AI-14074 **6.B.**

District Clerk's Trust Account (Over Disbursement Account)

CC REGULAR

Date:	02/24/2009
Submitted By:	Sergio Cruz, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Authorization to issue a check from General Fund to the District Clerk's Trust Account in the amount of $15,384.76 to pay various trustees and to replenish the over disbursement account.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-412-00-090-001-0-890

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

BUDGETARY IMPACT:

Available balance as of 2-19-09 $45,807.37;
Funding pending LIT from obj. 535 (AI# 14150 2-24-09)

Attachments

Link: 14074 BACKUP

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/18/2009 08:52 AM	APRV
2	Manuel Chapa	Manuel Chapa	02/20/2009 09:40 AM	APRV
3	Auditor's Office		02/20/2009 05:33 PM	NEW

Form Started By: Sergio Cruz — Started On: 02/17/2009 06:20 PM

Final Approval Date: 02/20/2009

INTRADEPARTMENTAL TRANSFER REQUEST

DATE: February 18, 2009

2009
Transfer

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Dept. of Budget & Management for District Clerk

ACCOUNT NUMBER: 9-1100-412-00-090-001-0-XXX

SUBJECT: **Intradepartmental transfer(s)**

Contact: Ana Galvan
Ph#: 292-7025

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Intradepartmental transfer(s) (increase/decrease) in accordance with Local Government Code, Chapter 111, 111.070, Item C (2).

FROM Object Code	Description	TO Object Code	Description	Amount
535	Postage	890	Other	$ 15,384.76
			TOTAL	**$ 15,384.76**

REASON: Transfer is needed to pay various trustees and to replenish the over disbursement.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

Form DBM-201

AI-14078 **6.C.**

457 Request

CC REGULAR

Date:	02/24/2009
Submitted By:	Angela Garcia, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Approval of 457 plan withdrawl requests due to hardship for Employee #073083.

BACKGROUND

Fiscal Impact

Attachments

Link: request

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/18/2009 10:18 AM	APRV
2	Veronica Lopez	Veronica Lopez	02/18/2009 03:43 PM	APRV
3	Auditor's Office		02/20/2009 05:33 PM	NEW
Form Started By: Angela Garcia			Started On: 02/18/2009 09:20 AM	
Final Approval Date: 02/20/2009				

HIDALGO COUNTY
BUDGET OFFICE
2009 FEB 17 PM 1 28

SIMPKINS & ASSOCIATES
HARDSHIP REQUEST NOTIFICATION

Please print or type.

Plan Name 457 PLAN Employee #073083

Participant Name [redacted]

Address 3904 [redacted] EDINBURG T [redacted]

Social Security No [redacted] **Daytime Phone** [redacted]

SECTION I – Har

I understand that this [redacted] due to financial hard [redacted] unt of the withdrawal is ne [redacted] heavy financial ne [redacted] od all distributions, other th [redacted] ardship, and all othe [redacted] ble 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.

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

Hardship Requested $ 100% Year-to-date deferrals N/A

Total amount deferred since you initially joined the plan $ n/a

Have you ever taken a hardship before? NO If so what was the amount taken $ N/A

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 [signature] Date 2-13-09

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) 960-7133

AI-14008 **7.A.**

Membership Dues-International Association of Chiefs of Police

CC REGULAR

Date:	02/24/2009
Submitted By:	Monica Hinojosa, SHERIFF DEPT.
Submitted For:	Monica Hinojosa
Department:	SHERIFF DEPT.
Agenda Category:	Sheriff's Office

Information

CAPTION

Sheriff's Dept.:
Requesting approval for the payment of membership dues for Sheriff Lupe Trevino to the International Association of Chief's of Police for the year of 2009.

BACKGROUND

The goals of the IACP are to advance the science and art of police services; to develop and disseminate improved administrative, technical and operational practices and promote their use in police work; to foster police cooperation and the exchange of information and experience among police administration throughout the world and to bring about recruitment and training in the police profession of qualified persons.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-421-00-280-001-0-810

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

BUDGETARY IMPACT:

$4845.00 available balance.

Attachments

Link: IACP

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	02/13/2009 10:42 AM	APRV
2	Budget & Management	Veronica Lopez	02/13/2009 11:44 AM	APRV
3	Rey Salazar	Rey Salazar	02/13/2009 03:58 PM	APRV
4	Auditor's Office		02/20/2009 05:33 PM	NEW

Form Started By: Monica Hinojosa — Started On: 02/12/2009 03:30 PM

Final Approval Date: 02/20/2009

International Association of Chiefs of Police

PO Box 90976 Washington, DC 20090-0976
Remittance Fax: 703-836-4543

Return This Form with Payment. Make a copy for your records.

Member ID: 1624011
Date: December 31, 2008

2009 IACP Membership Dues Renewal Notice

FIRST Notice **Please Return**

Pay in U.S. Funds to: IACP **Amount Due** $120.00

Foundation Tax Deductible Contribution of $ _____

Check #_____ Check Amt US $_____

Guadalupe Trevino
Sheriff
Hidalgo Co Sheriff's Office
711 E El Cibolo Rd
Edinburg, TX 78540
UNITED STATES

Or, please charge my VISA MC AE DISC (circle one)
Charge Amount $
Account# Exp. Date
Card Holder Name
Billing Address:
City State Zip
Signature

IACP Membership Information Update Section

Office Information

Guadalupe Trevino Id: 1624011
Sheriff
Hidalgo Co Sheriff's Office
711 E El Cibolo Rd
Edinburg, TX 78540
UNITED STATES
Phone: 956 383-8114 Fax: 956 393-6169
Email: sherifftrevino@hidalgoso.org
Web Add:

Renew NOW for 2009 so you will not miss out on any of your IACP Membership Benefits!

Please take a moment and review the Membership Update Section (to the left) to ensure that we have all your correct information which is listed in the online Membership Directory in the "Members Only" area of our website.

Due to the high volume of renewals we will be unable to take renewal payments over the phone.

You can renew online in the "Members Only" area of our website with a credit card.

2009 IACP Membership Renewal

Guadalupe Trevino

Expiration Date	Description	Member ID	Amount
2008/12/31	Active Member Dues 2009	1624011	$120.00
		Amount Due Now	$120.00

RENEW ONLINE: www.theiacp.org click on "Membership" and " Member's Only"

User Name: 1624011 Password: Trevino (Case Sensitive)

Questions: Membership Department (800)THE-IACP or email membership@theiacp.org

Please disregard if payment has already been made.

Federal ID # 53-0227813

TO THE COUNTY AUDITOR
AFFIDAVIT FOR MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, *GUADLUPE TREVINO*, do hereby state that my membership in the *INTERNATIONAL ASSOCIATION OF CHIEF'S OF POLICE* 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: _____

TITLE: SHERIFF OF HIDALGO COUNTY

Before me Monica J. Hinojosa, a Notary Public, appeare *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.

_____
NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

MONICA JUDITH HINOJOSA
Notary Public
STATE OF TEXAS
My Comm. Exp. 04-14-2009

AUTHORITY: LGC Sec. 113.064b

COUNTY AUDITOR'S FORM: SFA-CA-041

Login

INTERNATIONAL ASSOCIATION of CHIEFS of POLICE
global leadership in policing

Share
Send to a Friend
Print

Your Name:

Your Email Address:

Friend Email Address:

Message:

Send

History



Founded in 1893, the association's goals are to advance the science and art of police services; to develop and disseminate improved administrative, technical and operational practices and promote their use

in police work; to foster police cooperation and the exchange of information and experience among police administrators throughout the world; to bring about recruitment and training in the police profession of qualified persons; and to encourage adherence of all police officers to high professional standards of performance and conduct.

Since 1893, the International Association of Chiefs of Police has been serving the needs of the law enforcement community. Throughout those past 100-plus years, we have been launching historically acclaimed programs, conducting ground-breaking research and providing exemplary programs and services to our membership across the globe.

Professionally recognized programs such as the FBI Identification Division and the Uniform Crime Records system can trace their origins back to the IACP. In fact, the IACP has been instrumental in forwarding breakthrough technologies and philosophies from the early years of our establishment to now, as we begin the 21st century. From spearheading national use of fingerprint identification to partnering in a consortium on community policing to gathering top experts in criminal justice, the government and education for summits on violence, homicide, and youth violence, IACP has realized our responsibility to positively effect the goals of law enforcement.

What's New
Governance
Mission
Staff Contacts
IACP Related Websites
Awards
History
Building History
Timeline
Press Center
Visit IACP

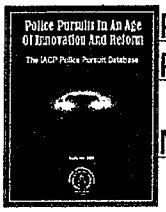
WHAT'S NEW

- Public Safety Technology and Policy Symposium, Las Vegas, Nevada - March 31, 2009
- Identity Theft Special Interest Group
- Take-Home Cruisers: Issues for Consideration - Perspectives Series

- Police Officer to Population Ratios - Perspectives Series

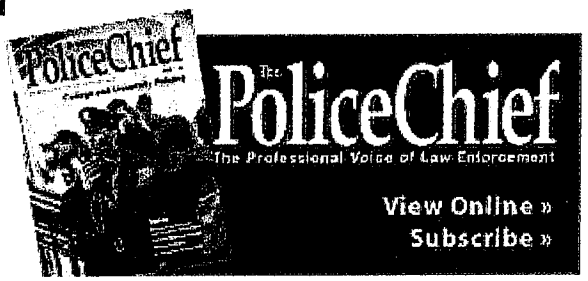
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PUBLICATIONS



Police Pursuits in an Age of Innovation and Reform: The IACP Police Pursuit Database

More Publications »



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515 North Washington St Alexandria, VA, 22314 USA | phone: 703.836.6767 or 1.800.THE IACP | fax: 703.836.4543

Created by Matrix Group International, Inc.

AI-14165 **7.B.**

Interpreter Membership dues

CC REGULAR

Date: 02/24/2009

Submitted By: Angela Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

County Court #3 (Probate Court):
Requesting approval to pay the 2009 Licensed Court Interpreter fee in the amount of $50.00 for Oscar De La Cruz, with authority for County Treasurer to issue check after review, audit, and processing procedures are completed by County Auditor.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-412-00-023-001-0-810

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

BUDGETARY IMPACT:

Funds of $300.00 available as of 02/20/09.

Attachments

Link: affidavit

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/20/2009 03:12 PM	APRV
2	Sylvia Solis	Sylvia Solis	02/20/2009 03:46 PM	APRV
3	Auditor's Office		02/20/2009 05:33 PM	NEW

Form Started By: Angela Garcia Started On: 02/20/2009 01:36 PM

Final Approval Date: 02/20/2009

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

OSCAR DE LA CRUZ
HIDALGO COUNTY PROBATE COURT
100 NORTH CLOSNER
3RD FLOOR
EDINBURG TX 78539

TDLR IDNO: 10052955

License# 295

Your Court Interpreter license will expire on MARCH 31 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 MARCH 31 2009	$50.00
After MARCH 31 2009 but before JUNE 30 2009	$75.00
After JUNE 30 2009 but before APRIL 01 2010	$100.00

After APRIL 01 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
	HIDALGO COUNTY PROBATE COURT 100 NORTH CLOSNER 3RD FLOOR EDINBURG TX 78539
Daytime Telephone: (956) 318 - 2385	Email:

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 (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

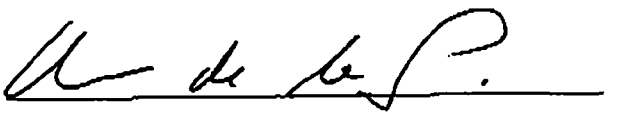
TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Oscar de la Cruz, do hereby state that my membership in the Texas Department of Licensing and Regulation 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:

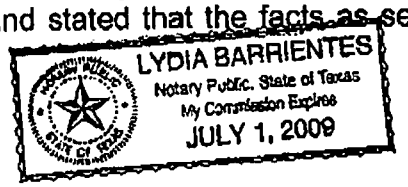
1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association 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: February 19, 2009

TITLE: Bailiff/Interpreter

Before me Lydia Barrientes, a Notary Public, appeared Oscar de la Cruz, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.



(SEAL)

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

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

COUNTY AUDITOR'S FORM: RE-CA-041
REVISED: 02/2007

AI-14043 **8.B.**

Claim - HUMAN SERVICES DIVISION - Memorial Funeral Home

CC REGULAR

Date:	02/24/2009
Submitted By:	Dairen Sarmiento, HEALTH & HUMAN SERVICES DEPT.
Submitted For:	Dairen Sarmiento
Department:	HEALTH & HUMAN SERVICES DEPT.
Agenda Category:	Health & Human Services Dept.

Information

CAPTION

Presentation for discussion, consideration and approval of claim from Memorial Funeral Home in the amount of $1,825.00 for pauper funeral and burial services with authority for auditor to issue payment after review, audit and processing procedures are completed.

BACKGROUND

Due to lapse in contract, all invoices for memorial funeral home dated from 12-10-08 to 1-6-09 will have to be submit for payment as claims, as per purchasing. - final claim.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-444-00-240-002-0-345

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

BUDGETARY IMPACT:

Available balance as of 2-19-09 $22,280.00

Attachments

Link: CLAIM

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/13/2009 04:47 PM	APRV
2	Manuel Chapa	Manuel Chapa	02/19/2009 10:51 AM	APRV
3	Auditor's Office		02/20/2009 05:33 PM	NEW

Form Started By: Dairen Sarmiento Started On: 02/13/2009 04:35 PM

Final Approval Date: 02/20/2009

Hidalgo County Health and Human Services Department

1304 S. 25th Street • Edinburg, Texas 78539
Tel: (956) 318-2011 • Fax: (956) 318-2019
318-2018 (Billing)

Iván Meléndez, M.D., M.B.A.
Health Authority / Chief Physician

Eduardo Olivarez
Chief Administrative Officer

MEMORANDUM

TO: Eduardo Olivarez – Chief Administrative Officer

FROM: Dairen Sarmiento – Human Services Director Dairen

DATE: Friday, February 13, 2009

RE: Memorial Funeral Home Claims - 2009

Please be advised that the following payments must be submitted as claims:

Date Of Service	Amount	Death Certificate #
12-19-08	$475.00	J2600
12-31-08	$1,350.00	05583
TOTAL	$1,825.00	

As per Tony Hernandez, Internal Auditor, "Due to a lapse in contract, all invoices for Memorial Funeral Home dated from 12/10/08 to 1/6/09 will have to be submitted for payment as claims, as per purchasing." All the original documents will be submitted to the County Auditors office for payment.

Should you have any questions please call me at 318-2011 or email me at dairen.sarmiento@hchd.org . Thank you.

AI-14077 **9.A.**

Claim - Ofelia De Los Santos

CC REGULAR

Date: 02/24/2009

Submitted By: Diana Solis, ADULT PROBATION

Department: ADULT PROBATION

Information

CAPTION

Presentation for discussion, consideration, acceptance and approval of claim/invoice with authority for Hidalgo County Treasurer to issue payment for the following invoice after it has been reviewed, audited and processing procedures are complete by the Hidalgo County Auditor.

Vendor	Invoice Date	Amount
Ofelia De Los Santos	02-09-09	$4,125.00

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1297-423-00-320-002-9-333

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

BUDGETARY IMPACT:

Available balance as of 09-18-09 $18,000.00

Attachments

Link: Ofelia De Los Santos

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/18/2009 10:18 AM	APRV
2	Veronica Lopez	Veronica Lopez	02/19/2009 09:48 AM	APRV
3	Auditor's Office	Angela Garcia	02/20/2009 05:33 PM	APRV

Form Started By: Diana Solis Started On: 02/18/2009 08:54 AM

Final Approval Date: 02/20/2009

HIDALGO COUNTY
COMMUNITY SUPERVISION & CORRECTIONS DEPARTMENT
(ADULT PROBATION)

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

RODOLFO "RUDY" DELGADO
JUDGE 93RD DISTRICT COURT

BOBBY FLORES
JUDGE 139TH DISTRICT COURT

ROSE GUERRA REYNA
JUDGE 206TH DISTRICT COURT

JUAN R. PARTIDA
JUDGE 275TH DISTRICT COURT

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

NOÉ GONZALEZ
JUDGE 370TH DISTRICT COURT

JOE E. LOPEZ
EXECUTIVE DIRECTOR

P.O. BOX 970
Edinburg, Texas 78540
Phone (956) 587-6000
Fax (956) 318-2488

LETICIA LOPEZ
JUDGE 389TH DISTRICT COURT

AÍDA SALINAS FLORES
JUDGE 398TH DISTRICT COURT

ISRAEL RAMON, JR.
JUDGE 430TH DISTRICT COURT

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

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

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

ARNOLDO CANTU
JUDGE COUNTY COURT AT LAW NO. 5

ALBERT GARCIA
JUDGE COUNTY COURT AT LAW NO. 6

February 12, 2009

Ms. Martha Salazar
Purchasing Agent
County of Hidalgo

Dear Ms. Salazar:

I am submitting an invoice to be processed as a claim for Ofelia De Los Santos in the amount of $4,125.00. This invoice should be paid from account number 9-1297-423-00-320-002-9, State Basic Supervision Budget.

Due to the urgency of the matter and due to circumstances beyond my control, action was taken to request an investigation by Ofelia De Los Santos, Attorney & Counselor At Law. Time was of essence and did not allow me to process a request to obtain a purchase order prior to the services rendered.

Respectfully submitted,

Joe Lopez, Executive Director
Community Supervision &
Corrections Department
County of Hidalgo

JL:ah

OFELIA DE LOS SANTOS
ATTORNEY AND COUNSELOR AT LAW



February 9, 2009

Mr. Joe Lopez, Director
Hidalgo County Community Supervision
& Corrections Department
Edinburg, Texas 78539

Re: Investigation of Sexual Harassment Complaint filed November 26, 2008

FEE STATEMENT

DATE	ACTIVITY	TIME	CHARGE
12/02/08	Met with Joe Lopez to discuss Complaint filed on 11/26/08	1 hr.	150.00
12/04/08	Interviewed witness K.V.	1 ½ hr.	225.00
12/04/08	Responded to telephone call from K.V. w/regard to reassignment	½ hr.	75.00
12/09/08	Interviewed Complainant	3 hr.	450.00
12/09/08	Interviewed E.D.	2 hrs.	300.00
12/09/08	Responded to call from Joe Lopez	½ hr.	75.00
12/11/08	Responded to call from Complainant	½ hr.	75.00
12/12/08	Interviewed J.D.	1 ½ hr.	225.00
12/16/08	Interviewed Respondent	1 ½ hr.	225.00
12/17/08	Interviewed R.G.	1 hr.	150.00
12/18/08	Interviewed M.D.	1 hr.	150.00
12/19/08	Interviewed N.E.	1 hr.	150.00
12/19/08	Interviewed M.G.	1 hr.	150.00
12/22/08	Interviewed M.P.	1 hr.	150.00
12/23/08	Interviewed R.B.	2 hrs.	300.00
12/23/08	Interviewed S.S.	1 hr.	150.00
01/14/09	Interviewed A.A.	½ hr.	75.00
01/22/09	Prepared Written letter Report	2 hrs.	300.00
01/23/09	Summarized Witness testimonies	5 hrs.	750.00
	Total .....27 ½ hrs. @ $150.00/hr. =		**$ 4125.00**

2-18-09

9-1297-423-00-320-002-9-333

INVOICE RECEIVED BY: Joe Lopez ON 2/12/09
GOODS/SERVICES RECEIVED BY: Joe Lopez ON 2/12/09

1111 SUSAN DRIVE - EDINBURG, TEXAS 78539 - (956) 380-3224 (956) 207-9261

AI-14081 **10.A.**

Juvenile Accountability Block Grant (JABG) - Early Intervention Counseling Program

CC REGULAR

Date:	02/24/2009
Submitted By:	Manuel Chapa, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

Juvenile Probation:
Authorization and approval to apply for the Juvenile Accountability Block Grant (JABG) - Early Intervention Program (Grant# 2153801) under The Criminal Justice Division (CJD) of the Governor's Office.

BACKGROUND

Grant amount $38,148.00
Local match estimated to be $4,239.00
Project Period-->September 1, 2009 thru August 31, 2010
Application must be certified via CJD's grant management website on or before February 27, 2009.

The purpose of the JABG Program is to reduce juvenile offending through accountability-based programs focused on the juvenile offender and the juvenile justice system.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1286-423-00-330-005-0-XXX

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

BUDGETARY IMPACT:

Grant amount $38,148.00
Local match estimated to be $4,239.00
Local match to be appropriated next week (CC 3-3-09).
Possible county match-->General Fund

Attachments

Link: certify backup

Link: e-mail

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Manuel Chapa (Originator)	Manuel Chapa	02/20/2009 11:28 AM	APRV
2	Budget & Management	Veronica Lopez	02/20/2009 01:28 PM	APRV

3	Rey Salazar	Rey Salazar	02/20/2009 03:32 PM	APRV
4	Auditor's Office		02/20/2009 05:33 PM	NEW

Form Started By: Manuel Chapa

Started On: 02/18/2009 09:46 AM

Final Approval Date: 02/20/2009

Print This Page

Agency Name: Hidalgo County
Grant/App: 2153801 **Start Date:** 9/1/2009 **End Date:** 8/1/2010

Project Title: Early Intervention Counseling Progam
Status: Pending CJD Review

Narrative Information

Introduction

The **Narrative** section is the description of your project. It is important that the information you provide about your project is clear and as concise as possible.

Note: All applicants must certify to the eligibility requirements specific to the fund source. The minimum requirements to complete this page are the **Program Requirements, Problem Statement, Supporting Data, Goal Statement,** and **Project Summary** sections. We recommend that you complete any sections applicable to your project to assist in the application review process.

Click on the **Save and Continue** button at any time to save the information entered on this page. If you do not click on this button and navigate away from the page, your work will be lost. When you click the **Save and Continue** button, you may receive several error messages that instruct you to complete the required fields. Your data on any given tab will not save to the system until all required fields are complete and correct.

In addition, you have a 2-hour time limit for each tab where you will need to complete the information correctly and then click the **Save and Continue** button. There is a timestamp in the upper-right hand corner of the page that notes when you first clicked on the tab. From that point, you have 2 hours to complete the information on that tab correctly. If you do not complete the information correctly (for the required fields) and then you click on the **Save and Continue** button, you will be redirected to the eGrants Home Page. If this happens, your data will not be saved in the system. You may also choose to compose a message on this page for CJD to review. This can be done by typing in the **Notes By Grantee / CJD** message box.

Getting Started

On this tab you will notice a certain icon that is displayed.

- = an **information** icon - this help icon is next to certain items that may need further explanation. Simply click and review the information provided in the pop up window.

Primary Mission and Purpose

The purpose of the Juvenile Accountability Block Grant (JABG) Program is to develop programs that promote greater accountability in the juvenile justice system.

Funding Levels

The anticipated funding levels for the Juvenile Accountability Block Grant (JABG) program are as follows:
- Minimum Award - $10,000
- Maximum Award - None
- The Juvenile Accountability Block Grant program requires a grantee match of at least 10%, which is calculated on the total project costs, not on the amount requested from CJD. The match requirement may be met through cash contributions only.

For more information regarding grantee match, please click on the **Budget** tab, and then click on the **Source of Match** tab in eGrants.

Note: *If you voluntarily include matching funds that exceed the minimum match requirement, you will be held to that amount throughout the grant period.*

Local Advisory Board - Each unit of local government is required to establish an advisory board consisting of individuals representing police departments, sheriffs' offices, prosecutors, probation officers, juvenile courts, schools, businesses, and faith-based, fraternal, nonprofit, or social service organizations involved in juvenile crime and delinquency. The local advisory board is responsible for the development of a coordinated enforcement plan for the use of grant funds based on an analysis of the local juvenile justice system. The analysis determines the most effective use of grant funds within the sixteen program purpose areas that apply to those grant funds. The plan serves as the project narrative and summary and should follow the general format of a project narrative and summary as outlined in this solicitation. In the space provided, enter the number of individuals representing each of the groups listed above.

Note: Although the **Local Advisory Board** section is not applicable to discretionary applicants, you must enter a numeric value in each box. Discretionary applicants should enter a zero ('0') in the boxes below.

Enter the number of advisory group members representing **Police Departments**:
1

Enter the number of advisory group members representing **Sheriff Offices**:
1

Enter the number of advisory group members representing **Prosecutors**:
1

Enter the number of advisory group members representing **Juvenile Courts**:
1

Enter the number of advisory group members representing **Schools**:
1

Enter the number of advisory group members representing **Businesses**:
1

Enter the number of advisory group members representing **Social Service Agencies** (e.g., faith-based, fraternal, non-profit, etc.):
1

Local Advisory Board Resolution - A Local Advisory Board Resolution form has been signed by members of the local juvenile justice advisory board and is on file with the application agency.

Note: The **Local Advisory Board Resolution** section is not applicable to discretionary applicants.

Juvenile Justice Board Priorities - Juvenile justice projects or projects serving delinquent or at-risk youth will address at least one of the following priorities developed in coordination with the Governor's Juvenile Justice Advisory Board to be eligible for funding.

Early Intervention at First Offense - Fund programs or other initiatives designed to positively impact youth prior to their involvement in the juvenile justice system or at their first offense and divert them from a path of serious, violent and chronic delinquency. Programs may include support for school resource officers, alcohol and substance abuse education, mentoring and after-school programs.

Disproportionate Minority Contact (DMC) - Decrease DMC, which exists if minority youth have a higher rate of contact with the juvenile justice system than do non-Hispanic white youth. Fund programs or other initiatives designed to address the disproportionate number of juvenile members of minority groups who come into contact with the juvenile justice system.

Gang Intervention - Fund programs that address issues related to juvenile gang activity and the recruitment of juvenile members. These issues include information sharing and prevention and intervention efforts directed at reducing gang-related activities.

Specialized Treatment Services - Fund programs that address the use and abuse of illegal substances, prescription and non-prescription drugs and alcohol. Counseling and professional therapy may also be provided to sex offenders and youth with anger management issues.

Juvenile Justice System Impact - Fund programs designed to impact offender accountability or improve the practices, policies or procedures within the juvenile justice system including rehabilitating and educating youth who have been involved in the juvenile justice system so that future involvement in criminal activity is deterred.

Waiver of Funds - Any entity receiving a local allocation may waive the ability to apply for funds and choose instead to waive the allocation to a larger or neighboring city, county or Native American tribe that will still benefit the waiving area's jurisdiction. The applicant agency is responsible for obtaining a completed JABG Waiver of Funds Form from each agency that chooses to waive its allocation to the applicant. CJD will not award any additional waived funds to the applicant organization until a completed JABG Waiver of Funds Form is signed and fax to CJD at (512) 475-2440 by the application submission deadline. The JABG Waiver of Funds Form is available here or can be downloaded from CJD's website at https://cjdonline.governor.state.tx.us/updates.aspx. In the space provided below, enter the name of the agency waiving funds, amount of funds waived, and the name of the waiving agency's authorized official.

Note: Although the **Waiver of Funds** section is not applicable to discretionary applicants, you must select a value in the box. Discretionary applicants should select not applicable ('N/A') in the box below.

Does this application include funds waived from another jurisdiction?

Select the appropriate response:

_ Yes
X No
_ N/A

If you selected **Yes** above, enter the name of the waiving agency and amount of waived funds (e.g., Anywhere County - $25,000). If multiple jurisdictions are waiving funds to your agency, include the names and amounts for each agency.

Enter the name(s) and amount(s) for waived funds:

Civil Rights Liaison

A civil rights liaison who will serve as the grantee's civil rights point of contact and who will be responsible for ensuring that the grantee meets all applicable civil rights requirements must be designated. The designee will act as the grantee's liaison in civil rights matters with CJD and with the federal Office of Justice Programs.

Enter the Name of the Civil Rights Liaison:

Israel Silva, Jr.

Enter the Address for the Civil Rights Liaison:
1001 N. Doolittle Rd. Edinburg,Texas 78542

Enter the Phone Number for the Civil Rights Liaison [(999) 999-9999]:
956-587-6200

Certification

Each applicant agency will certify to the specific criteria detailed above under **Program Requirements** to be eligible for funding under either the Juvenile Accountability Block Grant (JABG) Local or Statewide Discretionary Solicitations.
X **I certify to all of the above eligibility requirements.**

Problem Statement:

Please provide a detailed account in the Problem Statement section of the existing issues your project will target.
Enter your problem statement:
The project wil target first time juvenile offenders referred to the Judge Mario E. Ramirez, Jr. Juvenile Justice Center's Juvenile Probation Department for delinquent and status offenses.

Supporting Data:

Provide as much supporting data, to include baseline statistics and the sources of your data, which are pertinent to where the grant project is located and/or targeted. Do not use statewide data for a local problem or national data for a statewide problem.
Enter your supporting data:
Department statistical reports refect that in C.Y. 2008 over 1700 referrals for delinquent and status offenses were referred the the Judge Mario E. Ramirez, Jr. Juvenile Justice Center's Juvenile Probation Department for delinquent conduct and status offenses primarily by Hidalgo County law enforcement agencies.

Community Plan:

For projects that have a local or regional impact target area, provide information regarding the community plan need(s) that your project willl address.
Enter your community planning needs:
The priority the community plan addresses Hidalgo having one of the highest rate of Juvenile Crilme in the State of Texas along with an increase of serious violent crimes, drug offenses , and academic failure.

Goal Statement:

Provide a brief description of the overall goals and objectives for this project.
Enter a description for the overall goals and objectives:
The overall goals and objectives for this project is to provide counseling services to first time Juvenile Offernders referred to the Juvenile Probation Department in an effort to deter these offenders from re-offendering and further involvement in the Juvenile Justice System.

Cooperative Working Agreement (CWA):

When a grantee intends to carry out a grant project through cooperating or participating with one or more outside organizations, the grantee must obtain authorized approval signatures on the cooperative working agreement (CWA) from each participating organization. Grantees must maintain on file a signed copy of all cooperative working agreements, and they must submit to CJD a list of each participating organization and a description of the purpose of each **CWA**. Cooperative working agreements do not involve an exchange of funds.

For this project, provide the name of the participating organization(s) and a brief description of the purpose(s) for the **CWA(s)**. You should only provide information here that this project's successful operation is contingent on for the named service or participation from the outside organization.

Note: A **Sample CWA** is available here for your convenience.
Enter your cooperating working agreement(s):

Continuation Projects:

For continuation projects only, if your current or previous year's project is NOT on schedule in accomplishing the stated objectives, briefly describe the major obstacles preventing your organization from successfully reaching the project objectives as stated within your previous grant application. (Data may be calculated on a pro-rated basis depending on how long the current or previous year's project has been operating.)
Enter your current grant's progress:

Project Summary:

Briefly summarize the entire application, including the project's problem statement, supporting data, goal, target group, activities, and objectives. Be sure that the summary is easy to understand by a person not familiar with your project and that you are confident and comfortable with the information if it were to be released under a public information request.

Enter your summary statement for this project:
Hidalgo County statisical reports reflect that over 1700 juvenile referrals were submitted by Hidalgo County law enforcement agencies to the Judge Mario E. Ramirez, Jr. Juvenile Justice Center's Juvenile Probation Department for delinquent conduct and status offenses during the 2008 calendar year. This project is geared towards providing counseling services by Licensed Professional Counselors to referred juvenile offenders in an effort to deter them from further involvement in the juvenile justice system.

You are logged in as **User Name:** reufracio

Print This Page

Agency Name: Hidalgo County
Grant/App: 2153801 **Start Date:** 9/1/2009 **End Date:** 8/1/2010

Project Title: Early Intervention Counseling Progam
Status: Pending CJD Review

Budget Details Information

Introduction

This **Budget** section of your application details budget line items for your proposed project. To create a new budget line item, click on the icon in the **New Budget Item** column. You will be directed to a different area on this page to make selections specific to the budget category. After making your selection, write a brief description of the line item in the **Expenditure Description** box and enter the amount of CJD funds, Cash Match, and if applicable, In Kind Match in the areas provided. In the percentage box, you can enter a percentage for Personnel or number of items to be purchased for Supplies and/or Equipment. When you have finished, click on the **Add New Budget Line Item** button. Repeat this process for each budget line item needed in each budget category. If you need to edit your entries, click on the '+' icon to expand the budget grid. You will notice that a *pencil* icon will display after expanding the grid. Click on the *pencil* icon to be directed to the editing section on this page and follow the instructions in this area to complete your edits.

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Getting Started

On this tab you will notice certain icons that are displayed.

- = a **plus** icon – click on this icon to expand a list of items.
- = a **minus** icon – click on this icon to collapse a list of items.
- = a **new** icon – click on this icon to add a new item.
- = a **pencil** icon - click on this icon to edit your selections.
- = an **information** icon - this help icon is next to certain items that may need further explanation. Simply click and review the information provided in the pop up window.

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Contractual and Professional Services	Substance Abuse-Related Case Management, Counseling, Outpatient, and/or Treatment	Counseling Services for junvenile offenders	$38,148.00	$4,239.00	$0.00	$0.00	$42,387.00	0

	Services							

You are logged in as **User Name:** reufracio

Print This Page

Agency Name: Hidalgo County
Grant/App: 2153801 **Start Date:** 9/1/2009 **End Date:** 8/1/2010

Project Title: Early Intervention Counseling Progam
Status: Pending CJD Review

Documents Information

Introduction

The **Supporting Documentation** section of the application contains general grantee requirements. Please select or enter the appropriate responses in the areas below.

Click on the **Save and Continue** button at any time to save the information entered on this page. If you do not click on this button and navigate away from the page, your work will be lost. When you click the **Save and Continue** button, you may receive several error messages that instruct you to complete the required fields. Your data on any given tab will not save to the system until all required fields are complete and correct.

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- ⓘ = an **information** icon - this help icon is next to certain items that may need further explanation. Simply click and review the information provided in the pop up window.

Certification and Assurances

Each applicant must click on this link to review the standard Certification and Assurances.

Resolution from Governing Body

Except for state agencies, each applicant must provide information related to the resolution from its governing body, such as the city council, county commissioners' court, school board, or board of directors. Please ensure that the resolution approved by your governing body addresses items one through four below.

1. Authorization by your governing body for the submission of the application to CJD that clearly identifies the name of the project for which funding is requested;
2. A commitment to provide all applicable matching funds;
3. A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update CJD should the official change during the grant period.); and
4. A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to CJD.

Upon approval from your agency's governing body, upload the approved resolution to eGrants by clicking on the **Upload Files** sub-tab located in the **Summary** tab.

Contract Compliance

Will CJD grant funds be used to support any contracts for professional services?

Select the Appropriate Response:

X Yes
_ No

For applicant agencies that selected **Yes** above, describe how you will monitor the activities of the sub-contractor(s) for compliance with the contract provisions (including equipment purchases), deliverables, and all applicable statutes, rules, regulations, and guidelines governing this project.

Enter a description for monitoring contract compliance:

Activities will be monitored by the Project Director for compliance with all aspects of the grant requirements and the delivery of counseling services.

Lobbying

For applicant agencies requesting grant funds in excess of $100,000, have any federally appropriated funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement?

Select the Appropriate Response:

_ Yes
_ No
X N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this federal contract, loan, or cooperative agreement?

Select the Appropriate Reponse:

_ Yes
X No
_ N/A

Fiscal Year

Provide the begin and end date for the applicant agency's fiscal year (e.g., 09/01/20xx to 08/31/20xx).

Enter the Begin Date [mm/dd/yyyy]:

1/1/2009

Enter the End Date [mm/dd/yyyy]:

12/31/2009

Sources of Financial Support

Each applicant must provide the amount of grant funds expended during the most recently completed fiscal year for the following sources:

Enter the amount ($) of Federal Grant Funds:

0

Enter the amount ($) of State Grant Funds:

2281818

Single Audit

Has the applicant agency expended federal grant funding of $500,000 or more, or state grant funding of $500,000 or more during the most recently completed fiscal year?

Select the Appropriate Response:

X Yes
_ No

Note: *Applicants who expend less than $500,000 in federal grant funding or less than $500,000 in state grant funding are exempt from the Single Audit Act and cannot charge audit costs to a CJD grant. However, CJD may require a limited scope audit as defined in OMB Circular A-133.*

Applicant agencies that selected **Yes** above, provide the date of your organization's last annual single audit, performed by an independent auditor (in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133).

Enter the date of your last annual single audit:

2/12/2008

Equal Employment Opportunity Plan (EEOP)

Type I Entity: Defined as an applicant that meets one or more of the following criteria:

- the applicant has less than 50 employees;
- the applicant is a non-profit organization;
- the applicant is a medical institution;
- the applicant is an Indian tribe;
- the applicant is an educational institution, or
- the applicant is receiving a single award of less than $25,000.

Requirements for a Type I Entity:

- The applicant is not required to prepare an EEOP because it is a Type I Entity as defined above, pursuant to 28 CFR 42.302 ; and
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Type II Entity: Defined as an applicant that meets the following criteria:

- the applicant has 50 or more employees, and
- the applicant is receiving a single award of $25,000 or more, but less than $500,000.

Requirements for a Type II Entity: Federal law requires a Type II Entity to formulate an EEOP and keep it on file.

- The applicant agency is required to formulate an EEOP in accordance with 28 CFR 42.301, et seq., subpart E;
- the EEOP is required to be formulated and signed into effect within the past two years by the proper authority;
- the EEOP is available for review by the public and employees or for review or audit by officials of CJD, CJD's designee, or the Office of Civil Rights, Office of Justice Programs, U.S. Department of Justice, as required by relevant laws and regulations;
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services; and
- the EEOP is required to be on file in the office of (enter the name and address where the EEOP is filed below):

Enter the name of the person responsible for the EEOP and the address of the office where the EEOP is filed:

Type III Entity: Defined as an applicant that is NOT a Type I or Type II Entity.

Requirements for a Type III Entity: Federal law requires a Type III Entity to formulate an EEOP and submit it for approval to the Ofice for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

- The EEOP is required to be formulated and signed into effect within the past two years by the proper authority;
- the EEOP has been submitted to the Office of Civil Rights (OCR), Office of Justice Programs, U.S. Department of Justice and has been approved by the OCR, or it will be submitted to the OCR for approval upon award of the grant, as required by relevant laws and regulations; and
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Based on the definitions and requirements above, the applicant agency certifies to the following entity type:

Select the appropriate response:
_ Type I Entity
X Type II Entity
_ Type III Entity

Debarment

Each applicant agency will certify that it and its principles:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;
- Have not within a three-year period preceding this 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; or
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses unumerated in section 1.2(a) in the Certification and Assurances document cited above in the **Introduction**; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Select the appropriate response:
X I Certify
_ Unable to Certify

If you selected **Unable to Certify** above, please provide an explanation as to why the applicant agency cannot certify the statements.
Enter the debarment justification:

You are logged in as **User Name**: reufracio

From: Mike Escaname [mailto:mike.escaname@auditor.co.hidalgo.tx.us]
Sent: Wednesday, February 18, 2009 5:17 PM
To: chris.trevino@hidalgocountyjudge.com
Cc: becky.luna@auditor.co.hidalgo.tx.us; manuel.chapa@co.hidalgo.tx.us; 'Sergio Cruz'; 'Oscar Garcia'; 'Elena Gaitan'
Subject: Steps to Reset Judge's Password (Early Intervention Counseling Program)

Chris,

I spoke with Judy Switzer a few minutes ago.

As per her instructions, you need to email egrants@governor.state.tx.us and instruct them to reset Judge J.D. Salinas's password.

Please provide them your name, phone number and grant number that you are referencing.

You will probably need to do this twice; Once for this grant (**grant # 2153801 Early Intervention Counseling Program)** to have the Judge "certify" the application and again for the other grant (which I'll email separately) to have the Judge "certify" the budget amendment.

If you have any issues with the process, you may call Judy Switzer, she is a Program Manager from the Governor's Office. Her phone number is 512-463-7879.

Make sure they only reset the Judge's password and not Mr. Eufracio's password.

Also, I'd appreciate if you can let me know once you are able to complete the process.

The deadline for accepting this grant application is **02/27/09**.

Thanks,

Mike Escaname
Grant Accounting Supervisor
Hidalgo County Auditor's Office
(956) 318-2511 ext. 4670

-----Original Message-----
From: Ray Eufracio [mailto:ray.eufracio@auditor.co.hidalgo.tx.us]
Sent: Wednesday, February 18, 2009 9:54 AM
To: 'Mike Escaname'
Cc: becky.morales@auditor.co.hidalgo.tx.us; 'Linda Fong'

Subject: FW: eGrants: Certification Required for Submitted CJD Grant Application - 2153801

-----Original Message-----
From: egrants@governor.state.tx.us [mailto:egrants@governor.state.tx.us]
Sent: Tuesday, February 17, 2009 2:11 PM
To: jd.salinas@co.hidalgo.tx.us; buddysilva@sbcglobal.net; ray.eufracio@auditor.co.hidalgo.tx.us
Subject: eGrants: Certification Required for Submitted CJD Grant Application - 2153801

The Office of the Governor, Criminal Justice Division (CJD) has received your submission for grant application number 2153801, titled Early Intervention Counseling Progam.

To complete the application submission process, the Authorized Official (AO) assigned to this application must certify the application. The AO must log on to eGrants at https://cjdonline.governor.state.tx.us, go to the 'My Home' page, locate the application that is in the status 'Pending AO Certification', click on the grant number, and proceed to the 'Submit Application' tab. The AO can certify the application by clicking on the 'Certify Official Application' button.

Please Note: Failure to certify and submit the application will result in a delay in the processing of your application.

Mike Escaname
Grant Accounting Supervisor
Hidalgo County Auditor's Office
2808 S. Business Hwy 281
Edinburg, Texas 78539
(956) 318-2511 ext. 4670

The County of Hidalgo, Texas



AI-14113 **11.A.**

FY 2008 Annual Asset Forfeiture Reports
CC REGULAR

Date:	02/24/2009
Submitted By:	Nelda Olivarez, HIDTA
Submitted For:	Rene Guerra, Criminal District Attorney
Department:	HIDTA
Agenda Category:	HIDTA - Task Force

Information

CAPTION

Requesting authorization for the County Judge to execute the following:
1. FY 2008 Chapter 59 Asset Forfeiture Report by Law Enforcement Agency - Hidalgo County HIDTA Task Force
2. FY 2008 Equitable Sharing Agreement and Certification Report - Hidalgo County HIDTA Task Force
3. FY 2008 Equitable Sharing Agreement and Certification Report - Hidalgo County District Attorney's Office

BACKGROUND

The annual reports being submitted are prerequisites as per grant terms, state and federal guidelines. Reports are being submitted to Tx Attorney General, US Dept of Justice, and US Dept of the Treasury, respectively. The Hidalgo County Auditor's Office reviewed said reports.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Submittal of annual reports to agencies does not require funding; no fiscal impact.

Attachments

Link: 2008 Chapter 59 Report

Link: 2008 Equitable Report

Link: 2008 DA's Equitable Report

Link: Audit Letter HIDTA Chapt. 59

Link: Audit Letter DA's office

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/19/2009 10:04 AM	APRV
2	Ivan Cantu	Ivan Cantu	02/20/2009 10:11 AM	APRV
3	Auditor's Office		02/20/2009 05:33 PM	NEW

Form Started By: Nelda Olivarez

Started On: 02/18/2009 03:57 PM

Final Approval Date: 02/20/2009

FY 2008
CHAPTER 59 ASSET FORFEITURE REPORT
BY LAW ENFORCEMENT AGENCY

Agency Name: **Hidalgo County High Intensity Drug Trafficking Area (H.I.D.T.A.) Task Force**

Reporting Period: (local fiscal year) **01/01/08 - 12/31/08**

Agency Mailing Address: **P.O. Box 5719**
McAllen, Texas 70502-5719

example: 01/01/08 to 12/31/08, 09/01/07 to 08/31/08 etc.

Phone Number: **(956) 381-0444**

County: **Hidalgo County**

NOTE: PLEASE ROUND ALL DOLLAR FIGURES TO NEAREST WHOLE DOLLAR.

I. Beginning Balance

A) Forfeited Funds..... $ **1,854,596.00**

INSTRUCTIONS: Include total amount of forfeited funds on hand (in your agency's account or in your agency's possession) at beginning of the reporting period including interest. **Do not** include funds that have been forfeited but not yet received by your agency.

B) Seized Funds..... $ 0.00

INSTRUCTIONS: Include total amount of seized funds on hand (in your agency's account or in your agency's possession) at beginning of reporting period including interest. Include funds that may have been forfeited but have not been transferred from your agency's seizure account to your agency's forfeiture account. **Do not** include funds that are in an account held by another agency, e.g., the District Attorney's account.

II. Seizures and Forfeiture Receipts during Reporting Period

A) Currency and Negotiable Instruments

1) Amount Seized by Reporting Agency..... $ **62,309.00**

INSTRUCTIONS: Include only those seizures which occurred during the reporting period and where the seizure affidavit required by Article 59.03 is sworn to be a pace officer employed by your agency.

2) Amount Forfeited to and Received by Reporting Agency (including interest)..... $ **21,319.00**

INSTRUCTIONS: Do not include amounts forfeited but not yet received by your agency; Interest refers to the amount earned prior to forfeiture and distributed as part of the judgment of forfeiture.

3) Amount Returned to Defendants..... $ **11,149.00**

B) Other Property

List the number of items seized for the following categories. Include only those seizures where the seizure affidavit required by Article 59.03 is sworn to by a peace officer employed by the agency filing this report. If property is sold, is to be sold, list under "Proceeds Received by Reporting Agency from Sales of Above-Listed Property" (see below) in the reporting year in which the proceeds are received.

Please note- this should be a number not a currency amount. Example 4 cars seized, 3 cars forfeited and 0 cars put into use	SEIZED	FORFEITED TO AGENCY	PUT INTO USE BY AGENCY
1) MOTOR VEHICLES (Include cars, motorcycles, tractor trailers, etc.	**25**	**25**	**3**
2) REAL PROPERTY (Count each parcel seized as one item)	**0**	**0**	**0**
3) COMPUTERS (Include computer and attached system components such as printers and monitors, as one item)	**0**	**0**	**0**
4) FIREARMS (Include only firearms seized for forfeiture under Chapter 59. Do not include weapons disposed under Chapter 18.)	**0**	**0**	**0**
5) Other Property: Description: **See Attachment A**	**15**	**5**	**3**
Other Property: Description:			
Other Property: Description:			

III Proceeds Received by Reporting Agency from Sale of Above-Listed property (Categories 1 through 5)..... $ **122,457.00**

INSTRUCTIONS: Include amounts received for all property sold during the reporting period, even if the subject property was forfeited in a prior reporting period.

IV. Forfeited Property and Proceeds Received From Another Agency

INSTRUCTIONS: Enter the Total dollar amount or total number of items received pursuant to a **sharing agreement where the forfeiture judgment awarded ownership of the property to another agency** prior to it being transferred to your agency.

A. Proceeds - (should be a dollar amount)..... $ 0.00

B. Vehicles.- (should be a number not a currency amount)..... 0

C. Other - (should be a number not a currency amount)..... 0

V. Interest Earned on Forfeited Funds During Reporting Period..... $ **27,735.00**

INSTRUCTIONS: Include only the amount of interest earned on forfeited funds or interest earned on funds derived from the sale of forfeited property. Do not include interest earned if funds are on deposit in an account that does not belong to your agency, e.g. the District Attorney's account. Do not include interest earned on seized but not yet forfeited funds.

VI. Interest Earned on Seized funds During Reporting Period..... $ **523.00**

INSTRUCTIONS: Include only the amount of interest earned on seized funds or funds that may have been forfeited but not yet transferred to your forfeiture account. Do not include interest earned on seized funds that are on deposit in an account that does not belong to your agency.

VII. Expenditures

INSTRUCTIONS: List the total amount expended for each of the following categories. **This category is ONLY for expenditures made from Chapter 59 funds.** If proceeds are expended for a category not listed, state the amount and nature of the expenditure under the "Other" category.

Salaries	$	142,748.00
Overtime	$	0.00
Equipment (includes vehicles, computers & software, maintenance costs, etc	$	95,684.00
Supplies (includes cellular air time, miscellaneous commodities	$	5,345.00
Travel	$	0.00
Paid to or Shared with Cooperating Agency	$	0.00
Confidential Informant Payments	$	0.00
Prevention / Treatment Programs	$	0.00
Facility Costs (building purchase, lease payments, remodeling, maintenance fees etc.)	$	166.00
Miscellaneous Fees (bank account service charges, insurance, audit fees, witness fees etc.)	$	2,035.00

Other: (attach additional sheets if necessary)

Description: ***ATTACHMENT B*** (Transferred to other law enforcement agencies)	$40,000.00	
Description: ***ATTACHMENT C*** (Miscellaneous Expenditures)	$25,545.00	
Description:		
	Other Total $	65,545.00
TOTAL EXPENDITURES:	$	311,523.00

CERTIFICATION

NAME OF AGENCY OFFICIAL: Juan D. Salinas III

TITLE: Hidalgo County Judge

SIGNATURE: _____

DATE: _____

RETURN COMPLETED FORM TO: Office of the Attorney General
Criminal Law Enforcement Division, ATTN: Kent Richardson
P.O. Box 12548
Austin, TX 78711-2548

renee.gray@oag.state.tx.us kent.richardson@oag.state.tx.us
(512)936-1348
FAX(512)494-8283

ATTACHMENT A

B) Other Property

Please note- this should be a number not a currency amount.	SEIZED	FORFEITED TO AGENCY	PUT INTO USE BY AGENCY
5) Other Property: Description:_ *MISCELLANEOUS*	**15**	**5**	**3**

	Case No.	SEIZED ITEMS	Other Description	Seized Date	TF CASE No.	Date Awared to HIDTA	Remarks
1	0323-08-A	ONE (1) MEN'S SILVER ROLEX W/ DIAMONDS					ORDER TO NON-SUIT
2	0323-08-A	ONE (1) SILVER NECKLACE WITH CROSS					ORDER TO NON-SUIT
3	0323-08-A	ONE (1) MEN'S SILVER RING W/STONE					NON-SUITED
4	0323-08-A	ONE (1) PRADA CELL PHONE	SN 704KPNY0099287				NON-SUITED
5	0323-08-A	ONE (1) MOTOROLA BOOST PHONE	SN 364VHE2FNX				NON-SUITED
6	0323-08-A	ONE (1) MOTOROLA CELL PHONE	SN 364VHEFY52				NON-SUITED
7	0323-08-A	ONE (1) MOTOROLA CELL PHONE	SN 364VHA60ZK				NON-SUITED
8	0323-08-A	TWO (1) MOTOROLA CELL PHONE	(TWO GLUDED TOGETHER)				NON-SUITED
9	0323-08-A	ONE (1) LEATHER MEN'S PURSE					NON-SUITED
10	0618-08-D	ONE (1) BLACK METAL TOOL BOX W/FIFTY (50) TOOLS		03/06/08	08-03-006	08/18/08	SOLD/$27.00
11	0915-08-D	ONE (1) PHILLIPS LCD TELEVISSION	SERIAL#YA160730026387	04/11/08	08-03-002	07/14/08	IN TF USE
12	0915-08-D	ONE (1) SONY DVD PLAYER	SERIAL#3601162	04/11/08	08-03-002	07/14/08	IN TF USE
13	0915-08-D	ONE (1) MOVADO MEN'S WATCH GOLD COLOR		04/11/08	08-03-002	07/14/08	SOLD/$135.00
14	1310-08-E	ONE (1) METAL DOLLY	RED IN COLOR	08/29/08	08-05-009		IN TF USE
15	079-09-H	16 BOXES MISC - AUTO PART		12/22/08	08-12-023	PENDING	

ATTACHMENT B

VII. Expenditures

INSTRUCTIONS: List the total amount expended for each of the following categories. **This category is ONLY for expenditures made from Chapter 59 funds.** If proceeds are expended for a category not listed, state the amount and nature of the expenditure under the "Other" category.

Other: (attach additional sheets if mecessary) $ **40,000.00**

Check Amount	*Vendor*	*Check Number*	*Check Date*	*Invoice Number*
Shared with other Law-Enforcement Agencies				
20,000.00	McAllen Independent School District.Police Dept (K-9	335860	11/12/08	Interlocal
20,000.00	Constable Precinct 3	JE#84042	11/17/08	Interlocal

$40,000.00 ***Chapter 59 - 2008 Expenditures / under the "Other" category***

ATTACHMENT C

VII. Expenditures

INSTRUCTIONS: List the total amount expended for each of the following categories. **This category is ONLY for expenditures made from Chapter 59 funds.** If proceeds are expended for a category not listed, state the amount and nature of the expenditure under the "Other" category.

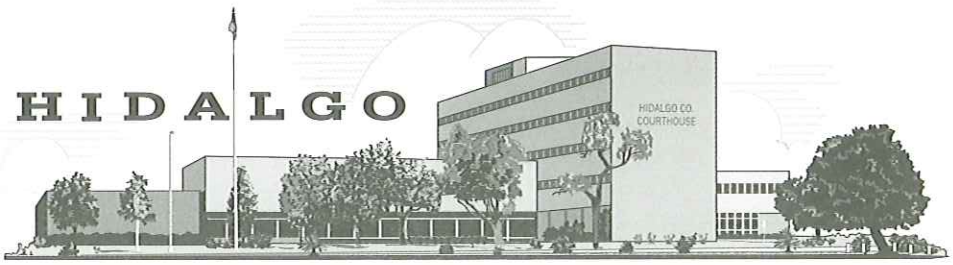
Other: (attach additional sheets if necessary) **$ 25,545.21**

Check Amount	*Vendor*	*Check Number*	*Check Date*	*Invoice Number*
Hauling & Freight				
$ 728.00	Abrego Towing & Storage	330114	05/13/08	305901
75.00	Zamora's Wrecker Service	330984	06/03/08	0011
325.00	Abrego Towing	337816	01/28/08	12/9/2008
Court Costs				
65.00	Constable Jack Abrecia	330142	05/13/08	5/6/2008
266.00	Laura Hinojosa, County Clerk	328359	03/18/08	C-2171-07-B
458.00	Laura Hinojosa, County Clerk	331444	06/17/08	C-1807-07-C
324.00	Laura Hinojosa, County Clerk	331444	06/17/08	C-2934-07-D
324.00	Laura Hinojosa, County Clerk	331444	06/17/08	C-2934-07-A
206.00	Laura Hinojosa, County Clerk	331444	06/17/08	C-2764-07-A
333.00	Laura Hinojosa, County Clerk	331444	06/17/08	C-2996-06-I
120.00	Starr County Sheriff	331920	07/01/08	2008-05-017
60.00	Illinois Cook County	333941	09/09/08	2008-08-016
475.00	Kittleman, Thomas, & Gonzales	334438	09/23/08	HIA 07-06-08
337.00	Laura Hinojosa	334835	10/07/08	C-964-08-F
397.00	Laura Hinojosa	334835	10/07/08	C-618-18-D
264.00	Laura Hinojosa	334835	10/07/08	C-295507-F
339.00	Laura Hinojosa	334835	10/07/08	C-1310-08-E
34.00	Lake County Sheriff	336630	12/09/08	2008-08-018
Late Fee,Penalties				
24.54	AT&T	330340	05/19/08	9563810444
24.43	AT&T	330340	05/19/08	9563810444
23.92	AT&T	330340	05/19/08	9563810444
2.95	Time Warner Cable	330539	05/19/08	9563810444
2.95	Time Warner Cable	330539	05/19/08	9563810444
63.83	Valero Marketing	328674	04/01/08	84550037
74.04	Valero Marketing	328286	03/11/08	84550037
81.96	Valero Marketing	327878	02/26/08	84550037
2.95	Time Warner Cable	327726	02/20/08	826286004
2.95	Time Warner Cable	327726	02/20/08	826286004
22.11	AT&T	327506	02/20/08	956 381-0444
49.00	AT&T	332331	07/22/08	
70.86	Valero	332616	07/22/08	
24.40	AT&T	332831	08/05/08	956 3810444
16.77	AT&T	333697	09/02/08	956 381-0444
2.95	Time Warner Cable	336227	11/25/08	8262 86 004
2.95	Time Warner Cable	336627	11/25/08	8262 86 004
Other				
60.00	Cameron County Sheriff's	329882	05/06/08	2008-03-024
45.00	Collier County Sheriff's	328328	03/18/08	C-563-08-B

Check Amount	*Vendor*	*Check Number*	*Check Date*	*Invoice Number*
20.00	Hillsborough County	327200	01/30/08	C-2955-07-F
15,412.99	Clean Harbors Environmental (Destruction of Evidence	331356	06/17/08	7x0813542
150.00	ROCIC/Regional Orginal Crime Information Center	331134	06/10/08	5646-191
60.00	Guthrie Locksmith (Seized vehicle0	334625	09/30/08	32116
54.13	Pre-Paid cellular phone for Undercover investigation	JE#84009	10/16/08	
300.00	Informant Payment	JE#84011	10/16/08	
21.65	Pre-Paid cellular phone for Undercover investigation	JE#84009	10/16/08	
54.13	Pre-Paid cellular phone for Undercover investigation	JE#84009	10/16/08	
3,000.00	Informant Payment	JE#84701	12/31/08	
663.75	Bay County Board	337851	01/28/09	
80.00	Munoz, Dora, Reimburse-Cash Seizure Investigation	338021	01/28/09	

$ 25,545.21 ***Chapter 59 - 2008 Expenditures / under the "Other" category***

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

February 18, 2009

Dora L. Muñoz
HIDTA Task Force Commander
P.O. Box 5719
McAllen, Texas 78502

Ref: Chapter 59 Asset Forfeiture Report
For the Year Ended December 31, 2008
Report No. 2009-11

Dear Ms. Muñoz:

We have conducted a review of the Hidalgo County HIDTA Task Force "Chapter 59 Asset Forfeiture Report By Law Enforcement Agency" for the year ended December 31, 2008. The objective of the review was to determine whether seizures, forfeitures, receipts and expenditures of all such proceeds and property received under Code of Criminal Procedure Chapter 59 "Forfeiture of Contraband" were properly accounted and reported.

The scope of our review was limited to transactions reported on the "Chapter 59 Asset Forfeiture Report By Law Enforcement Agency" for the year ended December 31, 2008. Our review was not designed nor intended to be a detailed study of every relevant control system, procedure, or transaction. In planning and performing our review, we obtained an understanding of Code of Criminal Procedure Chapter 59; reviewed financial reports containing revenues generated from the sale of forfeited property, interest earned, and court-ordered judgments. In addition, we reviewed financial seizure accounting reports and expenditures incurred.

Based on the results of our review, there was no evidence that seizures, forfeitures, receipts, and expenditures of all such proceeds and property received under Code of Criminal Procedure Chapter 59 for the year ended December 31, 2008 were not properly accounted and reported.

If you have any questions please call, Letty Chavez, Internal Auditor III, at 318-2511 ext. 4651, Arcy B. Duran, MBA, Director of Audit, at ext.4645, or me at ext. 4604.

Sincerely,

Ray Eufracio, CPA
County Auditor

HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ, JR. JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 389TH D.C. | AIDA SALINAS FLORES JUDGE, 398TH D.C. | ISRAEL RAMON, JR. JUDGE, 430TH D.C. | JESSE CONTRERAS JUDGE, 449TH D.C.

Cc: The Honorable Juan D. Salinas III, Hidalgo County Judge
The Honorable Sylvia Handy, Commissioner Precinct 1
The Honorable Hector "Tito" Palacios, Commissioner Precinct 2
The Honorable Jose Flores, Commissioner Precinct 3
The Honorable Oscar Garza, Commissioner Precinct 4
Kent Richardson, Office of the Attorney General, Criminal Law Enforcement Division

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

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February 18, 2009

Commander Dora Munoz
H.I.D.T.A. Task Force
3100 S. Closner
Edinburg, Texas 78539

Ref: 2008 Federal Annual Certification Report

Dear Ms. Munoz:

The Hidalgo County Auditor's Office has conducted a review of the 2008 Federal Annual Certification Report prepared by your office. Our review was limited to a comparison of the amount contained in the certification report to our financial information system (SAGE).

The results of our review revealed that the information on the report agreed to our financial information system.

If you have any questions, please call Mike Escaname, Grant Accounting Supervisor, at (956) 318-2511 ext. 4670, or me at ext. 4604.

Sincerely,

Ray Eufracio, CPA
Hidalgo County Auditor

Cc: The Honorable Rene Guerra

HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ, JR. JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 389TH D.C. | AIDA SALINAS FLORES JUDGE, 398TH D.C. | ISRAEL RAMON, JR. JUDGE, 430TH D.C. | JESSE CONTRERAS JUDGE, 449TH D.C.

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

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FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

February 18, 2009

The Honorable Rene Guerra
100 N. Closner
Edinburg, Texas 78539

Ref: 2008 Federal Annual Certification Report

Dear Mr. Guerra:

The Hidalgo County Auditor's Office has conducted a review of the 2008 Federal Annual Certification Report prepared by Nelda Olivarez, Accountant. Our review was limited to a comparison of the amount contained in the certification report to our financial information system (SAGE).

The results of our review revealed that the information on the report agreed to our financial information system.

If you have any questions, please call Mike Escaname, Grant Accounting Supervisor, at (956) 318-2511 ext. 4670, or me at ext. 4604.

Sincerely,

Ray Eufracio, CPA
County Auditor

HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ, JR.	RODOLFO DELGADO	J. R. "BOBBY" FLORES	ROSE GUERRA REYNA	JUAN R. PARTIDA	MARIO E. RAMIREZ, JR.	NOE GONZALEZ	LETICIA LOPEZ	AIDA SALINAS FLORES	ISRAEL RAMON, JR.	JESSE CONTRERAS
JUDGE, 92ND D.C.	JUDGE, 93RD D.C.	JUDGE, 139TH D.C.	JUDGE, 206TH D.C.	JUDGE, 275TH D.C.	JUDGE, 332ND D.C.	JUDGE, 370TH D.C. OVERSEER	JUDGE, 389TH D.C.	JUDGE, 398TH D.C.	JUDGE, 430TH D.C.	JUDGE, 449TH D.C.

AI-14099 **12.A.**

cancel Subrecipient Agr - Boys & Girls Club - Mission
CC REGULAR

Date:	02/24/2009
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

The Urban County Program requests approval to cancel the Subrecipient Agreement with the Boys & Girls Club of Mission (Youth Services) in the amount of $16,172.35 for Urban County Program Year 21 (2008).

BACKGROUND

The Boys & Girls Club of Mission has become a department of the City of Mission and will no longer be able to continue to meet guidelines as set forth by the Urban County Program. Therefore, a request to cancel the subrecipient agreement is being recommended. The Boys & Girls Club of Mission receives funding from Hidalgo County Precinct #3. (See attached correspondence from the subrecipient).

Fiscal Impact

Attachments

Link: club letter (Mission)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/18/2009 03:22 PM	APRV
2	Veronica Lopez	Veronica Lopez	02/19/2009 10:00 AM	APRV
3	Auditor's Office		02/20/2009 05:33 PM	NEW

Form Started By: Estella Webber — Started On: 02/18/2009 01:34 PM

Final Approval Date: 02/20/2009

BOYS & GIRLS CLUB
OF MISSION

Main Office
209 W. 18th St. • Mission, Texas 78572
Tel. (956) 585-3606
Fax: (956) 585-2437

February 13, 2009

Hidalgo County Urbar Program

1916 Tesoro Blvd

Pharr, TX 78577

To whom it may concern:

This letter is to inform you that the Boys & Girls Club of Mission has become a department of the City of Mission as of October 1, 2008. We wil no longer continue to meet all deadlines and guidelines set forth from the county. We look forward to continue working with Hidalgo County Urban Program in the future. If you have any questions on this matter please feel free to call me at (956) 585-3606.

Thank you,

A. Omar Garcia

FEB 13 2009

AI-14112 **12.B.**

Contract extension - Dos Logistics - Delta Area W/S Imp.

CC REGULAR

Date:	02/24/2009
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

The Urban County Program requests approval of Amendment #2 to the professional engineering contract with Dos Logistics, Inc., to include an additional time extension of 180 days for contract completion for the planning Services on Water/Sewer Improvements for the Delta Area Regional Water/Wastewater Treatment Plants.

BACKGROUND

Hidalgo County Commissioner's Court approved a professional engineering contract with Dos Logistics, Inc. on March 11, 2008 in the amount of $500,000.00. Amendment #1 was to request an additional 60 days and was granted on August 19, 2008. Amendment #2 is being requested for an additional 180 days for completion of the planning study. There is no budget increase to the contract. (See attached letter of request)

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budget increase to the contract.

Attachments

Link: engineering contract extension

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/18/2009 04:01 PM	APRV
2	Veronica Lopez	Veronica Lopez	02/19/2009 04:02 PM	APRV
3	Auditor's Office		02/20/2009 05:33 PM	NEW

Form Started By: Estella Webber — Started On: 02/18/2009 03:51 PM

Final Approval Date: 02/20/2009

February 17, 2009

Ms. Diana Serna, Director
Hidalgo County Urban County Program
1916 Tesoro Boulevard
Pharr, Texas 78577

RE: PLANNING SERVICES & WATER/SEWER IMPROVEMENT PROJECT FOR DELTA AREA REGIONAL WATER/WASTEWATER TREATMENT PLANT: PROJECT ACCOUNT NO. 5007-91-2000/0310-5000-9100

Dear Ms. Serna:

Dos Logistics, Inc. (DL, Inc.) is requesting a 180-day extension on the referenced contract to be made effective December 7, 2008 and expire June 4, 2009.

As you know, DL, Inc. was contracted through the Hidalgo County Urban County Program, to provide planning and project development assistance for the above referenced project for the Precinct 1 Cities of Elsa, Edcouch, and La Villa - which in part, includes grant funding research and application development assistance. There are currently multiple grant applications either submitted or in the process of being submitted to both federal and state agencies, including the *Border Environmental Cooperation Commission (BECC), the Texas Water Development Board (TWDB) Economically Distressed Areas Program (EDAP), and the United States Department of Agriculture Office of Rural and Community Affairs.* The funding applications include grant assistance for Planning, Acquisition, Design, and Construction for water and wastewater upgrades at our target cities.

The funding agencies (i.e., TWDB-EDAP and USDA) have strict pre-application criteria requirements that must be met by each of the Cities prior to the submittal of a funding application, including technical, logistical, and cost data. As the consultant for this project, it is important that we continue to be available to the Cities to not only provide application preparation assistance, but to also guide through the process and coordination of meeting all eligibility requirements of these agencies. This will ensure the Cities have the best possible chance for realizing these improvement projects through full construction. It is also important to point out that in meeting with these agencies, we were informed that final availability of funding will be greatly affected by the regulations set-forth by the Economic Stimulus Package recently signed by the President. TWDB for instance, has already initiated the process for eligible communities and it is unknown how long the process will take before communities receive notice of final award.

DL, Inc. is 100% complete with the four Environmental Information Documents (EID) required under our Scope. We anticipate that this will categorize these projects at a higher grade of eligibility for potential full design and construction funding. In terms of anticipated dates, the BECC recently announced that our applications did not require any additional information or a

site review/visit by BECC officials as the project(s) applications met their preliminary eligibility requirements. BECC has indicated that they will announce prioritization of projects by March or April of this year.

Thank you for your consideration to this request. Please also be advised that this request will not change the contractual agreement between the Hidalgo County Urban County Program and DL, Inc. as well as other general responsibilities of our firm for this project.

Please do not hesitate to contact me at 956-797-4601 or via email at ericybarra@doslogistics.com if you have any questions or require additional information.

Respectfully,

ERIC C. YBARRA
President/CEO

AI-14110 **12.C.**

Environmental Information Report - Dos Logistics (Pct. #1)

CC REGULAR

Date:	02/24/2009
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Presentation of monthly status report by Dos Logistics, Inc. on the development of an Environmental Information Study and a Preliminary Engineering Report in connection with Pct. #1 Water / Sewer Improvement and Planning Activity.

BACKGROUND

As required by contract.

Fiscal Impact

Attachments

Link: BACK-UP

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/18/2009 04:01 PM	APRV
2	Veronica Lopez	Veronica Lopez	02/18/2009 04:05 PM	APRV
3	Auditor's Office		02/20/2009 05:33 PM	NEW

Form Started By: Estella Webber — Started On: 02/18/2009 03:34 PM

Final Approval Date: 02/20/2009

December 2008 – February 2009

Delta Area Regional Water/Wastewater Treatment Plant



Monthly Update Report

Project No.: 5007-91-2000-0310-5000-9100

DL, INC.
DOS LOGISTICS, INC.

Monthly Summary of Work
Delta Area Regional Water/Wastewater Treatment Plant
(Elsa, Edcouch, and La Villa)
Update Report

Dos Logistics, Inc. (DL, Inc.) has compiled a summary of its work on the Delta Area Regional Water/Wastewater Treatment Plant planning services project. Comprehensive project reports and support material as they relate to respective scope items outlined in the contract are provided herein, as well as other support materials that further highlight progress and project development.

The following is a summary of the current activities, research, and analytical findings in accordance with the scope of services for the Environmental Review documents; technical evaluations and QA/QC analysis of Facility Plans; Grant/Funding Research and Submittals; and other related project correspondence.

Environmental Information Documents

Dos Logistics, Inc. (DL, Inc.) is currently 100% complete with the *City of La Villa* and *City of Edcouch, City of Elsa, and the Regional Service Area* Environmental Information Documents (EID). A hard copy of the City of Edcouch and La Villa EID was previously submitted to the Hidalgo County Urban County Department. Included with this submittal are hard copies of the City of Elsa and Regional Service Area EID.

SUPPORT MATERIAL SUBMITTED: EXHIBIT 1
Hard Copies of Final City of Elsa and Regional Service Area Environmental Information Documents

Preliminary Engineering Report

DL, Inc. continued work/development of the Preliminary Engineering Report for the targeted Cities, as well as a Regional Plan which will explore the option having water and wastewater facilities that will service all communities. The most cost-effective alternatives will be examined to provide the communities with the best option that will be capable of handling projected demands on the systems. All options will adhere to the Texas Commission on Environmental Quality's criteria

All alternatives and recommendations for the Preliminary Engineering Report will comply with Chapter 217 Design Criteria for Domestic Wastewater Systems. This rule was changed and adopted by the Texas Commission on Environmental Quality on August 28, 2008. The previous used the criteria based on Chapter 317 which has been repealed.

The PER for the City of Elsa and Edcouch are 90% and 95 % complete, respectively. The Regional PER will be completed within one week. All PER's will include a review of the

general planning area, an inventory of the existing facilities, an evaluation of the need for the project and all alternatives considered, and finally, conclusions and recommendations.

The support material includes an opinion of probable cost. Highlighted portions represent items still being investigated for accuracy of costs.

SUPPORT MATERIAL SUBMITTED: EXHIBIT 2

A. City of Elsa Preliminary Engineering Report (Draft Copy)
B. City of Edcouch Preliminary Engineering Report (Draft Copy)

Project Management and Coordination

The DL, Inc. team continued its state and federal funding coordination – specifically on eligible grant funding programs for investments in public works, economic development facilities, and water and environmental programs.

On January 22, 2009, DL, Inc. coordinated a Pre-Application meeting in Austin, Texas with the Texas Water Development Board (TWBD) to discuss funding availability through the Economically Distressed Areas Program (EDAP). The meeting with the TWDB resulted through the coordination of Preliminary Engineering Reports, Facility Plans, Environmental Impact Documents, and respective planning studies for the cities of Edcouch, Elsa, and La Villa to the EDAP Project Lead and review staff. The Pre-Application meeting with the EDAP staff was a strategic step in identifying grant opportunities for the development of Stand-Alone or Regional Water and Wastewater Facility through the Hidalgo County – Urban County Program. The meeting resulted in the identification of a tremendous opportunity for funding assistance through the EDAP program.

Prior to the submittal of an EDAP application to the TWDB, a series of action items must be taken by the target Cities in order to meet qualifying criteria through TWDB. The EDAP staff indicated that although there is no deadline to apply for funds, projects are funded on a "first-come-first-serve" basis and the application will undergo a preliminary review when submitted to determine if any items are missing. Items lacking in the application must be met prior to final award.

On February 3, 2009, DL, Inc. met with *Delimira Olivarez, Edcouch City Manager, Mayor Calin Guzman and Commissioner Henry Martinez as well as Salomon Torres*, a representative from Congressman Hinojosa's Office at City Hall. The meeting was used to explain to the city officials what the findings were in our Austin meeting with the TWDB. At that time the Mayor asked that we advise the City Manager what items should be placed on the agenda for the meeting on Friday, February 6, 2009.

DL, Inc. presented the recommended action items at a *City of Edcouch* Council Meeting on February 6th, and the Council voted unanimously to approve the items to ensure eligibility, including the following:

- Analysis and Review of required report formats water usage reports
- Analysis and Review of Model Subdivision Rule Amendments
- Analysis and Review of formula required for utility rate study

Correspondence notices were sent out to the *Cities of Elsa and La Villa* via fax and certified mail to inform the Cities of DL, Inc. application assistance services as part of this project, as well as the TWBD eligibility criteria action item(s) recommendations. It was stressed to the Cities that approval of these items would allow DL, Inc. to proceed with coordination of information on their behalf for submittal of the grant applications.

During the meeting of February 6th, DL, Inc. also advised the City of Edcouch that we were available to assist with interim solutions for their fines with the TCEQ. The Council was concerned with the amount of fees which they have incurred. We advised the council that it would be a good practice if we would provide them the plan of action which the City has taken to improve its water and waste water system. Further, during the February 6th meeting, the City of Edcouch took several actions on the matters pertaining to grant writing, specifically, matters that are required in order to be eligible for state funding.

DL, Inc. is currently coordinating grant applications to eligible state/federal programs for the following projects:

1. Stand-Alone Water Treatment Plant Upgrades and Improvements to Water Distribution System to ***Texas Water Development Board (TWDB) – Economically Distressed Areas Program (EDAP)***
    - Planning, Acquisition, and Design
    - Construction

2. Stand-Alone New Waste Water Treatment Plant and Improvements to Water Collection System and Lift Stations to ***TWDB – EDAP***
    - Planning, Acquisition, and Design
    - Construction

3. Water Treatment Plant Upgrades to Water Distribution and New Waste Water Treatment Plant and Improvements to Water Collection System and Lift Station to the ***United States Department of Agriculture – Office of Rural and Community Affairs***

Since DL, Inc. is 100% complete with the four EID's required under our Scope, we anticipate that this will categorize these projects at a higher grade of eligibility for potential full design and construction funding. In terms of anticipated dates for the Border Environmental Cooperation Commission (BECC), it was recently announced that our applications did not require any additional information or a site review/visit by BECC officials as the project(s) applications met their preliminary eligibility requirements. BECC has indicated that they will announce prioritization of projects by March or April of this year.

SUPPORT MATERIAL SUBMITTED: EXHIBIT 3

A. January 15, 2009 City of Edcouch Project Update Presentation
B. TWDB Meeting Minutes and Memorandum
C. TWDB EDAP Application
D. City of Edcouch Approved Action Items
E. Correspondence to Cities of Elsa and La Villa regarding recommendations
F. Email Regarding BECC Applications

AI-14101 **13.A.**

Chapter 59 Assest Forfeiture Report

CC REGULAR

Date:	02/24/2009
Submitted By:	Blanca Sanchez, CONSTABLE PCT. #1
Submitted For:	Blanca Sanchez
Department:	CONSTABLE PCT. #1
Agenda Category:	Constables

Information

CAPTION

Constable Pct. #1:
Requesting Approval and Authorization to submit 2008 Chapter 59 Asset Forfeiture Audit Report as requested by Attorney General of Texas

BACKGROUND

Requesting Approval and Authorization to submit 2008 Chapter 59 Asset Forfeiture Audit Report as requested by Attorney General of Texas

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Submittal of report does not require funding. rc

Attachments

Link: 2008 Chapter 59 Forfeiture Report

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/18/2009 03:55 PM	APRV
2	Rosalinda Cantu	Rosie Cantu	02/19/2009 03:50 PM	APRV
3	Auditor's Office		02/20/2009 05:33 PM	NEW

Form Started By: Blanca Sanchez — Started On: 02/18/2009 01:48 PM

Final Approval Date: 02/20/2009

FY 2008
CHAPTER 59 ASSET FORFEITURE REPORT
BY LAW ENFORCEMENT AGENCY

Agency Name: Hidalgo County Constable Pct. 1

Reporting Period: (local fiscal year) 1-1-08 to 12-31-08

Agency Mailing Address: 1902 Ira Stephens
Suite 303
Weslaco, TX 78596

example: 01/01/08 to 12/31/08, 09/01/07 to 08/31/08 etc.

Phone Number: 956-447-3775

County: Hidalgo

NOTE: PLEASE ROUND ALL DOLLAR FIGURES TO NEAREST WHOLE DOLLAR.

I. Beginning Balance

A) Forfeited Funds..... $ 0

INSTRUCTIONS: Include total amount of forfeited funds on hand (in your agency's account or in your agency's possession) at beginning of the reporting period including interest. **Do not** include funds that have been forfeited but not yet received by your agency.

B) Seized Funds..... $ 0

INSTRUCTIONS: Include total amount of seized funds on hand (in your agency's possession) at beginning of reporting period. Include funds that may have been forfeited but have not been transferred to your agency's forfeiture account. **Do not** include funds that are in an account held by another agency, e.g., the District Attorney's account.

II. Seizures and Forfeiture Receipts during Reporting Period

A) Currency and Negotiable Instruments

1) Amount Seized by Reporting Agency..... $ 0

INSTRUCTIONS: Include only those seizures which occurred during the reporting period and where the seizure affidavit required by Article 59.03 is sworn to by a peace officer employed by your agency.

2) Amount Forfeited to and Received by Reporting Agency (including interest) ..... $ 0

INSTRUCTIONS: Do not include amounts forfeited but not yet received by your agency; Interest refers to the amount earned prior to forfeiture and distributed as part of the judgment of forfeiture.

3) Amount Returned to Defendants..... $ 0

B) Other Property

List the number of items seized for the following categories. Include only those seizures where the seizure affidavit required by Article 59.03 is sworn to by a peace officer employed by the agency filing this report. If property is sold or is to be sold, list under "Proceeds Received by Reporting Agency from Sale of Above-Listed Property" (see below) in the reporting year in which the proceeds are received.

Please note - this should be a number not a currency amount. Example 4 cars seized, 3 cars forfeited and 0 cars put into use.	SEIZED	FORFEITED TO AGENCY	PUT INTO USE BY AGENCY
1) MOTOR VEHICLES (Include cars, motorcycles, tractor trailers, etc.)			
2) REAL PROPERTY (Count each parcel seized as one item)			
3) COMPUTERS (Include computer and attached system components, such as printers and monitors, as one item)			
4) FIREARMS (Include only firearms seized for forfeiture under Chapter 59. Do not include weapons disposed under Chapter 18.)			
5) Other Property: Description: _____			
Other Property: Description: _____			
Other Property: Description: _____			

III. Proceeds Received by Reporting Agency from Sale of Above-Listed Property (Categories 1 through 5)..... $ 0

INSTRUCTIONS: Include amounts received for all property sold during the reporting period, even if the subject property was forfeited in a prior reporting period.

IV. Forfeited Property and Proceeds Received From Another Agency

INSTRUCTIONS; Enter the total dollar amount or total number of items received pursuant to a **sharing agreement where the forfeiture judgment awarded ownership of the property to another agency** prior to it being transferred to your agency.

A. Proceeds - (should be a dollar amount)..... $ 0

B. Vehicles.- (should be a number not a currency amount).....

C. Other - (should be a number not a currency amount).....

V. Interest Earned on Forfeited Funds During Reporting Period..... $ 0

INSTRUCTIONS: Include only the amount of interest earned on forfeited funds or interest earned on funds derived from the sale of forfeited property. Do not include interest earned if funds are on deposit in an account that does not belong to your agency, e.g. the District Attorney's account.

VII. Expenditures

INSTRUCTIONS: List the total amount expended for each of the following categories. This category is ONLY for expenditures made from Chapter 59 funds. If proceeds are expended for a category not listed, state the amount and nature of the expenditure under the "Other" category.

Salaries	$ 0
Overtime	$ 0
Equipment (includes vehicles, computers & software, maintenance costs, etc.)	$ 0
Supplies (includes cellular air time, miscellaneous commodities)	$ 0
Travel	$ 0
Training	$ 0
Paid to or Shared with Cooperating Agency	$ 0
Confidential Informant Payments	$ 0
Prevention / Treatment Programs	$ 0
Facility Costs (building purchase, lease payments, remodeling, maintenance fees etc.)	$ 0
Miscellaneous Fees (bank account service charges, insurance, audit fees, witness fees etc.).	$ 0

Other: (attach additional sheets if necessary)

Description: _____	$ 0	
Description: _____	$ 0	
Description: _____	$ 0	Other Total $ 0

TOTAL EXPENDITURES: $ 0

CERTIFICATION

COUNTY JUDGE, MAYOR OR OTHER APPROPRIATE HEAD OF GOVERNING BODY OR DESIGNEE: Celestino Avila Jr.

TITLE: Constable / County Judge

SIGNATURE: [signature]

DATE: 1-13-09

RETURN COMPLETED FORM TO:

Office of the Attorney General
Criminal Prosecutions Division, ATTN: Kent Richardson
P.O. Box 12548
Austin, TX 78711-2548
kent.richardson@oag.state.tx.us
(512)936-1348
FAX (512)494-8283

rence.gray@oag.state.tx.us
(512)305-8882

AI-14124 **13.B.**

FY 2008 Chapter 59 Asset Forfeiture Report

CC REGULAR

Date:	02/24/2009
Submitted By:	Nelda Olivarez, HIDTA
Submitted For:	Constable Larry Gallardo Jr.
Department:	HIDTA
Agenda Category:	Constables

Information

CAPTION

Constable Pct. #3:
Requesting authorization for the County Judge to execute the following:
1. FY 2008 Chapter 59 Asset Forfeiture Report by Law Enforcement Agency

BACKGROUND

The annual report being submitted is a prerequisite as per state guidelines and will be submitted to the TX Attorney General. The Hidalgo County Auditor's Office has reviewed said report.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1230-421-00-293-010-0-XXX

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

BUDGETARY IMPACT:

A Memorandum of Understanding was approved on 11/04/08 between HIDTA and Constable Pct.#3 (AI-11961)

To enhance cooperation among local law enforcement agencies HIDTA taskforce will be sharing forfeited proceeds of $20,000.00 with the Hidalgo County Constable Pct.# 3.

This report reflects proceeds and expenditures for FY2008.

Pending rollover for 2009. (02/19/09)

Attachments

Link: 2008 Chapter 59 Report

Link: letter

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/19/2009 08:24 AM	APRV
2	Roland Garcia	Rolando Garcia	02/19/2009 10:12 AM	APRV
3	Auditor's Office		02/20/2009 05:33 PM	NEW

Form Started By: Nelda Olivarez

Started On: 02/18/2009 04:38 PM

Final Approval Date: 02/20/2009

FY 2008
CHAPTER 59 ASSET FORFEITURE REPORT
BY LAW ENFORCEMENT AGENCY

Agency Name:	**Constable Lazaro Gallardo** **Hidalgo County Constable Precinct 3**	Reporting Period: (local fiscal year)	**01/01/08 - 12/31/08**
Agency Mailing Address:	**730 N. Breyfogle Suite 8** **Mission, TX 78574**	example:	01/01/08 to 12/31/08, 09/01/07 to 08/31/08 etc.
Phone Number:	**(956) 581-6800**		
County:	**Hidalgo County**		

NOTE: PLEASE ROUND ALL DOLLAR FIGURES TO NEAREST WHOLE DOLLAR.

I. Beginning Balance

A) Forfeited Funds..... $ **7,121.18**

INSTRUCTIONS: Include total amount of forfeited funds on hand (in your agency's account or in your agency's possession) at beginning of the reporting period including interest. **Do not** include funds that have been forfeited but not yet received by your agency.

B) Seized Funds..... $ 0.00

INSTRUCTIONS: Include total amount of seized funds on hand (in your agency's account or in your agency's possession) at beginning of reporting period including interest. Include funds that may have been forfeited but have not been transferred from your agency's seizure account to your agency's forfeiture account. **Do not** include funds that are in an account held by another agency, e.g.., the District Attorney's account.

II. Seizures and Forfeiture Receipts during Reporting Period

A) Currency and Negotiable Instruments

1) Amount Seized by Reporting Agency..... $ **0.00**

INSTRUCTIONS: Include only those seizures which occurred during the reporting period and where the seizure affidavit required by Article 59.03 is sworn to be a pace officer employed by your agency.

2) Amount Forfeited to and Received by Reporting Agency (including interest)..... $ **0.00**

INSTRUCTIONS: Do not include amounts forfeited but not yet received by your agency; Interest refers to the amount earned prior to forfeiture and distributed as part of the judgment of forfeiture.

3) Amount Returned to Defendants..... $ **0.00**

B) Other Property

List the number of items seized for the following categories. Include only those seizures where the seizure affidavit required by Article 59.03 is sworn to by a peace officer employed by the agency filing this report. If property is sold, is to be sold, list under "Proceeds Received by Reporting Agency from Sales of Above-Listed Property" (see below) in the reporting year in which the proceeds are received.

Please note- this should be a number not a currency amount. Example 4 cars seized, 3 cars forfeited and 0 cars put into use	SEIZED	FORFEITED TO AGENCY	PUT INTO USE BY AGENCY
1) MOTOR VEHICLES (Include cars, motorcycles, tractor trailers, etc.	**0**	**0**	**0**
2) REAL PROPERTY (Count each parcel seized as one item)	**0**	**0**	**0**
3) COMPUTERS (Include computer and attached system components such as printers and monitors, as one item)	**0**	**0**	**0**
4) FIREARMS (Include only firearms seized for forfeiture under Chapter 59. Do not include weapons disposed under Chapter 18.)	**0**	**0**	**0**
5) Other Property: Description:_____	**0**	**0**	**0**
Other Property: Description:_____			
Other Property: Description:_____			

III Proceeds Received by Reporting Agency from Sale of Above-Listed property (Categories 1 through 5)..... $ **0.00**

INSTRUCTIONS: Include amounts received for all property sold during the reporting period, even if the subject property was forfeited in a prior reporting period.

IV. Forfeited Property and Proceeds Received From Another Agency

INSTRUCTIONS: Enter the Total dollar amount or total number of items received pursuant to a **sharing agreement where the forfeiture judgment awarded ownership of the property to another agency** prior to it being transferred to your agency.

A. Proceeds - (should be a dollar amount)..... $ **20,000.00**

B. Vehicles.- (should be a number not a currency amount)..... 0

C. Other - (should be a number not a currency amount)..... 0

V. Interest Earned on Forfeited Funds During Reporting Period..... $

INSTRUCTIONS: Include only the amount of interest earned on forfeited funds or interest earned on funds derived from the sale of forfeited property. Do not include interest earned if funds are on deposit in an account that does not belong to your agency, e.g. the District Attorney's account. Do not include interest earned on seized but not yet forfeited funds.

VI. Interest Earned on Seized funds During Reporting Period..... $ **66.56**

INSTRUCTIONS: Include only the amount of interest earned on seized funds or funds that may have been forfeited but not yet transferred to your forfeiture account. Do not include interest earned on seized funds that are on deposit in an account that does not belong to your agency.

VII. Expenditures

INSTRUCTIONS: List the total amount expended for each of the following categories. **This category is ONLY for expenditures made from Chapter 59 funds.** If proceeds are expended for a category not listed, state the amount and nature of the expenditure under the "Other" category.

