

AI-13474
457 PLAN W/Ds
CC REGULAR

6.B.

Date: 01/20/2009
Submitted By: Monica Badillo, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Category: Comm. Court Executive Officer

Information

CAPTION

Approval of 457 Plan withdrawal requests due to hardship for Employee #129488 & #113697

BACKGROUND

Fiscal Impact

Attachments

Link: [Request](#)

Link: [request](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	01/15/2009 03:49 PM	APRV
2	Veronica Lopez	Veronica Lopez	01/15/2009 04:08 PM	APRV
3	Auditor's Office		01/16/2009 05:39 PM	NEW

Form Started By: Monica Badillo
Started On: 01/15/2009 03:39 PM

Final Approval Date: 01/16/2009

129488

**SIMPKINS & ASSOCIATES
HARDSHIP REQUEST NOTIFICATION**

Please print or type.

Plan Name 457 Plan

Participant Name PTA

Address 3

Social Security No.

Daytime Phone No. (9)

SECTION I - Hardship

I understand that this withdrawal is necessary due to financial hardship only to the extent that the amount of the withdrawal is necessary to meet my heavy financial need. I represent that I have obtained 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 In addition, a 10% penalty tax will apply unless I am at least 59-1/2 years of age or I use the funds withdrawn to pay certain deductible medical expenses as provided by law.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 \$ all 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 X Shanna Kaly Date 1/13/09

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 and policies.
- S&A will help facilitate the check as requested above.

Fax request to:
Simpkins & Associates
(972) 980-7133

Employee # 113697

SIMPKINS & ASSOCIATES HARDSHIP REQUEST NOTIFICATION

Please print or type

Plan Name Hidalgo County 457 Deferred Compensation Plan

Participant Name [Redacted] Garza [Redacted]

Address 3500 [Redacted] City McAllen [Redacted]

Social Security No. [Redacted] Daytime Phone No. 95 [Redacted]

SECTION I - Hardship

I understand that this withdrawal is due to financial hardship only and heavy financial need. I represent that the withdrawal is necessary to satisfy my immediate and heavy financial need. I represent that I have no other 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 \$ all (100%) 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 [Signature] Date _____

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

HIDALGO COUNTY
BUDGET OFFICE

2009 JAN 16 PM 1 28

AI-13493

6.C.

suspension of cell phones-Pct. 3

CC REGULAR

Date: 01/20/2009
Submitted By: Monica Badillo, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Category: Comm. Court Executive Officer

Information

CAPTION

Precinct #3:
 Discussion, consideration, and appropriate action regarding cell phone service interruption/cancellation including but not limited to Precinct #3 Operations.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	01/16/2009 01:49 PM	APRV
2	Erika Reyna	Erika Reyna	01/16/2009 02:28 PM	APRV
3	Auditor's Office		01/16/2009 05:39 PM	NEW

Form Started By: Monica Badillo
 Started On: 01/16/2009 11:39 AM
 Final Approval Date: 01/16/2009

AI-13289

7.A.

2008 Membership dues

CC REGULAR

Date: 01/20/2009

Submitted By: Kimberly Echavarria, J.P. 3, 1

Department: J.P. 3, 1

Information

CAPTION

J.P. Pct. #3, Pl. 1 - Luis Garza:

Requesting approval to pay the 2008 Justice of the Peace and Constable Association of Texas (JPCA) membership dues in the amount of \$235.00 Invoice #2105 dated 12/23/2008 (Hidalgo County Purchase Order # 602819) for the following employees:

- Justice of the Peace Luis Garza
- Kimberly Echavarria
- Willie Coy
- Eleazar Garza
- Tamara Martinez
- Esther Mata

With authority for the County Treasurer to issue check after review, audit, and processing procedures are completed by the County Auditor.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008

ACCT. #: 8-1100-412-00-065-001-0-810

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

\$235.00 available balance in P.O. no. 602819 as of 01/16/09.

FISCAL YEAR: 2008

ACCT. #: 8-1100-412-00-065-001-0-810

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

\$235.00 available balance in P.O. no. 602819 as of 01/16/09.

Attachments

Link: [invoice](#)

Link: [affidavits](#)

Form Routing/Status

Route Seq Inbox

Approved By Date

Status

1	Budget & Management	Veronica Lopez	01/09/2009 04:00 PM	APRV
2	Rosalinda Cantu	Rosie Cantu	01/16/2009 02:48 PM	APRV
3	Auditor's Office		01/16/2009 05:39 PM	NEW

Form Started By: Kimberly
Echavarria

Started On: 01/08/2009 04:17
PM

Final Approval Date: 01/16/2009

JUSTICE OF THE PEACE AND CONSTABLE ASSOCIATION OF TEXAS, INC.

JPCA of Tx, Inc
 P.O. Box 518
 Plainview, Texas 79073

Phone: 806-291-5201
 Fax: 806-291-5310
 E-mail:
 kphillips@halecounty.org

INVOICE

INVOICE # 2105
 DATE: 12/23/08
 P.O. #602819

Bill To:

Justice of the Peace, Pct 3, PI 1
 730 Brey Fogle, Suite C
 Mission, Texas 78572

Ship To:

SAME

Date	Your Order #	Our Order #	Sales Rep.	FOB	Ship Via	Terms	Tax ID

Quantity	Item	Units	Description	Discount %	Taxable	Unit Price	Total
1			Membership renewal			60.00	60.00
			Judge Garza				
5			JP Clerks			35.00	175.00

Subtotal	
Tax	
Shipping	
Miscellaneous	
Balance Due	235.00

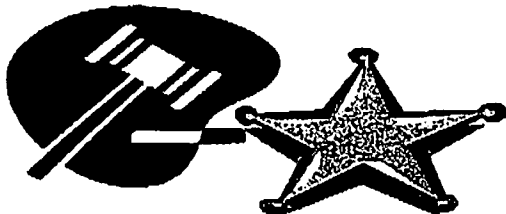
INVOICE RECEIVED BY:

Kimberly on 12/23/2008
 GOODS/SERVICES RECEIVED BY:
Kimberly on 12/23/2008

81100412000650010810
 PO 602819

Kimberly Lechawani

REMITTANCE
 Customer ID:
 Date:
 Amount Due:
 Amount Enclosed:



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

**THE STATE OF TEXAS
COUNTY OF HIDALGO**

I, Luis J. Garza, do hereby state that my membership in the Justice of the Peace and Constables Association 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:

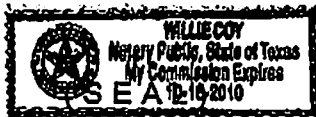
1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association 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: 

DATE: 1/12/2009

TITLE: Justice of the Peace

Before me Willie Coy, a Notary Public, appeared Luis J. Garza 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.




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**

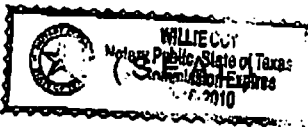
I, Kimberly J. Echavarría, do hereby state that my membership in the Justice of the Peace and Constables Association on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of 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: *Kimberly J. Echavarría*
TITLE: Court Coordinator

DATE: 1/12/2009

Before me Willie Coy, a Notary Public, appeared Kimberly J. Echavarría, and on his/her oath depose and stated that the facts as set forth in the above affidavit to be true and correct in every respect.



Willie Coy
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**

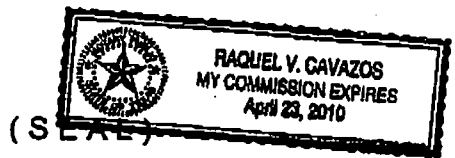
I, Willie Coy, do hereby state that my membership in the Justice of the Peace and Constables Association on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge 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: Asst. Court Coordinator

DATE: 1/12/2009

Before me Raquel V. Cavazos, a Notary Public, appeared Willie Coy, 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.




NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

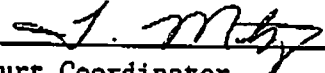
AUTHORITY TO OBTAIN AFFIDAVIT:	LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES:	LGC § 89.002

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

**THE STATE OF TEXAS
COUNTY OF HIDALGO**

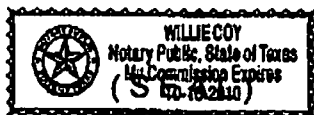
I, Tamara Martinez, do hereby state that my membership in the Justice of the Peace and Constables Association on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge 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: Asst. Court Coordinator

DATE: 1/12/2009

Before me Willie Coy, a Notary Public, appeared Tamara Martinez 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.




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**

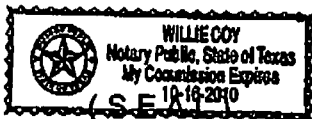
I, Esther Mata, do hereby state that my membership in the Justice of the Peace and Constables Association on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge 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: *Esther Mata*
TITLE: Court Clerk

DATE: 1/12/2009

Before me Willie Coy, a Notary Public, appeared Esther Mata, 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.



Willie Coy
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

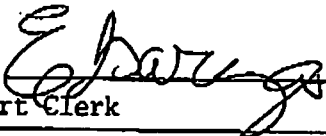
AUTHORITY TO OBTAIN AFFIDAVIT:	LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES:	LGC § 89.002

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

**THE STATE OF TEXAS
COUNTY OF HIDALGO**

I, Eleazar Garza, do hereby state that my membership in the Justice of the Peace and Constables Association 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: Court Clerk

DATE: 1/12/2009

Before me Willie Coy, a Notary Public, appeared Eleazar Garza 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.




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-13344

7.B.

**Court Interpreter License Renewal - 398th DC
CC REGULAR**

Date: 01/20/2009
Submitted By: Esther Cantu, 398TH DISTRICT COURT
Department: 398TH DISTRICT COURT

Information

CAPTION

398th District Court:
Requesting approval to renew the 2009 Court Interpreter License for Christobal Garces, Jr. and issue payment in the amount of \$50.00

BACKGROUND

Texas Department of Licensing and Regulation

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-412-00-009-001-0-810
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Amount available in Req# 146241 is \$50.00 for Texas Department of Licensing and Regulation.

Attachments

Link: [Affidavit&Renewal](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	01/13/2009 07:47 AM	APRV
2	Roland Garcia	Rolando Garcia	01/14/2009 09:16 AM	APRV
3	Auditor's Office	Linda Fong	01/14/2009 09:32 AM	APRV
Form Started By: Esther Cantu			Started On: 01/12/2009 04:08 PM	
Final Approval Date: 01/14/2009				

Do NOT WRITE IN THE FEE AREA IMMEDIATELY BELOW			
FEE	RECEIPT NUMBER	PMT. AMOUNT	MONEY TYPE
Renewal Fee			
Do NOT WRITE IN THE FEE AREA IMMEDIATELY ABOVE			

Licensed Court

Interpreter

Renewal

TEXAS DEPARTMENT OF
LICENSING AND REGULATION
P.O. Box 12157 - Austin, Texas 78711-2157
(800) 803-9202 - (512) 463-6599

CHRISTOBAL GARCES JR
100 NORTH CLOSNR, 2ND FLOOR
EDINBURG TX 78539

TDLR IDNO: 10052968

License# 308

Your Court Interpreter license will expire on JANUARY 23 2009. To renew this license you must return this completed renewal application with the appropriate fee as described below.

POSTMARK DATE	REQUIRED FEE
On or before JANUARY 23 2009	\$50.00
After JANUARY 23 2009 but before APRIL 24 2009	\$75.00
After APRIL 24 2009 but before JANUARY 24 2010	\$100.00

After JANUARY 24 2010 you will not be able to renew this license and must file an original application and meet all of the requirements for a new license (including examination) to regain your license.

Agency records reflect the information below. Please correct this information as appropriate.	
BUSINESS LOCATION ADDRESS	MAILING ADDRESS
100 NORTH CLOSNR, 2ND FLOOR EDINBURG TX 78539	100 NORTH CLOSNR, 2ND FLOOR EDINBURG TX 78539
Daytime Telephone: (956) 318 - 2470	Email: cgarces92@yahoo.com

Agency rules require that you provide the following information in conjunction with your renewal.
Have you been convicted of, or plead guilty or nolo contendere (no contest) to any misdemeanor or felony, other than a minor traffic violation that you have not previously reported to the Department? YES NO (circle one)
If you answered yes, provide copies of all indictments, informations, judgments, orders and charges, and a detailed explanation of the events.

8 HOURS OF CONTINUING EDUCATION IS REQUIRED TO RENEW THIS LICENSE

COPIES RECEIVED BY: [Signature]
GOODS/SERVICES RECEIVED BY: [Signature]

BY SUBMITTING THIS APPLICATION YOU CERTIFY ALL INFORMATION SUBMITTED ON THIS AND ATTACHED FORMS IS TRUE AND ACCURATE.

NOTE: State law prohibits renewing a license more than once after a licensee has defaulted on a student loan guaranteed by the Texas Guaranteed Student Loan Corporation (TGSLC) unless the licensee has entered into a repayment agreement with TGSLC. YOU SHOULD CONTACT TGSLC BEFORE FILING THIS APPLICATION if you have defaulted on a student loan. The Texas Guaranteed Student Loan Corporation can be contacted at: Texas Guaranteed Student Loan Corporation, P.O. Box 15996, Austin, Texas 78761-5996, Telephone: (800) 222-6297.

THE AREA BELOW THIS LINE IS FOR DEPARTMENT USE ONLY

TO THE COUNTY AUDITOR
AFFIDAVIT FOR MEMBERSHIP DUES

THE STATE OF TEXAS)(

COUNTY OF HIDALGO)(

I, **CHRISTOBAL GARCES, JR.**, do hereby state that my membership in the **TEXAS DEPARTMENT OF LICENSING AND REGULATIONS FOR COURT INTERPRETER** 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 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, except for the providing of information for a member of the legislature or appearing before a legislative committee at the request of the committee or member of the legislature; and
4. 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 *Christobal Jr.*

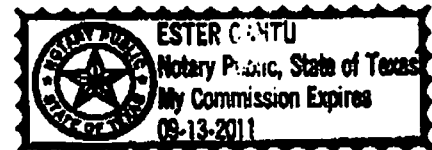
Title COURT COORDINATOR

Before me, a Notary Public, appeared CHRISTOBAL GARCES, JR. and on his oath deposed and stated that the facts set forth in the above affidavit to be true and correct in every respect.

[Signature]
NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

AUTHORITY: LGC Sec. 113.064b

COUNTY AUDITOR'S FORM: SFA-CA-041



AI-13413

7.C.

**Court Interpreter License Renewal - 139th DC
CC REGULAR**

Date: 01/20/2009
Submitted By: Rolando Garcia, BUDGET & MANAGEMENT
Submitted For: Irma Guzman
Department: BUDGET & MANAGEMENT

Information

CAPTION

139th District Court:
Approval to renew the 2009 Court Interpreter License for Atanacio Gaitan Jr. and issue payment in the amount of \$50.00

BACKGROUND

Texas Department of Licensing and Regulation

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-412-00-003-001-0-810
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Amount available in Req# 146247 is \$50.00 for Texas Dept of Licensing & Regulations

Attachments

Link: [Affidavit&Renewal](#)

Form Routing/Status

Route	Seq	Inbox	Approved By	Date	Status
1		Roland Garcia (Originator)	Rolando Garcia	01/14/2009 01:42 PM	APRV
2		Budget & Management	Veronica Lopez	01/14/2009 02:01 PM	APRV
3		Sylvia Solis	Sylvia Solis	01/14/2009 02:48 PM	APRV
4		Auditor's Office	Linda Fong	01/15/2009 02:01 PM	APRV
Form Started By: Rolando Garcia				Started On: 01/14/2009 10:53 AM	
Final Approval Date: 01/15/2009					

Do NOT WRITE IN THE FEE AREA IMMEDIATELY BELOW			
FEE	RECEIPT NUMBER	PMT. AMOUNT	MONEY TYPE
Renewal Fee			

Licensed Court
Interpreter
Renewal

TEXAS DEPARTMENT OF
LICENSING AND REGULATION
P.O. Box 12157 - Austin, Texas 78711-2157
(800) 803-9202 - (512) 463-6599

ATANACIO J R GAITAN
~~93RD~~ DIST COURT *139th*
100 NORTH CLOSNER
EDINBURG TX 78539

TDLR IDNO: 10052997

License# 337

Your Court Interpreter license will expire on JANUARY 29 2009. To renew this license you must return this completed renewal application with the appropriate fee as described below.

POSTMARK DATE

On or before JANUARY 29 2009

After JANUARY 29 2009 but before APRIL 30 2009

After APRIL 30 2009 but before JANUARY 30 2010

REQUIRED FEE

\$50.00

\$75.00

\$100.00

After JANUARY 30 2010 you will not be able to renew this license and must file an original application and meet all of the requirements for a new license (including examination) to regain your license.

Agency records reflect the information below. Please correct this information as appropriate.

BUSINESS LOCATION ADDRESS	MAILING ADDRESS
	<i>139th</i> 93RD DIST COURT 100 NORTH CLOSNER EDINBURG TX 78539
Daytime Telephone: (956) 318 - 225 2260	Email: <i>JRG Buck@SBCGlobal.net</i>

Agency rules require that you provide the following information in conjunction with your renewal.

Have you been convicted of, or plead guilty or nolo contendere (no contest) to any misdemeanor or felony, other than a minor traffic violation that you have not previously reported to the Department? YES NO (circle one)

If you answered yes, provide copies of all indictments, informations, judgments, orders and charges, and a detailed explanation of the events.

8 HOURS OF CONTINUING EDUCATION IS REQUIRED TO RENEW THIS LICENSE.

BY SUBMITTING THIS APPLICATION YOU CERTIFY ALL INFORMATION SUBMITTED ON THIS AND ATTACHED FORMS IS TRUE AND ACCURATE.

NOTE: State law prohibits renewing a license more than once after a licensee has defaulted on a student loan guaranteed by the Texas Guaranteed Student Loan Corporation (TGS LC) unless the licensee has entered into a repayment agreement with TGS LC. YOU SHOULD CONTACT TGS LC BEFORE FILING THIS APPLICATION if you have defaulted on a student loan. The Texas Guaranteed Student Loan Corporation can be contacted at: Texas Guaranteed Student Loan Corporation, P.O. Box 15996, Austin, Texas 78761-5996, Telephone: (800) 222-6297.

THE AREA BELOW THIS LINE IS FOR DEPARTMENT USE ONLY

**Integrity Translation
Continuing Education
Beyond Basics: Implementing Interpreting Protocol
Certificate of Completion**

Presented to:

ATANACIO GAITAN JR.

LCI-337

This is to certify that the person named above has successfully fulfilled the required eight (8) hour course approved by the Texas Department of Licensing and Regulation for eight credit hours for the purpose of license renewal as a court interpreter for the Texas State Courts on this 24th day of October of 2008 in San Antonio, Texas.



Johnnie L. Benningfield II



Richard P. Perales



The instructional program represented by this certificate was provided in accordance with the criteria and standards of the Texas Department of Licensing and Regulation for continuing education providers.

Registration Number: 1452

Course Number: 3237

TO THE COUNTY AUDITOR
AFFIDAVIT FOR MEMBERSHIP DUES

THE STATE OF TEXAS)(

COUNTY OF HIDALGO)(

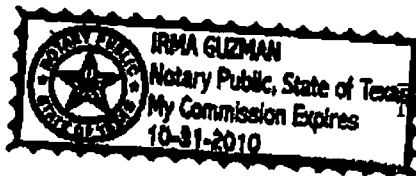
I, **ATANACIO J.R. GAITAN**, do hereby state that my membership in the **TEXAS DEPARTMENT OF LICENSING AND REGULATIONS FOR COURT INTERPRETER** on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official /employee of Hidalgo County. I further state 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, except for the providing of information for a member of the legislature or appearing before a legislative committee at the request of the committee or member of the legislature; and
4. 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 *Atanacio J.R. Gaitan*

Title BAILIFF/INTERPRETER

Before me, a Notary Public, appeared ATANACIO J.R. GAITAN and on his/hers oath deposed and stated that the facts set forth in the above affidavit to the true and correct in every respect.



Irma Guzman
NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

AUTHORITY: LGC Sec. 113.064b

COUNTY AUDITOR'S FORM: SFA-CA-041

AI-13380

7.D.

Approval for Auditor to pay the 2009 TDCAA Membership Due for the District Attorney and employees of the District Attorney's Office

CC REGULAR

Date: 01/20/2009
Submitted By: Roy Cazares, DISTRICT ATTORNEY
Submitted For: Roy Cazares
Department: DISTRICT ATTORNEY
Agenda Category: District Attorney

Information

CAPTION

District Attorney:
Approval for County Auditor to pay the 2009 TDCAA membership dues for the District Attorney and employees of the District Attorney's office

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	01/13/2009 02:55 PM	APRV
2	Ivan Cantu	Ivan Cantu	01/14/2009 07:53 AM	APRV
3	Auditor's Office	Linda Fong	01/14/2009 10:29 AM	APRV
4	Purchasing Department	Marty Salazar	01/14/2009 04:36 PM	APRV

Form Started By: Roy Cazares

Started On: 01/13/2009 02:29 PM

Final Approval Date: 01/14/2009

AI-13460

9.A.

Hazard Mitigation Grant Program

CC REGULAR

Date: 01/20/2009
Submitted By: Brenda Garza, COUNTY JUDGE
Submitted For: Juan D. Salinas
Department: COUNTY JUDGE
Agenda Category: Emergency Services Division

Information

CAPTION

Discussion and possible action regarding approval to apply and submit for the Hazard Mitigation Grant Program, DR-1780-TX.

BACKGROUND

The nature of this project is to comply with the Hidalgo County portion of the Cover the Border Hazard Mitigation Action Plan, adopted by Commissioners' Court on October 14, 2008.

The proposed program is to purchase NOAA "All Hazards" radios via the HMGP and distribute to critical facilities, adult recreational centers, child day care facilities and facilities serving special population groups that do not have one.

Refer to pages 18.15 and 18.16 of the Hidalgo County portion of the Cover the Border Hazard Mitigation Action Plan, with a High Priority Classification, "To promote the use of NOAA "All-Hazards" radios for early warning and post-event information", as a means to allow these facilities to take appropriate action to protect lives and property.

Fiscal Impact

FISCAL YEAR: 2009

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

As per Brenda Garza, Grant requires a 25% match estimated to be \$12,500.00.

Sponsorships are being sought for the local match. Funding will be allocated if county is awarded prior to acceptance of the grant.

Attachments

Link: [HMGP](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	01/15/2009 11:44 AM	APRV
2	Erika Reyna	Erika Reyna	01/15/2009 04:57 PM	APRV

3 Auditor's Office

01/16/2009 05:39 PM NEW

Form Started By: Brenda Garza

Started On: 01/15/2009 10:52
AM

Final Approval Date: 01/16/2009



NOV 19 2008

DIVISION OF EMERGENCY MANAGEMENT
Office of the Governor

COUNTY JUDGE

RICK PERRY
Governor

STEVEN McCRAW
Director
Office of Homeland Security

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

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

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

JACK COLLEY
Chief

November 14, 2008

A. A. "Tony" Pena, Jr.
Hidalgo County
100 E. Cano , 2nd Floor
Edinburg, TX 78539

**RE: DR-1780-TX HMGP Notice of Interest and Hazard Mitigation Team Report:
Public Awareness: Purchase and distribution of NOAA All Hazards radios Project**

Dear Mitigation Grant Applicant:

Thank you for the mitigation Notice of Interest (team report) submitted by your organization. The Hazard Mitigation Grant Program (HMGP) is a 75/25 cost-share program designed to help fund projects that will reduce losses due to natural and man-made hazards. It is a competitive application process with limited funds available.

Based upon the published state priorities and funds available, we assess that funding is likely to be available for your proposed project and we urge you to apply. Note: you must meet the sub-grantee eligibility requirements of having a FEMA approved Mitigation Action Plan and a Local Emergency Management Plan at the basic level of approval. You must also be currently participating, in good standing, with the NFIP. We also urge you to attend G-720, our Mitigation Grants Workshop, scheduled for December by GDEM. To register go to: <https://www.preparingtexas.org>.

If you wish to submit an official application, please forward the original and one complete copy of the application and backup documentation to this office by the application deadline of January 30, 2009.

Send your application to: Texas Department of Public Safety
Governor's Division of Emergency Management
ATTN: Gregory Pekar, State Hazard Mitigation Officer
P. O. Box 4087
Austin, Texas 78773-0226

More information about the application process is available for download at the DEM website:
<http://www.txdps.state.tx.us/dem/mitigation/HMGPCpap.pdf>

If you have questions, please contact Hildy Soper, Mitigation Grants Officer, at 512-424-2454 or Carolyn Looney, Mitigation Specialist, at 512-424-5683.

Sincerely,

Gregory Pekar
State Hazard Mitigation Officer

AI-13445

10.A.

Revised Salary Schedule

CC REGULAR

Date: 01/20/2009
Submitted By: Nelda Olivarez, HIDTA
Submitted For: Rene Guerra, Criminal District Attorney
Department: HIDTA
Agenda Category: HIDTA - Task Force

Information

CAPTION

1. Approval to correct position titles, cost of living adjustment computations, and slot no.'s for the HIDTA Task Force (prior salary schedule was approved by CC on 12-30-08, item 12.G.).
2. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

Attachments

Link: [Revised Salary Schedule](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	01/14/2009 04:29 PM	APRV
2	Ivan Cantu	Ivan Cantu	01/16/2009 05:12 PM	APRV
3	Auditor's Office		01/16/2009 05:39 PM	NEW
Form Started By: Nelda Olivarez			Started On: 01/14/2009 04:22 PM	
Final Approval Date: 01/16/2009				

DATE: 1/13/09

DEPARTMENT : HIDTA TASK FORCE

ACCOUNT NO.: 1291-412-00-270-003-8-xxx (2008 GRANT # I8PSSP573Z) / 1251-412-00-270-011-0-xxx (Chapter 59 - Asset Forfeiture Funds)

Dept. NO. **270** Program: Grant -3 Program: Asset - 2

SLOT NUMBER	EMPLOYEE NUMBER	DATE HIRED	NAME	POSITION	2008		2009 BUDGETED SALARY	DISTRIBUTION		FY 2009 WAGES		
					BUDGETED SALARY	Increase		BUDGETED INCREASE	BUDGETED SALARY	GRANT FUND (1291)	ASSET FUND (1251)	GRANT FUNDS (1291)
G0001	43354	06/23/97	Dora L. Munoz	Commander	65,000.00	7.08%	4,600.00	69,600.00	70.04%	29.96%	48,750.00	20,850.00
G0002	65226	06/10/96	Timm Davis	Assistant District Attorney	67,752.00	5.00%	3,388.00	71,140.00	71.43%	28.57%	50,814.00	20,326.00
G0003			VACANT	Criminal Investigator								
G0004	149098	09/11/06	Juan Sifuentes	Criminal Investigator	49,296.00	5.01%	2,469.00	51,765.00	71.42%	28.58%	36,972.00	14,793.00
G0005	60135	06/27/05	Jose J. Rodriguez	Criminal Investigator	49,296.00	5.01%	2,469.00	51,765.00	71.42%	28.58%	36,972.00	14,793.00
G0006	153818	03/05/07	Genovevo Martinez III	Criminal Investigator	49,296.00	5.01%	2,469.00	51,765.00	71.42%	28.58%	36,972.00	14,793.00
G0007	88994	11/01/99	Ricardo Chapa	Criminal Investigator	49,296.00	5.01%	2,469.00	51,765.00	71.42%	28.58%	36,972.00	14,793.00
G0008	72192	03/21/05	Christ R. Yates	Assistant Commander	51,486.00	8.77%	4,514.00	56,000.00	66.02%	33.98%	36,972.00	19,028.00
G0009	70491	05/14/97	Nelda Olivarez	Accountant	47,000.00	4.47%	2,100.00	49,100.00	71.79%	28.21%	35,250.00	13,850.00
G0010	89605	04/09/07	Palmira Munoz	Intelligence Research Specialist	30,000.00	6.67%	2,000.00	32,000.00	93.75%	6.25%	30,000.00	2,000.00
G0011	36625	01/05/98	Sonya Lopez	Administrative Assistant	37,000.00	4.32%	1,600.00	38,600.00	71.89%	28.11%	27,750.00	10,850.00
G0012	57347	02/06/95	Dora S. Maldonado	Legal Assistant	34,000.00	5.88%	2,000.00	36,000.00	70.83%	29.17%	25,500.00	10,500.00
G0013	1031	08/31/00	Dan Broyles	Criminal Investigator Clerk Typist / Part-Time \$9.00	49,296.00	5.01%	2,469.00	51,765.00	74.59%	25.41%	38,610.00	13,155.00
T014	142166	10/03/05	Gonzalez, Aide	/ max 899 hrs yearly	7,200.00	2.00	891.00	8,095.00	0.00%	100.00%	0.00	8,095.00
G015	121193	01/27/03 / 2/25/08	Miguel Garcia	Criminal Investigator	49,296.00	5.00%	2,469.00	51,765.00	0.00%	100.00%	0.00	51,765.00
G016	037524	06/24/96 / 04/28/08	Roger W. Rich	Criminal Investigator	49,296.00	5.00%	2,469.00	51,765.00	0.00%	100.00%	0.00	51,765.00
G017			VACANT	Criminal Investigator	0.00	5.00%	2,469.00	51,765.00	0.00%	100.00%	0.00	51,765.00
G018			VACANT	Criminal Investigator	0.00	5.00%	2,469.00	51,765.00	0.00%	100.00%	0.00	51,765.00
G019			VACANT	Legal Assistant	0.00	0.00%	20,000.00	20,000.00	0.00%	100.00%	0.00	20,000.00
G020	94943	09/11/06	Victor Javier Rodriguez	Deputy Constable Step II	0.00	0.00	20,265.00	20,300.00	0.00%	100.00%	0.00	20,300.00
TOTAL					\$ 684,510.00		\$ 82,279.00	\$ 865,420.00			\$ 441,533.99	\$ 425,186.00

AI-13393

10.B.

**Fuel Claim
CC REGULAR**

Date: 01/20/2009
Submitted By: Nelda Olivarez, HIDTA
Submitted For: Rene Guerra, District Attorney
Department: HIDTA

Information

CAPTION

Requesting approval to reimburse Hidalgo County HIDTA Task Force Investigator Ricardo Chapa for the purchase of fuel for a HIDTA vehicle in the amount of \$10.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 ACCT. #: 8-1252-412-00-270-012-0-682
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Amount available for PO #612441 \$10.00 as of 1-14-09 for Ricardo Chapa.

Attachments

Link: [1st Fuel Claim](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	01/14/2009 07:47 AM	APRV
2	Ivan Cantu	Ivan Cantu	01/14/2009 08:00 AM	APRV
3	Auditor's Office	Linda Fong	01/14/2009 09:34 AM	APRV

Form Started By: Nelda Olivarez
Started On: 01/13/2009 04:16 PM

Final Approval Date: 01/14/2009

HIDALGO COUNTY HIDTA TASK FORCE PROCESS OF PAYMENT

DATE: 11-12-08

PO NO. 612441

VENDOR NAME: CHAPA, RICARDO

VENDOR NO. 244333

INVOICE NO. 1012695

ACCOUNT NO. _____

BUDGET ACCOUNT: 8-1252-412-00-270-012-0-682

AMOUNT TO BE PAID: \$10.00

COMMENTS: PLEASE NOTE THAT REQUISITION 00142876 WAS PREPARED ON 11/03/08 THE SAME DAY OF THE PURCHASE, BUT WAS NOT APPROVED UNTIL 11/05/08

Needs to go in as a Claim!

**please note requisition # 00142876 date entered was 11/03/08 same as receipt. P.O. was not printed until 11/05/08.*

RECEIVED BY
COUNTY AUDITOR
2008 DEC 12 PM 2:11

*Purchase made 11/03/08 03:38pm
Requisition made 11/03/08 04:15pm*



INVOICE SUBMITTED FOR
PAYMENT ON 11/13/08

THANK YOU-COME AGAIN
TO VALERO
CORNER STORE
VALERO.COM

5.3 gallons

intake 16087

TP48645844-001 VALERO 1542
2104 W TRENTON RD
EDINBURG TX 78

INVOICE RECEIVED BY:

Sergio Lopez ON *11/5/08*

GOODS/SERVICES RECEIVED BY:

Descr. qty (date)

PREPAID 10.00

8-1254-412-270-012-0-682
Subtotal 10.00

Tax 0.00

TOTAL 10.00

HIDALGO COUNTY CASH \$ 2.00
AUDITOR Change \$ -10.00



ST# 1542 TILL XXXX DR# 1 TRAN# 1012695
CSH: 7 11/03/08 15:38:35

HIDALGO COUNTY AUDITOR'S OFFICE

HIDALGO COUNTY, TEXAS
PURCHASE AFFIDAVIT

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, RICARDO CHAPA hereby state that the item(s) listed on the invoices named below were purchased for the exclusive use of Hidalgo County:

<u>INVOICE NO.</u>	<u>DATE</u>	<u>AMOUNT</u>	<u>NAME OF COMPANY</u>
1012695	11/03/08	\$10.00	VALERO

I further state that I was authorized to make such a purchase(s).

I therefore request reimbursement of this invoice (these invoices) from Hidalgo County and that payment be made payable to me.

SIGNATURE: 

TITLE: TASK FORCE AGENT

Before me SONYA I. LOPEZ, a Notary Public, appeared RICARDO CHAPA her oath deposed and stated that the foregoing facts as set forth in the above request for expense reimbursement are true and correct in every respect. She further stated that she requested payment of the same.


NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS




APPROVAL: DORA L. MUNOZ, COMMANDER

APPROVAL: COUNTY JUDGE

APPROVAL: COUNTY AUDITOR



RECEIVED BY
COUNTY AUDITOR
DEC 11 PM



Purchase Order

COUNTY OF HIDALGO

PO#: 612441

DATE: 11/05/08

Page No 1 Of 1

VENDOR: 244333

REQ:00142876

Email:

BUYER:

Phone:

CHAPA, RICARDO
C/O HIDTA

SHIP TO: HIDTA

3100 S. Closner
Foxtrot Bldg.
Edinburg TX 78539

Vendor Acct:

CONTACT:

SITE: HIDTA

Special Instructions:

Contract No:

275

VENDOR NOTES

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

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1		DO NOT DUPLICATE ORDER REIMBURSEMENT OF PURCHASE OF FUEL BY HDITA TASK FORCE AGENT - MIGUEL GARCIA: <i>Ricardo Chapa</i> REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233 <div style="text-align: right;">Total</div> ***** For Hidalgo County use only 8-1252-412-00-270-012-0-682 <div style="text-align: center;">Approved -----</div>	10.00	10.00
				10.00
				10.00

Authorized by: _____

Martha L. Salazar

EDAP Project Contract Closeout #727145

CC REGULAR

Date: 01/20/2009
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Category: Urban County

Information

CAPTION

Approval of Contract Closeout Documents for the 2006 EDAP Contract No. 727145. Approval of Project Completion Report, Certificate of Completion, MBE Report, Real Property Acquisition Report, Certificate of Construction Completion, Final Wage Compliance, Disclosure Report, Contract Completion Survey, Final Public Hearing and Fair Housing Activity Report.

BACKGROUND

UCP is requesting approval to closeout the 2006 EDAP Project Contract # 727145. The contract with Garza Plumbing Inc. for sanitary sewer yard line connections and septic tank remediations for Colonia La Milpa, Sunrise, and Eastland Park in the City of Mercedes' ETJ area in Pct. # 1 has been completed. Attached please find a copy of the Project Completion Report and the Certificate of Completion for your review.

Fiscal Impact

Attachments

Link: [Revised Report](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	01/13/2009 02:27 PM	APRV
2	Veronica Lopez	Veronica Lopez	01/14/2009 02:07 PM	APRV
3	Auditor's Office	Linda Fong	01/15/2009 12:56 PM	APRV
4	Purchasing Department	Marty Salazar	01/15/2009 01:05 PM	APRV

Form Started By: Estella Webber
Started On: 01/13/2009 01:45 PM

Final Approval Date: 01/15/2009

A1201**Project Completion Report**

Contractor Name: Hidalgo County
 Start Date of Contract: 7-11-07

Contract No. 727145
 End Date of Contract: 7-13-09

Financial Status:

Activity	TXCDBG Funds			Other Funds
	Current Budget	Drawn To-Date	Balance	Expenditures To-Date
17b. Rehab of Private Prop. (Sewer Services)	84,150.00	58,534.00	25,616.00	
30. Engineering				13,000.00
32. General Administration	13,464.00	13,464.00	-0-	571.35
Total	\$ 97,614.00	\$ 71,998.00	\$ 25,616.00	\$ 13,571.35

Actual Accomplishments:

Report work performed by construction line item as identified in the contract Performance Statement.

Construction Line Item	Quantity: Current Perf. Statement	Quantity: Actual Accomplishments	Variance (%)
17b. Rehab. of Private Property (Sewer Service)			
4" PVC SS yardlines at varying depths	45	45	0
Households w/septic tank demolition	45	45	0

Do the locations in the current Performance Statement reflect the actual location of the work? Yes No

Additional Activity Information: (check all applicable categories)

- | | |
|--|---|
| <input type="checkbox"/> One-for-One Replacement | <input type="checkbox"/> Special Assessment |
| <input type="checkbox"/> Revolving Loan Fund | <input type="checkbox"/> Favored Activity |
| <input type="checkbox"/> Presidentially Declared Disaster Area | <input checked="" type="checkbox"/> X Colonia |
| <input type="checkbox"/> Historic Preservation Area | <input type="checkbox"/> Displacement |
| <input type="checkbox"/> Brownfield Activity | <input type="checkbox"/> Float Funded |
| <input type="checkbox"/> Multi-Unit housing (2+ units/structure) | <input type="checkbox"/> Rental Housing |
- No. acres remediated _____ Date funds to be received _____
 Float principal balance _____

Beneficiaries:

Report beneficiaries for each activity (excluding engineering and administration):

Activity	Current Perf Statement			Actual Benefit		
	Total	Low/Mod	% L/M	Total	Low/Mod	% L/M
17b. Rehabilitation of Private Property Sewer Services	182	182	100 %	182	182	100 %
Totals	182	182	100 %	182	182	100 %

Report beneficiaries according to the following race categories, separating those who are also Hispanic. Columns should total and the grand total should equal the total beneficiaries.

Race	Non-Hispanic	Hispanic Ethnicity	Total
White		182	182
Black/African American			
Asian			
American Indian/Alaskan Native			
Native Hawaiian/Other Pacific Islander			
American Indian/Alaskan Native & White			
Asian & White			
Black/African American & White			
American Indian/Alaskan Native & Black/African American			
Other Multi-Racial			
		Grand Total	182

Gender

Total Project Beneficiaries:	182	Male:	90	Female:	92
------------------------------	-----	-------	----	---------	----

Activities on Private Property (First-time services and housing rehab):

Report the income level of each household benefiting from the TxCDBG housing rehabilitation activity, based on the current HUD Section 8 Income Limits.

Income Level	No. of Owner-Occupied Units	No. of Rented Units
Very Low (at or below 30% of the AMFI)	0	
Low (31-50% of the AMFI)	45	
Moderate (51-80% of the AMFI)	0	
Non-Low Moderate (above 80% of AMFI)	0	
Total	45	0
Percent Low/Mod	100 %	

Anticipated Outcome Units:

Beneficiaries		Beneficiaries	
1) Public Service		2) Public Facility or Infrastructure Improvement	Private Prop.
a) new access		a) new access	
b) improved access		b) improved access	
c) no longer substandard		c) no longer substandard	182
Total		Total	182

Citizen Comment:

Date of Final Public Hearing: 12/15/08 (attach advertisement)

A public hearing was held on Monday, December 15, 2008 at 5:00 p.m. at the UCP Conference Room. No one attended the Meeting. There were no comments. Advertisement (original tear sheet), roster and minutes are attached.

Fair Housing Activity:

Note: This activity must have been performed during the contract period. See Chapter 10: Civil Rights Requirements for a listing of acceptable activities.

UCP Hidalgo County Proclamation – Fair Housing

UCP Hidalgo County Proclamation – 3rd Annual CDBG Celebration

UCP Hidalgo County Proclamation – Homeownership Month

UCP Hidalgo County - City of Mercedes Proclamation – Fair Housing

UCP Hidalgo County - City of Weslaco Proclamation – Fair Housing

UCP Hidalgo County - Fair Housing/CDBG Week Pictures

UCP Hidalgo County – Leaflets, Memo, Order Form, etc.

UCP Hidalgo County - "2008 CDBG Week" Festivities leaflet & Poster & Registration Form.

Certifications:

As chief elected official of the contractor jurisdiction, I certify that:

- a. The information contained in this report is accurate to the best of my knowledge;
- b. All records related to contractor activities are available for review;
- c. TXCDBG funds were not used to reduce the level of local financial support for housing and community development activities;
- d. No attempt to recover any capital costs of public improvements assisted in whole or in part with such funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements unless (a) such funds are used to pay the proportion of such fee or assessment that related to the capital costs of such public improvements that are financed from revenue sources other than such funds; or (b) for purposes of assessing any amount against properties owned and occupied by persons of moderate income, contractor certifies that it lacks sufficient funds under this contract to comply with the requirements of clause (a); and
- e. The persons to benefit from the activities described in Exhibit A, Performance Statement, of this contract are receiving service or a benefit from the use of the new or improved facilities and activities.

Juan D. Salinas, III, Hidalgo County Judge

Typed Name and Title of Chief Elected Official

Signature of Chief Elected Official

Date

**CERTIFICATE OF CONSTRUCTION
COMPLETION**

THIS IS TO CERTIFY THAT ON 28TH DAY OF AUGUST, 2008, A FINAL INSPECTION was made of the project herein described:

CONTRACT

Date: AUGUST 28, 2008
Owner: CITY OF MERCEDES
Construction Contractor: GARZA PLUMBING INC.

Of the City of Mercedes State Of Texas

PROJECT DESCRIPTION

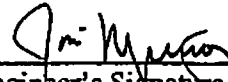
Construction Of Sewer (Construction) Improvements
UCP Contract No.: 727145
Located in or near the City/Pct. Of City of Mercedes

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:
N/A
2. That the sum of N/A (\$ _____), deducted from the final payment of the contractor is a fair and equitable settlement for the foregoing except work.
3. That the contractor has presented a "Certificate of Release" stating under oath, that all claims arising out of the performance of work have been fulfilled, and the OWNER is released form all claims arising under or by virtue of said contract.
4. That the contractor has presented on 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 one year from this date, as provided in said contract.

5. Amount of Original Contract	<u>\$ 50,794.00</u>
Present Amount of Contract	<u>58,534.00</u>
Total Amount Earned To Date	<u>58,534.00</u>
Less: Previous Payments	<u>42,204.60</u>
Balance	<u>16,329.40</u>
Authorized Deductions	<u>-0-</u>
Amount of Final Payment	<u>16,329.40</u>


6. That the final payment in the amount of \$ \$ 16,329.40 Sixteen Thousand, Three Hundred & dollars and forty cents (\$ 16,329.40) is now due and payable. Twenty-Nine

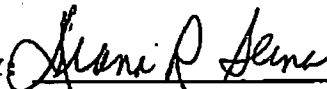

 ✓ Engineer's Signature

CONCURRED BY:


CONTRACTOR'S NAME

CONCURRED BY: MERCEDES


CITY/PRECINCT

BY: 
Ms. Diana R. Serna
 TITLE: UCP Director

BY: Ricardo Garcia
 TITLE: City Manager

EDAP Contract Closeout - # 727005

CC REGULAR

Date: 01/20/2009
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Category: Urban County

Information

CAPTION

Approval of Contract Closeout Documents for the 2006 EDAP Contract No. 727005. Approval of Project Completion Report, Certificate of Completion, MBE Report, Real Property Acquisition Report, Certificate of Construction Completion, Final Wage Compliance, Disclosure Report, Contract Completion Survey, Final Public Hearing and Fair Housing Activity Report.

BACKGROUND

UCP is requesting approval to closeout the 2006 EDAP Project Contract # 727005. The contract with Garza Plumbing Inc. for sanitary sewer yard line connections and septic tank remediations for Colonia Tangerine Estates, Alturas de Azahares, Evie Subd., Grovewood Estates, Jessen Subd., Moreno Subd., Regal Estates, Perlas de Naranjas, North Country Estates, R. Barnett # 1, R. Barnett # 2, James Allen Subd. Diamond "L" Subd., and Monica Acres in the City of Mission ETJ area in Pct. # 3 has been completed. Attached please find a copy of the Project Completion Report and the Certificate of Completion for your review.

Fiscal Impact

Attachments

Link: [report](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	01/13/2009 02:54 PM	APRV
2	Veronica Lopez	Veronica Lopez	01/14/2009 02:11 PM	APRV
3	Auditor's Office	Linda Fong	01/15/2009 12:57 PM	APRV
4	Purchasing Department	Marty Salazar	01/15/2009 01:05 PM	APRV
Form Started By: Estella Webber			Started On: 01/13/2009 02:19 PM	
Final Approval Date: 01/15/2009				

Project Completion Report

Contractor Name: **Hidalgo County**

Contract No. **727005**

Start Date of Contract: **6-17-07**

End Date of Contract: **6-16-09**

Financial Status:

Activity	TXCDBG Funds			Other Funds
	Current Budget	Drawn To-Date	Balance	Expenditures To-Date
1b. Sewer Facilities	-0-	-0-	-0-	-0-
17b. Rehab of Private Prop. Sewer Services	310,800.00	222,225.00	88,575.00	
30. Engineering Services	-0-	-0-	-0-	16,385.00
32. General Administration	31,200.00	26,459.36	4,740.64	
Total	\$ 342,000.00	\$ 248,684.36	\$ 93,315.64	\$ 16,385.00

Actual Accomplishments:

Report work performed by construction line item as identified in the contract Performance Statement.

Construction Line Item	Quantity: Current Perf. Statement	Quantity: Actual Accomplishments	Variance (%)
17b. Rehab. of Private Property (Sewer Service)			
4" PVC SS yardlines at varying depths	31,000 LF / 217 Homes	31,000 LF / 217 Homes	0 %
Septic tank demolition	409	409	0 %

Do the locations in the current Performance Statement reflect the actual location of the work? Yes No

Additional Activity Information: (check all applicable categories)

- One-for-One Replacement
- Revolving Loan Fund
- Presidentially Declared Disaster Area
- Historic Preservation Area
- Brownfield Activity
No. acres remediated _____
- Multi-Unit housing (2+ units/structure)
- Special Assessment
- Favored Activity
- Colonia**
- Displacement
- Float Funded
Date funds to be received _____
Float principal balance _____
- Rental Housing

#727005

Beneficiaries:

Report beneficiaries for each activity (excluding engineering and administration):

Activity	Current Perf Statement			Actual Benefit		
	Total	Low/Mod	% L/M	Total	Low/Mod	% L/M
17b. Rehabilitation of Private Property Sewer Services	911	911	100 %	911	911	100 %
Totals	911	911	100 %	911	911	100 %

Report beneficiaries according to the following race categories, separating those who are also Hispanic. Columns should total and the grand total should equal the total beneficiaries.

Race	Non-Hispanic	Hispanic Ethnicity	Total
White	20	890	910
Black/African American	1		1
Asian			
American Indian/Alaskan Native			
Native Hawaiian/Other Pacific Islander			
American Indian/Alaskan Native & White			
Asian & White			
Black/African American & White			
American Indian/Alaskan Native & Black/African American			
Other Multi-Racial			
Grand Total			911

Gender

Total Project Beneficiaries:	911	Male:	421	Female:	490
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Activities on Private Property (First-time services and housing rehab):

Report the income level of each **household** benefiting from the TxCDBG housing rehabilitation activity, based on the current HUD Section 8 Income Limits.

Income Level	No. of Owner-Occupied Units	No. of Rented Units
Very Low (at or below 30% of the AMFI)	0	
Low (31-50% of the AMFI)	217	
Moderate (51-80% of the AMFI)	0	
Non-Low Moderate (above 80% of AMFI)	0	
Total	217	0
Percent Low/Mod	100 %	

Anticipated Outcome Units:

	Beneficiaries		Beneficiaries
1) Public Service	Sewer Fac.	2) Public Facility or Infrastructure Improvement	Private Prop.
a) new access		a) new access	
b) improved access		b) improved access	
c) no longer substandard		c) no longer substandard	911
Total		Total	911

Citizen Comment:

Date of Final Public Hearing: 7/15/08 (Attach advertisement) #727005

A public hearing was held on Tuesday, July 15, 2008 at 5:30 p.m. at the UCP Conference Room. No one attended the Meeting. There were no comments. Advertisement (original tear sheet), roster and minutes & affidavit are attached.

Fair Housing Activity:

Note: This activity must have been performed during the contract period. See **Chapter 10: Civil Rights Requirements** for a listing of acceptable activities.

UCP Hidalgo County Proclamation – Fair Housing

UCP Hidalgo County Proclamation – 3rd Annual CDBG Celebration

UCP Hidalgo County Proclamation – Homeownership Month

UCP Hidalgo County – City of Mercedes Proclamation – Fair Housing

UCP Hidalgo County – City of Weslaco Proclamation – Fair Housing

UCP Hidalgo County – Pictures of participation during Fair Housing Celebration.

Certifications:

As chief elected official of the contractor jurisdiction, I certify that:

- a. The information contained in this report is accurate to the best of my knowledge;
- b. All records related to contractor activities are available for review;
- c. TXCDBG funds were not used to reduce the level of local financial support for housing and community development activities;
- d. No attempt to recover any capital costs of public improvements assisted in whole or in part with such funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements unless (a) such funds are used to pay the proportion of such fee or assessment that related to the capital costs of such public improvements that are financed from revenue sources other than such funds; or (b) for purposes of assessing any amount against properties owned and occupied by persons of moderate income, contractor certifies that it lacks sufficient funds under this contract to comply with the requirements of clause (a); and
- e. The persons to benefit from the activities described in Exhibit A, Performance Statement, of this contract are receiving service or a benefit from the use of the new or improved facilities and activities.

Juan D. Salinas, III, Hidalgo County Judge

Typed Name and Title of Chief Elected Official

Signature of Chief Elected Official

Date

CERTIFICATE OF CONSTRUCTION COMPLETION

THIS IS TO CERTIFY THAT ON 18th DAY OF February, 2008, A FINAL INSPECTION was made of the project herein described:

CONTRACT

DATE: 5-30-08
OWNER: City of Mission
CONSTRUCTION CONTRACTOR: GARZA Plumbing LLC
OF THE CITY OF Edinburg STATE OF Texas

PROJECT DESCRIPTION

CONSTRUCTION OF: N. Main EDAP yardline Phase 3
UCP CONTRACT NO.: 72 7005 -

located in or near the City/Pct. of: 14 Colonias city of Mission ETT in Pct.

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:

2. That the sum of _____ (\$ _____), deducted from the final payment of the Contractor is a fair and equitable settlement for the foregoing except work.
3. That the contractor has presented a "Certificate of Release" stating under oath, that all claims arising out of the performance of work have been fulfilled, and the OWNER is released from all claims arising under or 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	<u>183,150.00</u>
Present Amount of Contract	<u>222,225.00</u>
Total Amount of earned to date	<u>222,225.00</u>
Less: previous payments	<u>164,767.50</u>
Balance	<u>57,457.50</u>
Authorized deductions	<u> </u>
AMOUNT OF FINAL PAYMENT	<u>57,457.50</u>

6. That the final payment in the amount of _____
(\$ 57,457.50) is now due and payable.

MEDDEN & Hunt, LLC
By: *Paul J. Hunt*
ENGINEER'S NAME

CONCURRED BY:

Garza Plumbing Inc
CONTRACTOR'S NAME

BY: *Eddie Ege*

TITLE: *Owner*

CONCURRED BY:

Ms. Diana R. Serna, Hidalgo County
URBAN COUNTY PROGRAM
Ms. Diana R. Serna, UCP Director

BY: *Diana R. Serna*

TITLE: *UCP DIRECTOR*

Colonia Construction contract - # 727055

CC REGULAR

Date: 01/20/2009
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Category: Urban County

Information

CAPTION

Approval of Contract Closeout Documents for the 2007 Colonia Construction Contract No. 727055. Approval of Project Completion Report, Certificate of Completion, MBE Report, Real Property Acquisition Report, Certificate of Construction Completion, Final Wage Compliance, Disclosure Report, Contract Completion Survey, Final Public Hearing and Fair Housing Activity Report

BACKGROUND

UCP is requesting approval to closeout the 2007 Colonia Construction Project Contract # 727055. There were two contracts for this project. The contract with Closner Construction Inc. for sewer improvements and sanitary sewer yard line connections and septic tank remediations for Colonia Rosedale Heights in the City of Weslaco's ETJ area in Pct. # 1 has been completed. The contract with Garza Plumbing Inc. for sanitary sewer yard lines connections and septic tank remediation for Colonia Panfilo Martinez in the City of Donna's ETJ area in Pct. # 1 has been completed. Attached please find a copy of the Project Completion Report and the Certificate of Completion for your review.

Fiscal Impact

Attachments

Link: [report](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	01/13/2009 04:08 PM	APRV
2	Veronica Lopez	Veronica Lopez	01/15/2009 01:00 PM	APRV
3	Auditor's Office	Linda Fong	01/15/2009 02:02 PM	APRV
4	Purchasing Department	Marty Salazar	01/15/2009 03:38 PM	APRV
Form Started By: Estella Webber			Started On: 01/13/2009 03:07 PM	
Final Approval Date: 01/15/2009				

Project Completion Report

Contractor Name: **Hidalgo County**
 Start Date of Contract: **7-08-07**

Contract No. **727055**
 End Date of Contract: **7-07-09**

Financial Status:

Activity	TXCDBG Funds			Other Funds
	Current Budget	Drawn To-Date	Balance	Expenditures To-Date
1b. Sewer Facilities	181,737.00	177,329.35	4,407.65	
17b. Rehab of Private Prop. (Sewer Services)	147,300.00	48,100.00	99,200.00	
30. Engineering				40,000.00
32. General Administration			-0-	50,000.00
Total	\$ 329,037.00	\$ 225,429.35	\$103,607.65	\$ 90,000.00

Actual Accomplishments:

Report work performed by construction line item as identified in the contract Performance Statement.

Construction Line Item	Quantity: Current Perf. Statement	Quantity: Actual Accomplishments	Variance (%)
Colonia Rosedale Heights			
1b. Sewer Facilities			
8" sewer main	1,260 l.f.	1,519 l.f.	1.2 %
Sewer manholes	3 ea.	6 ea.	50 %
Service connections	40 ea.	40 ea.	0
Boring		112 l.f.	
Driveway Repairs		14 ea.	
17b. Rehab. of Private Property (Sewer Service)			
4" PVC SS yardlines at varying depths	32 ea.	32 ea.	0
Households w/septic tank demolition	32 ea.	32 ea.	0
Colonia Panfilo Martinez			
17b. Rehab. of Private Property (Sewer Service)			
4" PVC SS yardlines at varying depths	49 ea.	49 ea.	0
Households w/septic tank demolition	49 ea.	49 ea.	0

Do the locations in the current Performance Statement reflect the actual location of the work? Yes No

Additional Activity Information: (check all applicable categories)

- One-for-One Replacement
 - Revolving Loan Fund
 - Presidentially Declared Disaster Area
 - Historic Preservation Area
 - Brownfield Activity
 - Multi-Unit housing (2+ units/structure)
 - Special Assessment
 - Favored Activity
 - Colonia**
 - Displacement
 - Float Funded
 - Rental Housing
- No. acres remediated _____
 Date funds to be received _____
 Float principal balance _____

Beneficiaries:

Report beneficiaries for each activity (excluding engineering and administration):

Activity	Current Perf Statement			Actual Benefit		
	Total	Low/Mod	% L/M	Total	Low/Mod	% L/M
Colonia Rosedale Heights						
1b. Sewer Facilities	* 139	* 139		* 139	* 139	
17b. Rehabilitation of Private Property (SS)	139	139	100 %	139	139	100 %
Colonia Panfilo Martinez						
17b. Rehab. of Private Property (Sewer Service)	202	202	100 %	139	139	100 %
Totals	341	341	100 %	341	341	100 %

* Note: Please note that the 139 beneficiaries under line item 1b. Sewer Facilities & 17b. Rehab of Private Property is the same beneficiaries. Therefore, we can only count them one time.

Report beneficiaries according to the following race categories, separating those who are also Hispanic. Columns should total and the grand total should equal the total beneficiaries.

Race	Non-Hispanic	Hispanic Ethnicity	Total
White		341	341
Black/African American			
Asian			
American Indian/Alaskan Native			
Native Hawaiian/Other Pacific Islander			
American Indian/Alaskan Native & White			
Asian & White			
Black/African American & White			
American Indian/Alaskan Native & Black/African American			
Other Multi-Racial			
		Grand Total	341

Gender

Total Project Beneficiaries:	341	Male:	171	Female:	170
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Activities on Private Property (First-time services and housing rehab):

Report the income level of each **household** benefiting from the TxCDBG housing rehabilitation activity, based on the current HUD Section 8 Income Limits.

Income Level	No. of Owner-Occupied Units	No. of Rented Units
Very Low (at or below 30% of the AMFI)	0	
Low (31-50% of the AMFI)	81	
Moderate (51-80% of the AMFI)	0	
Non-Low Moderate (above 80% of AMFI)	0	
Total	81	0
Percent Low/Mod	100 %	

Anticipated Outcome Units:

	Beneficiaries	Beneficiaries	Beneficiaries
1) Public Service		2) Public Facility or Infrastructure Improvement	Private Prop.
a) new access	* 139	a) new access	
b) improved access		b) improved access	
c) no longer substandard		c) no longer substandard	341
Total	* 139	Total	341

* Note: Please note that the 139 beneficiaries under line item 1) Public Service are already counted under 2) Public Facilities or Infrastructure Improvement. These beneficiaries can only be counted one time. They are part of the beneficiaries in the 341 total.

Citizen Comment:

Date of Final Public Hearing: 12/15/08 (attach advertisement)

A public hearing was held on Monday, December 15, 2008 at 5:30 p.m. at the UCP Conference Room. No one attended the Meeting. There were no comments. Advertisement (original tear sheet), roster and minutes are attached.

Fair Housing Activity:

Note: This activity must have been performed during the contract period. See **Chapter 10: Civil Rights Requirements** for a listing of acceptable activities.

UCP Hidalgo County Proclamation – Fair Housing

UCP Hidalgo County Proclamation – 3rd Annual CDBG Celebration

UCP Hidalgo County Proclamation – Homeownership Month

UCP Hidalgo County - City of Mercedes Proclamation – Fair Housing

UCP Hidalgo County - City of Weslaco Proclamation – Fair Housing

UCP Hidalgo County - Fair Housing/CDBG Week Pictures

UCP Hidalgo County – Leaflets, Memo, Order Form, etc.

UCP Hidalgo County - “2008 CDBG Week” Festivities leaflet & Poster & Registration Form.

Certifications:

As chief elected official of the contractor jurisdiction, I certify that:

- a. The information contained in this report is accurate to the best of my knowledge;
- b. All records related to contractor activities are available for review;
- c. TXCDBG funds were not used to reduce the level of local financial support for housing and community development activities;
- d. No attempt to recover any capital costs of public improvements assisted in whole or in part with such funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements unless (a) such funds are used to pay the proportion of such fee or assessment that related to the capital costs of such public improvements that are financed from revenue sources other than such funds; or (b) for purposes of assessing any amount against properties owned and occupied by persons of moderate income, contractor certifies that it lacks sufficient funds under this contract to comply with the requirements of clause (a); and
- e. The persons to benefit from the activities described in Exhibit A, Performance Statement, of this contract are receiving service or a benefit from the use of the new or improved facilities and activities.

Juan D. Salinas, III, Hidalgo County Judge

Typed Name and Title of Chief Elected Official

Signature of Chief Elected Official

Date

**CERTIFICATE OF CONSTRUCTION
COMPLETION**

THIS IS TO CERTIFY THAT ON 27th DAY OF Febraury, 2008, A FINAL INSPECTION was made of the project herein described:

CONTRACT

Date: December 11, 2007
Owner: City of Donna
Construction Contractor: Garza Plumbing Inc.

Of the City of Donna State Of Texas

PROJECT DESCRIPTION

Construction Of Sewer Improvements Colonia Panfilo Martinez
UCP Contract No.: # 727055 City of Donna
Located in or near the City/Pct. Of Donna

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:
N/A
2. That the sum of N/A (\$ _____), deducted from the final payment of the contractor is a fair and equitable settlement for the foregoing except work.
3. That the contractor has presented a "Certificate of Release" stating under oath, that all claims arising out of the performance of work have been fulfilled, and the OWNER is released form all claims arising under or by virtue of said contract.
4. That the contractor has presented on 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 one year from this date, as provided in said contract.

5. Amount of Original Contract	<u>\$ 40,100.00</u>
Present Amount of Contract	<u>40,100.00</u>
Total Amount Earned To Date	<u>40,100.00</u>
Less: Previous Payments	<u>26,010.00</u>
Balance	<u>14,090.00</u>
Authorized Deductions	<u>-0-</u>
Amount of Final Payment	<u>\$14,090.00</u>

6. That the final payment in the amount of \$ Fourteen Thousand & Ninety
dollars and -0- cents (\$14,090.00) is now due and payable.


Engineer's Signature

CONCURRED BY:



CONTRACTOR'S NAME

CONCURRED BY:



~~CONFIDENTIAL~~ UCP

BY: MS/ DIANA R. SERNA

TITLE: UCP DIRECTOR

**CERTIFICATE OF CONSTRUCTION
COMPLETION**

THIS IS TO CERTIFY THAT ON 12 DAY OF NOVEMBER, 2008, A FINAL INSPECTION was made of the project herein described:

CONTRACT

Date: April 9, 2008
Owner: Hidalgo County Urban County Program Joined by City of Weslaco
Construction Contractor: Closner Construction
Of the City of La Feria State Of Texas

PROJECT DESCRIPTION

Construction Of City of Weslaco - Colonia Rosedale Heights
UCP Contract No.: 727055
Located in or near the City/Pct. Of Weslaco

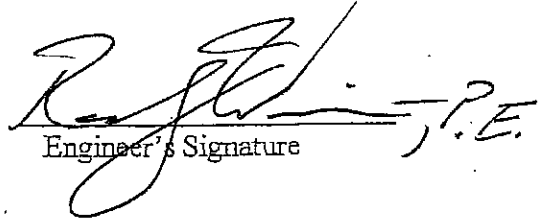
THIS IS TO CERTIFY:

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 Zero (\$ -0-), deducted from the final payment of the contractor is a fair and equitable settlement for the foregoing except work.
3. That the contractor has presented a "Certificate of Release" stating under oath, that all claims arising out of the performance of work have been fulfilled, and the OWNER is released from all claims arising under or by virtue of said contract.
4. That the contractor has presented on 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 one year from this date, as provided in said contract.

5. Amount of Original Contract
 Present Amount of Contract
 Total Amount Earned To Date
 Less: Previous Payments
 Balance
 Authorized Deductions
 Amount of Final Payment


178,056.75
185,329.35
185,329.35
124,576.87
60,752.48
- 0 -
60,752.48

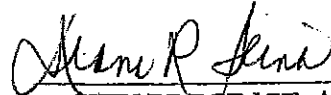
6. That the final payment in the amount of \$ Sixty thousand Seven Hundred Eighty two
 dollars and forty eight cents (\$ 60,752.48) is now due and payable.


 Engineer's Signature, P.E.

CONCURRED BY:

CONCURRED BY:


 CONTRACTOR'S NAME
 Closner Construction Co. LC
 Jaime Closner
 President


 CITY/PRECINCT UCP
 URBAN COUNTY PROGRAM

BY: MS. DIANA R. SERNA

TITLE: UCP DIRECTOR

AI-13406

11.D.

**Contract amendment - (Street Imp. project) City of Edcouch
CC REGULAR**

Date: 01/20/2009
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Category: Urban County

Information

CAPTION

The Urban County Program, is requesting approval to amend the professional services agreement with J.E. Saenz & Associates, Inc. The amendment will add testing services for a street improvements project. The contract amount will increase by \$5,000.00 from \$9,627.53 to \$14,627.53.

BACKGROUND

Hidalgo County Urban County Program executed a contract with J.E. Saenz & Associates, Inc. in the amount of \$9,627.53 for the 2007 Street Improvements project and it was approved by Hidalgo County Commissioner's Court on July 22, 2008. The city of Edcouch has requested that the contract be amended to add material testing services. (See attached copy of the Amended Professional Service Contract and "Exhibit A" the amended testing services.)

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** Urban County funds

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

BUDGETARY IMPACT:

Urban County Street Improvement funds will be used for this project.

Attachments

Link: [street imp. amendment](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	01/14/2009 11:03 AM	APRV
2	Veronica Lopez	Veronica Lopez	01/15/2009 01:07 PM	APRV
3	Auditor's Office	Linda Fong	01/15/2009 02:04 PM	APRV
4	Purchasing Department	Marty Salazar	01/15/2009 03:39 PM	APRV

Form Started By: Estella Webber
Started On: 01/14/2009 09:42 AM

Final Approval Date: 01/15/2009



City of Edcouch

JOSE R. GUZMAN,
EDDY GONZALEZ,
MARIA DE LA CRUZ,
ENRIQUE MARTINEZ,
RUTH RUIZ,
GUADALUPE O. GARCIA,
DELMIRA Y. OLIVAREZ,

Mayor
Mayor Pro-Temp.
Alderman - Pl. 1
Alderman - Pl. 2
Alderman - Pl. 3
Alderman - Pl. 4
City Manager

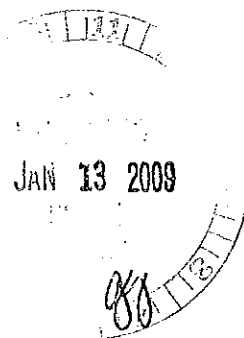
MEMORANDUM

TO: Lupita Garcia, CDBG Coordinator
FROM: Delmira Olivarez, City Manager
SUBJECT: Request for Item on Agenda
DATE: January 13, 2009

Pursuant to our discussion on January 13, 2009, I, am hereby requesting that the following item be place on the agenda for County Commissioner consideration and approval:

Increasing the Engineering contract for J.E. Saenz, for the amount of \$5,000.00, due to street testing.

Any questions please call me as soon as possible.





City of Edcouch

JOSE R. GUZMAN,
EDDY GONZALEZ,
MARIA DE LA CRUZ,
ENRIQUE MARTINEZ,
RUTH RUIZ,
GUADALUPE O. GARCIA,
DELMIRA Y. OLIVAREZ,

Mayor
Mayor Pro-Temp.
Aldermoman - Pl. 1
Alderman - Pl. 2
Aldermoman - Pl. 3
Aldermoman - Pl. 4
City Manager

January 13, 2009

To Whom it may concern:

As required, I am sending you a complete and certified excerpt from the minutes of January 12, 2009, a Special Meeting of the Board of Aldermen of the City of Edcouch, 7:00P.M.

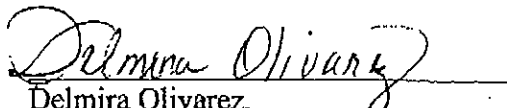
I. OLD BUSINESS

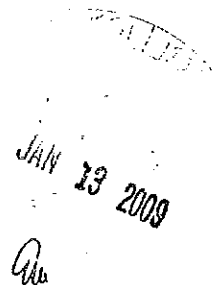
- a. DISCUSSION AND ACTION ON INCREASING SAENZ
ENGINEERING CONTRACT FOR A TOTAL AMOUNT OF \$5,000.00,
TO INCLUDE TESTING FOR STREET PROJECT
#5007-20-0311-5000-2000.

**MAYOR ASKED MRS. OLIVAREZ TO EXPLAIN THE NEED TO
AMEND THE ENGINEERING CONTRACT AGAIN, AND SHE
ADVISED THE COUNCIL THAT IN THE LAST MEETING THE
COUNCIL DID NOT TAKE ACTION ON THE EXACT AMOUNT,
AND URBAN COUNTY NEEDED A DOLLAR AMOUNT TO AMEND
THE CONTRACT.**

**THE MAYOR ASKED FOR A MOTION AND MAYOR PRO-TEM
MADE THE 1ST MOTION, AND 2ND BY COMMISSIONER
MARTINEZ, A VOTE OF ALL AYES WAS CASTED AND MOTION
CARRIED**

I, Delmira Olivarez, City Manager, certify that this is a complete and correct excerpt of the minutes of January 12, 2009.


Delmira Olivarez,
City Secretary


JAN 13 2009
A

STATE OF TEXAS

§
§
§

COUNTY OF HIDALGO

5007-20-0311-5000-2000

Amendment #1
Professional Services Agreement

This Agreement, entered into this **20 day of January, 2009** by and between Hidalgo County, a political subdivision of the State of Texas, joined by the **City of Edcouch**, (hereinafter called the "Party") and **J.E. Saenz** duly authorized Engineer, herein acting by **J.E. Saenz & Associates** (hereinafter called the "Engineer").

WITNESSETH THAT:

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

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

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

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

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

SECTION I
EMPLOYMENT OF THE ENGINEER

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

SECTION II
BASIC SERVICES OF THE ENGINEER

The Engineer shall perform the following Basic Services in connection with the proposed **Street Improvement Project** Account(s) **5007-20-0311-5000-2000**. (See Exhibit A)

2.1 Preliminary Phase

- a. Attend preliminary conferences with the Party and, if requested, with the funding agency and other government agencies or interested parties regarding the project.
- b. As may be required, comply and receive the Party and the funding agencies approval on all work.
- c. Prepare preliminary engineering plans on the Project in sufficient detail to indicate clearly the problems involved and solutions recommended with the cost estimates.
- d. Obtain the Party's approval of the work of this Preliminary Phase before proceeding with the next phase.

2.2 Design Phase

- a. Attend the respective Party's meetings as requested for the purpose of explaining completed design work activities.
- b. Advise the Party of any soil investigations or tests which, in the opinion of the Engineer, maybe required for the proper execution of the Project.
- c. Provide all field information and surveys required for the design of the Project.
- d. Plot field data and other survey information for the design of the Project.
- e. Prepare detailed plans specification and contract documents and drawings (reproducible tracings) for construction authorized by the Party.
- f. Furnish, if requested, the engineering data necessary for the Party to obtain permits required by local, state, and federal authorities.
- g. Prepare cost estimates of authorized construction, based on prices for work. If such estimated costs exceed the monies available, the Party shall be consulted so that revisions can be made to reduce the cost as required.
- h. Prepare all documents required for the advertisement and bidding of the Project in cooperation with the Party's staff.
- i. Preparation of property or easement descriptions.

2.3 Construction Phase

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

- a. Assist the Party in opening and tabulating bids for the construction of the Project, and advise the Party in establishing the procedure for entering into construction phase.
 - b. Prepare the formal Contract Documents for the Contractor.
 - c. Make periodic visits to the site as required pursuant to the standards of Professional Engineers on projects of this nature, provide project construction supervision, to observe the progress and quality of the executed work and to determine if the work is proceeding in accordance with the contract documents.
 - d. Consult and advise with the Party and issue all instructions and Change Orders to the Contractor requested by the Party.
 - e. During the progress of actual construction, Engineer will keep the Owner informed with brief and concise information. A monthly progress report will be prepared which will give the Party a quick glance at the Project insofar as monies spent, construction time elapsed, percent of Project completed, a brief narrative of what problems have been encountered and the anticipated completion date.
 - f. Review shop and working drawings furnished by Contractors for general compliance with design concept and with information given in contract documents.
 - g. Review and provide a recommendation concerning samples, catalog data, schedules, shop drawings, laboratory, shape and mill tests of material and equipment and other data which the Contractor is required to submit, in compliance with the Contract Documents.
 - h. Prepare monthly and final estimates for payments to Contractors.
 - i. Upon receipt of notification by the Party that the work has been completed, the Engineer shall accompany the Party on the Final Inspection to assure that the total work has been completed in accordance with the Contract Documents.
- J• Prior to the Party's dispersal of any retainage of funds, render a written opinion to the Party that the construction has been completed according to the Contract Documents and provide the Party with a certificate of completion and release of liens documents from subcontractors.
- k. Provide the Party with sepia copies of as-built drawings of the constructed improvements, when 3

requested.

1. The Engineer will be responsible for interim and final inspection.
- m. Furnish to the Party of City of Edcouch Four (4) sets of plans and four (4) sets of specifications and contract documents.

SECTION III ADDITIONAL SERVICES OF THE ENGINEER

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

- 3.1 Services of a Resident Project Representative, and other field personnel as required, for on-the-site observations of construction, other than periodic visits covered in Section 2.3a herein.
- 3.2 Detailed mill, shop and/or laboratory inspection of materials or equipment.
- 3.3 Major revision of Contract drawings as distinguished from modifications due to change orders, modifications to reduce the cost of the project or modifications requested to meet federal, state, or local regulations.

SECTION IV REIMBURSABLE EXPENSES

- 4.1 Travel and subsistence required for the Engineer and authorized by the Party to points other than within the County and Project site.
- 4.2 Additional copies of reports and specifications over six (6) copies and additional prints of drawings over six (6) copies.
- 4.3 Reimbursable expenses as provided in Section IV herein shall be paid to the Engineer on the basis of 1.1 times the Engineers actual cost.

SECTION V THE PARTY'S RESPONSIBILITIES

The Party will:

- 5.1 Provide full information as to requirements for the Project.
- 5.2 Assist the Engineer by providing all available information pertinent to the Project including reports and any other data relative to design and construction of the Project.
- 5.3 Furnish the Engineer services or data as required such as appropriate professional interpretations 4
UCP-52b (Precinct)

Revised: 07/08/04

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

- 5.4 Guarantee access to and make all provisions for the Engineer to enter upon public and private property as required for the Engineer to perform his services under this Agreement.
- 5.5 Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the Engineer.
- 5.6 Pay for all costs incident to advertising and obtaining bids or proposals from Contractors.
- 5.7 Provide such legal and accounting services required to discharge the Party's responsibility under the terms of this Agreement and any Agreement with any governmental agency as may be required for the project, and such auditing services as the Party may require to ascertain how or for what the purpose any Contractor has used the monies paid to him under the construction contract.
- 5.8 Give prompt written notice to the Engineer whenever the Party observes or otherwise becomes aware of any defect in the Project.

SECTION VI PAYMENTS TO THE ENGINEER

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

- 6.1 The Engineer shall be paid a total fixed amount of **\$14,627.53** for services rendered under this contract. Payment shall be based on request for reimbursements with documentation requested by the Party. The Engineer's fee shall be due and payable as outlined in Sections 6.2, 6.3, and 6.4 as follows.
- 6.2 At Engineer's completion and Party's approval of the Engineer's services under the Preliminary Phase, Section II of this Agreement, Party shall pay a maximum of 15% of the sum set forth in Section 6.1 above.
- 6.3 At Engineer's completion and Party's approval of the Engineer's services under the Design Phase, Section II of this Agreement, Party shall pay a maximum of 60% of the sum set forth in Section 6.1 above.
- 6.4 At Engineer's completion and Party's approval of the Engineer's services under the Construction Phase, Section II of this Agreement, Party shall pay a maximum of 25% of the sum set forth in Section 6.1 above. Such sum to be paid periodically proportionately to the percentage of construction completed by the Contractor as determined by Engineer's reports.
- 6.5 For Additional Services as provided in Section III herein the Engineer shall be paid a sum of 1.1 times the Engineer's actual cost for such services.

**SECTION VII
OWNERSHIP OF DOCUMENTS**

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

**SECTION VIII
TERMINATION**

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

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

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

**SECTION IX
COUNTY AND CITY OFFICIALS**

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

**SECTION X
SUCCESSORS AND ASSIGNS**

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

**SECTION XI
TIME OF PERFORMANCE**

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

**SECTION XII
VENUE**

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

**SECTION XIII
CHANGES**

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

**SECTION XIV
COMPLIANCE WITH LOCAL LAWS**

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

**SECTION XV
ASSIGNABILITY**

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

**SECTION XVI
GENERAL**

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

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

- a. Title VI of the Civil Rights Act - requires that no one may be denied access to benefits from projects which receive federal assistance.
- b. Section 109 of the Housing and Community Development Act of 1974 - Nondiscrimination related to benefits from projects funded specifically under Title I of the Act.
- c. Section 3 of the HUD Act of 1968 - requires that maximum effort be made to provide employment, training, and business opportunities to low income families and/or residents of the project area.
- d. The Engineer shall give the United States Department of Housing and Urban Development, the Inspector General, the Comptroller General of the United States, the Auditor of the State of Texas, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by Engineer pertaining to this Agreement. Such rights to access shall continue as long as the records are retained by Engineer. Engineer agrees to maintain such records in an accessible location for a period of three (3) years.
- e. Executive Order 11246 (paragraph a-c for contracts under \$10,000; paragraphs a-g for contracts over \$10,000) - Equal Employment Opportunity.

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

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

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

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

SECTION XVII INSURANCE

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

- 17A A comprehensive automobile liability policy covering liability exposure to bodily injury and property damages. The Engineer shall furnish Party Certificates of Insurance showing the comprehensive automobile liability insurance policies to be in effect, commencing when Engineers commence operations under this Agreement, in the sum of \$300,000 for bodily injury and \$100,000 for property damages.
- 17.2 Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
- 17.3 A Five Hundred Thousand Dollar (\$500,000.00) Comprehensive General Liability Insurance Policy providing additional coverage to all underlying liabilities of County consistent with potential exposure of County under the Texas Tort Claims Act;
- 17.4 Workers Compensation Insurance in amount established by Texas law, under the bidder is specifically exempted from the Texas Worker's Compensation Act, Texas Labor Code Chapter 401, et. seq.
- 17.5 All insurance policies must be written by an insurance company or companies acceptable to the Party.

SECTION XVIII WARRANTY

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

**SECTION XIX
EFFECTIVE DATE**

The effective date of this contract shall be 20 day of January, 2009. Such date being the date the County Commissioners' Court approved entering into contract with Engineer.

This Agreement is hereby approved this ____ day of _____, 2009.

Engineer Signature

Firm Name: J.E. Saenz & Associates

Address: 5211 East Wisconsin Road

City/ST/ZIP: Edinburg, Texas 78539

FED ID #ISS #: 74-2741752

**STATE OF TEXAS
COUNTY OF HIDALGO**

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

My commission Expires

Notary Public State of Texas

City of Edcouch

City Secretary (SEAL)

Mayor

Urban County Program

Witness

UCP-52b (Precinct)

Diana R. Serna, UCP Director

Revised: 10/08/04

Proposal No. PMD09-009-00
January 08, 2009

"Exhibit A"



Raba-Kistner Consultants, Inc.
800 E. Hackberry
McAllen, Texas 78501
(956) 682-5332 • FAX (956) 682-5487
www.rkci.com

Mr. Eddie Saenz, President
J.E. Saenz & Associates
P.O. Box 3293
Edinburg, Texas 78540

**Re: Construction Materials Engineering and Testing Services
Proposed Intersections Reconstruction – Year 20 Street Improvements
Edcouch, Hidalgo County, Texas**

Dear Mr. Saenz:

Raba-Kistner Consultants, Inc., (R-K), is pleased to have been selected to provide Construction Materials Engineering and Testing Services for the above-referenced project.

Our opinion of probable cost of services for this project is \$ 5,000.00. This amount should not be considered a maximum but is our estimate of the probable costs associated with implementing the work outlined on Page 4 of this document. The Contractor's means/methods, sequencing, and scheduling can significantly impact our estimate of the probable cost.

Included with this letter is our priced proposal giving the observation/testing item, a brief description and unit fee for each service, estimated item quantities, and cost extensions. Our proposed scope of services and estimated item quantities are based upon our review of the project plans and specification received by our office on Monday, December 29, 2008, from J.E. Saenz & Associates, Inc., the project's engineering firm. The scope and quantity of services provided will be dependent upon services actually required by you, your representatives, the design team and/or the General Contractor and its Subcontractors. Charges will be assessed only for actual services rendered. All services authorized or requested by you, your representatives, the design team and/or the General Contractor and its Subcontractors in excess of quantities for observation and testing services shown herein will be charged at the appropriate unit rate for such services. Charges will be invoiced on a monthly basis and will show computerized composite total of services rendered for each service category.

Invoices will be submitted monthly for work in progress in our standard format. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Dallas County, Texas 75397-1037. All parties hereby agree that the contract upon acceptance will be performed in Bexar County, Texas. Past due invoices may be subject to late charges at an annual rate of eighteen (18) percent on any balances unpaid after thirty (30) days from issue. In the event that State of Texas legislates a sales tax on professional services, the amount of tax applicable will be added to the appropriate service rate charged by R-K.

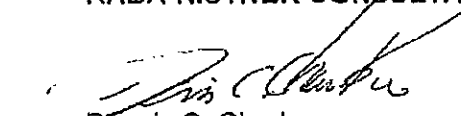
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W:\Active Proposals\McAllen\2009 Proposal Log\PMD09-009-00\Proposal Edcouch Year 20 Street Improvements.doc

We appreciate the opportunity of submitting this proposal and look forward to working with you during the construction of this project. **Please return a signed copy of this letter proposal to provide written authorization for our firm to commence work on the services outlined herein.**

Best regards,

RABA-KISTNER CONSULTANTS, INC.



Dennis C. Charkow
Supervisor, CME

Approved by: _____
(Signature)

Attachments: Basic Charges
I - Standard Terms and Conditions
II - Schedule of Fees

Approved by: _____
(Print or Type Name)

Date: _____

PLEASE FILL OUT FOR DISTRIBUTION OF TYPED REPORTS

COMPANY	CONTACT	ADDRESS	PHONE	FAX

PLEASE INDICATE NAME OF RESPONSIBLE PARTY FOR PAYMENT FOR THE ABOVE SERVICES:

PRINTED NAME			
COMPANY NAME			
COMPANY ADDRESS			
CITY, STATE, ZIP			
PHONE NUMBER		FAX:	
DATE			

**Construction Materials Engineering and Testing Services
Proposed Intersections Reconstruction – Year 20 Street Improvements
Edcouch, Hidalgo County, Texas**

Basic Charges

1. A vehicle travel charge will be assessed for round trip travel from our office to the project site, material supplier, etc. and back to our office. The charges for travel from our office to the project site and return to our office will be as follows:

Travel Time (round trip)	1.25 hour(s)
Vehicle Trip Charge	\$ 30.00\trip

2. Service Charges are based on the hourly rates stated herein and will be assessed from the time the Engineer or Technician leaves our office until he returns form the project.
3. Any engineering and/or technical services provided on Saturday, Sunday and all work in excess of "normal" work hours, as stated herein, Monday through Friday, will be charged at an overtime rate of 1.5 times the appropriate hourly rate. Our total cost of services is based upon the assumption most services will be provided during "normal" work hours. Providing an excessive amount of services during days and/or hours requiring overtime rates may significantly increase the total cost of services shown herein.
4. "Normal" work hours are between 7:00 a.m. and 6:00 p.m., including travel time to and from the site unless stated otherwise. Overtime charges will be assessed after eight (8) continuous hours of service rendered during "normal" work hours.
5. Minimum of 2 hours billing per visit to project site.
6. A ten (10) percent project management and administration cost will be added to all invoices.
7. Our opinion of probable cost for each proposal to be submitted is based upon an estimate of the construction materials engineering and testing services required to meet the project requirements. Because the general contractor has control over the project and determines the means and methods used to build/construct the project, our proposed scope of services is an estimate. On the basis of the general contractor's schedule, potential retesting of non-compliance items, weather related issues, the actual total services and fees may be higher or lower than the estimates in our proposal. R-K will keep you CLIENT apprised of our billings in comparison to our opinion of probable cost (project budget) over the life of the project. All tests noted as retests of previously non-complaint areas will be billed to the CLIENT. R-K will invoice these tests separately to allow CLIENT to segregate the charges from our normal charges. This will allow CLIENT to back charge the general contractor as necessary. CLIENT will be responsible for payment of all services rendered by R-K for the project.

CONSTRUCTION MATERIALS TESTING UNIT RATES
Proposed Intersections Reconstruction – Year 20 Street Improvements
Edcouch, Hidalgo County, Texas

Internal Codes		Description	Unit Fees		Estimated Quantity	Estimated Cost
5VRSF	1	Moisture/Density Relationship Proctor (ASTM/AASHTO)	\$ 202.50	ea.	3	\$ 607.50
5VRBG	2	Atterberg Limits Determinations (P.I.) (ASTM/AASHTO)	\$ 73.50	ea.	3	\$ 220.50
5WKR8	3	Sieve Analysis –200	\$ 49.50	ea.	2	\$ 99.00
5WKR5	4	Seive Analysis - Flex Base Material	\$ 49.50	ea.	1	\$ 49.50
5QT00	5	Technician Time – Sampling	\$ 43.25	hr.	6	\$ 259.50
5QOMO	6	Nuclear Field Density Tests	\$ 18.50	ea.	40	\$ 740.00
5QT05	7	Technician Time – Density Testing	\$ 43.25	hr.	18	\$ 778.50
5QFXE	8	Concrete Compressive Strength Tests	\$ 13.50	ea.	15	\$ 202.50
5QT06	9	Technician Time – Concrete Testing	\$ 43.25	hr.	6	\$ 259.50
5QBT0	10	Air Content	\$ 25.25	ea.	3	\$ 75.75
5Q055	11	Technician Time – Pick-Up of Specimen(s)	\$ 43.25	hr.	2	\$ 86.50
5RT01	12	Vehicle Travel Charge	\$ 30.00	trip	19	\$ 570.00
Q401	13	Asphaltic Concrete Laydown Observation	\$ 49.50	hr.	5	\$ 247.50
5UIBMH	14	Extraction, Gradation, Bitumen Content and Laboratory Density of Asphaltic Concrete	\$ 248.75	ea.	1	\$ 248.75
5UBSO	15	Maximum Theoretical Specific Gravity of Asphalt	\$ 102.25	ea.	1	\$ 102.25
5Z512	16	Project Administration (Markup of Invoiced Billing Cycle)	10%			\$ 454.73
Estimated Total Cost of Services						\$ 5,001.98

ATTACHMENT I
RABA-KISTNER COMPANIES
STANDARD TERMS AND CONDITIONS

1. RABA-KISTNER (Raba-Kistner Consultants, Inc.; Raba-Kistner Consultants (SV), Inc.; Raba-Kistner-Brytest, Inc.; Raba-Kistner Infrastructure, Inc.) is being engaged by the CLIENT to render professional services involving various aspects of design, construction observation, or the condition of various building, site, and/or environmental materials, which may contain or be contaminated by hazardous materials and asbestos containing materials (ACM).

Raba-Kistner (hereafter referred to as R-K) provides a wide variety of services. Services provided by different R-K companies or different departments therein, to the same Client, occasionally overlap. CLIENT acknowledges that R-K has no obligation to research prior work by R-K for CLIENT or others, or work performed by R-K or others at the proposed project site, regardless of the specific R-K companies, departments or office locations that will be involved in the proposed work.

2. R-K will perform its services in accordance with the standard of care and diligence normally practiced by recognized professional firms in performing services of a similar nature, in the same locality, under similar circumstances. CLIENT expressly acknowledges that R-K makes no other warranties or guarantees, expressed or implied, regarding the services set forth herein. CLIENT expressly acknowledges that all of the services provided to it by R-K pursuant to this Agreement are professional services involving only R-K's advice, judgment and opinion. R-K will apply professional judgment in determining the extent to which R-K will comply with any given standard identified in R-K's instruments of professional services. Unless otherwise stated in writing, such compliance, referred to as "general compliance", specifically excludes consideration of any standard listed as a reference in the text of those standards cited by R-K.
3. CLIENT will provide right-of-entry to the buildings and sites which are the subjects of R-K's services. CLIENT represents that it possesses authority for such right-of-entry and that the building/site operator(s) possess the necessary permits and licenses for current activities at the site.
4. The CLIENT will be responsible for providing the location of all underground utilities and other structures in the vicinity of our borings. R-K cannot accept responsibility and will not be liable for penetrating any underground utility, underground storage tank, or other subsurface condition not previously identified and located, or improperly located, by the CLIENT or a utility agency.
5. If materials are encountered in the field which are judged to be potentially hazardous or a danger to our personnel, all field work will cease and the CLIENT will be notified. Subsequent work on the project will then be conducted only with specific additional authorization from the CLIENT and will be charged at appropriate revised unit rates. The scope of work and cost estimate does not include the cost of containerizing any waste or cuttings or their removal from the site. Such materials will be containerized and left at the site.

The results of sample analyses or other information will be used to render a professional opinion regarding the nature of materials left on site. If this information indicates the materials are hazardous or potentially hazardous, and if CLIENT does not wish the waste or drill cuttings to be left on site, R-K will have such materials transported to a licensed facility for final disposal using a manifest signed by the CLIENT as generator. CLIENT agrees to pay all costs associated with management, analyses, storage,

transportation, and disposal of materials. CLIENT recognizes and agrees that R-K at no time assumes ownership to said materials.

6. The scope of work and cost estimate does not include costs incurred to provide access to sites which are inaccessible to our truck-mounted drill rigs and support vehicles. They also do not include costs incurred due to delays caused by inclement weather.
7. All samples obtained at the site will be managed by R-K. R-K will retain preservable samples and the residues from testing of all samples that, in R-K's professional opinion, do not contain materials that are hazardous or potentially hazardous, for 30 days after submission of its report. The samples and residues will be disposed of at the end of the 30 day period.
8. R-K will be compensated largely on the basis of the time required in rendering these professional services – not on the basis of potential legal liabilities created by any risks associated from the hazardous materials and ACM.

In the event that in R-K's professional opinion, the samples contain potential constituents of concern, R-K will return such samples and residues to CLIENT, or, using a manifest signed by CLIENT as generator, R-K will have such samples transported to a licensed facility for final disposal. CLIENT agrees to pay all costs associated with management, analyses, storage, transportation, and disposal of materials. CLIENT recognizes and agrees that R-K at no time assumes ownership of said samples.

During its prime, asbestos was used in over 3,000 different products and can still be found in some products today. Consequently, attempts to locate and identify "all" asbestos in a survey would be both impractical and cost prohibitive. If retained to conduct an asbestos survey, R-K will direct its efforts at locating accessible, friable asbestos and non-friable asbestos which, in R-K's professional opinion, might become friable as a result of remodeling activities.

Likewise, several thousand chemicals, wastes, and other materials have been designated as hazardous or toxic by various laws and regulations. If retained to conduct a site assessment with respect to such materials, R-K will direct its efforts at locating the most significant sources, or potential sources, of such materials which, in R-K's professional opinion, have the potential for causing the most significant impact.

9. R-K may provide CLIENT with a written report in connection with the services performed. The report will present such findings and conclusions as R-K may reasonably make with the information gathered while performing its services. In preparing the report, R-K may review and interpret certain information provided to it by the CLIENT or by third parties. R-K will not conduct an independent evaluation of the accuracy or completeness of such information and shall not be responsible for any errors or omissions contained in such information. The report and other instruments of service are prepared for, and made available for the sole use of the CLIENT, and the contents thereof may not be used or relied upon by any other person without the express written authorization of R-K. Any unauthorized use or distribution shall be at the CLIENT's sole risk and without liability to R-K.

R-K's reports, drawings, plans, specifications, and other project related documents and deliverables are instruments of professional service ("instruments") developed by R-K in

contemplation of a wide array of project-specific variables, including how the documents will be used and by whom. R-K shall be the owner and custodian of the Instruments, and shall take appropriate measures to help prevent unauthorized use of them. Accordingly, during development of the scope of service, CLIENT and R-K shall together identify those who, in addition to CLIENT, may use the various Instruments and for what purposes, and R-K shall copyright the Instruments to make illegal any unauthorized duplication, other reproduction or copying, quotation, or excerpt of them.

Parties other than those identified by CLIENT and R-K may apply to use an instrument, using a form prepared by R-K for that purpose. Others' use of an instrument shall be permitted only when CLIENT and R-K both so agree; either shall have the right to forbid use by others. In addition, R-K shall make its permission contingent upon the satisfaction of certain conditions when, in R-K's professional judgment, such a contingency is necessary.

10. CLIENT will indemnify R-K against any claims or costs which exceed the limitation on R-K's liability provided for in this document, or result from acts or omissions of CLIENT. If litigation or threat of litigation ensues not involving R-K, CLIENT agrees to bear the full cost for R-K to comply with applicable State law and any court orders to provide access to R-K's files, personnel, facilities and equipment.
11. The person or entity responsible for performing the Work under the contract for Construction shall be defined as the Contractor. R-K's site safety responsibilities are solely limited to the activities of R-K and R-K's employees on the site. These responsibilities shall not be inferred by any party to mean that R-K has responsibility for site safety for any reason. Safety in, on or about the site is the sole and exclusive responsibility of the Contractor alone. The Contractor's methods of work performance, supervision of the Contractor's employees, and sequencing of construction are also the sole and exclusive responsibility of the Contractor alone. CLIENT warrants that these responsibilities will be made clear in CLIENT'S agreement with the Contractor; CLIENT'S agreement with the Contractor shall require the Contractor, to the extent of Contractor's negligence, to indemnify, defend and hold CLIENT and R-K harmless from any fine, penalty, claim, or liability for injury or loss arising from CLIENT's and R-K's alleged failure to exercise site safety responsibility; and CLIENT'S agreement with Contractor and all Subcontractors shall require the Contractor and Subcontractors to make CLIENT and R-K additional insureds under the Contractor's and all Subcontractor's general liability insurance policy, which insurance protection shall be primary protection for CLIENT and R-K, and shall hold CLIENT and R-K harmless from claims, losses, and defense arising from the negligence of Contractor or Subcontractor on any tier.
12. For any damage on account of any error, omission, or other professional negligence, R-K's liability to CLIENT, or to any third party, will be limited to a sum not to exceed \$50,000 or R-K's project fee for that portion of R-K's work found to be defective, whichever is greater. R-K's liability to CLIENT, or to any third party, for injury or damage to persons or property arising out of work performed for CLIENT and for which legal liability may be found to rest upon R-K, other than for professional errors and omissions, will be limited to R-K's available general liability insurance coverage of \$1,000,000.
13. Cancellation of the Agreement to which these terms and conditions apply may be made by either party for just cause after 30 days' written notification of intent of cancellation is provided to the other party. In the event the CLIENT elects to terminate the Agreement, R-K will be compensated in full for all services, materials, supplies, and expenses incurred prior to the actual cancellation date of the Agreement. The CLIENT shall in any event pay all amounts invoiced that the CLIENT does not dispute as provided herein.
14. If the Client fails to make payments when due or otherwise is in breach of this Agreement, R-K may suspend performance of services upon 7 calendar days' notice to the Client. R-K shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Upon payment in full by the Client, R-K shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for R-K to resume performance. If the Client fails to make payment to R-K in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by R-K. Payment of invoices shall not be subject to any discounts or set-offs by the Client unless agreed to in writing by R-K. Payment to R-K for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.
15. All claims, disputes, and other controversy between R-K and CLIENT arising out of or in any way related to the services provided by R-K will be submitted to "alternative dispute resolution" (ADR) such as mediation, before and as a condition precedent to other remedies provided by law. If a dispute at law arises related to these services and that dispute requires litigation as provided above, then; CLIENT assents to personal jurisdiction in the State of R-K's principal place of business; The claim will be brought and tried in judicial jurisdiction of the court of the county where R-K's principal place of business is located, and CLIENT waives the right to remove action to any other county or jurisdiction; and the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' and expert witness fees, and other claim-related expenses.
16. Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control ("Force Majeure") including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, Insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected. Force Majeure may not be claimed as a cause for delay in payment of money due and payable hereunder.
17. Each provision of this Agreement is intended to be several. If any terms or provisions of this agreement shall be held to be invalid, illegal, or unenforceable of any reason whatsoever, the validity, legality, and enforceability of the remaining provisions hereof shall remain in full force and effect and shall not in any way be affected or impaired thereby. Moreover, to the maximum extent allowed by law, the Parties hereto stipulate that any offending provisions will be modified or altered, as necessary, so as to give such provision the maximum permissible effect and application intended.
18. This Agreement, and all of its attachments, constitutes the entire, integrated Agreement between the Parties to it, and this Agreement supersedes all other Agreements, oral or written between the Parties, concerning the subject set forth in this Agreement. This Agreement may not be amended except in writing, with that amendment being signed by both Parties.

ATTACHMENT II

RABA-KISTNER CONSULTANTS, INC.

SCHEDULE OF FEES FOR PROFESSIONAL SERVICES

PERSONNEL:

Principal.....	\$135 to \$250/hour
Professional	\$65 to \$200/hour
Auto Cad Operator.....	\$65 to \$110/hour
Technical/Clerical/Administrative	\$38 to \$75/hour

The specific hourly rate within each classification listed above depends on the experience, special training, and qualifications of the personnel needed for the project. For projects requiring work at any hazardous waste site, there will be a \$10 per hour surcharge added to the normal billing rate for all personnel. Consultants to Raba-Kistner (R-K) will be charged according to their professional classification.

EXPENSES: Use of company automobiles will be charged at \$1.00 per mile. Automobiles and light trucks assigned to field sites will be charged at \$70.00 per day, plus \$1.00 per mile over 50 miles per day. Copies will be charged at \$0.25 per page.

Other project specific charges for use of R-K equipment or for R-K testing will be in accordance with established fee schedules. All other project specific, third-party costs will be charged at cost plus 15 percent.

Invoices will be submitted monthly for work in progress in our standard format. They are due and payable upon receipt and become past due 30 days after the billing date. Past due invoices may be subject to late charges at the rate of 1-1/2 percent per month (18 percent per annum). In the event that the State of Texas legislates a sales tax on Professional Services, the amount of the tax will be PAYMENT added to the appropriate service rate charged. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Texas 75397-1037.

Preparation of non-standard invoice will be charged on a time and materials basis in accordance with the rates in this fee schedule.

CONDITIONS: Services will be performed in accordance with our Standard Terms and Conditions.

The proposal to which this schedule is an attachment is valid for 90 days from the date of the proposal.

Appoitment of Deputy Constables

CC REGULAR

Date: 01/20/2009
Submitted By: Joel Rivera, CONSTABLE PCT. #4
Submitted For: Joel Rivera
Department: CONSTABLE PCT. #4
Agenda Category: Constables

Information

CAPTION

Constable Pct. #4:
Appointment of Deputy Constables as per Texas Local Government Code Section 86.011

BACKGROUND

Michael E. Anzaldua
Jaime T. Cano

Fiscal Impact

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

BUDGETARY IMPACT:

No Budgetary impact.

Attachments

Link: LCG 86.011 - Description

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	01/16/2009 09:43 AM	APRV
2	Sylvia Solis	Sylvia Solis	01/16/2009 01:52 PM	APRV
3	Auditor's Office		01/16/2009 05:39 PM	NEW

Form Started By: Joel Rivera
Started On: 01/15/2009 03:47 PM
Final Approval Date: 01/16/2009

Sec. 86.011. APPOINTMENT OF DEPUTY CONSTABLE.

(a) An elected constable who desires to appoint a deputy must apply in writing to the commissioners court of the county and show that it is necessary to appoint a deputy in order to properly handle the business of the constable's office that originates in the constable's precinct. The application must state the name of the proposed deputy. The commissioners court shall approve and confirm the appointment of the deputy only if the commissioners court determines that the constable needs a deputy to handle the business originating in the precinct.

(b) Each deputy constable must qualify in the manner provided for deputy sheriffs.

(c) The constable is responsible for the official acts of each deputy of the constable. The constable may require a deputy to post a bond or security. A constable may exercise any remedy against a deputy or the deputy's surety that a person may exercise against the constable or the constable's surety.

(d) A person commits an offense if the person:

(1) serves as a deputy constable and the person has not been appointed as provided by Subsection (a); or

(2) is a constable and issues a deputyship without the consent and approval of the commissioners court.

(e) An offense under Subsection (d) is punishable by a fine of not less than \$50 or more than \$1,000.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.

AI-13316

13.A.

**281 NAFTA Corridor - Resolution on Improving U.S. Highway 281
CC REGULAR**

Date: 01/20/2009
Submitted By: Erika Reyna, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Category: County Judge's Office

Information

CAPTION

Presentation on the importance of the U.S. 281 NAFTA Corridor, and consideration and approval of a resolution supporting a request for state and federal funding for certain improvements to U.S. Highway 281.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
No fiscal impact.

Attachments

Link: [Resolution](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	01/12/2009 01:28 PM	APRV
2	Manuel Chapa	Manuel Chapa	01/14/2009 11:15 AM	APRV
3	Auditor's Office	Linda Fong	01/15/2009 01:00 PM	APRV
4	Purchasing Department	Marty Salazar	01/15/2009 01:04 PM	APRV

Form Started By: Erika Reyna
Started On: 01/12/2009 10:00 AM
Final Approval Date: 01/15/2009

RESOLUTION ON IMPROVING U.S. HIGHWAY 281

WHEREAS, a safe and efficient transportation system drives economic growth and competitiveness, supports rural and urban connectivity and sustains jobs and the quality of life for our citizens; and

WHEREAS, U.S. Highway 281 is one of the most important NAFTA corridors linking more than 250 manufacturing plants or *Maquilas* in Mexico to Interstate 35 and Interstate 10 from San Antonio; and

WHEREAS, U.S. Highway 281 ranks 3rd among the seven highway corridors in Texas which carry 83% of all truck trade value between U.S and Mexico and 10 percent of the value of all U.S. international trade; and

WHEREAS, the Texas Department of Transportation estimates that the vehicle miles traveled by medium to heavy trucks weighing 10,000 pounds or more will increase by 330 percent by 2030; and

WHEREAS, U.S. 281 is a safe emergency evacuation route for the Rio Grande Valley; and

WHEREAS, the only obstacle to expediting traffic and trade along this important NAFTA corridor is the four bottlenecks in Falfurrias, Premont, Ben Bolt and George West; and

WHEREAS, several leaders from the Counties of Hidalgo, Brooks, Starr, Jim Wells and Live Oak have come together to seek highway investments to fix the bottlenecks so that U.S. 281 can operate like an interstate; and

WHEREAS, these leaders have identified four priorities: Priority 1 - Falfurrias, which consists of improvements estimated at \$87.5 million for five overpasses; Priority 2 – Ben Bolt, improvements estimated at \$13 million for an overpass at FM 2508; Priority 3 – Premont, improvements of up to \$104 million to upgrade the existing route; and Priority 4 – George West, which includes an estimated \$21.5 million for a free right turn lane and rail road overpass and \$50 million for improvements that will facilitate traffic trying to get on I-37 from U.S. 281 from either George West and/or north of Three Rivers as may be preferred by these communities; and

WHEREAS, the Texas Department of Transportation has included three of the four priorities – Falfurrias, Ben Bolt and a portion of George West -- along U.S. 281 in its submission to the United States Department of Transportation as projects ready to begin construction should the United States Congress pass an economic stimulus bill and provide federal funding for these two priorities.

