AI-14441 **6.B.**

Wireless Communication - Cellular Phone Policy

CC REGULAR

Date:	03/17/2009
Submitted By:	Sergio Cruz, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Discussion, consideration, and action on Hidalgo County's Wireless Communication Services Policy, Guidelines, and Procedures (Cellular Telephone Policy).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** Object Code 532 Wireless devices

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

BUDGETARY IMPACT:

Object code 532 "Wireless Devices" expense object code source.

Attachments

Link: Summary

Link: Transition

Link: Policy

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	03/10/2009 07:06 AM	APRV
2	Manuel Chapa	Manuel Chapa	03/11/2009 12:34 PM	APRV
3	Auditor's Office		03/13/2009 04:31 PM	NEW

Form Started By: Sergio Cruz — Started On: 03/09/2009 01:54 PM

Final Approval Date: 03/13/2009

Department of Budget & Management

2818 S. Bus. Hwy. 281 • Edinburg, Texas 78539 • Phone (956) 292-7025 • Fax (956) 292-7035 • www.co.hidalgo.tx.us/budget

WIRELESS COMMUNICATION SERVICES POLICY
Summary Sheet

METHODS FOR OBTAINING CELLULAR PHONE SERVICE

1. Cellular Services Allowance: Personally owned phone managed by the employee with a provided monthly, taxable allowance paid to the employee for business use.
2. County Owned Phone Assigned to Department: Phone and service owned by Hidalgo County and managed by the department used exclusively for County business.

QUALIFICATIONS FOR MONTHLY ALLOWANCE

1. Must be requested by the Official/Department Head; and
2. The anticipated level of business use is significant (over 400 minutes of cellular phone use); and
3. The related cost is justified when compared with alternative communication choices; and
4. The nature of this employee's work is critical to the operation of the County and needs to be immediately accessed outside of normal business hours (8:00am – 5:00pm); and
5. The employee's job requires that they work regularly in the field and needs to be immediately accessed; or
6. This employee's assigned work requires substantial travel and needs to be accessible or have access to information technology systems while traveling.

LEVELS OF MONTHLY ALLOWANCE

1. $40 Monthly Allowance: Employees whose job requires them to be accessible during regular working hours and also after normal business hours.
2. $75 Monthly Allowance: Employees who are required to be on call 24/7 and require a substantial number on minutes as determined by the Commissioners' Court.

TRANSITION OF EXISTING SERVICE

1. Officials/Department Heads must prepare Form C.1.2 "Wireless Communication Service Request" for each employee currently using cellular services billed to Hidalgo County, if the employee qualifies for an allowance. The form, along with justification of the need for a cellular phone, must be presented to the Court for approval.
2. Upon approval by the Court, the allowance will be established and the existing Hidalgo County number will be disconnected. The allowance will not be established until billing in the employees name is validated.
3. The cellular phone and any other associated equipment purchased by the County must be returned to the Purchasing Department if and when it is replaced.
4. All accounts must be removed from the Hidalgo County Sprint accounts prior to April 30, 2009. No money will be budgeted for payment of these accounts in the 2010 fiscal year budget. Officials/Department Heads are responsible for budgeting of cellular allowances and all payroll withholdings. Cellular allowances are subject to workers compensation and unemployment appropriations.
5. Any existing cellular phone service which is not submitted for Court approval for continuation of service will be disconnected no later than April 30, 2009.

WIRELESS COMMUNICATION SERVICES POLICY, GUIDELINES, AND PROCEDURES

REFERENCE

Form W.1.1 "Wireless Communication Agreement"
Form W.1.2 "Wireless Communication Service Request"
Form W.1.3 "Wireless Communication Device Daily Use Log"

BACKGROUND

On March ---, 2009, the Hidalgo County Commissioners' Court revised the Cellular Telephone Policy, Guidelines, and Procedures. This Wireless Communication Services Policy, Guidelines, and Procedures supersede the Cellular Telephone Policy, Guidelines, and Procedures approved on September 14, 2004, revised August 19, 2008. The wireless communication services policies, guidelines, and procedures set forth below are applicable to Hidalgo County Officials (elected or appointed), Department Heads and employees.

Hidalgo County recognizes the need for certain County personnel to own and use cellular phones to complete and enhance their job performance. Due to the requirement to comply with IRS regulations regarding personal use of County owned cellular telephones and the difficulty and time intensive manual labor required to identify, track and determine personal versus business use, the County will no longer provide individuals with cellular telephone service. Employees requiring cellular telephones to perform their work will receive an allowance to compensate for business use of a personal cellular telephone. This policy establishes the procedures for cellular telephone authorization, allowance, and use.

Officials and department heads who determine that one or more of their employees require cellular telephone service in order to properly perform their work duties are provided the following two options, each having specific criteria:

Officials and department heads may request a cellular telephone(s) for use by their employees during normal working hours.