Salaries	$	0.00
Overtime	$	0.00
Equipment (includes vehicles, computers & software, maintenance costs, etc	$	7,395.88
Supplies (includes cellular air time, miscellaneous commodities	$	0.00
Travel	$	0.00
Paid to or Shared with Cooperating Agency	$	0.00
Confidential Informant Payments	$	0.00
Prevention / Treatment Programs	$	0.00
Facility Costs (building purchase, lease payments, remodeling, maintenance fees etc.)	$	0.00
Miscellaneous Fees (bank account service charges, insurance, audit fees, witness fees etc.)	$	0.00

Other: (attach additional sheets if necessary)

Description:	$0.00		
Description:	$0.00		
Description:		Other Total	$ 0.00
TOTAL EXPENDITURES:			$ **7,395.88**

CERTIFICATION

NAME OF AGENCY OFFICIAL: Juan D. Salinas III

TITLE: Hidalgo County Judge

SIGNATURE: _____

DATE: _____

RETURN COMPLETED FORM TO: Office of the Attorney General
Criminal Law Enforcement Division, ATTN: Kent Richardson
P.O. Box 12548
Austin, TX 78711-2548

rence.gray@oag.state.tx.us kent.richardson@oag.state.tx.us
(512)936-1348
FAX(512)494-8283

HIDALGO COUNTY CONSTABEL PRECINCT 3
2008 State Asset Forfeiture
as of December 31, 2008

DESCRIPTION		Asset Forfeiture Fund
2007 Ending Balance		$ 7,121.18
Revenue - 2008		
Chapter 59 - State of Texas / transferred from		
Hidalgo County HIDTA Task Force	20,000.00	
Interest Earnings	66.56	
Total Asset Forfeiture Revenues		20,066.56
Expenditures - 2008		
Chapter 59 - State of Texas	(7,395.88)	
Total Asset Forfeiture Expenditures		(7,395.88)
2008 Fund Balance		**$ 19,791.86**

DESCRIPTION	2007 *Asset Forfeiture*
2006 Ending Balance -	$ -
Revenue - 2007	
a. Chapter 59 - State of Texas / transferred from HIDTA	10,000.00
b. Interest Earnings	88.91
Expenditures - 2007	(2,967.73)
2007 Fund Balance	**$ 7,121.18**

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1230 CONSTABLE PCT.3 INVESTIGATION HB65							
8-1230-421-00-293-010-0-583	CONST PCT.3 INVESTIG HB65-TRVL OUT OF CO	2,100.00	.00	.00	.00	2,100.00	.00
8-1230-421-00-293-010-0-584	CONST PCT.3 INVESTIG HB65-REGISTRATION	400.00	.00	.00	.00	400.00	.00
8-1230-421-00-293-010-0-605	CONST PCT.3 INVESTIG HB65-CLOTHING & UNI	2,500.00	.00	.00	.00	2,500.00	.00
8-1230-421-00-293-010-0-611	CONST PCT.3 INVESTIG HB65-POLICE SUPPL	2,000.00	.00	642.88	642.88	1,357.12	32.14
8-1230-421-00-293-010-0-668	CONST PCT.3 INVESTIG HB65-POLICE WEAPONS	11,000.00	.00	.00	.00	11,000.00	.00
8-1230-421-00-293-010-0-748	CONST PCT.3 INVESTIG HB65-OTHER EQUIPMEN	6,753.00	.00	6,753.00	6,753.00	.00	100.00
8-1230-421-00-293-010-0-890	CONST PCT.3 INVESTIG HB65-OTHER	2,000.00	.00	.00	.00	2,000.00	.00
1230 CONSTABLE PCT.3 INVESTIGATION HB65		**26,753.00**	**.00**	**7,395.88**	**7,395.88**	**19,357.12**	**27.65**
8 YEAR		**26,753.00**	**.00**	**7,395.88**	**7,395.88**	**19,357.12**	**27.65**

Hidalgo County

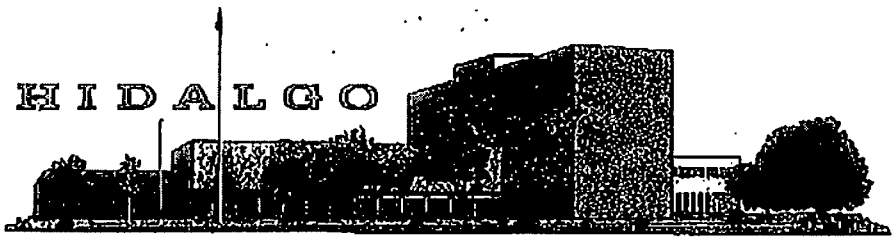
Balance Sheet Summary

Account No/Description		Beginning Balance	Current Balance	YTD Balance	Ending Balance
Fund 1230	**CONSTABLE PCT.3 INVESTIGATION HB65**				
8-1230-101-00-000-000-0-000	CONST PCT.3 INVESTIG HB65-CASH	7,179.57	2.38	13,255.17	20,434.74
8-1230-103-00-000-000-0-000	CONST PCT.3 INVESTIG HB65-TIME DEPOSITS	.00	.00	.00	.00
8-1230-103-10-000-000-0-000	CONST PCT.3 INVESTIG HB65-TIME DEP/FLEX	.00	.00	.00	.00
8-1230-104-00-000-000-0-000	CONST PCT.3 INVESTIG HB65-INTEREST RECV	.00	.00	.00	.00
8-1230-115-00-000-000-0-000	CONST PCT.3 INVESTIG HB65-ACCOUNTS RECV	80.00	.00	-80.00	.00
8-1230-130-01-000-100-0-000	DUE FROM/TO GENERAL FUND	-.18	.00	.18	.00
8-1230-130-01-000-220-0-000	DUE FROM/TO LEOSE	-47.93	.00	47.93	.00
8-1230-130-01-000-251-0-000	DUE FROM/TO HIDTA CHAPTER 59	.00	.00	.00	.00
8-1230-130-01-000-291-0-000	DUE FROM/TO HIDTA	.00	.00	.00	.00
	Total Assets	**7,211.46**	**2.38**	**13,223.28**	**20,434.74**

Account No/Description		Beginning Balance	Current Balance	YTD Balance	Ending Balance
Fund 1230	**CONSTABLE PCT.3 INVESTIGATION HB65**				
8-1230-202-00-000-000-0-000	CONST PCT.3 INVESTIG HB65-ACCTS PAYABLE	90.28	642.88	552.60	642.88
	Total Liabilities	**90.28**	**642.88**	**552.60**	**642.88**
8-1230-270-00-000-000-0-000	CONST PCT.3 INVESTIG HB65-BUDGETED F/B	.00	6,653.00	.00	.00
8-1230-253-00-000-000-0-000	CONST PCT.3 INVESTIG HB65-FUND BALANCE	7,121.18	12,670.68	12,670.68	19,791.86
	Total Equity	**7,121.18**	**19,323.68**	**12,670.68**	**19,791.86**
8-1230-275-00-000-000-0-000	CONST PCT.3 INVESTIG HB65-ESTIM REVENUES	.00	20,100.00	.00	.00
8-1230-276-00-000-000-0-000	CONST PCT.3 INVESTIG HB65-REVENUES	.00	-20,064.18	.00	.00
8-1230-271-00-000-000-0-000	CONST PCT.3 INVESTIG HB65-APPROPRIATIONS	.00	-26,753.00	.00	.00
8-1230-272-00-000-000-0-000	CONST PCT.3 INVESTIG HB65-EXPENDITURES	.00	6,753.00	.00	.00
8-1230-273-00-000-000-0-000	CONST PCT.3 INVESTIG HB65-ENCUMBR CONTRL	.00	1,570.58	.00	.00
8-1230-274-00-000-000-0-000	CONST PCT.3 INVESTIG HB65-RESERVED ENCUM	.00	-1,570.58	.00	.00
	Total Controls	**.00**	**-19,964.18**	**.00**	**.00**
	Total Equity and Control	**7,121.18**	**-640.50**	**12,670.68**	**19,791.86**
	Total Liabilities and Equity	**7,211.46**	**2.38**	**13,223.28**	**20,434.74**

*Fund is in Balance .00

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

February 18, 2009

The Honorable Lazaro Gallardo, Jr.
Hidalgo County Constable Precinct 3
730 N. Breyfogle Ste. B
Mission, TX 78573

Ref: Chapter 59 Asset Forfeiture Report
For the Year Ended December 31, 2008
Report No. 2009-08

Dear Mr. Gallardo:

We have conducted a review of the Hidalgo County Constable, Precinct 3 "Chapter 59 Asset Forfeiture Report By Law Enforcement Agency" for the year ended December 31, 2008. The objective of the review was to determine whether seizures, forfeitures, receipts and expenditures of all such proceeds and property received under Code of Criminal Procedure Chapter 59 "Forfeiture of Contraband" were properly accounted and reported.

The scope of our review was limited to transactions reported on the "Chapter 59 Asset Forfeiture Report By Law Enforcement Agency" for the year ended December 31, 2008. Our review was not designed nor intended to be a detailed study of every relevant control system, procedure, or transaction. In planning and performing our review, we obtained an understanding of Code of Criminal Procedure Chapter 59; reviewed financial reports containing revenues generated from the sale of forfeited property, interest earned, and court-ordered judgments. In addition, we reviewed financial seizure accounting reports and expenditures incurred.

Based on the results of our review, there was no evidence that seizures, forfeitures, receipts, and expenditures of all such proceeds and property received under Code of Criminal Procedure Chapter 59 for the year ended December 31, 2008 were not properly accounted and reported.

If you have any questions please call, Letty Chavez, Internal Auditor III, at 318-2511 ext. 4651, Arcy B. Duran, MBA, Director of Audit, at ext.4645, or me at ext. 4604.

Sincerely,

Ray Eufracio, CPA
County Auditor

HIDALGO COUNTY DISTRICT JUDGES

Cc: The Honorable Juan D. Salinas III, Hidalgo County Judge
The Honorable Sylvia Handy, Commissioner Precinct 1
The Honorable Hector "Tito" Palacios, Commissioner Precinct 2
The Honorable Jose Flores, Commissioner Precinct 3
The Honorable Oscar Garza, Commissioner Precinct 4
Kent Richardson, Office of the Attorney General, Criminal Law Enforcement Division

AI-14149 **13.C.**

Chapter 59 Asset Forfeiture Audit Report

CC REGULAR

Date:	02/24/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Submitted For:	Daniel Marichalar
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Constables

Information

CAPTION

Constable Pct. #5:
Requesting approval and authorization to submit 2008 Chapter 59 Asset Forfeiture Audit Report as requested by Attorney General of Texas

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Submittal of report does not require funding. rc

Attachments

Link: report

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/19/2009 04:22 PM	APRV
2	Rosalinda Cantu	Rosie Cantu	02/19/2009 04:45 PM	APRV
3	Auditor's Office		02/20/2009 05:33 PM	NEW

Form Started By: Monica Badillo — Started On: 02/19/2009 02:16 PM

Final Approval Date: 02/20/2009

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

February 18, 2009

Mr. Daniel Marichalar
Hidalgo County Constable Precinct 5
P.O. Box 324-335
Elsa, TX 78543

Ref: Chapter 59 Asset Forfeiture Report
For the Year Ended December 31, 2008
Report No. 2009-10

Dear Mr. Marichalar:

We have conducted a review of the Hidalgo County Constable, Precinct 5 "Chapter 59 Asset Forfeiture Report By Law Enforcement Agency" for the year ended December 31, 2008. The objective of the review was to determine whether seizures, forfeitures, receipts and expenditures of all such proceeds and property received under Code of Criminal Procedure Chapter 59 "Forfeiture of Contraband" were properly accounted and reported.

The scope of our review was limited to transactions reported on the "Chapter 59 Asset Forfeiture Report By Law Enforcement Agency" for the year ended December 31, 2008. Our review was not designed nor intended to be a detailed study of every relevant control system, procedure, or transaction. In planning and performing our review, we obtained an understanding of Code of Criminal Procedure Chapter 59; reviewed financial reports containing revenues generated from the sale of forfeited property, interest earned, and court-ordered judgments. In addition, we reviewed financial seizure accounting reports and expenditures incurred.

Based on the results of our review, there was no evidence that there were seizures, forfeitures, receipts, and expenditures of such proceeds and property received under Code of Criminal Procedure Chapter 59 for the year ended December 31, 2008.

If you have any questions please call, Letty Chavez, Internal Auditor III, at 318-2511 ext. 4651, Arcy B. Duran, MBA, Director of Audit, at ext.4645, or me at ext. 4604.

Sincerely,

Ray Eufracio, CPA
County Auditor

HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ, JR. JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 389TH D.C. | ADA SALINAS FLORES JUDGE, 398TH D.C. | ISRAEL RAMON, JR. JUDGE, 430TH D.C. | JESSE CONTRERAS JUDGE, 449TH D.C.

Cc: The Honorable Juan D. Salinas III, Hidalgo County Judge
The Honorable Sylvia Handy, Commissioner Precinct 1
The Honorable Hector "Tito" Palacios, Commissioner Precinct 2
The Honorable Jose Flores, Commissioner Precinct 3
The Honorable Oscar Garza, Commissioner Precinct 4
Kent Richardson, Office of the Attorney General, Criminal Law Enforcement Division

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

January 8, 2009

Mr. Daniel Marichalar
Hidalgo County Constable Precinct 5
P.O. Box 324-335
Elsa, TX 78543

Ref: Chapter 59 Asset Forfeiture Report

Dear Mr. Marichalar:

Code of Criminal Procedure Chapter 59 "Forfeiture of Contraband" requires all law enforcement agencies and attorneys representing the state who receive proceeds or property under chapter 59 to account for the seizures, forfeitures, receipts, and expenditures. Commissioners' Court is required to conduct an annual audit of all such proceeds or property.

Therefore, if your agency receives property and/or proceeds under Code of Criminal Procedures Chapter 59, a Chapter 59 Asset Forfeiture Report by Law Enforcement Agency should be prepared by your office and submitted to the Hidalgo County Auditor's Office for review on an annual basis.

As per Code of Criminal Procedures Section 59.06 (g)(1) certified copies of the audit must be delivered to the Texas Comptroller and the Attorney General no later than the 60th day after the end of the County's fiscal year. In order to have sufficient time to review the report and have Commissioner's Court approve it, we are asking that you submit the report to our office no later than January 31, 2009. The Chapter 59 Asset Forfeiture Report by Law Enforcement Agency can be obtained in the Office of the Attorney General website at http://www.oag.state.tx.us/forms/lea_audit.pdf .

If you have any questions please call, Letty Chavez, Internal Auditor III, at 318-2511 ext. 4651, Arcy B. Duran, MBA, Audit Director, at ext.4645, or me at ext. 4604.

Sincerely,

Ray Eufracio, CPA
County Auditor

HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ, JR. JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 389TH D.C. | AIDA SALINAS FLORES JUDGE, 398TH D.C. | ISRAEL RAMON, JR. JUDGE, 430TH D.C. | JESSE CONTRERAS JUDGE, 443RD D.C.

FY 2008
CHAPTER 59 ASSET FORFEITURE REPORT
BY LAW ENFORCEMENT AGENCY

Agency Name: Hidalgo County Constable Pct 5

Reporting Period: (local fiscal year) 01-01-08 to 12-31-08

Agency Mailing Address: P.O. Box 324
Elsa, TX. 78543

example: 01/01/08 to 12/31/08, 09/01/07 to 08/31/08 etc.

Phone Number: (956) 262-4200

County: Hidalgo

NOTE: PLEASE ROUND ALL DOLLAR FIGURES TO NEAREST WHOLE DOLLAR.

I. Beginning Balance

A) Forfeited Funds..... $ -0-

INSTRUCTIONS: Include total amount of forfeited funds on hand (in your agency's account or in your agency's possession) at beginning of the reporting period including interest. **Do not** include funds that have been forfeited but not yet received by your agency.

B) Seized Funds..... $ -0-

INSTRUCTIONS: Include total amount of seized funds on hand (in your agency's possession) at beginning of reporting period. Include funds that may have been forfeited but have not been transferred to your agency's forfeiture account. **Do not** include funds that are in an account held by another agency, e.g., the District Attorney's account.

II. Seizures and Forfeiture Receipts during Reporting Period

A) Currency and Negotiable Instruments

1) Amount Seized by Reporting Agency..... $ -0-

INSTRUCTIONS: Include only those seizures which occurred during the reporting period and where the seizure affidavit required by Article 59.03 is sworn to by a peace officer employed by your agency.

2) Amount Forfeited to and Received by Reporting Agency (including interest)..... $ -0-

INSTRUCTIONS: Do not include amounts forfeited but not yet received by your agency; Interest refers to the amount earned prior to forfeiture and distributed as part of the judgment of forfeiture.

3) Amount Returned to Defendants..... $ -0-

B) Other Property

List the number of items seized for the following categories. Include only those seizures where the seizure affidavit required by Article 59.03 is sworn to by a peace officer employed by the agency filing this report. If property is sold or is to be sold, list under "Proceeds Received by Reporting Agency from Sale of Above-Listed Property" (see below) in the reporting year in which the proceeds are received.

Please note - this should be a number not a currency amount. Example 4 cars seized, 3 cars forfeited and 0 cars put into use.	SEIZED	FORFEITED TO AGENCY	PUT INTO USE BY AGENCY
1) MOTOR VEHICLES (Include cars, motorcycles, tractor trailers, etc.)	0		
2) REAL PROPERTY (Count each parcel seized as one item)	0		
3) COMPUTERS (Include computer and attached system components, such as printers and monitors, as one item)	0		
4) FIREARMS (Include only firearms seized for forfeiture under Chapter 59. Do not include weapons disposed under Chapter 18.)	0		
5) Other Property: Description: _____	0		
Other Property: Description: _____	0		
Other Property: Description: _____	0		

III. Proceeds Received by Reporting Agency from Sale of Above-Listed Property (Categories 1 through 5)..... $ -0-

INSTRUCTIONS: Include amounts received for all property sold during the reporting period, even if the subject property was forfeited in a prior reporting period.

IV. Forfeited Property and Proceeds Received From Another Agency

INSTRUCTIONS; Enter the total dollar amount or total number of items received pursuant to a **sharing agreement where the forfeiture judgment awarded ownership of the property to another agency** prior to it being transferred to your agency.

A. Proceeds - (should be a dollar amount)..... $ -0-

B. Vehicles.- (should be a number not a currency amount)..... -0-

C. Other - (should be a number not a currency amount)..... -0-

V. Interest Earned on Forfeited Funds During Reporting Period..... $ -0-

INSTRUCTIONS: Include only the amount of interest earned on forfeited funds or interest earned on funds derived from the sale of forfeited property. Do not include interest earned if funds are on deposit in an account that does not belong to your agency, e.g. the District Attorney's account.

VI. Expenditures

INSTRUCTIONS: List the total amount expended for each of the following categories. **This category is ONLY for expenditures made from Chapter 59 funds.** If proceeds are expended for a category not listed, state the amount and nature of the expenditure under the "Other" category.

Salaries	$ -0-
Overtime	$ -0-
Equipment (includes vehicles, computers & software, maintenance costs, etc.)	$ -0-
Supplies (includes cellular air time, miscellaneous commodities)	$ -0-
Travel	$ -0-
Training	$ -0-
Paid to or Shared with Cooperating Agency	$ -0-
Confidential Informant Payments	$ -0-
Prevention / Treatment Programs	$ -0-
Facility Costs (building purchase, lease payments, remodeling, maintenance fees etc.)	$ -0-
Miscellaneous Fees (bank account service charges, insurance, audit fees, witness fees etc.)	$ -0-

Other: (attach additional sheets if necessary)

Description: _____	$ -0-	
Description: _____	$ -0-	
Description: _____	$ -0-	
	Other Total	$ -0-

TOTAL EXPENDITURES: $ -0-

CERTIFICATION

COUNTY JUDGE, MAYOR OR OTHER APPROPRIATE HEAD OF GOVERNING BODY OR DESIGNEE: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

RETURN COMPLETED FORM TO:

renee.gray@oag.state.tx.us
(512)305-8882

Office of the Attorney General
Criminal Prosecutions Division, ATTN: Kent Richardson
P.O. Box 12548
Austin, TX 78711-2548
kent.richardson@oag.state.tx.us
(512)936-1348
FAX (512)494-8283

AI-14156 **14.A.**

Resolution - ORCA fund method of disribution

CC REGULAR

Date:	02/24/2009
Submitted By:	Roxanne De La Garza, COUNTY JUDGE
Department:	COUNTY JUDGE
Agenda Category:	County Judge's Office

Information

CAPTION

Discussion, consideration and approval of resolution regarding the method of distribution of ORCA funds

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/20/2009 07:42 AM	APRV
2	Sylvia Solis	Sylvia Solis	02/20/2009 11:38 AM	APRV
3	Auditor's Office		02/20/2009 05:33 PM	NEW

Form Started By: Roxanne De La Garza — Started On: 02/19/2009 04:55 PM

Final Approval Date: 02/20/2009

AI-14108 **15.A.**

Planning Department

CC REGULAR

Date:	02/24/2009
Submitted By:	Nora Cavazos, PLANNING DEPT.
Submitted For:	Raul Sesin
Department:	PLANNING DEPT.
Agenda Category:	Planning Department

Information

CAPTION

1. Preliminary Approval of Subdivision Plat
   San Jacinto Estates No. 5 Subdivision – Pct. 1 (Jacinto Garza)
   Vista Ridge Subdivision – Pct. 1 (Jack McClelland)

2. Final Approval of Subdivision Plat
   Dos XX Subdivision – Pct. 1 (South Texas Moulding)
   Rivera Estates Subdivision – Pct. 3 (Ruben Rivera)

3. Final Approval of Subdivision Plat with Financial Guarantee
   Winston Commercial Plaza – Pct. 1(Jane Ponton)
   Los Compadres Subdivision – Pct. 1 (Julio Cardona)

BACKGROUND

Fiscal Impact

Attachments

Link: San Jacinto Estates 5;Preliminary App.
Link: San Jacinto Estates 5;Plat
Link: Vista Ridge;Preliminary App.
Link: Vista Ridge;Plat
Link: Dos XX; Final App
Link: Dos XX;Plat
Link: Rivera Estates; Final App
Link: Rivera Estates;Plat
Link: Winston Commercial Plaza; Final App
Link: Winston Commercial Plaza;Plat
Link: Los Compadres; Final App
Link: Los Compadres;Plat

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/18/2009 03:26 PM	APRV
2	Dale Kennan	Dale Kennan	02/19/2009 02:16 PM	APRV
3	Auditor's Office		02/20/2009 05:33 PM	NEW

Form Started By: Nora Cavazos

Started On: 02/18/2009 02:37 PM

Final Approval Date: 02/20/2009

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: February 18, 2009

RE: **San Jacinto Estates No. 5 Subdivision– Pct. 1**
Preliminary Approval

San Jacinto Estates 5 is a sixty one (61) lot subdivision located on the North side of Mile 13 ½ North Road approximately ½ mile East of Mile 4 West Road.

The proposed Subdivision lies within the City of Weslaco E.T.J.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on August 18, 2008. The proposed subdivision lies within a Zone "X" as per FEMA's FIRM.

The proposed subdivision plat will dedicate forty (40) feet on Mile 13 ½ North 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 A. Gonzalez and approved by the Hidalgo County Environmental Health Department.

Water Services will be provided by North Alamo Water Supply Corporation. There is an existing eight (8) inch waterline on the North side of Mile 13 ½ North Road.

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. Staff comments are attached for your review.

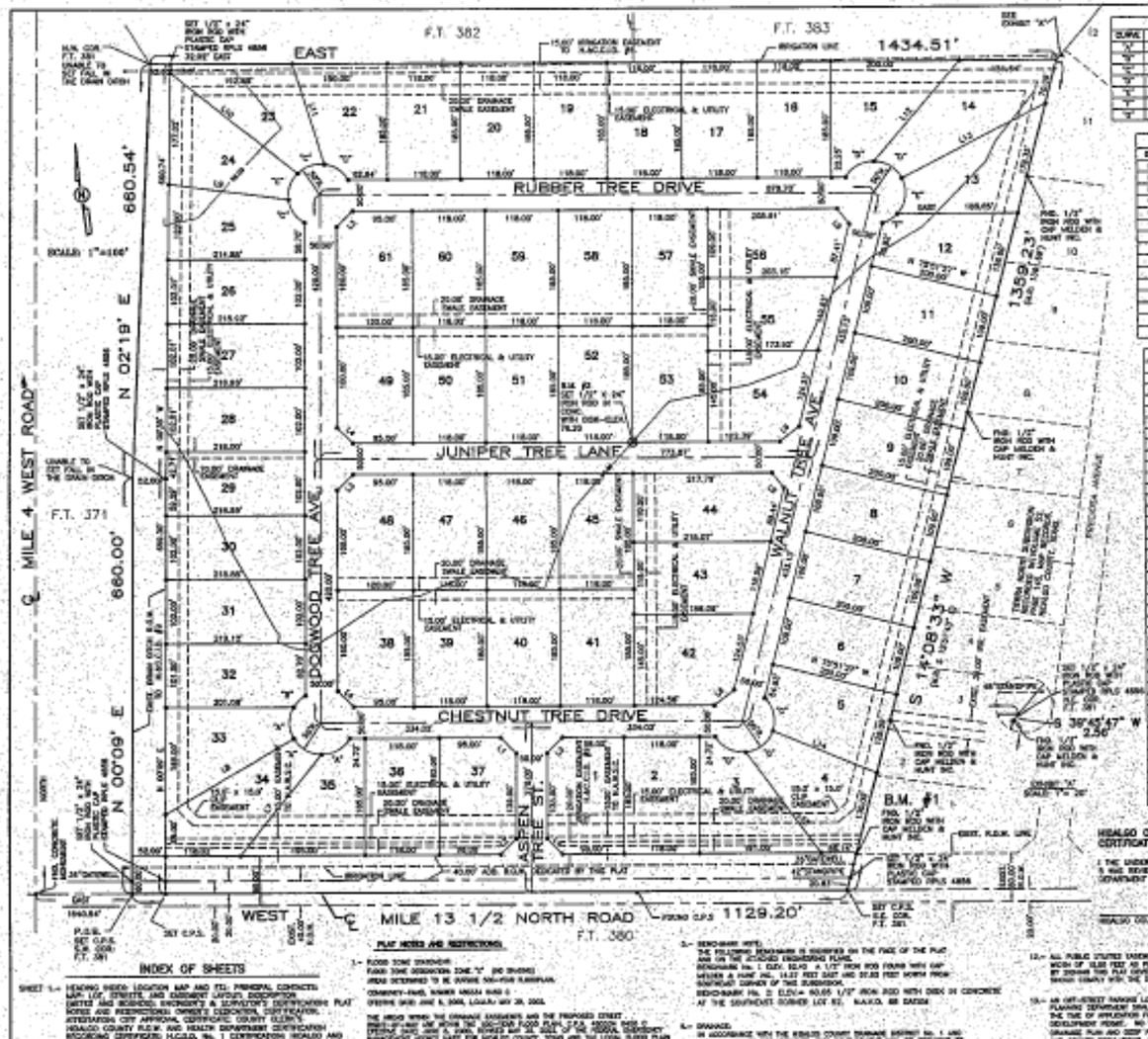
The Hidalgo County Advisory Board convened and recommended **Preliminary Approval** on **February 17, 2009** subject to staff comments, future recommendations by Planning and other departments and the approval from the City of Weslaco.

LOG OF ITEMS LACKING DURING SUBDIVISION REVIEW

Name of Subdivision: **San Jacinto Estate No.5 Subdivision** **Page** 1 of 2

2nd Review

Item Log	*DESCRIPTION OF ITEMS:* *Plat is subject to additional comments from Planning, Right of Way, Health and HCDD No. 1 prior to consideration for final approval.*	Date	Initials
		02-12-09	JRT
A	**1ST SHEET COMMENTS:** Provide recorded legal document number for the existing drain ditch for HCCD#9		
B	Provide north adjoiners information with their name and property document number.		
C	Verify with both HCCID#9 and NAWSC if they do not object to have their easement being overlap with each other.		
D	Verify if there's and existing easement for irrigation line inside Mile 13 ½ North Road. If so please show and provide recorded document number.		
E	**2ND SHEET COMMENTS:** Correct subdivider statement to concur with OSSF engineering report. Permits should have been paid and file with the HCHD if all OSSF have been installed.		
F	As per water engineering report; please make sure that all amounts coincide with the final eingieer construction cost estimate and 30 year letter agreement from NAWSC prior to final original review.		
G	Make sure that OSSF engineering report coincides with original soil evaluation report prepared by Jose Angel Gonzalez prior to final original review.		
H	All modification on water and OSSF engineering report reflects on Spanish version.		
I	Please make sure that all mounts shown on the cost estimate chart coincides with final engineer construction cost estimate prior to final original review. This comment applies to the 3rd sheet.		
J	**3RD SHEET COMMENTS:** Extend topography elevations at 500 feet north of subdivision boundary line		
K	Label for contractor to reconstruct Mile 13 ½ North Road side ditch to county specifications and provide cross section detail.		
L	Label if existing irrigation line will be removed or crush in place.		
M	Provide cross section detail for the over flow structure on the southeast corner of lot 4.		
N	Submit copy of the NOI application submitted to TCEQ, approval review memo from HCROW, and approved discharge permit.		



INDEX OF SHEETS

SHEET 1.– HEADING NOTES; LOCATION MAP AND TTL; PRINCIPAL CONTACTS; LAY-OUT, STREETS, AND EASEMENT LAYOUT; DESCRIPTION (METES AND BOUNDS); SURVEYOR'S & SURVEYOR'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, ATTESTATION; CITY APPROVAL CERTIFICATE; COUNTY CLERK'S CERTIFICATE; HIDALGO COUNTY R.D.W. AND HEALTH DEPARTMENT CERTIFICATION REGARDING CERTIFICATE; H.C.I.D. No. 1 CERTIFICATION; HIDALGO AND CAMERON COUNTY IRRIGATION DISTRICT No. 3 CERTIFICATE; REVISION NOTES;

SHEET 2.– WATER DISTRIBUTION AND SANITARY SEWER (OSSF) MAP, ENGINEERING REPORT INCLUDING DESCRIPTION OF WATER AND SANITARY WATER/OSSF AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION) SUBDIVISION CERTIFICATE, & STATEMENT;

SHEET 3.– DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND DRAINAGE STRUCTURES, MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEERING CERTIFICATION; REVISION NOTES;

REVISION NOTES				
NO.	Mark	Remarks	Date	Approved

LOCATION MAP — SCALE: 1" = 4000'



PLAT NOTES AND RESTRICTIONS:

1.– FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION ZONE "C" (NO SHADING)
AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN.
COMMUNITY-PANEL NUMBER 480334 0005 C
EFFECTIVE DATE: JUNE 6, 2000, LOMA-01-HOU-39, 2000.

THE AREAS WITHIN THE DRAINAGE EASEMENTS AND THE PROPOSED STREET RIGHTS-OF-WAY LIE WITHIN THE 500-YEAR FLOOD PLAIN, F.I.S. 480334, PAGE 0005 OF 0005, MAP NUMBER 48215C0005 C, DATED JUNE 6, 2000, LOMA-01-HOU-39, 2000. FLOOD PLAIN MANAGEMENT AGENCY RATE FOR HIDALGO COUNTY, TEXAS AND THE LOCAL FLOOD PLAIN MANAGEMENT AGENCY RATE FOR HIDALGO COUNTY, TEXAS AND THE LOCAL FLOOD PLAIN MANAGEMENT AGENCY RATE FOR HIDALGO COUNTY, TEXAS ARE THE FLOOD INSURANCE RATE MAPS TO BE USED WITHIN THE 100-YEAR FLOOD PLAIN.

CONSTRUCTION OF RESIDENTIAL HOUSES WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOODPLAIN IS PROHIBITED UNLESS THE HOUSING ANALYSIS FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

2.– SETBACKS:

FRONT	20.00 FEET
REAR	2332 ADT TO EXCESS 1400'
SIDE	6.00 FEET
CORNER SIDE	10.00 FEET

OR EASEMENT WHICHEVER IS GREATER IN ALL CASES

3.– THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION.

4.– MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE CENTER LINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER.
ELEVATION CERTIFICATE (AND LOT ELEVATIONS) FOR ALL LOTS DESIGNATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY FINISH FLOOR CONSTRUCTION ELEVATIONS.
AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

5.– THERE ARE NO KNOWN EXISTING OR PROPOSED OVER-HEAD ELECTRICAL TRANSMISSION LINES OR GAS LINES WITHIN THE BOUNDARIES OF THIS SUBDIVISION.

6.– DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY IRRIGATION DISTRICT NO. 3, DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 10.0 ACRE-FEET OF RUNOFF PER GROSS ACRE DEVELOPED. A DRAINAGE PLAN IN ACCORDANCE WITH THE CITY OF EDINBURG DRAINAGE CRITERIA MANUAL, DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS:
SEE DRAINAGE REPORT OR SHEET No.3.

7.– ACRES GROSS, PRESENT ____ THE OWNER & SUBDIVIDER OF SAN JACINTO ESTATES No. 5 reserves an EASEMENT upon EACH LOT FOR THE PURPOSES OF INSTALLING AN APPROVED OSSF on the LOT AS DESCRIBED on SHEET No. 2 OF THIS PLAT.

8.– LEGEND: ○ = SET(ONE) 1/2"DIA" IRON ROD SET WITH PLASTIC CAP STAMPED RPLS 4606, UNLESS OTHERWISE NOTED.

9.– ON-SITE SEWAGE FACILITIES (OSSF) NOTE:
THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES (OSSF) IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL.
THE SUBDIVISION IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.
A. ONLY SYSTEMS IS DEEMED APPROVED FOR DISPOSAL OF DOMESTIC SEWAGE SHALL BE A STANDARD "SEPTIC" SYSTEM APPROVED FOR RESIDENTIAL OR COMMERCIAL USE.
B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780.00 SQUARE FEET LOT SIZE WITH POTABLE WATER SUPPLY.
C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY HEALTH DEPARTMENT.
D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY REPRESENTATIVE AND REPORTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS REQUIRED BY THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.
E. AFTERMARKET "SEPTIC" SYSTEM APPLICATION IS REQUIRED INCLUDING RESIDENTIAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING A LOT.

10.– NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT.
EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, GUARDS, DWARF WALLS, OR ANY OTHER OBSTRUCTIONS THAT COULD INTERFERE WITH THE PURPOSES FOR WHICH THE EASEMENTS ARE CREATED; AND SUCH OBSTRUCTIONS SHALL BE REMOVED BY THE OWNER OF THE LOT WITHIN THE EASEMENT WHEN REQUIRED BY THE UTILITY COMPANY OR THE APPROPRIATE GOVERNMENTAL AUTHORITY HAVING JURISDICTION OVER THE EASEMENT.

11.– EACH PURCHASE CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT INDICATING WHETHER OR NOT WATER, SEWER, ELECTRIC AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

12.– ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE & SERVICE WIDTH OF 15.00 FEET AS FOR THE HIDALGO COUNTY ARMY, GUARANTEED RIGHT OF WAY DEDICATED BY THIS PLAT DEVELOPERS AND ENGINEER CERTIFY THAT ALL OTHER DIMENSIONS SHOWN CLEARLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER REGULATION AS EASEMENT.

13.– AN UNPAVED PARKING LOT SIDE-PLAN AND DRAINAGE PLAN APPROVAL BY THE HIDALGO COUNTY PLANNING DEPARTMENT SHALL BE REQUIRED ON COMMERCIAL, INDUSTRIAL & MULTIFAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PERMIT OR THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND SEWER PLAN ARE APPROVED, AND COORDINATED IN ACCORDANCE WITH STATE AND COUNTY REGULATIONS.

14.– DRAINAGE STREET EASEMENTS NOTED (N) FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY DRAINAGE SHALL EASEMENT, ONLY DRAINAGE IMPROVEMENTS SHALL BE ALLOWED WITHIN ANY DRAINAGE EASEMENT. ANY OTHER IMPROVEMENTS THAT WOULD INTERFERE WITH THE OPERATION OF THE DRAINAGE SHALL DRAINAGE EASEMENT, THE LOT OWNER SHALL BE RESPONSIBLE FOR THE IMPROVEMENTS OF THE SAME.

15.– GENERAL USES FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE-SINGLE FAMILY RESIDENCE DWELLING SHALL BE LOCATED ON EACH LOT, NO MOBILE HOMES SHALL BE ALLOWED ON ANY LOT. THE DEVELOPER RETAINS THE RIGHT TO REVIEW ALL APPLICATIONS FOR CONSTRUCTION ARE REVIEWED PRIOR TO ISSUANCE THE LOT.

16.– SITE DRAINAGE IS REQUIRED ALONG MILE 13 1/2 NORTH ROAD AT TIME OF BUILDING PERMIT BY LOT OWNER.

17.– THE DEVELOPER WILL BE RESPONSIBLE FOR THE STREET LIGHT INSTALLATION AS REQUIRED BY THE CITY OF MISSION.

18.– LOT SIDEWALKS ARE REQUIRED ALONG INTERIOR STREETS AND ALONG MILE 13 1/2 N ROAD AT TIME OF BUILDING PERMIT.

19.– 6.0' CHAINLINK FENCE IS REQUIRED ALONG THE EAST SIDE OF THE DRAIN DITCH R.O.W.

20.– NO DRIVEWAY ACCESS SHALL BE ALLOW FROM MILE 13 1/2 NORTH ROAD OR TO LOTS 1 THROUGH 6 AND 24 THROUGH 37.

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

SAN JACINTO ESTATES No. 5, IS LOCATED IN THE SOUTH-EAST OF HIDALGO COUNTY PRIORITY No. 1 THE NORTH SIDE OF MILE 13 1/2 NORTH ROAD APPROXIMATELY THREE (3.0) MILES OF ITS INTERSECTION WITH MILE 4 WEST ROAD. THE CITY LIMIT BOUNDARY IS AT THE CITY OF MISSION'S JURISDICTION TO THE OFFICIAL MAP IN THE DISTRICT OF THE CITY OF HIDALGO POPULATION 31,443, SAN JACINTO ESTATES No. 5, LIES APPROXIMATELY 3.8 MILES FROM THE CITY LIMITS AND IT IS WITHIN THE CITY'S PRE-ALL CITIES TERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 212.001.

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	SAN JACINTO ENTERPRISES, L.L.C. JACINTO GARCIA, PRESIDENT	2100 W. EXPRESSWAY 83	MERCEDES, TX 78570	(956)565-9443	565-9018
ENGINEER:	ALFONSO QUINTANILLA	124 E. STUBBS ST.	EDINBURG, TX 78539	(956)381-8499	381-3557
SURVEYOR:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381-8499	381-3557

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS — LAND SURVEYORS
124 E. STUBBS ST. EDINBURG, TEXAS 78539
PHONE 956-381-8499
FAX 956-381-3557

CURVE DATA			
CURVE	DELTA	RADIUS	LENGTH
"A"	90°00'00"	30.00'	33.00'
"B"	20°00'00"	50.00'	26.18'
"C"	52°36'00"	50.00'	45.91'
"D"	81°16'26"	50.00'	70.92'
"E"	20°00'00"	50.00'	17.32'
"F"	31°40'34"	50.00'	27.64'
"G"	95°17'08"	50.00'	66.77'

LINE DATA TABLE		
DATA	BEARING	LENGTH
L1	S 45°00'00" E	35.36'
L2	S 45°00'00" W	35.36'
L3	N 45°00'00" E	35.36'
L4	N 45°00'00" W	35.36'
L5	S 23°32'44" E	36.15'
L6	S 23°24'18" W	39.44'
L7	N 28°28'11" E	284.29'
L8	N 29°30'18" E	234.09'
L9	S 82°36'41" E	180.82'
L10	S 21°39'46" E	211.18'
L11	S 11°26'28" E	169.18'
L12	N 39°45'01" E	208.34'
L13	N 62°30'36"E	251.89'
L14	N 67°28'08" W	177.82'
L15	N 28°27'33" W	199.62'

LOT	AREA (SQ.FT.)	AREA (ACS.)
1	23,130.00	0.5309
2	21,835.00	0.5011
3	23,815.64	0.5606
4	21,898.48	0.5025
5	21,817.00	0.5007
6-11	21,800.00	0.5003
12	21,836.13	0.5012
13	21,797.70	0.5003
14	23,829.58	0.5262
15	23,129.73	0.5310
16-21	21,800.00	0.5003
22	21,868.19	0.5019
23	21,921.46	0.5031
24	21,987.84	0.5046
25	23,184.08	0.5321
26	23,184.08	0.5321
27	23,070.81	0.5294
28	23,076.82	0.5297
29	23,181.74	0.5321
30	23,270.64	0.5341
31	23,300.00	0.5348
32	23,338.73	0.5357
33	21,847.60	0.5014
34	21,800.34	0.5003
35	22,380.33	0.5136
36	23,810.43	0.5465
37	23,808.08	0.5465
38	23,130.08	0.5309
39	21,897.58	0.5026
40-41	21,836.08	0.5012
42	23,021.80	0.5285
43	23,067.30	0.5295
44	23,067.30	0.5295
45	23,067.30	0.5295
46	23,067.30	0.5295
47	23,067.30	0.5295
48	23,067.30	0.5295
49	23,067.30	0.5295
50	23,067.30	0.5295
51	23,067.30	0.5295
52	23,067.30	0.5295
53	23,067.30	0.5295
54	23,067.30	0.5295
55	23,067.30	0.5295
56	23,067.30	0.5295
57	23,067.30	0.5295
58	23,067.30	0.5295
59	23,067.30	0.5295
60	23,067.30	0.5295
61	23,067.30	0.5295

SUBDIVISION PLAT OF:

SAN JACINTO ESTATES No. 5

A 38.016 ACRE TRACT OF LAND BEING ALL OF FARM TRACT 381, WEST AND ADJACENT TRACTS SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGES 34-37, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 3026529, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

A 20.016 ACRE TRACT OF LAND (MAP RECORD: 38.01 ACRES) BEING ALL OF FARM TRACT 381, WEST AND ADJACENT TRACTS SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGES 34-37, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 3026529, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS; REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A COTTON PICKER SPINDLE SET ON THE CENTERLINE OF MILE 13 ½ NORTH ROAD FOR THE SOUTHWEST CORNER OF FARM TRACT 380 AND THE SOUTHEAST CORNER OF THIS TRACT;

THENCE, N 00°09'E, ALONG THE WEST LINE OF FARM TRACT 381, PASSING A 5/8" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4606 SET AT 33.00 FEET FOR THE NORTH RIGHT OF WAY LINE OF MILE 13 ½ NORTH ROAD, A TOTAL DISTANCE OF 660.00 FEET TO A POINT FOR AN EXTERIOR CORNER OF FARM TRACT 381 AND AN EXTERIOR CORNER OF THIS TRACT;

THENCE, N 02°19'E, ALONG THE WEST LINE OF FARM TRACT 381, A DISTANCE OF 660.54 FEET TO A POINT FOR THE NORTHWEST CORNER OF FARM TRACT 381 AND THE NORTHEAST CORNER OF THIS TRACT;

THENCE, EAST, ALONG THE NORTH LINE OF FARM TRACT 381, PASSING A 5/8" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4606 SET AT 33.00 FEET FOR THE EAST LINE OF A DRAIN DITCH RIGHT OF WAY, A TOTAL DISTANCE OF 1,434.51 FEET TO A 5/8" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4606 SET FOR THE NORTHWEST CORNER OF FARM TRACT 383 AND THE NORTHEAST CORNER OF THIS TRACT;

THENCE, S 39°45'47"W, ALONG THE EAST LINE OF FARM TRACT 381, A DISTANCE OF 3.58 FEET TO A 5/8" IRON ROD WITH CAP STAMPED WELDON & HUNT INC. FOUND FOR AN INTERIOR CORNER OF FARM TRACT 383 AND AN EXTERIOR CORNER OF THIS TRACT;

THENCE, S 14°08'33"W (MAP RECORD: S 12°57'42"W), ALONG THE EAST LINE OF FARM TRACT 381, PASSING A 5/8" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4606 SET AT 1,326.60 FEET FOR THE NORTH RIGHT OF WAY LINE OF MILE 13 ½ NORTH ROAD, A TOTAL DISTANCE OF 1,359.23 FEET (MAP RECORD: 1,351.00 FEET) TO A COTTON PICKER SPINDLE SET IN THE CENTERLINE OF MILE 13 ½ NORTH ROAD FOR THE SOUTHEAST CORNER OF FARM TRACT 381 AND THE SOUTHEAST CORNER OF THIS TRACT;

THENCE, WEST, ALONG THE SOUTH LINE OF FARM TRACT 381 AND THE CENTERLINE OF MILE 13 ½ NORTH ROAD, A DISTANCE OF 1,129.20 FEET TO THE POINT OF BEGINNING AND CONTAINING 38.016 ACRES OF LAND, MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH LOS EBANOS ACRES UNIT No.1, RECORDED IN VOLUME 26, PAGE 1324, MAP RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

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 PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY DONE ON THE GROUND UNDER MY SUPERVISION.

ALFONSO QUINTANILLA
R.P.L.S. No. 4606

5-20-08
DATE

NOTE:

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1, HIDALGO COUNTY WATER IMPROVEMENT DISTRICT NO. 3, AND CAMERON COUNTY IRRIGATION DISTRICT NO. 3 ARE NOT RESPONSIBLE FOR THE DRAINAGE FACILITIES WITHIN THIS SUBDIVISION. THE DISTRICTS HAS NOT REVIEWED AND DOES NOT CERTIFY TO THE ADEQUACY OF THE DRAINAGE FACILITIES AS SHOWN ON THE APPROVED CONSTRUCTION PLANS. BASED ON CURRENTLY ADOPTED ENGINEERING CRITERIA, IT IS THE OPINION OF THE DISTRICTS THAT THE REGULATIONS OF THE SUBDIVISION AND ITS OWNERS TO KEEP THE DRAINAGE FACILITIES

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

By: _____

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED COUNTY THAT THIS PLAT OF SAN JACINTO ESTATES No. 5 WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON _____

HIDALGO COUNTY RIGHT OF WAY DIRECTOR — DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED COUNTY THAT THIS PLAT OF SAN JACINTO ESTATES No. 5 WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____

HIDALGO COUNTY ASSISTANT CHIEF INSPECTOR — DATE

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, owners of the property shown on this plat, their successors, assigns, and transferees; I hereinafter called "Grantor" whether one or more persons are named, in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration paid to Rio Farms Water Supply Corporation, hereinafter called "Grantee", the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, release, and convey to said Grantee, its successors, and assigns, an exclusive perpetual easement with the right to erect, construct, install and lay all pipelines, valves, meters, fittings, manholes, and appurtenances over and across the below described lands, together with the right of ingress and egress over Grantor's adjacent lands for the purpose for which the above mentioned rights are granted. This easement herein granted shall be a total of 15' in width, and Grantee agrees that when it has completed its work on the easement herein conveyed except that when the pipeline is installed, the easement herein granted shall be limited to a width of 15' in width, the center line thereof being the pipeline installed.

In the event the easement herein granted shall be in a public road and the city, county or state hereafter claims or reserves the public road as to its request the relocation of the water line existing, the Grantee or Grantee or Grantees or subsequent assessment over and across the lines shown on this plat for the purposes of relocation of the water line existing, the Grantee or Grantees or subsequent assessment over and across the lines shown on this plat for the purposes of relocation of the water line existing, the Grantee or Grantees or subsequent improvements, which easement hereby granted shall be limited to a width of 15' in width, the center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation, operation, repair, replacement, and relocation of the structures referred to herein. This agreement together with all provisions of this grant shall constitute an easement for the benefit of the Grantee, its successors, and assigns. The Grantor covenants that it is the owner of the above-described lands and that said lands are free and clear of all encumbrances and have granted the rights.

This easement contained herein was obtained or improved through federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for as long as the property is used for the purpose for which financial assistance for which financial assistance was extended or for as long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantor executed this instrument this ____ day of _____, 20__.

JACINTO GARCIA, PRESIDENT

STATE OF TEXAS &
COUNTY OF HIDALGO &
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, JACINTO GARCIA, PRESIDENT, AS OWNER OF THE 38.016 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED SAN JACINTO ESTATES No. 5, HEREBY SUBDIVIDE THE LAND AS DEPICTED ON THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREON.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE §212.012 AND THAT:

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

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

SAN JACINTO ENTERPRISES, L.L.C.
JACINTO GARCIA, PRESIDENT
2100 W. EXPRESSWAY 83
MERCEDES, TEXAS 78570

DATE

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared JACINTO GARCIA, PRESIDENT, proved to me through his Texas Department of Public Safety Driver License to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, declared that the statements therein are true and correct and acknowledged that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 20__.

CYNTHIA A. GROVE
Notary Public, State of Texas
My Commission Expires
September 3, 2009

CYNTHIA A. GROVE, NOTARY PUBLIC

CITY OF MISSION
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 212.009(a) AND §212.0115(b)

WE THE UNDERSIGNED CERTIFY that this plat of the SAN JACINTO ESTATES No. 5, was reviewed and approved by the City Council of the City of Mission, on _____.

Mayor of the City of Mission — Date

ATTEST: Secretary of the City of Mission — Date

CITY OF MISSION
CERTIFICATE OF PLANNING AND ZONING APPROVAL

I, THE UNDERSIGNED CERTIFY that this plat of the SAN JACINTO ESTATES No. 5, was reviewed and approved by the Planning and Zoning of the City of Mission, on _____.

Chairperson of the City of Mission — Date

ATTEST: Secretary of the City of Mission — Date

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(a)

WE THE UNDERSIGNED CERTIFY that this plat of the SAN JACINTO ESTATES No. 5, was reviewed and approved by the Hidalgo County Commissioners Court on _____.

Hidalgo County Judge — Date

ATTEST: Hidalgo County Clerk — Date

THIS PLAT APPROVED BY THE HIDALGO AND CAMERON COUNTY IRRIGATION DISTRICT # 3, DATED THIS _____ DAY OF _____, 20__.

NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON HOOD RIGHTS-OF-WAY OR EASEMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF SAID DISTRICT. IT IS UNDERSTOOD THAT THE RATE OF FLOW OF DRAIN WATER WILL NOT BE INCREASED OVER THE RATE OF FLOW OF DRAIN WATER WHEN THE LAND WAS IN AGRICULTURAL USE.

GENERAL MANAGER

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

ALFONSO QUINTANILLA
P.E. No. 83539

2-13-09
DATE

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

BY: _____

ON: _____ AT _____ AM/PM

INSTRUMENT NUMBER: _____

OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

SHEET NO. 1 OF 3 SHEETS

PURPOSE: PLAT FOR SUBDIVISION	SUBDIVISION NAME: SAN JACINTO ESTATES No. 5 (PLAT)	
DATE PREPARED:	PREPARED BY:	CHECKED BY:
AUGUST 5, 2008	RGV	
DATE REVISED:	REVISED BY:	ENGINEER #1:
		APPROVED BY:

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: February 18, 2009

RE: **Vista Ridge Subdivision – Pct. 1**
Preliminary Approval

Vista Ridge is a fifty one (51) lot subdivision located on the West side of FM 88, approximately ¼ mile South of the intersection with Mile 20 North 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 26, 2009. The proposed subdivision lies within a Zone "X" as per FEMA's FIRM.

The proposed subdivision plat will dedicate ten (10) feet on FM 88 and twenty (20) feet on Norene 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 A. Gonzalez and approved by the Hidalgo County Environmental Health Department.

Water Services will be provided by North Alamo Water Supply Corporation. There is an existing eight (8) inch waterline on the North side of FM 88.

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. Staff comments are attached for your review.

The Hidalgo County Advisory Board convened and recommended **Preliminary Approval** on **February 17, 2009** subject to staff comments and future recommendations by Planning and other departments.

LOG OF ITEMS LACKING DURING SUBDIVISION REVIEW

Name of Subdivision: **Vista Ridge Acres 2nd Review** **Page** 1 of 1

Item Log	*DESCRIPTION OF ITEMS:* *Plat is subject to additional comments from Planning, Right of Way, Health and HCDD No. 1 prior to consideration for final approval.*	Date	Initials
		02-11-09	JRT
A	**SHEET 1 of 4 COMMENTS:** PLAT NOTES: 16] Verify with TxDOT if they will allow individual driveway access for lots fronting FM 88. Approval from TxDOT is required in writing prior to preliminary approval. If TxDOT does not approve the individual driveways, then consider to propose a 24' share driveway with an access easement. 17] Plat note is incomplete please add the fallowing wording; *"if the aforementioned lots are designated for commercial use, then the lot owner will be required to install a buffer fence abutting all residential lots and along the (internal street name) to deny access on to lots"*		
B	**SHEET 2 of 4 COMMENTS:** Verify with HCROW if they a concern with the existing irrigation stand pipe inside the existing 40 foot road ROW along the north west corner of lot 1.		
C	1/3 escrow is required for the un open and un paved 40 foot county road ROW ("Norene Dr").		
D	**SHEET 3 of 4 COMMENTS:** WATER ENGINEER REPORT: • Provide street name where you reference the installation of the proposed 8" water line.		
E	OSSF ENGINEERING REPORT: 1) Submit the original soil testing report to compare with engineering report. o Confirm that all soil borings shown on drawing layout coincide with original soil report.		
F	All modification on water and ossf engineering report needs to reflect on Spanish version.		
G	**SHEET 4 of 4 COMMENTS:** Submit approved NOI and approved discharge permit.		
H	Label for contractor to re-grade FM 88 road side ditch to TxDOT specifications.		

C MILE 20 NORTH ROAD

SCALE 1" = 100'

S 89°40' E

1320.16' (M.R. 1320.00')

1320.01'

N 89°20' E

S 89°20' W

N 89°33' W

725.03' (M.R. 724.08')

N 44°54' W

882.01' (M.R. 884.20')

N 80°40' W

1366.21' (M.R. 1365.80')

S 09°20' W

1320.16' (M.R. 1320.00')

N 09°20' E

F.M. 88

HORNE DRIVE

LOT 5 BLOCK 85

LOT 6 BLOCK 85

LOT 12 BLOCK 85

LOT 13 BLOCK 85

EXCLUSIVE 15.00' EASEMENT TO H.C.W.I.D.

EXCLUSIVE 10.00' EASEMENT TO H.C.W.I.D.

EXCLUSIVE 15.00' EASEMENT TO N.A.W.S.C.

EXCLUSIVE 10.00' EASEMENT TO N.A.W.S.C.

10.00' ADDITIONAL R.O.W. DEDICATED BY THIS PLAT

20.00' ADDITIONAL R.O.W. DEDICATED BY THIS PLAT

30.00' DRAINAGE EASEMENT

20.00' DRAINAGE SWALE EASEMENT

15.00' ELECTRICAL & UTILITY EASEMENT

20.00' ACCESS EASEMENT

HIDALGO COUNTY DRAINAGE DISTRICT #1 MAIN FLOOD WATER CHANNEL EASEMENT RECORDED IN VOLUME 1286, PAGE 420, DEED RECORDS, HIDALGO COUNTY, TEXAS.

EXCLUSIVE 15.00' EASEMENT TO DELEDO IRRIGATION DISTRICT DEDICATED BY THIS PLAT

EXCLUSIVE 10.00' EASEMENT TO DELEDO IRRIGATION DISTRICT DEDICATED BY THIS PLAT

EXIST. CONC. CANAL

EXIST. IRRIGATION LINE (TYPICAL)

EXIST. HIGH VOLTAGE ELECTRIC POLE

EXIST. POWER POLE

EXIST. GUY ANCHOR

EXIST. TELEPHONE PEDESTAL

EXIST. TELEPHONE MANHOLE

EXIST. TELEPHONE BOX

EXIST. TELEPHONE RISER

EXIST. TELEPHONE POLE

EXIST. TELEPHONE LINE

EXIST. OVERHEAD ELECTRIC LINE

EXIST. OVERHEAD TELEPHONE LINE

EXIST. OVERHEAD ELECTRIC & TELEPHONE LINE

EXIST. OVERHEAD ELECTRIC & TELEPHONE LINE ON POLES

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: February 18, 2009

RE: **Dos XX Subdivision – Pct. 1**
Final Approval

Dos XX Subdivision is a three (3) commercial lot subdivision located on the Northeast corner of the intersection of US Expressway 83 and FM 1423.

The proposed Subdivision lies within the City of Donna 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 September 18, 2000. The proposed subdivision lies within Zone "C" as per FEMA's FIRM.

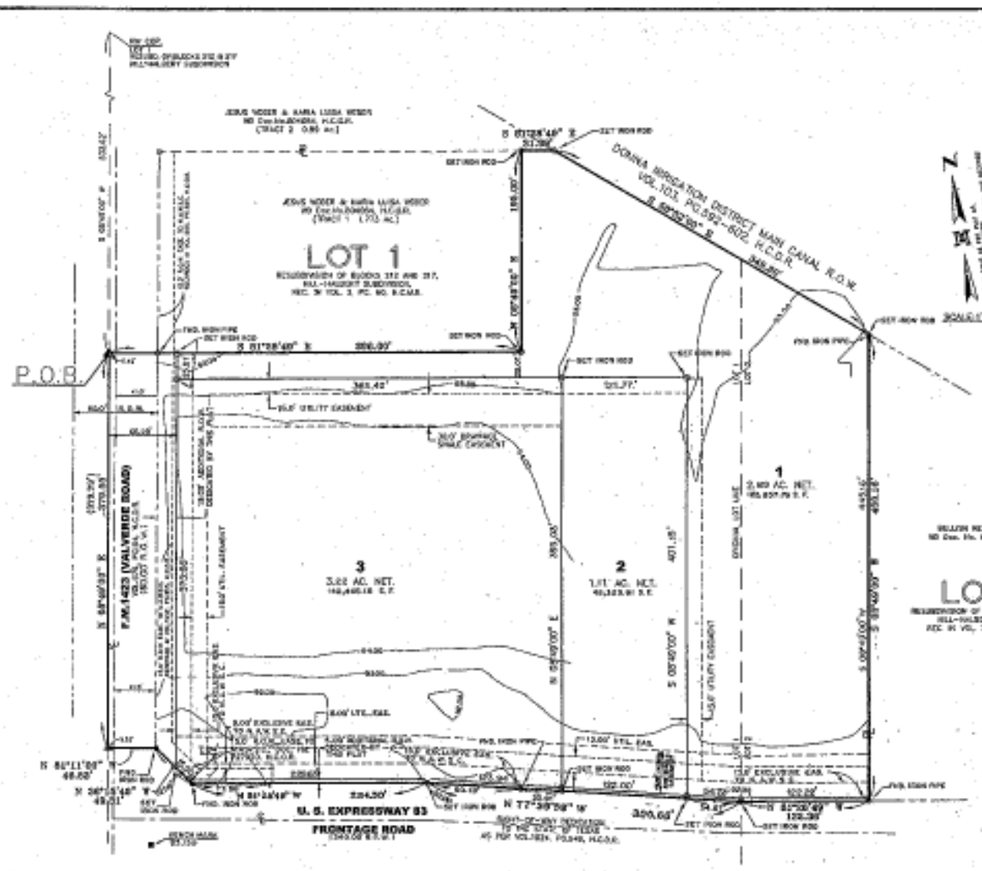
The proposed subdivision plat will dedicate nineteen (19) feet on FM 1423 of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Services will be provided by OSSF. Soil Analysis were conducted by Aniceto Izaguirre and approved by the Environmental Health Department. The 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 twelve (12) inch waterline on FM 1423 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 February 21, 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 **February 17, 2009.**


JESUS NODER & MARIA LUISA NODER
(TRACT 2 0.80 ac.)
JESUS NODER & MARIA LUISA NODER
(TRACT 1 7.70 AC.)
LOT 1
SUBDIVISION OF BLOCKS 212 AND 217,
HILL-HALBERT SUBDIVISION,
VOL. 3, PG. 60, H.C.M.R.
DONNA IRRIGATION DISTRICT MAIN CANAL R.O.W.
VOL.103, PG.592-602, H.C.D.R.
S 81°28'48" E 347.28'
S 81°28'48" E 396.90'
P.O.B.
N 89°49'08" W 345.42'
N 89°49'08" W 345.42'
N 89°49'08" W 345.42'
S 89°49'08" E 345.42'
S 89°49'08" E 345.42'
S 89°49'08" E 345.42'

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: February 18, 2009

RE: **Rivera Estates Subdivision– Pct. 3**
Final Approval

Rivera Estates is a two (2) lot subdivision located on the East side of La Homa Road, ¾ miles North of FM 1924.

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 August 1, 2003. The proposed subdivision lies within a Zone "C" as per FEMA's FIRM.

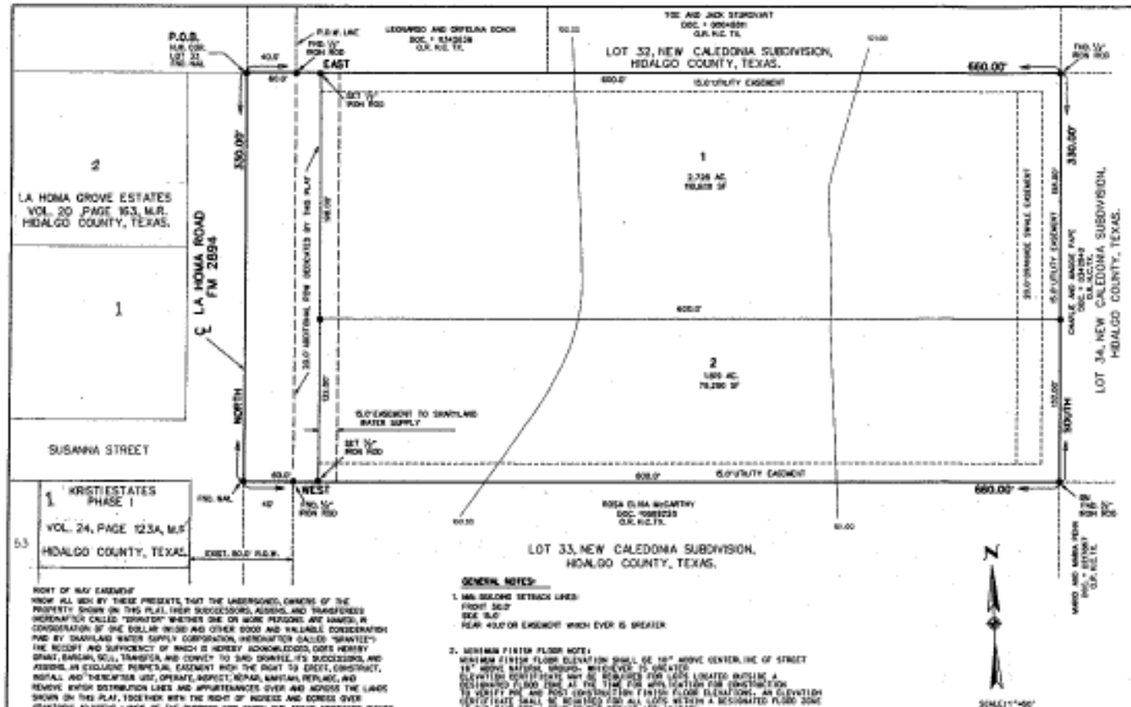
The proposed subdivision plat will dedicate twenty (20) feet on La Homa Road (FM 2894) of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

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

Water Services will be provided by Sharyland Water Supply Corporation. There is an existing six (6) inch waterline on La Homa Road (FM 2894) 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 April 22, 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 20, 2009.**



RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, OWNERS OF THE PROPERTY SHOWN ON THIS PLAT, THEIR SUCCESSORS, ASSIGNS, AND TRANSFEREES (HEREINAFTER CALLED "GRANTOR" WHETHER ONE OR MORE PERSONS ARE NAMED), IN CONSIDERATION OF ONE DOLLAR ($1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION PAID BY SHARYLAND WATER SUPPLY CORPORATION, (HEREINAFTER CALLED "GRANTEE") THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY GRANT, BARGAIN, SELL, TRANSFER, AND CONVEY TO SAID GRANTEE, ITS SUCCESSORS, AND ASSIGNS, AN EXCLUSIVE PERPETUAL EASEMENT WITH THE RIGHT TO ERECT, CONSTRUCT, INSTALL AND THEREAFTER USE, OPERATE, INSPECT, REPAIR, MAINTAIN, REPLACE, AND REMOVE WATER DISTRIBUTION LINES AND APPURTENANCES OVER AND ACROSS THE LANDS SHOWN ON THIS PLAT, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LANDS FOR THE PURPOSE FOR WHICH THE ABOVE MENTIONED RIGHTS ARE GRANTED, THE EASEMENT HEREBY GRANTED SHALL NOT EXCEED 15'IN WIDTH, AND GRANTEE IS HEREBY AUTHORIZED TO DESIGNATE THE COURSE OF THE EASEMENT HEREIN CONVEYED EXCEPT THAT WHEN THE IMPROVEMENT IS INSTALLED, THE EASEMENT HEREIN GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15'IN WIDTH, THE CENTER LINE THEREOF BEING THE PIPELINE AS RELOCATED. THE CONSIDERATION RECITED HEREIN SHALL CONSTITUTE PAYMENT IN FULL FOR ALL DAMAGES SUSTAINED BY GRANTOR BY REASON OF THE INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT AND RELOCATION OF THE STRUCTURES REFERRED TO HEREIN. THIS AGREEMENT TOGETHER WITH OTHER PROVISIONS OF THIS GRANT SHALL CONSTITUTE AN EASEMENT FOR THE BENEFIT OF THE GRANTEE, ITS SUCCESSORS, AND ASSIGNS. THE GRANTOR COVENANTS THAT IT IS THE OWNER OF THE ABOVE-DESCRIBED LANDS AND THAT SAID LANDS ARE FREE AND CLEAR OF ALL ENCUMBRANCES AND LIES EXCEPT THE FOLLOWING: THE EASEMENT CONVEYED HEREIN WAS OBTAINED OR IMPROVED THROUGH FEDERAL FINANCIAL ASSISTANCE. THIS EASEMENT IS SUBJECT TO THE PROVISIONS OF TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AND THE REGULATIONS ISSUED PURSUANT THERETO FOR SO LONG AS THE EASEMENT CONTINUES TO BE USED FOR THE SAME OR SIMILAR PURPOSE FOR WHICH FINANCIAL ASSISTANCE WAS EXTENDED OR FOR SO LONG AS THE GRANTEE OWNS IT, WHICHEVER IS LONGER.

IN WITNESS WHEREOF THE SAID GRANTOR EXECUTED THIS INSTRUMENT THIS _____ DAY OF _____, 2008.

RUBEN RIVERA



LOCATION MAP SCALE: 1" = 1000'

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY

RIVIERA ESTATES LOCATED WITHIN HIDALGO COUNTY PRECINCT NO. 3 IS THE SOUTH SIDE OF HIDALGO COUNTY ON THE EAST SIDE OF LA HOMA ROAD ½ MILE NORTH OF FM 1924 ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF MISSION ACCORDING TO THE MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF MISSION (POPULATION 63,327/2000 CENSUS), RIVIERA ESTATES LIES APPROXIMATELY 1 MILE FROM THE CITY LIMITS OF MISSION AND LIES WITHIN THE CITY'S 2 MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.021

GENERAL NOTES:

1. MIN. BUILDING SETBACK LINES:
FRONT: 25.0'
SIDE: 25.0'
REAR: 40.0' OR EASEMENT WHICH EVER IS GREATER

2. MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE CENTER LINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER.
ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE- AND POST-CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

3. ● -DENOTES ½" IRON ROD FOUND UNLESS OTHERWISE NOTED.

4. BENCHMARK NOTE:
THE FOLLOWING BENCHMARK ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS:
BENCH MARK ELEV. = 81.30'(GPS), SLAB IN DISH AT THE SOUTHEAST CORNER OF THIS SUBDIVISION.

5. FLOOD ZONE DESIGNATION ZONE "C"
AREAS OF MINIMAL FLOODING.
COMMUNITY-PANEL NO. 480334 0400 C
MAP REVISED NOVEMBER 15, 1982.

6. DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO.1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 0.742 CUBIC FEET 0.0205 ACRE-FEET) OF STORM WATER RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AND FUTURE FILL ON THIS DRAINAGE FOR THIS DEVELOPMENT WILL BE SELF-CONTAINED WITH DETENTION AREA ON THE EAST SIDE OF THIS PROPERTY:
LOT 1: 1.347 OF 0.0729 AC-FEET)
LOT 2: 0.000 OF (0.0418 AC-FEET)

7. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT.
EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, BRUSH, TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

8. DENSITY NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVALS. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

9. DRAINAGE SWALE EASEMENTS NOTE:
NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY DRAINAGE SWALE EASEMENT. EACH DRAINAGE SWALE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION OF THE DRAINAGE SWALE EASEMENT. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SWALE.

10. THIS SUBDIVISION HAS A 10'WIDE PUBLIC UTILITY AND ELECTRICAL EASEMENT ALONG THE WEST, NORTH, EAST AND SOUTH SIDE OF THIS SUBDIVISION AND A 20' DRAINAGE EASEMENT RUNNING ALONG THE REAR OF EACH LOT.

11. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION

12. EACH PURCHASER CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

13. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPANCY AN EASEMENT.

14. AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVAL BY THE HIDALGO COUNTY PLANNING DEPARTMENT SHALL BE REQUIRED FOR COMMERCIAL, INDUSTRIAL & MULTI-FAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND COST PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.

REVISION NOTES

NO.	SHEET	REVISION	DATE	APPROVED

PRINCIPAL CONTACTS:

	NAME	ADDRESS	CITY & ZIP	PHONE
OWNER:	RUBEN RIVERA	P.O. BOX 690	MISSION, TEXAS, 78572	(956) 655-6033
ENGINEER:	RAÚL E. GARZA JR.	100 E. FERGUSON	PHARR, TEXAS, 78577	(956) 533-9280
SURVEYOR:	WILLIAM A. MANGUM	4123 NORTH CONWAY	MISSION, TEXAS, 78574	(956) 581-0206

RIVERA ESTATES

THE NORTH 5.00 ACRES OF LOT 33, NEW CALEDONIA SUBDIVISION, HIDALGO COUNTY, TEXAS.

VOL. 6, PAGE 19, M.R. METES AND BOUNDS

A 5.00 ACRE TRACT OF LAND OUT OF THE NORTH 5.00 ACRES OF LOT 33, NEW CALEDONIA, HIDALGO COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A NAIL FOUND IN THE CENTERLINE OF LA HOMA ROAD FOR THE NORTHEAST CORNER OF LOT 32 AND THE NORTHWEST CORNER OF THIS TRACT,

THENCE: EAST, ALONG THE NORTH LINE OF LOT 33, PASSING A ½" IRON ROD FOUND AT 40.80 FEET FOR THE EAST P.O.W. LINE OF LA HOMA ROAD, A TOTAL DISTANCE OF 660.00 FEET TO A ½" IRON SET FOR THE NORTHEAST CORNER OF LOT 33 AND THE NORTHEAST CORNER OF THIS TRACT,

THENCE: SOUTH, ALONG THE EAST LINE OF LOT 33, A DISTANCE OF 660.00 FEET TO ADJ.± IRON ROD FOUND FOR THE SOUTHEAST CORNER OF THIS TRACT,

THENCE: WEST, PASSING A ½" IRON ROD FOUND AT 620.20 FEET FOR THE WEST R.O.W. LINE OF LA HOMA ROAD, A TOTAL DISTANCE OF 660.00 FEET TO A NAIL FOUND ON THE WEST LINE OF LOT 33 AND IN THE CENTERLINE OF LA HOMA ROAD FOR THE SOUTHWEST CORNER OF THIS TRACT,

THENCE: NORTH, ALONG THE WEST LINE OF LOT 33, AND THE CENTERLINE OF LA HOMA ROAD, A DISTANCE OF 660.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 5.00 ACRES OF LAND MORE OR LESS.

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE 232.028(a)

RE: THE UNDERSIGNED CERTIFY THAT THE PLAT OF _____ RIVERA ESTATES _____ WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____

_____ DATE

_____ HIDALGO COUNTY JUDGE

ATTEST: _____ DATE
HIDALGO COUNTY CLERK

COUNTY CLERK'S RECORDING CERTIFICATE

I, _____ COUNTY CLERK OF HIDALGO COUNTY, THAT THE PLAT BEARING THIS CERTIFICATE WAS FILED FOR RECORD AT _____ O'CLOCK ____M. ON THE _____ DAY OF _____, A.D. _____ AND WAS DULY RECORDED IN BOOK _____ PAGE(S) _____ THE PLAT RECORDS OF HIDALGO COUNTY, AT _____ O'CLOCK ____M.

COUNTY OF HIDALGO
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF RIVERA ESTATES WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON _____

_____ DATE
HIDALGO COUNTY RIGHT OF WAY DIRECTOR

COUNTY OF HIDALGO
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF RIVERA ESTATES WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____

_____ DATE
HIDALGO COUNTY ASSISTANT CHIEF INSPECTOR

15. CLEARANCES FOR WATER METERS
AS PER LOCAL GOVERNMENT CODE REQUIREMENTS, SANITARY SEWER MUST BE CONNECTED TO A RESIDENCE PRIOR TO THE COUNTY PROCESSING A FINAL CLEARANCE FOR A WATER METER. A SEWER TAP INSPECTION SHALL BE PROVIDED FROM THE ENTITY SERVICE PROVIDER PRIOR TO RECEIVING A CLEARANCE FOR WATER METERS.

16. THESE DRIVEWAY/ENTRANCE PERMITS ARE REQUIRED FOR LOTS 1 AND 2, PRIOR TO THE CONSTRUCTION OF A DRIVEWAY/ENTRANCE ON TO FM 2894. TxDOT ACCESS PERMIT IS REQUIRED PRIOR TO THE COUNTY ISSUING A DEVELOPMENT AND/OR BUILDING PERMIT.

UNITED IRRIGATION DISTRICT

ALL IRRIGATION EASEMENTS ARE EXCLUSIVE TO UNITED IRRIGATION DISTRICT, AND THE DISTRICT ALLOWS NO OTHER UTILITIES OR USE WITHOUT EXPRESS APPROVAL.

NO UTILITY COMPANY OR OTHER PERSON IS ALLOWED TO CROSS ABOVE OR BELOW GROUND ANY DISTRICT EASEMENT OR RIGHT OF WAY WITH LINES, PIPES, OPEN DITCHES OR OTHER USE WITHOUT FIRST OBTAINING A CROSS PERMIT FROM THE DISTRICT.

NO PERMANENT STRUCTURE, INCLUDING FENCES, OR DRIVEWAYS OF ANY CONSTRUCTION WILL BE ALLOWED TO BE CONSTRUCTED OR EXIST ON ANY DISTRICT EASEMENT OR RIGHT OF WAY WITHOUT WRITTEN APPROVAL BY THE DISTRICT. ANY UNAUTHORIZED STRUCTURE IN THE EASEMENT AREA IS SUBJECT TO REMOVAL.

NO UTILITY COMPANY OR OTHER PERSON IS ALLOWED TO CONNECT TO ANY DISTRICT FACILITY WITHOUT FIRST OBTAINING A PERMIT FROM THE IRRIGATION DISTRICT. ANY CONNECTION NOT AUTHORIZED BY THE DISTRICT IS SUBJECT TO REMOVAL.

DATE OF PREPARATION APRIL 2007

STATE OF TEXAS
COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, RUBEN RIVERA
BY VIRTUE OF THE 5.00 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED RIVERA ESTATES HEREBY THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DESIGNATED TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREON.

I HEREBY CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE §232.032 AND THAT:
(a) THE WATER QUALITY AND CONNECTIONS TO THE LOT MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(b) SEWER CONNECTIONS TO THE LOT OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF THE STATE STANDARDS;
(c) ELECTRICAL CONNECTIONS PROVIDED TO THE LOT MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(d) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOT MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.
I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

_____
OWNER: RUBEN RIVERA
ADDRESS: P.O. BOX 690
MISSION, TEXAS. 78572

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED RUBEN RIVERA, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 2008

_____
NOTARY PUBLIC FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES:

THIS PLAT IS HEREBY APPROVED BY UNITED IRRIGATION DISTRICT DISTRICT IS SUBJECT TO THE CONDITION THAT THE SUBDIVIDER WILL PROVIDE DOMESTIC WATER SYSTEM TO DISTRIBUTE POTABLE WATER. THE DISTRICT WILL PROVIDE ONLY IRRIGATION WATER WHERE DISTRIBUTION FACILITIES MUST BE CONSTRUCTED AND MAINTAINED AT THE EXPENSE OF THE OWNER AND CONVEYING OF PIPELINES, VALVES, CHECK GATES TO BE CONNECTED TO THE NEAREST DISTRICT FACILITY, DATED THIS THE _____ DAY OF _____ A.D., 2008.

_____ SECRETARY
_____ PRESIDENT

CITY OF MISSION
CERTIFICATE OF APPROVAL

UNDER LOCAL GOVERNMENT CODE 212.0065(d), WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF RIVIERA ESTATES WAS REVIEWED AND APPROVED BY THE CITY COUNCIL OF MISSION.

_____ MAYOR, CITY OF MISSION _____ DATE:

ATTEST: _____ CITY SECRETARY _____ DATE:

THIS PLAT OF RIVERA ESTATES HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MISSION, TEXAS AND IS HEREBY APPROVED BY SUCH COMMISSION.

DATED THIS _____ DAY OF _____, 2008

_____ CHAIRMAN

HIDALGO COUNTY DRAINAGE DISTRICT NO.1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEX. WATER CODE § 49.211(c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESIGNED AND APPROPRIATE FOR ANY SPECIFIC SUBDIVISION. ENGINEER OR INDIVIDUALLY ACCEPTED ENGINEERING CRITERIA IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO.1

BY: _____

STATE OF TEXAS
COUNTY OF HIDALGO

I, WILLIAM A. MANGUM, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION AND THAT ALL AMOUNTS OF IT ARE IN ACCORDANCE WITH THE CITY OF MISSION SUBDIVISION ORDINANCE AND ALL STATE STATUTES GOVERNING SURVEYS.

WILLIAM A. MANGUM
REGISTERED PROFESSIONAL LAND SURVEYOR No.4353
4123 NORTH CONWAY
MISSION, TEXAS 78574

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, RAÚL E. GARZA JR. A REGISTERED PROFESSIONAL ENGINEER, IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

RAÚL E. GARZA JR.
REG. PROFESSIONAL ENGINEER # 80824
100 E. FERGUSON
PHARR, TEXAS, 78577

SHEET 1 OF 3

INDEX TO SHEET OF RIVERA ESTATES

SHEET 1	INDEX/AREA SKETCH, LOCATION MAP AND KEY PRINCIPAL CONTACTS
	PLAT NOTE (STD. STREET AND EASEMENT DEDICATION, RESERVATION OF UNITED IRRIGATION DISTRICT EASEMENT AND RIGHT-OF-WAY, AND RESTRICTIVE COVENANTS)
	METES AND BOUNDS DESCRIPTION
	OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION, COUNTY APPROVAL
	CERTIFICATES FOR OWNER'S RECORDING, HIDALGO COUNTY CLERK'S RECORDING, CERTIFICATE OF APPROVAL BY HIDALGO COUNTY RIGHT OF WAY DEPARTMENT, CERTIFICATE OF APPROVAL BY HIDALGO COUNTY HEALTH DEPARTMENT, LIMITATION OF CONSTRUCTION WITH RESPECT TO THE 100 YEAR FLOOD PLAIN, CERTIFICATE OF APPROVAL BY CITY OF MISSION
SHEET 2	LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY, CERTIFICATE OF APPROVAL BY CITY OF MISSION PLANNING AND ZONING COMMISSION, CERTIFICATION AND ATTESTATION BY HIDALGO COUNTY DRAINAGE DISTRICT NO.1, CERTIFICATE OF SURVEYOR, NOTES AND REFERENCE BENCHMARKS, TIDY AND HEALTH DEPARTMENT CERTIFICATION
	WATER SUPPLY AND SEWAGE FACILITIES, INCLUDING DESCRIPTION OF WATER AND WASTE WATER FACILITIES AND CERTIFICATION AND CERTIFICATE OF APPROVAL BY TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ)
	ENGINEER AND SURVEYOR'S CERTIFICATION, INCLUDING DESCRIPTION OF WATER AND WASTE WATER FACILITIES AND CERTIFICATION (ENGLISH AND SPANISH VERSIONS)
	WATER AND SEWER SERVICE CONNECTIONS, OWNER'S RESPONSIBILITIES, CERTIFICATION,
	TYPICAL WATER SERVICE CONNECTIONS, OWNER'S RESPONSIBILITIES, CERTIFICATION,
	TYPICAL SEWER SERVICE CONNECTIONS, OWNER'S RESPONSIBILITIES, CERTIFICATION,
	GAS LINE SERVICE
SHEET 3	LOTS DEVELOPMENT NOTES, INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE LOTS DEVELOPMENT, MAP OF SUBDIVISION AND CROSSINGS, AND ENGINEER'S CERTIFICATION, RESTRICTIONS, NOTICES

GARZA AND GARZA ENGINEERING
CONSULTING ENGINEERS
100 E. FERGUSON, PHARR, TEXAS, 78577
Tel. 956-533-9280

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: February 18, 2009

RE: **Winston Commercial Plaza - Pct. 1**
Final Approval with Financial Guarantee

Winston Commercial Plaza is a six (6) commercial lot subdivision located at the Northeast intersection of Mile 12 North Road and Mile 4 West.

The proposed Subdivision lies within the City of Weslaco 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 17, 2008. The proposed subdivision lies within a Zone "X" as per FEMA's FIRM.

The proposed subdivision plat will dedicate thirty (30) feet on Mile 4 West Road and ten feet on Mile 12 North 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 Test were conducted by Jose A. Gonzalez and approved by the Environmental Health Department.

Water Services will be provided by North Alamo Water Supply Corporation. There is an existing eight (8) inch waterline on Mile 12 North 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 Subdivision Plat received Preliminary Approval from the Hidalgo County Commissioner's Court on July 01, 2008. The Subdivider is requesting Final Approval with Financial Guarantee. A Cash Deposit in the amount of $6,600.00 was submitted to the Planning Department and deposited into Escrow Account No. 09-1100-211-00-000-018-0-000. The Cash Deposit will be used to secure the funds for the installation of six (6) septic tank systems.

The Hidalgo County Advisory Board convened and recommended **Final Approval with Financial Guarantee** on **February 17, 2009.**

SUBDIVISION PLAT OF:

WINSTON COMMERCIAL PLAZA SUBDIVISION

A 6.74 ACRE TRACT OF LAND BEING THE WEST 6.74 ACRES OF LOT 9, THE HIGHLANDS SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 5, PAGE 25, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1780781, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

NOTES AND BOUNDS

A 6.74 ACRE TRACT OF LAND BEING THE WEST 6.74 ACRES OF LOT 9, THE HIGHLANDS SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 5, PAGE 25, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1780781, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS; REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A CHISELED MONUMENT AT THE INTERSECTION OF THE CENTERLINE OF MILE 12 NORTH ROAD AND MILE 4 WEST ROAD FOR THE SOUTHWEST CORNER OF LOT 9 AND THE SOUTHWEST CORNER OF THIS TRACT;

THENCE, N 01°13'09" W (MAP RECORD: NORTH), ALONG THE WEST LINE OF LOT 9 AND THE CENTERLINE OF MILE 4 WEST ROAD, A DISTANCE OF 750.07 FEET (DEED RECORD: 750.00 FEET) TO A CUTTON PIONEER SPINDLE FOUND FOR THE NORTHWEST CORNER OF LOT 9 AND THE NORTHWEST CORNER OF THIS TRACT;

THENCE, N 88°49'22" E (DEED RECORD: N 89°46'51"E) (MAP RECORD: EAST), ALONG THE NORTH LINE OF LOT 9, PASSING A ½" IRON ROD 34' N LENGTH WITH PLASTIC CAP STAMPED RPLS 4850 SET AT 20.00 FEET FOR THE EAST RIGHT OF WAY LINE OF MILE 4 WEST ROAD, A TOTAL DISTANCE OF 391.54 FEET (DEED RECORD: 391.46 FEET) TO A ½" IRON ROD FOUND FOR THE NORTHWEST CORNER OF HOT SUBDIVISION RECORDED IN VOLUME 27, PAGE 65-A, MAP RECORDS, HIDALGO COUNTY, TEXAS) AND THE NORTHEAST CORNER OF THIS TRACT;

THENCE, S 01°13'09" E (MAP RECORD: SOUTH), ALONG THE WEST LINE OF HOT SUBDIVISION, PASSING A ½" IRON ROD FOUND AT 719.78 FEET FOR THE SOUTH RIGHT OF WAY LINE OF MILE 12 NORTH ROAD, A TOTAL DISTANCE OF 749.79 FEET (DEED RECORD: 750.00 FEET) TO A CHISELED X MADE ON THE SOUTH LINE OF LOT 9 AND IN THE CENTERLINE OF MILE 12 NORTH ROAD FOR THE SOUTHWEST CORNER OF HOT SUBDIVISION AND THE SOUTHEAST CORNER OF THIS TRACT;

THENCE, S 88°46'51" W (MAP RECORD: WEST), ALONG THE SOUTH LINE OF LOT 9 AND THE CENTERLINE OF MILE 12 NORTH ROAD, A DISTANCE OF 391.54 FEET (DEED RECORD: 391.46 FEET) TO THE POINT OF BEGINNING AND CONTAINING 6.74 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH WARRANTY DEED WITH VENDOR'S LIEN, RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1780781, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT OF SUBDIVISION IS TRUE AND CORRECT, AND WAS MADE AND PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE ON THE GROUND UNDER MY SUPERVISION.

ALFONSO QUINTANILLA
R.P.L.S. NO. 4850

12-6-07
DATE

NOTE:

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE NO. 16.3711(c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE PLANS ARE ADEQUATE FOR THE PURPOSES OF THE DEVELOPER OF THIS SUBDIVISION, AND IS CERTIFYING ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MEET THESE REQUIREMENTS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
BY: _____
4/2/08

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF WINSTON COMMERCIAL PLAZA SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON _____

HIDALGO COUNTY RIGHT OF WAY DIRECTOR — DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF WINSTON COMMERCIAL PLAZA SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____

HIDALGO COUNTY ASSISTANT CHIEF INSPECTOR — DATE

STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, JANE PORTON, AS OWNER OF THE 6.74 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED WINSTON COMMERCIAL PLAZA SUBDIVISION, HEREBY SUBDIVIDE THE LAND AS DEPICTED ON THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREETS, PARK, AND EASEMENTS SHOWN HEREIN.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE §232.032 AND THAT:

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

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

12-5-08
DATE

JANE PORTON
720 N. HUISACHE NO. 9
MCALLEN, TEXAS 78503

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared JANE PORTON, proved to me through his Texas Department of Public Safety Driver License to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, declared that the statements therein are true and correct, and acknowledged that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 5TH day of DECEMBER, 2008

CYNTHIA A. SMITH
NOTARY PUBLIC, State of Texas
My Commission Expires
JANUARY 15, 2011

CYNTHIA A. SMITH - NOTARY PUBLIC

CITY OF WESLACO
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE §212.009(a) AND §212.0115(b)

WE THE UNDERSIGNED CERTIFY that this plat of the WINSTON COMMERCIAL PLAZA SUBDIVISION, was reviewed and approved by the City Council of the City of Weslaco on _____

Mayor of the City of Weslaco — 2-6-09 Date

Attest: City Secretary of the City of Weslaco — 2-5-09 Date

CITY OF WESLACO
CERTIFICATE OF PLANNING AND ZONING APPROVAL

I, THE UNDERSIGNED CERTIFY that this plat of the WINSTON COMMERCIAL PLAZA SUBDIVISION, was reviewed and approved by the Planning and Zoning of the City of Weslaco on _____

Chairperson of the City of Weslaco — 2-22-08 Date

Attest: Planning Secretary of the City of Weslaco — 12-30-08 Date

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(a)

WE THE UNDERSIGNED CERTIFY that this plat of the WINSTON COMMERCIAL PLAZA SUBDIVISION, was reviewed and approved by the Hidalgo County Commissioners Court on _____

Hidalgo County Judge — Date

Attest: Hidalgo County Clerk — Date

THIS PLAT APPROVED BY THE HIDALGO AND CAMERON COUNTY IRRIGATION DISTRICT # 9, DATED THIS _____ DAY OF _____, 2008.

THE ALTERATIONS OF ANY KIND SHALL BE PLACED UPON HOOD IN RIGHTS-OF-WAY OR EASEMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF H.C.C.I.D. #9. BE IT NOTED IT IS UNDERSTOOD THAT THE RATE OF FLOW OF DRAIN WATER WILL BE NO GREATER THAN THE RATE OF FLOW OF DRAIN WATER WHEN THE LAND WAS IN AGRICULTURAL USE.