WHEREAS, the upcoming legislative review of the Texas Department of Transportation in Texas and the pending re-authorization of federal highway programs provide an excellent opportunity to re-examine the funding for transportation infrastructure and the prioritization of projects and policies.

NOW, THEREFORE BE IT RESOLVED, that the Hidalgo County Commissioners Court urges the Texas Legislature and Congress to invest in improvements to U.S. Highway 281 that will increase the capacity and performance of this vital traffic and trade corridor.

Adopted this _____ day of January, 2009 at a regular meeting of the Hidalgo County Commissioners Court.

JUAN D. SALINAS III
County Judge

SYLVIA S. HANDY
County Commissioner, Pct. 1

HECTOR "TITO" PALACIOS
County Commissioner, Pct. 2

JOE M. FLORES
County Commissioner, Pct. 3

OSCAR GARZA, JR.
County Commissioner, Pct. 4

Attest:

ARTURO GUAJARDO, JR.
County Clerk

**Planning Department
CC REGULAR**

Date: 01/20/2009
Submitted By: Nora Cavazos, PLANNING DEPT.
Submitted For: Raul Sesin
Department: PLANNING DEPT.
Agenda Category: Planning Department

Information

CAPTION

- 1. Final Approval of Subdivision Plats:
 - A. Elite Village Phase I – Pct. 3 (Laura Coffman)
 - B. The Estates of Santa Cruz Ranches No. 2 – Pct. 4 (Kyle Ruppert)
 - C. Viva Las Vegas Subdivision – Pct. 4 (Richard Garza)

- 2. Reimbursement of a Cash Deposit:
 - A. Berny Estates Phase 2 – Pct. 4 (Helen Bentsen)

BACKGROUND

Fiscal Impact

Attachments

- Link: [Elite Village Ph I;Final Approval](#)
- Link: [Elite Village Ph I;Plat](#)
- Link: [The Estates of Santa Cruz Ranches 2;Final](#)
- Link: [The Estates of Santa Cruz 2;Plat](#)
- Link: [Viva Las Vegas;Final](#)
- Link: [Viva Las Vegas;Plat](#)
- Link: [reimbursement](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	01/13/2009 04:07 PM	APRV
2	Dale Kennan	Dale Kennan	01/14/2009 08:08 AM	APRV
3	Auditor's Office	Linda Fong	01/14/2009 10:05 AM	APRV
4	Purchasing Department	Marty Salazar	01/14/2009 04:36 PM	APRV

Form Started By: Nora Cavazos
Started On: 01/13/2009 02:32 PM

Final Approval Date: 01/14/2009



PLANNING DEPARTMENT

County Of Hidalgo

Raul E. Sesin, P.E., CFM
PLANNING ADMINISTRATOR

TO: Judge Juan D. Salinas III
County Commissioner's Court

FROM: Raul E. Sesin, P.E., Planning Administrator

DATE: January 13, 2009

RE: **Elite Village Phase I Subdivision– Pct. 3**
Final Approval

Elite Village Phase I is a thirty four (34) lot subdivision located on the East side of Texan Road approximately ¼ mile North of Mile 4 North Road.

The proposed Subdivision lies within the City of Mission E.T.J. and was approved by the Planning and Zoning and City Commission of said City.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on January 7, 2008. The proposed subdivision lies within a Zone "X" as per FEMA's FIRM.

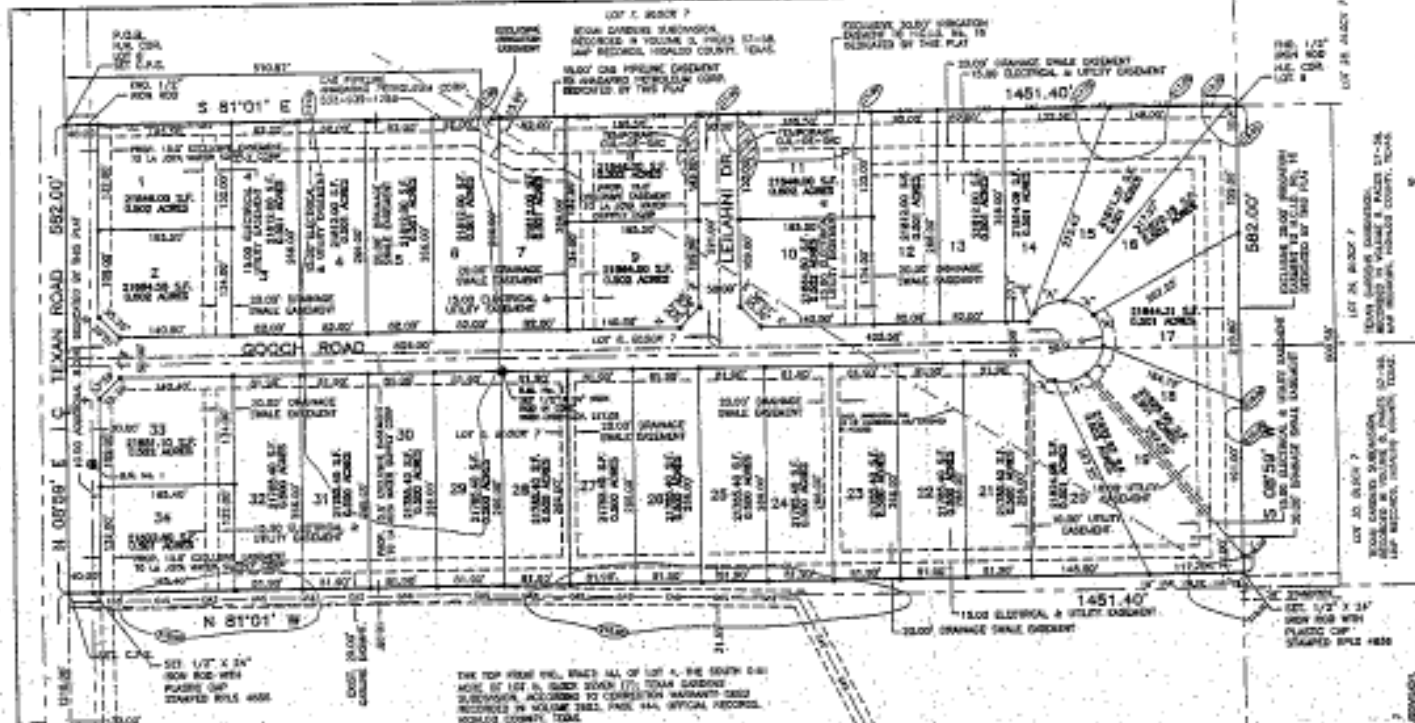
The proposed subdivision plat will dedicate ten (10) feet on Texan Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Sewer Services will be provided by OSSF. Soil Analysis were conducted by Jose Angel Gonzalez and approved by the Environmental Health Department. All septic tank systems have been installed, inspected and can be expected to function satisfactorily.

Water Services will be provided by La Joya Water Supply Corporation. There is an existing eight (8) inch waterline on Mile 4 North Road that will serve as the primary source of water for the proposed development.

The Subdivision received Preliminary Approval from the Hidalgo County Commissioner's Court on October 14, 2008. The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code.

The Hidalgo County Advisory Board convened and recommended **Final Approval** on **January 12, 2009**.



PLAT NOTES AND RESTRICTIONS:

1. FLOOD ZONE RESTRICTIONS: THE AREAS WITHIN THE DRAINAGE DISTRICTS AND THE PROPOSED STREET RIGHT-OF-WAY ARE WITHIN THE 100-YEAR FLOOD PLAIN... (Detailed flood zone notes)
2. GENERAL NOTE FOR SHALLOW FLOODING: THE AREAS WITHIN THE DRAINAGE DISTRICTS... (General flood notes)
3. MINIMUM BUILDING SETBACKS: MINIMUM BUILDING SETBACKS SHALL BE 10 FEET FROM THE FRONT... (Setback requirements)
4. MINIMUM GARAGE SETBACKS: MINIMUM GARAGE SETBACKS SHALL BE 10 FEET FROM THE FRONT... (Garage setback requirements)
5. DRIVEWAY SETBACKS: DRIVEWAY SETBACKS SHALL BE 10 FEET FROM THE FRONT... (Driveway setback requirements)
6. CHANGES IN ACCORDANCE WITH THE HDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HDALGO COUNTY REQUIREMENTS... (Drainage district requirements)
7. DRAINAGE TRAIL SUBMITTALS: DRAINAGE TRAIL SUBMITTALS SHALL BE SUBMITTED WITH THE PLAT... (Drainage trail requirements)
8. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT... (Easement restrictions)
9. SETBACKS: SETBACKS SHALL BE 10 FEET FROM THE FRONT... (General setback requirements)
10. ALL PUBLIC UTILITY EASEMENTS... (Utility easement requirements)

INDEX OF SHEETS

CURVE	DELTA	RADIUS	LENGTH
VI	27°30'00"	500'	41.43'
VII	12°30'00"	500'	13.04'

- SHEET 1 - MAINS WITH LOCATION MAP AND THE PRINCIPAL CONCEPTS FOR THE SUBDIVISION...
- SHEET 2 - DRAINAGE TRAIL SUBMITTALS...
- SHEET 3 - DRAINAGE TRAIL SUBMITTALS...



LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRAJURISDICTIONAL JURISDICTION OF A MUNICIPALITY:
 ELITE VILLAGE SUBDIVISION PHASE I IS LOCATED IN WEST HDALGO COUNTY, APPROXIMATELY 1,200 FEET NORTH OF MILE 4 NORTH ROAD AND ON THE EAST SIDE OF TEXAN ROAD. THE ONLY MUNICIPALITY WITH JURISDICTION OVER THE SUBDIVISION IS THE CITY OF WAXAHACH, TEXAS, WHICH IS APPROXIMATELY 1.5 MILES FROM THE CITY LIMITS AND IT IS WITHIN THE CITY'S UNUSUAL EXTRAJURISDICTIONAL JURISDICTION OVER SHARED LOCAL GOVERNMENT CODE 54.001 AND 54.002 IN P.S. 7.

PRINCIPAL CONTACTS:

Name	Address	City & State	Phone	Fax
NEW FIRST INC.	1511 F. STREET, SUITE 100	WAXAHACH, TX 75165	(972) 941-1100	(972) 941-1101
OWNER: LAURA COYNE, VICE-PRESIDENT	1511 F. STREET, SUITE 100	WAXAHACH, TX 75165	(972) 941-1100	(972) 941-1101
OWNER: BOB COYNE	1511 F. STREET, SUITE 100	WAXAHACH, TX 75165	(972) 941-1100	(972) 941-1101

SUBDIVISION PLAT OF ELITE VILLAGE SUBDIVISION PHASE I

A 19.39 ACRE TRACT OF LAND BEING THE NORTH 8.39 ACRES OF LOT 5 AND ALL OF LOT 6, BLOCK 7, TEXAN GARDENS SUBDIVISION, HDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 8, PAGE 67 AND 55, MAP RECORDS, HDALGO COUNTY, TEXAS, AND ACCORDING TO CORRECTION WARRANTY DEED RECORDED IN VOLUME 2933, PAGE 444, OFFICIAL RECORDS, HDALGO COUNTY, TEXAS.

WITS AND BOUNDS:
 A 12.39 ACRE TRACT OF LAND BEING THE NORTH 8.39 ACRES OF LOT 5 AND ALL OF LOT 6, BLOCK 7, TEXAN GARDENS SUBDIVISION, HDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 8, PAGE 67 AND 55, MAP RECORDS, HDALGO COUNTY, TEXAS, AND ACCORDING TO CORRECTION WARRANTY DEED RECORDED IN VOLUME 2933, PAGE 444, OFFICIAL RECORDS, HDALGO COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED BY WITS AND BOUNDS AS FOLLOWS:

1. BEING A 12.39 ACRE TRACT OF LAND BEING THE NORTH 8.39 ACRES OF LOT 5 AND ALL OF LOT 6, BLOCK 7, TEXAN GARDENS SUBDIVISION, HDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 8, PAGE 67 AND 55, MAP RECORDS, HDALGO COUNTY, TEXAS, AND ACCORDING TO CORRECTION WARRANTY DEED RECORDED IN VOLUME 2933, PAGE 444, OFFICIAL RECORDS, HDALGO COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED BY WITS AND BOUNDS AS FOLLOWS:
2. BEING A 12.39 ACRE TRACT OF LAND BEING THE NORTH 8.39 ACRES OF LOT 5 AND ALL OF LOT 6, BLOCK 7, TEXAN GARDENS SUBDIVISION, HDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 8, PAGE 67 AND 55, MAP RECORDS, HDALGO COUNTY, TEXAS, AND ACCORDING TO CORRECTION WARRANTY DEED RECORDED IN VOLUME 2933, PAGE 444, OFFICIAL RECORDS, HDALGO COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED BY WITS AND BOUNDS AS FOLLOWS:
3. BEING A 12.39 ACRE TRACT OF LAND BEING THE NORTH 8.39 ACRES OF LOT 5 AND ALL OF LOT 6, BLOCK 7, TEXAN GARDENS SUBDIVISION, HDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 8, PAGE 67 AND 55, MAP RECORDS, HDALGO COUNTY, TEXAS, AND ACCORDING TO CORRECTION WARRANTY DEED RECORDED IN VOLUME 2933, PAGE 444, OFFICIAL RECORDS, HDALGO COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED BY WITS AND BOUNDS AS FOLLOWS:

STATE OF TEXAS
COUNTY OF HDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT, AND WAS MADE AND REDUCED TO PAPER FROM A SURVEY OF THE PRESENT CORNER OF THE OREGON ROAD AT WAXAHACH, TEXAS.



[Signature]
 JOHN GUNTAYNILLA
 3-12-08
 SURV

HDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED COUNTY HEALTH INSPECTOR, DO HEREBY CERTIFY THAT THIS PLAT OF ELITE VILLAGE SUBDIVISION PHASE I HAS BEEN REVIEWED AND APPROVED BY THE HDALGO COUNTY HEALTH DEPARTMENT ON 3-12-08.

HDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED COUNTY HEALTH INSPECTOR, DO HEREBY CERTIFY THAT THIS PLAT OF ELITE VILLAGE SUBDIVISION PHASE I HAS BEEN REVIEWED AND APPROVED BY THE HDALGO COUNTY HEALTH DEPARTMENT ON 3-12-08.

CITY OF WAXAHACH
CERTIFICATE OF APPROVAL

I, THE UNDERSIGNED CITY HEALTH INSPECTOR, DO HEREBY CERTIFY THAT THIS PLAT OF ELITE VILLAGE SUBDIVISION PHASE I HAS BEEN REVIEWED AND APPROVED BY THE CITY OF WAXAHACH, TEXAS, ON 3-12-08.

PLANNING AND ZONING COMMISSION
ACKNOWLEDGMENT

THIS PLAT OF ELITE VILLAGE SUBDIVISION PHASE I HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF WAXAHACH, TEXAS, AND IS HEREBY APPROVED BY SUCH COMMISSION ON 3-12-08.

STATE OF TEXAS
COUNTY OF HDALGO
OWNER'S DECLARATION, CERTIFICATION, AND ATTESTATION

I, THE UNDERSIGNED, THE OWNER OF THE 19.39 ACRES TRACT OF LAND BEING THE NORTH 8.39 ACRES OF LOT 5 AND ALL OF LOT 6, BLOCK 7, TEXAN GARDENS SUBDIVISION, HDALGO COUNTY, TEXAS, AND ACCORDING TO CORRECTION WARRANTY DEED RECORDED IN VOLUME 2933, PAGE 444, OFFICIAL RECORDS, HDALGO COUNTY, TEXAS, DO HEREBY CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE 54.001 AND 54.002 AND THAT:

- (1) THE PLAT QUALITY AND CORRESPONDENCE TO THE LOTS MEET, OR WILL MEET, THE HDALGO COUNTY STANDARDS OF STATE STANDARDS.
- (2) ELECTRIC CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE HDALGO COUNTY STANDARDS AND CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE HDALGO COUNTY STANDARDS.

I ATTEST THAT THE MATTERS ASSURED IN THIS PLAT ARE TRUE AND COMPLETE.

[Signature]
 LAURA COYNE, VICE-PRESIDENT
 12-24-08

STATE OF TEXAS
COUNTY OF HDALGO

I, THE UNDERSIGNED COUNTY CLERK, DO HEREBY CERTIFY THAT THIS PLAT OF ELITE VILLAGE SUBDIVISION PHASE I HAS BEEN REVIEWED AND APPROVED BY THE HDALGO COUNTY CLERK ON 3-12-08.

[Signature]
 BOB COYNE
 3-12-08

STATE OF TEXAS
COUNTY OF HDALGO

I, THE UNDERSIGNED COUNTY CLERK, DO HEREBY CERTIFY THAT THIS PLAT OF ELITE VILLAGE SUBDIVISION PHASE I HAS BEEN REVIEWED AND APPROVED BY THE HDALGO COUNTY CLERK ON 3-12-08.

[Signature]
 BOB COYNE
 3-12-08

HDALGO COUNTY DRAINAGE DISTRICT NO. 1
CERTIFICATE OF APPROVAL

I, THE UNDERSIGNED COUNTY DRAINAGE DISTRICT NO. 1 CLERK, DO HEREBY CERTIFY THAT THIS PLAT OF ELITE VILLAGE SUBDIVISION PHASE I HAS BEEN REVIEWED AND APPROVED BY THE HDALGO COUNTY DRAINAGE DISTRICT NO. 1 ON 3-12-08.

[Signature]
 BOB COYNE
 3-12-08

HDALGO COUNTY DRAINAGE DISTRICT NO. 1
CERTIFICATE OF APPROVAL

I, THE UNDERSIGNED COUNTY DRAINAGE DISTRICT NO. 1 CLERK, DO HEREBY CERTIFY THAT THIS PLAT OF ELITE VILLAGE SUBDIVISION PHASE I HAS BEEN REVIEWED AND APPROVED BY THE HDALGO COUNTY DRAINAGE DISTRICT NO. 1 ON 3-12-08.

[Signature]
 BOB COYNE
 3-12-08

GUINTEYLLA, HEADLEY AND ASSOCIATES, INC.
 CONSULTING ENGINEERS LAND SURVEYORS
 1511 F. STREET, SUITE 100 WAXAHACH, TEXAS 75165
 PHONE: (972) 941-1100 FAX: (972) 941-1101

REVISION NOTES

NO.	DATE	REVISION



PLANNING DEPARTMENT

County Of Hidalgo

Raul E. Sesin, P.E., CFM
PLANNING ADMINISTRATOR

TO: Judge Juan D. Salinas III
County Commissioner's Court

FROM: Raul E. Sesin, P.E., Planning Administrator

DATE: January 13, 2009

RE: **The Estates of Santa Cruz Ranches No. 2 Subdivision– Pct. 4
Final Approval**

The Estates of Santa Cruz Ranches No. 2 is an eight (8) lot subdivision located on the North side of Mile 22 ½ North Road approximately ¼ mile West of Brushline Road.

The proposed Subdivision lies within the Rural Area of the County.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on January 7, 2008. The proposed subdivision lies within a Zone "X" as per FEMA's FIRM.

Sanitary Sewer Services will be provided by OSSF. Soil Analysis were conducted by Jose Angel Gonzalez and approved by the Environmental Health Department. All septic tank systems have been installed, inspected and can be expected to function satisfactorily.

Water Services will be provided by North Alamo Water Supply Corporation. There is an existing eight (8) inch waterline on Mile 22 ½ North Road that will serve as the primary source of water for the proposed development.

The Subdivision received Preliminary Approval from the Hidalgo County Commissioner's Court on October 14, 2008. The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code.

The Hidalgo County Advisory Board convened and recommended **Final Approval** on **January 12, 2009**.



PLANNING DEPARTMENT

County Of Hidalgo

Raul E. Sesin, P.E., CFM
PLANNING ADMINISTRATOR

TO: Judge Juan D. Salinas III
County Commissioner's Court

FROM: Raul E. Sesin, P.E., Planning Administrator

DATE: January 13, 2009

RE: **Viva Las Vegas Subdivision– Pct. 4**
Final Approval

Viva Las Vegas is a forty four (44) residential and seven (7) commercial lot subdivision located on the North side of FM 2812 approximately ¼ mile East of Doolittle Road.

The proposed Subdivision lies within the City of Edinburg E.T.J. and was approved by the Planning and Zoning and City Commission of said City.

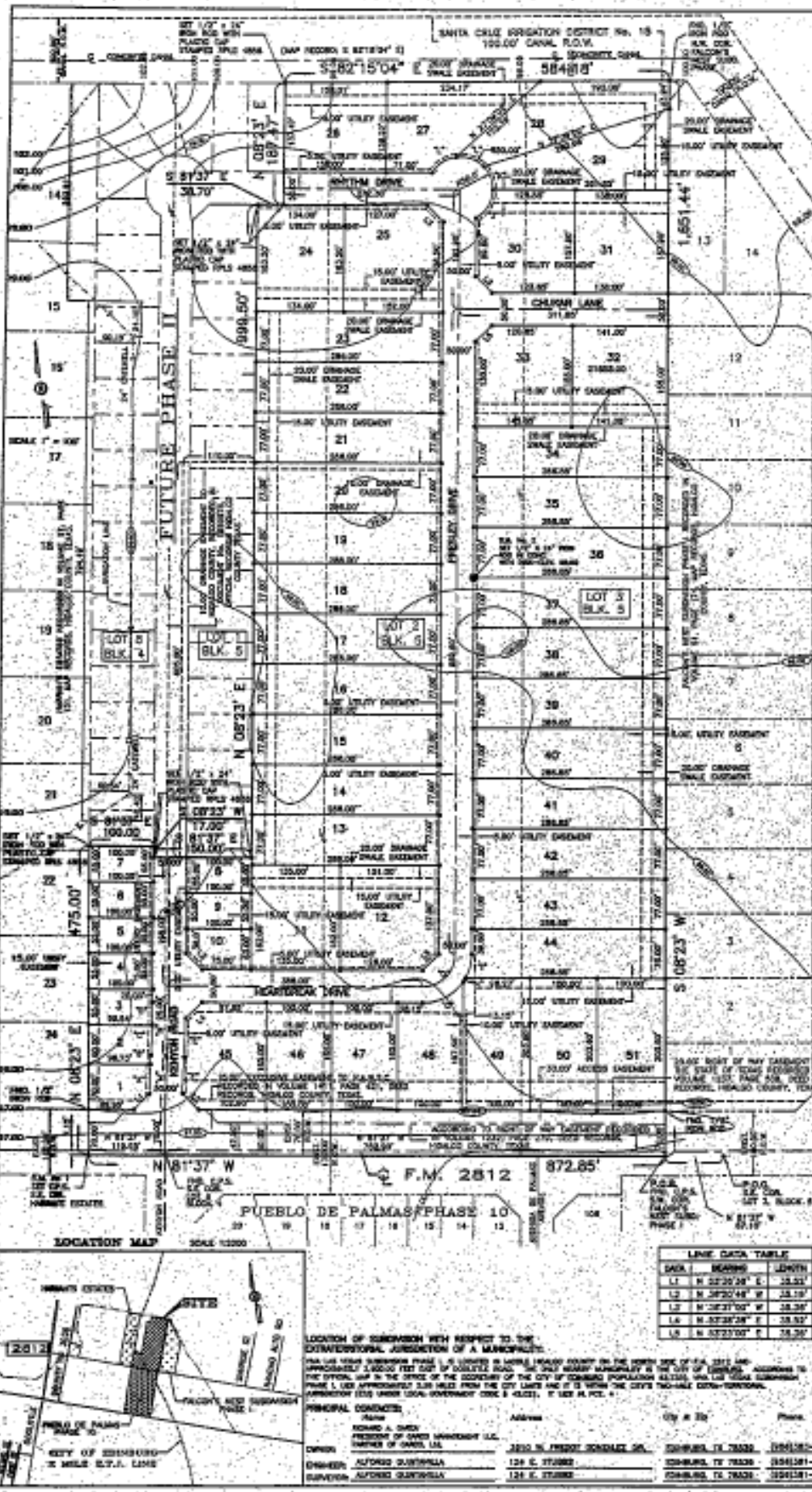
The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on January 22, 2008. The proposed subdivision lies within a Zone "X" as per FEMA's FIRM.

Sanitary Sewer Services will be provided by the City of Edinburg.

Water Services will be provided by North Alamo Water Supply Corporation. There is an existing twelve (12) inch waterline on FM 2812 Road that will serve as the primary source of water for the proposed development.

The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code.

The Hidalgo County Advisory Board convened and recommended **Final Approval** on **January 12, 2009**.



SUBMISSION PLAT OF: VIVA LAS VEGAS SUBDIVISION PHASE I

A 25.855 ACRE TRACT OF LAND OUT OF LOT 6, BLOCK 4, AND OUT OF LOTS 1, 2 AND 3, BLOCK 5, SANTA CRUZ GARDENS UNIT NO. 2, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 8, PAGE 28 AND 29, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1613501; OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

- 1. FLOOD ZONE SUBDIVISION: FLOOD ZONE SUBDIVISION ZONE "1" AREAS DETERMINED BY THE 200-YEAR FLOOD PLAN COMMUNITY-FIRM, NO. 18624, DATE 8 OCTOBER 1992, MAY 17, 2011.
- 2. MINIMUM STAINING SETBACK LINES: MINIMUM STAINING SETBACK LINES SHALL BE 10 FEET FROM THE CENTERLINE OF THE STREET OR 5 FEET FROM THE SIDE OF DRIVE OR GARAGE, WHICHEVER IS GREATER.
- 3. GENERAL NOTE FOR DOUBLE FAMILY RESIDENCES: NO MORE THAN ONE-SINGLE FAMILY RESIDENCE SHALL BE LOCATED ON EACH LOT. NO COMMERCIAL USE SHALL BE ALLOWED ON THE FOLLOWING UTILITIES LOTS THROUGH ALL ANY OTHER USE SHALL BE ALLOWED ON THE FOLLOWING UTILITIES LOTS THROUGH ALL ANY OTHER USE SHALL BE ALLOWED ON THE FOLLOWING UTILITIES LOTS THROUGH ALL ANY OTHER USE...

- 1. MINIMUM STAINING SETBACK LINES: MINIMUM STAINING SETBACK LINES SHALL BE 10 FEET FROM THE CENTERLINE OF THE STREET OR 5 FEET FROM THE SIDE OF DRIVE OR GARAGE, WHICHEVER IS GREATER.
- 2. GENERAL NOTE FOR DOUBLE FAMILY RESIDENCES: NO MORE THAN ONE-SINGLE FAMILY RESIDENCE SHALL BE LOCATED ON EACH LOT. NO COMMERCIAL USE SHALL BE ALLOWED ON THE FOLLOWING UTILITIES LOTS THROUGH ALL ANY OTHER USE SHALL BE ALLOWED ON THE FOLLOWING UTILITIES LOTS THROUGH ALL ANY OTHER USE...
- 3. MINIMUM STAINING SETBACK LINES: MINIMUM STAINING SETBACK LINES SHALL BE 10 FEET FROM THE CENTERLINE OF THE STREET OR 5 FEET FROM THE SIDE OF DRIVE OR GARAGE, WHICHEVER IS GREATER.

STATE OF TEXAS
COUNTY OF HIDALGO
I, [Signature]
PRESIDENT OF SAVAL MANAGEMENT LLC
DATE: 02/07/2018

STATE OF TEXAS
COUNTY OF HIDALGO
I, [Signature]
PRESIDENT OF SAVAL MANAGEMENT LLC
DATE: 02/07/2018

STATE OF TEXAS
COUNTY OF HIDALGO
I, [Signature]
REGISTERED PROFESSIONAL SURVEYOR
No. 13528 STATE OF TEXAS
APPROVED FOR THE CITY OF GARDEN GROVE
DATE: 02/07/2018

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.003(c)
I, the undersigned Clerk of the County of Hidalgo, Texas, do hereby certify that the plat of the Viva Las Vegas Subdivision Phase I, was prepared and approved by the Hidalgo County Commission on February 14, 2018.

QUINTANA L. HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS LAND SURVEYORS
124 E. FRANKLIN ST.
DALLAS, TEXAS 75202
PHONE: 972-381-1187
FAX: 972-381-1188

AREA DATA TABLE

LOT	AREA (S.F.)	AC.
1	5,275.28	0.121
2	5,288.05	0.122
3	5,461.69	0.126
4	5,500.00	0.127
5	5,997.50	0.138
6	24,230.00	0.555
7	24,100.00	0.551
8	24,100.00	0.551
9	24,100.00	0.551
10	24,100.00	0.551
11	24,100.00	0.551
12	24,100.00	0.551
13	24,100.00	0.551
14	24,100.00	0.551
15	24,100.00	0.551
16	24,100.00	0.551
17	24,100.00	0.551
18	24,100.00	0.551
19	24,100.00	0.551
20	24,100.00	0.551
21	24,100.00	0.551
22	24,100.00	0.551
23	24,100.00	0.551
24	24,100.00	0.551
25	24,100.00	0.551
26	24,100.00	0.551
27	24,100.00	0.551
28	24,100.00	0.551
29	24,100.00	0.551
30	24,100.00	0.551
31	24,100.00	0.551
32	24,100.00	0.551
33	24,100.00	0.551
34	24,100.00	0.551
35	24,100.00	0.551
36	24,100.00	0.551
37	24,100.00	0.551
38	24,100.00	0.551
39	24,100.00	0.551
40	24,100.00	0.551
41	24,100.00	0.551
42	24,100.00	0.551
43	24,100.00	0.551
44	24,100.00	0.551
45	24,100.00	0.551
46	24,100.00	0.551
47	24,100.00	0.551
48	24,100.00	0.551
49	24,100.00	0.551
50	24,100.00	0.551
51	24,100.00	0.551

LINE CALC. TABLE

LINE NO.	BEGINNING	END	LENGTH
1	N 22° 20' 24" E	25.17	25.17
2	N 07° 23' 30" E	25.17	25.17
3	N 87° 23' 30" W	25.17	25.17
4	N 07° 23' 30" W	25.17	25.17
5	N 22° 20' 24" E	25.17	25.17
6	N 07° 23' 30" E	25.17	25.17

LOCATION OF SUBDIVISION WITH RESPECT TO THE COMMERCIAL JURISDICTION OF A MUNICIPALITY.
THE VIVA LAS VEGAS SUBDIVISION PHASE I IS LOCATED IN THE COUNTY OF HIDALGO, TEXAS, AND IS APPROXIMATELY 2.5000 MILES FROM THE CITY OF GARDEN GROVE, TEXAS.



DATE: 02/07/2018
DRAWN BY: ALVARO SUAREZ
CHECKED BY: ALVARO SUAREZ
SURVEYOR: ALVARO SUAREZ



PLANNING DEPARTMENT
County Of Hidalgo

Raul E. Segin, P.E.
Planning Administrator

TO: JUDGE JUAN D. SALINAS, III
COUNTY COMMISSIONER'S COURT

FROM: RAUL E. SESIN, P.E., PLANNING ADMINISTRATOR

DATE: JANUARY 13, 2009

RE: BERNY ESTATES PHASE 2 SUBDIVISION – PCT. 4

ON OCTOBER 7, 2004, THE COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL WITH FINANCIAL GUARANTEE FOR THE ABOVE REFERENCED SUBDIVISION. A CASH DEPOSIT WAS USED TO SECURE THE FUNDS FOR THE INSTALLATION OF SEVEN (7) SEPTIC TANK SYSTEMS.

THE DEVELOPER IS REQUESTING A REIMBURSEMENT IN THE AMOUNT OF \$1,000.00 DOLLARS FROM THE CASH DEPOSIT. THIS REFLECTS THE INSTALLATION OF ONE (1) SEPTIC TANK SYSTEM. ATTACHED IS A LETTER FROM HIDALGO COUNTY HEALTH DEPARTMENT STATING THAT ONE SEPTIC TANK HAS BEEN INSTALLED, INSPECTED, AND CAN BE EXPECTED TO FUNCTION SATISFACTORILY.

STAFF HAS NO OBJECTION TO THE APPROVAL FOR REIMBURSEMENT OF THE CASH DEPOSIT IN THE AMOUNT OF \$1,000.00 FOR THE AFOREMENTIONED IMPROVEMENTS.

CASH DEPOSIT

ORIGINAL AMOUNT	\$ 7,000.00
1 ST REIMBURSEMENT	\$ 1,000.00
BALANCE REMAINING	\$ 6,000.00



PLANNING DEPARTMENT
County Of Hidalgo

Raul E. Sesin, P.E.
Planning Administrator



HIDALGO COUNTY PLANNING DEPARTMENT

Nº 155402

Official Receipt for Fees

10-7-04, 2004

RECEIVED OF: Helen B. Bentzen \$ 7,000.00
Seven thousand and no/100 DOLLARS

SUBDIVISION: Benny Estates Ph. 2 DEVELOPER

COST OF PAVING _____ COST OF DRAINAGE _____ PCT. _____

FLOODPLAIN ADM.
1100-341-30-210-002-0-000

Other		
Total		

SUBDIVISION FEES
1100-341-30-210-001-0-000

Filing/Review Fee		
2% Inspection Fee		
Maps		
Subd. Rules Book		
Other		
Total		

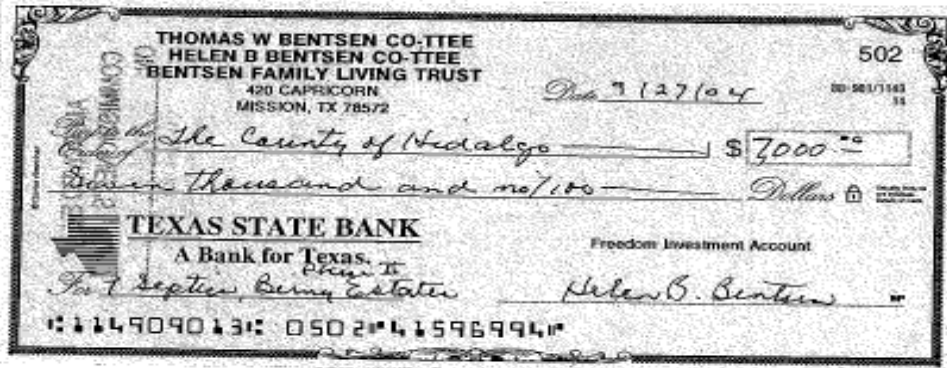
ESCROWS

1/3 Paving	Acct#
Septic Tanks	04-1100-211-00-000-018-0-000
7 septic	7,000.00
Other	
Total	7,000.00

M.O. CHECK 502 CASH

[Signature]
PREPARED BY:

Auditor's Form - ECPD 0001: Rev. 6-04



**Membership Dues-Texas Jail Association
CC REGULAR**

Date: 01/20/2009
Submitted By: Monica Hinojosa, SHERIFF DEPT.
Submitted For: Monica Hinojosa
Department: SHERIFF DEPT.
Agenda Category: Sheriff's Office

Information

CAPTION

Requesting approval for payment of 2009 membership dues for Sheriff Lupe Trevino, in the amount of \$30.00 to the Texas Jail Association.

BACKGROUND

The Texas Jail Association was created to bring together those concerned with or interested in the professional operation and administration of jails in the State of Texas. The organization's main objective is to provide a distinct and unified voice for correctional officers working in local jails.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-421-00-280-001-0-810
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
\$5000 available balance as of 01/09/09.

Attachments

Link: Texas Jail Association

Form Routing/Status

Route	Seq	Inbox	Approved By	Date	Status
1		Anacleto Martinez	Anacleto Martinez	01/08/2009 03:50 PM	APRV
2		Budget & Management	Veronica Lopez	01/08/2009 04:01 PM	APRV
3		Rey Salazar	Rey Salazar	01/09/2009 11:25 AM	APRV
4		Auditor's Office	Linda Fong	01/14/2009 10:32 AM	APRV
5		Dina Trevino	Dina Trevino	01/15/2009 11:20 AM	APRV
6		Purchasing Department	Marty Salazar	01/15/2009 11:35 AM	APRV

Form Started By: Monica Hinojosa

Started On: 01/08/2009 12:17 PM

Final Approval Date: 01/15/2009

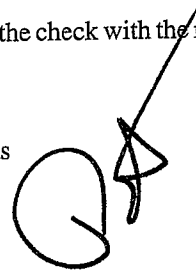
TEXAS JAIL ASSOCIATION MEMBERSHIP RENEWAL NOTICE

This is a reminder that your membership dues for the Texas Jail Association are now due. Please use this card as a renewal application and make any necessary changes to your name, address, etc., so that we may update our database. Your continued involvement in the Association is encouraged.

The annual renewal fee for a regular membership is \$30.

Please make the check payable to the Texas Jail Association and mail the check with the renewal card to the following address:

Texas Jail Association
Attn: Sharese Hurst
Correctional Management Institute of Texas
George J. Beto Criminal Justice Center
Sam Houston State University
Huntsville, Texas 77341-2296



Thank you for your continued support.

TJA

Texas Jail Association

Sam Houston State University

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- Membership Information
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 - 2009 JMI
 - Future Dates
- Key Issues Newsletter
 - Archives
 - Advertise
- Awards
- Board Member Nominations
- Scholarships
- Vendor Information
 - Current Vendors
 - Advertise in Key Issues
- Links

Mission

To bring together those concerned with or interested in the professional operation and administration of jails in the state of Texas;

To advance professionalism through training, technical assistance, publications, peer interactions, and conferences;

To provide leadership in the development of professional standards, management practices, programs, and services, and

To advance the interests, needs, and concerns of the membership.

Contact TJA

Sign up to receive emails from TJA

Sam Houston State University | A Member of The Texas State University System

TJA

Texas Jail Association

Sam Houston State University

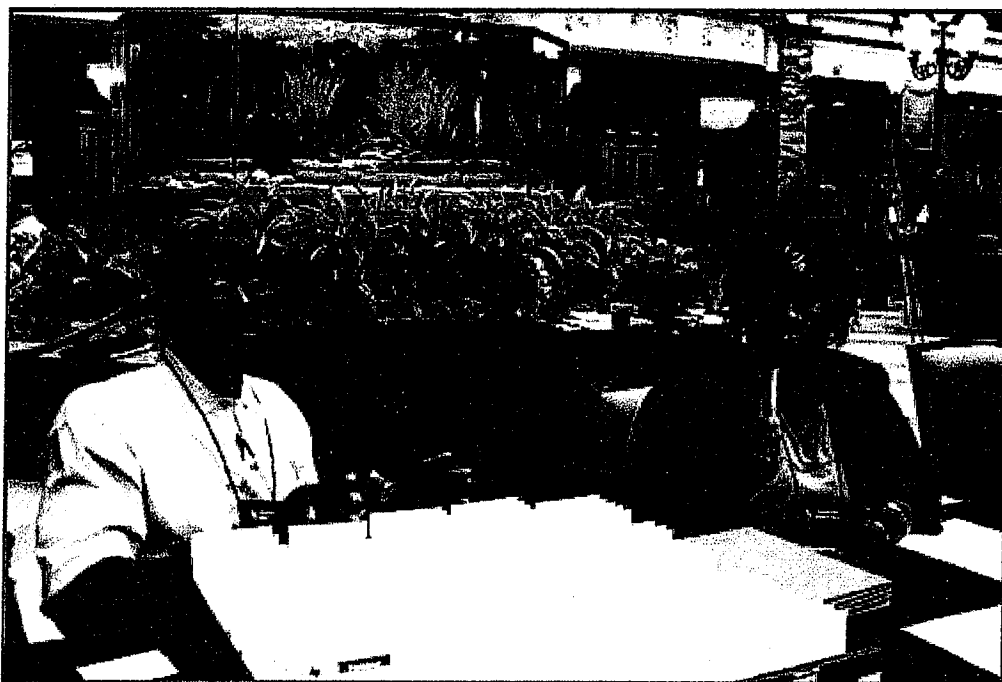
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- Links

The Texas Jail Association was formed on June 4, 1986, in Austin, Texas. The organization's main objective is to provide a distinct and unified voice for correctional officers working in local jails. TJA's membership is comprised of Jail Administrators, Correctional Officers, Sheriffs, Support Staff, and other interested parties of the corrections profession in Texas. TJA strives to accomplish the following goals:

1. To bring together those concerned with, or interested in the professional operation and administration of jails in the State of Texas;
2. To advance professionalism through training, exchange of information, technical assistance, publications and conferences;
3. To provide leadership in the development of professional standards, management practices, programs, and services; and
4. To advance the interests, needs, and concerns of the membership.

- Register Now for the 23rd Annual TJA Conference
- CMIT Training Calendar
- Basic Jail Administrator Training Program



***Applications are now being accepted for the National Jail Leadership Command Academy. For more information, log onto www.nationaljailacademy.org.

Contact TJA

Sign up to receive emails from TJA

Sam Houston State University | A Member of The Texas State University System

TO THE COUNTY AUDITOR
AFFIDAVIT FOR MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, GUADALUPE TREVINO, do hereby state that my membership in the
TEXAS JAIL ASSOCIATION on behalf of Hidalgo
County is necessary in the performance of my duties as an official/employee of Hidalgo County.
I further state 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 of 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, except for the providing of information for a member of the legislative committee at the request of the committee or member of the legislature; and
- 4.) Neither the association or 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.

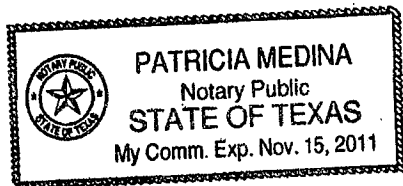
SIGNATURE: _____

Guadalupe Trevino

TITLE: _____

SHERIFF OF HIDALGO COUNTY

Before me Pat Medina, a Notary Public, appears GUADALUPE TREVINO
and on his/hers oath deposed and stated that the facts as set forth in the above affidavit to be true and
correct in every respect.



Pat Medina
NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

AUTHORITY: LGC Sec. 113.064b

COUNTY AUDITOR'S FORM: SFA-CA-041

AI-13328

15.B.

Membership Dues-T.A.P.E.

CC REGULAR

Date: 01/20/2009
Submitted By: Monica Hinojosa, SHERIFF DEPT.
Department: SHERIFF DEPT.
Agenda Category: Sheriff's Office

Information

CAPTION

Requesting approval for payment of membership dues to the Texas Association of Polygraph Examiners Board for Capt. Andres Guzman in the amount of \$50.00.

BACKGROUND

The Texas Association of Polygraph Examiners consists of professionally trained licensed polygraph examiners who represent law enforcement government and private sectors who are dedicated to verifying information deemed to be truthful.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-421-00-280-001-0-810
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
\$5000.00 available balance as of 01/16/09.

Attachments

Link: [T.A.P.E.](#)

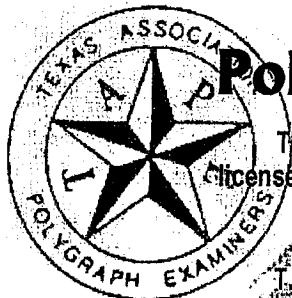
Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	01/13/2009 10:55 AM	APRV
2	Budget & Management	Veronica Lopez	01/13/2009 11:11 AM	APRV
3	Rey Salazar	Rey Salazar	01/16/2009 02:57 PM	APRV
4	Auditor's Office		01/16/2009 05:39 PM	NEW

Form Started By: Monica Hinojosa

Started On: 01/12/2009 12:27 PM

Final Approval Date: 01/16/2009



Texas Association Of Polygraph Examiners

The Texas Association of Polygraph Examiners consists of professionally trained licensed polygraph examiners who represent law enforcement government and private sectors who are dedicated to verifying information deemed to be truthful.

T.A.P.E. strives to improve the qualifications of its members through setting high standards of professional and ethical conduct, education and achievement.

T.A.P.E. offers comprehensive continuing educational programs, referrals, industry news, organizational newsletters and networking among the examiners joining T.A.P.E..

Membership is available to all individuals who meet Texas qualifications, which are outlined under "Types of Memberships", payment of yearly membership dues currently maintained at \$50.00. (See Membership link)

There is a license requirement in the State of Texas that regulates all persons who purport to be able to detect deception or to verify truth through the use of instrumentation or the use of a mechanical device explained in its entirety at the Polygraph Examiner's Act link

This website is constructed and maintained for the sole use of polygraph examiners and the interested public, deemed to be polygraph consumers, where the information on this website can be accessed by a wide variety of internet ready devices to include all mobile media devices currently in production.

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[Polygraph Examiner's Act](#)

[Texas Administrative Code](#)

[Authorized License Fees](#)

[Notice, Authorized Persons/Equipment](#)

[Types Of Membership](#)

[Membership Application](#)

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[Polygraph Industry Links](#)

T.A.P.E. address: TAPE c/o Maria Hubbard, Sec/Treas PO Box 231 New Waverly Texas 77358

[Email TAPE](#)

[Email Upcoming Seminar Host](#)

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[Webmaster](#) -P.O. Box 414 Killeen Texas 76541-0414

TO THE COUNTY AUDITOR
AFFIDAVIT FOR MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

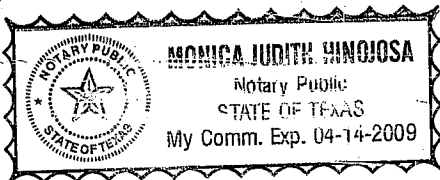
I, ANDRES GUZMAN, do hereby state that my membership in the
TEXAS ASSOCIATION OF POLYGRAPH EXAMINERS on behalf of Hidalgo
County is necessary in the performance of my duties as an official/employee of Hidalgo County.
I further state the following:

- 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 of 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, except for the providing of information for a member of the legislative committee at the request of the committee or member of the legislature; and
- 4.) Neither the association or 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: Andres Guzman

TITLE: CAPTAIN

Before me Monica Hinojosa, a Notary Public, appear ANDRS GUZMAN
and on his/hers oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.



Monica Hinojosa
NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

AUTHORITY: LGC Sec. 113.064b

COUNTY AUDITOR'S FORM: SFA-CA-041

AI-13432

15.C.

**FY 2009 Operation Stonegarden (OPSG-09) Grant
CC REGULAR**

Date: 01/20/2009
Submitted By: Emilia Uriegas, SHERIFF DEPT.
Submitted For: Anacleto Martinez
Department: SHERIFF DEPT.
Agenda Category: Sheriff's Office

Information

CAPTION

Authorization and approval to apply for the FY 2009 Operation Stonegarden (OPSG-09) Grant with the U.S. Department of Homeland Security (DHS).

BACKGROUND

The grant budget includes expenses relating to overtime hours/fringe benefits, fuel, and equipment. Also, expressing interest to participate in Operation Stonegarden are seventeen (17) local municipalites and the five (5) constable offices.

A consolidated operational plan and budget to include all participating agencies will be presented at Commissioners' Court.

No local monies are required.

Fiscal Impact

Attachments

Link: apply.stonegarden.fy2009

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Monica Badillo	01/16/2009 04:34 PM	APRV
2	Budget & Management		01/16/2009 05:39 PM	NEW
Form Started By: Emilia Uriegas			Started On: 01/14/2009 03:28 PM	
Final Approval Date: 01/16/2009				



DIVISION OF EMERGENCY MANAGEMENT
Office of the Governor

RICK PERRY
Governor

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

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

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

STEVEN McCRAW
Director
Office of Homeland Security

JACK COLLEY
Chief

December 29, 2008

The Honorable J. D. Salinas
Judge, Hidalgo County
100 E. Cano, 2nd Floor
Edinburg, TX 78539

RECEIVED

JAN 06 2009

COUNTY JUDGE

Dear Judge Salinas:

This letter is to advise you of the availability of the FY 2009 Operation Stonegarden (OPSG-09) grant program from the U.S Department of Homeland Security (DHS) for counties directly on the U.S. - Mexico border in Texas. OPSG-09 will provide funding to eligible localities to enhance cooperation and coordination between federal and local law enforcement agencies in a joint mission to secure the United States borders.

The OPSG-09 grant can be used for law enforcement overtime and certain law enforcement operating expenses while participating in border security operations approved by DHS. OPSG-09 grant funds can also be used to purchase eligible law enforcement equipment. Grant funds cannot be used to hire additional law enforcement officers. As with most federal grants, there are a host of terms and conditions attached to the grant that limit what grant funds can be used for.

Only counties may apply for OPSG-09 grants and they may include the local Sheriff's Office, other county level law enforcement agencies, such as constables, as well as municipal police departments within the county in their grant application. This is a competitive grant with \$60 million in grant funds available for award nationwide. Funding allocations will be determined by an assessment of risk, the Budget Narrative that applicants must provide with their grant applications, and the Operations Order that applicants must develop in coordination with the local Customs and Border Protection staff.

OPSG-09 grant applications from counties are due to the to the State Administrative Agency at the Division of Emergency Management no later than January 30, 2009 and Operations Orders must be sent electronically by that date. The State must submit its consolidated set of county grant applications and supporting documents to DHS. We anticipate DHS will announce awards in September. The period of performance for the grant will be up to 36 months.

Please see the attachments to this letter, which include the DHS Grant Guidance and Application Kit and forms that will assist you in applying for this grant. Pages 13 and 14 of the DHS Guidance and Application Kit outline allowable and unallowable costs. Attachment OPSG-09 Form A-4 is an electronic spreadsheet that you may use to build your grant budget.

I encourage you to take advantage of this grant program.

Sincerely,

A handwritten signature in black ink that reads "Jack Colley". The signature is written in a cursive style with a large, looped initial "J".

Jack Colley,
Chief

cc: County Sheriff

Attachments:

1. OPSG-09 Form A-1 - Local Application
2. OPSG-09 Form A-2 - Designation of Grant Officials
3. OPSG-09 Form A-3 - Application of Federal Assistance
4. OPSG-09 Form A-4 - Budget Worksheet
5. OPSG-09 Form A-5 - Assurances and Certifications
6. FY 09 OPSG Grant Guidance
7. Form 74-176 Direct Deposit Form
8. Example of OPSG-09 Operations Order

APPLICATION FOR STATE ASSISTANCE

(Instructions on Reverse)

1. NAME OF PROGRAM/ ASSISTANCE: <p style="text-align: center;">OPERATION STONEGARDEN 09</p>	2. APPLICANT STATUS: <input type="checkbox"/> City <input checked="" type="checkbox"/> County: (HIDALGO COUNTY SHERIFF'S OFFICE)
3. START DATE: (UPON AWARD) <p style="text-align: center;">SEPTEMBER 1ST 2009</p>	4. END DATE: (36 MONTHS) <p style="text-align: center;">SEPTEMBER 30TH 2012</p>
5. APPLICANT INFORMATION	
a. Legal Name of Applicant Organization (as it appears on the OPSG-08 Application/Form A-1): <p style="text-align: center;">HIDALGO COUNTY SHERIFF'S OFFICE</p>	b. Name & Telephone Number of Grant Performance Officer: <p style="text-align: center;">GUADALUPE "LUPE TREVINO SHERIFF</p>
c. Mailing Address: <p style="text-align: center;">P.O BOX 1228, EDINBURG, TEXAS 78540</p>	d. Physical Address (if different from Mailing Address): <p style="text-align: center;">711 EL CIBOLO ROAD, EDINBURG, TEXAS 78540</p>
6. EMPLOYER IDENTIFICATION NUMBER / TAX ID # <p style="text-align: center;">74-6000717</p>	
7. ESTIMATED EXPENSES: Total Estimated Cost/Federal Request (This amount will be the total on your Budget Narrative Worksheet)	
8. CERTIFICATION: I certify that to the best of my knowledge and belief this application and its attachments are true and correct.	
a. Typed Name of Authorized Official:	J.D. SALINAS
b. Title of Authorized Official:	HIDALGO COUNTY JUDGE
c. Original Signature of Authorized Official:	
d. Date Signed:	

INSTRUCTIONS FOR FRONT SIDE OF THIS FORM

1. Except as indicated below, entries are self-explanatory.
2. Item 1: Enter "Operation Stonegarden 2008".
3. Item 5a: Enter the legal name of your jurisdiction. Your entry should match the Applicant Name used on the OPSG-08 Program Application (Form A-1).
4. Item 7: The data in this section should agree with the information on the Budget Narrative Worksheet.
5. Item 8 a, b, & c. This form must be signed by an Authorized Official who is a person authorized by the governing body of the jurisdiction to apply for grants and accept grants and execute agreement and contracts on behalf of the jurisdiction. Authorized Officials are County Judges, Mayors, and many City Managers – **not** Sheriffs or Chiefs of Police.



For Comptroller's use only

DIRECT DEPOSIT AUTHORIZATION INSTRUCTIONS

- Use only BLUE or BLACK ink.
- Alterations must be initialed.
- Financial institution must complete Section 4.
- Section 7 must be completed by the paying state agency
- Check all appropriate box(s).

TRANSACTION TYPE

SECTION 1	<input type="checkbox"/> New setup (Sections 2, 3 & 4)	<input type="checkbox"/> Change financial institution (Sections 2, 3 & 4)
	<input type="checkbox"/> Cancellation (Sections 2 & 3)	<input type="checkbox"/> Change account number (Sections 2, 3 & 4)
	<input type="checkbox"/> Interagency transfer (Sections 2 & 3)	<input type="checkbox"/> Change account type (Sections 2, 3 & 4)
	<input type="checkbox"/> Exemption (Sections 2 & 5)	

PAYEE IDENTIFICATION

SECTION 2	1. Social Security number or Federal Employer's Identification (FEI)			2. Mail code (If not known, will be completed by Paying State Agency)		
	3. Name			4. Business phone number: ()		
	5. Street address		6. City		7. State	8. ZIP code

AUTHORIZATION FOR SETUP, CHANGES OR CANCELLATION

SECTION 3	9. Pursuant to <i>Section 403.016</i> , Texas Government Code, I authorize the Comptroller of Public Accounts to deposit by electronic transfer payments owed to me by the State of Texas and, if necessary, debit entries and adjustments for any amounts deposited electronically in error. The Comptroller shall deposit the payments in the financial institution and account designated below. I recognize that if I fail to provide complete and accurate information on this authorization form, the processing of the form may be delayed or that my payments may be erroneously transferred electronically.					
	I consent to and agree to comply with the National Automated Clearing House Association Rules and Regulations and the Comptroller's rules about Electronic transfers as they exist on the date of my signature on this form or as subsequently adopted, amended or repealed.					
	10. Authorized signature		11. Printed name		12. Date	

FINANCIAL INSTITUTION (Must be completed by financial institution representative.)

SECTION 4	13. Name		14. City		15. State	
	16. Routing transit number		17. Customer account number (Dashes required <input type="checkbox"/> YES)		18. Type of account <input type="checkbox"/> Checking <input type="checkbox"/> Savings	
	19. Representative name (Please print)			20. Title		
	21. Representative signature (Optional)		22. Phone number ()		23. Date	

EXEMPTION:

SECTION 5	I claim exemption and request payment by state warrant (check) because:					
	24. <input type="checkbox"/> I hold a position that is classified below group 8 in the position classification salary schedule.					
	25. <input type="checkbox"/> I am unable to establish a qualifying account at a financial institution.					
	26. <input type="checkbox"/> I certify that payment by direct deposit would be impractical and/or more costly to me than payment by warrant.					
27. Authorized signature		28. Printed name		29. Date		

CANCELLATION BY AGENCY

SEC6	30. Reason			31. Date		

PAYING STATE AGENCY

SECTION 7	32. Signature		33. Printed name			
	34. Agency name			35. Agency number		
	36. Comments		37. Phone number ()		38. Date	

**OPERATION STONEGARDEN 2009 (OPSG-09)
GRANT APPLICATION**

1. APPLICANT NAME (Jurisdiction):	HIDALGO COUNTY SHERIFF'S OFFICE		
2. COUNTY:	HIDALGO		
3. PARTICIPATING AGENCIES (List the county & municipal law enforcement agencies who will participate in the grant program)			
4. CHECKLIST OF APPLICATION ATTACHMENTS:	<input type="checkbox"/> Designation of Grant Officials (Form A-2). <input type="checkbox"/> Application for Federal Assistance (Form A-3). The Authorized Official must sign this form. <input type="checkbox"/> Financial Cost Estimate (Form A-4). The Grant Financial Officer must sign this form. <input type="checkbox"/> Assurances and Certifications (Form A-5). The Authorized Official must sign this form. <input type="checkbox"/> Direct Deposit Authorization Form (Form 74-176). The Grant Financial Officer must sign this form.		
	<input type="checkbox"/> Appendix A. Budget Narrative Worksheet – see Note below		
	<input type="checkbox"/> Appendix B. Operations Order Report - see Note below		
	Note: See the Operation Stonegarden 2009 (OPSG-09) Guidance & Application Kit for information on completing these forms.		
5. CERTIFICATION	The undersigned agree to comply with all terms and conditions outlined in the DHS Fiscal Year 2009 Operation Stonegarden Guidance and Application Kit.		
_____ Authorized Official (Original Signature)	_____ Date	_____ Grant Project Officer (Original Signature)	_____ Date
6. APPROVAL	The attached application is approved.		
	<input type="checkbox"/> Chief, Division of Emergency Management <input type="checkbox"/> State Coordinator of Preparedness and Operations		_____ Date

Mail completed forms and application materials to:

State Administrative Agency
 Governor's Division of Emergency
 Management
 Texas Department of Public Safety
 PO Box 4087
 Austin, TX 78773-0224

DESIGNATION OF GRANT OFFICIALS

GRANT:	Operation Stonegarden 2009 – Local Grants (OPSG-09)
---------------	--

GRANT PERIOD: (date of award for 36 months)	SEPTEMBER 1ST 2009 - SEPTEMBER 30TH, 2012
---	--

AGENCY NAME:	HIDALGO COUNTY SHERIFF'S OFFICE
---------------------	--

Grant Project Officer	
<i>Name</i>	GUADALUPE "LUPE" TREVINO
<i>Title</i>	SHERIFF
<i>Official Mailing Address</i>	PO BOX 1228, EDINBURG, TEXAS 78540
<i>Daytime Phone Number</i>	956-383-8114 ext 6003
<i>Fax Number</i>	956-393-6179
<i>E-mail Address</i>	sheriffrevino@hidalgo.org

Grant Financial Officer	
<i>Name</i>	RAY EUFRACIO
<i>Title</i>	COUNTY AUDITOR
<i>Official Mailing Address</i>	2808 S. BUSINESS HWY 281 EDINBURG, TEXAS 78539-6243
<i>Daytime Phone Number</i>	956-318-2511
<i>Fax Number</i>	956-318-2577
<i>E-mail Address</i>	Ray.eufracio@auditor.co.hidalgo.tx.us

Authorized Official *	
<i>Name</i>	J.D. SALINAS
<i>Title</i>	HIDALGO COUNTY JUDGE
<i>Official Mailing Address</i>	PO BOX 1356, EDINBURG, TEXAS 78539
<i>Daytime Phone Number</i>	956-318-2600
<i>Fax Number</i>	956-318-2699
<i>E-mail Address</i>	Jd.salinas@co.hidalgo.tx.us

* An individual authorized to execute contracts on behalf of a jurisdiction or local law enforcement agency.

STATE & FEDERAL ASSURANCES & CERTIFICATIONS

FY 2009 OPERATION STONEGARDEN GRANT PROGRAM (OPSG-09)

NAME OF APPLICANT:
HIDALGO COUNTY SHERIFF'S OFFICE

This form includes Federal and State assurances and certifications that must be reviewed, signed, and submitted as a part of the Application for Federal Assistance.

Note: Certain of these assurances may not be applicable to your program. If you have any questions, please contact the awarding agency.

As the duly authorized representative of the applicant, I hereby certify that the applicant (as a grantee or subgrantee) will comply with the Federal and State assurances and certifications below.

J. D. SALINAS	HIDALGO COUNTY JUDGE
Typed Name of Authorized Official	Title
Signature of Authorized Official	Date Signed

A. FEDERAL ASSURANCES

The Applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

B. STATE ASSURANCES

The Applicant:

1. Must comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the applicant's governing body or of the applicant's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.

2. Must insure that all information collected, assembled, or maintained by the applicant relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.
3. Must comply with Texas Government Code, Chapter 551, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
4. Must comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
5. If the grantee or subgrantee is a health, human services, public safety, or law enforcement agency, it will not contract with or issue a license, certificate, or permit to the owner, operator, or administrator of a facility if the license, permit, or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
6. If the subgrantee is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701, it must be in compliance with all rules adopted by the Texas Commission on Law Enforcement Officer Standards and Education pursuant to Chapter 1701, Texas Occupations Code or must provide the grantor agency with a certification from the Texas Commission on Law Enforcement Officer Standards and Education that the agency is in the process of achieving compliance with such rules.
7. When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and local sub-grantee shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met. (See Section __.36 for additional guidance on contract provisions).
8. Must comply with the Texas Family Code, Section 261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Sub-grantees shall also ensure that all program personnel are properly trained and aware of this requirement.
9. Will comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.
10. Will comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing this program.
12. Certifies that it and its principals are eligible to participate and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and it is not listed on a state or federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <http://www.epls.gov>.
13. Must adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, *et seq.*

13. Has the legal authority to apply for federal assistance, and the institutional, managerial, and financial capability (including funds sufficient to pay the non-state share of project costs) to ensure proper planning, management and completion of the project described in this application.

14. Will give the awarding agency, the State Comptroller, and if applicable, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

15. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal gain.

16. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

C. FEDERAL CERTIFICATIONS

The applicant (as grantee or subgrantee) certifies:

1. Drug-Free Workplace. It will provide a drug-free workplace by:
 - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
 - B. Establish a drug-free awareness program to inform employees about:
 - i. the dangers of drug abuse in the workplace;
 - ii. the applicant's policy of maintaining a drug-free workplace;
 - iii. any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. the penalties that may be imposed upon employees for drug abuse violations.
 - C. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a).
 - D. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - i. abide by the terms of the statement, and
 - ii. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction.
 - E. Notifying the agency within ten days after receiving notice under subparagraph (d) (ii) from an employee or otherwise receiving actual notice of such conviction.
 - F. Taking one of the following actions with respect to any employee who is so convicted:
 - i. taking appropriate personnel action against such an employee, up to and including termination; or
 - ii. requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
 - G. Making a good faith effort to continue to maintain a drug-free workplace through the implementation of paragraphs (a), (b), (c), (d), (e), and (f).

2. Lobbying:

- A. It will not use grant funds, either directly or indirectly, in support of the enactment, repeal, modification, or adoption of any law, regulation or policy, at any level of government.
 - B. If any non-grant funds have been or will be used in support of the enactment, repeal, modification, or adoption of any law, regulation or policy, at any level of government, it will notify the Governor's Division of Emergency Management to obtain the appropriate disclosure form.
 - C. It will include the language of paragraphs A and B of this section in the award documents for all sub-awards at all tiers and will require all sub-recipients to certify accordingly.
3. It will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
 4. It will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
 5. It will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
 6. It will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
 7. It will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
 - a.
 8. It will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
 9. It will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

10. It will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
11. It will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
12. It will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

Standard Form 424B

**Pipeline Permit
CC REGULAR**

Date: 01/20/2009
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. North Alamo Water Supply Corporation:
Approximately 500' west of Doolittle Rd on the south side of Benito Ramirez Rd- Bore-Sara Rios 3/4" service connection

2. Omar Garcia (Palomar Subdivision):
The 8-inch sanitary sewer line being proposed will connect to an existing 8-inch sanitary sewer line with a manhole. The existing 8-inch line is located on the east side and within the right-of-way of Trospen Rd. The purpose of the proposed line is to provide with sanitary sewer collection service to Palomar Subdivision. The material for this line is PVC SDR-26.

BACKGROUND

Fiscal Impact

Attachments

Link: [Pipeline Permits](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	01/14/2009 03:23 PM	APRV
2	Dale Kennan	Dale Kennan	01/15/2009 10:03 AM	APRV
3	Auditor's Office	Linda Fong	01/15/2009 02:05 PM	APRV
Form Started By: Sandra Garcia			Started On: 01/13/2009 03:25 PM	
Final Approval Date: 01/15/2009				

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

That the County of Hidalgo, Texas, acting by and through its Commissioners' Court, by virtue of motion and resolution introduced and adopted by said Commissioners' Court on the 20th day of January, 2009 does by these presents **GRANT, GIVE AND RELINQUISH TO:**

North Alamo Water Supply Corporation

hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain a 2 inch water / gas/ sewer/ irrigation line; said line to be constructed of material along the following public road easement held by the Hidalgo County of Hidalgo, Texas upon the conditions, obligations, and requirements as hereinafter set forth, said public road upon which said water / gas/ sewer/ irrigation line is to be constructed, reconstructed, laid and maintained, **described as follows:**

- 1. Approximately 500' west of Doolittle Rd on the south side of Benito Ramirez Rd- Bore- Sara Rios 3/4" service connection

The granting, giving and authorizing of permission for the said aforementioned Permittee to so construct, reconstruct, lay and maintain a water line along the above described public road being conditioned that Permittee agrees that:

1. The Permittee will install and shall maintain said pipeline so that the top of the line will always be at least at the minimum depth of forty (40) inches below the flow line of the ditches on either side of said roadway when the pipeline is to be constructed, the Permittee shall contact the Commissioner in the Precinct in which the construction project is located and obtain written instructions, signed by said Commissioner, concerning the location and depth of said line. In this connection, it is agreed and understood that the Permittee will not cut the surface in any manner said public road or any roadway, without first obtaining the written permission of the Commissioners' Court of Hidalgo County, Texas.
2. The Permittee will employ a competent person or firm to do such installation and complete it in accordance with the covenants and conditions herein set forth.
3. Permittee shall stake its line on the location approved by the Commissioner in whose precinct the work is to be done well in advance of beginning its work. Permittee shall contact Commissioner before commencing any work.
4. The Permittee will use all proper caution in performing the work to prevent injury to all persons and property and it will indemnify Hidalgo County against all damages that may be assessed against the County by reasons of the work here permitted and the maintenance of such pipeline.
5. Notwithstanding any provision in this Agreement to the contrary, Permittee recognizes that the paramount purpose of the easement and dedication for the said public road is to provide for the establishment and operation of a roadway for the public. Recognizing this as the paramount purpose of the easement and dedication, Permittee agrees that Permitter has the unlimited and unrestricted right to establish, construct, reconstruct and maintain the said public road and to conduct all maintenance for the roadway and all related structures (including but not limited to the maintenance, construction and reconstruction of ditches, drainage pipes, bridges and paving surfaces) without incurring any liability, obligation or duty to Permittee.

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

That the County of Hidalgo, Texas, acting by and through its Commissioners' Court, by virtue of motion and resolution introduced and adopted by said Commissioners' Court on the 20th day of January, 2009 does by these presents **GRANT, GIVE AND RELINQUISH TO:**

Omar Garcia (Palomar Subdivision)

hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain a 8 inch /water/ gas/ sewer/ irrigation line; said line to be constructed of material along the following public road easement held by the Hidalgo County of Hidalgo, Texas upon the conditions, obligations, and requirements as hereinafter set forth, said public road upon which said water/ gas/ sewer/ irrigation line is to be constructed, reconstructed, laid and maintained, **described as follows:**

- 2. The 8-inch sanitary sewer line being proposed will connect to an existing 8-inch sanitary sewer line with a manhole. The existing 8-inch line is located on the east side and within the right-of-way of Trosper Road. The purpose of the proposed line is to provide with sanitary collection service of Palomar Subdivision. The material for this line is PVC SDR-26.

The granting, giving and authorizing of permission for the said aforementioned Permittee to so construct, reconstruct, lay and maintain a 8-inch sanitary sewer line along the above described public road being conditioned that Permittee agrees that:

1. The Permittee will install and shall maintain said pipeline so that the top of the line will always be at least at the minimum depth of forty (40) inches below the flow line of the ditches on either side of said roadway when the pipeline is to be constructed, the Permittee shall contact the Commissioner in the Precinct in which the construction project is located and obtain written instructions, signed by said Commissioner, concerning the location and depth of said line. In this connection, it is agreed and understood that the Permittee will not cut the surface in any manner said public road or any roadway, without first obtaining the written permission of the Commissioners' Court of Hidalgo County, Texas.
2. The Permittee will employ a competent person or firm to do such installation and complete it in accordance with the covenants and conditions herein set forth.
3. Permittee shall stake its line on the location approved by the Commissioner in whose precinct the work is to be done well in advance of beginning its work. Permittee shall contact Commissioner before commencing any work.
4. The Permittee will use all proper caution in performing the work to prevent injury to all persons and property and it will indemnify Hidalgo County against all damages that may be assessed against the County by reasons of the work here permitted and the maintenance of such pipeline.
5. Notwithstanding any provision in this Agreement to the contrary, Permittee recognizes that the paramount purpose of the easement and dedication for the said public road is to provide for the establishment and operation of a roadway for the public. Recognizing this as the paramount purpose of the easement and dedication, Permittee agrees that Permitter has the unlimited and unrestricted right to establish, construct, reconstruct and maintain the said public road and to conduct all maintenance for the roadway and all related structures (including but not limited to the maintenance, construction and reconstruction of ditches, drainage pipes, bridges and paving surfaces) without incurring any liability, obligation or duty to Permittee.

AI-13376
Proclamation
CC REGULAR

17.A.

Date: 01/20/2009
Submitted By: Yolanda Cisneros, COMM. PCT. #2
Submitted For: Yolanda Cisneros
Department: COMM. PCT. #2
Agenda Category: Precinct #2

Information

CAPTION

Approval of Proclamation honoring Mario Reyna of San Juan.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
No fiscal impact.

Attachments

Link: [my documents](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	01/13/2009 02:28 PM	APRV
2	Dale Kennan	Dale Kennan	01/14/2009 08:09 AM	APRV
3	Auditor's Office	Linda Fong	01/15/2009 01:03 PM	APRV
4	Purchasing Department	Marty Salazar	01/15/2009 01:05 PM	APRV

Form Started By: Yolanda Cisneros
Started On: 01/13/2009 02:08 PM
Final Approval Date: 01/15/2009

PROCLAMATION

WHEREAS, Mr. Mario Reyna was born on July 16, 1959 in San Juan, TX, the son of five children to Elva (Carreon) Reyna and Jose A. Reyna; and

WHEREAS, Mr. Mario Reyna grew up during the late 60's as a migrant and during the late 70's working various jobs such as picking melons and with the City of San Juan Brush Collection department to help with living expenses; and

WHEREAS, Mr. Mario Reyna played all type of sports during his years at P-SJ-A High School, including basketball. His Senior Year in 1977 he was named as Co-MVP of team; and,

WHEREAS, Mr. Mario Reyna enrolled at Pan American University in September 1977. Due to his low college entrance exams scores, Mr. Reyna was placed on academic probation before taking any classes. After struggling academically with his first year in College, Mr. Reyna graduated with honors on May 17, 1981.

WHEREAS, During his years in College, Mr. Reyna attained many part-time jobs as he was aware that his mother's (widow mom) financial status would not be sufficient to provide further education after high school. In addition to working part time, Mr. Reyna volunteered his time for five years as a Pony League baseball coach with the City of Pharr.

WHEREAS, Mr. Reyna earned a Master of Education degree on May 13, 1990. It should be duly noted that Mr. Reyna completed all his masters work with a 4.0 GPA; and

WHEREAS, Mr. Mario Reyna began his career in education in September 1981 as a physical education teacher in McAllen ISD at Zavala Elementary which was a school with a high percentage of children meeting low socio-economic status. Mr. Mario Reyna taught physical education at Zavala Elementary for twenty-two years because he believed in making a difference in a community that struggled with gang violence and drugs; and

WHEREAS, Mr. Mario Reyna was selected as McAllen ISD Elementary Teacher of The Year in 1997 – to date, Mr. Reyna is the only physical education teacher to have attained such an honor; and

WHEREAS, Mr. Mario Reyna was awarded the Arturo Estrada Sanchez trophy on July 24, 1999 for his outstanding baseball umpiring in South Texas – this award was presented in Monterrey, Nuevo Leon, Mexico; and

WHEREAS, Mr. Mario Reyna was selected as a Notable Valley Hispanic honoree on October 1, 2000; and

WHEREAS, Mr. Mario Reyna was elected on December 4, 2008 as President-elect of the Texas Association for Health, Physical Education, Recreation and Dance (TAHPERD). Since 1923, Mr. Reyna is the first person from the Rio Grande Valley and the first male Hispanic elected to position. In December 2010, Mr. Reyna will serve as President of TAHPERD; and

NOW, THEREFORE BE IT PROCLAIMED, that the Hidalgo County Commissioners Court hereby recognizes Mr. Mario Reyna for his commitment to service and education.

JUAN D. SALINAS III
County Judge

SYLVIA S. HANDY
County Commissioner, Pct. 1

HECTOR "TITO" PALACIOS
County Commissioner, Pct. 2

JOE M. FLORES
County Commissioner, Pct. 3

OSCAR GARZA, JR.
County Commissioner, Pct. 4

Attest:

ARTURO GUAJARDO, JR.
County Clerk

AI-13420

18.A.

**Cell Phone Replacement
CC REGULAR**

Date: 01/20/2009
Submitted By: Griselda Salazar, IT DEPARTMENT
Submitted For: Renan Ramirez
Department: IT DEPARTMENT
Agenda Category: Precinct #3

Information

CAPTION

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

Department Name:	Name of Employee:	Equipment Type:	One Time Equipment Cost:
Commissioner Pct. 3	Marcelo Garza	IC 502	\$50.00

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1203-431-00-123-005-0-664

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

BUDGETARY IMPACT:

\$998.94 available as of 01/15/09; pending carryover

Attachments

Link: [Cell Phone Replacement](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	01/14/2009 01:06 PM	APRV
2	Erika Reyna	Erika Reyna	01/15/2009 04:40 PM	APRV
3	Auditor's Office	Linda Fong	01/15/2009 05:07 PM	APRV
4	Purchasing Department	Marty Salazar	01/16/2009 10:12 AM	APRV

Form Started By: Griselda Salazar Started On: 01/14/2009 11:51 AM

Final Approval Date: 01/16/2009

CELLULAR PHONE REQUEST FORM HIDALGO COUNTY, TEXAS

(1) Type of Request:

Phone and service (NEW)
 User Name Change
 Phone and service (Porting/Existing number: 956-393-1831)
 Delete Service
 Plan change
 Other _____

(2) Requesting employee/position: Marcelo Garza / Asst. Field Oper. Director

Employee ID #: 103349 Office: Pct. 3 Budget Acct. #: 8-1203-431-00-123-005-0-664

(3) Type of duties:

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

(4) Describe how cell phone will be used: _____

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

Sprint	<input type="checkbox"/> Other	<input type="checkbox"/> BE1000	<input type="checkbox"/> Data Plan	<input type="checkbox"/> Equipment Type	<input type="checkbox"/> Equipment Cost
Plan Cost	\$ _____	\$55.00	\$55.00	<u>ICS02</u>	\$ _____


(6) Will phone be used outside of the County of Hidalgo No. If yes indicate where and how frequently _____

(7) Cell phones come with desktop charger. Additional accessories needed:

Car charger _____ Carrying case _____ Extra battery _____ Other: _____

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

Department Head / Elected Official

	<u>Domingo Villarreal Sr.</u>	<u>12-11-08</u>
↑ Signature ↑	↑ Print Name ↑	↑ Date Signed ↑

APPROVED BY HIDALGO COUNTY COMMISSIONERS' COURT

APPROVAL DATE : _____



COUNTY COMMISSIONER PRECINCT 3
County of Hidalgo

Joe M. Flores
County Commissioner Pct. No. 3

TO : Renan Ramirez, Chief Information Officer
I.T. Department

FROM: Joe M. Flores, Commissioner
Hidalgo County Precinct #3

DATE : December 12, 2008

RE : Replacement of lost phone

Yesterday December 11, 2008 around 10:30 in the morning my Assistant Field Operations Director Marcelo Garza lost his county mobile phone. He was working in the area of 9 ½ and Abram Rd. when he lost the phone. I am requesting a replacement phone for Mr. Garza. If you need further information feel free to call my office at (956) 205-7000 Thank you.

08-211-Sub 5

**HIDALGO COUNTY CONSTABLE PCT. 3
OFFENSE / INCIDENT REPORT**

OFFENSE	OFFENSE: <u>Lost Cell Phone</u>				CODE	<input type="checkbox"/> FELONY <input type="checkbox"/> MISDEMEANOR
	OFFENSE:				CODE	<input type="checkbox"/> FELONY <input type="checkbox"/> MISDEMEANOR
	DATE OFFENSE REPORTED	TIME OFFENSE REPORTED	DAY(S) OF OCCURRENCE		FBI CODE	UCR CODE
	<u>12-11-08</u>	<u>3:13</u> <input type="checkbox"/> AM <input checked="" type="checkbox"/> PM	S M T W T F S <u>(T)</u>			
	LOCATION OF OFFENSE (STREET ADDRESS)				SECTOR AREA	
<u>8 1/2 N. Abram Rd.</u>				<u>Sec. 5</u>		
<input checked="" type="checkbox"/> PRELIMINARY <input type="checkbox"/> SUPPLEMENT <input type="checkbox"/> ARREST <input type="checkbox"/> ADULT <input type="checkbox"/> JUVENILE <input type="checkbox"/> TRAFFIC STOP <input type="checkbox"/> IMPOUND <input type="checkbox"/> RECOVERED STOLEN <input type="checkbox"/> WARRANT SERVED <input type="checkbox"/> ILLEGAL DUMPING <input type="checkbox"/> ASSIST AGENCY <input type="checkbox"/> OTHER						
VICTIM	VICTIM / WITNESS NAME		D.L.	ADDRESS		RES. PHONE
	<u>Lozza, Marcello</u>		<u>05752274</u>	<u>169 S. Montgomery Mission TX 78572</u>		<u>0</u>
	DATE OF BIRTH	SEX	RACE	EMPLOYER / SCHOOL	BUS. / SCHOOL ADDRESS	BUS. PHONE
	<u>6-12-55</u>	<u>M</u>	<u>W</u>	<u>Hidalgo Co- Pct 3</u>	<u>724 N. Arapahoe Mission TX</u>	<u>585-4509</u>
	VICTIM / WITNESS NAME		D.L.	ADDRESS		RES. PHONE
			SSN			
	DATE OF BIRTH	SEX	RACE	EMPLOYER / SCHOOL	BUS. / SCHOOL ADDRESS	BUS. PHONE
WITNESS	VICTIM / WITNESS NAME		D.L.	ADDRESS		RES. PHONE
			SSN			
	DATE OF BIRTH	SEX	RACE	EMPLOYER / SCHOOL	BUS. / SCHOOL ADDRESS	BUS. PHONE
	VICTIM / WITNESS NAME		D.L.	ADDRESS		RES. PHONE
			SSN			
	DATE OF BIRTH	SEX	RACE	EMPLOYER / SCHOOL	BUS. / SCHOOL ADDRESS	BUS. PHONE

SUSPECT INFORMATION	SUSPECT'S NAME		D.L.	ALIAS / AKA	DATE OF BIRTH	AGE	SEX	RACE
			SSN					
	HEIGHT	WEIGHT	HAIR	EYES	SUSPECT'S ADDRESS	HAND USE		
						<input type="checkbox"/> LEFT	<input type="checkbox"/> RIGHT	<input type="checkbox"/> UNKOWN
	SCARS, MARKS, TATTOOS				CLOTHING	FACIAL HAIR		
	BUILD	GLASSES	SPEECH		TEETH	PHYSICAL CONDITION		
	APPEARANCE					DEMEANOR OF SUSPECT		OTHER
	SUSPECT'S NAME		D.L.	ALIAS / AKA	DATE OF BIRTH	AGE	SEX	RACE
			SSN					
HEIGHT	WEIGHT	HAIR	EYES	SUSPECT'S ADDRESS	HAND USE			
					<input type="checkbox"/> LEFT	<input type="checkbox"/> RIGHT	<input type="checkbox"/> UNKOWN	
SCARS, MARKS, TATTOOS				CLOTHING	FACIAL HAIR			
BUILD	GLASSES	SPEECH		TEETH	PHYSICAL CONDITION			
APPEARANCE					DEMEANOR OF SUSPECT		OTHER	
LICENSE NO.	STATE	YEAR	MAKE	MODEL	COLOR	VIN		
LICENSE NO.	STATE	YEAR	MAKE	MODEL	COLOR	VIN		

COUNTY CONSTABLE P.C. 3
OFFENSE / INCIDENT REPORT

CASE NUMBER
08-271-Pct. 3

OFFENSE INFORMATION NARRATIVE

On 12-11-08 I Deputy A. Patina II was called to Hidalgo Co. Pct. 3 office located at 730 N. Broadway Mission TX 78572. In reference to a lost cell phone.

I arrived on location and made contact with reporting party Manuelo Lanza as per Texas Driver license # 05753274.

Mr. Lanza said that he was doing road work at 4 1/2 N. Abram Ave.

Mr. Lanza said that when he was looking for his cell phone he could not locate it.

Mr. Lanza said that he looked inside the cab of the country truck and the area around the truck.

Mr. Lanza said that he could not find the phone.

Mr. Lanza said that he wanted a Report. Akub

Mr. Lanza did not have the serial number for the phone.

--- Disposition ---

Case number 08-271-Pct. 3 was issued.

Mr. Lanza given card with case number.

Cleared at 3:41 pm

TIME RECEIVED 3:13 pm	TIME DISPATCHED 3:14 pm	TIME 10-23 3:23 pm	TIME 10-08 3:41 pm
REPORTING OFFICER A. Patina II	BADGE 314	PCT 3	APPROVED BY A. J. V. [Signature]
			BADGE 303
			PCT 3

AI-13451

18.B.

Pct #3 Inter-Departmental Transfer

CC REGULAR

Date: 01/20/2009
Submitted By: Norma Ceballos, COMM. PCT. #3
Department: COMM. PCT. #3
Agenda Category: Precinct #3

Information

CAPTION

Approval of 2008 inter-departmental transfer from Precinct #3 P/U Roads program (005) to program (050) in the amount of \$42,200.00

BACKGROUND

Interlocal City of La Joya-Alex St.-Aid to other Government

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1203-431-00-123-0XX-0-841
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Prog. 005-->Prog. 050 \$42,200.00
 Available balance as of 01/15/09 \$84,400.00

Attachments

Link: [Inter-dept](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	01/15/2009 07:52 AM	APRV
2	Erika Reyna		01/15/2009 05:01 PM	PEND
3	Auditor's Office	Linda Fong	01/15/2009 01:43 PM	APRV
4	Dina Trevino	Dina Trevino	01/15/2009 04:52 PM	APRV
5	Purchasing Department	Marty Salazar	01/15/2009 05:00 PM	APRV

Form Started By: Norma Ceballos Started On: 01/14/2009 05:26 PM

Final Approval Date: 01/15/2009

AI-13454

19.A.

**Interlocal between Hidalgo County & Irrigation District No.1
CC REGULAR**

Date: 01/20/2009
Submitted By: Monica Badillo, BUDGET & MANAGEMENT
Submitted For: as per Steve Crain
Department: BUDGET & MANAGEMENT
Agenda Category: Precinct #4

Information

CAPTION

Discussion and action on Revised Interlocal Agreement between County of Hidalgo and Irrigation District No. 1

BACKGROUND

Agreement previously approved on Nov. 25, 2008

This Agreement is to include Maintenance and Transfer of Ditches

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route	Seq	Inbox	Approved By	Date	Status
1		Budget & Management	Veronica Lopez	01/15/2009 11:44 AM	APRV
2		Manuel Chapa	Manuel Chapa	01/16/2009 11:11 AM	APRV
3		Auditor's Office		01/16/2009 05:39 PM	NEW

Form Started By: Monica Badillo
Started On: 01/15/2009 09:28 AM

Final Approval Date: 01/16/2009

AI-13440

20.A.1.

Interdept- Constable Pct. 4

CC REGULAR

Date: 01/20/2009
Submitted By: Veronica Lopez, BUDGET & MANAGEMENT
Submitted For: Raul Silguero
Department: BUDGET & MANAGEMENT
Agenda Category: Budget and Management

Information

CAPTION

Constable Pct. 4:
Approval of 2009 interdepartmental transfer from County Wide Administration to Constable Precinct 4 (1100) in the amount of \$1,084.98, for vehicle repair and maintenance service.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-4XX-00-XXX-00X-0-XXX
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

9-1100-415-00-115-002-0-899 --> 9-1100-421-00-294-001-0-434 in the amount of \$1,084.98. Funding available for transfer as of 01-15-09.

Attachments

Link: [Letter](#)
Link: [Interdept- Constable pct 4](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	01/14/2009 04:18 PM	APRV
2	Dale Kennan	Dale Kennan	01/15/2009 01:31 PM	APRV
3	Auditor's Office	Linda Fong	01/15/2009 01:54 PM	APRV
4	Purchasing Department	Marty Salazar	01/15/2009 03:39 PM	APRV

Form Started By: Veronica Lopez Started On: 01/14/2009 03:44 PM
Final Approval Date: 01/15/2009

yr. 9



CONSTABLE J.E. GUERRA
HIDALGO COUNTY CONSTABLE DEPARTMENT PRECINCT 4
1212 S. 25th ST. EDINBURG, TEXAS 78539
PHONE (956) 383-8560 * FAX (956) 383-8565

January 8, 2009

Hidalgo County Budget & Management
C/o Raul Silguero
2818 S. Bus. Hwy 281
Edinburg, Texas 78539

Mr. Silguero,

On October 7, 2009, Deputy Constable Joaquin Vasquez was involved in an auto accident in which his patrol unit, a 2005 Ford Crown Victoria (Texas License Plates 885670, VIN: 2FAFP71WX5X121246) sustained damage. Since that time the auto insurance of the individual at fault has issued payment in the amount of \$1,084.98. which was received on 12-17-2208 and deposited into account # 9-1100-360-00-000-005-0-000.

As such, please allow this to serve as a formal request to have the money in the above referenced amount be placed in to the appropriate line item within the Hidalgo County Constable Precinct 4 budget **in order to effect such repairs.** *obj. code _____*

Please have your staff contact me should you have a questions or concerns.

Respectfully,

Joel Rivera
Chief Deputy
Hidalgo County Constable Precinct 4

Xc: files

OFFICIAL HIDALGO COUNTY RECEIPT
OFFICE OF THE COUNTY TREASURER
NORMA G. GARCIA

Receipt No: 125291

Received From: Safeco In. Co. 12/17/2008

Date 01/06/09

1 2752801 Vin#2FAFP71WX5X121246

9-1100-360-00-000-005-0-000

1,084.98

Total: 1,084.98

Check Total	1,084.98
Cash Total	.00
Credit Total	.00
Other Total	.00

DATE: January 14, 2009

2009
Transfer
AI- 13440



DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Dept. of Budget & Management for
Constable Pct 4

ACCOUNT NUMBER: 9-1100-4XX-00-XXX-00X-0-XXX

SUBJECT: **Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C, Section 111.070, Subsection C.**

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
9-1100-415-00-115-002-0- 899	Co Wide Adm- Contingency	(1,084.98)
TO		
9-1100-421-00-294-001-0- 434	Constable Pct. 4- Vehicle R&M Service	1,084.98
TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON: Interdepartmental Transfer from County Wide Administration- Contingency to Constable Pct. 4- Vehicle R&M Service in the amount of \$1,084.98 in order to effect such repairs to a vehicle that sustained damage.

Approved by _____

COMMISSIONERS COURT

_____/_____/_____
DATE

ATTEST, COUNTY CLERK

AI-13410

20.A.2.

Interdepartmental transfer - Pct# 4 Drainage Improvement Project (1204)

CC REGULAR

Date: 01/20/2009
Submitted By: Manuel Chapa, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Category: Budget and Management

Information

CAPTION

Pct. 4 Drainage Improvement Project (1204):
Approval of 2008 interdepartmental transfer within Pct. 4 (1204) from P/U Rd, program no. 007 to Drainage Improvement Project, program no. 036, in the amount of \$1,084.85 to fund salaries and related fringes.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008
FUNDS AVAILABLE Y/N?: Y
ACCT. #: 8-1204-431-00-124-0XX-0-XXX
MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

8-1204-431-00-124-007-0-731-->8-1204-431-00-124-036-0-XXX \$1,084.85
Available balance as of 1-14-09 \$32,435.65

Attachments

Link: [interdept transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	01/14/2009 11:05 AM	APRV
2	Roland Garcia	Rolando Garcia	01/14/2009 11:53 AM	APRV
3	Auditor's Office	Linda Fong	01/15/2009 01:57 PM	APRV
4	Purchasing Department	Marty Salazar	01/15/2009 03:39 PM	APRV
Form Started By: Manuel Chapa				Started On: 01/14/2009 10:33 AM
Final Approval Date: 01/15/2009				

DATE: January 14, 2009

2009

Transfer

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Department of Budget & Management for PCT.4 DRAIN IMPRV PRJ (1204)

AI# 13410

ACCOUNT NUMBER: 8-1204-431-00-124-036-0-XXX



SUBJECT: Interdepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Contact: Manuel Chapa
Ph#: 292-7025 Ext. 5760

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer(s) (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
8-1204-431-00-124-007-0-731	PCT.4 P/U RD - ROADS	(1,084.85)
8-1204-431-00-124-036-0-113	PCT.4 DRAIN IMPRV PRJ- PERM F/T EMPLOYEES	907.65
8-1204-431-00-124-036-0-220	PCT.4 DRAIN IMPRV PRJ- FICA	68.86
8-1204-431-00-124-036-0-230	PCT.4 DRAIN IMPRV PRJ- RETIREMENT	104.47
8-1204-431-00-124-036-0-250	PCT.4 DRAIN IMPRV PRJ- UNEMPLOYMENT COMP.	3.87
TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON:
To cover negatives balances in salaries and fringes and close out the 2008 calendar year for the Pct#4 -Drainage Improvement Project.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-13338

20.A.3.

Interdepartmental Transfer for CCL #4

CC REGULAR

Date: 01/20/2009
Submitted By: Rolando Garcia, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Category: Budget and Management

Information

CAPTION

County Court at Law #4:
Approval of 2008 interdepartmental transfer from Countywide Administration - Contingency to County Court-At-Law #4 - Court Costs & Investigaiton (1100) in the amount of \$1,300.00.

BACKGROUND

To fund year end expenditures.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-41X-00-XXX-00X-0-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
8-1100-415-00-115-002-0-899-->8-1100-412-00-024-001-0-831 \$1,300.00

Available balance as of 01/15/09.

Attachments

Link: [InterdepartmentalTransfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	01/13/2009 07:44 AM	APRV
2	Ivan Cantu	Ivan Cantu	01/13/2009 09:18 AM	APRV
3	Auditor's Office	Linda Fong	01/15/2009 01:09 PM	APRV
4	Purchasing Department	Marty Salazar	01/15/2009 03:38 PM	APRV

Form Started By: Rolando Garcia Started On: 01/12/2009 03:11 PM
Final Approval Date: 01/15/2009

**Interdept transfer for R & B Pct. 1 to fund 2008 negative balances
CC REGULAR**

Date: 01/20/2009
Submitted By: Ivan Cantu, BUDGET & MANAGEMENT
Submitted For: Noe Montez
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 \$387.39 to fund salaries and related fringes to close out 2008 calendar year.

BACKGROUND

Fiscal Impact

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

BUDGETARY IMPACT:

program no. 005 P/U Rd object code 626 --> 113 \$216.06, 115 \$12.43, 211 \$113.57, 230 \$44.19 & 250 \$1.14.

To cover negative balances to close out the 2008 calendar year. Negative balances in salaries and fringes are due to posting of accrual JE's. Funds available as of 1-12-09.

Attachments

Link: [Copy of 13332 NEW Interdept form](#)

Form Routing/Status

Route	Seq	Inbox	Approved By	Date	Status
1		Ivan Cantu (Originator)	Ivan Cantu	01/12/2009 02:28 PM	APRV
2		Budget & Management	Veronica Lopez	01/12/2009 02:48 PM	APRV
3		Dale Kennan	Dale Kennan	01/12/2009 03:52 PM	APRV
4		Auditor's Office	Linda Fong	01/15/2009 01:07 PM	APRV
5		Purchasing Department	Marty Salazar	01/15/2009 02:59 PM	APRV
Form Started By: Ivan Cantu				Started On: 01/12/2009 01:41 PM	
Final Approval Date: 01/15/2009					

DATE: January 12, 2009

DEPARTMENT HEAD: Raul Silguero, Jr.

2008
Transfer



DEPARTMENT NAME: Dept of Budget & Mgmt for Pct. 1
Drainage Improv. Project (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-	626	Pct. 1 P/U Rd.-	Gasoline/Diesel (Bulk)	(387.39)
TO				
8-1201-431-00-121-052-0-	113	Pct. 1 Drain Imprv. Prj.-	Perm F/T Employees	216.06
8-1201-431-00-121-052-0-	115	Pct. 1 Drain Imprv. Prj.-	Longevity	12.43
8-1201-431-00-121-052-0-	211	Pct. 1 Drain Imprv. Prj.-	Health Insurance	113.57
8-1201-431-00-121-052-0-	230	Pct. 1 Drain Imprv. Prj.-	Retirement	44.19
8-1201-431-00-121-052-0-	250	Pct. 1 Drain Imprv. Prj.-	Unemployment	1.14
TOTAL BUDGET INCREASE (DECREASE)				0.00

REASON: To cover negative balances for salaries and related fringes to close out the 2008 calendar year.

SIGNATURE

COMMISSIONERS COURT

DATE

ATTEST, COUNTY CLERK

AI-13497

20.A.5.

**Interdepartmental Transfer - Jail to Countywide Contingency Adm
CC REGULAR**

Date: 01/20/2009
Submitted By: Sylvia Solis, BUDGET & MANAGEMENT
Submitted For: Raul Silguero
Department: BUDGET & MANAGEMENT
Agenda Category: Budget and Management
Purchasing only: Interdepartmental Transfers

Information

CAPTION

Countywide Administration - Contingency:
Approval of 2008 interdepartmental transfer from Jail - Room & Board to Countywide Administration - Contingency (1100) in the amount of \$300,000.00 to fund unbudgeted expenditures for fiscal year 2008.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008
ACCT. #: 8-1100-4XX-XX-XXX-002-0-XXX
FUNDS AVAILABLE Y/N?: Y
MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

8-1100-423-21-280-002-0-590 --> 8-1100-415-00-115-002-0-899 \$300,000.00; funds available as of 01-16-09.

Attachments

Link: [Interdepartmental transfer form](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sylvia Solis	Sylvia Solis	01/16/2009 02:53 PM	APRV
2	Budget & Management	Dina Trevino	01/16/2009 03:45 PM	APRV
3	Auditor's Office		01/16/2009 05:39 PM	NEW

Form Started By: Sylvia Solis
 Started On: 01/16/2009 02:33 PM

Final Approval Date: 01/16/2009

DATE: January 16, 2009

DEPARTMENT HEAD: Raul Silguero

2008
Transfer



DEPARTMENT NAME: Dept. of Budget & Mgmt for Jail

ACCOUNT NUMBER: 8-1100-4XX-XX-XXX-002-0-XXX

CONTACT PERSON: Sylvia V. Solis PHONE: (956) 292-7025 Ext. 5423

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		
8-1100-423-21-280-002-0- 590	JAIL ROOM & BOARD	(300,000.00)
TO		
8-1100-415-00-115-002-0- 899	CO WIDE ADM- CONTINGENCY	300,000.00
TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON:

To fund unbudgeted expenditures for 2008.

SIGNATURE

COMMISSIONERS COURT

DATE

ATTEST, COUNTY CLERK

**Interdepartmental Transfer for Pct. 3
CC REGULAR**

Date: 01/20/2009
Submitted By: Erika Reyna, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Category: Budget and Management

Information

CAPTION

Pct. #3:
Approval of 2008 interdepartmental transfer from Precinct #3 P/U Roads to Precinct #3 Drain Improvement Project (1203) in the amount of \$527.64.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1203-431-00-123-0XX-0-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:
8-1203-431-00-123-005-0-339-->8-1203-431-00-123-049-0-211 \$527.64

Available balance as of 01/12/09 \$7,000.00.

Attachments

Link: [Interdepartmental Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	01/13/2009 01:55 PM	APRV
2	Roland Garcia	Rolando Garcia	01/13/2009 04:23 PM	APRV
3	Auditor's Office	Linda Fong	01/15/2009 01:06 PM	APRV
4	Purchasing Department	Marty Salazar	01/15/2009 01:06 PM	APRV
Form Started By: Erika Reyna			Started On: 01/12/2009 01:39 PM	
Final Approval Date: 01/15/2009				

DATE: January 12, 2008

DEPARTMENT HEAD: Raul Silguero Jr.

DEPARTMENT NAME: Dept. of Budget & Mgmt. for Pct. 3 P/U Rds

ACCOUNT NUMBER: 8-1203-431-00-123-0XX-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
8-1203-431-00-123-005-0-339	Pct. 3 P/U Rd - Other Professional Serv	(527.64)
8-1203-431-00-123-049-0-211	Pct. 3 Drain Imprv Prj - Health Insurance	527.64
TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON: **Transfer from Pct. #3 P/U Rds to Pct. 3 Drain Imprv Prj to fund negative balance and year-end expenditures.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

_____/_____/_____
DATE

ATTEST COUNTY CLERK

AI-13310

20.A.7.

2009 Inter for Pct. 3 - Alton Drain Project (1203)

CC REGULAR

Date: 01/20/2009
Submitted By: Dale Kennan, BUDGET & MANAGEMENT
Submitted For: Pct. 3 - Alton Drain Project (1203)
Department: BUDGET & MANAGEMENT
Agenda Category: Budget and Management

Information

CAPTION

Pct. #3:
Approval of 2009 interdepartmental transfer (1203) from Pct. 3 - Paved/Unpaved Roads (005) to Pct. 3 - Drainage Improvement Project (049) in the amount of \$3,500.00 to properly fund Work Authorization #14 (approved CC 1/13/09 17. D. 2).

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 9-1203-431-00-123-0XX-0-733
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

From program 005 to program 049 in the amount of \$3,500.00. Available balance in ...005-0-733 is \$50,000.00 as of 1/12/09.

Attachments

Link: Pct 3 Alton Drain Ditch (1203)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	01/12/2009 01:25 PM	APRV
2	Erika Reyna	Erika Reyna	01/15/2009 11:29 AM	APRV
3	Auditor's Office	Linda Fong	01/15/2009 01:05 PM	APRV
4	Purchasing Department	Marty Salazar	01/15/2009 01:05 PM	APRV

Form Started By: Dale Kennan
Started On: 01/12/2009 08:47 AM

Final Approval Date: 01/15/2009

DATE: January 20, 2009

2009
Transfer



DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Department of Budget & Management for Pct. 3 - Alton Drain (1203)

ACCOUNT NUMBER: 9-1203-431-00-123-0XX-0-733

Contact: Dale Kennan Ph#: 292-7025 Ext. 5406

SUBJECT: **Interdepartmental transfer(s)** (increase/decrease) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer(s) (increase/decrease) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
9-1203-431-00-123-005-0-733	PCT.3 P/U RD-DRAINAGE DITCHES & STRUCTUR	(3,500.00)
9-1203-431-00-123-049-0-733	PCT.3 P/U RD-ALTON DRAIN DITCH (N. OF 5 MILE & W. OF 107)	\$3,500.00
TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON:
Transfer from PCT.3 P/U RD-DRAINAGE DITCHES & STRUCTUR to PCT.3 P/U RD-ALTON DRAIN DITCH (N. OF 5 MILE & W. OF 107) to fund Work Authorization 14 (approved CC 1/13/09 AI-13238) from the proper program code for engineering services for the drain ditch project.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-13499

20.A.8.

Interdept transfer from Co. Wide Contingency to Various Depts for 2008 negatives

CC REGULAR

Date: 01/20/2009

Submitted By: Ivan Cantu, BUDGET & MANAGEMENT

Submitted For: Dina Trevino

Department: BUDGET & MANAGEMENT

Agenda Category: Budget and Management

Purchasing only: Interdepartmental Transfers

Information

CAPTION

Approval of 2008 interdepartmental transfer from Countywide Administration - Contingency to Various Departments (1100) in the amount of \$215,079.28 to fund salaries and fringes expenditures to close out calendar year 2008.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008

ACCT. #: 8-1100-41X-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 --> 8-1100-41X-00-00X-0-XXX (various depts) in the amount of \$215,079,.28 to fund negative balances in salaries and fringes to close out calendar year 2008.

Funding is pending approval of AI 13497 for \$300,000.00. Payroll accruals have been posted in the SAGE acct system as of 1-16-09.

Attachments

Link: Negative balances G/F Salaries transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	01/16/2009 03:19 PM	APRV
2	Budget & Management	Dina Trevino	01/16/2009 03:40 PM	APRV
3	Dale Kennan	Dale Kennan	01/16/2009 05:04 PM	APRV
4	Auditor's Office		01/16/2009 05:39 PM	NEW

Form Started By: Ivan Cantu
Started On: 01/16/2009 02:53 PM

Final Approval Date: 01/16/2009



Date: January 13, 2009

Department Head: Raul Silguero

Department Name: Department of Budget and Management for Various Depts.