Officials and department heads may request an allowance for those employees requiring cellular telephone services during normal and after working hours because the employee needs to be immediately and regularly accessed outside of normal business hours (8:00am-5:00pm). The allowance is intended to compensate for the business use of a personal cellular telephone not for the entire cost of the plan.

Employees of Hidalgo County whose duties may include the need for cellular telephone services can obtain cellular telephone services in one of the following manners:

Option	General Description	Section
Cellular Telephone Allowance:	Personally owned cellular telephone managed by the employee with a provided monthly, taxable allowance paid to the employee for business use.	2.00
County Owned Cellular Telephone Assigned to Department:	Cellular telephone owned by Hidalgo County and managed by the department used exclusively for County business.	3.00

POLICIES AND GUIDELINES

1.00 WIRELESS COMMUNICATION SERVICES ADMINISTRATION

1.01 Wireless Communication Services Administrator: The Chief Information Officer shall serve as the Wireless Communication Services Administrator. The Wireless Communication Services Administrator shall be assigned responsibility for administering the countywide Wireless Communication Services Program. The Wireless Communication Services Administrator's responsibilities include the following:

1. Reviews requests for cellular telephone service from Officials/Department Heads and request approval for the issuance of cellular telephone service from Commissioner's Court;
2. Maintain a master list of all authorized wireless communication devices. The master list should include, but is not limited to, the following information:

   For departments issued a wireless device:

   a. Department name;
   b. Department's budget/expense account number;
   c. Wireless device telephone number;
   d. Wireless device model number;
   e. Wireless device serial number;
   f. Plan type (e.g. Business Essentials 1000) and cost;
   g. Status of cellular telephone (i.e., active or inactive); and
   h. Commissioners' Court approval date.

For cellular telephone allowances:

a. Employee name;

b. Employee number;

c. Employee cellular telephone number;

d. Allowance amount;

e. Effective date of the allowance; and

f. Commissioners' Court approval date.

3. Provides departments with a list of authorized allowances and wireless devices on a quarterly basis.

4. Maintain contact information for the County's' authorized wireless device service representative;

5. Receives County owned cellular phones from the County's' authorized wireless device service provider and issues cellular phones to Officials/Department Heads;

6. Provides training to Officials/Department Heads and employees participating in the Program regarding the proper use of wireless devices in accordance with this policy prior to receipt of a cellular telephone allowance of issuance of a wireless device;

7. Settle wireless device invoice disputes with the County's' authorized wireless device service representative for County owned devices and service plans;

8. Reviews the Wireless Communication Services Policy at least annually and presents recommendations for improvement to Commissioners' Court for approval; and

9. Is responsible for other duties as outlined by this policy.

1.02 Officials/Department Heads shall be responsible for administering the Wireless Communication Services Program for their respective office/department. Duties may be assigned to a designee, however ultimate responsibility for the administration of the Program remains with the Officials/Department Heads. Officials/Department Heads responsibilities include:

1. Receives training upon requesting wireless communication services and annually thenceforth regarding administration of the program and responsibilities from the Wireless Communication Services Administrator;

2. Determine the potential need for an employee to utilize a cellular phone for County business and the appropriate monthly allowance based on business usage, not to exceed the Court approved amount of $75 per month;

3. Submits requests for wireless communication services to the Wireless Communication Services Administrator;

4. Distributes wireless communication devices to the Users if departmental or employee assigned wireless communication devices are approved;

5. Document on ***Form W.1.3 "Wireless Communication Device Daily Use Log"*** the date the cellular phone was released/returned and the name of the authorized user that was provided with a County owned wireless communication device;
6. Reviews cellular phone service invoices in detail on a monthly basis to ensure that calls are appropriate and made in accordance with this policy for departmental assigned cellular phones;
7. Reviews departmental assigned cellular phone statements and recommends approval of payment;
8. Maintains copies of cellular telephone service verification documentation (receipt or front page of statement) for all employees authorized a cellular phone service allowance. Copies should be maintained for a minimum of four (4) years in accordance with the Texas State Library and Archives Commission records retention schedule.
9. Reviews the department's list of authorized users to ensure that the number and names of department employees receiving an allowance agrees with those approved by Commissioners' Court. Immediately notifies the County Treasurer and the Wireless Communication Services Administrator in writing of any discrepancies.
10. Maintains and reviews monthly, a report of department employees receiving cellular phone allowances and the approved amount.
11. Immediately notify the Treasurer's Office and the Wireless Communication Services Administrator in writing if an employee leaves the department via transfer or termination or upon determination that cellular phone service is no longer required due to change in duties or other reason;
12. Ensures cellular phones are stored in a secure location while not in use; and
13. Is responsible for other duties as outlined by this policy.