GENERAL MANAGER

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

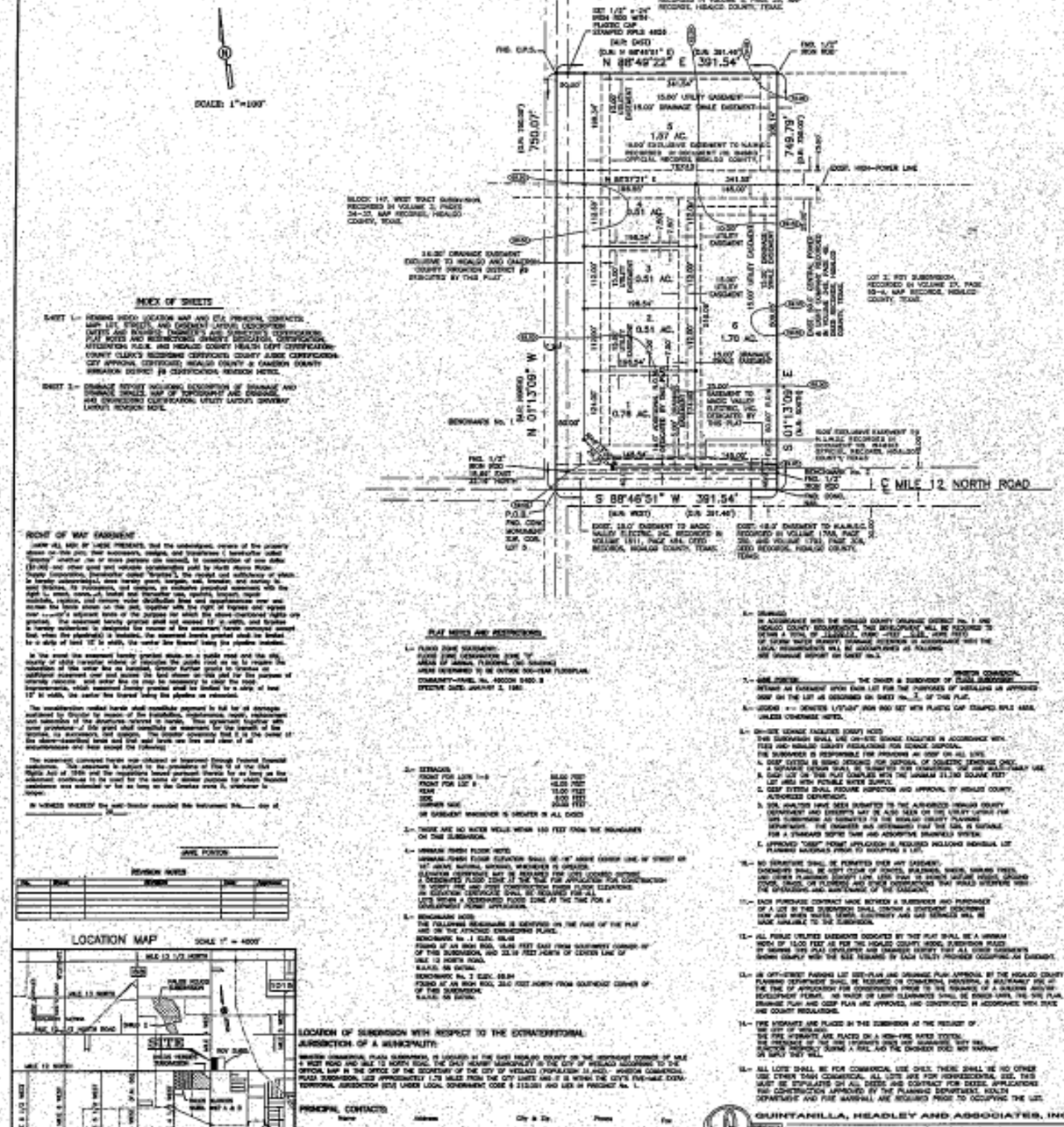
ALFONSO QUINTANILLA
P.E. No. 93824

12-6-07
DATE

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
RECORDED IN VOLUME _____ PAGE _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY



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: February 18, 2009

RE: **Los Compadres Subdivision – Pct. 1**
Final Approval with Financial Guarantee

Los Compadres Subdivision is a two (2) lot subdivision located on the East side of FM 88, approximately 300 feet South from Mile 19 North 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 March 31, 2008. The proposed subdivision lies within a Zone "X" as per FEMA's FIRM.

The proposed subdivision plat will dedicate ten (10) feet on FM 88 of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

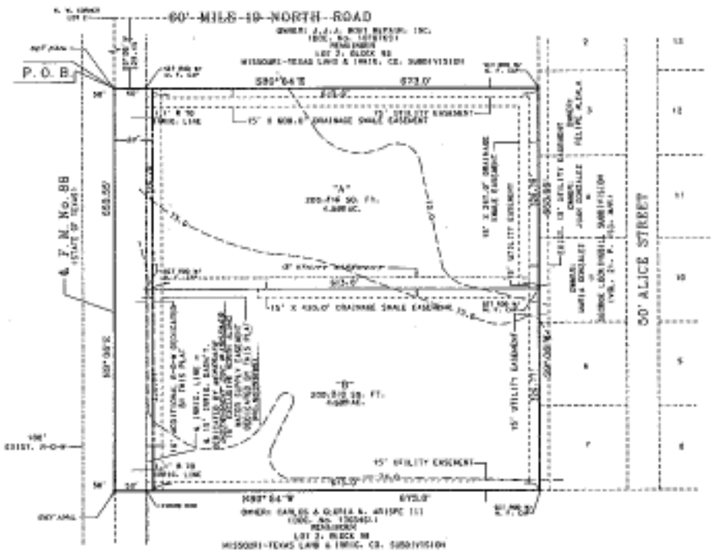
Sanitary Sewer Services will be provided by OSSF. Soil Analysis Test were conducted by Ricardo Caballero and approved by the Hidalgo County Environmental Health Department. There is one (1) existing septic tank system.

Water Services will be provided by North Alamo Water Supply Corporation. There is an existing four (4) inch waterline on FM 88 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 Subdivision Plat received Preliminary Approval from the Hidalgo County Commissioner's Court on October 28, 2008. The Subdivider is requesting Final Approval with Financial Guarantee. A Cash Deposit in the amount of $1,500.00 was submitted to the Planning Department and deposited into Escrow Account No. 09-1100-211-00-000-018-0-000. The Cash Deposit will be used to secure the funds for the installation of one (1) septic tank system.

The Hidalgo County Advisory Board convened and recommended **Final Approval with Financial Guarantee** on **February 17, 2009.**



SUBDIVISION PLAT OF LOS COMPADRES SUBDIVISION

HIDALGO COUNTY, TEXAS

BEING A SUBDIVISION OF
A 10.097 ACRE TRACT OF LAND
OUT OF THE WEST 673.0 FT. OF THE
NORTH 983.0 FT. OF LOT 2, BLOCK 98,
MISSOURI-TEXAS LAND AND IRRIGATION
COMPANY'S SUBDIVISION,
HIDALGO COUNTY, TEXAS
RECORDED IN VOL. I, P. 29, M/R

METES AND BOUNDS



STATE OF TEXAS:
COUNTY OF HIDALGO:
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

STATE OF TEXAS:
COUNTY OF HIDALGO:

STATE OF TEXAS:
COUNTY OF HIDALGO:

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

HIDALGO COUNTY:
CERTIFICATE OF PLAT APPROVAL

HIDALGO COUNTY:
CERTIFICATE OF PLAT APPROVAL

HIDALGO COUNTY:
CERTIFICATE OF PLAT APPROVAL

COUNTY CLERK'S RECORDING CERTIFICATE

HIDALGO COUNTY:
CERTIFICATE OF PLAT APPROVAL

HIDALGO COUNTY:
CERTIFICATE OF PLAT APPROVAL

1. FLOOD ZONE STATEMENT:

SUBDIVISION CONSTRUCTION AGREEMENT:

3. WATER SERVICE FACILITIES AGREEMENT:

4. WASTEWATER FACILITIES AGREEMENT:

5. DRAINAGE:

6. STREETS:

7. SIDEWALKS:

8. LOT GRADING:

9. LOT ACCESS:

10. SOLID WASTE DISPOSAL:

11. WATER AND SEWER SERVICE:

12. ELEVATION CERTIFICATE:

13. PUBLIC UTILITIES EASEMENTS:

14. BUILDING SETBACK LINES:

15. TYPE OF RESIDENTIAL DEVELOPMENT:

16. COMMON AREAS:

17. SIDEWALKS:

18. SOLID WASTE DISPOSAL:

19. WATER AND SEWER SERVICE:

20. ELEVATION CERTIFICATE:

21. PUBLIC UTILITIES EASEMENTS:

22. BUILDING SETBACK LINES:

23. TYPE OF RESIDENTIAL DEVELOPMENT:

24. COMMON AREAS:

25. STATE PERFORMANCE CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER:

26. ON-SITE SEWAGE FACILITIES (OSSF'S REMOVED):

27. SUBDIVISION SHALL ONLY BE DEVELOPED AND MAINTAINED:

28. LOT GRADING PLAN:

29. WATER AND SEWER SERVICE:

30. ELEVATION CERTIFICATE:

31. PUBLIC UTILITIES EASEMENTS:

32. BUILDING SETBACK LINES:

33. TYPE OF RESIDENTIAL DEVELOPMENT:

34. COMMON AREAS:

35. SIDEWALKS:

36. SOLID WASTE DISPOSAL:

37. WATER AND SEWER SERVICE:

38. ELEVATION CERTIFICATE:

39. PUBLIC UTILITIES EASEMENTS:

40. BUILDING SETBACK LINES:

41. TYPE OF RESIDENTIAL DEVELOPMENT:

42. COMMON AREAS:

43. SIDEWALKS:

44. SOLID WASTE DISPOSAL:

45. WATER AND SEWER SERVICE:

46. ELEVATION CERTIFICATE:

47. PUBLIC UTILITIES EASEMENTS:

48. BUILDING SETBACK LINES:

49. TYPE OF RESIDENTIAL DEVELOPMENT:

50. COMMON AREAS:

51. SIDEWALKS:

52. SOLID WASTE DISPOSAL:

AI-14057 **16.A.**

Income Guidelines for PY2009-2010

CC REGULAR

Date: 02/24/2009
Submitted By: Linda Galaviz, HEAD START
Submitted For: Edmundo Garcia
Department: HEAD START

Information

CAPTION

Discussion/Approval of Family Income Guidelines and Priority Guidelines for Selection and Enrollment for Program Year 2009-2010

BACKGROUND

Policy Council Approval: 02.19.09

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:
No Budgetary Impact

Attachments

Link: Income Guidelines

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/18/2009 11:50 AM	APRV
2	Roland Garcia	Rolando Garcia	02/19/2009 08:50 AM	APRV
3	Auditor's Office		02/20/2009 05:33 PM	NEW

Form Started By: Linda Galaviz — Started On: 02/17/2009 08:26 AM

Final Approval Date: 02/20/2009

Hidalgo County Head Start Program

Policy Council Agenda

DATE: February 19, 2009

SUBJECT: Discussion/Approval of Family Income Guidelines and Priority Guidelines for Selection and Enrollment for Program Year 2009-2010

RATIONALE/NEED: The Hidalgo County Head Start Program must comply with Federal Regulations regarding eligibility, recruitment, selection and enrollment. The poverty income guidelines are updated yearly and must be incorporated into our selection process. (Ref CFR-45, 1305.6(a)).

RECOMMENDATION: Administration recommends approval.

COST: None

RELATED INFORMATION INCLUDES: Income and Priority Guidelines for Program Year 2009-2010

****

INITIATED BY: Irma E. Pena, Family Services Director

REVIEWED BY: Edmundo Garcia, Assistant Program Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

Hidalgo County Head Start Program
Priority Rankings for Selection for Head Start Services
Program Year 2009 – 2010

Priority Ranking	*Criteria*
1	Children who are 3 or 4 years of age of families who are **HOMELESS**. ***Must be income eligible within 100% poverty guidelines.***
2	**FOSTER** children who are 3 or 4 years of age who are under the guardianship of Child Protective Services (Child's income only) ***Must be income eligible within the 100% poverty guidelines.***
3	Children who are 3 or 4 years old of age who are **DISABLED**. ***Must be income eligible within the 100% poverty guidelines.*** 10% of enrollment opportunities are available to children with disabilities. Once the program has met the 10% enrollment quota, children with disabilities and non-disabled children will compete equally based on need as described in Priority Rankings **Ref: 1308.5(c)(4)**
4	Children who are 3 and 4 years of age, whose **parent(s) are disabled or elderly (60+ yrs.)** ***Must be income eligible within the 100% poverty guidelines***.
5	Children who are 3 or 4 years of age of **single parents** who work full time, or are full time students or are in training for 30+ hours. ***Must be income eligible within the 100% poverty guidelines.***
6	Children who are 3 or 4 years of age of a **two parents household**, who both work full time, or full time students or are in training for 30+ hours. ***Must be income eligible within the 100% poverty guidelines***.
7	Children who are 3 or 4 years of age of **single parents** who are unemployed. ***Must be income eligible within the 100% poverty guidelines.***
8	Children who are 3 or 4 years of age of **two parents household** where one parent is employed, in school, or in training and the other is unemployed. ***Must be income eligible within the 100% poverty guidelines***.
9	Children who are 3 or 4 years of age to **two parent household**, where both parents are unemployed. ***Must be income eligible within the 100% poverty guidelines.***
10	Children who are 3 or 4 years of age whose ***families' income is between 100% thru 130% of the poverty guidelines.***

2009-2010 FAMILY INCOME GUIDELINES FOR HEAD START PROGRAMS

Size of Family Unit	100% Poverty Income Guidelines	130% Poverty Income Guidelines
1	$10,830	$14,079
2	$14,570	$18,941
3	$18,310	$23,803
4	$22,050	$28,665
5	$25,790	$33,527
6	$29,530	$38,389
7	$33,270	$43,251
8	$37,010	$48,113
Add $3,740 for each additional family member		

Source: Federal Register / Vol. 74, No. 14 / Friday, January 23, 2009.
Head Start Reauthorization; P.L. 110-134, ACF-IM-HS-08-01.

Hidalgo County Head Start Program
Priority Guidelines for Selection and Enrollment
Program Year 2009-2010

The Hidalgo County Head Start Program does NOT deny anyone the right from applying regardless of race, sex, creed, color, national origin or disabling condition. The families of children applying for admittance to the Hidalgo County Head Start Program MUST meet income, age and other pertinent criteria. Final approval will be granted by the Hidalgo County Head Start Policy Council. Persons wishing to contest a denial for enrollment may do so by submitting their grievances or concerns in writing to the Hidalgo County Head Start Policy Council, at P.O. Box 0117, Edinburg, Texas 78540.

DEFINITIONS

Parent:	The term "parent" used in this document is defined as the biological parent or legal guardian.
Legal Guardian:	The term "legal guardian" means a person who is appointed guardian or a temporary guardian by the court, and has been awarded legal custody of a minor child/ren in accordance to **Texas Civil Statute, Chapter XIII, Sec. 6.01, 6.81, 6.82, and 6.84**.
Family:	The term "family" is defined as all persons living in the same household who are supported by the income of the parent(s) or guardian(s) of the child enrolling in the program and/or related to the parent(s) or guardian(s) by blood, marriage or adoption. **Ref 1305.2(e).** Note; Single, divorced, separated, and widowed parents must provide proof of marital status.
Age:	A child must be at least (3) years old by **September 1, 2009** and is eligible **UNTIL** the child enters kindergarten to be eligible for services. **Ref: 1305.4(a) and 1305.6(b).**
Income:	To be eligible for Head Start services, a family must be income eligible within 100% of the poverty guidelines. **Ref: Federal Register / Vol. 74, No. 14 / Friday, January 23, 2009.** Families may be eligible if their income is between 100% thru 130% of the poverty guidelines. **Ref: P.L. 110-134, ACF-IM-HS-08-01.**
Military Personnel	Only the base pay of active military personnel will be allocated to calculate the individual's income. **Head Start Reauthorization; P.L. 110-134, ACF-IM-HS-08-01.**
Full Day	Children that meet the applicable criteria and qualify for services will be provided with FREE services from 7:30 AM till 3:30 PM; Extended service hours up to 5:30 PM will be provided for those parents who work or attend school full time, and on the days their work/school schedule goes beyond 3:30 PM **Ref: 1306.3 (e).**
Selection:	The systematic process used to review all applications for Head Start services. The Priority Guidelines will identify those children in most need. **Ref: 1305.6 (a)**
Enrollment:	Children remain eligible the succeeding enrollment year, regardless of income, provided that they did not drop prior to the last day of school. **Ref: 1305.7 (c).** The Program may choose not to enroll a child when there is a change in the child's family income and there is a child with a greater need for Head Start Services. **Ref: 1305.7 (a).**

Information required to apply and qualify for the Hidalgo County Head Start Program are:

- Child's Birth Certificate or Baptismal Certificate, and Social Security Number
- 2008 Income Tax Return & Appropriate W-2 Forms, Schedule C's, Schedule K's, etc.
- All Appropriate Child Support Information (Divorce Decree or State Attorney General's Office – Child Support Award Letter) for Parents Who are Single, Separated, or Divorced
- Medical Insurance Information, such as Medicaid, CHIPS, or Private Insurance
- All Appropriate Medical Information Regarding Children with Special Needs

AI-14094 **16.B.**

Fatherhood Conference

CC REGULAR

Date:	02/24/2009
Submitted By:	Linda Galaviz, HEAD START
Submitted For:	Edmundo Garcia
Department:	HEAD START
Agenda Category:	Head Start

Information

CAPTION

Presentation of the 9th Annual Fatherhood & Healthy Marriages Conference on February 27, 2009.

BACKGROUND

Fiscal Impact

Attachments

Link: Fatherhood Conference

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/18/2009 11:51 AM	APRV
2	Roland Garcia	Rolando Garcia	02/19/2009 09:07 AM	APRV
3	Auditor's Office		02/20/2009 05:33 PM	NEW
Form Started By: Linda Galaviz			Started On: 02/18/2009 11:46 AM	
Final Approval Date: 02/20/2009				

COME JOIN US FOR OUR



"El Desafío del Padre Latino"

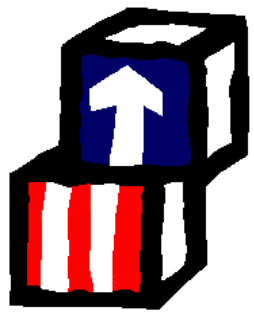
9th Annual Fatherhood & Healthy Marriages Conference

Embassy Suites Hotel

February 27th, 2009

Registration/Coffee begins at 7:30a.m.

Dynamic Sessions
Father of the Year Award
Door Prizes



HIDALGO COUNTY HEAD START PROGRAM

AI-14058 **16.C.**

Amend Policy and Procedure for Personal Leave Before/After a Holiday

CC REGULAR

Date: 02/24/2009
Submitted By: Linda Galaviz, HEAD START
Submitted For: Edmundo Garcia
Department: HEAD START

Information

CAPTION

Discussion/Approval to Amend the Policy and Procedure for Personal Leave Before/After a Holiday

BACKGROUND

Policy Council Approval: 02.19.09

Fiscal Impact

Attachments

Link: Amend Policy

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/18/2009 11:51 AM	APRV
2	Roland Garcia	Rolando Garcia	02/19/2009 08:51 AM	APRV
3	Auditor's Office		02/20/2009 05:33 PM	NEW

Form Started By: Linda Galaviz — Started On: 02/17/2009 08:29 AM

Final Approval Date: 02/20/2009

Hidalgo County Head Start Program

Policy Council Agenda

DATE: January 21, 2009

SUBJECT: Discussion/Approval to Amend the Policy and Procedure for Personal Leave Before/After a Holiday

RATIONALE/NEED: Administration recommends that Section 7.186 of the Policy be amended to read as follows: "The Executive Director or designee may approve personal leave under extenuating circumstances. This leave will be leave without pay unless it is determined by the Executive Director that the employee has no control over the circumstances requiring the leave. The leave must be requested in writing with a detailed explanation three (3) days in advance or as soon as possible if the circumstances for the leave are an emergency."

RECOMMENDATION: Administration recommends approval.

COST:

RELATED INFORMATION INCLUDES: Current Policy and Procedure for Personal Leave Before/After a Holiday and Proposed New Policy and Procedure for Personal Leave Before/After a Holiday

****

INITIATED BY: Teresa Flores, Executive Director

REVIEWED BY: Teresa Flores, Executive Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

Hidalgo County Head Start Program

P.O. Box 0117 Edinburg, Texas 78540-0117 (956) 383-0706

Policy and Procedure
Personal Leave Before/After a Holiday

7.178 Same

7.179 Regular, Full-time Employees may earn four (4) hours of Personal Leave each month up to a maximum of six (6) days per year. (Amended January 12, 2006)

7.180 No more than sixteen (16) hours of Personal Leave may be taken at the same time, unless approved by the Head Start Executive Director or designee. (Amended January 12, 2006)

7.181 Personal Leave not used during a calendar year is allowed to be rolled over to the next year. A Regular, Full-time Employee may maintain an accrued Personal Leave reserve not to exceed two hundred and forty (240) hours. (Amended January 12, 2006)

7.182 Same

7.183 Deleted (Amended January 12, 2006)

7.184 Same

7.185 **Personal leave before/after a holiday or during staff development or in-service/training days are not approved.**

7.186 **The Executive Director or designee may approve personal leave under extenuating circumstances. This leave will be leave without pay and must be requested in writing with a detailed explanation three (3) days in advance.**

Policy Council Approval 01/17/07
Civil Service Commission Approval 03/08/07
Commissioners Court Approval 04/03/07

Hidalgo County Head Start Program

P.O. Box 0117 Edinburg, Texas 78540-0117 (956) 383-0706

Policy and Procedure
Personal Leave Before/After a Holiday

7.178 Same

7.179 Regular, Full-time Employees may earn four (4) hours of Personal Leave each month up to a maximum of six (6) days per year. (Amended January 12, 2006)

7.180 No more than sixteen (16) hours of Personal Leave may be taken at the same time, unless approved by the Head Start Executive Director or designee. (Amended January 12, 2006)

7.181 Personal Leave not used during a calendar year is allowed to be rolled over to the next year. A Regular, Full-time Employee may maintain an accrued Personal Leave reserve not to exceed two-hundred and forty (240) hours. (Amended January 12, 2006)

7.182 Same

7.183 Deleted (Amended January 12, 2006)

7.184 Same

7.185 Personal leave before/after a holiday or during staff development or in-service/training days are not approved.

7.186 ***The Executive Director or designee may approve personal leave under extenuating circumstances. This leave will be leave without pay unless it is determined by the Executive Director that the employee has no control over the circumstances requiring the leave. The leave must be requested in writing with a detailed explanation three (3) days in advance or as soon as possible if the circumstances for the leave are an emergency.***

AMENDED

Policy Council Approval: 01.21.09
Civil Service Approval: 02.12.09
Commissioners' Court Approval:

AI-14062 **17.A.**

FBI Overtime Hours Agreement

CC REGULAR

Date:	02/24/2009
Submitted By:	Emilia Uriegas, SHERIFF DEPT.
Submitted For:	Anacleto Martinez
Department:	SHERIFF DEPT.
Agenda Category:	Sheriff's Office

Information

CAPTION

1. Presentation for discussion, consideration, and approval of a Memorandum of Understanding (MOU) between the Federal Bureau of Investigation (FBI)--Safe Streets Task Force/Violent Crime Unit and the Hidalgo County Sheriff's Office.
2. Approval of Cost Reimbursement Agreement between the FBI and the Hidalgo County Sheriff's Office for payment of overtime hours to officer assigned to the Safe Streets Task Force/Violent Crime Unit.
3. Approval of budget amendment of $16,328.75 for the overtime agreement with the FBI.

BACKGROUND

The grant is for the period of October 01, 2008 to September 30, 2009.

The grant does not allow for benefits attributed to the overtime hours. These are to be charged to the Sheriff's Office Budget (Account No. 9-1100-421-00-280-001-0).

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Benefits expenses relating to the overtime hours are to be charged to the Sheriff's Office budget (Account Number: 9-1100-421-00-280-001-0).

Attachments

Link: fbi.overtime

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	02/18/2009 12:15 PM	APRV
2	Budget & Management	Veronica Lopez	02/18/2009 01:02 PM	APRV
3	Rey Salazar	Rey Salazar	02/20/2009 09:47 AM	APRV
4	Auditor's Office		02/20/2009 05:33 PM	NEW

Form Started By: Emilia Uriegas — Started On: 02/17/2009 10:36 AM

SAFE STREETS TASK FORCE (SSTF) MEMORANDUM OF UNDERSTANDING (MOU)

1) PARTIES

This Memorandum of Understanding (MOU) is entered into by and between the Federal Bureau of Investigation (FBI); and the Hidalgo County Sheriff's Office.

2) AUTHORITIES

Authority for the FBI to enter into this agreement can be found at 28 U.S.C. § 533; 42 U.S.C. § 3771; and 28 C.F.R. § 0.85 and applicable United States Attorney General Guidelines.

3) PURPOSE

The purpose of this MOU is to delineate the responsibilities of SSTF participants, maximize inter-agency cooperation, and formalize relationships between the participating agencies for policy guidance, planning, training, public and media relations. This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties, the United States, or the officers, employees, agents, or other associated personnel thereof.

4) MISSION

The mission of the SSTF is to identify and target for prosecution organized crime groups responsible for drug trafficking, money laundering, alien smuggling, crimes of violence (murder), robbery (aggravated assault), violent street gangs, as well as an intensified focus on the apprehension of dangerous fugitives. The SSTF will enhance the effectiveness of Federal/State/Local law enforcement resources through a well coordinated initiative seeking the most effective investigative/prosecutive avenues by which to convict and incarcerate dangerous offenders.

5) SUPERVISION AND CONTROL

A. Supervision

Overall supervision of the personnel on the SSTF shall be the shared responsibility of the participants.

FOR OFFICIAL USE ONLY

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The Special Agent in Charge (SAC) of the SAN ANTONIO DIVISION shall designate one Supervisory Special Agent (SSA) to have direct and daily responsibility for all personnel and investigative matters pertaining to the SSTF.

Responsibility for conduct, not under the direction of the SAC or SSA, of each SSTF member, both personally and professionally, shall remain with the respective agency head and each agency shall be responsible for the actions of their respective employees.

Each agency member who is a SSTF member will be subject to the personnel rules, regulations, laws, and policies applicable to those of their respective agencies. FBI participants will continue to adhere to the Bureau's ethical standards and will remain subject to the Supplemental Standards of Ethical Conduct for employees of the Department of Justice.

Each SSTF member will continue to report to his or her respective agency head for non-investigative administrative matters not detailed in this MOU.

Subject to other provisions in this document, continued membership on the SSTF will be based on performance and will be at the discretion of each member's respective supervisor.

B. Case Assignments

The FBI SSA with designated oversight for investigative and personnel matters will be responsible for opening, monitoring, directing, and closing SSTF investigations in accordance with existing FBI policy and the applicable United States Attorney General's Guidelines.

Assignments of cases to personnel will be based on, but not limited to, experience, training and performance, in addition to the discretion of the SSA with designated oversight for investigative and personnel matters.

For FBI administrative purposes, SSTF cases will be entered into the relevant FBI computer system.

SSTF members will have equal responsibility for each case assigned. SSTF personnel will be totally responsible for the complete investigation from predication to resolution.

C. Resource Control

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Specific control of SSTF resources, including personnel, and the continual dedication of SSTF resources shall be retained by the participating agency heads, who will be kept fully apprised of all investigative developments by their respective subordinates.

6) OPERATIONS

A. Investigative Exclusivity

It is agreed that matters designated to be handled by the SSTF will not knowingly be subject to non-SSTF law enforcement efforts by any of the participating agencies. It is incumbent on each agency to make proper internal notification regarding the SSTF'S existence and areas of concern.

It is agreed that there is to be no unilateral action taken on the part of the FBI or participating agencies relating to SSTF investigations or areas of concern. All law enforcement actions will be coordinated and cooperatively carried out.

B. Informants

The disclosure of FBI informants to non-SSTF members will be limited to those situations where it is essential to the effective performance of the SSTF. These disclosures will be consistent with applicable FBI guidelines.

Non-FBI SSTF members may not make any further disclosure of the identity of an FBI informant, including to other members of the SSTF. No documents which identify, tend to identify, or may indirectly identify an FBI informant may be released without prior FBI approval.

In those instances where a participating agency provides an informant, the FBI may, at the discretion of the SAC, become solely responsible for the informant's continued development, operation, and for compliance with necessary administrative procedures regarding operation and payment as set forth by the FBI.

The United States Attorney General's guidelines and FBI policy and procedure for operating FBI informants and cooperating witnesses (CWs) shall apply to all FBI informants and CWs opened and operated in furtherance of SSTF investigations. Documentation of, and any payments made to, FBI informants and CWs shall be in accordance with FBI policy and procedure.

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Operation, documentation, and payment of solely state, county, or local informants and CWs opened and operated by Non-FBI SSTF members in furtherance of SSTF investigations must be in accordance with the United States Attorney General's guidelines. Documentation of state, county, or local informants and CWs opened and operated in furtherance of SSTF investigations shall be maintained at an agreed to location.

C. Reports and Records

All investigative reporting will be prepared in compliance with existing FBI policy. Subject to pertinent legal and/or policy restrictions, copies of pertinent documents created by each member of the SSTF will be made available for inclusion in the respective investigative agencies' files as appropriate.

SSTF reports prepared in cases assigned to state, county and local participants will be maintained at a FBI approved location; original documents will be maintained by the FBI.

Records and reports generated in SSTF cases which are opened and assigned by the FBI SSA with designated oversight for investigative and personnel matters will be maintained in the FBI investigative file for SSTF

SSTF investigative records maintained at the McAllen office of the FBI will be available to all SSTF members, as well as their supervisory and command staff subject to pertinent legal, administrative and /or policy restrictions.

All evidence and original tape recordings (audio and video) acquired during the course of the SSTF investigations will be maintained by the FBI. The FBI 's rules and policies governing the submission, retrieval and chain of custody will be adhered to by SSTF personnel.

ALL SSTF investigative records will be maintained at an approved FBI location.

Placement of all or part of said information into participating agency files rests with the discretion of supervisory personnel of the concerned agencies.

Classified information and/or documents containing information that identifies or tends to identify an FBI informant shall not be placed in the files of participating agencies unless appropriate FBI policy has been satisfied.

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7) INFORMATION SHARING

No information possessed by the FBI, to include information derived from informal communications by the Assignee with personnel of the FBI, may be disseminated by the Assignee to non SSTF personnel without the permission of the Assignee's designated FBI SSTF Supervisor and in accordance with the applicable laws and internal regulations, procedures or agreements between the FBI and the Participating Agencies that would permit the Participating Agencies to receive that information directly. Likewise, the Assignee will not provide any Participating Agency information to the FBI that is not otherwise available to it unless authorized by appropriate Participating Agency officials.

8) PROSECUTIONS

SSTF investigative procedure is to conform to the requirements for Federal Prosecution.

A determination will be made on a case-by-case basis whether the prosecution of SSTF cases will be at the State or Federal level. This determination will be based on the evidence obtained and a consideration of which level of prosecution would be of the greatest benefit to the overall objectives of the SSTF.

In the event that a state or local matter is developed that is outside the jurisdiction of the FBI or it is decided to prosecute a SSTF case at the state or local level, the FBI agrees to provide all relevant information to state and local authorities.

Whether to continue and/or conduct additional investigation of the state or local crimes involved will be at the sole discretion of the respective state and local authorities.

A. Investigative Methods/Evidence

For cases assigned to an FBI Special Agent or in which FBI informants or cooperating witnesses are utilized, the parties agree to conform to federal standards concerning evidence collection, processing, storage, and electronic surveillance.

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In all cases assigned to state, county, or local law enforcement participants, the parties agree to utilize federal standards pertaining to evidence handling and electronic surveillance activities to the greatest extent possible. However, in situations where the statutory or common law of the state is more restrictive than the comparable federal law, the investigative methods employed by state and local law enforcement agencies shall conform to the requirements of such statutory or common law pending a decision as to venue for prosecution.

The use of other investigative methods (search warrants, interceptions of oral communications, etc.) and reporting procedures in connection therewith will be consistent with the policy and procedures of the FBI.

B. Undercover Operations

All SSTF undercover operations will be conducted and reviewed in accordance with FBI guidelines and the Attorney General's Guidelines on Federal Bureau of Investigation Undercover Operations. All participating agencies may be requested to enter into an additional Memorandum of Understanding (MOU) if a member of the participating agency is assigned duties which require the officer to act in an undercover capacity.

9) DEADLY FORCE AND SHOOTING INCIDENT POLICIES

Members of the SSTF will follow their own agency's policy concerning firearms discharge and use of deadly force.

10) DEPUTATIONS

Local and state law enforcement personnel designated to the SSTF, subject to a limited background inquiry, may be sworn as federally deputized Special Deputy United States Marshals, with the FBI securing the required deputation authorization. These deputations should remain in effect throughout the tenure of each investigator's assignment to the SSTF or until the termination of the SSTF, whichever comes first.

Administrative and personnel policies imposed by the participating agencies will not be voided by deputation of their respective personnel.

11) VEHICLES

The FBI may authorize members of the SSTF to use vehicles owned or leased by the FBI when necessary in connection with SSTF surveillance, case management and investigations, and if available.

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When authorized, participating agency personnel using FBI vehicles agree to operate the vehicles in accordance with all applicable FBI rules and regulations as outlined in the FBI Manual of Administrative Operations and Procedures (MAOP), Part I Section 3.1.

FBI vehicles, including Government-owned, rented, and leased vehicles, are to be used for official business only.

The participating agencies agree that FBI vehicles will not be used to transport passengers unrelated to SSTF business.

The responsibility for all other liability attributed to the participating agencies resulting from the use of SSTF vehicles by their employees, confidential informants, or by cooperating witnesses rests with the individual participating agency.

The participating agencies agree to be responsible for any damage incurred to SSTF vehicles caused by any act or omission on the part of their respective employees and participating agencies agree to assume financial responsibility for property damage to said vehicles.

A separate vehicle use agreement will be executed by the SSTF member.

12) SALARY/OVERTIME COMPENSATION

The overtime salaries of SSTF members may be reimbursed by the FBI in accordance with a separate Cost Reimbursement Agreement.

13) PROPERTY AND EQUIPMENT

Property utilized by the SSTF in connection with authorized investigations and/or operations and is the custody and control and used at the direction of the SSTF, will be maintained in accordance with the policies and procedures of the agency supplying the equipment.

14) FUNDING

This MOU is not an obligation or commitment of funds, nor a basis for transfer of funds, but rather is a basic statement of the understanding between the parties hereto of the tasks and methods for performing the tasks described herein. Unless otherwise agreed in writing, each party shall bear its own costs in relation to this MOU. Expenditures by each party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies. The parties expressly acknowledge that the above language in no way implies that Congress will appropriate funds for such expenditures.

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15) FORFEITURES

The FBI shall be responsible for the processing of assets seized for federal forfeiture in conjunctions with SSTF operations.

Asset forfeitures will be conducted in accordance with Federal law, and the rules and regulations set for forth by the FBI and Department of Justice (DOJ). Forfeitures attributable to SSTF investigations may be distributed among the agencies participating in the SSTF.

16) DISPUTE RESOLUTION

In cases of overlapping jurisdiction, the participating agencies agree to work in concert to achieve the SSTF's objectives.

The parties agree to attempt to resolve any disputes regarding jurisdiction, case assignments, workload, etc., at the field level first before referring the matter to supervisory personnel for resolution.

17) MEDIA RELEASES

All media releases and statements will be mutually agreed upon and jointly handled according to FBI and participating agency guidelines.

Press releases will conform to DOJ Guidelines regarding press releases. No release will be issued without FBI final approval.

18) SECURITY CLEARANCES

Thirty days prior to being assigned to the SSTF, each candidate will be required to furnish pages 1, 2, 3, 9 (certification only), and 10 of the "Questionnaire for Sensitive Positions" (SF-86). Sometime thereafter, a representative from the FBI will conduct an interview of each candidate.

If, for any reason, a candidate is not selected, the participating agency will be so advised and a request will be made for another candidate.

Upon being selected, each candidate will receive a comprehensive briefing on FBI field office security policy and procedures.

During the briefing, each candidate will execute a non-disclosure agreement (SF-312) and FD-868, as may be necessary or required by the FBI.

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When FBI space becomes available, before receiving access, SSTF members will be required to undergo a full background investigation and receive and maintain a "Top Secret" security clearance. In addition, SSTF members will also be required to complete the "Questionnaire for Sensitive Positions" and the required fingerprint cards. In the interim, SSTF members will not be allowed unescorted access to FBI space.

Upon departure from the SSTF, each candidate will be given a security debriefing and reminded of the provisions contained in the non-disclosure agreement previously agreed to by the SSTF member.

19) LIABILITY

Unless specifically addressed by the terms of this MOU, the parties agree to be responsible for the negligent or wrongful acts or omissions of their respective employees. Legal representation by the United States is determined by DOJ on a case by case basis. The FBI cannot guarantee the United States will provide legal representation to any Federal, state or local law enforcement officer.

Congress has provided that the exclusive remedy for the negligent or wrongful act or omission of an employee of the United States government, acting within the scope of his employment, shall be an action against the United States under the Federal Tort Claims Act (FTCA), 28 U.S.C.§ 1346(b), §§ 2671-2680.

For the limited purpose of defending claims arising out of SSTF activity, state or local law enforcement officers who have been specially deputized and who are acting within the course and scope of their official duties and assignments pursuant to this MOU, may be considered an "employee" of the United States government as defined in 28 U.S.C. § 2671. See 5 U.S.C. § 3374(c)(2).

Under the Federal Employees Liability Reform and Tort Compensation Act of 1988 (commonly known as the Westfall Act), 28 U.S.C. § 2679(b)(1) the Attorney General or her designee may certify that an individual defendant acted within the scope of his employment at the time of the incident-giving rise to the suit. Id., 28 U.S.C. § 2679(d)(2). The United States can then be substituted for the employee as the sole defendant with respect to any tort claims. 28 U.S.C. § 2679(d)(2). If the United States is substituted as defendant, the individual employee is thereby protected from suits in his official capacity.

If the Attorney general declines to certify that an employee was acting within the scope of employment, "the employee may at any time before

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trial petition the court to find and certify that the employee was acting within the scope of this office or employment." 28 U.S.C. § 2679(d)(3).

Liability for negligent or willful acts of SSTF employees, undertaken outside the terms of this MOU will be the sole responsibility of the respective employee and agency involved.

Liability for violations of federal constitutional law rests with the individual federal agent or officer pursuant to Bivens v. Six Unknown Named Agents of the Federal Bureau of Narcotics, 403 U.S. 388 (1971) or pursuant to 42 U.S.C. § 1983 for state and local officers or cross-deputized federal officers.

Both state and federal officers enjoy qualified immunity from suit for constitutional torts "insofar as their conduct does not violate clearly established statutory or constitutional rights of which a reasonable person would have known. Harlow v. Fitzgerald, 457 U.S. 800 (1982).

SSTF officers may request representation by the U.S. Department of Justice for civil suits against them in their individual capacities for actions taken within the scope of employment. 28 C.F.R §§ 50.15, 50.16.

An employee may be provided representation "when the actions for which representation requested reasonably appear to have been performed within the scope of the employee's employment and the Attorney General or [her] designee determines that providing representation would otherwise be in the interest of the United States." 28 C.F.R. § 50.15(a).

A SSTF officer's written request for representation should be directed to the Attorney General and provided to the Chief Division Counsel (CDC) of the FBI division coordinating the SSTF. The CDC will then forward the representation request to the FBI's Office of the General Counsel (OGC) together with a Letterhead memorandum concerning the factual basis for the lawsuit. FBI/OGC will then forward the request to the Civil Division of DOJ together with an agency recommendation concerning scope of employment and Department representation. 28 C.F.R. § 50.15(a)(3).

If a SSTF officer is found to be liable for a constitutional tort, he/she may request indemnification from DOJ to satisfy an adverse judgment rendered against the employee in his/her individual capacity. 28 C.F.R. § 50.15(c)(4). The criteria for payment are substantially similar to those used to determine whether a federal employee is entitled to DOJ representation under 28 C.F.R. § 50.15(a).

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20) DURATION

The term of this MOU is for the duration of the SSTF's operations, contingent upon approval of necessary funding, but may be terminated at any time upon written mutual consent of the agency involved.

Any participating agency may withdraw from the SSTF at any time by written notification to the SSA with designated oversight for investigative and personnel matters or program manager of the SSTF at least 30 days prior to withdrawal.

Upon termination of this MOU, all equipment provided to the SSTF will be returned to the supplying agency/agencies. In addition, when an entity withdraws from the MOU, the entity will return equipment to the supplying agency/agencies. Similarly, remaining agencies will return to a withdrawing agency any unexpended equipment supplied by the withdrawing agency during any SSTF participation.

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21) MODIFICATIONS

This agreement may be modified at any time by written consent of all involved agencies.

Modifications to this MOU shall have no force and effect unless such modifications are reduced to writing and signed by an authorized representative of each participating agency.

Hidalgo County Sheriff's Office Date

Special Agent in Charge Date
San Antonio Division

Maury V. Taylor 2/5/09

Contracting Officer Date
FBIHQ
Washington, DC

Maury V. Taylor
Contracting Officer
Federal Bureau of Investigation

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COST REIMBURSEMENT AGREEMENT
BETWEEN
THE FEDERAL BUREAU OF INVESTIGATION (FBI)
AND
HIDALGO COUNTY SHERIFF'S OFFICE (AGENCY)

TASK FORCE FILE # 281D-SA-C46020

Pursuant to Congressional appropriations, the FBI receives authority to pay overtime for police officers assigned to the formalized **RIO GRANDE VALLEY VIOLENT CRIME TASK FORCE**, as set forth below for expenses necessary for detection, investigation, and prosecution of crimes against the United States. It is hereby agreed between the FBI and the **HIDALGO COUNTY SHERIFF'S OFFICE** located at **711 El Cibolo, Edinburg, Texas 78540**, Taxpayer Identification Number: **74-6000717** Phone Number: (956) 383-8114 that:

1) Commencing upon execution of this agreement, the FBI will, subject to availability of the required funding, reimburse the agency for overtime payments made to the officers assigned full-time to the task force.

2) Requests for reimbursement will be made on a monthly basis and should be forwarded to the FBI field office as soon as practical after the first of the month which follows the month for which reimbursement is requested. Such requests should be forwarded by the Supervisor of the agency to the FBI Task Force Squad Supervisor and Special Agent in Charge for their review, approval, and processing for payment.

3) Overtime reimbursements will be made directly to the agency by the FBI. All overtime reimbursement payments are made by electronic fund transfer (EFT). An ACH Vendor/Miscellaneous Payment Enrollment Form must be on file with the FBI to facilitate EFT.

4) Overtime reimbursements will be calculated at the usual rate for which the individual officer's time would be compensated in the absence of this agreement. However, said reimbursement, per officer, shall not exceed monthly and/or annual limits established annually by the FBI. The limits, calculated using Federal pay tables, will be in effect for the Federal fiscal year running from October 1st of one year through September 30th of the following year, unless changed during the period. The FBI reserves the right to change the reimbursement limits, upward or downward, for subsequent periods based on fiscal priorities and appropriations limits. The FBI will notify the agency of the applicable annual limits prior to October 1st of each year.

5) The number of agency officers assigned full-time to the task force and entitled to overtime reimbursement by the FBI shall be approved by the FBI in advance of each fiscal year. Based on the needs of the task force, this number may change periodically, upward or downward, as approved in advance by the FBI.

6) Prior to submission of any overtime reimbursement requests, the agency must prepare an official document setting forth the identity of each officer assigned full-time to the task force, along with the regular and overtime hourly rates for each officer. Should any officers change during the

year, a similar statement must be prepared regarding the new officers prior to submitting any overtime reimbursement requests for the officers. The document should be sent to the field office for FBI review and approval.

7) Each request for reimbursement will include the name, rank, ID number, overtime compensation rate, number of reimbursable hours claimed, and the dates of those hours for each officer for whom reimbursement is sought. The request must be accompanied by a certification, signed by an appropriate Supervisor of the agency, that the request has been personally reviewed, the information described in this paragraph is accurate, and the personnel for whom reimbursement is claimed were assigned full-time to the task force.

8) Each request for reimbursement will include an invoice number, invoice date, taxpayer identification number (TIN), and the correct banking information to complete the electronic fund transfer. The necessary banking information is the Depositor Account Title, Bank Account Number, Routing Number, and Type of Account (either checking, savings, or lockbox). If the banking information changes, a new ACH Vendor/Miscellaneous Payment Enrollment Form must be submitted to the FBI.

9) Requests for reimbursement must be received by the FBI no later than December 31st of the next fiscal year for which the reimbursement applies. For example, reimbursements for the fiscal year ending September 30, 2008, must be received by the FBI by December 31, 2008. The FBI is not obligated to reimburse any requests received after that time.

10) This agreement is effective upon signature of the parties and will remain in effect for the duration of the agency's participation in the task force, contingent upon approval of necessary funding, and unless terminated in accordance with the provisions herein. This agreement may be modified at any time by written consent of the parties. It may be terminated at any time upon mutual consent of the parties, or unilaterally upon written notice from the terminating party to the other party at least 30 days prior to the termination date.

FOR THE AGENCY:

_____
Date

FOR THE FBI:

_____
Special Agent in Charge Date

Maury V. Taylor 2/5/09
Contracting Officer Date
FBI Headquarters

Maury V. Taylor
Contracting Officer
Federal Bureau of Investigation

NOTICE OF LIMITS

FOR

FY 2009 STATE AND LOCAL OVERTIME REIMBURSEMENTS

Subject to the availability of funding and legislative authorization, the FBI may reimburse state and local law enforcement agencies (LEA) for the cost of overtime incurred by officers assigned **full-time** to FBI managed task forces provided the overtime expenses were incurred as a result of task force related activities. Consistent with regulation and policy, a separate Cost Reimbursement Agreement (CRA) must be executed between the FBI and the LEA **and** an underlying Memorandum of Understanding (MOU) must exist in support of the task force relationship.

For **Fiscal Year 2009**, the maximum limit for reimbursements under these CRAs is **$1,360.72** per month and **$16,328.75** per year for each officer assigned **full-time** to the task force. This rate is effective for overtime worked on or after October 1, 2008.

FBI field offices and state and local law enforcement agencies may process overtime reimbursement requests under formally executed CRAs in accordance with the authority of this notice. This notice is issued unilaterally by the FBI's Head of Contracting Activity and does not require formal acceptance and signature by FBI field offices and state and local law enforcement agencies.

Walter V. Meslar
Head of Contracting Activity
Federal Bureau of Investigation

July 15 2008
Date

DATE: February 18, 2009
DEPARTMENT HEAD: Guadalupe "Lupe" Trevino
DEPARTMENT NAME: FBI-SSTF
ACCOUNT NUMBER: 9-1284-421-00-280-056-0-XXX

SUBJECT: **Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C**

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT OBJECT NAME	AMOUNT
9-1284-421-00-280-056-0-131	Overtime	16,328.75

	TOTAL APPROPRIATIONS	16,328.75
9-1284-331-10-280-056-0-000	Federal Bureau of Investigation (FBI)	16,328.75
	TOTAL REVENUES	16,328.75

REASON: **To appropriate budget for the FY 2009 FBI overtime hours agreement.**

Note: Expenses relating to benefits attributed to the overtime hours are to be charged to the Sheriff's Office Budget (Account Number: 9-1100-421-00-280-001-0).

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-14095 **17.B.**

Sheriff's Office Equitable Sharing Agreement and Certification Report

CC REGULAR

Date:	02/24/2009
Submitted By:	Rosie Hinojosa, SHERIFF DEPT.
Submitted For:	Rosie Hinojosa
Department:	SHERIFF DEPT.
Agenda Category:	Sheriff's Office

Information

CAPTION

Requesting authorization for the County Judge to execute the Equitable Sharing Agreement and Certification Report for fiscal year 2008, as required by the U.S. Department of Justice and the U.S. Department of Treasury as a prerequisite to the distribution of equitably shared funds and property to the Sheriff's Office.

BACKGROUND

See attached.

Fiscal Impact

Attachments

Link: Equitable Sharing Agreement & Certification

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	02/18/2009 12:30 PM	APRV
2	Budget & Management	Veronica Lopez	02/18/2009 01:03 PM	APRV
3	Rey Salazar	Rey Salazar	02/20/2009 10:09 AM	APRV
4	Auditor's Office		02/20/2009 05:33 PM	NEW
Form Started By: Rosie Hinojosa			Started On: 02/18/2009 12:07 PM	
Final Approval Date: 02/20/2009				

OMB Number 1123-0011
Expires 7-31-2011

Equitable Sharing Agreement and Certification

◯ Police Department ◉ Sheriff's Office ◯ Task Force (Complete Table A, page 2)
◯ District Attorney ◯ Other (specify) _____

Agency Name: Hidalgo County Sheriff's Office
NCIC/ORI/Tracking Number: TX1080000
Street Address: 711 El Cibolo Road, P.O. Box 1228
City: Edinburg **State:** TX **Zip:** 78540
Contact Name: Ms. Rosie Hinojosa
Contact Phone: (956) 383-8114 **Contact Fax:** (956) 393-6027
Contact e-mail: rosie.hinojosa@hidalgoso.org

◯ **New Participant:** Read the Equitable Sharing Agreement (page 5) and sign the Affidavit (page 6)

◉ **Existing Participant:** Complete the Annual Certification Report, read the Equitable Sharing Agreement (page 5), and sign the Affidavit (page 6)

◯ **Change in Administration:** Changes to the Agency head and/or Governing Body head. Read the Equitable Sharing Agreement (page 5) and sign the Affidavit (page 6).

◯ **Amended Form:** Revise the Annual Certification Report, read the Equitable Sharing Agreement (page 5), and sign the Affidavit (page 6).

Annual Certification Report

	Summary of Equitable Sharing Activity Fiscal Year End (mm/dd/yyyy) 12/31/2008	Justice Funds	Treasury Funds
1	Beginning Equitable Sharing Fund Balance (must match Ending Equitable Sharing Fund Balance from prior FY)	$61,735.52	$87,747.04
2	Federal Sharing Funds Received	$201,571.97	$126,253.93
3	Federal Sharing Funds Received from Other Law Enforcement Agencies and Task Forces (complete Table B, page 2)		
4	Other Income	$426.00	$0.00
5	Interest Income Accrued (☐ check if non-interest-bearing account)	$2,782.76	$2,510.66
6	Total Equitable Sharing Funds (total of lines 1 - 5)	$266,516.25	$216,511.63
7	Federal Sharing Funds Spent (total of lines a - n below)	$48,922.97	$5,745.00
8	Ending Balance (subtract line 7 from line 6)	$217,593.28	$210,766.63

	Summary of Shared Monies Spent	Justice Funds	Treasury Funds
a	Total spent on salaries for new, temporary, not-to-exceed one year, employees		
b	Total spent on overtime		
c	Total spent on informant and "buy money"		
d	Total spent on travel and training		
e	Total spent on communications and computers	$36,559.79	
f	Total spent on firearms and weapons		
g	Total spent on body armor and protective gear		
h	Total spent on electronic surveillance equipment		
i	Total spent on building and improvements		
j	Total spent on other law enforcement expenses (complete Table C, page 3)	$12,363.18	$5,745.00
k	Total transfers to other state and local law enforcement agencies (complete Table D, page 3)		
l	Total 15% Expenditures in Support of Community-based Programs (complete Table E, page 3)		
m	Total 25% Windfall Transfers to Other Government Agencies (complete Table F, page 3)		
n	Total spent on matching grants (complete Table G, page 3)		
	Total	$48,922.97	$5,745.00

Miscellaneous Data

o	Agency's budget for current fiscal year		$46,073,552.19
p	Jurisdiction's budget for current fiscal year		$200,506,727.64
q	Appraised Value of Other Assets Received	$0.00	$0.00

Table A: Members of Task Force

Agency Name	Address

Table B: Equitable Sharing Funds Received from other Agencies

Transferring Agency Name, City, and State	Justice Funds	Treasury Funds
Agency Name		
Agency Address		

Table C: Other Law Enforcement Expenses

Description of Expense	Justice Funds	Treasury Funds
Purchase of posters to promote "Operation Child Safe Guard"	$677.60	
Purchase of public service announcements to promote Operation Child Safe Guard	$8,950.00	
Luncheon expenses as part of a one day Expanding Partnerships Training Conference	$2,735.58	
Purchase of (5) Televisions		$5,745.00

Table D: Equitable Sharing Funds Transferred to Other Agencies

Receiving Agency Name, City, and State	Justice Funds	Treasury Funds
Agency Name		
Agency Address		

Table E: 15% Expenditures in Support of Community-based Programs

Recipient	Justice Funds	Treasury Funds

Table F: 25% Windfall Transfers to Other Government Agencies

Recipient	Justice Funds	Treasury Funds

Table G: Matching Grants

Matching Grant Name	Justice Funds	Treasury Funds

Table H: Civil Rights Cases

	Name of Case	Type of Discrimination Alleged				Status
		☐ Race	☐ Color	☐ National Origin	☐ Gender	◯ Settled
		☐ Disability	☐ Age	☐ Other _____		◯ Pending

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Asset Forfeiture and Money Laundering Section, Program Unit, 1400 New York Avenue, N.W., Second Floor, Washington, DC 20005.

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the above-stated law enforcement agency ("Agency"), and (3) the governing body, sets forth the requirements for participation in the federal equitable sharing program and the restrictions upon the use of federally forfeited cash, property, proceeds, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By its signatures, the Agency agrees that it will be bound by the statutes and guidelines that regulate shared assets and the following requirements for participation in the federal equitable sharing program. Receipt of the signed Equitable Sharing Agreement and Certification (this "Document") is a prerequisite to receiving any equitably shared cash, property, or proceeds.

1. **Submission.** This Document must be submitted to aca.submit@usdoj.gov within 60 days of the end of the Agency's fiscal year. This Document must be submitted electronically with the Affidavit/Signature page (page 6) submitted by fax. This will constitute submission to the Department of Justice and the Department of Treasury.

2. **Signatories.** This agreement must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, chairperson, secretary, city attorney, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, director, secretary, administrator, commissioner, and governor.

3. **Uses.** Any shared asset shall be used for law enforcement purposes in accordance with the statutes and guidelines that govern the federal equitable sharing program as set forth in the current edition of the Department of Justice's *Guide to Equitable Sharing (Justice Guide)*, and the Department of the Treasury's *Guide to Equitable Sharing for Foreign Countries and Federal, State, and Local Law Enforcement Agencies (Treasury Guide)*.

4. **Transfers.** Before the Agency transfers cash, property, or proceeds to other state or local law enforcement agencies, it must first verify with the Department of Justice or the Department of Treasury, depending on the source of the funds, that the receiving agency is a federal equitable sharing program participant and has a current Equitable Sharing Agreement and Certification on file.

5. **Internal Controls.** The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury. Funds from state and local forfeitures and other sources must not be commingled with federal equitable sharing funds. The Agency shall establish a separate revenue account or accounting code for state, local, Department of Justice, and Department of the Treasury forfeiture funds. Interest income generated must be accounted for in the appropriate federal forfeiture fund account.

The Agency agrees that such accounting will be subject to the standard accounting requirements and practices employed for other public monies as supplemented by requirements set forth in the current edition of the *Justice Guide* and the *Treasury Guide*.

The misuse or misapplication of shared resources or the supplantation of existing resources with shared assets is prohibited. Failure to comply with any provision of this agreement shall subject the recipient agency to the sanctions stipulated in the current edition of the *Justice* or *Treasury Guides*, depending on the source of the funds/property.

6. **Audit Report.** Audits will be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Circular A-133. The Department of Justice and Department of the Treasury reserve the right to conduct periodic random audits.

Affidavit

Under penalty of perjury, the undersigned officials certify that **they have read and understand their obligations under the Equitable Sharing Agreement** and that the information submitted in conjunction with this Document is an accurate accounting of funds received and spent by the Agency under the *Justice* and/or *Treasury Guides* during the reporting period and that the recipient Agency is in compliance with the National Code of Professional Conduct for Asset Forfeiture.

The undersigned certify that the recipient agency is in compliance with the nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity.

During the past fiscal year, has the Agency been part of any proceedings alleging discrimination by the Agency? ○ **Yes** ◉ **No**

If you answered yes, complete Table H. Please disclose (1) all proceedings pending before any court or administrative agency, (2) any nondiscrimination laws the Agency has been found in violation of, and (3) any settlement agreements the Agency has entered into during the last fiscal year.

Agency Head		Governing Body Head	
Signature:		Signature:	
Name:	Guadalupe "Lupe" Trevino	Name:	Juan D. Salinas III
Title:	Hidalgo County Sheriff	Title:	Hidalgo County Judge
Date:		Date:	

Final Instructions:

Step 1: Save this file using the two buttons below and e-mail the saved XML file as an attachment to aca.submit@usdoj.gov.

Step 2: Fax a signed copy of THIS PAGE ONLY to (202) 616-1344.

Note: The Agency will not be in compliance until the e-mail and the fax of this page are received.

FOR AGENCY USE ONLY

Entered by _____

Entered on _____

FY 12/31/2008 NCIC TX1080000 STATE TX

AGENCY NAME Hidalgo County Sheriff's Office

AI-14070 **17.C.**

Sheriff's Investigation Fund 1227

CC REGULAR

Date:	02/24/2009
Submitted By:	Rosie Hinojosa, SHERIFF DEPT.
Submitted For:	Rosie Hinojosa
Department:	SHERIFF DEPT.
Agenda Category:	Sheriff's Office

Information

CAPTION

Requesting authorization for the County Judge to execute the Chapter 59 Asset Forfeiture Report for the fiscal year 2008, as required by the Office of the Attorney General.

BACKGROUND

See attached.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

no funding required

Attachments

Link: Asset Forfeiture Report

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	02/18/2009 12:20 PM	APRV
2	Budget & Management	Veronica Lopez	02/18/2009 01:03 PM	APRV
3	Rey Salazar	Rey Salazar	02/20/2009 09:51 AM	APRV
4	Auditor's Office		02/20/2009 05:33 PM	NEW

Form Started By: Rosie Hinojosa — Started On: 02/17/2009 03:42 PM

Final Approval Date: 02/20/2009

FY 2008
CHAPTER 59 ASSET FORFEITURE REPORT
BY LAW ENFORCEMENT AGENCY

Agency Name: HIDALGO COUNTY SHERIFF'S OFFICE

Reporting Period: (local fiscal year) 01/01/08 TO 12/31/08

Agency Mailing Address: P.O. BOX 1228
EDINBURG, TEXAS 78540

example: 01/01/08 to 12/31/08, 09/01/07 to 08/31/08 etc.

Phone Number: (956) 383-8114

County: HIDALGO

NOTE: PLEASE ROUND ALL DOLLAR FIGURES TO NEAREST WHOLE DOLLAR.

I. Beginning Balance

A) Forfeited Funds..... $ 195,291.00

INSTRUCTIONS: Include total amount of forfeited funds on hand (in your agency's account or in your agency's possession) at beginning of the reporting period including interest. **Do not** include funds that have been forfeited but not yet received by your agency.

B) Seized Funds..... $ -0-

INSTRUCTIONS: Include total amount of seized funds on hand (in your agency's possession) at beginning of reporting period. Include funds that may have been forfeited but have not been transferred to your agency's forfeiture account. **Do not** include funds that are in an account held by another agency, e.g., the District Attorney's account.

II. Seizures and Forfeiture Receipts during Reporting Period

A) Currency and Negotiable Instruments

1) Amount Seized by Reporting Agency..... $ 79,922.00

INSTRUCTIONS: Include only those seizures which occurred during the reporting period and where the seizure affidavit required by Article 59.03 is sworn to by a peace officer employed by your agency.

2) Amount Forfeited to and Received by Reporting Agency (including interest) ..... $ 11,160.00

INSTRUCTIONS: Do not include amounts forfeited but not yet received by your agency; Interest refers to the amount earned prior to forfeiture and distributed as part of the judgment of forfeiture.

3) Amount Returned to Defendants..... $ 12,180.00

B) Other Property

List the number of items seized for the following categories. Include only those seizures where the seizure affidavit required by Article 59.03 is sworn to by a peace officer employed by the agency filing this report. If property is sold or is to be sold, list under "Proceeds Received by Reporting Agency from Sale of Above-Listed Property" (see below) in the reporting year in which the proceeds are received.

Please note - this should be a number not a currency amount. Example 4 cars seized, 3 cars forfeited and 0 cars put into use.	SEIZED	FORFEITED TO AGENCY	PUT INTO USE BY AGENCY
1) MOTOR VEHICLES (Include cars, motorcycles, tractor trailers, etc.)	18	23	17
2) REAL PROPERTY (Count each parcel seized as one item)			
3) COMPUTERS (Include computer and attached system components, such as printers and monitors, as one item)			
4) FIREARMS (Include only firearms seized for forfeiture under Chapter 59. Do not include weapons disposed under Chapter 18.)			
5) Other Property: Description: _____			
Other Property: Description: _____			
Other Property: Description: _____			

III. Proceeds Received by Reporting Agency from Sale of Above-Listed Property (Categories 1 through 5)..... $ 10,756.00

INSTRUCTIONS: Include amounts received for all property sold during the reporting period, even if the subject property was forfeited in a prior reporting period.

IV. Forfeited Property and Proceeds Received From Another Agency

INSTRUCTIONS; Enter the total dollar amount or total number of items received pursuant to a **sharing agreement where the forfeiture judgment awarded ownership of the property to another agency** prior to it being transferred to your agency.

A. Proceeds - (should be a dollar amount)..... $ _____

B. Vehicles - (should be a number not a currency amount)..... _____

C. Other - (should be a number not a currency amount)..... _____

V. Interest Earned on Forfeited Funds During Reporting Period..... $ 2,871.00

INSTRUCTIONS: Include only the amount of interest earned on forfeited funds or interest earned on funds derived from the sale of forfeited property. Do not include interest earned if funds are on deposit in an account that does not belong to your agency, e.g. the District Attorney's account.

VII. Expenditures

INSTRUCTIONS: List the total amount expended for each of the following categories. **This category is ONLY for expenditures made from Chapter 59 funds.** If proceeds are expended for a category not listed, state the amount and nature of the expenditure under the "Other" category.

Salaries	$ 52,455.48
Overtime	$
Equipment (includes vehicles, computers & software, maintenance costs, etc.)	$ 3,000.00
Supplies (includes cellular air time, miscellaneous commodities)	$
Travel	$
Training	$
Paid to or Shared with Cooperating Agency	$
Confidential Informant Payments	$
Prevention / Treatment Programs	$
Facility Costs (building purchase, lease payments, remodeling, maintenance fees etc.)	$
Miscellaneous Fees (bank account service charges, insurance, audit fees, witness fees etc.).	$

Other: (attach additional sheets if necessary)

Description: Court Costs	$ 8,814.00	
Description: Cash match for the USDA Rural Emergency Responders Grant	$ 24,000.00	
Description:	$	
	Other Total	$ 32,814.48

TOTAL EXPENDITURES: $ 88,269.00

CERTIFICATION

COUNTY JUDGE, MAYOR OR OTHER APPROPRIATE HEAD OF GOVERNING BODY OR DESIGNEE: _____

TITLE: Hidalgo County Judge

SIGNATURE: _____

DATE: _____

RETURN COMPLETED FORM TO:

Office of the Attorney General
Criminal Prosecutions Division, ATTN: Kent Richardson
P.O. Box 12548
Austin, TX 78711-2548
kent.richardson@oag.state.tx.us
(512)936-1348
FAX (512)494-8283

renee.gray@oag.state.tx.us
(512)305-8882

AI-14147 **18.A.**

Earnest Money Contract - San Carlos Drainage Improvement Project
CC REGULAR

Date:	02/24/2009
Submitted By:	Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For:	Joe Pena
Department:	RIGHT OF WAY DEPT.
Agenda Category:	Right of Way

Information

CAPTION

Authorization and/or approval for County Judge to execute Earnest Money Contract for the San Carlos Drainage Improvement Project with authority for County Auditor to review and complete processing procedures and for County Treasurer to issue check in the amount of $1,000.00 to Landtitle USA as Earnest Money Deposit and $100 option fee made payable to the Estate of Willard Orrin Fike aka Willard O. Fike, deceased.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-170-00-000-000-0-000

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

BUDGETARY IMPACT:

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-170-10-000-000-0-000

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

BUDGETARY IMPACT:

Attachments

Link: earnest money contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/19/2009 03:04 PM	APRV
2	Dale Kennan	Dale Kennan	02/19/2009 05:08 PM	APRV
3	Auditor's Office		02/20/2009 05:33 PM	NEW

Form Started By: Sandra Garcia — Started On: 02/19/2009 01:45 PM

Final Approval Date: 02/20/2009

EARNEST MONEY CONTRACT
(Unimproved Property)

Seller:	Estate of Willard Orrin Fike, a/k/a Willard O. Fike, Deceased
Purchaser:	County of Hidalgo, Texas
Escrow Agent:	Landtitle USA 315 East McIntyre Edinburg, Texas 78539
Title Company:	Landtitle USA 315 East McIntyre Edinburg, Texas 78539

Seller agrees to sell to Purchaser, who agrees to purchase, the property described in this Contract upon the following terms and conditions.

ARTICLE I

THE PROPERTY

The property is that certain tract of real property located in Hidalgo County, Texas, (the "Property"), and more particularly described on Exhibit "A", attached hereto, together with any rights and appurtenances pertaining to the Property, including any right, title and interest of Seller in and to adjacent streets, alleys and rights-of-way.

ARTICLE II

PURCHASE PRICE

2.1 The total purchase price ("Purchase Price") for the Property shall be the sum of SIX HUNDRED FIFTY-SEVEN THOUSAND ONE HUNDRED SIXTY-THREE AND NO/100THS DOLLARS ($657,163.00), payable in cash at Closing. As part of the Purchase Price paid by the Purchaser, Seller agrees for a period of one (1) year following Closing to allow Purchaser to deposit, on the real property owned by Seller immediately adjacent to the Property any and all "top" soil, but not clay, excavated by Purchaser from the Property upon such adjacent real property of Seller (at the location and depth as determined by Seller) at no cost to either party.

2.2 On execution of this Contract, Purchaser shall deposit with the Escrow Agent the sum of $1,000.00 as Earnest Money to bind this sale. The Earnest Money shall be deposited by the Escrow Agent until the date of Closing, at which time it shall be returned to Purchaser provided Purchaser is not default hereunder. In the event of Purchaser's default, the Earnest Money shall be disposed of as hereinafter provided.

2.3 Termination Option. For nominal consideration, the receipt of which is hereby acknowledged by Seller, and Purchaser's agreement to pay Seller One Hundred Dollars ($100.00) (Option Fee) within 2 days after the effective date of this Contract, Seller grants Purchaser the unrestricted right to terminate this Contract by giving notice of termination to Seller within Sixty (60) days after the Effective Date of the Feasibility Study as contained in Article V of this contract such effective date being the same date of Sellers written notice as required in Article V of this contract. If Purchaser gives notice of termination within the time prescribed, the Option Fee will not be refunded; however, any earnest money will be refunded to Purchaser. The Option will be credited to the Sales Price at closing. **Time is of the essence for this paragraph and strict compliance with the time for performance is required.**

ARTICLE III

REPRESENTATIONS AND WARRANTIES

3.1 Seller represents to Purchaser as follows, with respect to the Property:

A. There are no pending condemnation proceedings or special assessments of any nature affecting any part of the Property, and Seller has received no notice that any such proceedings or assessments are contemplated.

B. Seller has received no notice of any action, claim, suit, proceeding or investigation, pending or threatened against Seller affecting any portion of the Property.

C. There are no attachments, executions or assignments for the benefit of creditors, or voluntary or involuntary proceedings in bankruptcy pending, contemplated or threatened against Seller or the Property.

D. Seller has paid all local taxes that have been assessed against Seller or the Property.

E. Seller has disclosed to Purchaser all known environmental conditions affecting the Property.

F. Seller will permit the Purchaser and its environmental consultants to enter upon the Property during normal business hours to conduct environmental study(s) and assessments to determine the environmental condition of the Property.

G. Seller will permit Purchaser and its environmental consultant(s) to have access to books and records of the Seller, if any, relating to the environmental condition of the Property.

H. There are no actions, suits, claims, assessments, or proceedings pending or, to the knowledge of Seller, threatened that could materially adversely affect the ownership, operation, or maintenance of the Property or Seller's ability to perform hereunder.

I. There are no leases or other agreements in effect relating to the surface estate of the real property described on Exhibit "A" attached hereto.

J. Seller shall immediately notify Purchaser of any material change in respect of the Property or any information heretofore or hereafter furnished to Purchaser in respect of the Property.

3.2 This Contract is contingent upon and subject to the conditions that, as of the date of Closing there shall not have been any material error, variance or misstatement in the representations or material breach in the warranties made by Seller in this Contract. If, prior to Closing, Purchaser discovers that one or more of the representations of Seller herein are materially untrue or inaccurate, or if any part or all of the Property fails to pass any inspection of any governmental entity, Purchaser shall have the option of (i) terminating this Contract and receiving the Earnest Money, or (ii) waiving all or a part of the conditions in writing and closing the sales transaction in accordance with the terms and provisions of this Contract.

3.3 Purchaser represents and warrants to Seller, which representations and warranties shall survive Closing, that Purchaser has the authority to purchase the Property, make the representations contained herein and to perform all terms and conditions required of Purchaser herein.

ARTICLE IV

TITLE

4.1 Within ten (10) days from the date of this Contract, Seller shall, at Seller's sole expense, cause to be furnished to Purchaser a current Commitment for Owner Policy of Title Insurance ("the Title Binder") issued by Title Company, describing the Property, naming Purchaser as the prospective insured and showing as the policy amount the total purchase price for the Property. The Title Binder shall commit the Title Company to issue an Owner Policy of Title Insurance guaranteeing Purchaser's title to the Property to be good and indefeasible.

4.2 At the same time that Seller causes the Title Binder to be furnished to Purchaser, Seller shall also cause to be delivered to Purchaser true copies of all recorded instruments referred to in the Title Binder as conditions or exceptions to title to the Property.

ARTICLE V

FEASIBILITY STUDY

So long as this Contract is in effect and Purchaser is not in default hereunder, Purchaser shall have thirty (30) days following the date of this Contract for Purchaser or its representatives to enter upon the Property for the purpose of inspecting the Property and any improvements thereon and conducting engineering studies (e.g., platting, utility cost and availability, sewer, drainage and road and street improvements), improvements inspections, architectural drawings regarding placement of improvements on the Property, environmental studies, of the Property and any improvements thereon, soil and subsoil tests, including the drilling of test holes and examining permits, legal requirements for operation of the Property, reviewing reasonable restrictions on the Property by Seller in order to determine the suitability of the Property for Purchaser's use, and such other tests or studies that Purchaser deems advisable. If any such test, study inspection, information or architectural drawing, in Purchaser's sole opinion, shall reveal that the Property is unsuitable or undesirable for Purchaser's use, then Purchaser may terminate this Contract without further liability, in which event Purchaser shall receive back the Earnest Money. However, Purchaser shall not permit any liens to attach to the Property by reason of the exercise of this right of inspection or study, nor shall Purchaser interfere with the rights of any party then in possession of the Property. All entry on the land prior to closing shall be at Purchaser's risk.

ARTICLE VI

CLOSING

6.1 Closing shall be held within thirty (30) days following the date of the expiration of the Feasibility Study described in Article VI hereof at the office of Landtitle USA, Edinburg, Texas at the time as may be agreed upon by the parties.

6.2 At the Closing Seller shall deliver to Purchaser the following:

A. A General Warranty Deed duly executed and in recordable form conveying fee simple title to the Property, except for an undivided one-half interest in that portion of the Property within the confines of the North 10 acres of Lot 14, Section 260, Texas-Mexican Railway Company's Survey, to Purchaser free and clear of all liens and encumbrances, except Permitted Encumbrances as defined in Section 5.2, above.

B. A Deed Without Warranty to an undivided one-half interest in the remaining portion of the Property being the North 10 acres of Lot 14, Section 260, Texas-Mexican Railway Company's Survey, (the "6.2B Property") such that Seller will convey all the Property to Purchaser by two deeds; one of which will be the deed described in 6.2 A and the other will be the deed described in 6.2 B.

C. Affidavit(s) in recordable form and acceptable to Purchaser evidencing Seller's open and notorious use of the "6.2B Property" described in the Deed Without Warranty referenced in 6.2B hereof, evidence of ad valorem taxes paid by Seller on the 6.2B Property for the preceding 25 years prior to the Closing Date, and evidence of a claim of right to the 6.2B Property that is inconsistent with and is hostile to the claims of other persons.

D. An Owner's Policy of Title Insurance issued by the Title Company in the amount of the purchase price insuring good and indefeasible title to the Property in Purchaser. The Policy shall be in the form prescribed by the State Board of Insurance of Texas and shall contain only those exceptions which constitute Permitted Encumbrances. The standard survey exception shall be deleted except as to shortages in area.

E. Tax Certificates from all taxing authorities showing no delinquent taxes against the Property.

F. Possession of the Property.

6.3 At the Closing, Purchaser shall deliver to Seller a certified or cashier's check for the amount of the Purchase Price.

ARTICLE VII

ADJUSTMENTS AND EXPENSES

7.1 Real estate taxes for the year of Closing are to be adjusted and prorated as of the date of Closing. In the event that actual tax figures for the year of Closing are not available at Closing, an estimated proration of taxes shall be made on the basis of the tax rate for the preceding year applied to the latest assessed valuation. Purchaser shall pay any and all rollback taxes resulting from a change of use by Purchaser following date of Closing. If Seller's change in use of the Property prior to closing or denial of a special use valuation on the Property claimed by Seller results in assessments for periods prior to closing, the assessments will be the obligation of Seller. Obligations imposed by this paragraph will survive closing.

7.2 Purchaser shall pay costs of recording instruments presented by the Seller, the survey and its own attorney's fees. The cost of the Owner Policy of Title Insurance, tax certificates and Seller's attorney's fees shall be paid by Seller.

ARTICLE VIII

DEFAULT

If Purchaser fails to comply with the obligations as set out in this Agreement, Seller may terminate this Contract and receive the Earnest Money as liquidated damages. If

Seller fails to comply herewith for any reason, Purchaser may terminate this Contract and receive the Earnest Money as Purchaser's sole remedy, thereby releasing Seller from this Contract or enforce specific performance.

ARTICLE IX

ATTORNEY'S FEES

Any signatory to this Contract who is the prevailing party in any legal proceeding against any other signatory brought under or with relation to this Contract or transaction, shall be additionally entitled to recover Court costs and reasonable attorneys' fees from the non-prevailing party.

ARTICLE X

CONDEMNATION AND CASUALTY LOSS

10.1 If prior to the Closing all or any substantial portion of the Property is condemned, either party shall have the right to terminate this Contract upon giving written notice to the other party within ten (10) days of the date Seller notifies Purchaser in writing of such condemnation. In the event of such termination, Purchaser shall be entitled to the return of the Earnest Money. If neither party elects to terminate this Contract, then the Closing shall take place, as herein provided, without abatement of the purchase price and Seller shall assign to Purchaser at the Closing, all interest of Seller in any condemnation awards which may be payable to Seller as a result of the condemnation. If less than a substantial portion of the Property is condemned, neither party may terminate this Contract but all interest of Seller in any condemnation proceeds shall be assigned by Seller to Purchaser at the Closing.

10.2 A substantial portion is defined to be either five percent (5%) or more in value of the Property.

10.3 Casualty Loss. If any part of the Property is damaged or destroyed by fire or other casualty after the effective date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Purchaser may (a) terminate this contract and the earnest money will be refunded to Purchaser (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.

ARTICLE XI

LIENS AND TAXES

11.1 The existence of any other liens or encumbrances which secure an obligation to pay money shall not be objections to title provided that properly executed instruments in recordable form necessary to satisfy the same are delivered to Purchaser at the Closing, together with recording or filing fees, and such liens or encumbrances may be paid out of the cash consideration, if any, paid by Purchaser at the Closing. Purchaser, if request is made within a reasonable time prior to the date of Closing, agrees to provide at the Closing separate certified checks, as requested, aggregating the balance of the purchase price, to facilitate the satisfaction of any such liens or encumbrances.

11.2 Unpaid federal or state inheritance tax which is a lien against the Property shall be no objection to title, provided Seller at Closing agrees to provide at the Closing separate certified checks, as requested, aggregating the balance of the purchase price, to facilitate the satisfaction of any such liens or encumbrances.

ARTICLE XII

ASSIGNMENT

12.1 This Contract may not be assigned by Purchaser without Seller's prior written consent.

ARTICLE XIII

SURVIVAL

13.1 Any representations, warranties or covenants of the parties, as well as any rights and benefits of the parties, shall survive the Closing and not be merged therein.

ARTICLE XIV

MISCELLANEOUS

14.1 Time shall be of the essence of this Contract.

14.2 This Contract and all of the terms, provisions and covenants contained herein shall apply to, be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns.

14.3 The captions used in connection with the paragraphs in this Contract are for convenience only and are not intended in any way to amplify or limit the meaning of the language contained in this Contract, or be used in interpreting the meanings and provisions of this Contract.

14.4 This Contract shall be construed and interpreted under the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

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

14.6 All notices, demands or requests required or permitted under this Contract shall be in writing, and shall be deemed to have been properly given, whether or not actually received, when the same have been deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the appropriate party at the address given for such party at the beginning of this Contract.

14.7 This Contract contains the entire agreement between the parties and supersedes all prior agreements and understandings between the parties concerning the Property, and it shall not be amended, modified, supplemented or changed in any way except by written agreement of the parties.

14.8 Seller agrees to indemnify and hold harmless Purchaser from any and all costs, expenses or damages resulting from any claims for brokerage fees or other similar form of compensation made by any real estate broker or other person or entity because of the sale of the Property.

14.9 Should either party be in default under any of the terms of this Contract, the non-defaulting party shall so notify the defaulting party in writing and the defaulting party shall have a period of twenty (20) days from the receipt of such notice to cure the default.

14.10 In addition to the acts recited in this Contract to be performed by Seller and Purchaser, the parties hereto agree to perform or cause to be performed at the Closing or after the Closing, any and all such further acts as may be reasonably necessary to consummate transactions contemplated hereby.

14.11 In the event that this Contract or any provision hereof is construed or determined to be ambiguous by any Court of Law, then in that event the parties agree that each through its attorney has contributed to the preparation of this Contract and have jointly written or composed the clauses herein contained; and neither party hereto should be given any advantage over the other under the laws of construction of instruments based upon the authorship hereof.

14.12 The Earnest Money is deposited with Escrow Agent with the understanding that Escrow Agent (i) does not assume or have any liability for performance or nonperformance of any party; (ii) has the right to require the receipt, release and authorization in writing of all parties before paying the Earnest Money to any party; and (iii) is not liable for interest or other charge on the funds held. If any party unreasonably fails to agree in writing to an appropriate release of Earnest Money, then such party shall be liable to the other parties as provided in Article IX. At Closing, Earnest Money plus interest accrued thereon shall be applied to any cash down payment required, next to Purchaser's closing costs and any excess refunded to Purchaser.

14.13 If Seller is not a foreign person, as defined in the Federal Foreign Investment in Real Property Tax Act of 1980 and the 1984 Tax Reform Act, as amended (the Federal Tax Law), then at the Closing, Seller will deliver to Purchaser a certificate so stating, in a form complying with the Federal Tax law. If Seller is a foreign person or if Seller fails to deliver the required certificate at the Closing, then in either such event the funding to Seller, at the Closing, will be adjusted to the extent required to comply with the withholding provisions of the Federal Tax law; and although the amount withheld will still be paid at the Closing by Purchaser, it will be retained by the Title Company as Escrow Agent (the reasonable fees of which shall be paid by Seller at the Closing) for delivery to the Internal Revenue Service together with the appropriate Federal Tax law forwarding forms, and with copies being provided both to Seller and to Purchaser.

14.14 If Seller has not executed and delivered this Earnest Money Contract to Purchaser on or before March 2, 2009, Purchaser's offer to purchase the Property shall automatically terminate and this Earnest Money Contract shall be of no further force and effect.

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

If to County:	Hidalgo County, Texas Attention: County Judge P.O. Box 758 Edinburg, Texas 78540-0758
If to Seller:	Anna R. Fike, Independent Adminstratrix of the Estate of Willard Orrin Fike, a/k/a Willard O. Fike, Deceased 1601 North Sharp Road Edinburg, Texas 78541

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.

The date of this Contract is the 19th day of February, 2009 (the "Effective Date").

SELLER:

Anna R. Fike

ANNA R. FIKE, Independent Administratrix of the Estate of Willard Orrin Fike, a/k/a Willard O. Fike, Deceased

PURCHASER:

By: Juan de Dios (J. D.) Salinas, III
Hidalgo County Judge

ATTEST:

Arturo Guarjardo, Hidalgo County Clerk

Receipt of a fully executed Contract and $1,000.00 earnest money in the form of a check are hereby acknowledged this ____ day of _____, 2009 at _____, _____.M.

ESCROW AGENT:

LANDTITLE USA

By:_____

Seller and Purchaser designate the following named attorneys to represent their respective interest herein:

PURCHASER'S ATTORNEY:
Atlas & Hall, L.L.P.
Attn: Stephen L. Crain
818 Pecan
McAllen, Texas 78501
(956) 682-5501 Telephone
(956) 686-6109 Facsimile

SELLER'S ATTORNEY:
Dennis E. Hendrix
200 N. 12th Street, Suite 202
Edinburg, Texas 78541
(956) 381-8495 Telephone
(956) 381-4435 Facsimile

METES AND BOUNDS

HIDALGO COUNTY PRECINCT No.4
PROJECT: SAN CARLOS DRAINAGE IMPROVEMENTS
PARCEL: HOLDING POND No.3

A 55.00 ACRE TRACT OF LAND OUT OF LOTS 10, 11 AND 14, SECTION 260, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 29, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED IN VOLUME 3178, PAGE 838, WARRANTY DEED RECORDED IN VOLUME 2044, PAGE 600, AND WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1175436, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A COTTON PICKER SPINDLE SET IN THE CENTERLINE OF SUNFLOWER ROAD FOR THE SOUTHEAST CORNER OF LOT 10 AND THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; N 80°58'56"W, ALONG THE SOUTH LINE OF LOT 10, PASSING A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET AT 20.29 FEET FOR THE WEST RIGHT OF WAY LINE OF SUNFLOWER ROAD, A TOTAL DISTANCE OF 743.95 FEET TO A 3/4" IRON PIPE FOUND FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; N 80°55'46"W, ALONG THE SOUTH LINE OF LOT 10, PASSING A 1/2" IRON ROD FOUND AT 348.68 FEET FOR THE EAST RIGHT OF WAY LINE OF HOLMES ROAD, A TOTAL DISTANCE OF 405.23 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET WITHIN THE RIGHT OF WAY OF HOLMES ROAD FOR THE SOUTHWEST CORNER OF LOT 10, THE NORTHEAST CORNER OF LOT 14 AND AN INTERIOR CORNER OF THIS TRACT.

THENCE; S 09°05'W, ALONG THE EAST LINE OF LOT 14 AND WITHIN THE RIGHT OF WAY OF HOLMES ROAD, A DISTANCE OF 328.21 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; N 80°56'38"W, PASSING A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET AT 20.00 FEET FOR THE WEST RIGHT OF WAY LINE OF HOLMES ROAD, A TOTAL DISTANCE OF 1,307.30 FEET (MAP RECORD: 1,320.00 FEET) TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET ON THE EAST LINE OF AMENDED SOUTHERN BREEZE SUBDIVISION (RECORDED IN VOLUME 25, PAGE 39A, MAP RECORDS, HIDALGO COUNTY, TEXAS) FOR THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 08°55'40"E, ALONG THE EAST LINE OF AMENDED SOUTHERN BREEZE SUBDIVISON, A DISTANCE OF 330.97 FEET TO A 3/4" IRON ROD FOUND ON THE SOUTH LINE OF LOT 11 AND THE NORTH LINE OF LOT 14 FOR THE NORTHEAST CORNER OF AMENDED SOUTHERN BREEZE SUBDIVISION AND AN INTERIOR CORNER OF THIS TRACT.

EXHIBIT
"A"
1 of 2

THENCE; N 80°49'22"W, ALONG SOUTH LINE OF LOT 11, THE NORTH LINE OF LOT 14 AND THE NORTH LINE OF AMENDED SOUTHERN BREEZE SUBDIVISION, A DISTANCE OF 11.80 FEET TO A 1/2" IRON ROD FOUND FOR THE SOUTHWEST CORNER OF LOT 11, THE NORTHWEST CORNER OF LOT 14 AND AN EXTERIOR CORNER OF THIS TRACT.

THENCE; N 09°05'E, ALONG THE WEST LINE OF LOT 11, A DISTANCE OF 817.57 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR THE NORTHWEST CORNER OF THIS TRACT.

THENCE; S 80°55'E, PASSING AT 1,320.00 FEET A COMMON LINE FOR LOTS 10 AND 11, PASSING AT 1,357.00 FEET THE CENTERLINE OF HOLMES ROAD, PASSING A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET AT 2,308.68 FEET FOR THE WEST RIGHT OF WAY LINE OF SUNFLOWER ROAD, A TOTAL DISTANCE OF 2,328.97 FEET TO A COTTON PICKER SPINDLE SET ON THE EAST LINE OF LOT 10 AND IN THE CENTERLINE OF SUNFLOWER ROAD FOR THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 00°38'03"E, ALONG THE EAST LINE OF LOT 10 AND THE CENTERLINE OF SUNFLOWER ROAD, A DISTANCE OF 830.71 FEET TO THE POINT OF BEGINNING AND CONTAINING 55.00 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH AMENDED SOUTHERN BREEZE SUBDIVISION SUBDIVISION, RECORDED IN VOLUME 25, PAGE 39A, MAP RECORDS, HIDALGO COUNTY, TEXAS.

THE PROPERTY DESCRIBED IN THIS METES AND BOUNDS MAY BE SUBJECT TO THE SUBDIVISION REGULATIONS OF THE COUNTY OF HIDALGO AND/OR ORDINANCES OR GOVERNMENTAL REGULATIONS OF THE CITY IN WHICH THE PROPERTY MAY BE LOCATED OR HOLDING EXTRA TERRITORIAL JURISDICTION.

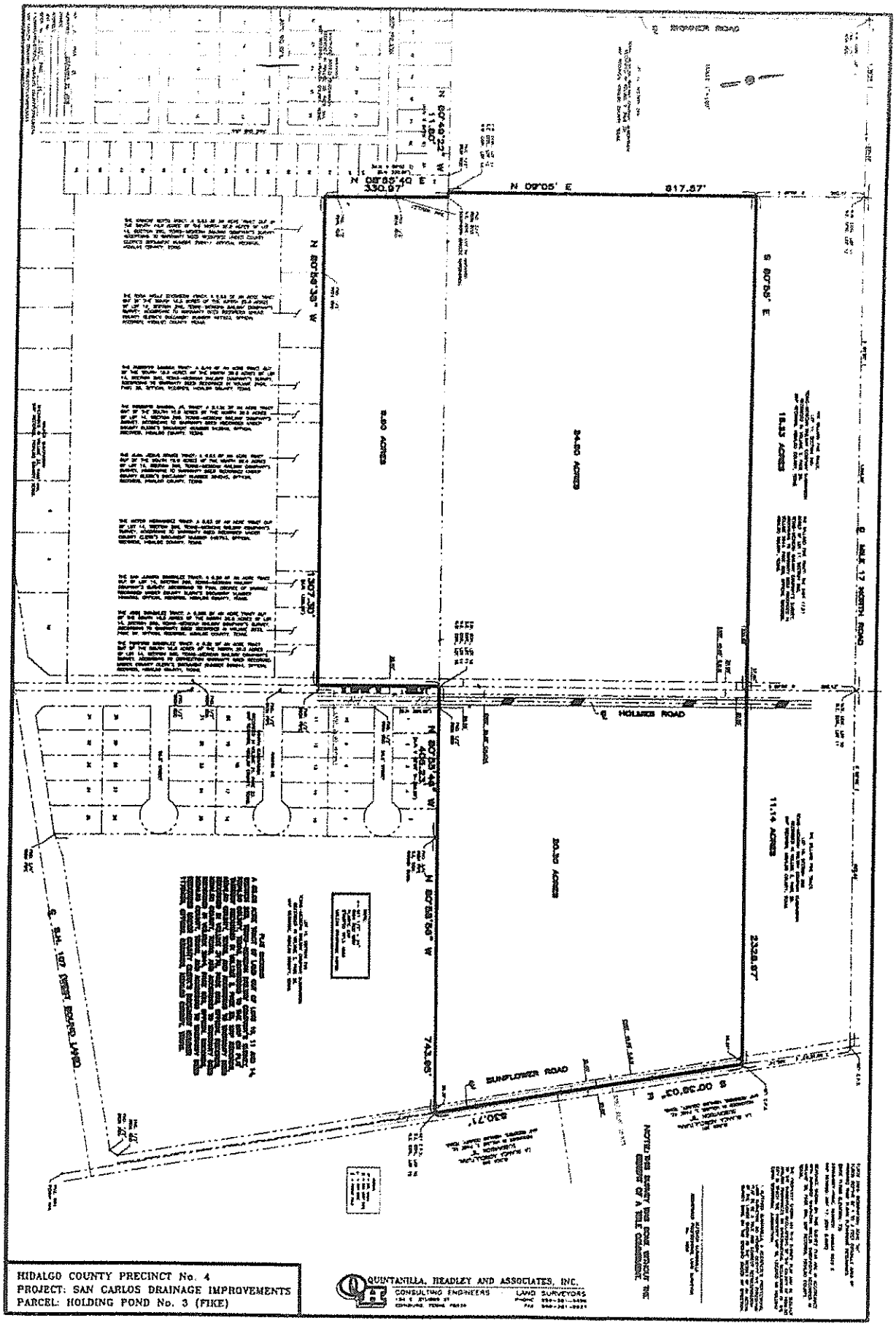
I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THE ABOVE METES AND BOUNDS TO BE TRUE AND CORRECT, AND TO BE THE REPRESENTATION AND RESULT OF AN ACTUAL SURVEY DONE ON THE GROUND UNDER MY DIRECTION.

DATE PREPARED: January 6, 2009

ALFONSO QUINTANILLA
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4856

STATE OF TEXAS
REGISTERED
ALFONSO QUINTANILLA
4856
PROFESSIONAL
LAND SURVEYOR

EXHIBIT
"A"
1 of 2



HIDALGO COUNTY PRECINCT No. 4
PROJECT: SAN CARLOS DRAINAGE IMPROVEMENTS
PARCEL: HOLDING POND No. 3 (FIKE)

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS
LAND SURVEYORS

AI-14076 **18.B.**

Authorization of Payment

CC REGULAR

Date:	02/24/2009
Submitted By:	Angela Garcia, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Right of Way

Information

CAPTION

Authorization to correct issuance of manual check for Earnest Money Deposit to Sierra Title in the amount of $1,000.00 and not Valley Land & Title as stated and approved by Court on 1/17/09 (18.76 acre tract -San Carlos Drainage Project)

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 9-1100-170-00-000-000-0-000

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

BUDGETARY IMPACT:

Check # 299978 is being held for Sierra Title's pending payment.