Account: 8-1100-41X-00-XXX-00X-0-XXX

**2008
Transfer**

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

Honorable Commissioner's 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	(\$215,079.28)
TO			
	8-1100-412-00-007-001-0-113	370TH DC-PERM F/T EMPLOYEES	\$1,655.42
	8-1100-412-00-007-001-0-116	370TH DC-INTERPRETER PAY	\$46.18
	8-1100-412-00-007-001-0-250	370TH DC-UNEMPLOYMENT COMP	\$9.76
	8-1100-412-00-007-001-0-211	370TH DC-HEALTH INSURANCE	\$555.20
	8-1100-412-00-007-001-0-230	370TH DC-RETIREMENT	\$164.83
	8-1100-412-00-021-001-0-113	CCL#1-PERM F/T EMPLOYEES	\$1,426.50
	8-1100-412-00-021-001-0-211	CCL#1-HEALTH INSURANCE	\$555.20
	8-1100-412-00-021-001-0-230	CCL#1-RETIREMENT	\$183.46
	8-1100-412-00-021-001-0-250	CCL#1-UNEMPLOYMENT COMP	\$9.06
	8-1100-412-00-032-001-0-113	MASTER CRT II-PERM F/T EMPLOYEES	\$939.60
	8-1100-412-00-032-001-0-116	MASTER CRT II-INTERPRETER PAY	\$22.95
	8-1100-412-00-032-001-0-211	MASTER CRT II-HEALTH INSURANCE	\$277.60
	8-1100-412-00-032-001-0-230	MASTER CRT II-RETIREMENT	\$90.97
	8-1100-412-00-032-001-0-250	MASTER CRT II-UNEMPLOYMENT COMP	\$5.05
	8-1100-412-00-061-001-0-113	JP PCT 1/PL 1-PERM F/T EMPLOYEES	\$1,215.22
	8-1100-412-00-061-001-0-211	JP PCT 1/PL 1-HEALTH INSURANCE	\$555.20
	8-1100-412-00-061-001-0-230	JP PCT 1/PL 1-RETIREMENT	\$114.36
	8-1100-412-00-061-001-0-250	JP PCT 1/PL 1-UNEMPLOYMENT COMP	\$6.48
	8-1100-412-00-062-001-0-113	JP PCT 1/PL 2-PERM F/T EMPLOYEES	\$1,319.77
	8-1100-412-00-062-001-0-211	JP PCT 1/PL 2-HEALTH INSURANCE	\$555.20
	8-1100-412-00-062-001-0-230	JP PCT 1/PL 2-RETIREMENT	\$124.82
	8-1100-412-00-062-001-0-250	JP PCT 1/PL 2-UNEMPLOYMENT COMP	\$6.36
	8-1100-412-00-063-001-0-113	JP PCT 2/PL 1-PERM F/T EMPLOYEES	\$1,319.89
	8-1100-412-00-063-001-0-211	JP PCT 2/PL 1-HEALTH INSURANCE	\$208.20
	8-1100-412-00-063-001-0-220	JP PCT 2/PL 1-FICA	\$98.43
	8-1100-412-00-063-001-0-230	JP PCT 2/PL 1-RETIREMENT	\$123.74
	8-1100-412-00-063-001-0-250	JP PCT 2/PL 1-UNEMPLOYMENT COMP	\$7.84
	8-1100-412-00-064-001-0-113	JP PCT 2/PL 2-PERM F/T EMPLOYEES	\$1,319.89
	8-1100-412-00-064-001-0-211	JP PCT 2/PL 2-HEALTH INSURANCE	\$555.20
	8-1100-412-00-064-001-0-220	JP PCT 2/PL 2-FICA	\$16.49
	8-1100-412-00-064-001-0-230	JP PCT 2/PL 2-RETIREMENT	\$124.83
	8-1100-412-00-064-001-0-250	JP PCT 2/PL 2-UNEMPLOYMENT COMP	\$6.36
	8-1100-412-00-065-001-0-113	JP PCT 3/PL 1-PERM F/T EMPLOYEES	\$1,510.13



Date: January 13, 2009

Department Head: Raul Silguero

Department Name: Department of Budget and Management for Various Depts.

Account: 8-1100-41X-00-XXX-00X-0-XXX

**2008
Transfer**

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

Honorable Commissioner's 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
	8-1100-412-00-065-001-0-230	JP PCT 3/PL 1-RETIREMENT	\$142.97
	8-1100-412-00-065-001-0-250	JP PCT 3/PL 1-UNEMPLOYMENT COMP	\$7.86
	8-1100-412-00-066-001-0-113	JP PCT 3/PL 2-PERM F/T EMPLOYEES	\$1,565.74
	8-1100-412-00-066-001-0-211	JP PCT 3/PL 2-HEALTH INSURANCE	\$694.00
	8-1100-412-00-066-001-0-230	JP PCT 3/PL 2-RETIREMENT	\$147.73
	8-1100-412-00-066-001-0-250	JP PCT 3/PL 2-UNEMPLOYMENT COMP	\$8.27
	8-1100-412-00-067-001-0-113	JP PCT 4/PL 1-PERM F/T EMPLOYEES	\$1,728.75
	8-1100-412-00-067-001-0-211	JP PCT 4/PL 1-HEALTH INSURANCE	\$832.80
	8-1100-412-00-067-001-0-230	JP PCT 4/PL 1-RETIREMENT	\$163.95
	8-1100-412-00-067-001-0-250	JP PCT 4/PL 1-UNEMPLOYMENT COMP	\$8.74
	8-1100-412-00-068-001-0-113	JP PCT 4/PL 2-PERM F/T EMPLOYEES	\$2,777.38
	8-1100-412-00-068-001-0-211	JP PCT 4/PL 2-HEALTH INSURANCE	\$69.40
	8-1100-412-00-068-001-0-230	JP PCT 4/PL 2-RETIREMENT	\$232.00
	8-1100-412-00-068-001-0-250	JP PCT 4/PL 2-UNEMPLOYMENT COMP	\$10.28
	8-1100-412-00-090-001-0-113	DIST CLERK-PERM F/T EMPLOYEES	\$13,337.13
	8-1100-412-00-090-001-0-230	DIST CLERK-RETIREMENT	\$676.40
	8-1100-412-30-085-003-0-113	PUBLIC DEFENDER-PERM F/T EMPLOYEES	\$1,367.56
	8-1100-412-30-085-003-0-115	PUBLIC DEFENDER-LONGEVITY PAY	\$0.50
	8-1100-412-30-085-003-0-230	PUBLIC DEFENDER-RETIREMENT	\$129.40
	8-1100-412-30-085-003-0-250	PUBLIC DEFENDER-UNEMPLOYMENT COMP	\$6.71
	8-1100-412-30-115-016-0-113	PUBLIC DEFENSE-PERM F/T EMPLOYEES	\$1,134.04
	8-1100-412-30-115-016-0-211	PUBLIC DEFENSE-HEALTH INSURANCE	\$416.40
	8-1100-412-30-115-016-0-230	PUBLIC DEFENSE-RETIREMENT	\$106.72
	8-1100-412-30-115-016-0-250	PUBLIC DEFENSE-UNEMPLOYMENT COMP	\$5.22
	8-1100-413-00-110-006-0-113	CO JUDGE-PERM F/T EMPLOYEES	\$8,452.89
	8-1100-413-30-115-017-0-112	CO COMM-SALARIES OF DEPT HEADS	\$381.20
	8-1100-413-30-115-017-0-113	CO COMM-PERM F/T EMPLOYEES	\$240.00
	8-1100-413-30-115-017-0-118	CO COMM-AUTO ALLOWANCE	\$61.16
	8-1100-413-30-115-017-0-230	CO COMM-RETIREMENT	\$71.09
	8-1100-413-30-115-017-0-250	CO COMM-UNEMPLOYMENT COMP	\$3.55
	8-1100-415-00-200-001-0-112	INFO TECH DEPT-SALARIES DEPT HEADS	\$570.83
	8-1100-415-00-200-001-0-113	INFO TECH DEPT-PERM F/T EMPLOYEES	\$7,388.67
	8-1100-415-00-200-001-0-211	INFO TECH DEPT-HEALTH INSURANCE	\$2,056.33
	8-1100-415-00-200-001-0-230	INFO TECH DEPT-RETIREMENT	\$543.38
	8-1100-415-00-200-001-0-250	INFO TECH DEPT-UNEMPLOYMENT COMP	\$28.72
	8-1100-415-14-115-001-0-113	DBM-BUDGET DIV-PERM F/T EMPLOYEES	\$8,832.07
	8-1100-415-14-115-001-0-211	DBM-BUDGET DIV-HEALTH INSURANCE	\$779.78
	8-1100-415-14-115-001-0-230	DBM-BUDGET DIV-RETIREMENT	\$788.99



Date: January 13, 2009

Department Head: Raul Silguero

Department Name: Department of Budget and Management for Various Depts.

Account: 8-1100-41X-00-XXX-00X-0-XXX

**2008
Transfer**

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

Honorable Commissioner's 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
	8-1100-415-14-115-001-0-250	DBM-BUDGET DIV-UNEMPLOYMENT COMP	\$43.48
	8-1100-415-15-140-001-0-113	TAX OFF-PERM F/T EMPLOYEES	\$39,026.86
	8-1100-415-15-140-001-0-119	TAX OFF-CLOTHING ALLOWANCE	\$7.64
	8-1100-415-15-140-001-0-230	TAX OFF-RETIREMENT	\$3,426.19
	8-1100-415-16-150-001-0-113	CO TREASURER-PERM F/T EMPLOYEES	\$4,256.29
	8-1100-415-16-150-001-0-115	CO TREASURER-LONGEVITY PAY	\$101.00
	8-1100-415-16-150-001-0-117	CO TREASURER-SUPPLEMENTAL PAY	\$19.13
	8-1100-415-16-150-001-0-230	CO TREASURER-RETIREMENT	\$535.46
	8-1100-415-16-150-001-0-250	CO TREASURER-UNEMPLOYMENT COMP	\$19.73
	8-1100-415-18-160-001-0-112	PURCHASING-SALARIES OF DEPT HEADS	\$657.97
	8-1100-415-18-160-001-0-113	PURCHASING-PERM F/T EMPLOYEES	\$7,714.53
	8-1100-415-18-160-001-0-118	PURCHASING-AUTO ALLOWANCE	\$61.48
	8-1100-415-18-160-001-0-211	PURCHASING-HEALTH INSURANCE	\$4,281.27
	8-1100-415-18-160-001-0-230	PURCHASING-RETIREMENT	\$804.06
	8-1100-415-50-190-002-0-112	HUMAN RESOURCES-SALARIES OF DEPT HEADS	\$578.22
	8-1100-415-50-190-002-0-113	HUMAN RESOURCES-PERM F/T EMPLOYEES	\$1,079.03
	8-1100-415-50-190-002-0-118	HUMAN RESOURCES-AUTO ALLOWANCE	\$34.68
	8-1100-415-50-190-002-0-230	HUMAN RESOURCES-RETIREMENT	\$171.60
	8-1100-415-50-190-002-0-250	HUMAN RESOURCES-UNEMPLOYMENT COMP	\$8.92
	8-1100-419-10-210-001-0-112	PLANNING DEPT-SALARIES OF DEPT HEADS	\$817.42
	8-1100-419-10-210-001-0-113	PLANNING DEPT-PERM F/T EMPLOYEES	\$6,675.88
	8-1100-419-10-210-001-0-115	PLANNING DEPT-LONGEVITY PAY	\$21.00
	8-1100-419-10-210-001-0-230	PLANNING DEPT-RETIREMENT	\$584.33
	8-1100-419-10-210-001-0-250	PLANNING DEPT-UNEMPLOYMENT COMP	\$27.92
	8-1100-419-40-115-069-0-113	CRTHSE PK LOT-PERM F/T EMPLOYEES	\$2,531.88
	8-1100-419-40-115-069-0-117	CRTHSE PK LOT-SUPPLEMENTAL PAY	\$9.13
	8-1100-419-40-115-069-0-211	CRTHSE PK LOT-HEALTH INSURANCE	\$694.00
	8-1100-419-40-115-069-0-230	CRTHSE PK LOT-RETIREMENT	\$238.24
	8-1100-419-40-115-069-0-250	CRTHSE PK LOT-UNEMPLOYMENT COMP	\$14.23
	8-1100-419-50-115-059-0-113	DBM-SAFETY DIV-PERM F/T EMPLOYEES	\$2,789.10
	8-1100-419-50-115-059-0-117	DBM-SAFETY DIV-SUPPLEMENTAL PAY	\$9.97
	8-1100-419-50-115-059-0-118	DBM-SAFETY DIV-AUTO ALLOWANCE	\$77.74
	8-1100-419-50-115-059-0-211	DBM-SAFETY DIV-HEALTH INSURANCE	\$491.75
	8-1100-419-50-115-059-0-230	DBM-SAFETY DIV-RETIREMENT	\$275.36
	8-1100-419-50-115-059-0-250	DBM-SAFETY DIV-UNEMPLOYMENT COMP	\$14.34
	8-1100-419-50-115-059-0-260	DBM-SAFETY DIV-WORKERS COMP	\$2.12
	8-1100-421-00-115-027-0-230	TX DPS-RETIREMENT	\$3.40
	8-1100-421-00-291-001-0-113	CONSTABLE PCT.1-PERM F/T EMPLOYEES	\$3,106.39



Date: January 13, 2009

Department Head: Raul Silguero

Department Name: Department of Budget and Management for Various Depts.

Account: 8-1100-41X-00-XXX-00X-0-XXX

**2008
Transfer**

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

Honorable Commissioner's 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
	8-1100-421-00-291-001-0-115	CONSTABLE PCT.1-LONGEVITY PAY	\$16.00
	8-1100-421-00-291-001-0-117	CONSTABLE PCT.1-SUPPLEMENTAL PAY	\$126.76
	8-1100-421-00-291-001-0-211	CONSTABLE PCT.1-HEALTH INSURANCE	\$900.00
	8-1100-421-00-291-001-0-230	CONSTABLE PCT.1-RETIREMENT	\$307.18
	8-1100-421-00-291-001-0-250	CONSTABLE PCT.1-UNEMPLOYMENT COMP	\$17.33
	8-1100-421-00-292-001-0-113	CONSTABLE PCT.2-PERM F/T EMPLOYEES	\$388.82
	8-1100-421-00-292-001-0-115	CONSTABLE PCT.2-LONGEVITY PAY	\$11.17
	8-1100-421-00-292-001-0-117	CONSTABLE PCT.2-SUPPLEMENTAL PAY	\$32.08
	8-1100-421-00-292-001-0-230	CONSTABLE PCT.2-RETIREMENT	\$419.41
	8-1100-421-00-292-001-0-250	CONSTABLE PCT.2-UNEMPLOYMENT COMP	\$17.80
	8-1100-421-00-293-001-0-113	CONSTABLE PCT.3-PERM F/T EMPLOYEES	\$5,330.86
	8-1100-421-00-293-001-0-115	CONSTABLE PCT.3-LONGEVITY PAY	\$20.00
	8-1100-421-00-293-001-0-220	CONSTABLE PCT.3-FICA	\$190.54
	8-1100-421-00-293-001-0-230	CONSTABLE PCT.3-RETIREMENT	\$727.53
	8-1100-421-00-293-001-0-250	CONSTABLE PCT.3-UNEMPLOYMENT COMP	\$45.23
	8-1100-421-00-294-001-0-113	CONSTABLE PCT.4-PERM F/T EMPLOYEES	\$1,322.23
	8-1100-421-00-294-001-0-230	CONSTABLE PCT.4-RETIREMENT	\$95.90
	8-1100-421-00-294-001-0-250	CONSTABLE PCT.4-UNEMPLOYMENT COMP	\$5.42
	8-1100-421-00-295-001-0-250	CONSTABLE PCT.5-UNEMPLOYMENT COMP	\$13.59
	8-1100-422-10-300-001-0-112	EMERG SRVS-FM-SALARIES OF DEPT HEADS	\$1,623.84
	8-1100-422-10-300-001-0-113	EMERG SRVS-FM-PERM F/T EMPLOYEES	\$2,341.67
	8-1100-422-10-300-001-0-211	EMERG SRVS-FM-HEALTH INSURANCE	\$188.92
	8-1100-422-10-300-001-0-230	EMERG SRVS-FM-RETIREMENT	\$358.13
	8-1100-422-10-300-001-0-250	EMERG SRVS-FM-UNEMPLOYMENT COMP	\$20.15
	8-1100-423-32-330-001-0-211	JUV DET HM-HEALTH INSURANCE	\$8,999.36
	8-1100-423-60-330-002-0-112	JUV PROB-SALARIES OF DEPT HEADS	\$632.43
	8-1100-423-60-330-002-0-113	JUV PROB-PERM F/T EMPLOYEES	\$11,618.79
	8-1100-423-60-330-002-0-115	JUV PROB-LONGEVITY PAY	\$323.69
	8-1100-423-60-330-002-0-118	JUV PROB-AUTO ALLOWANCE	\$41.48
	8-1100-432-00-123-001-0-113	SANITATION PCT.3-PERM F/T EMPLOYEES	\$6,935.85
	8-1100-432-00-123-001-0-117	SANITATION PCT.3-SUPPLEMENTAL PAY	\$0.70
	8-1100-432-00-123-001-0-230	SANITATION PCT.3-RETIREMENT	\$653.82
	8-1100-432-00-124-001-0-113	SANITATION PCT.4-PERM F/T EMPLOYEES	\$2,238.17
	8-1100-432-00-124-001-0-230	SANITATION PCT.4-RETIREMENT	\$219.35
	8-1100-432-00-124-001-0-250	SANITATION PCT.4-UNEMPLOYMENT COMP	\$10.55
	8-1100-444-00-240-001-0-113	HUMAN SERVICES-PERM F/T EMPLOYEES	\$9,358.05
	8-1100-444-00-240-001-0-115	HUMAN SERVICES-LONGEVITY PAY	\$82.50
	8-1100-444-00-240-001-0-118	HUMAN SERVICES-AUTO ALLOWANCE	\$27.65



Date: January 13, 2009

Department Head: Raul Silguero

Department Name: Department of Budget and Management for Various Depts.

Account: 8-1100-41X-00-XXX-00X-0-XXX

**2008
Transfer**

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

Honorable Commissioner's 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
8-1100-444-00-240-001-0-211	HUMAN SERVICES-HEALTH INSURANCE	\$4.43
8-1100-444-00-240-001-0-230	HUMAN SERVICES-RETIREMENT	\$943.99
8-1100-444-00-240-001-0-250	HUMAN SERVICES-UNEMPLOYMENT COMP	\$51.01
8-1100-444-00-370-001-0-112	VETERAN'S SRV-SALARIES OF DEPT HEADS	\$365.54
8-1100-444-00-370-001-0-113	VETERAN'S SRV-PERM F/T EMPLOYEES	\$1,117.52
8-1100-444-00-370-001-0-230	VETERAN'S SRV-RETIREMENT	\$138.14
8-1100-444-00-370-001-0-250	VETERAN'S SRV-UNEMPLOYMENT COMP	\$7.17
8-1100-461-00-380-001-0-112	TX AGRILIFE EXT-SALARIES OF DEPT HEADS	\$196.09
8-1100-461-00-380-001-0-113	TX AGRILIFE EXT-PERM F/T EMPLOYEES	\$2,557.99
8-1100-461-00-380-001-0-114	TX AGRILIFE EXT-PERM P/T EMPL	\$107.50
8-1100-461-00-380-001-0-118	TX AGRILIFE EXT-AUTO ALLOWANCE	\$156.07
8-1100-461-00-380-001-0-250	TX AGRILIFE EXT-UNEMPLOYMENT COMP	\$16.00
8-1100-463-00-121-002-0-113	PCT.1 CDBG-PERM F/T EMPLOYEES	\$488.86
8-1100-463-00-121-002-0-211	PCT.1 CDBG-HEALTH INSURANCE	\$138.80
8-1100-463-00-121-002-0-220	PCT.1 CDBG-FICA	\$37.82
8-1100-463-00-121-002-0-230	PCT.1 CDBG-RETIREMENT	\$46.38
8-1100-463-00-121-002-0-250	PCT.1 CDBG-UNEMPLOYMENT COMP	\$2.34
8-1100-466-00-122-018-0-113	PCT 2 CRC-PERM F/T EMPLOYEES	\$930.14
Total Budget Increase (Decrease)		\$0.00

Reason: To fund negative balances for various departments to close 2008 calendar year for general fund. Negative balances were obtained from SAGE Negative Report as of 01-12-09.

Department Head Signature

Date

Approved Commissioner's Court

Attest County Clerk

AI-13500

20.A.9.

Interdept transfer from Co. Wide Contingency to Fire Depts for 2008 fire call expenses

CC REGULAR

Date: 01/20/2009
Submitted By: Ivan Cantu, BUDGET & MANAGEMENT
Submitted For: Yolanda Orozco, Fire Marshal
Department: BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Purchasing only:** Interdepartmental Transfers

Information

CAPTION

Emergency Services - Fire Departments:
Approval of 2008 interdepartmental transfer from Countywide Administration - Contingency to various fire departments (1100) in the amount of \$81,891.50 to fund fire call(s) year end expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:
Funding pending approval of AI 13497.

Attachments

Link: [2008 Fire Depts interdept transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	01/16/2009 03:35 PM	APRV
2	Budget & Management	Dina Trevino	01/16/2009 03:41 PM	APRV
3	Erika Reyna	Erika Reyna	01/16/2009 04:11 PM	APRV
4	Auditor's Office		01/16/2009 05:39 PM	NEW

Form Started By: Ivan Cantu Started On: 01/16/2009 02:57 PM

Final Approval Date: 01/16/2009

DATE: January 16, 2009

DEPARTMENT HEAD: Raul Silguero, Jr.

2008
Transfer



DEPARTMENT NAME: Dept of Budget & Mgmt for
Emergency Svcs-Variou Fire Depts.

ACCOUNT NUMBER: 8-1100-4XX-XX-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	(81,891.50)
TO				
8-1100-422-20-300-002-0-	841	Emergency Svcs-Alamo FD	Aid to Govt Agency	5,550.00
8-1100-422-20-300-003-0-	841	Emergency Svcs-Alton FD	Aid to Govt Agency	12,795.00
8-1100-422-20-300-004-0-	841	Emergency Svcs-Donna FD	Aid to Govt Agency	4,630.00
8-1100-422-20-300-005-0-	841	Emergency Svcs-Edcouch FD	Aid to Govt Agency	1,150.00
8-1100-422-20-300-006-0-	841	Emergency Svcs-Edinburg FD	Aid to Govt Agency	16,770.00
8-1100-422-20-300-007-0-	841	Emergency Svcs-Elsa FD	Aid to Govt Agency	786.50
8-1100-422-20-300-009-0-	841	Emergency Svcs-La Joya FD	Aid to Govt Agency	12,885.00
8-1100-422-20-300-011-0-	841	Emergency Svcs-Linn-San Manuel FD	Aid to Govt Agency	4,805.00
8-1100-422-20-300-012-0-	841	Emergency Svcs-McAllen FD	Aid to Govt Agency	460.00
8-1100-422-20-300-013-0-	841	Emergency Svcs-Mercedes FD	Aid to Govt Agency	3,335.00
8-1100-422-20-300-014-0-	841	Emergency Svcs-Mission FD	Aid to Govt Agency	2,330.00
8-1100-422-20-300-015-0-	841	Emergency Svcs-Monte Alto FD	Aid to Govt Agency	2,100.00
8-1100-422-20-300-016-0-	841	Emergency Svcs-Palmview FD	Aid to Govt Agency	5,955.00
8-1100-422-20-300-017-0-	841	Emergency Svcs-Pharr FD	Aid to Govt Agency	115.00
8-1100-422-20-300-018-0-	841	Emergency Svcs-San Juan FD	Aid to Govt Agency	2,215.00
8-1100-422-20-300-019-0-	841	Emergency Svcs-Weslaco FD	Aid to Govt Agency	6,010.00
TOTAL BUDGET INCREASE (DECREASE)				0.00

REASON: To fund year end fire call expenditures for the year 2008.

SIGNATURE

COMMISSIONERS COURT

DATE

ATTEST, COUNTY CLERK

AI-13469

20.B.1.

Interfund transfer from 449th DC (1100) to Court Reporter (1239)

CC REGULAR

Date: 01/20/2009
Submitted By: Ivan Cantu, BUDGET & MANAGEMENT
Submitted For: Dina Trevino
Department: BUDGET & MANAGEMENT
Agenda Category: Budget and Management

Information

CAPTION

Court Reporter Fund:
Approval of 2008 interfund transfer from 449th District Court (1100) to Court Reporter (1239) in the amount of \$1,500.00 to fund year-end court costs and investigation expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1XXX-412-00-XXX-0XX-0-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

8-1100-412-00-011-001-0-630 --> 8-1239-412-00-115-043-0-831 \$1500.00 to cover year end court costs & investigaiton expenditures for the year 2008.

Attachments

Link: Interfund for Court Reporter Fund

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	01/15/2009 02:34 PM	APRV
2	Budget & Management	Veronica Lopez	01/15/2009 03:02 PM	APRV
3	Sylvia Solis	Sylvia Solis	01/15/2009 04:04 PM	APRV
4	Auditor's Office		01/16/2009 05:39 PM	NEW

Form Started By: Ivan Cantu

Started On: 01/15/2009 02:15 PM

Final Approval Date: 01/16/2009

DATE: January 15, 2009

DEPARTMENT HEAD: Valde Guerra

2008
Transfer



DEPARTMENT NAME: Department of Budget & Management for Court Reporter Fund

ACCOUNT NUMBER: 8-1XXX-XXX-0X-XXX-XXX-0-XXX

CONTACT PERSON: Ivan Cantu PHONE: 292-7025 ext. 5425

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

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM:		
8-1100-412-00-011-001-0- 630	449th DC-Food	(1,500.00)
8-1100-491-01-000-239-0- 891	Transfers Out- Court Reporter Service	1,500.00
TO:		
8-1239-391-01-000-100-0- 000	Transfers In-General Fund	1,500.00
8-1239-412-00-115-043-0- 831	Court Reporter-Court Costs & Investigation	1,500.00
	TOTAL BUDGET INCREASE (DECREASE)	1,500.00

REASON: To fund year end court costs and investigation expenditures for the year 2008

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

_____/_____/_____
DATE

ATTEST COUNTY CLERK

AI-13405

20.C.1.

**2009 Appropriation of funds for the Pct. 1 Drainage Improvement Project
CC REGULAR**

Date: 01/20/2009
Submitted By: Ivan Cantu, BUDGET & MANAGEMENT
Submitted For: Noe Montez, Pct. 1
Department: BUDGET & MANAGEMENT
Agenda Category: Budget and Management

Information

CAPTION

Approval of 2009 appropriation of funds for the Pct. 1 Drainage Improvement Project (1201, program no. 052) in the amount of \$241,000.09 to fund pending project expenditure(s).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1201-431-00-121-052-0-733
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

2009 Appropriation of funds for the Pct. 1 Drainage Improvement project for \$241,000.09 due to a 2009 executed contract with Closner Construction previously approved by CC on 12-2-08, AI #12508, pending generation of requisition by Pct. 1 and approval of 2009 PO by Purchasing Dept.

Monies will close to fund balance once period 13 closes. Monies are currently in acct no. #8-1201-431-00-121-052-0-733 as of 1-13-09.

Attachments

Link: Copy of 13405 NEW BA Form

Form Routing/Status

Route	Seq	Inbox	Approved By	Date	Status
1		Ivan Cantu (Originator)	Ivan Cantu	01/14/2009 10:30 AM	APRV
2		Budget & Management	Veronica Lopez	01/14/2009 11:02 AM	APRV
3		Dale Kennan	Dale Kennan	01/14/2009 11:27 AM	APRV
4		Auditor's Office	Linda Fong	01/15/2009 02:12 PM	APRV
5		Purchasing Department	Marty Salazar	01/15/2009 03:38 PM	APRV

Form Started By: Ivan Cantu Started On: 01/14/2009 09:42 AM

Final Approval Date: 01/15/2009

DATE: January 14, 2009

2009

Transfer



DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: DBM for Pct. 1 Drainage Improvement Project

ACCOUNT NUMBER: 9-1201-431-00-121-052-0-742

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
9-1201-431-00-121-052-0-733	Pct. 1 Drain Imprv Prj-	Drainage Ditches & Structures	241,000.09
TOTAL BUDGET INCREASE (DECREASE)			241,000.09

REASON: Appropriation of funds for executed 2009 contract with Closner Construction as approved by CC on 12-2-08 AI-12508, pending generation of requisition by Pct. 1 and approval of PO by Purchasing as of 1-14-09, as per Noe Montez.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

_____/_____/_____
DATE

ATTEST COUNTY CLERK

**Authority to Purchase through CO-OP's
CC REGULAR**

Date: 01/20/2009

Submitted By: Matilde Faz, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department

Purchasing only: Hidalgo County

Information

CAPTION

A. Presentation for discussion, consideration, and approval to utilize the following cooperative purchasing vendors, for purchases on an "AS NEEDED BASIS" through our membership/participation with the Texas Association of School Boards Cooperative "Buy Board" awarded pricing including, but not limited to, Precincts, Departments, Program, Agencies, etc.:

Vendor	Contract Description	Contract #
Godwin Pumps of America, Inc.	Water & Wastewater Pumps & Motor Proposal	267-07
Henry Schein, Inc.	First Aid Supplies & Equipment	294-08
Waukesha-Pearce Industries, Inc.	Construction Equipment, Etc.	268-07

B. Presentation for discussion, consideration and approval to utilize the following cooperative purchasing vendor, for purchases on an "AS NEEDED BASIS" through our membership/participation with Texas Procurement and Support Services (TPASS) awarded pricing including, but not limited to, Precincts, Department, Programs, Agencies, etc.:

Vendor	Contract Description	Contract #
Simplexgrinnell, LP	Total Solutions for Law Efmt, Security Facilities Mgmt, Fire, Rescure	5-84070

with term of authority to purchase from contracts detailed herein commencing upon approval and expiring December 31, 2009.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009

ACCT. #: Various

FUNDS AVAILABLE Y/N?: Yes

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Services for this agenda item are for countywide and on an **AS NEEDED BASIS**.

Attachments

Link: [COOPs Authority to Purchase](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/14/2009 04:15 PM	APRV
2	Budget & Management	Veronica Lopez	01/14/2009 04:30 PM	APRV
3	Sylvia Solis	Sylvia Solis	01/16/2009 01:32 PM	APRV
4	Auditor's Office		01/16/2009 05:39 PM	NEW

Form Started By: Matilde Faz

Started On: 01/10/2009 08:53 AM

Final Approval Date: 01/16/2009

Regular
#13306
1/20/09

Vendor Contract Information

Proposal Documents

[Back](#)**Vendor:** Godwin Pumps of America, Inc.**Address:** One Floodgate Road
Bridgeport, NJ 08014**Phone:** (856) 467-3636**Contact:** Joseph Abbott**Email:** sales@godwinpumps.com**Website:** www.godwinpumps.com**Federal ID:** 22-2138498**Accepts RFQs:** Yes**Contract:** Water & Wastewater Pumps & Motors Proposal #267-07**Effective Date:** 5/1/2007**Expiration Date:** 6/30/2010**Payment Terms:** Net 30 Days**Delivery Days:** 10**Shipping Terms:** Free Shipping**Freight Terms:** FOB Destination**Ship Via:** Company Truck**Quote Reference Number:**

267-07

Regions Served: All Texas Regions**States Served:** All States**Return Policy:** 100% refund up to 30 days. 15% restocking charge after 30 days.[\[Log Out \]](#)©1996 - 2009 TASB
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Vendor: Henry Schein, Inc.

Address: 135 Duryea Road
Mellville, NY 11747

Phone: (800) 851-0400

Contact: Joanne Viggiano

Email: joanne.viggiano@henryschein.com

Website: www.henryschein.com

Federal ID: 113136595

Accepts RFQs: Yes

Contract: First Aid Supplies and Equipment #294-08

Effective Date: 6/1/2008

Expiration Date: 5/31/2011

Payment Terms: Net 30 days

Delivery Days: 5

Shipping Terms: Free Shipping

Freight Terms: FOB Destination

Ship Via: Common Carrier

Quote Reference Number: #23461/SM115

Regions Served: All Texas Regions

States Served: All States

Vendor Exceptions: None

Return Policy: Call customer service at 800-851-0400 ext 7542 for return authorization.

[\[Log Out \]](#)

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Vendor Contract Information

Proposal Documents

[Back](#)**Vendor:** Waukesha-Pearce Industries, Inc.**Address:** 12320 S. Main Street
Houston, TX 77035**Phone:** (713) 551-0508**Contact:** Laurie Whetzel**Email:** whetzl@wpi.com**Website:** www.wpi.com**Federal ID:** 74-0841790**Accepts RFQs:** Yes**Contract:** Construction Equipment, Etc. #268-07**Effective Date:** 10/1/2007**Expiration Date:** 9/30/2010**Payment Terms:** Upon receipt of invoice**Delivery Days:** 150**Shipping Terms:** Free Shipping**Freight Terms:** FOB Destination**Ship Via:** Common Carrier**Quote Reference Number:**

268-07

Regions Served: All Texas Regions**States Served:** Oklahoma, Texas**Vendor Exceptions:** None**Return Policy:** No returns[\[Log Out \]](#)©1996 - 2009 TASB
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Requisition

Req # 00146774

PO #

Date: 01/12/09

Bill To: x
x

Vendor : 41289
WAUKESHA-PEARCE INDUSTRIES, INC.
P. O. BOX 35068
12320 S. MAIN
HOUSTON TX 77235-5068

Ship To: BUILDINGS & GROUNDS
100 E. CANO, 2ND FL
EDINBURG TX 78539

Contact: ALMA
956-289-7851

Contract No:

Special Instructions:
REQ 53

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1.00	EACH	BUYBOARD DO NOT DUPLICATE ORDER Service call for Full Service on New Adm.Bldg Generator Account No _____ 9-1100-419-40-220-001-0-431 REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233	400.00 400.00 Freight .00 Total 400.00	400.00

Authorized By: _____



Susan Combs Texas Comptroller of Public Accounts

Search TXMAS Contracts:

Rebates: Pursuant to Texas Government Code § 2155.510(b), rebates generated from TXMAS contract purchases made using federal funds must be reported to the federal funding agency for reporting and reconciliation purchases. Each quarter of the State's fiscal year, TXMAS contractors rebate .75% of their TXMAS sales to the State of Texas via the Texas Comptroller of Public Accounts (CPA). It is the purchasing entity's responsibility to report the amount of rebate using the above percent based on the total dollar value of the TXMAS purchase order.

Example: A purchasing entity receives and uses federal funds of \$50,000 to purchase items/services on a TXMAS contract. The purchasing entity must report to the federal fund-provider that a sales rebate of \$375 ($\$50,000 * .75\% = \375) will be paid to the State of Texas by the TXMAS contractor.



SIMPLEXGRINNELL, LP
Contract TXMAS-5-84070

On-Line Catalog/Order Processing

**TOTAL SOLUTIONS FOR LAW ENFORCEMENT, SECURITY FACILITIES
MANAGEMENT, FIRE, RESCUE, CLOTHING, MARINE**

Corporate Office:
SIMPLEXGRINNELL, LP
100 SIMPLEX WAY
WESTMINSTER MA 01441
USA

Delivery: 30 DAYS ARO

FOB Point: DESTINATION

Terms: NET 30 DAYS

Send PO to:
SIMPLEXGRINNELL, LP
ATTN: SHERRY KINNIBRUGH
1608 ROYSTON LANE, BLDG. 1
ROUND ROCK TX 78664
USA
Vendor ID: 15826088617

Remit To: SIMPLEXGRINNELL, LP
DETP CH 10320
PALATINE IL 60055-0320

USA

Vendor ID:

Vendor ID: 15826088617

Invoice From:
SIMPLEXGRINNELL, LP
1608 ROYSTON LANE, BLDG. 1
ROUND ROCK TX 78665
USA
Vendor ID:

Business Type: Large

DUNS #: 094738007

Effective: 12/6/2004

Expires: 6/30/2012

CONTACT: ANNETTE THOMPSON
Phone 512-634-1800
ATHOMPSON@tycoint.com

Note: Click on the column headings below to change the sort order. To search for a particular company, simultaneously press the "CTRL" and "F" keys, then type the word you are looking for and hit "Enter".

Authorized Dealers

Dealer Name	City	State	Contract Number	Hub	Contact Info
SIMPLEX GRINNELL, LP	PALATINE	IL	TXMAS-5-84070-1	No	ANNETTE THOMPSON 512-634-1806 ATHOMPSON@TYCOINT.COM
SIMPLEX GRINNELL, LP	PALATINE	IL	TXMAS-5-84070-2	No	ANNETTE THOMPSON 512-634-1806 ATHOMPSON@TYCOINT.COM
SIMPLEX GRINNELL, LP	PALATINE	IL	TXMAS-5-84070-3	No	ANNETTE THOMPSON 512-634-1806 ATHOMPSON@TYCOINT.COM
SIMPLEX GRINNELL, LP	PALATINE	IL	TXMAS-5-84070-4	No	ANNETTE THOMPSON 512-634-1806 ATHOMPSON@TYCOINT.COM
SIMPLEX GRINNELL, LP	PALATINE	IL	TXMAS-5-84070-5	No	ANNETTE THOMPSON 512-634-1806 ATHOMPSON@TYCOINT.COM
SIMPLEX GRINNELL, LP	PALATINE	IL	TXMAS-5-84070-6	No	ANNETTE THOMPSON 512-634-1806 ATHOMPSON@TYCOINT.COM

Effective Date: This Texas Multiple Award Schedule (TXMAS) contract is effective beginning 12/6/2004 through 6/30/2012 and is automatically renewed on the date that the General Services Administration (GSA) exercises the renewal option. All State of Texas terms and conditions will continue and apply to all renewal periods by mutual agreement. The contractor has certified that the prices reflected in the contractor's catalog are the same as the prices contained in the most current modification to GSA Contract No. GS-07F-0396M.

Placement of Orders: Purchasing entities must use both the instructions on the contractor's web page and the terms and conditions in the federal supply schedule to place orders. Purchasing entities may use either a departmental purchase order or the contractor's on-line ordering system to place orders. Purchasing entities may opt out of using the contractor's on-line ordering system if it is incompatible with the entity's purchasing procedures. The contractor is not required to accept orders below the minimum listed below. Orders between the minimum and maximum listed below are subject to GSA preferred customer pricing. For orders above the maximum, purchasing entities are entitled to negotiate for lower prices than those listed on the on-line federal supply schedule price list.

Order Limitation:

Minimum Order: \$100.00 FOR ALL SINS

Maximum Order: \$100,000.00 TO \$200,000.00 DEPENDING ON SIN

Approved Products/Services: Only products or services listed in the CPA approved GSA contract may be purchased from this TXMAS contract, with one exception. Incidental, off-schedule items may be purchased as "best value, open market" items provided that they are necessary for product integration or product completeness. The purchasing entity is responsible for ensuring that the quoted price for such incidental items is fair and reasonable. These incidental items may be added to the TXMAS purchase order if they are clearly labeled as "open market (OM), best value" items.

State Contracts: All Texas Council for Purchasing from People with Disabilities contracts and Texas Correctional Industries (TCI) term contracts take precedence over this TXMAS contract. If similar products or services are listed on this TXMAS contract and a CPA term contract, a determination should be made that will result in a best value purchase.

Payment Due Date: Payment will be due on the thirtieth (30) calendar day after the later of: (a) the date the State actually receives a proper invoice at the office designated in the applicable purchase order to receive it; or (b) the date the State accepts the products or services. The post mark date on the envelope for the State warrant (State's equivalent to a check) or banking information showing when a direct deposit transaction was received will be considered the date payment is made. Interest starts accruing on the first day that payment is late. The rate of interest for late payments is set at one percent per month.

Special Note: The State of Texas, including but not limited to its Agencies, cooperative purchasing members and any local governmental entity authorized by law to use the Texas Multiple Award Schedule method for purchasing is not obligated to procure any products or services from this TXMAS contract. This schedule contract shall not be construed to prevent the State from purchasing products or services using other procurement methods as authorized by law.

Keywords: Fire Alarm Suppression Security SimplexGrinnell Simplex Grinnell Simplex Time Recorder strobe horn strobe chime bell smoke detector heat detector beam detector duct smoke detector pull station knox box stopper stopper II iam supervised IDNET iam relay IDNET ZAM Class B monitor fiber transfer Class A Class B Style 6 Style 4 Style Y Style Z Security monitor heat sensor smoke sensor electronics analog duct sensor housing 4-wire 2-wire multi-sensor sampling tube 2 bay door remote test station remote indicator speaker 25V 70 VRMS true alert MAPNET II addressable module MAPNET isolator module remote power supply tamper switch waterflow 4100U 4100 plus 4100+ Classic 4010 4005 4006 4008 4004 100 watt amplifier flex 50 amplifier flex 35 amplifier microphone enclosure fireman phone hat elevator recall shunt trip high-rise evacuation single channel audio control standard message set custom labeled walktest 24 graphic I/O Style 7 remote unit interface green LED yellow LED local mode transponder basic transponder terminal block utility module power distribution 120VAC cross zoning stagger start verification analog monitor ZAM nurse call network programming selective door control door holder ceiling mount wall selective smoke control smoke damper message expansion board NACs notification appliance dual channel 3 bay glass door enclosure remote annunciator mounted printer rack push pull master controller pluggable LED module IDNET module power limited option service port VESDA interface kit distribution termination module smoke management application guide RS 232 interface card TrueAlert 12V 24V miniplex vandalproof pull station double action pull station single action fiber receiver meter module trouble supervisory s/v a/v v/o 15 cd candela 110 75 multicandela high current sync module non-addressable hard wired zoned backflow CVPC female adapter male adapter sprinklerhead sprinkler on off pipe trenching bushing reducer cross coupling side-mount fastener no-black hangers one-step cement bolt 90 degree 45 degree GLV BK HEX galvanized screw wood Sammy sidewinder steel dielectric union caddy clips hole saw

paint 300 pounds wafer butterfly bfly white ring outlet snap let clevis beam brace sway black bk release kwik extender support plastic split heavy gauge tolco thread no-thread attach insert rod dip gallon junction korns pack oil cutting anti-freeze sealant Teflon tape al-box gear doringer landis u-hook hook rod eye riser drain purple monitored Fire Marshall NPFA 101 NPFA 13 NPFA 25 NPFA 72 NPFA 13d sock issue response pendant upright Keltron frame Inergen M-Tek O2/CO2 O2 CO2 scanner rosette MEA liquid KITCHEN KNIGHT II systems rivet collar security industry association cabinet retainer AWG 14 AWG 18 AWG 16 NT 3400 iSecure 2120 systems QVAX APOU legacy IDC desktop monitor flatscreen mouse CRT GCC UMS NEMA 1 BACnet protocol ASHRAE physical training literature updates NICET certification LifeAlarm Simplex 4009 NOVEC carbon dioxide pumps turnkey installation Technology Siemens Pyrotronics FireFinder AutoCall TFX Gamewell StarCall Wheelock DX-100 VRT VLS VPS VHX VSW E700 VP VSP DV DX paging intercom Public single signatures graphics TIFF TGA PCX BMP PICT JPEG EPS RAS PVC exit switches flash door control elevator control inputs outputs tamper switch backup beige cabinet transient protection LAN WAN NIC UL map readers push bar door holder rack-mount LED pluggable coils mag lock detector motion prox call-up surveillance PTZ ptz fixed parapet pendant smartcard Pelco Intellium Intellex Intelli-M Sony DSC Sensormatic Kouba Dynalock Indala HID Securitron Sentrol IPIX Intergral Andover Continuum NT 3400 Cassi Rusco DSX Siemens Amag fire, sprinkler, security, cctv, access control, suppression, extinguishers, disaster relief (is this correct), fire alarm, nursecall, monitoring, Public Address system, mass notification, special hazards, emergency light inspection

Contact Us

If you have any suggestions on how to improve TXMAS or this web site, please send an email to txmas@cpa.state.tx.us or call 512-463-8839 or 512-463-3421.

[Texas Online](#) | [Statewide Search from the Texas State Library](#) | [State Link Policy](#) | [Texas Homeland Security](#)

Susan Combs, Texas Comptroller • [Window on State Government](#) • [Contact Us](#)
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AI-13362

21.A.5.

**HCFire Marshal's-Spectrum Lease in connection to lease of Tower Space
w/Tri County Communications
CC REGULAR**

Date: 01/20/2009

Submitted By: Letty Saenz, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

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

Information

CAPTION

Fire Marshal:

A. Presentation for discussion, acceptance and approval of a "Spectrum Lease" for the purposes of "VHF Frequency Paging Channels" with Tri County Communications, Ltd and in connection to the lease of Tower Space agreement previously (approved by CC on 07/03/07), (Contract No. C-07-340-07-03-Tri-County Communication, Ltd) for the Hidalgo County Fire Marshal's Office;

B. Presentation of outstanding invoices due to Tri County Communications, Ltd in connection with the VHF Frequency Paging Channels totaling \$420.00 with authority for County Treasurer to issue payment after Auditor completes processing procedures.

BACKGROUND

Spectrum Lease

Fiscal Impact

FISCAL YEAR: 2009

ACCT. #: 9-1100-422-10-300-001-0-536

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

9-1100-422-10-300-001-0-536 available funds \$15,000.00

Additional Funding

9-1100-422-10-300-001-0-442 available funds \$10,634.00

9-1100-422-10-300-001-0-432 available funds \$ 1,102.16

FISCAL YEAR: 2008

ACCT. #: 8-1100-422-10-300-001-0-536

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

avail. balance - \$900.00 as of 1/16/09 for outstanding invoices.

Attachments

Link: [Spectrum Lease](#)

Link: [Lease of Tower Space-Tri County Comm](#)

Link: [Invoice](#)

Link: [po](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/15/2009 11:39 AM	APRV
2	Budget & Management	Veronica Lopez	01/15/2009 11:50 AM	APRV
3	Rey Salazar	Rey Salazar	01/16/2009 02:44 PM	APRV
4	Auditor's Office		01/16/2009 05:39 PM	NEW

Form Started By: Letty Saenz

Started On: 01/13/2009 10:55 AM

Final Approval Date: 01/16/2009

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SPECTRUM LEASE

THIS SPECTRUM LEASE ("Lease") is made as of the ____ day of _____, 2009, by and between **Tri County Communications, Ltd.**, a Texas limited liability company ("Licensee") and **The County of Hidalgo Fire Marshal's Office**, ("Lessee") (Licensee and Lessee each individually a "Party" and collectively "Parties").

WITNESSETH:

WHEREAS, Licensee is authorized by the Federal Communications Commission ("FCC") to utilize certain VHF Paging channels in the FO Block ("Spectrum") in Basic Economic Area No. 133 on an exclusive basis pursuant to a license, call sign WPZL779 ("License"), issued by the FCC; and

WHEREAS, Licensee and Lessee wish to enter into a spectrum manager leasing arrangement pursuant to FCC Rule Sections 1.9001 et seq. Whereby Lessee will enjoy exclusive use of the Spectrum in accordance with the FCC Rules and the terms and conditions herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, the Parties agree as follows:

1. **Spectrum Lease.** Licensee will make the Spectrum available for exclusive use by Lessee for the transmission of voice and/or data communications on the channel(s) and at the transmitter location specified on Schedule "A" ("Spectrum"). During the term of this Lease, Licensee will not permit any other entity access to or use of the Spectrum or the License that would adversely impact use of the Spectrum by Lessee. In the event of interference to Lessee's exclusive use of the Spectrum by an unauthorized entity, Licensee will take all appropriate actions to attempt to identify and eliminate such unauthorized operation, including notifying and cooperating with the FCC in its investigation of same, but it is expressly understood that the FCC has sole authority to correct or eliminate interference to authorized users of the radio spectrum.

2. **Term/Right of First Refusal.** This Lease will become effective upon execution by both Parties and, unless terminated in accordance with Section 7 below, will have an initial term of Two (2) years ("Initial Term"). After the Initial Term, either Party may advise the other of a desire to renew the Lease by written notice to the other Party given at least sixty (60) days prior to the expiration of the Initial Term. Upon receipt of such notice, the Parties will enter into good faith negotiations in respect to the terms of a renewal, including the lease payment terms, and conditioned upon appropriate notification of the renewal to the FCC. In the event Lessee has notified Licensee of a desire to renew the Lease, for six (6) months after expiration of the Initial Term Lessee will have a right of first refusal to lease the Spectrum or purchase the License in the event Licensee receives a *bona fide* offer from a third party to lease the Spectrum or purchase the License ("Offer"). Lessee's right to lease the Spectrum or purchase the License would be on the same terms and with the same conditions as the Offer.

3. Licensee Facilities Responsibilities. Licensee will be responsible for: (i) monitoring, inspecting and overseeing the Lessee's use of the Spectrum to ensure conformance with technical and use rules applicable to the License, (ii) installing the facilities required to permit Lessee use of the Spectrum as specified on Schedule B ("Facilities"), and (iii) maintaining and repairing the Facilities, all in accordance with generally accepted industry engineering standards and in material compliance with applicable FCC Rules and Regulations. All maintenance and repair work performed by Licensee in respect to the Facilities, as well as any additional radios or other equipment acquired from Licensee in connection with Lessee's use of the Spectrum, will be performed or provided at then-applicable market rates and terms.

4. Lessee Responsibilities. Lessee will be responsible for: (i) installing all equipment as may be necessary for the construction and operation of the Facilities, (ii) constructing and maintaining the Facilities in accordance with FCC Rules and Regulations; and (iii) utilizing the Spectrum and operating the Facilities in compliance with FCC Rules and Regulations governing the License and the Spectrum. Lessee specifically acknowledges and accepts that it becomes subject to FCC oversight and enforcement by virtue of entering into the Lease and agrees to cooperate fully with Licensee and the FCC on all matters relating to the License and the Spectrum.

5. Monthly Lease Fee. In consideration of Licensee's lease of the Spectrum to Lessee, Lessee will pay Licensee a lease fee of **Thirty Five and no/100 Dollars (\$35.00) per month** during the Initial Term ("Monthly Lease Fee"). The Monthly Lease Fee will be paid in advance on the first business day of the month.

6. Lease Rights. Lessee acknowledges and understands that its rights under this Lease are expressly limited to use of the Spectrum in accordance with the License and pursuant to Licensee's *de jure* and *de facto* control of the License and the Spectrum, and in accordance with the terms and conditions herein. The Lease does not vest in Lessee any ownership or other interest in the License or the Spectrum, and does not permit Lessee use of the Spectrum beyond that expressly provided pursuant to this Lease. Upon termination of the Lease, Lessee will cooperate with Licensee at the earliest possible date in taking such actions, including removing and/or deactivating the Facilities, to preclude continued use of or access to the Spectrum by Lessee.

7. Termination. This Lease may be terminated: (i) by mutual consent of the Parties provided in writing; (ii) by either Party upon material breach by the other Party following a thirty (30) day period for cure by the breaching Party following written notice of the breach; (iii) by Licensee if the FCC terminates, cancels or otherwise materially adversely affects the License or if the FCC materially modifies its spectrum leasing provisions, such that the intent of this Lease cannot be preserved; or (iv) automatically, if the License expires or is revoked, cancelled or otherwise terminated by the FCC. In the event the Lease is terminated pursuant to subsection (iv) prior to the end of the Initial Term as specified in Section 2 above, and the Licensee renews the License, the Lease will be extended automatically, upon renewal of the License and appropriate notification to the FCC, for a period equal to the balance of the Initial Term. The expiration or termination of the Lease will not affect any obligation that may have arisen prior to termination.

8. Governing Law. This Lease will be governed by and construed in accordance with the laws of the State of Texas without giving effect to conflict of laws provisions thereof and shall be performable in Hidalgo County, Texas.

9. Successors and Assigns. This Lease will be binding upon and will inure to the benefit of the Parties hereto and their respective successors and assigns. Neither Party may assign its rights or obligations hereunder, except that Licensee will have the right to assign its rights and obligations to any party to which it assigns the License.

10. Notices. All notices will be in writing and will be deemed to have been duly given if mailed, by certified mail, first class, postage prepaid, or delivered personally, or if sent by telecopier transmissions with transmissions confirmed by telephone and simultaneously followed by the original instructions by first class mail, postage prepaid:

If to Licensee:

Tri County Communications, Ltd.
Attn: Tony Brunnemann, General Manager
1421 East Pike Blvd.
Weslaco, TX 78596
Tel: (877) 550-8440
Fax: (956) 447-0622

If to Lessee:

County of Hidalgo Fire Marshal's Office
Attn: Fire Marshal
100 E. Cano, Suite #202
Edinburg, TX
Tel: (956) 318-2656
Fax: (956) 318-2697

11. Counterparts. This Lease may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Original signatures transmitted by facsimile will be effective to create such counterparts.
12. 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.

IN WITNESS WHEREOF, the parties hereto have executed this Spectrum Lease as of the date first above written.

LESSOR:
TRI COUNTY COMMUNICATIONS, LTD.

By: _____
Name: Tony Brunnemann
Title: General Manager

Date: _____

LESSEE:
COUNTY of HIDALGO

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

Date: _____

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

By:  _____

ATTEST:

By: _____
Name: Arturo Guajardo, Jr.
Title: County Clerk

SCHEDULE A

SPECTRUM/LICENSE

Federal Communications Commission
Wireless Telecommunications Bureau

Radio Station Authorization (Reference Copy Only)

This is not an official FCC license. It is a record of public information contained in the FCC's licensing database on the date that this reference copy was generated. In cases where FCC rules require the presentation, posting, or display of an FCC license, this document may not be used in place of an official FCC license.

Licensee: Tri-County Communications, Ltd.

ATTN: Tony Brunnerman
Tri-County Communications, Ltd.
1421 East Pike Boulevard
Weslaco, TX 78596

FCC Registration Number (FRN): 0001678226	
Call Sign: WPZL779	File Number:
Radio Service: CP - Part 22 VHF/UHF Paging (excluding 931MHz)	

Grant Date 02/09/2004	Effective Date 02/09/2004	Expiration Date 02/09/2014	Print Date 12/10/2006
---------------------------------	-------------------------------------	--------------------------------------	---------------------------------

Market Number: BEA133	Channel Block: FO	Sub-Market Designator: 0
Market Name: McAllen-Edinburg-Mission, TX		

1st Build-out Date 02/09/2007	2nd Build-out Date 02/09/2009	3rd Build-out Date	4th Build-out Date
---	---	---------------------------	---------------------------

Special Conditions or Waivers/Conditions The licensee may operate dispatch transmitters on its authorized mobile channels at various locations throughout its licensed market area as authorized herein in accordance with Section 22.577(a) of the Commission's Rules, except that the dispatch transmitters may be operated with output power up to but not exceeding 60 watts. Dispatch transmitters operating in accordance with these requirements may be installed without further notification to the Commission.

Conditions

Pursuant to Section 309(h) of the Communications Act of 1934, as amended, 47 U.S.C. Section 309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. Section 310(d). This license is subject in terms to the right of use or control conferred by Section 706 of the Communications Act of 1934, as amended. See 47 U.S.C. Section 606.

To view the geographic areas associated with the license, go to the Universal Licensing System (ULS) homepage at <http://wireless.fcc.gov/uls/> and select "License Search". Follow the instruction on how to search for license information

SCHEDULE B

DESCRIPTION OF FACILITIES

Communications Tower located at:

4505 Tres Hermanos,
Edinburg Texas

Co-ordinates: Nad 27

Latitude: 26-15-19 N

Longitude: 098-09-41 W

Tower owned by:

Rio Vision, Inc.

1421 E. Pike Blvd.

Weslaco, Texas 78596

Attn: Tony Brunnemann

THE STATE OF TEXAS *

COUNTY OF HIDALGO *

C-07-340-07-03

THIS AGREEMENT this day made and entered into by and between **Tri-County Communications, LTD**, a Texas Limited Liability Partnership, acting by and through its duly authorized officers, hereinafter called "**LESSOR**", and **County of Hidalgo Fire Marshall's Office**, hereinafter called "**LESSEE**";

WITNESSETH:

WHEREAS, LESSOR is the owner of a radio tower and building at a location described as being North Latitude 26° 15' 19", West Longitude 98° 09' 41", with physical address of 4505 Tres Hermanos, Edinburg, Texas, or hereafter called the Edinburg Tower; and

WHEREAS, LESSEE operates a private station, and is desirous of using an installed VHF Antenna and heliack cable at the 480' level on Lessor's said radio tower and building space for the use of its Motorola Repeater.

NOW, THEREFORE, LESSOR does by these presents, LEASE, LET AND DEMISE unto the LESSEE the right to use said radio tower and the installation and maintenance of Motorola Repeater and the right to use such building space at the base of said tower as may be reasonably necessary for the operation of equipment. No outside storage of any kind is permitted by this Agreement without prior written consent of LESSOR.

The parties agree here and covenant with each other as follows:

1. The initial term of this lease shall be **two and one half (2-1/2) years**, beginning July 1, 2007 and Lease shall terminate at midnight on the 31st of December, 2009.

The rent to be paid by LESSEE to LESSOR hereunder for such term is the sum of **Eighteen Thousand and no/100 Dollars (\$18,000.00)**. Said rent shall be payable in annual installments of **Seven Thousand Two Hundred and no/100 Dollars (\$7,200.00)** each payable in advance on or before the tenth day of the month. Rent shall be billed at month's ending and payment must be made by the tenth day of the current month. The first payment of \$3,600.00 will be due on or before July 10, 2007 and covers the period of July 1, 2007 through December 31, 2007. The second payment of \$7,200.00 will be due on or before January 10, 2008. The third and last payment of the initial term of \$7,200.00 will be due on or before January 10, 2009.

This lease shall automatically renew for four (4) terms of two (2) years each unless either party gives written notice, at least ninety (90) days prior to expiration of the term or any renewal term, to the other that it wishes to terminate this lease. In the event of renewal as provided here in, the rent for each renewal term shall be due in advance on or before the 10th day of the month of said term.

Any rent increase will occur at time of renewal of lease. Such increase will be 5% per year, commencing on the anniversary of the Commencement Date, and on each anniversary of the Commencement Date thereafter throughout the initial term of this Lease and any Renewal Term.

LESSOR shall furnish electric power required to operate the Lessee's equipment at said tower site, and such charge to be included in current rent. The LESSOR shall not be responsible for any power failure caused by the power company. The LESSOR shall not be responsible for the Lessee's equipment maintenance.

LESSEE shall pay the rent to LESSOR at 1421 E. Pike Blvd., Weslaco Texas 78596, annually in advance, as aforesaid, as the same shall fall due.

If the LESSEE shall fail to pay the rent or any installment thereof when due, the LESSOR may, by ten (10) days written notice to LESSEE, cancel and terminate this lease.

LESSEE shall have ten (10) days after LESSEE receives written notice to cure monetary defaults and thirty (30) days after LESSEE receives written notice to cure non-monetary defaults. In the event that it takes longer than thirty (30) days to comply with any term, provision or covenant of this lease other than a monetary term, and provided that LESSEE takes reasonable steps to cure such default, LESSOR shall provide LESSEE with additional time, as required to comply.

LESSEE shall have 24-hours-a-day, 7 days-a-week access to the premises at all times during the term of this Lease and any renewal term

2. If the leased premises shall be damaged by or as a result of fire, windstorm, or other casualty, the LESSOR shall make repairs to such leased premises (exclusive of antenna and property of LESSEE) with reasonable dispatch, due allowance to be made for any delay arising in connection with the adjustment of insurance loss or labor troubles. There shall be no abatement of rent, unless the damage is so extensive that the premises leased cannot be used while being repaired, in which event, rent or a proportionate part thereof shall abate until such time as said premises shall have been put in repair. In the event the leased property; either the tower or the building, is destroyed or so damaged that in the opinion of the LESSOR, it cannot be repaired within ninety (90) days after the loss, or if LESSOR shall decide to rebuild, or if the damage shall be caused under conditions not insured against by the LESSOR and the LESSOR shall decide not to repair the damage, then the LESSOR, at its option, may terminate this lease and the prepaid rent subsequent to the date of such damage shall be refunded to LESSEE and thereupon, the lease shall terminate.

3. This Lease shall run with the property, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

4. LESSEE agrees as a part of the consideration of this lease that he will forever hold harmless the LESSOR for any damage incurred to the property belonging to the LESSEE located upon the leased premises unless such damage caused by the LESSOR or LESSOR'S agents.

5. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by overnight carrier to the following address:

If to LESSOR, to:

**Tri-County Communications, LTD.
14221 E. Pike Blvd.
Weslaco, Texas 78596
Attn: Tony Brunnemann
Phone: (956) 447-8440**

If to LESSEE, to:

**County of Hidalgo Fire Marshall's Office
100 E. Cano, Suite #202
Edinburg, Texas 78539
Attn: Victor Fonseca, Fire Marshall
Phone: 956-318-2656**

6. No representations, agreement, or promise has been made by the LESSOR, or any agent of the LESSOR, except as stated herein or in a written communication to the LESSEE signed by the LESSOR, and this lease may not be changed, varied, or extended except by instrument in writing signed by both parties hereto. It supersedes any and all prior agreements and understandings between the parties hereto with respect to the leased property and premises and the terms of this agreement.

7. This agreement shall be governed by the laws of the State of Texas, without giving effect to conflicts of law principles thereof. All covenants, agreements, representations, warranties and indemnities shall be binding upon, and inure to the benefit of the Parties and their respective successors and assigns.

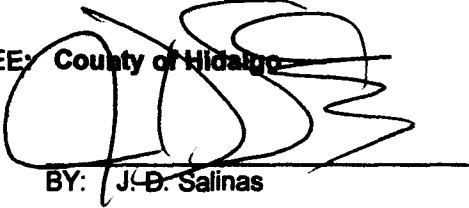
IN TESTIMONY WHEREOF, witness our hands this, the ____ day of June, 2007

LESSOR: Tri-County Communications, LTD.


By: Tony Brunnemann

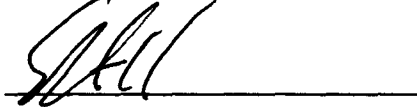
Title: General Manager

LESSEE: County of Hidalgo


BY: J.D. Salinas

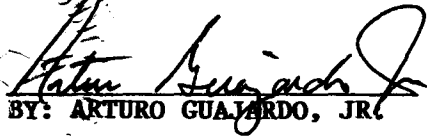
Title: County Judge

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



ATTEST:




BY: ARTURO GUAJARDO, JR.

Title: County Clerk

TRI-COUNTY COMMUNICATIONS, LTD

1421 East Pike Blvd
Weslaco, Texas 78596
877-550-8440 Fax 956-447-0622
www.tri-countycom.com

EQUIPMENT AND COST PROPOSAL PREPARED FOR

Company	County of Hidalgo Fire Marshal's Office	Date:	6/24/2007
Address:	316 S. Ohir 100 E. Cano, suite #202	TCC Rep	Tony Brunneemann
City/St/Zip	Mercedes, Edinburg, Tx 78540	Phone:	956-318-2656
Attn:	Victor Fonseca, Fire Marshal	Fax:	956-318-2697

Qty	Description	Unit Price	Total
6	Lease of VHF frequency pair at the rate of \$35.00 per month per frequency pair. Lease is payable annually and automatically renews unless notified 90 days before expiration.	\$ 35.00	\$ 210.00
			\$ -
			\$ -
			\$ -
6	Tower rent for antenna and heliax cable and building space for Fire marshall's repeater by the month	\$ 600.00	\$ 3,600.00
			\$ -
			\$ -
1	One time charge for hookup to antenna system	\$ 1,650.00	\$ 1,650.00
			\$ -
	The initial period for contracts runs from July 01,2007 through 31-Dec-07		\$ -
			\$ -
			\$ -
	RPTR TX 152.7100		\$ -
	RPTR RX 157.9700		\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
	Subtotal:		\$ 5,460.00
	Shipping Charges:		
	Total		\$ 5,460.00

Payment Options:	P.O. #
Accepted:	Date:

This proposal contains confidential information intended for a specific individual and purpose and is protected by law. If you are not the intended recipient, please contact sender immediately at 877-550-8440 and destroy all copies. You are hereby notified that any disclosure, copying, or distribution of this message is strictly prohibited.

MAIN OFFICE

1421 E. PIKE BLVD.
WESLACO, TX 78596

PHONE (956) 447-8440 / FAX (956) 447-0622

TRICOUNTY

HIDALGO COUNTY
COMMUNICATIONS J.D.

DEC 12 2008

BRANCH OFFICE

1419 E. SAN PEDRO
LAREDO, TX 78041

PHONE (956) 729-0002 / FAX (956) 729-0007

FIRE MARSHAL'S OFFICE

FIRE MARSHAL'S OFFICE

* STATEMENT *

DATE: 11/30/08

CUST #: 3025

HIDALGO COUNTY FIRE MARSHALL
ATTN: JUAN MARTINEZ
2814 S. BUSINESS HWY. 281
EDINBURG TX 78539-6243

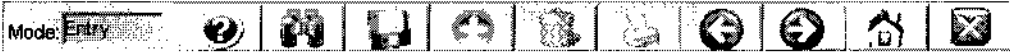
DOCUMENT	DATE	TYPE	REFERENCE	AMOUNT
136820	03/25/08	INVOICE	ORD:13682	105.00
136920	04/01/08	INVOICE	ORD:13692	315.00

PAST DUE

Please
Pay This Amount

Current	31 - 60	61 - 90	Over 90 Days	TOTAL DUE
.00	.00	.00	420.00	420.00

THANK YOU
WE APPRECIATE YOUR BUSINESS



PO Number **587896** Vendor No 214264
 PO Date 07-05-2007 Vendor Name TRI-COUNTY COMMUNICATIONS, LTD
 Requisition No 00110803 Address 1421 E. PIKE BLVD.
 Owner YOROZCO WESLACO, TX 78596
 PO Type

PO Total **5,460.00**
 Payment Total **5,460.00**

Detail | Header | Payment Info | Journals

Line No	Quantity		Description	Unit Price	Amount
	Ordered	Received			
1	6		Six (6) Months - Lease of VHF frequency pair at the rate of \$35.00 per	35.000	210.00
2	6		Six (6) Months - Tower Rent for Antenna and Cable - RPTR TX 152.711	600.000	3,600.00
3	1		One time charge for hookup to Antenna System.	1,650.000	1,650.00
				Total	5,460.00

Account Number	Description	Amount	Amount Liq
7-1100-422-10-300-001-0-536	FIREFIGHTING-TWO-WAY RADIO	210.00	210.00
7-1100-422-10-300-001-0-442	FIREFIGHTING-EQUIPMENT & VEHICLE RENTAL	3,600.00	3,600.00
7-1100-422-10-300-001-0-432	FIREFIGHTING-EQUIP R&M SERVICE	1,650.00	1,650.00

AI-13368

21.A.6.

Mats, Dust Mops & Shop Rags

CC REGULAR

Date: 01/20/2009

Submitted By: Yvette Islas, 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 sealed bids with approval of procurement packet (i.e. specifications and draft contract document) as attached hereto for Hidalgo County "Mats, Dust Mops, & Shop Rags" (Bid No 2009-022)

BACKGROUND

See attached draft specifications and draft contract.

Proposed schedule of events:

1st advertisement: January 24, 2009

2nd advertisement: January 31, 2009

Bid opening date: February 11, 2009

Fiscal Impact

FISCAL YEAR: 2009

ACCT. #: 9-1100-432-00-121-001-0-0-343

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Precinct No 1 Sanitation-Available Balance as of 1-15-09 \$3,824.00.

FISCAL YEAR: 2009

ACCT. #: 9-1202-431-00-122-005-0-343

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Pct. 2 Rd Adm-Available Balance as of 1-15-09 \$500.00.

FISCAL YEAR: 2009

ACCT. #: 9-1203-431-00-123-005-0-343

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Pct. 3 P/U Rd-Avialable Balance as of 1-15-09 \$21,900.00

FISCAL YEAR: 2009

ACCT. #: 9-1213-452-00-123-008-0-343

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Parks Pct. 3-Available Balance as of 1-15-09 \$1,980.00

FISCAL YEAR: 2009

ACCT. #: 9-1100-432-00-123-001-0-343

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Pct. 3 Sanitation-Available Balance as of 1-15-09 \$480.00.

FISCAL YEAR: 2009

ACCT. #: 9-1204-431-00-124-005-0-343

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Pct. 4 Rd Adm-Available Balance as of 1-15-09 \$500.00.

FISCAL YEAR: 2009

ACCT. #: 9-1100-419-40-220-001-0-343

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

B & G-Available Balance as of 1-15-09 \$10,000.00.

Attachments

Link: [exhibits a b 09-022](#)

Link: [contract 09-022](#)

Link: [dept appr 09-022](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/14/2009 04:35 PM	APRV
2	Budget & Management	Veronica Lopez	01/15/2009 07:44 AM	APRV
3	Ivan Cantu	Ivan Cantu	01/15/2009 01:11 PM	APRV
4	Auditor's Office	Linda Fong	01/15/2009 02:15 PM	APRV

Form Started By: Yvette Islas

Started On: 01/13/2009 01:20 PM

Final Approval Date: 01/15/2009

EXHIBIT A

HIDALGO COUNTY REQUEST FOR BIDS 2009-022-00-00-YSI

Mats, Dust Mops, & Shop Rags

SPECIFICATIONS

DRAFT

HIDALGO COUNTY, TEXAS
Mats, Dust Mops & Shop Rags
BID NO. 2009-022-00-00-YSI

Special Terms, Conditions and Scope of Work

1. Vendor shall provide for the scheduled delivery of clean mats, dust mops, shop rags, and other janitorial items to the Hidalgo County Departments listed on Attachment I. Attached you will find a list of **ALL** departments to be serviced with an option to add or delete future sites.
2. Vendors shall provide listed department(s) a weekly list of location sites and quantities of where items are being delivered to. Vendor must deliver **only** location sites and quantities specified on this RFB Packet.
3. Vendor shall provide services for one year with the County of Hidalgo Contract having a sole option for an additional one-year extension based on prior years performance evaluation and contingent upon cost remaining unchanged. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.
4. Vendor shall deliver the mats, dust mops, and/or shop rags on specified days each week, Monday through Friday, before the hour of 3:00 p.m. The only exception will be if a Holiday falls on a delivery day. In this event, mats, dust mops, and shop rags will be delivered the next work day following the Holiday.
 - 4.1 Failure to deliver on the specified days may constitute grounds for cancellation of the Agreement.
 - 4.2 Vendor shall obtain an **authorized signature** for each delivery. One copy of the shipping or delivery ticket shall be furnished to the respective County departments.
 - 4.3 Hidalgo County does not guarantee any specific quantity of items to be provided on a weekly basis. Furthermore, Hidalgo County reserves the right to increase or decrease the number of items being provided during the term of the resulting Agreement.
5. Hidalgo County does not allow vendors to subcontract the service without the expressed, written consent of the County.
6. Hidalgo County requires that the vendor replace, at no charge and as needed, mats which are warped or torn as these may cause persons to stumble and injure themselves. All mats must be replaced within one week from date notified.
7. The bid will be evaluated on the following criteria:

DRAFT

- 7.1 Total Cost
- 7.2 Promptness of Delivery
- 7.3 References

- 8. BID PAGE- Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable. INCOMPLETE submittals shall be considered a probable cause for disqualification.
- 9. Hidalgo County has the authority to utilize State Contracts when ever it is in the County's best interest to do so.
- 10. Insurance requirements for this project to be maintained through out the contract term are General Liability, Auto Liability (if applicable) and Workers Compensation (If applicable). Refer to limits in Exhibit "C".
- 11. Hidalgo County reserves the right to award to one (1) or multiple vendors.
- 12. All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.
- 13. Hidalgo County is requesting that any and all questions, inquiries, and all clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2812 South Business Highway 281, Edinburg Texas 78539. **Telephone calls will not be accepted!** All written inquiries will be accepted via facsimile no later than, Wednesday, **Month day, 2009, 5:00 PM.** Responses to said inquiries will be sent to all applicants via facsimile by no later than **5:00 PM, Month day, 2009.**

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**HIDALGO COUNTY, TEXAS
Mats, Dust Mops & Shop Rags**

BID NO. 2009-022-00-00-YSI

Special Terms, Conditions and Scope of Work (CONT)

14. **Vendor Information**

14.1 **Vendor Name:** _____

14.2 **Vendor Address:** _____

14.3 **Telephone Number:** _____ **Fax Number:** _____

14.4 **Contact Person:** _____

14.5 **Authorizing Signature:** _____

15. **References:** List three major references. Include company name, contact person, telephone and fax number, length of contract, services provided and other relevant information.

Name of Company: _____

Contact Person: _____

Address: _____

City/State/Zip Code: _____

Fax #: _____

Telephone #: _____

Length of Contract: _____

Services Provided: _____

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**HIDALGO COUNTY, TEXAS
Mats, Dust Mops & Shop Rags**

BID NO. 2009-022-00-00-YSI

Special Terms, Conditions and Scope of Work (CONT)

Vendor # 2

Name of Company: _____

Contact Person: _____

Address: _____

City/State/Zip Code: _____

Fax #: _____

Telephone #: _____

Length of Contract: _____

Services Provided: _____

Vendor # 3:

Name of Company: _____

Contact Person: _____

Address: _____

City/State/Zip Code: _____

Fax #: _____

Telephone #: _____

Length of Contract: _____

Services Provided: _____

DRAFT

**HIDALGO COUNTY, TEXAS
Mats, Dust Mops & Shop Rag
BID NO. 2009-022-00-00-YSI**

SPECIFICATIONS/BID PAGE FORM (CONT)

PRODUCT #1 - FLOOR MATS: Color/Shape/Material - Vendor should provide assorted colors/patterns and shapes (square, oval or rectangle); Non-Slip

<u>SIZES</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL COST</u>
3'x4'	2	\$_____/Each	\$_____/Week
3'x5'	95	\$_____/Each	\$_____/Week
3x10'	2	\$_____/Each	\$_____/Week
4'x6'	79	\$_____/Each	\$_____/Week
*4'x8'	2	\$_____/Each	\$_____/Week

*(With Hidalgo County Sheriff's Office Logo)

PRODUCT #2 - DRY / DUST MOPS: Specify color/material. Handles and Frames should be provided.

<u>SIZES</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL COST</u>
24"	125	\$_____/Each	\$_____/Week
36"	109	\$_____/Each	\$_____/Week

PRODUCT #4 - Wipers: Specify color / 100% cotton - 18 x 18

<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL COST</u>	
18 x18	20	\$_____/Each	\$_____/Week

PRODUCT #5 - Wet Mops: Specify weight and material.

<u>SIZES</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL COST</u>
32 oz.	17	\$_____/Each	\$_____/Week

PRODUCT #6: GRID TOWELS: Specify material

<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL COST</u>
18	\$_____/Each	\$_____/Week

PRODUCT #7: SHOP RAGS: Specify Color / 100% Cotton - 18 x 18

<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL COST</u>
109	\$_____/Each	\$_____/Week

DRAFT

Vendor Information and Pricing

1. Vendor Name: _____
2. Vendor Address: _____
3. Telephone Number: _____ Fax Number: _____
4. E-Mail Address: _____ Cell Number: _____
5. Contact Person: _____
6. Authorizing Signature: _____

7. **Total Cost:** \$ _____ /Week

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ATTACHMENT I

LOCATION SITES

Hidalgo County Administration Building
100 E Cano-Edinburg, TX 78539

Hidalgo County Courthouse
100 E Cano-Edinburg, TX 78539

Hidalgo County Edinburg Clinic
3105 E Schunior-Edinburg, TX 78539

Hidalgo County Extension Service
1410 N 13th St-Edinburg, TX 78539

Hidalgo County New Administration Bldg
2802 S Hwy Bus 281-Edinbrug, TX 78539

Hidalgo County Edinburg Health Dept
1304 S 25th St-Edinburg, TX 78539

Hidalgo County Human Services
1212 S 26th St-Edinburg, TX 78539

Hidalgo County 430th Court
123 S 9th St-Edinburg, TX 78539

Hidalgo County Probation Office
3100 S Closner, Edinburg, TX 78539

Hidalgo County Elections
111 S 9th St-Edinburg, TX 78539

Hidalgo County (FKNA Robert's Chevrolet)
317 N Closner-Edinburg, TX 78539

Hidalgo County Justice of the Peace-Espinoza
224 N 12th-Edinburg, TX 78539

Hidalgo Cnty Justice of the Peace-Palacios
224 N 12 Ave-Edinburg, TX 78539

Hidalgo County Buildings & Grounds
3100 S Closner-Edinburg, TX 78539

Hidalgo County DPS Building
1212 S 25th-Edinburg, TX 78539

Hidalgo County Mission License
1201 Doherty-Mission, TX 78572

Hidalgo County Human Services
1 ¼ Moorefield-Mission, TX 78572

Hidalgo County J of P and Constable
730 Breyfogle-Mission, TX 78572

Hidalgo County Mission Clinic
¼ Mile S Breyfogle-Mission, TX 78572

Hidalgo County McAllen Clinic
300 E Hackberry-McAllen-TX 78501

Hidalgo County McAllen License
300 E Hackberry-McAllen, TX 78501

Hidalgo County Pharr Clinic
1903 N Fir-Pharr, TX 78577

Hidalgo County Elsa Clinic
708 E Edinburg, Ave-Elsa, TX 78543

Hidalgo Cnty San Juan Community Center
509 E Earling-San Juan, TX 78589

Hidalgo Cnty San Carlos Community Center
6th of Hwy 107-San Carlos, TX 78539

Hidalgo County Weslaco Clinic
1901 N Bridge-Weslaco, TX 78596

Hidalgo County Justice of the Peace-Saenz
1902 Joe Stevens, Suite 302-Weslaco, TX
78596

Hidalgo County Justice of Peace-Morales
1902 Joe Stevens, Suite 301-Weslaco, TX
78596

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Hidalgo County Pct 4
1102 N Doolittle Rd-Edinburg, TX 78542

Hidalgo County Pct No 1
1902 Joe Stevens-Weslaco TX 78596

Hidalgo County Pct No 3
400 W 13th St-Pharr, TX 78577

**FOR DELIVERY, QUANTITY, MAILING OF INVOICES, QUESTIONS AND CONCERNS
REGARDING THE ABOVE REFERENCED LOCATIONS, PLEASE CONTACT:
IRENE CANTU
BUILDINGS & GROUNDS DEPARTMENT
3100 SOUTH HWY 281-REAR (All the way to the back)
EDINBURG, TX 78539
956-289-1850 (F) 956-318-2648.**

Hidalgo County Pct No1-Delta Lake's Park Dept
4 Miles N of Monte Alto on FM 88
Contact: Tina Quijas
956-262-6585 (F) 956-262-9840

Hidalgo County Precinct No 4
1102 No Doolittle Rd-Edinburg, TX 78542
Contact: Rumaldo Munoz
956-383-3112 (F) 956-381-5905

Hidalgo County Sheriff's Department
711 E. El Cibolo Rd-Edinburg, TX 78539
Mailing: P O Box 1228-Edinburg, TX 78540
Contact: Letty Gonzalez
956-383-8114

Hidalgo County Pct No 3
724 N Breyfogle-Mission, TX 78572
Contact: Yolanda Cisneros
956-787-1891 (F) 956-787-4683

Hidalgo County Pct No 2
301 E State-Pharr, TX 78577
Contact: Yolanda Cisneros
956-787-1891 (F) 956-787-4683

Hidalgo County Sheriff's Dept-Academy
711 E El Cibolo Rd-Edinburg, TX 78539
Mailing: P O Box 1228-Edinburg, TX 78540
Contact: Letty Gonzalez
956-383-8114

Hidalgo County Sheriff's Dept-Motor Pool
711 E El Cibolo Rd-Edinburg, TX 78539
Mailing: P O Box 1228-Edinbrug, TX 78540
Contact: Letty Gonzalez
956-383-8114

**FOR DELIVERY, QUANTITY, MAILING OF INVOICES, QUESTIONS AND CONCERNS
REGARDING THE ABOVE REFERENCED LOCATIONS PLEASE CONTACT THE PERSON
LISTED ON EACH DEPARTMENT.**

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REQUIREMENTS AGREEMENT

C-09-022

THIS AGREEMENT (the "Agreement") is entered into effective as of _____ by and between _____, a TEXAS Company ("Seller") and HIDALGO COUNTY ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County " _____ **Mats, Dust Mops, & Shop Rags,**" as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") for a period of one year; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in "**Mats, Dust Mops, & Shop Rags**" in the areas of HIDALGO COUNTY projects for a period of one (1) year from _____ with the option to renew for an additional one (1) year (If applicable) under the same rates, terms, and condition, 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 Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. County and Seller agree that either party may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

5. General Provisions.

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

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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: _____

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

DRAFT

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, _____.

DRAFT

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

By: _____
Date: _____

ALGO COUNTY

By: _____
Date: _____

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

ATTEST:

Arturo Guajardo, Jr., County Clerk
Date: _____

Vendor
By: _____
Printed Name: _____
Title: _____
Date: _____

By: _____
Date: _____

DRAFT



PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: Commissioner Sylvia Handy
ATTN: Noe Montez
Hidalgo County Precinct No. 1
FROM: Yvette Islas, Buyer *YI*
Hidalgo County Purchasing Department
DATE: December 18, 2008
RE: RFB No.: 2009-022 "Mats, Dust Mops, & Shop Rags"

Please review the attached draft specifications and sign off to indicate your approval, disapproval, or add information if needed to these draft specifications, add the budget account # and remit your response to me.

Should you have any questions, please do not hesitate to call me at extension 4874. Thank you for your assistance.

_____ ✓

APPROVAL OF SPECIFICATIONS

DISSAPPROVAL OF SPECIFICATIONS

1100-432-00 121-001-0343

BUDGET ACCOUNT #

Add additional information to the bid packet: _____

Noe Montez

Noe Montez

1/6/09

AUTHORIZED SIGNATURE

PRINTED NAME

DATE

**Submit this form to the Hidalgo County Purchasing Department via fax: (956) 292-7612
or via e-mail: yvette.islas@co.hidalgo.tx.us**



PURCHASING DEPARTMENT
County Of Hidalgo

DEC 30 2008
[Handwritten Signature]

MEMORANDUM

TO: Commissioner Hector Palacios
ATTN: Yolanda Cisneros
Hidalgo County Precinct No. 2

FROM: Yvette Islas, Buyer *[Signature]*
Hidalgo County Purchasing Department

DATE: December 18, 2008

RE: RFB No.: 2009-022 "Mats, Dust Mops, & Shop Rags"

Please review the attached draft specifications and sign off to indicate your approval, disapproval, or add information if needed to these draft specifications, **add the budget account #** and remit your response to me.

Should you have any questions, please do not hesitate to call me at extension 4874. Thank you for your assistance.

[Signature]

APPROVAL OF SPECIFICATIONS

DISSAPPROVAL OF SPECIFICATIONS

9-1202-431-00-122-0050-343

BUDGET ACCOUNT #

Add additional information to the bid packet: _____

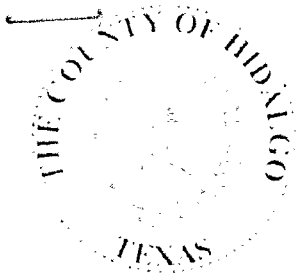
[Signature]
AUTHORIZED SIGNATURE

[Signature]
PRINTED NAME

[Signature]
DATE

**Submit this form to the Hidalgo County Purchasing Department via fax: (956) 292-7612
or via e-mail: yvette.islas@co.hidalgo.tx.us**

RECEIVED
Yolanda Cisneros
DEC 24 08
Hidalgo County
PRECINCT #2



PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: Commissioner Joe Flores
ATTN: Norma Ceballos
Hidalgo County Precinct No. 3

FROM: Yvette Islas, Buyer *YLI*
Hidalgo County Purchasing Department

DATE: December 18, 2008

RE: RFB No.: 2009-022 "Mats, Dust Mops, & Shop Rags"

Please review the attached draft specifications and sign off to indicate your approval, disapproval, or add information if needed to these draft specifications, add the budget account # and remit your response to me.

Should you have any questions, please do not hesitate to call me at extension 4874. Thank you for your assistance.

APPROVAL OF SPECIFICATIONS

DISSAPPROVAL OF SPECIFICATIONS

9-1203-431-a-123-005-0-373

BUDGET ACCOUNT #

9-1213-482-a-123-001-0-373

9-1100-432-00-123-001-0-373

Add additional information to the bid packet: _____

[Signature]
AUTHORIZED SIGNATURE

Joe Flores
PRINTED NAME *Joe Flores*

12/18/08
DATE

Submit this form to the Hidalgo County Purchasing Department via fax: (956) 292-7612
or via e-mail: yvette.islas@co.hidalgo.tx.us



PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: Commissioner Oscar Garza
ATTN: Rumaldo Munoz
Hidalgo County Precinct No. 4

FROM: Yvette Islas, Buyer *YI*
Hidalgo County Purchasing Department

DATE: December 18, 2008

RE: RFB No.: 2009-022 "Mats, Dust Mops, & Shop Rags"

Please review the attached draft specifications and sign off to indicate your approval, disapproval, or add information if needed to these draft specifications, add the budget account # and remit your response to me.

Should you have any questions, please do not hesitate to call me at extension 4874. Thank you for your assistance.

APPROVAL OF SPECIFICATIONS

DISSAPPROVAL OF SPECIFICATIONS

BUDGET ACCOUNT # 8-1204-431-00-124-005-0343



Add additional information to the bid packet: _____

3X5 Scraper (2)
24" Dry Mop. (4)

Rumaldo Munoz

AUTHORIZED SIGNATURE

Rumaldo Munoz JR

PRINTED NAME

12-19-08

DATE

Submit this form to the Hidalgo County Purchasing Department via fax: (956) 292-7612
or via e-mail: yvette.islas@co.hidalgo.tx.us

Yvette Islas

From: Richard Ozuna [richard.ozuna@hidalgoso.org]
Sent: Tuesday, December 23, 2008 8:17 AM
To: yvette.islas@co.hidalgo.tx.us
Subject: 2009-022 mats,dust mops & shop rags

Hidalgo County Sheriff's Office

- 15 3' x 5' floor mats per week
- 05 36" dust mops per week
- 05 wet mops per week
- 08 packages grid towels per week
- 01 4'x8' floor mat special sheriff's logo per week

Hidalgo County Sheriff's Office Academy

- 05 4' x 6' floor mats per week
- 06 36" dust mops per week
- 07 wet mops per week
- 05 packages grid towels per week
- 01 4'x8' floor mat special sheriff's logo per week

Hidalgo County Sheriff's Office Motor Pool

- 05 3' x 5' floor mats per week
- 05 36" dust mops per week
- 05 wet mops per week
- 05 packages grid towels per week
- 05 packages of 50 each shop rags (red ones)

I added the motor pool, you didn't ask for it.

These are estimates for now it could be a little less or more.

Thanks,
Richard



PURCHASING DEPARTMENT
County Of Hidalgo

DEC 30 2008
D. Flores

MEMORANDUM

TO: Daniel Flores
ATTN: Irene Cantu
Buildings & Grounds
FROM: Yvette Islas, Buyer *mi*
Hidalgo County Purchasing Department
DATE: December 18, 2008
RE: RFB No.: 2009-022 "Mats, Dust Mops, & Shop Rags"

Please review the attached draft specifications and sign off to indicate your approval, disapproval, or add information if needed to these draft specifications, **add the budget account #** and remit your response to me.

Should you have any questions, please do not hesitate to call me at extension 4874. Thank you for your assistance.

APPROVAL OF SPECIFICATIONS

DISSAPPROVAL OF SPECIFICATIONS
8-1100-419-40-001-0-343
BUDGET ACCOUNT #

Add additional information to the bid packet: _____

[Signature] AUTHORIZED SIGNATURE
DANIEL FLORES PRINTED NAME
12/19/08 DATE

**Submit this form to the Hidalgo County Purchasing Department via fax: (956) 292-7612
or via e-mail: yvette.islas@co.hidalgo.tx.us**

**Approval of Amendment for CTC Distributing, Ltd.
CC REGULAR**

Date: 01/20/2009
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Submitted For: Rocio Villarreal
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Presentation for consideration, discussion, acceptance, and approval of an "Amendment" to the service contract, between Hidalgo County and CTC Distributing, Ltd. to extend timeframe on Section 15. Monthly Report.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
NO BUDGETARY IMPACT

Attachments

Link: [Scanned Contract](#)
Link: [Amendment](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/14/2009 05:01 PM	APRV
2	Budget & Management	Veronica Lopez	01/15/2009 07:48 AM	APRV
3	Sylvia Solis	Sylvia Solis	01/16/2009 08:03 AM	APRV
4	Auditor's Office	Linda Fong	01/16/2009 09:43 AM	APRV
5	Sylvia Solis	Sylvia Solis	01/16/2009 09:49 AM	APRV

Form Started By: Rocio Villarreal Started On: 01/14/2009 09:41 AM

Final Approval Date: 01/16/2009

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-08-045-02-26

THIS CONTRACT is made and entered into this 26th day of February, 2008 by and between the COUNTY OF HIDALGO, TEXAS ("County"), and **CTC Distributing, Ltd.** a Texas Limited Company. ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Off-Premises Storage, Records Management, Pick Up & Delivery Services"** for Hidalgo County (DEPARTMENT NAME);

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

WHEREAS, in recognition of and in consideration of Company's agreement to perform the services described in the Specifications through Company's, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and 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 described in the Specifications for Hidalgo County (the "Department"). 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, the following services as described in the Specifications on an as needed basis for Department or its designated agent:

- a. Storage of all new/additional records in new proper storage boxes;
- b. Pick up of files and/or boxes from County for storage on a daily basis at least twice a day (morning by 10:00 a.m. and afternoon by 3:00 p.m.) and on an emergency basis as described in the Specifications.
- c. Delivery of files and/or boxes requested by Department;
- d. Permanent destruction of files no longer required to be stored;
- e. Provision of replacement boxes at no charge to County;
- f. Storage of files/boxes kept on behalf of Department in a centralized location in close proximity to each other (i.e. one location);
- g. Bar-coding of all boxes sent to storage or retrieved from storage before delivery to County Department or before being refilled (bar-coding requirements are more specifically defined in Exhibit A).

The services described in items 2 (a-g) shall be referred to as the "Services". Company agrees that in performing the Services it will use proper professional standards, comply with any and all appropriate laws and regulations and shall devote such time as is necessary to safely and efficiently provide the Services.

3. **Definitions:** For purposes of this Contract, the following terms shall mean:

- a. "**Request**" for a file or box shall consist of the Department providing a written form (see Exhibit G) to Company for the exact file/box sought for Retrieval and Delivery.
- b. "**Retrieval**" shall mean the actual transport of a file from storage which is then prepared for delivery to the Department. Any instance in which a file is requested more than once because the Company failed to deliver or locate such file after the initial request, shall not be considered or counted as a separate retrieval regardless of the reason such delivery was not made.
- c. "**Delivery**" is defined as the actual carrying and turning over to the intended recipient of a file or box requested from storage.

- d. **"Pick Up"** shall mean the actual physical carrying and transporting of a file or box from the Department by the Company with the intent of filing and storing such file or box at the Company's facility.
- e. **"Destruction of Files"** is defined to mean when a file meets the requirements to be removed from storage in accordance with State law, the Company shall notify the Department in writing of the file's status. After receiving permission from the Department, the bidder shall be responsible for destroying the file in accordance with state guidelines. Such Destruction of Files shall transpire following a process by which Company formulates a retention schedule as required by State law and destroys the file following the foregoing process.

4. **Term.** This Contract shall be for a period beginning March 3, 2008 and ending on March 3, 2009 and may be extended at the sole discretion of County for an additional ninety (90) days (the "Grace Period") for unforeseen delays in the award of a new bid or the County's inability to obtain all records from the storage site.

5. **Renewal.** County may renew this Contract for two (2) additional one (1) year periods. Except as otherwise provided herein all terms and conditions will remain unchanged and in full force and effect. The option to renew, if exercised, shall be executed in the form of a change order to be issued no sooner than ninety (90) days prior to expiration of the contract and no later than thirty (30) days of the final day of the contract period.

6. **Hours of Service.** Hours for Services shall be normal business hours, 8:00 a.m. through 5:00 p.m., Monday through Friday, excluding holidays. However, Services must be available at a moment's notice 24 hours a day, upon written notification by the Department of an emergency situation (see Exhibit A .

7. **Payment.** As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" (see Bid

Sheets) attached hereto payable against written invoice submitted by Company. The parties further agree that this Contract is on an "as-needed" basis as may be convenient and necessary for its proper records management operation and if at any time, the Department does not opt to request any Service in a particular month, no payment shall be due to Company for said month.

8. **Storage Box Specifications.** Contractor agrees to comply with the following box specifications for the storage of the Department's files:

Legal and Letter 12 W X 15 L X 10 H;
Separate Cover; Triple Walled (Width);
Double Walled (Length);
Double Bottom.

9. **Bar Coding Specifications.** Contractor agrees to use the Monarch Barcode Label System, a bar-coding system to bar-code all files delivered to County from storage and all files picked up from County for storage. Such system is compatible with the County's internal bar-coding system and must be available at all times during the performance of this Contract.

10. As a condition of this Contract, the storage facility where County records will be stored must be located entirely within Hidalgo County.

11. Company agrees to be solely responsible for the review and compliance of all applicable statutes or regulations related to storage of public records. All record storage management must also be conducted in accordance with applicable State of Texas Library Commission rules and regulations.

12. **Response Time.** The parties agree to the following response time by Company:

- a. Files and boxes shall be picked up for storage within five (5) days of receipt of work order from the Department.
- b. Retrieval and Delivery of files from storage to the Department shall occur twice a day - by 10 a.m. and by 3 p.m. on the same day a request is made so long as such request is made no later than 1 p.m. For orders placed after 1 p.m., files and boxes shall be delivered on the next business day by 10 a.m.
- c. In the case there is an emergency request for the delivery of a file or box, such delivery shall be made within 2 business hours from the time of the request.
- d. Permanent destruction of files shall occur within five (5) working days of permission to destroy.

13. **Facility Condition.** Company shall provide a storage facility that is free of dust and dirt buildup. The structure shall preferably be a standalone structure, but if shared with other businesses, a firewall of approved construction shall separate the two entities. The facility shall maintain a good fire prevention program based on good housekeeping procedures including but not limited to: (1) Smoking and use of open flame devices in storage areas shall be prohibited; (2) The facility shall have appropriate fire detection and suppression systems with such procedures in place to ensure their effectiveness; (3) Such systems must include adequate smoke and fire early warning systems; (4) Sprinkler systems should be equipped with a warning mechanism to alert staff of activation and have a manual shut-off device to prevent unnecessary water damage to records; (5) Halon is preferred suppression system. The facility shall also be client and humidity controlled with humidity not exceeding sixty percent (60%) and the temperature shall not exceed 90 degrees Fahrenheit in the records storage area. Air quality must be maintained in a manner that ensures that no contaminant that may cause damage to records (i.e. mold) exists.

14. **Pest Control and Inspections.** The Company agrees to maintain an adequate pest control program that includes at least two (2) termite, silverfish and carpenter ants inspections per year (at least once every six (6) months) by a qualified pest control service company. Proof of such inspections must be provided to the Department. Failure to provide proof of inspections within 10 days of such inspections may result in County terminating the contract without notice to vendor. The County shall be notified immediately if any insect infestation is detected inside the storage facility and immediate remediation measures shall be taken by Company to correct the infestation.

15. **Monthly Reports.** Department shall require Company to provide monthly activity reports reflecting the total number of containers in storage by media type, number of new containers (boxes) added; number of containers (boxes) permanently removed; number of boxes/files requested, number of boxes retrieved; number of boxes delivered and the number of boxes picked up for storage. In addition, the monthly report must include a list of files requested but not found. Monthly reports shall be due at the Department no later than the 10th day after the end of the month. During the first twelve (12) months of the Contract term, the Company agrees to provide County an inventory of all files stored on site.

16. **Security.** The Company shall provide protection against sabotage, theft and vandalism. All visitors to the storage facility shall be required to register upon entrance and monitored during their stay. Exits shall also be in areas that are closely monitored.

17. **On-Site Access.** Company shall work with Department on special projects requiring temporary staging of records at the records storage facility. These projects are usually for the purpose of verifying contents before destruction, renumbering of boxes,

conducting detailed searches, and for shifting files throughout a range of boxes. County agrees to provide a minimum of 24 hours notice for projects that involve staging of ten (10) or more boxes. Department also reserves the right to access the storage premises with reasonable written notice during regular working hours for the purposes of auditing, inspecting, and/or confirming files storage methods.

18. 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.

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

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

21. **Indemnification.** 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 Services by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

22. **Non-Assignment.** This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

23. **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 times such conflict exists.

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

25. **Independent Contractor.** The Company, at all times will act as an independent contractor providing the Services and will not act or hold itself out to third parties as an employee or agent of County in the provision of the Services. The County shall not control how the results or the details of the Services are provided and/or achieved. As an Independent Contractor, Company shall supply its own tools, equipment, materials, supplies and/or labor as may be necessary to complete the Services and shall not rely on or require the County to

supply any of the above, unless otherwise specified in this Contract.

26. 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: CTC Distributing, Ltd.
 Attn: Bruce Godlman, Owner
 615 Blaze Blvd.
 Edinburg, Texas 78539

27. 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.

28. **Termination.** This Contract shall be in effect until (a) the Contract expires; or (b) performance of all specifications, requirements and services are completed; or (c) terminated by either party with thirty (30) days written notice with or without cause; or (d) upon award of contract to a new bidder, whichever comes first.

29. Upon the termination or expiration of the Contract, the Company shall make available to the County, any and all County records it holds in its possession in a timely manner but in no circumstances any longer than thirty (30) days upon termination or expiration of the Contract in order for the County to transport such files to its own facility or another facility. All such files shall be made available to the County for transport at no additional cost to the County. **Company understands that all files held in storage on**

behalf of the County are important public records and are public property which must be returned to an appropriate County Official regardless of when and/or where they are located in the future.

30. 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.

31. **TEXAS LAW TO APPLY. THIS CONTRACT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.**

32. **Liquidated Damages.** The Company acknowledges that the files and documents being stored are important public records, and that the ultimate safety and security of the documents and files rests with the Department. The Company and County agree that the loss of files or documents by the vendor will result in certain damages and costs to the County which are not accurately ascertainable. Therefore, in the event that a file is lost or destroyed as a result of the negligent or willful act of the Company or its agents, employees, officers or contractors, and said loss or destruction is not covered by insurance required to be maintained under other provisions of this Contract, the Company and County agree that Company shall pay to Hidalgo County, as liquidated damages, the sum of One Thousand Dollars and no/100ths (\$1,000.00) for each file or portion of a file

33. **Changes to Contract.** The County Purchasing Department may at any time, by written order, and without notice to the Company's sureties, make reasonable

changes within the general scope of the contract in any of the following: (1) method of delivery or pickup of files; (2) place of deliveries; (3) corrections of errors of a general administrative nature or other mistakes; the correction of which does not affect the scope of the contract, or does not result in expense to Company; (4) description of services to be provided which do not result in additional expenses to the Company; (5) time of performance (i.e. hours of day, days of week, etc.). All other amendments to the Contract shall be agreed to by both parties and shall be made in writing by Contract amendment.

34. **Commitment of Current Revenues Only.** In the event that during any term hereof, the County's governing body does not appropriate sufficient funds to meet its obligations of this Contract, then the County may terminate this Contract upon sixty (60) days written notice to the Company. The County however, agrees to use its best efforts to secure funds necessary for the continued performance of this Contract. The County intends this provision to be a continuing right to terminate this Contract at the expiration of each budget period pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

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

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

COUNTY OF HIDALGO

ATTEST:

By: [Signature]
County Commissioner Precinct No. 2

[Signature]
Arturo Guajardo Jr., County Clerk

COMPANY: CTC Distributing, Ltd.
By: [Signature]
Printed Name: Brian Kelly Woodson
Title: President

Approved by Commissioners' Court on February 26, 2008.

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: [Signature]

EXHIBIT

“A”

SPECIFICATIONS

SPECIFICATIONS

“OFF PREMISES STORAGE, RECORDS MANAGEMENT, PICK UP,
RETRIEVAL & DELIVERY SERVICES” for
HIDALGO COUNTY
BID NO.: 2008-45-02-06-otm

TURNKEY SPECIFICATIONS and REQUIREMENTS

1. **Revisions to the bid specifications shall not be permitted. Such changes shall constitute a failure to meet the minimum specifications and shall result in a bidder being disqualified from the selection process.**

THIS BID AWARD SHALL BE A FIRM FIXED PRICE, ESTIMATED QUANTITY

CONTRACT for the storage of Hidalgo County records at a staffed facility and at which all files will be stored in proper storage.

2. Services will be on an “as-needed basis”. Should the County determine it is in the best interest to keep all documents in-house or to allow the Contract to expire on its own terms, the County shall provide a minimum of sixty (60) days written notice to the vendor that it intends to transport its files from storage to its own or another facility.
3. The bidder must provide the following services:
 - a. Storage of all new/additional records, in a new proper storage box;
 - b. Pick up of files and/or boxes for storage on a daily basis twice a day (morning & afternoon) and on an emergency basis at the discretion of the County described in page 5 (#25) herein and in Exhibit “H”;
 - c. Deliver files/boxes requested by the Department;
 - d. Any storage boxes requiring replacement shall be provided at no charge to the County.
 - e. All files/boxes for each County Department/Office must be kept in one location and in close proximity to each other (i.e., all files/boxes of the District Clerk shall be kept in one location within the storage facility).
 - f. All files sent to storage or that are retrieved from storage shall be maintained with a reference tracking system before delivery to the appropriate County Department or re-filed. (Described particularly in page 5 (#26).
 - g. Over a period of twelve (12) months, the awarded vendor shall provide an inventory of all files stored on its site. An updated inventory progress report shall be provided to the appropriate County Department on a monthly basis as more particularly described in page 5 (#26) of these specifications.

4. For purposes of this RFB:

“**Delivery**” is defined as the actual carrying and turning over to the intended recipient of a file or box requested from storage.

“**Pick Up**” is defined as the actual physical carrying and transporting of a file or box from the County Department by the bidder with the intent of filing and storing such file or box at the bidder’s facility.

Con't Specifications

“**Retrieval**” shall mean the actual transport of a file from storage which is then prepared for delivery to the appropriate County department. Any instance in which a file is requested more than once because the selected bidder failed to deliver or locate such file after the initial request, shall not be considered or counted as a separate retrieval regardless of the reason such delivery was not made.