2.00 CELLULAR TELEPHONE SERVICE ALLOWANCE

2.01 Officials/Department Heads may request a cellular phone service allowance for their employees only in the following cases:

1. The anticipated level of business use is significant (over 400 minutes of cellular phone use); and
2. The related cost is justified when compared with alternative communication choices; and
3. The nature of this employee's work is critical to the operation of the County and needs to be immediately accessed outside of normal business hours (8:00am – 5:00pm); and
4. The employee's job requires that they work regularly in the field and needs to be immediately accessed; or
5. This employee's assigned work requires substantial travel and needs to be accessible or have access to information technology systems while traveling.

2.02 Employees' eligibility based on these requirements must be documented by the Officials/Department Heads on ***Form W.1.2 "Wireless Communication Services Request"*** form. Justification of need must be specified as to why other means of communication provided by the County (i.e. office phones, email, etc.) are not adequate to meet the communications requirements of the employee's job.

2.03 **Obtaining a Cellular Telephone Service Allowance**

1. The Officials/Department Heads shall make requests to the Wireless Communication Services Administrator for a cellular phone service allowance using ***Form W.1.2 "Wireless Communication Service Request"*** form.
2. The Officials/Department Heads must fill out ***Form W.1.2 "Wireless Communication Service Request"*** form with the following information:
    a. Name of the Employee requesting cellular phone service;
    b. Employee number;
    c. Position Title;
    d. Budget account number;
    e. Estimated amount of business use per month (in minutes);
    f. Allowance amount based on usage level;
    g. Justification for cellular phone service; and
    h. Officials/Department Heads signature.
3. Department heads shall submit the request for cellular telephone allowance to the Commissioners' Court Executive Officer for review and approval.
4. The Commissioners' Court Executive Officer will provide the Wireless Communication Services Administrator with approved request for cellular telephone allowance.
5. Officials shall submit the request for cellular telephone allowance to the Wireless Communication Services Administrator for review.
6. The Wireless Communication Services Administrator will submit the request from 4 and 5 above to Commissioners Court for approval.
7. Request for cellular telephone allowance submitted by departments under Commissioners' Court must first be approved by the Commissioners' Court Executive Officer before being submitted to Commissioners' Court for approval.
8. The Wireless Communication Services Administrator shall obtain approval from Commissioners Court before authorizing an increase to the cellular phone allowance.
9. Once approval is obtained, the Wireless Communication Services Administrator must provide a copy of the Court approved ***Form W.1.2 "Wireless Communication Service Request"*** form to the Treasurer's Office to include the taxable cellular phone allowance in the employee's paycheck.

2.04 ***Form W.1.2 "Wireless Communication Service Request"*** form will be distributed to Officials/Department Heads on or around December of each calendar year to verify the need for the allowance. These forms will have to be approved by Commissioners Court to continue the cellular telephone allowance.

2.05 **Wireless Communication Allowance Amount**

1. Employees whose job requires them to be accessible during regular working hours and also after normal business hours will receive an allowance of **$40.00** per month, so that they can obtain their own cellular phone plans.
2. Employees who are required to be on call 24/7 and require a substantial number on minutes as determined by the Commissioners' Court will receive an allowance of **$75.00** per month, so that they can obtain their own cellular phone plans.

2.06 The cellular phone allowance will be split equally between the first and second paycheck of each month beginning the first full pay period following Commissioners Court approval and evidence of cellular phone service has been established by the allowance recipient.

2.07 Only one allowance for a single cellular phone will be approved for each qualified employee.

2.08 A phone purchase over and above the promotional phones offered by the cellular phone provider and any accessories will be the responsibility of the employee.

2.09 If equipment is lost, damaged or malfunctioning it will be the employee's responsibility to maintain/replace the equipment at his/her own expense.

2.10 **Recipient Responsibilities**

1. The employee will provide his or her cellular telephone number to the Wireless Communication Services Administrator and the Official/Department Head upon activation.
2. The employee will purchase cellular phone service and equipment and assumes responsibility for vendor terms and conditions.
3. The employee is responsible for plan choices, service levels, calling areas, service and phone features, termination clauses, and payment terms and penalties.
4. The employee is responsible for the purchase, loss, damage, insurance, and/or replacement of phone equipment.
5. The employee shall maintain active cellular phone service. Documentation verifying continuous service, such as a copy of the first page of the monthly cellular phone bill or payment receipt, must be provided to the Officials/Department Heads or his designee on a monthly basis.
6. The employee agrees to carry the cellular phone with them, keep it charged and in operational condition, and be accessible for business use as required by their department head or supervisor.
7. The employee must immediately notify the Officials/Department Heads or his designee and the Wireless Communication Services Administrator if there is a change in cellular phone number.