FISCAL YEAR: **ACCT. #:** 9-1100-170-10-000-000-0-000

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

BUDGETARY IMPACT:

Check # 299977 is being held for Mr. Guerra's pending payment.

Attachments

Link: contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/18/2009 10:17 AM	APRV
2	Dale Kennan	Dale Kennan	02/19/2009 09:18 AM	APRV
3	Auditor's Office		02/20/2009 05:33 PM	NEW

Form Started By: Angela Garcia Started On: 02/18/2009 08:50 AM

Final Approval Date: 02/20/2009

EARNEST MONEY CONTRACT
(Unimproved Property

Seller:	Rolando R. Guerra
Purchaser:	County of Hidalgo, Texas
Escrow Agent:	Sierra Title Company of Hidalgo County, Inc. 3401 North 10th Street McAllen, Texas 78501
Title Company:	Sierra Title Company of Hidalgo County, Inc. 3401 North 10th Street McAllen, Texas 78501

Seller agrees to sell to Purchaser, who agrees to purchase, the property described in this Contract upon the following terms and conditions.

ARTICLE I

THE PROPERTY

The property is that certain tract of real property located in Hidalgo County, Texas, (the "Property"), and more particularly described on Exhibit "A", attached hereto, together with any rights and appurtenances pertaining to the Property, including any right, title and interest of Seller in and to adjacent streets, alleys and rights-of-way.

ARTICLE II

PURCHASE PRICE

2.1 The total purchase price ("Purchase Price") for the Property shall be the sum of TWO HUNDRED FORTY-THREE THOUSAND SIX HUNDRED NINETY-EIGHT AND NO/100THS DOLLARS ($243,698.00), payable in cash at Closing.

2.2 On execution of this Contract, Purchaser shall deposit with the Escrow Agent the sum of $1,000.00 as Earnest Money to bind this sale. The Earnest Money shall be deposited by the Escrow Agent in an interest bearing account until the date of Closing, at which time it and the interest earned thereon shall be returned to Purchaser provided Purchaser is not default hereunder. In the event of Purchaser's default, the Earnest Money shall be disposed of as hereinafter provided.

2.3 Termination Option. For nominal consideration, the receipt of which is hereby acknowledged by Seller, and Purchaser's agreement to pay Seller One Hundred Dollars ($100.00) (Option Fee) within 2 days after the effective date of this Contract, Seller grants Purchaser the unrestricted right to terminate this Contract by giving notice of termination

to Seller within Sixty (60) days after the Effective Date of the Feasibility Study as contained in Article V of this contract such effective date being the same date of Sellers written notice as required in Article V of this contract. If Purchaser gives notice of termination within the time prescribed, the Option Fee will not be refunded; however, any earnest money will be refunded to Purchaser. The Option will be credited to the Sales Price at closing. **Time is of the essence for this paragraph and strict compliance with the time for performance is required.**

ARTICLE III

REPRESENTATIONS AND WARRANTIES

3.1 Seller represents to Purchaser as follows, with respect to the Property:

A. There are no pending condemnation proceedings or special assessments of any nature affecting any part of the Property, and Seller has received no notice that any such proceedings or assessments are contemplated.

B. Seller has received no notice of any action, claim, suit, proceeding or investigation, pending or threatened against Seller affecting any portion of the Property.

C. There are no attachments, executions or assignments for the benefit of creditors, or voluntary or involuntary proceedings in bankruptcy pending, contemplated or threatened against Seller or the Property.

D. Seller has paid all local taxes that have been assessed against Seller or the Property.

E. Seller has disclosed to Purchaser all known environmental conditions affecting the Property.

F. Seller will permit the Purchaser and its environmental consultants to enter upon the Property during normal business hours to conduct environmental study(s) and assessments to determine the environmental condition of the Property.

G. Seller will permit Purchaser and its environmental consultant(s) to have access to books and records of the Seller, if any, relating to the environmental condition of the Property.

H. There are no actions, suits, claims, assessments, or proceedings pending or, to the knowledge of Seller, threatened that could materially adversely affect the ownership, operation, or maintenance of the Property or Seller's ability to perform hereunder.

I. There are no leases or other agreements in effect relating to the surface estate of the real property described on Exhibit "A" attached hereto.

J. Seller shall immediately notify Purchaser of any material change in respect of the Property or any information heretofore or hereafter furnished to Purchaser in respect of the Property.

3.2 This Contract is contingent upon and subject to the conditions that, as of the date of Closing there shall not have been any material error, variance or misstatement in the representations or material breach in the warranties made by Seller in this Contract. If, prior to Closing, Purchaser discovers that one or more of the representations of Seller herein are materially untrue or inaccurate, or if any part or all of the Property fails to pass any inspection of any governmental entity, Purchaser shall have the option of (i) terminating this Contract and receiving the Earnest Money, or (ii) waiving all or a part of the conditions in writing and closing the sales transaction in accordance with the terms and provisions of this Contract.

3.3 Purchaser represents and warrants to Seller, which representations and warranties shall survive Closing, that Purchaser has the authority to purchase the Property, make the representations contained herein and to perform all terms and conditions required of Purchaser herein.

ARTICLE IV

TITLE

4.1 Within ten (10) days from the date of this Contract, Seller shall, at Seller's sole expense, cause to be furnished to Purchaser a current Commitment for Owner Policy of Title Insurance ("the Title Binder") issued by Title Company, describing the Property, naming Purchaser as the prospective insured and showing as the policy amount the total purchase price for the Property. The Title Binder shall commit the Title Company to issue an Owner Policy of Title Insurance guaranteeing Purchaser's title to the Property to be good and indefeasible.

4.2 At the same time that Seller causes the Title Binder to be furnished to Purchaser, Seller shall also cause to be delivered to Purchaser true copies of all recorded instruments referred to in the Title Binder as conditions or exceptions to title to the Property.

ARTICLE V

FEASIBILITY STUDY

So long as this Contract is in effect and Purchaser is not in default hereunder, Purchaser shall have thirty (30) days following the date of this Contract for Purchaser or its representatives to enter upon the Property for the purpose of inspecting the Property and any improvements thereon and conducting engineering studies (e.g., platting, utility cost and availability, sewer, drainage and road and street improvements), improvements inspections, architectural drawings regarding placement of improvements on the Property, environmental studies, of the Property and any improvements thereon, soil and subsoil tests, including the drilling of test holes and examining permits, legal requirements for operation of the Property, reviewing reasonable restrictions on the Property by Seller in order to determine the suitability of the Property for Purchaser's use, and such other tests or studies that Purchaser deems advisable. If any such test, study inspection, information or architectural drawing, in Purchaser's sole opinion, shall reveal that the Property is unsuitable or undesirable for Purchaser's use, then Purchaser may terminate this Contract without further liability, in which event Purchaser shall receive back the Earnest Money. However, Purchaser shall not permit any liens to attach to the Property by reason of the exercise of this right of inspection or study, nor shall Purchaser interfere with the rights of any party then in possession of the Property. All entry on the land prior to closing shall be at Purchaser's risk.

ARTICLE VI

CLOSING

6.1 Closing shall be held within thirty (30) days following the date of the expiration of the Feasibility Study described in Article VI hereof at the office of Sierra Title Company of Hidalgo County, Inc., McAllen, Texas at the time as may be agreed upon by the parties.

6.2 At the Closing Seller shall deliver to Purchaser the following:

A. A General Warranty Deed duly executed and in recordable form conveying fee simple title to the Property to Purchaser free and clear of all liens and encumbrances, except Permitted Encumbrances as defined in Section 5.2, above.

B. An Owner's Policy of Title Insurance issued by the Title Company in the amount of the purchase price insuring good and indefeasible title to the Property in Purchaser. The Policy shall be in the form prescribed by the State Board of Insurance of Texas and shall contain only those exceptions which constitute Permitted Encumbrances. The standard survey exception shall be deleted except as to shortages in area.

C. Tax Certificates from all taxing authorities showing no delinquent taxes against the Property.

D. Possession of the Property.

6.3 At the Closing, Purchaser shall deliver to Seller a certified or cashier's check for the amount of the Purchase Price.

ARTICLE VII

ADJUSTMENTS AND EXPENSES

7.1 Real estate taxes for the year of Closing are to be adjusted and prorated as of the date of Closing. In the event that actual tax figures for the year of Closing are not available at Closing, an estimated proration of taxes shall be made on the basis of the tax rate for the preceding year applied to the latest assessed valuation. Purchaser shall pay any and all rollback taxes resulting from a change of use by Purchaser following date of Closing. If Seller's change in use of the Property prior to closing or denial of a special use valuation on the Property claimed by Seller results in assessments for periods prior to closing, the assessments will be the obligation of Seller. Obligations imposed by this paragraph will survive closing.

7.2 Purchaser shall pay costs of recording instruments presented by the Seller, the survey and its own attorney's fees. The cost of the Owner Policy of Title Insurance, tax certificates and Seller's attorney's fees shall be paid by Seller.

ARTICLE VIII

DEFAULT

If Purchaser fails to comply with the obligations as set out in this Agreement, Seller may terminate this Contract and receive the Earnest Money as liquidated damages. If Seller fails to comply herewith for any reason, Purchaser may terminate this Contract and receive the Earnest Money as Purchaser's sole remedy, thereby releasing Seller from this Contract or enforce specific performance.

ARTICLE IX

ATTORNEY'S FEES

Any signatory to this Contract who is the prevailing party in any legal proceeding against any other signatory brought under or with relation to this Contract or transaction, shall be additionally entitled to recover Court costs and reasonable attorneys' fees from the non-prevailing party.

ARTICLE X

CONDEMNATION AND CASUALTY LOSS

10.1 If prior to the Closing all or any substantial portion of the Property is condemned, either party shall have the right to terminate this Contract upon giving written notice to the other party within ten (10) days of the date Seller notifies Purchaser in writing of such condemnation. In the event of such termination, Purchaser shall be entitled to the return of the Earnest Money. If neither party elects to terminate this Contract, then the Closing shall take place, as herein provided, without abatement of the purchase price and Seller shall assign to Purchaser at the Closing, all interest of Seller in any condemnation awards which may be payable to Seller as a result of the condemnation. If less than a substantial portion of the Property is condemned, neither party may terminate this Contract but all interest of Seller in any condemnation proceeds shall be assigned by Seller to Purchaser at the Closing.

10.2 A substantial portion is defined to be either five percent (5%) or more in value of the Property.

10.3 Casualty Loss. If any part of the Property is damaged or destroyed by fire or other casualty after the effective date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Purchaser may (a) terminate this contract and the earnest money will be refunded to Purchaser (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.

ARTICLE XI

LIENS AND TAXES

11.1 The existence of any other liens or encumbrances which secure an obligation to pay money shall not be objections to title provided that properly executed instruments in recordable form necessary to satisfy the same are delivered to Purchaser at the Closing, together with recording or filing fees, and such liens or encumbrances may be paid out of the cash consideration, if any, paid by Purchaser at the Closing. Purchaser, if request is made within a reasonable time prior to the date of Closing, agrees to provide at the Closing separate certified checks, as requested, aggregating the balance of the purchase price, to facilitate the satisfaction of any such liens or encumbrances.

11.2 Unpaid federal or state inheritance tax which is a lien against the Property shall be no objection to title, provided Seller at Closing agrees to provide at the Closing separate certified checks, as requested, aggregating the balance of the purchase price, to facilitate the satisfaction of any such liens or encumbrances.

ARTICLE XII

ASSIGNMENT

12.1 This Contract may not be assigned by Purchaser without Seller's prior written consent.

ARTICLE XIII

SURVIVAL

13.1 Any representations, warranties or covenants of the parties, as well as any rights and benefits of the parties, shall survive the Closing and not be merged therein.

ARTICLE XIV

MISCELLANEOUS

14.1 Time shall be of the essence of this Contract.

14.2 This Contract and all of the terms, provisions and covenants contained herein shall apply to, be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns.

14.3 The captions used in connection with the paragraphs in this Contract are for convenience only and are not intended in any way to amplify or limit the meaning of the language contained in this Contract, or be used in interpreting the meanings and provisions of this Contract.

14.4 This Contract shall be construed and interpreted under the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

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

14.6 All notices, demands or requests required or permitted under this Contract shall be in writing, and shall be deemed to have been properly given, whether or not actually received, when the same have been deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the appropriate party at the address given for such party at the beginning of this Contract.

14.7 This Contract contains the entire agreement between the parties and supersedes all prior agreements and understandings between the parties concerning the Property, and it shall not be amended, modified, supplemented or changed in any way except by written agreement of the parties.

14.8 Seller agrees to indemnify and hold harmless Purchaser from any and all costs, expenses or damages resulting from any claims for brokerage fees or other similar form of compensation made by any real estate broker or other person or entity because of the sale of the Property.

14.9 Should either party be in default under any of the terms of this Contract, the non-defaulting party shall so notify the defaulting party in writing and the defaulting party shall have a period of twenty (20) days from the receipt of such notice to cure the default.

14.10 In addition to the acts recited in this Contract to be performed by Seller and Purchaser, the parties hereto agree to perform or cause to be performed at the Closing or after the Closing, any and all such further acts as may be reasonably necessary to consummate transactions contemplated hereby.

14.11 In the event that this Contract or any provision hereof is construed or determined to be ambiguous by any Court of Law, then in that event the parties agree that each through its attorney has contributed to the preparation of this Contract and have jointly written or composed the clauses herein contained; and neither party hereto should be given any advantage over the other under the laws of construction of instruments based upon the authorship hereof.

14.12 The Earnest Money is deposited with Escrow Agent with the understanding that Escrow Agent (i) does not assume or have any liability for performance or nonperformance of any party; (ii) has the right to require the receipt, release and authorization in writing of all parties before paying the Earnest Money to any party; and (iii) is not liable for interest or other charge on the funds held. If any party unreasonably fails to agree in writing to an appropriate release of Earnest Money, then such party shall be liable to the other parties as provided in Article IX. At Closing, Earnest Money plus interest accrued thereon shall be applied to any cash down payment required, next to Purchaser's closing costs and any excess refunded to Purchaser.

14.13 If Seller is not a foreign person, as defined in the Federal Foreign Investment in Real Property Tax Act of 1980 and the 1984 Tax Reform Act, as amended (the Federal Tax Law), then at the Closing, Seller will deliver to Purchaser a certificate so stating, in a form complying with the Federal Tax law. If Seller is a foreign person or if Seller fails to deliver the required certificate at the Closing, then in either such event the funding to Seller, at the Closing, will be adjusted to the extent required to comply with the withholding provisions of the Federal Tax law; and although the amount withheld will still be paid at the Closing by Purchaser, it will be retained by the Title Company as Escrow Agent (the reasonable fees of which shall be paid by Seller at the Closing) for delivery to the Internal Revenue Service together with the appropriate Federal Tax law forwarding forms, and with copies being provided both to Seller and to Purchaser.

14.14 If Seller has not executed and delivered this Earnest Money Contract to Purchaser on or before _____, 2009, Purchaser's offer to purchase the Property shall automatically terminate and this Earnest Money Contract shall be of no further force and effect.

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

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

If to Seller: Rolando R. Guerra
P. O. Box 598
La Blanca, Texas 78558-0598

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.

The date of this Contract is the _____day of January, 2009 (the "Effective Date").

SELLER:

ROLANDO R. GUERRA

PURCHASER:

By: Juan de Dios (J. D.) Salinas, III
Hidalgo County Judge

ATTEST:

Arturo Guarjardo, Hidalgo County Clerk

Receipt of a fully executed Contract and $1,000.00 earnest money in the form of a check are hereby acknowledged this ____ day of _____, 2009 at _____, _____.M.

ESCROW AGENT:

Sierra Title Company of Hidalgo County, Inc.

By:_____

Seller and Purchaser designate the following named attorneys to represent their respective interest herein:

PURCHASER'S ATTORNEY:
Atlas & Hall, L.L.P.
Attn: Stephen L. Crain
818 Pecan
McAllen, Texas 78501
(956) 682-5501 Telephone
(956) 686-6109 Facsimile

SELLER'S ATTORNEY:

EXHIBIT "A"

METES AND BOUNDS

HIDALGO COUNTY PRECINCT No.4
PROJECT: SAN CARLOS DRAINAGE IMPROVEMENTS
PARCEL: HOLDING POND No.1 (GUERRA'S)

AN 18.76 ACRE TRACT OF LAND OUT OF LOT 15, SECTION 260, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 29, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN VOLUME 2574, PAGE 640, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A COTTON PICKER SPINDLE SET IN THE CENTERLINE OF SUNFLOWER ROAD FOR THE NORTHEAST CORNER OF LOT 15 AND THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 00°38'03"E, ALONG THE EAST LINE OF LOT 15, A DISTANCE OF 985.51 FEET TO A POINT WITHIN THE RIGHT OF WAY OF STATE HIGHWAY 107 FOR THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; S 89°36'27"W (DEED RECORD: S 89°37'W), WITHIN THE RIGHT OF WAY OF STATE HIGHWAY 107, A DISTANCE OF 921.58 FEET TO A POINT FOR THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 09°01'04"E (MAP RECORD: N 09°05'E), A DISTANCE OF 50.69 FEET TO A POINT WITHIN THE RIGHT OF WAY OF STATE HIGHWAY 107 FOR THE SOUTHWEST CORNER OF THE STATE OF TEXAS TRACT (A 1.254 ACRE TRACT OF LAND OUT OF THE EAST 20.0 ACRES NORTH OF HIGHWAY 107 OUT OF LOT 15, SECTION 260, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, ACCORDING TO DEED RECORDED IN VOLUME 1095, PAGE 612, DEED RECORDS, HIDALGO COUNTY, TEXAS) AND AN EXTERIOR CORNER OF THIS TRACT.

THENCE; N 89°36'48"E, ALONG THE SOUTH LINE OF THE STATE OF TEXAS TRACT AND WITHIN THE RIGHT OF WAY OF STATE HIGHWAY 107, A DISTANCE OF 889.14 FEET TO A POINT FOR THE SOUTHEAST CORNER OF SAID TRACT AND AN INTERIOR CORNER OF THIS TRACT.

THENCE; N 00°26'56"W, ALONG THE EAST LINE OF THE STATE OF TEXAS TRACT, A DISTANCE OF 82.00 FEET TO A 1/2" IRON ROD FOUND FOR THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF STATE HIGHWAY 107 AND THE WEST RIGHT OF WAY LINE OF SUNFLOWER ROAD, FOR THE NORTHEAST CORNER OF SAID TRACT AND AN INTERIOR CORNER OF THIS TRACT.

THENCE; S 44°42'25"W, ALONG THE NORTH RIGHT OF WAY LINE OF STATE HIGHWAY 107 AND THE NORTH LINE OF THE STATE OF TEXAS TRACT, A DISTANCE OF 28.52 FEET TO 1/2" IRON ROD FOUND FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; S 89°33'04"W, ALONG THE NORTH RIGHT OF WAY LINE OF STATE HIGHWAY 107 AND THE NORTH LINE OF THE STATE OF TEXAS TRACT, A DISTANCE OF 787.06 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; S 82°35'42"W, ALONG THE NORTH RIGHT OF WAY LINE OF STATE HIGHWAY 107 AND THE NORTH LINE OF THE STATE OF TEXAS TRACT, A DISTANCE OF 73.73 FEET TO A 3/4" IRON PIPE FOUND FOR THE SOUTHEAST CORNER OF RANKIN SUBDIVISION (RECORDED IN VOLUME 21, PAGE 23, MAP RECORDS, HIDALGO COUNTY, TEXAS), THE NORTHWEST CORNER OF THE STATE OF TEXAS TRACT AND AN EXTERIOR CORNER OF THIS TRACT.

THENCE; N 09°01'04"E (MAP RECORD: N 09°05'E), ALONG THE EAST LINE OF RANKIN SUBDIVISION, A DISTANCE OF 1,018.84 FEET TO A 3/4" IRON PIPE FOUND ON THE NORTH LINE OF LOT 15 FOR THE NORTHEAST CORNER OF RANKIN SUBDIVISION AND THE NORTHWEST CORNER OF THIS TRACT.

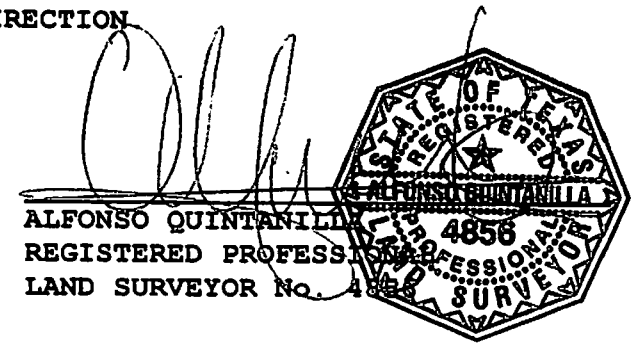
THENCE; S 80°58'56"E (MAP RECORD: S 80°55'E), ALONG THE NORTH LINE OF LOT 15, PASSING A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET AT 723.67 FEET FOR THE WEST RIGHT OF WAY LINE OF SUNFLOWER ROAD, A TOTAL DISTANCE OF 743.95 FEET TO THE POINT OF BEGINNING AND CONTAINING 18.76 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH RANKIN SUBDIVISION, RECORDED IN VOLUME 21, PAGE 23, MAP RECORDS, HIDALGO COUNTY, TEXAS.

THE PROPERTY DESCRIBED IN THIS METES AND BOUNDS MAY BE SUBJECT TO THE SUBDIVISION REGULATIONS OF THE COUNTY OF HIDALGO AND/OR ORDINANCES OR GOVERNMENTAL REGULATIONS OF THE CITY IN WHICH THE PROPERTY MAY BE LOCATED OR HOLDING EXTRA TERRITORIAL JURISDICTION.

I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THE ABOVE METES AND BOUNDS TO BE TRUE AND CORRECT, AND TO BE THE REPRESENTATION AND RESULT OF AN ACTUAL SURVEY DONE ON THE GROUND UNDER MY DIRECTION.

DATE PREPARED: January 15, 2009



ALFONSO QUINTANILLA
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4856

AI-14131 **18.C.**

Additional Right of Way- 3 Mile Line Road Project

CC REGULAR

Date:	02/24/2009
Submitted By:	Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For:	Joe Pena
Department:	RIGHT OF WAY DEPT.
Agenda Category:	Right of Way

Information

CAPTION

Authorization for surveys, metes & bounds, title reports, appraisals and acquisition of additional right of way for the 3 Mile Line Road Project Limits: Approximately 2.5 Miles between Tom Gill Road and FM 2221 - Jara Chinas Road.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1200-431-00-260-001-0-711

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

BUDGETARY IMPACT:

Available $600,000.00 as of 2/19/09.

Attachments

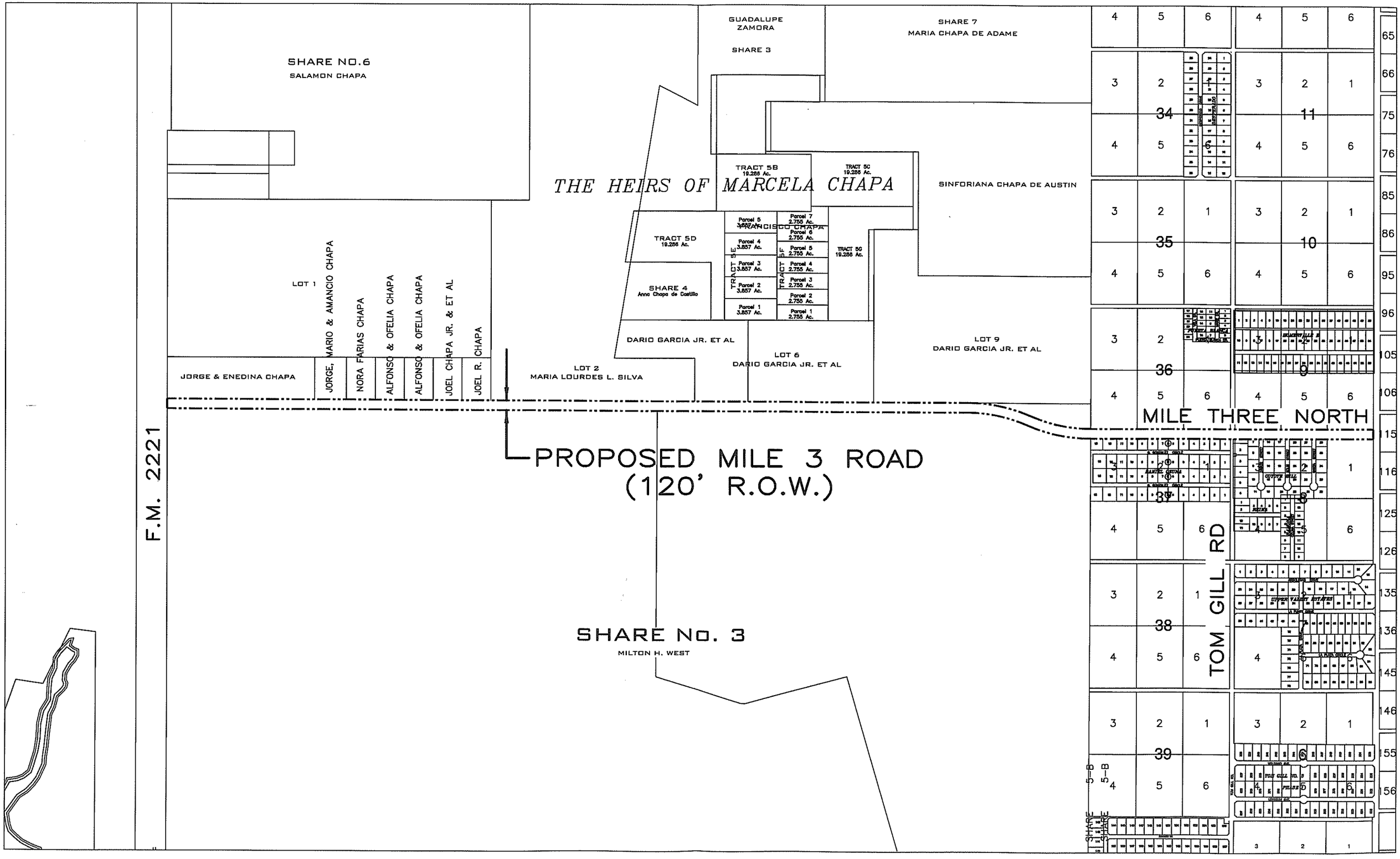
Link: location map

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/19/2009 08:24 AM	APRV
2	Dale Kennan	Dale Kennan	02/19/2009 04:30 PM	APRV
3	Auditor's Office		02/20/2009 05:33 PM	NEW

Form Started By: Sandra Garcia — Started On: 02/18/2009 04:52 PM

Final Approval Date: 02/20/2009


SHARE NO.6
SALAMON CHAPA
GUADALUPE ZAMORA
SHARE 3
SHARE 7
MARIA CHAPA DE ADAME
THE HEIRS OF MARCELA CHAPA
TRACT 5B 19.286 Ac.
TRACT 5C 19.286 Ac.
SINFORIANA CHAPA DE AUSTIN
TRACT 5D 19.286 Ac.
TRACT 5E
TRACT 5F
TRACT 5G 19.286 Ac.
Parcel 5 3.857 Ac.
Parcel 4 3.857 Ac.
Parcel 3 3.857 Ac.
Parcel 2 3.857 Ac.
Parcel 1 3.857 Ac.
Parcel 7 2.755 Ac.
Parcel 6 2.755 Ac.
Parcel 5 2.755 Ac.
Parcel 4 2.755 Ac.
Parcel 3 2.755 Ac.
Parcel 2 2.755 Ac.
Parcel 1 2.755 Ac.
FRANCISCO CHAPA
SHARE 4
Anna Chapa de Castillo
LOT 1
JORGE & ENEDINA CHAPA
JORGE, MARIO & AMANCIO CHAPA
NORA FARIAS CHAPA
ALFONSO & OFELIA CHAPA
ALFONSO & OFELIA CHAPA
JOEL CHAPA JR. & ET AL
JOEL R. CHAPA
DARIO GARCIA JR. ET AL
LOT 2
MARIA LOURDES L. SILVA
LOT 6
DARIO GARCIA JR. ET AL
LOT 9
DARIO GARCIA JR. ET AL
F.M. 2221
PROPOSED MILE 3 ROAD
(120' R.O.W.)
SHARE No. 3
MILTON H. WEST
MILE THREE NORTH
TOM GILL RD

AI-14100 **19.A.**

Request from Auditors' to pay invoices as claims

CC REGULAR

Date: 02/24/2009
Submitted By: Yolanda Cisneros, COMM. PCT. #2
Submitted For: Yolanda Cisneros
Department: COMM. PCT. #2
Agenda Category: Precinct #2

Information

CAPTION

Presentation for discussion, consideration, acceptance and approval of the following claims/invoices with authority for Hidalgo County Treasurer to issue payment after it has been reviewed, audited and processing procedures completed by the Hidalgo County Auditor's Office.

VENDOR NAME	P. O. #	Inv. #	Inv. Date	Inv. Amount
Hanson Pipe & Precast, Inc	596609	10141488	10/07/2008	$2,770.77
Valley Outdoor Power Equipment	612857	67067	12/17/2008	$864.23
Valley Outdoor Power Equipment	612857	67068	12/17/2008	$390.00

BACKGROUND

Hanson- had provided a quote good only for 30 days in which P.O. was given at that time; purchase was not made until October when material was needed.

Valley Outdoor Power Equipment - P.O. Increase is included and additional labor and services were needed.

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 9-1202-431-00-122-006-0-731
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance in account is $78,912.03 and PO# 596609 has $5,245.60 (as of 2/19/09) to pay pending invoice from Hanson.

FISCAL YEAR: **ACCT. #:** 9-1212-452-00-122-008-0-432
FUNDS AVAILABLE Y/N?: Pending **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance in account is $2,063.90 and PO# 612857 has $967.81 available (as of 2/19/09) to pay pending invoices from Valley Outdoor Power Equip. A PO increase is needed to facilitate payment.

Attachments

Link: m drive

Link: m drive

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/18/2009 03:22 PM	APRV
2	Dale Kennan	Dale Kennan	02/19/2009 11:43 AM	APRV
3	Auditor's Office		02/20/2009 05:33 PM	NEW

Form Started By: Yolanda Cisneros

Started On: 02/18/2009 01:41 PM

Final Approval Date: 02/20/2009

INVOICE

Hanson

Remit To:
P.O. Box 730498 DALLAS TX 75373-0498

Ship To:
(TX) MC COLL RD PROJECT
MC COLL & WHALEN RD
MCALLEN TX 78501

Bill To:
HIDALGO CO PRECT #2
301 E STATE
PHARR TX 78577
United States

Invoice Date	Page Number
07-OCT-08	1 of 1
Invoice Number	
10141488	
Sales Contract	Customer Number
10084115	00032698
Customer Order	
596609	

Date	Plant	BOL No	Description	Qty	Unit	Unit price	Extended Price
06-OCT-08	568	243976	30 GASKET				
			30" RUBBER GASKET (3/4"X638CC)	9	EACH	.00	.00
			STRUCTURE TOTAL				.00
06-OCT-08	568	243976	30 RG CL3				
			P~R~030''~SGL~CL~3~B~WALL~096''	72	LINEAR FEET	35.55	2,559.60
			STRUCTURE TOTAL				2,559.60
06-OCT-08	568	243976	LUBE				
			3.5 LBS PIPE LUBE	1	EACH	.00	.00
			STRUCTURE TOTAL				.00
			MATERIAL SUB-TOTAL				2,559.60

596609
8-1202-431-00-122-006-0-731
Req# 124000

Term: 30 NET

Total Qty	82	Sales Tax:	211.17

Take Discount of	IF PAID ON OR BEFORE MO	DAY	AMOUNT DUE
.00	11	06	2,770.77 Invoice Currency USD

INVOICE RECEIVED BY:
ON 10/14/08

GOODS/SERVICES RECEIVED BY:
Ricardo Cuellar ON 10/07/08

Hanson

HANSON PIPE & PRECAST, INC.
300 E. John Carpenter Freeway
IRVING 75062 TX
(972)653-5500

BILL OF LADING

Bill of Lading: 243976

06-OCT-08 Page: 1 of 2

568-LA FERIA PIPE
1300 N. RABB ROAD
LA FERIA TX 78559-4625
United States

Ship Date: 06-OCT-2008
Truck: 31
Load Slip: 1036168

Order: 10084115
PO: 596609
Mileage: 30

Plant Contact:

Fax:

Customer Contact:

Customer: 00032698
HIDALGO CO PRECT #2
301 E STATE
PHARR TX 78577 HIDALGO
United States

Ship To:
HIDALGO CO PRECT #2
(TX) MC COLL RD PROJECT
MC COLL & WHALEN RD
MCALLEN TX 78501 HIDALGO
United States

(210)787-1297

Quantity	Description	Piece	Weight	Unit
30	GASKET			
9	EA 30" RUBBER GASKET (3/4"X638CC) .		11.56	LBS
30	RG CL3			
9	EA P~R~030''~SGL~CL~3~B~WALL~096''		31896.00	LBS
LUBE				
1	EA 3.5 LBS PIPE LUBE		25.00	LBS

Total Quantity: 19

Total Weight: 15.97 TON

The property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned and destined as indicated below, which said the company(the word company being understood throughout this contact as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its own road or its own water line, otherwise, to deliver to another carrier in the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed here under shall be subject to all the conditions not prohibited by law, whether printed or written, herein contained. Including the conditions on back hereof, which are hereby agreed to by the shippers and accepted for himself and his assigns. (Mail or street Address of Consignee - for purposes of Notification ONLY)

Shipper Per R C Trucking

* If the shipment moves between two ports by carrier by water, the law requires that the Bill of Lading shall state whether it is carrier's or shipper's weight.
NOTE-where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property specifically stated by the shipper to be not exceeding.

Received from
PROJECT HOWARD
the above Material in Good Order

Date

By

Please write any exceptions or remarks

Hanson

HANSON PIPE & PRECAST, INC.
300 E. John Carpenter Freeway
IRVING 75062 TX
(972)653-5500

BILL OF LADING

Bill of Lading: 243976

1. **PRICE:** Unless otherwise stated, all processing, manufacturing, severance, gross receipts, use and/or sales taxes, either now in effect or becoming effective after date of this contract, shall be added to the invoice and paid by the Purchaser, except when otherwise provided by law.

For all tax exempt sales the exemption certificate shall be attached and returned with signed contract to the Seller. Prices are quoted on truckload quantities delivered to jobsite on weekdays during regular working hours. Unless otherwise stated, it is understood that the prices quoted on products are contingent on the sale of quantities quoted.

RECEIPTED BILL OF LADING SHALL BE BINDING UNLESS IMMEDIATELY DISPUTED.

2. **NOTICE OF ASSIGNMENT OF ACCOUNT AND TERMS OF PAYMENT:** Seller's right to receive payments under this contract has been assigned to Hanson Pipe & Precast, Inc., DEPT. 0776, P.O. Box 120001, Dallas, TX 75312-0776. All accounts are payable in current funds to Hanson Pipe & Precast, Inc. at such address in Dallas, Texas. Payments on account by the Purchaser may, at the option of Hanson Pipe & Precast, Inc. be applied on the oldest unpaid items of account in order of original date.

Discounts will be allowed only if the Purchaser owes no past due accounts for any product heretofore sold by Hanson Pipe & Precast, Inc. its affiliates or subsidiaries.

Accounts are payable gross upon expiration of discount period. Interest will be charged on all past due accounts at the maximum legal rate allowed by law in the State where the Contract is consummated. In the event the collection of any unpaid balance is placed in the hands of attorneys, Purchaser shall pay reasonable attorney fees and costs of collection. If, at any time, the financial responsibility of the Purchaser is impaired or unsatisfactory to the Seller, the Seller shall have the right to cancel orders, discontinue shipments, require payments in advance and/or require other satisfactory security to guarantee that invoices will be paid promptly when due.

3. **DELIVERY:** Jobs quoted for truck delivery at point-of-use are based on delivery of products in truckload quantities as near the desired location on the job as is accessible. The location shall be deemed inaccessible if the truck cannot proceed with the full load and under its own power without damage to the truck or driver.

The quoted delivery is based upon using our normal and customary equipment and personnel. In the event this procedure conflicts with any existing situation at or near the desired terminus-of-delivery, the Purchaser shall receive and become responsible for the products at a delivery location acceptable to our normal procedure.

The Purchaser shall furnish a representative on the job while receiving truck delivery to direct unloading and sign Bill of Lading.

The Purchaser agrees to discharge trucks in accordance with applicable tariff(s) in affect at the time of shipment.

In order to insure availability and satisfactory delivery service if applicable, the Purchaser agrees to give reasonable notice to Seller prior to delivery.

4. **SHIPMENTS:** All shipments shall be unloaded in their entirety at the designated delivery or unloading point, and no shipment is to be partially unloaded at one point and the remainder elsewhere. All shipments, rail and truck, are subject to all applicable tariff regulations.

Claims for damages in transit must be noted on Bill of Lading, or they will not be considered.

The Seller shall have the right to ship from other than the designated point of origin without the change of quoted price.

5. **CONTINGENCIES:** All quotations and agreements are subject to the contingencies of and delays in production and delivery. Seller will not be responsible for delays resulting from fire, flood, strikes, lockouts, difference with workmen, accidents, war, insurrection, delays in transportation, equipment failure, shortage of cars, trucks, fuel or products governmental interface or regulation, acts of God or any other contingencies beyond Seller's control.

6. **WARRANTY:** THE FOLLOWING IS IN LIEU OF ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND OF ANY OTHER OBLIGATION ON THE PART OF THE SELLER.

Seller warrants that at the time of delivery, the quality of products and workmanship of Seller's product delivered under this contract shall conform to the requirements of the specifications set forth in the Sales Contract, or to Seller's standard manufacturing practice if specifications have not been agreed upon with the Buyer.

7. **SPECIFICATIONS:** The specifications of the product sold under this contract are stated on the face of the Sales Contract/Bill of Lading.

8. **REMEDIES AND DAMAGES:** If the products furnished by Seller fail to conform, at time of delivery, to Seller's warranty, Seller's sole and exclusive liability shall be to repair, replace f.o.b our plant with full freight allowed to the jobsite, or upon mutual agreement to credit Purchaser's account for defective products. If repair or replacement is made, Seller shall have a reasonable time to make such repair or replacement. Notice of defective products must be given to Seller immediately upon discovery of the defect. Notwithstanding the foregoing, final notice of any defect hereunder must be given within thirty (30) days from date of delivery.

IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSSES OR EXPENSES DIRECTLY OR INDIRECTLY ARISING FROM THE SALE, HANDLING OR USE OF THE PRODUCTS OR FROM ANY OTHER CAUSE OR BREACH HEREOF, INCLUDING BUT NOT LIMITED TO BREACH OF WARRANTY OR NEGLIGENCE.

9. **PURCHASER'S WARRANTIES:** No warranties express or implied, or representations made by the Purchaser to any person, firm or organization with respect to the products furnished under this contract shall in any manner enlarge the Seller's warranty contained herein and Purchaser shall indemnify and hold Seller and its affiliated subsidiary companies harmless against and with respect to all damage costs, expenses, claims and liabilities arising out of any such warranty or representation made by the Purchaser.

10. **LEGAL ACTION:** No legal action shall be brought by the Purchaser against the Seller for any claim with respect to any products furnished under this contract more than one year after delivery of such products to the Purchaser. It is agreed that any cause of action with respect to such products shall accrue on the date of delivery of such products.

11. **TITLE:** Title transfers upon delivery, and Purchaser is then responsible for proper protection, lighting, placement, blocking or chocking, compliance with all regulations and ordinances, and will indemnify and defend Seller against all claims for personal injuries or property damage arising from said products.

12. **INSPECTION:** Any charges incurred for testing after the initial inspection or test made by or on behalf of Purchaser to determine compliance with specifications shall be paid by Purchaser. Purchaser agrees to permit Seller to receive a copy of all laboratory tests from laboratory at no expense to Seller.

13. **GENERAL:** Products other than normal design are for Purchaser's account. In the event any provision of this Sales Contract is held to be unenforceable by any court of competent jurisdiction, the remaining provisions hereof shall remain in full force and effect.

No waiver of condition of sale shall be implied from any failure by Seller to exercise same. This instrument supersedes all previous quotations and/or contracts on this sale. Sale and delivery of the listed products are made subject solely to the terms and conditions herein stated notwithstanding any contrary provisions on purchase orders subsequently received by the Seller. Additional or different terms or any attempt by Purchaser to vary in any degree any of the terms of the sales contract shall be deemed products and shall be rejected. Purchaser will sign and return this instrument to Seller. UNLESS THIS INSTRUMENT IS RETURNED, APPROVED OR REJECTED, TO SELLER WITHIN TEN (10) DAYS FROM RECEIPT, THE CONTRACT WILL BE CONSIDERED ACCEPTED BY PURCHASER.

The property described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned and destined as indicated below, which said the company(the word company being understood throughout this contact as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its own road or its own water line, otherwise, to deliver to another carrier in the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed here under shall be subject to all the conditions not prohibited by law, whether printed or wricten, herein contained. Including the conditions on back hereof, which are hereby agreed to by the shippers and accepted for himself and his assigns. (Mail or street Address of Consignee - for purposes of Notification ONLY)

Shipper Per R C Trucking

* If the shipment moves between two ports by carrier by water, the law requires that the Bill of Lading shall state whether it is carrier's or shipper's weight.
NOTE-where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property specifically stated by the shipper to be not exceeding.

Received from
PROJECT HOWARD
the above Material in Good Order

Date	By

Please write any exceptions or remarks

Hanson Pipe & Precast, Inc.

La Feria Sales Office

La Feria, Texas 78559

Phone (956) 797-3227 Fax (956) 797-3130

Project : Mccall Rd. Project

Location: Mcallen Tx.

Letting Date: 1/13/2009

Hidalgo Co. Pct. # 2
Att: Mary

Bid Item	Approx.	Unit	Description	UNIT PRICE
	72	LF	30" RCP RG Cl-3	$ 35.55 LF

Accepted this _____ day of _____ 20___,
upon the terms and conditions contained on both sides hereof.

Firm: _____

By: _____

Title: _____

Purchaser

Terms

Net 30 Days from Date of Invoice. Unit Prices Prevail

This quotation good for 30 days only unless stated otherwise on quote

Respectfully Submitted,

By: *Reynaldo Flores*

Date: 1/13/2009

RECEIVED
Yolie Jackson
JAN 13 09
Hidalgo County
PRECINCT #2

COUNTY of HIDALGO

EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2802 South Highway 281
Edinburg, Texas 78539-3587
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBPAGE: http://www.hidalgocountyauditor.org
E-MAIL: hidalgoauditors@countyofhidalgo.org

MAILING ADDRESS:
HIDALGO COUNTY AUDITOR'S OFFICE
P. O. BOX 689
EDINBURG, TEXAS 78540-0689

OFFICE OF THE COUNTY AUDITOR

NOTICE OF DISCREPANCY AND/OR ADVISORY DATE: 12/22/2008

TO : YOLANDA CISNEROS DEPT: PCT#2

FROM: LUPITA GARZA/ACCOUNTS PAYABLE SPECIALIST II PHONE: (956) 318-2511 EXT 4630

REFERENCE: HANSON INVOICE#10141488

THE FOLLOWING DOCUMENT (S), i.e. IS/ARE BEING RETURNED, BECAUSE OF THE REASON (S) INDICATED BELOW AND REQUIRES YOUR IMMEDIATE ATTENTION. CORRECTIVE ACTION IS NECESSARY IN ORDER FOR MY OFFICE TO PERFORM ITS DUTIES ACCORDING TO STATUTES, POLICIES, FEDERAL REGULATIONS, AND ACCOUNTING STANDARDS.

PAYMENT (S) OF CLAIMS RELATED TO THIS DOCUMENT (S) WILL BE MADE AS SOON AS POSSIBLE AFTER CORRECTIVE ACTIONS HAS BEEN TAKEN AND THE CORRECTED AND PROPER DOCUMENTATION HAS BEEN SUBMITTED/RESUBMITTED TO THE AUDITOR'S OFFICE WITH SUFFICIENT TIME FOR THE AUDITOR TO EXAMINE AND APPROVE BEFORE THE NEXT SCHEDULED MEETING OF THE HIDALGO COUNTY COMMISSIONERS COURT, AS PER LOCAL GOVERNMENT CODE 113.064.

[] EXPENDITURE INCURRED BEFORE PURCHASE ORDER ISSUED – PLEASE FOLLOW PROPER CLAIMS PROCEDURES

[ ] PURCHASE ORDER NUMBER IS INCONSISTENT WITH INVOICE

[ ] AMOUNT BILLED DOES NOT MATCH THE PURCHASE ORDER AMOUNT

[ ] VENDOR ON PURCHASE ORDER DOES NOT MATCH INVOICE

[] INSUFFICIENT DOCUMENTATION TO PROCESS PAYMENT

[ ] SIGNATURE OR DATE NOT PRESENT

[ ] SYSTEM SHOWS INVOICE PAID

[ ] INSUFFICIENT FUNDING IN ACCOUNT _____ AVAILABLE _____

[] NEED APPROVAL OF: DEPARTMENT HEAD

[] NEEDS COMPLIANCE WITH PURCHASING POLICY/STATUTES/CONTRACTS (SEE COMMENTS):

[ ] NEEDS CORRECTION (S):

[X] OTHER: SENDING ORIGINAL INVOICE

RECEIVED
Yoli Cisneros
DEC 30 08
Hidalgo County
PRECINCT #2

[X] COMMENTS/RECOMMENDATION: Yolanda, the unit price on this invoice is different then the purchase order #596609 unit price. I have attached a copy of the written quote from vendor. Need to ask vendor why the price is different. And need to contract purchasing department to see how this invoice needs to be handled. Thank you

Lupita

as per Rey in Hanson the quote is from 1/2008 and quote is good for 30 days, as per Rey pipe went up in price and he faxed me a quote of the pi price on october 2008

HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ, JR. JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 389TH D.C. | AIDA SALINAS FLORES JUDGE, 398TH D.C. | THOMAS P. WINGATE JUDGE, 430TH D.C. | DANIEL G. RIOS JUDGE, 449TH D.C.

Hanson Pipe & Precast, Inc.

La Feria Sales Office
P.O. Box 1905
La Feria, Texas 78559
Phone (956) 797-3227 Fax (956) 797-3130

Project : Hidalgo Co. Pct. # 2

Location: Pharr Tx. Att: Rocky

Letting Date: 12/14/2007

Bid Item	Approx.	Unit	Description	UNIT PRICE	
	332	LF	30" RCP R-4 Cl-3 – R.J.	$ 25.50 LF	8466.00
	36~~2~~4	LF	30" RCP R-4 Cl-4 – R.J.	$29.30 LF	10,665.20

Rubber gasket Concrete

Accepted this _____ day of _____ 20____,
upon the terms and conditions contained on both sides hereof.
Firm: _____
By: _____
Title: _____
Purchaser

Terms
Net 30 Days from Date of Invoice. Unit Prices Prevail
This quotation good for 30 days only unless stated otherwise on quote
Respectfully Submitted,
By: Reynaldo Flores
Date: 12/14/2007

HIDALGO COUNTY
Precinct No. 2

Request: Price Quotations

Reg 124000

VENDOR #1 Name: Rio Valley Pipe Inc Person Contracted: Steve Garza
Phone #: (956) 584-5770

Item#	Quantity	Description		Amount
	332 LF	RCLHPP class III	27.81 LF	9,232.92
	364 LF	RCLHPP Class IV	30.40 LF	11,065.60
			total	20,298.52

VENDOR #2 Name: Hanson Person Contracted: Rus
Phone #: (956) 605-3721

Item#	Quantity	Description		Amount
	332 LF	RCLHPP Class III	25.50 LF	8466.-
	364 LF	RCLHPP class IV	29.30 LF	10,665.20

total 19,131.20

VENDOR #3 Name: L & R Precast Concrete Works Person Contracted: Micia
Phone #: (956) 583-6293

Item#	Quantity	Description	Amount
		RCLHPP Class III	—
		RCLHPP class IV	
		(Does not have in stock)	

Recommendation:

Requested by: Roger Cantos 12-14-07 Date

Approved by: _____ Date

Form UCA-5

INVOICE

VALLEY OUTDOOR POWER EQUIP-TX
1012 E FERGUSON (FM 495)
PHARR, TX 78577
Phone #: (956)787-0469
Fax #: (956)787-0535

PHONE #: **(956)787-1891**
ALT. #: **(956)787-5631**
FAX #: **(956)787-4683**
P.O.#: **612857**
TERMS: **Net 30**
SALES ORDER#: **1053172**
SALES TYPE#: **Work Order**
TAG #:

DATE: **12/17/2008 1:15:24 PM**
INVOICE #: **67067**
CUSTOMER#: **27377**
CP: **Javier C**
LOCATION: **1**
DELIVERY:
PICK UP:

BILL TO 27377

Hidalgo Cty. Prcnt. No. 2
301 E. State
Pharr, TX 78577

SHIP TO

Hidalgo Cty. Prcnt. No. 2
301 E. State
Pharr, TX 78577

YEAR	MFR	MODEL NUMBER	DESCRIPTION	VIN/SERIAL #	MILEAGE/METER
	ENC	72G33A	72"33HPGENERACGAS	49862	
	GEN	0049470		7672702	

MFR	PRODUCT NUMBER	DESCRIPTION	SOLD	B/O	PRICE	NET	TOTAL
****	FREIGHT	Freight charge	1	0	$50.00	$50.00	$50.00
****	CENTER COST	CENTER COST	1	0	$12.50	$12.50	$12.50
ENC	583294	ACTUATOR MOTOR	1	0	$644.37	$592.82	$592.82
ENC	583107	SPINDLE PULLEY 5-3/4	1	0	$27.81	$25.59	$25.59
ENC	523329	IDLER PULLEY	1	0	$23.01	$21.17	$21.17
ENC	583162	PULLEY, IDLER 6"	2	0	$44.20	$40.66	$81.32
ENC	583447	DECK DRIVE PULLEY	1	0	$61.56	$56.64	$56.64
ENC	603023	ROLLER,FRNT	1	0	$17.20	$15.82	$15.82
ENC	100351	BOLT	1	0	$7.59	$6.98	$6.98
ENC	104261	NUT	1	0	$1.51	$1.39	$1.39

RECEIVED 27
COUNTY AUDITOR
08 DEC 53

Thank you for your business!
All Sales Final
No Refunds or Exchanges
No Refunds or exchanges on special orders regardless of waiting period

SUBTOTAL:	$864.23
TAX:	$0.00
INVOICE TOTAL:	$864.23
AMOUNT DUE:	$864.23

INVOICE RECEIVED BY: _____ ON 12/19/08
GOODS/SERVICES RECEIVED BY: Jose Angel Ibarra ON 12/17/08

PLEASE PAY FROM THIS COPY

612857
8-1212-452-00-122-008-0-432
REQ. #142528

Picked Up By: Jose Angel Ibarra

I N V O I C E

VALLEY OUTDOOR POWER EQUIP-TX
1012 E FERGUSON (FM 495)
PHARR, TX 78577
Phone #: (956)787-0469
Fax #: (956)787-0535

PHONE #: **(956)787-1891**
ALT. #: **(956)787-5631**
FAX #: **(956)787-4683**
P.O.#: **612857**
TERMS: **Net 30**
SALES ORDER#: **1060311**
SALES TYPE#: **Sales**

DATE: **12/17/2008 1:19:25 PM**
INVOICE #: **67068**
CUSTOMER#: **27377**
CP: **Javier C**
LOCATION: **1**
DELIVERY:
PICK UP:

BILL TO 27377

Hidalgo Cty. Prcnt. No. 2
301 E. State
Pharr, TX 78577

SHIP TO

Hidalgo Cty. Prcnt. No. 2
301 E. State
Pharr, TX 78577

MFR	PRODUCT NUMBER	DESCRIPTION	SOLD	B/O	PRICE	NET	TOTAL
****	LABOR	Labor IN REFRENCE TO INVOICE#67067	6	0	$65.00	$65.00	$390.00

Thank you for your business!
All Sales Final
No Refunds or Exchanges
No Refunds or exchanges on special orders regardless of waiting period

SUBTOTAL:	$390.00
TAX:	$0.00
INVOICE TOTAL:	$390.00
AMOUNT DUE:	$390.00

INVOICE RECEIVED BY: _____ ON 12/19/08
GOODS/SERVICES RECEIVED BY: _____ ON 12/17/08

PLEASE PAY FROM THIS COPY

612857
8-1212-452-00-122-008-0-432
REQ. #142528

Picked Up By: _____

Purchase Order

COUNTY OF HIDALGO

PO#: 612857

DATE: 11/14/08

VENDOR: 132799 REQ:00142528
Email:
Phone:(956)787-0469
VALLEY OUTDOOR POWER EQUIPMENT, INC.
1012 E FERGUSON (FM495)
PHARR TX 78577
Vendor Acct:

BUYER: YJACKSON
SHIP TO: HIDALGO CO. PCT 2
301 E. STATE
PHARR TX 78577
CONTACT:
SITE: HIDALGO CO. PCT 2

Special Instructions: REQ.#00115
Contract No:

VENDOR NOTES

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

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		PARKS DEPARTMENT		
4	BOOK	LABOR	65.00	260.00
1	EACH	COMPLETE MOTOR ACTUATOR	592.82	592.82
2	EACH	FLAT IDLER PULLEY	40.66	81.32
1	EACH	IDLER PULLEY	21.17	21.17
1	EACH	CENTER COST	12.50	12.50
		PARTS AND LABOR FOR ZERO TURN LAWN MOWER #77		
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
			Total	967.81

****
For Hidalgo County use only
8-1212-452-00-122-008-0-432 967.81

Approved _____

RECEIVED
NOV 17 2008
HIDALGO COUNTY
AUDITOR'S
OFFICE

Authorized by: Martha L. Salazar

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
County Administration Building
2808 S. Business Hwy 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

MAILING ADDRESS:
HIDALGO COUNTY AUDITOR'S OFFICE
P. O. BOX 689
EDINBURG, TEXAS 78540-0689

OFFICE OF THE COUNTY AUDITOR

NOTICE OF DISCREPANCY AND/OR ADVISORY **DATE: 1-27-2009**

TO: YOLI CISNEROS **DEPARTMENT: PCT 2**

FROM: TONY HERNANDEZ **PHONE: (956) 318-2511 ext 4629**

REFERENCE: VALLEY OUTDOOR POWER EQUIPMENT INV#67067, 67068 PO#612857

THE FOLLOWING DOCUMENT (S), i.e. ***ORIGINAL INVOICE*** IS/ARE BEING RETURNED, BECAUSE OF THE REASON (S) INDICATED BELOW AND REQUIRES YOUR IMMEDIATE ATTENTION. CORRECTIVE ACTION IS NECESSARY IN ORDER FOR MY OFFICE TO PERFORM ITS DUTIES ACCORDING TO STATUTES, POLICIES, FEDERAL REGULATIONS, AND ACCOUNTING STANDARDS.

PAYMENT (S) OF CLAIMS RELATED TO THIS DOCUMENT (S) WILL BE MADE AS SOON AS POSSIBLE AFTER CORRECTIVE ACTIONS HAS BEEN TAKEN AND THE CORRECTED AND PROPER DOCUMENTATION HAS BEEN SUBMITTED/RESUBMITTED TO THE AUDITOR'S OFFICE WITH SUFFICIENT TIME FOR THE AUDITOR TO EXAMINE AND APPROVE BEFORE THE NEXT SCHEDULED MEETING OF THE HIDALGO COUNTY COMMISSIONERS COURT, AS PER LOCAL GOVERNMENT CODE 113.064.

[ ] EXPENDITURE INCURRED BEFORE PURCHASE ORDER ISSUED – PLEASE FOLLOW PROPER CLAIMS PROCEDURES

[ ] PURCHASE ORDER NUMBER IS INCONSISTENT WITH INVOICE

[ ] AMOUNT BILLED DOES NOT MATCH THE PURCHASE ORDER AMOUNT

[ ] VENDOR ON PURCHASE ORDER DOES NOT MATCH INVOICE

[ ] INSUFFICIENT DOCUMENTATION TO PROCESS PAYMENT

[ ] SIGNATURE OR DATE NOT PRESENT

[ ] SYSTEM SHOWS INVOICE PAID

[X] INSUFFICIENT FUNDING IN PURCHASE ORDER ACCOUNT # 612857 AVAILABLE $ 967.81

[ ] NEEDS APPROVAL OF:

[ ] NEEDS COMPLIANCE WITH PURCHASING POLICY/STATUTES/CONTRACTS (SEE COMMENTS):

[ ] NEEDS CORRECTION (S):

[ ] NEEDS ADDITIONAL DOCUMENTATION i.e.:

[ ] OTHER:

[X] COMMENTS / RECOMMENDATION: PRICE DIFFERENCE IS 23% DUE TO DIFFERENCE IN HOURS WORK ON INVOICE AND PURCHASE ORDER. PLEASE CONTACT PURCHASING FOR CLAIMS PROCEDURES.

COUNTY AUDITOR'S FORM: RE-CA-020
REVISED: 01/2007

THE COUNTY OF HIDALGO TEXAS

HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ, JR. JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 389TH D.C. | AIDA SALINAS FLORES JUDGE, 398TH D.C. | ISRAEL RAMON, JR. JUDGE, 430TH D.C. | JESSE CONTRERAS JUDGE, 449TH D.C.

PURCHASE ORDER INCREASE
COUNTY OF HIDALGO

Department: Hidalgo County Precinct #2
Contact Name: Yoli Cisneros
Telephone # (956) 787-1891

Purchase Order Number: 612857
Increase # 01 for this Purchase Order
Procurement Method:

- ❑ Contract # _____
- ❑ Cooperative Awarded Vendor (TBPC State Award, TCPN, TASB-Buyboard)
- ❑ Quotes over $1,000.00 (verbal quotes)
- ❑ Quotes over $5,000.00 (attach written quotes)

TO: Vendor Number: 132799
Vendor Name: Valley Outdoor Power Equipt.
Address: 1012 E. Ferguson (FM 495)
Pharr, Texas 78577

Increase Purchase Order for the following items:

Quantity	UOM	Description	Unit Price	Amount
		Amount of Original Purchase Order		$967.81
1	Each	Additional 2 hours of Labor required	$65.00	$130.00
1	Each	Additional repair parts needed for the repairs	$106.42	106.42
1	Each	Freight Cost	50.00	50.00
		AFTER APPROVAL PLEASE SEND COPY TO AUDITORS' OFFICE TONY HERNANDEZ		
		Amount of Increase Request		$286.42
		TOTAL AMOUNT		***$1,254.23***

Account Number: ***9-1212-452-00-122-008-0-432***

Reason: Increase needed to pay 2008 invoice.

Authorization: _____ 2/18/2009
Department Head — Date

Reviewed by: _____ _____
Purchasing Department — Date

Approved By: _____ _____
Purchasing Agent — Date

Approved By: _____ _____
Hidalgo County Auditor — Date

AI-14163 **20.A.**

Approval to pay Appriss Invoice - Vine Grant
CC REGULAR

Date: 02/24/2009
Submitted By: Manuel Chapa, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Category: Budget and Management

Information

CAPTION

Approval to pay Invoice# 1107-08-109 from Appriss in the amount of $30,108.00 for VINE Maintenance Fee after Auditor's review and processing procedures are completed.

BACKGROUND

VINE Grant.
VINE Maintenance Fee September 1 , 2008 thru August 31 , 2009.
Inv# 1107-08-109 PO# 613878

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1283-415-00-200-005-9-336
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

PO#613878 available balance as of 2-20-09 $30,108.00
Funding available as of 2-20-09.

Attachments

Link: Invoice

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/20/2009 03:13 PM	APRV
2	Veronica Lopez	Veronica Lopez	02/20/2009 03:33 PM	APRV
3	Auditor's Office		02/20/2009 05:33 PM	NEW

Form Started By: Manuel Chapa — Started On: 02/20/2009 11:43 AM

Final Approval Date: 02/20/2009

Appriss
Technology to serve and protect

10401 Linn Station Road
Louisville, KY 40223-3842
www.appriss.com
502-561-8463
502-815-0301 (fax)

Hidalgo County
Attn: Norma Garcia
100 East Cano, 3rd Floor
Edinburg, TX 78539

Invoice No.	Date
1107-08-109	9/01/08

Description	Amount
TX VINE Automated Victim Notification Services	
VINE Maintenance Fee September 1, 2008 thru August 31, 2009	$ 30,108.00
Note: For assistance in receiving the Grant funding for this invoice, please contact the OAG at (512) 936-2913.	
TOTAL DUE:	**$30,108.00**
Contractor's Federal Tax Identification # **61-1371324**	TXHIDALGO 24001 - $30,108.00

ALL INVOICES ARE DUE UPON RECEIPT. PLEASE REMIT PAYMENT TO:

APPRISS, INC.
ATTN: ACCTS RECEIVABLE
10401 LINN STATION ROAD, SUITE 200
LOUISVILLE, KY 40223-3842

AI-14021 **20.B.1.**

Pct #2 BCAP Transfer

CC REGULAR

Date:	02/24/2009
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	Colonia Access Program Purchasing only: CAP

Information

CAPTION

Border Colonia Access Program:
Approval of 2009 interdepartmental transfer from within Border Colonia Access Program (1311) from various programs to various programs in the total amount of $7,000.00 to help fund the future salary of BCAP Precinct 2 Coordinator.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 9 ACCT. #: 9-1311-431-00-122-XXX-X-XXX

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

BUDGETARY IMPACT:

Funding available for transfer as of 02/13/09.

Attachments

Link: Pct 2 BCAP Interdepartmental

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Dale Kennan	Dale Kennan	02/13/2009 01:01 PM	APRV
2	Budget & Management	Veronica Lopez	02/13/2009 01:21 PM	APRV
3	Dale Kennan	Dale Kennan	02/13/2009 01:34 PM	APRV
4	Auditor's Office		02/20/2009 05:33 PM	NEW

Form Started By: Marcie Jackson Started On: 02/13/2009 09:58 AM

Final Approval Date: 02/20/2009

DATE: February 13, 2009

2009
Transfer

DEPARTMENT HEAD: Agapito Vargas

DEPARTMENT NAME: Border Colonia Access Program for BCAP-Precinct 2 (1311)

ACCOUNT NUMBER: 9-1311-431-00-122-XXX-X-XXX

Contact: Marcie Jackson **Ph#:** 787-1891 Ext. 2010

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
9-1311-431-00-122-580-1-841	PCT 2-RSW UNIT #1-AID TO GOVT AGENCY	$ (1,000.00)
9-1311-431-00-122-605-1-841	PCT 2-RED BARN-AID TO GOVT AGENCY	$ (1,000.00)
9-1311-431-00-122-240-1-841	PCT 2-EL CHARRO #2-AID TO GOVT AGENCY	$ (1,000.00)
9-1311-431-00-122-252-0-841	PCT 2-ELDORA GARDENS-AID TO GOVT AGENCY	$ (1,000.00)
9-1311-431-00-122-484-1-841	PCT 2-MORNING SUN-AID TO GOVT AGENCY	$ (1,000.00)
9-1311-431-00-122-740-0-733	PCT 2-TINY ACRES-DRAINAGE DITCHES	$ (1,000.00)
9-1311-431-00-122-767-1-733	PCT 2-VAL BAR ESTATES-DRAINAGE DITCHES	$ (1,000.00)
9-1311-431-00-122-580-1-312	PCT 2-RSW UNIT #1-INDIRECT COST	$ 1,000.00
9-1311-431-00-122-605-1-312	PCT 2-RED BARN-INDIRECT COST	$ 1,000.00
9-1311-431-00-122-240-1-312	PCT 2-EL CHARRO #2-INDIRECT COST	$ 1,000.00
9-1311-431-00-122-252-0-312	PCT 2-ELDORA GARDENS-INDIRECT COST	$ 1,000.00
9-1311-431-00-122-484-1-312	PCT 2-MORNING SUN-INDIRECT COST	$ 1,000.00
9-1311-431-00-122-740-0-312	PCT 2-TINY ACRES-INDIRECT COST	$ 1,000.00
9-1311-431-00-122-767-1-312	PCT 2-VAL BAR ESTATES-INDIRECT COST	$ 1,000.00
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:
Transfer is to fund salary of BCAP Precinct 2 Coordinator.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-14167 **20.B.2.**

1302 Transfer to Precinct 2

CC REGULAR

Date:	02/24/2009
Submitted By:	Sergio Cruz, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

Tax Notes, Series 2007 (1302):
Approval of 2009 interdepartmental transfer from various accounts to Precinct 2 in the total amount of $2,912.90 for purchase of waste enforcement vehicles.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1302-4XX-00-XXX-0XX-0-7XX

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

BUDGETARY IMPACT:

Available balances as of 02/20/09.
Please see attached Expenditure Summary

Attachments

Link: Exp Summ

Link: TRANSFER

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Roland Garcia	Rolando Garcia	02/20/2009 03:31 PM	APRV
2	Budget & Management	Veronica Lopez	02/20/2009 03:35 PM	APRV
3	Veronica Lopez	Veronica Lopez	02/20/2009 05:05 PM	APRV
4	Auditor's Office		02/20/2009 05:33 PM	NEW

Form Started By: Sergio Cruz — Started On: 02/20/2009 01:55 PM

Final Approval Date: 02/20/2009

Hidalgo County

Expenditure Summary Report

Standard Report Format

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1302 TAX NOTES, SERIES 2007							
9-1302-412-00-200-009-0-667	TAX NOTES,2007-COMN INTGR JUST SYS-MINOR	5,963.00	.00	.00	.00	5,963.00	.00
9-1302-412-00-200-009-0-747	TAX NOTES,2007-COMN INTGR JUST SYS-SOFTW	3,230,430.53	.00	.00	.00	3,230,430.53	.00
9-1302-413-00-220-034-0-720	TAX NOTES,2007-NEW GOVT BLDG-BUILDINGS	.00	49,218.75	.00	.00	-49,218.75	.00
9-1302-421-00-280-040-0-741	TAX NOTES,2007-SHERIFF-VEHICLES	350.00	.00	.00	.00	350.00	.00
9-1302-421-00-295-006-0-741	TAX NOTES,2007-CONST PCT5-VEHICLES	.02	.00	.00	.00	.02	.00
9-1302-423-00-280-036-0-719	TAX NOTES,2007-SHRF SUBSTATION PCT1-LAND	898.38	.00	.00	.00	898.38	.00
9-1302-431-00-121-051-0-741	TAX NOTES,2007-PCT1-VEHICLES	202,222.00	80,812.00	121,140.00	121,140.00	270.00	99.87
9-1302-431-00-122-033-0-741	TAX NOTES,2007-PCT2-VEHICLES	205,000.00	.00	.00	.00	205,000.00	.00
9-1302-431-00-123-047-0-741	TAX NOTES,2007-PCT3-VEHICLES	207,778.00	179,422.00	28,356.00	28,356.00	.00	100.00
9-1302-431-00-124-037-0-741	TAX NOTES,2007-PCT4-VEHICLES	205,000.00	203,719.00	.00	.00	1,281.00	99.38
9-1302-451-22-123-068-0-720	TAX NOTES,2007-ADMIN PCT3&PAVILLION-BLDG	935,372.00	934,881.40	490.60	490.60	.00	100.00
9-1302-466-00-122-022-0-720	TAX NOTES,2007-PCT2 CRC S.TOWER-BUILDING	113.50	.00	.00	.00	113.50	.00
1302 TAX NOTES, SERIES 2007		**4,993,127.43**	**1,448,053.15**	**149,986.60**	**149,986.60**	**3,395,087.68**	**32.00**
9 YEAR		**4,993,127.43**	**1,448,053.15**	**149,986.60**	**149,986.60**	**3,395,087.68**	**32.00**

DATE: February 20, 2009

2009
Transfer

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Department of Budget & Management for Tax Notes, 2007 Pct#2 Vehicles

AI-

ACCOUNT NUMBER: 9-1302-4XX-00-XXX-0XX-0-7XX

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

Contact: Rolando Garcia
Ph#: 292-7025 Ext. 5761

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
9-1302-421-00-280-040-0-741	TAX NOTES,2007-SHERIFF-VEHICLES	(350.00)
9-1302-421-00-295-006-0-741	TAX NOTES,2007-CONST PCT5-VEHICLES	($0.02)
9-1302-423-00-280-036-0-719	TAX NOTES,2007-SHRF SUBSTATION PCT1-LAND	($898.38)
9-1302-431-00-121-051-0-741	TAX NOTES,2007-PCT1-VEHICLES	($270.00)
9-1302-431-00-124-037-0-741	TAX NOTES,2007-PCT4-VEHICLES	($1,281.00)
9-1302-466-00-122-022-0-720	TAX NOTES,2007-PCT2 CRC S.TOWER-BUILDING	(113.50)
9-1302-432-00-122-037-0-741	TAX NOTES,2007-PCT2-VEHICLES	2,912.90
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-14168 **20.B.3**

Vehicle Replacement Program Transfer - Interdept. Transfer
CC REGULAR

Date: 02/24/2009
Submitted By: Sergio Cruz, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT

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

Information

CAPTION

Vehicle Replacement Program (1100):
1. Approval of 2009 interdepartmental transfer from County Wide Vehicle Replacement (program 076) to County Wide Administration (program 002) in the amount of $106,826.50.
2. Approval of 2009 interdepartmental transfer from County Wide Administration to Constable Precinct #4 in the amount of $71,497.96 for purchase of replacement vehicles.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-415-00-115-076-0-741
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

9-1100-415-00-115-076-0-741-->9-1100-415-00-115-002-0-899 $106,826.50
Available amount as of 02/20/09; $106,826.50

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-415-00-115-002-0-899
FUNDS AVAILABLE Y/N?: Y/pending **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

9-1100-415-00-115-002-0-899-->9-1100-421-00-294-001-0-741 $71,497.96
Amount available Pending this agenda item AI-14168 (Part 1 $106,826.50)

Attachments

Link: Interdept trnsfr a
Link: Interdept trnsfr b

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Roland Garcia	Rolando Garcia	02/20/2009 03:31 PM	APRV
2	Budget & Management	Veronica Lopez	02/20/2009 03:36 PM	APRV
3	Manuel Chapa	Manuel Chapa	02/20/2009 04:35 PM	APRV
4	Auditor's Office		02/20/2009 05:33 PM	NEW

Form Started By: Sergio Cruz Started On: 02/20/2009 02:04 PM

Final Approval Date: 02/20/2009

3.

DATE: February 20, 2009

2009
Transfer

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Department of Budget & Management for CO WIDE ADM-CONTINGENCY

AI-

ACCOUNT NUMBER: 9-1100-415-00-115-0XX-0-XXX

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

Contact: Rolando Garcia
Ph#: 292-7025 Ext. 5761

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
9-1100-415-00-115-076-0-741	CO WIDE ADM VEHICLE REPLACEMENT-VEHICLES	(106,826.50)
9-1100-415-00-115-002-0-899	CO WIDE ADM-CONTINGENCY	$106,826.50
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:
Transfer need to fund Vehicle Replacement Program Purchases for Constable Pct#4

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

DATE: February 20, 2009

2009
Transfer

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Department of Budget & Management for CONSTABLE PCT.4

AI-

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

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

Contact: Rolando Garcia
Ph#: 292-7025 Ext. 5761

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
9-1100-415-00-115-002-0-899	CO WIDE ADM-CONTINGENCY	(71,497.96)
9-1100-421-00-294-001-0-741	CONSTABLE PCT.4-VEHICLES	$71,497.96
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:
Transfer need to fund Vehicle Replacement Program Purchases for Constable Pct#4

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-13977 **20.C.1.**

Approval of Appropriation of Certificates of Obligation Series 2009

CC REGULAR

Date:	02/24/2009
Submitted By:	Sergio Cruz, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

Certificate of Obligations Series 2009 - Pct 1, Pct 2, Pct 3, Pct 4 (1339):
Approval of Appropriation of Certificates of Obligation Series 2009 proceed funds.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Manuel Chapa	Manuel Chapa	02/20/2009 02:34 PM	APRV
2	Budget & Management	Veronica Lopez	02/20/2009 03:11 PM	APRV
3	Ivan Cantu	Ivan Cantu	02/20/2009 03:27 PM	APRV
4	Auditor's Office		02/20/2009 05:33 PM	NEW
Form Started By: Sergio Cruz			Started On: 02/11/2009 04:42 PM	
Final Approval Date: 02/20/2009				

AI-14166 **20.C.2.**

Appropriation of Tax Notes, Series 2007 Funds
CC REGULAR

Date: 02/24/2009
Submitted By: Sergio Cruz, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Category: Budget and Management

Information

CAPTION

Tax Notes - Series 2007:
Approval of 2009 appropriation of Tax Notes, Series 2007 funds (1302) to Constable Precinct #3, Constable Precinct #4 and Sanitation Precinct #2 in the total amount of $316,428.14 for purchase of replacement/new vehicles.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1302-4XX-00-XXX-0XX-0-741
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:
Amount available in fund balance as of 02/20/09.

Attachments

Link: APPROPRIATION

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Roland Garcia	Rolando Garcia	02/20/2009 03:31 PM	APRV
2	Budget & Management	Veronica Lopez	02/20/2009 03:35 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	02/20/2009 04:46 PM	APRV
4	Ivan Cantu	Ivan Cantu	02/20/2009 04:52 PM	APRV
5	Auditor's Office		02/20/2009 05:33 PM	NEW

Form Started By: Sergio Cruz — Started On: 02/20/2009 01:37 PM

Final Approval Date: 02/20/2009

DATE: February 20, 2009

2009
Appropriation

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Department of Budget & Management for Constable Precinct #3

AI-14166

ACCOUNT NUMBER: 9-1302-4XX-00-XXX-0XX-0-741

SUBJECT: **Budget Amendments** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Contact: Rolando Garcia
Ph#: 292-7025 Ext. 5761

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 NUMBERS	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
9-1302-421-00-293-011-0-741	TAX NOTES,2007-CONST PCT3-VEHICLES	$ 143,465.72
9-1302-421-00-294-006-0-741	TAX NOTES,2007-CONST PCT4-VEHICLES	$82,030.28
9-1302-432-00-122-037-0-741	TAX NOTES,2007-PCT2-VEHICLES	$90,932.14
	TOTAL BUDGET INCREASE (DECREASE)	**316,428.14**

REASON:
Transfer to cover purchase replacement/new vehicles

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-14172 **20.C.3.**

Appropriations for Val-Mex Drive Project

CC REGULAR

Date:	02/24/2009
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Yolanda Cisneros
Department:	COMM. PCT. #2
Agenda Category:	Precinct #2

Information

CAPTION

Pct.2 R&B (1202):
Approval of 2009 appropriation of funds for Precinct #2 R&B in the amount of $40,000.00 for Val-Mex Drive Project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1202-431-00-122-035-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 02/20/2009 in fund balance.

Attachments

Link: BA- Pct 2 R&B

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/20/2009 04:36 PM	APRV
2	Veronica Lopez	Veronica Lopez	02/20/2009 05:12 PM	APRV
3	Auditor's Office		02/20/2009 05:33 PM	NEW

Form Started By: Yolanda Cisneros Started On: 02/20/2009 03:48 PM

Final Approval Date: 02/20/2009

DATE: Februay 19, 2009

2009
Appropriation

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No.2

ACCOUNT NUMBER: 9-1202-431-00-100-122-035-0-XXX Val-

Contact Person: Yoli Cisneros, Administrative Assistant II **Ph#: 956-787-1891 Ext. 2002**

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
841	Aid to governmental agencies	$40,000.00
	TOTAL BUDGET INCREASE (DECREASE)	$ 40,000.00

REASON: This appropriation is needed for the construction material testing to start Val-Mex Drive Project.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-14177 **20.C.4.**

Appropriation for Drain Improvements Projects
CC REGULAR

Date:	02/24/2009
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Yolanda Cisneros
Department:	COMM. PCT. #2
Agenda Category:	Precinct #2

Information

CAPTION

Pct. #2 R&B (1202):
Approval of 2009 appropriations fo funds for Precinct #2 Drainage Improvements Projects in the amount of $100,000.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1202-431-00-122-XXX-X-XXX

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

BUDGETARY IMPACT:

Funds available as of 02/20/2009 in fund balance

Attachments

Link: my documents

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/20/2009 04:38 PM	APRV
2	Roland Garcia	Rolando Garcia	02/20/2009 05:18 PM	APRV
3	Auditor's Office		02/20/2009 05:33 PM	NEW

Form Started By: Yolanda Cisneros — Started On: 02/20/2009 04:18 PM

Final Approval Date: 02/20/2009

DATE: February 19, 2009

2009
Appropriation

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No.2

ACCOUNT NUMBER: 9-1202-431-00-122-006-0-XXX
Drainage Improvement Project

Contact Person: Yoli Cisneros, Administrative Assistant II **Ph#: 956-787-1891 Ext. 2002**

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
711	RIGHT OF WAY ACQUIRED	$100,000.00
	TOTAL BUDGET INCREASE (DECREASE)	$ 100,000.00

REASON: This appropriation is needed to for any drain improvements project

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-14176 **20.C.5.**

Appropriation for McColl Road Project

CC REGULAR

Date:	02/24/2009
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Yolanda Cisneros
Department:	COMM. PCT. #2
Agenda Category:	Precinct #2

Information

CAPTION

Pct. #2 R&B (1202):
Approval of 2009 appropriation of funds for Precinct #2 R&B McColl Road in the amount of $50,000.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1202-431-00-122-XXX-X-XXX

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

BUDGETARY IMPACT:

Funds available as of 02/20/2009 in fund balance

Attachments

Link: my documents

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/20/2009 04:39 PM	APRV
2	Roland Garcia	Rolando Garcia	02/20/2009 05:18 PM	APRV
3	Auditor's Office		02/20/2009 05:33 PM	NEW

Form Started By: Yolanda Cisneros — Started On: 02/20/2009 04:15 PM

Final Approval Date: 02/20/2009

DATE: February 20, 2009

2009
Appropriation

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No.2

ACCOUNT NUMBER: 9-1202-431-00-122-028-0-XXX McColl

Contact Person: Yoli Cisneros, Administrative Assistant II **Ph#: 956-787-1891 Ext. 2002**

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
731	ROADS	$50,000.00
	TOTAL BUDGET INCREASE (DECREASE)	$ 50,000.00

REASON: This appropriation is needed to start the construction of the McColl Road Project.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-14175 **20.C.6.**

Appropriation for Road & Bridge

CC REGULAR

Date:	02/24/2009
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Yolanda Cisneros
Department:	COMM. PCT. #2
Agenda Category:	Precinct #2

Information

CAPTION

Pct. #2 R&B (1202):
Approval of 2009 appropriation of funds for Precinct 2 R&B in the amount of $532,000.00.

BACKGROUND

Funds are to help Fund 2 BCAP Work Authorizations and fund any other ongoing projects.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1202-431-00-122-006-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 02/20/2009 in fund balance

Attachments

Link: my documents

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/20/2009 04:37 PM	APRV
2	Rey Salazar	Rey Salazar	02/20/2009 04:57 PM	APRV
3	Auditor's Office		02/20/2009 05:33 PM	NEW

Form Started By: Yolanda Cisneros — Started On: 02/20/2009 04:07 PM

Final Approval Date: 02/20/2009

DATE: February 20, 2009

2009
Appropriation

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No.2

ACCOUNT NUMBER: 9-1202-431-00-122-006-0 XXX R&B

Contact Person: Yoli Cisneros, Administrative Assistant II **Ph#: 956-787-1891 Ext. 2002**

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
734	SUBDIVISION STREETS	$32,000.00
841	AID TO OTHER GOVERNMENTS	$500,000.00
	TOTAL BUDGET INCREASE (DECREASE)	$ 532,000.00

REASON: Appropriation needed for construction staking of BCAP projects of Red Bard WA#7 and El Charro Subdivision WA #8 & to fund any other ongoing projects.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-14173 **20.C.7.**

Appropriation for Tower Road Drainage Project (1202)

CC REGULAR

Date:	02/24/2009
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Yolanda Cisneros
Department:	COMM. PCT. #2
Agenda Category:	Precinct #2

Information

CAPTION

Pct. #2 R&B (1202):
Approval of 2009 appropriation of funds for Precinct #2 R&B in the amount of $15,000.00 for Tower Road Drainage Project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1202-431-00-122-031-0-733

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

BUDGETARY IMPACT:

2009 appropriation of funds in the amount of $15,000.00. Funds available for appropriation as of 02/20/2009.

Attachments

Link: APPROPRIATION

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/20/2009 04:36 PM	APRV
2	Manuel Chapa	Manuel Chapa	02/20/2009 05:15 PM	APRV
3	Auditor's Office		02/20/2009 05:33 PM	NEW

Form Started By: Yolanda Cisneros — Started On: 02/20/2009 03:57 PM

Final Approval Date: 02/20/2009

DATE: Februay 19, 2009

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No.2

ACCOUNT NUMBER: 9-1202-431-00-122-031-0-733 Tower Roa

Contact Person: Yoli Cisneros, Administrative Assistant II **Ph#:** **956-787-1891 Ext. 2002**

2009
Appropriation

SUBJECT: **Budget Amendments** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
9-1202-431-00-122-031-0-733	TOWER RD - DRAINAGE DITCHES	$15,000.00
	TOTAL BUDGET INCREASE (DECREASE)	$ 15,000.00

REASON: This appropriation is needed for the construction material testing to start Tower Road Project.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-14161 **20.C.8.**

Pct. 2 R&B: Appropriation of funds

CC REGULAR

Date:	02/24/2009
Submitted By:	Sylvia Solis, BUDGET & MANAGEMENT
Submitted For:	Sergio Cruz
Department:	BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Purchasing only:** Budget Appropriations

Information

CAPTION

Pct. #2 R&B (1202):
Approval of 2009 appropriation of funds for Precinct 2 R&B in the amount of $5,600.00 to fund Work Authorization #2.

BACKGROUND

Refer to AI-14141 - Work authorization needs to be corrected to reflect obj. 841, due to interlocal agreement with City Of Hidalgo.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1202-XXX-XX-XXX-XXX-X-XXX

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

BUDGETARY IMPACT:

Funds available as of 02/20/09 in fund balance.

Attachments

Link: appropriation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/20/2009 01:31 PM	APRV
2	Rey Salazar	Rey Salazar	02/20/2009 04:26 PM	APRV
3	Auditor's Office		02/20/2009 05:33 PM	NEW

Form Started By: Sylvia Solis Started On: 02/20/2009 10:42 AM

Final Approval Date: 02/20/2009

DATE: February 23, 2009

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: DBM for PCT. 2 R & B

ACCOUNT NUMBER: 9-1202-431-00-122-035-0-731

Contact Person: Sylvia Solis **Ph#** (956) 292-7025 ext. 5423

2009
Appropriation

SUBJECT: **Budget Amendments** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
9-1202-431-00-122-035-0-841	PCT. 2 - Intlcl-Hidalgo-Val-Mex Dr	5,600.00
	TOTAL BUDGET INCREASE (DECREASE)	**5,600.00**

REASON: To appropriate funding in the amount of $5,600.00 to fund Work Authorization #2.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-14157 **20.C.9.**

2009 BA for Pct 2 P/U RD (1202)

CC REGULAR

Date:	02/24/2009
Submitted By:	Dale Kennan, BUDGET & MANAGEMENT
Submitted For:	Precinct 2 R&B (1202)
Department:	BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Purchasing only:** Budget Appropriations

Information

CAPTION

Pct 2 P/U RD (1202):
Approval of 2009 appropriation of funds for Precinct 2 Paved/Unpaved Roads (1202) in the amount of $44,487.67 to fund four (4) Temporary Full-time Maintenance I Slots (T057 through T060). Positions previously approved on CC 12/30/09 item 12.P. (AI-12892).

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 9-1202-431-00-122-006-0-XXX

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

BUDGETARY IMPACT:

To fund various salary and fringes in the total amount of $44,487.67.

Attachments

Link: 2009 BA for Pct 2 R&B (1202)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/20/2009 07:43 AM	APRV
2	Rey Salazar	Rey Salazar	02/20/2009 03:32 PM	APRV
3	Auditor's Office		02/20/2009 05:33 PM	NEW

Form Started By: Dale Kennan Started On: 02/19/2009 05:27 PM

Final Approval Date: 02/20/2009

DATE: February 19, 2009

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Dept. of Budget & Mgmt. for Precinct 2 Paved/ Unpaved Roads (1202)

ACCOUNT NUMBER: 9-1202-431-00-122-006-0-XXX

Contact: Dale Kennan **Ph#:** (956) 292-7025 Ext. 5406

2009
Appropriation

SUBJECT: **Budget Amendments** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
9-1202-431-00-122-006-0-121	PCT.2 P/U RD-SALARIES-TEMP F/T EMPL	39,520.00
9-1202-431-00-122-006-0-220	PCT.2 P/U RD-FICA	3,023.28
9-1202-431-00-122-006-0-250	PCT.2 P/U RD-UNEMPLOYMENT COMP	197.60
9-1202-431-00-122-006-0-260	PCT.2 P/U RD-WORKERS COMP	1,746.79
	TOTAL BUDGET INCREASE (DECREASE)	$ 44,487.67

REASON: To appropriate funding in the amount of $44,487.67 into various salary and fringes to fund 4 Temp F/T Employees (Slots T057 through T060) for Precinct 2.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-14174 **20.C.10.**

Appropriation for Tower Road Project

CC REGULAR

Date: 02/24/2009
Submitted By: Yolanda Cisneros, COMM. PCT. #2
Submitted For: Yolanda Cisneros
Department: COMM. PCT. #2

Information

CAPTION

Pct. #2 R&B (1202):
Approval of 2009 appropriation of funds for Precinct #2 R&B in the amount of $425,000.00 for reconstruction of Tower Road Project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1202-431-00-122-027-0-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funds available as of 02/20/2009 in fund balance.

Attachments

Link: Pct. 2 Appropriation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/20/2009 04:36 PM	APRV
2	Ivan Cantu	Ivan Cantu	02/20/2009 04:51 PM	APRV
3	Auditor's Office		02/20/2009 05:33 PM	NEW

Form Started By: Yolanda Cisneros — Started On: 02/20/2009 04:03 PM

Final Approval Date: 02/20/2009

DATE: February 19, 2009

2009
Appropriation

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No. 2

ACCOUNT NUMBER: 9-1202-431-00-122-027-0-XXX-Tower Rd

Contact Person: Yoli Cisneros **Ph#** (956) 787-1891 ext. 2002

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
9-1202-431-00-122-027-0-711	Tower Rd (Moore-Balli)-	ROW	30,000.00
9-1202-431-00-122-027-0-731	Tower Rd (Moore-Balli)-	Roads	395,000.00
		TOTAL BUDGET INCREASE (DECREASE)	**425,000.00**

REASON: To appropriate funding for the construction of material testing to begin the Towe Rd. Project.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-14170 **20.D.1.**

Request for new positions: (2) two Assistant Deputy Clerks
CC REGULAR

Date:	02/24/2009
Submitted By:	Rosie Cantu, BUDGET & MANAGEMENT
Submitted For:	District Clerk's Office
Department:	BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Purchasing only:** Salary Schedule Changes

Information

CAPTION

District Clerks:
A. Approval to create two (2) regular full-time Assistant Deputy Clerk positions, slots 071 and 072 budgeted at $22,500.00 per year.
B. Approval of revised salary schedule

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-415-00-115-002-0-899

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

BUDGETARY IMPACT:

FUNDING PENDING CC APPROVAL. POSITIONS REQUESTED WILL GENERATE REVENUES DUE TO PASSPORT SERVICES TO BE RENDERED BY THE DISTRICT CLER'KS OFFICE AS DESIGNATED BY THE US SECRETARY OF STATE.

Attachments

Link: Job Description
Link: PAR
Link: Fiscal Note
Link: Revised Salary Schedule

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Rosalinda Cantu (Originator)	Rosie Cantu	02/20/2009 04:39 PM	APRV
2	Budget & Management	Veronica Lopez	02/20/2009 05:06 PM	APRV
3	Ivan Cantu	Ivan Cantu	02/20/2009 05:10 PM	APRV
4	Auditor's Office		02/20/2009 05:33 PM	NEW

Form Started By: Rosie Cantu Started On: 02/20/2009 02:46 PM

Final Approval Date: 02/20/2009

HIDALGO COUNTY
DISTRICT CLERK'S OFFICE

Job Title: Assistant Deputy Clerk **FLSA Status: Non-Exempt**

Dept. Code: 090-001 **Civil Service Status: Exempt**

SECTION I – JOB DESCRIPTION

SUMMARY:
Performs a variety of moderately complex support tasks primarily involving customer service and support/clerical activities which may include: processing inquiries and requests for information; entering and maintaining data; answering telephones; filing and maintaining correspondence, files, reports, etc. Works within a well defined framework of policies and procedures under immediate supervision, performing other duties as required.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Prepares and types a variety of documents which may include subpoenas, citations, injunctions, writs, order of sales, **passport applications** or general correspondence.
- Receives and processes documents filed with the court; reviews for accuracy and completeness; records and processes orders, judgment and decrees of the court; **obtains proper and acceptable information for passport agency**.
- Records civil, criminal, family adoption, juvenile, protective orders and child welfare suit minutes in proper minute volumes; quote court costs if needed
- Processes court documents in accordance with court procedures and legal requirements; maintains official records of court proceedings; prepares monthly reports.
- Maintains accurate filing system; makes copies; types forms and performs other clerical work as needed.
- May perform civil, criminal, family, adoption, juvenile, protective orders and child welfare searches and issues service of process on said orders; should prepare all jury lists in a timely manner and may process and maintain docket.
- Reviews, sorts, assembles and organizes materials; routes and delivers daily mail and documents to appropriate parties.
- Answers phones and provides service to general public and attorneys in a courteous manner.
- Ability to work well with others.
- Regular attendance is a must.
- Performs related duties as required.