A “**Request**” for a file or box shall consist of a County Department’s designated person providing a written form (See Exhibit “G”) to the selected bidder of the exact file/box being sought for Retrieval and Delivery.

The services listed in # 3 above consisting of the delivery, pickup, storage, retrieval and request of files and/or boxes are hereinafter collectively referred to as the “Services”.

5. It is the contractor’s sole responsibility to review and comply with all applicable statutes or regulations. All record storage management must also be conducted in accordance with applicable State of Texas Library Commission rules and regulations including, but not limited to the schedules that are made a part hereof. You may access these at the following web address: <http://www.tsl.state.tx.us/slrn/recordspubs/index.html>
 - a. Microfilming Standards and Procedures (Local Government Bulletin A)
 - b. Electronic Records Standards and Procedures (Local Government Bulletin B)
 - c. Inventory and Scheduling Records (Local Government Bulletin C)
 - d. Local Government Records Act (Local Government Bulletin D)
6. **The storage facility must be located entirely within Hidalgo County.**
 - a) Contractor will provide complete description of location including a physical address of facility where records will be stored and managed.
 - b) Contractor must commit sufficient staff, equipment and vehicles to comply with all specifications and render all requirements defined by Hidalgo County. Contractor must also provide information all information requested in the specifications and/or requirements. Failure to do so may disqualify the bidder from the procurement process.
7. The storage facility must be free of dust and dirt buildup.
8. The facility should be a standalone structure, or if shared with other businesses, a firewall of approved construction must separate the two entities.
9. If the storage location is in a structure with other unrelated tenants, the nature of that business will be assessed by Hidalgo County Purchasing Department to determine if such business may expose the County to any significant risks that may affect the overall integrity of records stored. This determination will be made solely by Hidalgo County and if a risk is determined, the bidder may be disqualified from the procurement process.
10. The facility shall maintain a good fire prevention program based on good housekeeping procedures, including but not limited to:

Con't Specifications

- a) Smoking or use of open flame devices in storage areas shall be prohibited.
 - b) The facility shall have appropriate fire detection and suppression systems with such procedures in place to ensure their effectiveness.
 - c) Such systems must include adequate smoke and fire early warning systems.
 - d) Sprinkler systems should be equipped with a warning mechanism to alert staff of activation and have manual shut-off device to prevent unnecessary water damage to the records.
 - e) Halon is a preferred suppression system.
- 11.** The facility must be climate and humidity controlled. The humidity shall not exceed 60% and the temperature shall not exceed 90 degrees Fahrenheit in the paper records storage area.
- 12.** Boxes shall not be stacked more than four (4) boxes high.
- 13.** The contractor must maintain an adequate pest control program that includes at least two **termite, silverfish and carpenter ants** inspections per year (at least once every six (6) months) by a qualified pest control service. Proof of such inspections must be provided to each individual county department(s) under this bid. Failure to provide proof of inspections within 10 days of such inspections, may result in Hidalgo County terminating the contract without notice to the vendor. User department(s) including in this bid shall be notified immediately if any insect infestation is detected inside the storage facility.
- 14.** Air quality must be maintained in a manner that ensures that no contaminants that may cause damage to records (i.e. mold) occurs.
- 15.** The current awarded contractor for this bid is Lone Star Shredding & Document Storage and it does not permit the inspection of their premises by interested bid participants.
- 16. Records Inventory List.** For the purposes of this bid submittal, the current contractor has submitted the following inventory, and to the best of the County's knowledge, such inventory as of December 6, 2007 includes the following:

INVENTORY:	DISTRICT CLERK'S	PURCHASING AGENT	SHERIFF'S OFFICE
Letter/Legal Size Boxes	18,073	667	250
Letter Transfer Size Boxes	4	2	0
Legal Transfer Size Boxes	5	32	0
Non-Standard Size Boxes	8	1	0
Books	922	0	0
Check Boxes	1	0	0

Con't Specifications

17. Bidders are advised that all County departments hold their most active files, but may at any time request such records to be made part of existing storage inventory. A "Request" for a file or box shall consist of a County Department's designated person providing a written form (see Exhibit "G") to the selected bidder of the exact file/box being sought for Retrieval and Delivery.
18. If necessary, upon award of bid the transfer of all inventory from the current storage facility will be conducted under the supervision of the user department(s) authorized designee and the Purchasing Department. **All expenses associated with the transfer of inventory shall be at the County's expense and shall be the responsibility of the County.** However, selected bidder must be prepared to resume immediate, uninterrupted, efficient transition of all specified requirements and services.
19. Minimum detailed specifications are included for storage boxes. Compliance with all specifications and conditions are required. No substitutions allowed.

Specification(s) for Storage Box: Letter/Legal
12 W x 15 L x 10 H
Separate Cover
Triple Walled (Width)
Double Walled (Length)
Double Bottom

20. **Security Guidelines:** The contractor shall provide protection against sabotage, theft, and vandalism. All visitors to the storage facility must be required to register upon entrance and monitored during their stay. Exits should be in areas that are closely monitored.
21. **On-site Access:** The selected bidder will work with the user department(s) on special projects requiring the temporary staging of records at the record storage facility. These projects are usually for the purpose of verifying contents before destruction, renumbering boxes, conducting detail searches, and for shifting files throughout a range of boxes. Hidalgo County will provide a minimum of 24 hours notice for projects that involve staging of ten (10) or more boxes.

Hidalgo County reserves the right to access the storage premises with reasonable written notice during regular work hours for the purposes of auditing, inspecting, and/or confirming storage methods.

22. **NOTE: ALL RECORDS SHALL BE PICKED UP, DELIVERED, AND TRANSPORTED TO AND FROM THE USER DEPARTMENT(S) OFFICE BY CONTRACTOR'S EMPLOYEES AND USING CONTRACTOR'S VEHICLES.**
23. **Response Time.** The parties agree to the following response time by Company:
 - a. Files and boxes shall be picked up for storage within five (5) days of receipt of work order from the Department.
 - b. Retrieval and Delivery of files from storage to the Department shall occur twice a day - by 10:00 a.m. and by 3:00 p.m. on the same day a request is made so long as such request is made no later than 1:00 p.m. For orders placed after 1:00 p.m., files and boxes shall be delivered on the next business day by 10:00 a.m.

Con't Specifications

- c. In the case there is an emergency request for the delivery of a file or box, such delivery shall be made within 2 business hours from the time of the request.
24. All files or boxes recalled from storage shall be delivered within the time-frame stated above. However, if a file has not been delivered within this time frame, the maximum allowable Response Time for a status report (i.e. in route, delivered, not found, etc.), shall be 24 hours from the time the file/box is Requested. **Continued failure to meet these requirements may be cause for termination of the contract.**
25. **Hours of Services Required:** Hours of Service shall be normal business hours, 8:00 a.m. through 5:00 p.m., Monday through Friday, excluding holidays. However, service must be available at a moment's notice, 24 hours a day, upon written notification by the user department of an emergency situation; See Exhibit "H" Request for Emergency Services).
26. **Monthly Reports:** Hidalgo County requires monthly activity reports reflecting the total number of containers in storage by category (i.e. probate/criminal/civil), number of new containers added, number of containers permanently removed, number of boxes/files requested, number of boxes retrieved, number of boxes delivered and the number of boxes picked up for storage. In addition to this information, the monthly report should include a list of files requested but not found (Monthly reports shall be due at the County Department no later than the 10th day after the end of each month.

The following electronic inventory and tracking system must be provided to identify each individual file before delivery to the appropriate user department or re-filed. All files sent to storage or that are retrieved from storage shall be maintained with a reference tracking system:

- Must maintain an electronic database that is accessible from multiple sites.
 - Document jackets must provide some type electronic tracking mechanism, preferably an RFID tag on the jacket or to a lesser extend a bar code.
 - An exact electronic inventory of all files must be provided as needed to the County.
 - Both the vendor site and the County must have compatible readers and access to the inventory at all times.
 - All files must be accounted for and tracked through the electronic system at all times, at all sites.
 - Electronic tag on case jacket must be of an accepted industry standard format.
 - RFID (tracking system) is a preferred method, vendor/bidder will not be disqualified for providing a bid on any other tracking system. If the tracking system submitted by the vendor in the bid is not the system preferred by Hidalgo County (as indicated and specified in the bid packet), Hidalgo County reserves the right to request a demonstration of the system in order to assess and ensure compliance with Hidalgo County needs and requirements.
27. **Additional Information:** Hidalgo County is requesting that any and all questions, inquiries and clarification regarding this RFB, bids, proposals or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2802 So. Business 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, January 30, 2008, 5:00 P.M.. Responses to said inquiries will be sent to all applicants via facsimile by no later than, 5:00 P.M., Friday, February 1, 2008.

Con't Specifications

PRE-BID CONFERENCE: A pre-bid conference will be held at Hidalgo County Purchasing Department (New Administration Building) located at 2802 So. Business 281 (Conference Room) in Edinburg, Texas 78539 at 2:00 p.m. on January 30, 2008..

28. TERM OF CONTRACT:

The initial term of contract will commence upon award and execution of a contract for a one (1) year period. The County shall have the right to extend the contract for two (2) additional one (1) year terms under the same rates/fees, terms and conditions reflected in the County's bid award described on the Bid Page (Exhibit "B").

29. OPTION TO RENEW:

Hidalgo County may renew the contract for two (2) additional one (1) year periods. Except as otherwise provided herein, all terms and conditions will remain unchanged and in full force and effect. The option to renew, if exercised, shall be executed in the form of a change order to be issued no sooner than ninety (90) days prior to expiration of the contract and no later than thirty (30) days of the final day.

30. GRACE PERIOD:

Hidalgo County reserves the right to continue this bid under the same terms and conditions for an additional ninety (90) day grace period at the end of the contract term for unforeseen delays in the award of a new bid, or the county's inability to obtain all records from the storage site.

31. CONTRACT AWARD:

Hidalgo County reserves the right to award a contract to the responsible bidder meeting all specifications and submitting the lowest bid for all items and Services identified in the Specifications and General Provisions.

Upon the termination or expiration of the Contract, the vendor shall make available to the County any and all County files it holds in its possession in a timely manner but in no circumstances any longer than thirty (30) days upon termination or expiration of the Contract in order for the County to transport such files to its own or another facility. All files shall be made available to the County for transport at no additional cost to the County.

All files held in storage on behalf of the County are records belonging the public and must be returned to the County regardless of when and/or where they are located in the future.

32. PURCHASE ORDER:

Contractor will not perform any services until a purchase order number is assigned by the designated representative of the Purchasing Department. Contractor will reference contract number and purchase orders on all invoices submitted to the Hidalgo County District Clerk. Actual requirements will be stated through issuance of individual purchase orders against the contract, and no obligation to pay for any quantities shall be deemed to exist unless or until such purchase orders are issued.

CON'T - SPECIFICATIONS

33. TERMINATION:

The contract awarded to the successful bidder will be in effect until (a) the contract expires, (b) performance of all specifications, requirements and services ordered, or (c) terminated by either party with thirty (30) day's written notice with or without cause, or (d) upon award of contract to a new bidder, whichever comes first.

34. CONTRACT ADMINISTRATOR:

For purposes of monitoring performance, establishing requirements, approving and coordinating schedules, users, and equipment, the County Purchasing Department named below shall act as contract administrator on behalf of Hidalgo County:

**HIDALGO COUNTY PURCHASING DEPARTMENT
ATTN: CONTRACT ADMINISTRATORS
2812 S. BUSINESS HWY 281 (NEW ADMINISTRATION BLDG.)
EDINBURG, TX 78539
(956) 318-2626**

35. ADDITIONAL PROVISION:

The following clauses or provisions must be included in the contract:

- A. **Liquidated Damages Clause:** The vendor acknowledges that the files and documents being stored are important public records, and that the ultimate safety and security of the documents and files rests with the District Clerk. The vendor and Hidalgo County agree that the loss of files or documents by the vendor will result in certain damages and costs to the County which are not accurately ascertainable. Therefore, in the event that a file is lost or destroyed as a result of the negligent or willful act of the vendor or its agents, employees, officers or contractors, and said loss or destruction is not covered by insurance required to be maintained under other provisions of these specifications, the vendor and Hidalgo County agree that the vendor shall pay to the Hidalgo County District Clerk, as liquidated damages, the sum of \$1,000.00 for each file or portion of a file which is lost or destroyed within 10 days upon the discovery of the lost or destroyed file or portion thereof. The vendor and Hidalgo County agree that the amount established by this provision as liquidated damages is reasonable under the circumstances existing at the time of the execution of this contract with vendor pursuant to this procurement.

36. SCOPE OF CONTRACT:

The contract for the procurement of the Services describes herein shall be a **firm fixed price, estimated quantity contract** calling for delivery of the products and Services identified in the Bid Specifications, including the **Records Inventory List** (see page 3, Specifications above), at the stated prices, submitted by the bidder. Upon acceptance of a bid by Hidalgo County Commissioners' Court and issuance of a Contract Award by the Hidalgo County Purchasing Agent, contractor shall be obligated to perform the services at the stated prices, within the time specified, and in accordance with all Legal Notices and Specifications contained herein.

CON'T - SPECIFICATIONS

The quantities stated in the **Records Inventory List** are the best estimates of the current vendor for current inventory as of December 6, 2007. This represents a realistic estimate based on past consumption for purposes of securing a bid price. **The quantities are not firm and are not hereby ordered or called for.** No County department is required to use the services of the selected bidder at any time but shall only use such services as may be convenient and necessary for the proper records management operation of the particular office and department. Actual requirements for services will be stated through issuance of individual purchase orders against the contract, and no obligation to pay for any quantities shall be deemed to exist unless or until such purchase orders are issued.

CHANGES TO GENERAL SCOPE OF CONTRACT:

The County Purchasing Agent may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one of the following:

- a. Method of delivery or pickup of files
- b. Place of deliveries.
- c. Correction of errors of a general administrative nature of other mistakes, the correction of which does not affect the scope of the contract, or does not result in expense to the Contractor.
- d. Description of services to be provided which do not result in additional expenses to the Contractor.
- e. Time of performance (i.e. hours of day, days of week, etc.)

37. FUNDING:

Funds for payment on the proposed contract have been provided through the COUNTY OF HIDALGO budget approved by Commissioners' Court for 2008 year only. State of Texas statutes prohibit the obligations and expenditure of public funds beyond the fiscal year for which a budget has been approved. However, the cost of items or services covered by this contract is considered a recurring requirement and is included as a standard and routine expense of Hidalgo County to be included in each proposed budget within the foreseeable future.

County Commissioners' Court expect this to be an integral part of future budgets to be approved during the period of the proposed contract except for unanticipated needs or events which may prevent such payments against the contract. However, COUNTY OF HIDALGO cannot guarantee the availability of funds, and enters into this contract only to the extent such funds are made available. The Fiscal Year for County extends from January 1st to December 31st of each calendar year.

38. INVOICING:

All invoices submitted by contractor must reference the contract number and purchase order number(s) on the invoice. Hidalgo County will not pay invoices that are in excess of the amount authorized by the purchase order number or the contract.

Con't Specifications

39. INSURANCE AND LIABILITY:

Bidder must hold all applicable licenses, permits, bonds and insurances. During the period of this contract, the selected bidder must maintain at his/her expense insurance with limits not less than those prescribed below. With respect to required insurance, the selected bidder shall:

- a. Name COUNTY as additional insured/or an insured, as its interests may appear.
- b. Provide COUNTY a waiver of subrogation.
- c. Provide COUNTY with a thirty (30) day advance notice of cancellation or material change to said insurance.
- d. Provide the COUNTY Purchasing Agent a Certificate of Insurance evidencing required coverages within ten (10) days after receipt of Notice of Award.
- e. Submit a certificate of insurance reflecting coverage as follows:

Automobile Liability:

Bodily Injury (Each person).....	\$ 300,000.00
Bodily Injury (Each accident).....	\$ 500,000.00
Property Damage	\$ 300,000.00

**General Liability (Including Contractual Liability):
(Each Occurrence)**

Bodily Injury	\$ 500,000.00
Property Damage	\$ 500,000.00

Excess Liability:

Umbrella FormNot Required

Worker's Compensation:.....Statutory

This requirement has been determined to involve minimum hazards and low dollar values. Insurance underwriters must be acceptable to County.

Con't Specifications

40. **DESIGNATED COUNTY HOLIDAYS 2008:**

No deliveries will be requested on designated holidays, unless specific prior arrangements have been made. Below is the approved holiday schedule. Future schedules are expected to be similar.

HOLIDAY	SCHEDULE	2008
PRESIDENT'S DAY	MONDAY	FEBRUARY 18, 2008
GOOD FRIDAY	FRIDAY	MARCH 21, 2008
MEMORIAL DAY	MONDAY	MAY 26, 2008
INDEPENDENCE DAY	FRIDAY	JULY 04, 2008
LABOR DAY	MONDAY	SEPTEMBER 01, 2008
COLUMBUS DAY	MONDAY	OCTOBER 13, 2008
VETERAN'S DAY	TUESDAY	NOVEMBER 11, 2008
THANKSGIVING DAY	THURSDAY/FRIDAY	NOVEMBER 27-28, 2008
CHRISTMAS DAY	THURSDAY/FRIDAY	DECEMBER 25-26, 2008

DOCUMENTATION:

Bidders shall submit the following documents with this bid, or at a minimum, subsequent to bid opening, as applicable. **HOWEVER IT SHOULD BE UNDERSTOOD BY ALL BIDDERS, THAT HIDALGO COUNTY RESERVES THE RIGHT TO REJECT BID SUBMISSIONS THAT DO NOT CONTAIN ALL OF THE DOCUMENTATION DETAILED BELOW:**

1. Request For Bid Letter consisting of 1 page.(with bid)
2. Request for Bid, Legal Notice, consisting of 8 pages.(with bid)
3. Exhibit "A", Specifications, Affidavit(s) (Attachments) consisting of 13 pages.(with bid)
4. Exhibit "B", Bid Page consisting 1 page (with bid).
5. Exhibit "C", Insurance Requirements consisting of 3 pages (with bid).
6. Exhibit "D", Copy of Conflict of Interest Form - **Original Must be Filed by Bidder at the Hidalgo County Clerk's Office.**
7. Exhibit "E", State of Texas Library Commission Rules and Regulations.
8. Exhibit "F", List of Key Persons, consisting of 1 page.(with bid)
9. Exhibit "G", Information Request Forms, consisting of 1 page.(with bid)
10. Exhibit "H", Request for Emergency Service, consisting of 1 page.(with bid)
11. Vendor/Bidder Application and W-9 form consisting of 6 pages.
12. Draft Service Contract consisting of 15 pages.
13. Certification Regarding Debarment consisting of **1** page.

AFFIDAVIT

BEFORE ME, the undersigned Bruce Goldman authority on this 28th day personally appeared who, being by me duly sworn, upon oath says: that he/she is duly qualified and authorized to make this affidavit for and on behalf of CTC Dist Ltd., bidder/offeror /contractor, of Hidalgo County, Texas, and is fully cognizant of the facts herein set out and affirms to the truth and accuracy of the certifications made herein by signing this affidavit; that the bidder/offeror/contractor has received the list of key persons dated Jan. 28, 2008, and attached to this affidavit as Exhibit "A"; that he/she personally read the said Exhibit "A"; that he/she can read the English language; and that he/she has no knowledge of any key person with whom the bidder/offeror is doing business or has done business during the 365-day period immediately prior to the date of this affidavit whose name is not disclosed in the bid, offer, or contract.

Bidder/ Offeror/Contractor

Signature of Affiant

Bruce Goldman

Typed or Printed Name of Affiant

Owner

Title of Affiant

615 Blaze Blvd. Edinburg, TX 78539

Address

SUBSCRIBED AND SWORN to before me by the said BG this 28 day of January 2008, to certify which witness my hand and seal of office.

Notary Public in and for Hidalgo County, Texas.

Edna V. Rodriguez

Typed or printed name of notary

My commission expires:

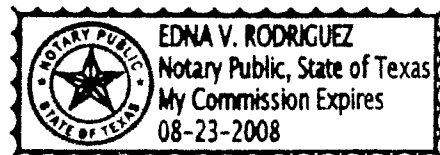


EXHIBIT "A"

ATTACHMENT 1

Bidder acknowledges that Bidder is doing business or has done business during the 365-day period immediately prior to the date on which this bid is due with the following key persons and warrants that these are the only such key persons:

- | | | |
|----|---|-----------------------------|
| 1. | <u>Brian Kelly Madden</u>
Print Name | <u>V-President</u>
Title |
| 2. | <u>Ron Haines</u>
Print Name | <u>Contrôller</u>
Title |

If no one is listed above, Bidder warrants that Bidder is not doing business and has not done business during the 365-day period immediately prior to the date on which this bid is due with any key person.

HIDALGO COUNTY
 OFF PREMISES STORAGE, RECORDS MANAGEMENT, PICK UP,
 RETRIEVAL & DELIVERY SERVICES" for

HIDALGO COUNTY
2008-45-02-06-otm

Vehicles:

List vehicles to be utilized for this Project: Make/Model, Vehicle Identification Numbers, License Plate Numbers, for each vehicle currently owned and/or leased by bidder which shall be covered under insurance requirements as set forth by Hidalgo County. (If additional space is required a second sheet is provided.) Vendor must provide the following information:

Year/ Make/Model	Vehicle Identification No.	License Plate No.	Vendor Owned or Leased
2001 Freightliner	1FVABSAK21HH88932	29WBV1	Owned
2005 Ford F150	1FTPW14565KE27798	33KJB1	Leased

II. System/Equipment:

List equipment that you will be utilizing to render the services detailed in the specifications.(i.e. shelving, file storage, tracking system).

"SEE ATTACHED"

III. Staffing:

Number of employees that will be assigned to render all specifications detailed herein for storage boxes for Hidalgo County? Explain staff positions and duties.

"SEE ATTACHED"

CTC DISTRIBUTING

Distribution • Consolidation • Fulfillment • Storage

615 Blaze Blvd.
Edinburg, TX 78539
Tel: (956) 686-4351
Fax: (956) 787-9804

II System/Equipment:

CTC Distributing will be utilizing the following systems, equipment, and services:

- Up to 30,000 sq. ft. of secure warehouse space dedicated to County business
 - Fully fenced facility located near the Court House in Hidalgo County at approximately W. Owassa Rd and Business 281 in Edinburg
 - Warehouse structure made of concrete tilt wall to protect against fire, theft, dust, debris, insects, and rodents
- Company owned bobtail and pick up truck dedicated to make unlimited pick up and deliveries
- Perlon Scanning System for electronic imaging
- Monarch Barcode Label System
- Interlink straight packing/shelving
- 24 hr security system monitored by Argus Security in conjunction with in-house surveillance cameras with a 3 month history viewing capability
- Storage boxes to meet County specifications (12W X 15L X 10H)
- Monthly and annual pest control service and inspection provided by Terminix
- Semi-annual warehouse sprinkler system inspection provided by FireCheck
- On-site contracted guard service provided Monday through Friday 5:00 a.m. to 10:00 p.m.
- Document inspection and viewing area provided to authorized county employees at CTC Distributing
- Monthly reports will be supplied as outlined in the requirements and specifications of the bid packet
- CTC Distributing will accept file requests from authorized County personnel in any manner preferred and instructed by the County (i.e. fax, email, phone)
- Document destruction/shredding services available upon request.

Notes:

- CTC Distributing is a bonded yard and CTPAT Certified since 2003
- All CTC Distributing personnel has passed U.S. Customs/FBI background checks in order to obtain our company's CTPAT certification
- Effective January 2008 CTC will be an official PODS franchisee www.pods.com with available on site self contained storage units and segregated indoor storage space for sensitive material.
- CTC Distributing will abide to all insurance and liability requirements as outlined in the bid packet

CTC DISTRIBUTING

Distribution • Consolidation • Fulfillment • Storage

615 Blaze Blvd.
Edinburg, TX 78539
Tel: (956) 686-4351
Fax: (956) 787-9804

III. Staffing

Warehouse Clerk I – one position to receive work orders from the County for both incoming and outgoing files and prepare all necessary documents. Controls inventory management of County files.

Warehouse Clerk II – one position to pull orders or from storage racks as instructed by the Warehouse Clerk I

Forklift Driver – one position to assist Warehouse Clerk II in storing and obtaining boxes in warehouse racks as outlined in CTC's inventory management system.

Driver – one position to pick up and/or deliver files to and from the County offices after the orders have been processed by Warehouse Clerk I and II.

EXHIBIT
“B”

BID PAGE

EXHIBIT "B"

BID PAGE

**"OFF PREMISES STORAGE, RECORDS MANAGEMENT,
PICK UP, RETRIEVAL & DELIVERY SERVICES" for**

HIDALGO COUNTY

BID NO.: 2008-45-02-06-otm

CTC Distributor

Hidalgo County will award to the responsible bidder submitting the **lowest bid** for the item(s) as specified/identified the Schedule of Items (Records Inventory List) and meeting all specifications/requirements for all departments.

All bidders must present costs on a monthly basis in equal amounts for up to 36 months. No deviation in monthly cost will be accepted. This is a term contract with a Firm fixed monthly rate regardless of the services provided. NO DEVIATIONS FROM HIDALGO COUNTY SPECIFICATIONS WILL BE ACCEPTED.

Hidalgo County will award this contract on a twelve (12) month yearly basis, commencing on the date of award and/or execution of contract. The County of Hidalgo has the sole option to renew and extend for an additional two (2) - one (1) year periods.

(A) PRICE FOR STORAGE OF CURRENT AND FUTURE RECORDS INVENTORY: DISTRICT CLERK'S OFFICE

MONTHLY \$ 23,267.00 ANNUAL \$ 279,204.00

(B) PRICE FOR STORAGE OF CURRENT AND FUTURE RECORDS INVENTORY: PURCHASING DEPARTMENT

MONTHLY \$ 863.00 ANNUAL \$ 10,356.00

(C) PRICE FOR STORAGE OF CURRENT AND FUTURE RECORDS INVENTORY: SHERIFF'S OFFICE

MONTHLY \$ 302.00 ANNUAL \$ 3624.00

(D) BIDDER IS TO PROVIDE A BID PRICE FOR STORAGE BOXES. (PLEASE SPECIFY BOX SIZE)

BID PRICE \$ 2.00 SIZE: 10 x 12 x 15

BID PRICE \$ 2.00 SIZE: 10 x 12 x 15

EXHIBIT

“C”

**INSURANCE
REQUIREMENTS**

PRODUCER (956)565-2481 FAX (956)565-2733
 McAfee Insurance Agency
 P. O. Box 625
 321 Second Street
 Mercedes, TX 78570

INSURED CTC Distributing, Ltd
 615 Blaze Blvd
 Edinburg, TX 78539

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: The Republic Group	
INSURER B: Texas Mutual Ins. Co.	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CMP5636060	11/21/2007	11/21/2008	EACH OCCURRENCE	\$ 1,000,00
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 200,00
						MED EXP (Any one person)	\$ 10,00
						PERSONAL & ADV INJURY	\$ 1,000,00
						GENERAL AGGREGATE	\$ 2,000,00
						PRODUCTS - COMP/OP AGG	\$ 2,000,00
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BAP5636061	11/21/2007	11/21/2008	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,00
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY EA ACC	\$
						AGG	\$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	UMB5636062	11/21/2007	11/21/2008	EACH OCCURRENCE	\$ 5,000,00
						AGGREGATE	\$ 5,000,00
							\$
							\$
							\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	TSF 0001176109	01/05/2008	01/05/2009	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$ 1,000,00
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,00
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,00

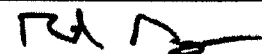
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 County of Hidalgo is names as an additional insured.

CERTIFICATE HOLDER

County of Hidalgo

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
 Richard Garza/JEN 

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

EXHIBIT

“D”

(CIQ)

**CONFLICT
OF INTEREST
QUESTIONNAIRE**

**(ORIGINAL MUST BE FILED BY
BIDDER AT THE HIDALGO COUNTY
CLERK’S OFFICE)**

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.
This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code
A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date

EXHIBIT

“E”

STATE OF TEXAS

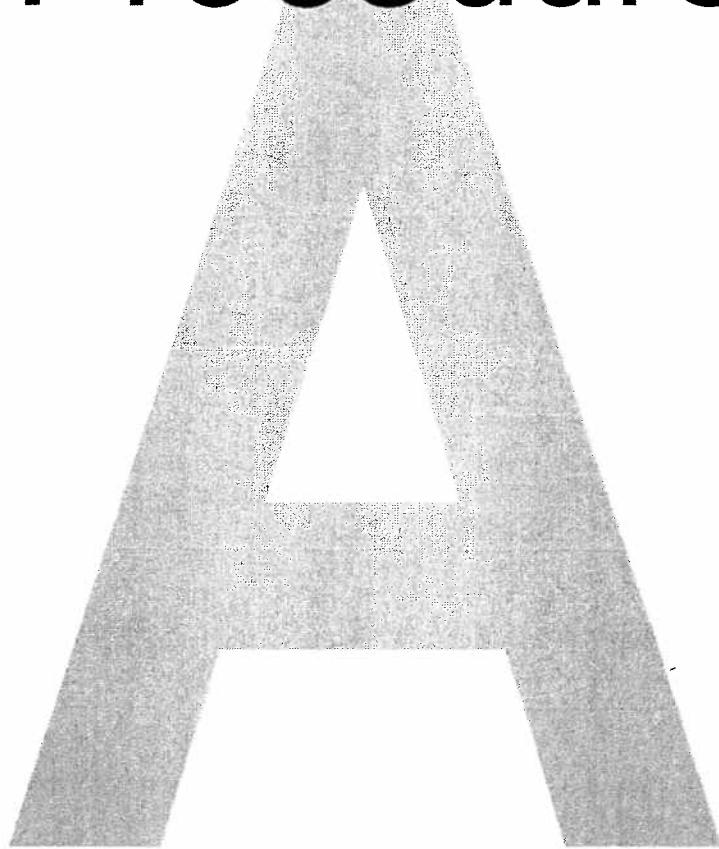
LIBRARY

COMMISSION

RULES AND

REGULATIONS

Microfilming Standards and Procedures



LOCAL GOVERNMENT BULLETIN A
JUNE 1996

*Comments or complaints regarding the programs and services of the
Texas State Library and Archives Commission*

May be addressed to:

Director and Librarian

PO Box 12927

Austin, Texas 78711-2927

512-463-5460; FAX 512-463-5436

*Copies of this publication are available in alternative format on request.
Published by the Texas State Library and Archives Commission, January 2001.*



Microfilming Standards and Procedures

LOCAL GOVERNMENT BULLETIN A

§204.001. Definitions.

In this chapter:

- (1) "Microfilm" means roll microfilm, microfiche, and all other formats produced by any method of microphotography or other means of miniaturization on film.
- (2) "Microfilming" means the methods, procedures, and processes used to produce roll microfilm, microfiche, or other microphotographic formats.

Source:

Acts 1989, 71st Legislature, Chapter 1248, Section 1, effective September 1, 1989.

§204.002. Authorization.

Any local government record may be maintained on microfilm in addition to or instead of paper or other media, subject to the requirements of this chapter and rules adopted under it.

Source:

Acts 1989, 71st Legislature, Chapter 1248, Section 1, effective September 1, 1989.

§204.003. Microfilm Produced Under Prior Law.

- (a) All microfilm produced before June 1, 1990, under prior law is validated to the extent the microfilm was produced in the manner and according to the standards prescribed by prior law.
- (b) In rules adopted under Section 204.004, the commission may establish procedures for the retrospective certification of uncertified or improperly certified microfilm produced before April 1, 1990, that otherwise meets the standards prescribed by prior law.

Source:

Acts 1989, 71st Legislature, Chapter 1248, Section 1, effective September 1, 1989.

§204.004. Standards and Procedures.

- (a) The commission shall adopt rules on or before April 1, 1990, establishing standards and procedures for the microfilming of local government records. The rules must be approved as required by Section 441.165, Government Code.

- (b) The rules must prescribe:
- (1) standards for film quality, resolution, density, definition, and chemical stability;
 - (2) tests and other methods of inspection required to establish that prescribed standards have been met;
 - (3) procedures for verifying that records have been filmed accurately;
 - (4) procedures for the certification of microfilmed records;
 - (5) standards for the use of editorial and technical targets on microfilm;
 - (6) standards for the production of use copies from and the storage of master microfilm negatives;
 - (7) procedures for the labeling and indexing of microfilmed records;
 - (8) procedures establishing the manner in which court case papers must be filmed;
 - (9) procedures for the expunction of criminal records on microfilm pursuant to court order;
 - (10) standards for computer-output microfilm; and
 - (11) standards for providing access by the members of the public to records on microfilm to which they are entitled under law.
- (c) In rules adopted under this section, the commission may establish differing standards and procedures for the microfilming of:
- (1) any permanent record;
 - (2) any record of a municipal, justice, county, or district court; or
 - (3) any record to which access is restricted under Chapter 424, Acts of the 63rd Legislature, Regular Session, 1973 (Article 6252-17a, Vernon's Texas Civil Statutes), or other state law.

Source:

Acts 1989, 71st Legislature, Chapter 1248, Section 1, effective September 1, 1989.

§204.005. Rules to be Updated.

The director and librarian shall monitor standards relating to microfilming developed for use by federal agencies or adopted by national organizations that develop and set standards in the fields of information and records management in order to recommend to the commission any needed amendments to rules.

Source:

Acts 1989, 71st Legislature, Chapter 1248, Section 1, effective September 1, 1989.

§204.006. Indexing.

An index to a microfilm record must show the same information that may be required by state law for an index to the same record if it is not microfilmed.

Source:

Acts 1989, 71st Legislature, Chapter 1248, Section 1, effective September 1, 1989.

§204.007. Destruction of Original Records.

- (a) Except as provided by Section 204.008, the original of a record that has been microfilmed pursuant to this chapter and rules adopted under it may be destroyed before the expiration of its retention period on a records retention schedule issued by the commission.
- (b) A list of the originals of microfilmed records destroyed shall be filed with the records management officer.
- (c) The microfilm record must be retained until the expiration of the retention period for the original record.

Source:

Acts 1989, 71st Legislature, Chapter 1248, Section 1, effective September 1, 1989.

§204.008. Destruction of Permanent Records.

- (a) The original of a permanent record may not be destroyed until a destruction authorization request is submitted to the director and librarian certifying that the microfilm of the record meets the standards of this chapter and rules adopted under it.
- (b) Requests shall be submitted by the records management officer or under the officer's direction or, if a records management officer has not yet been designated under Section 203.025, by the custodian of the microfilm records.
- (c) If the director and librarian or the designee of the director and librarian approves the request, the original record may be destroyed.
- (d) In lieu of destruction, the director and librarian may require that the original record be transferred to the custody of the commission.
- (e) If the director and librarian or the designee of the director and librarian disapproves the request, the reasons for the disapproval shall be stated in writing within a reasonable time to the records management officer or custodian. The original records may not be destroyed until the microfilm of the records is brought into compliance with this chapter and the rules adopted under it as evidenced by the submission of a new destruction authorization request.
- (f) The director and librarian shall determine the form and manner of submission of destruction authorization requests required by this section.

Source:

Acts 1989, 71st Legislature, Chapter 1248, Section 1, effective September 1, 1989.

§204.009. Microfilm of Permanent Records to be Supplied.

- (a) A local government or elected county officer, at the request of the director and librarian, shall supply to the commission a copy of the microfilm of any permanent record to which access is not restricted by law.
- (b) The commission shall reimburse the local government or elected county officer for the cost of the copy. If the film duplication is performed by the local government or elected county officer, the cost must be the same as that paid by state agencies to the Texas State Library for a similar microfilm copy. If the film duplication is done by a commercial microfilming service under contract with the local government or elected county officer, the cost of the copy may not exceed the cost paid by the local government or elected county officer for a copy under the contract.
- (c) The director and librarian or an employee of the commission may not provide certified copies of a record on microfilm obtained under this section without the consent of the original local custodian of the record.

Source:

Acts 1989, 71st Legislature, Chapter 1248, Section 1, effective September 1, 1989.

§204.010. Commercial Microfilm Storage Facilities.

- (a) The commission may establish a program for the certification of commercial microfilm storage facilities for the storage of the master microfilm negatives of local government records.
- (b) If the commission establishes a certification program, the procedures of this subsection apply. On request by the commercial storage facility, the director and librarian shall inspect the facility to determine if the facility meets the minimum standards established by the commission under Section 204.004 for the storage of the microfilm of local government records. If the commercial storage facility meets the minimum standards established by the commission, the name of the facility shall be added to a list of certified storage facilities to be prepared by the director and librarian and made available on request to a local government, elected county officer, or other interested party. The inspection and certification of commercial storage facilities shall be on a fee basis to be determined by the commission.
- (c) The commission shall determine the period a certification made under this section is effective.

Source:

Acts 1989, 71st Legislature, Chapter 1248, Section 1, effective September 1, 1989.

§204.011. Effective as Original Record.

- (a) A microfilmed record created in compliance with this chapter and rules adopted under it, including microfilm validated by Section 204.003, is an original record and shall be accepted by any court or administrative agency of this state.
- (b) If issued and certified by a local government recordkeeper, a copy on paper or film of a microfilmed record shall be accepted by a court or administrative agency of this state as a certified copy of an original record.

Source:

Acts 1989, 71st Legislature, Chapter 1248, Section 1, effective September 1, 1989.

TEXAS ADMINISTRATIVE CODE

TITLE 13, CHAPTER 7

§7.21. Definitions.

The following words and terms, when used in these sections, have the following meanings, unless the context clearly indicates otherwise. Terms not defined in these sections have the meanings defined in the Local Government Code, Chapter 201, or technical report AIIM TR2 adopted by reference in §7.22(a) (relating to Adopted National Standards) of this title.

Aperture card—A card with a rectangular opening(s) into which 16mm/35mm microfilm frames can be inserted, mounted, or premounted.

Batch—A quantity of chemicals or film which has been prepared at one time, and which has been identified through labeling or through other means by the manufacturer as a batch or lot.

CAD (computer assisted design)—A method of creating microimages by computer-driven laser.

Convenience film—Microfilm copies of records created only for convenience of use and considered nonrecords under the Local Government Code, §201.003(8).

Declaration by the camera operator—A target photographed on film following the filmed records that provides identification of beginning and ending records on the film; signature of the camera operator; date the declaration was filmed; and reduction range, if more than one ratio has been used.

Diazo—A photographic film containing one or more photosensitive layers composed of diazonium salts in a polymeric material which react with coupler(s) to form an azo dye image after film processing.

Duplicate microfilm—A microfilm copy made from the original or master negative. Can be silver, diazo or vesicular film.

Essential record—Any local government record necessary to the resumption or continuation of government operations in an emergency or disaster, to the re-creation of the legal and financial status of the government, or to the protection and fulfillment of obligations to the people of the state.

Local government record—Any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic and regardless of whether public access to it is open or restricted under the laws of the state, created or received by a local government or any of its officers or employees pursuant to law, including an ordinance, or in the transaction of public business, except for materials excluded under the Local Government Code, Chapter 201.

Microfilm—Roll microfilm, microfiche, computer output microfilm (COM), and all other formats produced by any method of microphotography or other means of miniaturization on film.

Microfilm container—Generic term for any enclosure in close or direct contact with film such as a reel, can, bag, folder, sleeve (sheath), jacket, envelope, window mount or mat, slide mount, carton, cartridge, cassette, and aperture card.

Microfilming—The methods, procedures, and processes used to produce microfilm.

Needs assessment—A documented process to determine the feasibility and justification for microfilming records including consideration of the retention period and activity rate of the records, advantages and limitations of alternate records media, protection of essential records, access or retrieval concerns, and cost comparisons.

Original microfilm—Film produced directly from the record (also known as first-generation microfilm and camera film).

Records custodian—The appointed or elected public officer who by the state constitution, state law, ordinance, or administrative policy is in charge of an office that creates or receives local government records.

Records management officer—The person identified under the Local Government Code, §203.001 or designated under the Local Government Code, §203.025 as the records management officer.

Records series—A group of identical or related records that are normally used and/or filed together, and that permit evaluation as a group for retention scheduling purposes.

Retention period—The minimum time that a local government record must be retained as established on a records retention schedule adopted under §7.125 of this title (relating to Records Retention Schedules).

Security copy—Either the original microfilm or a duplicate that is stored offsite for the full retention period of the record.

Step-and-repeat system—A method of microfilming by which images are directly placed on an area of film according to a predetermined format, usually in orderly rows and columns.

Title page—A target photographed on film stating that the records are microfilmed in the regular course of business and identifying the name of the government and office of origin, if applicable; name and title of the current records custodian/officer; name and location of service bureau, if applicable; reduction ratio; records series title; inclusive dates of records and volume numbers or serial numbers needed to clearly identify the records; and restriction or classification, if applicable.

Vesicular—Photographic film containing one or more photosensitive layers composed of diazonium salt in a thermoplastic material.

Source:

The provisions of this Section 7.21 adopted to be effective June 12, 1966, 21 TexReg 4990.

§7.22. Adopted National Standards.

(a) The commission adopts by reference the following copyrighted standards and recommended practices issued by the American National Standards Institute (ANSI) and/or the Association for Information and Image Management (AIIM) as minimum requirements for all microfilming of local government records where these sections do not specify a standard or practice. A copy of each of the standards adopted in this section is on file and available for public inspection during regular working hours at the State and Local Records Management Division, Texas State Library, 4400 Shoal Creek Boulevard, Austin, TX 78756. The standards are distributed by and available from the Association for Information and Image Management, Suite 1100, 1100 Wayne Avenue, Silver Spring, MD 20910-5699.

(1) AIIM TR2-1992, Glossary of Imaging Technology.

- (2) AIIM TR11-1987 with 1993 addendum, Microfilm Jacket Formatting and Loading Techniques.
- (3) AIIM TR12-1988, Bar Coding on Microfiche for Production and Dynamic Distribution Control.
- (4) ANSI IT9.2-1991, Imaging Media - Photographic Processed Films, Plates, and Papers - Filing Enclosures and Storage Containers.
- (5) ANSI IT9.5-1992, Imaging Media (Film) - Ammonia-Processed Diazo Films - Specifications for Stability.
- (6) ANSI IT9.11-1991, Imaging Media - Processed Safety Photographic Film - Storage.
- (7) ANSI IT9.12-1991, Photography - Processed Vesicular Photographic Film - Specifications for Stability.
- (8) ANSI/AIIM MS1-1988, Recommended Practice for Alphanumeric Computer-Output Microforms - Operational Practices for Inspection and Quality Control.
- (9) ANSI/AIIM MS5-1992, Microfiche.
- (10) ANSI/AIIM MS8-1988, Image Mark (Blip) Used in Image Mark Retrieval Systems.
- (11) ANSI/AIIM MS11-1987, Microfilm Jackets.
- (12) ANSI/AIIM MS14-1988, Specifications for 16mm and 35mm Roll Microfilm.
- (13) ANSI/AIIM MS17-1992, Micrographics - Rotary (Flow) Microfilm Camera Test Chart and Test Target - Descriptions and Use.
- (14) ANSI/AIIM MS18-1992, Micrographics - Splices for Imaged Microfilm - Dimensions and Operational Constraints.
- (15) ANSI/AIIM MS19-1993, Standard Recommended Practice - Identification of Microforms.
- (16) ANSI/AIIM MS23-1991, Practice for Operational Procedures/Inspection and Quality Control of First-generation, Silver Microfilm of Documents.
- (17) ANSI/AIIM MS28-1987, Alphanumeric COM Quality Test Slide.
- (18) ANSI/AIIM MS39-1987, Recommended Practice for Operational Procedures, Quality Control and Inspection of Graphic Computer-Output Microforms.
- (19) ANSI/AIIM MS42-1989, Recommended Practice for the Expungement, Deletion, Correction, or Amendment of Records on Microforms.
- (20) ANSI/AIIM MS43-1988, Recommended Practice for Operational Procedures/Inspection and Quality Control of Duplicate Microforms of Documents and From COM.
- (21) ANSI/AIIM MS45-1990, Recommended Practice for Inspection of Stored Silver-Gelatin Microforms for Evidence of Deterioration.

- (22) ANSI/AIIM MS51-1991, Micrographics - ISO Resolution Test Chart No. 2 - Description and Use.
 - (23) ANSI/NAPM IT9.1-1992, Imaging Media (Film) - Silver-Gelatin Type - Specifications for Stability.
 - (24) ANSI/NAPM IT9.17-1993, Photography - Determination of Residual Thiosulfate and Other Related Chemicals in Processed Photographic Materials - Methods Using Iodine-Amylose, Methylene Blue and Silver Sulfide.
- (b) In case of conflict between any standard adopted by reference in subsection (a) of this section and any provision of these sections, these sections prevail.

Source:

The provisions of this Section 7.22 adopted to be effective June 12, 1966, 21 TexReg 4990.

§7.23. General.

- (a) These sections apply to the microfilming of any local government record that is to be maintained solely in microfilm format and to all microfilm, which is created or maintained for the full retention period of the record as a backup or security copy of a local government record. These sections do not apply to convenience film.
- (b) Microfilming of records must be in compliance with an approved records control schedule except, if a local government does not have an approved schedule, a microfilming needs assessment must be completed to determine if filming is justified.
- (c) For microfilm maintained as roll film, no more than one records series is permitted on each roll of microfilm.
- (d) For essential records that are microfilmed, there must be a security copy stored offsite.
- (e) The originals of records or source documents that have been microfilmed may be destroyed prior to the expiration of their retention periods only if the microfilm complies with these sections and in accordance with the Local Government Code, §§204.007-204.008.
- (f) After the completion of the production tests and inspections required under §7.25 of this title (relating to Microfilm Production Tests and Inspections), original microfilm must not be unwound and used for any purpose except:
 - (1) to produce duplicate copies of the film;
 - (2) to carry out inspections under §7.27 of this title (relating to Inspection of Stored Original Microfilm);
 - (3) to expunge records as required by §7.32 of this title (relating to Expungement); or
 - (4) to destroy records as required by §7.33 of this title (relating to Destruction of Microfilmed Records).
- (g) Microfilm produced for a local government is the property of the local government, and the local government and its records management officer have the same responsibilities for ensuring the management and preservation of microfilmed records under the Local Government Code, Title 6, Subtitle C, as if the records were not microfilmed.

- (h) If a service provider is used for the filming, processing, and/or storage of local records, a written agreement must be in place to provide access in compliance with local, state, and federal laws or delivery of the records as needed by the local government and to allow inspections of the microfilm facilities by the records management officer, records custodian, or other authorized representative of the governing body of the local government.
- (i) All microfilm produced before the effective date of these sections is validated to the extent the microfilm was produced in the manner and according to the standards prescribed by prior law or the provisions of Local Government Code, Chapter 204, and the rules adopted under it.

Source:

The provisions of this Section 7.23 adopted to be effective June 12, 1966, 21 TexReg 4990.

§7.24. Microfilm Production Procedures.

- (a) Standards for original microfilm.
 - (1) First-generation, silver microfilm - ANSI/AIIM MS23.
 - (2) Microfiche - ANSI/AIIM MS5.
 - (3) Roll microfilm - ANSI/AIIM MS14.
 - (4) Splices for microfilm - ANSI/AIIM MS18.
 - (5) The quality-index graph in standard ANSI/AIIM MS23 must be used to determine the minimum quality index for all microfilm of essential and permanent records and for 10% of the total volume of microfilm of other records. All microfilm of permanent and essential records must meet a minimum quality index level of 5.0. Microfilm of other records must meet a minimum quality index level of 3.6.
- (b) Standards for microfilm duplicates.
 - (1) ANSI/AIIM MS43 and the following standards, as applicable.
 - (2) Diazo film - ANSI IT9.5.
 - (3) Vesicular film - ANSI IT9.12.
 - (4) Silver film - ANSI/NAPM IT9.1.
- (c) Film specifications.
 - (1) Original microfilm must meet standard ANSI/NAPM IT9.1, except where these sections specifically state otherwise.
 - (2) Film with a polyester base must be used for records having a retention period of 10 years or more.
 - (3) Any film type may be used for records having a retention period of less than 10 years, provided the microfilmed record will last for the required retention period.
- (d) Indexing.

- (1) The indexing and retrieval system to be used must be determined before preparing documents for filming.
 - (2) The records must be arranged, identified, and indexed for filming so that an individual document or a series of documents can be located on film.
 - (3) Any use of image marking must comply with standard ANSI/AIIM MS8.
 - (4) In those instances where records are not self-indexing, (i.e. not in a readily identifiable numeric or alphabetic sequence) an index must be maintained.
- (e) Document preparation.
- (1) All imperfections that affect the legibility of a document must be repaired, if possible, and if allowed by the records management officer or records custodian.
 - (2) Documents must be filmed in an orderly sequence and misplaced pages, folders or other file units must be put in the correct order.
 - (3) The film must be as complete a record of the file as possible. Problems with missing file units, incorrect pagination, illegible pages, etc. must be documented by inserting and filming targets, as specified in standard ANSI/AIIM MS23.
 - (4) Whenever possible, targets must all face the same direction as the records being microfilmed.
- (f) Image sequence for filming.
- (1) The image sequence on roll microfilm must be at a minimum:
 - (A) leader with a minimum of 700 millimeters (28 inches) of blank film;
 - (B) density target and resolution target;
 - (C) title page;
 - (D) records on film;
 - (E) declaration by camera operator;
 - (F) density target and resolution target; and
 - (G) trailer with a minimum of 700 millimeters (28 inches) of blank film.
 - (2) The filming sequence for retakes/additions on all microfilm must be:
 - (A) title target identifying the retake/addition records;
 - (B) the retake/addition records; and
 - (C) declaration by camera operator.
 - (3) Retakes/additions can be spliced either before the density and resolution targets at the beginning of the film or after the density and resolution targets at the end of the film. Retakes/additions can be on another roll of film if cross-indexed to the original role on the title target and the container label.

Source:

The provisions of this Section 7.24 adopted to be effective June 12, 1966, 21 TexReg 4990.

§7.25. Microfilm Production Tests and Inspections.

(a) The following tests must be performed on microfilm as indicated.

(1) Methylene blue test.

- (A) A methylene blue test for conventionally processed silver-gelatin film must be performed on all original microfilm in compliance with standard ANSI/NAPM IT9.17.
- (B) A test must be performed on a strip of processed, clear, and unexposed film approximately six inches long from the original microfilm or on a process control strip at least once each week during which processing is done.
- (C) A test must also be performed whenever a batch of fixer or developer is changed, or when changes in processing such as replacement or addition of filter, water softener, or replenishing system are made, or when water is changed.
- (D) If processing is performed by a service bureau, a test performed for one local government may satisfy this requirement for more than one local government.
- (E) If film fails to meet the standards established by these sections, it must be rewashed and retested within 14 days of initial processing.
- (F) Once a year, two test strips must be taken from the same microfilm; one must be sent to an independent testing laboratory and the other to the laboratory, which performs the weekly test, for verification of test results.
- (G) If either test result is greater than 0.014 grams per square meter, the records management officer or records custodian must identify and remedy the cause of the deviation from the required standard.

(2) Density test.

- (A) A density test must be performed on all original microfilm in compliance with standard ANSI/AIIM MS23 and the background density must be in accordance with that standard.
- (B) Densitometer used must be calibrated daily, when in use.

(3) Resolution test.

- (A) A resolution test must be performed on all original microfilm in compliance with standard ANSI/AIIM MS23.
- (B) The resolution target must meet the following standards:
 - (i) ANSI/AIIM MS17; and/or
 - (ii) ANSI/AIIM MS19; and/or
 - (iii) ANSI/AIIM MS51.

- (C) Photocopies of the resolution target must not be used for testing.
 - (D) Resolution target images must be evaluated under a microscope to determine if resolution loss from duplicating is acceptable. A duplicate of a first-generation film must have a resolution loss of no more than one test pattern of the test objects described in ANSI/AIIM MS51.
- (b) Original processed microfilm must be visually inspected according to the following procedures.
- (1) Within two weeks of completion of the methylene blue test, a visual inspection of microfilm must be completed to verify legibility.
 - (2) Film of essential records or records having a retention period of 10 years or more must be inspected image by image.
 - (3) Film of nonessential records having a retention period of less than 10 years must be inspected at least every three meters (10 feet) of each roll or every third fiche.
 - (4) Images of documents must be uniformly placed on the film and must be free of any defects in the filming area that would interfere with the documents being read.
 - (5) If a defect is found on any microfilm, the microfilm immediately preceding and following the sample of microfilm on which the defect was found must be inspected. If a defect is found on those microfilms, the uninspected microfilm preceding and/or following those microfilms must be inspected image by image until all defective film has been identified.
- (c) Testing and Inspection of Equipment.
- (1) Cameras and ancillary equipment must be calibrated, tested, or otherwise inspected and adjusted at least twice annually or more often if required to comply with manufacturer's specifications or recommended operating and maintenance procedures.
 - (2) Processors must be monitored on a scheduled basis with process control strips (sensitometric strips) at a minimum at the start of processing each day and whenever a batch of film, fixer, or developer is changed, or when changes in processing such as replacement or addition of filter, water softener, or replenishing system are made, or when water is changed.

Source:

The provisions of this Section 7.25 adopted to be effective June 12, 1966, 21 TexReg 4990.

§7.26. Storage of Original Microfilm.

- (a) Original microfilm must be stored in a separate building from that in which duplicate copies, if any, or the original records are housed, and under conditions that meet the requirements of this section.
- (b) Microfilm must be stored in a storage room or vault that complies with the following:
 - (1) is separate from other types of storage, offices, or work areas and offers protection from fire, water, steam, structural collapse, unauthorized access, and other potential hazards;
 - (2) is equipped with a fire alarm system and capable of preventing temperatures inside the storage room/vault from exceeding 150 degrees Fahrenheit and the relative humidity inside the storage

room/vault from exceeding 85% for up to two hours in the event of a fire external to the storage room/vault;

- (3) if constructed or readapted after 1991 to serve as a microfilm storage facility, is equipped with a fire suppression system and with automatic fire control dampers in ducts carrying air to and from the storage room/vault;
- (4) if needed, is equipped with a system capable of removing those gaseous impurities in the surrounding environment as specified in standard ANSI IT9.11;
- (5) if subject to invasion of solid particles that can abrade film or react on the images, has mechanical filters or electrostatic precipitators installed with a cleaning efficiency of at least 80% when tested with atmospheric air in accordance with standard ANSI IT9.11;
- (6) has approximately 0.05 inch of pressure above atmospheric pressure; e.g., a positive air pressure is maintained within the storage room or vault; and
- (7) has adequate temperature and humidity controls.
 - (A) For microfilm of records with a retention of 10 years or more, temperature must not exceed 70 degrees Fahrenheit, and a constant relative humidity of 35% must be maintained with a maximum variance of plus/minus 5.0% relative humidity in a 24-hour period.
 - (B) For microfilm of records with a retention of less than 10 years, the maximum temperature must not exceed 77 degrees Fahrenheit, and a relative humidity range between 20% and 50% must be maintained with a maximum variation of plus/minus 5.0% relative humidity in a 24-hour period.

(c) Standards for microfilm containers and storage housings.

- (1) A microfilm container must be used for processed microfilm to protect the film and facilitate identification and handling.
- (2) Chemically stable materials such as noncorrosible metals (anodized aluminum or stainless steel), peroxide-free plastics, and acid-free paper must be used for containers to ensure no degradation is caused to the image.
 - (A) If an adhesive is used, it must have no harmful effect on the photographic images.
 - (B) Inks used on the container and on the label must not be a source of products that may damage the film or the enclosure itself.
 - (C) Paper that is free of chemicals harmful to the film may be used to secure roll film, if needed.
- (3) Container label information must include:
 - (A) whether the film is original microfilm or a duplicate, including generation number if known;
 - (B) identification number;
 - (C) name of government and office of origin, if applicable;

- (D) records series title;
 - (E) inclusive dates of records;
 - (F) the beginning and ending records; and
 - (G) retakes/additions, if applicable.
- (4) Microfilm must be stored in a closed housing or may be stored on open shelves or racks if the film is in closed containers.
 - (5) Storage housing materials must be noncombustible and noncorrosive.
 - (6) Storage housing and containers must not be overloaded and film must not be stored under pressure.
- (d) Films of different generic types, such as silver-gelatin, diazo, and vesicular films, must not be stored in the same storage room/vault or in rooms sharing common ventilation.

Source:

The provisions of this Section 7.26 adopted to be effective June 12, 1966, 21 TexReg 4990.

§7.27. Inspection of Stored Original Microfilm.

- (a) An inspection of stored original microfilm must be conducted in accordance with the following standards:
 - (1) ANSI IT9.11;
 - (2) ANSI/AIIM MS45; and
 - (3) ANSI/NAPM IT9.1.
- (b) When inspection is done, the sample of microfilm to be inspected for each storage room or vault, if more than one, must be 1/1000th of the total volume of stored microfilm or at least 100 microforms (rolls, jackets, microfiche, aperture cards, COM, etc.) whichever is greater. Sampling procedures must be established that will assure that all parts of the group of microfilm are represented.
- (c) An inspection of stored microfilm must be conducted every two years, except if the microfilm has been stored under temperature and/or humidity conditions other than those specified in these sections, it must be inspected yearly.
- (d) Containers used to store the film must be inspected for evidence of rust, corrosion, or other deterioration and replaced, if needed.
- (e) Original microfilm must be inspected on a light box with rewinds or comparable equipment, which will not scratch the film.
- (f) If deterioration is found, a more extensive inspection must be conducted to locate all deteriorating film.
- (g) Any deteriorating film must immediately be removed from the storage area and the problem corrected before returning the film to storage.

Source:

The provisions of this Section 7.27 adopted to be effective June 12, 1966, 21 TexReg 4990.

§7.28. Computer Output Microfilm (COM).

- (a) Standards for COM are the same as other microfilm formats, except as stated in this section.
- (b) The COM original must be wet processed silver-gelatin film for essential records and records with a retention of 10 years or more.
- (c) The following standards for production, testing, and inspection of COM must be met:
 - (1) ANSI/AIIM MS1;
 - (2) ANSI/AIIM MS5;
 - (3) ANSI/AIIM MS28;
 - (4) ANSI/AIIM MS39;
 - (5) ANSI/AIIM MS43; and
 - (6) ANSI/NAPM IT9.17.
- (d) If bar coding is used, the procedures in technical report AIIM TR12 must be followed.
- (e) The COM original must be visually inspected every 10 feet.
- (f) Eye-legible titling information must include the following:
 - (1) name of government and office of origin, if applicable;
 - (2) records series title;
 - (3) date(s) of records; and
 - (4) starting and/or ending indexing information.
- (g) A reduction ratio not exceeding 48:1 must be used.
- (h) Adherence to the provisions of §7.24(f) of this title (relating to Image Sequence for Filming) is not required.

Source:

The provisions of this Section 7.28 adopted to be effective June 12, 1966, 21 TexReg 4990.

§7.29. Jacketing.

- (a) Standards for jacketed microfilm are the same as other microfilm formats, except as stated in this section.

- (b) Original microfilm may be placed in a jacket, if there is a security copy stored according to the provisions of §7.26 of this title (relating to Storage of Original Microfilm) and inspected according to the provisions of §7.27 of this title (relating to Inspection of Stored Original Microfilm).
- (c) The following must be included in the jacket header information:
 - (1) name of government and office of origin, if applicable;
 - (2) records series title;
 - (3) date(s) of records; and
 - (4) starting and/or ending indexing information.
- (d) Header information must be created with a black carbon-type ribbon or ink that will not bleed, spread, or transfer.
- (e) Microfilm jackets must comply with ANSI/AIIM MS11.
- (f) The procedures in AIIM TR11 must be used for the jacketing of film.
- (g) If using a strip film processor camera, the density test and resolution test for original microfilm must be conducted at a minimum of once every roll or every 3,000 images.

Source:

The provisions of this Section 7.29 adopted to be effective June 12, 1966, 21 TexReg 4990.

§7.30. Aperture Card/CAD Systems.

- (a) Standards for film produced by aperture card/CAD systems are the same as other microfilm formats, except as stated in this section.
- (b) The original microfilm and enclosure must pass the photographic activity test criteria outlined in the standard ANSI IT 9.2.
- (c) A density test and a resolution test must be conducted on a sample of original microfilm at a minimum of once every 250 cards or every 1,000 images, whichever is greater.
- (d) Aperture cards must have the following information on label headings:
 - (1) name of government and office of origin, if applicable;
 - (2) records series title;
 - (3) date(s) of records; and
 - (4) unique identifier.
- (e) Adherence to the provisions of §7.24(f) of this title (relating to Image Sequence for Filming) is not required.

Source:

The provisions of this Section 7.30 adopted to be effective June 12, 1966, 21 TexReg 4990.

§7.31. Step-and-Repeat Systems.

- (a) Standards for film produced by step-and-repeat systems are the same as other microfilm formats, except as stated in this section.
- (b) Silver-gelatin microfilm in roll or microfiche form must be used for original microfilm.
- (c) A density test and a resolution test for original microfilm must be conducted at the beginning of each day of filming and at a minimum of once every roll, or if using precut film, every 3,000 images.
- (d) Adherence to the provisions of §7.24(f) of this title (relating to Image Sequence for Filming) is not required.

Source:

The provisions of this Section 7.31 adopted to be effective June 12, 1966, 21 TexReg 4990.

§7.32. Expungement.

- (a) Expungement of records must comply with statutory law and standard ANSI/AIIM MS42.
- (b) If roll film is spliced, the following information must be inserted in place of the expunged record(s):
 - (1) a start of expungement target;
 - (2) replacement documents for documents that were expunged (if necessary);
 - (3) an expungement certificate containing the following information:
 - (A) the number of the district court ordering the expungement;
 - (B) the signature, printed name, and title of the custodian of expunged records;
 - (C) the date of expungement.
- (c) If the abrasion method is used, an expungement certificate must be maintained that includes the information specified by subsections (b)(3)(A)-(C) of this section and other information sufficient to identify the microfilm and the image location, if applicable. This certificate must be preserved until the microfilm's final disposition.
- (d) Images on film must not be expunged by punching holes through film, by using opaque, by blotting images with ink-type pen, or by using chemical means such as potassium dichromate (bleach) on film emulsion.
- (e) Expungement certificates must not be used when an amended certificate of birth is prepared and filed based on adoption, legitimation, or paternity determination. No evidence may be retained in the microfilm, index, or cross-reference through which the confidentiality of adoption, legitimation, or paternity actions may be directly or indirectly violated.

Source:

The provisions of this Section 7.32 adopted to be effective June 12, 1966, 21 TexReg 4990.

§7.33. Destruction of Microfilmed Records.

- (a) Microfilmed records must be destroyed only in accordance with the Local Government Code, §§202.001-202.003.
- (b) Microfilmed records scheduled for destruction must be disposed of in a manner that ensures protection for any sensitive or confidential information.
- (c) Destruction of records on a roll of microfilm containing multiple record series must be done by destroying the whole roll of film at the time the records on the film that have the longest retention period are eligible for destruction or, if filmed prior to the effective date of these standards, by deleting the section of the film containing records eligible for destruction and splicing the film. If the film is spliced, a destruction notice containing the following information must be inserted in place of the deleted records:
 - (1) the record series title and the inclusive dates of the records;
 - (2) the signature, printed name, and title of the custodian of the deleted records;
 - (3) the date of the deletion.

Source:

The provisions of this Section 7.33 adopted to be effective June 12, 1966, 21 TexReg 4990.

§7.34. Documentation and Recordkeeping.

- (a) Microfilm production, including testing, and inspection.
 - (1) Records management officers or records custodians must require documentation to be maintained that identifies titles of records filmed, quality control tests conducted, the results of quality control tests, dates records filmed, disposition of records after filming, dates film processed, disposition of film, reduction ratio used, records series contained on each microfilm, and equipment on which each microfilm was filmed and processed. The documentation must be retained until final disposition of all microfilm documented in the log or equivalent.
 - (2) If filming or processing is done by a service bureau, the local government must obtain a statement of the results of density, resolution, methylene blue, and visual inspection tests from the service bureau attesting to the accurate reproduction of records filmed.
- (b) Microfilm storage inspections.
 - (1) The following information must be recorded for each inspection of stored microfilm.
 - (A) the quantity and identification of microfilm inspected;
 - (B) the condition of the microfilm, including description of any deterioration;
 - (C) any corrective action required;
 - (D) the date(s) of inspection and signed certification of inspector; and
 - (E) the date any corrective action was completed.

- (2) The inspection log of stored microfilm must be maintained by year and within each year numerically according to microfilm identifier or number.

(c) Microfilm program procedures, training, and reviews.

- (1) Written procedures must be prepared for the microfilm program and periodically updated to reflect current practice and at a minimum must include a description of:
 - (A) purpose of microfilm program;
 - (B) microfilm production including tests and inspections;
 - (C) storage of microfilm;
 - (D) inspection of stored microfilm;
 - (E) destruction of microfilmed records including expungement of information on microfilm;
and
 - (F) documentation maintained.
- (2) Staff training on microfilm procedures must be documented.
- (3) The microfilm program must be reviewed by the records management officer or the records custodian yearly for compliance with the Local Government Code, Chapter 204 and these sections.

Source:

The provisions of this Section 7.34 adopted to be effective June 12, 1966, 21 TexReg 4990.

§7.35. Public Access to Information on Microfilm.

Local governments must adopt procedures to ensure that the public has the same access to information on microfilm as they would be entitled to if the information were recorded in another medium and to protect access to confidential information on microfilm. Where microfilm is the record medium, a paper copy, duplicate microfilm, or other type of copy must be made available for public use. The local government must not provide the original microfilm for public access.

Source:

The provisions of this Section 7.35 adopted to be effective June 12, 1966, 21 TexReg 4990.

Electronic Records

Standards and Procedures

B



LOCAL GOVERNMENT BULLETIN B
JULY 1998

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Electronic Records

Standards and Procedures

LOCAL GOVERNMENT BULLETIN B

Local Government Code
Chapter 205. Electronic Storage of Records.

Section 205.001. Definitions.

In this chapter:

- (1) "Electronic storage" means the maintenance of local government record data in the form of digital electronic signals on a computer hard disk, magnetic tape, optical disk, or similar machine-readable medium.
- (2) "Local government record data" means the information that by law, regulation, rule of court, ordinance, or administrative procedure in a local government comprises a local government record as defined by Section 201.003.
- (3) "Source document" means the local government record from which local government record data is obtained for electronic storage. The term does not include backup copies of the data in any media generated from electronic storage.

Source:

Added by Acts 1989, 71st Leg., ch. 1248, Sec. 1, eff. Sept. 1, 1989.

Section 205.002. Authorization.

Any local government record data may be stored electronically in addition to or instead of source

documents in paper or other media, subject to the requirements of this chapter and rules adopted under it.

Source:

Added by Acts 1989, 71st Leg., ch. 1248, Sec. 1, eff. Sept. 1, 1989.

Section 205.003. Standards and Procedures to be Adopted.

- (a) The commission shall adopt rules establishing standards and procedures for the electronic storage of any local government record data of permanent value and may adopt rules establishing standards and procedures for the electronic storage of any local government record data whose retention period is at least 10 years on a records retention schedule issued by the commission. The rules must be approved as required by Section 441.165, Government Code.
- (b) With regard to the types of local government record data covered by Subsection (a), the rules may require or prescribe:
 - (1) standards and procedures for the generation of backup or preservation copies of the local government record data on paper, microfilm, electronic, or other approved media;
 - (2) standards and procedures for the recopying or duplication of the magnetic tape, optical disk, or similar machine-readable medium on which the local government record data are stored;
 - (3) standards and procedures for the physical storage and maintenance of magnetic tapes, optical disks, or similar machine-readable media;
 - (4) standards and procedures for providing access by members of the public to electronically stored local government record data to which they are entitled under law; and
 - (5) other standards and procedures that the commission considers necessary to ensure the availability, readability, or integrity of the local government record data.

Source:

Added by Acts 1989, 71st Leg., ch. 1248, Sec. 1, eff. Sept. 1, 1989.

Section 205.004. Rules to be Updated.

The director and librarian shall monitor standards and procedures relating to electronic storage developed for use by federal agencies or adopted by national organizations that develop and set

standards in the fields of records and information management in order to recommend to the commission any needed amendments to rules.

Source:

Added by Acts 1989, 71st Leg., ch. 1248, Sec. 1, eff. Sept. 1, 1989.

Section 205.005. Supreme Court Rules.

This chapter is not intended to conflict with Subchapter I, Chapter 51, Government Code, relating to the electronic filing of certain documents in district and county courts. The commission shall incorporate any rules adopted under that subchapter into its own.

Source:

Added by Acts 1989, 71st Leg., ch. 1248, Sec. 1, eff. Sept. 1, 1989.

Section 205.006. Index.

An index to local government record data stored electronically must provide the same information that may be required by state law for an index to the source document, if applicable.

Source:

Added by Acts 1989, 71st Leg., ch. 1248, Sec. 1, eff. Sept. 1, 1989.

Section 205.007. Electronic Storage Authorization Requests.

- (a) Before the electronic storage of any local government record data of permanent value or, if stipulated in commission rules, any local government record data whose retention period is at least 10 years on a records retention schedule issued by the commission, an electronic storage authorization request shall be submitted to the director and librarian for approval.
- (b) Electronic storage authorization requests shall be submitted by the records management officer or under the officer's direction or, if a records management officer has not yet been designated under Section 203.025, by the custodian of the local government record data to be stored electronically.
- (c) If the director and librarian or the designee of the director and librarian approves the request, the local government record data may be stored electronically.
- (d) If the director and librarian or the designee of the director and librarian disapproves the request, the reasons for the disapproval shall be stated in writing within a reasonable time to the records management officer or custodian. Electronic storage of the local government record data may not take place until an electronic storage authorization request receives the approval of the director and librarian or the designee of the director and librarian.

- (e) The director and librarian or the designee of the director and librarian may disapprove an electronic storage authorization request only if the standards and procedures proposed for the electronic storage of the local government record data are in violation of this chapter or rules adopted under it.
- (f) The director and librarian shall determine the form and manner of submission of authorization requests required by this chapter.

Source:

Added by Acts 1989, 71st Leg., ch. 1248, Sec. 1, eff. Sept. 1, 1989.

Section 205.008. Destruction of Source Documents.

- (a) The source document, if any, for electronically stored local government record data covered by Section 205.007(a) may be destroyed or returned to the person who filed it for record if the electronic storage authorization request is approved.
- (b) The magnetic tape, optical disk, or similar medium containing the local government record data and the hardware and software necessary to provide access to it must be retained by the local government or be available to the local government until the expiration of the retention period for all source documents, subject to the rules adopted under this chapter.
- (c) The source document, if any, for electronically stored local government record data not covered by Section 205.007(a) may be destroyed before the expiration of the retention period for the source document in a records retention schedule issued by the commission if the magnetic tape, optical disk, or similar medium and hardware and software necessary to provide access to local government record data on the media are retained for the retention period in the schedule. Conversely, the magnetic tape, optical disk, or similar medium may be erased, written over, or destroyed before the expiration of the retention period for a source document for local government record data not covered by Section 205.007(a), if the source document, if any, is retained until the expiration of its retention period or, if the source document has already been destroyed, paper or microfilm copies are generated from the magnetic tape, optical disk, or similar medium before destruction or erasure and retained until the expiration of the retention period for the source document.

Source:

Added by Acts 1989, 71st Leg., ch. 1248, Sec. 1, eff. Sept. 1, 1989.

Section 205.009. Denial of Access Prohibited.

A person under contract or agreement with a local government or elected county officer to create, file, or store local government record data electronically or to provide services, equipment, or the means for the creation, filing, or storage, may not, under any circumstances, refuse to provide local

government record data to the local government in a timely manner in a format accessible and useable by the local government.

Source:

Added by Acts 1989, 71st Leg., ch. 1248, Sec. 1, eff. Sept. 1, 1989.

**Texas Administrative Code, Chapter 7
Section 7.71. Definitions.**

The following words and terms, when used in this chapter, shall have the following meanings, unless the context clearly indicates otherwise. Terms not defined in these sections shall have the meanings defined in the Local Government Code, Title 6, Subtitle C, Chapter 201.

AIIM—The Association for Information and Image Management.

ANSI—The American National Standards Institute.

Database—(A) collection of digitally stored data records, (B) collection of data elements within records within files that have relationships with other records within other files.

Database Management System (DBMS)—Set of programs designed to organize, store, and retrieve machine-readable information from a computer-maintained database or data bank.

Data file—Related numeric, textual, sound, or graphic information that is organized in a strictly prescribed form and format.

Electronic media—All media capable of being read by a computer including computer hard disks, magnetic tapes, optical disks, or similar machine-readable media.

Electronic record—Any information that is recorded in a form for computer processing and that satisfies the definition of local government record data in the Local Government Code, Section 205.001.

Electronic records system—Any information system that produces, manipulates, and stores local government records by using a computer.

Records custodian—The appointed or elected public officer who by the state constitution, state law, ordinance, or administrative policy is in charge of an office that creates or receives local government records.

Records management officer—Each elected county officer or the person designated by the governing body of each local government pursuant to the Local Government Code, Section 203.025.

Text documents—Narrative or tabular documents, such as letters, memorandums, and reports, in loosely prescribed form and format.

Source:

Adopted to be effective March 12, 1993, 18 TexReg 1271; amended to be effective October 2, 1995, 20 TexReg 7484.

Section 7.72. General.

- (a) These sections establish the minimum requirements for the maintenance, use, retention, and storage of any electronic record of a local government whose retention period is 10 years or more on a records retention schedule adopted under Section 7.125 of this title (relating to Records Retention Schedules). These sections do not apply to electronic records with retention periods of less than 10 years, but they are subject to the applicable provisions of the Local Government Code, Chapter 205.
- (b) Unless otherwise noted, these requirements apply to all electronic records storage systems, whether on microcomputers, minicomputers, or main-frame computers, regardless of storage media.
- (c) An electronic storage authorization request certifying that the requirements of these sections will be followed must be submitted to and approved by the director and librarian for all existing electronic storage, and before any new electronic storage, of records subject to this section. The authorization request must be submitted in a form and manner to be determined by the director and librarian and must be signed by the records management officer.
- (d) The governing body of a local government and its records management officer in cooperation with records custodians must:
 - (1) administer a program for the management of records created, received, maintained, used, or stored on electronic media;
 - (2) integrate the management of electronic records with other records and information resources management programs;
 - (3) incorporate electronic records management objectives, responsibilities, and authorities in pertinent directives;
 - (4) establish procedures for addressing records management requirements, including recordkeeping requirements and disposition;
 - (5) ensure that training is provided for users of electronic records systems in the operation, care, and handling of the equipment, software, and media used in the system;
 - (6) ensure the development and maintenance of up-to-date documentation about all electronic records systems that is adequate to specify all technical characteristics

necessary for reading or processing the records and the timely, authorized disposition of records; and

- (7) specify the location and media on which electronic records are maintained to meet retention requirements and maintain inventories of electronic records systems to facilitate disposition.
- (e) Any electronic recordkeeping system not meeting the provisions of these sections may be utilized for records subject to this section provided the source document, if any, or a paper copy is maintained, or the record is microfilmed in accordance with the provisions of Local Government Code, Chapter 204, and the rules adopted under it.

Source:

Adopted to be effective March 12, 1993, 18 TexReg 1271; amended to be effective October 2, 1995, 20 TexReg 7484.

Section 7.73. Creation and Use of Data Files.

- (a) Disposition instructions for the data must be incorporated into electronic records systems that produce, use, and store data files.
- (b) Local governments must maintain up-to-date technical documentation for each electronic records system that produces, uses, and stores data files. Minimum documentation required is:
 - (1) a narrative description of the system;
 - (2) the physical and technical characteristics of the records, including a record layout that describes each field including its name, size, starting or relative position, and a description of the form of the data (such as alphabetic, zoned decimal, packed decimal, or numeric), or a data dictionary, or the equivalent information associated with a database management system including a description of the relationship between data elements in databases; and
 - (3) any other technical information needed to read or process the records.

Source:

Adopted to be effective March 12, 1993, 18 TexReg 1271; amended to be effective October 2, 1995, 20 TexReg 7484.

Section 7.74. Creation and Use of Text Documents.

- (a) Electronic records systems that maintain the official file copy of text documents or data used to generate the official file copy of text documents on electronic media must meet the following minimum requirements:

- (1) provide a method for all authorized users of the system to retrieve desired documents, such as an indexing or text search system;
 - (2) provide security to ensure integrity of the documents;
 - (3) provide a standard interchange format when determined to be necessary by the local government to permit the exchange of documents on electronic media among the components of the local government using different software/operating systems; and
 - (4) provide for the disposition of the documents.
- (b) A document created on an electronic records system must be identified sufficiently to enable authorized personnel to retrieve, protect, and carry out the disposition of documents in the system. Local governments must ensure that records maintained in such systems can be correlated with related records on paper, microform, or other media.

Source:

Adopted to be effective March 12, 1993, 18 TexReg 1271; amended to be effective October 2, 1995, 20 TexReg 7484.

Section 7.75. Security of Electronic Records.

- (a) Local governments must implement and maintain an electronic records security program for office and storage areas that:
- (1) ensures that only authorized personnel have access to electronic records;
 - (2) provides for backup and recovery of records to protect against information loss;
 - (3) ensures that personnel are trained to safeguard confidential electronic records;
 - (4) minimizes the risk of unauthorized alteration or erasure of electronic records; and
 - (5) documents that similar kinds of records generated and stored electronically are created by the same processes each time and have a standardized retrieval approach.
- (b) A duplicate copy of essential records and any software or documentation required to retrieve and read the records must be maintained in a storage area located in a separate building from the building where the records that have been copied are maintained.
- (c) For records stored on rewritable electronic media, the system must ensure that read/write privileges are controlled and that an audit trail of rewrites is maintained.

Source:

Adopted to be effective March 12, 1993, 18 TexReg 1271; amended to be effective October 2, 1995, 20 TexReg 7484.

Section 7.76. Maintenance of Electronic Records Storage Media.

- (a) Local governments must ensure that the accuracy, completeness, and accessibility of information are not lost prior to its authorized destruction date because of changing technology or media deterioration, by converting electronic storage media and taking other action as required to provide compatibility with current hardware and software. The migration strategy for upgrading equipment as technology evolves must be documented and include:
 - (1) periodically recopying to the same electronic media as required, and/or transferring of data from an obsolete technology to a supportable technology; and
 - (2) providing backward system compatibility to the data in the old system, and/or converting data to media that the system upgrade and/or replacement can support.
- (b) Paragraphs (1)-(3) of this subsection outline the maintenance of backup electronic media stored offsite.
 - (1) Magnetic computer tapes must be tested and verified no more than 6 months prior to using them to store electronic records. Pretesting of tapes is not required if an automated system is used that monitors read/write errors and there is a procedure in place for correcting errors.
 - (2) The storage areas for electronic media must be maintained within the following temperatures and relative humidities:
 - (A) for magnetic media—65 degrees Fahrenheit to 75 degrees Fahrenheit, and 30% to 50% relative humidity;
 - (B) for optical disks—14 degrees Fahrenheit to 122 degrees Fahrenheit, and 10% to 90% relative humidity.
 - (3) A random sample of all magnetic computer tapes must be read annually to identify any loss of data and to discover and correct the causes of data loss. At least a 10% sample or a sample size of 50 magnetic tapes, whichever is less, must be read. Tapes with unrecoverable errors must be replaced and, when possible, lost data must be restored. All other tapes which might have been affected by the same cause (i. e. poor quality tape, high usage, poor environment, improper handling) must be read and corrected.
- (c) Local governments must recopy data maintained on electronic media according to the following schedule.
 - (1) Data maintained on magnetic tape must be recopied onto new or used tape a minimum of once every three years.

- (2) An alternative option for recopying magnetic tape is for the data to be recopied onto new tape a minimum of once every ten years, provided the tape is rewound under controlled tension every three and one-half years. The requirement for rewinding does not apply to 3480-type tape cartridges.
 - (3) Data maintained on optical disks must be recopied a minimum of once every 10 years.
- (d) Floppy disks (diskettes) or any type of flexible disk system may not be used for the exclusive storage of records subject to these sections.
- (e) External labels, or an eye-readable index relating to unique identifiers, for electronic media used to process or store electronic records must include the following information:
- (1) name or other identifier of the organizational unit responsible for the records;
 - (2) descriptive title of the contents;
 - (3) dates of creation and authorized disposition date;
 - (4) security classification;
 - (5) identification of the software (to include specific application if appropriate) and hardware used; and
 - (6) system title, including the version number of the application.
- (f) Additionally, the following information must be maintained for electronic media used to store permanent electronic records:
- (1) file title(s);
 - (2) dates of coverage;
 - (3) the recording density;
 - (4) type of internal labels;
 - (5) volume serial number, if applicable;
 - (6) the number of tracks;
 - (7) character code/software dependency;
 - (8) information about block size;
 - (9) sequence number, if the file is part of a multi-media set; and
 - (10) relative starting position of data, if applicable.

(g) The following standards must be met for electronic records stored as digital images on optical media.

- (1) A non-proprietary image file header label must be used, or the system developer must provide a bridge to a non-proprietary image file header label, or the system developer must supply a detailed definition of image file header label structure.
- (2) The system hardware and/or software must provide a quality assurance capability that verifies information that is written to the optical media.
- (3) Periodic maintenance of optical data storage systems is required, including an annual recalibration of the optical drives.
- (4) Scanner quality must be evaluated based on the standard procedures in *American National Standard for Information and Image Management—Recommended Practice for Quality Control of Image Scanners* (ANSI/AIIM MS44-1988) and *American National Standard for Information and Image Management—Recommended Practice for Monitoring Image Quality of Roll Microfilm and Microfiche Scanners* (ANSI/AIIM MS49-1993).
- (5) A visual quality control evaluation must be performed for each scanned image and related index data.
- (6) A scanning density with a minimum of 200 dots per inch is required for recording documents that contain no type font smaller than six point.
- (7) A scanning density with a minimum of 300 dots per inch is required for engineering drawings, maps, and other documents with background detail.
- (8) The selected scanning density must be validated with tests on actual documents.
- (9) The use of the Consultative Committee on International Telegraphy and Telephony (CCITT) Group 3 or Group 4 compression techniques is required for document images without continuous tonal qualities. If use of a proprietary compression technique is unavoidable, the vendor must provide a gateway to either Group 3 or Group 4 compression techniques.
- (10) Optical drive systems must not be operated in environments with high levels of airborne particulates.
- (11) All aspects of the design and use of the imaging system must be documented, including administrative procedures for digital imaging, retrieval, and storage; technical system specifications; problems encountered; and measures taken to address them, including hardware and software modifications.

(h) Smoking, drinking, and eating must be prohibited in electronic media storage areas.

Section 7.77. Retention of Electronic Records.

- (a) Local governments must establish policies and procedures to ensure that electronic records and any software, hardware, and/or documentation, including maintenance documentation, required to retrieve and read the electronic records are retained as long as the approved retention period for the electronic records.
- (b) The retention procedures must include provisions for:
 - (1) scheduling the disposition of all electronic records, according to statutory requirements, as well as related software, documentation, and indexes; and
 - (2) establishing procedures for regular recopying, reformatting, and other necessary maintenance to ensure the retention and usability of electronic records until the expiration of their retention periods.

Source:

Adopted to be effective March 12, 1993, 18 TexReg 1271; amended to be effective October 2, 1995, 20 TexReg 7484.

Section 7.78. Destruction of Electronic Records.

- (a) Electronic records may be destroyed only in accordance with the Local Government Code, Section 202.001.
- (b) Each local government must ensure that:
 - (1) electronic records scheduled for destruction are disposed of in a manner that ensures protection of any confidential information; and
 - (2) magnetic storage media previously used for electronic records containing confidential information are not reused if the previously recorded information can be compromised by reuse in any way.
- (c) The following requirements must be met for the court ordered expungement of information recorded on an optical Write-Once-Read-Many (WORM) system:
 - (1) Two methods are allowed for expunging information from a WORM disk:
 - (A) the information may be overwritten to obliterate the original image, leaving no evidence of the original information, or;
 - (B) all of the indices, pages, or documents on a disk, other than the expunged document(s), must be rewritten to a new disk and the old disk must be physically destroyed.

- (2) In cases where a complete page or record is expunged, all reference to the page or record must be removed from the index. If the index has been copied, the index must be recopied after the reference to the page or record has been removed.
- (3) Copies of the original WORM disk and copies of the information removed by expungement must be destroyed or changed to reflect the court order. All copies of the record, index, or reference to the original unrevised information on WORM disk copies or copies in any other media must be destroyed.

Source:

Adopted to be effective March 12, 1993, 18 TexReg 1271; amended to be effective October 2, 1995, 20 TexReg 7484.

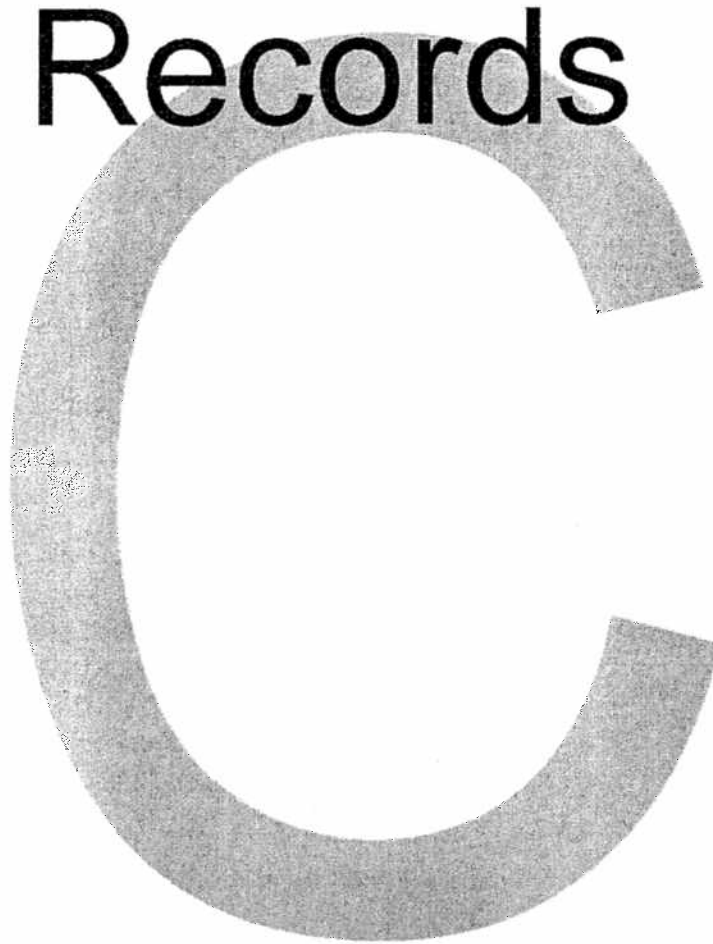
Section 7.79. Public Access to Electronic Records.

An electronic recordkeeping system must not provide an impediment to access to public records.

Source:

Adopted to be effective March 12, 1993, 18 TexReg 1271.

Inventorizing and Scheduling Records



LOCAL GOVERNMENT BULLETIN C
MAY 1998

*Comments or complaints regarding the programs and services of the
Texas State Library and Archives Commission
may be addressed to:*

*Director and Librarian
PO Box 12927
Austin, Texas 78711-2927
512-463-5460; FAX 512-463-5436*

Copies of this publication are available in alternative format on request.

Published by the Texas State Library and Archives Commission, Revised May 1998.

Inventorying and Scheduling Records

LOCAL GOVERNMENT BULLETIN C

Purpose

The purpose of this bulletin is to provide guidelines for inventorying, appraising, and scheduling records, *including*:

- Benefits of the Records Control Schedule.
- Statutory Requirements.
- Objectives of the Records Inventory.
- Basic Inventory Methods.
- Preparation for the Inventory.
- The Records Inventory Worksheet.
- Objectives of Records Appraisal and Scheduling.
- Analysis and Appraisal Process.
- Appraising Records Values.
- Appraisal Resources.
- Approval of the Records Control Schedule.

Introduction

The goal of local government recordkeeping should be to provide recorded information to those who need it, when they need it, and in the most cost-effective manner—whether those who need the information are the governing body, administrators or staff, or members of the public. This goal can only be accomplished by *records management*; that is, the application of management techniques to the creation, use, maintenance, retention, preservation, and disposal of records for the purposes of reducing costs and improving the efficiency of recordkeeping. An effective local government records management program will provide the systematic control of records throughout their life cycle—from creation, during use and maintenance, to an appropriate final disposition.

The central document in establishing and maintaining control over records by a local government is the *records control schedule*. The schedule is prepared by or under the authority of the records management officer listing the records created or received by an office or department, and specifying how long they are to be retained. To be most useful, the control schedule will also show where and in what manner records are to be maintained while they are active and while inactive, and how they are to be destroyed.

The records control schedule should be developed directly from the *records inventory*, which is the first step in developing an effective records management program. The inventory is a complete listing of the records holdings in an office or department. The inventory is done only once, then updated when there are additions or deletions in the records that are created and maintained.

All records should be inventoried, regardless of the media in which they are maintained, but the inventory is not a document-by-document or folder-by-folder listing of the records in your file cabinets or on your shelves. Rather, an inventory describes the function, content, use, and format of each records series in your office and storage areas. A *records series* is a group of identical or related documents that are normally used or filed as a unit and have the same retention period. A good place to begin understanding the records series concept is to review the local records retention schedules which have been issued by the Texas State Library and Archives Commission. For example, Local Schedule GR (Records Common to All Governments) lists records series that are found in most local governments. There are also specialized retention schedules, such as Local Schedule EL (Records of Elections and Voter Registration) and Local Schedule LC (Records of Justice and Municipal Courts). Records series will be discussed further, with specific examples, in the instructions for completing the records inventory worksheet on page 13.

During a records inventory, you may find some types of material in government offices that are not records and do not need to be inventoried. For example, blank forms, stocks of publications, and library and museum materials acquired solely for the purposes of reference or display are specifically excluded from the definition of a local government record. State law defines a *local government record* as “any document, paper, letter, book, map, photograph, sound or video recording, microfilm,

magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic and regardless of whether public access to it is open or restricted under the laws of the state, created or received by a local government or any of its officers or employees pursuant to law, including an ordinance, or in the transaction of public business" (Local Government Code, Section 201.003).

After the records inventory is completed, the records must be appraised. During appraisal, the value of each record you create or receive is determined. Based on the decisions made during appraisal, a records control schedule is completed which can then be used regularly and systematically by your local government to manage its records.

Finding out what records you maintain, appraising their value, and determining how long that value lasts are the essential first steps in the development of a records control schedule and establishment of a sound records management program.

Benefits of the Records Control Schedule

A solid foundation for the local government's records management program is the foremost benefit of the records control schedule. Other immediate and potential benefits include:

- Efficiently using office space for active records.
- Moving inactive records into less expensive storage areas, if possible.
- Releasing equipment and reusable media for other productive uses.
- Maintaining records in the formats offering the optimum combination of administrative convenience and cost control.
- Providing security for records with confidential or sensitive information.
- Improving protection of vital records.
- Providing an audit trail for records disposition.
- Destroying records that no longer have value to the government.
- Retaining records of permanent value.
- Complying with legal requirements.
- Providing legal protection to the government when destroying records.

Statutory Requirements

As stated in Local Government Code, Section 203.041(a), each local government must develop a records control schedule and file the schedule with the director and librarian of the Texas State Library and Archives Commission, according to these requirements:

- (a) On or before January 4, 1999, the records management officer shall prepare and file with the director and librarian:
 - (1) a records control schedule listing the following records and establishing a retention period for each as provided by Section 203.042:
 - (A) all records created or received by the local government or elective county office;
 - (B) any record no longer created or received by the local government or elective county office that is still in its possession and for which the retention period on a records retention schedule issued by the commission has not expired; and
 - (C) any record no longer created or received by the local government or elective county office that is still in its possession and for which the retention period on a records retention schedule issued by the commission has expired but which will not be destroyed as provided by Section 203.044;
 - (2) the records management officer, in lieu of filing a records control schedule, may file with the director and librarian a written certification of compliance that the local government or the elective county office has adopted records control schedules that comply with the minimum requirements established on records retention schedules issued by the commission.

Section 203.041 also specifies these additional provisions for preparation and filing of the records control schedule:

- At the discretion of the records management officer, the records control schedule may also list and provide retention periods for material that is not defined as a local government record and for records exempted from the destruction request requirement.
- The records control schedule must be amended by the records management officer as needed to reflect new records created or received by the government and revisions to retention periods established in records retention schedules issued by the commission. Amendments to a records control schedule are filed with the director and librarian in the same manner as the original schedule.

- The governing body shall require, in the ordinance or order establishing the records management program, the review or approval of a records control schedule or amended schedule by the officers of the local government it considers necessary. The records control schedule or amended schedule for an elective county office need only be approved by the elective official.
- Records control schedules may be filed by a local government on an office-by-office basis or on a department-by-department basis within each office.

Local Government Code, Section 204.01(a)(2) permits a local government to adopt appropriate schedules issued by the Texas State Library and Archives Commission for use in the government's records management program. While this method satisfies legal requirements concerning the retention of records, we recommend that local governments then proceed, as resources permit, to inventory their records and develop schedules for in-house use that accurately reflect the records created or received by the local government.

Objectives of the Records Inventory

The inventory is the foundation of your records management program, not just an isolated project. It will provide you with significant facts about the records you create and maintain. Implementing a records management program by using information collected through the records inventory will result in both short-term and long-term benefits that include:

- Gathering sufficient information to determine the appropriate retention of records.
- Identifying unnecessary copies of records.
- Providing security for records with confidential or sensitive information.
- Releasing equipment and reusable media for other productive uses.
- Saving space and money.

Ideally, the information gathered during the inventory will be comprehensive and will meet the needs of all aspects of your program. By defining your objectives in advance, you will know what you want to accomplish with the inventory data before you start the process.

Objectives clarify problems and specify desired results. The following should be your objectives for accomplishing the immediate tasks of inventorying records in order to develop and implement the records control schedule:

- Identify all of the local government's records by records series.
- Determine the physical location and format of all records, including the official record copy that will be maintained for the full retention period and any convenience copies that should be retained for a shorter period of time.
- Identify the inclusive dates and quantity of each records series.

Long-term objectives to support the general records management goals of the local government, such as the following, can also be achieved through an inventory:

- Describe current filing and retrieval systems.
- Categorize the types and quantities of equipment and supplies used in the maintenance of records.
- Calculate the amount of floor space dedicated to storage of active and inactive records.
- Evaluate the costs of recordkeeping in the government, including consideration of alternative methods.

Basic Inventory Methods

In addition to specifying the objectives of the inventory, you will also be selecting the inventory method which will give you the appropriate information to begin working toward your objectives. The records inventory may be conducted by means of a physical survey or by use of a questionnaire.

For the physical inventory, a direct examination of the records is conducted throughout the organization by an individual, such as the records management officer, or a group of individuals under the officer's supervision. Departmental staff may conduct the physical inventory, with the coordination and assistance of the records management officer. This approach usually includes appointing a records liaison for each department. A physical inventory can also be undertaken by hiring a consultant or temporary workers or by using volunteers who give the inventory their exclusive attention. The physical inventory is the most thorough and accurate inventory method. Training a small number of personnel, who then conduct the physical survey of the records, speeds the completion of the inventory and ensures consistency in the collected data. For some governments, however, the physical inventory method is not a feasible choice because of insufficient staff and financial resources to complete this time-consuming process.

Another approach to conducting the records inventory is to use a questionnaire and have each department complete its own inventory, with little or no direct examination of the records. This is the fastest method because the inventory form can be distributed to all departments simultaneously, completed by staff knowledgeable about the records, and returned by a specified date. It is also less time-consuming for staff because a thorough physical examination of the records is not undertaken.

However, problems may develop when the questionnaire method is used. The data collected may not be consistently accurate or complete. The wording on the questionnaire must be very specific so that the respondents know what is required of them. The questionnaire may be viewed as an added chore to an already full work schedule, and it may be hastily prepared or departmental staff may procrastinate in completing it. Because the records are not physically examined in detail, the questionnaire method rarely takes fully into account stored records, and a large volume of records may be over-

looked. In addition, inclusive dates and the volume of records series are often simply guesses by persons completing the form.

Each inventory method has its advantages and limitations, but the planning steps required are similar for all the methods. Consider the objectives you hope to accomplish before deciding which method to use.

We do recommend that, if at all possible, a physical inventory be conducted. Not only does the information gathered provide you with the data needed to create the records retention schedule, the quality of information obtained during a physical inventory provides the soundest basis for a quality records management program.

Preparation for the Inventory

In addition to choosing a method for doing the inventory, planning for the inventory should include these preparatory steps, details of which will be discussed below:

- Determining the best strategy to accomplish records management objectives.
- Obtaining top management support.
- Communicating plans to management and staff.
- Selecting personnel for the inventory process.
- Establishing work schedules and completion dates.
- Mapping file locations.

Determining the best strategy to accomplish records management objectives—Investigate what may have already been done. For example, someone else may have previously started or completed a records inventory.

Explore the resources available to help with the inventory. Think about the organizational structure of your government and how that may influence the way to accomplish the inventory tasks most easily. Ask yourself questions such as the following:

- How can the work be distributed most efficiently?
- Who knows the most about the records? Who has a particular aptitude for and enjoys working with records?
- How much time do staff have to devote to the inventory? Can extra staff be hired on a temporary basis?
- How will staff be prepared for this task? What training is needed and how will it be provided?

- What other factors should be considered when deciding the timing of the inventory? For example, it is very helpful to get an inventory and appraisal done prior to a move to new office space so that records eligible for destruction can be disposed of instead of moved.

Obtaining top management support—Management support is critical to the success of the inventory and to the entire records management program. Although state law requires that the governing body of each local government establish a records management program by ordinance or order, it is still important to obtain directives from top management to ensure that the requirements of the program are met and its purposes realized. Request a directive be sent to middle management or to the entire staff describing the objectives of the inventory and mandating the participation of everyone concerned. With this written commitment, all departments will know that the records inventory is a sanctioned project with an important purpose.

The policy filed by an elected county official in fulfilling a requirement of the Local Government Records Act establishes a records management program in the office, but in larger offices that have been divided into two or more departments headed by deputies, additional written directives from the elected official are advised to ensure that the importance of the program and its procedures are communicated to all employees.

Communicating plans to management and staff—Before beginning the inventory, just as before any major records management project, send a memo to all personnel who will be involved. Explain the project. Tell them when the inventory will begin and how it will affect work in progress. You may want to hold a meeting for interested staff as an informal orientation. If your government's records management plan provides for the appointment of records liaison officers, a meeting with these officers is a must. You will receive more support from those affected if they are included in the planning for the inventory and the records management program.

Selecting personnel for the inventory process—The records management officer should conduct or oversee the records inventory. If the government does not have specialized records management staff or records liaison officers available to assist with the inventory, other alternatives will have to be considered. In order to expedite the completion of the inventory, explore the possibility of recruiting volunteer assistance or hiring part-time or temporary staff. If the inventory takes too much time, the information collected might not be current when analyzed. Also, without visible results in a reasonable amount of time, management support for the project may be jeopardized.

A successful inventory and records management program depends on informed personnel. Devote sufficient training to cover these aspects of the inventory:

- Purpose of inventory.
- Records management concepts and terminology.

- Use of the inventory worksheet.
- Work schedule and procedures.

Establishing work schedules and completion dates—Estimating personnel and time requirements is difficult and depends more on the variety of records and their relative accessibility than on the actual volume of records. The amount of data to be collected will affect the time needed, as will the complexity of the records series involved.

Plan and carry out a quick “walk through” survey; this will give you an idea of the volume and accessibility of records. The task of estimating time will be less difficult with some perspective of the overall amount of records to be inventoried. For example, one person can inventory an average of 20 to 30 cubic feet of records per day. Experienced records personnel, however, may be able to inventory up to 150 cubic feet (approximately 20 file cabinets) daily. Factors influencing this rate are the complexity, organization, and location of the files.

Inventoring the records by department is a popular approach because it is an incremental process and can be easier to keep track of than a government-wide simultaneous effort. The “department-by-department” approach breaks the vastness of the total records holdings into logical divisions.

Draw up a work plan and timetable for the inventory project. Consult with department heads to determine the most convenient times for inventoring their records. Schedule the order in which offices and storage areas will be inventoried, which inventory worker will be responsible for each, and the approximate time needed to complete the inventory in each area. Periodically monitor the progress of the inventory to make certain inventory workers are completing the forms correctly and adhering to the timetable.

Begin your inventory among active records in office areas. The recordkeepers are more familiar with these records than those in storage and will be available to answer the questions of the inventory worker as they arise. By the time the inventory workers move to the storage area, they will be acquainted with the substance of most of the records created or received in the office.

Mapping file locations—While beginning the inventory with the files actively used in the office is recommended, it is also crucial to ensure a complete survey of all active and inactive records. For example, records may have been placed in storage so long ago that no current staff member is aware of their existence. One of the goals of records management is ridding valuable office and storage space of obsolete and valueless records. It is important, in advance of the inventory, to know where *all the records* of each office are housed.

We recommend you prepare a floor plan showing the location and types of records in all offices and storage locations. Be certain to include all records, in all formats.

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**AMENDMENT TO
SERVICE CONTRACT
C-08-045-02-26**

This AMENDMENT to the CONTRACT between **CTC Distributing, Ltd.**, (the “Company”) and **HIDALGO COUNTY** (the “County”), effective the 20th day of January 2009, is made between the Company and the County, (the “Amendment”), as follows:

WHEREAS, Company and County entered into a Contract, February 26, 2008, in which the Company agreed to provide professional services to conduct “**Off-Premises Storage, Records Management, Pick Up & Delivery Services**” for Hidalgo County District Clerk.(the “Project”);

WHEREAS, due to unforeseen circumstances and delays in the Project, the parties now desire to extend the timeframe on Section 15 Monthly Report; due to unforeseen obstacles which Company may perform the services of the Project;

WHEREAS, the parties desire to amend the Contract as hereinafter provided.