8. The employee must immediately notify the Officials/Department Heads or his designee and the Wireless Communication Services Administrator if wireless service is cancelled.
9. The employee shall remain responsible for plan obligations if the employee leaves position.
10. The employee shall use discretion in relaying confidential information.

2.11 **Guidelines for Cellular Telephone Use by Employees receiving a Cellular Telephone Allowance**

1. Personal use – the Wireless Communication service policy assumes that the cellular phone will be used for both personal and business calls. Since the cellular phone allowance amount is taxable as income, the employee is not required to track business vs. personal use to report to the County;
2. Appropriate use – the employee agrees to use the phone in ways consistent with County policy and all applicable local, state or federal laws. Inappropriate and unlawful use of cellular phone features is prohibited;
3. Use of a cellular phone while operating a vehicle – cellular phones users must be aware of state and municipal laws regarding the use of phones while driving. The laws vary widely by location. In addition, use of phones while driving can cause hazardous distraction, especially in adverse weather, heavy traffic, or limited visibility conditions; and
4. Institutional data on personally-owned cellular phones – many smartphones have advanced capabilities close to mobile/portable computers. As the devices become more widely deployed, the amount and level of institutional data that is stored may also increase.
    a. Do not store County confidential, or sensitive personal information on a personal cellular phone or mobile device. The risk is too great that the device can be lost and/or compromised. Confidential and sensitive personal data should always be left and maintained on central systems and servers.
    b. Do not transmit County confidential, or sensitive personal information through insecure channels such as email.
    c. Always protect the device with a password or PIN to prevent casual access.
    d. Some of these devices have the capability to be remotely wiped/re-formatted. These features should always be setup and configured.
    e. Avoid or limit the amount of institutional data that is stored on your device.
    f. Certain legal and regulatory requirements may necessitate that the County review and preserve relevant data that is stored on a personally-owned device.
    g. If an employee separates employment from the County, it is their obligation and responsibility to delete and remove any and all County data from their personally owned device. An affidavit certifying such information has been removed must be provided to the Wireless Communication Services Manager.

3.00 HIDALGO COUNTY OWNED DEVICES ASSIGNED TO THE DEPARTMENT

3.01 There are some circumstances where a “departmentally assigned wireless communication device” (e.g. cellular phones, data cards, g.p.s. devices) may be provided by the County that is

assigned to the Department and not to a specific individual. In these cases, the County will provide wireless communication service and equipment. Departments may qualify for wireless communication service only if the Officials/Department Heads has determined it to be required for the department's performance and the following must be true:

1. The anticipated level of business use is significant; and
2. The related cost is justified when compared with alternative communication choices; and
3. Employees are frequently away from access to traditional land-based phone services; or
4. Employees work requires substantial travel.

3.02 Eligibility based on these requirements must be documented by the Officials/Department Heads on ***Form C.1.2 "Wireless Communication Service Request"*** form. Justification of need must be specified as to why other means of communication provided by the County (i.e. office phones, email, etc.) are not adequate to meet the communications requirements of the employee's job.

3.03 **Guidelines for Hidalgo County Owned Cellular Telephones**

1. Hidalgo County owned cellular telephones assigned to the departments are to be used for County business only. Personal use of County owned cellular phones, other than deminimus use, is a clear violation of this policy and subject to disciplinary actions.
2. Appropriate use – the employee agrees to use the cellular telephone in ways consistent with County policy and all applicable local, state, or federal laws. Inappropriate and unlawful use of cellular telephone features is prohibited.
3. Use of a cellular telephone while operating a vehicle – cellular telephones users must be aware of state and municipal laws regarding the use of phones while driving. The laws vary widely by location. In addition, use of cellular telephones while driving can cause hazardous distraction, especially in adverse weather, heavy traffic, or limited visibility conditions; and
4. Institutional data on Hidalgo County owned cellular telephones – many smartphones have advanced capabilities close to mobile/portable computers. As the devices become more widely deployed, the amount and level of institutional data that is stored may also increase.
    a. Do not store County confidential, or sensitive personal information on a personal cellular phone or mobile device. The risk is too great that the device can be lost and/or compromised. Confidential and sensitive personal data should always be left and maintained on central systems and servers.
    b. Do not transmit County confidential, or sensitive personal information through insecure channels such as email.
    c. Always protect the device with a password or PIN to prevent casual access.
    d. Some of these devices have the capability to be remotely wiped/re-formatted. These features should always be setup and configured.
    e. Avoid or limit the amount of institutional data that is stored on your device.

f. Certain legal and regulatory requirements may necessitate that the County review and preserve relevant data that is stored on a Hidalgo County owned device.

5. Use of additional services, including long distance, directory assistance, direct connect charges, text messaging, data and third party services, and equipment insurance protection not included in the rate plans approved by Commissioners' Court is prohibited. Employees may be held personally liable if these types of charges are incurred. In addition, reimbursement to the County Treasurer's Office must be immediately made.