SECTION II – JOB REQUIREMENTS

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties and responsibilities.

EDUCATION and/or EXPERIENCE:

- High school diploma or general education degree (GED) plus three (3) years of general office experience or an equivalent combination of experience and training which provides the required knowledge, skills and abilities.

KNOWLEDGE, SKILLS AND ABILITIES:

- Knowledge of basic legal terminology.
- Ability to perform basic mathematical calculations in order to compile court costs on civil, criminal, adoptions, juvenile, family or protective order suits.
- Ability to understand and apply appropriate statutes and codes, instructions, safety rules and other policies and procedures.
- Ability to communicate effectively with diverse groups of individuals utilizing tact and diplomacy, both verbally and in writing.
- Ability to operate a computer, typewriter and other basic office equipment.
- Ability to accurately enter data.
- Ability to establish and maintain effective working relationships with co-workers, county employees, attorneys, other outside organizations, and the general public.
- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County.
- Bilingual is preferred.

SPECIAL REQUIRMENTS:

- Acts in the name of the District Clerk and shall perform all official acts as may be lawfully done and performed by such Clerk in person, pursuant to Sec. 51.303 of the government code.
- Must be bondable.
- Must secure and maintain a favorable background investigation by the District Clerk.

PHYSICAL DEMANDS:

While performing the duties of this job, the employee is often required to lift/carry twenty (25) lbs.; visual acuity, speech and hearing; hand and eye coordination and manual dexterity necessary to operate computer keyboard, typewriter and basic office equipment. Individual is subject to sitting, standing, reaching, handling and twisting to perform essential functions. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

SECTION III – JOB DIMENSIONS

CONTACTS:

Utilizes tact and diplomacy when answering questions and providing general procedural information for attorneys, outside organizations and the general public. Provides information such as case status and proper filing procedures.

External Contacts: Frequent contact with attorneys and the general public. Occasional contact with outside organizations. Communication is primarily face-to-face and via telephone.

Internal Contacts: Constant contact with co-workers. Frequent contact with other County employees, Division and Section Heads. Communication is primarily face-to-face and via telephone.

RESPONSIBILITY:
Contributing supervisory responsibility for work assignments and training for the work unit. Job has impact on work unit operations and public image.
Primary responsibility for the proper operation of assigned personal computer, typewriter and basic office equipment. Focus on accountability and confidentiality.

DIFFICULTY:
Sound judgment is required to ensure various reports and transactions are accurate; uses discretion to complete work assignments. Must be able to quickly asses and troubleshoot in the decision making process to resolve complex situations. Decisions are made regarding group work scheduling and individual work priorities. Focus on sound judgment, initiative and decision making.

GUIDANCE:
Employee receives general supervision when performing the essential functions. Well defined procedures are used when completing work assignments.

WORK ENVIRONMENT:
Working conditions are primarily those inside an office environment. The noise level in the office is usually moderate. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

ACCIDENT PREVENTION PROGRAM:
Required to follow all department's safety regulations.

WORK LOCATION: Hidalgo County Courthouse – District Clerk's Office

WORK HOURS: Monday – Friday, 40 hours/week

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: 090 **DATE:** January 21, 2009

CURRENT POSITION TITLE: **CURRENT SLOT. #:** 071, 072

REQUESTED POSITION TITLE: Assistant Deputy Clerk (a)
(For new positions or reclassifications)

REQUEST FOR:

☑ New Position ☐ Temporary Position ☐ Position Reclassification* ☐ Other _____

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ 0 (Current Budgeted Salary) $ 22,500.00 X(a) (Proposed Budgeted Salary) $ 22,500.00 = $45,000.00 pc (Net Change)

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☑ Will Require Additional Funds

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐ _____

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐ $ _____ Enter hourly rate for temp. positions

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	☑	Exempt	☐
Non-Exempt	☐	Non-Exempt	☑
N/A	☐		

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

The district clerk's office has officially been designated by the US Department of State as an official Passport Agent Facility. Although the office will utilize two (2) current existing staff to process passport applications on a part-time basis, the district clerk's office proposes to secure a full-time Assistant Deputy Clerk to assist with the overall passport processing duties.

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

See attached job description

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

~~**ADDITIONAL DUTIES:** Explain reason for additional duties and attach list of additional duties.~~ Pc

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	January 21, 2008 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☑ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	2/20/2008 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

Hidalgo County
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
From: Valde Guerra, Budget Officer
CC Date: Tuesday, February 24, 2009 **Agenda Item:** 14170

Summary of request/proposal:
The District Clerk's Office is requesiting to create two (2) Assistant Deputy Clerk positions to assist with the overall passport processing duties. The District Clerk's office was officially designated by the US Department of State as an official agent facility.

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1100	Assistant Deputy Clerk	0071	113	0.00	22,500.00	22,500.00
1100	Assistant Deputy Clerk	0072	113	0.00	22,500.00	22,500.00
				0.00	45,000.00	45,000.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
9-1100-412-00-090-001-0-	113	DIST CLERK	PERM F/T EMPLOYEES	$38,448.28
9-1100-412-00-090-001-0-	211	DIST CLERK	HEALTH INSURANCE	$7,115.49
9-1100-412-00-090-001-0-	212	DIST CLERK	LIFE INSURANCE	$46.14
9-1100-412-00-090-001-0-	220	DIST CLERK	FICA	$2,941.29
9-1100-412-00-090-001-0-	230	DIST CLERK	RETIREMENT	$3,468.03
9-1100-412-00-090-001-0-	250	DIST CLERK	UNEMPLOYMENT COMP	$192.24
9-1100-412-00-090-001-0-	260	DIST CLERK	WORKER'S COMP	$76.90
			2009 Budgetary Impact	$52,288.37

2010 Budgetary Impact: **$61,198.50**

Possible Funding Sources: **G/F (CO. WIDE CONTINGENCY)**

Budget Office Recommendation:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
COMMISSIONER COURT
2009 SALARY SCHEDULE

1100-412-00-090-001-0

AI - 14170

DIST CLERK

Slot #	Obj Code	POSITION TITLE	2008 BUDGETED SALARY	2009 ADJUSTED SALARY	2009 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2009 BUDGETED SALARY APPROVED	2009 ACTUAL SALARY	Other Allowances					2009 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	111	DISTRICT CLERK	$76,972.00	$0.00	$76,972.00	0.05	$3,849.00	$6,539.00	$87,360.00	$87,360.00	$0.00	$0.00	$0.00	$8,000.00	$0.00	$95,360.00
0002	113	CHIEF DEPUTY	$62,050.00	$0.00	$62,050.00	0.05	$3,102.50	$0.00	$65,152.50	$65,152.00	$0.00	$0.00	$0.00	$0.00	$0.00	$65,152.00
0003	113	APPEALS CLERK/ADMIN ASSISTANT	$52,000.00	$0.00	$52,000.00	0.05	$2,600.00	$0.00	$54,600.00	$54,600.00	$1,500.00	$0.00	$0.00	$0.00	$0.00	$56,100.00
0004	113	ASST CHIEF DEPUTY/AUDITOR	$52,000.00	$0.00	$52,000.00	0.05	$2,600.00	$0.00	$54,600.00	$54,600.00	$0.00	$0.00	$0.00	$0.00	$0.00	$54,600.00
0005	113	ADMIN ASSISTANT	$47,840.00	$0.00	$47,840.00	0.05	$2,392.00	$0.00	$50,232.00	$50,232.00	$360.00	$0.00	$0.00	$0.00	$0.00	$50,592.00
0006	113	DEPUTY CLERK/ACCOUNTANT	$43,680.00	$0.00	$43,680.00	0.05	$2,184.00	$0.00	$45,864.00	$45,864.00	$720.00	$0.00	$0.00	$0.00	$0.00	$46,584.00
0007	113	DEPUTY CLERK/ ACCOUNTANT	$43,729.00	$0.00	$43,729.00	0.05	$2,186.00	$0.00	$45,915.00	$45,915.00	$0.00	$0.00	$0.00	$0.00	$0.00	$45,915.00
0008	113	DEPUTY CLERK	$27,793.00	$0.00	$27,793.00	0.05	$1,389.65	$610.35	$29,793.00	$29,560.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29,560.00
0009	113	DEPUTY CLERK	$31,701.00	$0.00	$31,701.00	0.05	$1,585.05	$0.00	$33,286.05	$33,286.00	$300.00	$0.00	$0.00	$0.00	$0.00	$33,586.00
0010	113	DEPUTY CLERK	$31,701.00	$0.00	$31,701.00	0.05	$1,585.05	$0.00	$33,286.05	$33,286.00	$1,200.00	$0.00	$0.00	$0.00	$0.00	$34,486.00
0011	113	DEPUTY CLERK	$31,414.00	$0.00	$31,414.00	0.05	$1,570.70	$0.00	$32,984.70	$32,985.00	$360.00	$0.00	$0.00	$0.00	$0.00	$33,345.00
0012	113	DEPUTY CLERK	$31,414.00	$0.00	$31,414.00	0.05	$1,570.70	$0.00	$32,984.70	$32,985.00	$540.00	$0.00	$0.00	$0.00	$0.00	$33,525.00
0013	113	DEPUTY CLERK	$31,128.00	$0.00	$31,128.00	0.05	$1,556.40	$0.00	$32,684.40	$32,684.00	$300.00	$0.00	$0.00	$0.00	$0.00	$32,984.00
0014	113	DEPUTY CLERK	$30,839.00	$0.00	$30,839.00	0.05	$1,541.95	$0.00	$32,380.95	$32,381.00	$420.00	$0.00	$0.00	$0.00	$0.00	$32,801.00
0015	113	DEPUTY CLERK	$24,984.00	$0.00	$24,984.00	0.05	$1,249.20	$750.80	$26,984.00	$25,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,500.00
0016	113	DEPUTY CLERK	$29,896.00	$0.00	$29,896.00	0.05	$1,494.80	$505.20	$31,896.00	$31,896.00	$660.00	$0.00	$0.00	$0.00	$0.00	$32,556.00
0017	113	DEPUTY CLERK	$29,896.00	$0.00	$29,896.00	0.05	$1,494.80	$505.20	$31,896.00	$31,896.00	$1,500.00	$0.00	$0.00	$0.00	$0.00	$33,396.00
0018	113	DEPUTY CLERK	$29,896.00	$0.00	$29,896.00	0.05	$1,494.80	$505.20	$31,896.00	$31,896.00	$960.00	$0.00	$0.00	$0.00	$0.00	$32,856.00
0019	113	DEPUTY CLERK	$29,896.00	$0.00	$29,896.00	0.05	$1,494.80	$505.20	$31,896.00	$27,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27,000.00
0020	113	DEPUTY CLERK	$26,520.00	$0.00	$26,520.00	0.05	$1,326.00	$674.00	$28,520.00	$28,520.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,520.00
0021	113	DEPUTY CLERK	$29,124.00	$0.00	$29,124.00	0.05	$1,456.20	$543.80	$31,124.00	$31,124.00	$540.00	$0.00	$0.00	$0.00	$0.00	$31,664.00
0022	113	DEPUTY CLERK	$29,123.00	$0.00	$29,123.00	0.05	$1,456.15	$543.85	$31,123.00	$31,123.00	$600.00	$0.00	$0.00	$0.00	$0.00	$31,723.00
0023	113	DEPUTY CLERK	$28,473.00	$0.00	$28,473.00	0.05	$1,423.65	$576.35	$30,473.00	$30,473.00	$360.00	$0.00	$0.00	$0.00	$0.00	$30,833.00
0024	113	DEPUTY CLERK	$28,473.00	$0.00	$28,473.00	0.05	$1,423.65	$576.35	$30,473.00	$30,473.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,473.00
0025	113	DEPUTY CLERK	$28,461.00	$0.00	$28,461.00	0.05	$1,423.05	$576.95	$30,461.00	$30,461.00	$900.00	$0.00	$0.00	$0.00	$0.00	$31,361.00
0026	113	CHIEF OF ADMINISTRATION & PUBLIC INFO	$52,000.00	$0.00	$52,000.00	0.05	$2,600.00	$0.00	$54,600.00	$54,600.00	$0.00	$0.00	$0.00	$0.00	$0.00	$54,600.00
0027	113	DEPUTY CLERK	$28,005.00	$0.00	$28,005.00	0.05	$1,400.25	$599.75	$30,005.00	$30,005.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,005.00
0028	113	DEPUTY CLERK	$27,835.00	$0.00	$27,835.00	0.05	$1,391.75	$608.25	$29,835.00	$28,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,000.00
0029	113	ASST DEPUTY CLERK	$27,728.00	$0.00	$27,728.00	0.05	$1,386.40	$613.60	$29,728.00	$29,728.00	$480.00	$0.00	$0.00	$0.00	$0.00	$30,208.00
0030	113	ASST DEPUTY CLERK	$23,500.00	$0.00	$23,500.00	0.05	$1,175.00	$825.00	$25,500.00	$24,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,500.00
0031	113	ASST DEPUTY CLERK	$27,407.00	$0.00	$27,407.00	0.05	$1,370.35	$629.65	$29,407.00	$25,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,500.00
0032	113	ASST DEPUTY CLERK	$26,313.00	$0.00	$26,313.00	0.05	$1,315.65	$684.35	$28,313.00	$28,313.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,313.00
0033	113	ASST DEPUTY CLERK	$26,313.00	$0.00	$26,313.00	0.05	$1,315.65	$684.35	$28,313.00	$28,313.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,313.00
0034	113	ASST DEPUTY CLERK	$26,313.00	$0.00	$26,313.00	0.05	$1,315.65	$684.35	$28,313.00	$28,313.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,313.00
0035	113	DEPUTY CLERK	$26,313.00	$0.00	$26,313.00	0.05	$1,315.65	$684.35	$28,313.00	$28,313.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,313.00

HIDALGO COUNTY
COMMISSIONER COURT
2009 SALARY SCHEDULE

1100-412-00-090-001-0
DIST CLERK

AI - 14170

Slot #	Obj Code	POSITION TITLE	2008 BUDGETED SALARY	2009 ADJUSTED SALARY	2009 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2009 BUDGETED SALARY APPROVED	2009 ACTUAL SALARY	Other Allowances					2009 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0036	113	ASST DEPUTY CLERK	$26,313.00	$0.00	$26,313.00	0.05	$1,315.65	$684.35	$28,313.00	$28,313.00	$720.00	$0.00	$0.00	$0.00	$0.00	$29,033.00
0037	113	ASST DEPUTY CLERK	$26,313.00	$0.00	$26,313.00	0.05	$1,315.65	$684.35	$28,313.00	$28,313.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,313.00
0038	113	ASST DEPUTY CLERK	$26,185.00	$0.00	$26,185.00	0.05	$1,309.25	$690.75	$28,185.00	$24,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,500.00
0039	113	DEPUTY CLERK	$27,633.00	$0.00	$27,633.00	0.05	$1,381.65	$618.35	$29,633.00	$29,633.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29,633.00
0040	113	ASSISTANT DEPUTY CLERK	$26,000.00	$0.00	$26,000.00	0.05	$1,300.00	$700.00	$28,000.00	$28,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,000.00
0041	113	ASST DEPUTY CLERK	$25,128.00	$0.00	$25,128.00	0.05	$1,256.40	$743.60	$27,128.00	$27,128.00	$480.00	$0.00	$0.00	$0.00	$0.00	$27,608.00
0042	113	ASST DEPUTY CLERK	$25,096.00	$0.00	$25,096.00	0.05	$1,254.80	$745.20	$27,096.00	$24,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,500.00
0043	113	ASST DEPUTY CLERK	$25,096.00	$0.00	$25,096.00	0.05	$1,254.80	$745.20	$27,096.00	$25,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,500.00
0044	113	ASST DEPUTY CLERK	$25,022.00	$0.00	$25,022.00	0.05	$1,251.00	$749.00	$27,022.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0045	113	DEPUTY CLERK	$26,000.00	$0.00	$26,000.00	0.05	$1,300.00	$700.00	$28,000.00	$28,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,000.00
0046	113	COLLECTIONS SPECIALIST	$24,540.00	$0.00	$24,540.00	0.05	$1,227.00	$773.00	$26,540.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2,000.00
0047	113	ASST. DEPUTY CLERK	$27,496.00	$0.00	$27,496.00	0.05	$1,374.80	$625.20	$29,496.00	$24,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,500.00
0048	113	ASST DEPUTY CLERK	$24,131.00	$0.00	$24,131.00	0.05	$1,207.00	$793.00	$26,131.00	$24,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,500.00
0053	113	ASST DEPUTY CLERK	$23,500.00	$0.00	$23,500.00	0.05	$1,175.00	$825.00	$25,500.00	$24,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,500.00
0054	113	ASST DEPUTY CLERK	$24,029.00	$0.00	$24,029.00	0.05	$1,201.00	$799.00	$26,029.00	$26,029.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26,029.00
0055	113	ASST DEPUTY CLERK	$23,500.00	$0.00	$23,500.00	0.05	$1,175.00	$825.00	$25,500.00	$25,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,500.00
0056	113	ASST DEPUTY CLERK	$23,500.00	$0.00	$23,500.00	0.05	$1,175.00	$825.00	$25,500.00	$25,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,500.00
0057	113	COLLECTIONS SPECIALIST	$27,040.00	$0.00	$27,040.00	0.05	$1,352.00	$648.00	$29,040.00	$25,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,500.00
0058	113	ASST DEPUTY CLERK	$23,500.00	$0.00	$23,500.00	0.05	$1,175.00	$825.00	$25,500.00	$25,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,500.00
0059	113	ASST DEPUTY CLERK	$23,500.00	$0.00	$23,500.00	0.05	$1,175.00	$825.00	$25,500.00	$25,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,500.00
0060	113	ASST DEPUTY CLERK	$23,500.00	$0.00	$23,500.00	0.05	$1,175.00	$825.00	$25,500.00	$25,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,500.00
0061	113	ASST DEPUTY CLERK	$23,500.00	$0.00	$23,500.00	0.05	$1,175.00	$825.00	$25,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2,000.00
0062	113	ASST DEPUTY CLERK	$23,500.00	$0.00	$23,500.00	0.05	$1,175.00	$825.00	$25,500.00	$25,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,500.00
0063	113	DEPUTY CLERK	$26,000.00	$0.00	$26,000.00	0.05	$1,300.00	$700.00	$28,000.00	$28,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,000.00
0064	113	ASST DEPUTY CLERK	$23,500.00	$0.00	$23,500.00	0.05	$1,175.00	$825.00	$25,500.00	$24,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,500.00
0065	113	ASST DEPUTY CLERK	$23,500.00	$0.00	$23,500.00	0.05	$1,175.00	$825.00	$25,500.00	$24,500.00	$360.00	$0.00	$0.00	$0.00	$0.00	$24,860.00
0066	113	ASST DEPUTY CLERK	$23,500.00	$0.00	$23,500.00	0.05	$1,175.00	$825.00	$25,500.00	$24,290.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,290.00
0067	113	INTERNAL AUDITOR	$48,147.00	$0.00	$48,147.00	0.05	$2,407.35	$0.00	$50,554.35	$50,554.00	$0.00	$0.00	$0.00	$0.00	$0.00	$50,554.00
T068	121	ASST DEPUTY CLERK	$22,290.00	$0.00	$22,290.00	0	$0.00	$0.00	$22,290.00	$22,290.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,290.00
T069	121	ASST DEPUTY CLERK	$22,290.00	$0.00	$22,290.00	0	$0.00	$0.00	$22,290.00	$22,290.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,290.00
T070	121	ASST DEPUTY CLERK	$22,290.00	$0.00	$22,290.00	0	$0.00	$0.00	$22,290.00	$22,290.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,290.00
		NEW PROPOSED POSITIONS PENDING CC APPROVAL.														
0071	**113**	**ASST DEPUTY CLERK**	**$0.00**	**$22,290.00**	**$22,290.00**	**0**	**$0.00**	**$0.00**	**$22,290.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
0072	**113**	**ASST DEPUTY CLERK**	**$0.00**	**$22,290.00**	**$22,290.00**	**0**	**$0.00**	**$0.00**	**$22,290.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**

HIDALGO COUNTY
COMMISSIONER COURT
2009 SALARY SCHEDULE

1100-412-00-090-001-0
DIST CLERK

AI - 14170

Slot #	Obj Code	POSITION TITLE	2008 BUDGETED SALARY	2009 ADJUSTED SALARY	2009 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2009 BUDGETED SALARY APPROVED	2009 ACTUAL SALARY	Other Allowances					2009 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
		TOTAL	$1,986,269.00	$44,580.00	$2,030,849.00		$95,969.80	$39,899.90	$2,166,718.70	$2,007,467.00	$13,260.00	$0.00	$0.00	$8,000.00	$0.00	$2,032,727.00

AI-14080 **21.A.4.**

Mats, Dust Mops, & Shop Rags

CC REGULAR

Date:	02/24/2009
Submitted By:	Yvette Islas, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Hidalgo County

Information

CAPTION

Recommending award of bid and approval of contract to lowest bidder meeting all requirements as attached hereto for: "Mats, Dust Mops, & Shop Rags" for Hidalgo County. (RFB 2009-022-02-11-YSI)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-432-00-121-001-0-343

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

BUDGETARY IMPACT:

Sanitation Pct. 1 - Available Balance as of 2-20-09 $3,824.40.

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 2-20-09 $418.40.

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-Available Balance as of 2-20-09 $20,400.00.

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 2-20-09 $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:

Sanitation Pct. 3 - Available Balance as of 2-20-09 $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 2-20-09 $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 2-20-09 $10,000.00.

Attachments

Link: b tab 09.022

Link: p log 09.022

Link: contract 09.022

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/20/2009 10:40 AM	APRV
2	Budget & Management	Veronica Lopez	02/20/2009 10:48 AM	APRV
3	Ivan Cantu	Ivan Cantu	02/20/2009 10:58 AM	APRV
4	Auditor's Office		02/20/2009 05:33 PM	NEW

Form Started By: Yvette Islas Started On: 02/18/2009 09:45 AM

Final Approval Date: 02/20/2009

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: Hidalgo County

BID OPENING DATE: FEBRUARY 11, 2009 | **BID OPENING TIME:** 9:30 A.M.

DESCRIPTION OF BID: Mats, Dust Mops, & Shop Rags

BID NO: 2009-022-02-11-YSI

BID # RFB#	NAME OF COMPANY	TOTAL WEEKLY PRICE
#1	**Unifirst Corporation McAllen, TX**	**$465.24** √
#2	Ameripride Corpus Christi, TX	$495.99
#3	G & K Services La Feria, TX	$559.24
#4	Sam Tell And Son Inc. Farmingdale, NY 11735	$9,709.31

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

RFP-RFQ-RFB

BID OPENING DATE: FEBRUARY 11, 2009 **BID OPENING TIME: 9:30 A.M.**

DEPARTMENT/BID DESCRIPTION: "MATS, DUST MOPS, & SHOP RAGS"

BID NO: 2009-022-02-11-YSI

NAME OF BIDDER: COMPANY/FIRM	BID REQUEST VIA*	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
1. UniFirst Corporation Roy Lucio 800-683-7368 686-0218	BLM E-mail	Y. S. Islas	01-26-09	515 E. Beech McAllen, Texas 78501 rlucio@unifirst.com
2. Cintas Corporation Rolando Gutierrez 800-542-4311	BLM E-mail	Y. S. Islas	01-26-09	700 Dawson Drive Mercedes, TX 78570 gutierrezl2@cintas.com
3. AmeriPride Linen & Apparel Service Manuel Del Barrio Cell-956-536-8315 800-749-1512	BLM E-mail	Y. S. Islas	01-26-09	502 McCampbell Corpus Christi, TX. 78408 manueldb1@sbcglobal.net
4. James Enterprise - JoAnna James (P) 972-399-0021 (F) 972-293-1010	BLM E-mail	Y. S. Islas	01-26-09	607 Cedar Street, Suite #4 Cedar Hills, Texas 75104 james_enterprise@sbcglobal.net
5. Home Depot Supply Tamera Hallmeyer (P) 858-831-2253 (F) 858-831-2687	BLM E-mail	Y. S. Islas	01-26-09	10641 Cripps Summit San Diego, California 92131 tamera_hallmyer@homedepot.com
6. G & K Services Debra Campos 956-227-2806	BLM E-mail	Y. S. Islas	01-26-09	dcampos@gkservices.com
7. Cook's Direct, Inc. Tim Saner	E-mail	Y. S. Islas	01-28-09	2200 Ogden Ave, Suite 500 Lisle, Illinois 60532 tsaner@ccoksdirect.com
8. Pasco Teresa Flowers (P) 972-596-3350 (F) 972-596-2817	E-mail	Y. S. Islas	01-28-09	tflowers@pascoinc.net

9. Gloves, Inc. Melissa Exum (P) 770-944-9186 (F) 770-944-0012	E-mail	Y. S. Islas	01-28-09	melissa@glovesinc.com
10. Sam Tell & Sons Fred Smilow (P) 631-501-9700 ext1112 (F) 631-501-9709	E-mail	Y. S. Islas	01-28-09	300 Smith Street Farmingdale, NY 11735 fsmilow@samtell.xcom
11. Corporate Maintenance Janitorial Supply & Service Michael Galati	E-mail	Y. S. Islas	02-02-09	1910 West Rd Trenton, MI 48183 mgalati@corpmain.com
7. Cook's Direct, Inc. Tim Saner	E-mail	Y. S. Islas	02-02-09	2200 Ogden Ave, Suite 500 Lisle, Illinois 60532 tsaner@ccoksdirect.com
7. Conserv Flag Company Kenny Gudahl (P) 888-369-7636 (F) 888-302-8812	E-mail	Y. S. Islas	02-03-09	1003 Illinois St Sidney, NE 69162 kenny@conservflag.com
7. American Tex-Chem Corp Sujay Wadher (P) 800-650-3360 ext 304 (F) 909-380-7799	E-mail	Y. S. Islas	02-04-09	736 Inland Center Dr San Bernardino, CA 92408 Sujay.wadher@americantexchem.com
8. Cintas Facility Services Hiram Diaz (P) 956-565-9996 (F) 956-565-0330	IP	Y. S. Islas	02-10-09	700 Dawson Rd Mercedes, TX 78570 DiazH@cintas.com

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

REQUIREMENTS AGREEMENT
C-09-022-02-25

THIS AGREEMENT (the "Agreement") is entered into effective as of March 01, 2009 by and between **Unifirst, a TEXAS CORPORATION, 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 an valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in **"Mats, Dust Mops, & Shop Rags"** in the areas of **HIDALGO COUNTY** projects for a period of one (1) year from March 01, 2009 to February 28, 2010 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" (RFB Packet) 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 may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

5. General Provisions.

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

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

same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not 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: Unifirst Corporation
Attn: Carlos Antunez
515 East Beech
McAllen. Texas 78501

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

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

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

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

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

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

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

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

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, _____.

HIDALGO COUNTY

By:_____
Juan D. Salinas III, County Judge

Date: _____

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Date:_____

Unifirst Corporation
By:_____
Printed Name:_____
Title:_____
Date:_____

EXHIBIT "A"
RFB PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB)
CHECKLIST

HIDALGO COUNTY HEALTH DEPARTMENT
"MATS, DUST MOPS, & SHOP RAGS"
Bid No: 2009-022-02-11-YSI

1. Request For Bid Letter, consisting of __1__ page.
2. Checklist consisting of __1__ page.
3. Request for Bid, Legal Notice, consisting of __8__ pages.
4. Exhibit "A" Specifications (Attachments) consisting of__5__ pages.
5. Exhibit "B" Bid Page consisting of __2__ page.
6. Attachment "1" consisting of__2__ page.
7. Exhibit "C" Insurance Requirements consisting of __4__ pages.
8. Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of __1__page.
9. Vendor/Bidder Application and W-9 form consisting of__6__ pages.
10. Certification Regarding Debarment __1__ pages.
10. Draft Service Contract consisting of __4__ pages.

The above mentioned items shall be found in the Request for Bid (RFB) 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

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

January 26, 2009
Date

PURCHASING DEPARTMENT
County Of Hidalgo

January 26, 2009

_____

_____

_____

_____

Re: **HIDALGO COUNTY**
Request for Bids –"**MATS, DUST MOPS & SHOP RAGS**"
Bid No: 2009-022-02-11-YSI

Dear Gentleman/Ladies:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/ysi

Enclosures

Bid No: 2009-022-02-11	Buyer: Yvette S. Islas	Tel. No: (956) 318-2626 x-4874

REQUEST FOR BIDS

HIDALGO COUNTY

"MATS, DUST MOPS, & SHOP RAGS"

BID OPENING DATE:

FEBRUARY 11, 2009

Contact Person:

Martha L. Salazar, CPPB,Purchasing Agent
Hidalgo County Purchasing Department
2812 So. Business 281 - New Administration Building
Edinburg, Texas 78539

956 318-2626

Form HCPD-03

1. Sealed bids will be received for **HIDALGO COUNTY – "MATS, DUST MOPS, & SHOP RAGS"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders 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 specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **BID-2009-022-02-11-YSI HIDALGO COUNTY - "MATS, DUST MOPS, & SHOP RAGS"** and in County's Purchasing Department, 2812 So. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, FEBRUARY 11, 2009. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB 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 WITH REFERENCE TO REQUEST FOR BIDS-2009-022-02-11-YSI RFB-HIDALGO COUNTY – "MATS, DUST MOPS, & RAGS".** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County. Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. 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 bidder, or to reject all bids 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 bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind

and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid 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 the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. 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 bid 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.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards 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 o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- 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

16. BILLING AND PAYMENT INSTRUCTIONS:

. Invoices must include:

a) Name and address of successful bidder
b) Name and address of receiving department or official
c) Purchase Order Number (if any)
d) Notation - **HIDALGO COUNTY - "MATS, DUST MOPS, & DUST RAGS"** 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 Eufracio, Auditor
2808 South Business Hwy 281
Edinburg, Texas 78539
ATTN.: Accounts Payable (956) 318-2511

17. Schedule of Events

Bid Opening, 9:30 AM	**FEBRUARY 11, 2009**
Award of Contract	_____, 2009
Commence Work or Deliver Products	_____, 2009

18. 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 & 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 45CFR Part 76.

. Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder 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 material men 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.

19. 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 therefore 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.

20. 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.

21. If, during the life of any contract or bid awarded, the successful bidder'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.

22. Bids, 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.

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- 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.

24. Successful bidder 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 bidder'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.

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

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;

B. Pay any required fees or taxes; or

C. Otherwise perform in accordance with the specifications.

27. Successful bidder 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 bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgement 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 bidder'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 and services provided by successful bidder.

28. Successful bidder 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 Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder 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.

29. 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.

30. The successful bidder 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.

Bid
For

HIDALGO COUNTY

"MOPS, DUST MOPS & SHOP RAGS"
BID NO.: 2009-022-02-11-YSI

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 So. Business 281 – New Administration Building
Edinburg, Texas 78539

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

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT A

HIDALGO COUNTY
REQUEST FOR BIDS
2009-022-02-11-YSI

Mats, Dust Mops, & Shop Rags

SPECIFICATIONS

HIDALGO COUNTY, TEXAS
Mats, Dust Mops & Shop Rags
BID NO. 2009-022-02-11-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 unforseen 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:

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 or e-mail at yvette.islas@co.hidalgo.tx.us no later than, Wednesday, **February 04, 2009, 5:00 PM.** Responses to said inquiries will be sent to all applicants via facsimile or e-mail by no later than **5:00 PM, February 06, 2009**.

HIDALGO COUNTY, TEXAS
Mats, Dust Mops & Shop Rags

BID NO. 2009-022-02-11-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: _____

HIDALGO COUNTY, TEXAS
Mats, Dust Mops & Shop Rags

BID NO. 2009-022-02-11-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: _____

HIDALGO COUNTY, TEXAS
Mats, Dust Mops & Shop Rag
BID NO. 2009-022-02-11-YSI

BID PAGE FORM

PRODUCT #1 - FLOOR MATS: Color/Shape/Material - Vendor should provide assorted colors/patterns and shapes (square, oval or rectangle); Non-Slip

SIZES	QUANTITY	UNIT PRICE	TOTAL COST
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.

SIZES	QUANTITY	UNIT PRICE	TOTAL COST
24"	**125**	$_____/Each	$_____/Week
36"	**109**	$_____/Each	$_____/Week

PRODUCT #4 - Wipers: Specify color / 100% cotton - 18 x 18

	QUANTITY	UNIT PRICE	TOTAL COST
18 x18	**20**	$_____/Each	$_____/Week

PRODUCT #5 - Wet Mops: Specify weight and material.

SIZES	QUANTITY	UNIT PRICE	TOTAL COST
32 oz.	17	$_____/Each	$_____/Week

PRODUCT #6: GRID TOWELS: Specify material

QUANTITY	UNIT PRICE	TOTAL COST
18	$_____/Each	$_____/Week

PRODUCT #7: SHOP RAGS: Specify Color / 100% Cotton - 18 x 18

QUANTITY	UNIT PRICE	TOTAL COST
109	$_____/Each	$_____/Week

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**

ATTACHMENT I

LOCATION SITES

(p 1 of 2)

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 25tth St-Edinburg, TX 78539

Hidalgo County Human Services
1212 S 26th St-Edinburg, TX78539

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

ATTACHMENT I

LOCATION SITES

(Continued p 2 of 2)

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 REFERANCED 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 REFERANCED LOCATIONS PLEASE CONTACT THE PERSON LISTED ON EACH DEPARTMENT.

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services (other than Professional Services)

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. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

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

4. 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.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). 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.

ACORD **CERTIFICATE OF INSURANCE**

DATE (MM/DD/YY)

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

COVERAGES

INSR LTR		POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)
	GENERAL LIABILITY		
	AUTOMOBILE LIABILITY		
	GARAGE LIABILITY		
	EXCESS LIABILITY		
	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY		
	OTHER		

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

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

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

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

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

- will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

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

  Automobile Liability: $_____ General Liability: $_____

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

_____ _____.
Authorized Representative Date

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

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

THIS FORM MUST ACCOMPANY 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

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

Adopted 06/29/2007

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/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: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name:	**Telephone No. ( )**
dba Name:	
Legal Name:	
Mailing Address :	**Fax No. ( )**
Physical Address:	
City, State, Zip	**Tax I.D. No.**
Remit to Address :	**City, State, Zip**
E-Mail Address:	
Representative(s) Name(s) & Title(s)	

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify

State Identification No._____ **(Please attached completed W-9 form with this application)**
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker** _____ **Distributor** _____ **Service Organization** _____ **Other, Specify**

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:	**Disadvantaged Business (At Least 51% Ownership)**	
☐ Less than 125,000 annual gross receipt	☐ Black American	☐ Native American
☐ Less than 250,000 annual gross receipt	☐ Hispanic American	☐ Women
☐ Less than 499,000 annual gross receipt	☐ Asian Pacific American	☐ Other
☐ More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** ☐ Yes ☐ 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?: Yes 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:

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

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)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

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.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
___ ___ ___ - ___ ___ - ___ ___ ___ ___

or

Employer identification number
___ ___ - ___ ___ ___ ___ ___ ___ ___

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. 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 ▶ Date ▶

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:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

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:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may 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.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. 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

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

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.

EXHIBIT "B"

HIDALGO COUNTY, TEXAS
Mats, Dust Mops & Shop Rag
BID NO. 2009-022-02-11-YSI

BID PAGE FORM

PRODUCT #1 - FLOOR MATS: Color/Shape/Material - Vendor should provide assorted colors/patterns and shapes (square, oval or rectangle); Non-Slip

SIZES	QUANTITY	UNIT PRICE	TOTAL COST
3'x4'	2	$ 1.60 /Each	$ 3.20 /Week
3'x5'	95	$ 1.70 /Each	$ 161.50 /Week
3x10'	2	$ 2.85 /Each	$ 5.70 /Week
4'x6'	79	$ 2.12 /Each	$ 167.48 /Week
*4'x8'	2	$ 2.90 /Each	$ 5.80 /Week

***(With Hidalgo County Sheriff's Office Logo)**

PRODUCT #2 - DRY / DUST MOPS: Specify color/material. Handles and Frames should be provided.

SIZES	QUANTITY	UNIT PRICE	TOTAL COST
24"	125	$ .39 /Each	$ 48.75 /Week
36"	109	$ .50 /Each	$ 54.50 /Week

PRODUCT #4 - Wipers: Specify color / 100% cotton - 18 x 18

	QUANTITY	UNIT PRICE	TOTAL COST
18 x18	20	$ .05 /Each	$ 1.00 /Week

PRODUCT #5 - Wet Mops: Specify weight and material.

SIZES	QUANTITY	UNIT PRICE	TOTAL COST
32 oz.	17	$ .56 /Each	$ 9.52 /Week

PRODUCT #6: GRID TOWELS: Specify material

QUANTITY	UNIT PRICE	TOTAL COST
18	$ .13 /Each	$ 2.34 /Week

PRODUCT #7: SHOP RAGS: Specify Color / 100% Cotton - 18 x 18

QUANTITY	UNIT PRICE	TOTAL COST
109	$ .05 /Each	$ 5.45 /Week

Vendor Information and Pricing

1. Vendor Name: Unifirst
2. Vendor Address: 515 E. BEECH
3. Telephone Number: 956-686-0218 Fax Number: 956-686-0538
4. E-Mail Address: Carlos_Antunez@Unifirst.com Cell Number: 956-222-7951
5. Contact Person: Carlos Antunez
6. Authorizing Signature: Carlos Antunez
7. **Total Cost:** $ 405.24 **/Week**

EXHIBIT "C"
INSURANCE
REQUIREMENTS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/29/2009

PRODUCER 877-945-7378

Willis HRH
26 Century Blvd.
P. O. Box 305191
Nashville, TN 372305191

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
UniFirst Corporation and its Subsidiaries
68 Jonspin Road
Wilmington, MA 01887

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: National Union Fire Insurance Company of	19445-001
INSURER B: New Hampshire Insurance Company	23841-004
INSURER C: American International South Insurance Co	40258-001
INSURER D: National Union Fire Insurance Company of	19445-902
INSURER E: Insurance Company of the State of PA	32220-005

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	X	GENERAL LIABILITY	1872006	10/1/2008	10/1/2009	EACH OCCURRENCE	$ 1,000,000
		X COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurence)	$ 1,000,000
		CLAIMS MADE X OCCUR				MED EXP (Any one person)	$ 5,000
						PERSONAL & ADV INJURY	$ 1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER				GENERAL AGGREGATE	$ 2,000,000
		X POLICY PRO-JECT LOC				PRODUCTS - COMP/OP AGG	$ 2,000,000
B	X	AUTOMOBILE LIABILITY	MA 1607799	10/1/2008	10/1/2009	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
B	X	X ANY AUTO	AOS 1607798	10/1/2008	10/1/2009		
B	X	ALL OWNED AUTOS	VA 1607800	10/1/2008	10/1/2009	BODILY INJURY (Per person)	$
		SCHEDULED AUTOS					
		HIRED AUTOS				BODILY INJURY (Per accident)	$
		NON-OWNED AUTOS					
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY EA ACC	$
						AGG	$
		EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE	$
		OCCUR CLAIMS MADE				AGGREGATE	$
							$
		DEDUCTIBLE					$
		RETENTION $					$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	AOS 4800779	10/1/2008	10/1/2009	X WC STATU-TORY LIMITS OTH-ER	
B		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH)	AOS 4800780	10/1/2008	10/1/2009	E.L. EACH ACCIDENT	$ 1,000,000
B		If yes, describe under SPECIAL PROVISIONS below	MN,NY,WI 4800781	10/1/2008	10/1/2009	E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
D			MA,ME,OH 4801280	10/1/2008	10/1/2009	E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B		OTHERWorker's Comp	FL 4800782	10/1/2008	10/1/2009	$1,000,000 EL each accident	
E		WC-statutory limits	CA 4800778	10/1/2008	10/1/2009	$1,000,000 EL disease each employee	
						$1,000,000 EL disease policy limit	

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

Division/Location: 813

See Attached for Additional Workers' Compensation:

CERTIFICATE HOLDER

County of Hidalgo
Attn: Martha L. Salazar
2812 S. Business 281
Edinburg, TX 78539

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Willis **CERTIFICATE OF LIABILITY INSURANCE** Page 2 of 3

DATE 01/29/2009

PRODUCER 877-945-7378

Willis HRH
26 Century Blvd.
P. O. Box 305191
Nashville, TN 372305191

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 UniFirst Corporation and its Subsidiaries
68 Jonspin Road
Wilmington, MA 01887

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: National Union Fire Insurance Company of	19445-001
INSURER B: New Hampshire Insurance Company	23841-004
INSURER C: American International South Insurance Co	40258-001
INSURER D: National Union Fire Insurance Company of	19445-902
INSURER E: Insurance Company of the State of PA	32220-005

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

Worker's Compensation
State of Oregon
Policy #4800783
Policy Period 10/01/2008-10/01/2009
Carrier: Insurance Co. State of Penn
WC- Statutory
EL Each Accident: $1,000,000
EL Disease Each Employee: $1,000,000
EL Disease Policy Limit: $1,000,000

Worker's Compensation
State of Texas
Policy #4800784
Policy Period 10/01/2008-10/01/2009
Carrier: New Hampshire Ins. Co.
WC- Statutory
EL Each Accident: $1,000,000
EL Disease Each Employee: $1,000,000
EL Disease Policy Limit: $1,000,000

Certificate Holder is Additional Insured for General Liability and Auto Liability as their interest may appear if required by written contract but only with respect to liability arising out of operations of the Named Insured.

It is understood and agreed that the Company waives its right of subrogation against the Additional Insureds which may arise by reason of a payment of claim under all the policies, if required by written contract.

Additional Insured: County of Hidalgo

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

This Certificate of Insurance 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.

AI-14145 **21.A.5.**

TITLE REPORT SERVICES (POOL) CONTRACTS

CC REGULAR

Date:	02/24/2009
Submitted By:	Olga Montero, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Presentation for discussion, consideration, and approval of the final negotiated contracts with South Texas Land Investigations and Edwards Abstract (the two (2) firms qualified by CC on 2-9-09) for the "pool" of providers to render: "Title Report Services " on an "as needed basis". Project- RFP NO. 2009-032-01-21-OTM

BACKGROUND

Contract have been forwarded to Hon. Tony Mendoza for his review, comment and eventual signature at point of execution of same. He has sent via e-mail his approval as to form.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Expenditures for these services would need to be identified by user department for the processing of a requisition and purchase order.

Possible object codes to use are 841, 339, 711, 712, 719, & 720, depending on the type of project and services to be rendered.

Attachments

Link: AGENDA MINUTES

Link: CONTRACT EDWARDS ABSTRACT

Link: CONTRACT SOUTH TEXAS LAND INVESTIGATIONS

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/19/2009 03:41 PM	APRV
2	Budget & Management	Veronica Lopez	02/19/2009 04:21 PM	APRV
3	Sylvia Solis	Sylvia Solis	02/20/2009 11:24 AM	APRV
4	Ivan Cantu	Ivan Cantu	02/20/2009 11:45 AM	APRV
5	Auditor's Office		02/20/2009 05:33 PM	NEW

Form Started By: Olga Montero

Started On: 02/19/2009 01:06 PM

Final Approval Date: 02/20/2009

E. Requesting authority to exercise the second (2nd) year extension of the three (3)-one (1) year options for extension as provided in the current contract for "E-08-087-02-11-Arbitrage Calculation Services" under the same rates, terms and conditions with Bond Logistix LLC.

On motion of Commissioner Handy, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

10. **A. Presentation of the responses received (meeting all requirements, specifications, terms and conditions) in connection with RFP No. 2009-032-01-21-otm-"TITLE REPORT SERVICES" for the purposes of being "qualified" by Commissioner's Court to establish a "POOL" of providers to be used on an "as needed and rotation basis" for Hidalgo County;**

On motion of Commissioner Handy, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval with South Texas Land Investigations and Edwards Abstract.

B. Requesting authority for Purchasing Department to enter into negotiations with the qualified proposer(s) in order to finalize a contract for consideration and approval for the provision of: "TITLE REPORT SERVICES" - HIDALGO COUNTY.

On motion of Commissioner Palacios, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval.

11. **Presentation for discussion, consideration and approval of the final negotiated Service Contract (approved as to form by legal counsel) for: "Records Management and Imaging System, Photostat Re-Creation and Computerized Indexing of Land Records for Real Property, Uniform Commercial Code and Vital Statistics Records" between Hidalgo County (Clerk's Office) and ACS/Government Records Services, Inc.**

On motion of Commissioner Handy, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

At this time the Court moved to item B.

12. **A. Pursuant to Texas Local Government Code, Chapter 116-Depositories for County Public Funds, discussion, consideration and appropriate action to re-open negotiations with the current County depository bank, First National Bank as afforded under Chapter 116, Section .021 (a) for an additional two (2) year renewal; or, in the alternative,**

B. Authority for previously designated/appointed committee to commence renegotiations with the current depository, First National Bank as provided under Chapter 116.021(a) for an additional two (2) year renewal with a limited time frame for conclusion of the negotiation; and,

C. In the event that negotiations to renew with the current depository First National Bank prove unsuccessful, authority for Purchasing Department to continue with the scheduled publication under 116.022 & .023 of Notice that Hidalgo County Commissioners Court intends to receive Applications from which to select a depository bank(s);

NO ACTION taken on items A thru C.

THE STATE OF TEXAS '

'

COUNTY OF HIDALGO '

PROFESSIONAL SERVICES CONTRACT
C-09-032-02-24-A

THIS AGREEMENT is made effective the 24th day of **February, 2009**, by and between the **County of Hidalgo, Texas** ("County") and **Edwards Abstract and Title, Ltd. (DBA) Edwards Abstract and Title Co.** ("Title Agent/Examiner").

W I T N E S S E T H:

WHEREAS, the County requires services for: **Title Report Services in connection to the Acquisition of Land and Disposition of County owned Property** located within **Hidalgo County** and

WHEREAS, the County of Hidalgo solicited Request for Proposals (RFP) for the development and establishment of a yearly pool for "Title Report Services", and

WHEREAS, from which "Title Report Services firm(s)/vendor" has been selected from the "Pool" of pre-qualified Title Report Services from response to the Request for Qualifications (RFP), and

WHEREAS, County has determined that the services of "Title Reports" are sometimes necessary to carry out the required report activities; and

WHEREAS, the County has selected the Title Agent/Examiner to provide title report services within the County of Hidalgo, Texas through its procured approved pool of Title Report Services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Title Agent/Examiner do mutually agree as follows:

1. **Scope of Services.** Title Agent/Examiner agrees to provide to County the services shown in Exhibit "A" attached hereto and entitled "Services to be Provided by the Title Agent/Examiner". Title Agent/Examiner selected is to have adequate experience and a workload free from constraints to complete Title Reports within three (3) business days per parcel. **The Title Agent/Examiner will not begin work or incur costs until authorization of a Purchase Order (PO) in writing by the County for each work order.**

Further, in the event that it is demonstrated by Title Agent/Examiner that Hidalgo County has caused or delayed thus preventing the Title Agent/Examiner from meeting the specified agreed upon deadline to provided the title report(s) ordered, Title Examiner/Agent must advise in written notice to the Purchasing Department or requesting department(s) to authorize and to secure additional time to comply.

2. **Term.** This Contract becomes effective when fully executed by both parties and will terminate Two (2) Year from the date of execution with the County's option for an additional One (1) year extension based on prior year's performance evaluation and contingent upon cost remaining unchanged. Hidalgo County reserves the right to continue this proposal for an additional sixty (60) day "grace period" at the end of the contract term for unforeseen delay of award for next term and contingent upon cost remaining unchanged.

3. **Compensation.** As consideration for rendering the Services provided for in this Contract, the County agrees to pay the Title Agent/Examiner the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Title Examiner/Agent. The Title Agent/Examiner is authorized to submit periodic requests for payment within thirty days after completion of each work order. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the

current billing. Upon receipt of said request for payment, County shall submit a requisition for payment of said services in the customary manner provided for payments utilized by Hidalgo County, Texas. Title Agent/Examiner agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Contract and to keep adequate books and records of all such receipts and/or expenditures. All payments to Title Agent/Examiner shall be mailed to the address shown in numbered paragraph 21, hereof.

4. **Progress**. Upon acceptance of a work order, the Title Agent/Examiner shall undertake and complete the authorized work. The County or the Title Agent/Examiner can request conferences to be provided at the Title Agent/Examiner's office, the office of the County, or at other agreed upon locations.

5. **Inspection of Work**. The County has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Title Agent/Examiner, or a subcontractor, the Title Agent/Examiner shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

6. **Amendments.** If it becomes necessary at any time during the contract period to change the scope of work, the contract period, the maximum amount payable, the complexity, or the character of this contract, an amendment must be prepared and executed within the contract period. The County retains the right to reject any such amendment proposed by the Title Agent/Examiner unless the County finds the proposed amendment necessary to complete the work authorized herein. Any such amendments be made in writing agreed to by all parties hereto and duly executed before the end of the

contract period as specified.

If the County finds it necessary to require changes in completed work because of errors made by the Title Agent/Examiner, the County shall require the Title Agent/Examiner to correct the work at no cost to the County and without amendment to the contract. If the changes are made at the request of the County and are not due to errors of the Title Agent/Examiner, the County will reimburse the Title Agent/Examiner for the additional work at the same rate of pay established in Exhibit "B", "Basis for Payment". If payment for the additional work will cause the maximum amount payable to be exceeded, an amendment shall be executed in accordance with the terms of this provision.

7. **Reporting.** The Title Agent/Examiner shall promptly advise the County in writing of events which have a significant impact upon the contract, including:

1. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any County or, if Federal funds are involved, Federal assistance needed to resolve the situation.

2. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.

8. **Ownership of Documents.** Upon completion or termination of this contract, all documents prepared by the Title Agent/Examiner or furnished to the Title Agent/Examiner by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this contract shall be made available, upon request, to the County without restriction or limitation on their further use. The Title Agent/Examiner may, at its own expense, have copies made of the documents or any other data furnished the County under this contract.

9. **Independent Contractor.** Title Agent/Examiner must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws,

regulations, orders or ordinances applicable to the services provided by Title Agent/Examiner under this Contract. Notwithstanding the foregoing sentence, Title Agent/Examiner represents and maintains that it is an independent contractor and is not an employee of Hidalgo County, Texas, or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Title Agent/Examiner agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

10. **Voluntary Termination.** Title Agent/Examiner and County agree that any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by Contract with the thirty (30) days prior written notice to the other party.

11. **Insurance.** Title Agent/Examiner agrees to provide liability insurance covering its activities in providing the services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, ' 100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish department a Certificate of Insurance (Exhibit "C"), issued by the insurer that such insurance is in full force and effect.

12. **No Assignment.** Except as otherwise herein provided, Title Agent/Examiner, may not assign the obligations or rights under this contract to any person without the prior written consent of County.

13. **Termination Date.** Unless earlier terminated as herein provided, this Contract shall terminate upon completion of projects'.

14. **Conflict.** Nothing in this Contract shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any

provision of this Contract and any present or future law, ordinance or administrative, executive or judicial regulation, 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.

15. **Termination by County**. If Title Agent/Examiner fails to deliver quality service, fails to achieve the defined goals, outcomes, strategies and outputs set by County, or if Title Agent/Examiner fails to comply with any conditions in this Contract, then County shall have the right to terminate this Contract upon the giving of ten (10) days prior written notice to Title Agent/Examiner.

16. **No Waiver**. No waiver by County 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.

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

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

19. **Hold Harmless.** In the event Title Agent/Examiner should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Title Agent/Examiner shall hold harmless and indemnify County from any and all obligations, liabilities, causes of action, lawsuits, damages, and assessments, including legal fees, etc., that result from the Title Agent/Examiner's intentional actions or negligence. This indemnification clause shall survive this Contract and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

20. **Attorney's Fees.** In the unlikely event that a dispute occurs which is litigated or arbitrated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this Contract, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

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

If to County:

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

If to Title Agent/Examiner: Edwards Abstract and Title, Ltd.
(DBA) Edwards Abstract and Title Co.
Attn: Byron J. Lewis, President
3111 W. Freddy Gonzalez Drive
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 addressee or, if mailed, at such time as it is deposited in the Unites States mail.

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

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

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

25. **Authority.** The execution and performance of this Contract by County and Title Agent/Examiner have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes the valid and enforceable obligations of County and Title Agent/Examiner in accordance with its terms.

EXECUTED as of the day and year first written above.

APPROVED BY COMMISSIONERS COURT ON _____, 2009.

APPROVED AS TO FORM:

By:_____
Antonio Mendoza
Asst. Criminal District Attorney

COUNTY OF HIDALGO, TEXAS

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

TITLE AGENT/EXAMINER:

NAME: Edwards Abstract and Title Co.

By: _____

Printed Name:_____

Title:_____

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

EXHIBIT "A"

Services to be provided by Title Agent/Examiner

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR PROPOSALS (RFP) CHECKLIST

"HIDALGO COUNTY –
TITLE REPORT SERVICES (POOL)"

RFP NO: 2009-032-01-21-OTM

1. Request for Proposals Letter.
2. Request for Proposals, Legal Notice, consisting of 8 pages.
3. Exhibit A, Requirements, Scope of Services, Additional Specifications/Requirements consisting of 9 pages.
4. Exhibit B, Evaluation/Selection Criteria, consisting of 3 page.
5. Exhibit C, Insurance Requirements, consisting of 4 pages.
6. Exhibit D, CIQ Conflict Of Interest Questionnaire, consisting of 1 pages.
7. Exhibit E, Proposer's Affidavit, consisting of 1 page.
8. Proposer/Vendor Application and Historically Underutilized Business (HUB) Declaration, consisting of 2 pages.
9. IRS W-9 Form, consisting of 4 pages.
10. Certification Regarding Debarment, Suspension and Other Responsibility Matters, consisting of 1 page.
11. Draft Contract Document, consisting of 4 pages.

The above mentioned items shall be found in the Request for Proposals (RFP) 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

Martha L. Salazar, CPPB, Purchasing Agent

January 05, 2009
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

January 05. 2009

_____

_____

_____

_____

Re: **HIDALGO COUNTY**
Request For Proposals - **"HIDALGO COUNTY – TITLE REPORT SERVICES (POOL)"**

RFP NO: 2009-032-01-21-OTM

Dear Respondents.

Enclosed please find a Request for Proposals (RFP) packet for you review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFP process.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/otm

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

RFP NO: 2009-032-01-21	BUYER: OLGA T. MONTERO	Tel. No: (956) 318-2626

REQUEST FOR PROPOSALS

Hidalgo County
Edinburg, Texas

"POOL"-TITLE REPORT SERVICES

JANUARY 21, 2009

Contact Person:

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

LEGAL NOTICE **RFP NO: 2009-032-01-21-otm**

1. Sealed proposals will be received for **"Hidalgo County – TITLE REPORT SERVICES (POOL)"**, in accordance with the requirements attached hereto as Exhibit "A." Proposals should address all requirements set forth. Proposers 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 proposal.

2. One (1) original and seven (7) copies of all RFPs are required, with the vendor's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **RFP NO: 2009-032-01-21-otm-Hidalgo County – TITLE REPORT SERVIECS (POOL)"** and in County's Purchasing Department, **physical address:** 2802 S. Business Hwy. 281; **mailing address:** 2812 S. Hwy. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., Wednesday, JANUARY 21, 2009.**

NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFP 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 WITH THE FOLLOWING REFERENCE: RFP NO: 2009-032-01-21-otm-"HIDALGO COUNTY – TITLE REPORT SERVICES (POOL)".

WRITTEN QUESTIONS WILL BE ACCEPTED WILL BE ACCEPTED via facsimile to (956) 292-7612 or via e-mail to olga.montero@co.hidalgo.tx.us. BY NO LATER THAN Wednesday, January 14, 2009 at 5:00 p.m. Responses will be sent to all applicants by Friday, January 16, 2009. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

Hidalgo County reserves the right to refuse and reject any/all proposals and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: **A.** separate and accept, or eliminate any item(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements; **B.** 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 and; **C.** 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 proposer shall, in its sole discretion, visit the job site before preparing the proposal and thoroughly familiarize himself herself with existing conditions. Proposer should take field dimensions and note all circumstances which affect the dollar amount of the proposal.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, proposers are required to include illustrations, specifications, explanation of warranties, and service data with their proposal including catalogue numbers and any necessary references.

7. No proposal may be withdrawn within sixty (60) days from the scheduled time to open proposals.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after priced proposal opening.

9. Any interpretations, amendments, corrections or changes to this proposal 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 the Request for Proposals. Proposers shall acknowledge receipt of all addenda as a part of their proposal.

10. County reserves the right to accept or reject any or all proposals.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. 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.

14. Upon award and prior to execution of a contract, Sole Proprietorships 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 ID Number Certificate.

15. DELIVERY INSTRUCTIONS: (If applicable)

- 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, CPPB, Purchasing Agent before delivery will be accepted.

. If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

16. 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 – "**Hidalgo County – Title Report Services (Pool)"**
  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 Eufracio, County Auditor
2802 S. Business Hwy. 281
Edinburg, TX 78539
956-318-2511

17. Schedule of Events

Projected Proposal Opening, 9:30 A.M.,	**JANUARY 21, 2009**	
Project/Anticipated Award Date:	_____,	**2009**
Commence Work or Deliver Products	_____,	**2009**

18. ~~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 participants are required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

. ~~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 material men 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.~~

19. 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.

20. Disclosure of Conflict of Interest:

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be

filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful Proposer fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PROPOSER.**

21. 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.

22. 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.

23. 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.

23. 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 proposers' 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.

24. 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.

25. 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.

26. 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 ustained 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.

27. 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 Proposals 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.

28. 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.

29. 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.

30. 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.

31. 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 Proposal

HIDALGO COUNTY -
"TITLE REPORT SERVICES (POOL)"
RFP NO: 2009-032-01-21-OTM

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:_____

Address:_____

_____

_____

By:_____

Printed Name:_____

EXHIBIT A
REQUIREMENTS

HIDALGO COUNTY

REQUEST FOR PROPOSAL

TITLE REPORT SERVICES-"(POOL)"

(Including all Funding Sources, Programs and Entities)

RFP NO: 2009-032-01-21-otm

HIDALGO COUNTY
REQUEST FOR PROPOSAL
"TITLE REPORT SERVICES"(POOL)
RFP NO: 2009-032-01-21-otm

Overview:
The County of Hidalgo is seeking to engage services from firm(s) or vendor to provide "Title Report Services" on an "AS NEEDED BASIS". The Hidalgo County Purchasing Department will receive sealed envelopes containing proposals for the provision of **"POOL"-TITLE REPORT SERVICES"** as specified herein. Sealed proposals will be accepted until **9:30 A.M., Wednesday, JANUARY 21, 2008. ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:
RFP Number: 2009-032-001-21-OTM

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

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

The Submittal Envelope Must Show The RFP Number, Name And Opening Date.

The following outlines the Request For Proposals:

SECTION I -GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that request for proposals be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

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

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN Wednesday, JANUARY 14, 2009, at 5:00 P.M. at (956) 292-7612 or e-mail to olga.montero@co.hidalgo.tx.us . Responses will be sent to all applicants via facsimile by Friday, JANUARY 16, 2008. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

DISCLOSURE OF CONFLICT OF INTEREST:

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful participant fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office locate at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:

Prior Contract award, respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in **Exhibit E**) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:

Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:

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

ELECTRONIC TRANSMISSION OF BIDS:

Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:

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

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

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the submitter to review the Request for Proposal (RFP) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or proposers procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

HAND DELIVERED PROPOSALS:
Hidalgo County requires submitters, when hand delivering proposals, to make sure that it is stamped with date and time by the County Purchasing Staff.

SIGNING OF PROPOSALS:
In order to be considered all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful submitter **may not** subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

DURATION OF CONTRACT: The initial term of the contract shall be for **Two Year**, with the County's option for additional ***One Year*** extension based on prior year's performance evaluation and contingent upon cost remaining unchanged. Hidalgo County reserves the right to continue this proposal for an additional sixty (60) day "Grace Period" at the end of the contract term for unforeseen delay of award for next term and contingent upon cost remaining unchanged. Additional requirements to be included in the contract, stated under **Scope of Services** in ***Exhibit "A"***.

DAVIS BACON ACT:
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications **(if applicable)**.

SECTION II - RFP REQUIREMENTS

REQUEST FOR PROPOSALS:

The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP. A total of **one (1) original and seven (7) copies** of the RFP shall be submitted to the address on the cover letter.

UNDERSTANDING OF THE PROJECT:

This section should demonstrate the proposers understanding of the project needs, the services required, and any local issues or concerns. Briefly explain how long you have been organized and your business objectives. Explain how long you have been in business. This description should be concise, candid, and limited to 3 pages in length.

PROPOSER'S QUALIFICATIONS:

Hidalgo County is soliciting to contract with a proposer who is qualified, licensed and certified. The proposer will directly perform the required services are required to have any and all applicable licenses, permits, credentials, qualifications to perform necessary services. Must submit any and all applicable licenses, permits, credentials, qualifications with RFP. Photostat copies are acceptable

PERSONNEL AND STAFFING:

The proposers should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided. Information regarding the proposer's credentials, education and experience with other entities is required and will be scored accordingly during the evaluation process.

REQUIRED CERTIFICATES AND SUBMITTAL:

This section will contain ***any/all*** licenses, registrations, permits, and certifications as required by the STATE OF TEXAS and HIDALGO COUNTY that you possess that deem you as qualified.

If proposer/vendor cannot meet any of the following services/responsibilities, such exceptions must be noted on the company's cover letter.

SCOPE OF SERVICES

The County of Hidalgo is accepting Proposals from interested firms with the experience in providing "Title Report Services". The purpose of soliciting Proposals (RFP) is to develop a "pool" of pre qualified firms or vendors from which evaluated, ranked and negotiated engagements of Indefinite Delivery Indefinite Quantity (IDIQ) contracts will be executed for "Title Report Services".

I. FIRM QUALIFICATIONS

A. The firm or vendor selected is to have adequate experience and a workload free from constraints to complete Title Reports within three (3) business days per parcel.

B. The provider should have experience with: (1) State (i.e. Tx DOT), County and other governmental entities as well as private sector firms; and/or (2) Education and/or life experience equivalent in rendering such services.

C. Hidalgo County intends to negotiate and issue one or more Indefinite Delivery Indefinite Quantity Contracts (IDIQ).

D. All information and/or data contained within the completed "Title Report" must be obtained from a Title/Abstract office.

II. SCOPE OF SERVICES

Information to be included in each title report:

1. Name and address of owner of property with information on title vesting;
2. Lien holder with recording information;
3. Legal description of property;
4. Easement affecting property both specifically for the lot arid general covering entire subdivision;
5. Show any Federal *and/or* State Tax Liens
6. Provide copies of Deed, Liens, and Easements.
7. Provide copy of maps where information was retrieved (Highlighted & Specified)

III. RFQ Requirements

Each proposal must address, but may not be limited to, the following issues:

1. Firm Name
2. Name, position, phone and fax number of Point of Contact (POC).
3. Name of Principal Owner and number of years in business.
4. State name of Title Company from whose records information will be obtained.
5. List three governmental projects with names, addresses and phone numbers of representatives who can be contacted for references.
6. Detail how your firm/company has the capability to deliver the services required on a timely basis.

IV. Evaluation Criteria

The following criteria will generally be used to evaluate Statements of Qualifications:

1. Capability to perform all the services required for the noted projects in a timely manner, namely to meet schedules and deadlines of a maximum of three (3) business (working) days per parcel.
2. Recent experience and familiarity with Hidalgo County and the Texas Department of Transportation requirements and procedures;
3. List of recent projects.
4. Professional integrity and competence.
5. Professional background.
6. Current workload.
7. Thoroughness of information provided.

V. Request for Services &Evaluation Process

A department requiring Title Report Services will review, evaluate & rank at least three Statements of Qualifications utilizing the evaluation criteria noted below.

Based on the committee's review and evaluation, a minimum of three (3) firms will be ranked for further consideration and may be required to submit supplemental information.

Negotiations will take place with the potential firms in the order of their ranked evaluation, for subsequent negotiations of fees & services with one or more firms on a rotational basis for the Indefinite Delivery Indefinite Quantity (IDIQ) Contract.

VI. Involuntary Termination: The approval of a vendor as prequalified to perform work for the County under this RFP shall be deemed to be terminated and the vendor removed from the qualified vendor list upon the occurrence of any of the following:

A. The death of the vendor, if an individual, or the primary professional member, if a firm or entity;
B. The suspension, revocation or cancellation of the vendor's right to practice his profession in the State of Texas;
C. The imposition of any restriction or limitations by any Governmental authority having jurisdiction over the vendor to such an extent that the vendor cannot engage in the professional practice for which vendor is pre-qualified;
D. The failure of the vendor to faithfully and diligently perform the usual and customary duties assigned or contracted to it from time to time;
E. The failure or refusal of the vendor to comply with the reasonable policies, standards and regulations of Hidalgo County which may from time to time be established; provided, however, that such policies, standards and regulations are not contrary to any law or regulatory directive; or
F. The conduct of the vendor in any unprofessional, unethical, or fraudulent manner; a finding of unprofessional or unethical conduct by any board, institution, organization or professional society having any privilege or right to pass upon the conduct of the vendor, or conduct of the vendor which discredits Hidalgo County.
G. A vendor submitting a deliverable product, i.e. title report, that results in delay or interruption of the acquisition process including the incurring of additional expense by the County will be grounds for termination of vendor's participation in the "Pool".

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:
Proposer(s) is to provide a proposed fee on proposal page based on the scope of services/work requested.

RFPs must be submitted by **no later than 9:30 a.m. on Wednesday, JANUARY 21, 2009.**

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

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

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

All/Any costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the proposer and not reimbursements for such charges or expenses shall be passed onto Hidalgo County.

Hidalgo County has the authority to utilize State Contracts from its membership with their existing or new cooperatives when ever it is in the County's best interest to do so.

SECTION III – SELECTION/EVALUATION/RANKING

A. SELECTION/EVALUATION/RANKING PROCESS:

The RFP shall be submitted according to the schedule below. The County of Hidalgo is not required to select the proposal with the lowest fees, but shall take into consideration other factors, including past experience, evidence of good organization background, references, ability to provide requested services, and any other factors found necessary for quality services including a presentation of the proposed system. Hidalgo County will evaluate the proposal utilizing the evaluation criteria outlined in Exhibit "B" attached herein. Thereafter, Hidalgo County Commissioners Court will rank and/or award this proposal.

Proposals will be graded on a 100-point system with emphasis on ability to service Hidalgo County including, but not be limited to, the items listed below:

1. **Responsiveness:** **Total Points Possible:** **30 points**

   a. Thoroughness of Requested Information (10 Points)
   b. Understanding of Project (10 Points)
   c. List of References provided (10 Points)

2. **Firm Capabilities:** **Total Points Possible:** **40 points**

   a. Quality and Accuracy of work performed (10 points)
   b. Experience with similar projects (10 points)
   c. Capability to meet schedules and deadlines (10 points)
   d. Current workload and ability to commence various requested projects simultaneously (10 points)

3. **Cost Fees** In considering the proposals, the Hidalgo County reserves the right to select the acceptable applicant who offers contractual terms and conditions that are most advantageous, including but not limited to price per parcel and/or services price per day/hour.

30 points
Total 100 Points

B. RANKING OF PROPOSALS:

Hidalgo County will evaluate and score the RFP responses. After the RFPs have been evaluated and scored, Hidalgo County will make a recommendation to Hidalgo County Commissioners Court for approval of rank and/or award of proposal.

C. NEGOTIATION PROCESS:

Compliance with all requirements, the most cost productive, efficient and effective plan will be considered. Emphasis will be placed on capability to perform within the program as well as meeting the needs of Hidalgo County. Accuracy and completeness are essential. If negotiations proved unsuccessful, the next highest ranked proposer will be contacted. Hidalgo County reserves the right to reject any and all RFPs.

EXHIBIT B

SELECTION CRITERIA

REQUEST FOR PROPOSALS

HIDALGO COUNTY
"TITLE REPORT SERVICES (POOL)"
(Including all Funding Sources, Programs and Entities)

RFP NO: 2009-032-01-21-OTM

HIDALGO COUNTY
"TITLE REPORT SERVICES"
RFP NO: 2009-032-01-21 -OTM

EVALUATION CRITERIA

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

The RFP shall be submitted according to the schedule below. The County of Hidalgo is not required to select the proposal with the lowest fees, but shall take into consideration other factors, including past experience, evidence of good organization background, references, ability to provide requested services, and any other factors found necessary for quality services including a presentation of the proposed system. Hidalgo County will evaluate the proposal utilizing the evaluation criteria outlined in Exhibit "B" attached herein. Thereafter, Hidalgo County Commissioners Court will rank and/or award this proposal.

Proposals will be graded on a 100-point system with emphasis on ability to service Hidalgo County including, but not be limited to, the items listed below:

1.	**Responsiveness:** Thoroughness of requested information **Comments/Rationale for Points:**	**10 points**
2.	**Understanding of Project**	**10 points**
3.	**List of references provided**	**10 points**
4.	**Quality and Accuracy of work performed**	**10 points**
5.	**Experience with similar projects**	**10 points**
6.	**Capability to meet schedules and deadlines**	**10 points**
7.	**Current workload and ability to commence various requested projects simultaneously**	**10 points**

8. **Cost Fees.** In considering the proposals, the Hidalgo County reserves the right to select the acceptable applicant who offers contractual terms and conditions that are most advantageous, including but not limited to price per parcel and services price per day/hour. **30 points**

TOTAL POINTS 100

HIDALGO COUNTY
"TITLE REPORT SERVICES"
RFP NO: 2009-032-01-21-OTM

RFP EVALUATION FORM

	Selection Criteria	Range	Point Score
1.	**Responsiveness:** Thoroughness of requested information	**10 points**	_____
	Comments/Rationale for Points: _____		
2.	**Understanding of Project**	**10 points**	_____
	Comments/Rationale for Points: _____		
3.	**List of references provided**	**10 points**	_____
	Comments/Rationale for Points: _____		
4.	**Quality and Accuracy of work performed**	**10 points**	_____
	Comments/Rationale for Points: _____		
5.	**Experience with similar projects**	**10 points**	_____
	Comments/Rationale for Points: _____		
6.	**Capability to meet schedules and deadlines**	**10 points**	_____
	Comments/Rationale for Points: _____		
7.	**Current workload and ability to commence various requested projects simultaneously**	**10 points**	_____
	Comments/Rationale for Points: _____		
8.	**Cost Fees.**	**30 points**	_____
	Comments/Rationale for Points: _____		
	Total	100%	**Score** _____

Provider: _____

Evaluator: _____ Date: _____

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services (other than Professional Services)

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. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

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

4. 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.

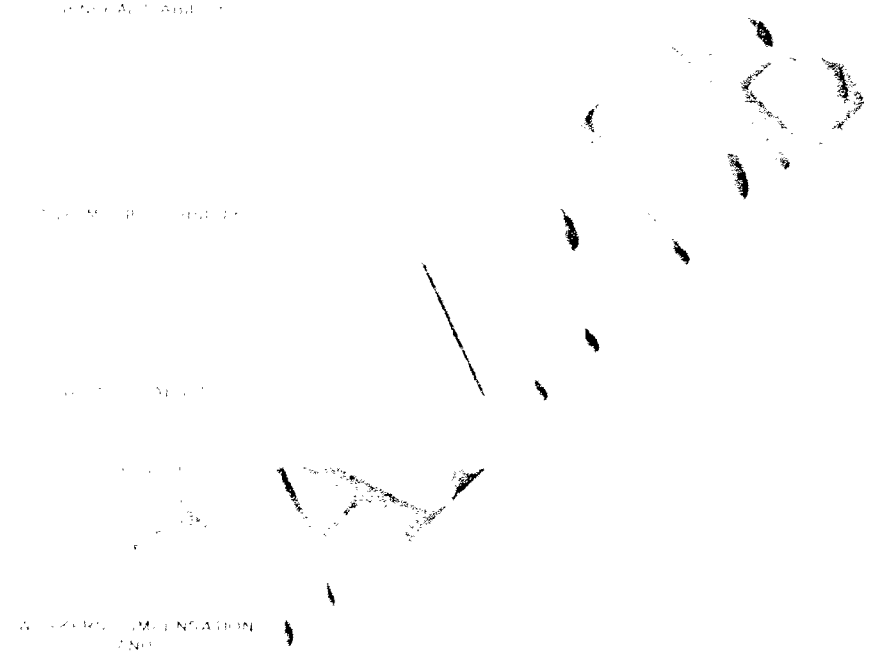
Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder 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.

ACORD

CERTIFICATE OF INSURANCE

INSURERS AFFORDING COVERAGE

COVERAGES



Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

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

- ☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

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

  Automobile Liability: $_____ General Liability: $_____

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

_____ _____.
Authorized Representative Date

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

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

THIS FORM MUST ACCOMPANY 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

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

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

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION NON-CONFILICT OF INTERST, AND ANTI-LOBBYING

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 nay 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 _____day of _____, 2008.

_____

Notary Public

My commission expires: _____, 2008.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: Telephone No. ( )
dba Name:
Legal Name:
Mailing Address : Fax No. ( )
Physical Address:
City, State, Zip Tax I.D. No.
Remit to Address : City, State, Zip
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify State Identification No._____ (Please attached completed W-9 form with this application) Federal Identification No. or (if individual) SS No.
State of Incorporation: _____ Date:_____ Other:
Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) Small Business: Disadvantaged Business (At Least 51% Ownership) ❒ Less than 125,000 annual gross receipt ❒ Black American ❒ Native American ❒ Less than 250,000 annual gross receipt ❒ Hispanic American ❒ Women ❒ Less than 499,000 annual gross receipt ❒ Asian Pacific American ❒ Other ❒ More than 500,000 annual gross receipt Have you been certified as a HUB or an MBE/WBE source?: ❒ Yes ❒ No Indicate Certification No.(s):_____ or are Certificate(s) attached?: ❒ Yes ❒ 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?: ❒ Yes ❒ 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.:

Revised12/14...6

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:

W-9

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
Specific Instructions

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.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. 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 ▶ Date ▶

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:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

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:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may 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.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. 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

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt recipients 1 through 7[2]

[illegible]

[illegible]

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor[2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
5. Sole proprietorship or single-owner LLC	The owner[3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner[3]
7. A valid trust, estate, or pension trust	Legal entity[4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

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.

REQUIREMENTS AGREEMENT

THIS AGREEMENT (the "Agreement") is entered into effective as of _____by and between _____, ("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County "**[TITLE REPORT SERVICES]**", as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products and Warranty") for a period of two (2) year with the County's option to renew one (1) additional year based on the prior year's performance evaluation and contingent upon cost remaining unchanged and;

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best proposal to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good an valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

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

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

3. Contractor agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. County and Seller agree that either party may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

5. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law,

ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

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

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

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

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

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

If to Seller:

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

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

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

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

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

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

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

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

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

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

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

APPROVED BY COMMISSIONERS COURT ON, _____, 2009.

HIDALGO COUNTY

_____
Juan D. Salinas, III, County Judge

Date:_____

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Date: _____

Company: _____

By:_____

Printed Name:_____

Title:_____

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

By: Date:_____

_____
Stephen L. Crain

EXHIBIT "B"

Fee Schedule

6. **Capability to Perform all Services Required:**

a. Days between Order and Title Report.
Lot and block – 1-3 days
Acreage - 3-5 days

b. Charges for Title Reports.
Edwards Abstract and Title Co. charges the following fees for title reports:
$350.00 for lot and block
$450 for acreage

c. Staff assigned to County's work.
Edwards Abstract and Title Co. will make available the necessary staff including plant professionals and others to perform the County's requests for title reports.

d. Other Services.
Edwards Abstract and Title Co. offers services such as environmental run sheets, nothing further certificates and lien checks.

Description:	***Cost:***
Environmental Run Sheets	$250.00 (subject to change)
Nothing Further Certificates	$200.00
Lien Search	$ 75.00 per name on account

DATE: January 20, 2009

EDWARDS ABSTRACT AND TITLE CO.

BY: _____
BYRON RAY LEWIS, President

THE STATE OF TEXAS '

'

COUNTY OF HIDALGO '

PROFESSIONAL SERVICES CONTRACT
C-09-032-02-24

THIS AGREEMENT is made effective the 24th day of **February, 2009**, by and between the **County of Hidalgo, Texas** ("County") and **Jorge A. Lopez (DBA) South Texas Land Investigations** ("Title Agent/Examiner").

W I T N E S S E T H:

WHEREAS, the County requires services for: **Title Report Services in connection to the Acquisition of Land and Disposition of County owned Property** located within **Hidalgo County** and

WHEREAS, the County of Hidalgo solicited Request for Proposals (RFP) for the development and establishment of a yearly pool for "Title Report Services", and

WHEREAS, from which "Title Report Services firm(s)/vendor" has been selected from the "Pool" of pre-qualified Title Report Services from response to the Request for Qualifications (RFP), and

WHEREAS, County has determined that the services of "Title Reports" are sometimes necessary to carry out the required report activities; and

WHEREAS, the County has selected the Title Agent/Examiner to provide title report services within the County of Hidalgo, Texas through its procured approved pool of Title Report Services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Title Agent/Examiner do mutually agree as follows:

1. **Scope of Services.** Title Agent/Examiner agrees to provide to County the services shown in Exhibit "A" attached hereto and entitled "Services to be Provided by the Title Agent/Examiner". Title Agent/Examiner selected is to have adequate experience and a workload free from constraints to complete Title Reports within three (3) business days per parcel. **The Title Agent/Examiner will not begin work or incur costs until authorization of a Purchase Order (PO) in writing by the County for each work order.**

Further, in the event that it is demonstrated by Title Agent/Examiner that Hidalgo County has caused or delayed thus preventing the Title Agent/Examiner from meeting the specified agreed upon deadline to provided the title report(s) ordered, Title Examiner/Agent must advise in written notice to the Purchasing Department or requesting department(s) to authorize and to secure additional time to comply.

2. **Term.** This Contract becomes effective when fully executed by both parties and will terminate Two (2) Year from the date of execution with the County's option for an additional One (1) year extension based on prior year's performance evaluation and contingent upon cost remaining unchanged. Hidalgo County reserves the right to continue this proposal for an additional sixty (60) day "grace period" at the end of the contract term for unforeseen delay of award for next term and contingent upon cost remaining unchanged.

3. **Compensation.** As consideration for rendering the Services provided for in this Contract, the County agrees to pay the Title Agent/Examiner the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Title Examiner/Agent. The Title Agent/Examiner is authorized to submit periodic requests for payment within thirty days after completion of each work order. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the

current billing. Upon receipt of said request for payment, County shall submit a requisition for payment of said services in the customary manner provided for payments utilized by Hidalgo County, Texas. Title Agent/Examiner agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Contract and to keep adequate books and records of all such receipts and/or expenditures. All payments to Title Agent/Examiner shall be mailed to the address shown in numbered paragraph 21, hereof.

4. **Progress.** Upon acceptance of a work order, the Title Agent/Examiner shall undertake and complete the authorized work. The County or the Title Agent/Examiner can request conferences to be provided at the Title Agent/Examiner's office, the office of the County, or at other agreed upon locations.

5. **Inspection of Work.** The County has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Title Agent/Examiner, or a subcontractor, the Title Agent/Examiner shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

6. **Amendments.** If it becomes necessary at any time during the contract period to change the scope of work, the contract period, the maximum amount payable, the complexity, or the character of this contract, an amendment must be prepared and executed within the contract period. The County retains the right to reject any such amendment proposed by the Title Agent/Examiner unless the County finds the proposed amendment necessary to complete the work authorized herein. Any such amendments be made in writing agreed to by all parties hereto and duly executed before the end of the

contract period as specified.

If the County finds it necessary to require changes in completed work because of errors made by the Title Agent/Examiner, the County shall require the Title Agent/Examiner to correct the work at no cost to the County and without amendment to the contract. If the changes are made at the request of the County and are not due to errors of the Title Agent/Examiner, the County will reimburse the Title Agent/Examiner for the additional work at the same rate of pay established in Exhibit "B", "Basis for Payment". If payment for the additional work will cause the maximum amount payable to be exceeded, an amendment shall be executed in accordance with the terms of this provision.

7. **Reporting**. The Title Agent/Examiner shall promptly advise the County in writing of events which have a significant impact upon the contract, including:

1. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any County or, if Federal funds are involved, Federal assistance needed to resolve the situation.

2. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.

8. **Ownership of Documents.** Upon completion or termination of this contract, all documents prepared by the Title Agent/Examiner or furnished to the Title Agent/Examiner by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this contract shall be made available, upon request, to the County without restriction or limitation on their further use. The Title Agent/Examiner may, at its own expense, have copies made of the documents or any other data furnished the County under this contract.

9. **Independent Contractor.** Title Agent/Examiner must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws,

regulations, orders or ordinances applicable to the services provided by Title Agent/Examiner under this Contract. Notwithstanding the foregoing sentence, Title Agent/Examiner represents and maintains that it is an independent contractor and is not an employee of Hidalgo County, Texas, or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Title Agent/Examiner agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

10. **Voluntary Termination.** Title Agent/Examiner and County agree that any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by Contract with the thirty (30) days prior written notice to the other party.

11. **Insurance.** Title Agent/Examiner agrees to provide liability insurance covering its activities in providing the services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, ' 100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish department a Certificate of Insurance (Exhibit "C"), issued by the insurer that such insurance is in full force and effect.

12. **No Assignment.** Except as otherwise herein provided, Title Agent/Examiner, may not assign the obligations or rights under this contract to any person without the prior written consent of County.

13. **Termination Date.** Unless earlier terminated as herein provided, this Contract shall terminate upon completion of projects'.

14. **Conflict.** Nothing in this Contract shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any

provision of this Contract and any present or future law, ordinance or administrative, executive or judicial regulation, 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.

15. **Termination by County**. If Title Agent/Examiner fails to deliver quality service, fails to achieve the defined goals, outcomes, strategies and outputs set by County, or if Title Agent/Examiner fails to comply with any conditions in this Contract, then County shall have the right to terminate this Contract upon the giving of ten (10) days prior written notice to Title Agent/Examiner.

16. **No Waiver**. No waiver by County 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.

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

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

19. **Hold Harmless.** In the event Title Agent/Examiner should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Title Agent/Examiner shall hold harmless and indemnify County from any and all obligations, liabilities, causes of action, lawsuits, damages, and assessments, including legal fees, etc., that result from the Title Agent/Examiner's intentional actions or negligence. This indemnification clause shall survive this Contract and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

20. **Attorney's Fees.** In the unlikely event that a dispute occurs which is litigated or arbitrated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this Contract, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

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

If to County:	County of Hidalgo Attention: County Judge 100 E. Cano, 2nd Floor Edinburg, Texas 78539
If to Title Agent/Examiner:	South Texas Land Investigations Attn: Jorge A. Lopez 315 E. McIntyre St. Edinburg, Texas 78541

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

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

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

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

25. **Authority.** The execution and performance of this Contract by County and Title Agent/Examiner have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes the valid and enforceable obligations of County and Title Agent/Examiner in accordance with its terms.

EXECUTED as of the day and year first written above.

APPROVED BY COMMISSIONERS COURT ON _____, 2009.

APPROVED AS TO FORM:

By:_____
Antonio Mendoza
Asst. Criminal District Attorney

COUNTY OF HIDALGO, TEXAS

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

TITLE AGENT/EXAMINER:

NAME: South Texas Land Investigations

By: _____

Printed Name:_____

Title:_____

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

EXHIBIT "A"

Services to be provided by Title Agent/Examiner

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR PROPOSALS (RFP) CHECKLIST

"HIDALGO COUNTY –
TITLE REPORT SERVICES (POOL)"

RFP NO: 2009-032-01-21-OTM

1. Request for Proposals Letter.
2. Request for Proposals, Legal Notice, consisting of 8 pages.
3. Exhibit A, Requirements, Scope of Services, Additional Specifications/Requirements consisting of 9 pages.
4. Exhibit B, Evaluation/Selection Criteria, consisting of 3 page.
5. Exhibit C, Insurance Requirements, consisting of 4 pages.
6. Exhibit D, CIQ Conflict Of Interest Questionnaire, consisting of 1 pages.
7. Exhibit E, Proposer's Affidavit, consisting of 1 page.
8. Proposer/Vendor Application and Historically Underutilized Business (HUB) Declaration, consisting of 2 pages.
9. IRS W-9 Form, consisting of 4 pages.
10. Certification Regarding Debarment, Suspension and Other Responsibility Matters, consisting of 1 page.
11. Draft Contract Document, consisting of 4 pages.

The above mentioned items shall be found in the Request for Proposals (RFP) 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

Martha L. Salazar, CPPB, Purchasing Agent

January 05, 2009
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

January 05, 2009

_____

_____

_____

_____

Re: **HIDALGO COUNTY**
Request For Proposals - **"HIDALGO COUNTY – TITLE REPORT SERVICES (POOL)"**

RFP NO: 2009-032-01-21-OTM

Dear Respondents:

Enclosed please find a Request for Proposals (RFP) packet for you review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFP process.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/otm

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

RFP NO: 2009-032-01-21	BUYER: OLGA T. MONTERO	Tel. No: (956) 318-2626

REQUEST FOR PROPOSALS

Hidalgo County
Edinburg, Texas

"POOL"-TITLE REPORT SERVICES

JANUARY 21, 2009

Contact Person:

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

LEGAL NOTICE **RFP NO: 2009-032-01-21-otm**

1. Sealed proposals will be received for **"Hidalgo County – TITLE REPORT SERVICES (POOL)"**, in accordance with the requirements attached hereto as Exhibit "A." Proposals should address all requirements set forth. Proposers 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 proposal.

2. One (1) original and seven (7) copies of all RFPs are required, with the vendor's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **RFP NO: 2009-032-01-21-otm-Hidalgo County – TITLE REPORT SERVIECS (POOL)"** and in County's Purchasing Department, **physical address:** 2802 S. Business Hwy. 281; **mailing address:** 2812 S. Hwy. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., Wednesday, JANUARY 21, 2009.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFP 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 WITH THE FOLLOWING REFERENCE: RFP NO: 2009-032-01-21-otm-"HIDALGO COUNTY – TITLE REPORT SERVICES (POOL)".

   WRITTEN QUESTIONS WILL BE ACCEPTED WILL BE ACCEPTED via facsimile to (956) 292-7612 or via e-mail to olga.montero@co.hidalgo.tx.us. BY NO LATER THAN Wednesday, January 14, 2009 at 5:00 p.m. Responses will be sent to all applicants by Friday, January 16, 2009. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

   Hidalgo County reserves the right to refuse and reject any/all proposals and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: **A.** separate and accept, or eliminate any item(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements; **B.** 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 and; **C.** 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 proposer shall, in its sole discretion, visit the job site before preparing the proposal and thoroughly familiarize himself/herself with existing conditions. Proposer should take field dimensions and note all circumstances which affect the dollar amount of the proposal.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, proposers are required to include illustrations, specifications, explanation of warranties, and service data with their proposal including catalogue numbers and any necessary references.

7. No proposal may be withdrawn within sixty (60) days from the scheduled time to open proposals.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after priced proposal opening.

9. Any interpretations, amendments, corrections or changes to this proposal 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 the Request for Proposals. Proposers shall acknowledge receipt of all addenda as a part of their proposal.

10. County reserves the right to accept or reject any or all proposals.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. 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.

14. Upon award and prior to execution of a contract, Sole Proprietorships 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 ID Number Certificate.

15. DELIVERY INSTRUCTIONS: (If applicable)
    - 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, CPPB, Purchasing Agent before delivery will be accepted.

. If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

16. 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 – "**Hidalgo County – Title Report Services (Pool)"**
   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 Eufracio, County Auditor
2802 S. Business Hwy. 281
Edinburg, TX 78539
956-318-2511

17. Schedule of Events

Projected Proposal Opening, 9:30 A.M.,	**JANUARY 21, 2009**	
Project/Anticipated Award Date:	**_____,**	**2009**
Commence Work or Deliver Products	**_____,**	**2009**

18. ~~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 participants are required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

. ~~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 material men 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.~~

19. 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.

20. Disclosure of Conflict of Interest:

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be

filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful Proposer fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PROPOSER.**

21. 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.

22. 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.

23. 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.