NOW THEREFORE, for and in consideration of the tasks performed by Company and County and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, and this mutually agreed Amendment to the Contract, Company and County hereby agree to the following Amendment to the Contract:

1. The last sentence of Section 15 shall be deleted in its entirety and the following sentence substituted in lieu thereof:

No later than the last day of the seventeenth month following the date of this Contract, Company shall provide County a complete inventory of all County files stored with Company.

2. Except as modified herein, all terms and conditions of the Contract, as amended, remain in full force and effect. Company and County ratify and confirm the terms and provisions of the Contract as amended.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first

written above.

HIDALGO COUNTY

Juan D. Salinas III, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

CTC Distributing, Ltd.

Title: _____

Approved as to Form:

ATLAS & HALL, L.L.P.

By: Stephen L. Crain

AI-13427

21.A.8.

**Auctioneer Services
CC REGULAR**

Date: 01/20/2009

Submitted By: Yvette Islas, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department

Purchasing only: Hidalgo County

Information

CAPTION

A. Recomendng action to reject bids received for RFB No. 08-469-12-24-YSI inasmuch as responses received did not meet specifications and/or requirements with authority to re-advertise with modified specifications (RFB No.09-058-02-11-YSI)

B. Presentation for discussion, consideration, and action to amend current agreement between Hidalgo County & Abrego Storage (C-07-370-10-09) to include 45 days of storage of existing inventory on vendor's site at no cost to County so as to permit the removal of said inventory commencing January 24, 2009.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009

ACCT. #: 9-1100-415-18-160-001-0-540

FUNDS AVAILABLE Y/N?: Yes

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available balance as of 01-15-09 \$55,000.00

Attachments

Link: [draft specs 09.058](#)

Link: [draft contract 09.058](#)

Link: [contract amendment](#)

Form Routing/Status

Route	Seq	Inbox	Approved By	Date	Status
1		Purchasing Department	Marty Salazar	01/15/2009 09:50 AM	APRV
2		Budget & Management	Veronica Lopez	01/15/2009 11:42 AM	APRV
3		Veronica Lopez	Veronica Lopez	01/15/2009 02:20 PM	APRV
4		Auditor's Office	Linda Fong	01/15/2009 02:22 PM	APRV

Form Started By: Yvette Islas

Started On: 01/14/2009 02:08 PM

Final Approval Date: 01/15/2009

Exhibit A

HIDALGO COUNTY BID SPECIFICATIONS AUCTIONEER SERVICES

BID NO: 09-058-02-11-YSI

Project Overview:

Hidalgo County is seeking to contract with a qualified vendor to conduct all public auction sales of personal and/or real property called by the Hidalgo County Commissioners Court which require the services of a Licensed Auctioneer, as determined by the Court in its sole discretion on an AS NEEDED BASIS. Auctioneer shall conduct the public auction sales of personal and/or real property of Hidalgo County including, but not limited to the following:

- 1.) All Hidalgo County departments under general and road and bridge fund;
- 2.) State and/or Federal funded programs, i.e. Department of Community Supervision and Corrections, Headstart, WIC, Drainage District #1 and Urban County;
- 3.) Law Enforcement Agencies, or Cooperative Agencies of which Hidalgo County is party, i.e. Hidalgo County HIDTA Task Force, District Attorney, Sheriff's Department, and DPS;

Note: Agencies shall obtain prior written approval from State and Federal agencies and submit to the Purchasing Department before the sale or disposition of any equipment purchased with funds from State and Federal regardless of cost.

Specifications & Requirements, Terms & Conditions

1. Auctioneer shall be licensed to perform public and private auctions within the state of Texas in accordance with all applicable Texas laws and regulations. ***A copy of all the bidder's Auctioneer License and Independent Dealer General Distinguishing Number or GDN must be submitted along with bid for:***

- A. Trailer/Semi-Trailer
- B. Independent Motorcycles/All Terrain Vehicles
- C. Travel Trailers
- D. Small Vehicles (i.e. cars, pick-ups, sport utility vehicles)

NOTE: Refer to Texas Department of Transportation form LP021 of the Motor Vehicle Division for clarification.

2. Bids will be based on the percentage of gross sale proceeds to be retained by Auctioneer on sales conducted by the Auctioneer during the contract term. Hidalgo County will require documentation (vendor invoice & customer receipt copies) on additional charges to buyers (at buyer's option) for batteries, locksmith services, etc.
3. Auctioneer will make all vehicles and equipment presentable so as to receive the best possible bid in addition the auctioneer should also start all vehicles that are in working condition during auction.
4. Auctioneer will maintain throughout the contract term, all insurances and its limits for **Automobile, General, Workers Compensation Insurance and all licenses held.** (Refer to Exhibit "C").
5. Auctioneer will have twenty-four hour security monitoring service (i.e. surveillance cameras and or security guards) at Auctioneer location or wherever auctioneer stores property including but not limited to the following;

- 1.) All Hidalgo County departments under general and road and bridge fund;

DRAFT

- 2.) State and/or Federal funded programs, i.e. Department of Community Supervision and Corrections, Headstart, WIC, Drainage District #1 and Urban County;
- 3.) Law Enforcement Agencies, or Cooperative Agencies of which Hidalgo County is party, i.e. Hidalgo County HIDTA Task Force, District Attorney, Sheriff's Department and DPS;
6. Auctioneer will be liable for all theft or vandalism of any items which has been accepted for Auction or Storage by awarded Auctioneer.
7. **Auction sales will be conducted at either option A, B or C sites with prior notice given to the Auctioneer:**
- Option A). Auctioneer's premises
 - Option B). County-owned sites
 - Option C). On-line auctions whether thru the auctioneers or at the County's designated website
8. In the event auction sales are conducted on other than County-owned or controlled premises, Auctioneer shall indemnify Hidalgo County harmless from any claims or damages arising out of the conduct of the sale.
9. **Statutory Notification:**
 The County will publish at its own expense, pursuant to Chapter 263.153, Of the Texas Local Government Code:
(a) The Commissioners' Court shall publish notice of a sale of surplus or salvage property in at least one newspaper of general circulation in the County.
(b) The notice must be published on or after the 30th day but before the 10th day before the date of sale.
10. **Promotion of Sale through Auction:**
- A). It will be the Auctioneers responsibility to circulate notices promoting the Auction/Sale at the Auctioneer's expense, in English and Spanish (i.e. publication in newspapers).
 - B). Auctioneer **shall provide proof** of such promotion to the Hidalgo County Purchasing Departments Fixed Asset Division as part of the documentation submitted with proceeds.
11. Services to be provided by the Auctioneer and staff at **no expense** to Hidalgo County and all mentioned parties shall include, but not limited to, the following:
- A). Re-keying, detail carwash (to include removal of debris; so as to look presentable) and gas, one week prior to auction with contact's approval;
 - B). Auctioneer will check in all items submitted by Hidalgo County and all mentioned parties upon receiving any and all equipment and **will submit an inventory status report** to the Hidalgo County Purchasing Departments Fixed Assets Division on a monthly term;
 - C). County vehicles to be physically inspected by auctioneer and a log form (see attached) to be prepared. Vehicles (confiscated, seized, forfeited, etc.) taken to auctioneer's premises by HIDTA, District Attorney's Office, DPS, and Sheriff's Department should also be physically inspected and a log form (see attached) completed by the auctioneer as vehicles arrive to the Auctioneer's premises. All log forms prepared by the auctioneer shall be submitted to the Purchasing Department – Fixed Asset Division no later than 48 hours after the vehicle arrives at the Auctioneer's premises. Vehicles should remain at one location at the Auctioneer's premises and **not moved until the vehicles are released for auction or if the vehicles need to be relocated. Unnecessary mechanical repairs should not be done to vehicles.**
 - D). Label & set-up of groups or lots of equipment should be individually identified and marked on the inventory list with a group or lot number. The set up of groups or lots should be made so as to get the most out of the items being sold. Lots should be prepared with the approval of County contact.
 - E). Auctioneer will remove all emblems, logos and license plates from vehicles prior to the auction. All plates will be forwarded to the Hidalgo County's Fixed Asset Division;
 - F). All copies of any ads, buyers lists, receipts and clearing of all auction proceeds must be forwarded to Hidalgo County Purchasing Departments Fixed Asset Division no later than

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forwarded to Hidalgo County Purchasing Departments Fixed Asset Division no later than fifteen (15) working days from the date of the auction.

- G). Auctioneer will handle any disputes that may arise during and at the end of auction & may ask for assistance from the Purchasing Department's Fixed Asset Division if required for resolution.
 - H). Auctioneer will provide towing service on an "**AS NEEDED BASIS**" to the County;
 - I). Auctioneer must provide a secure fenced area of at least 3 (three) acres and an enclosed warehouse (**minimum of 1,000 sq. ft.**), for storage of vehicles and equipment seized/confiscated by law enforcement agencies of Hidalgo County, or any Cooperative agency of which Hidalgo County is a party of, including, but not limited to, the Hidalgo County HIDTA Task Force, DPS, Sheriff's Department, and the Hidalgo County District Attorney's Office and other items which Hidalgo County or all mentioned parties wishes to store for auction or storage from all other department(s) or entities. Storage area must be open at least eight (8) hours a day Monday-Friday and must be available for emergencies on nights and weekends.
 - J). Auctioneer shall announce at each auction prior to starting, that all vehicles must be registered within twenty (20) working days and that a vehicle to be exported shall be exported within seventy two (72) hours from date of auction sale Auctioneer shall also announce that all items are sold as is, and with no warranty. Vehicles that will be exported after the auction should be clearly marked on the vehicle's windshield.
 - K). Auctioneer shall video tape or record all auctions and submit copies to the County.
 - L). Auctioneer will be responsible for preparing and completing the Application for Texas Certificate of Title (form 130U), Texas Motor Vehicle Transfer Notification (form VTR0346) and will stamp all titles and label all vehicles that are to be exported "Export Only" on the front or back of the title and vehicle windshields for all County vehicles to be auctioned and submit all copies to the Purchasing Department.
 - M). Auctioneer is responsible for retaining records for a period of three years from the date of sale. The records should be made available to the County upon request.
12. A.) No storage fees will be assessed to the County during and at the end of the contract term for any items listed on 1 A., B., C., and D.
- B.) No storage fees will be assessed to the County listed on 1 A., B., C. and D. if the County wishes to use items after it has been awarded to the extent permitted by the Court(s) in any forfeiture or seizing proceeding. No storage fees will be assessed to defendant(s), if stated by the Court(s), on item(s) returned to the defendant.
13. Auctioneer may elect to charge its usual and customary storage, wrecker or impoundment fees, consistent with the fee schedules to the owners of seized property held by the Auctioneer which is awarded to such owner upon final adjudication of the forfeiture or seizure proceeding by any Court.
14. No storage fees will be assessed to Hidalgo County for any remaining vehicles upon expiration of the contract term.
15. In the event that the Auctioneer cannot respond adequately to the needs of the County by reason of meeting the County's auction schedule or any other reason, the Auctioneer shall advise the Hidalgo County Purchasing Department in writing within 24 hours of said inability. The County shall have the right to deduct the cost incurred in having to provide said services from the payment to be made to the Auctioneer under the contract and the existing contract will be canceled.
16. Hidalgo County reserves the right to audit the records of the auctioneer related to the sale(s) of all County property at the auction site.
17. County items shall be **first priority** in all sales, to include State and Federal funded departments programs as identified in project overview. Hidalgo County reserves the right to **add/delete** items

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any and all auction sales.

18. Hidalgo County reserves the right to view the proposed premises prior to award of bid.

Terms and Conditions:

1. Successful bidder will be awarded a one (1) year term contract with the County's option to extend the term for an additional two (2) one-year term under the same rates, terms and conditions. The award of a contract does not constitute a representation or guarantee by Hidalgo County that any or all public or private auction sales will be conducted by it during the contract term.
2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day Grace Period at the end of the contract term for unforeseen delay in award of new bid for the next contract term.
3. **Auctioneer, his employees or agents, or any of his associates, shall not have any personal financial interest, directly or indirectly** in the auction, by bidding or causing someone to bid, soliciting or influencing anyone to bid other than through advertising.
4. No fee for Auctioneer Services are payable for items which do not receive the minimum bid or on which County rejects the price offered at auction.
5. The County may, in at sole discretion, allow item(s) with minimum bids established for auction, to be offered for auction as many times as allowed by Commissioners Court, if the minimum bid is not met.
6. Hidalgo County will have thirty (30) working days to remove and relocate all remaining inventory **at no charge** in the event that new provider has not been secured at the completion of the procurement process.
7. Hidalgo County has the right to award all or part of this bid if it is in the best interest of the County.

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2812 S Business Hwy 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

A PRE-BID CONFERENCE IS SCHEDULED FOR WEDNESDAY, FEBRUARY 04, 2009 AT 1:30 PM AT THE COUNTY'S PURCHASING DEPARTMENT, LOCATED AT 2812 S HWY BUS HWY 281, EDINBURG, TEXAS.

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE/E-MAIL/IN PERSON NO LATER THAN, Wednesday, February 04, 2009 by 5:00 pm. Responses to said inquiries will be sent to all applicants via facsimile/e-mail by no later than, Friday, February 06, 2009 by 5:00 pm.

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THE STATE OF TEXAS '
COUNTY OF HIDALGO '

AGREEMENT FOR AUCTIONEER SERVICES
C-09-058-00-00

THIS AGREEMENT FOR AUCTIONEER SERVICES (the "Agreement") is entered into effective as of this the ___ day of ___, 2009 by and between HIDALGO COUNTY, TEXAS, ("County") and , ("Company").

WHEREAS, County has solicited proposals from qualified parties to conduct public auction sales of surplus and/or seized property belonging to County: and

WHEREAS, Auctioneer has submitted a proposal to provide the services required by County in accordance with the request for Bids attached hereto as Exhibit "A" and Auctioneer bid proposal attached hereto as Exhibit "B" and

WHEREAS, County has determined that the proposal by Auctioneer is the lowest and best bid submitted, and a contract should be awarded to Auctioneer; and

WHEREAS, the parties wish to further reduce to writing their representations, warranties and agreements regarding the services to be provided by Auctioneer to County.

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 are hereby acknowledged, the parties hereto agree as follows;

1. In the event County, in its sole discretion, determines that surplus or seized property in its possession is to be sold and that the services of a state-licensed auctioneer are required, Auctioneer agrees that it will perform the following services for and on behalf of County, in exchange for the consideration herein expressed (the "Services"): advertising of the sale in at least two issues of the proper local newspaper (including proper disclosures pursuant to Chapter 263 of the Texas Local Government Code). Labeling and set-up of items prior to the auction, preparation and clearing of all auction proceeds prior to delivery of goods to buyer, preparation of all paperwork necessary to transfer title to personal property,

issuance of a cashier=s check to County for the net sale proceeds, and collection deposit of all sales taxes.

2. For and in consideration of Auctioneer=s services hereunder, County agrees to pay Auction a fee equal to _____ percent (____%) of the gross sales receipts of any auction conducted by Auctioneer. Such amount may be deducted from the sales receipts by Auctioneer prior to remitting to County the cashier=s check for the net sales.

3. The term of this agreement shall be for a period of one (1) year from the effective date hereof, as first-above written. County, in its sole discretion, may elect to extend the term of this contract for an additional two (2) one year term, under the same rates, terms and conditions. Contract may be extended at the sole discretion of County for an additional sixty (60) days, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

4. Auctioneer represents and warrants to County as follows:

- (a) Auctioneer is licensed by all appropriate federal, state and local agencies to conduct the Services herein described.
- (b) A true and correct copy of Auctioneer=s license is attached hereto as Attachment #1 to Exhibit "B"
- (c) Auctioneer has been issued a Texas motor vehicle dealer "P" number, as evidenced by Attachment #1 to Exhibit "B".
- (b) Auctioneer understands that County retains the sole discretion to determine if an auction is to be conducted which requires the services of a licensed auctioneer, and that the awarding of this bid and the execution of this Agreement by County do not constitute any representation or guaranty that any such auction will occur.
- (e) Auctioneer is not required to maintain Workers= Compensation Insurance pursuant to the applicable provisions of Texas Labor Code.

(f) Concurrently with his execution of this Agreement, Auctioneer has presented to County a certificate of insurance indicating A five-hundred thousand general liability insurance policy, naming County as an additional insured, with limits of at least \$300,000 providing additional coverage to all underlying liabilities consistent with potential exposure of County in accordance with the Texas Tort Claims Act. Each policy of insurance required hereunder shall extend for a period equivalent to the term of this Agreement, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County Judge prior to the cancellation of any such coverage on the termination date or otherwise.

(g) County and Auctioneer 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. Auctioneer agrees to promptly notify County of any suspension, termination or revocation of Auctioneer's License or of the liability insurance coverage required, hereunder, in which event County may, in its sole discretion, elect to immediately terminate this Agreement.

6. With respect to any property seized by any law enforcement agency of Hidalgo County, or any cooperative agency of which Hidalgo County is a party, including, but not limited to, the High Intensity Drug Trafficking Area, Auctioneer agrees to store such property for County for the period prior to any sale being conducted. No storage fees will be assessed to County or any cooperative agency as herein described, for the storage of such property, without regard to the fact that such property is not, upon final adjudication, awarded to County, or that County, upon final award or adjudication, elects to retain such property for its own use, rather than to sell it at public or private auction. To the extent permitted by the court in which any forfeiture or seizure proceeding, Auctioneer may elect to charge its usual and customary storage or impoundment fees, consistent with the fee schedule attached hereto as Exhibit "C" and incorporated herein by reference, to the owners of seized property held by Auctioneer which is awarded back to such owners

upon final adjudication of the forfeiture or seizure proceeding. The storage are provided by Auctioneer will consist of three (3) acres, fenced, controlled access compound, with guard dog.

7. For all non-law enforcement departments, no property shall be allowed into Auctioneer=s compound unless the property has been previously declared surplus through Commissioners= Court. Proof of such action must be requested by Auctioneer. Items being sent to Auctioneer for storage prior to auction must be cleared through the Purchasing Department=s Surplus Manager. The Surplus Manager will coordinate with Auctioneer and the respective departments in arranging for the transfer of items that are to be auctioned.

8. The storage area provided by Auctioneer pursuant to Paragraph 6, above, will be open for business at least seven (7) hours, daily, excluding weekends and official County holidays. In addition, Auctioneer will maintain personnel at the storage location 24 hour per day, and will post emergency access telephone numbers for deliveries of property after hours, and on weekends or holidays.

9. Auctioneer will conduct any auction sale required hereunder at any location within Hidalgo County, as requested by County, including Auctioneer auction center. Sales will be scheduled on dates and at times mutually convenient to the parties hereto, and so as to enhance the public=s attendance at such sales. In the event a scheduled sale must be canceled by either party hereto, or because of inclement weather, the sale will be rescheduled for the next appropriate date upon which both parties are available.

10. Unless minimum bids are otherwise specified by County in writing prior to the conducting of an auction sale hereunder, all auctions will result in sales of all items to the highest bidder. County will, unless otherwise specified in writing, with sufficient advance notice to Auctioneer for inclusion in any auction catalogue or published listing, convey merchantable title to all goods sold at auction: the parties acknowledge, however, that County may, from time to time, be required to convey items without warranty of title.

11. Auctioneer will indemnify and hold County harmless from any and all claims, actions, liability and expenses (including costs of judgments, settlements, court costs, and attorneys= fees, regardless of the outcome of such claim or

action) caused by, resulting from, or alleging negligent or intentional acts or omissions or any failure to perform any obligation undertaken or any covenant in this Agreement, whether such act, omission or failure was Auctioneer or that of any person providing services hereunder by or through Auctioneer. Upon written notice from County, Auctioneer will resist and defend at its own expense, and by counsel reasonably satisfactory to County, any such claim or action.

12. The terms and conditions of the specifications attached hereto as Exhibit "A" and the bid submitted by Auctioneer attached hereto as Exhibit "B" are incorporated herein by reference and are made a part hereof as if such were fully set forth herein. In the event of any conflict between any other term of this Agreement and those terms incorporated herein as a result of this Paragraph II, the provision set forth in the text of this Agreement shall control over the term or condition expressed in the provisions incorporated herein by this Paragraph II.

13. **Miscellaneous Provisions**

13.01 **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.

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

13.03 **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 Auctioneer, and not

otherwise.

13.04 **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.

13.05 **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
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

with copy to: Hidalgo County Purchasing
Department
Attention: Purchasing Agent
2812 S Hwy Bus 281
Edinburg, Texas 78539

If to Auctioneer _____

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

13.06 **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.

13.07 **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.

13.08 **Assignment.** This Agreement shall not be assignable by either party hereto without the prior written consent of the other. Consent to any assignment of this Agreement shall not constitute consent to any future or subsequent assignment by either party hereto.

13.09 **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.

13.10 **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.

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

IN WITNESS WHEREOF, the parties have executed this Agreement, effective as of the day and year first above written.

COUNTY OF HIDALGO

Juan D. Salinas, III County Judge

ATTEST :

Arturo Guajardo, Jr. County Clerk

COMPANY: _____

By: _____

Printed Name: _____

Title: _____

Approved on Commissioners= Court _____

APPROVED AS TO FORM
Atlas & Hall, LLP

By: Stephen L. Crane

STATE OF TEXAS :
 :
COUNTY OF HIDALGO :

**AMENDMENT TO
AUCTIONEER SERVICE AGREEMENT**

This AMENDMENT to the AGREEMENT between **ABREGO TOWING & STORAGE, LLC**, (the "Auctioneer") and **HIDALGO COUNTY** (the "County"), effective the _____ day of __2009, is made between the Auctioneer and the County, (the Amendment"), as follows:

WHEREAS, Auctioneer and County entered into an Agreement on October 9, 2007, in which the Auctioneer agreed to provide professional services to conduct public auction sales of surplus and/or seized property belonging to Hidalgo County.(the "Project");

WHEREAS, due to unforeseen circumstances and delays in the Project, the parties now desire to extend the timeframe in which the Auctioneer may perform the services of the Project;

WHEREAS, the parties desire to amend the Agreement as hereinafter provided.

NOW THEREFORE, for and in consideration of the tasks performed by Auctioneer and County and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, and this mutually agreed Amendment to the Agreement, Auctioneer and County hereby agree to the following Amendment to the Agreement:

1. The Auctioneer agrees to extend storage services for all County inventory being held at the auctioneer's premises as follows: **45 days from the bid opening date (commencing January 24, 2009) at no cost to the County.**
2. Except as modified herein, all terms and conditions of the Agreement, as amended, remain in full force and effect. Auctioneer and County ratify and confirm the terms and provisions of the Agreement as amended.

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EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

HIDALGO COUNTY

Juan D. Salinas III, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

Abrego Towing & Storage, LLC

Title: _____

Approved as to Form:

ATLAS & HALL, L.L.P.

By: Stephen L. Crain

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AI-13422

21.A.9.

**Payment on Invoices 27014.04 and 27014.03 from ROFA for Headstart Kitchen Facility
CC REGULAR**

Date: 01/20/2009

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Submitted For: Rocio Villarreal

Department: PURCHASING DEPT.

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

Information

CAPTION

Approval of Request for payment on Invoice No. 27014.04 in the amount of \$3,796.00 and Invoice No. 27014.03 in the amount of \$89.00 from Rike Ogden Figueroa Alex Architect, Inc., contracted architect for "Construction of Hidalgo County Headstart Kitchen."

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008

ACCT. #: 8-1336-444-00-220-032-0-7XX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Amount available in PO# 602355 is: \$5,553.00

8-1336-444-00-220-032-0-739; \$ 169.00

8-1336-444-00-220-032-0-720; \$5,384.00

Attachments

Link: [Invoices](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/15/2009 05:00 PM	APRV
2	Budget & Management	Dina Trevino	01/16/2009 09:42 AM	APRV
3	Roland Garcia	Rolando Garcia	01/16/2009 11:35 AM	APRV
4	Auditor's Office		01/16/2009 05:39 PM	NEW

Form Started By: Rocio Villarreal
Started On: 01/14/2009 11:56 AM

Final Approval Date: 01/16/2009

**Pathologist, Transport Services, Autopsy Facility
CC REGULAR**

Date: 01/20/2009

Submitted By: Marty Salazar, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

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

Information

CAPTION

Presentation for discussion, consideration and action in connection with the following contracts, including, but not limited to, options for:

A. Pathologist to Provide Turnkey Autopsies & Related Services with Norma Jean Farley, M.D.:

a) Renew for an additional one (1) year (by giving the required 60 days notice of intent to renew) as provided in the current agreement under the same rates, terms and conditions; or,

b) Advertise a Request for Qualifications;

B. Dead Body Pick-up & Transport Services with RGV Transport Services, LLC:

a) Renew for an additional one (1) year (as provided in the current contract) under the same rates, terms and conditions;or

b) Advertise the project with review and modification of current specifications;

C. Autopsy Facility with Ceballos Funeral Home:

a) Renew for an additional one (1) year (as provided in the current contract) under the same rates, terms and conditions;or

b) Advertise the project with review and modification of current specifications;

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009

ACCT. #: 9-1100-421-00-080-003-0-344

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

available balance as of 01/15/09; \$750,000.00

Attachments

Link: Dr. Farley-Pathologist

Link: RGV Transport Services

Link: Ceballos Funeral Home

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	01/15/2009 11:44 AM	APRV
2	Budget & Management	Veronica Lopez	01/15/2009 11:46 AM	APRV
3	Roland Garcia	Rolando Garcia	01/15/2009 04:06 PM	APRV
4	Auditor's Office	Linda Fong	01/15/2009 05:11 PM	APRV

Form Started By: Marty Salazar

Started On: 01/14/2009 03:01
PM

Final Approval Date: 01/15/2009

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

CONTRACT FOR SERVICES

THIS Agreement is made and entered into this 21st day of November, 2006, by and between **HIDALGO COUNTY, TEXAS** (the "COUNTY") and **NORMA JEAN FARLEY, M.D.**, an individual engaged in the practice of medicine and specializing in forensic pathology (the "Contractor")

WITNESSETH:

WHEREAS, the County does not have a medical examiner's office and as such the need exists to contract the services of a pathologist to perform autopsies on an as needed basis;

WHEREAS, the parties recognize that the proper performance of autopsies and the related services, requires the supervision and direction of a physician who has the training, experience, and qualifications necessary to practice medicine in the specialty of pathology;

WHEREAS, Contractor was the successful respondent to the Request for Qualifications ("RFQ") sought by the County for a contractor to provide turnkey autopsies and related services more particularly described in the "Cost Proposal for Pathologist to Provide Turnkey Autopsy and Related Services for Hidalgo County Bid No. 2006-192-07-26-otm" (see Memorandum dated November 2, 2006 attached hereto as Exhibit "A"); the Curriculum Vitae of Norma Jean Farley, M.D., which contains the Contractor's bid response (see Exhibit "B" attached hereto); and the Hidalgo County Request for Qualifications Bid No. 06-192-07-26 otm (see Exhibit "C" attached hereto), all of which are incorporated herein and made a part of this Agreement;

WHEREAS, Hidalgo County has entered into a service contract with Ceballos Funeral Home, Inc. (FRP No. 2006-244-07-26) for a facility at which the Contractor will perform all autopsies for Hidalgo County;

WHEREAS, County has determined that the proper, orderly and efficient delivery of quality autopsy services, as described in Exhibits A, B and C, collectively hereinafter referred to as the "Services" to the County, can be accomplished best by contracting with Contractor;

WHEREAS, County has determined that for proper and efficient operation of the Services, the Contractor must commence autopsies within twenty-four (24) hours of receiving such order and that the Contractor must be available to provide the Services that are requested twenty-four (24) hours a day, seven (7) days a week, three hundred and sixty-five (365) days a year as described in the Contractor's bid response included herein as Exhibit "B";

WHEREAS, Contractor is willing to accept the responsibility of providing Services to County in accordance with recognized medical standards, and the terms and conditions set forth in this Agreement; and

WHEREAS, the parties desire to provide a full statement of their agreement in connection with the performance of the Services during the term of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises of the parties hereto, and of the mutual covenants and conditions hereinafter expressed, the parties hereto covenant each with the other, as follows:

1. OBLIGATIONS OF THE CONTRACTOR

Contractor agrees to provide the following services to the County during the term of this Agreement:

1.1 Autopsies. For purposes of this Agreement, an "autopsy" shall include but not be limited to:

"A post mortem examination of the body of a person, including x-rays (as needed) and an examination of the internal organs and structures after dissection, to determine the cause of death of the nature of any pathological changes that may have contributed to the death and includes removing of sample of body fluids, tissue or organs in order to determine the nature and cause of death even when a complete post mortem examination of the body is not done."

Contractor agrees to use proper professional standards and devote the time necessary to provide the Services on an as needed basis.

1.2 Equipment & Supples. Contractor shall provide all of the components necessary to perform an autopsy, including but not limited to providing an X-ray machine, an X-ray developer, histology lab services and toxicology lab services. X-ray machine and X-ray developer will be purchased

by the Contractor as long as the facility chosen by the County can accommodate the equipment in a manner acceptable to the Department of State Health Services. At a minimum, mobile X-ray equipment will be provided by the Contractor. Contractor will also provide the following equipment and supplies for the performance of autopsies:

1. Tissue containers.
2. Counter top digital scale (for infants)
3. Formalin.
4. Camera, digital.
5. Large glass measuring cup.
6. Ladoe (small stainless steel-1 prefer plastic).
7. Tea Strainer.
8. Colander.
9. Autopsy knives (do not need disposable).
10. Rib cutters.
11. Mayo dissecting scissors.
12. Autopsy Saw.
13. Short scissors.
14. Forceps (3 toothed okay).
15. Microscope.
16. Histology Laboratory.
17. Toxicology Laboratory.
18. X-ray portable and processor (with mobile imaging at first)

The County has also secured a contract with a third party (RFP No. 2006-244-07-26) for a facility at which autopsies will be performed. This third party vendor shall be responsible for providing the remaining necessary equipment and supplies to the Contractor for the performance of autopsies.

1.3 Administration. The Contractor will communicate with the County regarding the administration of autopsies. Notwithstanding anything herein to the contrary, the County will not have or exercise any control over the manner in which the medical duties of the Contractor are performed as would jeopardize the status of the Contractor as an independent contractor.

1.4 Quality of Care. The Contractor will continually work to improve the quality of and maintain a reasonable cost for autopsies furnished on behalf of the County.

1.5 Records. The Contractor shall, at Contractor's expense keep or cause to be kept in an

adequate filing system, accurate and complete records of each autopsy performed. Such records shall be the property of the County. Upon termination of this Agreement, Contractor agrees to deliver to County all records in its possession pertaining to the Services within thirty (30) days.

1.6 Education. Contractor shall attend conferences and meetings at her own expense, provided such attendance does not impair the performance of her obligations under this Agreement.

1.7 Availability of Contractor and Commencement of Autopsies. Contractor agrees to commence autopsies within twenty-four (24) hours of receiving an order for an autopsy and shall be available to provide the Services twenty-four (24) hours a day, seven (7) days a week, and three hundred and sixty-five (365) days a year as described in Contractor's bid response attached hereto as Exhibit "B".

1.8 Coverage. Contractor will be responsible for making arrangements acceptable to, and at no additional expense to the County, for adequate autopsy coverage during any absence. The County shall not unreasonably withhold acceptance of any such arrangements. Contractor shall remain responsible for the Services at all times during the term of this Agreement. However, the parties agree that the Contractor may have a qualified substitute physician render the Services. Contractor must submit the name of the qualified physician to the County and make all necessary arrangements for the performance of Services should Contractor not be available for a period exceeding Twenty- four (24) hours. **FAILURE TO PROVIDE ADEQUATE COVERAGE AS DESCRIBED HEREIN IS AN EVENT FOR WHICH THIS AGREEMENT MAY BE IMMEDIATELY TERMINATED WITHOUT PENALTY.** While this Agreement allows for a qualified substitute physician to render the Services, it is not the intent of the parties to have another forensic pathologist other than Contractor perform the services on a regular basis. Any abuse of this substitute physician provision by Contractor, upon reasonable determination by the District Attorney, shall result in the County having sole discretion to terminate this Agreement effective immediately.

1.9 Method for Providing Service Orders to Contractor. The County shall make all requests for autopsies in writing, either by fax, personal delivery or by documents accompanying the corpse to the autopsy facility.

1.10 Criminal Proceedings. Contractor agrees to testify, when necessary, in all criminal proceedings as required by subpoena including but not limited to inquest hearings, trials and other judicial processes. Contractor shall also submit to the Hidalgo County District Attorney's Office, no later than two (2) weeks after an autopsy has been completed, written reports including but not limited to all findings from the completed autopsy and all laboratory results.

1.11 Ethics. Contractor shall insure that in performing services under this Agreement, that all work shall be performed using best and most diligent efforts and professional skills and shall render care in accordance with and in a manner consistent with the highest standards of the speciality of forensic pathology and that all conduct shall be in a manner consistent with the principles of medical ethics and of the American Medical Association.

1.12 Certification. The Contractor shall be board eligible or certified in Anatomic and Forensic Pathology and/or by the American Board of Pathology and shall be licensed to practice medicine in the State of Texas.

2. INSURANCE COVERAGE

2.1 Professional Liability Insurance At all times during the term of this Agreement, the Contractor will carry professional liability insurance in the amount of \$100,000.00/\$300,000.00 at Contractor's expense. The Contractor will notify the County immediately if any change in coverage occurs for any reason.

2.2 Automobile Insurance. Contractor shall also provide proof of automobile liability insurance coverage with limits of at least \$300,000.00/\$500,000.00, consistent with potential exposure to County under the Texas Torts Claims Act. Coverage shall include injury or death of persons and property damage claims (with limits up to \$500,000.00) arising out of the services provided to County hereunder.

2.3 Optional Medical Malpractice Insurance. It is further agreed that in the event of cancellation or termination of the Agreement, the Contractor shall purchase the Optional Extension Period Coverage available to a physician under their medical malpractice insurance policy. Evidence of such coverage shall be immediately furnished to the County on request by the County.

3. CONTRACTOR'S COVENANTS AND WARRANTIES

Contractor makes the following representations and warranties to County:

3.1 Licensure. Contractor is duly licensed to practice medicine in the State of Texas and is board eligible or certified in the field of Anatomic and Forensic Pathology.

3.2 Suspension of License. Contractor has not practiced medicine in any state in which her license has ever been suspended or revoked.

3.3 Discipline. Contractor has never been reprimanded, sanctioned, or disciplined by a licensing board or state or local medical society or specialty board.

3.4 Malpractice Judgment. There has never been entered against Contractor a final judgment in a malpractice action having an aggregate award to the plaintiff in excess of \$10,000.00.

3.5 Settlement. No action based on an allegation of malpractice by Contractor has ever been settled by payment to the plaintiff of an aggregate amount in excess of \$10,000.00.

3.6 Membership Denial. Contractor has never been denied membership or reappointment of membership on the medical staff of any hospital, and no hospital medical staff membership or clinical privileges of Contractor have ever been suspended, curtailed, or revoked.

4. OBLIGATIONS OF THE COUNTY

4.1 The County shall be obligated to provide a facility for the purposes of allowing Contractor to fulfill her obligations under this Agreement.

4.2 Contractor agrees to make serving the County her medical practice priority. Contractor may practice at other institutions and locations when, in the reasonable opinion of the County District Attorney, such other medical practice does not impair the fulfillment of her obligations under this Agreement or diminish the quality of service received by Hidalgo County. If, in the reasonable opinion of the County District Attorney, the provision of Services are impaired or diminished due to another medical practice of the Contractor, then the County may unilaterally terminate this Agreement immediately without penalty.

4.3 Delivery of Corpses. The County, through a third party vendor (RFP 2006-193-07-260 otm), shall be responsible for the transport and delivery of corpses to the facility where autopsies shall be performed. The transport and/or delivery of the corpses shall not be the responsibility of the Contractor.

5. PARTIES' RELATIONSHIP

5.1 Contractor, at all times will act as an Independent Contractor providing the Services and will not act or hold herself out to third parties as an employee or agent of County in the provision of the Services under this Agreement, The County shall not control how the results or the details of the Services are provided and/or achieved. As an Independent Contractor, Contractor shall supply her own tools, equipment, materials, supplies and/or labor as may be necessary to complete the Services (as specified in paragraph 1.2 above) and shall not rely on or require the County to supply any of the above, unless

otherwise specified in this Agreement.

6. TAXES AND BENEFITS

6.1 County will not withhold income tax or Social Security tax on behalf of the Contractor or any of Contractors partners, employees, subcontractors, or agents. In addition, none of the foregoing will have any claim under this Agreement of otherwise against the County for vacation pay, sick leave, unemployment insurance, worker's compensation, retirement benefits, disability benefits, or employee benefits of any kind. The Contractor will have exclusive responsibility for the payment of all such taxes and arrangement for insurance coverage and will discharge such responsibility fully.

7. INCURRING FINANCIAL OBLIGATION

7.1 Contractor will incur no financial obligation on behalf of the County without prior written approval of the County. Contractor will be responsible for all personal and professional expenses, including, but not limited to, membership fees and dues and expenses of attending conventions and meetings.

8. OTHER PERSONNEL

8.1 All salaries, wages, taxes, insurance, worker's compensation insurance and other expenses and benefits incidental to the employment of physicians, non-physicians or other personnel by the Contractor will be the responsibility and obligation of the Contractor.

9. CONSULTATION

9.1 While this Agreement is in effect, the parties intend that the Contractor shall be the exclusive source of performing the Services for the County. However, the County may allow another pathologist to perform the Services in the event the Contractor is unavailable.

10. FEES

10.1 Contractor shall be compensated in accordance with the Cost Proposal attached hereto in Exhibit "A". This fee schedule may be amended only by the mutual written agreement of the Contractor and the County. The Contractor will bill and collect fees only for actual services performed on behalf of the County in accordance with the specifications. The County will pay Contractor no later than thirty (30) days from the time the County is invoiced for the Services.

11. NON-DISCRIMINATION

11.1 Contractor will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing Services under this Agreement or in the selection of physicians or non-physicians employees, or independent contracts.

12. REGULATORY REQUIREMENTS

12.1 Contractor will perform the Services at all times in compliance with federal, state, and local laws, rules, regulations and all currently accepted and approved methods and practices of the professional specialty of forensic pathology.

13. INDEMNIFICATION

13.1 Contractor will indemnify and hold County harmless from any and all claims, actions, liability, and expenses (including costs of judgments, settlements, court costs, and attorneys' fees, regardless of the outcome of such claim or action) caused by, resulting from, or alleging negligent or intentional acts or omissions or any failure to perform any obligation undertaken or any covenant in this Agreement, whether such act, omission, or failure was the Contractor's or that of any person providing services hereunder through or for the Contractor. Upon written notice from the County, the Contractor will resist and defend at her own expense, and by counsel reasonably satisfactory to County, any such claim or action. The Contractor will carry proper insurance with the County as an additional named insured to the extent such is reasonably available, as provided in paragraph 2.1 above.

13.2 To the extent provided for by law, the County will indemnify and hold the Contractor harmless from any and all claims, actions, liability, or expenses (including costs of settlements, judgments, court costs, and attorneys' fees, regardless of the outcome of such claim or action) caused by, resulting from, or alleging the negligent or intentional actions or omissions of the County, its employees or any failure to perform any obligation undertaken or any covenant made by the County under this Agreement.

14. TERMINATION OF AGREEMENT

14.1 Term. The initial term of this Agreement shall be twenty-four (24) months commencing sixty (60) days after execution of this contract and ending on March 26, 2009.

14.2 Renewal Option. The County shall have the sole option to extend this Agreement for an additional one (1) year term under the same fees, rates, terms and conditions. County shall provide the Contractor a minimum of sixty (60) days notice of its intent to renew this Agreement for the additional

one (1) year term.

14.3 Termination without cause.

A. Termination by County. The County may terminate this Agreement immediately upon the occurrence of any of the following events:

- (1) Any conduct of the Contractor which jeopardizes the health, safety, or welfare of any person, or the safety, reputation, or the regular functions of the County.
- (2) The failure of Contractor to provide coverage as required by Section 1.8 (Coverage) herein.
- (3) The resignation, expulsion, suspension, disciplining of Contractor or the loss of privileges as a forensic pathologist; the loss of Contractor's professional medical licenses; the loss of Contractor's pathologist board certification in the field of forensic pathologist; or the loss of or failure to provide evidence of liability insurance, as required by Section 2.1 (Insurance) herein.
- (4) The conviction of the Contractor of any crime punishable as a felony involving moral turpitude or immoral conduct.
- (5) The death of Contractor or the occurrence of illness or injury reasonably likely to lead to the inability of Contractor to personally perform services under this Agreement for a period in excess of forty-five (45) days.
- (6) The failure of Contractor immediately to bar any individual from performing services under this Agreement, if such individual does not meet the qualifications required by this Agreement, if such individual commits a material breach of one of the terms of this Agreement, or if one of the events listed in (1) through (4) above occurs with respect to such individual.
- (7) In addition, if the Contractor commits a material breach of any of the terms of this Agreement, other than those listed in subsections (1) through (6) above, then the County may terminate this Agreement upon no less than thirty (30) days written notice.

B. Termination by Contractor. In the event the County breaches any material term of this Agreement, then the Contractor may terminate this Agreement upon no less

than thirty (30) days written notice.

14.5 Non-Interference. Following the expiration of this Agreement or its termination with or without cause, Contractor shall not interfere with any County contract with any other individual or entity for the provision of the Services.

15. NOTICES

15.1 Any notices or payments permitted or required by this Agreement shall be deemed made on the day personally delivered in writing or mailed by certified mail, postage prepaid, to the other party at the address set for below or to such other persons and address as either party may designate in writing;

If to the Contractor:

Norma Jean Farley, M.D.
1511 Preston Trail
Harlingen, Texas 78552

If to the County:

J.D. Salinas, III, County Judge
100 E. Cano
Edinburg, Texas 78540

16. LAW

16.1 The interpretation and enforcement of this Agreement shall be governed by the laws of the State of Texas.

17. NO IMPLIED WAIVER

17.1 Any waiver of enforcement of any provision of waiver of any breach of this Agreement, whether or not recurring, shall not be construed as a waiver of any subsequent enforcement or breach.

18. COMMITMENT OF CURRENT REVENUES

18.1 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 sixty (60) 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 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.

19. SEVERABILITY

19.1 The invalidity or unenforceability of any provisions of this Agreement will not affect the validity or enforceability of any other provision

20. ASSIGNABILITY

20.1 The Contractor may not assign Contractor's rights or obligations under this Agreement without the County's written consent. Any assignment in violation of this provision shall give the County the right to terminate this Agreement immediately, upon written notice to the Contractor.

21. AMENDMENTS

21.1 Any amendments to this Agreement will be effective only if in writing and signed by the County and the Contractor.

22. ENTIRE AGREEMENT

22.1 This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof.

23. NO WAIVER

23.1 No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such breach.

24. VARIATIONS OF PRONOUNS

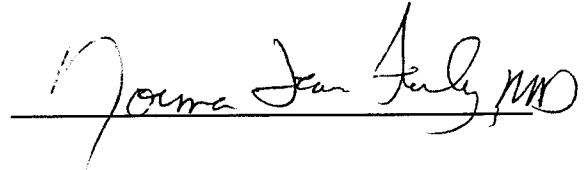
24.1 All pronouns and all variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person or persons or entity may require.

25. AUTHORIZATION FOR AGREEMENT

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

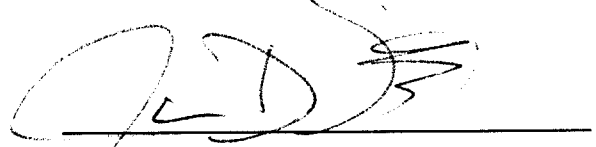
WITNESS THE HANDS OF THE PARTIES on this the 29th day of JAN. 2007.

NORMA JEAN FARLEY, M.D.



Handwritten signature of Norma Jean Farley, M.D. written over a horizontal line.

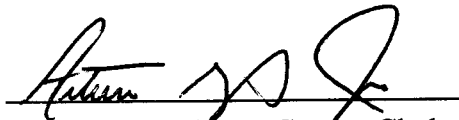
HIDALGO COUNTY



Handwritten signature of Juan D. Salinas, III written over a horizontal line.

Juan D. Salinas, III, County Judge

ATTESTED

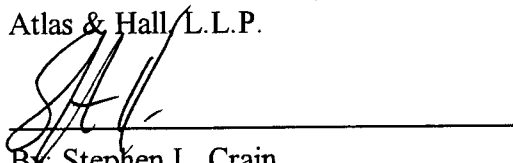


Handwritten signature of Arturo Guajardo, Jr. written over a horizontal line.

Arturo Guajardo, Jr., County Clerk

Approved as to Form:

Atlas & Hall L.L.P.



Handwritten signature of Stephen L. Crain written over a horizontal line.

By: Stephen L. Crain

EXHIBIT "A"
MEMORANDUM



PURCHASING DEPARTMENT
County Of Hidalgo

FOR IMMEDIATE REVIEW
MEMORANDUM

To: Norma Jean Farley, M.D.

Phone No. (956) 778-8742

Fax No. (956) 428-0411

From: Martha L. Salazar, CPPB/Purchasing Agent
Olga T. Montero, Buyer
Hidalgo County Purchasing Department

Re: "Pathologist to Provide Turnkey Autopsy and Related Services for Hidalgo County"
RFQ No. 2006-192-07-26-otm- Negotiations

Date: November 02, 2006

Pursuant to the meeting held on Tuesday, October 31, 2006 with the Hon. Rene Guerra (Hidalgo County District Attorney), Roy Cazares (District Attorney Personnel Director), Olga T. Montero (Purchasing Department Buyer) and Martha L. Salazar, CPPB (Hidalgo County Purchasing Agent) in connection with final negotiations for the above mentioned project.

Please confirm (by signing below) that your Best and Final Offer (BAFO) are those items contained in your letter dated October 6, 2006 (refer to attachment) for your proposed scope of work, services and fees. In addition, you also acknowledged and committed to render and comply with all scope of work, services, requirements and related matters contained in the RFQ No. 2006-192-07-26-otm- "Pathologist to Provide Turnkey Autopsy and Related Services for Hidalgo County".

Please indicate below and return via fax to (956) 318-2626 by no later than Monday, November 6, 2006.

Signed: *Norma Farley*
Signature

Print: Norma Farley M.D.

Date: 11/4/06

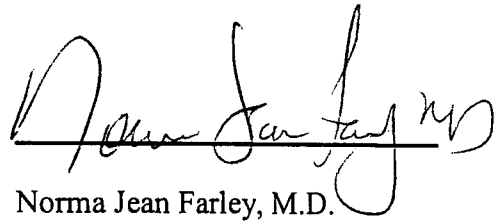
If you have any questions, please call me Olga T. Montero or Martha L. Salazar at (956) 292-7000 Ext. 4859 or (956) 292-7611 respectively.

Thank you.

**Cost Proposal for
Pathologist to Provide Turnkey Autopsy and Related Services for
Hidalgo County
Bid No. 2006-192-07-26-otm**

- I. Autopsy cost:
- A. Full autopsy (head and body) - \$1350.00.
 - B. Head only – \$1000.00.
 - C. External examinations – \$1000.00
(individuals over 61 y/o in secured residence and no indication of foul play).
 - 1. Estimated at approximately ¼ of current cases.
 - 2. No external examination currently being offered.
 - D. Autopsy cost includes:
 - 1. Histology of tissue (microscopic examination at \$50.00 per case as needed)
 - 2. Storage of tissue at the facility at a cost of \$50.00 a month.
 - 3. Storage of reports at facility (same \$50.00 a month).
 - 4. CD of photographs as needed.
 - 5. Transcription costs and secretarial cost.
 - 6. Any testimony needed at no charge while under contract.
 - 7. Locum tenens pathologist as needed (vacation time).
 - 8. All cost for supplies for morgue (formalin, cassettes, blood tubes, storage of DNA, etc).
 - E. Autopsies will be performed at Elizondo Embalming Services with the same fees usually charged per body for these services (storage of body fee, Elizondo's autopsy fee, transportation fee, etc).
- II. Fees not included:
- A. Toxicology – approximately \$210.00 to \$270.00 per cases as needed (most forensic cases – homicides, exited delirium cases, overdoses, some motor vehicle accidents, etc.). Urine drug screens will be performed when necessary.
 - B. X-rays.
 - 1. Plan: If awarded contract, will purchase portable X-ray equipment with processor at cost to the county of \$50.00 per X-ray and not to exceed \$200.00 per case for full body X-rays.
 - 2. Currently performed at local hospital with reported costs of starting at \$500.00 plus transportation fee to and from the hospital in Edinburg.
 - 3. X-rays are performed on every gunshot wound case, stab wound case, skeletonized case (looking for bullets etc), airplane crash victims and infant/small children (to identify fractures).

- C. DNA testing only when needed - usually homicides/decomposed bodies and only when no dental identification or other identification is present (tattoo identification). These cases will be discussed with the Justice of the Peace/District Attorneys Office prior to testing.
- D. Expert consultation:
 - 1. Neuropathology on infant/child homicide cases with blunt head trauma requiring diffuse axonal injury stains – only a few cases a year (currently \$750.00 per case).
 - 2. Eye pathology – retinal hemorrhage analysis (\$250.00 a case) – only if requested by District Attorney or Justice of the Peace.
 - 3. Dental Odontology – bite mark analysis. Only if requested by the District Attorney, Justice of the Peace or Law Enforcement.
- E. Physical evidence and ballistics.
 - 1. Collected at the time of autopsy and released to investigating agency.
 - 2. Bullets will be released to investigating agency.
- F. Prints of photographs – \$25.00 (CD of photographs at no charge).
- G. Laboratory analysis on very rare cases (vitreous chemistry needed on a few infants a year with dehydration or heat stroke victims), vitreous glucose on cases of diabetic ketoacidosis, microbiology - usually infants with suspected SIDS – rarely needed approximately 3 cases a year, etc.)



Norma Jean Farley, M.D.

EXHIBIT "B"
CURRICULUM VITAE

0251
JUL 26 2006
10

NORMA JEAN FARLEY, M.D.

CURRICULUM VITAE

Address & Telephone

1511 Preston Trail
Harlingen, TX 78552
(956) 778-8742

Biographical Data

Date of birth: 12-16-61
Place of birth: Chicago, IL.

EDUCATION

- 07/98-06/99 Bexar County Forensic Science Center
7337 Louis Pasteur
San Antonio, TX 78229-4565
Assistant Medical Examiner
- 07/94-06/98 University of Texas Health Science Center
San Antonio, TX
Combined AP/CP Residency
Residency Director: Larry Fowler, M.D.
Chief Resident - 1997-1998
- 08/90-05/94 University of Texas Health Science Center
San Antonio, TX
College of Medicine
Degree: M.D.
- 01/85-08/86 Stephen F. Austin State University
Nacogdoches, TX
B.S. in biology and Secondary Education
- 08/81-12/83 San Jacinto College
Pasadena, TX
Associate in Arts

CERTIFICATIONS AND LICENSES

The American Board of Pathology: Certified in Combined Anatomic and Clinical Pathology (11/98) and Forensic Pathology (9/00).

United States Medical Licensing Exam: Passed: Step 1, 2, 3.

State License: Texas.

EMPLOYMENT AND RESEARCH EXPERIENCE

- 7/04-Present Pathology Laboratory**
Anatomical, Clinical and Forensic Pathologist
Valley Baptist Medical Center
2101 Pease Street
Harlingen, TX
- 7/02-Present Autopsy Service and Expert Testimony, PLLC (A.S.E.T.)**
President: Norma Jean Farley, M.D.
Private Autopsy Service
1511 Preston Trail
Harlingen, TX
- 7/03-7/04 Bexar County Medical Examiner's Office**
Deputy Medical Examiner
7337 Louis Pasteur
San Antonio, TX
- 1/00-7/03 AmeriPath South Texas**
301 South Frio Street
San Antonio, TX
Anatomic, Clinical and Forensic Pathologist
Head of Autopsy Services, Medical Director
- 11/99-1/00 Deputy Medical Examiner (part-time position)**
Travis County Forensic Center
1213 Sabine Street
Austin, TX 78767
- 6/99-1/00 Sedgwick County Regional Forensic Science Center**
1109 N. Minneapolis
Wichita, KS 67214
Deputy Coroner-Medical Examiner
Interim District Coroner-Medical Examiner 9/99-1/00
- 2/89-8/90 Research Assistant**
University of Texas Medical School, Houston, TX
Dept. of Pathology, Steven Norris, Ph.D.
Research in Treponema pallidum, DNA sequencing, tissue culture, MICs and MBCs of cephalosporins, quinolones, and other compounds. Laboratory mapped DNA of T. pallidum (Science 7/98)
- 1/87-1/89 Research Technician**
Texas A&M University, College Station, TX
Dept. of Pathology, John Kochevar, M.D.
Research in Renal Cell Carcinoma and Malignant Melanoma.

PRESENTATIONS AND PUBLICATIONS

Kunsman GW, Kunsman DM, Presses CL, Garavaglia JC, Farley NJ.
A mixed-drug intoxication involving venlafaxine and verapamil.
J Forensic Sci. 2000 Jul; 45(4): 926-8.

Tan D, Manchester LC, Reiter RJ, Qi W, Hanes MA, Farley NJ.
High physiological levels of melatonin in the bile of mammals.
Life Sci. 1999 Oct 29; 65(23): 2523-9.

Farley, NJ, *Carbon Monoxide Levels in Fire Deaths: Dead or Alive?*
Speaker: American Academy of Forensic Sciences, Annual Meeting, 2/00

Farley, NJ, D. King, M. Montiel, N. Clare, and F. Craig. *The Value Of Flow Cytometry and Cytogenetics in the Diagnosis of Acute Myelogenous Leukemia, FAB Classification M₄ and M₅.*

Podium Presentation: Texas Society of Pathologists, 2/98.

Platform Presentations: Texas Medical Association and ASCP/CAP, 1998.

Publication: American Journal of Clinical Pathology (Abstract), 4/98.

Lovell, M., E. Griffiths, C. Harrison, N. Farley. *Neonatal Alloimmune Thrombocytopenia due to Anti-HLA Antibodies Treated with Intravenous Immunoglobulin.* Presentation: Texas Society of Pathologists, 2/98.

Kohlmeier, R., N. Farley, B. Smir. *Body Cavity Based Lymphoma: An Unusual Presentation in an HIV Negative Patient.*
Presentation: Texas Society of Pathologists, 2/98.

Farley, NJ, T.J. Prihoda, C.L. Gage, J.G. Schwartz. *Evaluation of the Cardiac STATusTM CK-MB/Myoglobin Card Test to Diagnose Acute Myocardial Infarctions in Patients Presenting to the Emergency Room.*

Presentation: ASCP/CAP Spring Meeting (1996) and Texas Society of Pathologists (1996).

Publications: Am J Emerg Med, 1997 May; 15(3): 303-7.

Farley, NJ, E.B. Griffiths, L. Sinor, C.R. Harrison. *Neonatal Alloimmune Thrombocytopenia due to Anti-HLA Antibody Responding To Intravenous Immunoglobulin.* Platform Presentation: American Association of Blood Banks, 49th Annual Meeting, Orlando, Florida.

King, D., D. Barber, N. Farley, J. Harris. *Mucinous Adenocarcinoma Arising from a Suprapubic Cystostomy Site without Bladder Involvement.* The Journal of Spinal Cord Medicine, May 1997, 20:244-246.

Kochevar, J. *Blockage of Autonomous Growth of ACHN Cells by Anti-Renal Cell Carcinoma Monoclonal Antibody 5F4.* Cancer Res. 1990 May;50(10): 2968-72. Acknowledgment.

PROFESSIONAL AFFILIATIONS

1994-Present American Society of Clinical Pathologists
1996-Present College of American Pathologists
1990-Present American (& Texas) Medical Association
2005-Present Cameron County Medical Society

CONSULTATION SERVICE AND COMMITTEES

College of American Pathologists: Laboratory Accreditation Inspector
Infection Control Committee Chairperson, Baptist Health System, San Antonio, TX and Christus Spohn Beeville Hospital, Beeville, TX
Emergency Preparedness Committee, Bexar County Medical Society, San Antonio, TX

HONORS AND AWARDS

Texas Society of Pathologists, First Place Podium Competition, 2/98.
Texas Medical Association, Second Place Resident Poster Award, 4/98.
Farley, NJ, D. King, M. Montiel, N. Clare, and F. Craig. *The Value of Flow Cytometry and Cytogenetics in the Diagnosis of Acute Myelogenous Leukemia, FAB Classification M₄ and M₅.*

University of Texas Health Science Center, San Antonio, TX, Department of Pathology, Chief Resident (1997-98)

American Society of Clinical Pathologists and College of American Pathologists: Resident Liaison and Delegate (1995-1998)

Guest Speaker/Instructor

Sudden Infant Death Syndrome, Seminar in Forensic Sciences: Child Abuse-Prevention, Investigation, Intervention, South Padre Island, TX, Nov. 5. 2005 and Valley Baptist Health System, Jan. 24, 2006.

Death Investigation and Toxicology Related Deaths, Advanced Toxicology Program, University of Texas Health Science Center, San Antonio, TX, Oct. 2004 and Valley Baptist Health System, Jan. 25, 2005.

Fatal Abuse in Infancy and Childhood, Child Abuse Seminar, Brownsville, TX, October 2000 and Bexar County Medical Examiner's Office, San Antonio, TX, August 2003.

Natural Deaths and Deaths Due to Drug Overdose, Wichita State University, Guest Speaker (10/99), Wichita, KS.

Lectures - Urinalysis and Serum Protein Electrophoresis, University of Texas Health Science Center, Pathology Didactic Course, 1997 & 1998 San Antonio, TX.

References:

**Dr. Vincent DiMaio, Chief Medical Examiner, Bexar County Medical Examiner's Office, 7337 Floyd Curl Drive, San Antonio, TX 78229
210-335-4001.**

**Dr. Randy Frost, Deputy Chief Medical Examiner, Bexar County Medical Examiner's Office, 7337 Floyd Curl Drive, San Antonio, TX 78229
210-335-4001.**

**Dr. Jan Garavaglia (Discovery Channel - "Dr. G. Medical Examiner"),
District Nine Medical Examiner's Office, Orlando, Florida 32806,
407-836-9472**

Norma Farley, M.D.
Aka A.S.E.T., PLLC
1511 Preston Trail
Harlingen, TX 78552

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
100 E. Cano, 4th Floor
Edinburg, TX 78539

Re: Request for Qualifications
Bid No. 06-192-07-26-otm
Pathologist to Provide Turnkey
Autopsy and Related Services
for Hidalgo County

1. Qualifications (please refer to C.V. for more information):

A. Education:

Bexar County Forensic Science Center
7337 Louis Pasteur
San Antonio, TX 78229-4565
Assistant Medical Examiner
Forensic Fellowship
07/98-06/99

University of Texas Health Science Center
San Antonio, TX
Combined Anatomic and Clinical Pathology
Residency
Residency Director: Larry Fowler, M.D.
07/94-06/98
Chief Resident - 1997-1998

University of Texas Health Science Center
San Antonio, TX
College of Medicine
Degree: M.D.
08/90-05/94

Stephen F. Austin State University
Nacogdoches, TX
B.S. in Biology and Secondary Education
01/85-08/86

San Jacinto College
Pasadena, TX
Associate in Arts
08/81-12/83

B. Expertise (please see professional history and C.V.):

1. Certifications and Licenses:

- a. The American Board of Pathology:**
 - 1. Certified in Combined Anatomic and Clinical Pathology (11/98)
 - 2. Forensic Pathology (9/00)
(Passed both on first attempt.)

- b. United States Medical Licensing Exam:**
Passed: Step 1, 2, 3.

- c. State License: Texas.**

2. The following are a list of professional organizations which I have a current membership. They do not represent expertise, since they are only memberships.

- a. American Society of Clinical Pathologists**
- b. College of American Pathologists**
- c. American (& Texas) Medical Association**
- d. Cameron County Medical Society**

- 3. A letter of good standing with the Texas Board of Medical Examiners can be obtained. There is also an internet site for the board where anyone can see board actions taken or complaints on a physician.
License number - J9873, exp. - 8/31/2007.**

- 4. Currently have liability insurance with the Texas Medical Association Insurance trust (100,000/300,000). Motor vehicle insurance is through State Farm Insurance.**

C. Experience:

1. Professional History:

Pathology Laboratory
Anatomical, Clinical and Forensic
Pathologist
Valley Baptist Medical Center
2101 Pease Street
Harlingen, TX
Perform Cameron County Forensic Autopsies
(No contract)
7/04-Present

**Autopsy Service and Expert Testimony, PLLC
(A.S.E.T.)**

President: Norma Jean Farley, M.D.
Private Autopsy Service
1511 Preston Trail
Harlingen, TX
7/02-Present

Bexar County Medical Examiner's Office

Medical Examiner
7337 Louis Pasteur
San Antonio, TX
7/03-7/04

AmeriPath South Texas

301 South Frio Street
San Antonio, TX
Anatomic, Clinical and Forensic Pathologist
Head of Autopsy Services, Medical Director
1/00-7/03

Deputy Medical Examiner (part-time position)

Travis County Forensic Center
1213 Sabine Street
Austin, TX 78767
11/99-1/00

**Sedgwick County Regional Forensic Science
Center**

1109 N. Minneapolis
Wichita, KS 67214
Deputy Coroner-Medical Examiner
Interim District Coroner-Medical Examiner
Similar contract with counties in Kansas
outside of Sedgwick County
6/99-1/00

2. References:

Dr. Vincent DiMaio, Chief Medical Examiner,
Bexar County Medical Examiner's Office, 7337
Floyd Curl Drive, San Antonio, TX 78229
407-335-4001.

Dr. Randy Frost, Deputy Chief Medical Examiner, Bexar County Medical Examiner's Office, 7337 Floyd Curl Drive, San Antonio, TX 78229
407-335-4001.

Dr. Jan Garavaglia (Discovery Channel - "Dr. G. Medical Examiner"), District Nine Medical Examiner's Office, Orlando, Florida 32806,
407-836-9472

D. Scope of Services:

1. Continue using current autopsy facility at Elizondo Embalming Services, 3220 N. Conway, Mission, TX. Radiology – may continue to use current radiology services or use mobile radiology services. Histology will be performed by an outside laboratory on cases requiring microscopic examination of tissue.
2. Forensic Analysis:
 - A. Toxicology – Toxicology should be performed on most forensic autopsies and will be performed at National Medical Services (accredited by the American Board of Forensic Toxicology (ABFT) - the most specific and complete accreditation available for forensic laboratories performing post-mortem and human performance toxicological testing.) Also approved by the Texas DPS.
 - B. DNA testing and physical evidence – Severely burned and decomposed human remains and some trace evidence on homicide cases (sexual assault kits, fingernail clippings, bite marks, etc.) will require DNA identification which will be performed at National Medical Services (accredited by the Crime Laboratory Accreditation Program of the American Society of Crime Laboratory Directors Laboratory Accreditation Board (ASCLD-LAB) for laboratory analysis in the disciplines of Biology (DNA and Serology), and Texas DPS). The investigating agency may want to send physical evidence to DPS, which will be released with chain of custody forms. Ballistics is usually performed by DPS, with bullets released to the investigating agency with chain of custody forms.
3. Postmortem examination will be performed on cases ordered by a Justice of the Peace to determine cause and manner of death. Full autopsies include an external and internal examination of the body, with removal of organs, organ weights and gross description of findings. Toxicology will be performed on most if not all cases (see 1A above). Samples of tissue will be held in formalin for 3 years. Postmortem blood and other body fluids, including DNA samples, will be held for 3 years. Pictures will be taken of all homicide cases and most accidental cases and stored at the facility. These pictures will be available for the Justice of the Peace and/or District Attorney's Office on

request. Older individuals (61 years or older) or individuals with a significant medical history may require an external examination only with toxicology screening (examination of the outside of the body for injury with no internal examination or removal of organs). Infant deaths suspicious for SIDS may require cardiac consultation, cytogenetics, and microbiology. Infanticide cases will require neuropathology for diffuse axonal injury, possible eye pathology for retinal hemorrhages, and other studies as needed. Most forensic autopsies take approximately 6 weeks (30 working days), as required by the College of American Pathologists. Complicated cases requiring outside consultations (neuropathology, cardiac pathology, forensic odontology, and ballistics) will be completed immediately after receiving the consultation report(s), since these consultations need to be added to the forensic autopsy report. Guidelines of the College of American Pathologists and National Association of Medical Examiners will be followed. Offices performing 2 week turn-around-time for autopsies are not providing adequate forensic services, which has been recently addressed in Travis County, Texas.

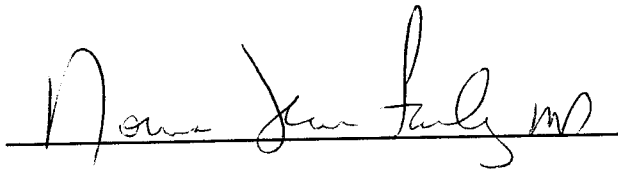
A faxed copy of each Hidalgo County forensic autopsy will be sent to the ordering Justice of the Peace and Hidalgo County District Attorney's Office at the completion of the case. Preliminary cause and manner of death information will also be faxed to the Justice of the Peace and District Attorney's office within 48 hours. Chemical analysis will be performed on vitreous fluid when necessary.

4. Testifying will be provided as needed within Hidalgo County. Vacation time (for the primary pathologist) will be discussed with and forwarded 3 months in advance to the District Attorney's Office to ensure there is no conflict with cases requiring the pathologist's testimony. See number 3 above.
5. Once a signed order for autopsy is received from an appropriate official and any needed information is obtained (medical records, EMS reports and incident reports or verbal report of circumstance from investigative agency), an autopsy will be performed within 24 hours. Working hours for autopsy services will be 8:00 a.m. to 5:00 p.m. weekdays and as needed on weekends and holidays, as is the usual in other counties in Texas. After business hours, an answering service or pathology assistant will be available for calls; however, calls related to autopsies or reports should be received during working hours. Since the county is in a Justice of the Peace system, a J.P. should be the contact person on deaths in the county, since the pathologist has no jurisdiction in such a system. The pathologist may be contacted on cases needing forensic assistance after hours (e.g. mass fatalities, high profile cases or multiple homicides in one location).

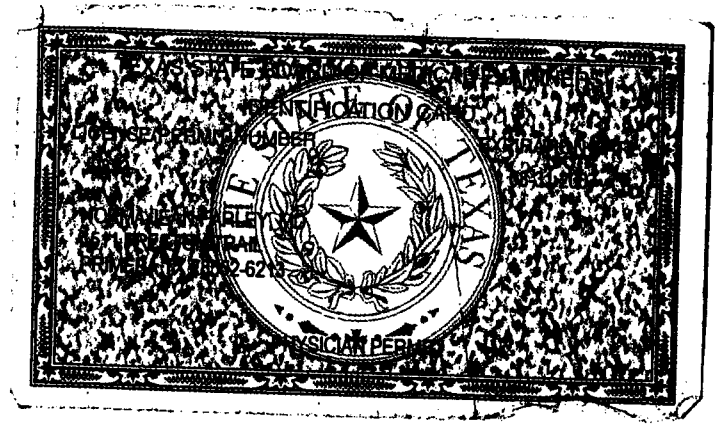
6. When the forensic pathologist is planned to be out of the office, a qualified pathologist will be hired for that period of time and at the expense of A.S.E.T./primary pathologist. This pathologist will be required to complete the autopsy report in a timely fashion and the primary pathologist at A.S.E.T. will review and cosign the final autopsy report.
7. A.S.E.T. will provide an autopsy technician and transcriptionist at no additional cost to the county. Elizondo Embalming Services has been contacted and verbally agrees to allow A.S.E.T. to use their facility.
8. The cellular telephone/digital pager of the pathologist will be available only to appropriate county officials. Working hours for autopsy services will be 8:00 a.m. to 5:00 p.m. weekdays and as needed on weekends and holidays, as is the usual in other counties in Texas. After business hours, an answering service or pathology assistant will be available for calls; however, calls related to autopsies or reports should be received during working hours. Since the county is a Justice of the Peace system, a J.P. should be the contact person on deaths in the county, since the pathologist has no jurisdiction in such a system. The pathologist should be contacted only on cases needing forensic assistance after hours (e.g. mass fatalities, high profile cases or multiple homicides in one location).
9. Transportation of bodies is currently with Elizondo Embalming, which would obviously allow 24 hours access to the facility in order to drop off bodies.

E. Statement of Commitment

I agree to provide forensic services as described in the scope of services detailed above.

A handwritten signature in cursive script, reading "Norma Jean Farley, M.D.", is written over a horizontal line.

Norma Jean Farley, M.D.



Request For Qualifications
for
**"Pathologist to Provide Turnkey Autopsy and
Related Services for Hidalgo County"**
RFQ No.: 06-192-07-26-otm
JULY 26, 2006

To: Martha L. Salazar, CPPB/Purchasing Agent
Hidalgo County Purchasing Department
100 E. Cano, 4th Floor - Administration Building
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 bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its 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.

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

Bidder 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 RFQs, as contained in the Requirements.

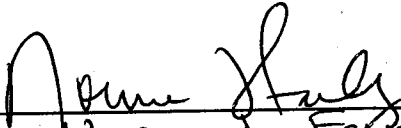
Respectfully submitted,

Bidder: Norma Jean Farley
Address: 154 Preston Trail
Harlingen, TX 78552
By: Self
Printed Name: Norma Jean Farley
Title: M.D.

**Certification
Regarding Debarment, Suspension and Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: 
Print Name: Norma J. Farley
Title: M.D.
Telephone Number: 956-778-8742
Date: 7/24/02

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person doing business with local governmental entity.

Norma Jean Farley

2

Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3

Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

None

4

Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

None

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

Page 2

For vendor or other person doing business with local governmental entity

5 Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

Yes

No

N/A

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

Yes

No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes

No

D. Describe each affiliation or business relationship.

6 Describe any other affiliation or business relationship that might cause a conflict of interest.

7

Norma J. Feely
Signature of person doing business with the governmental entity

7/24/06
Date

N/A

Insurance Requirement Acknowledgment

I, Phillip Farley, authorized representative for Norma Farley aka A.S.E.T., PLLC
Company/Vendor

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

will be acquired upon notification of intent to award bid at the next regularly scheduled Hidalgo County Commissioners' Court; (*An insurance certificate for the required insurance limits shall be provided to the Purchasing Department by no later 9:30 a.m., the morning of the Commissioner's Court meeting, in order to qualify for award of bid and to execute a contract between our Company and the County.)

will acquire additional amount needed to meet the County's requirements upon notification of intent to award bid at the next scheduled Hidalgo County Commissioners' Court; currently carry the following:

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

(*An insurance certificate for the required insurance limits shall be provided to the Purchasing Department by no later 9:30 a.m., the morning of the Commissioner's Court meeting, in order to qualify for award of bid and to execute a contract between our Company and the County.) **OR**

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

Authorized Representative

Date

Notice to Bidder: Failure to provide Certificates of Insurance at Commissioners' Court will cause the bid award to be rescinded and then awarded to next lowest bidder. Certificates of Insurance will be monitored/verified on a **quarterly basis** to ensure coverage policy is in place.

THIS FORM MUST ACCOMPANY BID PACKET

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: Yes No

If yes, by whom?: State General Services Commission Other _____

Indicate Certification No(s): _____ or Are Certificate(s) Attached?: Yes No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

N/A

What percentage of the Bid or RFQ is to be subcontracted with Certified HUB sources?: 0 % (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status: _____

Certifying Agency (Check all applicable): State General Services Commission Other _____

Address: _____ City: _____ State: _____ Zip: _____ Contact
Person: _____ Title: _____ Phone No.: () _____ Subcontract
Amount: \$ _____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____

Certifying Agency (Check all applicable): State General Services Commission Other _____

Address: _____ City: _____ State: _____ Zip: _____ Contact
Person: _____ Title: _____ Phone No.: () _____ Subcontract
Amount: \$ _____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____

Certifying Agency (Check all applicable): State General Services Commission Other _____

Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: () _____
Subcontract Amount: \$ _____ Description of Work to be Performed: _____

HIDALGO COUNTY
PURCHASING DEPARTMENT
BIDDER/VENDOR APPLICATION

VENDOR NO.: _____

ENTRY DATE: 7/24/04

Complete in print or type. It is the vendor's responsibility to return this application to Hidalgo County Purchasing Department.

Company Name <u>Norma Farley aka A.S.E.T. PLLC</u>	Telephone No. <u>(956) 778-8742</u>	
Mailing Address <u>1511 Preston Trail Harlingen, TX 78552</u>	Fax No. <u>(956) 4280411</u>	
City, State, Zip	Tax I.D. No. <u>353646764</u>	
E-Mail Address <u>pfarley@rgv.rr.com</u>	Website Address: <u>none</u>	
Representative(s) Name(s) & Title(s) <u>Norma + Phillip Farley</u>		
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts: <u>Norma Farley, President</u> <u>Phillip Farley, Manager</u>		
Type of Organization (check one): <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> LLC <input type="checkbox"/> Other, Specify _____		
Federal Identification No. or (if individual) SS No. <u>353646764</u>		
State of Incorporation: _____ Other: _____		
Type of Business (check one): <input type="checkbox"/> Manufacturer <input type="checkbox"/> Wholesaler <input type="checkbox"/> Retailer <input type="checkbox"/> Broker <input type="checkbox"/> Distributor <input type="checkbox"/> Service Organization <input checked="" type="checkbox"/> Other, Specify <u>Medical Services</u>		
Small and/or Disadvantaged Business Information (check application criteria)		
Small Business:	Disadvantaged Business (At Least 51% Ownership)	
<input checked="" type="checkbox"/> Less than 125,000 annual gross receipt	<input type="checkbox"/> Black American	<input type="checkbox"/> Native American
<input type="checkbox"/> Less than 250,000 annual gross receipt	<input type="checkbox"/> Hispanic American	<input checked="" type="checkbox"/> Women
<input type="checkbox"/> Less than 499,000 annual gross receipt	<input type="checkbox"/> Asian Pacific American	<input type="checkbox"/> Other
<input type="checkbox"/> More than 500,000 annual gross receipt		
Have you been certified as a HUB or an MBE/WBE source?: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Indicate Certification No.(s): _____ or are Certificate(s) attached?: <input type="checkbox"/> Yes <input type="checkbox"/> No		
What type of product(s) is/are solicited by your company?: <u>We provide autopsy Services.</u>		
Would you like to be provided with specifications for procurements of such products?: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING
FOR "GROUP VOLUNTARY DENTAL PLAN"

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, Norma Jean Farley, being first duly sworn, deposes that:

- (1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.
- (2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.
- (3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.
- (4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title: Norma Jean Farley, MD

Subscribed and sworn to before me this 25th day of JULY, ~~2005~~ 2006.

Rachna Khosla

Notary Public

My commission expires: AUGUST 11, ~~2006~~ 2007



**EXHIBIT “C”
QUALIFICATIONS**



PURCHASING DEPARTMENT

County Of Hidalgo

REQUEST FOR QUALIFICATIONS (RFQ) CHECKLIST

HIDALGO COUNTY

"Pathologist to Provide Turnkey Autopsy and Related Services"

Bid No: 06-192-07-26-otm

1. Request For Qualifications Letter.
2. Request for Qualifications, Legal Notice, consisting of 8 pages.
3. Requirements (Exhibit A), consisting of 7 pages.
4. Evaluation Criteria (Exhibit B), consisting of 2 pages.
5. Certification Regarding Debarment, Suspension, and Ineligibility, consisting of 1 pages.
6. Bidder/Vendor Application.
7. Historically Underutilized Business (HUB) Declaration.
8. Request for Taxpayer Identification Number and Certification (W-9), consisting of 1 pages.
9. Insurance Requirements (Exhibit C), consisting of 3 pages.
10. Draft Service Contract
11. Conflict of Interest (Exhibit D), consisting of 2 pages.
12. Proposer's Affidavit, (Exhibit E), consisting of 1 pages.

The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.


Martha L. Salazar, CPPB, Purchasing Agent

June 19, 2006

Date



PURCHASING DEPARTMENT
County Of Hidalgo

June 19, 2006

Re: **HIDALGO COUNTY**
Request For Qualifications - **"Pathologist to Provide Turnkey Autopsy and
Related Services"**
RFQ No: 06-192-07-26-otm

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for you review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS

Enclosures

REQUEST FOR QUALIFICATIONS

Hidalgo County
Edinburg, Texas

Pathologist to Provide Turnkey Autopsy and Related Services

JULY 26, 2006

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
100 E. Cano, 4th Floor - Administration Building
Edinburg, Texas 78539
(956) 318-2626

Form HCPD-04

1. **Sealed Statement of Qualifications** will be received for "**Pathologist to Provide Turnkey Autopsy and Related Services for Hidalgo County**", in accordance with the requirements attached hereto as Exhibit "A." RFQs should address all requirements set forth. Vendors may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall RFQ.
2. One (1) original and ten (10) copies of all RFQs are required, with vendor's name and address clearly typed/printed on upper left hand corner of the envelope and/or package, **REQUEST FOR QUALIFICATIONS, Bid No.: 06-192-07-26-otm "Pathologist to Provide Turnkey Autopsy and Related Services for Hidalgo County"** and in County's Purchasing Department, 100 E. Cano, 4th Floor, Administration Building, Edinburg, Texas **on or before 9:30 A.M. Wednesday, JULY 26, 2006. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO RFQ.** [REDACTED]
[REDACTED] **WRITTEN QUESTIONS WILL BE ACCEPTED NO LATER THAN** Wednesday, July 05, 2006 at 5:00 p.m. Responses will be sent to all applicants via facsimile by Friday, July 07, 2006. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**
3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal. The award of this contract shall be made to the responsible offeror whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.
4. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible proposer, or to reject all proposals and re-advertise.
5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the proposal and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the proposal.

6. No RFQ may be withdrawn within ninety (90) days from the scheduled time to accept RFQs,
7. Any interpretations, amendments, corrections or changes to this RFQ document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of this Request for Qualifications. Vendors shall acknowledge receipt of all addenda as a part of their RFQ.
8. County reserves the right to accept or reject any or all RFQs.
9. Costs are to be net F.O.B. destination, County Prepaid.
10. County is exempt from Federal Excise Tax, State Tax and Local Tax. Tax exemption certificates will be furnished upon request.

11. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a proposal or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

12. Upon award and prior to execution of a contract, Sole Proprietorship are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal I.D. Number Certificate.

13. DELIVERY INSTRUCTIONS: (for applicable goods and/or services)

- . No deliveries accepted after 3:00 P.M., Monday-Friday.
- . At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- . If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

14. BILLING AND PAYMENT INSTRUCTIONS:

- . Invoices must include:
 - a) Name and address of successful proposer
 - b) Name and address of receiving department or official
 - c) Purchase Order Number (if any)
 - d) Notation - "**Pathologist to Provide Turnkey Autopsy and Related Services for Hidalgo County**"
 - e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
Ray Eufrazio, County Auditor
100 E. Cano, 3rd Floor
Edinburg, TX 78539
(956) 318-2511

15. Schedule of Events

RFQ Acceptance Date, 9:30 A.M.	<u>July 26, 2006</u>
Award of Contract	_____, 2006
Commence Work or Deliver Products	_____, 2006

16. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

- If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45 CFR76.
- Together with the signing of a contract or issuance of a purchase order following the acceptance of a proposal, and prior to commencement of the actual work, the proposer shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.
- If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and materialmen have been paid.
- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.
- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

17. Ethical Standards:

- 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 the County, or for any elected official, department head or employee

or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer 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 advice, 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 the County.

- . 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 the County, or any person associated therewith, as an inducement for the award of a subcontract or order.
- . No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

18. 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 contracts 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 completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539—Hidalgo County Courthouse.

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

19. If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

20. Proposals, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
21. Minimum Standards For Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:
 - Possess or is able to obtain adequate financial resources as required to perform under the proposal;
 - Be able to comply with the required or proposed delivery schedule;
 - Have a satisfactory record of performance;
 - Have a satisfactory record of integrity and ethics;
 - Be otherwise qualified and eligible to receive an award.
22. Successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful proposer's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
23. Any contract award 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 (30) day's written notice prior to cancellation.
24. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:
 - A. Meet schedules;
 - B. Pay any required fees or taxes; or
 - C. Otherwise perform in accordance with the requirements.
25. Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be obtained against

County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful proposer's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.

26. Successful proposer shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
27. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
28. The successful proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.
29. Proposers shall provide with the proposal response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.
30. Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non conforming.

1. **Sealed Statement of Qualifications** will be received for "**Pathologist to Provide Turnkey Autopsy and Related Services for Hidalgo County**", in accordance with the requirements attached hereto as Exhibit "A." RFQs should address all requirements set forth. Vendors may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall RFQ.
2. One (1) original and ten (10) copies of all RFQs are required, with vendor's name and address clearly typed/printed on upper left hand corner of the envelope and/or package, **REQUEST FOR QUALIFICATIONS, Bid No.: 06-192-07-26-otm "Pathologist to Provide Turnkey Autopsy and Related Services for Hidalgo County"** and in County's Purchasing Department, 100 E. Cano, 4th Floor, Administration Building, Edinburg, Texas **on or before 9:30 A.M. Wednesday, JULY 26, 2006. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO RFQ.** [REDACTED] **WRITTEN QUESTIONS WILL BE ACCEPTED NO LATER THAN Wednesday, July 05, 2006 at 5:00 p.m.** Responses will be sent to all applicants via facsimile by Friday, July 07, 2006. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**
3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal. The award of this contract shall be made to the responsible offeror whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.
4. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible proposer, or to reject all proposals and re-advertise.
5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the proposal and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the proposal.

6. No RFQ may be withdrawn within ninety (90) days from the scheduled time to accept RFQs,
7. Any interpretations, amendments, corrections or changes to this RFQ document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of this Request for Qualifications. Vendors shall acknowledge receipt of all addenda as a part of their RFQ.
8. County reserves the right to accept or reject any or all RFQs.
9. Costs are to be net F.O.B. destination, County Prepaid.
10. County is exempt from Federal Excise Tax, State Tax and Local Tax. Tax exemption certificates will be furnished upon request.
11. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a proposal or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
12. Upon award and prior to execution of a contract, Sole Proprietorship are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal I.D. Number Certificate.
13. DELIVERY INSTRUCTIONS: (for applicable goods and/or services)
 - No deliveries accepted after 3:00 P.M., Monday-Friday.
 - At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
 - If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

14. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
 - a) Name and address of successful proposer
 - b) Name and address of receiving department or official
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 - d) Notation - "**Pathologist to Provide Turnkey Autopsy and Related Services for Hidalgo County**"
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- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

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or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer 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 advice, 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 the County.

- 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 the County, or any person associated therewith, as an inducement for the award of a subcontract or order.
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- Possess or is able to obtain adequate financial resources as required to perform under the proposal;
 - Be able to comply with the required or proposed delivery schedule;
 - Have a satisfactory record of performance;
 - Have a satisfactory record of integrity and ethics;
 - Be otherwise qualified and eligible to receive an award.
22. Successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful proposer's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
23. Any contract award 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 (30) day's written notice prior to cancellation.
24. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:
- A. Meet schedules;
 - B. Pay any required fees or taxes; or
 - C. Otherwise perform in accordance with the requirements.
25. Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be obtained against

County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful proposer's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.

26. Successful proposer shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
27. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
28. The successful proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.
29. Proposers shall provide with the proposal response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.
30. Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non conforming.

Request For Qualifications
for
**"Pathologist to Provide Turnkey Autopsy and
Related Services for Hidalgo County"**
RFQ No.: 06-192-07-26-otm
JULY 26, 2006

To: Martha L. Salazar, CPPB/Purchasing Agent
Hidalgo County Purchasing Department
100 E. Cano, 4th Floor - Administration Building
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 bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its 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.

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

Bidder 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 RFQs, as contained in the Requirements.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

REQUIREMENTS

**HIDALGO COUNTY
REQUEST FOR QUALIFICATIONS**

**Pathologist to Provide Turnkey
Autopsy and Related Services**

RFQ Number: 2006-192-07-26-otm

The County of Hidalgo is seeking to engage the Services of a State Registered "Texas" Physician/Pathologist to provide "**Turnkey Autopsy and Related Services** " for Hidalgo County on an "as needed basis" as specified herein. The related services will require the vendor to have access to an AUTOPSY FACILITY in Hidalgo County. Statements of qualifications will be accepted until **9:30 A.M., Wednesday, July 26, 2006.** **ANY RFQ RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

**Deliver Submittal to:
RFQ Number 06-192-07-26-otm
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
100 E. Cano, 4th Floor
Edinburg, Texas 78539**

The Submittal Envelope Must Show The Submittal Number, Name And Opening Date.

The following outlines the Request For Qualifications:

SECTION I GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that statements of qualifications be routed to Martha L. Salazar, CPPB/Purchasing Agent, at 100 E. Cano, 4th Floor, Edinburg, Texas 78539. **WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN** Wednesday, July 05, 2006 at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, July 07, 2006. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

PROPOSER'S AFFIDAVIT: Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit E) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit; (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit; or that the Respondent had 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 RFQS: 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 specifications. Hidalgo County will make the final determination as to the vendor'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 vendor responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS: It is the responsibility of the submitter to review the Request for Qualifications (RFQ) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or request for qualifications procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

PROPOSAL DELIVERY: Hidalgo County requires submitters, when hand delivering qualifications, to have a Purchasing Department representative time date and stamp and initial the envelope when dropping RFQ off.

SIGNING OF QUALIFICATIONS: In order to be considered all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES: Hidalgo County 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.

ADDITIONAL INFORMATION TO SUBMITTERS:

Initial term of contract will commence upon award and execution of contract for a two (2) year term with the County's sole option to renew for an additional one (1) year term under the same fees/rates, terms and conditions.

Hidalgo County reserves the right to terminate this agreement by giving the contracted party sixty (60) days written notice of cancellation or until a new physician has been contracted whichever comes first.

In the event that the County of Hidalgo creates/establishes a medical examiner's position, this agreement would be terminated upon the hiring of a medical examiner.

Hidalgo County is attempting to secure a contract for a facility at which the contracted physician will perform autopsies and related services. In the event Hidalgo County is successful in securing such contract. The physician will be ask to reduce the turnkey fee which includes a facility. It will be Hidalgo County's option to award the contract that is most advantageous to Hidalgo County. Physician agrees to abide by Hidalgo County's decision, if Hidalgo County awards a contract at a location other than a "Turnkey Solution".

SECTION II RFQ REQUIREMENTS:

Request For Qualifications: The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ. A total of **one (1) original and ten (10) copies** of the RFQ shall be submitted to the address on the cover letter.

Project Overview:

Chapter 49 of the Code of Criminal Procedure applies to the inquest into a death occurring in a county that does not have a medical examiner's office or that is not part of a medical examiner's district. Therefore, in order to comply with an order by a Justice of the Peace that an autopsy is necessary as a result of an inquest, the need exists and it is the intention of Hidalgo County to contract the services of a Pathologist. The County of Hidalgo will receive Statements of Qualifications from interested Physicians for the provision of "Turnkey Autopsy and Related Services" on an "As Needed Basis". Hidalgo County has over the last three (3) years, averaged two hundred (200) autopsies per year (no annual volume is implied or guaranteed).

Scope of Services:

Hidalgo County, as stated previously herein, is seeking interested and qualified Physicians to submit Statements of Qualifications to provide "Turnkey Autopsy and Related Services" on an "As Needed Basis."

The following is a general description of, but not limited to the services required the project described in the project overview:

1. Physician contracted will be expected to perform and provide all the components necessary but not limited to the facility, X-Ray machine, X-Ray developer, Histology lab and Toxicology Lab to provide and render the services required by Hidalgo County.
2. Physicians will be required to contract with a laboratory to perform a forensic analysis for the purposes of introducing physical evidence for use in a criminal proceeding, such laboratory should be accredited according to rules set forth by Department of Public Safety.
3. A post mortem examination of the body of a person, including x-rays and an examination of the internal organs and structures after dissection, to determine the cause of death or the nature of any pathological changes that may have contributed to the death and includes removing a sample of body fluids, tissue or organs in order to determine the nature and cause of death even when a complete post mortem examination of the body is not done and chemical tests of body fluids; and
4. Testifying, when necessary, in all criminal proceedings as required by subpoena including but not limited to inquest/inquest hearings and; the submission of a written report including but not limited to all findings from a complete autopsy and accompanied by all laboratory results are to be submitted to the Hidalgo County District Attorney's Office two (2) weeks after autopsy has been completed, or earlier.
5. An autopsy, as ordered by a Justice of the Peace and directed by the appropriate County officials, must be completed within twenty-four (24) hours of said order. Pathologist must be available to provide the services requested twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year.

6. Twenty-Four (24) Hours of notification of proper official: Physician is responsible to have a qualified physician to render said services in his absences which exceed twenty-four (24) hours and shall submit the name of the qualified Pathologist that will provide the services requested within the specified time limit. Pathologist will be on call 24/7.
7. Turnkey Service; Medical/Assistance Staff and Autopsy Facility: Pathologist (Physicians) contracted will be expected to engage the services of any medical assistants to render autopsies, with no additional expense or liability to the County of Hidalgo; as well as, access to an Autopsy Facility within Hidalgo County.
8. The contractor shall provide his/her own telephone and pager numbers to the appropriate County officials.
9. Hidalgo County will contract with an awarded vendor to Transport Dead Bodies to the facility designated by the Physician. Contracted Physician will provide Hidalgo County with location and address of Autopsy Facility. Physician's facility must be accessible and available to the County's Transport Contractor 24 hours a day, seven days a week, 365 days a year.
10. **Hidalgo County reserves the right to confirm/verify any and all documentation submitted not limited to (Curriculum Vitae, Licenses, Certifications, Letter of "Good Standing" from Medical Examiners Board, Professional Liability Insurance).**

Qualifications for the Pathologist:

A. Education-Forensic Science:

The minimal qualifications of an expert pathologist include the following:

1. College and medical school (generally eight years); graduation as a Doctor of Medicine from an accredited medical school, with specific training and/or experience in pathology, toxicology, histology and other medical-legal sciences, or any equivalent combination of experience and training which provides the required knowledge, skills and abilities;
2. Residency in pathology (four years);
3. Board eligible or certified in Anatomic and Forensic Pathology and/or American Board of Pathology;
4. Licensed to practice medicine in Texas .

B. Additional Educational Requirements (Foreign Medical Student):

In order to be licensed to practice medicine in the United States, foreign medical graduates are required to fulfill certain additional prerequisites including:

1. Graduation from a foreign medical school recognized by the Educational Committee for Foreign Medical Graduates (ECFMG);
2. Submission of educational credentials including a detailed list of grades to the ECFMG;

3. Passing an English and Professional examination given by the ECFMG (the passing grade being 75% or more).

The Educational Committee for Foreign Medical Graduates is a nonprofit organization sponsored by the American Board of Medical Specialties, American Hospital Association, Association of Medical Colleges, American Medical Association, American Medical Association for Hospital Medical Education, Federation of State Medical Boards of the United States, and the National Medical Association.

C. Certification(s):

A residency in general pathology is a prerequisite for a residency in forensic pathology. Various combinations of pathology and forensic pathology residency are acceptable in acquiring eligibility for the American Board of Pathology Certification examinations. All acceptable residencies must be taken in programs conducted by institutions specifically approved for this purpose by the American Specialty Boards. There are several hundred approved training programs in anatomic and clinical pathology in various hospitals throughout the country, but only about 30 approved programs in forensic pathology. The approved programs may consist of:

- A. Four years in anatomic pathology and one year in forensic pathology; eligibility for certification in anatomic and forensic pathology: (preferred)
- B. Two years in anatomic pathology and two years in forensic pathology; eligibility for certification in anatomic and forensic pathology. (minimum)

D. Forensic Professional Associations

Membership and official positions in various forensic organizations. Some major American medio-legal associations are:

- A. The American Academy of Forensic Science (membership limited to individuals actively involved in forensic sciences including pathology, toxicology, odontology, anthropology, psychiatry, criminalistics, and questioned documents);
- B. The American College of Legal Medicine (full fellowship is granted only associate membership);
- C. The National Association of Medical Examiners (criteria or admission are similar to those of the AAFS).

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

A. Complete and current "Curriculum Vitae" to include:

1. Education
- 2.. Qualifications

3. Copy of current license to practice in Texas
4. Copy of professional liability insurance with limits (see minimum limits on all insurance required by Hidalgo County described in Exhibit "C" included in this packet)

B. Expertise:

1. List all memberships in professional organizations and board certifications currently held
2. Letter of "Good Standing" from Medical Examiners Board

C. Experience:

1. Professional history
2. Prior or current contracts of similar nature
3. Give references/tenure either expiration of contract or termination. Any references that you might provide, please include contact name and phone numbers.

D. Understanding of the Scope of Services Required

1. Your response to the RFQ (Request for Qualifications) should describe your understanding of the scope of services listed herein and a brief narrative of the methodology and approach to rendering the services required, including access to an Autopsy Facility in Hidalgo County.
2. Statement of commitment to adhere to the terms, conditions and requirements as described herein.

*****PROPOSERS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL:** The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001), et seq.***

NUMBER OF COPIES TO BE SUBMITTED: Hidalgo County requires **one (1) original submittal and ten (10) copies.**

PART III-SELECTION AND SCHEDULES

SELECTION PROCEDURES: The RFQ shall be submitted according to the schedule below. The respondent should be able to submit a Cost Proposal on short notice at a later time.

Proposal Ranking: An Evaluation Committee may score and evaluate the written RFQs. As part of evaluation process the Committee will interview the candidates. The Evaluation Committee will then present the scoring and evaluation grid to the Hidalgo County Commissioners' Court for ranking. The Purchasing Department will request authority to negotiate a final contract for services with the number one (1) ranked physician. Hidalgo County may designate and select an Evaluation Committee.

Negotiation Process: If negotiations prove unsuccessful, the next highest ranked firm will be contacted. The County of Hidalgo reserves the right to reject any and all RFQs.

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

PROPOSAL SUBMITTED TO: An original and ten (10) copies of RFQs should be submitted to:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building; 100 E. Cano, 4th Floor
Edinburg, Texas 78539

RFQs must be submitted by **no later than 9:30 a.m. on Wednesday, July 26, 2006.**

EVALUATION: The evaluation system consists of a 100-point system with possible bonus points. The candidates will be short-listed from this evaluation. Categories evaluated under the 100-point system include the submitter's response to the RFQ and will be based on the criteria outlined in Exhibit B.

All information requested must be provided in order to be considered. Failure to provide information requested will be grounds for a disqualification for the position.

EXHIBIT "B"

HIDALGO COUNTY REQUEST FOR QUALIFICATIONS

"Pathologist to Provide Turnkey Autopsy and Related Services for Hidalgo County"

SELECTION CRITERIA

RFQ Evaluation Criteria

The submitter's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. Educational Requirements (15)

As much educational information must be provided in this section to address all of the requirements set forth in the RFQ. This will allow for the evaluators to determine the following:

- * the minimum requirements were met (05)
- * the minimum requirements were exceeded (10)

2. Expertise (25)

This section shall include all of the Board Certifications of Specialization held and the number of years held; membership(s) to professional organizations; Letters of Good Standing from Medical Examiner's Board, etc.

3. Experience Providing Comparable Services (30)

Provide all the professional background/history/experience in performing similar contracts and/or employment for counties, cities, or other governmental agencies as stated in the Request For Qualifications (RFQ). State when and where (firm[s]) the work, as Pathologist or Forensic Pathologist, was performed. Indicate the reason for leaving, if applicable.

Similar experience gained through other clients should be substantiated by reference. Reference information should be as current as possible, especially contact persons and telephone numbers. List name(s) of District or County Attorney's Offices, or court judge(s) worked with on cases involving the death of individuals, contact(s) who can state your qualifications on the stand, during trial.

A list of similar projects shall be included in an appendix. Also in this section, outline the contingency plans for servicing the project in the event of extended absences (exceeding 24 hours), when not available for any reason during the period of performance.

Hidalgo County reserves the right to inquire in connection to the references provided.

4. Understanding of Project, Commitment & Completeness of SOQ Submitted (30)

The proposal shall include the following:

- * Understanding of project with Commitment to render all services as detailed herein (see scope of services) (15)
- * completeness of submission of all required documentation provided (15)

5. Interview (up to 20 points)

- * Bonus Points

“PATHOLOGIST TO PROVIDE TURNKEY / AUTOPSY AND RELATED SERVICES”

Statements of Qualifications in response to the RFQ for the project of a “Pathologist to Provide Turnkey Autopsy and Related Services will be evaluated by the Hidalgo County in terms of the criteria listed below. All Statements of Qualifications will be reviewed and assessed for detail, clarity, and comprehensiveness.

The evaluation will be based, but not limited to, on the following criteria:

	<u>Maximum Points</u>	
I. Educational Requirements:	15 points	_____
a. Minimum educational requirements met	05 pts.	
b. Exceeds minimum educational requirements	10 pts.	
II. Expertise:	25 points	_____
Board Certifications of Specialization Held:		
a. Years Held		
i. minimum of three (3) years	05 pts.	
ii. Five (5) or more and less than 10years	10 pts.	
iii. More than Ten (10) years	15 pts.	
b. Letter of Good Standing from Medical Examiner’s Board	10 pts.	
III. Experience providing comparable services:	30 points	_____
a. 0-5 years experience in Pathology	05 pts.	
b. 0-5 years experience in Forensic Pathology	10 pts.	
c. 6 years or more in both Pathology and Forensics	15 pts.	
IV. Understanding of Project, Commitment & Completeness of SOQ submitted:	30 points	_____
a. Understanding of project with commitment to render all services as detailed herein (see scope of services), including access to Autopsy Facility in Hidalgo County.	15 pts.	
b. Completeness of Submission of all required documentation provided.	15 pts.	
	Total Scoring Points (100)	_____
	=====	
V. Interview (up to 20 bonus points)	20 points	_____
	Total Possible Points (120)	_____

Comments: _____

 EVALUATOR / GRADER DEPARTMENT

 DATE

**Certification
Regarding Debarment, Suspension and Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: _____
Print Name: _____
Title: _____
Telephone Number: _____
Date: _____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

**PURCHASING DEPARTMENT
 BIDDER/VENDOR APPLICATION**

VENDOR NO.: _____

ENTRY DATE: _____

Complete in print or type. It is the vendor's responsibility to return this application to Hidalgo County Purchasing Department.

Company Name	Telephone No. ()
Mailing Address	Fax No. ()
City, State, Zip	Tax I.D. No.
E-Mail Address	Website Address:
Representative(s) Name(s) & Title(s)	
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:	
Type of Organization (check one): ___ Individual ___ Partnership ___ Corporation ___ LLC ___ Other, Specify _____	
Federal Identification No. or (if individual) SS No. _____	
State of Incorporation: _____ Other: _____	
Type of Business (check one): ___ Manufacturer ___ Wholesaler ___ Retailer ___ Broker ___ Distributor ___ Service Organization ___ Other, Specify _____	
Small and/or Disadvantaged Business Information (check application criteria)	
Small Business:	Disadvantaged Business (At Least 51% Ownership)
<input type="checkbox"/> Less than 125,000 annual gross receipt	<input type="checkbox"/> Black American
<input type="checkbox"/> Less than 250,000 annual gross receipt	<input type="checkbox"/> Hispanic American
<input type="checkbox"/> Less than 499,000 annual gross receipt	<input type="checkbox"/> Asian Pacific American
<input type="checkbox"/> More than 500,000 annual gross receipt	<input type="checkbox"/> Native American
	<input type="checkbox"/> Women
	<input type="checkbox"/> Other
Have you been certified as a HUB or an MBE/WBE source?: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Indicate Certification No.(s): _____ or are Certificate(s) attached?: <input type="checkbox"/> Yes <input type="checkbox"/> No	
What type of product(s) is/are solicited by your company?: _____	

Would you like to be provided with specifications for procurements of such products?: <input type="checkbox"/> Yes <input type="checkbox"/> No	

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: Yes No

If yes, by whom?: State General Services Commission Other _____

Indicate Certification No(s): _____ or Are Certificate(s) Attached?: Yes No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid or RFQ is to be subcontracted with Certified HUB sources?: _____ % (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status: _____

Certifying Agency (Check all applicable): State General Services Commission Other _____

Address: _____ City: _____ State: _____ Zip: _____ Contact
Person: _____ Title: _____ Phone No.: () _____ Subcontract
Amount: \$ _____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____

Certifying Agency (Check all applicable): State General Services Commission Other _____

Address: _____ City: _____ State: _____ Zip: _____ Contact
Person: _____ Title: _____ Phone No.: () _____ Subcontract
Amount: \$ _____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____

Certifying Agency (Check all applicable): State General Services Commission Other _____

Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: () _____
Subcontract Amount: \$ _____ Description of Work to be Performed: _____

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do NOT send to the IRS.

Name (If joint names, list first and circle the name of the person or entity whose number you enter in Part I below. See instructions on page 2 if your name has changed.) _____

Business name (Sole proprietors see instructions on page 2.) _____

Please check appropriate box: Individual/Sole proprietor Corporation Partnership Other ▶ _____

Address (number, street, and apt. or suite no.) _____

City, state, and ZIP code _____

Requester's name and address (optional) _____

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). For sole proprietors, see the instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How To Get a TIN below.

Social security number

--	--	--	--	--	--	--	--	--	--	--

OR

Employer identification number

--	--	--	--	--	--	--	--	--	--	--

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

List account number(s) here (optional) _____

Part II For Payees Exempt From Backup Withholding (See Part II instructions on page 2)

▶

Part III Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

Certification instructions.—You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, the acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (Also see Part III instructions on page 2.)

Sign Here **Signature** ▶ _____ **Date** ▶ _____

Section references are to the Internal Revenue Code.

Purpose of Form.—A person who is required to file an information return with the IRS must get your correct TIN to report income paid to you, real estate transactions, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Use Form W-9 to give your correct TIN to the requester (the person requesting your TIN) and, when applicable, (1) to certify the TIN you are giving is correct (or you are waiting for a number to be issued), (2) to certify you are not subject to backup withholding, or (3) to claim exemption from backup withholding if you are an exempt payee. Giving your correct TIN and making the appropriate certifications will prevent certain payments from being subject to backup withholding.