3.04 **Obtaining a County Owned Wireless Communication Device**

1. The Officials/Department Heads shall make requests to the Wireless Communication Services Administrator for wireless communication services using ***Form W.1.2 "Wireless Communication Service Request"*** form.

2. The Wireless Communication Services Manager must fill out ***Form W.1.2 "Wireless Communication Service Request"*** form with the following information:

   a. Department name;

   b. Department's budget/expense account number;

   c. Wireless communication service type;

   d. Estimated amount of business use per month (in minutes);

   e. Number of wireless communication devices needed;

   f. Justification for wireless communication service; and

   g. Officials/Department Heads signature.

3 The Wireless Communication Services Administrator will submit the request to Commissioners Court with a recommendation.

4 Request for wireless communication services submitted by departments under Commissioners' Court must first be approved by the Commissioners' Court Executive Officer before being submitted to Commissioners' Court for approval.

5. The Wireless Communication Services Administrator shall obtain approval from Commissioners Court before authorizing wireless communication services.

6 Once approval is obtained, the department must prepare a purchase order for the full amount of the equipment and yearly service.

7 The purchase order should then be forwarded to the I.T. department for ordering of the equipment and service plan.

8 Once the cellular phone is received by the I.T. Department, the Officials/Department Heads must sign ***Form W.1.1 "Wireless Communication Agreement"***.

9 The cellular phone is assigned to the department.

3.05 **Departmental Responsibilities**

1. The department must maintain ***Form W.1.3 "Wireless Communication Daily Use Log" (the "log")*** for each wireless communication device it is issued. The log should include the following:
    a. The name and employee number of the employee who was issued wireless communication device;
    b. The reason why the wireless communication device was issued to the employee;
    c. The time the wireless communication device was issued out; and
    d. The time the wireless communication device was returned;
2. Ensures wireless communication devices are stored in a secure location while not in use; and
3. The department must periodically review the number and frequency of use of each wireless communication device to assess whether changes should be considered.

3.06 **Payment and Reconciliation**

1. Upon receipt of a wireless communication services provider billing statement, the Wireless Communication Services Administrator will upload invoices to the intranet for review by Officials/Department Heads, and employees.
2. Officials/Department Heads and employees will review the billing statements and immediately notify the Wireless Communication Services Administrator of billing errors, if any, via email.
3. Officials/Department Heads will verify that required information is entered on the ***Form W.1.3 "Wireless Communication Daily Use Log"*** by department users.
4. Officials/Department Heads will verify that personal use, if any, of a cellular telephone is kept to *de minimus* use.
5. Officials/Department Heads will ensure that a purchase order has been requested for the estimated amount of wireless communication service charges for the remainder of the year.
6. Wireless Communication Services Administrator will review invoices on a monthly basis to ensure:
    a. ***Form W.1.2 "Wireless Communication Service Request"*** form is on file for each wireless device listed on the invoice;
    b. Wireless devices and rate plans invoiced have been approved by Commissioners' Court;
    c. Charges for additional services (long distance, directory assistance, direct connect charges, text messaging and third party services, and equipment insurance protection) not included in the rate plans approved by Commissioners' Court are included in the invoices;

d. Sufficient funds exist in the applicable purchase orders for payment of the invoice.

7. Wireless Communication Services Administrator will communicate billing errors of inaccuracies immediately to the wireless services provider to ensure prompt resolution.
8. Wireless Communication Services Administrator and Officials/Department Heads will make every effort to ensure balances are paid in full each month (other than disputed charges).
9. Verification and reconciliation of invoices must be completed within 5 work days of receiving the invoice. Reconciled invoices shall then be forwarded to the County Auditor's Accounts Payable Section for payment by the time prescribed.

4.00 DISCIPLINARY ACTIONS FOR POLICY NON-COMPLIANCE

4.01 Non-compliance of the Wireless Communication Services Policy may result in the following disciplinary actions:

1. Cellular phone services privileges taken from employees;
2. Reimbursement to Hidalgo County for unauthorized use of a County issued cellular telephone;
3. Employee dismissal; or
4. Other disciplinary action at the Officials/Department Heads discretion.

AI-14567 **6.C.**

Status report on Old Adm. Bldg.