23. 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 proposers' 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.

24. 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.

25. 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.

26. 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 ustained 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.

27. 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 Proposals 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.

28. 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.

29. 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.

30. 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.

31. 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 Proposal

HIDALGO COUNTY –
"TITLE REPORT SERVICES (POOL)"
RFP NO: 2009-032-01-21-OTM

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:_____

Address:_____

_____

_____

By:_____

Printed Name:_____

EXHIBIT A
REQUIREMENTS

HIDALGO COUNTY

REQUEST FOR PROPOSAL

TITLE REPORT SERVICES-"(POOL)"

(Including all Funding Sources, Programs and Entities)

RFP NO: 2009-032-01-21-otm

HIDALGO COUNTY
REQUEST FOR PROPOSAL
"TITLE REPORT SERVICES"(POOL)
RFP NO: 2009-032-01-21-otm

Overview:
The County of Hidalgo is seeking to engage services from firm(s) or vendor to provide "Title Report Services" on an "AS NEEDED BASIS". The Hidalgo County Purchasing Department will receive sealed envelopes containing proposals for the provision of **"POOL"-TITLE REPORT SERVICES"** as specified herein. Sealed proposals will be accepted until **9:30 A.M., Wednesday, JANUARY 21, 2008. ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:
RFP Number: 2009-032-001-21-OTM

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

The Submittal Envelope Must Show The RFP Number, Name And Opening Date.

The following outlines the Request For Proposals:

SECTION I -GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that request for proposals be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:	**Physical Address:**
Martha L. Salazar, CPPB, Purchasing Agent	Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department	Hidalgo County Purchasing Department
Administration Building	Administration Building
2812 S. Business Hwy 281	2802 S. Business Hwy. 281
Edinburg, Texas 78539	Edinburg, Texas 78539

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN Wednesday, JANUARY 14, 2009, at 5:00 P.M. at (956) 292-7612 or e-mail to olga.montero@co.hidalgo.tx.us . Responses will be sent to all applicants via facsimile by Friday, JANUARY 16, 2008. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

DISCLOSURE OF CONFLICT OF INTEREST:

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful participant fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office locate at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:

Prior Contract award, respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in **Exhibit E**) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:

Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:

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

ELECTRONIC TRANSMISSION OF BIDS:

Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:

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

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

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the submitter to review the Request for Proposal (RFP) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or proposers procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

HAND DELIVERED PROPOSALS:
Hidalgo County requires submitters, when hand delivering proposals, to make sure that it is stamped with date and time by the County Purchasing Staff.

SIGNING OF PROPOSALS:
In order to be considered all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful submitter **may not** subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

DURATION OF CONTRACT: The initial term of the contract shall be for **Two Year**, with the County's option for additional ***One Year*** extension based on prior year's performance evaluation and contingent upon cost remaining unchanged. Hidalgo County reserves the right to continue this proposal for an additional sixty (60) day "Grace Period" at the end of the contract term for unforeseen delay of award for next term and contingent upon cost remaining unchanged. Additional requirements to be included in the contract, stated under **Scope of Services** in ***Exhibit "A"***.

DAVIS BACON ACT:
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications **(if applicable)**.

SECTION II - RFP REQUIREMENTS

REQUEST FOR PROPOSALS:

The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP. A total of **one (1) original and seven (7) copies** of the RFP shall be submitted to the address on the cover letter.

UNDERSTANDING OF THE PROJECT:

This section should demonstrate the proposers understanding of the project needs, the services required, and any local issues or concerns. Briefly explain how long you have been organized and your business objectives. Explain how long you have been in business. This description should be concise, candid, and limited to 3 pages in length.

PROPOSER'S QUALIFICATIONS:

Hidalgo County is soliciting to contract with a proposer who is qualified, licensed and certified. The proposer will directly perform the required services are required to have any and all applicable licenses, permits, credentials, qualifications to perform necessary services. Must submit any and all applicable licenses, permits, credentials, qualifications with RFP. Photostat copies are acceptable

PERSONNEL AND STAFFING:

The proposers should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided. Information regarding the proposer's credentials, education and experience with other entities is required and will be scored accordingly during the evaluation process.

REQUIRED CERTIFICATES AND SUBMITTAL:

This section will contain ***any/all*** licenses, registrations, permits, and certifications as required by the STATE OF TEXAS and HIDALGO COUNTY that you possess that deem you as qualified.

If proposer/vendor cannot meet any of the following services/responsibilities, such exceptions must be noted on the company's cover letter.

SCOPE OF SERVICES

The County of Hidalgo is accepting Proposals from interested firms with the experience in providing "Title Report Services". The purpose of soliciting Proposals (RFP) is to develop a "pool" of pre qualified firms or vendors from which evaluated, ranked and negotiated engagements of Indefinite Delivery Indefinite Quantity (IDIQ) contracts will be executed for "Title Report Services".

I. FIRM QUALIFICATIONS

A. The firm or vendor selected is to have adequate experience and a workload free from constraints to complete Title Reports within three (3) business days per parcel.

B. The provider should have experience with: (1) State (i.e. Tx DOT), County and other governmental entities as well as private sector firms; and/or (2) Education and/or life experience equivalent in rendering such services.

C. Hidalgo County intends to negotiate and issue one or more Indefinite Delivery Indefinite Quantity Contracts (IDIQ).

D. All information and/or data contained within the completed "Title Report" must be obtained from a Title/Abstract office.

II. SCOPE OF SERVICES

Information to be included in each title report:

1. Name and address of owner of property with information on title vesting;
2. Lien holder with recording information;
3. Legal description of property;
4. Easement affecting property both specifically for the lot arid general covering entire subdivision;
5. Show any Federal *and/or* State Tax Liens
6. Provide copies of Deed, Liens, and Easements.
7. Provide copy of maps where information was retrieved (Highlighted & Specified)

III. RFQ Requirements

Each proposal must address, but may not be limited to, the following issues:

1. Firm Name
2. Name, position, phone and fax number of Point of Contact (POC).
3. Name of Principal/Owner and number of years in business.
4. State name of Title Company from whose records information will be obtained.
5. List three governmental projects with names, addresses and phone numbers of representatives who can be contacted for references.
6. Detail how your firm/company has the capability to deliver the services required on a timely basis.

IV. Evaluation Criteria

The following criteria will generally be used to evaluate Statements of Qualifications:

1. Capability to perform all the services required for the noted projects in a timely manner, namely to meet schedules and deadlines of a maximum of three (3) business (working) days per parcel.
2. Recent experience and familiarity with Hidalgo County and the Texas Department of Transportation requirements and procedures;
3. List of recent projects.
4. Professional integrity and competence.
5. Professional background.
6. Current workload.
7. Thoroughness of information provided.

V. Request for Services &Evaluation Process

A department requiring Title Report Services will review, evaluate & rank at least three Statements of Qualifications utilizing the evaluation criteria noted below.

Based on the committee's review and evaluation, a minimum of three (3) firms will be ranked for further consideration and may be required to submit supplemental information.

Negotiations will take place with the potential firms in the order of their ranked evaluation, for subsequent negotiations of fees & services with one or more firms on a rotational basis for the Indefinite Delivery Indefinite Quantity (IDIQ) Contract.

VI. Involuntary Termination: The approval of a vendor as prequalified to perform work for the County under this RFP shall be deemed to be terminated and the vendor removed from the qualified vendor list upon the occurrence of any of the following:

A. The death of the vendor, if an individual, or the primary professional member, if a firm or entity;
B. The suspension, revocation or cancellation of the vendor's right to practice his profession in the State of Texas;
C. The imposition of any restriction or limitations by any Governmental authority having jurisdiction over the vendor to such an extent that the vendor cannot engage in the professional practice for which vendor is pre-qualified;
D. The failure of the vendor to faithfully and diligently perform the usual and customary duties assigned or contracted to it from time to time;
E. The failure or refusal of the vendor to comply with the reasonable policies, standards and regulations of Hidalgo County which may from time to time be established; provided, however, that such policies, standards and regulations are not contrary to any law or regulatory directive; or
F. The conduct of the vendor in any unprofessional, unethical, or fraudulent manner; a finding of unprofessional or unethical conduct by any board, institution, organization or professional society having any privilege or right to pass upon the conduct of the vendor, or conduct of the vendor which discredits Hidalgo County.
G. A vendor submitting a deliverable product, i.e. title report, that results in delay or interruption of the acquisition process including the incurring of additional expense by the County will be grounds for termination of vendor's participation in the "Pool".

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:
Proposer(s) is to provide a proposed fee on proposal page based on the scope of services/work requested.

RFPs must be submitted by **no later than 9:30 a.m. on Wednesday, JANUARY 21, 2009.**

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

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

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

All/Any costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the proposer and not reimbursements for such charges or expenses shall be passed onto Hidalgo County.

Hidalgo County has the authority to utilize State Contracts from its membership with their existing or new cooperatives when ever it is in the County's best interest to do so.

SECTION III – SELECTION/EVALUATION/RANKING

A. SELECTION/EVALUATION/RANKING PROCESS:

The RFP shall be submitted according to the schedule below. The County of Hidalgo is not required to select the proposal with the lowest fees, but shall take into consideration other factors, including past experience, evidence of good organization background, references, ability to provide requested services, and any other factors found necessary for quality services including a presentation of the proposed system. Hidalgo County will evaluate the proposal utilizing the evaluation criteria outlined in Exhibit "B" attached herein. Thereafter, Hidalgo County Commissioners Court will rank and/or award this proposal.

Proposals will be graded on a 100-point system with emphasis on ability to service Hidalgo County including, but not be limited to, the items listed below:

1. **Responsiveness:** **Total Points Possible:** **30 points**

   a. Thoroughness of Requested Information (10 Points)
   b. Understanding of Project (10 Points)
   c. List of References provided (10 Points)

2. **Firm Capabilities:** **Total Points Possible:** **40 points**

   a. Quality and Accuracy of work performed (10 points)
   b. Experience with similar projects (10 points)
   c. Capability to meet schedules and deadlines (10 points)
   d. Current workload and ability to commence various requested projects simultaneously (10 points)

3. **Cost Fees** In considering the proposals, the Hidalgo County reserves the right to select the acceptable applicant who offers contractual terms and conditions that are most advantageous, including but not limited to price per parcel and/or services price per day/hour.

30 points
Total 100 Points

B. RANKING OF PROPOSALS:

Hidalgo County will evaluate and score the RFP responses. After the RFPs have been evaluated and scored, Hidalgo County will make a recommendation to Hidalgo County Commissioners Court for approval of rank and/or award of proposal.

C. NEGOTIATION PROCESS:

Compliance with all requirements, the most cost productive, efficient and effective plan will be considered. Emphasis will be placed on capability to perform within the program as well as meeting the needs of Hidalgo County. Accuracy and completeness are essential. If negotiations proved unsuccessful, the next highest ranked proposer will be contacted. Hidalgo County reserves the right to reject any and all RFPs.

EXHIBIT B

SELECTION CRITERIA

REQUEST FOR PROPOSALS

HIDALGO COUNTY
"TITLE REPORT SERVICES (POOL)"
(Including all Funding Sources, Programs and Entities)

RFP NO: 2009-032-01-21-OTM

HIDALGO COUNTY
"TITLE REPORT SERVICES"
RFP NO: 2009-032-01-21 -OTM

EVALUATION CRITERIA

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

The RFP shall be submitted according to the schedule below. The County of Hidalgo is not required to select the proposal with the lowest fees, but shall take into consideration other factors, including past experience, evidence of good organization background, references, ability to provide requested services, and any other factors found necessary for quality services including a presentation of the proposed system. Hidalgo County will evaluate the proposal utilizing the evaluation criteria outlined in Exhibit "B" attached herein. Thereafter, Hidalgo County Commissioners Court will rank and/or award this proposal.

Proposals will be graded on a 100-point system with emphasis on ability to service Hidalgo County including, but not be limited to, the items listed below:

1.	**Responsiveness:** Thoroughness of requested information **Comments/Rationale for Points:**	**10 points**
2.	**Understanding of Project**	**10 points**
3.	**List of references provided**	**10 points**
4.	**Quality and Accuracy of work performed**	**10 points**
5.	**Experience with similar projects**	**10 points**
6.	**Capability to meet schedules and deadlines**	**10 points**
7.	**Current workload and ability to commence various requested projects simultaneously**	**10 points**

8. **Cost Fees.** In considering the proposals, the Hidalgo County reserves the right to select the acceptable applicant who offers contractual terms and conditions that are most advantageous, including but not limited to price per parcel and services price per day/hour. **30 points**

TOTAL POINTS 100

HIDALGO COUNTY
"TITLE REPORT SERVICES"
RFP NO: 2009-032-01-21-OTM

RFP EVALUATION FORM

	Selection Criteria	Range	Point Score
1.	**Responsiveness:** Thoroughness of requested information	**10 points**	_____
	Comments/Rationale for Points:_____		
	_____		
2.	**Understanding of Project**	**10 points**	_____
	Comments/Rationale for Points:_____		
	_____		
3.	**List of references provided**	**10 points**	_____
	Comments/Rationale for Points:_____		
	_____		
4.	**Quality and Accuracy of work performed**	**10 points**	_____
	Comments/Rationale for Points:_____		
	_____		
5.	**Experience with similar projects**	**10 points**	_____
	Comments/Rationale for Points:_____		
	_____		
6.	**Capability to meet schedules and deadlines**	**10 points**	_____
	Comments/Rationale for Points:_____		
	_____		
7.	**Current workload and ability to commence various requested projects simultaneously**	**10 points**	_____
	Comments/Rationale for Points:_____		
	_____		
8.	**Cost Fees.**	**30 points**	_____
	Comments/Rationale for Points:_____		
	_____		
	Total	100%	**Score** _____

Provider:_____
Evaluator: _____ Date:_____

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services (other than Professional Services)

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. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

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

4. 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.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). 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.

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

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

COVERAGES

	GENERAL LIABILITY			
	AUTOMOBILE LIABILITY			
	GARAGE LIABILITY			
	EXCESS LIABILITY			
	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY			
	OTHER			

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

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CANCELLED

Hidalgo County
Attn: Purchasing Department
2312 S Highway Bus. 281
Edinburg, Texas 78539

30

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

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

- ☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

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

  Automobile Liability: $_____ General Liability: $_____

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

_____ _____.
Authorized Representative Date

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

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

THIS FORM MUST ACCOMPANY 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

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

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING

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 nay 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 _____day of _____, 2008.

_____

Notary Public

My commission expires:_____, 2008.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name:	Telephone No. ( )
dba Name:	
Legal Name:	
Mailing Address :	Fax No. ( )
Physical Address:	
City, State, Zip	Tax I.D. No.
Remit to Address :	City, State, Zip
E-Mail Address:	
Representative(s) Name(s) & Title(s)	

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit
_____ LLC _____ Sole Proprietor _____ Other, Specify

State Identification No._____ (Please attached completed W-9 form with this application)
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ Date:_____ Other:

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker
_____ Distributor _____ Service Organization _____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:

- ❒ Less than 125,000 annual gross receipt
- ❒ Less than 250,000 annual gross receipt
- ❒ Less than 499,000 annual gross receipt
- ❒ More than 500,000 annual gross receipt

Disadvantaged Business (At Least 51% Ownership)

- ❒ Black American
- ❒ Hispanic American
- ❒ Asian Pacific American
- ❒ Native American
- ❒ Women
- ❒ Other

Have you been certified as a HUB or an MBE/WBE source?: ❒ Yes ❒ No

Indicate Certification No.(s):_____ or are Certificate(s) attached?: ❒ Yes ❒ 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?: ❒ Yes ❒ 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.:

Revised12/14/06

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

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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:

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

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)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

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.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
___ ___ ___ – ___ ___ – ___ ___ ___ ___

or

Employer identification number
___ ___ – ___ ___ ___ ___ ___ ___ ___

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. 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 ▶ | Date ▶

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:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

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:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may 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.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. 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

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

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.

REQUIREMENTS AGREEMENT

THIS AGREEMENT (the "Agreement") is entered into effective as of _____by and between _____, ("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County **"[TITLE REPORT SERVICES]"**, as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products and Warranty") for a period of two (2) year with the County's option to renew one (1) additional year based on the prior year's performance evaluation and contingent upon cost remaining unchanged and;

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best proposal to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good an valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

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

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

3. Contractor agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. County and Seller agree that either party may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

5. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law,

ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

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

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

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

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

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

If to Seller:

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

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

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

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

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

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

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

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

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

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

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

APPROVED BY COMMISSIONERS COURT ON, _____, 2009.

HIDALGO COUNTY

_____
Juan D. Salinas, III, County Judge

Date:_____

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Date:_____

Company: _____

By:_____

Printed Name:_____

Title:_____

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

By: Date:_____

_____
Stephen L. Crain

EXHIBIT "B"

Fee Schedule

SOUTH TEXAS LAND INVESTIGATIONS

315 EAST McINTYRE STREET

EDINBURG, TEXAS 78541

PHONE (956) 383-1657

FAX (956) 380-1497

E-MAIL: george@landtitleusa.com

I. FIRM QUALIFICATIONS

A. **SOUTH TEXAS LAND INVESTIGATIONS** has adequate experience and a workload free from constraints to complete Title Reports with three (3) business days per parcel.

B. **SOUTH TEXAS LAND INVESTIGATIONS** has adequate experience (i.e. TxDOT), County another governmental entities as well as private sector firms.

C. **SOUTH TEXAS LAND INVESTIGATIONS** is in the position to enter into and negotiate with **HIDALGO COUNTY** into an Indefinite Delivery Indefinite Quantity Contracts (ID I Q)

D. **SOUTH TEXAS LAND INVESTIGATIONS** will provide **"Title Reports"** based on information obtained from **LandTitleUSA**, formerly, **HIDALGO COUNTY ABSTRACT & TITLE COMPANY INC.**

II. SCOPE OF SERVICES

SOUTH TEXAS LAND INVESTIGATIONS is in the position to provide **"Title Reports"** containing all of items (1 through 7), as reflected on Section II RFQ Requirements, item II. At **$450.00 each parcel,** and **Updated Title Reports @ $350.00 each.**

III. RFQ Requirements

SOUTH TEXAS LAND INVESTIGATIONS
Jorge A. López, Title Examiner, **34 years** experience in the Title Business
Phone No. (956) 383-1657

SOUTH TEXAS LAND INVESTIGATIONS will provide **"Title Reports"** based on information obtained from **LandTitleUSA**, formerly, **HIDALGO COUNTY ABSTRACT & TITLE COMPANY,** at a price of $450.00 each parcel, and Updated Title Reports @ $350.00 each.

REFERENCES:

Mr. José N. Peña, R-O-W Director
HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

Ms. Vona Walker, Right of Way acquisition coordinator
CITY OF McALLEN.

Additional references may be provided if requested.

AI-14134 **21.A.6.**

Transfer of Property to State of Texas for the Construction of Substance Abuse Faciltiy

CC REGULAR

Date:	02/24/2009
Submitted By:	Marty Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Hidalgo County

Information

CAPTION

Approval to execute Special Warranty Deed to the State of Texas for the use and benefit of the Department of Health Services in connection with the construction of a substance abuse facility for the County of Hidalgo to be located in Precinct #4 with property's legal description as: (Please see Exhibit A attached - Metes and Bounds)

BACKGROUND

Fiscal Impact

Attachments

Link: Special Warranty Deed

Link: H.C. PRIMARY CARE & SUBSTANCE ABUSE

Link: BACK-UP

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	02/19/2009 02:17 PM	APRV
2	Budget & Management	Veronica Lopez	02/19/2009 03:02 PM	APRV
3	Manuel Chapa	Manuel Chapa	02/19/2009 05:08 PM	APRV
4	Auditor's Office		02/20/2009 05:33 PM	NEW

Form Started By: Marty Salazar

Started On: 02/18/2009 05:13 PM

Final Approval Date: 02/20/2009

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

DATE:	February 24, 2009
GRANTOR:	HIDALGO COUNTY, TEXAS
GRANTOR'S MAILING ADDRESS (including county):	100 E. Cano Edinburg, Texas 78539 Hidalgo County, Texas
GRANTEE:	The State of Texas, for the use and benefit of the Department of State Health Services
GRANTEE'S MAILING ADDRESS (including county):	1100 West 49th Street Austin, Texas 78756 Travis County, Texas

CONSIDERATION:

Ten Dollars and other good and valuable consideration paid by the Grantee named above, including improvements of the property described below for the public's use as a hospital facility known as the Hidalgo County Primary Care and Substance Abuse Facility (Facility), the receipt and sufficiency of which are acknowledged by Grantor.

PROPERTY (including any improvements):

That certain real property being more particularly described on Exhibit "A" which is attached hereto and incorporated herein for all purposes.

The Property is conveyed to Grantee in fee simple for so long as the Property is owned by Grantee and is used for public purposes as a hospital facility known as the Hidalgo County Primary Care and Substance Abuse Facility, including design, construction, and operation of the Facility, and if the Property is used for any other purpose or is conveyed to another party other than the state agency responsible for construction of the Facility, it shall automatically revert to and be owned by Grantor without the necessity of any further act on the part of Grantor, it being the intent of Grantor to convey a fee simple determinable estate to Grantee.

The Property is conveyed subject to all mineral leases, covenants, reservations, easements, discrepancies in boundary, encroachments, restrictions, statutes, ordinances or exceptions affecting the Property.

Grantor, for the Consideration and subject to the Reservations from and Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's successors to warrant and forever defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from and Exceptions to Conveyance and Warranty.

GRANTEE, BY ITS ACCEPTANCE HEREOF, ACCEPTS THE PROPERTY IN ITS PHYSICAL CONDITION AS OF THE DATE HEREOF, AS IS, WHERE IS AND WITH ALL FAULTS, AND ACKNOWLEDGES THAT IT HAS NO RECOURSE WHATSOEVER AGAINST GRANTOR WITH RESPECT TO THE PROPERTY. GRANTEE FURTHER ACKNOWLEDGES AND AGREE THAT GRANTOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATION, WARRANTY OR COVENANT OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESSED OR IMPLIED, WITH RESPECT TO THE PHYSICAL CONDITION, USE OR USEFULNESS OF THE PROPERTY OR ANY PORTION THEREOF, AND (1) GRANTOR HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF CONDITION, MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND (2) GRANTOR HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY WITH REGARD TO COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS, OR REQUIREMENTS INCLUDING, BUT NOT LIMITED TO, THOSE PERTAINING TO THE HANDLING, GENERATING, TREATING, STORING OR DISPOSING OF ANY HAZARDOUS WASTE OR SUBSTANCE.

When the context requires, singular nouns and pronouns include the plural.

HIDALGO COUNTY, TEXAS

By:_____
Juan de Dios ("J.D.") Salinas, III,
Hidalgo County Judge

ATTEST:

_____
Arturo Guajardo, Jr.
Hidalgo County Clerk

ACCEPTED AND AGREED:

By: _____
Name: _____
Title: _____

STATE OF TEXAS, for the use and benefit of the
DEPARTMENT OF STATE HEALTH SERVICES

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on _____, 2009, by Juan de Dios ("J.D.") Salinas, III, Hidalgo County Judge of HIDALGO COUNTY, TEXAS, in the capacity therein stated.

_____
Notary Public, State of Texas

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on _____, 2009, by _____, _____, for and on behalf of the STATE OF TEXAS, for the use and benefit of the DEPARTMENT OF STATE HEALTH SERVICES, in the capacity therein stated.

_____
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Stephen L. Crain
Atlas & Hall, L.L.P.
P. O. Box 3725
McAllen, Texas 78502-3725

Exhibit (A)

METES AND BOUNDS

HIDALGO COUNTY PRIMARY CARE AND SUBSTANCE ABUSE FACILITY
FIFTY FOOT ACCESS EASEMENT

A 0.436 ACRE TRACT OF LAND OUT OF MULTI-PURPOSE FACILITY FOR PRECINCT No.4 SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 27, PAGE 181, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED IN VOLUME 2990, PAGE 579, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A ½" IRON ROD FOUND ON THE NORTH RIGHT OF WAY LINE OF F.M. 2128 AND ON THE EAST LINE OF MULTI-PURPOSE FACILITY FOR PRECINCT No.4 SUBDIVISION FOR THE SOUTHEAST CORNER OF THIS TRACT, SAID ROD BEARS NORTH, 50.00 FEET FROM THE SOUTHEAST CORNER OF MULTI-PURPOSE FACILITY FOR PRECINCT No.4 SUBDIVISION.

THENCE; N 89°52'W, ALONG THE NORTH RIGHT OF WAY LINE OF F.M. 2128, A DISTANCE OF 50.00 FEET TO A ½" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; NORTH, A DISTANCE OF 379.88 FEET TO A ½" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR THE NORTHWEST CORNER OF THIS TRACT.

THENCE; EAST, A DISTANCE OF 50.00 FEET TO A ½" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET ON THE EAST LINE OF THE MULTI-PURPOSE FACILITY FOR PRECINCT No.4 SUBDIVISION FOR THE NORTHEAST CORNER OF THIS TRACT.

THENCE; SOUTH, ALONG THE EAST LINE OF THE MULTI-PURPOSE FACILITY FOR PRECINCT No.4 SUBDIVISION, A DISTANCE OF 380.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.436 OF AN ACRE OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH MULTI-PURPOSE FACILITY FOR PRECINCT No.4 SUBDIVISION, RECORDED IN VOLUME 27, PAGE 181, MAP RECORDS, HIDALGO COUNTY, TEXAS.

THE PROPERTY DESCRIBED IN THIS METES AND BOUNDS MAY BE SUBJECT TO THE SUBDIVISION REGULATIONS OF THE COUNTY OF HIDALGO AND/OR ORDINANCES OR GOVERNMENTAL REGULATIONS OF THE CITY IN WHICH THE PROPERTY MAY BE LOCATED OR HOLDING EXTRA TERRITORIAL JURISDICTION.

I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THE ABOVE METES AND BOUNDS TO BE TRUE AND CORRECT, AND TO BE THE REPRESENTATION AND RESULT OF AN ACTUAL SURVEY DONE ON THE GROUND UNDER MY DIRECTION.

DATE PREPARED: April 15, 2008

ALFONSO QUINTANILLA
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4856



THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

TITLE REPORT
NO. 2990579

Prepared For: **HIDALGO COUNTY PURCHASING DEPARTMENT**

ATTENTION: **MS. OLGA T. MONTERO**

Project Name:{ "PRIMARY CARE AND SUBSTANCE ABUSE"}
C/o Quintanilla, Headley & Associates, Inc
Mr. Alfonso Quintanilla, RPLS

TAX ACCOUNT NUMBER: M7020-00-000-0000-00

I, **Jorge A. López**, hereby certify that after a careful search of the records and files in the office of **LandTitleUSA, INC.** formerly, **HIDALGO COUNTY ABSTRACT & TITLE CO., INC.,** and **THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS,** affecting title to the following described tract of land situated in Hidalgo County, Texas to-wit:

THE RECORDS SHOW THE FOLLOWING:

DESCRIPTION: **All of MULTI-PURPOSE FACILITY FOR PRECINCT NO. 4 SUBDIVISION,** being a subdivision out of a **13.30 acre tract** of land out of **Lot Fifteen (15), Section (245)** of the **TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY** of lands in Hidalgo County, Texas, according to the map thereof recorded in **Volume 27, Page 181, Map Records,** Hidalgo County, Texas.

TITLE APPEARS TO BE VESTED IN: **HIDALGO COUNTY, TEXAS**
13504 W. Pavillion Dr.
Sun City West, AZ 85375

Warranty Deed dated **October 30, 1990**, recorded in **Volume 2990, Page 579, Official Records,** Hidalgo County, Texas, from **Oscar L. Garza** and **Leo Longoria,** d/b/a **GARZA LONGORIA CATTLE COMPANY,** To: **COUNTY OF HIDALGO, TEXAS.**
{See copy hereto attached}

SUBJECT TO THE FOLLOWING:

Easements and reservations as may appear upon the recorded map of said subdivision recorded in **Volume 27, Page 181, Map Records** of Hidalgo County, Texas.
{See copy hereto attached}

Subdivision regulations of the County of Hidalgo and/or Ordinances or governmental regulations of the City in which the property may be located or holding extra-territorial jurisdiction of said property.

Rights, rules, regulations easements and Liens in favor of **HIDALGO COUNTY IRRIGATION DISTRICT NO. ONE**
{See copy of map hereto attached}

Warranty Deed dated **October 18, 1935**, recorded in **Volume 379, Page 596, Deed Records,** Hidalgo County, Texas, from **Mrs. James McLeod**, To: **THE STATE OF TEXAS.**
[a strip of land 50 feet wide off of the South side of Lot 15, Block 245, Tex-Mex]

Irrigation Easement reserved in favor of **HIDALGO COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NUMBER ONE (1),** as reserved in Deed with Reservation of Right of Way recorded in **Volume 519, Page 167; and in Volume 593, Page 498, Deed Records,** Hidalgo County, Texas.
{See copies hereto attached}

Right-of-Way Easement dated **May 24, 1973**, recorded in **Volume 1411, Page 614, Deed Records,** Hidalgo County, Texas, from **Garza-Longoria Cattle Company**, TO: **NORTH ALAMO WATER SUPPLY CORPORATION.**
{See copy hereto attached}

Utility Easement dated **April 13, 1992**, recorded in **Volume 3242, Page 201, Official Records,** Hidalgo County, Texas, from **The County of Hidalgo, Texas**, to: **CENTRAL POWER AND LIGHT COMPANY.**
{Re: a 10 foot wide Utility Easement}

As of the 27Th. Day of February 2008, at 5:00 o'clock P.M.

SOUTH TEXAS LAND INVESTIGATIONS
114 NORTH 12TH. STREET, EDINBURG, TEXAS 78539
PHONE NO.: (956) 383-1657 FAX NO.: (956) 380-1497
E-MAIL : [illegible]@landtitleusa.com

JORGE A. LOPEZ/ Title Examiner
{TIUB CERTIFICATE NO.: 2458135981700 }

Martha Salazar

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, February 19, 2009 11:52 AM
To: 'alfonsoquintanilla@sbcglobal.net'
Subject: FW: Hidalgo County Primary Care & Substance Abuse Facility

---

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, February 19, 2009 11:49 AM
To: 'alfonsoquintanilla@sbcglobal.net'
Subject: RE: Hidalgo County Primary Care & Substance Abuse Facility

Good Morning Mr. Quintanilla:
I have placed an item on next Tuesday's CC meeting agenda which will approval of a Special Warranty Deed to the State of Texas (Department of State Health Services). Can you please provide us with the new legal description as soon as you confirm that the City of Edinburg has recorded the new plat. Otherwise, the deed will be approved using the legal description with metes and bounds.
Thanks,
Marty Salazar

From: Alfonso Quintanilla [mailto:alfonsoquintanilla@sbcglobal.net]
Sent: Thursday, February 19, 2009 8:28 AM
To: Martha Salazar
Subject: Hidalgo County Primary Care & Substance Abuse Facility

Hi Marty, FYI.

Alfonso Quintanilla, P.E., R.P.L.S.
Quintanilla, Headley & Associates, Inc.
124 East Stubbs
Edinburg, Texas 78539
Phone (956) 381-6480
Fax (956) 381-0527
Cel. (956) 624-6699

--- On **Wed, 2/18/09, Alfonso Quintanilla** ***<alfonsoquintanilla@sbcglobal.net>*** wrote:
From: Alfonso Quintanilla <alfonsoquintanilla@sbcglobal.net>
Subject: Re: FW: Land Transfer
To: "Brenda Garza" <brenda.garza@hidalgocountyjudge.com>
Date: Wednesday, February 18, 2009, 9:00 AM

Good morning Brenda,

I just talked to Isidro Fernandez, City Planner from Edinburg, and he informed me that this plat should be recorded by this Thursday or Friday.

Alfonso Quintanilla, P.E., R.P.L.S.
Quintanilla, Headley & Associates, Inc.
124 East Stubbs
Edinburg, Texas 78539
Phone (956) 381-6480
Fax (956) 381-0527
Cel. (956) 624-6699

--- On **Wed, 2/18/09, Brenda Garza** ***<brenda.garza@hidalgocountyjudge.com>*** wrote:

> From: Brenda Garza <brenda.garza@hidalgocountyjudge.com>
> Subject: FW: Land Transfer
> To: alfonsoquintanilla@sbcglobal.net
> Cc: paul.medrano@tfc.state.tx.us
> Date: Wednesday, February 18, 2009, 8:14 AM
>
> Good morning, Mr. Quintanilla!

Please refer to following email regarding the platting of the land.

Thanks!
Brenda Garza

From: paul.medrano@tfc.state.tx.us [mailto:paul.medrano@tfc.state.tx.us]
Sent: Wednesday, February 18, 2009 8:03 AM
To: brenda.garza@co.hidalgo.tx.us
Subject: Land Transfer

Good morning Brenda,
I just wanted to check where we are on the plating of the land. Apparently there is now a big push to transfer the land to the State. Also, you may in the pass sent me a copy of the Commissioners' Court Resolution agreeing to the County transferring the property to the State for the construction of the clinic, but I can't find it. Could you please resend it.

Thanks,
Paul

Paul Medrano, AIA
Program Manager
Facilities Design and Construction
Texas Facilities Commission
Phone: (512) 463-2246 Cell: (512) 779-2953
Fax: (512) 236-6174
paul.medrano@tfc.state.tx.us

The Facilities Commission values customer service
Please Tell Us What You Think. To provide feedback, please go to the following Website:
http://portal.tfc.state.tx.us/survey
We appreciate and value your input

HIDALGO COUNTY PRIMARY CARE AND SUBSTANCE ABUSE FACILITY SUBDIVISION

A 6.75 ACRE TRACT OF LAND OUT OF MULTI-PURPOSE FACILITY FOR PRESIDIO No.4 SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 27, PAGE 151, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED IN VOLUME 2880, PAGE 579, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS

HIDALGO COUNTY PRIMARY CARE AND SUBSTANCE ABUSE FACILITY

A 6.75 ACRE TRACT OF LAND OUT OF MULTI-PURPOSE FACILITY FOR PRESIDIO No.4 SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 27, PAGE 151, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED IN VOLUME 2880, PAGE 579, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4858 FOUND ON THE EAST LINE OF MULTI-PURPOSE FACILITY FOR PRESIDIO No.4 SUBDIVISION AND ON THE NORTH RIGHT OF WAY LINE OF F.M. 2128 FOR THE SOUTHWEST CORNER OF THIS TRACT, SAID ROD BEARS NORTH 50.00 FEET FROM THE SOUTHEAST CORNER OF MULTI-PURPOSE FACILITY FOR PRESIDIO No.4 SUBDIVISION;

THENCE, N 89°52'31" E, ALONG THE NORTH RIGHT OF WAY LINE OF F.M. 2128, A DISTANCE OF 50.00 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4858 SET FOR THE MOST SOUTHERLY SOUTHWEST CORNER OF THIS TRACT;

THENCE, NORTH, A DISTANCE OF 379.68 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4858 SET FOR AN INTERIOR CORNER OF THIS TRACT;

THENCE, WEST, A DISTANCE OF 579.83 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4858 SET ON THE WEST LINE OF MULTI-PURPOSE FACILITY FOR PRESIDIO No.4 SUBDIVISION FOR THE MOST WESTERLY SOUTHWEST CORNER OF THIS TRACT;

THENCE, ALONG THE WEST LINE OF THE MULTI-PURPOSE FACILITY FOR PRESIDIO No.4 SUBDIVISION AND ALONG THE ARC OF A CURVE TO THE RIGHT (CURVE DATA: DELTA = 68°15'16", RADIUS = 412.50 FEET), A DISTANCE OF 490.83 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4858 SET FOR AN INTERIOR CORNER OF MULTI-PURPOSE FACILITY FOR PRESIDIO No.4 SUBDIVISION AND AN INTERIOR CORNER OF THIS TRACT;

THENCE, N 39°13'43"E, ALONG THE WEST LINE OF MULTI-PURPOSE FACILITY FOR PRESIDIO No.4 SUBDIVISION, A DISTANCE OF 913.84 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4858 SET FOR AN INTERIOR CORNER OF MULTI-PURPOSE FACILITY FOR PRESIDIO No.4 SUBDIVISION AND AN INTERIOR CORNER OF THIS TRACT;

THENCE, ALONG THE WEST LINE OF MULTI-PURPOSE FACILITY FOR PRESIDIO No.4 SUBDIVISION, AND ALONG THE ARC OF A CURVE TO THE LEFT (CURVE DATA: DELTA = 29°01'16", RADIUS = 70.00 FEET), A DISTANCE OF 37.05 FEET TO A 1/2" IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID TRACT AND THE SOUTHWEST CORNER OF THIS TRACT;

THENCE, EAST, ALONG THE NORTH LINE OF THE MULTI-PURPOSE FACILITY FOR PRESIDIO No.4 SUBDIVISION, A DISTANCE OF 41.28 FEET TO A 1/2" IRON ROD FOUND FOR THE NORTHEAST CORNER OF THE TRACT AND THE SOUTHEAST CORNER OF SAID TRACT;

THENCE, SOUTH, ALONG THE EAST LINE OF THE MULTI-PURPOSE FACILITY FOR PRESIDIO No.4 SUBDIVISION, A DISTANCE OF 1,204.28 FEET TO THE POINT OF BEGINNING AND CONTAINING 6.75 ACRES OF LAND MORE OR LESS.

SURVEYED THIS IN ACCORDANCE WITH MULTI-PURPOSE FACILITY FOR PRESIDIO No.4 SUBDIVISION, RECORDED IN VOLUME 27, PAGE 151, MAP RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

I, [redacted], A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT AND THE FIELD NOTES HEREON WERE PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF EDINBURG, TEXAS.

DATED THIS THE 16th DAY OF DECEMBER, 2019.

[redacted]
REGISTERED PROFESSIONAL SURVEYOR
No. 4858 STATE OF TEXAS

SURVEYED BY:
TEXAS-MEXICO RAILWAY COMPANY'S SURVEY

RIGHT OF WAY DEDICATION

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, owners of the property

STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, THE UNDERSIGNED, OWNER OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS THE HIDALGO COUNTY PRIMARY CARE AND SUBSTANCE ABUSE FACILITY SUBDIVISION, TO THE CITY OF EDINBURG AND WHOSE NAME IS SUBSCRIBED HEREIN, HEREBY DEDICATE TO THE USE OF THE PUBLIC ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS, AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

[redacted] 1/28/19
DATE

COUNTY OF HIDALGO BY
COUNTY JUDGE
JUAN D. SALINAS III
100 E. CANO 3RD FLOOR
EDINBURG, TEXAS 78539

STATE OF TEXAS
COUNTY OF HIDALGO

COUNTY JUDGE

BEFORE ME, the undersigned authority, on this day personally appeared JUAN D. SALINAS III known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for purposes and consideration therein stated.

Given under my hand and seal of office this 28th day of January, 2019.

[redacted]
NOTARY PUBLIC

STATE OF TEXAS
COUNTY OF HIDALGO

I, JUAN D. LOPEZ, ADMINISTRATOR / DIRECTOR OF PLANNING AND ZONING DEPARTMENT OF THE CITY OF EDINBURG, TEXAS DO HEREBY CERTIFY THAT THIS SUBDIVISION PLAT KNOWN AS HIDALGO COUNTY PRIMARY CARE AND SUBSTANCE ABUSE FACILITY SUBDIVISION IS IN CONFORMANCE WITH THE SUBDIVISION ORDINANCE OF THE CITY OF EDINBURG, TEXAS AS AMENDED AND HAS BEEN APPROVED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF EDINBURG, TEXAS ON THE [redacted] DAY OF [redacted], 2019.

[redacted]
ADMINISTRATOR / PLANNING AND ZONING DEPARTMENT DIRECTOR

NOTE:
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY ADOPTED THIS PLAT AS DRAINAGE PLANS FOR THIS SUBDIVISION. DRAINAGE FOR THE SUBDIVISION SHALL BE PROVIDED BY THE OWNER(S) OF THE SUBDIVISION IN ACCORDANCE WITH THE DRAINAGE DISTRICT'S DRAINAGE CRITERIA MANUAL. THE DRAINAGE DISTRICT REVIEWS THE DRAINAGE PLANS TO ASSURE THAT THE PEAK RATE OF RUNOFF FROM THE SUBDIVISION WILL NOT EXCEED THE CAPACITY OF THE DOWNSTREAM DRAINAGE SYSTEM. THE DRAINAGE DISTRICT DOES NOT REVIEW THE ADEQUACY OF THE SUBDIVISION'S INTERNAL DRAINAGE FACILITIES; THIS IS THE RESPONSIBILITY OF THE OWNER AND THE ENGINEER WHO SIGNED THE PLANS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
BY: [redacted]
1/28/19

THIS PLAT IS HEREBY APPROVED BY HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 ON THIS THE 28th DAY OF January, 2019.

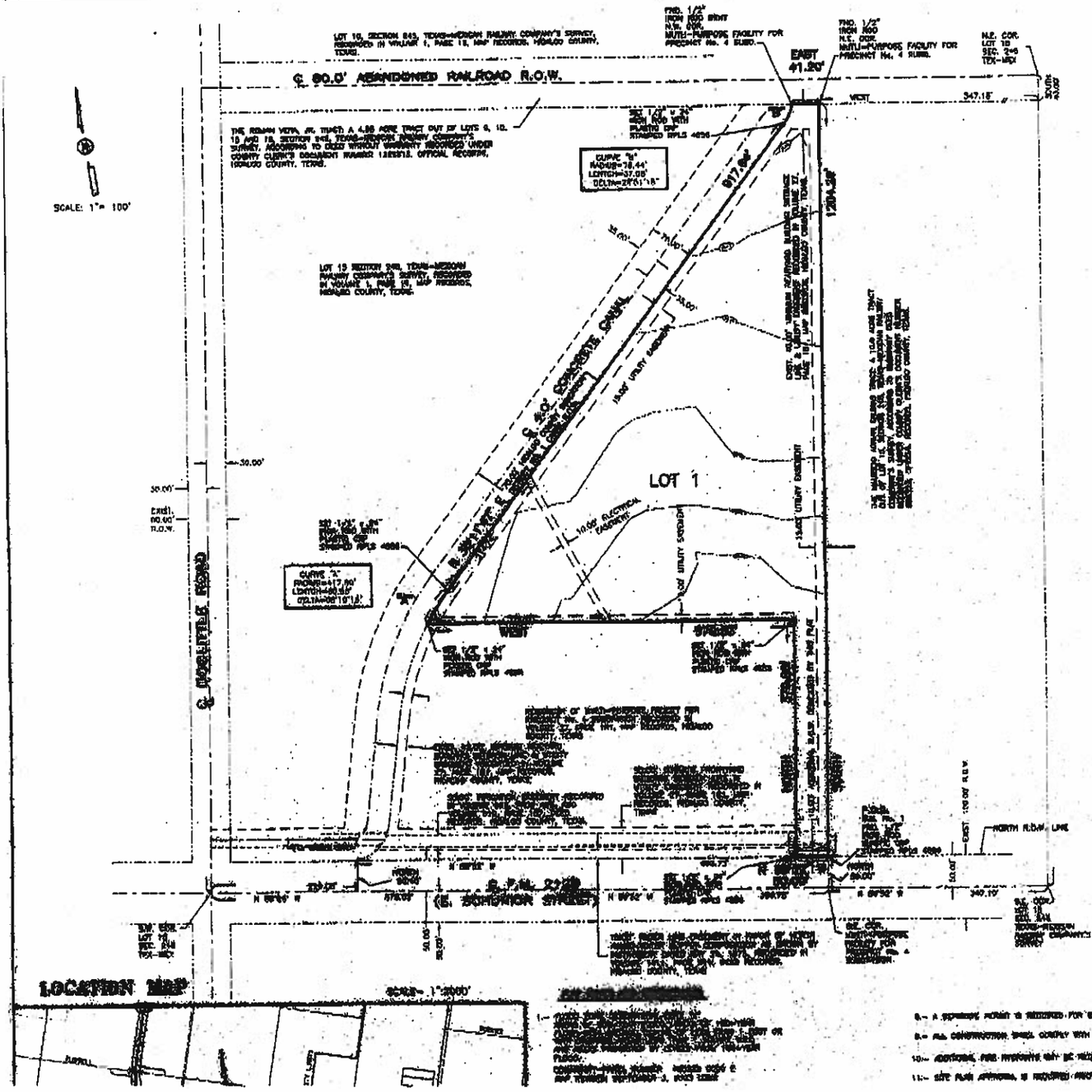
NO IMPROVEMENTS OF ANY KIND SHALL BE MADE WITHIN HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 RIGHT-OF-WAY OR EASEMENT UNLESS THE DRAINAGE DISTRICT'S CONSENT IS OBTAINED.

[redacted]
SECRETARY
PRESIDENT

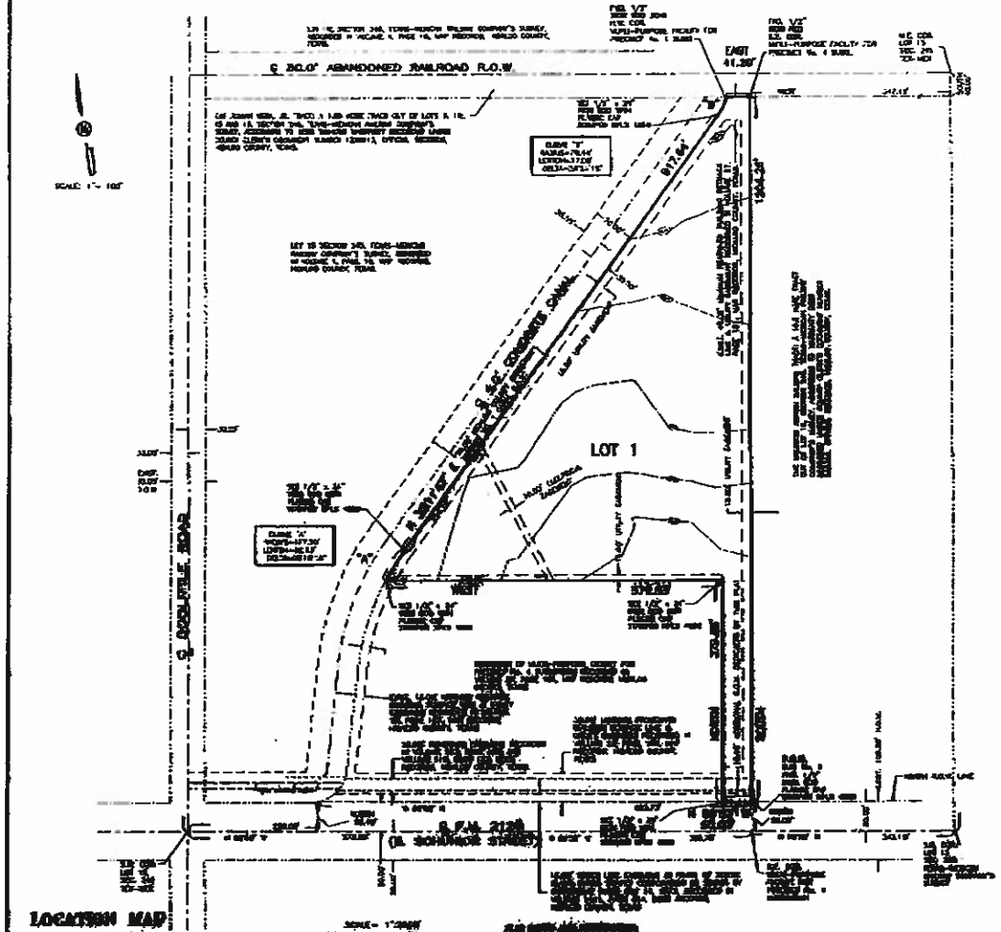
STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

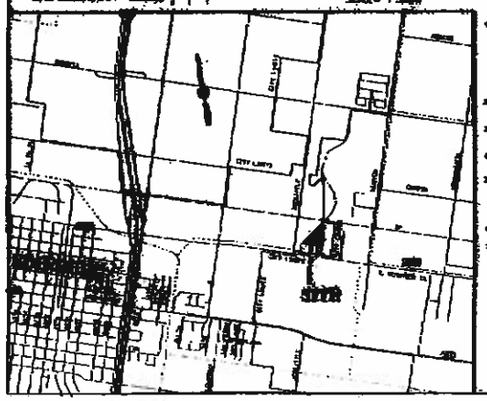
I CERTIFY THAT ALL WATER AND SEWER SERVICE FACILITIES FOR LOTS PROPOSED FOR RESIDENTIAL PURPOSES DESCRIBED ABOVE ARE IN CONFORMANCE WITH THE MINIMUM ADOPTED RULES PROMULGATED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY.


SCALE: 1"= 100'
℄ 80.0' ABANDONED RAILROAD R.O.W.
LOT 1
℄ MCCOLL ROAD
(E. BOWDEN STREET)
LOCATION MAP
SCALE: 1"=2000'

HIDALGO COUNTY PRIMARY CARE AND SUBSTANCE ABUSE FACILITY SUBDIVISION



LOCATION MAP



QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS
LAND SURVEYORS

AI-14144 **21.A.7.**

El Milagro Clinic - Demonstration Program Primary/Specialty Health Care Services And/Or Targeted Case Management Services

CC REGULAR

Date:	02/24/2009
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Presentation for discussion, consideration, and approval of a request from "El Milagro Clinic" for Hidalgo County to accept the "revised" budget which does not exceed the original awarded amount of $215,559.00 (Commissioners Court-04/07/08) for: Demonstration Program Primary/Specialty Health Care Services and/or Targeted Case Management.

BACKGROUND

The approved budget amount does not change, their only changes were within their line items in their report (C-07-402C-03-25).

Fiscal Impact

FISCAL YEAR: ACCT. #: 8-1100-444-00-340-039-0-843

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

BUDGETARY IMPACT:

No Budgetary Impac. It is only for approval of a "revised" budget request. Available balance as of 2-20-09 $36,656.27.

Attachments

Link: El Milagro Clinic Documentation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/19/2009 12:14 PM	APRV
2	Budget & Management	Veronica Lopez	02/19/2009 01:08 PM	APRV
3	Manuel Chapa	Manuel Chapa	02/20/2009 07:57 AM	APRV
4	Auditor's Office		02/20/2009 05:33 PM	NEW

Form Started By: Vangie Garcia Started On: 02/19/2009 11:36 AM

Final Approval Date: 02/20/2009

Evangelina Garcia

From: Evangelina Garcia [evangelina.garcia@co.hidalgo.tx.us]
Sent: Thursday, February 19, 2009 8:48 AM
To: 'Dairen Sarmiento'
Subject: RE: el milagro

Ok

From: Dairen Sarmiento [mailto:dairen.sarmiento@hchd.org]
Sent: Thursday, February 19, 2009 8:20 AM
To: evangelina.garcia@co.hidalgo.tx.us
Cc: mike.escaname@auditor.co.hidalgo.tx.us
Subject: el milagro

Please place this on the next commissioners court agenda. Thanks.

Dairen Sarmiento,Director
County Indigent Health Care Program
Health & Human Services Department
1304 South 25th Avenue
Edinburg, Texas 78539
(956) 318-2011 extension 424
(956) 318-2019 FAX

LOWER RIO GRANDE VALLEY COMMUNITY
HEALTH MANAGEMENT CORPORATION, INC.

EL MILAGRO CLINIC
901 East Vermont Avenue
McAllen, Texas 78503
Telephone (956) 664-9416
Fax (956) 664-9243

February 18, 2009

Dairene Sarmiento
H.S. Director
1304 S. 25th
Edinburg, Texas 78542

Dear Ms. Sarmiento:

Thank you so much for the help you have provided us during the past approximately 10 months. Your expertise and support have provided us with very timely reimbursement with the funding for our County Project.

I am enclosing a revised budget for the project. I have moved amounts from categories that will have unspent amounts and moved them to categories where expenditures have been underestimated. All services and purchases will of course follow the same eligibility requirements as provided under our County contract. Thank you so much for your continued support.

Sincerely,

Grace Lawson
Executive Director

LOWER RIO GRANDE VALLEY COMMUNITY HEALTH MANAGEMENT CORPORATION, INC
dba. EL MILAGRO CLINIC
REVISED BUDGET
CHANGES EFFECTIVE 02/2009

COUNTY FUNDING	BUDGET	REVISED BUDGET	CUMULATIVE	REMAINING BUDGET BALANCE
One (1) Physician	93,355.00	100,355.00	93,355.00	7,000.00
Special Services (Cardiolgy, Oncology, etc.)	29,400.00	22,400.00	18,699.00	3,701.00
Licensed Vocational Nurse	17,940.00	16,940.00	13,083.39	3,856.61
Medical Assistant	12,420.00	12,420.00	9,872.81	2,547.19
Medical Supplies	12,350.00	9,850.00	8,184.40	1,665.60
Medication	6,222.00	2,722.00	1,419.23	1,302.77
Pharmacy Supplies				
Laboratory	22,500.00	26,500.00	22,500.00	4,000.00
Radiology (including Mammograms)	21,372.00	24,372.00	21,372.00	3,000.00
SUB-TOTAL	**$215,559.00**	**$215,559.00**	**188,485.83**	**27,073.17**

El Milagro Clinic	Approved Budget	Amended Budget 9/15/08	4/15/2008	5/31/2008	6/30/2008	7/31/2008	8/31/2008	Cummulative Total	Remaining Balance
1. Two Mid-Level Providers (1.5 FTE) or One Physician (.5 FTE)	$ 100,559.00	$ 93,355.00	$ 5,144.25	$ 8,926.20	$ 8,464.50	$ 9,285.30	$ 8,934.75	$ 40,755.00	$ 52,600.00
2. Special Services (Cariology, Oncology, etc)	$ 82,000.00	$ 29,400.00	$ 429.00	$ 300.00	$ 1,728.00	$ 3,168.00	$ 2,925.00	$ 8,550.00	$ 20,850.00
3. LVN (.75 FTE)	$ 26,000.00	$ 17,940.00	$ 604.80	$ 1,699.20	$ 1,555.20	$ 1,526.40	$ 1,078.02	$ 6,463.62	$ 11,476.38
4. Medical Assistant (1 FTE)	$ 18,000.00	$ 12,420.00	$ 423.69	$ 1,190.38	$ 1,089.50	$ 1,069.32	$ 1,215.01	$ 4,987.90	$ 7,432.10
5. Medical Supplies	$ 15,000.00	$ 12,350.00	$ -	$ 262.12	$ 2,135.19	$ -	$ 4,585.74	$ 6,983.05	$ 5,366.95
6. Medication/Pharmacy Supplies	$ 20,000.00	$ 6,222.00	$ -	$ 113.71	$ 77.66	$ 273.94	$ 156.57	$ 621.88	$ 5,600.12
7. Laboratory	$ 25,000.00	$ 22,500.00	$ -	$ 1,943.63	$ 4,364.42	$ 3,630.06	$ 3,377.60	$ 13,315.71	$ 9,184.29
8. Radiology (Including Mammograms)	$ 25,000.00	$ 21,372.00	$ -		$ 2,485.00	$ 3,535.00	$ 5,405.00	$ 11,425.00	$ 9,947.00
SUB TOTAL	$ 311,559.00	$ 215,559.00	$ 6,601.74	$ 14,435.24	$ 21,899.47	$ 22,488.02	$ 27,677.69	$ 93,102.16	$ 122,456.84
9. In-Direct Cost	$ 34,336.00		$ 3,434.00	$ 3,434.00	$ 3,434.00	$ 3,434.00		$ 13,736.00	$ (13,736.00)
TOTAL	$ 345,895.00		$ 10,035.74	$ 17,869.24	$ 25,333.47	$ 25,922.02	$ 27,677.69	$ 106,838.16	$ (106,838.16)
Minus other revenue	$ (130,336.00)		$ (3,434.00)	$ (3,434.00)	$ (3,434.00)	$ (3,434.00)		$ (13,736.00)	$ 13,736.00
Total Direct Costs - Reimbursement	$ 215,559.00	$ 215,559.00	$ 6,601.74	$ 14,435.24	$ 21,899.47	$ 22,488.02	$ 27,677.69	$ 93,102.16	$ 122,456.84

AI-14096 **21.A.8.**

Demonstration Program Primary/Speciality Health Care Services And/Or Targeted Case Management Services

CC REGULAR

Date:	02/24/2009
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Presentation for discussion, consideration, and approval of a request from "Community Hopes Project, Inc. d/b/a Hope Family Health Center", for Hidalgo County to accept the "revised" budget which does not exceed the original awarded amount of $174,287.00 (Commissioners Court-04/07/08) for: Demonstration Program Primary/Specialty Health Care Services and/or Targeted Case Management.

BACKGROUND

The approved budget amount does not change, their only changes were within their line items in their report (C-07-402A-03-25).

Fiscal Impact

FISCAL YEAR: ACCT. #: 8-1100-444-00-340-037-0-843

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

BUDGETARY IMPACT:

No Budgetary impact. It is only for approval of a "revised" budget request.
Available balance as of 2-19-09 $74,583.42

Attachments

Link: REVISION INFORMATION

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/18/2009 03:42 PM	APRV
2	Budget & Management	Veronica Lopez	02/18/2009 03:54 PM	APRV
3	Manuel Chapa	Manuel Chapa	02/19/2009 11:22 AM	APRV
4	Auditor's Office		02/20/2009 05:33 PM	NEW

Form Started By: Vangie Garcia — Started On: 02/18/2009 01:15 PM

Final Approval Date: 02/20/2009

Evangelina Garcia

From: Evangelina Garcia [evangelina.garcia@co.hidalgo.tx.us]
Sent: Wednesday, February 18, 2009 1:09 PM
To: 'Dairen Sarmiento'
Subject: RE: Request for Budget Change - Can you please on the next Commissioners Court Agenda?

Dairen,
I will place the agenda item for next week's agenda.

From: Dairen Sarmiento [mailto:dairen.sarmiento@hchd.org]
Sent: Wednesday, February 18, 2009 10:41 AM
To: Garcia, Evangelina
Subject: Fw: Request for Budget Change - Can you please on the next Commissioners Court Agenda?

Will this be on next weeks agenda?

Dairen Sarmiento,Director
County Indigent Health Care Program
Health & Human Services Department
1304 South 25th Avenue
Edinburg, Texas 78539
(956) 318-2011 extension 424
(956) 318-2019 FAX

-----Original Message-----
From: "Dairen Sarmiento" <dairen.sarmiento@hchd.org>
Sent 2/12/2009 3:00:13 PM
To: mike.escaname@auditor.co.hidalgo.tx.us, "Garcia, Evangelina" <evangelina.garcia@co.hidalgo.tx.us>
Subject: Fw: Request for Budget Change - Can you please on the next Commissioners Court Agenda?

SEE ATTACHED

-----Original Message-----
From: "Rebecca Ramirez" <rebecca@hopefamilyhealthcenter.org>
Sent 2/12/2009 2:22:58 PM
To: darien.sarmiento@hchd.org
Cc: "'Dairen Sarmiento'" <dairen.sarmiento@hchd.org>
Subject: Request for Budget Change

Hello Darien~
I hope all is well. I am sending our reimbursement request for the month of January today and along with it I am sending a revised budget form (see attached). Is this format alright?
Thank you!

Rebecca E. Ramirez, LMSW
Executive Director/Social Worker
Hope Family Health Center
2332 Jordan Rd

Community Hope Projects, Inc.
dba Hope Family Health Center
Hidalgo County Demonstration Grant Project
Revised Budget

BUDGET

Program Expenses	Initially Proposed	Initially Awarded	Requested Revision	Requested Revisions 2/13/09
PA Clinical Rotation Preceptor Program	60,000	60,000	50,050	66,420
Laboratory/ Diagnostic Testing	45,000	45,000	21,662	21,662
Glucose Testing Machines, Test Strips, Teaching Supplies	25,000	5,000	5,000	0
Stipends: Registered Dietitian/Nutritionist	30,000	19,287	27,759	24,078
Case Management/Supportive Counseling	40,000	45,000	69,816	62,127
Total	**200,000**	**174,287**	**174,287**	174,287

Community Hope Projects, Inc.
dba Hope Family Health Center
Hidalgo County Demonstration Grant Project
Revised Budget

BUDGET

Program Expenses	Initially Proposed	Initially Awarded	Requested Revision
PA Clinical Rotation Preceptor Program	60,000	60,000	50,050
Laboratory/ Diagnostic Testing	45,000	45,000	21,662
Glucose Testing Machines, Test Strips, Teaching Supplies	25,000	5,000	5,000
Stipends: Registered Dietitian/Nutritionist	30,000	19,287	27,759
Case Management/Supportive Counseling	40,000	45,000	69,816
Total	**200,000**	**174,287**	**174,287**

AI-14164 **21.A.9.**

Purchase of Various New 2009 Vehicles Pct 2 & Pct 4

CC REGULAR

Date:	02/24/2009
Submitted By:	Oscar Garza, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Constables

Information

CAPTION

Requesting authorization to purchase through Hidalgo County's membership and participation with TASB/Buyboard (Contract No. 281-07) awarded vendor Philpott Motors the following units as described:

A. Pct. #2 Code Enforcement: (Project #09-092-OGG)
Three (3) New 2009 Ford F-150 4x2 Pick up Trucks; in the amount not to exceed $93,618.00

B. Pct. #4 Constable:(Project #09-121-OGG)
One (1) New 2009 F150 PU 4x4; in the amount not to exceed $34,990.00
One (1) New 2009 F150 PU 4x4; in the amount not to exceed $36,335.00

Combined total:	$ 164.943.00
Buyboard Fee:	$ 400.00
Total amount:	$ 165,343.00

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1302-XXX-00-122-XXX-741

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

BUDGETARY IMPACT:

A. Pct#2
Funding Pending Appropriation for $90,932.14 AI#14166 CC 2/24/09
Funding Pending Interdept. Transfer for $2,912.90 AI#14167 CC 2/24/09

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-421-00-294-001-0-741

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

BUDGETARY IMPACT:

B. Pct#4
Funding pending Interdept. transfer for $71,497.96 AI#14168 CC 2/24/09

Attachments

Link: 09-121

Link: 09-092a

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Oscar Garza	02/20/2009 02:28 PM	APRV
2	Budget & Management	Veronica Lopez	02/20/2009 03:11 PM	APRV
3	Manuel Chapa	Manuel Chapa	02/20/2009 04:47 PM	APRV
4	Auditor's Office		02/20/2009 05:33 PM	NEW

Form Started By: Oscar Garza

Started On: 02/20/2009 01:28 PM

Final Approval Date: 02/20/2009

CUSTOMIZED PRODUCT PRICING SUMMARY BASED ON CONTRACT

Cars and Light Trucks

BUYBOARD #281-07

End User: HIDALGO COUNTY CONSTABLE PCT # 4 **Philpott Rep:** ALAN WILEY

Contact: JACOB VASQUEZ **Date:** 1/22/2009

Product Description: F150 PICKUP

A. Bid Series: 16 **A. Base Price:** $ 11,617.00

B. Published Options [Itemize each below]

Code	Options	Bid Price	CODE	Options	Bid Price
	V6 SHORT BED XL MODEL	STD	47R	RUBBER FLOOR MATS	$ 76.00
	MANUAL TRANS	STD			
	VINYL SEAT	STD	9XS14	2009 MODEL XL 5.5 FT BED 4X4	$ 4,597.00
	HEATER/DEFROSTER	STD		4.6L V8 3V GAS W/6-SPEED AUTO	INCL
	FULL SPARE TIRE	STD		POWER WINDOWS-LOCKS-MIRRORS	INCL
				AM-FM RADIO PLUS CARPET	INCL
44Q	4-SPEED AUTOMATIC	$ 1,427.00		A/C AND HEAT AND CARPET	INCL
W12	XL SUPERCREW UPGRADE	$ 4,884.00		TILT STEERING WHEEL	INCL
9DS	FACTORY DESTINATION	$ 975.00	CE	CLOTH 40-20-40 SEAT	INCL
413	SKID PLATES	$ 128.00	PKGB	PACKAGE B VIDEO SYSTEM-SBB	$ 6,125.00
535	TRAILER TOW PACKAGE	$ 328.00		DISCOUNT BELOW IN SECTIONC	
	HD COOLING & RECEIVER TUBE	INCL			

Total of B. Published Options: $ 18,540.00

C. Unpublished Options [Itemize each below, not to exceed 25%] $= 16.0 %

Options	Bid Price	Options	Bid Price
DISCOUNT ON WATCH-GUARD DVD	$ (856.00)	ESTIMATED DELIVERY 2009 MODEL	NOTE
DIGITAL VIDEO SYSTEM		IN 90-120 DAYS	NOTE
WHELEN TEXAS SPECIAL PACKAGE	$ 1,895.00		
LED LIGHT BAR W/ALLEYS & T-DOWNS	INCL		
REAR AMBER TRAFFIC ADVISOR	INCL		
CENCOM SIREN-CONTOLLER W/SPKR	INCL		
GRILL BRUSH GUARD	$ 326.00		
MPH KA-BAND DUAL ANTENNA RADAR	$ 1,895.00		
WHITE IN BED SINGLE LID TOOL BOX	$ 418.00		
EQUIPMENT CONSOLE	$ 125.00	EQUIPMENT INSTALLATION	$ 1,030.00

Total of C. Unpublished Options: $ 4,833.00

D. Contract Price Adjustment:

E. Delivery Charges: 0 miles @ $.93/mile $ -

F. Total of A + B + C + D + E = F $ 34,990.00

G. Quantity Ordered 1 x F = $ 34,990.00

H. Administrative Fee [from Fee Schedule, Table A] $400 PER PURCHASE ORDER $ 400.00

I. Non-Equip Charges & Credits

J. TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE $ 35,390.00

CUSTOMIZED PRODUCT PRICING SUMMARY BASED ON CONTRACT

Cars and Light Trucks
BUYBOARD #281-07

End User: HIDALGO COUNTY CONSTABLE PCT # 4 **Philpott Rep:** ALAN WILEY
Contact: JACOB VASQUEZ **Date:** 1/22/2009
Product Description: F150 PICKUP

A. Bid Series: 16 **A. Base Price:** $ 11,617.00

B. Published Options [Itemize each below]

Code	Options	Bid Price	CODE	Options	Bid Price
	V6 SHORT BED XL MODEL	STD	47R	RUBBER FLOOR MATS	$ 76.00
	MANUAL TRANS	STD			
	VINYL SEAT	STD	9XS14	2009 MODEL, XL 5.5 FT BED 4X4	$ 4,597.00
	HEATER/DEFROSTER	STD		4.6L V8 SV GAS W/6-SPEED AUTO	INCL
	FULL SPARE TIRE	STD		POWER WINDOWS-LOCKS-MIRRORS	INCL
				AM-FM RADIO PLUS CARPET	INCL
44Q	4-SPEED AUTOMATIC	$ 1,427.00		A/C AND HEAT AND CARPET	INCL
W12	XL SUPERCREW UPGRADE	$ 4,884.00		TILT STEERING WHEEL	INCL
9DS	FACTORY DESTINATION	$ 975.00	CE	CLOTH 40-20-40 SEAT	INCL
413	SKID PLATES	$ 128.00	PKQB	PACKAGE B VIDEO SYSTEM-SEE	$ 6,125.00
535	TRAILER TOW PACKAGE	$ 328.00		DISCOUNT BELOW IN SECTIONC	
	HD COOLING & RECEIVER TUBE	INCL			

Total of B. Published Options: $ 18,540.00

C. Unpublished Options [Itemize each below, not to exceed 25%] $= 20.5 %

Options	Bid Price	Options	Bid Price
DISCOUNT ON WATCH-GUARD DVD	$ (856.00)	ESTIMATED DELIVERY 2009 MODEL	NOTE
DIGITAL VIDEO SYSTEM		IN 90-120 DAYS	NOTE
WHELEN TEXAS SPECIAL PACKAGE	$ 1,895.00		
LED LIGHT BAR W/ALLEYS & T-DOWNS	INCL	VINYL REAR BENCH SEAT	$ 795.00
REAR AMBER TRAFFIC ADVISOR	INCL	HALF-SLIDER CAGE W/LOWER KICK PLATE	$ 455.00
CENCOM SIREN-CONTOLLER W/SPKR	INCL		
GRILL BRUSH GUARD	$ 326.00		
MPH KA-BAND DUAL ANTENNA RADAR	$ 1,895.00		
WHITE IN BED SINGLE LID TOOL BOX	$ 418.00		
EQUIPMENT CONSOLE	$ 125.00	EQUIPMENT INSTALLATION	$ 1,123.00

Total of C. Unpublished Options: $ 6,178.00

D. Contract Price Adjustment:

E. Delivery Charges: 0 miles @ $.93/mile $ -

F. Total of A + B + C + D + E = F $ 36,335.00

G. Quantity Ordered 1 **x F =** $ 36,335.00

H. Administrative Fee [from Fee Schedule, Table A] $400 PER PURCHASE ORDER

I. Non-Equip Charges & Credits

J. TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE $ 36,335.00

CUSTOMIZED PRODUCT PRICING SUMMARY BASED ON CONTRACT

Cars and Light Trucks

BUYBOARD #281-07

End User: HIDALGO COUNTY CODE ENFORCEMENT PCT # 2 **Philpott Rep:** ALAN WILEY

Contact: OSCAR GARZA **Date:** 2/4/2009

Product Description: FORD F150 4X2 PICKUP

A. Bid Series: 16 **A. Base Price:** **$ 11,617.00**

B. Published Options [Itemize each below]

Code	Options	Bid Price	CODE	Options	Bid Price
	SHORT BED XL MODEL	STD	RS	RADIO SUPPRESSION	$ 90.00
	MANUAL TRANS	STD	RSC	DRIVERS SIDE SPOTLIGHT	$ 265.00
	VINYL SEAT	STD	52N	CRUISE CONTROL	$ 211.00
	HEATER/DEFROSTER	STD	6ST	6 HIDE-AWAY STROBE PACKAGE	$ 589.00
	AM-FM RADIO	STD	9W12	2009 XL SUPER CREW INCLUDES:	$ 315.00
	FULL SPARE TIRE	STD		CLOTH 40-20-40 SEAT AND CARPET	NOTE
44Q	4-SPEED AUTOMATIC	$ 1,427.00		POWER WINDOWS-LOCKS-MIRRORS	NOTE
W12	SUPERCREW UPGRADE	$ 4,884.00		AM-FM AND 4.6L V8 GAS	NOTE
8DS	FACTORY DESTINATION	$ 975.00	13	DVD MOBILE VIDEO SYSTEM	$ 5,395.00
	FUEL SURCHARGE AS		10	JOTTO DESK EQUIPMENT CONSOLE	$ 395.00
	OF 10-08-08		29	TRUCK PUSH BUMPER	$ 495.00
572	A/C	$ 796.00	WIG	HEADLIGHT WIG-WAG FLASHER	$ 95.00

Total of B. Published Options: **$ 15,932.00**

C. Unpublished Options [Itemize each below, not to exceed 25%] **$=** 13.3 **%**

Options	Bid Price	Options	Bid Price
WHELEN TEXAS SPECIAL	$ 1,999.00		
LED LIGHT BAR RED/BLUE	INCL	AUX FUSE BLOCK	$ 78.00
ALLEYS AND TAKE-DOWNS	INCL	PDI CHARGE	$ 80.00
REAR AMBER ARROW	INCL		
CENCOM SIREN CONTROLLER	INCL	MOTOROLA PM-1500 VHF ANALOG 100	$ 1,500.00
SIREN SPEAKER	INCL	WATT MOBILE RADIO WITH ANTENNA,	
INSTALLATION	INCL	PROGRAMMING AND INSTALLATION	
ESTIMATED DELIVERY WITH	NOTE		
EQUIPMENT IN 90-120 DAYS			

Total of C. Unpublished Options: **$ 3,657.00**

D. Contract Price Adjustment: **$ -**

E. Delivery Charges: 0 **miles @ $.93/mile** **$ -**

F. Total of A + B + C + D + E = F **$ 31,206.00**

G. Quantity Ordered 3 **x F =** **$ 93,618.00**

H. Administrative Fee [from Fee Schedule, Table A] **$400 PER PURCHASE ORDER** **$ 400.00**

I. Non-Equip Charges & Credits

J. TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE **$ 94,018.00**

AI-14169 **21.A.10.**

Purchase of Six (6) New 2009 Tahoe PPV

CC REGULAR

Date:	02/24/2009
Submitted By:	Oscar Garza, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Constables

Information

CAPTION

Requesting discussion, consideration and approval to purchase (6) Six New 2009 Chevrolet Tahoe PPV through the County's membership/participation with HGAC (Houston-Galveston) awarded vendor Caldwell Country Chevrolet (Contract #VE03-06) for Pct. #3 and Pct. #4 Constables:

A. Pct. #3 Constables: (Project #09-119-OGG)
Four (4) New 2009 Tahoe PPV in the amount not to exceed $143,084.00

B. Pct. #4 Constables: (Project #09-120-OGG)
Two (2) New 2009 Tahoe PPV in the amount not to exceed $81,812.00

Combined Total:	$ 224,896.00
H-GAC Fee's:	$ 600.00
Total Amount	$ 225,496.00

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** SEE BELOW

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

BUDGETARY IMPACT:

As per Sergio Cruz funding has been appropriated for proposed project.
Ref: AI 14166 CC 02/24/2008.
Constable Precinct No. 3- $143,465.72 appropriated into 9-1302-421-00-293-011-0-741.
Constable Precinct No. 4- $82,030.28 appropriated into 9-1302-421-00-294-___-0-741.

Attachments

Link: 09-119

Link: 09-120

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Oscar Garza	02/20/2009 02:28 PM	APRV

2	Budget & Management	Veronica Lopez	02/20/2009 03:13 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	02/20/2009 05:23 PM	APRV
4	Auditor's Office		02/20/2009 05:33 PM	NEW

Form Started By: Oscar Garza Started On: 02/20/2009 02:08 PM

Final Approval Date: 02/20/2009

CONTRACT PRICING WORKSHEET
For Standard Equipment Purchases

Contract No.:	VE03-06	Date Prepared:	1/28/2009

This Form must be prepared by Contractor, and provided to End User to attach to Purchase Order, with copy to H-GAC.
The H-GAC administrative fee shall be calculated and shown as a separate line item. Please type or print legibly.

Buying Agency:	HIDALGO COUNTY PCT 3	**Contractor:**	CALDWELL COUNTRY CHEVROLET
Contact Person:	CONSTABLE LARRY GALLARDO	**Prepared By:**	ADRIENNE GATTIS
Phone:	956-581-6800	**Phone:**	979-567-6115
Fax:	956-519-4245	**Fax:**	979-567-0853
Email:	LARRYGALLARDO@SWBELL.NET	**Email:**	agattis@caldwellcountry.com

Product Code:	A07	Description:	2009 CHEVROLET TAHOE PPV CC10706

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 29,981.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
LH SPOTLIGHT 7X6	390		
DUAL BATTERYS 8Y9	90		
		Subtotal From Additional Sheet(s):	
		Subtotal B:	480

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
SPECIAL EMERGENCY PACKAGE & PKG DISCOUNT	4242	14"LED LIGHTSTICK/LED MIRROR/WATCHGUARD	INCL
WHELEN 2 PIECE INNER EDGE, WHELEN 295SLSA6	INCL	ALL LISTED ON ATTACHMENT	INCL
AS124 SPKR/HFLASHER/36"LED LIGHTSTIC REAR	INCL	Subtotal From Additional Sheet(s):	
REAR CARGO BARRIER	375	**Subtotal C:**	4617

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** 15%

D. Other Cost Items Not Itemized Above (e.g. Installation, Freight, Delivery, Etc.)

Description	Cost	Description	Cost
DELIVERY	693		
EXTERIOR COLOR GOLD MIST	INCL		
		Subtotal D:	693

E. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C+D) 35771

Quantity Ordered:	4	X Subtotal of A + B + C + D:	35771	=	Subtotal E:	143084

F. H-GAC Fee Calculation (From Current Fee Tables) **Subtotal F:** 600

G. Trade-Ins / Other Allowances / Special Discounts

Description	Cost	Description	Cost	
STAGGERED DELIVERY/NET 30				
AS INDIVIDUAL UNITS RECEIVED				**Subtotal G:** 0

Delivery Date:	90-120 DAYS APPX	H. Total Purchase Price (E+F+G):	143684

CONTRACT PRICING WORKSHEET
For Standard Equipment Purchases

Contract No.:	VE03-06	Date Prepared:	1/22/2009

This Form must be prepared by Contractor, and provided to End User to attach to Purchase Order, with copy to H-GAC. The H-GAC administrative fee shall be calculated and shown as a separate line item. Please type or print legibly.

Buying Agency:	HIDALGO COUNTY PCT 4	Contractor:	CALDWELL COUNTRY CHEVROLET
Contact Person:	JACOB VASQUEZ	Prepared By:	AVERYT KNAPP
Phone:	956-383-8560	Phone:	979-567-6116
Fax:	956-383-8565	Fax:	979-567-0853
Email:	RAUL.GARCIA@CO.HIDALGO.TX.US	Email:	AKNAPP@CALDWELLCOUNTRY.COM

Product Code:	A07	Description:	2009 CHEVROLET TAHOE PPV CC10706

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 29,981.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
LH SPOTLIGHT 7X6	390		
LOCKING DIFFERENTIAL G80	236		
DUAL BATTERY'S 8Y9	90		
CARPET FLOOR B30	120		
CARPET MATS B37	96		
		Subtotal From Additional Sheet(s):	
		Subtotal B:	932

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
WHELEN LINEAR 6 LIBERTY LIGHTBAR, CTRL,SPKR	12993	2-400 SERIES LED'S W/HOUSINGS	INCL
WHELEN LAW4CCC POLUS 2 ADDIT WHITE LEDS-6X	INCL	STALKER DUAL SL RADARS	INCL
GRILLE GUARD/PRIS PARTITION F&R (1/2)	INCL	Subtotal From Additional Sheet(s):	
		Subtotal C:	12993

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).	**For this transaction the percentage is:**	42%

D. Other Cost Items Not Itemized Above (e.g. Installation, Freight, Delivery, Etc.)

Description	Cost	Description	Cost
CUSTOMER PICKUP	INCL	PACKAGE DISCOUNT	-3000
EXTERIOR COLOR WHITE	INCL		
		Subtotal D:	-3000

E. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C+D) 40906

Quantity Ordered:	2	X Subtotal of A + B + C + D:	40906	=	**Subtotal E:**	81812

F. H-GAC Fee Calculation (From Current Fee Tables) **Subtotal F:** 600

G. Trade-Ins / Other Allowances / Special Discounts

Description	Cost	Description	Cost	
				Subtotal G: 0

Delivery Date:	90-120 DAYS APPX	**H. Total Purchase Price (E+F+G):**	82412

AI-13791 **21.B.1.**

Hidalgo County Professional Consultant Services For Asset Mapping And Strategic Planning To Guide Economic Development

CC REGULAR

Date:	02/24/2009
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.

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

Information

CAPTION

Presentation for discussion, consideration, acceptance and approval of the final negotiated contract which includes a "Best And Final Offer" (BAFO) with University Of Texas Pan American (U.T.P.A.) for RFP NO: 2008-409-11-05-VYG-Hidalgo County Professional Consultant Services For Asset Mapping And Strategic Planning To Guide Economic Development. (C-08-409-02-24)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1287-465-20-110-070-9-311

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

BUDGETARY IMPACT:

amount available as of 02/20/09; $16,000.00

Attachments

Link: Contract Documentation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/20/2009 12:04 PM	APRV
2	Budget & Management	Veronica Lopez	02/20/2009 01:28 PM	APRV
3	Roland Garcia	Rolando Garcia	02/20/2009 04:29 PM	APRV
4	Auditor's Office		02/20/2009 05:33 PM	NEW

Form Started By: Vangie Garcia Started On: 02/04/2009 08:00 AM

Final Approval Date: 02/20/2009

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONTRACT FOR CONSULTING SERVICES
C-08-409-02-24

THIS AGREEMENT is made on the 24th day of February, 2009 by and between "The University Of Texas-Pan American (U.T.P.A.), Edinburg, HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas (hereinafter "County") and The University Of Texas-Pan American, a University of (Hidalgo County, Texas) (hereinafter" Consultant") to serve at the pleasure of the Hidalgo County Commissioner's Court.

W I T N E S S E T H:

WHEREAS, County desires to contract with a consultant to provide the services necessary to the County of Hidalgo that are more specifically set forth hereinafter; and

WHEREAS, Consultant(s) has agreed to provide the services enumerated hereinafter to Hidalgo County Commissioner's Court.

NOW, THEREFORE, for the mutual consideration expressed hereinafter, County and Consultant(s) agree as follows:

1. Consultant(s) agrees to provide the County the consulting services required by Hidalgo County in connection with **"Professional Consultant Services For Asset Mapping And Strategic Planning To Guide Economic Development In Hidalgo County"** (the "Plan") pursuant to Article 262.024 "The Professional Service Procurement Act", Texas Local Government Code, the County requested proposals from professional consultants to assist the County in providing consulting services to the Plan. The services include, but are not limited to, the items listed on Appendix A, which is attached and made a part of this Contract.

2. Consultant(s) will report any problems or recommended changes in the Implementation of **"Professional Consultant Services For Asset Mapping And Strategic Planning To Guide Economic Development In Hidalgo County"** to Hidalgo County.

3. As consideration for services of Consultant(s) described herein, County agrees to pay Consultant(s) the fees as outlined in Appendix B, which is attached to and made a part of this Contract.

4. Consultant(s) must comply with all applicable County policies. Notwithstanding the foregoing sentence, Consultant(s) represents and

maintains that he is an independent Consultant(s) and is not an employee of County or any agency thereof, and represents and warrants that he does not desire or request any fringe benefits provided to employees of County. Consultant(s) agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

5. 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 (3) written notice prior to cancellation.

6. Consultant(s) may not assign the obligations or rights under this Contract to any person without the prior written consent of County.

7. Consultant(s) agrees to comply with the Title VI of the Civil Rights Act of 1964. The term of this Contract will be effective upon approval of award through June 30, 2009, unless otherwise extended through Hidalgo County's option to extend/renew for one (1) year, under the same rates, terms and conditions.

9. Notice. Except as may be otherwise specifically provided in this Contract,

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

If to County:	County of Hidalgo, Texas Attn: County Judge 100 E. Cano, 2nd Floor Edinburg, Texas 78539
If to Consultant(s):	The University Of Texas-Pan American (U.T.P.A.) Attn: Michael Uhrbrock, Assoc. Dir. For Economic Development 1201 W. University Drive 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 addressee or, if mailed, at such time at it is deposited in the United States mail.

10. Conflict with Applicable Law. Nothing in this Consultant(s) shall be construed so as to require the commission of any contrary to law, and

whenever this 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 hereof, 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 extend necessary to bring them within the legal requirements and only during the time such conflict exists.

11. No Waiver. No waiver by County 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.

12. Entire Agreement. This Contract 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 Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by County and Consultant(s) and not otherwise.

13. Texas Law to Apply. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the

parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

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

16. Assignment. This Agreement shall not be assignable; provided, however, that Consultant(s) may assign its right to receive payments hereunder for the purpose of obtaining financing so long as Consultant(s) is not excused from and/or does not delegate its duties hereunder.

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

18. Gender and Number. 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 be appropriate.

19. Authority to Execute. The execution and performance of this Contract by County and Consultant(s) have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes and valid and enforceable obligations of County and Consultant(s) in accordance with its terms.

20. Ethical Provision. It is understood that the employee of County or individuals acting as agents for County are not authorized to receive any type of personal payment, reimbursement, compensation, commission, gift or gratuity for services provided under this Contract. Consultant(s) warrants that no employee or agent of the County has been retained to solicit or secure this Contract and that Consultant(s) has not paid or agreed to pay and employee of County any fee, commission, percentage brokerage fee, gift or any other consideration contingent upon the making of this Contract, or as an inducement for entering into this Contract. The unauthorized offering or receipt of such payments may result in the immediate termination of this Contract.

21. 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 the County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Consultant(s). County, 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 County pursuant to the provision of Tex. Loc. Govt. Code Ann §271.903 (Vernon Supp. 1995).

22. Indemnity and Hold Harmless. Consultant(s) agrees to indemnify and hold County harmless from any loss, costs, liabilities or damages which are incurred by County which are primarily attributable to the acts or omissions of Consultant(s) or the acts or omissions of Consultant(s) employees, agents or other representatives, including the violation of any law or regulation related to Consultant(s)'s duties under this Agreement.

To the extend permitted by applicable law, County agrees to indemnify and hold Consultant(s) harmless from any loss, costs, liabilities or damages which are incurred by Consultant(s) which are primarily attributable to the acts

or omissions of County of the acts or omissions of County employees, agents or other representatives, including the violation of any law or regulation related to County's duties under this Agreement.

23. Representation and Warranties. Consultant(s) represents and warrants to County all representations and warranties of Contract as contained in its responses to County's Request for Proposal are true and correct as of the date hereof. Consultant(s) additionally represents and warrants that has not, and will not in the future, receive any compensation (whether in the form of cash, credit, commissions, gifts, tangible property or otherwise) in connection with the award by County of a contract for employee health benefits, other than compensation to Consultant(s) pursuant to this Contract. In the event any representation or warranty of Consultant(s) hereunder is or becomes incorrect or untrue, Consultant(s) agrees to promptly notify of Consultant(s) hereunder is or becomes incorrect or untrue, Consultant(s) agrees to promptly notify County thereof, in which event County may, in its sole discretion, elect to termination this Contract, for cause, in the manner herein provided. Consultant(s) acknowledges and agrees that County has relied and continues to rely upon the representations and warranties of Consultant(s) as herein contained as a

material inducement to County to enter into the Contract.

EXECUTED and effective as of the day and year first written above.

APPROVED BY COMMISSIONERS COURT ON_____, 2009.

APPROVED AS TO FORM:

By:_____
Antonio Mendoza, Assistant District Attorney

COUNTY OF HIDALGO, TEXAS

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

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Consultant:

By:_____

Printed Name:_____

Title:_____

Date:_____

APPENDIX “A”
SCOPE OF SERVICES

APPENDIX “B”
FEE SCHEDULE

EXHIBIT “C”
INSURANCE DOCUEMENTATION

AI-14137 **21.C.1.**

Landfill Access for Pct. 1

CC REGULAR

Date:	02/24/2009
Submitted By:	Gricelda Villarreal, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Purchasing only: Prct. 1

Information

CAPTION

Recommending bid award to the sole bidder meeting all specifications and approval of contract for the request for bids "Landfill Access for Precinct No. 1.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-432-00-121-001-0-350

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

BUDGETARY IMPACT:

Available Balance as of 2-20-09 $262,113.27.

Attachments

Link: Recommendation Memo

Link: Contract for Landfill

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/20/2009 11:49 AM	APRV
2	Budget & Management	Veronica Lopez	02/20/2009 01:29 PM	APRV
3	Ivan Cantu	Ivan Cantu	02/20/2009 02:18 PM	APRV
4	Auditor's Office		02/20/2009 05:33 PM	NEW

Form Started By: Gricelda Villarreal Started On: 02/19/2009 08:25 AM

Final Approval Date: 02/20/2009

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

Via Email

TO: Hon. Sylvia Handy, Commissioner
Hidalgo County Precinct No. 1

ATTN: Noe Montes, Assistant Administrator

FROM: Cris Villarreal, Buyer CV.
Hidalgo County Purchasing Department

DATE: February 18, 2009

RE: RFB for "Landfill Access for Precinct No. 1".

Enclosed for your review, comments and recommendation, please find a copy of sole bid received regarding the above reference project.

Please make any recommendations including budget information as soon as possible in order to place on the next Commissioner's Court meeting.

If you have any questions, please call me at 318-2626.

APPROVE ✓ DISAPPROVE ___

FUNDS AVAILABILITY: ✓ Yes ___ No ___ other (specify) ___

Recommending Award TO Sole Bidder

BUDGET ACCOUNT #: 9-1100-432-00-121-001 PRECINCT NO: Pct #1
0-350

[signature] Noe Montes 2/20/09

AUTHORIZED SIGNATURE PRINTED NAME DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 318-2629 OR (956) 292-7612.

HIDALGO COUNTY
"LANDFILL ACCESS FOR PRECINCT NO. 1"
BID NO.: 2009-017-02-18CGV
EXHIBIT "B"

BID PAGE FORM

PRICE PER TON: $21.50

TEXAS NATURAL RESOURCE CONSERVATION COMMISSION FLOW CHARGE: $1.25 Per ton

VENDOR NAME: BFI Waste Systems of America, Inc.

VENDOR ADDRESS: 9402 West Expressway 83

CITY/STATE/ZIP CODE: Harlingen, Tx. 78552

PHONE NO.: (800) 423-7316 **FAX NO.:** (956)428-2045 **CELL NO.:** (956)495-4236

AUTHORIZED SIGNATURE:

TITLE: General Manager

DATE: 2-18-09

INFORMATION TO BIDDERS:

Location of landfill site and related incremental hauling costs to County may be considered in determining the lowest and best bid. In addition, the County may, in its discretion, elect in award separate contracts for landfill access services for one or more precincts.

ADDITONAL INFORMATION:
Term: One (1) year, on an **"As Needed Basis"** with the County's option to renew two (2) additional one (1) year terms under the same rates, terms and conditions.