Note: If a requester gives you a form other than a W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

What is Backup Withholding?—Persons making certain payments to you must withhold and pay to the IRS 31% of such

payments under certain conditions. This is called "backup withholding." Payments that could be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, your payments will not be subject to backup withholding. Payments you receive will be subject to backup withholding if:

- You do not furnish your TIN to the requester, or
- The IRS tells the requester that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
- You do not certify to the requester that you are not subject to backup withholding under 3 above (for reportable

interest and dividend accounts opened after 1983 only), or

5. You do not certify your TIN. See the Part III instructions for exceptions.

Certain payees and payments are exempt from backup withholding and information reporting. See the Part II instructions and the separate instructions for the Requester of Form W-9.

How To Get a TIN.—If you do not have a TIN, apply for one immediately. To apply, get Form SS-5, Application for a Social Security Number Card (for individuals), from your local office of the Social Security Administration, or Form SS-4, Application for Employer Identification Number (for businesses and all other entities), from your local IRS office.

If you do not have a TIN, write "Applied For" in the space for the TIN in Part I, sign and date the form, and give it to the requester. Generally, you will then have 60 days to get a TIN and give it to the requester. If the requester does not receive your TIN within 60 days, backup withholding, if applicable, will begin and continue until you furnish your TIN.

EXHIBIT "C"

Insurance Requirements

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Hundred Thousand Dollars (\$100,000.00) per person and Three Hundred Thousand Dollars (\$300,000.00) per occurrence, consistent with potential exposure to County under the Texas Tort Claims Act.
2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars (\$300,000.00) per person and \$500,000.00 per occurrence, consistent with potential exposure to County under the Texas Tort Claims Act. Coverage should include injury to or death of persons and property damage claims (with limits up to \$500,000.00) arising out of the services provided to County hereunder;
3. Uninsured/Under-insured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
4. A Five Hundred Thousand Dollar (\$500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County consistent with potential exposure of County under the Texas Tort Claims Act;
5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers' Compensation Act, Texas Labor Code Chapter 401, et. seq.

Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____
Company/Vendor

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

will be acquired upon notification of intent to award bid at the next regularly scheduled Hidalgo County Commissioners' Court; (*An insurance certificate for the required insurance limits shall be provided to the Purchasing Department by no later 9:30 a.m., the morning of the Commissioner's Court meeting, in order to qualify for award of bid and to execute a contract between our Company and the County.)

will acquire additional amount needed to meet the County's requirements upon notification of intent to award bid at the next scheduled Hidalgo County Commissioners' Court; currently carry the following:

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

(*An insurance certificate for the required insurance limits shall be provided to the Purchasing Department by no later 9:30 a.m., the morning of the Commissioner's Court meeting, in order to qualify for award of bid and to execute a contract between our Company and the County.) **OR**

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

Authorized Representative

Date

Notice to Bidder: Failure to provide Certificates of Insurance at Commissioners' Court will cause the bid award to be rescinded and then awarded to next lowest bidder. Certificates of Insurance will be monitored/verified on a **quarterly basis** to ensure coverage policy is in place.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the **APPLICABLE:**

1. Licenses: _____

2. Bonds: _____

3. Certificates: _____

4. Permits: _____

5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

*** Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.**

Authorized Signature

Date

Company

Address

City, State, Zip

CONTRACT FOR SERVICES

THIS AGREEMENT is made effective the ____ day of _____, 2006, by and between the HIDALGO COUNTY, a department of HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas (hereinafter "Department") and _____, M.D. (hereinafter "Contractor") to serve at the pleasure of the Department.

WITNESSETH

WHEREAS, Department desires to contract with a person to provide the services necessary to act as the provider of professional medical services for the residents of the Department facility (the "Clients") that are more specifically set forth hereinafter; and

WHEREAS, Contractor has agreed to provide the services enumerated hereinafter for the Department.

NOW, THEREFORE, for the mutual consideration expressed hereinafter, Department and Contractor agree as follows:

1. Contractor agrees to provide to Department and its Clients the services required of Physician until required by Hidalgo County. These services include, but are not limited to:
 - (a) Obtaining and maintaining a medical license under which all medical activities of the Department employees will take place;
 - (b) Conducting physical examinations of the Clients as required by the Department;
 - (c) Conducting other evaluations and tests on each Client as required by the Department;
 - (d) Interpreting the results of any test conducted under (b) or (c) above and submitting a written report to Department of the results of such tests and examinations, as required by Department;

(e) Together with a , provided at the sole cost and expense of Department, conducting "call clinics" for at least four (4) hours per week at the of Department, and up to two (2) additional hours as scheduled among the medical staff of the jail to assure a minimum of then (10) total sick call hours per week, it being the duty of the nurse to organize additional clinic visits by Client to follow up on medications, treatments and similar requirements; and

(f) Serving on general call on a daily basis, except when out of town.

3. Contractor represents that he is a licensed physician licensed by the State of Texas and qualified to perform and execute the services provided above. If such license is suspended or revoked, this Contract shall automatically be terminated and Contractor shall immediately notify the Hidalgo County and Hidalgo County of such suspension or revocation.

4. Contractor shall prepare, maintain and submit all records that are designated, required or prescribed by either Department or the. In addition, Contractor shall permit Department and the to audit or inspect records and reports on services and/or evaluate the performance of the services provided hereunder at any time. Contractor shall provide reasonable access to all records, books, reports and other pertinent data and information needed to accomplish reviews of activities, services and expenditures of the Department.

5. Contractor shall adopt and implement workplace guidelines concerning persons with AIDS and HIV infection and shall develop and implement guidelines regarding confidentiality of AIDS and HIV-related medical information for employees of Contractor and for Clients, inmates, patients and/or residents served by Contractor.

6. As consideration for the above and foregoing, Contractor shall submit a monthly billing statement to the Department (P.O. Box , Edinburg, Texas 78539). Said statement must provide an itemized list of services rendered to Department during the statement period. Upon receipt of said statement, the Department shall submit a requisition for payment of said services in the customary manner provided for payments utilized by Hidalgo County, Texas. Contractor shall be compensated in the amount of _____ (_____) per month for the services provided to Department hereunder.

7. Contractor must comply with all applicable Department and Hidalgo County policies. Notwithstanding the foregoing sentence, Contractor represents and maintains that he is an independent contractor and is not an employee of Department, Hidalgo County, Texas, or any agency thereof, and represents and warrants that he does not desire or request any fringe benefits provided to employees of Department, Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Contractor agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

8. Department and Contractor agree that either party may terminate this contract at any time for any reason or no reason at all upon the giving of thirty (30) days prior written notice to the other party. Proper notice will be submitted through certified mail to:

Hidalgo County Judge's Office
100 E. Cano, 2nd Floor
Edinburg, Texas 78539
ATTN: Hidalgo County Judge.

9. Contractor agrees to provide liability insurance covering his activities in providing the services for Department in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish Department a certificate issued by the insurer that such insurance is in full force and effect.

10. Except as otherwise herein provided, Contractor may not assign the obligations or rights under this Contract to any person without the prior written consent of Department.

11. **Initial term of contract will commence upon award and execution of contract for a two (2) year term with the County's sole option to renew for an additional one (1) year term under the same fees/rates, terms and conditions.**

EXECUTED as of the day and year first written above.

HIDALGO COUNTY, TEXAS

By: _____

Ramon Garcia County Judge

CONTRACTOR

_____, M.D.

Eddy Trevino, County Clerk

Commissioners' Court

APPROVED AS TO FORM

Atlas & Hall, L.L.P.

By: _____

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

Page 2

5 Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

Yes No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each affiliation or business relationship.

6 Describe any other affiliation or business relationship that might cause a conflict of interest.

7

Signature of person doing business with the governmental entity

Date

PROPOSER'S AFFIDAVIT
Exhibit "E"

**PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING
FOR "GROUP VOLUNTARY DENTAL PLAN"**

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

- (1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.
- (2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.
- (3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.
- (4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title: _____

Subscribed and sworn to before me this _____ day of _____, 2005.

Notary Public

My commission expires: _____, 2006

JAN-08-2007 MON 02:04 PM

FAX NO.

P. 01/01



TEXAS MEDICAL LIABILITY TRUST
 P.O. Box 160146, Austin, Texas 78716
 "A health care liability claim trust created by the Texas Medical Association"

THIS IS AN OCCURRENCE POLICY

ITEM DECLARATIONS PAGE

POLICY NO. 1-124531

1	NAMED INSURED (including address) Norma J. Farley, MD P. O. Box 2918 Harlingen, TX 78551-2918	NAMED INSURED IS A: Individual
---	---	--

2	POLICY PERIOD beginning and ending at 12:01 a.m. FROM 01/01/2007 at above stated address TO 01/01/2008	
---	--	--

3 **PROFESSIONAL LIABILITY COVERAGE**
 Only the "Named Insured" described in Section V, Definitions-J of the above numbered policy has coverage under this policy, unless otherwise expressly indicated by endorsement. Insurance is afforded only with respect to such coverage as are indicated by specific charges below. All insurance under the policy and any endorsement is subject to Section IV Limits of Liability.

COVERAGE	LIMITS OF LIABILITY	PREMIUM
A. Professional Liability	each claim \$ 200,000 all claims \$ 600,000	\$7,761.00
B. Deductible (Refer to Endorsement)	\$ 0	\$0.00
C. Professional Premises Liability	each premises occurrence \$200,000 premises aggregate \$200,000	\$0.00
D. Vicarious Liability	no additional limits	\$0.00
TOTAL PREMIUM		\$7,761.00

4 **TYPE OF COVERAGE OCCURRENCE**

5 Class 1D Principal Practice 81266 PATHOLOGY
 Territory I County CAMERON

6 **FORMS & ENDORSEMENTS P100106, 43**

CREDITS INCLUDED ABOVE

This Declarations Page is part of and subject to all terms, conditions and exclusions of the above numbered policy and any endorsements issued by the Trust to the Named Insured.

Issue Date: 12/06/2006 Countersigned By: *John J. [Signature]*

TF Authorized Representative of Texas Medical Liability Trust

This Declarations Page, along with the coverage forms and endorsements attached, completes the above numbered policy.

CERTIFICATE OF INSURANCE

This certifies that

- STATE FARM FIRE AND CASUALTY COMPANY, Bloomington, Illinois
- STATE FARM GENERAL INSURANCE COMPANY, Bloomington, Illinois
- STATE FARM FIRE AND CASUALTY COMPANY, Scarborough, Ontario
- STATE FARM FLORIDA INSURANCE COMPANY, Winter Haven, Florida
- STATE FARM LLOYDS, Dallas, Texas

insures the following policyholder for the coverages indicated below:

Policyholder NORMA FARLEY
 Address of policyholder 1511 PRESTON TRAIL, HARLINGEN, TEXAS 78550
 Location of operations _____
 Description of operations PHYSICIAN

The policies listed below have been issued to the policyholder for the policy periods shown. The insurance described in these policies is subject to all the terms exclusions, and conditions of those policies. The limits of liability shown may have been reduced by any paid claims.

POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD		LIMITS OF LIABILITY (at beginning of policy period)
		Effective Date	Expiration Date	
This insurance includes:	Comprehensive Business Liability			BODILY INJURY AND PROPERTY DAMAGE Each Occurrence \$ General Aggregate \$ Products - Completed Operations Aggregate \$
	<input checked="" type="checkbox"/> Products - Completed Operations <input checked="" type="checkbox"/> Contractual Liability <input type="checkbox"/> Underground Hazard Coverage <input type="checkbox"/> Personal Injury <input type="checkbox"/> Advertising Injury <input type="checkbox"/> Explosion Hazard Coverage <input type="checkbox"/> Collapse Hazard Coverage <input type="checkbox"/> <input type="checkbox"/>			
	EXCESS LIABILITY			BODILY INJURY AND PROPERTY DAMAGE (Combined Single Limit) Each Occurrence \$ Aggregate \$
	<input type="checkbox"/> Umbrella <input type="checkbox"/> Other			
	Workers' Compensation and Employers Liability			Part 1 STATUTORY Part 2 BODILY INJURY Each Accident \$ Disease - Each Employee \$ Disease - Policy Limit \$

POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD		LIMITS OF LIABILITY (at beginning of policy period)
		Effective Date	Expiration Date	
355646764	BUSINESS POLICY	01/19/2007	01/19/2008	\$500,000. GENERAL LIABILITY
R32-9577-E10-53	AUTO POLICY	11/10/2006	11/10/2007	500/500/500

THE CERTIFICATE OF INSURANCE IS NOT A CONTRACT OF INSURANCE AND NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE APPROVED BY ANY POLICY DESCRIBED HEREIN.

ADDITIONAL INSURED: COUNTY OF HIDALGO COUNTY
 100 E CANO ST. 4TH FLOOR
 EDINBURG, TX 78539

If any of the described policies are canceled before its expiration date, State Farm will try to mail a written notice to the certificate holder 30 days before cancellation. If however, we fail to mail such notice, no obligation or liability will be imposed on State Farm or its agents or representatives.

Name and Address of Certificate Holder

COUNTY OF HIDALGO COUNTY
 100 E CANO ST. 4TH FLOOR
 EDINBURG, TX 78539

Joe E. Jones
 Signature of Authorized Representative
 AGENT
 Title _____ Date 01/22/2007

Agent's Code Stamp

AFO Code 8227

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-06-193-11-21

THIS CONTRACT is made and entered into this 21th day of November, 2006, by and between the **COUNTY OF HIDALGO, TEXAS** (“County”), and **RGV Transport Services, LLC**, a Limited Liability Company (“Company”).

WHEREAS, County requires the transportation of dead human bodies from various locations within the County to the facility contracted at which autopsies and other necessary services are performed: and

WHEREAS, the provision of dead body pickup services may, under Texas law, be provided to Service Area by a county; and

WHEREAS, County has, on November 21, 2006, acting through its Commissioners Court, awarded a contract to Company to perform the services; and

WHEREAS, Company is willing to provide services in accordance with the specifications attached hereto as Exhibit “A” and incorporated herein by reference (the “Specifications”); and

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 Service Contract is entered into in order to provide service to Hidalgo County. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.
2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide service pursuant to the terms of this Contract.

Company also agrees to respond to any call within thirty (30) minutes of telephone notification.

3. This Contract shall be for a period beginning March 26, 2007 and ending March 26, 2009 (the "Termination Date") unless in this Contract is earlier terminated pursuant to the provisions herein, as may from time to time be amended.

4. All vehicles operated by the Company shall contain all equipment required by the Act and the Specifications, and all person in the employ of Company who provide services, shall have all permits and/or certificates required by the Act, shall comply with all rules and regulations prescribed by the Texas Department of State Health Services or any other agency or authority having jurisdiction with regard to the operation and/or provision of this service, and with the terms of the Specifications.

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

6. Company shall provide 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 in the Specifications, and shall furnish to County certificates of such insurance coverage.

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

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

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

10. In the event that either party to this Contract defaults in the performance of any of its obligations hereunder, or in the event either party contends that the other party has so defaulted, the non-defaulting party will give written notice to the offending or alleged offending party, setting forth such default, and the offending party shall have thirty (30) days after receipt of such written notice to cure such default unless the default is that of Company and such default creates, in the sole opinion of the County, life threatening conditions in which case this Contract may be terminated immediately. If either party hereto fails to cure a default, the non-offending party shall have the right to immediately cancel and terminate this Contract and seek whatever available remedy such non-breaching party may have in a court of competent jurisdiction. Any provision of this Contract to the contrary notwithstanding, if County is unable to find a suitable replacement upon the termination of this Contract with or without cause, Company agrees to continue in the capacity herein described for a period not to exceed thirty (30) days at the same compensation stipulated in this Contract so that County may have an additional period of time to find a suitable replacement.

11. 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 Hidalgo County Administration Building 100 E. Cano Edinburg, Texas 78539
---------------	---

If to Company:	RGV Transport Services, LLC Attn: Mr. Aaron Rivera 1901 Pecan McAllen, Texas 78501
----------------	---

12. 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.

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

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.

14. Company warrants and represents that it will, at all times during the term of this Contract, abide by the standards and requirements set forth in the Specifications.

15. Company represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of County and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of County:

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.

16. Company shall not in any manner whatsoever have contact with or offer any information related to the procedures ordered by the appropriate County officials with any of the decedent's family, friends, or acquaintances. All communications for services requested or the Company will be through the appropriate County official to ensure compliance with Title I of the Health Insurance Portability and Accountability Act of 1996; HIPAA Standards for Privacy of Individually Identifiable Health Information (the Privacy Rule).

17. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to the Clerk to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company. County 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 County pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903 (Vernon Suppl 1995).

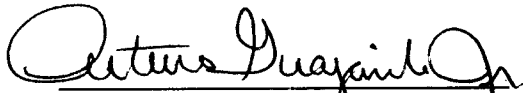
18. The term "Specifications" as used herein shall mean the specifications dated July 26, 2006 a copy of same is attached hereto as Exhibit "A" and incorporated herein for all purposes.

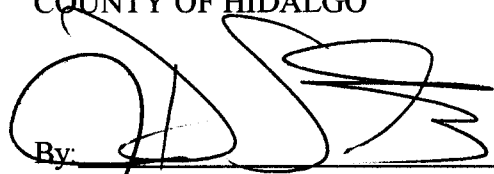
19. County and Company agree that either party may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

WITNESS our hands in duplicate originals this _____ day of _____, 2007.

ATTEST:


COUNTY OF HIDALGO


Arturo Guajardo, Jr. County Clerk *OCM*


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

COMPANY:

RGV Transport Services, LLC.

By:  _____

Approved on Commissioners' Court November 11, 2006

APPROVED AS TO FORM

Atlas & Hall, L.L.P.


By:  _____

EXHIBIT "A"
SPECIFICATIONS

Exhibit "A"
SPECIFICATIONS

"Dead Body Pickup and Transport Services-Hidalgo County"

RFB No. 2006-193-07-26-otm

SCOPE OF SERVICES:

Pursuant to Chapter 49 of the Code of Criminal Procedures and Chapter 691 of the Health and Safety Code, Hidalgo County requires the transportation of dead human bodies from various locations within the County to the facility contracted at which autopsies and other necessary services are performed. **The services are on an "As Needed Basis".**

SPECIFICATIONS:

- A. Transportation vehicle(s) used must be fully enclosed (i.e., hearse or van suitable for the transport of dead human bodies) in accordance with applicable laws and regulations. Open bed pick-up trucks are not acceptable. All drivers must possess a current valid Texas driver's license and be properly covered under bidder's insurance.
- B. Contractor must furnish all equipment required for transporting dead human bodies, i.e., body bag, gurney, cot, stretcher. Body bag will be on an "as needed basis" only.
- C. The contractor will be on call twenty-four (24) hours daily, seven (7) days per week, 365 days a year, and will be available to respond within thirty (30) minutes of telephone notification.
- D. The contractor shall provide his/her own telephone and pager service and numbers to the appropriate County officials.
- E. The contractor must provide and maintain a Surety Bond in the amount of \$10,000, which will remain in effect for the duration of the contract period. Proof of the Surety bond must be provided to the County Purchasing Agent within ten (10) days of contract award. Failure to provide said bond will result in cancellation of the bid award.
- F. Contractor cannot in any manner whatsoever have contact with or offer any information related to the procedures ordered by the appropriate County officials with any of the decedent's family, friends, or acquaintances. All communications for services requested of the Contractor will be through the appropriate County official to ensure compliance with Title I of the Health Insurance Portability and Accountability Act of 1996; HIPAA Standards for Privacy of Individually Identifiable Health Information (the Privacy Rule).
- G. Contractor must also provide the list of vehicles to be used in the transportation of bodies. Proof of ownership must be provided in the form of a notarized title. (Notarized copy is acceptable).
- H. Term of this Contract is for a period of two (2) years with the County's option to extend for an additional one (1) period under the same rates, terms of condition.
- I. Hidalgo County reserves the right to extend this bid for an additional sixty (60) day Grace Period due to unforeseen delays in the procurement process and in order to avoid any lapse in service.
- J. Hidalgo County has the right to terminate this contract upon giving sixty (60) days written /notice of cancellation.
- K. Contractor must comply with all applicable insurance requirements as detailed in Exhibit "C" contained herein.

EXHIBIT "B"
FEE SCHEDULE

BID PAGE

"Dead Body Pickup and Transport Services-Hidalgo County"

RFB No. 2006-193-07-26-otm

Bid: Bidder agrees that bid submitted herein is for the initial two (2) year term and for an additional one (1) year extension, if Hidalgo County approves to exercise that option under the same rates/fees, terms and conditions.

A. Cost for transporting one (1) body from locations within Hidalgo County to the contracted autopsy facility including body bag. \$ 175.⁰⁰ per body.

B. Cost for transporting one (1) body from locations within Hidalgo County to the contracted autopsy facility without a body bag. \$ 125.⁰⁰ per body.

C. Vehicles to be used for transport: List by Year, Make, Model and VIN

1. 1997 Chevrolet Van VIN#: 1GCDM19W2VB162243
2. 2000 Chevrolet Van VIN#: 1GCFG25M441128941
3. _____
4. _____

NGV Transport Services, LLC

Company Name

Aaron Rivera

Authorized Signature

Aaron Rivera

Print or Type Name

Manager

Title

1901 Pecan

Address

McAllen, TX. 78501

City

State Zip

(956) 739-7979 (956) 994-9449

A/C Phone

Fax

7-25-08

Date

EXHIBIT "C"
INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/30/2007

PRODUCER INSURANCE BY BILLY PASTOR 625 W PECAN BLVD MCALLEN, TEXAS 78501	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED RGV TRANSPORT RON RIVERA 1813 N CONWAY MISSION, TEXAS 78572	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">INSURERS AFFORDING COVERAGE</td> <td style="width: 20%;">NAIC #</td> </tr> <tr> <td>INSURER A: PROGRESSIVE COUNTY MUTUAL INS.</td> <td>05586357</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: PROGRESSIVE COUNTY MUTUAL INS.	05586357	INSURER B:		INSURER C:		INSURER D:		INSURER E:	
INSURERS AFFORDING COVERAGE	NAIC #												
INSURER A: PROGRESSIVE COUNTY MUTUAL INS.	05586357												
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.

INBR LTR	ADULT INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> 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 <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	05586357-0	01/30/2007	01/04/2008	COMBINED SINGLE LIMIT (Ea accident) \$ 500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 2000 CHEVROLET GARGO VAN 1GCFG25M4Y1128941

CERTIFICATE HOLDER

COUNTY OF HIDALGO
 PURCHASING DEPT
 ADMINISTRATION BUILDING
 4TH FLOOR
 100 E CANO ST.
 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

Attn: Mary Maldonado

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/06/2007

PRODUCER (956) 968-5521 FAX (956) 969-9198
 Montalvo Insurance Agency
 208 South Texas Blvd
 PO Box 2
 Weslaco, TX 78599

INSURED RCV Transports Services, LLC
 1901 Pecan
 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 #
INSURER A: Century Surety Insurance 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
A	GENERAL LIABILITY	CCP465246	02/06/2007	02/06/2008	EACH OCCURRENCE \$ 500,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 500,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COM/OP AGG \$ Incl.
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AOG \$
	EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE \$ AGGREGATE \$ DEDUCTIBLE RETENTION \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER
					WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER

Hidalgo County
 100 E. Cano
 Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

[Signature]

Affidavit & Indemnity Agreement

Date: February 06, 2007

Affiant: Aaron Rivera

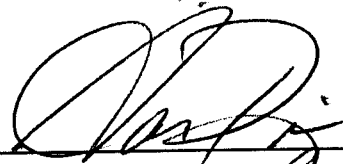
Affiant on oath swears that the following statements are true and are within the personal knowledge of Affiant.

Affiant Aaron Rivera is the sole officer of the corporation doing business as RGV Transport Services LLC with Hidalgo County under a Service Contract, contract dated November 21, 2006. Affiant will provide service for RGV Transport Services, LLC under the Hidalgo County contract commencing on March 26, 2007 and ending on March 26, 2009.

Affiant further, states that he has no employees and does not anticipate employing any during the term of this contract. In the event Affiant does employ any staff during the contract, Affiant must immediately notify Hidalgo County and obtain the Workers Compensation required by law. Failure to do so will result in termination of contract.

Affiant agrees to indemnify, defend and hold harmless the County of Hidalgo and its agents, employees and elected officials from and against any and all claims, suits, demands and causes of action, of any kind or nature, arising out of or in any way relating to the services performed by Affiant under the contract between RGV Transport Services, LLC and the County of Hidalgo.

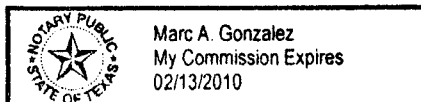
Further Affiant sayeth not.



Printed Name of Affiant: AARON RIVERA

SWORN AND SUBSCRIBED TO under oath before me on Feb. 06, 2007

Marc A. Gonzalez
Notary Public, State of Texas



RECEIVED

FEB 06 2007

PURCHASING DEPT.

ML 2:47



BUSINESS SERVICES BOND

Old Republic Surety Company Old Republic Insurance Company

(CHECK APPLICABLE COMPANY HEREINAFTER REFERRED TO AS THE COMPANY)

AGREEMENT

In consideration of an agreed premium, the Company indicated above (hereinafter called "Surety") hereby agrees to indemnify RGV TRANSPORTS SERVICES, LLC
of 1901 PECAN MCALLEN, TX 78501

(hereinafter called "Obligee"), against direct loss of money or other property, from the premises of any and all subscribers (hereinafter called "Subscribers" to its services and belonging to the Subscriber, or in which the Subscriber has a pecuniary interest or for which the Subscriber is legally liable, which the Subscriber shall sustain as a result of any employee dishonesty, as hereinafter defined, of an Employee or Employees of the Obligee and for which the Obligee is liable, to an amount not exceeding TEN THOUSAND AND NO/100

_____ DOLLARS (\$ 10,000), the limit of the bond.

**THE FOREGOING AGREEMENT IS SUBJECT TO THE FOLLOWING CONDITIONS AND LIMITATIONS:
SOLE PROPRIETORSHIP RIDER**

TERM OF BOND:

SECTION 1 - The term of this bond begins at 12:01 A.M. standard time on JANUARY 9, 2007 at the address of the Obligee given above and ends at 12:01 A.M. standard time on the effective date of the cancellation of this bond in its entirety.

DISCOVERY PERIOD:

SECTION 2. Loss is covered under this bond only (a) if sustained through any act or acts committed by an Employee of Obligee while this bond is in force as to such Employee, and (b) if discovered prior to the expiration or sooner cancellation of this bond in its entirety as provided in Section 14, or from its cancellation or termination in its entirety in any other manner, whichever shall happen first.

is engaged in services on the premises of the Subscriber or Subscribers and which is punishable under the Criminal Code in the jurisdiction within which the occurrence took place, for which said Employee(s) is tried and convicted by a court of proper jurisdiction and only in an amount not to exceed the amount stated in the conviction.

LIMITS OF BOND:

SECTION 3. The most the Surety will pay for loss for any one occurrence is the applicable limit of bond shown above.

DEFINITION OF OCCURRENCE:

SECTION 6. Occurrence means all loss(es) caused by or involving one or more Employees whether the result of a single act or a series of acts without regard to the number of Subscribers involved.

DEFINITION OF EMPLOYEE:

SECTION 4. The word Employee or Employees, as used in this bond, shall be deemed to mean, respectively, one or more of the natural persons (except directors or trustee, if a corporation, who are not also officers or employees thereof in some other capacity) while in the regular service of the Obligee in the ordinary course of the Obligee's business during the term of this bond, and whom the Obligee compensates by salary or wage and has the right to govern and direct in the performance of such service, and who are engaged in such service within any of the States of the United States of America, or within the District of Columbia, Puerto Rico, the Virgin Islands, or elsewhere for a limited period, but not mean brokers, factors, commission merchants, consignees, contractors, or other agents or representatives of the same general character.

DEFINITION OF PREMISES:

SECTION 7. Premises shall mean only the interior of the Subscriber's building or structure or any part thereof for which the Subscriber is the tenant or owner and for which the Obligee is rendering a service to the Subscriber but shall not include driveways, parking spaces, or appurtenant structures for which the Obligee is not performing a service.

MERGER OR CONSOLIDATION:

SECTION 8. If any natural person shall be taken into the regular service of the Obligee through merger or consolidation with some other concern, the Obligee shall give the Surety written notice thereof and shall pay an additional premium on any increase in the number of Employees covered under this bond as a result of such merger or consolidation computed pro rata from the date of such merger or consolidation to the end of the current premium period.

DEFINITION OF EMPLOYEE DISHONESTY:

SECTION 5. Employee dishonesty shall mean only the fraudulent or dishonest occurrence causing loss during the time the Employee

NON-ACCUMULATION OF LIABILITY:

SECTION 9. Regardless of the number of years this bond shall

continue in force and the number of premiums which shall be payable or paid, the liability of the Surety under this bond shall not be cumulative in amount from year to year or period to period.

LIMIT OF LIABILITY UNDER THIS BOND AND PRIOR INSURANCE: SECTION 10. With respect to loss or losses caused by an Employee or which are chargeable to such Employee as provided in Section 5 and which occur partly under this bond and partly under other bonds or policies issued by the Surety to the Obligee or to any predecessor in interest of the Obligee and terminated or cancelled or allowed to expire and in which the period for discovery has not expired at the time any such loss or losses thereunder are discovered, the total liability of the Surety under this bond and under such other bonds or policies shall not exceed, in the aggregate, the amount carried under this bond on such loss or losses or the amount available to the Obligee under such other bonds or policies, as limited by the terms and conditions thereof, for any such loss or losses, if the latter amount be larger.

TRANSFER OF RIGHTS OF RECOVERY:

SECTION 11. The Obligee, as a condition to coverage under this bond, must transfer to the Surety all rights of recovery, to the extent that a loss is paid by the Surety against any person or organization for any loss the Obligee sustains and for which we have paid or settled the claim. The Obligee must also do everything necessary to secure those rights and do nothing after loss to impair them.

SALVAGE:

SECTION 12: If the Obligee shall sustain any loss or losses covered by this bond which exceed the amount of coverage provided by this bond, the Obligee shall be entitled to all recoveries, except from suretyship, insurance, reinsurance security and indemnity taken by or for the benefit of the Surety, by whomsoever made, on account of such loss or losses under this bond until fully reimbursed, less the actual cost of effecting the same; and any remainder shall be applied to the reimbursement of the Surety.

CANCELLATION AS TO ANY EMPLOYEE:

SECTION 13. This bond shall be deemed cancelled as to any Employee: (a) immediately upon discovery by the Obligee, or by any partner or officer thereof not in collusion with such Employee, of any fraudulent or dishonest act on the part of such Employee; or (b) at 12:01 A.M. standard time, upon the effective date specified in a written notice served by the Surety upon the insured or sent by mail. Such date, if the notice be served, shall not be less than ten days after such service, or, if sent by mail, not less than fifteen days after the date of mailing. Mailing by Surety of notice, as aforesaid, to the Obligee at its principal office shall be sufficient proof of notice.

CANCELLATION AS TO BOND IN ITS ENTIRETY:

SECTION 14. This bond shall be deemed cancelled in its entirety at 12:01 A.M. standard time, upon the effective date specified in a written notice by the Obligee upon the Surety or by the Surety upon the Obligee, or sent by mail. Such date, if the notice be served by Surety, shall not be less than ten days after such service, or, if sent by the Surety by mail, not less than fifteen days after the date of mailing. The mailing by the Surety of notice, as aforesaid, to the Obligee at its principal office shall be sufficient proof of notice. The Surety shall refund to Obligee the unearned premium computed pro rata if this bond be cancelled at the insistence of the Surety, or at short rates if cancelled or reduced at the insistence of the Obligee.

PRIOR FRAUD, DISHONESTY OR CANCELLATION:

SECTION 15. No Employee, to the best of the knowledge of the Obligee, or of any partner or officer thereof not in collusion with such Employee, has committed any fraudulent or dishonest act in the service of the Obligee or otherwise. If prior to the issuance of this bond, any fidelity insurance in favor of the Obligee or any predecessor in interest of the Obligee and covering one or more of the Obligees employees shall have been cancelled as to any such employees by reason of (a) the discovery of any fraudulent or dishonest act on the part of such employee, or (b) the giving of written notice of cancellation by the insurer issuing said fidelity insurance, whether the Surety or not, and if such employees shall not have been reinstated under the coverage of said fidelity insurance, or superseding fidelity insurance, the Surety shall not be liable under this bond on account of such employee unless the Surety shall agree in writing to include such employees within the coverage on this bond.


LOSS-NOTICE-PROOF-LEGAL PROCEEDINGS:

SECTION 16. At the earliest practical moment, and in no event not later than fifteen days after discovery of any fraudulent or dishonest act on the part of any Employee by the Obligee, or by any partner or officer thereof not in collusion with such Employee, the Obligee shall give the Surety written notice thereof and within four months after such discovery shall file with the Surety affirmative proof of loss, itemized and duly sworn to, and shall upon request of the Surety render every assistance, not pecuniary, to facilitate the investigation and adjustment of any loss. No suit to recover on account of loss under this bond shall be brought before the expiration of two months from the filing of proof as aforesaid on account of such loss, nor after the expiration of fifteen months from the discovery as aforesaid of the fraudulent or dishonest act causing such loss. If any limitation in this bond for giving notice, filing claim or bringing suit is prohibited or made void by any law controlling the construction of this bond, such limitations shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

EXCLUSIONS:

SECTION 17. This bond does not apply:

- (a) To the defense of any legal proceeding brought against the Obligee or Subscriber, or to fees, costs or expenses incurred or paid by the Obligee or Subscriber in prosecuting or defending any legal proceeding whether or not such proceedings result or would result in a loss to the Obligee or Subscriber covered by this bond.
- (b) To potential income, including but not limited to interest and dividends, not realized by the Obligee or Subscriber because of a loss covered under this bond.
- (c) To damages of any type for which the Obligee or Subscriber is legally liable, except direct compensatory damages arising from a loss covered under this bond.
- (d) To costs, fees and other expenses incurred by the Obligee or Subscriber in establishing the existence of or the amount of loss covered under this bond.

By  The Company Referred To Above
Attorney-in-Fact
SARAH GREEN

THIS BOND HAS AN EMPLOYEE CONVICTION REQUIREMENT TO SUBSTANTIATE ANY LOSS OR CLAIM.

**BUSINESS SERVICES BOND RIDER
SOLE PROPRIETOR OR PARTNERSHIP**

To be attached to Business Services Bond No. _____ BBS 2067700

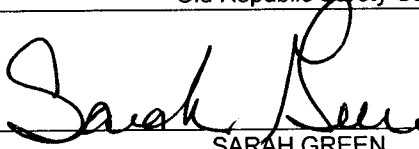
It is agreed that:

In the event that the Insured's Customer or Subscriber shall sustain a loss by reason of the dishonest act or acts (as defined in Section 5) committed by the Insured or any partner of the Insured, if a partnership, then and only then, the Insured shall be considered an Employee and the Customer or Subscriber as additional Insured, subject to all terms and conditions hereof.

Signed, sealed and dated _____ JANUARY 9, 2007

Old Republic Surety Company

Surety

By: 
SARAH GREEN
Attorney-in-Fact

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**SERVICE CONTRACT
C-06-244-11-21**

THIS CONTRACT is made and entered into this 26th day of March, 2007 by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), **Ceballos Funeral Home, Inc.**, a Texas Corporation, ("Company").

WHEREAS, Company responded to advertised notices for bids for "**Autopsy Facility**"; 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 "Services"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with specifications, described in Exhibits "A" and "B", the Commissioners Court of County awarded the bid to Company.

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

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to Hidalgo County for "**Autopsy Facility**". 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, described in Exhibit "A" and "B", within **Hidalgo County** following a request for

Services by the **Purchasing Agent** or her 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 from **March 26, 2007** and ending **March 25, 2009** unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

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

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

6. Company shall provide 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.

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

8. This Contract shall not be assignable in whole or in part by either party without prior

written consent of the other party.

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

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

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

If to Company: **Ceballos Funeral Home, Inc.**
 Attn: Linda Ceballos
 1023 North 23rd.
 McAllen, Texas 78501-7451

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


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

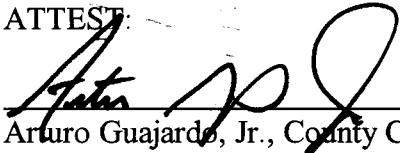
13. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

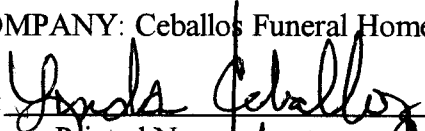
14. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this 26th day of January 2006.

COUNTY OF HIDALGO

By: 
Juan D. Salinas, III, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

COMPANY: Ceballos Funeral Home, Inc.
By: 
Printed Name: LINDA CEBALLOS
Title: President

Approved on Commissioners' Court November 21, 2006

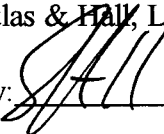
APPROVED AS TO FORM
Atlas & Hall, L.L.P.
By: 

EXHIBIT "A"
SPECIFICATIONS

Exhibit "A"
"Autopsy Facility-Hidalgo County"
RFB No.: 2006-244-07-26

SCOPE - SPECIFICATIONS - INFORMATION TO BIDDERS

Scope:

Pursuant to Chapter 49 of the Code of Criminal Procedures and Chapter 691 of the Health and Safety Code, the County of Hidalgo is seeking sealed bids from qualified and interested vendor(s) to provide a facility located in Hidalgo County with all necessary equipment at which the County's contracted pathologist can perform autopsies and related services on an "As Needed Basis", on dead bodies in all stages of decomposition.

Hidalgo County is also seeking to engage in a "Turnkey Solution" with a physician which will include a facility. Hidalgo County reserves the right to award the contract(s) most advantageous and is in its best interest. Therefore, all vendors are advised that Hidalgo County may, at its sole option award this bid (a facility) or the Turnkey Autopsy contract (which includes the physician with facility.)

Specifications:

A. The following list is the minimum required equipment, accessories and supplies for a facility to have in order to qualify as the contractor at which autopsies and all necessary and related services can be performed:

Refrigerator for storing dead bodies on site	Ruler (in. and cm.)	Storage for tissue blocks (paraffin)
Portable trays	Clothing scissors	Property envelopes
Suction with hose	Long hemostats	Evidence envelopes
Sink scale	Mayo dissecting scissors	Safe for storing property
Floor drain	Formalin	Finger printing equipment
X-ray machine	Viscera pan	Possess or have access to:
X-ray developer	Viscera bucket	a. X-ray machines
View box(es)	Viscera bags	b. X-ray developer
Specimen freezer	Test tube rack	c. Histology lab
Dissecting board	Red Top Test Tubes	d. Toxicology lab
Dissecting stand with drain	Gray Top Test Tubes	
Camera with film	Lavender Top Test Tubes	
Kramer Kick Stool	Green Top Test Tubes	
Ladder	Stryker Saw with bone dust collector	
Counter top digital scale (for infant organs)	Head blocks	
In/Out Cards	50cc glass syringes	
Toe Tags	6cc disposable sterile syringes	
Body Bags	18ga. X 1 1/2 hypodermic needles	
Scrubs	12" X 5ga. stainless steel re-usable non-sterile needles	
Aprons	Stomach pan	
Gowns	Short scissor with disposable sharp/blunt blades	
Gloves	Three (3) toothed forceps	
Paper grocery bags	Autopsy needles	
Bio Hazard disposal boxes	Scalpel handles with disposable blades	
Sharps containers	Stainless steel chisel	
Masks	Dia-stix	
Splash shields	Keto-stix	
Tissue jars (wide mouth plastic with screw top)	Swabs	
Large glass measuring cup (2 liter/2000ML)	Swab boxes	
Small stainless steel ladle	Slides	
Tea strainer (for rinsing bullets, pellets, etc.)	Slide boxes	
Colander (for straining stomach content, fixed tissue, etc.)	Paint cans	
Autopsy knife with disposable blades	Embalmer's Thread	
Rib cutters	Bone scissors	
Pliers	Microscope	
Skull breaker	Storage for micro-slides	
Stainless steel wall unit with dual faucets, center drain, and disposal unit		

Specifications - Autopsy Facility: (continued)

- B. The facility must be available and on call twenty-four (24) hours daily, seven (7) days per week, 365 days a year, for the County's contracted forensic pathologist to perform autopsies and related services.
- C. Facility must be located in Hidalgo County.
- D. All necessary equipment, accessories and supplies will be available at all times so as not to cause delay in the provision of autopsies and related services by the County's contracted forensic pathologist.
- E. Fee charged for the use of the facility will be on a "Per Body Basis" and will include the storing of the body through the completion of the autopsy by the pathologist, but not to exceed forty-eight hours.
- F. Storage fee of the "Body" will commence on a per day basis after forty-eight hours of receipt of the body.
- G. Contractor, it's employees, and/or agents cannot offer any information to family, friends, or acquaintances about "funeral related services." All inquiries related to the decedent will be forwarded to the proper County official to ensure compliance with Title I of the Health Insurance Portability and Accountability Act of 1996; HIPAA Standards for Privacy of Individually Identifiable Health Information (the Privacy Rule).
- H. Records of Victims: Contractor must keep an updated log with information pertaining to the victim (i.e., name, date of birth, photo I.D., driver's license number, social security number, date & time of autopsy, performed by, witnessed by, body released to, etc.).
- I. The contractor shall provide his/her own telephone and pager numbers to the appropriate County officials.

Information - Additional Terms and Conditions to Bidders:

- 1. Term of Contract:
The term of this contract is for a period of two (2) years, with the option of Hidalgo County to extend the contract for additional one (1) year period under the same bid prices, terms and conditions.
- 2. 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 next contract term.
- 3. Hidalgo County reserves the right to terminate this agreement by giving contractor sixty (60) days written notice of such termination.
- 4. Bid Prices:
Prices bid are firm for the contract period (two (2) years) including any options to extend. No price increases are allowed.
- 5. Volume:
There is no guaranteed annual volume. Hidalgo County will seek use of the "facility" on an "As Needed Basis".
- 6. Bidder responsibilities for Facility:
 - a. Bidder will be responsible to maintaining the facility in a manner that will allow the performance of autopsies and all necessary and related services without delay. Bidder will comply with all federal, state, and local statutes, codes, and regulations governing such premises.
 - b. Facility shall have public bathrooms and be handicapped accessible.
 - c. Bidder shall provide insurance for the "Facility" against fire, accidents or natural disasters. Bidder shall maintain liability insurance on the premises. in the amounts and coverages specified in numbered paragraph six (6) hereof

EXHIBIT "B"
VENDOR'S RESPONSE

Exhibit "B" -- Bid Page
"Autopsy Facility-Hidalgo County"
RFB No. 2006-244-07-26

A. Bid Price is based on the use of the facility on a "per autopsy" basis for a two (2) year period. County has the option to extend for an additional one (1) year with the bid price, term and conditions remaining unchanged.

Bid price for use of the facility: \$ 85.00 per autopsy

B. Bid price for body storage: \$ 75.00 per day, after forty-eight
(48) hours of body arrival.

NOTICE: *Do not alter or propose any pricing other than what bid page calls for. Vendor by submitting bid acknowledges compliance with all specifications, requirements, terms & conditions contained herein.*

Ceballos Funeral Home, Inc.

Company Name

Linda Ceballos

Signature of owner or person authorized to bind company

Linda Ceballos

Printed name

07/25/06

Date

EXHIBIT "C"
INSURANCE

ACORD CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 01/31/2007
PRODUCER (972)562-7455 FAX (972)562-7129 The Klement Agency P.O. Box 820 Prosper, TX 75078 Greg Klement		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 CEBALLOS FUNERAL HOME, INC. 1023 N. 23RD MCALLEN, TX 78501		
		INSURERS AFFORDING COVERAGE
		NAIC #
		INSURER A: AMERICAN HALLMARK 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 INSRS)	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	44PB4333231-02	07/15/2006	07/15/2007	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 \$ 1,000,000	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO					AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER					<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER

HIDALGO COUNTY PURCHASING DEPT
1304 S. 25TH AVE
EDINBURG, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 01/25/2007
PRODUCER (956)968-5521 Montalvo Insurance Agency 208 South Texas Blvd PO Box 2 Weslaco, TX 78599	FAX (956)969-9198	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 Ceballos Funeral Home, Inc. 1023 North 23rd McAllen, TX 78501		
INSURERS AFFORDING COVERAGE		NAIC #
INSURER A: Beacon Insurance Group		
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 NBR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea. occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPIOP AGG \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	CAP06000320300	04/22/2006	04/22/2007	COMBINED SINGLE LIMIT (Ea. accident) \$ 500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: Ea ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

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

CERTIFICATE HOLDER

Hidalgo County
Mary
100 E. Cano
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
[Signature]

ACORD

CERTIFICATE OF LIABILITY INSURANCE

OP ID KL
CEBAL-1

DATE (MM/DD/YYYY)
01/25/07

PRODUCER
Shepard Walton King Ins. Group
801 N. Main
P. O. Box 1630
McAllen TX 78505-1630
Phone: 956-682-2841 Fax: 956-630-4015

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

Ceballos Funeral Home
1023 N. 23rd Street
McAllen TX 78501

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: <u>Texas Mutual Insurance Co.</u>	
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'LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> 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 <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ _____ BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ _____ OTHER THAN AUTO ONLY: EA ACC \$ _____ AGG \$ _____
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> 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	Q000851211	01/25/07	01/25/08	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500000 E.L. DISEASE - EA EMPLOYEE \$ 500000 E.L. DISEASE - POLICY LIMIT \$ 500000

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

CERTIFICATE HOLDER

County of Hidalgo
Purchasing Department
Mary Maldonado
100 E Cano, 5th Floor
Edinburg TX 78539

HIDCOPD

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

SHEPARD WALTON KING INS. GROUP

AI-13396

21.B.1.

**AWARD - CULVERT CROSSING & DRAINAGE IMPROVEMENTS PROJECT
CC REGULAR**

Date: 01/20/2009
Submitted By: Laura Moya, PURCHASING DEPT.
Department: PURCHASING DEPT.

Agenda Category: Purchasing Department

Purchasing only: Prct.
1

Information

CAPTION

Presentation for discussion, consideration and action on a recommendation by project engineer Dos Logistics, Inc to award to the lowest bidder meeting all specifications for 2008-320B-11-12-LRM "Culvert Crossing & Drainage Improvements Project Mile 13 North & Mile 6 West" and approval of contract subject to Legal Review and receipt of Bonds.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1201-431-00-121-052-0-733
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

If agenda item is approved (awarding of contract to Closner Construction) funding is pending AI #13405 for the year 2009. The monies will close to fund balance and will be appropriated for the year 2009, pending closing of period 13.

Monies are currently in acct #8-1201-431-00-121-052-0-733 pending year end closing.

CO's Series 2009 proceeds are scheduled to be received during the month of February 2009.

Attachments

Link: [back up](#)

Link: [Contract Document](#)

Form Routing/Status

Route	Seq	Inbox	Approved By	Date	Status
1		Purchasing Department	Marty Salazar	01/14/2009 04:50 PM	APRV
2		Budget & Management	Veronica Lopez	01/15/2009 07:46 AM	APRV
3		Ivan Cantu	Ivan Cantu	01/15/2009 11:03 AM	APRV
4		Auditor's Office	Linda Fong	01/15/2009 02:18 PM	APRV
5		Dina Trevino	Dina Trevino	01/15/2009 04:22 PM	APRV
6		Ivan Cantu	Ivan Cantu	01/16/2009 10:49 AM	APRV

7 Linda Fong

01/16/2009 05:39 PM NEW

Form Started By: Laura Moya

Started On: 01/13/2009 04:55
PM

Final Approval Date: 01/16/2009

Corporate Office

January 13, 2009

Commissioner Sylvia Handy
Hidalgo County Precinct #1
1902 Joe Stevens Ave.
Weslaco, Texas 78596

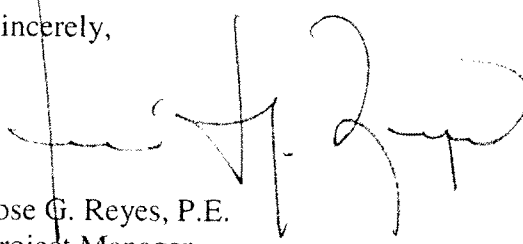
Re: Hidalgo County Precinct # 1
Bid No. 2008-320B-11-12-LMR
"Culvert Crossing & Drainage Improvements Project Mile 13 North & Mile 6 West"

Dear Commissioner:

We have tabulated the bids (copy is attached) received from Closner Construction Co. L.C., Valley Paving Inc., Sascon Inc. and H2O Construction, on the referenced bid item. We are recommending that the precinct place an item to award this contract to Closner Construction Co. L.C., in the base bid amount of \$453,229.00 for the Hidalgo County – "Culvert Crossing & Drainage Improvements Project Mile 13 North & Mile 6 West" on the January 20th, 2009 Commissioners' Court Agenda.

If you should have any questions please call.

Sincerely,



Jose G. Reyes, P.E.
Project Manager

cc: Laura Lee Renteria-Moya - Buyer II, Hidalgo County Purchasing Department

laura.moya

From: Jose Reyes [josereyes@doslogistics.com]
Sent: Tuesday, January 13, 2009 10:25 AM
To: 'laura.moya'
Cc: Hugo Gonzalez, P. E.
Subject: Letter of Recommendation
Attachments: Letter_Recomm_Jan_13.pdf

Laura

Please find attached the letter of recommendation for "Culvert Crossing & Drainage Improvements Project Mile 13 North & Mile 16 West". Should you have any questions or need additional information please call me.

Thank you

José

José G. Reyes, P.E.

Project Manager

DOS LOGISTICS, INC.

212 W. 3rd Street

Weslaco, Tx 78596

Ph: (956) 968.8800

Fax: (956) 447.8194

Cell: (956) 246.0922

josereyes@doslogistics.com

13.pdf

**BID TABULATION FOR
 BID NO CAP-08-320BLRM**

Culvert Crossing Drainage Improvements Project Mile 13 North Mile 16 West

"Culvert Crossing & Drainage Improvements Project Mile 13 North & Mile 16 West"		Closner Construction Co		Valley Paving Inc		Sascon Inc		H2O Construction	
TXDOT Item	Est Quantity	Unit Price	Total Ext	Unit Price	Total Ext	Unit Price	Total Ext	Unit Price	Total Ext
A1	1,326.00	\$ 23.15	\$ 30,696.90	\$ 36.00	\$ 47,736.00	\$ 31.00	\$ 41,106.00	\$ 30.00	\$ 39,780.00
A2	6,821.00	\$ 5.75	\$ 39,220.75	\$ 5.25	\$ 35,810.25	\$ 6.00	\$ 40,926.00	\$ 3.00	\$ 20,463.00
A3	934	\$ 1.50	\$ 1,401.00	\$ 15.00	\$ 14,010.00	\$ 29.00	\$ 27,086.00	\$ 12.00	\$ 11,208.00
A4	1,895	\$ 2.50	\$ 4,737.50	\$ 2.00	\$ 3,790.00	\$ 3.60	\$ 6,822.00	\$ 0.35	\$ 663.25
A5	3	\$ 425.00	\$ 1,275.00	\$ 1,200.00	\$ 3,600.00	\$ 150.00	\$ 450.00	\$ 350.00	\$ 1,050.00
A6	1	\$ 3,700.00	\$ 3,700.00	\$ 5,500.00	\$ 5,500.00	\$ 10,000.00	\$ 10,000.00	\$ 6,000.00	\$ 6,000.00
A7	300	\$ 36.00	\$ 10,800.00	\$ 25.00	\$ 7,500.00	\$ 95.00	\$ 28,500.00	\$ 50.00	\$ 15,000.00
A8	596	\$ 48.00	\$ 28,608.00	\$ 70.00	\$ 41,720.00	\$ 62.00	\$ 36,952.00	\$ 50.00	\$ 29,800.00
A9	1,478	\$ 11.45	\$ 16,923.10	\$ 20.00	\$ 29,560.00	\$ 22.00	\$ 32,516.00	\$ 6.00	\$ 8,868.00
Roadway subtotal			\$ 137,362.25		\$ 189,226.25		\$ 224,358.00		\$ 132,832.25
B1	142	\$ 112.85	\$ 16,024.70	\$ 68.00	\$ 9,656.00	\$ 48.00	\$ 6,816.00	\$ 75.00	\$ 10,650.00
B2	70	\$ 135.22	\$ 9,465.40	\$ 100.00	\$ 7,000.00	\$ 58.00	\$ 4,060.00	\$ 75.00	\$ 5,250.00
B3	126	\$ 208.15	\$ 26,226.90	\$ 225.00	\$ 28,350.00	\$ 600.00	\$ 75,600.00	\$ 300.00	\$ 37,800.00
B4	826	\$ 33.00	\$ 27,258.00	\$ 35.00	\$ 28,910.00	\$ 34.00	\$ 28,084.00	\$ 40.00	\$ 33,040.00
B5	47	\$ 45.25	\$ 2,126.75	\$ 60.00	\$ 2,820.00	\$ 44.00	\$ 2,068.00	\$ 50.00	\$ 2,350.00
B6	10	\$ 29.00	\$ 290.00	\$ 30.00	\$ 300.00	\$ 40.00	\$ 400.00	\$ 40.00	\$ 400.00
B7	7	\$ 1,750.00	\$ 12,250.00	\$ 3,500.00	\$ 24,500.00	\$ 1,750.00	\$ 12,250.00	\$ 3,000.00	\$ 21,000.00
B8	3	\$ 975.00	\$ 2,925.00	\$ 3,000.00	\$ 9,000.00	\$ 600.00	\$ 1,800.00	\$ 1,500.00	\$ 4,500.00
B9	1	\$ 625.00	\$ 625.00	\$ 500.00	\$ 500.00	\$ 300.00	\$ 300.00	\$ 800.00	\$ 800.00
B10	2	\$ 2,300.00	\$ 4,600.00	\$ 4,000.00	\$ 8,000.00	\$ 1,200.00	\$ 2,400.00	\$ 750.00	\$ 1,500.00
B11	1	\$ 2,900.00	\$ 2,900.00	\$ 5,000.00	\$ 5,000.00	\$ 1,600.00	\$ 1,600.00	\$ 1,000.00	\$ 1,000.00
B12	4,240	\$ 2.50	\$ 10,600.00	\$ 2.50	\$ 10,600.00	\$ 3.50	\$ 14,840.00	\$ 2.25	\$ 9,540.00
B13	325	\$ 300.00	\$ 97,500.00	\$ 324.00	\$ 105,300.00	\$ 474.00	\$ 154,050.00	\$ 400.00	\$ 130,000.00
B14	1	\$ 10,000.00	\$ 10,000.00	\$ 3,665.00	\$ 3,665.00	\$ 12,000.00	\$ 12,000.00	\$ 5,000.00	\$ 5,000.00
B15	900	\$ 35.00	\$ 31,500.00	\$ 70.00	\$ 63,000.00	\$ 40.00	\$ 36,000.00	\$ 15.00	\$ 13,500.00
B16	200	\$ 15.00	\$ 3,000.00	\$ 20.00	\$ 4,000.00	\$ 30.00	\$ 6,000.00	\$ 50.00	\$ 10,000.00
B17	575	\$ 6.00	\$ 3,450.00	\$ 5.00	\$ 2,875.00	\$ 4.00	\$ 2,300.00	\$ 16.00	\$ 9,200.00
B18	75	\$ 25.00	\$ 1,875.00	\$ 50.00	\$ 3,750.00	\$ 20.00	\$ 1,500.00	\$ 17.00	\$ 1,275.00
B19	300	\$ 37.50	\$ 11,250.00	\$ 25.00	\$ 7,500.00	\$ 50.00	\$ 15,000.00	\$ 35.00	\$ 10,500.00
B20	1	\$ 20,000.00	\$ 20,000.00	\$ 12,500.00	\$ 12,500.00	\$ 72,800.00	\$ 72,800.00	\$ 12,000.00	\$ 12,000.00
B21	2,200	\$ 10.00	\$ 22,000.00	\$ 15.00	\$ 33,000.00	\$ 40.00	\$ 88,000.00	\$ 5.00	\$ 11,000.00
Drainage Subtotal			\$ 315,866.75		\$ 370,226.00		\$ 537,868.00		\$ 330,305.00
Grand Total			\$ 453,229.00		\$ 559,452.25		\$ 762,226.00		\$ 463,137.25
Bond/Cashier Check									
Addendum No 1&2			√		√		√		√

HIDALGO COUNTY PURCHASING DEPARTMENT BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY PRECINCT NO.1

BID OPENING DATE: December 17, 2008

BID OPENING TIME: 9:30 A.M.

DESCRIPTION OF BID: "CULVERT CROSSING & DRAINAGE IMPROVEMENTS PROJECT MILE 13 NORTH & MILE 6 WEST". (PROJECT CARRIED BY: Dos Logistics

BID NO: BID NO.: 2008-320B-12-17-LRM

RFB NO.	NAME OF COMPANY	BID FOR ROAD CONSTRUCTION	Addendum No 1	Addendum No 2	Addendum No 2	BID BOND/ CASHIER'S CHECK
1.	Closer Construction	\$453,229.00				Bid bond
2.	Valley Paving Inc	\$559,452.25				Bid Bond
3.	Sascon Inc	\$762,226.00				Bid Bond
4.	H2O Construction	Correct amt \$463,137.25 Read \$463,237.25				Bid Bond
5.						
6.						
7.						
8.						
9.						
10.						

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

CONSTRUCTION CONTRACT

This Agreement, entered into this _____ day of _____, 2008 by and between Hidalgo County (hereinafter called the "OWNER," and, _____ (a Texas corporation), of County of Hidalgo, and State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

That for and in consideration of the payments and agreement hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

"CULVERT CROSSING & DRAINAGE IMPROVEMENTS PROJECT MILE 13 NORTH & MILE 6 WEST"

Hereinafter called the project, for the sum of _____ Dollars and _____ Cents and all extra work in connection therewith, under the terms and stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal. the General Conditions and Special Conditions printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by _____ DOS LOGISTICS INC., entitled the Architect/Engineer, and as enumerated in Paragraph 1.01.A.12 of the General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in written "Notice to Proceed" of the OWNER and to fully complete the project within _____ 60 consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of \$ _____ for _____ each consecutive calendar day thereafter.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraphs 14.02.C and 14.07.C of the General Conditions.

IN WITNESS WHEREOF, the parties to these present have executed this contract in four (4) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

APPROVED BY COMMISSIONERS COURT ON, _____, 2008.

CONTRACTOR: _____
Print Name & Title: _____
Name of Firm: _____
Address: _____
Fed I.D. #/SS #: _____

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the _____ day of _____,
2008, by _____ Of and on behalf of _____
(Title) (A corporation)

Notary Public-Signature

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.
800 Pecan
McAllen, Texas 78504

BY: _____

ATTEST:

COUNTY OF HIDALGO:

Arturo Guajardo, Jr., County Clerk

Juan D. Salinas III, County Judge

AI-13416

21.C.1.

Requesting for Payment Application No. 3

CC REGULAR

Date: 01/20/2009

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Submitted For: Rocio Villarreal

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department

Purchasing only: Prct. 2

Information

CAPTION

Requesting approval of Payment Application No. 3 in the amount of \$53,033.40 in connection with the "South Tower Park Project" from contracted vendor, Sanchez United Contracting, Inc., and as recommended by project engineer, R. Gutierrez Engineering Corp., after Auditor's review and processing procedures completed including authority for County Treasurer to issue payment(s)/check(s);

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008

ACCT. #: 8-1212-452-00-122-008-0-739

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

PO# 605197 has \$117,830.50 available as of 1/15/09.

Attachments

Link: [Payment No. 3](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/15/2009 09:38 AM	APRV
2	Budget & Management	Veronica Lopez	01/15/2009 11:40 AM	APRV
3	Dale Kennan	Dale Kennan	01/15/2009 03:04 PM	APRV
4	Auditor's Office		01/16/2009 05:39 PM	NEW

Form Started By: Rocio Villarreal

Started On: 01/14/2009 11:16 AM

Final Approval Date: 01/16/2009

APPLICATION FOR PMT #3

JAN 10 2009
 O.S. 4:31 PM
 (OWNER)
 (CONTRACTOR)

To: HIDALGO COUNTY PRECINCT NO. 2
 From: United Contracting, Inc.
 Contract: 5007-92-0306-5000-9200-ML
 Project: South Tower Park
 OWNER's Contract No. 5007-92-0306-5000-9200-ML ENGINEER's Project No. ENG06.019i
 For Work accomplished through the date of: 9-Dec-2008

1. Original Contract Price:		\$ 223,399.50
2. Net change by Change Orders and Written Agreements (+ or -):		\$ 6,936.50
3. Current Contract Price (1 plus 2):		\$ 230,336.00
4. Total completed and stored to date:		\$ 171,806.00
5. Retainage (per Agreement):		
10% of completed Work:	\$ 17,180.60	
10% of stored material:	\$ -	
Total Retainage:		\$ 17,180.60
6. Total completed and stored to date less retainage (4 minus 5):		\$ 154,625.40
7. Less previous Application for Payments:		\$ (101,592.00)
8. Balance to Finish:		\$ 58,530.00
9. AMOUNT DUE THIS APPLICATION (6 MINUS 7):		\$ 53,033.40

605197
8-1212-452-00-122-008-0-739
REQ. #134391

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 PMT #3 inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated 9-Dec-08 United Contracting, Inc.
 CONTRACTOR

By: *Nemesio Sanchez*

State of Texas
 County of Hidalgo
 Subscribed and sworn to before me this 15th
 day of December 2008



Notary Public *[Signature]*
 My Commission expires: 12/16/11

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 9-Dec-08 RI GUTIERREZ ENGINEERING CORPORATION
 ENGINEER

INVOICE RECEIVED BY: *[Signature]* ON 1/2/2009
 GOODS/SERVICES RECEIVED BY: *[Signature]* ON 1/2/2009

By: *[Signature]* P.E. 12/15/08

United Contracting

4616 N. Conway
Mission, Texas
Ph 956-519-3246
FX 956-581-6883

FAX

To: R. Gutierrez Eng.

From: Sanchez

Fax: 782-2538

Pages: 4

Phone:

Date: 12-9-08

Re: invoice

CC:

Urgent

For Review

Please Comment

Please Reply

Please Recycle

Attention: Olga

Please review the following
invoice request for South Tower Park
If you have any questions let me know

Thank You,

J. Sanchez
United Contracting

UNITED CONTRACTING, INC.

4616 N. Conway
MISSION, TX 78574
Office (956) 519-3246

APPLICATION FOR PAYMENT REQUEST NO. 3 (Utilities)

To: Hidalgo County Urban Program
C/O: R. Gutierrez Engineering Corporation
From: United Contracting (Contractor)

Contract: Project: Hidalgo County Precinct 2 - Sanitary Sewer, Water, & Drainage for South Tower Park
Owner Contract No. 5007-92-0306-500-9200-ML Engineer's Project No. _____

For Work completed through the date of: December 5, 2008

- 1. Original Contract Amount: \$ 223,399.50
- 2. Net Change Order/Written Amendment (+or-) \$ 12,574.00
- 3. Current Contract Price \$ 235,973.50
- 4. Total Completed & Stored to Date \$ 191,100.00
- 5. Retainage (per agreement):
 - 10 % of Completed Work - \$ 19,110.00
 - 0 % of Stored Materials: \$ _____

Total Retainage \$ 0

- 6. Total Completed plus/minus retained (4+or-5) \$ 171,990.00
- 7. Less Previous Applications of Payment/Credit \$ 101,592.00
- Due This Application: (6-7) % of Completion \$ 70,398.00

Contractor's Certification: The undersigned CONTRACTOR certifies that (1) all previous payments received from OWNER on account of Work done under the contract referred to above have been applied on accounts to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 8 inclusive: (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed and included as required in or covered by this Application for Payment will pass to Owner at time of payment to be 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 Liens, security interests or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective. Warranty issued upon payment received.

Dated: Dec. 8, 2008

Contractor: United Contracting

By: Leisa Sanchez
United Contracting
4616 N. Conway Ave.
Mission, TX 78574-3333



State of Texas
County of Hidalgo
Notary Public Signature Leisa Sanchez
Subscribed and sworn before me this 5th day of December, 2008.
My Commission Expires: April 25, 2012

Payment for the amount due this application is recommended.
Engineer: R. Gutierrez Engineering
By: _____

Dated: _____

United Contracting, Inc.

4616 N Conway Ave
Mission, TX 78573

INVOICE

Payment Request
3

Date
12/5/2008

Project/Jobsite
Hidalgo County Precinct 2 - South Tower P
C/O Engineer
R. Gutierrez Engineering Corporation
130 E. Park Avenue
Pharr, Texas 78577

Item	Description	Unit	Est. Qty	Rate	Act. Qty	Amount
HIDALGO COUNTY PRECINCT 2						
# 5007-92-0306-5000-9200-ML						
1	Trench Excavation Protection	L.F.	1,115	2.00	1,503	3,006.00
2	Concrete Rip-Rap (CL B) (4")	S.Y.	157.5	14.00	157.5	2,205.00
3	18" RCP CL III Rubber Gasket	L.F.	64	27.00	64	1,728.00
4	30" RCP CL III Rubber Gasket	L.F.	51	44.00	51	2,244.00
5	42" RCP CL III Rubber Gasket	L.F.	388	70.00	388	27,160.00
6	48" RCP CL III Rubber Gasket	L.F.	640	80.25	640	51,360.00
7	Type "CC" Inlet	Each	4	2,400.00	4	9,600.00
8	Manhole (Ty M)	Each	2	1,900.00	2	3,800.00
9	8" PVC SDR 26	L.F.	1,115	11.50	1,115	12,822.50
10	4-ft Diameter Fiberglass Manhole	Each	4	1,700.00	5	8,500.00
11	6" Cleanout	Each	2	280.00	2	560.00
12	8" Cleanout	Each	1	325.00	0	0.00
13	8" PVC C-900 DR 18	L.F.	940	10.00	940	9,400.00
14	6" PVC C-900 DR 18	L.F.	162	7.50	162	1,215.00
15	2" PVC C-900 DR-18	L.F.	781	3.50	781	2,733.50
16	16" PVC CASING (SDR-26)	L.F.	36	27.00	36	972.00
17	10" PVC CASING (SDR-26)	L.F.	45	14.00	45	630.00
18	4" PVC CASING (SDR-26)	L.F.	44	4.00	44	176.00
19	Flush Valve	Each	1	660.00	1	660.00
20	8" x 2" Reducer Tee	Each	2	225.00	2	450.00
21	8" x 6" Reducer Tee	Each	4	285.00	4	1,140.00
22	10" x 8" Reducer Tee	Each	1	460.00	1	460.00
23	2" (45 Degree) Elbow	Each	2	60.00	2	120.00
24	8" (45 Degree) Elbow	Each	2	55.00	2	110.00
25	8" (11.25 Degree) Elbow	Each	4	65.00	4	260.00
26	2" valve Box	Each	1	350.00	1	350.00
27	8" M.I. Gate Valve & Box	Each	1	870.00	1	870.00
28	Fire Hydrant Assembly w/6" Gate Valve & Box	Each	3	2,950.00	3	8,850.00
29	Single Water Service Connection	Each	1	650.00	0	0.00
30	Temp Sediment Control Fence	L.F.	206	4.00	206	824.00
31	Construction Exists (Install)	S.Y.	84	14.50	0	0.00
32	Construction Exists (Remove)	S.Y.	84	10.00	0	0.00
33	6" Concrete Curb	L.F.	6,781	5.00	0	0.00
34	Concrete Curb and Gutter	L.F.	3,760	7.00	3,760	26,320.00
35	Valley Gutter (4-ft)	L.F.	631	16.50	0	0.00
SUBTOTAL						178,526.00

Amount to Date

United Contracting, Inc.

4616 N Conway Ave
Mission, TX 78573

UNITED CONTRACTING INC

0004

INVOICE

Project/Jobsite
Hidalgo County Precinct 2 - South Tower P
C/O Engineer
R. Gonzalez Engineering Corporation 130 E. Park Avenue Pharr, Texas 78577

Payment Request
3

Date
12/5/2008

Item	Description	Unit	Est. Qty	Rate	Act. Qty	Amount
1	CHANGE ORDER APPROVED #1					
2	Lowering 42" R.C.P. (CL III) Rubber Gasket	L.F.	388	8.50	388	3,298.00
3	Lowering of Inlet C7, C9, and C10	Each	3	1,200.00	3	3,600.00
	Trench Excavation & Protection	L.F.	388	2.00	388	776.00
	SUBTOTAL					7,674.00
	CHANGE ORDER APPROVAL #2					
1	Conflict with existing 8" Sanitary Sewer Line and Proposed 48" R.C.P. Rubber Gasket - Excise 6' L.F. of 8" Sewer Line with 10" Steel Casing and Install one 48" x 8" Concrete Manhole	L.S.	1	2,800.00	1	2,800.00
	SUBTOTAL C.O. #2					2,800.00
	CHANGE ORDER APPROVED #3					
1	Install 6" M.J. Valve & Box w/ Megalugs and all Thread Rod	L.S.	1	1,150.00	1	1,150.00
2	6" M.J. Sleeve w/ Megalug and all Thread Rod	Each	1	350.00	1	350.00
3	Pressure Test 6" P.V.C. Line	Each	1	600.00	1	600.00
	SUBTOTAL					2,100.00
	ORIGINAL CONTRACT AMOUNT \$223,399.50					
	APPROVED CHANGE ORDER \$12,574.00					
	TOTAL CONTRACT AMOUNT \$235,973.50					
Amount to Date						\$191,100.00

Yoli,

UCP's PO for this project has a balance of \$3,977.00. I will pay this amount and the Precinct will have to continue on remaining balance of contract. Thanks!

Monica Fina
1/8/09

RECEIVED
Yoli Cisneros

JAN 12 09

San Diego County
PRECINCT #2

Contractor Name: United Construction, Inc.
 Billing Date: 4/15/2009
 Project Ending Date: 2/28/2009
 Retention: 10%

Application Case: PWT #3
 Period To: 5-Dec-2008
 Engineer Firm: R. S. James, E.A. Corp.

Contract Number	Description	Original Schedule Value	C.O. #1 Schedule Value	C.O. #2 Schedule Value	C.O. #3 Schedule Value	Retainage for App #1	Payment for Application #1	Application #1	Retainage for App #2	Payment for Application #2	Application #2	Retainage for App #3	Payment for Application #3	Application #3	Retainage	Total Completed to Date	Remaining to Date	Previous Payments	Balance to Finish
5007-202-2006-5000-5000-ML	South Tower Park	\$ 223,398.00	\$ 231,973.80	\$ 228,238.00	\$ 230,338.00	\$ 4,584.15	\$ 41,280.98	\$ -9,945.50	\$ 6,704.46	\$ 80,331.05	\$ 87,934.50	\$ 5,892.90	\$ 53,059.40	\$ 58,926.00	\$ 5,892.90	\$ 171,400.00	\$ 17,199.60	\$ 101,592.00	\$ 59,297.50
TOTALS:		\$ 223,398.00	\$ 231,973.80	\$ 228,238.00	\$ 230,338.00	\$ 4,584.15	\$ 41,280.98	\$ -9,945.50	\$ 6,704.46	\$ 80,331.05	\$ 87,934.50	\$ 5,892.90	\$ 53,059.40	\$ 58,926.00	\$ 5,892.90	\$ 171,400.00	\$ 17,199.60	\$ 101,592.00	\$ 59,297.50

WILEY
 5007-202-2006-5000-5000-ML

Company Name: R. Williams Engineering Corp.
Address: 10441 S. Highway 101, Suite 200, Houston, TX 77055-2709
Phone: 281-465-1100
Fax: 281-465-1101

Project Name: 0441 S. Highway 101
Project No: 0441-01
Contract No: 0441-01-001
Contract Date: 04/15/03

Table with columns: No., Date, Description, Units, Price, Total, etc. It lists various construction items and their associated costs.

Prepared by: R. Williams
Checked by: [Signature]
Date: 12/15/2003

AI-13414

21.C.2.

Request for Payment on Invoice 2626 from R. Gutierrez for Pct 2 South Tower Estates Subd.

CC REGULAR

Date: 01/20/2009
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Submitted For: Rocio Villarreal
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** Prct. 2

Information

CAPTION

Presentation for discussion, consideration, acceptance, and approval of request for payment of Invoice No. 2626 in the amount of \$27,716.40 (South Tower Estates Subd.) from R. Gutierrez Engineering Corporation, contracted project engineer for Precinct No. 2, after Auditor's review and processing procedures completed including authority for County Treasurer to issue payment(s)/check(s);

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1202-431-00-122-006-0-734
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
 PO# 613388 has \$30,796.00 available as of 1/15/09.

Attachments

Link: [Invoice](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/14/2009 05:03 PM	APRV
2	Budget & Management	Veronica Lopez	01/15/2009 07:50 AM	APRV
3	Dale Kennan	Dale Kennan	01/15/2009 10:24 AM	APRV
4	Auditor's Office	Linda Fong	01/15/2009 02:20 PM	APRV

Form Started By: Rocio Villarreal
 Started On: 01/14/2009 11:00 AM
 Final Approval Date: 01/15/2009

R. Gutierrez Engineering Corporation

130 E. Park
Pharr, TX 78577

Invoice Number: 2626
Friday, January 09, 2009

Invoice

To: Hidalgo County Precinct No. 2
301 E. State St.
Pharr, TX 78577
Attention: Hector Palacios, Commissioner

Project: **ENG08.024b South Tower Estates Subdivision**

Professional Services for the Period: 11/27/2008 to 01/09/2009

Billing Group: 01 Phased Fixed Fee

Paving and Drainage Design

Contract #: C-08-381-09-16 (WA#2)(PO#613388)

Billing Fee: \$82,124.00

<u>Phase</u>	<u>Phase Fee</u>	<u>Percent Complete</u>	<u>Fee Earned</u>	<u>Prior Billing</u>	<u>Current Fee</u>
Preliminary Phase (50%)	51,328.00	100.00	51,328.00	51,328.00	0.00
Design Phase (30%)	30,796.00	90.00	27,716.40	0.00	27,716.40
Total Phases:					\$27,716.40

Phase Billing Totals: \$27,716.40

613388

8-1202-431-00-122-006-0-734

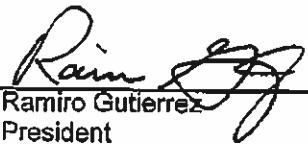
REQ. #143868

Billing Group Subtotal: 27,716.40

Project Totals:

***** Total Project Invoice Amount:**

\$27,716.40



Ramiro Gutierrez
President

INVOICE RECEIVED BY:

 ON 1/12/09

GOODS/SERVICES RECEIVED BY:

 ON 1/09/09

AI-13419

21.C.3.

**Request for Payment No. 4 Revised from Va Architecture for the South Tower Project
CC REGULAR**

Date: 01/20/2009
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Submitted For: Rocio Villarreal
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** Prct. 2

Information

CAPTION

Approval of Request for Payment No. 4 (Revised) in the amount of \$2,072.64, from V-A Architecture, contracted architect for "South Tower CRC/Park Project" C-07-042-04-17.

BACKGROUND

Approved on CC 12/09/08

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1212-452-00-122-008-0-739
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

PO# 613390 has \$8,906.44 available as of 1/15/09.

Attachments

Link: [Invoice](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/15/2009 09:46 AM	APRV
2	Budget & Management	Veronica Lopez	01/15/2009 11:41 AM	APRV
3	Dale Kennan	Dale Kennan	01/15/2009 03:15 PM	APRV
4	Auditor's Office		01/16/2009 05:39 PM	NEW

Form Started By: Rocio Villarreal
Started On: 01/14/2009 11:49 AM

Final Approval Date: 01/16/2009

V·A Architecture

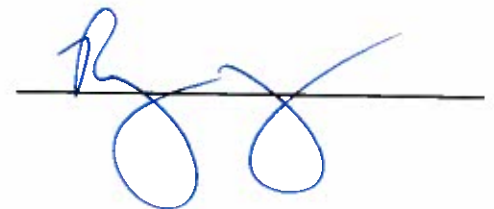
REQUEST FOR PAYMENT NO: Four (Revised)

Project Name: South Tower CRC/Park Pending Construction Items No. 07-1004A
 Hidalgo County Pct. 2
 Alamo, Texas
 Architectural Firm: V-A Architecture PO# 613390
 Address: 2029 Industrial Drive
 City/State: McAllen, Texas 78504

Project Contract Amount:	\$ 654,390.00	Arch % Rate:	6.5%	Orig. Contract Amt.	\$42,535.35
	<i>Minus Alternate No. 5 & 7 Construction Administration Phase Fee 1</i>				<i>(\$1,316.45)</i>
	Maximum Contract Amount				\$41,218.90
Scope of Services	Estimated Budget	% Completed To Date	Total Due	Less Prev. Payments	Amount Due This Request
Schematic Design					
A/E Fee 15%	\$ 6,380.30	100%	\$ 6,380.30	\$ 6,380.30	\$ 0.00
Design Development					
A/E Fee 20%	\$ 8,507.07	100%	\$ 8,507.07	\$ 8,507.07	\$ 0.00
Constr. Doc. Phase					
A/E Fee 40%	\$ 17,014.14	100%	\$ 17,014.14	\$ 17,014.14	\$ 0.00
Bidding Phase					
A/E Fee 5%	\$ 2,126.77	100%	\$ 2,126.77	\$ 54.12	\$ 2,072.65
<i>Orig. Construction Adm. A/E Fee: 20%</i>	<i>\$ 8,507.07</i>				
<i>Minus Alt. #5, #7 Constr. Adm. Fee</i>	<i>\$ (1,316.45)</i>				
	\$ 7,190.62	0%	\$ 0.00		\$ 0.00
Reimbursables	\$ 0.00	0%	\$ 0.00	\$ 0.00	\$ 0.00
TOTALS	\$ 41,218.90		\$ 34,028.28	\$ 31,955.63	\$ 2,072.64
Total Amount This Request					\$ 2,072.64

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

VA Architecture December 18, 2008
 Architect



1 Alternates No. 5: Handball Courts & No. 7 Project Sign in the amount totaling \$101,265.00 were designed but not awarded. Therefore, \$101,265.00 x 6.5% (A/E Rate) x 20% (Construction Adm. Phase Only) which equals, (\$1,316.45), is being deleted from the Construction Administration Fee.

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

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

AI-13399

21.D.1.

**Request approval of Payment No. 2 & 5 from AGADC
CC REGULAR**

Date: 01/20/2009
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Submitted For: Rocio Villarreal
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** Prct. 3

Information

CAPTION

Presentation for discussion, consideration, acceptance, and approval of Payment No. 2 (reimbursable) in the amount of \$446.00 and Payment No. 5 in the amount of \$17,745.55, from Alcocer Garcia Associates Design Consulting, contracted architect for, "Meeting Hall/Pavilion for Precinct No. 3

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 9-1302-451-22-123-068-0-720
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n

BUDGETARY IMPACT:

PO 594477 (PO increase has been submitted)

Funding available

Attachments

Link: [Invoices](#)

Link:

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/14/2009 04:56 PM	APRV
2	Budget & Management	Veronica Lopez	01/15/2009 07:47 AM	APRV
3	Erika Reyna	Erika Reyna	01/16/2009 09:04 AM	APRV
4	Auditor's Office		01/16/2009 05:39 PM	NEW

Form Started By: Rocio Villarreal
Started On: 01/14/2009 09:14 AM

Final Approval Date: 01/16/2009

AGADC

ALCÓCER GARCIA ASSOCIATES DESIGN CONSULTING
1333 E. Jasmine Ave. McAllen, TX 78501 Pho: 956.618-2007 FAX 956.618-2008

121451
594477

J. Flores

INVOICE FOR SERVICES:

CONTRACT No.: C-07-

INVOICE No. : **2 for Reimbursable Expenses**

P.O. No.: 594477

DATE: January 8, 2009

A/E Contract Date: 10-09-07

PROJECT: Precinct 3 Meeting Hall / Pavilion

TO: OFFICE OF THE COUNTY JUDGE
c/o Hidalgo County Purchasing Department
2802 S. Bus. Hwy 281
Edinburg, Tx 78539

This Invoice for: printing plans & specifications as follows:
Printed 5 additional sets at a cost of \$ 446.00 (Printing Invoice attached).

.\$ 446.00 x 1.1 = 490.60 Due

5 sets of prints have been provided to County at no charge.
(See AGADC Invoice No.1 for Reimbursable Expenses)

Please remit payment to:
Alcócer Garcia Associates Design Consulting
1333 E. Jasmine Ave.
McAllen, Texas 78501

Thank you,
AGADC

George A. Garcia

George A. Garcia
Project Architect

Acknowledged By:

Car. m. Flores

County Commissioner,
Precinct No. 3

Date:

01-12-09

INVOICE RECEIVED BY

WDC ON 1/8/09

GOODS/SERVICES RECEIVED BY

Car. Flores ON 1/12/09

9-1382-451-22-123-068-0-720



**P.O. Box 2375
McAllen, TX 78502**

(956) 686-6655 (956) 686-5509

Invoice

Date	Invoice #
12/10/2008	6513

Bill To
Alcocer Garica Associates 1333 Jasmine McAllen, Texas 78501

P.O. No.	Terms	Rep
Meeting hall	Net 30	BR

Description	Qty	Rate	Amount
Large Format Bond Copies 24x36	225	1.30	292.50
Small Format Bond Copies 8.5x11	2,875	0.05	143.75
General Binding W/Covers	5	1.95	9.75

Payment Are Due 30 Day From The Date On The Invoice!!!

Signature Here: X	Subtotal	\$446.00
	Sales Tax (8.25%)	\$0.00
	Total	\$446.00
	Payments/Credits	\$0.00
	Balance Due	\$446.00

121451
594477
J. Flores

AGADC ALCÓCER GARCIA ASSOCIATES DESIGN CONSULTING
1333 E. Jasmine Ave. McAllen, TX 78501 Pho: 956.618-2007 FAX 956.618-2008

INVOICE FOR SERVICES:

CONTRACT No.: C-07-

INVOICE No.: Five

P.O. No.: 594477

DATE: January 7, 2009

A/E Contract Date: 10-09-07

PROJECT: Precinct 3 Meeting Hall / Pavilion

TO: OFFICE OF THE COUNTY JUDGE
c/o Hidalgo County Purchasing Department
2802 S. Bus. Hwy 281
Edinburg, Tx 78539

A/E Fee is based on construction cost less the cost of Paving /Striping Signage, Line item 5 (\$ 58,183.00) on contractor's Schedule Of Values (attached). The designs for this portion of the work was not part of AGADC A/E contract. The construction contract total is \$ 1,154,824.00. AGADC fee is based on an amount of \$1,154,824.00 – \$ 58,183.00 = \$ 1,096,641.00.

A/E Basic Services fee = 7.5% of \$ 1,096,641.00 = \$ 82,248.07

Current Fee Status:

Schematic Design Phase	\$ 6,277.00 (pd)
Design Development Phase	6,277.00 (pd)
Construction Documents Phase.....	31,386.50 (pd)
Bidding Phase. (5%).....	4,112.40
Construction Phase (25%).....	20,562.02

This Invoice for:

Completion of Services through Bidding Phase (\$ 82,248.07 x 75%) =	\$ 61,686.05
Less paid to-date.....	43,940.50
Due this Invoice.....	\$ 17,745.55

Please remit payment to:
Alcócer Garcia Associates Design Consulting
1333 E. Jasmine Ave.
McAllen, Texas 78501

Thank you,
AGADC

Acknowledged By:

Comm. Flores

County Commissioner,
Hidalgo County Precinct No. 3

George A. Garcia
George A. Garcia
Project Architect

Date: 1/12/09

INVOICE RECEIVED BY
NSC ON 1/8/09

GOODS/SERVICES RECEIVED BY
Comm Flores ON 1/12/09

9-1302-451-22-123-068-0-720

SCHEDULE OF VALUES

PROJECT: HIDALGO COUNTY PRECINCT NO. 3 - MEETING HALL/PAVILION

A. ITEM NO.	B. DESCRIPTION OF WORK	C. SCHEDULED VALUE	D. WORK FROM PREVIOUS APPLICATION (D + E)	E. COMPLETED THIS PERIOD	F. MATERIALS PRESENTLY STORED (NOT IN D OR E)	G. TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H. % (G/C)	I. BALANCE TO FINISH (G-I)
1	Bonding/Insurance	\$30,048						
2	General Conditions	\$15,815						
3	Site Prep/Grading	\$19,536						
4	Site Utilities	\$47,762						
5	Paving/Striping/Signage	\$58,163						
6	Concrete Work	\$155,375						
7	Terrace Treatment	\$1,125						
8	Civil Work	\$59,200						
9	Steel/Metal Work	\$98,803						
10	Roofing	\$40,288						
11	Carpentry/Ceiling Board	\$42,245						
12	SAF	\$20,612						
13	Painting	\$48,268						
14	Electrical	\$200,228						
15	HVAC	\$78,575						
16	Plumbing	\$60,891						
17	Flooring	\$47,143						
18	Millwork	\$17,186						
19	Doors/Frames/HV	\$34,658						
20	Storefront/Glazing	\$3,658						
21	Toilet Partition/Accessories	\$7,298						
22	Exterior/Interior Signage	\$9,280						
23	Furniture/Fixtures	\$7,015						
24	Overhead/Courier Doors	\$16,446						
25	Allowances	\$39,000						
GRAND TOTALS		\$1,184,827						

AGADC

ALCÓCER GARCIA ASSOCIATES DESIGN CONSULTING
1333 E. Jasmine Ave. McAllen, TX 78501 Pho: 956.618-2007 FAX 956.618-2008

121451
594477

J. Flores

INVOICE FOR SERVICES:

CONTRACT No.: C-07-

INVOICE No. : **2 for Reimbursable Expenses**

P.O. No.: 594477

DATE: January 8, 2009

A/E Contract Date: 10-09-07

PROJECT: Precinct 3 Meeting Hall / Pavilion

TO: OFFICE OF THE COUNTY JUDGE
c/o Hidalgo County Purchasing Department
2802 S. Bus. Hwy 281
Edinburg, Tx 78539

This Invoice for: printing plans & specifications as follows:
Printed 5 additional sets at a cost of \$ 446.00 (Printing Invoice attached).

.\$ 446.00 x 1.1 = 490.60 Due

5 sets of prints have been provided to County at no charge.
(See AGADC Invoice No.1 for Reimbursable Expenses)

Please remit payment to:
Alcócer Garcia Associates Design Consulting
1333 E. Jasmine Ave.
McAllen, Texas 78501

Thank you,
AGADC

George A. Garcia

George A. Garcia
Project Architect

Acknowledged By:

Car. m. Flores

County Commissioner,
Precinct No. 3

Date:

01-12-09

INVOICE RECEIVED BY

Wax ON 1/8/09

GOODS/SERVICES RECEIVED BY

Car. Flores ON 1/12/09

9-1382-451-22-123-068-0-720



**P.O. Box 2375
McAllen, TX 78502**

(956) 686-6655 (956) 686-5509

Invoice

Date	Invoice #
12/10/2008	6513

Bill To
Alcocer Garica Associates 1333 Jasmine McAllen, Texas 78501

P.O. No.	Terms	Rep
Meeting hall	Net 30	BR

Description	Qty	Rate	Amount
Large Format Bond Copies 24x36	225	1.30	292.50
Small Format Bond Copies 8.5x11	2,875	0.05	143.75
General Binding W/Covers	5	1.95	9.75

Payment Are Due 30 Day From The Date On The Invoice!!!

Signature Here: X	Subtotal	\$446.00
	Sales Tax (8.25%)	\$0.00
	Total	\$446.00
	Payments/Credits	\$0.00
	Balance Due	\$446.00

121451
594477
J. Flores

AGADC ALCÓCER GARCIA ASSOCIATES DESIGN CONSULTING
1333 E. Jasmine Ave. McAllen, TX 78501 Pho: 956.618-2007 FAX 956.618-2008

INVOICE FOR SERVICES:

CONTRACT No.: C-07-

INVOICE No.: Five

P.O. No.: 594477

DATE: January 7, 2009

A/E Contract Date: 10-09-07

PROJECT: Precinct 3 Meeting Hall / Pavilion

TO: OFFICE OF THE COUNTY JUDGE
c/o Hidalgo County Purchasing Department
2802 S. Bus. Hwy 281
Edinburg, Tx 78539

A/E Fee is based on construction cost less the cost of Paving /Striping Signage, Line item 5 (\$ 58,183.00) on contractor's Schedule Of Values (attached). The designs for this portion of the work was not part of AGADC A/E contract. The construction contract total is \$ 1,154,824.00. AGADC fee is based on an amount of \$1,154,824.00 – \$ 58,183.00 = \$ 1,096,641.00.

A/E Basic Services fee = 7.5% of \$ 1,096,641.00 = \$ 82,248.07

Current Fee Status:

Schematic Design Phase	\$ 6,277.00 (pd)
Design Development Phase	6,277.00 (pd)
Construction Documents Phase.....	31,386.50 (pd)
Bidding Phase. (5%).....	4,112.40
Construction Phase (25%).....	20,562.02

This Invoice for:

Completion of Services through Bidding Phase (\$ 82,248.07 x 75%) =	\$ 61,686.05
Less paid to-date.....	43,940.50
Due this Invoice.....	\$ 17,745.55

Please remit payment to:
Alcócer Garcia Associates Design Consulting
1333 E. Jasmine Ave.
McAllen, Texas 78501

Thank you,
AGADC

Acknowledged By:

Comm. Flores

County Commissioner,
Hidalgo County Precinct No. 3

George A. Garcia

George A. Garcia
Project Architect

INVOICE RECEIVED BY
NSC ON *1/8/09*

GOODS/SERVICES RECEIVED BY
Comm Flores ON *1/12/09*

Date: 1/12/09

9-1302-451-22-123-068-0-720

SCHEDULE OF VALUES

PROJECT: HIDALGO COUNTY PRECINCT NO. 3 - MEETING HALL/PAVILION

A. ITEM NO.	B. DESCRIPTION OF WORK	C. SCHEDULED VALUE	D. WORK FROM PREVIOUS APPLICATION (D + E)	E. COMPLETED THIS PERIOD	F. MATERIALS PRESENTLY STORED (NOT IN D OR E)	G. TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H. % (G/C)	I. BALANCE TO FINISH (G-I)
1	Bonding/Insurance	\$30,000						
2	General Conditions	\$15,815						
3	Site Prep/Grading	\$19,536						
4	Site Utilities	\$47,762						
5	Paving/Striping/Signage	\$58,163						
6	Concrete Work	\$155,375						
7	Terrace Treatment	\$1,125						
8	Civil Work	\$59,200						
9	Steel/Metal Work	\$98,803						
10	Roofing	\$40,288						
11	Carpentry/Ceiling Board	\$42,245						
12	SAF	\$20,612						
13	Painting	\$48,268						
14	Electrical	\$200,228						
15	HVAC	\$78,575						
16	Plumbing	\$60,891						
17	Flooring	\$47,143						
18	Millwork	\$17,186						
19	Doors/Frames/HV	\$34,658						
20	Storefront/Glazing	\$3,658						
21	Toilet Partition/Accessories	\$7,298						
22	Exterior Signage	\$9,280						
23	Furniture/Fixtures	\$7,015						
24	Overhead/Courier Doors	\$16,446						
25	Allowances	\$39,000						
GRAND TOTALS		\$1,184,827						

AI-13403

21.D.2.

**Request for approval of Work Authorization No. 6 and 7 from L&G Engineering for Pct 3
CC REGULAR**

Date: 01/20/2009
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Submitted For: Rocio Villarreal
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** Prct. 3

Information

CAPTION

A. Presentation for consideration, discussion, acceptance, and approval of Work Authorization No. 6 (with a estimated cost of \$6,696.95) for "Construction Material Testing Services for 8 Mile Line (Western Rd to Iowa)" with L&G Engineering Laboratory, LLC, to provide engineer services to Hidalgo County Precinct No. 3. C-08-127-04-22

B. Presentation for consideration, discussion, acceptance, and approval of Work Authorization No. 7 (with a estimated cost of \$6,696.95) for "Construction Material Testing Services for Abram Rd (7 Mile Line to 8 Mile Line)" with L&G Engineering Laboratory, LLC, to provide engineer services to Hidalgo County Precinct No. 3. C-08-127-04-22

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1203-431-00-123-005-0-731
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** n
BUDGETARY IMPACT:
Balance Avail. \$73,095.02

Attachments

Link: [WA 6](#)
Link: [WA 7](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/14/2009 04:56 PM	APRV
2	Budget & Management	Veronica Lopez	01/15/2009 07:47 AM	APRV
3	Erika Reyna	Erika Reyna	01/15/2009 02:19 PM	APRV
4	Auditor's Office		01/16/2009 05:39 PM	NEW

Form Started By: Rocio Villarreal
Started On: 01/14/2009 09:31 AM
Final Approval Date: 01/16/2009



HIDALGO COUNTY
Professional Engineering Services
Contract # C-08-127-04-22
Work Authorization Form

WORK AUTHORIZATION NO. 06

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, L&G Engineering Laboratory, LLC, professional engineers of Mercedes, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide Construction Materials Testing Services for Hidalgo County Pct. 3 – 8 Mile Line (Western Rd. to Iowa Rd.)

The scope of services to be provided by the **Owner** is identified in *EXHIBIT "A" – Scope of Services to be provided by the Owner* attached hereto.

The scope of services to be provided by the **Engineer** is identified in *EXHIBIT "B" – Scope of Services to be Provided by the Engineer* attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is **\$6,696.95** This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D"**.

PART 3. PAYMENT

Compensation and payment to the **Engineer** for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 5.1 of the Agreement.

PART 4. FUNDING

This Work Authorization No.06 shall be funded through funding source:

Account No. 9-1203-431-00-123-05-0-131

Requisition Number _____ (MUST BE INCLUDED AFTER CC APPROVAL)

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization or (DATE).

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct No. 3 Commissioner Joe Flores as to content and detail of this Work Authorization No. # 06.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 3:

BY: _____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of _____ day of _____, 2009.

THE ENGINEER:
L&G ENGINEERING LABORATORY, LLC

THE OWNER:
HIDALGO COUNTY


By: Jacinto Garza

By: Juan D. Salinas III, County Judge

ATTEST:

by: Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

- ATTACHMENT "A" - Services to be Provided by the Owner
- ATTACHMENT "B" - Services to be Provided by the Engineer
- ATTACHMENT "C" - Work Schedule
- ATTACHMENT "D" - Project Cost Proposal

ATTACHMENT "A"
Scope of Services (Owner)

PROJECT: 8 Mile Line (Western Rd. to Iowa Rd.)
Project in Hidalgo County Precinct No. Three (3)

SERVICES TO BE PROVIDED BY OWNER

The County of Hidalgo will provide **L&G Engineering Laboratory, LLC with Construction Documents, Plans and Specifications** for the **8 Mile Line (Western Rd. to Iowa Rd.) Project**.

ATTACHMENT "B"
Scope of Services (Engineer)

PROJECT: 8 Mile Line (Western Rd. to Iowa Rd.)
Project in Hidalgo County Precinct No. Three (3)

GENERAL SCOPE OF WORK

The Scope of Work will entail providing The County of Hidalgo with Construction Materials Testing Services.

The Scope of Work is identified as follows:

- **Construction Materials Testing Services**

L&G Engineering Laboratory will furnish all equipment, materials, supplies, and incidentals as needed to perform the services required by this Contract: The work is as follows:

Construction Materials Testing Services

L&G Engineering Laboratory, L.L.C. will provide The County of Hidalgo with Construction Materials Testing Services for the 8 Mile Line (*Western Rd. to Iowa Rd.*) Project in Hidalgo County Precinct No. Three (3).

The services to be provided are as follows:

- Sampling and laboratory testing of soils and base materials proposed for use in the construction of Roads and Bridges to determine compliance of these materials with project plans and specifications.
- Field density testing of soils and base materials to ensure proper compaction as required by project plans and specifications.
- Field sampling and testing of fresh concrete, and Laboratory testing of hardened concrete to determine compliance with project plans and specifications.
- Field Compaction testing of Asphalt to ensure proper compaction during lay down operations.
- Field inspection, sampling and laboratory testing of Asphalt materials to determine their materials properties and their compliance with project plans and specifications.

- Any additional laboratory testing as required/requested by **The County of Hidalgo and the project plans and specifications.**
- Provide accurate and timely reports to **The County of Hidalgo** and all/other recipients as designated by the County.

Engineering Services

L&G Engineering Laboratory, L.L.C. will provide an engineer's review of all test results to determine compliance with all project plans and specifications.

Scheduling of Services

L & G Engineering Laboratory is prepared to make a commitment to **The County of Hidalgo's** materials testing needs. L & G Engineering Laboratory makes every effort to respond to its clients as requests are received, and every effort will be made to keep scheduling conflicts to a minimum. As any other firm or business providing a service, L & G Engineering Laboratory prefers to schedule field and laboratory work with as much advance notice as possible. L & G Engineering Laboratory understands; however, that certain situations may occur when the Client may have a need for Materials Testing Services with as little or no advance notice. During these instances, L & G Engineering Laboratory will make every effort to dispatch personnel to the project within one (1) hour of the Client's request for services.

ATTACHMENT "C"
Work Schedule

PROJECT: 8 Mile Line (Western Rd. to Iowa Rd.) Project in Hidalgo County Precinct No. Three (3)

Work Schedule

L&G Engineering Laboratory will provide Hidalgo County Pct. # 3 with Construction Materials Testing Services as outlined in Contract Agreement C-08-127-04-22.

ATTACHMENT "D"
Cost Proposal

PROJECT: 8 Mile Line (Western Rd. to Iowa Rd.) Project in Hidalgo County Precinct No. Three (3).

(See Attached)

Attachment D
8 Mile Line (Western Rd. to Iowa Rd.)(Approx. 5280 LF)
Prepared For Hidalgo County Pct. No. 3

Roadway Subgrade Materials Testing - Laboratory				
Tech Time	6	Hrs.	\$43.10	\$258.60
Trip Charge	60	Mi.	\$0.47	\$28.20
Atterberg	2	Ea.	\$71.80	\$143.60
Moisture-Density Determ	2	Ea.	\$185.50	\$371.00
Reports	2	Ea.	\$21.25	\$42.50
Eng. Spec.	1	Hrs.	\$107.70	\$107.70
Engineer	1	Hrs.	\$143.70	\$143.70
Sub.				\$1,095.30
Roadway Subgrade Field Density Testing				
Tech Time	12	Hrs.	\$43.10	\$517.20
Trip Charge	120	Mi.	\$0.47	\$56.40
Comp. Test	15	Ea.	\$21.55	\$323.25
Reports	5	Ea.	\$21.25	\$106.25
Eng. Spec.	2	Hrs.	\$107.70	\$215.40
Engineer	2	Hrs.	\$143.70	\$287.40
Sub.				\$1,505.90
Roadway Base Materials Testing - Laboratory				
Tech Time	3	Hrs.	\$43.10	\$129.30
Trip Charge	30	Mi.	\$0.47	\$14.10
Sieve Analysis	1	Ea.	\$53.85	\$53.85
Texas Wet Ball Mill	1	Ea.	\$209.55	\$209.55
Atterberg	1	Ea.	\$71.80	\$71.80
Moisture-Density Determ	1	Ea.	\$185.50	\$185.50
Reports	2	Ea.	\$21.25	\$42.50
Eng. Spec.	1	Hrs.	\$107.70	\$107.70
Engineer	1	Hrs.	\$143.70	\$143.70
Sub.				\$958.00
Base Material Field Density Testing				
Tech Time	12	Hrs.	\$43.10	\$517.20
Trip Charge	120	Mi.	\$0.47	\$56.40
Comp. Test	15	Ea.	\$21.55	\$323.25
Reports	5	Ea.	\$21.25	\$106.25
Eng. Spec.	2	Hrs.	\$107.70	\$215.40
Engineer	2	Hrs.	\$143.70	\$287.40
Sub.				\$1,505.90
Asphalt Testing-Field and Laboratory				
Tech Time	8	Hrs.	\$55.05	\$440.40
Trip Charge	90	Mi.	\$0.47	\$42.30
Rolling Patterns	2	Ea.	\$35.95	\$71.90
Laboratory Molded (ga)	1	Pr.	\$91.90	\$91.90
%AC-Grad	1	Ea.	\$209.50	\$209.50
Rico Gravity (gr)	1	Ea.	\$101.30	\$101.30
Reports	3	Ea.	\$21.25	\$63.75
Asphalt Thickness	6	Ea.	\$59.90	\$359.40
Eng. Spec.	1	Hrs.	\$107.70	\$107.70
Engineer	1	Hrs.	\$143.70	\$143.70
Sub.				\$1,631.85

Total Estimated Material Testing Fees \$6,696.95

HIDALGO COUNTY
Professional Engineering Services
Contract # C-08-127-04-22
Work Authorization Form

WORK AUTHORIZATION NO. 07

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, L&G Engineering Laboratory, LLC, professional engineers of Mercedes, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide Construction Materials Testing Services for Hidalgo County Pct. 3 – Abram Rd (7 Mile Line to 8 Mile Line)

The scope of services to be provided by the **Owner** is identified in *EXHIBIT "A" – Scope of Services to be provided by the Owner* attached hereto.

The scope of services to be provided by the **Engineer** is identified in *EXHIBIT "B" – Scope of Services to be Provided by the Engineer* attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is \$6,696.95 This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D"**.

PART 3. PAYMENT

Compensation and payment to the **Engineer** for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 5.1 of the Agreement.

PART 4. FUNDING

This Work Authorization No.07 shall be funded through funding source:

Account No. 9-1203-431-00-123-005-0-731

Requisition Number _____ (MUST BE INCLUDED AFTER CC APPROVAL)

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization or (DATE).

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct No. 3 Commissioner Joe Flores as to content and detail of this Work Authorization No. # 07.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 3:

BY: _____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of _____ day of _____, 2009.