CC REGULAR

Date:	03/17/2009
Submitted By:	Angela Garcia, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Status report on the Old Administration Building Renovation project, to include the area designated for the District Attorney.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	03/13/2009 03:06 PM	APRV
2	Veronica Lopez	Veronica Lopez	03/13/2009 03:21 PM	APRV
3	Auditor's Office		03/13/2009 04:31 PM	NEW
Form Started By: Angela Garcia			Started On: 03/13/2009 02:50 PM	
Final Approval Date: 03/13/2009				

AI-14564 **6.D.**

Resolution Authorizing Tax Resale

CC REGULAR

Date:	03/17/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Resolution Authorizing Tax Resale

BACKGROUND

Fiscal Impact

Attachments

Link: Resolution

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	03/13/2009 03:05 PM	APRV
2	Roland Garcia		03/13/2009 04:31 PM	NEW
Form Started By: Monica Badillo			Started On: 03/13/2009 02:31 PM	
Final Approval Date: 03/13/2009				

LINEBARGER GOGGAN
BLAIR & SAMPSON, L.L.P.
Attorneys at Law
1726 W. UNIVERSITY DRIVE
EDINBURG, TEXAS 78539

(956) 383-4500
FAX: (956) 383-7820

February 4, 2009

TO:Mr.Hiram Gutierrez-Attorney at Law
Perdue, Brandon, Fielder, Collins and Mott, L.L.P.
400 N. McColl, Suite B
McAllen, Texas 78501

FROM: Jose M. Salazar-Senior Area Manager
Tax Sale/Resale Dept.

RE: Tax Resale Property

Our office received a bid of $110,000 on the property described as follows:

Tract 1: 1.61 acres, more or less, situated in the West 4.55 acres of Lot 8, Block 1, La Donna Resubdivision, Hidalgo County, Texas and described as "Tract 1" in deed dated March 9, 1994 from Wilman Monje toAlicia Osorio Lopez Monje, Recorded in Volume 2871, Page 53, Official Records of Hidalgo County, Texas, subject to an easement granted to the City of Donna in Document No. 778642, Official Records, Hidalgo County, Texas. (Account No. L0800-00-001-0008-01) and **Tract 2**: 0.05 acres, more or less, situated in the West 4.55 acres of Lot 8, Block 1, La Donna Resubdivision, Hidalgo County, Texas and described as "Tract 2" in deed dated March 9, 1994 from Wilman Monje to Alicia Osorio Lopez Monje, recorded in Volume 2871, Page 53, Official Records of Hidalgo County, Texas, subject to an easement described above in Tract 1. (Account No. L0800-00-2001-0008-05)

We would like for you to present this bid to the Hidalgo County Commissioners Court at their February meetings or at your earliest convenience. I have included with this request the resolution and analysis for these two tracts which are combined in one deed.

I appreciate your consideration on this matter and will wait for your response to this request.

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.

RESOLUTION AUTHORIZING TAX RESALE

WHEREAS, by Sheriff's Sale conducted on October 2, 2007, the property described below was struck-off to Donna Independent School District, Trustee, pursuant to a delinquent tax foreclosure decree of the 206th District Court, Hidalgo County, Texas, and

WHEREAS, the sum of $110,000.00 has been tendered by Javier Villalobos of Hidalgo County for the purchase of said property pursuant to Section 34.05, Texas Tax Code Ann. (Vernon, 1982);

NOW, THEREFORE, BE IT RESOLVED by the Commissioner's Court of Hidalgo County that its County Judge, Juan D. Salinas, III, be and he is hereby authorized to execute a tax resale deed on behalf of this district conveying to Javier Villalobos all of the right, title, and interest of Hidalgo County, and all other taxing units interested in the tax foreclosure judgment in the following described real property located in Hidalgo County, Texas

1.61 acres, more or less, and 0.05 of an acre, more or less, situated in the West 4.55 acres of Lot 8, Block 1, La Donna Resubdivision, Hidalgo County, Texas and described as "Tracts 1 and 2" in deed dated March 9, 1994 from Wilman Monje to Alicia Osorio Lopez Monje, Recorded in Volume 2871, Page 53, Official Records of Hidalgo County, Texas, subject to an easement granted to the City of Donna in Document No. 778642, Official Records, Hidalgo County, Texas. (Account No. L0800-00-001-0008-01) and (Account No. L0800-00-001-0008-05)

PASSED AND APPROVED this _____ day of _____, 2009.

_____

Juan D. Salinas, III
County Judge

ATTEST:

_____

County Clerk

AI-14572 **6.E.**

Order Prohibiting the Carrying of Concealed Handguns

CC REGULAR

Date:	03/17/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Constable Pct. #4:
Discussion, consideration and action on Order prohibiting the carrying of concealed handguns in county owned and/or leased properties/offices

BACKGROUND

Fiscal Impact

Attachments

Link: Order

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	03/13/2009 03:49 PM	APRV
2	Rosalinda Cantu	Rosie Cantu	03/13/2009 03:53 PM	APRV
3	Auditor's Office		03/13/2009 04:31 PM	NEW
Form Started By: Monica Badillo			Started On: 03/13/2009 03:37 PM	
Final Approval Date: 03/13/2009				

ORDER OF
COMMISSIONERS' COURT

Whereas, persons have entered county offices carrying concealed handguns; and

Whereas, for the public safety of persons conducting business with the County of Hidalgo and employees of the County of Hidalgo, the Commissioners Court of Hidalgo County considered the public safety of continuing to allow the carrying of concealed handguns on property of Hidalgo County.