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: Hidalgo County Purchasing Department

BID OPENING DATE: February 18, 2009 | **BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: RFB-" Landfill Access for Precinct No. 1"

PROPOSAL NO: 2009-017-02-18CGV

RFB#	NAME OF COMPANY	Total Amount	ADDENDUM
#01	Allied Waste Services La Feria, Tx	$21.50 per ton $1.25 per ton Flow Charge	
#02			
#03			
#04			
#05			
#06			
#07			
#08			
#09			
#10			

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

LANDFILL DISPOSAL SERVICES AGREEMENT
C-09-017-02-24

THIS LANDFILL DISPOSAL SERVICES AGREEMENT ("Agreement") is entered into effective as of the **March 1, 2009**, by and between the County of Hidalgo, Texas ("County") and **BFI Waste Systems of North America, Inc.**

W I T N E S S E T H:

WHEREAS, County has requested that prospective bidders submit bids to permit County to dispose of certain waste products in a Landfill site in the Hidalgo County area pursuant to the terms and conditions of that certain Request for Bids for Landfill Access **(Hidalgo County Precinct No. 1)**, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference for all purposes (the "RFB Packet"); and

WHEREAS, Contractor has submitted a bid to provide such services dated a copy of which is attached hereto as Exhibit "B" (the "Vendor's Bid"); and

WHEREAS, County has determined that Contractor's Bid constitutes the lowest and best bid for such services pursuant to the RFB; and

WHEREAS, the parties hereto now wish to reduce to writing their agreement for the purposes herein stated.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, the parties hereto agree as follows:

1. **Contractor** will accept solid waste from **Precinct No. 1** for a **term of one (1) year for services on "As Needed Basis" only beginning (March 1, 2009), the effective date hereof**. The charge for the acceptance of such waste products shall be **$ 21.50 plus $1.25 Flow Charge** per ton of waste delivered to Contractor's landfill site. Contractor will bill **Precinct No. 1** on a monthly basis for waste received during the preceding calendar month. County may, in its sole discretion, elect to extend the term of this agreement for two (2) additional (1) one-year term(s) by giving notice to Contractor not later than thirty (30) days prior to the expiration of the initial one- year term hereof.

2. **Contractor** will accept solid waste from the following location: **Precinct No.1**. A copy of Contractor's permit(s) for operation of a Type 1 solid waste facility at such location(s) is attached hereto as Exhibit "C" (part of Insurance Requirements). Contractor will not accept "Special Waste," as that term is defined in 30 T.A.C. ' 330.2. Upon receipt and acceptance of the waste

from **Precinct No. 1**, title to such waste will be transferred to Contractor, and Contractor will be solely and exclusively responsible for the disposal of such waste in accordance with all applicable laws and regulations. Contractor agrees, by accepting waste from County hereunder, that such waste is of a class or type which Contractor may dispose in its permitted facilities in compliance with its permit and applicable laws and regulations.

3. This Agreement is for the acceptance and disposal of solid waste materials for **Precinct No. 1** only. Delivery of solid waste materials to such location shall be at the sole cost and expense of **Precinct No. 1**.

4. Contractor acknowledges that County is the operator of one or more landfill sites in Hidalgo County, which do not possess a Type 1 permit. The purposes of this Agreement are to provide County with an outlet for solid waste materials which it cannot dispose of in its own landfills. County, by its execution of this Agreement, does not represent that it will deliver any waste to Contractor.

5. Contractor shall furnish proof of insurance in at least the following limits, to be in place prior to providing any services under this Agreement and continuing at all times in force and effect during the term of this Agreement :

   A. A $500,000 comprehensive general liability policy with limits of at least $300,000 per person and $500,000 per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to $500,000, in accordance with the Texas Tort Claims Act; (coverage and in the amounts described in Exhibit "C")
   B. Workers compensation insurance as required by applicable law;
   C. Certificates of insurance, naming County as an additional insured, shall be submitted to the County for approval prior to the award and execution of this Agreement;
   D. 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; and
   E. This Agreement shall be automatically suspended upon the cancellation or other termination of any required policy of insurance hereunder.

6. Contractor represents and warrants that it possesses a current Type 1 landfill permit, and any and all other permits or licenses required under any applicable federal, state or local laws, regulations or ordinances for each of the locations described in paragraph 2 above. Contractor further represents and warrants that it will dispose of all waste delivered to and accepted by it in a manner consistent with its permits and all applicable laws and regulations. Contractor will notify County immediately upon the termination, cancellation, revocation or suspension of such permits or licenses, in which event County may, in its sole discretion, immediately terminate this Agreement. Contractor further represents and warrants that there are no current pending legal or administrative proceedings relating to the disposal of waste at the locations described in paragraph 2, above. In addition, Contractor will notify County within 3 business days of the filing of any legal or administrative proceeding affecting or in any manner related to the locations described in paragraph 2, above.

7. 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 County's or Contractor's or that of any person providing services hereunder by or through Contractor or County. Upon written notice from County, Contractor will resist and defend at its own expense, and by counsel reasonably satisfactory to County, any such claim or action.

8. **Miscellaneous Provisions:**

8.01 **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.

8.02 **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.

8.03 **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 Contractor, and not otherwise.

8.04 **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.

8.05 **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:
Hon. Juan D. Salinas
County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Contractor:
BFI Waste Systems of North America, Inc.
PO Box 1217
La Feria, Texas 78559

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.

8.06 **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.

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

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

8.09 **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.

8.10 **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

8.11 **Authority to Execute.** 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 County and Contractor in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the_____ day and

_____year first above written.

Approved As To Form:

By:_____
Antonio Mendoza
Assistant District Attorney

COUNTY OF HIDALGO, TEXAS

By:_____
Juan D. Salinas III, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

Contractor: BFI Waste Systems of North America, Inc.

By: _____

Printed Name_____

Title: _____

HIDALGO COUNTY

BID NO.: 2009-017-02-18CGV

Exhibit "A"
"LANDFILL ACCESS FOR PRECINCT NO. 1"

INFORMATION TO BIDDERS:
These instructions apply to all offers made to Hidalgo County (herein referred to as "County") by all prospective vendors (herein after referred to as "Bidders") on behalf of Solicitations including, but not limited to, Invitations to Bid.

- Please review this document in its entirety. Be sure your bid is complete, and double check your bid for accuracy.

- Open records access to all information submitted. All information included will be open to the public, other bidders, media as per Open Records Act and not be confidential in nature. If you deem any information as confidential it should not be made part of your bid package.

- All applicable forms in this packet must be filled out in its entirety and submitted with bid response. Incomplete sections may be considered for probable cause of disqualification and/or non-compliance.

SPECIFICATIONS/TERMS AND CONDITIONS:

1. Bidder must identify the landfill sit to which solid waste materials are to be delivered. Bidder shall provide a copy of the current Type 1 permit for the landfill site issued by the Texas Natural Resource Conservation Commission. In addition, Bidder should present evidence that it possesses all other federal, state and local permits which may be necessary and proper to the conduct of a landfill business.

2. The bidder will accept possession & entitled to all deliveries of solid waste materials tendered to it by County at the landfill site. Bidder acknowledges that County is operator of one or more landfill sites in Hidalgo County, which do not possesses a Type 1 permit. The purpose of this contract is to provide County with an outlet for solid waste materials which it cannot dispose of in its own landfills. County, in its sole discretion, may determine which items, if any, will be tendered to Bidder of disposal.

3. Bidder should propose prices for a per-ton-of-loose-waste-basis, and should provide separate unit pricing for each of County's two precincts. Price differentials based on the award of a single County wide contract will be considered if proposed.

4. The successful bidder shall furnish proof of insurance in at least the following limits, to be in place prior to providing any services under any contract awarded pursuant to these Specifications and to continue at all times in force in effect during the term of any such contract.

   A. A $500,000 general liability policy with limits of at least $100,000/3000,000 in accordance with the Texas Tort Claims Act;

   B. Workers compensation insurance as required by applicable law;

   C. Certificates of insurance shall be submitted to the County for approval prior to the award and execution of any contract pursuant hereto;

   D. Each policy of insurance required hereunder shall extend for a period equivalent to the term of a contract entered into pursuant to these Specifications, 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, and

   E. Any contract award pursuant hereto shall provide that is shall automatically suspend upon the cancellation of other termination of any required policy of insurance hereunder.

5. The successful bidder will indemnify and hold harmless the County, and its officers, officials, employees, agent and attorneys for any and all claims and expenses arising out of or in any way related to the performance of the contract awarded pursuant hereto;

6. **Locations of landfill site and related incremental hauling costs to County may be considered in determining the lowest and best bid. In addition, the County may, in its discretion, elect in award separate contracts for landfill access service for one or more precincts.**

7. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day Grace Period, under the same terms and conditions, at the end of the contract term for unforseen delay in award of new bid for next contract term.

8 All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

Term:

Awarded bidder will accept solid waste from Precinct No. 1 for a term of one (1) year for services on **"As Needed Basis" only** with the County's option to renew for two (2) additional one (1) year terms, under the same rates terms and conditions.

Market Volatility and Unit Price Adjustments:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1. **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

    a. A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.

    b. The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.

    c. The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.

    d. No price escalation will be authorized in excess of the amount of the increase referred to in the supplier=s notice.

    e. The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **Time frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to

demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5) **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

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 participant fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit 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 REPONSIBILITY OF THE PROSPECTIVE PARTICIPANT.**

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals or statement of qualifications be addressed to Martha L. Salazar, CPPB/Purchasing Agent at 2802 So. Business Hwy 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED. ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, February 11, 2009 by 5:00 P.M. at (956) 318-2629. Responses to said inquires will be sent to all applicants via facsimile by no later than 5:00 P.M., Friday, February 13, 2009.**

EXHIBIT "A"

RFB PACKET
SPECIFICATIONS/REQUIREMENTS

Market Volatility and Unit Price Adjustments:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1. **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

    a. A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.

    b. The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.

    c. The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.

    d. No price escalation will be authorized in excess of the amount of the increase referred to in the supplier=s notice.

    e. The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **Time frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to

demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

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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 participant fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit 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 REPONSIBILITY OF THE PROSPECTIVE PARTICIPANT.**

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals or statement of qualifications be addressed to Martha L. Salazar, CPPB/Purchasing Agent at 2802 So. Business Hwy 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED. ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, February 11, 2009 by 5:00 P.M. at (956) 318-2629. Responses to said inquires will be sent to all applicants via facsimile by no later than 5:00 P.M., Friday, February 13, 2009.**

EXHIBIT "B"

VENDOR BID PAGE FORM

HIDALGO COUNTY
"LANDFILL ACCESS FOR PRECINCT NO. 1"
BID NO.: 2009-017-02-18CGV
EXHIBIT "B"

BID PAGE FORM

PRICE PER TON: $21.50

TEXAS NATURAL RESOURCE CONSERVATION COMMISSION FLOW CHARGE: $1.25 Per ton

VENDOR NAME: BFI Waste Systems of America, Inc.

VENDOR ADDRESS: 9402 West Expressway 83

CITY/STATE/ZIP CODE: Harlingen, Tx. 78552

PHONE NO.: (800) 423-7316 **FAX NO.:** (956)428-2045 **CELL NO.:** (956)495-4236

AUTHORIZED SIGNATURE:

TITLE: General Manager

DATE: 2-18-09

INFORMATION TO BIDDERS:

Location of landfill site and related incremental hauling costs to County may be considered in determining the lowest and best bid. In addition, the County may, in its discretion, elect in award separate contracts for landfill access services for one or more precincts.

ADDITONAL INFORMATION:
Term: One (1) year, on an **"As Needed Basis"** with the County's option to renew two (2) additional one (1) year terms under the same rates, terms and conditions.

EXHIBIT "C"

INSURANCE REQUIREMENTS

- CERTIFICATE OF INSURANCE
- PERMIT TYPE I

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. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

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

4. 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.

Revised 09/28/07

ORIGIN
1948
A-

TEXAS NATURAL RESOURCE CONSERVATION COMMISSION

PERMIT FOR MUNICIPAL SOLID WASTE MANAGEMENT SITE
issued under provisions of Texas Health & Safety Code Ann. Chapter 361 (Vernon)

DOCKET 1998-1254-MSW

Permit No. MSW-1948A

Name of Permittee and Site Owner:	BFI Waste Systems of North America, Inc. P.O. Box 201690 San Antonio, Texas 78220
Facility Name:	BFI Rio Grande Valley Landfill
Classification of Site:	Type I Municipal Solid Waste Management Facility
Waste to be Accepted:	Municipal Solid Waste, Class 1 Industrial Waste, Class 2 Industrial Waste, Class 3 Industrial Waste and Special Waste.

The permittee is authorized to store, process, and dispose of waste in accordance with the limitations, requirements, and other conditions set forth herein. This amended permit is granted subject to the rules and Orders of the Commission and laws of the State of Texas. Nothing in this permit exempts the permittee from compliance with other applicable rules and regulations of the Texas Natural Resource Conservation Commission. This permit will be valid until canceled, amended, or revoked by the Commission, or until the site is completely filled or rendered unusable, whichever occurs first.

APPROVED, ISSUED AND EFFECTIVE in accordance with 30 Texas Administrative Code Chapter 330.

ISSUED DATE: JAN 10 2002

For the Commission

AI-14141 **21.D.1.**

request for approval of corrected WA#2 for Millennium Engineers Group for Pct 2 Val-Mex Drive

CC REGULAR

Date:	02/24/2009
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 consideration, discussion, and approval of CORRECTED Work Authorization #2 in the amount of $5,551.25 with Millennium Engineers Group, Inc. to provide engineering services for, "Geotechnical Engineering Services for Pavement Recommendations for Val Mex Drive" for Precinct No. 2.

BACKGROUND

WA#2 was approved by CC on 12/23/08.
C-08-316-10-28
Work Authorization is to be corrected to reflect obj. 841 due to Interlocal Agreement with City of Hidalgo.

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1202-431-00-122-035-0-731

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

BUDGETARY IMPACT:

Funds available of $1,734,463.15 in fund balance as of 02/20/09 pending Appropriation of funds transfer to object code 731, refer to AI-14161.

Attachments

Link: WA#2

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/19/2009 12:12 PM	APRV
2	Budget & Management	Veronica Lopez	02/19/2009 01:07 PM	APRV
3	Sylvia Solis	Sylvia Solis	02/20/2009 11:32 AM	APRV
4	Auditor's Office		02/20/2009 05:33 PM	NEW

Form Started By: Rocio Villarreal Started On: 02/19/2009 09:10 AM

Final Approval Date: 02/20/2009

HIDALGO COUNTY

Professional Engineering Services
Contract # C-08-316-10-28
Work Authorization Form

WORK AUTHORIZATION NO. 2

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, **Millennium Engineers Group, 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

Geotechnical Engineering Services for Pavement Recommendations for Val Mex Drive in Hidalgo, Texas.

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 **$5,551.25**
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.**2** shall be funded through funding source:
Account No. **9-1202-431-00-122-035-0-731**
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

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** _____, Commissioner _____ as to content and detail of this **Work Authorization No. 2**

HIDALGO COUNTY

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:

_____
By: Raul Palma

THE OWNER:
HIDALGO COUNTY

_____
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" - Cost Proposal

EXHIBIT "A"
SERVICES TO BE PROVIDED BY THE OWNER/COUNTY

The following provides an outline of the services to be provided by the **Owner** in the development of **Projects** (as defined and more particularly indentified in **EXHIBIT "B"** attached to this Agreement).

General

The Owner will provide to the **Engineer** the following:

(1) Provide the authorization to proceed with services through coordination with the project consulting and design Engineer.

(2) Payment for work performed by the **Engineer** and accepted by the **Owner** in accordance with Article 3 of this Agreement.

(3) 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.

(4) Provide any available relevant data the **Owner** may have on file concerning the projects.

(5) Provide timely review and decisions in response to the **Engineer's** request for information and/or required submittals and deliverables, in order for the **Engineer** to maintain the work schedule agreed upon.

(6) Attend and participate in progress meetings as required and as coordinated and conducted by the **Engineer**.

(7) Provide the authorization to proceed with services on project by project basis through consulting design and construction engineer.

EXHIBIT "B"
SCOPE OF SERVICES
TO BE PROVIDED BY THE ENGINEER

The services to be provided by the ENGINEER in providing geotechnical engineering services, construction materials testing services, construction inspection services and environmental services for Hidalgo County Projects is as follows:

A. Preliminary Phase:

(1) Attend preliminary conferences with the OWNER and, if requested, with the funding agency and other government agencies or interested parties regarding the Project.
(2) Provide for the necessary geotechnical investigation and testing necessary to develop the design.
(3) Provide environmental studies as may be necessary to complete a project.
(4) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
(5) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
(6) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, construction and maintenance projects.
(7) Provide assistance to the OWNER in providing pavement condition studies.

B. Design Phase:

(1) Attend the OWNER'S and respective Party's meeting as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed design activities.
(2) Perform any additional geotechnical investigations, testing and environmental studies necessary to collect information required in the design of the Project.
(3) Provide assistance to the OWNER in providing material requirements and specification for design, construction and maintenance projects.
(4) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
(5) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, construction and maintenance projects.
(6) Provide assistance to the OWNER in providing pavement condition studies.
(7) Furnish the OWNER all necessary reports for preliminary design, design, construction and maintenance projects.

C. Construction/Maintenance Phase:

(1) Attend the OWNER'S and respective Party's pre-construction and construction meetings as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed construction activities and establish coordination and lines of communication for proposed construction materials testing during construction activities.

(2) Consult and advise with the OWNER during construction.

(3) Provide construction materials testing for construction and maintenance projects as required by the project plans and specifications and/or specified by the project design engineer.

(4) Review all material designs as requested by the OWNER and/or project design engineer.

(5) Furnish the OWNER all necessary reports for construction and maintenance projects.

(6) Provide construction inspection services as requested by the OWNER on construction and maintenance projects

ATTACHMENT "C"

Work Schedule

Millennium Engineers Group, Inc. will go out to site on an as-needed basis to perform testing services. Services will be provided as requested by project personnel. A 24-hour notice will be required from project personnel.

ATTACHMENT "D"

"Proposal"

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

Proposal

Date	Proposal No.
12/11/2008	08-265

Name / Address
Hidalgo County Precinct 2 Commissioner Hector Palacios 301 E. State St. Pharr, Texas 78577

Project

Description	Qty	Cost	Total
Boring (Soil)(0 to 50 Ft)	100	18.00	1,800.00
Mobilization	1	300.00	300.00
Standard Penetration Test	41	10.00	410.00
Vehicle Charge	1	35.00	35.00
Atterberg Limits	17	59.00	1,003.00
Moisture Content	41	7.25	297.25
Field Coordination (Engr. Tech.)	4	65.00	260.00
Logging (Engr. Tech.)	12	48.00	576.00
Project Management & Coordination	4	65.00	260.00
Principal Engineer	4	125.00	500.00
Test Report	1	30.00	30.00
Administration	2	40.00	80.00

Helping to Build the Rio Grande Valley

Total $5,551.25

AI-14128 **21.D.2.**

Requesting to remove legal counsel signature on Supplemental No. No. 1 WA 7

CC REGULAR

Date:	02/24/2009
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 to remove signature line (inadvertently added in error) for Approval as to Form for Supplemental No. 1 Work Authorization No. 7, as approved by CC on 7/28/08 for project engineer R. Gutierrez Engineering Corp. C-07-358-09-04 and thus permitting the processing of invoice(s) by the Auditor's office for payment.

BACKGROUND

1/29/09-Spoke to Marynel, secretary for Mr. Crain, and advise me a Supplemental did not need his approval signature.

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 9-1212-452-00-122-008-0-739

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

BUDGETARY IMPACT:

No additional fiscal impact. Signatory purposes only.

Attachments

Link: Supplemental No. 1 for WA 7

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/19/2009 11:35 AM	APRV
2	Budget & Management	Veronica Lopez	02/19/2009 01:03 PM	APRV
3	Dale Kennan	Dale Kennan	02/19/2009 05:14 PM	APRV
4	Auditor's Office		02/20/2009 05:33 PM	NEW

Form Started By: Rocio Villarreal Started On: 02/18/2009 04:45 PM

Final Approval Date: 02/20/2009

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. 1
TO WORK AUTHORIZATION NO. 7
Contract No. C-07-358-09-04

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of the Agreement made by and between the HIDALGO COUNTY, acting herein by and through COMMISSIONER'S COURT, hereinafter called the "OWNER," and, R. Gutierrez Engineering Corporation, professional engineers of Pharr, Texas, hereinafter called "ENGINEER".

WHEREAS, OWNER and ENGINEER executed Work Authorization No. 7 to Contract No. C-07-358-09-04, on the 13th day of May 2008 to provide general construction management services and construction staking services for the construction of South Tower Park, Hidalgo County, Texas, hereinafter referred to as the "Project";

WHEREAS, in Work Authorization No. 7, the estimated cost for services under the Work Authorization are not to exceed $8,000.00, and it has now become necessary to revise the estimated cost;

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, OWNER and ENGINEER agree to the following amendment to Work Authorization No. 9 as follows:

1. The estimated cost for services under this Work Authorization is not to exceed $20,000.00.

2. Except as amended by this Supplemental Agreement, the remaining provisions of the Agreement are unchanged and shall remain in full force and effect.

IN WITNESS WHEREOF, the ENGINEER and OWNER have caused this Supplemental Agreement to Work Authorization No. 7, for Professional Engineering Services to be executed as of the ____ day of _____ 2008.

R. GUTIERREZ ENGINEERING CORPORATION

BY: _____
Ramiro Gutierrez, P.E., President

HIDALGO COUNTY

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

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Approved by Commissioners Court: _____

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

BY: _____
Stephen L. Crain

AI-14139 **21.E.1.**

Requesting authority to replace an F-250 for a F-150 with Philpott Motor Company

CC REGULAR

Date:	02/24/2009
Submitted By:	Oscar Garza, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Prct. 3

Information

CAPTION

Requesting approval to replace the 2009 F-250 4x4 pickup as authorized for purchase by CC on 10/27/08 in the amount of $26,804.00 and replace with a 2009 F-150 4x4 pickup in the amount of $26,432.00 as requested by Commissioner Flores, Pct. #3 and thus reduce PO #612080 by $372.00 as detailed in the attached and approved quote by Pct. #3. Project #08-437-OGG from Philpott Ford.

BACKGROUND

After further review it has been determined by Pct. #3 Commissioner Joe M. Flores that the F-150 Crewcab will be adequate.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1302-431-00-123-047-0-741

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

BUDGETARY IMPACT:

Proposed request will credit PO#612080 by $372.00

Attachments

Link: 08-437

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/19/2009 02:15 PM	APRV
2	Budget & Management	Veronica Lopez	02/19/2009 03:03 PM	APRV
3	Roland Garcia	Rolando Garcia	02/19/2009 04:17 PM	APRV
4	Auditor's Office		02/20/2009 05:33 PM	NEW

Form Started By: Oscar Garza — Started On: 02/19/2009 08:33 AM

Final Approval Date: 02/20/2009

Joe M. Flores
County Commissioner Pct. No. 3

COUNTY COMMISSIONER PRECINCT 3
County of Hidalgo

January 28, 2009

To: Oscar Garza
Purchasing Department

After further review we have determined that we don't have a need for a F250 Ford Pickup Truck and would like to put a stop to purchase order 612080. If not possible to put a stop on purchase order we would like to down grade to a XLT Ford F150 4 x 4 Super Crew short bed 5.4 L motor.

If you have any questions please call me at (956)585-4509. Thank you for your assistance.

Respectfully,

Joe M. Flores, Commissioner
County of Hidalgo, Pct. #3

RECEIVED
JAN 29 2009
8:17AM

Office: (956) 585-4509 • Fax: (956) 205-7009
724 N. Breyfogle • Mission, Texas 78574

Purchase Order

COUNTY OF HIDALGO

PO#: 612080

DATE: 10/30/08

VENDOR: 220779 REQ:00142555
FAX (254)865-9118 Email:
Phone: (888)858-7801
PHILPOTT MOTORS LTD
1400 US HWY 69
NEDERLAND TX 77627
Vendor Acct:

BUYER: NCEBALLOS
SHIP TO: HIDALGO CO. PCT 3
724 N. Breyfogle
MISSION TX 78574
CONTACT:
SITE: HIDALGO CO. PCT 3
Contract No:

Special Instructions:
Req#1110

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 THRU C.C. ON 10/28/2008 UDNER ITEM AI-11938		
1		Ford F350 Cab/Chassis SRW	26,744.00	26,744.00
1		Ford F250 Pick Up	26,804.00	26,804.00
1		Ford F550 Cab/Chassis	38,882.00	38,882.00
1		Buyboard Administrative Fee	400.00	400.00
		3 ASSET #'S 48748 - 48749 - 48750		
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		92,830.00
		********** For Hidalgo County use only		
		8-1302-431-00-123-047-0-741 92,830.00		
		Approved		

Authorized by: Martha L. Salazar

CUSTOMIZED PRODUCT PRICING SUMMARY BASED ON CONTRACT

Cars and Light Trucks

BUYBOARD #281-07

End User: HIDALGO COUNTY **Philpott Rep:** ALAN WILEY

Contact: OSCAR GARZA **Date:** 1/30/2009

Product Description: F150 PICKUP

A. Bid Series: 16 **A. Base Price:** $ 11,617.00

B. Published Options [Itemize each below]

Code	Options	Bid Price	CODE	Options	Bid Price
	V6 SHORT BED XL MODEL	STD			
	MANUAL TRANS	STD	99V	5.4L FLEX FUEL V8 UPGRADE	$ 504.00
	VINYL SEAT	STD	9XLT14	2009 MODEL XLT 6.5 FT BED 4X4	$ 6,457.00
	HEATER/DEFROSTER	STD		ALL TERRAIN TIRES	INCL
	FULL SPARE TIRE	STD		POWER WINDOWS-LOCKS-MIRRORS	INCL
				AM-FM CD AND CARPET	INCL
44Q	4-SPEED AUTOMATIC	$ 1,427.00		A/C AND HEAT & TILT/CRUISE	INCL
W12	XL SUPERCREW UPGRADE	$ 4,884.00		ELECTRONIC SHIFT ON THE FLY	INCL
9DS	FACTORY DESTINATION	$ 975.00		CHROME BUMPERS	INCL
				6-SPEED AUTOMATIC	INCL
535	TRAILER TOW PACKAGE	$ 328.00	FL	CLOTH CAPTAIN CHAIRS	$ 240.00
	HD COOLING & RECEIVER TUBE	INCL			

Total of B. Published Options: $ 14,815.00

C. Unpublished Options [Itemize each below, not to exceed 25%] $= 0.0 %

Options	Bid Price	Options	Bid Price
		ESTIMATED DELIVERY 2009 MODEL	NOTE
		IN 60-90 DAYS	NOTE
		02/02/09 Reviewed and approved By:	

Total of C. Unpublished Options: $ -

D. Contract Price Adjustment: $ -

E. Delivery Charges: 0 miles @ $.93/mile $ -

F. Total of A + B + C + D + E = F $ 26,432.00

G. Quantity Ordered 1 **x F =** $ 26,432.00

H. Administrative Fee [from Fee Schedule, Table A] **$400 PER PURCHASE ORDER** $ 400.00

I. Non-Equip Charges & Credits

J. TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE $ 26,832.00

CUSTOMIZED PRODUCT PRICING SUMMARY BASED ON CONTRACT

VEHICLES

BUYBOARD #281-07

End User: HIDALGO COUNTY **Philpott Rep:** ALAN WILEY

Contact: OSCAR GARZA **Date:** 18-Jul-08

Product Description: FORD F250 PICKUP

A. Bid Series: 17 **A. Base Price:** $ 12,113.00

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
	XL SERIES VINYL SEAT	INCL	W21S	4X4 CREW CAB SHORT BED	$ 6,862.00
	5.4L V8 GAS	INCL		RECEIVER HITCH TUBE	INCL
	MANUAL TRANSMISSION	INCL	213	ELECTRIC 4X4 SHIFT ON THE FLY	$ 173.00
	SINGLE REAR WHEEL	INCL	603A	XLT UPGRADE 2009 MODEL	$ 4,747.00
	SPARE TIRE AND WHEEL	INCL		TILT/CRUISE	INCL
	HEATER/DEFROSTER	INCL		AM-FM CD	INCL
	AM-FM RADIO	INCL		CHROME BUMPERS	INCL
572	A/C	$ 796.00		POWER WINDOWS-LOCKS	INCL
44B	5-SPEED AUTOMATIC	$ 1,188.00		PLEASE CHOOSE EITHER CLOTH	INCL
8DS	FACTORY DESTINATION FUEL	$ 925.00		CAPTAIN CHAIRS OR 40-20-40	INCL
	SURCHARGE AS OF 10-08-07	INCL		SPLIT BENCH SEAT	INCL

Total of B. Published Options: $ 14,691.00

C. Unpublished Options [Itemize each below, not to exceed 25%] $= 0.0 %

Options	Bid Price	Options	Bid Price
ESTIMATED DELIVERY IN 90 DAYS	NOTE		

Total of C. Unpublished Options: $ -

D. Contract Price Adjustment:

E. Delivery Charges: 0 miles @ $.93/mile $ -

F. Total of A + B + C + D + E = F $ 26,804.00

G. Quantity Ordered 1 x F = $ 26,804.00

H. BUYBOARD Administrative Fee **$400.00 PER PURCHASE ORDER** $ 400.00

I. Non-Equip Charges & Credits

J. TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE $ 27,204.00

AI-14130 **21.F.1.**

Purchase Two (2) T450 Scraper Haulers with (6) Pan Scrapers for Pct. #4 San Carlos DIP

CC REGULAR

Date:	02/24/2009
Submitted By:	Oscar Garza, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Prct. 4

Information

CAPTION

Presentation for consideration, discussion, acceptance and approval of proposal(s) received from Romco Equipment Co. awarded vendor through Hidalgo County's participation/membership with TXMAS #7-23V010 for purchase of Two (2) T450 Scraper Haulers with Six (6) Pan Scrapers in an amount of $499,945.00 each for a total amount not to exceed $999,890.00 which includes TXMAS fee's, Powertrain warranty and delivery for proposed San Carlos Drainage Improvement Project #09-117-OGG. Precinct# 4.

BACKGROUND

Purchase of proposed equipment will allow Pct. #4 to begin with Earth Moving Equipment for the proposed retention pond for the on-going San Carlos Drainage Improvement Project

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:**

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

BUDGETARY IMPACT:

Funding will come from Certificate of Obligation 2009 (AI#13977).

Attachments

Link: 09-117

Link: 09-117

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/19/2009 11:50 AM	APRV
2	Budget & Management	Veronica Lopez	02/19/2009 01:04 PM	APRV
3	Manuel Chapa	Manuel Chapa	02/20/2009 02:46 PM	APRV
4	Auditor's Office		02/20/2009 05:33 PM	NEW
Form Started By: Oscar Garza			Started On: 02/18/2009 04:50 PM	

ROMCO EQUIPMENT CO.

312 Park Street / Mercedes, TX 78570 / (956) 565-0100 / Fax: (956) 565-1765

February 18, 2009

Hidalgo County Pct # 4
1102 N. Doolittle Rd
Edinburg,Tx

ROMCO Equipment Co. is pleased to present the following equipment for your consideration.

One (1) Volvo A40D Converted to T450 Scraper Haulers,
Eq# 112562 S/N# 17030
Volvo D12D ABE3 Diesel Engine @ 419 Hp
Automatic Transmission w/ Hydraulic Retarder
Enclosed Wet Disc Brakes
100% Longitudinal Differential Lock (on all axles)
Single Lever for Scraper Hydraulic Quick Connects
875 / 65 R29 Tires
All Standard Equipment
3 Year / 6000 hrs Powertrain Warranty

Miskin E20 (20 cy) Pan Scraper Eq# 111630 S/N# 21919
Miskin E20 (20 cy) Pan Scraper Eq# 111631 S/N# 21920
Miskin E20 (20 cy) Pan Scraper Eq# 111460 S/N# 21924

TXMAS PRICE (includes TXMAS fee) $ 499,945.00
TXMAS# -7-23V010

We appreciate the opportunity to present this quotation and we look forward to serving You. If you have any questions, please do not hesitate to call.

Sincerely

Andy Ramos
Equipment Sales

ROMCO EQUIPMENT CO.

312 Park Street / Mercedes, TX 78570 / (956) 565-0100 / Fax: (956) 565-1765

February 18, 2009

Hidalgo County Pct # 4
1102 N. Doolittle Rd
Edinburg,Tx

ROMCO Equipment Co. is pleased to present the following equipment for your consideration.

One (1) Volvo A40D Converted to T450 Scraper Haulers,
Eq# 111993 S/N# 17016
Volvo D12D ABE3 Diesel Engine @ 419 Hp
Automatic Transmission w/ Hydraulic Retarder
Enclosed Wet Disc Brakes
100% Longitudinal Differential Lock (on all axles)
Single Lever for Scraper Hydraulic Quick Connects
875 / 65 R29 Tires
All Standard Equipment
3 Year / 6000 hrs Powertrain Warranty

Miskin E20 (20 cy) Pan Scraper Eq# 111879 S/N# 21944
Miskin E20 (20 cy) Pan Scraper Eq# 112346 S/N# 21963
Miskin E20 (20 cy) Pan Scraper Eq# 112828 S/N# 21966

TXMAS PRICE (includes TXMAS fee) $ 499,945.00

We appreciate the opportunity to present this quotation and we look forward to serving You. If you have any questions, please do not hesitate to call.

Sincerely

Andy Ramos

Andy Ramos
Equipment Sales

ROMCO EQUIPMENT CO.

312 Park Street / Mercedes, TX 75870 / (956) 565-0100 / Fax: (956) 565-1765

November 24, 2008

Hidalgo County Prct #4
1102 No. Doolittle Rd.
Edinburg, Tx 78541

Ref: **TXMAS CERTIFICATION**

Gentlemen,

This letter is to Certify that any VOLVO unit that is New or out of a Rental Fleet that has never been previously sold, qualifies for Volvo Governmental Discounts, which qualifies these units to be sold under TXMAS CO-OP PURCHASING PROGRAM.

Sincerely,

ROMCO Equipment Co.

J-M. Garcia
RGV Branch Manager

AI-14038 **21.G.1.**

BCAP Pct. No. 1 - WA #1 - Round III- Leo L. Rodriguez, DBA Rodriguez Engineering

CC REGULAR

Date:	02/24/2009
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	Purchasing Department **Purchasing only:** CAP Pct.1

Information

CAPTION

Presentation for consideration, discussion, acceptance, and approval of Work Authorization #1 (with a proposed fee of $47,631.32) with Leo L. Rodriguez, Jr. DBA Rodriguez Engineering to provide Engineering services to Hidalgo County Precinct No. 1 for Border Colonia Access Program Round III Projects. C-CAP-09-004-02-17

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1312-431-00-121-XXX-X-XXX

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

BUDGETARY IMPACT:

Funds avaiable for object 334 as of 2-18-09 for various Pct. 1 BCAP projects, Colonia Saenz, Colonia Boyce, Valley View Estates, and Mary Ann, please refer to attached expense report.

Attachments

Link: WA #1 Rodriguez Engineering Pct. 1 BCAP

Link: Pct. 1 BCAP Round III expense report as of 2-18-09

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/18/2009 08:48 AM	APRV
2	Ivan Cantu	Ivan Cantu	02/18/2009 09:03 AM	APRV
3	Auditor's Office	Angela Garcia	02/18/2009 09:11 AM	APRV
4	Ivan Cantu	Ivan Cantu	02/19/2009 08:30 AM	APRV
5	Linda Fong		02/20/2009 05:33 PM	NEW

Form Started By: Marcie Jackson Started On: 02/13/2009 03:09 PM

Final Approval Date: 02/20/2009

EXHIBIT "E"

HIDALGO COUNTY
Professional Engineering Services
Agreement #C-CAP-09-004-02-17
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, Leo L. Rodriguez, Jr. DBA Rodriguez Engineering 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 plans, Specifications and Estimate (PS&E) and Construction Inspection for round III funded Proposition 2 – Border Colonia Access Program Projects of Hidalgo County Precinct No 1 as identified in ATTACHMENT "D"

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 $47,631.32. 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.__1_:

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:
Rodriguez Engineering

_____
By: Leo L. Rodriguez, PE, Owner

THE OWNER:
HIDALGO COUNTY

_____
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

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.

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 devel9opment of the Project and fulfillment of this Agreement as follows:

I. PRELIMINARY PHASE – GENERAL PROJECT MANGEMENT AND ADMINISTRATION

II. DESIGN PHASE – FINAL DESIGN AND PLANS, SPECIFICATIONS, AND ESTIMATES (PS&E) FOR COLONIA ACCESS

III. CONSTRUTION PHASE – CONSTRUCTION MANGEMENT & SUPPORT & INSPECTIONS

I. PRELIMINARY PHASE SERVICES

GENERAL PROJECT MANGEMENT

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 TXD OT 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, cou7nty 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-or-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, specificati9on 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.

EXHIBIT "C"

Work Schedule

A detailed work schedule for each **Work Authorization**, identified and more particularly described in Article 7 of this Agreement, shall be prepared by the **Engineer** to be submitted and approved by the Owner in writing for each **Work Authorization**. The work schedule will provide specific work sequence and definite review times by the **Owner** and the **Engineer** of the work performed.

The **Engineer** will diligently pursue the completion of each **Work Authorization** as defined by the milestone and deliverable due dates outlined in each **Work Authorization's** associated 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.

WORK SCHEDULE
HIDALGO COUNTY BORDER COLONIA ACCESS PROGRAM

PROJECT- MARY ANN

Work Item		February				March				April				May- July				August			
		wk 1	wk 2	wk 3	wk 4	wk 1	wk 2	wk 3	wk 4	wk 1	wk 2	wk 3	wk 4	wk 1	wk 2	wk 3	wk 4	wk 1	wk 2	wk 3	wk 4
1	Contract																				
2	Topographic Surveying																				
3	Engineering Design																				
4	Construction																				
5	Project Close-out																				

PPROJECT- COLONIA BOYCE

Work Item		February				March				April				May- July				August			
		wk 1	wk 2	wk 3	wk 4	wk 1	wk 2	wk 3	wk 4	wk 1	wk 2	wk 3	wk 4	wk 1	wk 2	wk 3	wk 4	wk 1	wk 2	wk 3	wk 4
1	Contract																				
2	Topographic Surveying																				
3	Engineering Design																				
4	Construction																				
5	Project Close-out																				

PROJECT- COLONIA SAENZ

Work Item		February				March				April				May- July				August			
		wk 1	wk 2	wk 3	wk 4	wk 1	wk 2	wk 3	wk 4	wk 1	wk 2	wk 3	wk 4	wk 1	wk 2	wk 3	wk 4	wk 1	wk 2	wk 3	wk 4
1	Contract																				
2	Topographic Surveying																				
3	Engineering Design																				
4	Construction																				
5	Project Close-out																				

PROJECT- VALLEY VIEW

Work Item		February				March				April				May- July				August			
		wk 1	wk 2	wk 3	wk 4	wk 1	wk 2	wk 3	wk 4	wk 1	wk 2	wk 3	wk 4	wk 1	wk 2	wk 3	wk 4	wk 1	wk 2	wk 3	wk 4
1	Contract																				
2	Topographic Surveying																				
3	Engineering Design																				
4	Construction																				
5	Project Close-out																				

EXHIBIT "D"

Engineers Agreement Rates

EXHIBIT "D"

ENGINEER'S CONTRACT RATES

HOURLY RATES:

Principal	$120.00/Hr.
Project Manager	$ 78.00/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	$ 15.00/Hr.

EXHIBIT "D1"

Fee Breakdown

For and in consideration of 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 Services Fee	=	**$ 47,631.32**	
Phase I	=	40% of the **Service Fee**	**$19,052.53**
Phase II	=	40% of the **Service Fee**	**$19,052.53**
Phase III	=	20% of the **Service Fee**	**$9,526.26**

Mary Ann	CSJ: 3C1080895	$19,891.96
Colonia Boyce	CSJ: 3C1080232	$10,771.64
Colonia Saenz	CSJ: 3C1080181	$5,365.41
Valley View	CSJ: 3C1080779	$11,602.31

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3							
9-1312-431-00-121-181-0-334	COLONIA SAENZ-ENGINEERING & ARCH SERVIC	.00	5,365.41	.00	.00	5,365.41	.00
9-1312-431-00-121-232-0-334	COLONIA BOYCE-ENGINEERING & ARCHIT SERVI	.00	10,771.64	.00	.00	10,771.64	.00
9-1312-431-00-121-779-0-334	VALLEY VIEW ESTATES-ENG & ARCH SERVICES	.00	11,602.31	.00	.00	11,602.31	.00
9-1312-431-00-121-895-0-334	MARY ANN-ENGINEERING & ARCHITECT SERVICE	.00	19,891.96	.00	.00	19,891.96	.00
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3		**.00**	**47,631.32**	**.00**	**.00**	**47,631.32**	**.00**
9 YEAR		**.00**	**47,631.32**	**.00**	**.00**	**47,631.32**	**.00**

AI-14138 **21.H.1.**

BCAP Pct. No. 2 - WA #3 - Round III - Millennium Engineers Group, Inc.

CC REGULAR

Date:	02/24/2009
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	Purchasing Department **Purchasing only:** CAP Pct.2

Information

CAPTION

Presenation for consideration, discussion acceptance a approval of Work Authorization #3 (with a proposed fee of $40,067.72) with Millennium Engineers Group, Inc. to provide Construction Material Testing services to Hidalgo County Precinct No. 2 for Border Colonia Access Program Round III Projects. C-CAP-08-023a-09-02

BACKGROUND

Fiscal Impact

FISCAL YEAR: 9 **ACCT. #:** 9-1312-431-00-122-XXX-X-339

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

BUDGETARY IMPACT:

See attached 2009 Expense Report for available balances as of 2/19/09.

Attachments

Link: WA

Link: 2009 BCAP Exp Rpt for AI-14138 2-19-09

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/19/2009 12:04 PM	APRV
2	Budget & Management	Veronica Lopez	02/19/2009 01:07 PM	APRV
3	Dale Kennan	Dale Kennan	02/19/2009 04:30 PM	APRV
4	Auditor's Office		02/20/2009 05:33 PM	NEW

Form Started By: Marcie Jackson Started On: 02/19/2009 08:26 AM

Final Approval Date: 02/20/2009

EXHIBIT "D"
HIDALGO COUNTY
Professional Engineering Services
Contract #C-CAP-08-023a-09-02
Work Authorization Form

WORK AUTHORIZATION NO. 03

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, Millennium Engineers Group, 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 Construction Materials Testing Services for 3rd Call Colonias Access Program projects: Esperanza Estates, Mesquite Acres, Morningside South, McColl Estates, Las Milpas Subdivision, and Sundowners Retirement Center. Projects are located in Precinct 2.

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 $40,067.72. 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.3 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 _____.

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.2 Commissioner Hector "Tito" Palacios as to content and detail of this Work Authorization No. # 03.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 02:

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:
Millennium Engineers Group, Inc.

By:_____
Type Name

THE OWNER:
HIDALGO COUNTY

_____
By: Juan D. Salinas III, County Judge

ATTEST:

_____
by: Arturo Guajardo Jr., County Clerk

EXHIBIT "A"

Services to be Provided by County

The following provides an outline of the services to be provided by the Owner in the development of Projects (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General

The Owner will provide to the Laboratory the following:

1) Provide the authorization to proceed with services through coordination with the project consulting and design Engineer.
2) Payment for work performed by the Laboratory and accepted by the Owner in accordance with Article 3 of this Agreement.
3) Assistance to the Laboratory, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Engineer cannot easily obtain.
4) Provide any available relevant data the Owner may have on file concerning the projects.
5) Provide timely review and decisions in response to the Laboratory's request for information and/or required submittals and deliverables, in order for the Laboratory to maintain the agreed upon work schedule prepared in accordance with Exhibit "A" attached to this Agreement.
6) Attend and participate in progress meetings as required and as coordinated and conducted by Laboratory.
7) Provide the authorization to proceed with services on project by project basis through consulting design and construction engineer.

Exhibit "B"

Services to be Provided by Laboratory

The services to be provided by the LABORATORY in providing geotechnical engineering services, construction materials testing services, construction observation services and environmental services for the Hidalgo County Colonia Access Program - Precinct #2 Projects is as follows:

A. Preliminary Phase:

1) Attend preliminary conferences with the OWNER and, if requested, with the funding agency and other government agencies or interested parties regarding the Project.
2) Provide for the necessary geotechnical investigation and testing necessary to develop design.
3) Provide environmental studies as may be necessary to complete a project.
4) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
5) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
6) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, and maintenance projects.
7) Provide assistance to the OWNER in providing pavement condition studies.

B. Design Phase:

1) Attend the OWNER'S and respective Party's meeting as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed design activities.
2) Perform any additional geotechnical investigations, testing and environmental studies necessary to collect information required in the design of the Project.
3) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
4) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
5) Provide assistance to the OWNER in providing pavement rehabilitation recommendation for the design, construction and maintenance projects.
6) Provide assistance to the OWNER in providing pavement condition studies.
7) Furnish the OWNER all necessary report for preliminary design, design, and construction and maintenance projects.

C. Construction/Maintenance Phase:

1) Attend the OWNER'S and respective Party's pre-construction and construction meetings as requested for the purpose of explaining geotechnical investigation report recommendation and preliminary testing results and their impact to proposed construction activities and establish coordination and lines of communication for proposed construction materials testing during construction activities.
2) Consult and advise with the OWNER during construction.
3) Provide construction materials testing for construction and maintenance project as required by the project plans and specifications and/or specified by the project design engineer.
4) Review all material designs as requested by the OWNER and/or project design engineer.
5) Furnish the OWNER all necessary reports for construction and maintenance projects.
6) Provide construction observation services as requested by the OWNER on construction and maintenance projects.

D. Miscellaneous/Other

1) Act for Owner in professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of the profession.
2) Perform all technical services under the general direction of a Licensed Professional Engineer in the State of Texas and in substantial accordance with the basic requirements of the appropriate Standards of the American Society for Testing and Materials, where applicable, or other standards designated by County.
3) Employ testing machines which have been calibrated within a period not exceeding twelve (12) months from the time of use by devices of accuracy traceable to the National Institute for Standards and Technology (NIST) of the United States Department of Commerce, and, upon request, submit to the OWNER or its authorized representative documentation of such calibration.
4) Promptly submit formal construction materials testing reports for all tests, observations and services performed indicating where applicable, compliance with OWNER specifications or other documents. Such reports shall be completed and factual, citing the tests performed, methods employed, values obtained, parts of the structure and location at which tests were made.
5) The plans and specifications prepared under this Agreement shall become the property of the OWNER upon completion of the work and payment in full of all monies due to the Laboratory.
6) Retain all pertinent records relating to the services performed for a period of five (5) years following submission of all reports, during which period the records will be made available to the Owner within a reasonable time.

NOTE: Change in and/or additional services to Scope will require prior approval from Owner prior to undertaking.

EXHIBIT "C"
ENGINEER'S CONTRACT FEE SCHEDULE

For the services to be provided by the ENGINEER the charge will be on the basis of the units and unit fee rates established in this schedule of tests, staff personnel services and additional services. The overtime premium, required by the Fair Labor Standards Act for nonexempt classifications, will be charged for overtime hours worked because of the County's requirements and its authorization. However, except for the overtime premium, the maximum charges shall not exceed the rates shown in this schedule.

Soils and Aggregate Section

Material Preparation Time	$40.00/hr
Atterberg Limits (ASTM or TxDOT)	59.00/ea
Sieve Analysis	
Dry through No. 40 (4 sieves)	50.00/ea
Additional Sieves	12.00/ea
Percent Passing No. 200 Sieve	42.00/ea
Moisture Density Relationship	
ASTM D 698 (Standard Proctor)	175.00/ea
ASTM D 1557 (Modified Proctor)	185.00/ea
Tex 113-E (TxDOT Proctor)	185.00/ea
Nuclear Density Test (In conjunction with Inspection)	
ASTM D 2950 or Tex 115-E, Part II	22.00/ea
Depth Test	6.00/ea
Wet Ball Mill (Tex 116-E)	175.00/ea
Determination of Optimum Lime Content	
PI Method – (Max. 3 points)	275.00/ea
Tex 121-E - (Max. 3 points)	275.00/ea
PH Method - (Max. 3 points)	275.00/ea
Additional Points	75.00/ea
California Bearing Ratio (includes M/D Relationship & 3 specimens)	600.00/ea
Additional Specimens	150.00/ea
Moisture Content of Aggregates and Base(Small)	8.00/ea
Moisture Content of Aggregates and Base(Large)	35.00/ea
Linear Shrinkage (Tex 107-E)	65.00/ea
pH (TxDOT Tex 128-E)	70.00/ea
Resistivity of Soils (Tex 129-E)	85.00/ea
Specific Gravity	75.00/ea
Unit Weight (Loose or Dry)	45.00/ea
Soundness (5-cycle Magnesium)	425.00/ea

Bituminous Section

Material Preparation Time	$43.00/hr
Sieve Analysis for Fine and Coarse Aggregate (Tex 200-F or ASTM)	
Dry (4 sieves)	50.00/ea
Additional Sieves	12.00/ea
Sand Equivalent (ASTM D 2419 or Tex 203-F)	55.00/ea
Extraction of Bituminous Mixture, Percent Asphalt & Gradation	225.00/ea

Asphalt Cores (up to 3 inch depth and 4 inch dia.)(Min. 3 ea).....	55.00/ea
Additional Depth & Dia. (By Circumference Area)	.50/sq. in.
Thickness of Cores	15.00/ea
Theoretical Maximum Specific Gravity of Mixtures (Tex 227-F)	55.00/ea
Lab Density (Tex 207-F)(Lab Density).....	60.00/ea
Effect of Water on Bituminous Paving Mixtures (Tex 530-C)	75.00/ea
Hveem Stability	105.00/ea
Coring Rig	75.00/day
Asphaltic Concrete Design and Other Services	By Quote
Percent Passing No. 200 Sieve.....	42.00

Concrete Section

Material Preparation Time		$43.00/hr
Slump Test (In conjunction with Inspection)		
ASTM C 143 or Tex 415-A.....		18.00/ea
Air Content of Fresh Concrete (In conjunction with Inspection)		
Pressure (416-A)	20.00/ea	
Volumetric (414-A)	35.00/ea	
Casting of Concrete Cylinders (In conjunction with Inspection).....		10.00/ea
Concrete Cylinder Compressive Strength Test.....		16.00/ea
Strip & Hold Cylinder (In conjunction with pickup).....		10.00/ea
Concrete Beam Flexure Strength Test		
6x6x22 (Minimum of 2) (Delivered to Lab).....		30.00/ea
Strip & Hold Beam (In conjunction with pickup).....		10.00/ea
Concrete Cores By Circumference Area (Min. 100 sq. in.).....		2.00/sq. in.
Sawing of Concrete Cylinders or Cores per end per specimen		25.00/ea
Thickness of Cores		15.00/ea
Coring Rig		75.00/day
Portland Cement Concrete Design or other services		By Quote

Masonry Section

Material PreparationTime.....	$43.00/hr
Grout Prism (Compression).....	20.00
Mortar Prism (Compression).....	20.00

Soil Exploration and Geotechnical Services

Drilled Borings		
In Soil, 0 – 50 feet		$18.00/LF
In Soil, 50 – 100 feet		20.50/LF
In Rock		By Quote
Non-Conventional Drilling.....	By Quote	

Standard Penetration Test (in addition to drilling & sampling)	10.00/ea
Texas Cone Penetration Test (in addition to drilling & sampling)	20.00/ea
Shelby Tube Sampling	20.00/ea
Mobilization and Demobilization (In Rio Grande Valley).....	300.00/ea site
Mobilization and Demobilization (Outside the Rio Grande Valley).....	3.50/mile
Mobilization of Non-Conventional Drilling Equipment	By Quote

Trip Charge For Logger	0.60/mile
Standby Time, Rig plus 2 man crew	200.00/hr Monitor
Well Installation	By Quote
Technician To Log Soil Test Boring	48.00/hr
Field Coordination	
Field Engineer	115.00/hr
Utility Clearance	65.00/hr
Flagman	40.00/hr
Per Diem (If required)	Cost + 15%
Unconfined Compression	40.00/ea
Moisture Content (Small)	8.00/ea Grout
Backfill	4.00/LF
Dozer/Clearing	Cost + 15%
Asphalt Pavement Coring	100.00/ea
Concrete/Asphalt Patch	75.00/ea

Technician Services

Engineering Technician Time (Min. 2 Hrs) Soil and Aggregate Sampling, Density Testing, Etc.	$40.00/hr
Concrete or Asphalt Engineering Technician Time (Min. 2 Hrs) Site Testing on Concrete Pours, Asphalt Field Placement, Etc.	43.00/hr
Senior Engineering Technician Time (Min. 2 Hrs) Plant Inspection, Reinforcing Steel Inspection, Etc.	48.00/hr
Construction Inspection Engineering Technician Time (Min. 2 Hrs) Plant Inspection, Reinforcing Steel Inspection, Etc.	48.00/hr
Engineering Specialist Time (Min. 2 Hrs) Pier Inspection, Pile Load Inspections, etc.	65.00/hr
Certified Welding Inspector (Min. 4 Hrs)	85.00/hr

Other Services

Vehicle Trip Charge (within 25 miles of lab office, Edinburg, TX)	$35.00/trip
Vehicle Trip Charge (beyond 25 miles of lab office)	0.60/mile
Other Testing Not Specified (Option 1)	Cost + 15%
Other Testing Not Specified (Option 2)	48.00/hr
Other Services, Outside Services or Supplies	Cost + 15%
Test Reports	30.00/ea
Clerical/Administrative	40.00/hr
Fax	1.00/page
Photocopies	
8 ½" x 11"	0.12/page
8 ½" x 14"	0.15/page
11" x 17"	0.20/page
Microcomputers (PC)	5.00/hr

Professional Services

Principal Engineer	$125.00/hr

Project Management and Coordination of Services Provided
Applied to each invoice of net services provided..... $65.00/hr

BASIC SERVICES AGREEMENT

MEG will charge overtime at the rate of 1.5 applicable for technicians for services performed before 7 AM and after 6 PM on Monday through Friday, after 8 continuous hours on the Client's project and on Saturday, Sunday and holidays.

Hours billed will be from our office at 705 Dawson Drive, Edinburg, Texas, port to port. Fractions of hours will be billed as whole hours. Technician hours will be billed a minimum of 2 hours.

Laboratory testing performed after normal work hours of 7 AM to 6 PM on Monday through Friday will be billed the test rate plus applicable overtime hourly charges.

Project management will be billed for report review, coordination and management of project personnel.

Hidalgo County

Expenditure Summary Report

Standard Report Format

Account No/Description	Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3						
9-1312-431-00-122-460-1-339 MESQUITE ACRES SUBD-OTHER PROF SRVS	6,578.71	.00	.00	.00	6,578.71	.00
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3	**6,578.71**	**.00**	**.00**	**.00**	**6,578.71**	**.00**
9 YEAR	**6,578.71**	**.00**	**.00**	**.00**	**6,578.71**	**.00**

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3							
[redacted]							
9-1312-431-00-122-262-0-339	ESPERANZA ESTATES SUBD-OTHER PROF SRVS	5,933.65	.00	.00	.00	5,933.65	.00
9-1312-431-00-122-413-0-339	LAS MILPAS SUBD-OTHER PROF SRVS	5,538.89	.00	.00	.00	5,538.89	.00
9-1312-431-00-122-454-0-339	MCCOLL ESTATES SUBD-OTHER PROF SRVS	5,290.35	.00	.00	.00	5,290.35	.00
9-1312-431-00-122-900-0-339	MORNINGSIDE SOUTH SUBD-OTHER PROF SRVS	10,545.44	.00	.00	.00	10,545.44	.00
9-1312-431-00-122-940-0-339	SUNDOWNERS RTMNT CTR SUB-OTHER PROF SRVS	6,180.67	.00	.00	.00	6,180.67	.00
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3		**47,608.46**	**.00**	**.00**	**.00**	**47,608.46**	**.00**
9 YEAR		**47,608.46**	**.00**	**.00**	**.00**	**47,608.46**	**.00**

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3							
9-1312-431-00-122-262-0-312	ESPERANZA ESTATES SUBD-INDIRECT COSTS	4,314.14	.00	.00	.00	4,314.14	.00
9-1312-431-00-122-262-0-334	ESPERANZA ESTATES SUBD-ENG & ARCH SRVS	18,648.61	.00	.00	.00	18,648.61	.00
9-1312-431-00-122-262-0-339	ESPERANZA ESTATES SUBD-OTHER PROF SRVS	5,933.65	.00	.00	.00	5,933.65	.00
9-1312-431-00-122-262-0-733	ESPERANZA ESTATES SUBD-DRAINAGE DITCHES	87,255.00	.00	.00	.00	87,255.00	.00
9-1312-431-00-122-262-0-734	ESPERANZA ESTATES SUBD-SUBD STREETS	82,277.77	.00	.00	.00	82,277.77	.00
9-1312-431-00-122-262-0-899	ESPERANZA ESTATES SUBD-CONTINGENCY	3,624.27	.00	.00	.00	3,624.27	.00
262		**202,053.44**	**.00**	**.00**	**.00**	**202,053.44**	**.00**
9-1312-431-00-122-413-0-312	LAS MILPAS SUBD-INDIRECT COSTS	4,388.80	.00	.00	.00	4,388.80	.00
9-1312-431-00-122-413-0-334	LAS MILPAS SUBD-ENGINEER & ARCHITECT SRV	6,963.17	6,963.17	.00	.00	.00	100.00
9-1312-431-00-122-413-0-339	LAS MILPAS SUBD-OTHER PROF SRVS	5,538.89	.00	.00	.00	5,538.89	.00
9-1312-431-00-122-413-0-733	LAS MILPAS SUBD-DRAINAGE DITCHES	72,685.00	.00	.00	.00	72,685.00	.00
9-1312-431-00-122-413-0-734	LAS MILPAS SUBD-SUBDIVISION STREETS	85,568.88	.00	.00	.00	85,568.88	.00
9-1312-431-00-122-413-0-899	LAS MILPAS SUBD-CONTINGENCY	3,873.99	.00	.00	.00	3,873.99	.00
413		**179,018.73**	**6,963.17**	**.00**	**.00**	**172,055.56**	**3.89**
9-1312-431-00-122-454-0-312	MCCOLL ESTATES SUBD-INDIRECT COSTS	4,212.55	.00	.00	.00	4,212.55	.00
9-1312-431-00-122-454-0-334	MCCOLL ESTATES SUBD-ENG & ARCH SERVICES	6,650.73	6,650.73	.00	.00	.00	100.00
9-1312-431-00-122-454-0-339	MCCOLL ESTATES SUBD-OTHER PROF SRVS	5,290.35	.00	.00	.00	5,290.35	.00
9-1312-431-00-122-454-0-733	MCCOLL ESTATES SUBD-DRAINAGE DITCHES	68,875.00	.00	.00	.00	68,875.00	.00
9-1312-431-00-122-454-0-734	MCCOLL ESTATES SUBD-SUBDIVISION STREETS	82,277.77	.00	.00	.00	82,277.77	.00
9-1312-431-00-122-454-0-899	MCCOLL ESTATES SUBD-CONTINGENCY	3,730.87	.00	.00	.00	3,730.87	.00
454		**171,037.27**	**6,650.73**	**.00**	**.00**	**164,386.54**	**3.89**
9-1312-431-00-122-460-1-312	MESQUITE ACRES SUBD-INDIRECT COSTS	4,710.91	.00	.00	.00	4,710.91	.00
9-1312-431-00-122-460-1-334	MESQUITE ACRES SUBD-ENGINEER & ARCH SRVS	20,675.95	.00	.00	.00	20,675.95	.00
9-1312-431-00-122-460-1-339	MESQUITE ACRES SUBD-OTHER PROF SRVS	6,578.71	.00	.00	.00	6,578.71	.00
9-1312-431-00-122-460-1-733	MESQUITE ACRES SUBD-DRAINAGE DITCHES	98,445.00	.00	.00	.00	98,445.00	.00
9-1312-431-00-122-460-1-734	MESQUITE ACRES SUBD-SUBDIVISION STREETS	89,518.23	.00	.00	.00	89,518.23	.00
9-1312-431-00-122-460-1-899	MESQUITE ACRES SUBD-CONTINGENCY	3,922.83	.00	.00	.00	3,922.83	.00
460		**223,851.63**	**.00**	**.00**	**.00**	**223,851.63**	**.00**
9-1312-431-00-122-900-0-312	MORNINGSIDE SOUTH SUBD-INDIRECT COSTS	8,153.36	.00	.00	.00	8,153.36	.00
9-1312-431-00-122-900-0-334	MORNINGSIDE SOUTH SUBD-ENG & ARCH SRVS	33,142.82	.00	.00	.00	33,142.82	.00
9-1312-431-00-122-900-0-339	MORNINGSIDE SOUTH SUBD-OTHER PROF SRVS	10,545.44	.00	.00	.00	10,545.44	.00
9-1312-431-00-122-900-0-733	MORNINGSIDE SOUTH SUBD-DRAINAGE DITCHES	143,325.00	.00	.00	.00	143,325.00	.00
9-1312-431-00-122-900-0-734	MORNINGSIDE SOUTH SUBD-SUBD STREETS	157,973.34	.00	.00	.00	157,973.34	.00
9-1312-431-00-122-900-0-899	MORNINGSIDE SOUTH SUBD-CONTINGENCY	7,098.97	.00	.00	.00	7,098.97	.00
900		**360,238.93**	**.00**	**.00**	**.00**	**360,238.93**	**.00**
9-1312-431-00-122-940-0-312	SUNDOWNERS RTMNT CTR SUBD-INDIRECT COSTS	4,080.10	.00	.00	.00	4,080.10	.00

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3							
9-1312-431-00-122-940-0-334	SUNDOWNERS RTMNT CTR SUB-ENG & ARCH SRVS	19,424.96	.00	.00	.00	19,424.96	.00
9-1312-431-00-122-940-0-339	SUNDOWNERS RTMNT CTR SUB-OTHER PROF SRVS	6,180.67	.00	.00	.00	6,180.67	.00
9-1312-431-00-122-940-0-733	SUNDOWNERS RTMNT CTR SU-DRAINAGE DITCHES	100,895.00	.00	.00	.00	100,895.00	.00
9-1312-431-00-122-940-0-734	SUNDOWNERS RTMNT CTR SUBD-SUBD STREETS	75,695.55	.00	.00	.00	75,695.55	.00
9-1312-431-00-122-940-0-899	SUNDOWNERS RTMNT CTR SUBD-CONTINGENCY	3,214.73	.00	.00	.00	3,214.73	.00
940		**209,491.01**	**.00**	**.00**	**.00**	**209,491.01**	**.00**
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3		**1,345,691.01**	**13,613.90**	**.00**	**.00**	**1,332,077.11**	**1.01**
9 YEAR		**1,345,691.01**	**13,613.90**	**.00**	**.00**	**1,332,077.11**	**1.01**

AI-14107 **21.I.1.**

APPLICATION FOR PAYMENT NO 1(FINAL) PCT 3 - Round I
CC REGULAR

Date: 02/24/2009
Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For: Agapito Vargas
Department: COLONIA ACCESS PROGRAM
Agenda Category: Purchasing Department **Purchasing only:** CAP Pct.3

Information

CAPTION

Presentation for consideration, discussion, acceptance and approval of Application for Payment No. 1(final) in the amount of $135,384.30 from Juan Mendoza Corporation DBA J.M. Construction vendor for Basham No. 16 and North Country Estates No. 2 Subdivisions submitted by project engineer Javier Hinojosa Engineering.
C-CAP-08-027-11-04

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 9-1310-431-00-123-XXX-0-731
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

P.O.# 614086 available balance $164,397.00
Funds available as of 2-19-09

Program	Amount
065	41,145.50
066	41,145.50
462	82,106.00
	164,397.00

Attachments

Link: payment 1final basham and north country

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/19/2009 11:18 AM	APRV
2	Budget & Management	Veronica Lopez	02/19/2009 11:22 AM	APRV
3	Manuel Chapa	Manuel Chapa	02/19/2009 03:31 PM	APRV
4	Auditor's Office		02/20/2009 05:33 PM	NEW

Form Started By: Marcie Jackson
Started On: 02/18/2009 02:11 PM

Final Approval Date: 02/20/2009

APPLICATION FOR PAYMENT NO. 1 (FINAL)

AI-14017 2/24/09 Reg

To: **Hidalgo County** (OWNER)

From: **Juan Mendoza Corporation dba J.M. Construction**

(CONTRACTOR)

Contract: **C-CAP-08-027-11-04-LRM**

Project: **Hidalgo County Precinct No. 3 - Border Colonia Access Program – Round I**

Basham Subdivision No. 16 and North Country Estates No. 2 Subdivsion(s)

OWNER'S Contract No. **C-CAP-08-027-11-04-LRM** ¢

For Work Accomplished through the date of: **1-22-09**.

1. Original Contract Price:		$164,397.00 ¢
2. Net Change by Change Orders and Written Amendments (+ or -):		$ 0.00 ¢
3. Current Contract Price (1 and plus 2):		$164,397.00 ¢
4. Total complete and stored to date:		$ 150,427.00 ¢
5. Retainage (per Agreement):		
10 % of completed Work:	$15,042.70 ¢	
% of stored material:	$	
Total Retainage:		$ 15,042.70 ¢
6. Total complete and stored to date less retainage (4 minus 5):		$ 135,384.30 ¢
7. Less previous Application for Payments:		$ 0.00 ¢
8. DUE THIS APPLICATION (6 MINUS 7): P.O. # 6140 86		$135,384.30 ¢

Accompanyir 9-1310-431-00-123-462-0-731→$70,116.00<-7,011.60> =$63,14.40 9-1310-431-00-123-066-0-731→$40,155.50<-4,015.55 =$36,139.95
CONTRACT 9-1310-431-00-123-065-0-731→$40,155.50<-4,015.55> =$36,139.95
The undersig
account of \
CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 1 inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated 2-11-09

By: Juan Mendoza, President
Juan Mendoza Corporation dba J.M. Construction

State of **Texas**
County of **Hidalgo**
Subscribed and sworn to before me this 11
day of Feb, 2009

Notary Public
My Commission expires: March 30, 2011

GABRIEL CARILLO
Notary Public, State of Texas
My Commission Expires

INVOICE RECEIVED BY: ON 2/12/09
GOODS/SERVICES RECEIVED BY: ON 2/12/09

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 2/11/09

By: Javier Hinojosa, P.E.
JAVIER HINOJOSA ENGINEERING

Juan Mendoza Corporation dba J.M. Construction	Contractor Name		Application No.:	1
12/2009	Starting Date		Application Date:	2/11/2009
	Project Ending Date		Period To:	1/22/2009
10%	Retainage Percent		Engineer Firm:	JAVIER HINOJOSA ENG.

Summary

CSJ #	CSJ Name		Schedule Value	Work Previously Completed	This Period	Total Complete to Date	Balance To Finish	Retainage	Net	Payments to Date	Payment Due
5020-462-21	Basham #16 Subdivision	County Road "A"	$ 82,106.00	$ -	$ 70,116.00	$ 70,116.00	$ 11,990.00	$ 7,011.60	$ 63,104.40	$ -	$ 63,104.40
5020-065-21	North Country Estates No. 2	Diosa Lane	$ 41,145.50	$ -	$ 40,155.50	$ 40,155.50	$ 990.00	$ 4,015.55	$ 36,139.95	$ -	$ 36,139.95
5020-066-21	North Country Estates No. 2	Earth Lane	$ 41,145.50	$ -	$ 40,155.50	$ 40,155.50	$ 990.00	$ 4,015.55	$ 36,139.95	$ -	$ 36,139.95
			$ 164,397.00	$ -	$ 150,427.00	$ 150,427.00	$ 13,970.00	$ 15,042.70	$ 135,384.30	$ -	$ 135,384.30

Prepared and Checked By:

Signature: _____

Printed Name: Javier Hinojosa, P.E.

Date: 2/11/09

BCAP Payment Request

Grand Total

Juan Mendoza Corporation dba J.M. Construction — Contractor Name
12/2009 — Starting Date
Project Ending Date
Basham No. 16 - County Road "A" — Engineer's / County Project Description

Application No.: 1
Application Date: 02/11/09
Period To: 01/22/09
Engineer's / County Project No: 5020-462-21

No.	Item Code	Description	Unit	Rate	Schedule Value Quan.	Schedule Value Dollars	Work Previously Completed Quan.	Work Previously Completed Dollars	This Period Quan.	This Period Dollars	Total Completed To Date Quan.	Total Completed To Date Dollars	Balance To Finish Quan.	Balance To Finish Dollars
		Paving												
1	100	Preparing ROW	STA	$ 500.00	14.25	$ 7,125.00	0.00	$ -	14.25	$ 7,125.00	14.25	$ 7,125.00	0.00	$ -
2	247	8" FL BS (Compl In Place) (TY D GR6 CL4)	SY	$ 6.00	4434.00	$ 26,604.00	0.00	$ -	4,434.00	$ 26,604.00	4,434.00	$ 26,604.00	0.00	$ -
3	251	Rewking BS Matrl (DC)(TY D CL2)	SY	$ 5.50	4434.00	$ 24,387.00	0.00	$ -	4,434.00	$ 24,387.00	4,434.00	$ 24,387.00	0.00	$ -
4	502	Barricades, Signs and Traffic Handling	MO	$ 3,000.00	1.00	$ 3,000.00	0.00	$ -	1.00	$ 3,000.00	1.00	$ 3,000.00	0.00	$ -
5	530	Driveway (ASPH-CONC-PAV)(PB-1)	SY	$ 28.00	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$ -
6	530	Driveway (Concrete 300 PSI)	SY	$ 42.00	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$ -
7	530	Turnouts (ASPH-CONC-PAV)(PBS-2)	SY	$ 22.00	735.00	$ 16,170.00	0.00	$ -	190.00	$ 4,180.00	190.00	$ 4,180.00	545.00	$ 11,990.00
8	304	15" RCP Culvert Pipe	LF	$ 23.00	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$ -	0.00	$ -
9	556	18" RCP Culvert Pipe	LF	$ 36.00	70.00	$ 2,520.00	0.00	$ -	70.00	$ 2,520.00	70.00	$ 2,520.00	0.00	$ -
10	556	Safety End Treatments	EA	$ 700.00	2.00	$ 1,400.00	0.00	$ -	2.00	$ 1,400.00	2.00	$ 1,400.00	0.00	$ -
11	5249	Temporary Sediment Control Fence	LF	$ 3.00	150.00	$ 450.00	0.00	$ -	150.00	$ 450.00	150.00	$ 450.00	0.00	$ -
12	5249	Temporary Sediment Control Fence (REMOVE)	LF	$ 3.00	150.00	$ 450.00	0.00	$ -	150.00	$ 450.00	150.00	$ 450.00	0.00	$ -
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25														
26						$ 82,106.00		$ -		$ 70,116.00		$ 70,116.00		$ 11,990.00

9·1310.431·00·123·462·0·731 – 70,116.00 {- 7,011.60} $63,104.40

Prepared and Checked By:
Signature:
Printed Name: Javier Hinojosa, P.E.
Date: 2/11/09

Juan Mendoza Corporation dba J.M. Construction — Contractor Name
12/2009 — Starting Date
Project Ending Date
North Country Estates #2 - Diosa Lane — Engineer's / County Project Description

Application No.: 1
Application Date: 02/11/09
Period To: 01/22/09
Engineer's / County Project No: 5020-066-21

No.	Item Code	Description	Unit	Rate	Schedule Value Quan.	Schedule Value Dollars	Work Previously Completed Quan.	Work Previously Completed Dollars	This Period Quan.	This Period Dollars	Total Completed To Date Quan.	Total Completed To Date Dollars	Balance To Finish Quan.	Balance To Finish Dollars
		Paving												
1	100	Preparing ROW	STA	$ 500.00	3.31	$ 1,655.00	0.00	$ -	3.31	$ 1,655.00	3.31	$ 1,655.00	0.00	$ -
2	247	8" FL BS (Compl In Place) (TY D GR6 CL4)	SY	$ 6.00	1451.00	$ 8,706.00	0.00	$ -	1,451.00	$ 8,706.00	1,451.00	$ 8,706.00	0.00	$ -
3	251	Rewking BS Matrl (DC)(TY D CL2)	SY	$ 5.50	1451.00	$ 7,980.50	0.00	$ -	1,451.00	$ 7,980.50	1,451.00	$ 7,980.50	0.00	$ -
4	502	Barricades, Signs and Traffic Handling	MO	$ 3,000.00	1.00	$ 3,000.00	0.00	$ -	1.00	$ 3,000.00	1.00	$ 3,000.00	0.00	$ -
5	530	Driveway (ASPH-CONC-PAV)(PB-1)	SY	$ 28.00	143.00	$ 4,004.00	0.00	$ -	143.00	$ 4,004.00	143.00	$ 4,004.00	0.00	$ -
6	530	Driveway (Concrete 300 PSI)	SY	$ 42.00	52.00	$ 2,184.00	0.00	$ -	52.00	$ 2,184.00	52.00	$ 2,184.00	0.00	$ -
7	530	Turnouts (ASPH-CONC-PAV)(PBS-2)	SY	$ 22.00	245.00	$ 5,390.00	0.00	$ -	200.00	$ 4,400.00	200.00	$ 4,400.00	45.00	$ 990.00
8	304	15" RCP Culvert Pipe	LF	$ 23.00	152.00	$ 3,496.00	0.00	$ -	152.00	$ 3,496.00	152.00	$ 3,496.00	0.00	$ -
9	556	18" RCP Culvert Pipe	LF	$ 36.00	80.00	$ 2,880.00	0.00	$ -	80.00	$ 2,880.00	80.00	$ 2,880.00	0.00	$ -
10	556	Safety End Treatments	EA	$ 700.00	2.00	$ 1,400.00	0.00	$ -	2.00	$ 1,400.00	2.00	$ 1,400.00	0.00	$ -
11	5249	Temporary Sediment Control Fence	LF	$ 3.00	75.00	$ 225.00	0.00	$ -	75.00	$ 225.00	75.00	$ 225.00	0.00	$ -
12	5249	Temporary Sediment Control Fence (REMOVE)	LF	$ 3.00	75.00	$ 225.00	0.00	$ -	75.00	$ 225.00	75.00	$ 225.00	0.00	$ -
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16														
17		9·1310·431·00·123·065·0.731 - 40,155.50 <-4015.55> = $36,187.95												
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21														
22														
23														
24														
25														
26														
						$ 41,145.50		$ -		$ 40,155.50		$ 40,155.50		$ 990.00

Prepared and Checked By:
Signature: Javier Hinojosa
Printed Name: Javier Hinojosa, P.E.
Date: 2/11/09

Juan Mendoza Corporation dba J.M. Construction — Contractor Name
12/2009 — Starting Date
Project Ending Date
North Country Estates #2 - Earth Lane — Engineer's / County Project Description

Application No.: 1
Application Date: 02/11/09
Period To: 01/22/09
Engineer's / County Project No: 5020-066-21

No.	Item Code	Description	Unit	Rate	Schedule Value Quan.	Schedule Value Dollars	Work Previously Completed Quan.	Work Previously Completed Dollars	This Period Quan.	This Period Dollars	Total Completed To Date Quan.	Total Completed To Date Dollars	Balance To Finish Quan.	Balance To Finish Dollars
		Paving												
1	100	Preparing ROW	STA	$ 500.00	3.31	$ 1,655.00	0.00	$ -	3.31	$ 1,655.00	3.31	$ 1,655.00	0.00	$ -
2	247	8" FL BS (Compl In Place) (TY D GR6 CL4)	SY	$ 6.00	1451.00	$ 8,706.00	0.00	$ -	1,451.00	$ 8,706.00	1,451.00	$ 8,706.00	0.00	$ -
3	251	Rewking BS Matrl (DC)(TY D CL2)	SY	$ 5.50	1451.00	$ 7,980.50	0.00	$ -	1,451.00	$ 7,980.50	1,451.00	$ 7,980.50	0.00	$ -
4	502	Barricades, Signs and Traffic Handling	MO	$ 3,000.00	1.00	$ 3,000.00	0.00	$ -	1.00	$ 3,000.00	1.00	$ 3,000.00	0.00	$ -
5	530	Driveway (ASPH-CONC-PAV)(PB-1)	SY	$ 28.00	143.00	$ 4,004.00	0.00	$ -	143.00	$ 4,004.00	143.00	$ 4,004.00	0.00	$ -
6	530	Driveway (Concrete 300 PSI)	SY	$ 42.00	52.00	$ 2,184.00	0.00	$ -	52.00	$ 2,184.00	52.00	$ 2,184.00	0.00	$ -
7	530	Turnouts (ASPH-CONC-PAV)(PBS-2)	SY	$ 22.00	245.00	$ 5,390.00	0.00	$ -	200.00	$ 4,400.00	200.00	$ 4,400.00	45.00	$ 990.00
8	304	15" RCP Culvert Pipe	LF	$ 23.00	152.00	$ 3,496.00	0.00	$ -	152.00	$ 3,496.00	152.00	$ 3,496.00	0.00	$ -
9	556	18" RCP Culvert Pipe	LF	$ 36.00	80.00	$ 2,880.00	0.00	$ -	80.00	$ 2,880.00	80.00	$ 2,880.00	0.00	$ -
10	556	Safety End Treatments	EA	$ 700.00	2.00	$ 1,400.00	0.00	$ -	2.00	$ 1,400.00	2.00	$ 1,400.00	0.00	$ -
11	5249	Temporary Sediment Control Fence	LF	$ 3.00	75.00	$ 225.00	0.00	$ -	75.00	$ 225.00	75.00	$ 225.00	0.00	$ -
12	5249	Temporary Sediment Control Fence (REMOVE)	LF	$ 3.00	75.00	$ 225.00	0.00	$ -	75.00	$ 225.00	75.00	$ 225.00	0.00	$ -
13														
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18		9.1310.431.00.123.066.0.731 - 40,155.50 - 4,015.55 = $ 36,139.95												
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26														
						$ 41,145.50		$ -		$ 40,155.50		$ 40,155.50		$ 990.00

Prepared and Checked By: Signature: _____ Date: 2/11/09
Printed Name: Javier Hinojosa, P.E.

J.M. CONSTRUCTION

3701 Jade Street
Weslaco, Texas 78596
956-565-5222
956-514-4955 (FAX)
jm4955@aol.com

2/9/2009

Javier Hinojosa Engineering
Attn: Javier Hinojosa, P.E.
416 E. Dove Avenue
McAllen, Texas 78504

Re: Road & Drainage Construction for Basham No. 16 & North Country Estates No. 2
Materials Suppliers (Pay Request No. 1)

Dear Javier,

The following is a list of material suppliers for the above referenced project. Please call if you have any questions.

1. Martin Marietta Materials
P.O. Box 848241
Dallas, Texas 75284
1-361-853-7331

2. J-III Concrete
1700 E. 28th Street
Weslaco, Texas 78596
1-956-969-1578

3. Rio Valley Pipe, LLC
7301 W. Expressway 83
Mission, Texas 78572
1-956-584-5847

Sincerely,

Juan Mendoza
President

PARTIAL/FINAL WAIVER OF LEIN

THE STATE OF TEXAS

COUNTY OF Hidalgo

The undersigned contracted with Hidalgo County
to furnish Basham No. 16 - North Country Estates
in connection with certain improvements to real property located in Hidalgo
County, Texas, and owned by Hidalgo County
Which improvements are described as follows:

Basham No. 16 and North Country Estates No. 2
Paving and Drainage Construction

In consideration of Pay Estimate No. 1 in the amount of One Hundred thirty five thousand three hundred eighty four dollars and thirty cents DOLLAR ($_____) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanic's lien or materialmen's lien or claims of lien that the undersigned has or hereafter has on the above mentioned real property on account of any labor performed or materials furnished or to be furnished or labor performed and materials furnished by the undersigned pursuant to the above-mentioned contract or any constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bids for labor performed and/or materials furnished in the erection and construction of such improvements on the Property have been fully paid and satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for material or labor against said Property arising out of any bills for material or labor in connection with the erection or construction of said improvements thereon, Undersigned will obtain a settlement of such lien or liens and a proper release thereof shall be obtained.

Juan Mendoza Corporation dba
J. M. Construction
CONTRACTOR

By: _____ President
TITLE

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 11 day of Feb., 2009, to certify which witness my hand and seal of office.

_____
NOTARY PUBLIC in and for the State of Texas

My Commission Expires:

GABRIEL CARILLO
Notary Public, State of Texas
My Commission Expires
March 30, 2011

WAIVER OF LIEN

Hidalgo County Precinct #3
Hidalgo County, Texas

Re: Road & Drainage Construction for Basham No. 16 & North Country Estates No. 2 (Pay Request No. 1)

In consideration of payment upon receipt of $ 3,485.56 (invoice # 75356) which is hereby acknowledged, Rio Valley Pipe, LLC waives and releases any lien for materials furnished to J.M. Construction for use on the project commonly known as Basham No. 16 & North Country No. 2 Subdivisions located in Hidalgo County, Texas. Rio Valley Pipe, LLC acknowledges that all payments hereto received on amount of materials furnished to the project have been accepted in full satisfaction of the liens or right to lien, waived hereunder. Provided further, that this release shall not become effective until all checks given us as part of the consideration hereof, shall have been honored and paid in full.

Rio Valley Pipe, LLC

STATE OF TEXAS

COUNTY OF Hidalgo

Subscribed and sworn to before me, the undersigned authority, on this the 9 day of January, 2009 to certify which, witness my hand and seal of office.

GABRIEL CARRILLO
Notary Public, State of Texas
My Commission Expires
March 30, 2011

My commissioin expires

Notary Public, State of Texas
Notary's Name Printed: Gabriel Carrillo

WAIVER OF LIEN

Hidalgo County Precinct #3
Hidalgo County, Texas

Re: Road & Drainage Construction for Basham No. 16 & North Country Estates No. 2 (Pay Request No. 1)

In consideration of payment upon receipt of $ 2,318.42 (invoice # 7404371) which is hereby acknowledged, Martin Marietta Materials waives and releases any lien for materials furnished to J.M. Construction for use on the project commonly known as Basham No. 16 & North Country No. 2 Subdivisions located in Hidalgo County, Texas. Martin Marietta Materials acknowledges that all payments hereto received on amount of materials furnished to the project have been accepted in full satisfaction of the liens or right to lien, waived hereunder. Provided further, that this release shall not become effective until all checks given us as part of the consideration hereof, shall have been honored and paid in full.

Martin Marietta Materials

STATE OF TEXAS

COUNTY OF Hidalgo

Subscribed and sworn to before me, the undersigned authority, on this the 10th day of February, 2009 to certify which, witness my hand and seal of office.

Notary Public, State of Texas
Notary's Name Printed: SHARON L. McCARTY

My commission expires 7/10/2009.

SHARON L. McCARTY
MY COMMISSION EXPIRES
July 10, 2009

WAIVER OF LIEN

Hidalgo County Precinct #3
Hidalgo County, Texas

Re: Road & Drainage Construction for Basham No. 16 & North Country Estates No. 2 (Pay Request No. 1)

In consideration of payment upon receipt of $ 490.00 (invoice # 185617) which is hereby acknowledged, J-III Concrete Co. Inc. waives and releases any lien for materials furnished to J.M. Construction for use on the project commonly known as Basham No. 16 & North Country No. 2 Subdivisions located in Hidalgo County, Texas. J-III Concrete Co. Inc. acknowledges that all payments hereto received on amount of materials furnished to the project have been accepted in full satisfaction of the liens or right to lien, waived hereunder. Provided further, that this release shall not become effective until all checks given us as part of the consideration hereof, shall have been honored and paid in full.

J-III Concrete Co. Inc.

STATE OF TEXAS

COUNTY OF Hidalgo

Subscribed and sworn to before me, the undersigned authority, on this the 9th day of February, 2009 to certify which, witness my hand and seal of office.

Esmeralda Calderon

Notary Public, State of Texas

Notary's Name Printed: Esmeralda Calderon

My commissioin expires 9/21/2009.