THE ENGINEER:
L&G ENGINEERING LABORATORY, LLC

THE OWNER:
HIDALGO COUNTY


By: Jacinto Garza

By: Juan D. Salinas III, County Judge

ATTEST:

by: Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

- ATTACHMENT "A" - Services to be Provided by the Owner
- ATTACHMENT "B" - Services to be Provided by the Engineer
- ATTACHMENT "C" - Work Schedule
- ATTACHMENT "D" - Project Cost Proposal

ATTACHMENT "A"
Scope of Services (Owner)

PROJECT: Abram Rd (7 Mile Line to 8 Mile Line)

Project in Hidalgo County Precinct No. Three (3)

SERVICES TO BE PROVIDED BY OWNER

The County of Hidalgo will provide **L&G Engineering Laboratory, LLC with Construction Documents, Plans and Specifications** for the ***Abram Rd (7 Mile Line to 8 Mile Line)***

Project.

ATTACHMENT "B"
Scope of Services (Engineer)

PROJECT: Abram Rd (7 Mile Line to 8 Mile Line)

Project in Hidalgo County Precinct No. Three (3)

GENERAL SCOPE OF WORK

The Scope of Work will entail providing **The County of Hidalgo** with **Construction Materials Testing Services**.

The Scope of Work is identified as follows:

- **Construction Materials Testing Services**

L&G Engineering Laboratory will furnish all equipment, materials, supplies, and incidentals as needed to perform the services required by this Contract: The work is as follows:

Construction Materials Testing Services

L&G Engineering Laboratory, L.L.C. will provide **The County of Hidalgo** with **Construction Materials Testing Services** for the **Abram Rd (7 Mile Line to 8 Mile Line)**

Project in Hidalgo County Precinct No. Three (3).

The services to be provided are as follows:

- Sampling and laboratory testing of soils and base materials proposed for use in the construction of Roads and Bridges to determine compliance of these materials with project plans and specifications.
- Field density testing of soils and base materials to ensure proper compaction as required by project plans and specifications.
- Field sampling and testing of fresh concrete, and Laboratory testing of hardened concrete to determine compliance with project plans and specifications.
- Field Compaction testing of Asphalt to ensure proper compaction during lay down operations.
- Field inspection, sampling and laboratory testing of Asphalt materials to determine their materials properties and their compliance with project plans and specifications.

- Any additional laboratory testing as required/requested by **The County of Hidalgo and the project plans and specifications.**
- Provide accurate and timely reports to **The County of Hidalgo** and all/other recipients as designated by the County.

Engineering Services

L&G Engineering Laboratory, L.L.C. will provide an engineer's review of all test results to determine compliance with all project plans and specifications.

Scheduling of Services

L & G Engineering Laboratory is prepared to make a commitment to **The County of Hidalgo's** materials testing needs. L & G Engineering Laboratory makes every effort to respond to its clients as requests are received, and every effort will be made to keep scheduling conflicts to a minimum. As any other firm or business providing a service, L & G Engineering Laboratory prefers to schedule field and laboratory work with as much advance notice as possible. L & G Engineering Laboratory understands; however, that certain situations may occur when the Client may have a need for Materials Testing Services with as little or no advance notice. During these instances, L & G Engineering Laboratory will make every effort to dispatch personnel to the project within one (1) hour of the Client's request for services.

ATTACHMENT "C"
Work Schedule

PROJECT: Abram Rd (7 Mile Line to 8 Mile Line) Project in Hidalgo County Precinct No. Three (3)

Work Schedule

L&G Engineering Laboratory will provide Hidalgo County Pct. # 3 with Construction Materials Testing Services as outlined in Contract Agreement C-08-127-04-22.

ATTACHMENT "D"
Cost Proposal

PROJECT: Abram Rd (7 Mile Line to 8 Mile Line)
Project in Hidalgo County Precinct No. Three (3).

(See Attached)

Attachment D
Abram Rd (7 Mile Line to 8 Mile Line)(Approx. 5280 LF)
Prepared For Hidalgo County Pct. No. 3

Roadway Subgrade Materials Testing - Laboratory				
Tech Time	6	Hrs.	\$43.10	\$258.60
Trip Charge	60	Mi.	\$0.47	\$28.20
Atterberg	2	Ea.	\$71.80	\$143.60
Moisture-Density Determ	2	Ea.	\$185.50	\$371.00
Reports	2	Ea.	\$21.25	\$42.50
Eng. Spec.	1	Hrs.	\$107.70	\$107.70
Engineer	1	Hrs.	\$143.70	\$143.70
Sub.				<u>\$1,095.30</u>
Roadway Subgrade Field Density Testing				
Tech Time	12	Hrs.	\$43.10	\$517.20
Trip Charge	120	Mi.	\$0.47	\$56.40
Comp. Test	15	Ea.	\$21.55	\$323.25
Reports	5	Ea.	\$21.25	\$106.25
Eng. Spec.	2	Hrs.	\$107.70	\$215.40
Engineer	2	Hrs.	\$143.70	\$287.40
Sub.				<u>\$1,505.90</u>
Roadway Base Materials Testing - Laboratory				
Tech Time	3	Hrs.	\$43.10	\$129.30
Trip Charge	30	Mi.	\$0.47	\$14.10
Sieve Analysis	1	Ea.	\$53.85	\$53.85
Texas Wet Ball Mill	1	Ea.	\$209.55	\$209.55
Atterberg	1	Ea.	\$71.80	\$71.80
Moisture-Density Determ	1	Ea.	\$185.50	\$185.50
Reports	2	Ea.	\$21.25	\$42.50
Eng. Spec.	1	Hrs.	\$107.70	\$107.70
Engineer	1	Hrs.	\$143.70	\$143.70
Sub.				<u>\$958.00</u>
Base Material Field Density Testing				
Tech Time	12	Hrs.	\$43.10	\$517.20
Trip Charge	120	Mi.	\$0.47	\$56.40
Comp. Test	15	Ea.	\$21.55	\$323.25
Reports	5	Ea.	\$21.25	\$106.25
Eng. Spec.	2	Hrs.	\$107.70	\$215.40
Engineer	2	Hrs.	\$143.70	\$287.40
Sub.				<u>\$1,505.90</u>
Asphalt Testing-Field and Laboratory				
Tech Time	8	Hrs.	\$55.05	\$440.40
Trip Charge	90	Mi.	\$0.47	\$42.30
Rolling Patterns	2	Ea.	\$35.95	\$71.90
Laboratory Molded (ga)	1	Pr.	\$91.90	\$91.90
%AC-Grad	1	Ea.	\$209.50	\$209.50
Rico Gravity (gr)	1	Ea.	\$101.30	\$101.30
Reports	3	Ea.	\$21.25	\$63.75
Asphalt Thickness	6	Ea.	\$59.90	\$359.40
Eng. Spec.	1	Hrs.	\$107.70	\$107.70
Engineer	1	Hrs.	\$143.70	\$143.70
Sub.				<u>\$1,631.85</u>

Total Estimated Material Testing Fees \$6,696.95

AI-13408

21.D.3.

Requesting approval to execute agreement with Javier Hinojosa for Drainage Improvements for Pct 3

CC REGULAR

Date: 01/20/2009
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Submitted For: Rocio Villarreal
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** Prct. 3

Information

CAPTION

Presentation for discussion, consideration, and approval to execute a professional engineering services contract/agreement for the provision of general engineering services for, "Precinct No. 3 Drainage Improvement Project," with Javier Hinojosa Engineering as authorized & approved for negotiations by CC on 12/23/08.

BACKGROUND

Fiscal Impact

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

BUDGETARY IMPACT:

Funding will come from COs. If work authorization is issued prior to receiving proceeds Pct. will fund.

Attachments

Link: [Agreement](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/14/2009 05:02 PM	APRV
2	Budget & Management	Veronica Lopez	01/15/2009 07:49 AM	APRV
3	Erika Reyna	Erika Reyna	01/16/2009 09:17 AM	APRV
4	Auditor's Office		01/16/2009 05:39 PM	NEW

Form Started By: Rocio Villarreal
Started On: 01/14/2009 10:20 AM

Final Approval Date: 01/16/2009

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL SERVICES
C-08-505-01-20

THIS AGREEMENT is made, by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner’s Court**, hereinafter called the “**Owner**”, and Javier Hinojosa Engineering. Professional Engineers of **McAllen, Texas**, hereinafter called the “**Engineer**”.

WITNESSETH:

WHEREAS, the **Owner** desires to contract with the **Engineer** to provide professional engineering services related to “**Drainage Improvement Projects**” for **Hidalgo County Precinct Number 3** hereinafter referred to as the “**Project**”.

NOW, THEREFORE, the **Owner** and the **Engineer** in consideration of the mutual covenants and agreements herein contained do mutually agree as follows:

ARTICLE 1. Employment of Engineer. The **Owner** agrees to employ the **Engineer** and the **Engineer** agrees to perform professional engineering services in connection with the **Project** as stated in the articles to follow and for having rendered such services, the owner agrees to pay **the Engineer** compensation as stated in the articles to follow.

ARTICLE 2. Character and Extent of Services. This Agreement will provide for the development of the **Project** with the following:

2.1 Scope of Work. The **Owner** will furnish items and provide those services for the development of the **Project** and fulfillment of this Agreement, as identified in **EXHIBIT “A” Services to be Provided by the Owner**, attached hereto and made a part of this Agreement as identified in **EXHIBIT “B”- Services to Provided by the Engineer**, attached hereto and made a part of this agreement.

2.2 Classification of Services For this Agreement, the professional services to be provided by the **Engineer**, as more particularly identified in **EXHIBIT “B”**, attached hereto.

2.3 Schedule of Work. The **Engineer** shall prepare a schedule of work (hereinafter referred to as “**Work Schedule**”) in accordance with the terms identified in **EXHIBIT “C” - Work Schedule**, attached hereto and made a part of this Agreement.

ARTICLE 3. Period of Service. Upon execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof.

3.1 Termination Date. This Agreement will terminate on January 19, 2010 (hereinafter referred to as the “**Termination Date**”), unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Engineer** to begin work, during periods when work is suspended, or subsequent to the **Termination Date**.

3.2 Extension of the Termination Date. The **Engineer** shall notify the **Owner** in writing as soon as possible if it is determined, or reasonably anticipated, that the work under this Agreement cannot be completed before the **Termination Date**, and the **Owner** may, at the **Owner’s** sole discretion, extend the **Termination Date** by written supplemental agreement as provided in Article 8 hereof. The **Engineer** shall allow adequate time for review and approval by the **Owner** of the written notice and request by the **Engineer** to extend the **Termination Date**.

3.3 Suspension of Work. Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the **Owner** shall provide thirty (30) calendar days verbal notification to the **Engineer**, followed by written confirmation from the **Owner** to the **Engineer** to that effect. The thirty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**. The work under this

Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the **Owner** to the **Engineer**. The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**.

If the **Owner** suspends the work, the **Termination Date** as identified above is not affected, and this Agreement will terminate on the date specified, unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**.

3.4 Termination of Agreement. This Agreement may be terminated before the stated **Termination Date** identified in Article 3.1 herein by any of the following conditions:

- (1) **Commitment of Current Revenues.** In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Engineer**. The **Owner** 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 the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903 (Vernon Supp. 1995).
- (2) By mutual agreement and consent, in writing, of both the **Engineer** and the **Owner**.
- (3) By the **Owner**, upon failure of the **Engineer** to fulfill the **Engineer's** obligations set forth herein in a satisfactory manner as determined by the **Owner** and in sole opinion of the **Owner**, after the **Owner** provides written notice to the **Engineer** of such failure and the **Engineer** has not corrected such failure within (30) days of such written notice by the **Owner**.
- (4) By the **Engineer**, upon failure of the **Owner** to fulfill the **Owner's** obligations set forth herein, after the **Engineer** provides written notice to the **Owner** of such failure

and the **Owner** has not corrected such failure within thirty (30) days of such written notice by the **Engineer**.

- (5) By the **Owner** without cause upon thirty (30) days written notice to the **Engineer**.
- (6) By satisfactory completion of all services and obligations described herein.

Should the **Owner** terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the **Engineer** notwithstanding anything herein to the contrary. In determining the value of the work performed by the **Engineer** prior to termination, the **Owner** shall be the sole judge of the value of such work performed. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the **Owner** terminate this Agreement under (5) of the paragraph above, the amount charged during the thirty (30) day notice period shall not exceed the amount charged during the preceding ninety (90) days.

If the termination of this Agreement is due to the failure of the **Engineer** to fulfill the **Engineer's** obligations under this Agreement, the **Owner** may take over the Project and prosecute the work to completion. In such case, the **Engineer** shall be liable to the Owner for any additional cost occasioned by the Owner.

If the **Engineer** defaults in the performance of this Agreement or if the **Owner** terminates this Agreement for fault on the part of the **Engineer**, the **Owner** will give consideration to payment of an amount in settlement to include: the actual costs incurred by the **Engineer** in performing the work to the date of default, the amount of work required which was satisfactorily completed to date of default, the value of the work which is usable to the **Owner**, the cost to the **Owner** of employing another consultant and/or firm to complete the work required and the time required to do so, and other factors which affect the value

to the **Owner** of the work performed at the time of default. This Agreement shall not be considered as specifying the exclusive remedy for any default by the **Engineer**, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

The termination of the Agreement and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of the **Owner** and the **Engineer** under this Agreement, except the obligations set forth in Articles 11.2, 12, 13, 15, 16, 17, 18.3, 19, 22 and 26 hereto.

ARTICLE 4. Progress and Coordination. The **Engineer** shall, from time to time during the progress of the work, confer with the **Owner**. The **Engineer** shall prepare and present such information as may be pertinent and necessary, or as may be requested by the **Owner**, in order to evaluate features of the **Engineer's** services and work.

At the request of the **Owner** or the **Engineer**, conferences shall be provided at the **Engineer's** office, the office of the **Owner**, or at other locations designated by the **Owner**. These conferences shall also include evaluation of the **Engineer's** services and work when requested by the **Owner**.

All applicable study reports shall be submitted in preliminary form for approval by the **Owner** before the final report is issued. The **Owner's** comments regarding the **Engineer's** preliminary report will be addressed by the **Engineer** in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the **Engineer's** services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the **Engineer's** services and work does not satisfy the requirements of the approved **Work Schedule** as provided by **Exhibit "C"**, attached hereto, the **Owner** shall review the approved **Work Schedule** with the **Engineer** to determine the corrective action needed by either the **Owner** or the **Engineer**.

The **Engineer** shall promptly advise the **Owner** in writing of events which have a significant impact upon the progress of the **Engineer's** services and work and the approved **Work Schedule**, including:

- (1) problems, delays, adverse conditions which will materially affect the ability to attain contract objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of **Project** deliverables by the **Engineer** within established time periods; this disclosure will be accompanied by a statement by the **Engineer** of recommended or immediate action taken, or contemplated, and any **Owner** or other agency or entity assistance needed to resolve the situation: and
- (2) favorable developments or events which enable meeting the **Work Schedule** goals sooner than anticipated.

ARTICLE 5. Compensation and Fees. For and in consideration of the services to be rendered by the Engineer, the Owner shall compensate the Engineer as follows:

5.1 Basic Services. For and in consideration of the *Services* to be rendered by the **Engineer**, as identified in Article 2 and more particularly identified in **EXHIBIT "B"**, attached hereto, the maximum amount payable by the **Owner** to the **Engineer** for *Services*, subject to adjustment in accordance with Article 6.1 herein, will be provided in each work authorization issued. An outline and breakdown of the **Services Fee** is more particularly identified in **EXHIBIT "D1"-Fee Breakdown**, attached hereto and made a part of this Agreement. Payments to the **Engineer** for *Services* shall be made by the **Owner**, upon presentation by the **Engineer** of the monthly **Request for Payment**, in accordance with the terms and provisions of Article 6 herein.

5.2 Special Services. Those services that may be required to provided by the **Engineer** as *Special Services* are set forth below and more particularly described in **EXHIBIT "B"**, attached hereto. For and in consideration of these *Special Services* rendered as required by the **Engineer**, the **Owner** shall pay the

Engineer a negotiated lump sum fee (hereafter referred to as “**Special Services Fee**”) at the hourly labor rates and non-labor rates (hereinafter referred to as “**Contract Rates**”) specified in **EXHIBIT “D” - Contract Rates**, attached hereto and made a part of this Agreement, and as follows:

1. **RESIDENT OR SITE ENGINEER, INSPECTOR** Actual performance of services of project site engineer, resident engineer and/or inspector, if required by **Owner**.
2. **DOCUMENT COPIES** Actual performance and/or providing of additional copies (over 10) of report; additional copies (over 10) of plans (contract drawings), specifications and estimates (PS&E); additional copies (over 10) of bidding documents: additional copies (over 10) of as-built drawings.
3. **EXTRA TRAVEL** Extra travel required of **Engineer** and authorized by **Owner** to points outside of Hidalgo County.
4. **EXPERT WITNESS** Assistance to the **Owner** as expert witness in any litigation with third parties, arising from the development or construction of the **Project**.
5. **MISCELLANEOUS**. Investigations involving detailed consideration of operation, maintenance and overhead expenses and (unless otherwise agreed) the preparation of rate schedules, earning and expense statements; preparation of feasibility studies; environmental document preparation; appraisals, valuations, and material audits; or inventories required for certification of force account construction performed by the **Owner**; preparation of change orders for extra work done by the **Contractor**.

ARTICLE 6. Method of Payment.

6.1 Request for Payment. Payments to the **Engineer** for services rendered will be made while work is in progress as executed through a lump sum fee assigned to each work authorization (hereinafter referred to as “**Work Authorization**”) in accordance with **Article 7** herein. For each **Work Authorization**, the **Engineer** shall prepare and submit to the **Owner** monthly progress reports in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter referred to as “**Request for Payment**”). The progress report shall indicate the percent completion of the work accomplished by the **Engineer** during the billing period and to the date of the **Request for Payment**. On or before noon of the first Monday of each month during the performance of the services, the **Engineer** shall submit to the **Owner** for approval a **Request for Payment**. Payment of the lump sum fee for each **Work Authorization** identified in the **Request for Payment** will be in proportion to the percent completion of the

work tasks identified in such **Work Authorizations** together with a detailed breakdown of the amount and the sum of all prior payments. The **Owner** shall review each such **Request for Payment** and may make such exceptions as the **Owner** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the **Owner** meets approving such payment, the **Owner** shall make payment to the **Engineer** in the amount approved as aforesaid subject to Article 6.4 herein and below.

If the **Project**, or any portion(s) thereof, are deleted or otherwise not constructed, compensation to the **Engineer** by the **Owner** for the **Project** or such portions of the project shall be only the amounts paid the **Engineer** for actual work performed in accordance with the **Work Authorization(s)** approved by the **Owner**.

6.2 Final Payment. After final completion of the work and acceptance thereof by the **Owner**, the **Engineer** shall submit a final request for payment ("**Final Request for Payment**") which shall set forth all amounts due and remaining unpaid to the **Engineer** and upon approval thereof by the **Owner**, the **Owner** shall pay to the **Engineer** the amount due ("**Final Payment**") under such **Final Request for Payment** in accordance with the provisions of Article 6.1 hereof. The **Final Payment** shall not be made until the **Engineer** delivers to the **Owner** an affidavit that so far as the **Engineer** has knowledge or information any and all amounts due for materials and services over which the **Engineer** has control have been paid.

6.3 Qualification on Obligations to Pay. Any provision hereof to the contrary notwithstanding, the **Owner** shall not be obligated to make any payment (whether a payment under Article 6.1 hereof or **Final Payment**) to the **Engineer** hereunder if any one or more of the following conditions precedent exist:

- (1) The **Engineer** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;
- (2) Any part of such payment is attributable to the **Engineer's** services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Engineer's** services which were performed in accordance with this Agreement.

- (3) The **Engineer** has failed to make payments promptly to consultants or other third parties used in connection with the **Project** for which the **Owner** has made payment to the **Engineer**;
- (4) If the **Owner**, in good faith judgement, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Engineer's** services in accordance with this Agreement, no additional payments will be due the **Engineer** hereunder unless and until the **Engineer**, at its sole cost, performs a sufficient portion of the **Engineer's** services so that such portion of the compensation then remaining unpaid is determined by the **Owner** to be sufficient to so complete the **Engineer's** services.

6.4 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the **Engineer's** services to which such partial payment related or relieves the **Engineer** of any of its obligations hereunder with respect thereto.

6.5 The **Engineer** shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the **Engineer's** services.

6.6 **Waiver.** The making of the **Final Payment** shall constitute a waiver of all claims by the **Owner** except those arising from (1) faulty or defective services of the **Engineer** appearing after completion of the **Project**. (2) failure of the **Engineer's** services to comply with the requirements of this Agreement or any contracts or Agreements related to the **Project**, or (3) terms of any special warranties required by this Agreement or provided at law or in equity. The acceptance of **Final Payment** shall constitute a waiver of all claims by the **Engineer** except those previously made in writing and identified by the **Engineer** as unsettled at the time of the **Final Request for Payment**.

ARTICLE 7. Work Authorization. After execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof, only as authorized by the **Owner** through an agreed **Work Authorization** document in the form identified in **EXHIBIT "E"- Work Authorization Form**, attached hereto and made a part of this Agreement. The **Engineer** will identify, as approved by the **Owner**, the needed services for the **Project**, as required through the course of the development to the **Project**. The **Owner** shall authorize the **Engineer** to perform one or more of the agreed tasks identified in **EXHIBIT "B"**, attached hereto, in the form of individual work authorizations. Upon authorization from the **Owner**,

the **Engineer** will prepare a **Work Authorization** document, which will include a description of the work to be performed, including a description of the tasks and milestones, a work schedule, and an estimated cost proposal agreed upon by the **Owner** and the **Engineer**. The estimated cost proposal shall set forth in detail the computation of the cost of each work task, at the hourly rates established and identified in **EXHIBIT “D”**, attached hereto. The **Work Authorizations** shall not waive the **Owner’s** and the **Engineer’s** responsibilities and obligations established in this Agreement.

The estimated cost proposal for each **Work Authorization**, developed by the **Engineer** and approved by the **Owner** shall be used by the **Owner** to appropriate a purchase order for the **Work Authorization**. Each executed **Work Authorization** shall become a part of this **Agreement**. Upon satisfactory completion of the **Work Authorization**, the **Engineer** shall submit the **Project’s** deliverables as specified in the executed **Work Authorization** to the **Owner** for review and acceptance.

Work included in a **Work Authorization** shall not begin until the **Owner** and the **Engineer** have signed the **Work Authorization**. All work must be completed on or before the completion date specified in the **Work Authorization**, unless extended by written agreement by the **Engineer** and the **Owner**. The **Engineer** shall promptly notify the **Owner** of any event that will affect completion of the **Work Authorization**. All **Work Authorizations** must be executed and completed by both the **Engineer** and the **Owner** within the period established for this Agreement as specified in Article 3 hereof.

The final acceptance by the **Owner** of each **Work Authorization** for the **Project** shall serve as evidence of completion, on the part of the **Engineer**, of all services under this Agreement insofar as they pertain to that portion of work on the **Project** identified in the applicable work authorization.

ARTICLE 8. Supplemental Agreements. The terms of this Agreement may be amended by supplemental agreement if the Owner determines that (1) there is a need to extend the **Termination Date** identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by the **Engineer**, and/or (3) for any other reason agreeable to the **Owner**

and the Engineer. All supplemental agreements will be developed in the form identified in **EXHIBIT “F” - Supplemental Agreement Form**, attached hereto and made a part of this Agreement, and incorporated herein by reference as “**Supplemental Agreement**”.

If determined appropriate by the **Owner**, additional compensation to the **Engineer** for (1), (2) and/or (3) above shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT “D”**, attached hereto. The negotiated lump sum fee shall be incorporated into the **Supplemental Agreement**.

Any **Supplemental Agreement** must be executed by both the **Engineer** and the **Owner** prior to the **Termination Date** specified in Article 3 hereof.

It is distinctly understood and agreed that no claim by the **Engineer** for additional work, as identified in Article 9 hereof, or changes or revisions in work, as identified in Article 10 hereof, shall be made by the **Engineer** until full execution of the **Supplemental Agreement** and authorization to proceed is granted by the **Owner**. The **Owner** reserves the right to withhold payment to the **Engineer** pending verification of satisfactory work performed by the **Engineer**.

ARTICLE 9. Additional Work. If the **Engineer** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the **Engineer** shall promptly notify the **Owner** in writing. In the event the **Owner** finds that such work does constitute extra work, the **Owner** shall so advise the **Engineer** and a written supplemental agreement will be executed between the **Owner** and the **Engineer** as provided herein. The **Engineer** shall not perform any proposed additional work or incur any additional cost prior to the execution by both the **Engineer** and the **Owner** of a supplemental agreement. Additional compensation from the **Owner** to the **Engineer** shall be paid as a negotiated lump sum fee at the Contract Rates specified in **EXHIBIT “D”** attached hereto. The negotiated lump sum fee shall be incorporated into the supplemental agreement as specified in Article 8 hereof. The **Owner** shall not be liable or under any obligation to compensate the **Engineer** for work performed or costs

incurred by the **Engineer** relating to additional work not directly associated with the performance of the work authorized in this Agreement or as amended through supplemental agreement.

ARTICLE 10. Changes or Revisions in Work. If the **Owner** finds it necessary to request changes to the work, and the changes are within the applications of sound engineering principles, the **Engineer** shall make such revisions if requested and directed by the **Owner**.

10.1 Preliminary Work. The **Engineer** will make, without expense to the **Owner**, such revisions of any preliminary reports or drawings as may be required to meet the needs of the **Owner** and the applications of sound engineering principles.

10.2 Previously Approved or Satisfactorily Completed Work. If the **Owner** funds it necessary to request the **Engineer** to make changes to work previously approved by the **Owner** or work satisfactorily completed for which the **Owner** approves or, after a definite plan has been approved by the **Owner**, if a decision is subsequently made by the **Owner**, which for proper execution involves extra services and expenses for changes in or additions to the drawings specifications or other documents, this will be considered as additional work, and compensation from the **Owner** to the **Engineer** will be in accordance with Article 9 hereof.

10.3 Project Delays. If the **Engineer** is required to perform additional work due to delays by the imposition of causes not within the **Engineer's** control, such as by the re-advertisement of bids or by the delinquency or insolvency of contractors, such work associated with these delays shall be considered additional work, and the **Engineer** shall be compensated by the **Owner** for such extra services and expense in accordance with Article 9 hereof.

10.4 Reduction of Project Cost. Notwithstanding any provision herein to the contrary, in the event it is necessary for the **Owner** to require changes in the final plan of the **Project** to enable it to reduce the construction cost of the **Project** to an amount within the sum estimated by the **Engineer**, the **Engineer** will be required to make such revisions or changes. These changes will only be considered

additional work by the **Engineer**, if the **Engineer** previously provided these same changes as options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan for the Project, and the option or options were not selected or approved by the **Owner** to be incorporated into the final plan of the Project. Payment for this additional work will then be made to the **Engineer** in accordance with Article 9 hereof. If the **Engineer** failed to provide these changes as an option or options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan of the **Project**, these changes will not be considered additional work and no additional compensation will be made to the **Engineer**.

ARTICLE 11. Ownership and Release of Documents.

11.1 Ownership of Documents. Original drawings and specifications are the property of the **Engineer** however the **Project** is the property of the **Owner**, and the **Engineer** may not use the drawings and specifications thereof for any purpose not relating to the **Project** with the **Owner's** consent. The **Owner** shall be furnished with such reproductions of drawings and specifications as the **Owner** may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article 3.4 hereof, the **Engineer** will revise drawings to reflect changes made during construction and will promptly furnish the **Owner** with one complete set of reproducible record prints. Prints shall be furnished by the **Engineer**, as an additional service, at any other time requested by **Owner**. All such reproductions shall be the property of the **Owner** who may use them without the **Engineer's** permission for any proper purpose relating to the **Project**, including but not limited to additions to or completion of the **Project**. Any additions or revisions by the **Owner** to a drawing signed, sealed, and dated by a registered professional engineer, shall be made in accordance with the Texas Engineering practice Act and the Rules of the State Board of Registration for Professional Engineers.

All documents furnished to the **Engineer** by the **Owner** shall be delivered to the **Owner** upon completion or termination of this Agreement. The **Engineer**, at the **Engineer's** own expense, may retain copies of such documents or any other data under this Agreement.

11.2 Release of Documents or Information. Release of information to the public or others regarding the **Project** will be accordance with the Texas Public Information Act.

ARTICLE 12 Discounts, Rebates, Refunds. In connection with procurement services rendered by the **Engineer**, if procurement services are required of the **Engineer** hereunder, all discounts, rebates and refunds shall accrue to the **Owner**. For some purchases, the **Engineer** may deem that payment within the discount period is not safe; and/or inspection, guarantees, or other considerations may dictate delay. In such cases, the **Engineer** shall promptly notify the **Owner** so that a course of action may be mutually agreed upon by the **Owner** and the **Engineer**.

ARTICLE 13. Records, Accounting, Inspection. The **Engineer** shall keep full and detailed records and accounts in a manner approved by the **Owner**. The **Engineer** shall afford the **Owner's** authorized personnel and independent auditors, if any, full access to the work performed by the **Engineer** regarding the **Project** and to all of the **Engineer's** books, records, correspondence, instructions, drawings, receipts, vouchers and other documents relating to such work under this Agreement and the **Engineer** shall preserve all such records for three (3) years after final payment. The **Engineer** shall deliver to the **Owner** upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and requirements of the **Owner**.

ARTICLE 14. Subcontracting and Assignment. The **Engineer** shall not assign, subcontract or transfer the **Engineer's** interest in this Agreement without the prior written consent of the **Owner**. The **Engineer** shall bind every subconsultant by written subcontract to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontract relieves the **Engineer** of any responsibilities under this Agreement.

The **Engineer**, and the **Owner**, do hereby bind themselves, their successors, executors, administrators and assigns to each other party of this Agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this contract.

ARTICLE 15. Patents. The **Engineer** shall indemnify and save the **Owner** harmless from all liability for alleged or actual infringement of any patent resulting from the use of apparatus or equipment furnished or designed by the **Engineer** or from the use of any process designed by the **Engineer** or effected by said apparatus or equipment, and the **Engineer** shall indemnify and save the **Owner** harmless from and against all costs, legal fees, expenses and liabilities incurred in or about any claim of or action for such infringement: provided, however, that the **Owner** shall promptly transmit to the **Engineer** all papers served on the **Owner** in any suit involving such claim of infringement, and provided further, that the **Owner** permits the **Engineer** to have entire charge and control of the defense of any such suit. If because of actual infringement the use of such apparatus, equipment, or process is enjoined, the **Engineer** shall refund the purchase price thereof in proportion to the length of service uncompleted, the life of such apparatus or equipment being assumed as five years. The **Engineer** hereby grants to the **Owner** a non-exclusive, royalty-free license under patents now or hereafter owned by the **Engineer** covering any machines, apparatus, processes, articles, or products included in the **Engineer's** work hereunder.

ARTICLE 16. Confidential Information, Inventions and Other Restrictions.

16.1 Confidential Information. The **Engineer** shall not use in any way, commercial or otherwise, except to the extent required by the proper performance of this Agreement; and shall hold in confidence and not disclose to any person, for any reason or at any time, any information relating to the secret processes, products, compositions, machinery, apparatus or trade secrets of the **Owner**, or any other confidential information given to the **Engineer** by any of the **Owner's** commissioners, elected officials, employees, or representatives or acquired by the **Engineer** during the term of or as a result of this Agreement. Any information not generally available to the public shall be considered secret and confidential for the foregoing purposes; provided, however, that any technical information which was lawfully in the **Engineer's** possession prior to such disclosure to the **Engineer** by the **Owner** or which is or shall lawfully be published or become part of general knowledge from sources other than the **Engineer** or which otherwise

shall lawfully become available to the **Engineer** from a source other than the **Owner**, shall not be subject to these provisions. All the foregoing stipulations shall apply to such information and work hereunder as well as to any information and ideas originated or developed by the **Engineer** in performing such work. Such information may, of course, be disclosed to the proper officials or employees of the **Owner** if necessary to perform the work hereunder. The **Engineer** shall, however, inform each of its employees who receive such information of these restrictions and the **Engineer** shall take all reasonable precautions and exert all reasonable efforts to assure conformance with such restrictions by all of its officers, employees, and agents, obtaining from them if necessary, agreements satisfactory to the **Owner**, effectuating the purposes of this Article.

16.2 Inventions. The **Engineer** shall communicate to the **Owner** at once, and require the **Engineer's** employees assigned to this **Project** to communicate to the **Owner** all inventions and improvements which any of the **Engineer's** employees, either alone or in conjunction with any of the **Owner's** employees may conceive, make or discover during the course of or as a result of work on this **Project** under this or any ensuing agreement with the **Owner** that relates to the processes, products, compositions, machinery or plants of the **Owner**, or relating in any way to any of the operations in which the **Owner** may be obligated to pay to the **Engineer** as compensation for services rendered by the **Engineer** under contract with the **Owner**. The **Engineer** shall require its employees to execute patent applications and assignments thereof to the **Owner** or its nominees, and powers of attorney relating thereto for any country the **Owner** may designate, and shall take all other actions as the **Owner** may request to maintain and protect such inventions and improvements. The **Owner** shall pay all costs or charges incurred in protecting such inventions and improvements if the **Owner** desires to protect them. Before assigning any of the **Engineer's** employees to work under any contract with the **Owner** concerning this **Project**, the **Engineer** shall obtain from them agreements satisfactory to **Owner** complying in all respects with the terms and provisions of this Article.

16.3 The rights and obligations set forth in Article 16 shall survive the performance of this Agreement, or any termination, discharge or cancellation thereof

ARTICLE 17. Engineer's Seal, Responsibility and Warranties.

17.1 **Engineer's Seal.** The **Engineer** shall assign a responsible engineer or engineers licensed to practice in the State of Texas, who shall sign, seal and date all appropriate engineering submissions to the **Owner** in accordance with the Texas Engineering Practice Act and the Rules of the State Board of Registration for Professional Engineers.

17.2 **Engineer's Responsibility.** The **Engineer** shall be responsible for the accuracy of the work for the **Project** and shall promptly make necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer**. No additional compensation will be made to the **Engineer** for any necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer**.

The **Engineer's** responsibility for all questions arising from design errors and/or omissions will be determined by the **Owner** or a designee appointed by the **Owner**. The **Engineer** will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the **Project** has been completed.

17.3 Warranties.

(a) The **Engineer** warrants that engineering design work performed by the **Engineer** hereunder shall be in accordance with sound engineering design practices and in conformance with applicable code and standards established for such work.

(b) Notwithstanding anything to the contrary contained in this Agreement, the **Owner** and the **Engineer** agree and acknowledge that the **Owner** is entering into this Agreement in reliance on the **Engineer's** experience and abilities with respect to performing the **Engineer's** services hereunder. The **Engineer** accepts the relationship of trust and confidence established between it and the **Owner** by this Agreement. The **Engineer** covenants with the **Owner** to use the **Engineer's** best efforts, skill, judgement

and abilities to design the **Project** and to further the interests of the **Owner** in accordance with the **Owner's** requirements and procedures, in accordance with all professional standards, and in compliance with all applicable national, federal, state, county and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. If the development of plans, specifications and estimates (hereinafter referred to as "**PS&E**") are identified in this Agreement under **Article 2** hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project**, prior to the commencement of construction, the **Engineer** shall certify in writing to the **Owner** that the **PS&E** for the **Project**, and the improvements when built in accordance therewith, conform to all applicable governmental regulations, statutes and ordinances then in effect. The **Engineer** represents, covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the **Engineer's** services.

(c) The **Engineer** represents, covenants and agrees that all of **Engineer's** services to be furnished by the **Engineer** under or pursuant to this Agreement from the inception of the Agreement until the **Project** has been fully completed, shall be of the standard and quality which prevail among engineers of similar experience, knowledge, skill and ability engaged in engineering practice throughout Texas under the same or similar circumstances involving the design and construction of **Project**.

(d) The **Engineer** represents, covenants and agrees that the **Engineer's** special talent, training and experience cause the **Engineer** to be the prime professional on the **Project**; that because of such talent and training, the **Engineer** envisions the construction of the **Project** in its entirety and possesses the special skills which enable the **Engineer** to recognize dangerous conditions that a reasonable, prudent engineer having such special skills could anticipate may arise from the proper use of the **Project** after acceptance by **Owner**; and that the **Engineer** recognizes that any commissioners, elected officials, employees and agents of the **Owner**, plus residents and owners of property within the area affected by the

Project are within a class of foreseeable persons who will be relying on the project being designed in a professional and safe manner.

(e) If the development of **PS&E** is identified in this Agreement under Article 2 hereof or **EXHIBIT “B”**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project**, the **Engineer** represents, covenants and agrees that the **PS&E** of the **Project** will be accurate and free from any material errors. The **Engineer** additionally represents, covenants and agrees to the following: that the design of the **Project** will conform to its foreseeable use as a **Project** with all the amenities as set forth in any **PS&E** developed by the **Engineer** for the **Project**; that the result of such **PS&E**, if built in accordance therewith, will be suitable for purposes for which the **Project** is designed; and the **Project** will be inspected in a workmanlike, professional manner and will be suitable for the **Project’s** intended purpose. The **Engineer’s** responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the **Owner** of any **PS&E** developed by the **Engineer** for the **Project**, nor shall the **Engineer** be released from any liability by reason of such approval by the **Owner**, it being understood that the **Owner** at all times is ultimately relying upon the **Engineer’s** skill and knowledge in preparing such **PS&E**.

(f) In connection with the **Engineer’s** performance of procurement services hereunder, if any, the **Engineer** use its best efforts to obtain from all vendors of equipment and materials, fullest possible warranties against defective materials and workmanship for the benefit of the **Owner**.

ARTICLE 18. Engineer’s Resources. The **Engineer** shall furnish and maintain, at the **Engineer’s** own expense, office space for the performance of all services, skilled and sufficient personnel, as well as adequate and sufficient equipment to perform the services as required under this Agreement.

18.1 Project Manager. The **Engineer** shall provide a manager (**Project Manager**) for the **Project** that is a registered professional engineer in the State of Texas. The **Project** manager shall have such knowledge and experience as will enable that **Project Manager** during the course of the **Project** without prior consent of the **Owner**. If, due to situations beyond the control of the **Engineer**, the **Engineer** must

change the **Project Manager** prior to the completion and acceptance of the **Project**, the **Engineer** will submit a request to change the **Project Manager** to the **Owner** for approval.

18.2 Employees of the Engineer. All employees of the **Engineer** shall have such knowledge and experience as will enable them to perform the duties assigned to them and required for the services under this Agreement. Any employee of the **Engineer** who, in the opinion of the **Owner**, is incompetent, or whose conduct becomes detrimental to the work required under this Agreement, shall immediately be removed from association with the **Project** when so instructed by the **Owner**. The **Engineer** certifies that the **Engineer** presently has employed sufficient and qualified personnel, and will maintain sufficient and qualified personnel for performance of the services under this Agreement.

18.3 Documents/Information Exchange The purpose of this Article is to define the required automated resources, format for graphics files, and information exchange pertaining to the **Project**. Taking into consideration that the **Owner** has a significant investment in the development of the **Project**, there is a need for the **Engineer** to provide consistency in document development for information exchange. Consistency in document development for information exchange and production will help facilitate an economically efficient **Project**. Therefore, the **Engineer** shall provide the **Owner** with documents and information in accordance with the special requirement outlined in **EXHIBIT "B"** attached hereto.

ARTICLE 19. Indemnification. To the fullest extent permitted by applicable law, the **Engineer** and its agents, partners, subcontractors, and consultants (collectively "**Indemnitors**") shall and do agree to indemnify, and hold harmless the **Owner**, the **Owner's** respective directors, elected officials, employees and agents (collectively "**Indemnitees**") from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "**Liabilities**") of any person or entity whomsoever arising out of, caused by or resulting from the negligent performance of the **Engineer's** services through activities of the **Engineer**, its agents, partners, subcontractors and/or consultants performed under this Agreement, and which are caused by or result from

error, omission, or negligent act of the **Engineer** or of any person employed or contracted by the **Engineer** provided that any such **Liabilities** (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting there from and (2) are caused in whole or in part by any negligent act or omission of the **Engineer**, anyone directly or indirectly employed by the **Engineer** or anyone for whose acts the **Engineer** may be legally liable. The **Engineer** shall also save harmless the **Owner** from any and all expense, including but not limited to, attorney fees which may be incurred by the **Owner** in litigation or otherwise resisting said claim or liabilities which may be imposed on the **Owner** as a result of such activities by the **Engineer**, its agents partners, subcontractors and/or consultants. In this connection, it is agreed and understood that the **Engineer** shall not be responsible for any portion of the liability proximately caused by the **Owner's** negligence.

ARTICLE 20. Joint and Several Liability. In the event more than one of the **Indemnitors** are connected with an accident or occurrence covered by the indemnification in Article 19 hereof, then each of such **Indemnitors** shall be jointly and severally responsible to the **Indemnitees** for indemnification and the ultimate responsibility among such **Indemnitors** for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any **Indemnitee**. The provisions of this Article shall not be construed to eliminate or reduce any other indemnification or right which the **Owner** or any of the **Indemnitees** has by law.

ARTICLE 21 Insurance. The **Engineer** shall obtain and maintain insurance in the limits of liability for each of the types of insurance coverage identified as follows.

- (1) **Workers' Compensation**, endorsed with a waiver of subrogation in favor of the **Owner** in accordance with the statutory obligations imposed by Worker's Compensation or Occupational Disease laws under the Texas Workers' Compensation Law ("**Statutory Texas**")

- (2) **Commercial General Liability**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20* herein, in limits of liability not less than one million dollars (**\$1,000,000**) combined single limit each occurrence and in the aggregate for bodily injury and property damage.
- (3) **Texas Business Automobile Policy**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein*, in limits of liability not less than two hundred fifty thousand dollars (**\$250,000**) each person for bodily injury, five hundred thousand dollars (**\$500,000**) each occurrence for bodily injury, and one hundred thousand dollars (**\$100,000**) each occurrence for property damage.
- (4) **Professional Liability** in limits of **\$1,000,000** each claim and aggregate.

The **Engineer** covenants and agrees to maintain an insurance policy in the minimum limits of liability for each of the types of insurance coverage identified above. The **Engineer** shall furnish the **Owner** with a certificate of insurance (**Hidalgo County Certificate of Insurance**) showing the said policy to be in full force and effect during the period of service, identified in Article 3 hereto, for this Agreement. The completed Hidalgo County Certificate of Insurance shall be attached hereto and identified as **EXHIBIT "G"- Hidalgo County Certificate of Insurance**. The **Engineer** will be considered in breach of contract should the **Engineer** fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and termination of the Agreement as outlined in Article 3.4 hereto. Additionally, the **Engineer** covenants and agrees to use its best efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the date of the acceptance of the **Project** by **Owner**.

ARTICLE 22. Compliance with Laws. The **Engineer** shall comply with all applicable Federal, State and local laws, statutes, codes, ordinances, rules and regulations and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations and licensing laws and regulations. When required the **Engineer** shall furnish the **Owner** with satisfactory proof of its compliance therewith.

ARTICLE 23. Non-collusion. The **Engineer** warrants that the **Engineer** has not employed or retained any company or persons, other than a bona fide employee working solely for the **Engineer**, to solicit or secure this Agreement, and that the **Engineer** has not paid or agreed to pay any company, engineer or any other person or entity any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or execution of this Agreement. For breach or violation of this warranty the **Owner** shall have the right to annul this Agreement without liability or, in the **Owner's** discretion, to deduct from the *Services Fee*, or otherwise recover, the full amount of each fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE 24. Gratuities. The **Owner** mandates that employees of the **Owner** shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the **Owner** under this Agreement; the only exceptions allowed are ordinary business meals. Any person doing business with or who may reasonably seeking to do business with the **Owner** under this Agreement may not make any offer of benefits, gifts or favors to **Owner** employees, except as mentioned herein above. Failure on the part of the **Engineer** to adhere to this provision may result in the termination of this Agreement.

ARTICLE 25. Payment of Franchise Tax. The **Engineer** hereby certifies that the **Engineer** is not delinquent in Texas franchise tax payments, or that the **Engineer** is exempt from, or not subject to, such as

tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the **Owner**.

ARTICLE 26. Disputes. The **Engineer** shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the **Engineer** in support of the services under this Agreement.

ARTICLE 27. Severability. In the event 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 .

ARTICLE 28. Notices. All notices to either party by the other required under this Agreement shall be personally delivered or mailed to such party at the following respective addresses:

**OWNER: Hidalgo County
100 E. Cano, 2nd Floor
Edinburg, Texas 78539**

**ENGINEER: Javier Hinojosa Engineering
416 E. Dove Avenue
McAllen, Texas 78504**

The Address may be changed by either party by written notice and notice so mailed shall be effective upon mailing.

ARTICLE 29. Miscellaneous Provisions.

(a) This Agreement constitutes the entire Agreement between the **Engineer** and the **Owner** relating to the work herein described and supersedes any prior understanding or written or oral contracts between the parties respecting the subject matter defined herein. These are no previous or contemporary representations or warranties of the **Owner** or the **Engineer** not set forth herein.

(b) Except as specifically provided herein no modification, waiver, termination, rescission, discharge or cancellation of this Agreement or of any terms thereof shall be binding on the **Owner** unless in writing and executed by an officer or employee of the **Owner** specifically authorized to do so.

(c) No waiver of any provision of or a default under this Agreement shall affect the right of the **Owner** thereafter to enforce said provision or to exercise any right or remedy in the event of any other default whether or not similar.

(d) No modification, waiver, termination, discharge or cancellation of this Agreement or of any terms thereof shall impair the **Owner's** right with respect to any liabilities whether or not liquidated of the **Engineer** to the **Owner** theretofore accrued.

(e) All rights and remedies of the **Owner** specified in this Agreement are in addition to the **Owner's** other rights and remedies.

(f) The **Engineer** shall remain an independent contractor and shall have no power nor shall the **Engineer** represent that the **Engineer** has any power to bind the **Owner** or to assume or to create any obligation express or implied on behalf of the **Owner** except as specifically authorized in advance by the **Owner**.

(g) The Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

(h) This Agreement may only be amended by a written document executed by the **Owner** and the **Engineer** as provided by Article 8 herein.

ARTICLE 30. Signatory Warranty The undersigned signatory or signatories for the **Engineer** hereby represent and warrant that the signatory is an officer of the organization for which he or she has executed this Agreement and that he or she has full and complete authority to enter into this Agreement on behalf of the **Engineer**. The above-stated representations and warranties are made for the purpose of inducing the **Owner** to enter into this Agreement.

WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the ____ day of _____, 2009.

ENGINEER:
Javier Hinojosa Engineering

BY: _____
Javier Hinojosa, P.E. President

OWNER:
HIDALGO COUNTY

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

ATTEST:

Arturo Guajardo, Jr., County Clerk

Approved on Commissioners' Court: January 20, 2009

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: _____

ATTACHMENTS:

- EXHIBIT A** -Scope of Services to be provided by the Owner
- EXHIBIT B** -Scope of Services to be provided by the Engineer
- EXHIBIT C** -Work Schedule
- EXHIBIT D** -Engineer's Rates
- EXHIBIT E** -Work Authorization Form
- EXHIBIT F** -Supplemental Agreement Form
- EXHIBIT G** -Certificate of Insurance (*Hidalgo County*)

EXHIBIT “A”
Services to be Provided by the Owner

The following provides an outline of the services to be provided by the **Owner** in the development of the **Project** (as defined and more particularly identified in **EXHIBIT “A”** attached to this Agreement).

General

The **Owner** will provide to the **Engineer** the following:

- (1) Payment for work performed by the **Engineer** and accepted by the **Owner** in accordance with Article 8 of this Agreement.
- (2) Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **Engineer** cannot easily obtain.
- (3) Provide any available relevant data the **Owner** may have on file concerning the project.
- (4) Provide timely review and decisions in response to the **Engineer**'s request for information and/or required submittals and deliverables, in order for the **Engineer** to maintain the agreed-upon work schedule prepared in accordance with **EXHIBIT “A”** attached to this Agreement.
- (5) Attend and participate in progress meetings as required and as coordinated and conducted by the **Engineer**.

EXHIBIT “B”
Services to be provided by the Engineer

The following provides an outline of the services to be provided by the **Engineer** in the development of the **Project**.

The ENGINEER will evaluate and design the Paving Improvements as follows:

- Review existing conditions to develop the design criteria;
- Conduct field surveys to obtain information on existing conditions and topography on proposed drainage projects;
- Identify alignments and right of ways of proposed drainage projects;
- Prepare plans and specifications for the improvements;
- Assist in bidding of the improvements;
- Provide construction staking and periodic inspection services during the construction phase of the improvements.

EXHIBIT “C”

Work Schedule

For this Agreement, the **Engineer** shall prepare a work schedule for the work identified in EXHIBIT “B” in accordance with each Work Authorization in compliance with the following:

- ◆ Review existing conditions
- ◆ Conduct field surveys to obtain information for preparation of final design plans.
- ◆ Prepare plans and specifications for each project
- ◆ Assist owner with bidding of each project if required.
- ◆ Provide periodic inspections during construction.

The **Engineer** will diligently pursue the completion of each authorization as defined by the milestones and deliverable due dates outlined in the approved work schedule.

The **Engineer** will inform the **Owner** (in reasonable advance of the delay) should the **Engineer** encounter delays that would prevent the performance of all work in accordance with the established work schedule.

EXHIBIT "D"

ENGINEER'S CONTRACT RATES

HOURLY RATES:

Project Principal	\$ 75.00/Hr.
Project Engineer	\$ 70.00/Hr.
R.P.L.S.	\$ 70.00/Hr.
G.P.S. Survey Crew	\$ 95.00/Hr.
3 Man Survey Crew	\$ 80.00/Hr.
2 Man Survey Crew	\$ 70.00/Hr.
Party Chief	\$ 40.00/Hr.
CADD/Designer	\$ 48.00/Hr.
Clerical	\$ 25.00/Hr.

EXHIBIT "E"
HIDALGO COUNTY
Professional Engineering Services
Contract #
Work Authorization Form

WORK AUTHORIZATION NO. _____

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, _____ professional engineers of _____ Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide _____.

The scope of services to be provided by the **Owner** is identified in **EXHIBIT "A" – Scope of Services to be Provided by the Owner** attached hereto.

The scope of services to be provided by the **Engineer** is identified in **EXHIBIT "B" – Scope of Services to be Provided by the Engineer** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is _____. This amount is based upon the costs outlined in the **Estimated Cost Proposal** attached hereto as **EXHIBIT "D"**.

PART 3. PAYMENT

Compensation and payment to the **Engineer** for the services established under this Work Authorization shall be made in accordance with Article/Part/Section _____ of the Agreement.

PART 4. FUNDING

This Work Authorization No. ___ shall be funded through funding source:

Account No. - - - - -

Requisition Number _____ (MUST BE INCLUDED AFTER CC APPROVAL)

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization or (DATE).

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct No. _____ Commissioner _____ as to content and detail of this Work Authorization No. # _____.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. __:

BY: _____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ (DATE) as indicated below and effective as of _____ day of _____, 2007.

THE ENGINEER:
(INSERT NAME OF COMPANY)

THE OWNER:
HIDALGO COUNTY

By: _____
(TYPE NAME)

By: Juan D Salinas III, County Judge
or Presiding Officer

ATTEST:

by: Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

- ATTACHMENT "A" - Service to be Provided by the Owner
- ATTACHMENT "B" - Services to be Provided by the Engineer
- ATTACHMENT "C" - Work Schedule
- ATTACHMENT "D" - Cost Proposal

EXHIBIT "F"
Supplemental Agreement Form

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. _____
TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of Article 8 of the **Agreement** made by and between **HIDALGO COUNTY**, acting herein by and through the Commissioner’s Court, hereinafter called the “**Owner**”, and _____, professional engineers of _____, Texas, hereinafter called the “**Engineer**”.

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the ____ day of _____, 20__ concerning engineering for _____ (hereinafter referred to as the “**Project**”); and

WHEREAS, Article ____ of the **Agreement**, (article title), establishes _____; and,

WHEREAS, it has become necessary to amend the contract to _____

AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

- I. Article _____ of the **Agreement**, (article title) is revised to _____

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the ____ day of _____, 200__.

THE ENGINEER:

THE OWNER:
HIDALGO COUNTY

By: _____

By: _____
Juan D Salinas III, County Judge

Policy Number:

Date Entered: 12/10/2008

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 12/10/2008
PRODUCER Davis Insurance Agency 2030 E. Griffin Parkway Mission, Texas 78572 Phone: (956) 581-9838 Fax: (956) 519-1524	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 JAVIER HINOJOSA ENGINEERING JAVIER HINOJOSA 416 E. DOVE MCALLEN, TX 78504	INSURERS AFFORDING COVERAGE	NAIC #
	INSURER A: NATIONAL LLOYDS INSURANCE CO	
	INSURER B: FARMERS INSURANCE EXCHANGE	
	INSURER C: FARMERS INSURANCE EXCHANGE	
	INSURER D: EVANSTON INSURANCE COMPANY	
	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	ADDL	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS												
A		<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	CP9002401-03	6/28/2008	6/28/2009	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$EXCL GENERAL AGGREGATE \$1,000,000 PRODUCTS - COMP/OP AGG \$EXCL												
B		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	069398805	3/29/2008	3/29/2009	COMBINED SINGLE LIMIT (Ea accident) \$500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$												
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$												
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$												
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	N0707-71-94	12/1/2007	12/1/2009	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 5%;">WC STATUTORY LIMITS</td> <td style="width: 5%;">OTH-ER</td> <td style="width: 90%;"></td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td></td> <td>\$100,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td></td> <td>\$100,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td></td> <td>\$500,000</td> </tr> </table>	WC STATUTORY LIMITS	OTH-ER		E.L. EACH ACCIDENT		\$100,000	E.L. DISEASE - EA EMPLOYEE		\$100,000	E.L. DISEASE - POLICY LIMIT		\$500,000
WC STATUTORY LIMITS	OTH-ER																	
E.L. EACH ACCIDENT		\$100,000																
E.L. DISEASE - EA EMPLOYEE		\$100,000																
E.L. DISEASE - POLICY LIMIT		\$500,000																
D		OTHER PROFESSIONAL LIABILITY	AE812316	12/4/2007	12/4/2009	PER CLAIM \$1,000,000												

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

CERTIFICATE HOLDER

CANCELLATION

HIDALGO COUNTY ATTN: MARTHA SALAZAR-PURCHASING DEPT EDINBURG, TX 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 0 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:
--	--

ACORD 25 (2001/08)

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AI-13349

21.E.1.

Pct 4 - Drainage Improvement Project - Inv.# 7009 & 7010 -Quintanilla, H. A
-C-08-433-11-04 & C-08-477-12-09

CC REGULAR

Date: 01/20/2009

Submitted By: Letty Saenz, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department

Purchasing only: Prct. 4

Information

CAPTION

A. Presentation for discussion, consideration, acceptance, and approval of Request for Payment#2 for Invoice No. 7009 in the amount of \$ 12,300.00 in connection with Contract No. C-08-433-11-04 "Paved/Un-paved County Roads" and Work Authorization No. 1 (PO#612845) for surveying services for the "SAN CARLOS DRAINAGE IMPROVEMENT PROJECT" from Quintanilla, Headley & Associates, Inc., contracted engineer for Precinct No. 4

B. Presentation for discussion, consideration, acceptance, and approval of Request for Payment for Invoice No. 7010 in the amount of \$ 10,000.00 in connection with Contract No. C-08-477-12-09 and Work Authorization No. 1 (PO#614261) for surveying services for the "SAN CARLOS DRAINAGE IMPROVEMENT PROJECT" from Quintanilla, Headley & Associates, Inc., contracted engineer for Precinct No. 4

BACKGROUND

C-08-433-11-04 PO#612845 Pmt#2 Inv#7009 \$12,300.00 (Ref Pmt#1 \$70,195
Inv#6987 AI#12414)

C-08-477-12-09 PO#614261 Pmt#1 Inv#7010 \$10,000.00

Fiscal Impact

FISCAL YEAR: 2009

ACCT. #: 9-1204-431-00-124-036-0-733

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

PO# 612845 available balance as of 1/15/09 \$ 28,900.00.

PO# 614261 available balance as of 1/15/09 \$750,000.00.

Funding Available as of 1-15-09, Pending 2008 funds Rollover.

Attachments

Link: [Inv # 7009-QHA](#)

Link: [Inv #2010-QHA](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/14/2009 04:32 PM	APRV
2	Budget & Management	Veronica Lopez	01/15/2009 07:44 AM	APRV
3	Manuel Chapa	Manuel Chapa	01/15/2009 11:14 AM	APRV
4	Auditor's Office		01/16/2009 05:39 PM	NEW

Form Started By: Letty Saenz

Started On: 01/13/2009 09:02 AM

Final Approval Date: 01/16/2009



County of Hidalgo Pct. 4

Commissioner Oscar L. Saez Jr.
1051 N. Doolittle Road
Edinburg Texas 78542-0337

MEMO

DATE: JANUARY 12, 2009
TO: PURCHASING DEPARTMENT
C/O LETICIA "LETTY" SAENZ CPPB/CONTRACTS MANAGER
FROM: HIDALGO COUNTY PCT. #4
REF: INV. #7009:
WORK AUTH., #1 "SAN CARLOS DRAINAGE IMPROVMENTS."
C-08-433-11-04

HIDALGO COUNTY PRECINCT #4 IS HEREBY REQUESTING THE FOLLOWING INVOICE #7009 FOR WORK AUTHORIZATION #1 IN THE AMOUNT OF **\$12,300.00** FOR **QUINTANILLA, HEADLEY & ASSOCIATES, INC.** BE PLACED ON THE NEXT COMMISSIONERS' COURT FOR APPROVAL.

FUNDING FOR THIS PROJECT WILL BE FROM PURCHASE ORDER **#612845**, ACCOUNT # **8-1204-431-00-124-036-0-733**

SHOULD YOU HAVE ANY QUESTIONS, PLEASE CONTACT OUR OFFICE, THANK YOU.

RUMALDO MUNOZ JR
ACCOUNTS PAYABLE CLERK

CC: COUNTY FILES
ATTACHMENTS: Inv., #7009, P.O. 612845

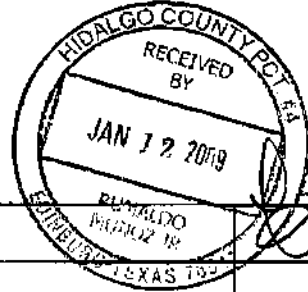
Invoice

Quintanilla, Headley & Associates, Inc.
124 E. Stubbs St.
Edinburg, TX 78539

DATE	INVOICE #
1/7/2009	7009

BILL TO

Hidalgo County Precinct No. 4
Rumaldo Muñoz, Jr.
1051 N. Doolittle Road
Edinburg, Texas 78542



DESCRIPTION	AMOUNT
PROJECT: SAN CARLOS DRAINAGE IMPROVEMENTS PAVED/UNPAVED ROADS SURVEYING CONTRACT No. C-08-433-11-04 P.O.N: 612845 WORK AUTHORIZATION No.1 PAYMENT REQUEST No.2	12,300.00
	AMOUNT
4. F.M. 2812 & F.M. 493	\$ 4,800.00
16. Right of Way Easement Parcels 5 @ \$1,500.00	\$ 7,500.00
Total: \$ 12,300.00	0.00

8-1204-431-00-124007-0-733
Pct. # 1441
Pur. Req. # 143471
P.O. # 612845

INVOICE RECEIVED BY: [Signature] ON 1-12-09
GOODS/SERVICES RECEIVED BY: [Signature] ON 1-12-09

Thank you for your business!

Total \$12,300.00



Purchase Order COUNTY OF HIDALGO

PO#: 612845

DATE: 11/13/08

Page No 1 Of 3

VENDOR: 154024

REQ:00143471

Email:

BUYER:

Phone:

QUINTANILLA, HEADLEY AND ASSOCIATES, INC
124 EAST STUBBS STREET
EDINBURG TX 78539

SHIP TO: HIDALGO CO. PCT 4
1102 N. DOOLITTLE RD.
EDINBURG TX 78539

Vendor Acct:

CONTACT:

SITE: HIDALGO CO. PCT 4

Special Instructions:

Contract No:

PCT. REQ. #1441

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		
		APPROVED COMMISSIONERS' COURT OF 11/12/2008, AGENDA ITEM #AI-12191		
1	EACH	WORK AUTHORIZATION #1 FOR "SURVEYING SERVICES" IN CONNECTION WITH CONTRACT #C-08-433-11-04 FOR THE "SAN CARLOS DRAINAGE IMPROVEMENTS PROJECTS" MORE SPECIFICALLY FOR: "ALAMO BRISAS SUBDIVISION AND THE STABLES SUBDIVISION"	8,800.00	8,800.00
1	EACH	WORK AUTHORIZATION #1 FOR "SURVEYING SERVICES" IN CONNECTION WITH CONTRACT #C-08-433-11-04 FOR THE "SAN CARLOS DRAINAGE IMPROVEMENTS PROJECTS" MORE SPECIFICALLY FOR: "ALAMO ACRES SUBDIVISION"	1,800.00	1,800.00
1	EACH	WORK AUTHORIZATION #1 FOR "SURVEYING SERVICES" IN CONNECTION WITH CONTRACT #C-08-433-11-04 FOR THE "SAN CARLOS DRAINAGE IMPROVEMENTS PROJECTS" MORE SPECIFICALLY FOR: "ALTERNATE DISCHARGE FOR ALAMO ACRES SUBDIVISION"	2,000.00	2,000.00
1	EACH	WORK AUTHORIZATION #1 FOR "SURVEYING SERVICES" IN CONNECTION WITH CONTRACT #C-08-433-11-04 FOR THE "SAN CARLOS DRAINAGE IMPROVEMENTS PROJECTS" MORE SPECIFICALLY FOR: "P.M. 2812 & FM 493"	4,800.00	4,800.00
1	EACH	WORK AUTHORIZATION #1 FOR "SURVEYING SERVICES" IN CONNECTION WITH CONTRACT #C-08-433-11-04 FOR THE "SAN CARLOS DRAINAGE IMPROVEMENTS PROJECTS" MORE SPECIFICALLY FOR: "DAMIAN ACRES PHASE I AND PHASE II"	2,400.00	2,400.00
1	EACH	WORK AUTHORIZATION #1 FOR "SURVEYING SERVICES" IN CONNECTION WITH CONTRACT #C-08-433-11-04 FOR THE "SAN CARLOS DRAINAGE IMPROVEMENTS PROJECTS" MORE SPECIFICALLY FOR: "DIANA ESTATES"	1,350.00	1,350.00
1	EACH	WORK AUTHORIZATION #1 FOR "SURVEYING SERVICES" IN	5,100.00	5,100.00



COPY

Authorized by:

Martina R. Salazar



Purchase Order

COUNTY OF HIDALGO

PO#: 612845

DATE: 11/13/08

Page No 2 Of 3

VENDOR: 154024

REQ: 00143471

Email:

BUYER:

Phone:

QUINTANILLA, HEADLEY AND ASSOCIATES, INC
124 EAST STUBBS STREET
EDINBURG TX 78539

SHIP TO: HIDALGO CO. PCT 4
1102 N. DOOLITTLE RD.
EDINBURG TX 78539

Vendor Acct:

CONTACT:

SITE: HIDALGO CO. PCT 4

Special Instructions:

Contract No:

PCT. REQ. #1441

TERMS AND CONDITIONS

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. QUANTITY NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1	EACH	CONNECTION WITH CONTRACT #C-08-433-11-04 FOR THE "SAN CARLOS DRAINAGE IMPROVEMENTS PROJECTS" MORE SPECIFICALLY FOR: "KAYLEN HEIGHTS NO: 2 AND NO: 3". WORK AUTHORIZATION #1 FOR "SURVEYING SERVICES" IN CONNECTION WITH CONTRACT #C-08-433-11-04 FOR THE "SAN CARLOS DRAINAGE IMPROVEMENTS PROJECTS" MORE SPECIFICALLY FOR: "OWASSA ACRES SUBDIVISION".	2,250.00	2,250.00
1	EACH	WORK AUTHORIZATION #1 FOR "SURVEYING SERVICES" IN CONNECTION WITH CONTRACT #C-08-433-11-04 FOR THE "SAN CARLOS DRAINAGE IMPROVEMENTS PROJECTS" MORE SPECIFICALLY FOR: "OWASSA ROAD BETWEEN ALAMO ROAD AND CESAR CRAVES ROAD".	6,600.00	6,600.00
1	EACH	WORK AUTHORIZATION #1 FOR "SURVEYING SERVICES" IN CONNECTION WITH CONTRACT #C-08-433-11-04 FOR THE "SAN CARLOS DRAINAGE IMPROVEMENTS PROJECTS" MORE SPECIFICALLY FOR: "TOWE ROAD BETWEEN ALBERTA ROAD AND TRENTON ROAD".	10,300.00	10,300.00
1	EACH	WORK AUTHORIZATION #1 FOR "SURVEYING SERVICES" IN CONNECTION WITH CONTRACT #C-08-433-11-04 FOR THE "SAN CARLOS DRAINAGE IMPROVEMENTS PROJECTS" MORE SPECIFICALLY FOR: "TRENTON ROAD AND ALAMO ROAD".	9,145.00	9,145.00
1	EACH	WORK AUTHORIZATION #1 FOR "SURVEYING SERVICES" IN CONNECTION WITH CONTRACT #C-08-433-11-04 FOR THE "SAN CARLOS DRAINAGE IMPROVEMENTS PROJECTS" MORE SPECIFICALLY FOR: "TEX-MEX ROAD AND S.H. 107".	5,150.00	5,150.00
1	EACH	WORK AUTHORIZATION #1 FOR "SURVEYING SERVICES" IN CONNECTION WITH CONTRACT #C-08-433-11-04 FOR THE "SAN CARLOS DRAINAGE IMPROVEMENTS PROJECTS" MORE SPECIFICALLY FOR: "ALBERTA ROAD AND "I" ROAD".	7,500.00	7,500.00
1	EACH	WORK AUTHORIZATION #1 FOR "SURVEYING SERVICES" IN CONNECTION WITH CONTRACT #C-08-433-11-04 FOR THE "SAN	12,900.00	12,900.00

COPY

Authorized by: _____

Marta B. Salazar



Purchase Order COUNTY OF HIDALGO

PO#: 612845

DATE: 11/23/08

Page No 3 Of 3

VENDOR: 154024

REQ:00143471

Email:

BUYER:

Phone:

QUINTANILLA, HEADLEY AND ASSOCIATES, INC
124 EAST STUBBS STREET
EDINBURG TX 78539

SHIP TO: HIDALGO CO. PCT 4
1102 N. DOOLITTLE RD.
EDINBURG TX 78539

Vendor Acct:

CONTACT:

SITE: HIDALGO CO. PCT 4

Special Instructions:


Contract No:

PCT. REQ. #1441

VENDOR NOTES

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

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1	EACH	CARLOS DRAINAGE IMPROVEMENTS PROJECTS* MORE SPECIFICALLY FOR: "HOEHN SUBDIVISION" WORK AUTHORIZATION #1 FOR "SURVEYING SERVICES" IN CONNECTION WITH CONTRACT #C-08-433-11-04 FOR THE "SAN CARLOS DRAINAGE IMPROVEMENTS PROJECTS" MORE SPECIFICALLY FOR: "HOLMES ROAD".	4,000.00	4,000.00
1	EACH	WORK AUTHORIZATION #1 FOR "SURVEYING SERVICES" IN CONNECTION WITH CONTRACT #C-08-433-11-04 FOR THE "SAN CARLOS DRAINAGE IMPROVEMENTS PROJECTS" MORE SPECIFICALLY FOR: "RIGHT OF WAY EASEMENT PARCELS 10 (ESTIMATED) @ \$1,500.00 EACH".	15,000.00	15,000.00
REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233				
Total				99,095.00

For Hidalgo County use only				
			8-1204-431-00-124-036-0-733	99,095.00
Approved				
 COPY				

Authorized by: _____

Martha B. Salazar



HIDALGO COUNTY PRECINCT #4

**COMMISSIONER OSCAR L. GARZA JR.
1102 N. DOOLITTLE ROAD
EDINBURG, TEXAS 78541**

OFFICE (956) 383-3112

FAX (956) 381-5905

FAX TRANSMITTAL

TO: Leticia Saenz

Purchasing Department

FAX NO. (956)-

NO. OF PAGES: 5 (INCLUDING COVER PAGE)

FROM: RUMALDO MUNOZ JR.
ACCTS. PAYABLE CLERK

DATE: 1/09/2009

TIME: 3:30AM. / P.M.

COMMENTS: Please place on the next C.C. Any? call me at 383-3112 Thanks Rumaldo Munoz Jr.

Confidentiality Notice

This facsimile transmission (and/or the document accompanying it) may contain confidential information belonging to the sender. The information is intended only for the use of the individual of entity named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or the taking of any action in reliance on the contents of this information is strictly prohibited. If you have received this information in error, please notify us immediately by collect telephone call to arrange for the return of these documents.



County of Hidalgo Pct. 4

Commissioner Oscar L. Garza Jr.
1051 N. Doolittle Road
Edinburg Texas 78542-0337

MEMO

DATE: JANUARY 12, 2009
TO: PURCHASING DEPARTMENT
C/O LETICIA "LETTY" SAENZ CPPB/CONTRACTS MANAGER
FROM: HIDALGO COUNTY PCT. #4
REF: INV. # 7010:
WORK AUTH., #1 "SAN CARLOS DRAINAGE IMPROVMENTS."
C-08-477-12-09

HIDALGO COUNTY PRECINCT #4 IS HEREBY REQUESTING THE FOLLOWING INVOICE #7010 FOR WORK AUTHORIZATION #1 IN THE AMOUNT OF **\$10,000.00** FOR **QUINTANILLA, HEADLEY & ASSOCIATES, INC.** BE PLACED ON THE NEXT COMMISSIONERS' COURT FOR APPROVAL.

FUNDING FOR THIS PROJECT WILL BE FROM PURCHASE ORDER **#614261**, ACCOUNT # **8-1204-431-00-124-036-0-733**

SHOULD YOU HAVE ANY QUESTIONS, PLEASE CONTACT OUR OFFICE, THANK YOU.

RUMALDO MUNOZ JR. 
ACCOUNTS PAYABLE CLERK

CC: COUNTY FILES
ATTACHMENTS: Inv., #7010, P.O. 614261



Purchase Order COUNTY OF HIDALGO

PO#: 614261

DATE: 12/11/08

Page No 1 Of 1

VENDOR: 154024 REQ:00144913

Phone: Email: BUYER:
QUINTANILLA, HEADLEY AND ASSOCIATES, INC
124 EAST STUBBS STREET
EDINBURG TX 78539

SHIP TO: HIDALGO CO. PCT 4
3102 N. DOOLITTLE RD.
EDINBURG TX 78539

Vendor Acct: _____

CONTACT:
SITE: HIDALGO CO. PCT 4
Contract No: _____

Special Instructions: PCT REQ# 1571

VENDOR NOTES

- DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
- TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
- THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
- 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.
- 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		
		CONTRACT # C-08-477-12-09		
1	LOT	WORK AUTHORIZATION #1 WITH A PROPOSED FEE OF \$750,000.00 FOR SAN CARLOS DRAINAGE IMPROVEMENTS PROJECT (ROW SURVEYING OF 300 ESTIMATED PARCELS) WITHIN HIDALGO COUNTY, PRECINCT NO. 4, IN CONNECTION TO CONTRACT NO. C-08-477-12-09. APPROVED C.C. OF 12/09/08 AGENDA ITEM AI-12638	750,000.00	750,000.00
		REPORT ROAD HAZARDS 1-866-RCR-SAFE OR 1-866-427-7233		
		Total		750,000.00
		***** For Hidalgo County use only 8-1204-431-00-124-036-0-733 750,000.00		
		Approved _____		

Authorized by: Martha S. Salazar



HIDALGO COUNTY PRECINCT #4

**COMMISSIONER OSCAR L. GARZA JR.
1102 N. DOOLITTLE ROAD
EDINBURG, TEXAS 78541**

OFFICE (956) 383-3112

FAX (956) 381-5905

FAX TRANSMITTAL

TO: **Leticia Saenz**
Purchasing Department

FAX NO. (956)-

NO. OF PAGES: 4 (INCLUDING COVER PAGE)

FROM: **RUMALDO MUNOZ JR.**
ACCTS. PAYABLE CLERK

DATE: 1/09/2009

TIME: 10:40AM. / P.M.

COMMENTS: **Any? call me at 383-3112 Thanks Rumaldo Munoz
Jr.**

Confidentiality Notice

This facsimile transmission (and/or the document accompanying it) may contain confidential information belonging to the sender. The information is intended only for the use of the individual of entity named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or the taking of any action in reliance on the contents of this information is strictly prohibited. If you have received this information in error, please notify us immediately by collect telephone call to arrange for the return of these documents.

AI-13395

21.E.2.

**To Award - Pct No 4 Rena Rae Subdivision New Curb & Gutter
CC REGULAR**

Date: 01/20/2009
Submitted By: Laura Moya, PURCHASING DEPT.
Department: PURCHASING DEPT.

Agenda Category: Purchasing Department **Purchasing only:** Prct.
4

Information

CAPTION

Presentation for discussion, consideration and action on a recommendation by project engineer Javier Hinojosa Engineers to award to the lowest bidder meeting all specifications for CAP-08-449-01-07-LRM "Rena Rae Subdivision New Curb and Gutter" and approval of contract subject to Legal Review and TXDOT approval after receipt of Bonds.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1204-431-00-124-007-0-734
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance as of 1-15-09 \$378,000.00

Attachments

Link: [award](#)

Link: [contract](#)

Form Routing/Status

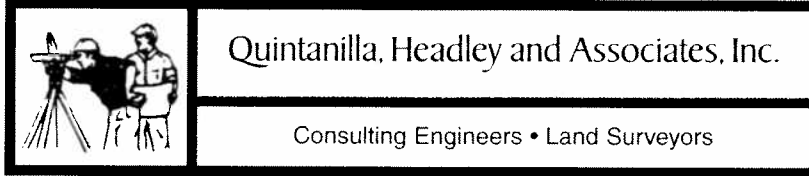
Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/14/2009 04:49 PM	APRV
2	Budget & Management	Veronica Lopez	01/15/2009 07:45 AM	APRV
3	Manuel Chapa	Manuel Chapa	01/16/2009 11:15 AM	APRV
4	Auditor's Office		01/16/2009 05:39 PM	NEW

Form Started By: Laura Moya
Started On: 01/13/2009 04:55 PM

Final Approval Date: 01/16/2009

13395

- Municipal Projects
- Subdivisions
- Surveys



Alfonso Quintanilla, P.E., R.P.L.S.
Eulalio Ramirez, P.E.

124 E. Stubbs, Edinburg, Texas 78539 Phone: (956) 381-6480 Fax: (956) 381-0527

January 12, 2009

Hidalgo County Precinct Number Four
Oscar Garza, Commissioner
Attn. Martha L. Salazar, CPPB, Purchasing Agent
2812 S. Business Hwy 281-Administration Building
Edinburg, Texas 78539

Re: Rena Rae Subdivision New Curb and Gutter

Dear Mr. Garza:

Bids for the above mentioned project were received and opened on January 7, 2009. Two bids were received and are as follows:

- | | |
|---------------------------------------|--------------|
| 1. Lazaro Saenz, Sr. dba Saenz Paving | \$ 16,180.00 |
| 2. Closner Construction Co. | \$ 54,025.00 |

We have reviewed and checked the bids and they are correct.

We are recommending that this contract be awarded to Lazaro Saenz, Sr. dba Saenz Paving.

Should you have any questions or require additional information, please let us know. Thank You.

Respectfully,

Eulalio Ramirez, P.E.
Project Engineer



County of Hidalgo Pct. 4

Commissioner Oscar L. Garza Jr.
1051 N. Doolittle Road
Edinburg Texas 78542-0337

MEMO

DATE: JANUARY 12, 2009
TO: MARTHA L. SALAZAR, CPPB/PURCHASING AGENT
PURCHASING DEPARTMENT
C/O LAURA LEE RENTERIA-MOYA "BUYER II"
FROM: HIDALGO COUNTY PCT. #4
REF: BID: CAP-08-449-01-07-LRM
RENA REA SUB., NEW CURB & GUTTER

HIDALGO COUNTY PRECINCT #4 HAS REVIEWED THE BID
PACKET FOR THE ABOVE MENTIONED BID.

THE PRECINCT IS RECOMMENDING THAT THE BID BE AWARDED
TO THE LOWEST BIDDER, **LAZARO SAENZ SR. DBA SAENZ
PAVING** IN THE AMOUNT OF **\$16,180.00**.

FUNDING FOR THIS PROJECT WILL BE FROM THE PRECINCTS
ACCOUNT# **9-1204-431-00-124-007-0-734**.

SHOULD YOU REQUIRE ANY ADDITIONAL INFORMATION PLEASE
CONTACT US AT 956-383-3112.

THANK YOU.

GLORIA A. BELTRAN
EXECUTIVE ASSISTANT

CC: COUNTY FILES

HIDALGO COUNTY PURCHASING DEPARTMENT BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY PRECINCT NO. 4

BID OPENING DATE: January 7, 2009

BID OPENING TIME: 9:30 A.M.

**DESCRIPTION OF BID: : "RENA RAE SUBDIVISION NEW CURB and GUTTER" 2008-449-01-07-LRM
(PROJECT CARRIED BY: QUINTANILLA, HEADLEY & ASSOCIATES**

BID NO: BID NO 2008-449-01-07-LRM

RFB NO.	NAME OF COMPANY	BID FOR ROAD CONSTRUCTION	ACKNOWLEDGMENT OF ADDENDUM	BID BOND/ CASHIER'S CHECK
1.	Lazaro Saenz, Jr. dba Saenz Paving	\$16,180.00		Cashiers Check
2.	Closner Construction Company	\$54,025.00		Bid Bond
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

**BID TABULATION FOR
 BID NO CAP-08-449-01-07-LRM
 RENA RAE SUBDIVISION NEW CURB AND GUTTER**

Rena Rae Subd New Curb & Gutter 2008-449-01-07		Lazaro Saenz Sr. dba Saenz Paving		Closner Construction Co.	
Est Quantity	Unit Price	Total Ext	Unit Price	Total Ext	
1	480.00 \$ 6.50	3,120.00 \$	42.00 \$	20,160.00 \$	
2	480.00 \$ 7.00	3,360.00 \$	18.00 \$	8,640.00 \$	
3	2 \$ 300.00	600.00 \$	800.00 \$	1,600.00 \$	
4	700 \$ 4.50	3,150.00 \$	18.00 \$	12,600.00 \$	
5	700 \$ 8.50	5,950.00 \$	15.75 \$	11,025.00 \$	
Grand Total		16,180.00 \$		54,025.00 \$	
Bond/Cashier Check		Bid Bond		Bid Bond	

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

**CONSTRUCTION CONTRACT
C-CAP-09-XXX-XX-XX**

This Agreement, entered into this _____ day of _____, 2007 by and between Hidalgo County (hereinafter called the "OWNER," and, _____ (a Texas corporation), of County of Hidalgo, and State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

That for and in consideration of the payments and agreement hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

NAME OF SUBDIVISION(S)

Hereinafter called the project, for the sum of _____ Dollars and _____ Cents and all extra work in connection therewith, under the terms and stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions and Special Conditions printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by _____ engineer, entitled the Architect/Engineer, and as enumerated in Paragraph 1.01.A.12 of the General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in written "Notice to Proceed" of the OWNER and to fully complete the project within _____ consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of \$ _____ for each consecutive calendar day thereafter.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraphs 14.02.C and 14.07.C of the General Conditions.

IN WITNESS WHEREOF, the parties to these present have executed this contract in four (4) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

APPROVED BY COMMISSIONERS COURT ON, _____, 2007.

CONTRACTOR: _____

Print Name & Title: _____

Name of Firm: _____

Address: _____

Fed I.D. #/SS #: _____

STATE OF TEXAS

COUNTY OF HIDALGO

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

2007, by _____ Of and on behalf of _____
(Title) (A corporation)

Notary Public-Signature

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.
800 Pecan
McAllen, Texas 78504

BY: _____

ATTEST:

COUNTY OF HIDALGO:

Arturo Guajardo, Jr., County Clerk

Juan D. Salinas III, County Judge

AI-13307

21.F.1.

Medical Supplies

CC REGULAR

Date: 01/20/2009

Submitted By: Matilde Faz, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING
DEPT.

Agenda Category: Purchasing Department **Purchasing only:** Health & Human Services Dept.

Information

CAPTION

Health and Human Services Department:
Requesting authority for Hidalgo County to purchase "First Aid Supplies and Equipment" through the County's membership/participation with TASB Buyboard's awarded vendor Henry Schein, Inc. #294-08 through requisition# 146642 in the total amount of \$12,231.69.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009

ACCT. #: 9-1100-441-00-340-003-0-604

FUNDS AVAILABLE Y/N?: Yes

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available balance as of 1-15-09 \$176,168.96

Attachments

Link: [Medical Supplies](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/14/2009 04:16 PM	APRV
2	Budget & Management	Veronica Lopez	01/14/2009 04:28 PM	APRV
3	Manuel Chapa	Manuel Chapa	01/15/2009 09:55 AM	APRV
4	Auditor's Office	Linda Fong	01/15/2009 01:48 PM	APRV

Form Started By: Matilde Faz Started On: 01/10/2009 09:03 AM

Final Approval Date: 01/15/2009

Requisition

Req # 00146642

PO #

Date: 01/09/09

Regular #13307 1/20/09

Bill To: x
x

Vendor: 296627
HENRY SCHEIN, INC.
135 DURYE A ROAD
MELVILLE NY 11747

Ship To: HEALTH DEPARTMENT
1304 S. 25TH
EDINBURG TX 78539

Contact: JOSIE ESCALANT
956-383-6221

Contract No:

Special Instructions:

Task-Buyboard # 294-08

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
4.00	BOX	MEDROXYPROGESTERONE ACETATE INJECTABLE SDV #1082357, 150MG/M. VIAL 25 PER BOX	1,291.56	5,166.24
5.00	CASE	LUBRICATING JELLY, STERILE, 4 OZ TUBE #3737470, 12 PER CASE	15.97	79.85
25.00	BOX	Hb201 MICROCUVETTES, 4X50 BOX #3458733	259.24	6,481.00
30.00	BOX	SURVILANCE SAFETY LANCET, 2.2MM #4962369, 100 PER BOX (ORANGE)	16.82	504.60
		Account No	<u>Encumbrance</u>	
		9-1100-441-00-340-003-0-604	12,231.69	
			Freight	.00
			Total	12,231.69
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Reg #
146642

Vendor Contract Information

Proposal Documents

[Back](#)

Vendor: Henry Schein, Inc.

Address: 135 Duryea Road
Mellville, NY 11747

Phone: (800) 851-0400

Contact: Joanne Viggiano

Email: joanne.viggiano@henryschein.com

Website: www.henryschein.com

Federal ID: 113136595

Accepts RFQs: Yes

Contract: First Aid Supplies and Equipment #294-08

Effective Date: 6/1/2008

Expiration Date: 5/31/2011

Payment Terms: Net 30 days

Delivery Days: 5

Shipping Terms: Free Shipping

Freight Terms: FOB Destination

Ship Via: Common Carrier

Quote Reference Number: #23461/SM115

Regions Served: All Texas Regions

States Served: All States

Vendor Exceptions: None

Return Policy: Call customer service at 800-851-0400 ext 7542 for return authorization.

[\[Log Out \]](#)

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135 DURYEY ROAD
MELVILLE, NY 11747

Quote Confirmation

SHIP TO:

Hidalgo County Health Dpt
1304 S 25th Ave
Edinburg TX 78539

BILL TO:

Hidalgo County Health Dpt
1304 South 25th St
Attn: Accounts Payable
Edinburg TX 785397205

Hidalgo County Health Dpt
1304 South 25th St
Attn: Accounts Payable
Edinburg, TX 78539-7205

ACCOUNT #	TOTAL AMOUNT
861859	
ORDER NUMBER	ORDER DATE
65014070 SQ	01/08/09
PAGE #	
1	

LINE NO	ITEM CODE	UNIT SIZE	DESCRIPTION & STRENGTH	QTY. ORD SHIPPED	SHIPPING DETAILS CUSTOMER P.O.#	UNIT PRICE	EXTENSION
			FOR QUESTIONS CONCERNING THIS QUOTE CONTACT CHANTALE BERGEAU @ 800-851-0400 EXT 8790				
			*****PRICING VALID FOR 60 DAYS*****				
			WHEN PLACING YOUR ORDER PLEASE CALL YOUR SALES REP AT : 800-851-0400 FAX YOUR PURCHASE ORDER TO :631-390-8173				
			PLEASE REFERENCE SALES QUOTE NUMBER ABOVE WHEN PLACING YOUR ORDER				
			QUOTE DOES NOT INCLUDE APPLICABLE SALES TAX				
			****THIS IS A SALES QUOTE ONLY**** ITEMS WILL NOT SHIP UNTIL ORDER IS PLACED. CONTRACT # 294-08				
1	1082357	25/Bx	Medroxyprog Acet Inj SDV 150mg/mL	4		1,291.56	5,166.24
			1.000	4	BUYBOARD PRICE		
2	3737470	12/Ca	Lubricating Jelly Sterile 4oz Bt	5		15.97	79.85
			2.000	5	BUYBOARD PRICE		
3	3458733	4x50/Bx	Hb201 Microcuvettes	25		259.24	6,481.00
			3.000	25	BUYBOARD PRICE		

ACCOUNT #	TOTAL AMOUNT
861859	
ORDER NUMBER	ORDER DATE
65014070 SQ	01/08/09
PAGE #	
1	

Reg # 146642
1 of 2



135 DURYEA ROAD
MELVILLE, NY 11747

Quote Confirmation

SHIP TO:

Hidalgo County Health Dpt
1304 S 25th Ave
Edinburg TX 78539

Hidalgo County Health Dpt
1304 South 25th St
Attn: Accounts Payable
Edinburg, TX 78539-7205

BILL TO:

Hidalgo County Health Dpt
1304 South 25th St
Attn: Accounts Payable
Edinburg TX 785397205

ACCOUNT #	TOTAL AMOUNT
861859	12,231.69
ORDER NUMBER	ORDER DATE
65014070 SQ	01/08/09
PAGE #	
2	

LINE NO	ITEM CODE	UNIT SIZE	DESCRIPTION & STRENGTH	QTY. ORD SHIPPED	SHIPPING DETAILS CUSTOMER P.O.#	UNIT PRICE	EXTENSION
4	4962369	100/Bx	SurgiLance Safety Lancet 2.2mm Orange 4.000	30 30	BUYBOARD PRICE	16.82	504.60

ACCOUNT #	TOTAL AMOUNT
861859	12,231.69
ORDER NUMBER	ORDER DATE
65014070 SQ	01/08/09
PAGE #	
2	

Reg # 146642
282

AI-13394

21.G.1.

SOQs - BCAP PCT NO 1 - Round III-Grps. I & II

CC REGULAR

Date: 01/20/2009
Submitted By: Laura Moya, PURCHASING DEPT.
Department: PURCHASING DEPT.

Agenda Category: Purchasing Department

Purchasing only: CAP
Pct.1

Information

CAPTION

- A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A)(4) a professional service for Engineering Services in connection with Hidalgo County Precinct No 1 BCAP Round III Projects-Group I;
- B. Presentation of scoring grid (for the purposes of ranking by CC) of the firms graded & evaluated through the County's approved "pool" of engineers in connection with professional Engineering Services required for the design construction of Hidalgo County Precinct No 1 BCAP Round III Projects-Group I;
1st. _____; 2nd. _____;
3rd. _____;
- C. Authority for the Purchasing Department to negotiate a professional Engineering Services Contract with the No.1 ranked firm of _____ for the provision of Engineering Services for Hidalgo County Precinct No 1 BCAP Round III Projects-Group I.
- D. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A)(4) a professional service for Engineering Services in connection with Hidalgo County Precinct No 1 BCAP Round III Projects-Group II;
- E. Presentation of scoring grid (for the purposes of ranking by CC) of the firms graded & evaluated through the County's approved "pool" of engineers in connection with professional Engineering Services required for the design construction of Hidalgo County Precinct No 1 BCAP Round III Projects-Group II;
1st. _____; 2nd. _____;
3rd. _____;
- F. Authority for the Purchasing Department to negotiate a professional Engineering Services Contract with the No.1 ranked firm of _____ for the provision of Engineering Services for Hidalgo County Precinct No 1 BCAP Round III Projects-Group II.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008

ACCT. #: 8-1312-431-00-121-XXX-0-334

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Fund 1312 Pct. 1 BCAP object code 334. For funding availability please refer to attached expense report for calendar year 2008 as of 1-15-09.

Special Revenue funds roll over for next calendar year 2009, once period 13 closes.

Attachments

Link: [Grid](#)

Link: [Pct. 1 BCAP Round III expense report](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/14/2009 04:48 PM	APRV
2	Budget & Management	Veronica Lopez	01/15/2009 07:45 AM	APRV
3	Ivan Cantu	Ivan Cantu	01/15/2009 11:21 AM	APRV
4	Auditor's Office		01/16/2009 05:39 PM	PEND

Form Started By: Laura Moya
Started On: 01/13/2009 04:53 PM

Final Approval Date: 01/16/2009

<h2 style="margin: 0;">HIDALGO COUNTY BCAP Round III</h2> <p style="margin: 0;">FOR Precinct No 1</p>

GRIDS

COLONIAS IN GROUP A

	Izaguirre Engineering Group	Quintanilla, Headley & Associates	Sigler, Winston & Greenwood & Associates
Evaluator No 1	100	90	85
Total Scores	100	90	85
RANKING by Commissioner's Court			

COLONIAS IN GROUP B

	Rodriguez Engineer	Gilbert J Guerra Engineer	Javier Hinojosa Engineering
Evaluator No 1	95	80	85
Total Scores			
RANKING by Commissioner's Court			

Colonias in Group A	Colonias in Group B
Brenda Gay Chapa 2 L&P Los Castillos	Mary Ann Saenz Valley View Estates Colonia Boyce

For 01/01/08 - 01/31/09

Expenditure Summary Report

FJEXS01B

Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

<u>Account Number / Description</u>	<u>Original Budget</u>	<u>Adjusted Budget</u>	<u>Y-T-D Encumbrance</u>	<u>Y-T-D Expended</u>	<u>Available Balance</u>	<u>Percent Used</u>
1312 BORDER COLONIA ACCESS PROGRAM ROUND III						
063						
8-1312-431-00-121-063-0-334 BALLI ESTATES-ENG & ARCH SRV	.00	42,960.23	.00	.00	42,960.23	.00
063	.00	42,960.23	.00	.00	42,960.23	.00
148						
8-1312-431-00-121-148-0-334 CHAPA NORTH-ENG & ARCH SRV	.00	6,866.64	.00	.00	6,866.64	.00
148	.00	6,866.64	.00	.00	6,866.64	.00
149						
8-1312-431-00-121-149-0-334 CHAPA SOUTH-ENG & ARCH SRV	.00	6,074.64	.00	.00	6,074.64	.00
149	.00	6,074.64	.00	.00	6,074.64	.00
185						
8-1312-431-00-121-185-0-334 COLONIA WHALEN ROAD-ENG & ARCH SRV	.00	9,991.52	.00	.00	9,991.52	.00
185	.00	9,991.52	.00	.00	9,991.52	.00
215						
8-1312-431-00-121-215-0-334 DE ANDA SUBDIVISION-ENG & ARCH SRV	.00	5,147.76	.00	.00	5,147.76	.00
215	.00	5,147.76	.00	.00	5,147.76	.00
220						
8-1312-431-00-121-220-1-334 DELTA WEST SUBDIVISION-ENG & ARCH SRV	.00	28,466.19	.00	.00	28,466.19	.00
220	.00	28,466.19	.00	.00	28,466.19	.00
228						
8-1312-431-00-121-228-1-334 DIAZ SUBDIVISION-ENG & ARCH SRV	.00	5,171.37	.00	.00	5,171.37	.00
228	.00	5,171.37	.00	.00	5,171.37	.00
319						
8-1312-431-00-121-319-0-334 HIGH POINT SUBDIVISION-ENG & ARCH SRV	.00	9,702.00	.00	.00	9,702.00	.00
319	.00	9,702.00	.00	.00	9,702.00	.00
387						
8-1312-431-00-121-387-0-334 LA MESA SUBDIVISION-ENG & ARCH SRV	.00	16,810.69	.00	.00	16,810.69	.00
387	.00	16,810.69	.00	.00	16,810.69	.00
461						
8-1312-431-00-121-461-0-334 MID-VALLEY ESTATES-ENG & ARCH SRV	.00	18,801.76	.00	.00	18,801.76	.00
461	.00	18,801.76	.00	.00	18,801.76	.00
687						
8-1312-431-00-121-687-0-334 SO. PALM GARDENS EST.#1-ENG & ARCH SRV	.00	4,704.16	.00	.00	4,704.16	.00
687	.00	4,704.16	.00	.00	4,704.16	.00
688						
8-1312-431-00-121-688-0-334 SO. PALM GARDENS EST.#2-ENG & ARCH SR	.00	3,891.04	.00	.00	3,891.04	.00
688	.00	3,891.04	.00	.00	3,891.04	.00
790						

For 01/01/08 - 01/31/09

Expenditure Summary Report

FJEXS01B

Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

<u>Account Number / Description</u>	<u>Original Budget</u>	<u>Adjusted Budget</u>	<u>Y-T-D Encumbrance</u>	<u>Y-T-D Expended</u>	<u>Available Balance</u>	<u>Percent Used</u>
1312 BORDER COLONIA ACCESS PROGRAM ROUND III						
790						
8-1312-431-00-121-790-0-334 VILLAGE GROVE #2-ENG & ARCH SRV	.00	3,379.10	.00	.00	3,379.10	.00
790	.00	3,379.10	.00	.00	3,379.10	.00
804						
8-1312-431-00-121-804-0-334 WES-MER SUBDIVISION-ENG & ARCH SRV	.00	7,179.31	.00	.00	7,179.31	.00
804	.00	7,179.31	.00	.00	7,179.31	.00
855						
8-1312-431-00-121-855-0-334 ASH COUNTY-ENG & ARCH SRV	.00	10,430.01	.00	.00	10,430.01	.00
855	.00	10,430.01	.00	.00	10,430.01	.00
896						
8-1312-431-00-121-896-0-334 MCKEE #1-ENG & ARCH SRV	.00	9,837.08	.00	.00	9,837.08	.00
896	.00	9,837.08	.00	.00	9,837.08	.00
932						
8-1312-431-00-121-932-0-334 INDIAN HILLS EAST-ENG & ARCH SRV	.00	100,890.90	.00	.00	100,890.90	.00
932	.00	100,890.90	.00	.00	100,890.90	.00
1312 BORDER COLONIA ACCESS PROGRAM ROUND III	.00	290,304.40	.00	.00	290,304.40	.00
8 YEAR	.00	290,304.40	.00	.00	290,304.40	.00

AI-13397

21.H.1.

**BCAP PCT NO 4 - WA No 1 - Round III - JE SAENZ C-CAP-2008-031B
CC REGULAR**

Date: 01/20/2009
Submitted By: Laura Moya, PURCHASING DEPT.
Department: PURCHASING DEPT.

Agenda Category: Purchasing Department

Purchasing only: CAP
Pct.4

Information

CAPTION

Presentation for consideration, discussion acceptance and approval of Work Authorization #1 (with a proposed fee of \$110,235.40) with J.E. Saenz & Associates to provide Engineering services to Hidalgo County Precinct No. 4 for Border Colonia Access Program Round III Projects. C-CAP-08-031B-11-12.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009

ACCT. #: 9-1312-431-00-124-XXX-X-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Various Round III Colonia projects for Pct# 4. Please refer to attached expense report for funding availability as of 1-15-09 (Funding available Pending Rollover).

Attachments

Link: [WA No 1](#)

Link: [expense report](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/14/2009 04:55 PM	APRV
2	Budget & Management	Veronica Lopez	01/15/2009 07:46 AM	APRV
3	Manuel Chapa	Manuel Chapa	01/15/2009 02:40 PM	APRV
4	Auditor's Office		01/16/2009 05:39 PM	NEW

Form Started By: Laura Moya

Started On: 01/13/2009 04:56 PM

Final Approval Date: 01/16/2009

EXHIBIT "E"

**HIDALGO COUNTY
Professional Engineering Services
Agreement #C-CAP-08-031B-11-12
Work Authorization Form**

WORK AUTHORIZATION NO. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, J.E. Saenz & Associates Inc. professional engineers of Edinburg Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide Professional Engineering Services for Preliminary Design and Construction Phase Services for the H.C.B.C.A.P. #3.

The scope of services to be provided by the **Owner** is identified in *EXHIBIT "A" – Scope of Services to be Provided by the Owner* attached hereto.

The scope of services to be provided by the **Engineer** is identified in *EXHIBIT "B" – Scope of Services to be Provided by the Engineer* attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is \$110,235.40. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D"**.

PART 3. PAYMENT

Compensation and payment to the **Engineer** for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 6.1 of the Agreement.

PART 4. FUNDING

This Work Authorization No. 1 shall be funded through funding source:
Account No. C-CAP- 08 - 031B - 11 - 12
Requisition Number _____ (MUST BE INCLUDED AFTER CC APPROVAL)

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization or _____.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct No. 4
Commissioner Oscar Garza as to content and detail of this Work Authorization No. # 1.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 4:

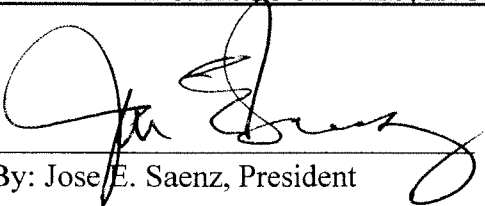
BY: _____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of _____ day of _____, 2008.

THE ENGINEER:
J.E. SAENZ & ASSOCIATES, INC.

THE OWNER:
HIDALGO COUNTY


By: Jose E. Saenz, President

By: Juan D. Salinas III, County Judge

ATTEST:

by: Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

- ATTACHMENT "A" - Service to be Provided by the Owner
- ATTACHMENT "B" - Services to be Provided by the Engineer
- ATTACHMENT "C" - Work Schedule
- ATTACHMENT "D" - Estimated Cost Proposal

FEE BREAKDOWN

For and in consideration for the services attached to this Agreement and to be rendered by the Engineer, the Owner shall pay the Engineer the fee as defined in Article 5.1 of this Agreement, and as more particularly identified as follows:

Basic Service Fee **\$110,235.40**
 (Subject to adjustment as indicated above)

Phase I	40% of the Service Fee
Phase II	40% of the Service Fee
Phase III	20% of the Service Fee

Colonia Access Program Round III Fee Breakdown						
Precinct # 4 - Allocation Projects - Awarded 5-6-2008						
Colonia	CSJ	No. St(s)	Length (LF)	Roads	Survey Fee	Engineering Fee
Seminary Village	3C1080657	1	1,425	Village Drive	\$ 4,713.50	\$ 14,140.50
Lake View Sub	3C1080401	5	3,738	All Streets	\$ 10,378.50	\$ 31,135.50
Trenton Terrace	3C1080752	1	1,417	Leticia	\$ 7,585.60	\$ 22,756.80
Las Brisas Circle	3C1080406	1	1,350	Las Brisas Circle	\$ 4,881.25	\$ 14,643.75
Precinct Number 4 Allocation Total					\$ 27,558.85	\$ 82,676.55

TOTAL BASIC SERVICE FEE \$ 110,235.40

EXHIBIT "C"
 WORK SCHEDULE
 LAKE VIEW SUBDIVISION

DATE: JANUARY 9, 2008

J.E. SAENZ & ASSOCIATES, INC.
 P.O. BOX 3293 EDINBURG, TEXAS 78540
 TEL: 383-2984 FAX: 383-3736

PROJECT: Hidalgo County Pct. #4- BCAP
 DESCRIPTION: Third Call

	NOVEMBER				DECEMBER				JANUARY				FEBRUARY				MARCH				APRIL-DECEMBER 2009											
	3	10	17	24	1	8	15	22	29	1	6	13	20	27	3	10	17	24	1	8	15	22	29									
1 Kick-off meeting																																
2 Data Collection																																
3 Preliminary Engineering																																
4 Final Engineering																																
5 PS&E (approvals)																																
6 Construction Phase Services																																

(day 1)

EXHIBIT "C"
 WORK SCHEDULE
 TRENTON TERRACE

DATE: JANUARY 9, 2008

J.E. SAENZ & ASSOCIATES, INC.
 P.O. BOX 3293 EDINBURG, TEXAS 78540
 TEL: 383-2984 FAX: 383-3736

PROJECT: Hidalgo County Pct #4- BCAP
 DESCRIPTION: Third Call

	NOVEMBER				DECEMBER				JANUARY			FEBRUARY			MARCH			APRIL-DECEMBER 2009										
	3	10	17	24	1	8	15	22	29	1	6	13	20	27	3	10	17	24	1	8	15	22	29					
1 Kick-off meeting																												
2 Data Collection																												
3 Preliminary Engineering																												
4 Final Engineering																												
5 PS&E (approvals)																												
6 Construction Phase Services																												

(day 1)

EXHIBIT "C"
 WORK SCHEDULE
 SEMINARY VILLAGE

DATE: JANUARY 9, 2008

J.E. SAENZ & ASSOCIATES, INC.
 P.O. BOX 3293 EDINBURG, TEXAS 78540
 TEL: 383-2984 FAX: 383-3736

PROJECT: Hidalgo County Pct. #4- BCAP
 DESCRIPTION: Third Call

	NOVEMBER							DECEMBER				JANUARY			FEBRUARY			MARCH			APRIL-DECEMBER 2009							
	3	10	17	24	1	8	15	22	29	1	6	13	20	27	3	10	17	24	1	8	15	22	29					
1 Kick-off meeting																												
2 Data Collection																												
3 Preliminary Engineering																												
4 Final Engineering																												
5 PS&E (approvals)																												
6 Construction Phase Services																												

(day 1)

EXHIBIT "C"
 WORK SCHEDULE
 LAS BRISAS

J.E. SAENZ & ASSOCIATES, INC.
 P.O. BOX 3293 EDINBURG, TEXAS 78540
 TEL: 383-2984 FAX: 383-3736

DATE: JANUARY 9, 2008

PROJECT: Hidalgo County Pct #4- BCAP
 DESCRIPTION: Third Call

	NOVEMBER				DECEMBER				JANUARY			FEBRUARY			MARCH				APRIL-DECEMBER 2009									
	3	10	17	24	1	8	15	22	29	1	6	13	20	27	3	10	17	24	1	8	15	22	29					
1 Kick-off meeting																												
2 Data Collection																												
3 Preliminary Engineering																												
4 Final Engineering																												
5 PS&E (approvals)																												
6 Construction Phase Services																												

(day 1)

EXHIBIT "A"
Services to be Provided by County

The following provides an outline of the services to be provided by the Owner in the development of Project (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General

The Owner will provide to the Engineer the following:

- 1) Authorization to the Engineer to begin work.
- 2) Payment for work performed by the engineer.
- 3) Assistance to the Engineer, as necessary, to obtain required data and information from other local, regional, and state agencies that the Engineer cannot easily obtain.
- 4) Provide any available relevant data that may be on file concerning the Project.
- 5) Provide timely review and decisions in response to the Engineers request for information and/or submittals and deliverables.
- 6) Attend and participate in progress meetings as required and as coordinated and conducted by the Engineer.
- 7) Advertise and award, as assisted and recommendation by the Engineer, construction Agreements for the PS&E developed by the Engineer.
- 8) Attend pre-bid and pre-construction conferences coordinated and conducted by the Engineer.
- 9) Review and approve monthly and final estimates, developed by the Engineer, for payment to the Contractor. Compensation and pay the Agreements for work performed as identified in the approved monthly and final estimates.
- 10) Provide assistance to Engineer where necessary and possible with Owner information/resources to ensure project is completed within timely/efficient basis.
- 11) Provide Engineer with Geotechnical Data of existing pavement thickness.