NOW THEREFORE BE IT ORDERED in accordance with Section 411.203 of the Texas Government Code the carrying of a concealed handgun on the premises of any office or other property of Hidalgo County, Texas is prohibited.

BE IT FURTHER ORDERED that the Buildings and Grounds Department of Hidalgo County shall post signs, in English and Spanish, at each entrance of each Hidalgo County office, notifying the public of this Order.

PASSED, APPROVED and ORDERED this 17th day of March, 2009 by the Commissioners' Court of Hidalgo County, Texas.

_____
J.D. Salinas, III, Hidalgo County Judge

ATTEST:

_____
Arturo Guajardo, Jr. Hidalgo County Clerk

AI-14561 **6.F.**

Renewal of Letter of Engagement-Bond Counsel

CC REGULAR

Date:	03/17/2009
Submitted By:	Marty Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Hidalgo County

Information

CAPTION

Presentation for discussion, consideration, and action in connection with the renewal (as provided in the current agreement) for an additional one (1) with the Hon. Jesus "Chuy" Ramirez-Law Firm of Ramirez & Guerrero.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-415-30-115-021-0-333 & 339

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

BUDGETARY IMPACT:

Object 333 "Legal & Expert Witness" Available Balance as of 3-13-09 $64,285.32
Object 339 "Other Professional Services" Available Balance as of 3-13-09 $277,032.86

Attachments

Link: 561

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	03/13/2009 02:56 PM	APRV
2	Budget & Management	Veronica Lopez	03/13/2009 03:04 PM	APRV
3	Ivan Cantu	Ivan Cantu	03/13/2009 03:40 PM	APRV
4	Auditor's Office		03/13/2009 04:31 PM	NEW

Form Started By: Marty Salazar — Started On: 03/13/2009 02:01 PM

Final Approval Date: 03/13/2009

RAMIREZ & GUERRERO, L.L.P.
Attorneys at Law
600 E. Nolana, Suite 200
McAllen, Texas 78504
Phone: (956) 664-0007
Fax: (956) 664-1770

March 25, 2008

Hon. Juan De Dios Salinas
County of Hidalgo
100 E. Cano
Edinburg, Texas 78539

Re: Engagement of Bond Counsel

Honorable Judge Salinas:

We are pleased to submit to you a proposed agreement for Ramirez & Guerrero, L.L.P. to serve as Bond Counsel with respect to one or more series of obligations (including new money bonds, refunding bonds, personal property finance obligations and lease and lease purchase and installment purchase agreements) that the County of Hidalgo (the "Issuer") intends to issue, or may issue in the future, for the purposes, respectively, of construction of improvements, purchase of personal property and/or to refund or restructure its existing debt service or lease-purchase revenue bonds through a public facilities corporation (hereinafter referred to as the "Obligations"). When approved by you, this letter will become effective and will evidence an agreement between the Issuer and Ramirez & Guerrero, L.L.P., Bond Counsel. Our fees are billed only if the obligations are issued. Any out-of-pocket costs are reimburseable.

Basic Services

Bond Counsel will prepare, or assist the Issuer in the preparation of, all required legal documents and proceedings and will perform all other necessary legal work in connection with the Issuer's authorization, issuance and sale of each series of the Obligations. Our services as Bond Counsel will include the following Basic Services, which we will carry out directly or in concert with officials, staff, and consultants of the Issuer:

(1) Preparation of all notices (including notices of public meetings, notices and resolutions regarding reimbursement bonds and published notices), resolutions and orders (including those governing calling bond elections), resolutions and other legal proceedings necessary to authorize issuance of each series of the Obligations, and all other instruments which comprise the transcript of legal proceedings of the Issuer pertaining to the authorization, issuance and sale of each such series;

(2) Attendance of all meetings called or arranged by or on behalf of the Issuer or Issuer personnel (or their representatives) who are responsible for the issuance, sale and delivery of the Obligations, to the extent required or requested by such persons, to discuss the legal aspects of the Obligations, including but not limited to the sizing, timing or sale of each series of the Obligations;

(3) Consultation with Issuer officials and staff and the Issuer's financial advisors and independent auditors to review information to be included in the offering documents for each series of the Obligations;

(4) Preparation and submission, as required by law, of transcripts of legal proceedings pertaining to the issuance of each series of the Obligations to the Attorney General of Texas;

(5) Supervision of the printing of each series of the Obligations and the delivery thereof to the purchasers, including, if requested, solicitation of bids from bond printers under the direction of the President, the Superintendent or financial advisor or other Issuer personnel who are responsible for the issuance, sale and delivery of the Obligations, to obtain the lowest responsible printing costs for the Issuer;