ESMERALDA CALDERON
MY COMMISSION EXPIRES
September 21, 2009

Texas Department of Transportation

Form 252 (Rev. 12/82)
Page 1 of 1
(GSD-EPC Word 97)

Contract Time Statement

ESTIMATE NO. 1 CONTRACTOR J.M. Construction

PROJECT NO. Basham North Country COUNTY Hidalgo DATE WORK BEGAN

TIME COMPUTED FROM DATE WORK COMPLETED

MONTH	DATE OR DAYS	WORKING DAYS CHARGED		DAYS CREDITED AND REASONS THEREFORE
December				Mobilization, preparing ROW, driveway culvert
January				Preparing ROW, flexible base, rework flexible base, driveways

L&G Engineering Laboratory
Construction Material Testing
Geotechnical Engineering

2100 W. Expressway 83 Mercedes, TX 78570 (956) 565-0760
900 S. Stewart Rd. Ste. 6 Mission, TX 78572 (956) 583-7117

PROCTOR TEST REPORT

Project Description: Basham 16 Exterior Rd. (CAP)
Client: Hidalgo County Pct. #3 (CAP)
Engineer: Hinojosa Engineering
Contractor: JM Construction

L&G Project Number: L37903
L&G Report Number: R001
Sample Date: 01/21/2009
Date Reported: 01/23/2009

Client PO: 612852

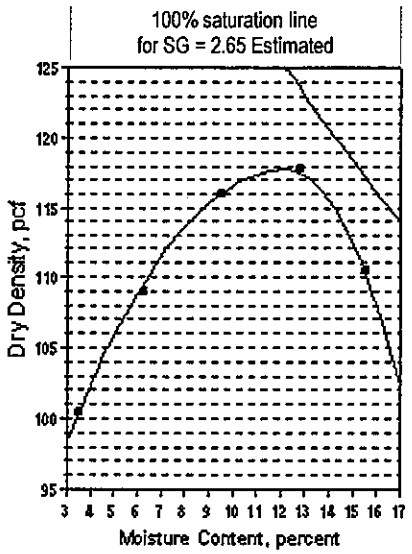
Compaction Method: ASTM D-698
Material Description: Subgrade

Specific Gravity: 2.65

Liquid Limit: 26
Plastic Limit: 17
Plasticity Index: 9
% Passing No. 200: 0.0
Group Symbol: CL

Specimen No.:	1	2	3	4	5
Moisture, %:	3.5	6.3	9.4	12.7	15.6
Dry Density (pcf):	100.4	109.0	116.0	117.7	110.0

Maximum Dry Density in P.C.F.: 117.7
Optimum Moisture (%): 12.2



Remarks: (Minus 200 N/A)
Test Method: ASTM D-698 Method-A

Orig: Hidalgo County Pct. #3 (CAP) (Mission, TX)
(1-cc copy)
1-cc Hinojosa Engineering
1-cc JM Construction Attn: Jaime Vega
1-cc Laboratory

Respectfully Submitted,
L&G Engineering Laboratory

Ricardo A. Gil, Lab Manager

THIS REPORT APPLIES ONLY TO THE STANDARDS OR PROCEDURES INDICATED AND TO THE SAMPLE(S) TESTED AND/OR OBSERVED AND ARE NOT NECESSARILY INDICATIVE OF THE QUALITIES OF APPARENTLY IDENTICAL OR SIMILAR PRODUCTS OR PROCEDURES, NOR DO THEY REPRESENT AN ONGOING QUALITY ASSURANCE PROGRAM UNLESS SO NOTED. THESE REPORTS ARE FOR THE EXCLUSIVE USE OF THE ADDRESSED CLIENT AND ARE NOT TO BE REPRODUCED WITHOUT WRITTEN PERMISSION.
REPORT CREATED BY ElmTree SYSTEM

L&G Engineering Laboratory
Construction Material Testing
Geotechnical Engineering

2100 W. Expressway 83 Mercedes, TX 78570 (956) 565-0760
900 S. Stewart Rd. Ste. 6 Mission, TX 78572 (956) 583-7117

PROCTOR
TEST REPORT

Project Description: Basham 16 Exterior Rd. (CAP)
Client: Hidalgo County Pct. #3 (CAP)
Engineer: Hinojosa Engineering
Contractor: JM Construction

L&G Project Number: L37903
L&G Report Number: R002
Sample Date: 01/23/2009
Date Reported: 01/29/2009

Client PO: 612852

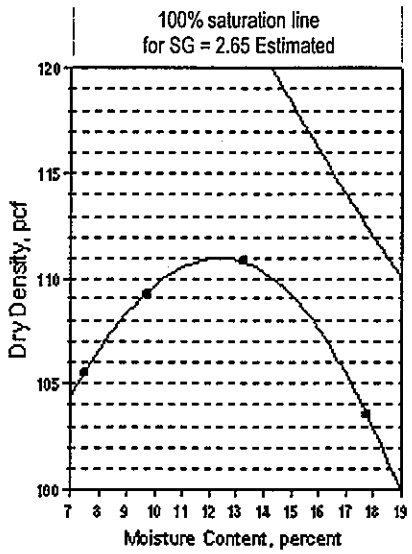
Compaction Method: ASTM D-698
Material Description: Caliche Base Material

Specific Gravity: 2.65

Liquid Limit: 30
Plastic Limit: 22
Plasticity Index: 8
% Passing No. 200: 0.0
Group Symbol: CL

Specimen No.:	1	2	3	4
Moisture,.%:	7.5	9.7	13.2	17.7
Dry Density (pcf):	105.5	109.3	110.8	103.7

Maximum Dry Density in P.C.F.: 110.9
Optimum Moisture (%): 12.4



Remarks: Minus 200 N/A
Test Method: ASTM D-698 Method-A

Orig: Hidalgo County Pct. #3 (CAP) (Mission, TX)
(1-cc copy)
1-cc Hinojosa Engineering
1-cc JM Construction Attn: Jaime Vega
1-cc Laboratory

Respectfully Submitted,
L&G Engineering Laboratory

Ricardo A. Gil, Lab Manager

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REPORT CREATED BY ElmTree SYSTEM

L&G Engineering Laboratory
Construction Material Testing
Geotechnical Engineering

2100 W. Expressway 83 Mercedes, TX 78570 (956) 565-0760
900 S. Stewart Rd. Ste. 6 Mission, TX 78572 (956) 583-7117

SIEVE ANALYSIS
TEST REPORT

Project Description: Basham 16 Exterior Rd. (CAP)
Client: Hidalgo County Pct. #3 (CAP)
Engineer: Hinojosa Engineering
Contractor: JM Construction

L&G Project Number: L37903
L&G Report Number: R003
Sample Date: 01/23/2009
Date Reported: 01/28/2009

Client PO: 612852

Description: Caliche Base Material

Sieve	% Retained	Required
2 in	0	0
1/2 in	27	20-60
No. 4	49	40-75
No. 40	84	75-85

Remarks: **Wet Ball Mill value 45%**
Test Method (As Applicable): Tex Method 401-A

Orig: Hidalgo County Pct. #3 (CAP) (Mission, TX)
(1-cc copy)
1-cc Hinojosa Engineering
1-cc JM Construction Attn: Jaime Vega
1-cc Laboratory

Respectfully Submitted,
L&G Engineering Laboratory

Ricardo A. Gil, Lab Manager

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FIELD DENSITIES TEST REPORT

Project Description: Basham 16 Exterior Rd. (CAP)
Client: Hidalgo County Pct. #3 (CAP)
Engineer: Hinojosa Engineering
Contractor: JM Construction

L&G Project Number: L37903
L&G Report Number: R004
Sample Date: 01/23/2009
Date Reported: 02/03/2009

Client PO: 612852

Material Description Subgrade
Required % Proctor 95 **Moisture Tolerance** 12.2

Proctor No	Optimum % Moisture	Opt. Density, LB/CF
L37815-6	12.2	117.7

Test No.	Test Location	Proctor No	Moisture Content	Dry Density	Percent Compaction	Depth (inch)
1	Bashan Street Sta. 3+00 1ft N. of CL	L37815-6	11.8%	113.4 pcf	96.3% (Pass)	6"
2	Bashan Street Sta. 6+00 5ft N. of CL	L37815-6	13.6%	112.4 pcf	95.5% (Pass)	6"
3	Bashan Street Sta. 9+00 4ft N. of CL	L37815-6	16.4%	107.3 pcf	91.2% (Pass)	6"

Remarks: Test results are in general compliance with the project specifications except as noted.
Test Methods: ASTM D2922, D3017

Orig: Hidalgo County Pct. #3 (CAP) (Mission, TX)
(1-cc copy)
1-cc Hinojosa Engineering
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900 S. Stewart Rd. Ste. 6 Mission, TX 78572 (956) 583-7117

FIELD DENSITIES
TEST REPORT

Project Description: Basham 16 Exterior Rd. (CAP)
Client: Hidalgo County Pct. #3 (CAP)
Engineer: Hinojosa Engineering
Contractor: JM Construction

L&G Project Number: L37903
L&G Report Number: R005
Sample Date: 01/26/2009
Date Reported: 02/03/2009

Client PO: 612852

Material Description Subgrade
Required % Proctor 95 **Moisture Tolerance** 12.2

Proctor No	Optimum % Moisture	Opt. Density, LB/CF
L37815-6	12.2	117.7

Test No.	Test Location	Proctor No	Moisture Content	Dry Density	Percent Compaction	Depth (inch)
1	Bashan Sta. 9+00 5ft N. of CL	L37815-6	11.6%	116.6 pcf	99.1% (Pass)	6"
2	Bashan Sta. 12+00 4ft N. of CL	L37815-6	11.4%	112.4 pcf	95.5% (Pass)	6"

Remarks: Test results are in general compliance with the project specifications except as noted.
Test Methods: ASTM D2922, D3017

Orig: Hidalgo County Pct. #3 (CAP) (Mission, TX)
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1-cc Hinojosa Engineering
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SIEVE ANALYSIS
TEST REPORT

Project Description: North Country Estate Ph. II (Diosa Rd)
Client: Hidalgo County Pct. #3 (CAP)
Engineer: Hinojosa Engineering
Contractor: JM Construction

L&G Project Number: L37904
L&G Report Number: R001
Sample Date: 01/05/2009
Date Reported: 02/03/2009

Client PO: 612852

Description: Caliche Base Material

Sieve	% Retained	Required
2 in	0	0
1/2 in	38	20-60
No. 4	61	40-75
No. 40	87	70-90

Remarks: **WBM = 39%**
Test Method (As Applicable): Tex Method 401-A

Orig: Hidalgo County Pct. #3 (CAP) (Mission, TX)
(1-cc copy)
1-cc Hinojosa Engineering
1-cc JM Construction Attn: Jaime Vega
1-cc Laboratory

Respectfully Submitted,
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PROCTOR
TEST REPORT

Project Description: North Country Estate Ph. II (Diosa Rd)
Client: Hidalgo County Pct. #3 (CAP)
Engineer: Hinojosa Engineering
Contractor: JM Construction

L&G Project Number: L37904
L&G Report Number: R002
Sample Date: 01/05/2009
Date Reported: 02/03/2009

Client PO: 612852

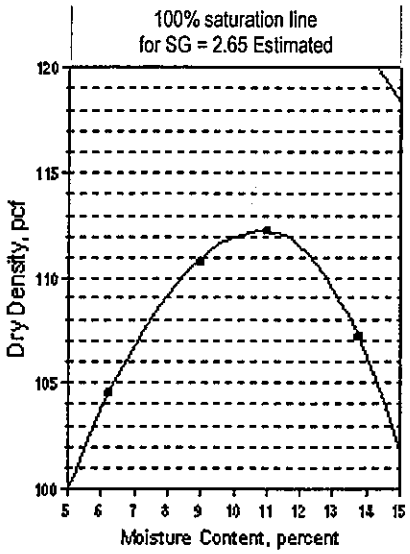
Compaction Method: TEX-113
Material Description: Caliche (Base Material)

Specific Gravity: 2.65

% Passing No. 200: 0.0

Specimen No.:	1	2	3	4
Moisture, %:	6.3	9.0	10.9	13.8
Dry Density (pcf):	104.7	110.7	112.2	107.0

Maximum Dry Density in P.C.F.: 112.2
Optimum Moisture (%): 10.9



Remarks: Minus 200 N/A (PI Non-Plastic) WBM = 39%
Test Method: TEX 113

Orig: Hidalgo County Pct. #3 (CAP) (Mission, TX)
(1-cc copy)
1-cc Hinojosa Engineering
1-cc JM Construction Attn: Jaime Vega
1-cc Laboratory

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900 S. Stewart Rd. Ste. 6 Mission, TX 78572 (956) 583-7117

FIELD DENSITIES TEST REPORT

Project Description: North Country Estate Ph. II (Diosa Rd)
Client: Hidalgo County Pct. #3 (CAP)
Engineer: Hinojosa Engineering
Contractor: JM Construction

L&G Project Number: L37904
L&G Report Number: R003
Sample Date: 01/12/2009
Date Reported: 02/03/2009

Client PO: 612852

Material Description Roadway Subgrade
Required % Proctor 95 **Moisture Tolerance** 11.5

Proctor No	Optimum % Moisture	Opt. Density, LB/CF
L37815-1	11.5	119.0

Test No.	Test Location	Proctor No	Moisture Content	Dry Density	Percent Compaction	Depth (inch)
1	Diosa Lane 1ft S of C.L. @ 57ft E of Moorefield Intersection	L37815-1	11.4%	119.2 pcf	100.2% (Pass)	6"

Remarks: Test results are in general compliance with the project specifications except as noted.
Test Methods: ASTM D2922, D3017

Orig: Hidalgo County Pct. #3 (CAP) (Mission, TX)
(1-cc copy)
1-cc Hinojosa Engineering
1-cc JM Construction Attn: Jaime Vega
1-cc Laboratory

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FIELD DENSITIES
TEST REPORT

Project Description: North Country Estate Ph. II (Diosa Rd)
Client: Hidalgo County Pct. #3 (CAP)
Engineer: Hinojosa Engineering
Contractor: JM Construction

L&G Project Number: L37904
L&G Report Number: R004
Sample Date: 01/12/2009
Date Reported: 01/12/2009

Client PO: 612852

Material Description Roadway Caliche
Required % Proctor 98 **Moisture Tolerance** 10.9

Proctor No	Optimum % Moisture	Opt. Density, LB/CF
L37815-4	10.9	112.2

Test No.	Test Location	Proctor No	Moisture Content	Dry Density	Percent Compaction	Depth (inch)
1	Diosa Lane 215ft E on Moorefield Intersection 3ft S of C.L.	L37815-4	12.5%	119.5 pcf	106.5% (Pass)	8"

Remarks: Test results are in general compliance with the project specifications except as noted.
Test Methods: ASTM D2922, D3017

Orig: Hidalgo County Pct. #3 (CAP) (Mission, TX)
(1-cc copy)
1-cc Hinojosa Engineering
1-cc JM Construction Attn: Jaime Vega
1-cc Laboratory

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PROCTOR
TEST REPORT

Project Description: North Country Estate Ph.II-Earth Rd.
Client: Hidalgo County Pct. #3 (CAP)
Engineer: Hinojosa Engineering
Contractor: JM Construction

L&G Project Number: L37815
L&G Report Number: R001
Sample Date: 12/11/2008
Date Reported: 12/15/2008

Client PO: 612852

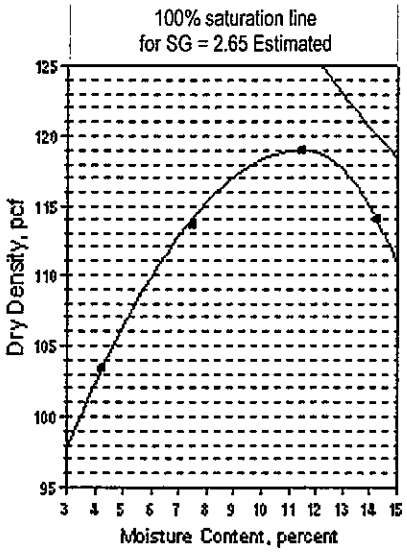
Compaction Method: ASTM D-698
Material Description: Salvage Caliche

Specific Gravity: 2.65

Liquid Limit: 33
Plastic Limit: 20
Plasticity Index: 13
% Passing No. 200: 0.0
Group Symbol: CL

Specimen No.:	1	2	3	4
Moisture, %:	4.2	7.5	11.5	14.2
Dry Density (pcf):	103.2	113.6	119.0	114.2

Maximum Dry Density in P.C.F.: 119.0
Optimum Moisture (%): 11.5



Remarks: -200 NOT PERFORMED
Test Method: ASTM D-698 Method-A

Orig: Hidalgo County Pct. #3 (CAP) (Mission, TX)
(1-cc copy)
1-cc Hinojosa Engineering
1-cc JM Construction
1-cc Laboratory

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900 S. Stewart Rd. Ste. 6 Mission, TX 78572 (956) 583-7117

FIELD DENSITIES
TEST REPORT

Project Description: North Country Estate Ph.II-Earth Rd.
Client: Hidalgo County Pct. #3 (CAP)
Engineer: Hinojosa Engineering
Contractor: JM Construction

L&G Project Number: L37815
L&G Report Number: R002
Sample Date: 12/16/2008
Date Reported: 12/16/2008

Client PO: 612852

Material Description Roadway Salvage Caliche
Required % Proctor 98 **Moisture Tolerance** 11.5

Proctor No	Optimum % Moisture	Opt. Density, LB/CF
L37815-1	11.5	119.0

Test No.	Test Location	Proctor No	Moisture Content	Dry Density	Percent Compaction	Depth (inch)
1	Earth Rd. 215ft E of Moorfield Intersection 2ft S of C.L.	**L37815-1**	**11.2%**	**120.5 pcf**	**101.3% (Pass)**	**6"**

Remarks: Test results are in general compliance with the project specifications except as noted.
Test Methods: ASTM D2922, D3017

Orig: Hidalgo County Pct. #3 (CAP) (Mission, TX)
(1-cc copy)
1-cc Hinojosa Engineering
1-cc JM Construction Attn: Jaime Vega
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FIELD DENSITIES TEST REPORT

Project Description: North Country Estate Ph.II-Earth Rd.
Client: Hidalgo County Pct. #3 (CAP)
Engineer: Hinojosa Engineering
Contractor: JM Construction

L&G Project Number: L37815
L&G Report Number: R004
Sample Date: 01/12/2009
Date Reported: 01/12/2009

Client PO: 608483

Material Description Roadway Caliche
Required % Proctor 98 **Moisture Tolerance** 10.9

Proctor No	Optimum % Moisture	Opt. Density, LB/CF
Caliche	10.9	112.2

Test No.	Test Location	Proctor No	Moisture Content	Dry Density	Percent Compaction	Depth (inch)
1	Earth Lane 120ft E of Moorefield Intersection on C.L.	**Caliche**	**12.4%**	**113.0 pcf**	**100.7% (Pass)**	**8"**

Remarks: Test results are in general compliance with the project specifications except as noted.
Test Methods: ASTM D2922, D3017

Orig: Hidalgo County Pct. #3 (CAP) (Mission, TX)
(1-cc copy)
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1-cc JM Construction Attn: Jaime Vega
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JAVIER HINOJOSA ENGINEERING/Consulting Engineers

February 11, 2009

Commissioner Joe M. Flores
Hidalgo County Precinct 3
724 N. Breyfogle
Mission, Texas 78572

Re: Colonia Access Program Contract No. C-CAP-08-027-11-04-LRM
Basham Subdivision No. 16 and North Country Estates No. 2

Dear Commissioner Flores,

Attached please find Payment Request No. 1 and Final for the referenced project as submitted by J.M. Construction. This invoice is for work performed through January 22, 2009. The work involved with this invoice consists of completion of all paving improvements for the North Country Estates Subdivision No. 2 and County Road A within Basham Subdivision No. 16. A 10% retainage is being held within this invoice. We recommend payment of this invoice in the amount of $135,384.30. If you have any questions or require further information, please feel free to contact me at your convenience.

Sincerely,

JAVIER HINOJOSA ENGINEERING

Javier Hinojosa, P.E.

cc: Mr. Agapito Vargas, Director, Colonia Access Program

416 E. Dove Avenue

McAllen, Texas 78504

Tel: (956) 668-1588

Fax: (956) 994-8102

javhin@rgv.rr.com

Border Colonia Access Program
Checklist for Documents Required for Road Construction

Contractor: Juan Mendoza / J.M. Const.
Contract Amount: $164,397.00
Project/Precinct: Basham Subd. #16 / N. County Sol. - Pct 3
Owner's Contract No.: CAP-08-027-11-04

Item	Required Documents	Submitted & Reviewed	Approved	Comments:
	INITIATION OF PROJECT:			
1	Approval to Bid (Purchasing)			
2	Contract - Signed and Excuted			
3	Gen. Liability Insurance - (Expiration Date)			
4	Automobile Liab. Insurance - (Expiration Date)			
5	Worker's Comp. & Empl. Liab. (Expiration Date)			
6	Notice to Proceed			
7	Material Sample & Testing Table Sent to Auditor's Office			
	[redacted]			
8	Application and Cerification of Payment (A)	✓	✓	
9	Schedule of Values a/k/a 1257/1258	✓	✓	
10	Estimate Quantity Update Worksheet	✓	✓	
11	List of Suppliers and Sub-contractors	✓	✓	
12	Partial Waiver of Liens (Sub-contractors/suppliers)	✓	✓	
13	TxDot Form 252 Contract Time Statement	✓	✓	
14	Payroll Report w/signed Wage Form	✓	✓	
15	Change Order (Requires TxDot Concurrence			
	[redacted]			
16	Punch List			
17	Certificate of Construction Completion			
18	Approval by Commissoner's Court			
19	Contractor's Affidavit of Release (Waiver) of Liens (with power of attorney)(B)			
20	Affidavit of Payment of Debts & Claims-lien bond & Indemnity bonds(w/power of attorney)(B)			
21	Consent of Surety to Final Payment(with power of attorney)(B)			
22	Final Blue Prints			

AI-13980 **21.I.2.**

APPLICATION FOR PAYMENT NO 1(FINAL) PCT 3 BARNEY GROVES CC REGULAR

Date:	02/24/2009
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	Purchasing Department Purchasing only: CAP Pct.3

Information

CAPTION

Presentation for consideration, discussion acceptance and approval of Application for Payment No. 1(final) in the amount of $60,977.79 from Sascon, Inc. contracted vendor for Barney Groves Subdivision submitted by project Engineer Hinojosa Engineering, Inc. C-CAP-08-011-07-11

BACKGROUND

Fiscal Impact

FISCAL YEAR: 9 ACCT. #: 9-1311-431-00-123-072-0-XXX

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

BUDGETARY IMPACT:

PO# 610646 has $67,753.10 available as of 2/12/09.

FISCAL YEAR: 9 ACCT. #: 9-1203-431-00-123-005-0-734

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

BUDGETARY IMPACT:

PO# 610646 has $67,753.10 available as of 2/12/09.

Attachments

Link: Barney Groves Subdivision

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/12/2009 01:54 PM	APRV
2	Budget & Management	Veronica Lopez	02/12/2009 04:04 PM	APRV
3	Dale Kennan	Dale Kennan	02/12/2009 05:08 PM	APRV
4	Auditor's Office		02/20/2009 05:33 PM	NEW

Form Started By: Marcie Jackson Started On: 02/11/2009 05:03 PM

Final Approval Date: 02/20/2009

APPLICATION FOR PAYMENT NO. 1 and FINAL

To: Hidalgo County (OWNER)
From: Sascon, Inc. (CONTRACTOR)
Contract:
Project: Barney Groves Subdivision
OWNER's Contract No. CAP-011-08-07-11 ENGINEER's Project No. 06-355
For Work accomplished through the date of: 1/13/2009 .

1.	Original Contract Price:			$ 67,753.10
2.	Net change by Change Orders and Written Agreements (+ or -):			$ -
3.	Current Contract Price (1 plus 2):			$ 67,753.10
4.	Total completed and stored to date:			$ 67,753.10
5.	Retainage (per Agreement):			
	10% of completed Work:	$ 6,775.31		
	0% of stored material:	$ -		
	Total Retainage:			$ 6,775.31
6.	Total completed and stored to date less retainage (4 minus 5):			$ 60,977.79
7.	Less previous Application for Payments:			$ -
8.	**AMOUNT DUE THIS APPLICATION (6 MINUS 7):**			**$ 60,977.79**

Accompanying Documentation:

CONTRACTOR'S Certification:
The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 2 inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated 2-3-09 SASCON INC
CONTRACTOR
By:

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 4th day of February, 2009

Mayela G Duque
Notary Public
My Commission expires: November 21, 2009

NOTARY PUBLIC STATE OF TEXAS
Mayela G Duque
My Commission Expires
11/21/2009

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 2-04-09 HINOJOSA ENGINEERING INC
ENGINEER
By:

INVOICE RECEIVED BY:
_____ ON _____
GOODS/SERVICES RECEIVED BY:
_____ ON _____

Estimate Quantity Update Worksheet
Barney Groves Subdivision
Colonia Access Program Project - Precinct No.3
CAP-08-011-07-11
Contractor: Sascon, Inc.

						RFP 1 and FINAL		
Item No.	Description	Quantity	Unit	Unit Price	Project Amount	Quantity	Unit Price	Total
Roadway								
100	Preparing ROW	6.49	STA	$ 500.00	$3,245.00	6.49	$ 500.00	$3,245.00
110	Backfill	6.49	STA	$ 400.00	$2,596.00	6.49	$ 400.00	$2,596.00
247	Flex Base	449	CY	$ 26.00	$11,664.90	449	$ 26.00	$11,664.90
251	Reworking Base Material (DC)(TY D CL2)	449	CY	$ 9.00	$4,037.85	449	$ 9.00	$4,037.85
260	Lime Treated Subgrade	1,817	SY	$ 2.80	$5,086.20	1,817	$ 2.80	$5,086.20
260	Lime (Ty A or B)	9.61	TON	$ 200.00	$1,922.00	9.61	$ 200.00	$1,922.00
310	Prime Coat (MC-30)	346	GAL	$ 5.00	$1,730.65	346	$ 5.00	$1,730.65
340	Asphalt Concrete Pavment Type "D"	1,677.00	SY	$ 9.50	$15,931.50	1,677.00	$ 9.50	$15,931.50
502	Barricades, Signs & Traffic Handling	1.50	MO	$ 1,800.00	$2,700.00	1.50	$ 1,800.00	$2,700.00
506	Construction Exits (TY 2) (Install)	208.0	SY	$ 5.00	$1,040.00	208.0	$ 5.00	$1,040.00
506	Construction Exits (TY 2) (Remove)	208.0	SY	$ 3.00	$624.00	208.0	$ 3.00	$624.00
530	Turnouts (Asph-Conc-Pav)	73.0	SY	$ 21.00	$1,533.00	73.0	$ 21.00	$1,533.00
5249	Temp Sediment Control Fence	208	LF	$ 5.00	$1,040.00	208	$ 5.00	$1,040.00
5249	Temp Sediment Control Fence (Remove)	208	LF	$ 2.00	$416.00	208	$ 2.00	$416.00
Drainage								
464	RCP (CL III) (18")	84	LF	$ 30.00	$2,520.00	84	$ 30.00	$2,520.00
464	RCP (CL III) (15")	185	LF	$ 27.00	$4,995.00	-	$ 27.00	$0.00
467	Safety End Treatment	2	EA	$ 700.00	$1,400.00	2	$ 700.00	$1,400.00
530	Driveways (Ty PRB-1) (ACP) (1")	143	SY	$ 21.00	$3,003.00	143	$ 21.00	$3,003.00
530	Driveways (Ty PRB-1) (Concrete)	54	SY	$ 42.00	$2,268.00	54	$ 42.00	$2,268.00
	Inverted Driveways	-	LS	$ 4,995.00	$0.00	1	$ 4,995.00	$4,995.00
				TOTAL	$67,753.10		Total:	$67,753.10
							Roadway:	$53,567.10
							Drainage:	$14,186.00

Prepared and Checked by:

Signature: _____
Printed Name: Ricardo Hinojosa, P.E.

Engineer: Hinojosa Engineering, Inc.
Contractor: Sascon, Inc.
Retainage Percent: 10%
Starting Date:

Summary										
Contract No.	Description	Original Schedule Value	Revised Schedule Value	Application No.1& FINAL	Total to Date	Balance to Finish	Retainage	Net	Payments to Date	Payment Due
CAP-08-011-07-11	Barbey Groves Subdivision	$67,753.10	$67,753.10	$67,753.10	$67,753.10	$0.00	$6,775.31	$60,977.79	$0.00	$60,977.79
	TOTALS:				**$67,753.10**	**$0.00**	**$6,775.31**	**$60,977.79**	**$0.00**	**$60,977.79**

FINAL WAIVER OF LEIN

THE STATE OF TEXAS

COUNTY OF Hidalgo

The undersigned contracted with County of Hidalgo to furnish construction in connection with certain improvements to real property located in Hidalgo County, Texas, and owned by Hidalgo County Which improvements are described as follows:

Construction of a new subdivision

In consideration of Pay Estimate No 1&Final In the amount of Sixty seven thousand Seven Hundred Fifty three& ten DOLLAR($ 67753.10)and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanic's lien or materialmen's lien or claims of lien that the undersigned has or hereafter has on the above mentioned real property on account of any labor performed or materials furnished or to be furnished or labor performed and materials furnished by the undersigned pursuant to the above-mentioned contract or any constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bids for labor performed and/or materials furnished in the erection and construction of such improvements on the Property have been fully paid and satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for material or labor against said Property arising out of any bills for material or labor in connection with the erection or construction of said improvements thereon, Undersigned will obtain a settlement of such lien or liens and a proper release thereof shall be obtained.

SASCON, INC.
CONTRACTOR

BY: Carol Skloss VP/Sec
TITLE

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 13th day of Jan, 20 09 to certify which witness my hand and seal of office.

Oralia Ramos
NOTARY PUBLIC in and for the State of Texas

My Commission Expires: 06/14/2011

ORALIA RAMOS
Notary Public, State of Texas
My Commission Expires 06-14-2011

APPLICATION FOR PAYMENT NO.

To: HIDALGO COUNTY (OWNER)
From: SASCON, INC. (CONTRACTOR)
Contract:
Project: Barney Groves
Owner's Contract No. _____ Engineer's Project No. _____
For Work accomplished through the date of: 1-13-09

1. Original Contract Price:	67753.10
2. Net change by Change Order and Written Agreements(+or-):	
3. Current Contract Price (1 plus 2):	67753.10
4. Total completed and stored to date:	67753.10
5. Retainage (per Agreement):	
10% of completed Work:	
_____ of stored material	
Total Retainage:	6775.31
6. Total completed and stored to date less retainage (4 minus 5)	60977.79
7. Less previous Application for Payments:	.00
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)	60977.79

Accompanying Documentation:

CONTRACTOR'S Certification:
The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 2 inclusive: (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payments is in accordance with the Contract Documents and not defective.

Date 1-13-09

SASCON Inc
CONTRACTOR
By: Carol Shelton

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 13th day of Jan. 2009

Oralia Ramos
Notary Public
My Commission expires: 06/14/2011

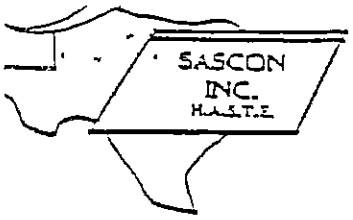
ORALIA RAMOS
Notary Public, State of Texas
My Commission Expires 06-14-2011

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date 2-04-09

HINOJOSA ENGINEERING INC
ENGINEER
By: [signature]

8



Hidalgo

SASCON INC.
5200 N. 26th Lane
McAllen, Texas 78504
Phone: (956) 682-5454
Fax: (956) 682-2542

- PAVING
- TRUCKING
- EQUIPMENT
- EXCAVATION
- UTILITIES

PAYMENT
REQUEST
1st & Final

DATE: 1-13-09
JOB#:

PROJECT NAME: Barney Groves
LOCATION:

#	DESCRIPTION	UNIT	EST. QUANTITY	UNIT COST	WORK COMP	AMOUNT DUE
1.	Repare R.O.W.	STA	6.49	500.00	6.49	3245.00
2.	Backfill	STA	6.49	400.00	6.49	2596.00
3.	Base	CY	448.65	26.00	448.65	11664.90
4.	Rework base	CY	448.65	9,00	448.65	4037.85
5.	Lime	SY	1816.50	2.80	1816.5	5086.20
6.	Lime	TONS	9.61	200.00	9.61	1922.00
7.	MC30	GAL	346.13	5.00	346.13	1730.65
8.	HMAC	SY	1677	9.50	1677	15931.50
9.	Barricades etc	MO	1.5	1800.00	1.5	2700.00
0.	Construction exits Install	SY	208	5.00	208	1040.00
1.	Construction exits remove	SY	208	3.00	208	624.00
2.	Turnouts HMAC	SY	73	21.00	73	1533.00
3.	Temp. Sediment control install	LF	208	5.00	208	1040.00
4.	Temp Sediment control removed	LF	208	2.00	208	624.00
5.	Driveway HMAC	SY	143	21.00	143	3003.00
6.	Driveway Concrete	SY	54	42.00	54	2268.00
7.	RCP 18"	LF	84	30.00	84	2520.00
8.	RCP 15"	LF	185	27.00	0	.00
9.	Safety end	EA	2	700.00	2	1400.00
10.	Concrete inverted HMAC driveway	LS	1	4995.00	1	4995.00

GINAL CONTRACT AMOUNT	$ 67753.10	
ROVED CHANGE ORDER	$	67753.10
W CONTRACT AMOUNT	$	
AL WORK COMPL. TO DATE	$	
S RETAINAGE	$	
S PREVIOUS PAYMENT	$	
AL AMOUNT DUE THIS PAYMENT	$	

SASCON INC.

5200 N. 26TH Lane
McAllen, Texas 78504

Phone: (956) 682-3454
Fax: (956) 682-2542

- Paving
- Excavation
- Trucking
- Equipment

January 15, 2009

Hidalgo Precinct 3
Mission, Texas 78572

Re: Barney Groves Subdivision

Per your request, the vendor for material for this project is Valley Caliche Products, (956) 581-7251.

Thank You,

H. A. Skloss
President

Form 252 (Rev. 12/82)
Page 1 of 1
(GSD-EPC Word 97)

Contract Time Statement

ESTIMATE NO. 1st + Final CONTRACTOR SASCON Inc

PROJECT NO. Barney Groves COUNTY Hidalgo DATE WORK BEGAN DEC 15, 2008

TIME COMPUTED FROM _____ DATE WORK COMPLETED _____

MONTH DEC	DATE OR DAYS	WORKING DAYS CHARGED	DAYS CREDITED AND REASONS THEREFORE
15		1	
16	⊗	⊗	
17	⊗	⊗	
18	–	1	
19		1	
20		1	
21	⊗	⊗	
22	–	1	
23	–	1	
24	–	1/2	
25	–	⊗	
26	–	⊗	
27	–	⊗	
28	–	⊗	
29	–	1	
30	–	1	
31	–	1/2	
TOTALS		0	0

NO. OF CONTRACT WORKING DAYS _____ NO. WORKING DAYS CHARGED TO DATE 0

ASSESSED LIQUIDATED DAMAGES: NO. _____ PER DAY $ _____ TOTAL $ 0.00

CERTIFIED AS CORRECT (ONE COPY HAS BEEN GIVEN TO THE

RESIDENT ENGINEER

INSTRUCTIONS: PROJECT IDENTIFICATION SHOULD COVER CONTRACT. TIME CREDITED AND REASONS THEREFORE MUST CONFORM TO PROVISIONS OF CONTRACT. NO HOLIDAY CREDIT ALLOWED FOR DAYS PRECEDING OR FOLLOWING LEGAL HOLIDAYS. TIME SUSPENDED AND RESUMED MUST BE SUPPORTED BY COPY EACH OF LETTERS TO CONTRACTOR DATED ON OR BEFORE EFFECTIVE DATES. TIME EXTENSION MUST BE INDICATED AND REFERENCED TO RELATED PROVISION OF CONTRACT. SEE BOOKLET OF INSTRUCTIONS, CONSTRUCTION ESTIMATES DATED SEPTEMBER 1, 1956

Form 252 (Rev. 12/82)
Page 1 of 1
(GSD-EPC Word 97)

Contract Time Statement

ESTIMATE NO. 1st + Final CONTRACTOR SAGOON Inc

PROJECT NO. Bakery Grove COUNTY Hidalgo DATE WORK BEGAN DEC 15. 2008

TIME COMPUTED FROM _____ DATE WORK COMPLETED Jan 6 -2009

MONTH Jan	DATE OR DAYS	WORKING DAYS CHARGED	DAYS CREDITED AND REASONS THEREFORE
1		⊘	
2		⊘	
3		⊘	
4		⊘	
5		1	
6		1	
TOTALS		0	0

NO. OF CONTRACT WORKING DAYS _____ NO. WORKING DAYS CHARGED TO DATE 0

ASSESSED LIQUIDATED DAMAGES: NO. _____ PER DAY $ _____ TOTAL $ 0.00

CERTIFIED AS CORRECT (ONE COPY HAS BEEN GIVEN TO THE

RESIDENT ENGINEER

INSTRUCTIONS: PROJECT IDENTIFICATION SHOULD COVER CONTRACT. TIME CREDITED AND REASONS THEREFORE MUST CONFORM TO PROVISIONS OF CONTRACT. NO HOLIDAY CREDIT ALLOWED FOR DAYS PRECEDING OR FOLLOWING LEGAL HOLIDAYS. TIME SUSPENDED AND RESUMED MUST BE SUPPORTED BY COPY EACH OF LETTERS TO CONTRACTOR DATED ON OR BEFORE EFFECTIVE DATES. TIME EXTENSION MUST BE INDICATED AND REFERENCED TO RELATED PROVISION OF CONTRACT. SEE BOOKLET OF INSTRUCTIONS, CONSTRUCTION ESTIMATES DATED SEPTEMBER 1, 1956

Estimate Quantity Update Worksheet
Barney Groves Subdivision
Colonia Access Program Project - Precinct No.3
CAP-08-011-07-11
Contractor: Sascon, Inc.

		ORIGINAL BID				CHANGE ORDER NO.1			
Item No.	Description	Quantity	Unit	Unit Price	Project Amount	Quantity	Unit Price	Total	(-)decrease
Roadway									
100	Preparing ROW	6.49	STA	$ 500.00	$3,245.00	6.49	$ 500.00	$3,245.00	$0.00
110	Backfill	6.49	STA	$ 400.00	$2,596.00	6.49	$ 400.00	$2,596.00	$0.00
247	Flex Base	449	CY	$ 26.00	$11,664.90	449	$ 26.00	$11,664.90	$0.00
251	Reworking Base Material (DC)(TY D CL2)	449	CY	$ 9.00	$4,037.85	449	$ 9.00	$4,037.85	$0.00
260	Lime Treated Subgrade	1,817	SY	$ 2.80	$5,086.20	1,817	$ 2.80	$5,086.20	$0.00
260	Lime (Ty A or B)	9.61	TON	$ 200.00	$1,922.00	9.61	$ 200.00	$1,922.00	$0.00
310	Prime Coat (MC-30)	346	GAL	$ 5.00	$1,730.65	346	$ 5.00	$1,730.65	$0.00
340	Asphalt Concrete Pavment Type "D"	1,677.00	SY	$ 9.50	$15,931.50	1,677.00	$ 9.50	$15,931.50	$0.00
502	Barricades, Signs & Traffic Handling	1.50	MO	$ 1,800.00	$2,700.00	1.50	$ 1,800.00	$2,700.00	$0.00
506	Construction Exits (TY 2) (Install)	208.0	SY	$ 5.00	$1,040.00	208.0	$ 5.00	$1,040.00	$0.00
506	Construction Exits (TY 2) (Remove)	208.0	SY	$ 3.00	$624.00	208.0	$ 3.00	$624.00	$0.00
530	Turnouts (Asph-Conc-Pav)	73.0	SY	$ 21.00	$1,533.00	73.0	$ 21.00	$1,533.00	$0.00
5249	Temp Sediment Control Fence	208	LF	$ 5.00	$1,040.00	208	$ 5.00	$1,040.00	$0.00
5249	Temp Sediment Control Fence (Remove)	208	LF	$ 2.00	$416.00	208	$ 2.00	$416.00	$0.00
Drainage									
464	RCP (CL III) (18")	84	LF	$ 30.00	$2,520.00	84	$ 30.00	$2,520.00	$0.00
464	RCP (CL III) (15")	185	LF	$ 27.00	$4,995.00	-	$ 27.00	$0.00	-$4,995.00
467	Safety End Treatment	2	EA	$ 700.00	$1,400.00	2	$ 700.00	$1,400.00	$0.00
530	Driveways (Ty PRB-1) (ACP) (1")	143	SY	$ 21.00	$3,003.00	143	$ 21.00	$3,003.00	$0.00
530	Driveways (Ty PRB-1) (Concrete)	54	SY	$ 42.00	$2,268.00	54	$ 42.00	$2,268.00	$0.00
	Inverted Driveways	-	LS	$ 4,995.00	$0.00	1	$ 4,995.00	$4,995.00	$4,995.00
				TOTAL	$67,753.10		Totals:	$67,753.10	$0.00

Prepared and Checked by: Signature: _____
Printed Name: Ricardo Hinojosa, P.E.

Barney Groves
Colonia Testing Requirements

					Barney Groves		
					Street A Road		
MATERIAL	TEST	DESCRIPTION	REQUIRED	REMARKS	CSJ#2C108072		
FLEX. BASE	Tex-101-E	Prep. Soils and Flex. Base	YES				
	Tex-103-E	Moisture Content	Optional				
	Tex-104-E	Determining Liquid Limit of Soils	YES				
	Tex-105-E	Determining Plastic Limit of Soils	NO				
	Tex-106-E	Calculating Plasticity Index	YES				
	Tex-110-E	Particle Size Analysis	YES				
	Tex-113-E	Moisture Density Relation of Base Materials (including lime)	YES				
	Tex-116-E	Wet Ball Mil Method	YES				
	Tex-117-E	Triaxial Compression for Base Material (includes lime)	YES				
	Tex-115-E	In-Place Density	YES				
		Thickness	YES				
LIME	Tex-600-J	Lime Testing Procedure	YES	Required for all flexible bases (Caliche)			
HOT MIX	Tex-207-F	Determining Density of Compacted Bituminous Mixtures	YES				
	Tex-208-F	Test for Stabilometer Value of Bituminous Mixtures	Optional				
	Tex-210-F	Deter. Asph. Content of Bituminous Mixtures by Extraction	YES				
	Tex-229-F	Combined HMAC Cold Belt Sampling and Testing Procedures	YES				
	Tex-236-F	Deter. Asph. Content from Asph. Paving Struct. By Ignition Method	Optional				
	Tex-212-E	Determining Moisture Content of Bitumious Mixtures	NO				
	Tex-213-E	Determining Hydrocarbon - Bolatile Content of Bituminous Mixtures	NO				
EMBANKMENTS	Tex-114-E	Laboratory Compaction Charact. & Moist. - Density Relat. Of					
		Subgrade & Embankments Soils	NO				
	Tex-115-E	In-Place Density	NO				
	Texas SDHPT Bulletin C-14		NO				
	ASTM-D-2950.76		NO				
	AASHTO-T-166		NO				

1) Testing for this procedure has been performed and passed.

Prepared and Checked By:

Signature: _____

Printed Name: Ricardo Hinojosa, P.E.

Date: 2-4-09

Schedule of Material Sampling and Testing Requirements

MATERIAL OR PRODUCT		TEST FOR	TEST NUMBER	PROJECT TESTS: LOCATION OR TIME OF SAMPLING	PROJECT TESTS: FREQUENCY OF SAMPLING	REMARKS
TREATED SUBGRADE AND BASE COURSES	Base Material	Liquid Limit (A)	Tex-104-E	During stockpiling operations, from completed stockpile, or windrow (B)	Each 5,000 cu.yd.	
		Plasticity Index (A)	Tex-106-E	During stockpiling operations, from completed stockpile, or windrow (B)	Each 5,000 cu.yd.	
		Linear Shrinkage	Tex-107-E	During stockpiling operations, from completed stockpile, or windrow (B)		This test is only required when the liquid limit is not attainable, when performed in accordance with Tex-104-E.
		Gradation (A)	Tex-110-E	During stockpiling operations, from completed stockpile, or windrow (B)	Each 5,000 cu.yd.	
		Moisture/Density	Tex-113-E	During stockpiling operations, from completed stockpile, or windrow (B)	Each 20,000 cu.yd.	
		Triaxial (A)	Tex-117-E	During stockpiling operations, from completed stockpile, or windrow (B)	Each 20,000 cu.yd.	As required by the plans. When base material is from a source where the district has a record of satisfactory triaxial results, the frequency of testing may be reduced to one per 30,000 CY. If any one test falls below the minimum value required, the frequency of testing will return to the original frequency of 20,000 CY
	Lime	Compliance with DMS-4600		During delivery to project	Hydrated Lime: 1 PER Project. Commercial Lime Slurry: each 200 tons of lime or fraction thereof. Quick Lime: 1 Per Project.	Hydrated lime and quicklime sources not on the TxDOT Lime Quality Monitoring Program, described in DMS-6330, must be sampled for each 200 and 150 tons respectively.
	Complete Mixture	Pulverization Gradation	Tex-101-E	Roadway, after pulverization and mixing	As necessary for control	At the beginning of project, one test must be made for each 4,500 CY or 6,000 tons until Engineer is satisfied that acceptable pulverization results are obtained.
		Moisture Content	Tex-103-E	As designated by Engineer	Each 30,000 cu.yd.	Determine the appropriate moisture/density curve for each different material or notable change in material.
		In-place Density (A)	Tex-115-E	As designated by Engineer	Each 3,000 cu.yd. or 3000 lin.ft., min. one per lift	Determine appropriate moisture/density curve for each different material or notable change in material. Correct the moisture contents measured by nuclear density gauge with the moisture contents determined in accordance with Tex-103-E for each different material or notable change in material and adjust the density accordingly. Stabilizers and materials such as RAP, gypsum and iron ore tend to bias the counts for nuclear density gauges.
		Thickness (A)	Tex-140-E	As designated by Engineer	Each 3,000 cu.yd.	Not required where survey grade control documents are used for compliance
COARSE AGGREGATE		L.A. Abrasion	Tex-410-A	Stockpile	1 per project, per source	Sampling and testing are not required when the published value of the source, as listed in the current Material Producer list for BRSQC, meets the project specifications.
		Magnesium Sulfate Soundness	Tex-411-A	Stockpile	1 per project, per source	Sampling and testing are not required when the published value of the source, as listed in the current Material Producer list for BRSQC, meets the project specifications.
		Gradation	Tex-200-F	Stockpile	1 per project, per source	To determine that no more than 20% passes a #8 sieve. Performed at the discretion of the Engineer.
		MicroDeval	Tex-461-A	Stockpile	Approximately one every 5,000 tons of production	Testing frequency may be reduced or eliminated based on satisfactory history.
		Flat and Elongated Particles	Tex-280-F	Stockpile	1 per project, per source	Performed at the discretion of the Engineer.
		Coarse Aggregate Angularity	Tex-460-A	Stockpile	1 per project, per source	Performed at the discretion of the Engineer.
		Deleterious Material and Decant	Tex-217-F	Stockpile	1 per project, per source	Performed at the discretion of the Engineer.
RAP		Decant	Tex-217-F	Stockpile	1 per project, per source	
		Plasticity Index	Tex-106-E	Stockpile	1 per project, per source	Only required when the decant exceeds 5%.

FINE AGGREGATE	Bar Linear Shrinkage	Tex-107-E	Stockpile	1 per project, per source	Performed at the discretion of the Engineer.
	Organic Impurities	Tex-408-A	Stockpile	1 per project, per source	Performed at the discretion of the Engineer.
	Gradation	Tex-200-F	Stockpile	1 per project, per source	Performed at the discretion of the Engineer. Used to determine if the material meets gradation requirements of fine aggregates.
MINERAL FILLER	Bar Linear Shrinkage	Tex-107-E	Bin or Silo	1 per project, per source	Performed at the discretion of the Engineer.
	Gradation	Tex-200-F	Bin or Silo	1 per project, per source	Performed at the discretion of the Engineer.
COMBINED AGGREGATE	Sand Equivalent	Tex-203-F	Stockpiles, hot bins or feeder belts	1 per project, per source	Performed at the discretion of the Engineer.
ASPHALT BINDER	Compliance with Item 300 Binder & Tack Coat		Sampled, tested and preapproved by CSTM&P. Take project samples when designated by the Engineer. Plant for Binder& Road for Tack Coat	1 for each binder and tack coat per project, per grade, per source	Some asphalt at plant. Sample tack coat at the distributor on the roadway. Binder should arrive on the project pre-approved. If not pre approved, sample binder before use.
COMPLETE MIXTURE	Asphalt Content (%)	Tex-236-F	Truck Sample	Minimum of 1 per day	Determine correlation factors for ignition oven use at a minimum of one per project
	Voids in Mineral Aggregates (VMA)	Tex-207-F	Truck Sample Plant Produced	1 per day	
	Gradation	Tex-236-F	Truck Sample	Minimum of 1 per day	Determine correlation factors for ignition oven use at a minimum of one per project
	Boil Test	Tex-530-C	Truck Sample	1 per project	Unless waived by the Engineer.
	Indirect Tensile-Dry	Tex-226-F		1 per project, per design	Unless waived by the Engineer.
	Lab Molded Density	Tex-207-F	Truck Sample	1 per day	
	Hamburg Wheel Tracker	Tex-242-F	Truck Sample	1 per project	Sample during production
ROADWAY	Tack Coat Adhesion	Tex-247-F	Roadway	1 per project	Performed at the discretion of the Engineer.
	Air Voids	Tex-207-F	Selected by Engineer	1 per day (2 cores)	When required.
	Ride Quality Type A Type B	Tex 1001-S	Travel Lanes	As per specification	Engineer may verify Contactor's results.

L&G Engineering Laboratory
Construction Material Testing
Geotechnical Engineering

2100 W. Expressway 83 Mercedes, TX 78570 (956) 565-0760
900 S. Stewart Rd. Ste. 6 Mission, TX 78572 (956) 583-7117

PROCTOR
TEST REPORT

Project Description: Barney Groves Subdivision
Client: Hidalgo County Pct. #3 (CAP)
Engineer: Hinojosa Engineering
Contractor: Sascon Construction

L&G Project Number: L37816
L&G Report Number: R001
Sample Date: 12/15/2008
Date Reported: 12/17/2008

Field Number: Roadway

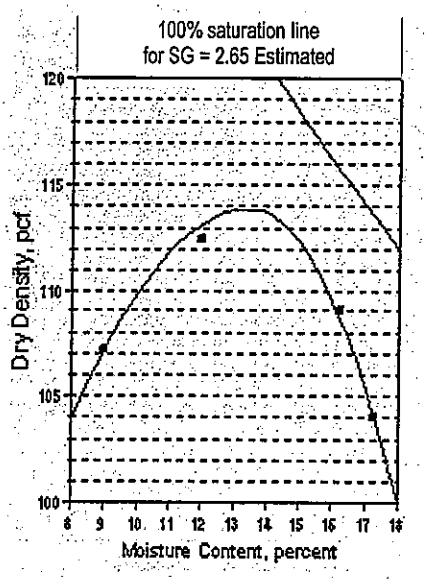
Compaction Method: ASTM D-698
Material Description: Caliche (Base Material)

Specific Gravity: 2.65

Liquid Limit: 29
Plastic Limit: 19
Plasticity Index: 10
% Passing No. 200: 0.0
Group Symbol: CL

Specimen No.:	1	2	3	4
Moisture, %:	8.9	11.9	16.2	17.3
Dry Density (pcf):	106.9	112.4	109.1	103.8

Maximum Dry Density in P.C.F.: 113.8
Optimum Moisture (%): 13.5



Remarks: Minus 200 not performed
Test Method: ASTM D-698

Orig: Hidalgo County Pct. #3 (CAP) (Mission, TX)
(1-cc copy)
1-cc Hinojosa Engineering
1-cc Sascon Construction
1-cc Laboratory

Respectfully Submitted,
L&G Engineering Laboratory

Ricardo A. Gil, Lab Manager

THIS REPORT APPLIES ONLY TO THE STANDARDS OR PROCEDURES INDICATED AND TO THE SAMPLE(S) TESTED AND/OR OBSERVED AND ARE NOT NECESSARILY INDICATIVE OF THE QUALITIES OF APPARENTLY IDENTICAL OR SIMILAR PRODUCTS OR PROCEDURES, NOR DO THEY REPRESENT AN ONGOING QUALITY ASSURANCE PROGRAM UNLESS SO NOTED. THESE REPORTS ARE FOR THE EXCLUSIVE USE OF THE ADDRESSED CLIENT AND ARE NOT TO BE REPRODUCED WITHOUT WRITTEN PERMISSION.
REPORT CREATED BY ElmTree SYSTEM

L&G Engineering Laboratory
Construction Material Testing
Geotechnical Engineering

2100 W. Expressway 83 Mercedes, TX 78570 (956) 565-0760
900 S. Stewart Rd. Ste. 6 Mission, TX 78572 (956) 583-7117

FIELD DENSITIES
TEST REPORT

Project Description: Barney Groves Subdivision
Client: Hidalgo County Pct. #3 (CAP)
Engineer: Hinojosa Engineering
Contractor: Sascon Construction

L&G Project Number: L37816
L&G Report Number: R002
Sample Date: 12/18/2008
Date Reported: 12/18/2008

Material Description Subgrade Salvage
Required % Proctor 95 **Moisture Tolerance** -2 + 3

Proctor No	Optimum % Moisture	Opt. Density, LB/CF
L37816-1	13.5	113.8

Test No.	Test Location	Proctor No	Moisture Content	Dry Density	Percent Compaction	Inches
1	Barney St. Sta. 1 + 00 on Center	L37816-1	14.2%	116.6 pcf	102.5% (Pass)	6"
2	Barney St. Sta. 3 + 50 10' N. of Center	L37816-1	13.9%	115.9 pcf	101.8% (Pass)	6"

Remarks: Test results are in general compliance with the project specifications except as noted.
Test Methods: ASTM D2922, D3017

Orig: Hidalgo County Pct. #3 (CAP) (Mission, TX)
(1-cc copy)
1-cc Hinojosa Engineering
1-cc Sascon Construction
1-cc Laboratory

Respectfully Submitted,
L&G Engineering Laboratory

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Geotechnical Engineering

2100 W. Expressway 83 Mercedes, TX 78570 (956) 565-0760
900 S. Stewart Rd. Ste. 6 Mission, TX 78572 (956) 583-7117

PROCTOR
TEST REPORT

Project Description: Barney Groves Subdivision
Client: Hidalgo County Pct. #3 (CAP)
Engineer: Hinojosa Engineering
Contractor: Sascon Construction

L&G Project Number: L37816
L&G Report Number: R003
Sample Date: 12/23/2008
Date Reported: 12/23/2008

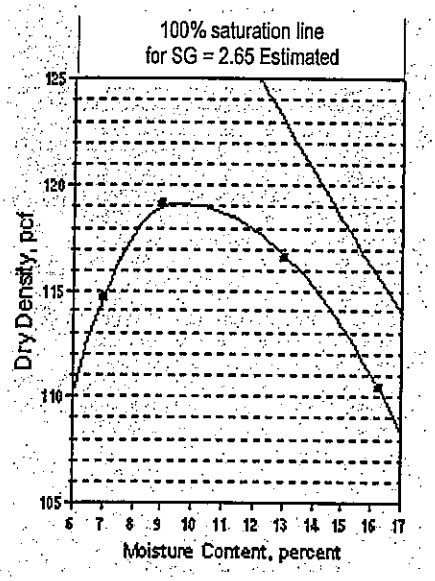
Compaction Method: ASTM D-698
Material Description: Limed Caliche

Specific Gravity: 2.65

Liquid Limit: NP
Plastic Limit: NP
Plasticity Index: NP
% Passing No. 200: 0.0

Specimen No.:	1	2	3	4
Moisture, %:	6.9	9.1	13.0	16.2
Dry Density (pcf):	114.3	119.1	116.5	110.5

Maximum Dry Density in P.C.F.: 119.1
Optimum Moisture (%): 9.4



Remarks: PI - Non Plastic
Test Method: ASTM D-698

Orig: Hidalgo County Pct. #3 (CAP) (Mission, TX)
(1-cc copy)
1-cc Hinojosa Engineering
1-cc Sascon Construction
1-cc Laboratory

Respectfully Submitted,
L&G Engineering Laboratory

Ricardo A. Gil, Lab Manager

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REPORT CREATED BY ElmTree SYSTEM

L&G Engineering Laboratory
Construction Material Testing
Geotechnical Engineering

2100 W. Expressway 83 Mercedes, TX 78570 (956) 565-0760
900 S. Stewart Rd. Ste. 6 Mission, TX 78572 (956) 583-7117

SIEVE ANALYSIS
TEST REPORT

Project Description: Barney Groves Subdivision
Client: Hidalgo County Pct. #3 (CAP)
Engineer: Hinojosa Engineering
Contractor: Sascon Construction

L&G Project Number: L37816
L&G Report Number: R004
Sample Date: 12/23/2008
Date Reported: 12/29/2008

Description: Limed Caliche

Sieve	% Passing	Required
2 in	100	0
1/2 in	75	20-60
No. 4	52	40-75
No. 40	15	75-85

Test Method (As Applicable): Tex Method 401-A

Orig: Hidalgo County Pct. #3 (CAP) (Mission, TX)
(1-cc copy)
1-cc Hinojosa Engineering
1-cc Sascon Construction
1-cc Laboratory

Respectfully Submitted,
L&G Engineering Laboratory

Ricardo A. Gil, Lab Manager

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REPORT CREATED BY ElmTree SYSTEM

L&G Engineering Laboratory
Construction Material Testing
Geotechnical Engineering

2100 W. Expressway 83 Mercedes, TX 78570 (956) 565-0760
900 S. Stewart Rd. Ste. 6 Mission, TX 78572 (956) 583-7117

FIELD DENSITIES TEST REPORT

Project Description: Barney Groves Subdivision
Client: Hidalgo County Pct. #3 (CAP)
Engineer: Hinojosa Engineering
Contractor: Sascon Construction

L&G Project Number: L37816
L&G Report Number: R005
Sample Date: 12/29/2008
Date Reported: 12/29/2008

Material Description Roadway Limed Caliche
Required % Proctor 95 **Moisture Tolerance** 9.4

Proctor No	Optimum % Moisture	Opt. Density, LB/CF
L37816-3	9.4	119.1

Test No.	Test Location	Proctor No	Moisture Content	Dry Density	Percent Compaction	Depth (inch)
1	Street "A" 150ft W of Moorfield Intersection 5ft N of C.L.	L37816-3	10.5%	115.9 pcf	97.3% (Pass)	6"
2	Street "A" 450ft W of Moorfield Intersection 1ft S of C.L.	L37816-3	8.4%	119.5 pcf	100.3% (Pass)	6"

Remarks: Test results are in general compliance with the project specifications except as noted.
Test Methods: ASTM D2922, D3017

Orig: Hidalgo County Pct. #3 (CAP) (Mission, TX)
(1-cc copy)
1-cc Hinojosa Engineering
1-cc Sascon Construction
1-cc Laboratory

Respectfully Submitted,
L&G Engineering Laboratory

Ricardo A. Gil, Lab Manager

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REPORT CREATED BY ElmTree SYSTEM

HINOJOSA ENGINEERING, INC.
STRUCTURAL ENGINEERING • CIVIL ENGINEERING
LAND SURVEYING
108 W. 18TH ST. MISSION, TEXAS 78572

TRANSMITTAL LETTER

PROJECT: BARNEY GROVES SUBDIVISION. **PROJECT #** 06-355

DATE: 2-4-09

TO: PCT. 2

If enclosures are not as noted, please Inform us immediadialy.
If checked below, please,
( ) Acknowledge receipt of enclosure.
( ) Return enclosures to us.

ATTN: AGAPITO VARGAS.

WE TRANSMIT:
(X) HEREWITH ( ) UNDER SEPERATE COVER VIA _____
( ) IN ACCORDANCE WITH YOUR REQUEST _____

FOR YOUR:
(X) APPROVAL ( ) RECORD ( ) INFORMATION
( ) REVIEW & COMMENT ( ) DISTRIBUTION TO PARTIES

THE FOLLOWING:
( ) DRAWINGS ( ) SHOP DRAWING REPRODUCIBLES ( ) SAMPLES
( ) SPECIFICATIONS ( ) SHOP DRAWING PRINTS ( ) PRODUCT LITERATURE
( ) CHANGE ORDER (X) OTHER APPLICATION FOR PAYMENT.

COPIES	DATE	DESCRIPTION
1	2-4-09	ORIGINAL APPLICATION FOR PAYMENT No. 1 & FINAL.

REMARKS:

Received 2/4/09

COPIES TO : FILE

AI-13893 **21.J.1.**

To award - REPAIRS, INSTALLATION AND REMOVAL OF COMMUNICATIONS & RADIO TOWER MISC. EQUIP.

CC REGULAR

Date:	02/24/2009
Submitted By:	Olga Montero, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Sheriff's Office

Information

CAPTION

Presentation for consideration, discussion and applicable action to award to Tri-County Communications, LTD meeting all specifications and requirements with approval of contract for: "Repairs, Installation and Removal of Communications & Radio Tower Miscellaneous Equipment". RFB No. 2008-346-01-07-otm

BACKGROUND

Contract approved by Mr. Antonio Mendoza 02/09/09
Contract from March 1 2009 thru Dec. 31 2009, may be extended

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-421-00-280-001-0-432

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

BUDGETARY IMPACT:

Available balance as of 2-13-09 $83,123.95

Attachments

Link: CONTRACT APPROVED BY LEGAL
Link: LETTER TO VSL
Link: PARTICIPATION LOG AND TAB SHEET
Link: RECOMMENDATION BY SHERIFFS OFFICE VIA EMAIL
Link: TRI COUNTY COMM. CERTIFICATIONS
Link: VSL DOCUMENTATION REFERENCE TO CERTIFICATES

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/11/2009 01:33 PM	APRV
2	Budget & Management	Veronica Lopez	02/11/2009 01:35 PM	APRV
3	Rey Salazar	Rey Salazar	02/13/2009 10:08 AM	APRV
4	Manuel Chapa	Manuel Chapa	02/13/2009 02:10 PM	APRV
5	Auditor's Office		02/20/2009 05:33 PM	NEW

Form Started By: Olga Montero

Started On: 02/10/2009 08:42 AM

Final Approval Date: 02/20/2009

THE STATE OF TEXAS '

'

COUNTY OF HIDALGO '

SERVICE CONTRACT
C-08-346-02-17

THIS CONTRACT is made and entered into this **17th** day of **February, 2009** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **TRI-COUNTY COMMUNICATIONS, LTD.** a Texas Corporation. ("Company").

WHEREAS, Company responded to advertised notices for bids for **{REPAIRS, INSTALLATION AND REMOVAL OF COMMUNICATIONS & RADIO TOWER MISCELLANEOUS EQUIPMENT}** for Hidalgo County Sheriff's Office (the "Services"); and

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

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

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

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services to Hidalgo County Sheriff's Office for **" REPAIRS, INSTALLATION AND REMOVAL OF COMMUNICATIONS & RADIO TOWER MISCELLANEOUS EQUIPMENT"** This Contract does not extend to any third parties any duties or benefits conferred

in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the Hidalgo County Sheriff's Office or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract will commence March 1, 2009 and ending December 31, 2009, and may be extended at the sole discretion of County for two (2) additional one (1) year terms under the same rates, terms and conditions, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. Hidalgo County reserves the right to extend this bid award for an additional sixty (60) day grace period at the end of the contract term due to unforeseen delay in the award of the new bid for the next contract term.

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

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

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

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

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

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

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

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

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

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

If to Company **Tri-County Communications, Ltd.**
Tony Brunnemann, General Manager
1421 E. Pike Blvd.
Weslaco, Texas 78596

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

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

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

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

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

COUNTY OF HIDALGO

ATTEST:

By: _____
Juan D. Salinas, 111, County Judge

_____
Arturo Guajardo Jr., County Clerk

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

APPROVED AS TO FORM:

By: Antonio Mendoza
Antonio Mendoza
Asst. Criminal District Attorney

Date: 2-9-09

EXHIBIT "A"

SPECIFICATIONS

EXHIBIT "A"

HIDALGO COUNTY SHERIFF'S OFFICE-
"REPAIRS, INSTALLATION AND REMOVAL OF
COMMUNICATION & RADIO TOWER MISCELLANEOUS EQUIPMENT"
RFB NO: 2008-346-01-07-OTM

SPECIFICATIONS

Project Overview:
The Hidalgo County Sheriff's Office is seeking to contract with a qualified bidder to conduct all "REPAIRS, INSTALLATION AND REMOVAL OF COMMUNICATION & RADIO TOWER MISCELLANEOUS EQUIPMENT" on an "As Needed Basis" including, but not limited to, the following:

Requirements & Qualifications, Terms & Conditions

1. The bid contract will be for communication & radio tower miscellaneous equipment that is currently installed in, or will be installed in the communication department or tower sites. This bid contract will include but is not limited to the following; programming of frequency and software, repairs, installation and removal to base radio consoles, tower site repeaters or equipment, portable radios, or specialty surveillance equipment.

2. All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

3. Vendor shall have been in business (in this field) for a minimum of five (5) years.

4. A list of a minimum of five (5) current references/contracts for any state, local political subdivision, private sector or any other law enforcement agency must be submitted with your bid for. Information should include, but not limited to the following:

   a) company
   b) contact person
   c) phone number
   d) work preformed
   e) contract term

5. Vendors submitting bid will use only certified service technicians in performing installations, repairs and removals.

6. Vendors submitting bid will be able to refurbish and/or repair any and all none working radios, and miscellaneous equipment unless equipment is beyond repair.

7. Vendors submitting bid will have ample space to store property being removed and/or installed and the ability to track and document the storage of property.

8. Vendors submitting bid will have the proposed facility insured for loss's resulting in theft, fire, employee negligence or hazardous weather conditions.

9. Vendors submitting bid must have a service facility to be able to complete work specified located in Hidalgo county.

10. Vendors submitting bid must guarantee work performed.

11. Vendors submitting bid must be able to conduct installations repairs and removals at the Sheriff's Office or tower sites on an emergency basis. If the vendor will charge for a service call for this request, the vendor must include the cost of that service call.

12. Vendors submitting bid are welcome to make arrangements with the Purchasing Department set up an appointment to examine the equipment.

13. Vendor must maintain all proper insurances for duration of contract (refer to Exhibit "C").

14. For all prices for repairs, removals, installations and programing shall include consideration for time and labor.

15. The term of the contract will commence upon approval of commissioner court to December 31, 2009 and may be extended at the sole discretion of County for two (2) additional one (1) year under the same rates, terms and conditions. Hidalgo County reserves the right to extend this bid award for an additional sixty (60) day grace period at the end of the contract term due to unforseen delay in the award of the new bid for next contract term.

16. Hidalgo County reserves the right to hold bids for a period of ninety (90) days after bid opening without taking action and to award the bid considered the most advantageous to the County.

17. Evaluation of bids : All bids shall be evaluated on all factors including but no limited to price, qualification of vendor and ability of vendor to render services, etc., and any other factors considered to be in the best interest of Hidalgo County.

18. **ADDITIONAL INFORMATION:** Hidalgo County is requesting that bids be routed to Martha L. Salazar, CPPB, Purchasing Agent, at 2812 So. Business 281 (New Administration Bldg.), Edinburg, Texas 78539. WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE BY NO LATER THAN Wednesday, December 31, 2008, at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, January 02, 2009. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

EXHIBIT "A"

HIDALGO COUNTY SHERIFF'S OFFICE-
"REPAIRS, INSTALLATION AND REMOVAL OF
COMMUNICATION & RADIO TOWER MISCELLANEOUS EQUIPMENT"
RFB NO: 2008-346-01-07-OTM

S P E C I F I C A T I O N S

PART I - REPAIRS

The Hidalgo County Sheriff's Office has installed in the Communication Department the following equipment:

1). Base Radio Council :

A. Gaitronics councils ICP9000
B. Motorola command plus councils

Note: Any and all new radios council acquired by the Sheriff's Office will be honored.

2). Radio Tower Equipment(offsite or on-site):

A. Motorola repeater
B. Midland repeater
C. Macom repeater

Note: Any and all new Radio Tower Equipment acquired by the Sheriff's Office will be honored.

3). Miscellaneous Equipment:

A. Headsets
B. Microphones

4). Portable Radio / mobile radios:

A. Motorola (any and all models)
B. Vertex (any and all models)

Note: Any and all new equipment acquired by the Sheriff's Office will be honored.

Equipment used can change on a day-to-day basis depending on new product lines available. The above list is to let you know what type of equipment you may be repairing and not to limit the scope of repairs to these items only. The repairs will be for anything installed, that is considered communication equipment. (ex. Base radio consoles, tower site repeaters or equipment, portable radios, or specialty surveillance equipment).

EXHIBIT "B"

HIDALGO COUNTY SHERIFF'S OFFICE-
"REPAIRS, INSTALLATION AND REMOVAL OF
COMMUNICATION & RADIO TOWER MISCELLANEOUS EQUIPMENT"
RFB NO: 2008-346-01-07-OTM

BID PAGE

PART I - REPAIRS

Repairs should be for a hourly / time repair rate with mark up rate for parts. Any and all additional fees should be included in bid price **(Reference to Exhibit "A" Specifications)**.

HOURLY RATES:

A. Normal Business Hours _____ A.M. to _____P.M. **(please fill in time)**

1.Technician $_____ Per Hour

B. After Hours, Weekends & Holidays _____ to _____**(please fill in time)**

1.Technician _____ Per Hour

C. Mark Up (%)Rate For Parts:_____

PLEASE SPECIFY WHAT TIME FEE STARTS FOR TECHNICIAN:_____

PLEASE STATE ALL WARRANTIES:_____

VENDOR / COMPANY NAME:_____

ADDRESS:_____

CITY/STATE/ZIP CODE:_____

PHONE NUMBER:_____

CELLULAR & PAGER NUMBERS:_____

FAX NUMBER:_____

AUTHORIZED SIGNATURE:_____

PRINTED NAME:_____

TITLE:_____

DATE:_____

NOTE: ANY AND ALL NEW EQUIPMENT ACQUIRED BY THE SHERIFF'S OFFICE WILL BE HONORED.

EXHIBIT "A"

HIDALGO COUNTY SHERIFF'S OFFICE-
"REPAIRS, INSTALLATION AND REMOVAL OF
COMMUNICATION & RADIO TOWER MISCELLANEOUS EQUIPMENT"
RFB NO: 2008-346-01-07-OTM

S P E C I F I C A T I O N S

PART II - REMOVAL AND INSTALLATION DESCRIPTION

1). Base Radio Council :

A.. Gaitronics councils ICP9000
B. Motorola command plus councils

Note: Any and all new radios council acquired by the Sheriff's Office will be honored.

2). Radio Tower Equipment(offsite or on-site):

A. Motorola repeater
B. Midland repeater
C. Macom repeater

Note: Any and all new Radio Tower Equipment acquired by the Sheriff's Office will be honored.

3). Miscellaneous Equipment:

A. Headsets
B. Microphones

4). Portable Radios:

A. Motorola (any and all models)
B. Vertex (any and all models)

Note: Any and all new equipment acquired by the Sheriff's Office will be honored.

Equipment used can change on a day-to-day basis depending on new product lines available. The above list is to let you know what type of equipment you may be removing and installing and is not to limit the scope of removal and installation to these items only. The removal and installation will be for anything that is considered communication equipment. (ex. BASE RADIO CONSOLES, TOWER SITE REPEATERS OR EQUIPMENT, PORTABLE RADIOS, OR SPECIALTY SURVEILLANCE EQUIPMENT).

EXHIBIT "B"

HIDALGO COUNTY SHERIFF'S OFFICE-
"REPAIRS, INSTALLATION AND REMOVAL OF
COMMUNICATION & RADIO TOWER MISCELLANEOUS EQUIPMENT"
RFB NO: 2008-346-01-07-OTM

BID PAGE

PART II - REMOVAL AND INSTALLATION DESCRIPTION

Removal and installation should be for a hourly / time rate. Any and all additional fees should be included in bid price **(Reference to Exhibit "A" Specifications)**.

HOURLY RATES:

A. Normal Business Hours _____ A.M. to _____P.M. **(please fill in time)**

1. Technician $_____ Per Hour

B. After Hours, Weekends & Holidays _____ to _____**(please fill in time)**

1. Technician _____ Per Hour

C. Mark Up (%)Rate For Parts:_____

PLEASE SPECIFY WHAT TIME FEE STARTS FOR TECHNICIAN_____

PLEASE STATE ALL WARRANTIES:_____

VENDOR / COMPANY NAME:_____

ADDRESS:_____

CITY/STATE/ZIP CODE:_____

PHONE NUMBER:_____

CELLULAR & PAGER NUMBERS:_____

FAX NUMBER:_____

AUTHORIZED SIGNATURE:_____

PRINTED NAME:_____

TITLE:_____

DATE:_____

NOTE: ANY AND ALL NEW EQUIPMENT ACQUIRED BY THE SHERIFF'S OFFICE WILL BE HONORED.

EXHIBIT "B"

BID PAGE

EXHIBIT "B"

HIDALGO COUNTY SHERIFF'S OFFICE-
"REPAIRS, INSTALLATION AND REMOVAL OF
COMMUNICATION & RADIO TOWER MISCELLANEOUS EQUIPMENT"
RFB NO: 2008-346-01-07-OTM

BID PAGE

PART I - REPAIRS

Repairs should be for a hourly / time repair rate with mark up rate for parts. Any and all additional fees should be included in bid price **(Reference to Exhibit "A" Specifications)**.

HOURLY RATES:

A. Normal Business Hours 8:00 A.M. to 5:00 P.M. **(please fill in time)**

1. Technician $ 70.00 Per Hour Minimum billing $35.00

B. After Hours, Weekends & Holidays 5PM to 8AM **(please fill in time)**

1. Technician $105.00 Per Hour - Minimum billing $52.50

C. Mark Up (%)Rate For Parts: 22%

PLEASE SPECIFY WHAT TIME FEE STARTS FOR TECHNICIAN: Upon arrival at Site

PLEASE STATE ALL WARRANTIES: 60 Days Parts/Equipment and Repair/Install Labor

VENDOR / COMPANY NAME: Tri-County Communications

ADDRESS: 1421 E. Pike Blvd.

CITY/STATE/ZIP CODE: Weslaco, TX 78596

PHONE NUMBER: 956-447-8440

CELLULAR & PAGER NUMBERS: 956-792-6994

FAX NUMBER: 956-47-0622

AUTHORIZED SIGNATURE: Tony B

PRINTED NAME: Tony Brunnemann

TITLE: General Manager

DATE: 01/07/2009

NOTE: ANY AND ALL NEW EQUIPMENT ACQUIRED BY THE SHERIFF'S OFFICE WILL BE HONORED.

EXHIBIT "B"

HIDALGO COUNTY SHERIFF'S OFFICE-
"REPAIRS, INSTALLATION AND REMOVAL OF
COMMUNICATION & RADIO TOWER MISCELLANEOUS EQUIPMENT"
RFB NO: 2008-346-01-07-OTM

BID PAGE

PART II - REMOVAL AND INSTALLATION DESCRIPTION

Removal and installation should be for a hourly / time rate. Any and all additional fees should be included in bid price **(Reference to Exhibit "A" Specifications)**.

HOURLY RATES:

A. Normal Business Hours 8:00A.M. to 5:00P.M. **(please fill in time)**

1. Technician $82.50 Per Hour - Minimum billing $41.25

B. After Hours, Weekends & Holidays 5PM to 8AM **(please fill in time)**

1. Technician 117.50 Per Hour - Minimum billing $58.75

C. Mark Up (%)Rate For Parts: 22%

PLEASE SPECIFY WHAT TIME FEE STARTS FOR TECHNICIAN Upon arrival at site

PLEASE STATE ALL WARRANTIES: 60 Days Parts/Equipment and Repair/Install Labor

VENDOR / COMPANY NAME: Tri-County Communications

ADDRESS: 1421 E.Pike Blvd.

CITY/STATE/ZIP CODE: Weslaco, TX 78596

PHONE NUMBER: 956-447-8440

CELLULAR & PAGER NUMBERS: 956-792-6994

FAX NUMBER: 956-447-0622

AUTHORIZED SIGNATURE: Tony B

PRINTED NAME: Tony Brunnemann

TITLE: General Manager

DATE: 01/07/2009

NOTE: ANY AND ALL NEW EQUIPMENT ACQUIRED BY THE SHERIFF'S OFFICE WILL BE HONORED.

EXHIBIT "C"

INSURANCE REQUIREMENTS

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/10/2009

PRODUCER
Greg Klement
The Klement Agency
P.O. Box 820
PROSPER TX 75078
(972) 562-7455

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
Tri-County Communications, Ltd.
Rio Vision, Inc.
1421 E. Pike Street
Weslaco TX 78596-

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: AMERICAN HALLMARK INSURANCE	
INSURER B: PROGRESSIVE COUNTY MUTUAL	
INSURER C: EMPLOYERS COMP	
INSURER D: GREAT AMERICAN	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
B		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	44MG449658-07	06/22/2008	06/22/2009	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 1,000,000 $ 1,000,000
B		AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	05834805-0	06/22/2008	06/22/2009	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS/UMBRELLA LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE AGGREGATE	$ $ $ $ $
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	EPIC3090380-09	01/01/2009	01/01/2010	WC STATU-TORY LIMITS X OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D		OTHER TOWER & EQUIPMENT	IMP174294406	12/16/2008	12/16/2009	TOWER & EQUIPMENT - DEDUCTIBLE -	1,405,000 5,000

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

COUNTY OF HIDALGO IS LISTED AS ADDITIONAL INSURED

CERTIFICATE HOLDER

COUNTY OF HIDALGO
ATTN: MARTHA L SALAZAR, CPPB PURCHASING AGENT
HIDALGO COUNTY PURCHASING DEPT.
2812 SP BUSINESS 281
EDINBURG TX 78539-

CANCELLATION

AI 100170

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

© ACORD CORPORATION 1988

PURCHASING DEPARTMENT
County Of Hidalgo

February 06, 2009

Video Sound and Lights (VSL)
c/o Valentin A. Cardenas
3716 S. US Hwy 281
Edinburg, Texas 78539

Re: **RFB No. 2008-346-01-07-otm**
"Repairs, Installation and Removal of Communications & Radio Tower Miscellaneous Equipment"

Dear Mr. Cardenas:

Pursuant to Texas Local Government Code, Chapter 262, Section .027(c):
"A contract may not be awarded to a bidder who is not the lowest dollar bidder meeting specifications unless, before the award, each lower bidder is given notice of the proposed award and is given an opportunity to appear before commissioners court and present evidence concerning the lower bidder's responsibility."

Therefore, pursuant to the Texas Local Government Code 262.027 (c), you have the opportunity to attend Hidalgo County Commissioners Court, located at 100 E. Cano, first floor, courtyard area in Edinburg, Texas and scheduled for 1:30 p.m. on Tuesday, February 17, 2009 , to voice opinions or comments you may have regarding this bid and/or award.

Should you have any questions or require additional information, please do not hesitate to call me at 318-2626.

Sincerely,

Olga T. Montero, Buyer II
Hidalgo County Purchasing Department

VIA: E-mail and Certified Mail

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS
RFB-RFP-RFQ

BID OPENING DATE: JANUARY 07, 2009 BID OPENING TIME: 9:30 A.M.

DEPARTMENT/BID DESCRIPTION: HIDALGO COUNTY SHERIFF'S OFFICE-REPAIRS, INSTALLATION AND REMOVAL OF COMMUNICATIONS & RADIO TOWER MISC. EQUIP.

BID NO.: 2008-346-01-07-OTM

NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHYSICAL ADDRESS, PHONE No., FAX No. and E-MAIL ADDRESS
Nexwave Communications sales@nexwave-rgv.com	Email	OLGA MONTERO	12/22/08	117 W. Nolana Loop McAllen Tx 78504 (956) 994-3007
Texas-Two Way (956) 702-2481	Mail	OLGA MONTERO	12/22/08	200 W. Expressway 83 #L San Juan, Tx
South Texas Communications steradios@steradios.com	Email	OLGA MONTERO	12/22/08	709 E. Pecan Blvd. McAllen, Tx 78501
Communications Etc. communicationseta@sbcglobal.net	email	OLGA MONTERO	12/22/08	421 S. Broadway McAllen Tx 78501
Mobile Relays ssanchez@mobilerelays.com	Email	OLGA MONTERO	12/22/08	515 S. 12th St. McAllen Tx 78501
Video Sound & Lights (956) 383-6855	Ip	OLGA MONTERO	12/22/08	3716 S. US Hwy 281 Edinburg Tx 78539
Tri-County Communications (956) 447-8440	Email	OLGA MONTERO	12/22/08	1421 E. Pike Blvd. Weslaco, Tx 78596
Lattice Communications, Inc. carter@latticebiz.com	Email	OLGA MONTERO	12/30/08	1138 White Ivy Place NE Cedar Rapids, IA 52402
Charlene Whitfield	Email	Olga motnero	12/30/08	Cw_whitfield@sbcglobal.net

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

Agenda 13893

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY SHERIFF'S OFFICE

BID OPENING DATE: JANUARY 07, 2009	BID OPENING TIME: 9:30 A.M.

DESCRIPTION OF BID: "REPAIRS, INSTALLATION AND REMOVAL OF COMMUNICATIONS & RADIO TOWER MISCELLANEOUS EQUIPMENT"

BID NO: 2008-346-01-07-otm	BUYER: OLGA T. MONTERO

BID # RFB#	NAME OF COMPANY	BID PRICE
#1	**VIDEO SOUND & LIGHTS (VSL)** **EDINBURG, TX 78539**	**PART I.-REPAIRS** **A. NORMAL HOURS 8AM -5PM/ TECH - $35.00 P/H** **B. AFTER HOURS 24/7—5PM-8AM /TECH - $35.00 PER P/H** **C. MARK UP RATES FOR PARTS----15%** **PART II – REMOVAL/INSTALLATION** **A. NORMAL HRS 8AM-5PM / TECH $35.00 P/H** **B. AFTER HRS, 24/7-- 5PM-8AM / TECH. $35.00 P/H /** **C. MARK UP RATE FOR PARTS 15%**
#2	**TRI-COUNTY COMMUNICATIONS, LTD.** **WESLACO, TX 78596**	**PART I.-REPAIRS** **(A) NORMAL HOURS 8AM -5PM** **TECH - $70.00 P/H MIN. BILLING $35.00** **(B) AFTER HOURS, WEEKEND & HOLIDAYS 5PM-8AM** **TECH - $105.00 PER P/H MIN. BILLING $105.00** **C. MARK UP RATES FOR PARTS----22%** **PART II – REMOVAL/INSTALLATION** **D. NORMAL HRS 8AM-5PM / TECH $82.50 P/H** **MIN. BILLING $41.25** **E. AFTER HRS, WEEKEND & HOLIDAYS 5PM-8AM / TECH. $117.50 P/H / MIN BILLING $58.75** **F. MARK UP RATE FOR PARTS 22%**

Agenda
13893

Olga Montero

From: Richard Ozuna [richard.ozuna@hidalgoso.org]
Sent: Wednesday, February 04, 2009 10:06 AM
To: 'Olga Montero'; Juan.Tapia@hidalgoso.org
Subject: RE: RFB NO. 2008-346-01-07-OTM-Repairs

Ms. Montero

After reviewing the bid packets and follow up questions submitted to vendors, we are recommending the Vendor that meets all the requirements as stated on the bid packet # 2008-346-01-07-OTM.

As you requested to mention the recommended vendor (Tri-County Communications) meeting all requirements as specified on the bid packet.

Should you have any further questions please call me.

Richard Ozuna

From: Olga Montero [mailto:olga.montero@co.hidalgo.tx.us]
Sent: Monday, February 02, 2009 2:45 PM
To: richard.ozuna@hidalgoso.org
Subject: FW: RFB NO. 2008-346-01-07-OTM-Repairs

HOLA RICHARD,

PLEASE REVIEW THE ABOVE ATTACHMENT AND LET ME KNOW IF THESE ARE THE DOCUMENTS THAT YOU NEED.

THANKS

From: David Willson [mailto:dwillson@tri-countycom.com]
Sent: Tuesday, January 27, 2009 9:56 PM
To: olga.montero@co.hidalgo.tx.us
Cc: 'Tony Brunnemann'
Subject: RFB NO. 2008-346-01-07-OTM-Repairs

Ms. Montero,

It was a pleasure speaking with you this morning. I have attached a PDF file with the certification documents, as well as our cover letter addressing our capabilities to perform the required work as outlined in the original specifications. Please let me know if you cannot open the file. A hard copy of these documents will also be delivered to your office tomorrow, Wednesday, January 28, 2009.

Please feel free to give me a call if you have any questions.

David Willson

David Willson
Vice president – COO
O. 956.447.8440
M. 772.285.5558

TRI-COUNTY
COMMUNICATIONS, LTD.

Ms. Olga Montero
Buyer II
Hidalgo County Purchasing Department
2818 S. Business Hwy. 281
Edinburg, Texas 78539

January 27, 2009

Dear Ms. Montero,

Please find attached copies of the required certification certificates for our key Technical Services people, per your email request of 1 January 26, 2009.

Our people are technically trained and certified to perform the work referenced in paragraph two of your email "fix, remove, install and repair any and all makes and models..." providing that service literature and model specific parts are available.

It should be noted that a number of the equipment models listed in your original specifications are of such an age that they are no longer supported by the manufacturer. All reasonable efforts will be made to perform any work required by those products. However, in some cases, the required work may not be possible due to the age and limited availability of marketplace support, parts, or aftermarket solutions. This would be the case for all service providers.

We look forward to the opportunity to work with you.

Please feel free to give me a call if you have any questions.

Sincerely,

David Willson
VP – COO
Tri-County Communications
O. 956.447.8440
M. 772.285.5558

Expiration Date:
October 11
2011

Certified Electronics Technician

Wireless Communications

Claude N Copeland - MSSTX655
McAllen, Texas

CET

Wireless Communications

has successfully completed the technical examinations and requirements to be universally recognized for competency, ability, and knowledge as a Certified Electronics Technician. To be recognized for this honor, practicing technicians must pass examinations in one or more catagories of electronics technology as well as the core basics and must show a total of at least two years working in the profession. Only top technicians are able to accomplish this feat. The Electronics Technicians Association, Int'l. takes great pride in presenting this official recognition to the above named expert electronics technician. His/her name has been published in the High-Tech News journal, imbedded in the CET permanent data base, and is available for recognition by officials of the industry. This individual may display the CET identification items or advertise his/her level of accomplishment as a technician. Congratulations from ETA-I officers and members and the electronics industry. Recertification takes place every four years and may be accomplished by acquiring college, tech school, association or manufacturer training session credits, or by testing in the same electronics technology discipline at the end of each four–year period

Richard L. Glass, CETsr
President, Electronics Technicians Assn., Int'l.

The Electronics Technicians Association, International, Inc.
Greencastle, Indiana

Accredited By ICAC

★USMSS

Expiration Date
April, 09
2010

Certified
Associate Electronics Technician

Ricardo Garza , AC12666
Edcouch, Texas

has successfully completed the technical examinations and requirements to be universally recognized for competency, ability, and knowledge as an Associate Certified Electronics Technician. To be recognized for this honor, practicing technicians with less than two (2) years of combined work and electronics training must pass examinations in 18 or more categories of basic electronics technology with a 75% score. Only well-trained and skilled entry-level technicians are able to accomplish this feat. The Electronics Technicians Association takes great pride in presenting this official recognition to the above-named electronics technician. His/her name has been published in the High-Tech News journal, imbedded in the CET permanent data base, and is available for recognition by officials of the industry. This individual may display the Associate CET identification items or advertise his/her level of accomplishment as a technician. Prior to the listed expiration date the technician will be required to sit for the Journeyman CET rating. Congratulations from ETA officers and members and the electronics industry.

CETa

Associate Electronics Technician

Richard L. Glass, CETsr
President, Electronics Technicians Assn., Int'l.

ETA® International
Greencastle, Indiana

Accredited By ICAC

To Whom It May Concern:

T-Comm and VSL have joined forces to better serve our community. We have over 50 years of combined experience in 2 way radio installation, service, administration and our proud to be one of the largest installation and service centers south of San Antonio. We feel that this collaboration will greatly benefit the communications community in the Rio Grande Valley. We are fully authorized for service and/or parts for product lines including, but not limited to; M/A-Com, Vertex/Standard and Motorola. All serviced items use original factory parts and are aliened to factory specification by fully trained technicians. All installations are held to the highest standards of electrical engineering and aesthetics.

With our famous "Results not Excuses" you can't go wrong.

Please feel free contact us for more information.

Toby Driscoll, owner
T-Comm
7918 Rattler Lane
Mission, Texas 78573
Ph# 956-259-8266
Fax# 956-583-0323

Tyco Electronics

DAILEY&WELLS

January 29, 2009

County of Hidalgo
Edinburg Texas

To Whom It May Concern;

Dailey-Wells Communications, Inc. is the only authorized Tyco Electronics/M/A-COM dealer assigned to provide sales and service support to the Rio Grande Valley and the surrounding area. This assignment was made by Tyco Electronics/M/A-COM effective September 2000 and does not have an end date. Effective January 1, 2008, T-Comm, under the direction of owner Toby Driscoll has been assigned as a sub agent to support our service, installation, and programming operations in the Rio Grande Valley and this agreement also does not have an end date.

If this status should change at some point in the future you will be notified by Dailey-Wells Communications, Inc in writing.

Sincerely,

Ben Fregia
Major Accounts Manager

Dailey & Wells Communications, Inc.
3440 E. Houston St.
San Antonio, Texas

AI-14091 **22.D.**

Claim of Ron Tupper

CC REGULAR

Date:	02/24/2009
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Closed Session

Information

CAPTION

Claim of Ron Tupper

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/18/2009 11:47 AM	APRV
2	Auditor's Office		02/20/2009 05:33 PM	NEW

Form Started By: Aida Alvarez — Started On: 02/18/2009 11:00 AM

Final Approval Date: 02/20/2009

AI-14089 **22.E.**

Claim of Brian Jones

CC REGULAR

Date:	02/24/2009
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Closed Session

Information

CAPTION

Claim of Brian Jones

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/18/2009 11:47 AM	APRV
2	Auditor's Office		02/20/2009 05:33 PM	NEW

Form Started By: Aida Alvarez — Started On: 02/18/2009 10:57 AM

Final Approval Date: 02/20/2009

AI-14086 **22.F.**

Claim of Ken Maple

CC REGULAR

Date:	02/24/2009
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Closed Session

Information

CAPTION

Claim of Ken Maple

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/18/2009 11:47 AM	APRV
2	Auditor's Office		02/20/2009 05:33 PM	NEW

Form Started By: Aida Alvarez — Started On: 02/18/2009 10:48 AM

Final Approval Date: 02/20/2009

AI-14084 **22.G.**

Claim of James V. Elmore

CC REGULAR

Date:	02/24/2009
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Closed Session

Information

CAPTION

Claim of James V. Elmore

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/18/2009 11:47 AM	APRV
2	Auditor's Office		02/20/2009 05:33 PM	NEW

Form Started By: Aida Alvarez — Started On: 02/18/2009 10:44 AM

Final Approval Date: 02/20/2009

AI-14180 **22.H.**

M-08-359; Jorge A. Martinez v. Eduardo Garcia, et.al

CC REGULAR

Date:	02/24/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Closed Session

Information

CAPTION

M-08-359; Jorge A. Martinez v. Eduardo Garcia, et.al

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/20/2009 05:07 PM	APRV
2	Auditor's Office		02/20/2009 05:33 PM	NEW

Form Started By: Monica Badillo — Started On: 02/20/2009 04:57 PM

Final Approval Date: 02/20/2009

AI-14092 **23.D.**

Claim Ron Tupper

CC REGULAR

Date:	02/24/2009
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Open Session

Information

CAPTION

Claim of Ron Tupper

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/18/2009 11:47 AM	APRV
2	Auditor's Office		02/20/2009 05:33 PM	NEW

Form Started By: Aida Alvarez — Started On: 02/18/2009 11:02 AM

Final Approval Date: 02/20/2009

AI-14090 **23.E.**

Claim of Brian Jones

CC REGULAR

Date:	02/24/2009
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Open Session

Information

CAPTION

Claim of Brian Jones

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/18/2009 11:47 AM	APRV
2	Auditor's Office		02/20/2009 05:33 PM	NEW

Form Started By: Aida Alvarez — Started On: 02/18/2009 10:58 AM

Final Approval Date: 02/20/2009

AI-14088 **23.F.**

Claim of Ken Maple

CC REGULAR

Date:	02/24/2009
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Open Session

Information

CAPTION

Claim of Ken Maple

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/18/2009 11:48 AM	APRV
2	Auditor's Office		02/20/2009 05:33 PM	NEW

Form Started By: Aida Alvarez — Started On: 02/18/2009 10:55 AM

Final Approval Date: 02/20/2009

AI-14085 **23.G.**

Claim of James V. Elmore

CC REGULAR

Date:	02/24/2009
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Open Session

Information

CAPTION

Claim of James V. Elmore

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/18/2009 11:47 AM	APRV
2	Auditor's Office		02/20/2009 05:33 PM	NEW

Form Started By: Aida Alvarez — Started On: 02/18/2009 10:45 AM

Final Approval Date: 02/20/2009

AI-14181 **23.H.**

M-08-359; Jorge A. Martinez v. Eduardo Garcia, et.al

CC REGULAR

Date:	02/24/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Open Session

Information

CAPTION

M-08-359; Jorge A. Martinez v. Eduardo Garcia, et.al

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	02/20/2009 05:07 PM	APRV
2	Auditor's Office		02/20/2009 05:33 PM	NEW

Form Started By: Monica Badillo — Started On: 02/20/2009 04:58 PM

Final Approval Date: 02/20/2009