Continued on page 2 to

Exhibit "B"

Services to be Provided by Engineer

The work to be furnished by the Engineer shall consist of management and engineering services for improvements in Hidalgo County Colonias approved by the State of Texas under the Third Call of Proposition Three funding. The work shall be developed in accordance with the Owner, TXDOT, and applicable design standards and in a format acceptable to the owner, and reviewing agencies.

The Engineer shall render specific management and engineering services for the development of the Project and fulfillment of this Agreement as follows:

I. PRELIMINARY PHASE – GENERAL PROJECT MANAGEMENT AND ADMINISTRATION

II. DESIGN PHASE – FINAL DESIGN AND PLANS, SPECIFICATIONS, AND ESTIMATES (PS&E) FOR COLONIA ACCESS

III. CONSTRUCTION PHASE – CONSTRUCTION MANAGEMENT & SUPPORT & INSPECTIONS

I. PRELIMINARY PHASE SERVICES

GENERAL PROJECT MANAGEMENT

Services for GENERAL PROJECT MANAGEMENT by the Engineer will include the following:

1. Project/Program Schedule. See Exhibit "C".
2. Coordination/Meetings. The Owner may require the Engineer to attend local public hearings, policy meetings and upon request attend Owner staff meetings. The Engineer shall assist the Owner, as requested, at meetings with the Texas Department of Transportation (TXDOT), or other necessary entities.

Planning & Assessment

The Engineer will provide the following:

1. Review, verify and gather data necessary to proceed with design of approved TXDOT Colonia Projects.
2. Perform interviews and each Precinct County Commissioner and staff to identify "present day" complaints, roadway and drainage histories and preliminary design information for the approved projects.
3. Obtain geotechnical data for pavement designs; determine subsurface conditions.
4. Develop pavement designs, including cost data, pavement material properties, and pavement drainage.

5. Identify preliminary alignments; develop typical sections.
6. Develop hydraulic design criteria in accordance with Hidalgo County/Local Municipal or TXDOT guidelines.
7. Verify FEMA FIRM zones and requirements.
8. Develop basic schematic layout of improvement to determine right of way requirements.

Environmental Document Preparation and Public Comment

Provide Owner assistance in gathering data necessary to complete the Environmental Review Record format established by Owner to satisfy TXDOT environmental requirements.

Right of Way Data

The Engineer shall provide utility and the right of way data for each approved individual project as follows:

Utility Coordination/Inventory

- 1) The Engineer will develop utility layout sheets from schematics and incorporate utility information; identify existing overhead and above ground utilities; identify all existing underground utilities; document all information on utility layout sheets; identify potential conflicts. The layout sheets will be reproducible drawings (11"x17") with the following information.
 - a) Existing and/or proposed right of way lines
 - b) Benchmark data
 - c) Existing and proposed drainage system(s)
 - d) Location and size of utility (plan/profile view)
 - e) Limits of existing casing pipe
 - f) Name of the owner/company
- 2) The Engineer will coordinate utility adjustments with Owner and all affected utility owners as necessary.

Field Survey

The Engineer will provide the following:

- 1) Vertical and Horizontal Control. Establish and stake the Project control centerline (baselines) and offset for the Project or portions of the Project. Establish vertical control by looping all benchmark (BM) circuits and tie to monument permanent BM elevation. BM's are to be set at 1,000 ft maximum intervals using Global Positioning System (GPS) survey, and in a location that will be undisturbed by future construction.

- 2) Topography. Obtain topographic information surveyed for the length of the control centerline, as required; provide location (station and offset), size, height, and depth and/or length and description of topographic features; to include, but not limited to the following: driveways, signs, light poles, mail boxes, all fences (including metal beam guard fence and turndowns), utilities (type, owner, location, and depth), riprap, existing right of way lines, private property lines, county and/or city limits, etc... Drainage elements to include:
- 3) Design Centerline. Establish and stake the design centerline.

Right of Way Map

Provide for the preparation of a project right-of-way map where right of way acquisition is necessary. Provide for the necessary right-of-way research, mapping, surveying and all services related to the development of a right-of-way map. Prepared parcel sketches and field notes of all parcels requiring acquisition. Revisions to be done promptly at no cost to the owner.

II. DESIGN PHASE SERVICES

Final Design and Plans, Specifications & Estimates

The Engineer will develop the final design and prepare Agreement drawings, specifications and estimates for construction of the Project or portions of the Project as authorized by the Owner. These documents will be submitted to the applicable city, county, state, and/or federal agencies for approval.

All final plan sheets will be developed by the Engineer on 11"x17" reproducible, 4 mil, double-matte, white, opaque film.

Recognizing that there will be several team members participating in the development of the overall Project, and taking into consideration that the Owner has a significant investment in the development of the Project, there is need for consistency in document development for the purpose of review and production to help facilitate and economically efficient product. All computer document files furnished to the Owner by the Engineer shall be furnished on a CD-ROM created utilizing DOS software. Retrieval documentation relating to file storage on the designated delivery media shall be prepared by the Engineer and provide to the Owner. It is the intent of the Engineer and this Agreement to secure computer files from all Project Team members that are composed of elements of the same precision, integrity, singularity, attributes.

The Engineer shall prepare graphic files that can be reviewed and plotted utilizing Microstation/AutoCAD, software. The graphic files submitted must be compatible with Microstation Cad System without conversion or modification and must plot consistent with reproducible plots submitted.

Plan Sheets. Plan sheets developed by the Engineer will include, but not limited to, title sheet, typical sections, sequence of construction, estimates and quantity, plan-profile, channel details, roadway details, bridge and culvert details, hydraulic details, and standards.

Specifications. The Engineer shall use the June 1, 2004 Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges. Other specifications may be developed by the Engineer, but must incorporate, reference to standard TXDOT requirements of design & testing procedures and Hidalgo County Subdivision Required Standards.

Estimates. The Engineer will prepare detailed cost estimates and proposals of authorized construction, which will include summaries of bid items and quantities based on the unit price system of bidding.

All plots and graphic media provided by the Engineer, as a result of this Agreement, shall be delivered to the Owner. Final payment for plan sheet documents and/or associated, applicable engineer files will not be made until the files furnished by the Engineer have been demonstrated to be useable in the formats described above and herein.

Service for FINAL DESIGN AND PLANS, SPECIFICATIONS AND ESTIMATES by the Engineer will include the following:

Roadway Design Controls

The Engineer will prepare the roadway design for the Project or portions of the Project as authorized by the Owner. The roadway design will be submitted to the applicable city, county, state, and/or federal agencies for approval.

Roadway design controls will include:

- 1) Geometric Design – horizontal and vertical alignments, intersection geometrics: to be incorporated onto plan and profile sheets.
- 2) Geometric and grading design – development of typical roadway sections through horizontal and vertical alignment determination and roadway cross sections.
- 3) Grading design – existing and design cross sections, cut/fill quantities, slope stability analysis, embankment foundation stability and settlement analysis.
- 4) Earthwork Quantities – obtained from grading design.
- 5) Miscellaneous supplemental plan details.

Drainage

The Engineer will perform final hydrologic/hydraulic analysis and design for the proposed improvements of the Project or portions of the Project as authorized by the Owner.

Signing

The Engineer will determine location and type of warning, regulatory and guide signs as required by the Hidalgo County Subdivision Standards or local Municipal standards as applicable. All signing design will be based on the final proposed roadway design.

Permanent Pavement Markings

The Engineer with the Owner will evaluate the need for pavement markings and design all permanent pavements markings in accordance with the Hidalgo County Subdivision Standard or Local Municipal Standards as applicable. All such design will be based on the final proposed roadway design.

Miscellaneous

If required for the Project or portion of the Project approved by the Owner, the Engineer will provide the following miscellaneous roadway items:

Miscellaneous Drafting, Standards, and Details

1. The Engineer will prepare a title sheet indicating, at a minimum, project limits, project location map, name of owner and owner acknowledgment/acceptance, facility identification, specification reference, Engineer's seal, signature and date.
2. The Engineer will determine appropriate standard drawings to be incorporated into the plans, and sign/seal any modifications to any agency or industry approved standards.
3. The Engineer will develop any details to clarify any construction requirements of the plan drawings.

PS&E Supporting Documents

4. Specifications List and general Notes. The Engineer will prepare an applicable specifications list, in TXDOT format, as well as any general notes that may be applicable to each PS&E submission.
5. Estimates. The Engineer will prepare detailed cost estimates and proposals of authorized construction, which will include summaries of bid items and quantities based, insofar as practicable, on the unit price system of bidding.
6. Agreement Time Determination Statement. The Engineer will determine the time required for construction for the project, outlining phases of construction and appropriate rates of production and construction for bid items determined to be in the critical path for construction of the PS&E submittal.
7. Additional documents. Right of Way Certification letter, material testing and sampling table.

III. CONSTRUCTION PHASE SERVICE

Construction Management and Support

The Engineer will provide engineering and support services for and during the construction of the Project or portions of the Project approved by the Owner. Specific services for CONSTRUCTION MANAGEMENT AND SUPPORT by the Engineer will include the following:

Construction Bidding

1. The Engineer will furnish to the Owner the necessary copies of approved plans, specifications, notices to bidders, and proposals as prepared under PS&E.
2. The Engineer will coordinate and conduct a Pre-Bid Conference for prospective bidders.
3. The Engineer will assist Owner the tabulation of bids, recommendations to the Owner as to the proper action on all bid proposals received, and the preparation of form Agreement documents for the award of each construction Agreement.

Construction Agreement Administration

4. In general, the Engineer will provide the management and engineering support/data required for consultation and advertisement to the Owner and act as the Owners representative as provided in the General Condition of the Construction Agreement.
5. The Engineer will coordinate and conduct a pre-construction conference.
6. Defects and Deficiencies. The Engineer will use his best efforts to protect the Owner against defects and deficiencies in the work of the Contractor. The Engineer will promptly notify the Owner of any such defect of deficiency, and take all steps possible to require the Contractor to correct the defect or deficiency.
7. Contractor Payment. The Engineer will take measurements and calculate quantities, in accordance with the construction Agreement specifications, of those items of work accepted and conforming to the construction Agreement specifications, for the preparation of the monthly and final estimates for payment to the Contractor.
8. The Engineer will provide Project site inspection of the authorized construction Agreement(s) as follows:
 - a. Project Engineer. The Engineer will provide visits by the Project Engineer or a competent representative of the Engineer to the site of construction for the purpose of monitoring the Contractor's progress and conformance to the construction plans and specifications.
 - b. Resident Engineer and/or Construction Inspector(s). The Owner may request the Engineer to furnish the service of a Resident Engineer and/or Construction Inspector(s) for continuous on the site inspection construction to the monitor/inspect the Contractor's daily progress and conformance to PS&E specifications. See Article 5 for special services compensation details.

Miscellaneous Technical Activities

9. Shop Drawings. The Engineer will review and check all shop or working drawings furnished by the Contractor.

10. Control of Materials & Equipment. The Engineer will provide inspection of all materials and equipment furnished/used by the Contractor as follows:
 - a. Review and record all laboratory, shop and mill tests of materials and equipment for compliance with the construction Agreement specifications.
 - b. Observe and/or perform Project record testing and/or independent assurance testing as outlined in the construction Agreement specifications.
11. Change Orders. When applicable the Engineer will prepare the engineering data, including plan sheet drawings, specifications, and estimates, for the preparation of construction Agreement change orders, which may be required due to actual field conditions encountered or new requirements directed by the Owner.
12. As Built Drawings. The Engineer will develop as built drawings to depict the work as actually constructed. The Owner will be furnished five (5) set of prints.

For 01/01/08 - 01/31/09

Expenditure Summary Report

FJEXS01B

Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

<u>Account Number / Description</u>	<u>Original Budget</u>	<u>Adjusted Budget</u>	<u>Y-T-D Encumbrance</u>	<u>Y-T-D Expended</u>	<u>Available Balance</u>	<u>Percent Used</u>
1312 BORDER COLONIA ACCESS PROGRAM ROUND III						
8-1312-431-00-124-401-0-312 LAKEVIEW SUBDIVISION-INDIRECT COST	.00	14,200.00	.00	.00	14,200.00	.00
8-1312-431-00-124-401-0-334 LAKEVIEW SUBDIVISION-ENG & ARCH SRV	.00	41,514.00	.00	.00	41,514.00	.00
8-1312-431-00-124-401-0-339 LAKEVIEW SUBDIVISION-OTHER PROF SERVICES	.00	13,209.00	.00	.00	13,209.00	.00
8-1312-431-00-124-401-0-733 LAKEVIEW SUBVISION-DRAINAGE DITCHES	.00	22,400.00	.00	.00	22,400.00	.00
8-1312-431-00-124-401-0-734 LAKEVIEW SUBDIVISION-SUBDIVISION STREETS	.00	264,777.00	.00	.00	264,777.00	.00
8-1312-431-00-124-401-0-899 LAKEVIEW SUBDIVISION-CONTINGENCY	.00	21,300.00	.00	.00	21,300.00	.00
401	.00	377,400.00	.00	.00	377,400.00	.00
8-1312-431-00-124-406-0-312 LAS BRISAS-INDIRECT COST	.00	5,200.00	.00	.00	5,200.00	.00
8-1312-431-00-124-406-0-334 LAS BRISAS-ENG & ARCH SRV	.00	19,525.00	.00	.00	19,525.00	.00
8-1312-431-00-124-406-0-339 LAS BRISAS-OTHER PROFESSIONAL SERVICES	.00	6,212.50	.00	.00	6,212.50	.00
8-1312-431-00-124-406-0-733 LAS BRISAS-DRAINAGE DITCHES	.00	47,500.00	.00	.00	47,500.00	.00
8-1312-431-00-124-406-0-734 LAS BRISAS-SUBDIVISION STREETS	.00	93,836.25	.00	.00	93,836.25	.00
8-1312-431-00-124-406-0-899 LAS BRISAS-CONTINGENCY	.00	5,226.25	.00	.00	5,226.25	.00
406	.00	177,500.00	.00	.00	177,500.00	.00
8-1312-431-00-124-657-0-312 SEMINARY VILLAGE SUBD-INDIRECT COST	.00	5,400.00	.00	.00	5,400.00	.00
8-1312-431-00-124-657-0-334 SEMINARY VILLAGE SUBD-ENG & ARCH SRV	.00	18,854.00	.00	.00	18,854.00	.00
8-1312-431-00-124-657-0-339 SEMINARY VILLAGE SUBD-OTHER PROF SRVS	.00	5,999.00	.00	.00	5,999.00	.00
8-1312-431-00-124-657-0-733 SEMINARY VILLAGE SUBD-DRAINAGE DITCHES	.00	36,400.00	.00	.00	36,400.00	.00
8-1312-431-00-124-657-0-734 SEMINARY VILLAGE SUBD-SUBDISION STREETS	.00	96,647.00	.00	.00	96,647.00	.00
8-1312-431-00-124-657-0-899 SEMINARY VILLAGE SUBD-CONTINGENCY	.00	8,100.00	.00	.00	8,100.00	.00
657	.00	171,400.00	.00	.00	171,400.00	.00
8-1312-431-00-124-752-0-312 TRENTON TERRACE-INDIRECT COST	.00	5,400.00	.00	.00	5,400.00	.00
8-1312-431-00-124-752-0-334 TRENTON TERRACE-ENG & ARCH SRV	.00	30,342.40	.00	.00	30,342.40	.00
8-1312-431-00-124-752-0-339 TRENTON TERRACE-OTHER PROF SERVICES	.00	9,654.40	.00	.00	9,654.40	.00
8-1312-431-00-124-752-0-733 TRENTON TERRACE-DRAINAGE DITCHES	.00	140,840.00	.00	.00	140,840.00	.00
8-1312-431-00-124-752-0-734 TRENTON TERRACE-SUBDIVISION STREETS	.00	81,503.20	.00	.00	81,503.20	.00
8-1312-431-00-124-752-0-899 TRENTON TERRACE-CONTINGENCY	.00	8,100.00	.00	.00	8,100.00	.00
752	.00	275,840.00	.00	.00	275,840.00	.00
1312 BORDER COLONIA ACCESS PROGRAM ROUND III	.00	1,002,140.00	.00	.00	1,002,140.00	.00
8 YEAR	.00	1,002,140.00	.00	.00	1,002,140.00	.00

AI-13295

21.1.1.

Expansion For Licensed Professional Counselor(s)

CC REGULAR

Date: 01/20/2009
Submitted By: Vangie Garcia, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** Juvenile Probation

Information

CAPTION

Presentation for discussion, consideration, acceptance and approval of the qualifying participant's final negotiated contracts(reviewed and approved by legal counsel on 06/24/08) in connection to the Expansion For Licensed Professional Counselor(s) Pool to provide necessary/required services on an "as needed basis" for Hidalgo County Judge Mario E. Ramirez, Jr.-Juvenile Justice Center-RFP NO: 2008-408-11-05-VYG-Expansion Of Licensed Professional Counselor(s).

BACKGROUND

Qualified participants will be added to the exiting "Pool" (previously approved 06/17/08), in order to provide necessaryrequired services on an as needed basis. Contract terms, rates and conditions will be the same as on original contracts.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 1100-423-60-330-002-0-350
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
 \$35,000.00 available balance as of 1/16/09.

Attachments

Link: [C-08-408-01-20-Maria Cristina Quinlantan Diaz](#)
 Link: [C-08-408A-01-20-Rethia W. Ross](#)
 Link: [PARTICIPATION AND TABULATION LOG](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/14/2009 04:13 PM	APRV
2	Budget & Management	Veronica Lopez	01/14/2009 04:20 PM	APRV
3	Rey Salazar	Rey Salazar	01/16/2009 03:13 PM	APRV
4	Auditor's Office		01/16/2009 05:39 PM	NEW

Form Started By: Vangie Garcia
 Started On: 01/09/2009 10:28 AM
 Final Approval Date: 01/16/2009

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

Service Contract
C-08-408-01-20

THIS AGREEMENT is made effective the 20th day of **January, 2009**, by and between **JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER**, a department of **HIDALGO COUNTY, TEXAS**, a political subdivision of the State of Texas (hereinafter “Department”) and **Maria Cristina Quilantañ Diaz, d/b/a Counseling Center Of South Texas, LPC** (hereinafter “Licensed Professional Counselor”) to service at the pleasure of the Department.

WITNESSETH:

WHEREAS, Department desires to contract with a person to provide the services necessary to act as a provider of “Licensed Professional Counseling Services” for the youth probationers served by Department (the “Clients”) that are more specifically set forth hereinafter; and

WHEREAS, Contractor has agreed to provide the services enumerated hereinafter for the Department.

NOW, THEREFORE, for the mutual consideration expressed hereinafter, Department and Contractor agree as follows:

1. Contractor agrees to provide to Department and its Clients the services required of a “Licensed Professional Counselor” until replaced by Department. These services include, but are not limited to:
 - (a) Conducting “Individual/Family/Group Counseling” appropriate for the needs of each client;
 - (b) Conducting “Initial Clinical Intake”;

- (c) Conducting “Psychological Examinations” of the Clients as required by the Department;
- (d) Conducting “Consultation Services” as requested and required on an “As Needed Basis”;
- (e) Conducting other evaluations and tests on each Client as required by the Department;
- (f) Interpreting the results of any tests conducted under (a) (b) (c) (d) (e) or (f) stated above and submitting a written report to Department of the results of such tests and examinations, as required by Department;
- (g) Developing, implementing, monitoring and recommending to department appropriate counseling programs for the Client based on Contractor’s experience, professional training and personal observations.

All records, notes and/or reports created by Contractor and relating to services provided under this Contract shall be retained by Contractor and relating to services provided under this Contract shall be retained by Contractor for a minimum of three (3) years following the termination of this Contract, and thereafter, until any pending audit or litigation and all questions arising therefrom concerning such records are resolved by a final unappealable determination of any applicable court or agency. Contractor agrees to provide Department, the Texas Juvenile Probation Commission, and their employees, attorneys, and/or independent auditors access to such books and/or records to the extent permitted by any obligation of confidentiality between or among the Client and Contractor.

2. Contractor represent that it employs “Licensed Professional Counselors” licensed by the State of Texas and qualified to perform and execute the services provided above. If any such license is suspended or revoked, this Contract shall automatically be terminated as to such licensed professional counselor and Contractor shall immediately notify the Chief Juvenile Probation Officer of such suspension or revocation. In addition, under Section 236.006, Texas Family Code, Contractor certified that the individual or business entity named in this Contract, bid or application is not ineligible to receive the specified grant, loan or payment and

acknowledges that this Contract may be terminated if this certification is inaccurate.

3. Contractor shall prepare, maintain and submit all records that are designated, required or prescribed by either Department or the Texas Juvenile Probation Commission. In addition, Contractor shall permit Department and the Texas Juvenile Probation Commission to audit or inspect records and reports, review services and/or evaluate the performance of the services provided hereunder at any time. Contractor shall provide reasonable access to all records, books, reports and other pertinent data and information needed to accomplish reviews of activities, services and expenditures of the Department.

4. Contractor shall adopt and implement workplace guidelines concerning persons with AIDS and HIV infection and shall develop and implement guidelines regarding confidentiality of AIDS and HIV-related medical information for employees of Contractor and for Clients, inmates, patients and/or residents served by Contractor.

5. As consideration for the above and forgoing, Contractor shall submit a monthly billing statement to the Department (P.O. Box 267, Edinburg, Texas 78540). Said statement must provide an itemized list of services rendered to Department during the statement period, based on the following schedule of fees:

- a) Individual Counseling Fee Per Hour – \$85.00 Maximum/Per Hour/Per Individual
- b) Family Counseling Fee Per Hour – \$ 85.00 Maximum/Per Hour/Per Family
- c) Group Counseling Fee Per Hour – \$28.00 Maximum/Per Hour/Per Individual/Per Group
- d) Initial Intake Fee Per Hour – \$135.00 Maximum/Per Hour/Per Intake
- e) Court Fee Cost Per Hour – \$ 80.00 Maximum/Per Hour
- f) Consultation Fee Per Hour -- \$ 50.00 Maximum/Per Hour

Upon receipt of said statement, Department shall submit a requisition for payment of said

services in the customary manner provided for payments utilized by Hidalgo County, Texas.

Department will notify Contractor when state funds are used to pay for services. Contractor will account separately for the receipt and expenditure of state funds received from Department.

Contractor will comply with Department's specified accounting, reporting, and auditing requirements applicable to any state funds paid to Contractor under this Contract. In any event, Contractor agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Contract and to keep adequate books and records of all such receipts and/or expenditures.

6. Contractor must comply with all applicable Department and Hidalgo County policies and with any applicable federal, state, or local laws, regulations, orders or ordinances applicable to the services provided by Contractor under this Contract. Notwithstanding the foregoing sentence, Contractor represents and maintains that it is an independent contractor and is not an employee of Department, Hidalgo County, Texas, or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Department, Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Contractor agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

7. Department and Contractor agree that either party may terminate this contract at any time for any reason or no reason at all upon the giving of thirty (30) days prior written notice to the other party.

8. Department hereby notifies Contractor that this Contract may be wholly or partially funded with state grant funds and as such, this Contract shall be subject to termination without

penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature.

9. Contractor agrees to provide liability insurance covering its activities in providing the Services for Department in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish County a certificate issued by the professional liability insurance insurer that such insurance is in full force and effect. In addition, Contractor agrees to hold County harmless for any and all claims arising out of any activity conducted by Contractor in providing services under this Contract.

10. Except as otherwise herein provided, Contractor may not assign the obligations or rights under this Contract to any person without the prior written consent of Department.

11. It is intended that the "Term" of the contract will be for an initial period of one (1) year, with County's option to renew/extend for an additional two (2), one (1) year terms, under the same rates, terms and conditions. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next term, under the same rates, terms and conditions.

12. Contractor agrees to abide by all appropriate performance standards and sanctions and/or penalties that may be imposed by Department, the Texas Juvenile Probation Commission, and/or the Criminal Justice Division, Office of the Governor pursuant to contracts and/or grant arrangements with such entities, if any.

13. Nothing in this Contract shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Contract and any present or future law, ordinance or administrative, executive or judicial regulation, order or

decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Contract shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

14. Department will conduct regular financial and programmatic monitoring of Contractor if Contractor is paid in whole or in part with state funds to ensure performance of and compliance with contractual provisions between Department and Contractor. If required by the Texas Juvenile Probation Commission, Department will complete and Contractor will cooperate with Department, upon request by Department, in furnishing such information and documentation as Department may require in completing the Texas Juvenile Probation Commission Private Service Provider Contractual Monitoring and Evaluation Report to monitor Contractor's compliance with contractual requirements. If Contractor fails to deliver quality service, fails to achieve the defined goals, outcomes, strategies and outputs set by Department, or if Contractor fails to comply with any conditions in this Contract, then Department shall have the right to terminate this Contract upon the giving of ten (10) days prior written notice to Contractor.

15. No waiver by Department of any breach of any provision of this Contract shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

16. This Contract contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreements in connection with this Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by Department and Contractor, and not otherwise.

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

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

If to Department: Judge Mario E. Ramirez, Jr. Juvenile Justice Center
Attention: Israel "Buddy" Silva, Jr.
P.O. Box 267
Edinburg, Texas 78540

If to Contractor: **Maria Cristina Quilantan Diaz d/b/a
Counseling Center Of South Texas
5400 S. Jackson Road
Edinburg, Texas 78539**

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

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

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

21. All pronouns used in this Contract shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may appropriate.

22. The execution and performance of this Contract by Department and Contractor have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes the valid and enforceable obligations of Department and Contractor in accordance with its terms.

EXECUTED as of the day and year first written above.

DEPARTMENT:

HIDALGO COUNTY JUVENILE PROBATION DEPARTMENT

BY: _____ DATE: _____

Israel "Buddy Silva, Jr.", Director
and Chief Juvenile Probation Officer

JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER

BY: _____ DATE: _____

Hon. Mario E. Ramirez, Jr., 332nd District Court
Juvenile Department Overseer

CONTRACTOR:

BY: _____ DATE: _____

Request for Proposal
"JUDGE MARIO E. RAMIREZ, JR. JUSTICE CENTER -
EXPANSION FOR: POOL FOR LICENSED PROFESSIONAL COUNSELOR(S)"

RFP NO: 2008-408-11-05-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: Counseling Center of South Texas
Address: 5400 S. Jackson Road
Edinburg TX 78539

By: [Signature]
Printed Name: Maria Cristina Quintana, Esq.

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code
A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

Counseling Center of South Texas

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

W/A
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A Is the local government officer named in this section receiving or likely to receive taxable income other than investment income, from the filer of the questionnaire?

Yes No

B Is the filer of the questionnaire receiving or likely to receive taxable income other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D Describe each employment or business relationship with the local government officer named in this section

4

[Signature]
Signature of person doing business with the governmental entity

11/3/07
Date

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, Maria Cristina Buehler Diaz, being first duly sworn, deposes that:

- (1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.
- (2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.
- (3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County County Commissioner's Court.
- (4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title: _____

Subscribed and sworn to before me this 7th day of April, 2008.

Notary Public Lorena Bocanegra

My commission expires: 2010, 2008.



HIDALGO COUNTY PURCHASING DEPARTMENT Proposer/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629,
in person or regular mail to: 2802 South Hwy 281, Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: <u>Consulting Corp. San Antonio</u> Telephone No. (956) <u>631-9000</u>	
dba Name:	
Legal Name:	
Mailing Address: <u>5400 S. JACKSON ROAD</u> Fax No. (956) <u>631-9013</u>	
Physical Address: <u>5400 S JACKSON ROAD</u>	
City, State, Zip <u>Edinburg, TX 78539</u> Tax I.D. No. <u>30-51-33010</u>	
Remit to Address: <u>SUDA</u> City, State, Zip	
E-Mail Address: <u>rcstee@yabco.com</u>	
Representative(s) Name(s) & Title(s) <u>Maria Cristina Quintana Diaz</u>	
Type of Organization (check one): <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> LLC <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Other, Specify _____	
State Identification No. _____ (Please attached completed W-9 form with this application)	
Federal Identification No. or (if individual) SS No. <u>30-51-33010</u>	
State of Incorporation: <u>Texas</u> Date: <u>01/2006</u> Other: _____	
Type of Business (check one): <input type="checkbox"/> Manufacturer <input type="checkbox"/> Wholesaler <input type="checkbox"/> Retailer <input type="checkbox"/> Broker <input type="checkbox"/> Distributor <input checked="" type="checkbox"/> Service Organization <input type="checkbox"/> Other, Specify _____	
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts: <u>Maria Cristina Quintana Diaz</u>	
Small and/or Disadvantaged Business Information (check application criteria)	
Small Business: <input type="checkbox"/> Less than 125,000 annual gross receipt <input type="checkbox"/> Less than 250,000 annual gross receipt <input type="checkbox"/> Less than 499,000 annual gross receipt <input type="checkbox"/> More than 500,000 annual gross receipt	
Disadvantaged Business (At Least 51% Ownership) <input type="checkbox"/> Black American <input checked="" type="checkbox"/> Hispanic American <input type="checkbox"/> Native American <input type="checkbox"/> Asian Pacific American <input checked="" type="checkbox"/> Women <input type="checkbox"/> Other	
Have you been certified as a HUB or an MBE/WBE source?: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Indicate Certification No.(s): _____ or are Certificate(s) attached?: <input type="checkbox"/> Yes <input type="checkbox"/> No	
What type of product(s) is/are solicited by your company?: <u>Consulting</u>	
Would you like to be provided with specifications for procurements of such products?: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
To Be Completed by the County: Rec'd by (Purchasing): _____ Date Rec'd by (Purchasing): _____	
Date Forwarded Information to Auditor's Office: _____ Entry Date: _____ Vendor No.: _____	

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: Yes No

If yes, by whom?: Texas Building & Procurement Commission Other _____

Indicate Certification No(s): _____ or Are Certificate(s) Attached?: Yes No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: _____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: () _____
Subcontract Amount: \$ _____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: () _____
Subcontract Amount: \$ _____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: () _____
Subcontract Amount: \$ _____ Description of Work to be Performed: _____

**Request for Taxpayer
 Identification Number and Certification**

Give form to the requester. Do not send to the IRS.

Print or type
 See Specific Instructions on page 2.

Name (as shown on your income tax return):
Maria Cristina Buitan Diaz

Business name, if different from above:
Counseling Center of South Texas

Check appropriate box: Individual/Sole proprietor Corporation Partnership Other Exempt from backup withholding

Address (number, street, and apt. or suite no.):
5400 S. Jackson Road

City, state, and ZIP code:
Edinburg TX 78539

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

--	--	--	--	--	--	--	--	--	--

or

Employer identification number

205133010

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person *Maria Cristina Buitan Diaz* Date *10/1/08*

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

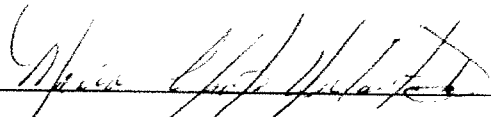
If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

**Certification
Regarding Debarment, Suspension Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default.

Signature: 
Print Name: Maria Cristina Bustamante Diaz
Title: owner
Telephone Number: (954) 631-9000
Date: 10/7/08

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.



CNA Plaza,
Chicago, IL 60685

Healthcare Providers Service
Organization Purchasing Group
Certificate of Insurance
OCCURRENCE POLICY FORM



Healthcare Providers Service Organization

Producer	Branch	Prefix	Policy Number	Policy Period
018098	970	HPG	270481762-8	from: 12:01 AM Standard Time on: 07/30/08 to: 12:01 AM Standard Time on: 07/30/09
Named Insured and Address				Program Administrator
MARIA C QUILANTAN 5400 S JACKSON RD EDINBURG TX 78539-6672 Medical Specialty: Marriage/Family Counselor				Healthcare Providers Service Organization 159 East County Line Road Hatboro, PA 19040-1218
Code: 80723				Insurance Provided by
				American Casualty Company of Reading, Pennsylvania 333 S. Wabash Avenue Chicago, IL 60604
COVERAGE PARTS				LIMITS OF LIABILITY

A. PROFESSIONAL LIABILITY

Professional Liability	\$1,000,000.00 each claim	\$3,000,000.00 aggregate
Good Samaritan Liability	Included above	
Personal Injury Liability	Included above	
Malplacement Liability	Included above	

B. Coverage Extensions

License Protection	\$10,000.00 per proceeding	\$25,000.00 aggregate
Defendant Expense Benefit		\$10,000.00 aggregate
Deposition Representation	\$2,500.00 per deposition	\$5,000.00 aggregate
Assault	NONE per incident	NONE aggregate
Medical Payments	\$2,000.00 per person	\$100,000.00 aggregate
First Aid		\$2,500.00 aggregate
Damage of Property of Others	\$500.00 per incident	\$10,000.00 aggregate

C. WORKPLACE LIABILITY

Coverage part C. does not apply if Coverage part D. is made part of this policy.

Workplace Liability	Included in A. Professional Liability Limit shown above	
Fire and Water Legal Liability	Included above subject to	\$150,000 sub-limit
Personal Liability		\$1,000,000.00 aggregate

D. GENERAL LIABILITY

Coverage part D. does not apply if Coverage part C. is made part of this policy.

General Liability	None	None
Fire & Water Legal Liability	None	None
Personal Liability		None

Total Premium \$254.00

Premium reflects self-employed, full-time rate.

Policy forms and endorsements attached at inception

QUESTIONS? CALL: 1-800-982-9491

G-121500 C G 121501-C G-121503-C G-145184-A G-147292-A G 144872-A G-123846-C42
G 53752-C42

Master Policy: 188711433

Chairman of the Board

Secretary

Keep this document in a safe place. This and your cancelled check act as proof of coverage.

TEXAS STATE BOARD OF EXAMINERS
OF PROFESSIONAL COUNSELORS



certifies that the person identified below is a
LICENSED PROFESSIONAL COUNSELOR
Maria Cristina Quilantan, Ed.D.

14901
208596

LICENSE NUMBER:

CONTROL NUMBER:
7/13/1998

EXPIRES: 5/31/2008

Bobbi Alexander



Search Results List

A license may have one or two statuses. The first status is normally "Current" which means the license is in good standing. If the first status is "Expired" or "Null and Void", or if either status shows "Inactive", the licensee may not practice in the profession and/or operate as a licensed business. For information on additional or disciplinary license statuses, please contact the board or program.

Click on "Name" to see details.

Press "Back" to return to the previous screen.

Press "New Search" to start a new search.

Search Criteria		Search By Name		
Last Name:	Quilantan			
First Name:	Maria C			
Name	License Number	License Rank	Status	Expiration Date
QUILANTAN, MARIA C	14901	Licensed Professional Counselor	Current, Active	05/31/2010

Back

New Search

CERTIFICATE OF INSURANCE

INSURED

Name

Yvonne Castillo

Address

413 W. Xanthisma

City, State, Zip

McAllen, TX 78504

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.

PRODUCER

David J. Smith, Agent Broker
3130 Broadway
PO Box 418131
Kansas City, MO 64141-8131

COMPANY AFFORDING COVERAGE

Savers Property & Casualty/Star Insurance Co.

COVERAGE

This is to certify that the policy of insurance listed below has 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 the respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

TYPE OF INSURANCE

ASCA MEMBER EDUCATORS
PROFESSIONAL LIABILITY

POLICY NUMBER

CGL000011 Student

Member No. 81020

LIMIT OF LIABILITY

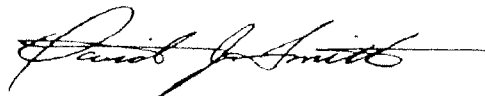
\$1,000,000.00 LIMIT \$1,000,000.00 AGGREGATE

MEMBERSHIP/POLICY EFFECTIVE DATE

8/29/08

POLICY EXPIRATION DATE

8/29/09



David J. Smith
Authorized Representative

B. Educators Employment Liability Acts or Omissions Limit of Liability:

\$ 1,000,000 per Insured for each **Educators Employment Liability Act or Omission**

\$ 1,000,000 Aggregate per Insured for all **Educators Employment Liability Acts or Omissions**

(see Item 4. F. for sublimit regarding **Claims** we elect to defend)

C. Bail Bond Coverage Limit:

\$ 1,000 Per Bail Bond, Per **Policy Period**

E. Sexual Misconduct Defense Coverage Limit:

\$ 35,000 Per **Claim**, Per **Policy Period**

\$ 35,000 Aggregate, Per **Policy Period**

D. Corporal Punishment Defense Coverage Limit:

\$ 10,000 Per **Claim**, Per **Policy Period**

F. Educators Employment Liability Act or Omission Defense Limit:

\$ 5,000 Per Insured for each **Educators Employment Liability Act or Omission**

\$ 5,000 Aggregate, per **Policy Period**

The following forms and endorsements are made a part of and attached to this policy at inception:

0901IL0903, 4382PL0805, 4394PL0804, 4395PL0804, 4397PL0804, 4223PL0104, 4289PL0104, 4169IL1004, 4459PL1004, Privacy Notice, State Mandatory Endorsements



Search Results List

A license may have one or two statuses. The first status is normally "Current" which means the license is in good standing. If the first status is "Expired" or "Null and Void", or if either status shows "Inactive", the licensee may not practice in the profession and/or operate as a licensed business. For information on additional or disciplinary license statuses, please contact the board or program.

Click on "Name" to see details.

Press "Back" to return to the previous screen.

Press "New Search" to start a new search.

Search Criteria

Search by License Number

License Type: **Professional Counselor**

License Number: **60617**

Name	License Number	License Rank	Status	Expiration Date
CASTILLO, YVONNE	60617	Licensed Professional Counselor	Current, Active	07/31/2010

Back

New Search



Texas State Board of Examiners
of Professional Counselors

DOES HEREBY CERTIFY THAT

Yvonne Orozco Castillo, Ph. D.

meets the qualifications established in Texas Occupations Code, Chapter 503 to practice the profession of counseling and is authorized to employ the title

Licensed Professional Counselor

in the State of Texas, so long as this certificate is not revoked or suspended and is renewed according to applicable law and rules.



Texas State Board of Examiners
of Professional Counselors

License Number 60617

Effective 07/23/2004

certifies that the person identified below is a

Licensed Professional Counselor

Yvonne Orozco Castillo, Ph. D.

INVALID WITHOUT CURRENT
RENEWAL CARD

License Number 60617

Control Number 227474

Expires 7/31/2010

Judith Powell, Presiding Officer

Cardholder Signature

Presiding Officer



**Texas State Board of Examiners
of Professional Counselors**

certifies that the person identified below is a

**Licensed Professional Counselor
Zonia G. Garza, M. Ed.**

License Number 60212

Control Number 220156

Expires 7/31/2009

J. Powell

Presiding Officer

Cardholder Signature

Display this card with your certificate



**Texas State Board of Examiners
of Professional Counselors**

certifies that the person identified below is a

**Licensed Professional Counselor
Zonia G. Garza, M. Ed.**

License Number 60212

Control Number 220156

Expires 7/31/2009

J. Powell

Presiding Officer

Cardholder Signature

Carry this card with you



Search Results List

A license may have one or two statuses. The first status is normally "Current" which means the license is in good standing. If the first status is "Expired" or "Null and Void", or if either status shows "Inactive", the licensee may not practice in the profession and/or operate as a licensed business. For information on additional or disciplinary license statuses, please contact the board or program.

Click on "Name" to see details.

Press "Back" to return to the previous screen.

Press "New Search" to start a new search.

Search Criteria

Search by License Number

License Type: **Professional Counselor**

License Number: **60212**

Name	License Number	License Rank	Status	Expiration Date
GARZA, ZONIA G.	60212	Licensed Professional Counselor	Current, Active	07/31/2009

Back

New Search



Healthcare Providers Service
Organization Purchasing Group
Certificate of Insurance
OCCURRENCE POLICY FORM



Producer	Branch	Prefix	Policy Number	Policy Period
018098	970	HPG	286289593-8	from: 12:01 AM Standard Time on: 08/01/08 to: 12:01 AM Standard Time on: 08/01/09
Named Insured and Address				Program Administrator
SANTIAGO SILVA 728 KANSAS ST MERCEDDES TX 78570-3236 Medical Specialty: Counselor Educator				Healthcare Providers Service Organization 159 East County Line Road Hatboro, PA 19040-1218
Code: 80723				Insurance Provided by
				American Casualty Company of Reading, Pennsylvania 333 S. Wabash Avenue Chicago, IL 60604
COVERAGE PARTS				LIMITS OF LIABILITY

A. PROFESSIONAL LIABILITY

Professional Liability	\$1,000,000.00 each claim	\$3,000,000.00 aggregate
Good Samaritan Liability	Included above	
Personal Injury Liability	Included above	
Malplacement Liability	Included above	

B. Coverage Extensions

License Protection	\$10,000.00 per proceeding	\$25,000.00 aggregate
Defendant Expense Benefit		\$10,000.00 aggregate
Deposition Representation	\$2,500.00 per deposition	\$5,000.00 aggregate
Assault	NONE per incident	NONE aggregate
Medical Payments	\$2,000.00 per person	\$100,000.00 aggregate
First Aid		\$2,500.00 aggregate
Damage of Property of Others	\$500.00 per incident	\$10,000.00 aggregate

C. WORKPLACE LIABILITY

Coverage part C does not apply if Coverage part D is made part of this policy.

Workplace Liability	Included in A. Professional Liability Limit shown above	
Fire and Water Legal Liability	Included above subject to	\$150,000 sub-limit
Personal Liability		\$1,000,000.00 aggregate

D. GENERAL LIABILITY

Coverage part D does not apply if Coverage part C is made part of this policy.

General Liability	None	None
Fire & Water Legal Liability	None	None
Personal Liability		None

Total Premium \$145.00

Premium reflects employed, full-time rate.

Policy forms and endorsements attached at inception

QUESTIONS? CALL: 1-800-982-9491

G-121500-C G-121501-C G-121503-C G-145184-A G-147292-A G-144872-A G-123846-C42
G-53752-C42 GSL-5587

Master Policy: 188711433

Chairman of the Board

Secretary

Keep this document in a safe place. This and your cancelled check act as proof of coverage.



Texas State Board of Examiners
of Professional Counselors

certifies that the person identified below is a

Licensed Professional Counselor

Santiago Silva, Ph.D.

License Number 4629

Control Number 210890

Expires 10/31/2008

Santiago Silva

Cardholder Signature

Charles R. Powell

Presiding Officer



Division for Regulatory Services - Online License Services [Return to the Main Menu](#)

Search Results List

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Click on "Name" to see details.

Press "Back" to return to the previous screen.

Press "New Search" to start a new search.

Search Criteria **Search by License Number**

License Type: **Professional Counselor**

License Number: **4629**

Name	License Number	License Rank	Status	Expiration Date
SILVA, SANTIAGO	4629	Licensed Professional Counselor	Current, Active	10/31/2010

[Back](#) [New Search](#)





Healthcare Providers Service
Organization Purchasing Group
Certificate of Insurance
OCCURRENCE POLICY FORM



Producer	Branch	Prefix	Policy Number	Policy Period
018098	970	HPG	298735860-8	from: 12:01 AM Standard Time on: 12/13/08 to: 12:01 AM Standard Time on: 12/13/09
Named Insured and Address				Program Administrator
MARIBEL CORONA 303 N OREGANO ST EDINBURG TX 78541 7250 Medical Specialty: Licensed Professional Counselor				Healthcare Providers Service Organization 159 East County Line Road Hatboro, PA 19040-1218
Code: 80723				Insurance Provided by American Casualty Company of Reading, Pennsylvania 333 S Wabash Avenue Chicago, IL 60604
COVERAGE PARTS				LIMITS OF LIABILITY

A. PROFESSIONAL LIABILITY

Professional Liability	\$1,000,000.00 each claim	\$3,000,000.00 aggregate
Good Samaritan Liability	Included above	
Personal Injury Liability	Included above	
Malplacement Liability	Included above	

B. Coverage Extensions

License Protection	\$10,000.00 per proceeding	\$25,000.00 aggregate
Defendant Expense Benefit		\$10,000.00 aggregate
Deposition Representation	\$2,500.00 per deposition	\$5,000.00 aggregate
Assault	NONE per incident	NONE aggregate
Medical Payments	\$2,000.00 per person	\$100,000.00 aggregate
First Aid		\$2,500.00 aggregate
Damage to Property of Others	\$500.00 per incident	\$10,000.00 aggregate

C. WORKPLACE LIABILITY

Coverage part C. does not apply if Coverage part D. is made part of this policy.

Workplace Liability	Included in A. Professional Liability Limit shown above	
Fire and Water Legal Liability	Included above subject to	\$150,000 sub-limit
Personal Liability		\$1,000,000.00 aggregate

D. GENERAL LIABILITY

Coverage part D. does not apply if Coverage part C. is made part of this policy.

General Liability	None	None
Fire & Water Legal Liability	None	None
Personal Liability		None

Total Premium \$158.00

Premium reflects self-employed, part-time rate.

Policy forms and endorsements attached at inception

QUESTIONS? CALL: 1-800-982-9491

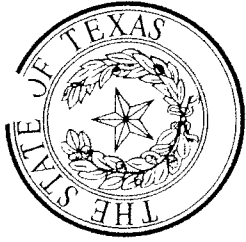
G-121500-D G-121501-C G-121503-C G-145184-A G-147292-A GSL3886 GSL3908 G-123846-C42
G-53752-C42

Master Policy: 188711433

Irish Ken HF
Chairman of the Board

John A. White
Secretary

Keep this document in a safe place. This and your cancelled check act as proof of coverage.



**Texas State Board of Examiners
of Professional Counselors**

DOES HEREBY CERTIFY THAT

Maribel Corona, M. Ed.

meets the qualifications established in Texas Occupations Code, Chapter 503 to practice the profession of counseling and is authorized to employ the title

Licensed Professional Counselor

in the State of Texas, so long as this certificate is not revoked or suspended and is renewed according to applicable law and rules.



**Texas State Board of Examiners
of Professional Counselors**

certifies that the person identified below is a

**Licensed Professional Counselor
Maribel Corona, M. Ed.**

License Number 61863
Control Number 221623

Expires 8/31/2009

Maribel Corona Judith D. Powell

Judith D. Powell

Judith Powell, Presiding Officer



TEXAS

Department of State Health Services

Contact Us | Internet Policy

Division for Regulatory Services - Online License Services

Return to the Main Menu

Search Results List

A license may have one or two statuses. The first status is normally "Current" which means the license is in good standing. If the first status is "Expired" or "Null and Void", or if either status shows "Inactive", the licensee may not practice in the profession and/or operate as a licensed business. For information on additional or disciplinary license statuses, please contact the board or program.

Click on "Name" to see details.

Press "Back" to return to the previous screen.

Press "New Search" to start a new search.

Search Criteria

Search by License Number

License Type: **Professional Counselor**

License Number: **61863**

Name	License Number	License Rank	Status	Expiration Date
CORONA, MARIBEL	61863	Licensed Professional Counselor	Current, Active	08/31/2009

Back

New Search



HEALTHCARE PROVIDERS
SERVICE ORGANIZATION
PURCHASING GROUP
CERTIFICATE OF INSURANCE
OCCURRENCE POLICY FORM

FORM NO. 03/15/00

Producer	Branch	Prefix	Policy Number	Policy Period
018098	970	HPG	0296362113	from: 12:01 AM Standard Time on: 02/27/08 to: 12:01 AM Standard Time on: 02/27/09
Named Insured and Address:				Program Administrator:
Roxanne A Trevino PO Box 466 Elsa, TX 78543-0466				Healthcare Providers Service Organization 159 East County Line Road Hatboro, PA 19040-1218
Medical Specialty: Licensed Professional Counselor			Code: 80723	Insurance Provided by:
				American Casualty Company of Reading, Pennsylvania 333 S. Wabash Avenue, Chicago, IL 60604
COVERAGE PARTS			LIMITS OF LIABILITY	

A. PROFESSIONAL LIABILITY

Professional Liability (PL)	\$ 1,000,000	each claim	\$ 3,000,000	aggregate
Good Samaritan Liability	included above			
Personal Injury Liability	included above			
Malplacement Liability	included above			

B. COVERAGE EXTENSIONS:

License Protection	\$ 10,000	per proceeding	\$ 25,000	aggregate
Defendant Expense Benefit				
Deposition Representation	\$ 2,500	per deposition	\$ 5,000	aggregate
Assault	\$ 0	per incident	\$ 0	aggregate
Medical Payments	\$ 2,000	per person	\$ 100,000	aggregate
First Aid				
Damage to Property of Others	\$ 500	per incident	\$ 10,000	aggregate

C. WORKPLACE LIABILITY

Coverage part C. Workplace Liability does not apply if Coverage part D. General Liability is made part of this policy.

Workplace Liability	included in A. PL limit shown above			
Fire & Water Legal Liability	included in A. PL limit shown above subject to \$150,000 sub-limit			
Personal Liability				\$1,000,000 aggregate

D. GENERAL LIABILITY

Coverage part D. General Liability does not apply if Coverage part C. Workplace Liability is made part of this policy.

General Liability (GL)	none	none
Hired Auto & Non Owned Auto	none	
Fire & Water Legal Liability	none	none
Personal Liability		none

Total Premium: \$ 120.00

QUESTIONS? CALL: 1-800-982-9491

Policy forms and endorsements attached at inception:

G-121500-C G-121503-C G-121501-C G-53752-C42
G-145184-A G-147292-A G-144872-A G-123846-C42

Master Policy # 188711433

Keep this document in a safe place. It and proof of payment are evidence of your insurance coverage.


Chairman of the Board


Secretary

G-141241-A (07/2001)

Coverage Change Date:

Endorsement Change Date:



**Texas State Board of Examiners
of Professional Counselors**

DOES HEREBY CERTIFY THAT

Roxanne Aliza Trevino, Ph.D.

meets the qualifications established in Texas Occupations Code, Chapter 503 to practice the profession of
counseling and is authorized to employ the title

Licensed Professional Counselor

in the State of Texas, so long as this certificate is not revoked or suspended and is renewed according to
applicable law and rules.

License Number 62770
Effective 01/29/2007

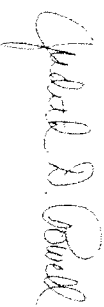
INVALID WITHOUT CURRENT
RENEWAL CARD



Texas State Board of Examiners
of Professional Counselors
certifies that the person identified below is a
Licensed Professional Counselor
Roxanne Alisa Trevino, M.S.

License Number 62770
Control Number 229182

Expires 9/30/2010


Judith Powell, Presiding Officer







TEXAS

Department of State Health Services

Contact Us | Internet Policy

Division for Regulatory Services - Online License Services

[Return to the Main Menu](#)

Search Results List

A license may have one or two statuses. The first status is normally "Current" which means the license is in good standing. If the first status is "Expired" or "Null and Void", or if either status shows "Inactive", the licensee may not practice in the profession and/or operate as a licensed business. For information on additional or disciplinary license statuses, please contact the board or program.

Click on "Name" to see details.

Press "Back" to return to the previous screen.

Press "New Search" to start a new search.

Search Criteria

Search by License Number

License Type: **Professional Counselor**

License Number: **62770**

Name	License Number	License Rank	Status	Expiration Date
Trevino, Roxanne A.	62770	Licensed Professional Counselor	Current, Active	09/30/2010

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**HEALTHCARE PROVIDERS
SERVICE ORGANIZATION
PURCHASING GROUP
CERTIFICATE OF INSURANCE
OCCURRENCE POLICY FORM**

Producer	Branch	Prefix	Policy Number	Policy Period
018098	970	HPG	0273326589	from: 12:01 AM Standard Time on: 01/12/08 to: 12:01 AM Standard Time on: 01/12/09
Named Insured and Address:				Program Administrator:
Mary E Garcia 13389 farm road 1921 Lyford, TX 78569				Healthcare Providers Service Organization 159 East County Line Road Hatboro, PA 19040-1218
Medical Specialty: Mental Health Counselor		Code: 80723	Insurance Provided by: American Casualty Company of Reading, Pennsylvania 333 S. Wabash Avenue, Chicago, IL 60604	
COVERAGE PARTS			LIMITS OF LIABILITY	

A. PROFESSIONAL LIABILITY

Professional Liability (PL)	\$ 1,000,000	each claim	\$ 3,000,000	aggregate
Good Samaritan Liability	included above			
Personal Injury Liability	included above			
Malplacement Liability	included above			

B. COVERAGE EXTENSIONS:

License Protection	\$ 10,000	per proceeding	\$ 25,000	aggregate
Defendant Expense Benefit				\$ 10,000 aggregate
Deposition Representation	\$ 2,500	per deposition	\$ 5,000	aggregate
Assault	\$ 0	per incident	\$ 0	aggregate
Medical Payments	\$ 2,000	per person	\$ 100,000	aggregate
First Aid				\$ 2,500 aggregate
Damage to Property of Others	\$ 500	per incident	\$ 10,000	aggregate

C. WORKPLACE LIABILITY

Coverage part C. Workplace Liability does not apply if Coverage part D. General Liability is made part of this policy.

Workplace Liability	included in A. PL limit shown above		
Fire & Water Legal Liability	included in A. PL limit shown above subject to \$150,000 sub-limit		
Personal Liability		\$1,000,000	aggregate

D. GENERAL LIABILITY

Coverage part D. General Liability does not apply if Coverage part C. Workplace Liability is made part of this policy.

General Liability (GL)	none	none
Hired Auto & Non Owned Auto	none	
Fire & Water Legal Liability	none	none
Personal Liability		none

Total Premium: \$ 120.00 QUESTIONS? CALL: 1-800-982-9491

Policy forms and endorsements attached at inception:

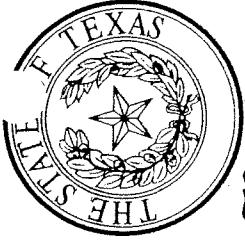
G-121500-C G-121503-C G-121501-C G-53752-C42
G-145184-A G-147292-A G-144872-A G-123846-C42

Master Policy # 188711433

Keep this document in a safe place. It and proof of payment are evidence of your insurance coverage.

Chairman of the Board

Secretary



Texas State Board of Examiners of Professional Counselors

DOES HEREBY CERTIFY THAT

Mary Elisa Garcia, M.S.

meets the qualifications established in Texas Occupations Code, Chapter 503 to practice the profession of counseling and is authorized to employ the title

Licensed Professional Counselor

in the State of Texas, so long as this certificate is not revoked or suspended and is renewed according to applicable law and rules.



Texas State Board of Examiners
of Professional Counselors

certifies that the person identified below is a

Licensed Professional Counselor

Mary Elisa Garcia, M.S.

License Number 01089

Control Number 210946

Expires 8/31/2008

Mary Elisa Garcia
Judith D. Powell

Judith D. Powell

Judith Powell, Presiding Officer



Search Results List

A license may have one or two statuses. The first status is normally "Current" which means the license is in good standing. If the first status is "Expired" or "Null and Void", or if either status shows "Inactive", the licensee may not practice in the profession and/or operate as a licensed business. For information on additional or disciplinary license statuses, please contact the board or program.

Click on "Name" to see details.

Press "Back" to return to the previous screen.

Press "New Search" to start a new search.

Search Criteria

Search by License Number

License Type: **Professional Counselor**

License Number: **61089**

Name	License Number	License Rank	Status	Expiration Date
GARCIA, MARY E	61089	Licensed Professional Counselor	Current, Active	08/31/2010

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**HEALTHCARE PROVIDERS
SERVICE ORGANIZATION
PURCHASING GROUP
CERTIFICATE OF INSURANCE
OCCURRENCE POLICY FORM**

Producer	Branch	Prefix	Policy Number	Policy Period
018098	970	HPG	0296674299	from: 12:01 AM Standard Time on: 06/01/08 to: 12:01 AM Standard Time on: 06/01/09
Named Insured and Address:				Program Administrator:
Pablo Moreno 2316 W Elisa Ln Apt 5 Edinburg, TX 78541-3020				Healthcare Providers Service Organization 159 East County Line Road Hatboro, PA 19040-1218
Medical Specialty: Licensed Professional Counselor				Insurance Provided by: American Casualty Company of Reading, Pennsylvania 333 S. Wabash Avenue, Chicago, IL 60604
			Code: 80723	
COVERAGE PARTS			LIMITS OF LIABILITY	

A. PROFESSIONAL LIABILITY

Professional Liability (PL)	\$ 1,000,000	each claim	\$ 3,000,000	aggregate
Good Samaritan Liability	included above			
Personal Injury Liability	included above			
Malplacement Liability	included above			

B. COVERAGE EXTENSIONS:

License Protection	\$ 10,000	per proceeding	\$ 25,000	aggregate
Defendant Expense Benefit	included above			
Deposition Representation	\$ 2,500	per deposition	\$ 5,000	aggregate
Assault	\$ 0	per incident	\$ 0	aggregate
Medical Payments	\$ 2,000	per person	\$ 100,000	aggregate
First Aid	included above			
Damage to Property of Others	\$ 500	per incident	\$ 10,000	aggregate

C. WORKPLACE LIABILITY

Coverage part C. Workplace Liability does not apply if Coverage part D. General Liability is made part of this policy.

Workplace Liability	included in A. PL limit shown above			
Fire & Water Legal Liability	included in A. PL limit shown above subject to \$150,000 sub-limit			
Personal Liability				\$1,000,000 aggregate

D. GENERAL LIABILITY

Coverage part D. General Liability does not apply if Coverage part C. Workplace Liability is made part of this policy.

General Liability (GL)	none	none		
Hired Auto & Non Owned Auto	none			
Fire & Water Legal Liability	none	none		
Personal Liability				none

Total Premium: \$ 317.00 **QUESTIONS? CALL: 1-800-982-9491**

Policy forms and endorsements attached at inception.

G-121500-C G-121503-C G-121501-C G-53752-C42
G-145184-A G-147292-A G-144872-A G-123846-C42

Master Policy # 188711433

Keep this document in a safe place. It and proof of payment are evidence of your insurance coverage.

[Signature]
Chairman of the Board

[Signature]
Secretary



**Texas State Board of Examiners
of Professional Counselors**

certifies that the person identified below is a

**Licensed Professional Counselor
Pablo Moreno, M.Ed.**

License Number 61659

Control Number 217336

Expires 2/28/2009

Pablo Moreno
Cardholder Signature

Pablo Moreno
Presiding Officer



**Texas State Board of Examiners
of Professional Counselors**

DOES HEREBY CERTIFY THAT

Pablo Moreno, M.Ed.

meets the qualifications established in Texas Occupations Code, Chapter 503 to practice the profession of
counseling and is authorized to employ the title

Licensed Professional Counselor

in the State of Texas, so long as this certificate is not revoked or suspended and is renewed according to
applicable law and rules.

License Number 61659

Effective 07/11/2007

INVALID WITHOUT
CURRENT RENEWAL CARD

A handwritten signature in cursive script, appearing to read "Judith Powell".

Judith Powell, Presiding Officer



Search Results List

A license may have one or two statuses. The first status is normally "Current" which means the license is in good standing. If the first status is "Expired" or "Null and Void", or if either status shows "Inactive", the licensee may not practice in the profession and/or operate as a licensed business. For information on additional or disciplinary license statuses, please contact the board or program.

Click on "Name" to see details.

Press "Back" to return to the previous screen.

Press "New Search" to start a new search.

Search Criteria

Search by License Number

License Type: **Professional Counselor**

License Number: **61659**

Name	License Number	License Rank	Status	Expiration Date
MORENO, PABLO	61659	Licensed Professional Counselor	Current, Active	02/28/2009

[Back](#)

[New Search](#)



**HEALTHCARE PROVIDERS
SERVICE ORGANIZATION
PURCHASING GROUP
CERTIFICATE OF INSURANCE
OCCURRENCE POLICY FORM**

Producer	Branch	Prefix	Policy Number	Policy Period
018098	970	HPG	0285188779	from: 12:01 AM Standard Time on: 09/30/08 to: 12:01 AM Standard Time on: 09/30/09
Named Insured and Address:			Program Administrator:	
Sonia Campos 8000 E Curry Rd Edinburg, TX 78542-4440			Healthcare Providers Service Organization 159 East County Line Road Hatboro, PA 19040-1218	
Medical Specialty: Licensed Professional Counselor		Code: 80723	Insurance Provided by: American Casualty Company of Reading, Pennsylvania 333 S. Wabash Avenue, Chicago, IL 60604	
COVERAGE PARTS			LIMITS OF LIABILITY	

A. PROFESSIONAL LIABILITY

Professional Liability (PL)	\$ 1,000,000	each claim	\$ 3,000,000	aggregate
Good Samaritan Liability	included above			
Personal Injury Liability	included above			
Malplacement Liability	included above			

B. COVERAGE EXTENSIONS:

License Protection	\$ 10,000	per proceeding	\$ 25,000	aggregate
Defendant Expense Benefit			\$ 10,000	aggregate
Deposition Representation	\$ 2,500	per deposition	\$ 5,000	aggregate
Assault	\$ 0	per incident	\$ 0	aggregate
Medical Payments	\$ 2,000	per person	\$ 100,000	aggregate
First Aid			\$ 2,500	aggregate
Damage to Property of Others	\$ 500	per incident	\$ 10,000	aggregate

C. WORKPLACE LIABILITY

Coverage part C. Workplace Liability does not apply if Coverage part D. General Liability is made part of this policy.

Workplace Liability	included in A. PL limit shown above		
Fire & Water Legal Liability	included in A. PL limit shown above subject to \$150,000 sub-limit		
Personal Liability		\$1,000,000	aggregate

D. GENERAL LIABILITY

Coverage part D. General Liability does not apply if Coverage part C. Workplace Liability is made part of this policy.

General Liability (GL)	none	none
Hired Auto & Non Owned Auto	none	
Fire & Water Legal Liability	none	none
Personal Liability		none

Total Premium: \$ 120.00	QUESTIONS? CALL: 1-800-982-9491
Policy forms and endorsements attached at inception:	
G-121503-C G-121500-D G-121501-C G-53752-C42 G-145184-A G-147292-A G-123846-C42 GSL3886 GSL3908	
Master Policy # 188711433	

Keep this document in a safe place. It and proof of payment are evidence of your insurance coverage.

Chairman of the Board

Secretary



**Texas State Board of Examiners
of Professional Counselors**

certifies that the person identified below is a

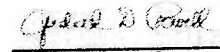
**Licensed Professional Counselor
Sonia Campos, M. Ed.**

License Number 61605

Control Number 216582

Expires 11/30/2008


Cardholder Signature


Presiding Officer



Search Results List

A license may have one or two statuses. The first status is normally "Current" which means the license is in good standing. If the first status is "Expired" or "Null and Void", or if either status shows "Inactive", the licensee may not practice in the profession and/or operate as a licensed business. For information on additional or disciplinary license statuses, please contact the board or program.

Click on "Name" to see details.

Press "Back" to return to the previous screen.

Press "New Search" to start a new search.

Search Criteria

Search by License Number

License Type: **Professional Counselor**

License Number: **61605**

Name	License Number	License Rank	Status	Expiration Date
<u>CAMPOS, SONIA</u>	61605	Licensed Professional Counselor	Current, Active	11/30/2010

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New Search



CNA Plaza,
Chicago, IL 60685

Healthcare Providers Service
Organization Purchasing Group



Certificate of Insurance

OCCURRENCE POLICY FORM

Producer	Branch	Prefix	Policy Number	Policy Number
018098	970	HPG	312407940-8	from: 12:01 AM Standard Time on: 07/01/08 to: 12:01 AM Standard Time on: 07/01/09
Name Insured and Address			Program Administrator	
MARIA L SALINAS 12719 SCARLET SAGE SAN ANTONIO TX 78253-5484			Healthcare Providers Service Organization 159 East County Line Road Hatboro, PA 19040-1218	
Medical Specialty		Code	Insurance Provided by	
Mental Health Counselor		80723	American Casualty Company of Reading, Pennsylvania 333 S. Wabash Avenue Chicago, IL 60604	
COVERAGE PARTS			LIMITS OF LIABILITY	

A. PROFESSIONAL LIABILITY			
Professional Liability	\$1,000,000.00	each claim	\$5,000,000.00 aggregate
Good Samaritan Liability	Included above		
Personal Injury Liability	Included above		
Malplacement Liability	Included above		

B. Coverage Extensions			
License Protection	\$10,000.00 per proceeding	\$25,000.00	aggregate
Defendant Expense Benefit		\$10,000.00	aggregate
Deposition Representation	\$2,500.00 per deposition	\$5,000.00	aggregate
Assault	NONE per incident	NONE	aggregate
Medical Payments	\$2,000.00 per person	\$100,000.00	aggregate
First Aid		\$2,500.00	aggregate
Damage to Property of Others	\$500 per incident	\$10,000.00	aggregate

C. WORKPLACE LIABILITY Coverage part C. does not apply if Coverage part D. is made part of the policy.			
Workplace Liability	Included in A. Professional Liability Limit shown above		
Fire and Water Legal Liability	Included above subject to	\$150,000	sub-limit
Personal Liability		\$1,000,000.00	aggregate

D. GENERAL LIABILITY Coverage part D. does not apply if Coverage part C. is made part of the policy.			
General Liability	None		
Fire & Water Legal Liability	None		
Personal Liability	None		

Total Premium \$162.00 Premium reflects self-employed, part-time rate.
 Policy forms and endorsements attached at inception QUESTIONS? CALL: 1-800-982-9491

G-121500-C G-121501-C G-121503-C G-145184-A G-147292-A G-144872-A G-123846-C42
 G-53752-C42
 Master Policy: 188711433

Irish Ken HF

John M. White

Chairman of the Board

Secretary

Keep this document in a safe place. This and your cancelled check act as proof of coverage.



**Texas State Board of Examiners
of Professional Counselors**

certifies that the person identified below is a

**Licensed Professional Counselor
Maria L. Salinas, M.Ed.**

License Number 60044

Control Number 221971

M. L. Salinas
Counselor Signature

Expires 7/31/2009

James D. Powell
Presiding Officer



Search Results List

A license may have one or two statuses. The first status is normally "Current" which means the license is in good standing. If the first status is "Expired" or "Null and Void", or if either status shows "Inactive", the licensee may not practice in the profession and/or operate as a licensed business. For information on additional or disciplinary license statuses, please contact the board or program.

Click on "Name" to see details.

Press "Back" to return to the previous screen.

Press "New Search" to start a new search.

Search Criteria **Search by License Number**

License Type: **Professional Counselor**

License Number: **60044**

Name	License Number	License Rank	Status	Expiration Date
SALINAS, MARIA L.	60044	Licensed Professional Counselor	Current, Active	07/31/2009

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**HEALTHCARE PROVIDERS
SERVICE ORGANIZATION
PURCHASING GROUP
CERTIFICATE OF INSURANCE
OCCURRENCE POLICY FORM**

Print Date: 07/11/08

Producer	Branch	Prefix	Policy Number	Policy Period
018098	970	HPG	0298914545	from: 12:01 AM Standard Time on: 07/31/08 to: 12:01 AM Standard Time on: 07/31/09
Named Insured and Address:			Program Administrator:	
Santa E Pena 3000 San Andres Mission, TX 78572-0548			Healthcare Providers Service Organization 159 East County Line Road Hatboro, PA 19040-1218	
Medical Specialty: Licensed Professional Counselor		Code: 80723	Insurance Provided by: American Casualty Company of Reading, Pennsy 333 S. Wabash Avenue, Chicago, IL 60604	
COVERAGE PARTS			LIMITS OF LIABILITY	

A. PROFESSIONAL LIABILITY

Professional Liability (PL)	\$ 1,000,000	each claim	\$ 3,000,000	aggregate
Good Samaritan Liability	included above			
Personal Injury Liability	included above			
Malplacement Liability	included above			

B. COVERAGE EXTENSIONS:

License Protection	\$ 10,000	per proceeding	\$ 25,000	aggregate
Defendant Expense Benefit				\$ 10,000 aggregate
Deposition Representation	\$ 2,500	per deposition	\$ 5,000	aggregate
Assault	\$ 0	per incident	\$ 0	aggregate
Medical Payments	\$ 2,000	per person	\$ 100,000	aggregate
First Aid				\$ 2,500 aggregate
Damage to Property of Others	\$ 500	per incident	\$ 10,000	aggregate

C. WORKPLACE LIABILITY

Coverage part C. Workplace Liability does not apply if Coverage part D. General Liability is made part of this policy.

Workplace Liability	included in A. PL limit shown above		
Fire & Water Legal Liability	included in A. PL limit shown above subject to \$150,000 sub-limit		
Personal Liability		\$1,000,000	aggregate

D. GENERAL LIABILITY

Coverage part D. General Liability does not apply if Coverage part C. Workplace Liability is made part of this policy.

General Liability (GL)	none	none
Hired Auto & Non Owned Auto	none	
Fire & Water Legal Liability	none	none
Personal Liability		none

Total Premium: \$ 158.00 **QUESTIONS? CALL: 1-800-982-9491**

Policy forms and endorsements attached at inception:

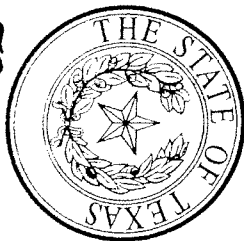
G-121500-C G-121503-C G-121501-C G-53752-C42
G-145184-A G-147292-A G-144872-A G-123846-C42

Master Policy # 188711

Keep this document in a safe place. It and proof of payment are evidence of your insurance coverage.

Irvin H. H. H.
Chairman of the Board

John M. Z. H.
Secretary



**Texas State Board of Examiners
of Professional Counselors**

DOES HEREBY CERTIFY THAT

Santa Elisa Pena, M.Ed.

meets the qualifications established in Texas Occupations Code, Chapter 503 to practice the profession of counseling and is authorized to employ the title

Licensed Professional Counselor

in the State of Texas, so long as this certificate is not revoked or suspended and is renewed according to applicable law and rules.

License Number 58212

Effective 05/17/2007

INVALID WITHOUT
CURRENT RENEWAL CARD

A handwritten signature in cursive script, appearing to read "Judith Powell".

Judith Powell, Presiding Officer



Texas State Board of Examiners
of Professional Counselors

certifies that the person identified below is a

Licensed Professional Counselor
Santa Elisa Pena, M.Ed.

License Number 58212

Control Number 216243

Expires 3/31/2009

Santa Elisa Pena, M.Ed., LPC
Cardholder Signature

[Signature]
Presiding Officer



Search Results List

A license may have one or two statuses. The first status is normally "Current" which means the license is in good standing. If the first status is "Expired" or "Null and Void", or if either status shows "Inactive", the licensee may not practice in the profession and/or operate as a licensed business. For information on additional or disciplinary license statuses, please contact the board or program.

Click on "Name" to see details.

Press "Back" to return to the previous screen.

Press "New Search" to start a new search.

Search Criteria

Search by License Number

License Type: **Professional Counselor**

License Number: **58212**

Name	License Number	License Rank	Status	Expiration Date
PENA, SANTA E.	58212	Licensed Professional Counselor	Current, Active	03/31/2009

Back

New Search

- (c) Conducting “Psychological Examinations” of the Clients as required by the Department;
- (d) Conducting “Consultation Services” as requested and required on an “As Needed Basis”;
- (e) Conducting other evaluations and tests on each Client as required by the Department;
- (f) Interpreting the results of any tests conducted under (a) (b) (c) (d) (e) or (f) stated above and submitting a written report to Department of the results of such tests and examinations, as required by Department;
- (g) Developing, implementing, monitoring and recommending to department appropriate counseling programs for the Client based on Contractor’s experience, professional training and personal observations.

All records, notes and/or reports created by Contractor and relating to services provided under this Contract shall be retained by Contractor and relating to services provided under this Contract shall be retained by Contractor for a minimum of three (3) years following the termination of this Contract, and thereafter, until any pending audit or litigation and all questions arising therefrom concerning such records are resolved by a final unappealable determination of any applicable court or agency. Contractor agrees to provide Department, the Texas Juvenile Probation Commission, and their employees, attorneys, and/or independent auditors access to such books and/or records to the extent permitted by any obligation of confidentiality between or among the Client and Contractor.

2. Contractor represent that it employs “Licensed Professional Counselors” licensed by the State of Texas and qualified to perform and execute the services provided above. If any such license is suspended or revoked, this Contract shall automatically be terminated as to such licensed professional counselor and Contractor shall immediately notify the Chief Juvenile Probation Officer of such suspension or revocation. In addition, under Section 236.006, Texas Family Code, Contractor certified that the individual or business entity named in this Contract, bid or application is not ineligible to receive the specified grant, loan or payment and

acknowledges that this Contract may be terminated if this certification is inaccurate.

3. Contractor shall prepare, maintain and submit all records that are designated, required or prescribed by either Department or the Texas Juvenile Probation Commission. In addition, Contractor shall permit Department and the Texas Juvenile Probation Commission to audit or inspect records and reports, review services and/or evaluate the performance of the services provided hereunder at any time. Contractor shall provide reasonable access to all records, books, reports and other pertinent data and information needed to accomplish reviews of activities, services and expenditures of the Department.

4. Contractor shall adopt and implement workplace guidelines concerning persons with AIDS and HIV infection and shall develop and implement guidelines regarding confidentiality of AIDS and HIV-related medical information for employees of Contractor and for Clients, inmates, patients and/or residents served by Contractor.

5. As consideration for the above and forgoing, Contractor shall submit a monthly billing statement to the Department (P.O. Box 267, Edinburg, Texas 78540). Said statement must provide an itemized list of services rendered to Department during the statement period, based on the following schedule of fees:

- a) Individual Counseling Fee Per Hour – \$85.00 Maximum/Per Hour/Per Individual
- b) Family Counseling Fee Per Hour – \$ 85.00 Maximum/Per Hour/Per Family
- c) Group Counseling Fee Per Hour – \$28.00 Maximum/Per Hour/Per Individual/Per Group
- d) Initial Intake Fee Per Hour – \$135.00 Maximum/Per Hour/Per Intake
- e) Court Fee Cost Per Hour – \$ 80.00 Maximum/Per Hour
- f) Consultation Fee Per Hour – \$ 50.00 Maximum/Per Hour

Upon receipt of said statement, Department shall submit a requisition for payment of said

services in the customary manner provided for payments utilized by Hidalgo County, Texas.

Department will notify Contractor when state funds are used to pay for services. Contractor will account separately for the receipt and expenditure of state funds received from Department.

Contractor will comply with Department's specified accounting, reporting, and auditing requirements applicable to any state funds paid to Contractor under this Contract. In any event, Contractor agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Contract and to keep adequate books and records of all such receipts and/or expenditures.

6. Contractor must comply with all applicable Department and Hidalgo County policies and with any applicable federal, state, or local laws, regulations, orders or ordinances applicable to the services provided by Contractor under this Contract. Notwithstanding the foregoing sentence, Contractor represents and maintains that it is an independent contractor and is not an employee of Department, Hidalgo County, Texas, or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Department, Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Contractor agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

7. Department and Contractor agree that either party may terminate this contract at any time for any reason or no reason at all upon the giving of thirty (30) days prior written notice to the other party.

8. Department hereby notifies Contractor that this Contract may be wholly or partially funded with state grant funds and as such, this Contract shall be subject to termination without

penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature.

9. Contractor agrees to provide liability insurance covering its activities in providing the Services for Department in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish County a certificate issued by the professional liability insurance insurer that such insurances is in full force and effect. In addition, Contractor agrees to hold County harmless for any and all claims arising out of any activity conducted by Contractor in providing services under this Contract.

10. Except as otherwise herein provided, Contractor may not assign the obligations or rights under this Contract to any person without the prior written consent of Department.

11. It is intended that the “Term” of the contract will be for an initial period of one (1) year, with County’s option to renew/extend for an additional two (2), one (1) year terms, under the same rates, terms and conditions. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next term, under the same rates, terms and conditions.

12. Contractor agrees to abide by all appropriate performance standards and sanctions and/or penalties that may be imposed by Department, the Texas Juvenile Probation Commission, and/or the Criminal Justice Division, Office of the Governor pursuant to contracts and/or grant arrangements with such entities, if any.

13. Nothing in this Contract shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Contract and any present or future law, ordinance or administrative, executive or judicial regulation, order or

decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Contract shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

14. Department will conduct regular financial and programmatic monitoring of Contractor if Contractor is paid in whole or in part with state funds to ensure performance of and compliance with contractual provisions between Department and Contractor. If required by the Texas Juvenile Probation Commission, Department will complete and Contractor will cooperate with Department, upon request by Department, in furnishing such information and documentation as Department may require in completing the Texas Juvenile Probation Commission Private Service Provider Contractual Monitoring and Evaluation Report to monitor Contractor's compliance with contractual requirements. If Contractor fails to deliver quality service, fails to achieve the defined goals, outcomes, strategies and outputs set by Department, or if Contractor fails to comply with any conditions in this Contract, then Department shall have the right to terminate this Contract upon the giving of ten (10) days prior written notice to Contractor.

15. No waiver by Department of any breach of any provision of this Contract shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

16. This Contract contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreements in connection with this Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by Department and Contractor, and not otherwise.

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

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

If to Department: Judge Mario E. Ramirez, Jr. Juvenile Justice Center
Attention: Israel "Buddy" Silva, Jr.
P.O. Box 267
Edinburg, Texas 78540

If to Contractor: **Rethia W. Ross**
216 E. Expressway 83, Suite F
Pharr, Texas 78577

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

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

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

21. All pronouns used in this Contract shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may appropriate.

22. The execution and performance of this Contract by Department and Contractor have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes the valid and enforceable obligations of Department and Contractor in accordance with its terms.

EXECUTED as of the day and year first written above.

DEPARTMENT:

HIDALGO COUNTY JUVENILE PROBATION DEPARTMENT

BY: _____ DATE: _____

Israel "Buddy Silva, Jr.", Director
and Chief Juvenile Probation Officer

JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER

BY: _____ DATE: _____

Hon. Mario E. Ramirez, Jr., 332nd District Court
Juvenile Department Overseer

CONTRACTOR:

BY: _____ DATE: _____

Request for Proposal
"JUDGE MARIO E. RAMIREZ, JR. JUSTICE CENTER -
EXPANSION FOR: POOL FOR LICENSED PROFESSIONAL COUNSELOR(S)"

RFP NO: 2008-408-11-05-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

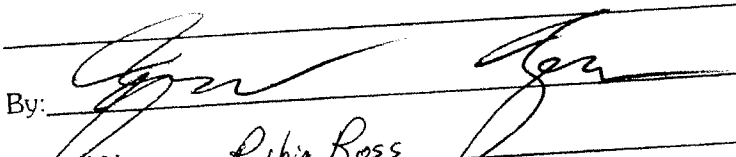
In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned proposer proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned 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: Rethia W. Ross
Address: 216 E. Expressway 83, Suite F
Pharr, TX 78577

By: 
Printed Name: Rethia Ross

**Texas State Board of Examiners
of Professional Counselors**

DOES HEREBY CERTIFY THAT

Rethia W. Ross

meets the qualifications established in Texas Occupations Code, Chapter 503 to practice the profession of counseling and is authorized to employ the title

Licensed Professional Counselor

in the State of Texas, so long as this certificate is not revoked or suspended and is renewed according to applicable law and rules.

License Number 18912
Effective 06/23/2004

INVALID WITHOUT
CURRENT RENEWAL CARD



Texas State Board of Examiners
of Professional Counselors

certifies that the person identified below is a

**Licensed Professional Counselor
Rethia W. Ross**

License Number 18912
Control Number 216496

Expires 1/31/2009

Judith D. Powell
Presiding Officer

Cardholder Signature

Judith D. Powell

Judith Powell, Presiding Officer

TEXAS DEPARTMENT OF STATE HEALTH SERVICES

BE IT KNOWN THAT

RETHIA W ROSS

IS LICENSED AND AUTHORIZED TO PERFORM CHEMICAL DEPENDENCY COUNSELING SERVICE EMPLOY THE TITLE LICENSED CHEMICAL DEPENDENCY COUNSELOR IN THE STATE OF TEXAS THE PURVIEW OF TEXAS OCCUPATIONS CODE, CHAPTER 504, SO LONG AS THIS LICENSE IS NOT SUSPENDED OR REVOKED AND IS RENEWED IN ACCORDANCE WITH APPLICABLE LAWS AND REGULATIONS.



LICENSE NUMBER: 9592

ISSUE DATE: 2/1/2003



Texas Department of State Health Services

This is to certify that

Rethia W Ross

is currently licensed as a Chemical Dependency Counselor under the authority of Texas Occupations Code, Chapter 504

License Number
9592

Issue Date
2/1/2003

Expiration Date
02/01/2009

EJ Sanchez MD

EDUARDO J. SANCHEZ, M.D.
TEXAS DEPARTMENT OF STATE HEALTH SERVICES

VOID IF NON-TRA



Texas Department of State Health Services

BE IT KNOWN THAT

RETHIA W ROSS

USED AND AUTHORIZED TO PERFORM CHEMICAL DEPENDENCY COUNSELING SERVICES AND THE TITLE LICENSED CHEMICAL DEPENDENCY COUNSELOR IN THE STATE OF TEXAS WITHIN THE REVIEW OF TEXAS OCCUPATIONS CODE, CHAPTER 504, SO LONG AS THIS LICENSE IS NOT REVOKED OR REVOKED AND IS RENEWED IN ACCORDANCE WITH APPLICABLE LAWS AND RULES.



EJ Sanchez MD

EDUARDO J. SANCHEZ, M.D., MPH, COMMISSIONER
TEXAS DEPARTMENT OF STATE HEALTH SERVICES

LICENSE NUMBER: 9592

DATE: 2/1/2003

Department of State Health Services

This is to certify that
Rethia W Ross

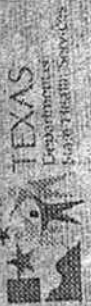
is licensed as a Chemical Dependency Counselor under the
Occupations Code, Chapter 504.

Issue Date
2/1/2003

Expiration Date
02/01/2009

EJ Sanchez MD

VOID IF ALTERED
NON-TRANSFERABLE



Texas State Board of Examiners of Professional Counselors

DOES HEREBY CERTIFY THAT

Rethia W. Ross

meets the requirements established in Title 22, Texas Administrative Code, Section 681.93, to supervise professional counselor interns, ensuring that intern services are provided in compliance with board rules, as

Approved Supervisor

in the State of Texas, so long as this approval is not revoked or suspended and is renewed according to applicable rules.



Texas State Board of Examiners
of Professional Counselors

certifies that the person identified below is a

Approved Supervisor
Rethia W. Ross

License Number 3217
Control Number 5244

[Signature]
Counselor Signature

Expires 4/30/2009

[Signature]
Presiding Officer

[Signature]
Judith Powell, Presiding Officer



CNA Plaza,
Chicago, IL 60685

Healthcare Providers Service
Organization Purchasing Group

Certificate of Insurance



Healthcare Providers Service Organization

OCCURRENCE POLICY FORM

Producer	Branch	Prefix	Policy Number	Policy Period
018098	970	HPG	273489114-8	from: 12:01 AM Standard Time on: 04/12/08 to: 12:01 AM Standard Time on: 04/12/09
Named Insured and Address				Program Administrator
RETHIA W ROSS 1564 SUNSHINE RD BROWNSVILLE TX 78521-1684 Medical Specialty: Licensed Professional Counselor				Healthcare Providers Service Organization 159 East County Line Road Hatboro, PA 19040-1218
Code: 80723				Insurance Provided by
				American Casualty Company of Reading, Pennsylvania 333 S. Wabash Avenue Chicago, IL 60604
COVERAGE PARTS				LIMITS OF LIABILITY

A. PROFESSIONAL LIABILITY		
Professional Liability	\$500,000.00 each claim	\$2,500,000.00 aggregate
Good Samaritan Liability	Included above	
Personal Injury Liability	Included above	
Malplacement Liability	Included above	

B. Coverage Extensions		
License Protection	\$10,000.00 per proceeding	\$25,000.00 aggregate
Defendant Expense Benefit		\$10,000.00 aggregate
Desposition Representation	\$2,500.00 per deposition	\$5,000.00 aggregate
Assault	NONE per incident	NONE aggregate
Medical Payments	\$2,000.00 per person	\$100,000.00 aggregate
First Aid		\$2,500.00 aggregate
Damage of Property of Others	\$500.00 per incident	\$10,000.00 aggregate

C. WORKPLACE LIABILITY	Coverage part C. does not apply if Coverage part D. is made part of this policy.	
Workplace Liability	Included in A. Professional Liability Limit shown above	
Fire and Water Legal Liability	Included above subject to	\$150,000 sub-limit
Personal Liability		\$500,000.00 aggregate

D. GENERAL LIABILITY	Coverage part D. does not apply if Coverage part C. is made part of this policy.	
General Liability	None	None
Fire & Water Legal Liability	None	None
Personal Liability		None

Total Premium \$274.00
 Policy forms and endorsements attached at inception
 Premium reflects self-employed, full-time rate.
 QUESTIONS? CALL: 1-800-982-9491

G-121500-C G-121501-C G-121503-C G-145184-A G-147292-A G-144872-A G-123846-C42
 G-53752-C42

Master Policy: 188711433

Irish Ken HF
 Chairman of the Board

John M. Walker
 Secretary

Keep this document in a safe place. This and your cancelled check act as proof of coverage.

**HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING RESPONDENT'S LOG
REQUIREMENTS/RFP PACKETS**

IBF-RFP-RFQ-REI

RFP ACCEPTANCE DATE: **November 05, 2008**

RFP ACCEPTANCE TIME: **9:30 A.M.**

DEPARTMENT/PROPOSAL DESCRIPTION: **"Judge Mario E. Ramirez, Jr. - Expansion For: Pool For License Professional Counselor(s)"**

RFP NO: **2008-408-11-05-VYG**

NAME OF PROPOSER: COMPANY/FIRM & REPRESENTATIVE'S NAME	PROPOSAL REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHYSICAL ADDRESS CITY-STATE-ZIP PHONE & FAX NO.S
1. Rethia Ross Email: rethiaross@hotmail.com	email	Vangie Y. Garcia	10/24/08	216 E. Exp. 83, Ste. F Pharr, Texas 78577 956-299-9992 (P)
2. Linda Ramirez Email: LmmR13@aol.com	email	Vangie Y. Garcia	10/24/08	5901 N. 10th Street McAllen, Texas 78504 956-668-1516 (P) 956-668-7580 (P)
3. Alfred V. Crixell Email: alfred@crixellcounseling.com	email	Vangie Y. Garcia	10/24/08	4200 N. 23rd. Street McAllen, Texas 78504 956-618-5288
4. Edward Acosta Email: eacosta196@hotmail.com	email	Vangie Y. Garcia	10/24/08	129 E. Sam Houston Street Pharr, Texas 78577 956-460-4518
5. Velma Schmidt Email: olgasherrera@juno.com	email	Vangie Y. Garcia	10/24/08	141 Vance Street Edinburg, Texas 785.9 956-380-2705
6. Alma Castaneda Email: almalpc@aol.com	email	Vangie Y. Garcia	10/24/08	1910 N. McColl Road Edinburg, Texas 78539 956-207-4785
7. George A. Lopez Email: glopez@wisd.us	email	Vangie Y. Garcia	10/24/08	845 E. 34th Street Weslaco, Texas 78596 956-463-7832
8. Cristina Quilantan-Diaz Email: ccst06@yahoo.com	email	Vangie Y. Garcia	10/20/08	5400 S. Jackson Edinburg, Texas 78539 (P) 956-631-9000

HIDALGO COUNTY PURCHASING DEPARTMENT PROPOSAL TABULATION SHEET

DEPARTMENT NAME: JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER

PROPOSAL OPENING DATE: November 05 , 2008

PROPOSAL OPENING TIME: 9:30 A.M.

DESCRIPTION OF PROPOSAL: "EXPANSION FOR: POOL FOR LICENSED PROFESSIONAL COUNSELOR(S)"

PROPOSAL NO: 2008-408-11-05-VYG

BUYER II: VANGIE Y. GARCIA

RFP #	NAME OF COMPANY	ACKNOWLEDGMENT OF PROPOSAL
#1	Alternative Psychological Services-Rethia W. Ross-Pharr, Texas	√
#2	Counseling Center of South Texas-M. Cristina Quilantan Diaz	√
#3		
#4		
#5		
#6		
#7		
#8		
#9		
#10		

**Membership Dues for TxPPA and State of Tx Co-Op
CC REGULAR**

Date: 01/20/2009
Submitted By: Nielda Cavazos, PURCHASING DEPT.
Submitted For: Nielda Cavazos
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** Co. Wide

Information

CAPTION

- A. Requesting approval to make payment for the 2009 membership dues for the TxPPA (Texas Public Purchasing Association) in the amount of \$50.00 with authority for County Treasurer to issue check review, audit, and processing procedures are completed by the County Auditor.
- B. Requesting approval to make payment for the 2009 State of Texas Co-Op Annual Membership Participation Fee in the amount of \$100.00 with the Texas Comptrollers of Public Accounts 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. #:** 9-1100-415-18-160-001-0-810
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Amount available for req #146999 \$100.00 for the Texas Comptroller of Public Accounts as of 1-15-09.
 Amount available for req #146802 \$50.00 for the Texas Public Purchasing Association as of 1-15-09.

Attachments

Link: [Membership dues invoices & affidavits](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	01/14/2009 04:31 PM	APRV
2	Budget & Management	Veronica Lopez	01/15/2009 07:43 AM	APRV
3	Ivan Cantu	Ivan Cantu	01/16/2009 01:31 PM	APRV
4	Auditor's Office	Monica Badillo	01/16/2009 05:39 PM	APRV

Form Started By: Nielda Cavazos

Started On: 01/12/2009 04:13 PM

Final Approval Date: 01/16/2009

TO THE COUNTY AUDITOR
AFFIDAVIT FOR MEMBERSHIP DUES

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, Martha L. Salazar, do hereby state that my membership in the State of Texas Co-op Annual Membership Participation Fee 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 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, except for the providing of information for a member of the legislature or appearing before a legislative committee at the request of the committee or member of the legislature; and
4. Neither the association or 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.

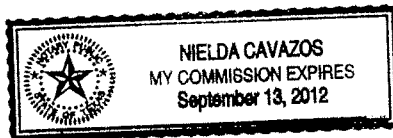
SIGNATURE: Martha L. Salazar
TITLE: Archivist Agent

Before me Juelda Carrero, a Notary Public, appeared Martha L. Salazar, and on his/hers oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

(S E A L)

Juelda Carrero
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY: LGC Sec. 113.064b



COUNTY AUDITOR'S FORM: SFA-CA-041

S U S A N

C O M B S

TEXAS COMPTROLLER of PUBLIC ACCOUNTS

P.O. Box 13186 • AUSTIN, TX 78711-3186



***** FIRST NOTICE *****
State of Texas CO-OP Annual Membership Participation Fee

MARTHA L SALAZAR, PUR DIR
HIDALGO COUNTY
100 EAST CANO ST, STE 202
EDINBURG, TX 78539

Account Number: C1080
Authorized Signers: MARTHA L SALAZAR, PUR DIR

JUAN D. Salinas, County Judge

E-mail address: martha.salazar@co.hidalgo.tx.us

Go to <http://www.window.state.tx.us/procurement/prog/coop/coopform>
and complete the Name Change Form if your Agents of Record have changed.

DUE DATE: March 10, 2009

X CPA CO-OP Annual Membership Participation Fee ... \$100.00

Please Make Check Payable To: Texas Comptroller of Public Accounts

Texas Comptroller of Public Accounts
PO Box 13186
Austin, Texas 78711

To Contact the Cooperative Purchasing Program:
(512) 463-3368

AMOUNT ENCLOSED: \$ _____

**Unless payment is received, no requisitions will be processed
after March 10, 2009.**

* RETURN THIS INVOICE WITH PAYMENT *

TO THE COUNTY AUDITOR
AFFIDAVIT FOR MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Martha L Salazar, do hereby state that my membership in the Texas Public Purchasing Association 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 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, except for the providing of information for a member of the legislature or appearing before a legislative committee at the request of the committee or member of the legislature; and
4. Neither the association or 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: Martha L Salazar

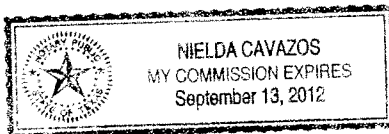
TITLE: Purchasing Agent

Before me Nelda Cavazos, a Notary Public, appeared Martha L Salazar, and on his/hers oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

(S E A L)

Nelda Cavazos
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY: LGC Sec. 113.064b



COUNTY AUDITOR'S FORM: SFA-CA-041



Texas Public Purchasing Association

1821 Rutherford Lane, Ste 400
 Austin, TX 78754
 512-231-7400
 Federal ID# 74-2501933
 www.txppa.org

Reg
 12-11-08

TxPPA 2009 MEMBERSHIP DUES

Martha Salazar
 Purchasing Agent
 Hidalgo County
 2812 S Business Hwy 281
 Edinburg, TX 78539

ID Number:	35684
Date:	December 11, 2008
Phone:	(956) 318-2626
Fax:	(956) 318-2629
E-mail:	

Dear Ms. Salazar:

martha.salazar@co.hidalgo.tx.US

It is time to renew your membership with the Texas Public Purchasing Association (TxPPA)! Please note above any information that is incorrect or has changed including certification(s).

Indicate the appropriate membership category below (categories defined at txppa.org).

Individual _____ Associate _____ Agency x

January 1, 2009 to December 31, 2009 \$50.00

By renewing your membership with TxPPA we can continue to work towards our goals and objectives of:

- ★ Establishing cooperative relationships among our members for the development of efficient purchasing methods and practices in the field of public procurement.
- ★ Promoting the highest ethical standards of conduct in the performance of public and non profit purchasing.
- ★ Promoting uniform public purchasing laws and simplified standards and specifications.
- ★ Providing informed counsel to others who are responsible for the formulation and promulgation of policies, rules and laws which directly or indirectly affect the process of public and non-profit purchasing.
- ★ Collecting and disseminating useful information for its members.
- ★ Promoting the interchange of ideas and experiences within the purchasing profession.
- ★ Encouraging research and investigation and to sponsor such other activities as may be useful in providing its members with knowledge for efficient procurement.

If you have any questions regarding your membership, please contact the TxPPA administrative offices at 512-231-7400 or call one of the TxPPA Board members listed at txppa.org

You may pay by credit card or check. For credit card payment, please fill in the information below and fax your form to 512-231-7495. If paying by check, please use the enclosed return envelope and make your check payable to TxPPA.

CREDIT CARD PAYMENTS:

___Mastercard ___Visa ___Am Ex ___Discover

Cardholder's Name _____
Please Print

Acct# _____

Signature _____ Exp. Date _____

FOR TML OFFICE USE ONLY

Business Check _____ \$ _____

Personal Check _____ \$ _____

Total \$ _____

Date Rec'd _____ Batch No. _____

By _____ Id# _____

Note: TxPPA membership dues are not deductible as charitable contributions for federal income tax purposes. However, membership dues may be deductible by members as an ordinary and necessary business expense.

AI-13434

22.D.

**Claim of Francisco Moreno
CC REGULAR**

Date: 01/20/2009
Submitted By: Aida Alvarez, SAFETY DIVISION
Submitted For: Roy Quintanilha
Department: SAFETY DIVISION
Agenda Category: Closed Session

Information

CAPTION

Claim of Francisco Moreno

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	01/14/2009 04:13 PM	APRV
2	Auditor's Office	Linda Fong	01/15/2009 01:35 PM	APRV
3	Purchasing Department	Marty Salazar	01/15/2009 03:39 PM	APRV

Form Started By: Aida Alvarez
Started On: 01/14/2009 03:35 PM

Final Approval Date: 01/15/2009

AI-13436

22.E.

Claim of Dalia Robledo

CC REGULAR

Date: 01/20/2009
Submitted By: Aida Alvarez, SAFETY DIVISION
Submitted For: Roy Quintanilha
Department: SAFETY DIVISION
Agenda Category: Closed Session

Information

CAPTION

Claim of Dalia Robledo

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	01/14/2009 04:16 PM	APRV
2	Auditor's Office	Linda Fong	01/15/2009 01:35 PM	APRV
3	Purchasing Department	Marty Salazar	01/15/2009 03:39 PM	APRV

Form Started By: Aida Alvarez
Started On: 01/14/2009 03:39 PM

Final Approval Date: 01/15/2009

AI-13438

22.F.

Claim of Jacqueline Inks

CC REGULAR

Date: 01/20/2009
Submitted By: Aida Alvarez, SAFETY DIVISION
Submitted For: Roy Quintanilha
Department: SAFETY DIVISION
Agenda Category: Closed Session

Information

CAPTION

Claim of Jacqueline Inks

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	01/14/2009 04:17 PM	APRV
2	Auditor's Office	Linda Fong	01/15/2009 01:35 PM	APRV
3	Purchasing Department	Marty Salazar	01/15/2009 03:39 PM	APRV

Form Started By: Aida Alvarez
Started On: 01/14/2009 03:42 PM

Final Approval Date: 01/15/2009

AI-13476

22.G.

M-06-332; Sylvia Torres et al. v. Hidalgo County et.al

CC REGULAR

Date: 01/20/2009
Submitted By: Monica Badillo, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Category: Closed Session

Information

CAPTION

M-06-332; Sylvia Torres et al. v. Hidalgo County et.al

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	01/16/2009 09:43 AM	APRV
2	Auditor's Office		01/16/2009 05:39 PM	NEW

Form Started By: Monica Badillo
Started On: 01/15/2009 04:06 PM
Final Approval Date: 01/16/2009

AI-13435

23.D.

Claim of Francisco Moreno

CC REGULAR

Date: 01/20/2009
Submitted By: Aida Alvarez, SAFETY DIVISION
Submitted For: Roy Quintanilha
Department: SAFETY DIVISION
Agenda Category: Open Session

Information

CAPTION

Claim of Francisco Moreno

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	01/14/2009 04:14 PM	APRV
2	Auditor's Office	Linda Fong	01/15/2009 01:36 PM	APRV
3	Purchasing Department	Marty Salazar	01/15/2009 03:39 PM	APRV

Form Started By: Aida Alvarez
Started On: 01/14/2009 03:37 PM

Final Approval Date: 01/15/2009

AI-13437

23.E.

Claim of Dalia Robledo

CC REGULAR

Date: 01/20/2009
Submitted By: Aida Alvarez, SAFETY DIVISION
Submitted For: Roy Quintanilha
Department: SAFETY DIVISION
Agenda Category: Open Session

Information

CAPTION

Claim of Dalia Robledo

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	01/14/2009 04:16 PM	APRV
2	Auditor's Office	Linda Fong	01/15/2009 01:37 PM	APRV
3	Purchasing Department	Marty Salazar	01/15/2009 03:39 PM	APRV

Form Started By: Aida Alvarez
Started On: 01/14/2009 03:40 PM

Final Approval Date: 01/15/2009

AI-13439

23.F.

**Claim of Jacqueline Inks
CC REGULAR**

Date: 01/20/2009
Submitted By: Aida Alvarez, SAFETY DIVISION
Submitted For: Roy Quintanilha
Department: SAFETY DIVISION
Agenda Category: Open Session

Information

CAPTION

Claim of Jacqueline Inks

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	01/14/2009 04:17 PM	APRV
2	Auditor's Office	Linda Fong	01/15/2009 01:37 PM	APRV
3	Purchasing Department	Marty Salazar	01/15/2009 03:39 PM	APRV

Form Started By: Aida Alvarez
Started On: 01/14/2009 03:44 PM

Final Approval Date: 01/15/2009

AI-13477

23.G.

**M-06-332; Sylvia Torres et al. v. Hidalgo County et.al
CC REGULAR**

Date: 01/20/2009
Submitted By: Monica Badillo, BUDGET & MANAGEMENT
Submitted For: Rex Leach
Department: BUDGET & MANAGEMENT
Agenda Category: Open Session

Information

CAPTION

M-06-332; Sylvia Torres et al. v. Hidalgo County et.al

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Dina Trevino	01/16/2009 09:43 AM	APRV
2	Auditor's Office		01/16/2009 05:39 PM	NEW

Form Started By: Monica Badillo
Started On: 01/15/2009 04:07 PM
Final Approval Date: 01/16/2009