(6) At the closing of each series of the Obligations, delivery of an approving opinion, based on facts and law existing as of its date, which shall be fully acceptable in the national public finance field, generally to the effect that such series has been duly issued, executed and delivered in accordance with the Constitution and laws of the State of Texas, that the Obligations of each series constitute valid and legally binding obligations of the Issuer secured by a lien on and pledge of, as appropriate, ad valorem taxes, revenues, or other available funds of the Issuer pledged to their payment in the respective Bond Order (subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws in effect from time to time relating to or affecting the enforcement of rights of creditors, and the Issuer) and that interest on such series of the Obligations is excludable from the gross income of the owners thereof for federal income tax purposes under then existing law; provided that after the closing we do not undertake to provide continuing advice concerning any actions necessary to assure that interest paid on the Obligations will continue to be excluded from gross income for federal income tax purposes; and

(7) Prior to and in connection with the closing of each series of the Obligations, preparation and delivery of a Tax Exemption and No-Arbitrage Certificate that will enable appropriate officials of the Issuer to comply with the arbitrage requirements of the Internal Revenue Code of 1986 as they affect the Obligations, including yield restrictions and rebate requirements.

Compensation

A base fee of $15,000 for up to $3,000,000.00 in principal amount of bonds;

$1,000 for every $1,000,000 from $3,000,000 to $20,000,000;

$750 for every $1,000,000 from $20,000,000 and above

Additional Services

In addition to the foregoing Basic Services, as Bond Counsel, Ramirez & Guerrero, L.L.P. is prepared to undertake the following Additional Services, as requested by the Issuer or Issuer's personnel who are responsible for the issuance, sale and delivery of the Obligations. Services rendered in connection with calling a bond election limited to preparing a bond election order, preparing an order for appointment of early voting and election personnel, preparing form notices of the election, preparing a letter request for pre-clearance under Section 5 of the Voting Rights Act, and providing advisory opinions to the Issuer related to calling and publicizing the election and to the appointment of early voting and election personnel will be billed at a flat fee of $3,000.00. The fee for any additional services which do not constitute direct bond counsel fees but are needed in connection with, resolving a legal issue, will be at an hourly rate of $200.00 or $175.00, depending on lawyer assigned.

The compensation for legal services stated herein will be contingent on the Issuer's sale of any bonds authorized for issuance.

Bond Counsel will be reimbursed for up to a maximum $1,000.00 of its reasonable and actual out-of-pocket expenses, such as the cost of reproduction of documents, out-of-town travel, long distance telephone, telegraph, telex and similar expenses, deliveries, and for the actual cost of all items paid for by Bond Counsel on behalf of the Issuer, incurred in connection with the performance of all services hereunder. All of the expenses of Bond Counsel will be reasonable and expenses which may exceed $1,000.00 will be subject to prior approval of the Issuer. The Attorney General filing fees and the costs of printing the bonds will be the responsibility of issuer.

Payment to Bond Counsel for all services shall be payable only out of the proceeds of the sale of each series of the Obligations and shall be contingent upon the sale and delivery of each series of the Obligations during the term of this agreement.

The term of this agreement shall be for one year from the date of its approval by the Issuer, but shall be automatically extended for successive one year terms unless the Issuer gives us notice of termination during the last month of any term. Additionally, the Issuer may at any time terminate this agreement by giving us 30 days written notice of termination.

No provision of this agreement shall be deemed to be an agreement or undertaking of any member of the Commissioners Court or any official or employee of the Issuer, and no such member, official or employee shall be personally liable in connection herewith or be subject to any personal liability or accountability by reason of the terms hereof.

If this proposed agreement for the services of Ramirez & Guerrero, L.L.P. as Bond Counsel is satisfactory, please evidence your acceptance and approval by executing two copies in the space provided below.

Sincerely,

RAMIREZ & GUERRERO, L.L.P.

By: _____
JESUS RAMIREZ

APPROVED AND ACCEPTED:

COUNTY OF HIDALGO

_____
Judge

_____
County Clerk

(SEAL)

AI-14380 **8.A.**

FY 2008 Chapter 59 Asset Forfeiture Report

CC REGULAR

Date:	03/17/2009
Submitted By:	Yolanda Orozco, EMERGENCY SERVICES DIVISION
Submitted For:	A.A. Tony Pena, Jr.
Department:	EMERGENCY SERVICES DIVISION
Agenda Category:	Emergency Services Division

Information

CAPTION

Fire Marshal Division:
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:

No Budgetary Impact for submitting report.

Attachments

Link: back-up

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	03/05/2009 11:28 AM	APRV
2	Roland Garcia	Rolando Garcia	03/05/2009 05:08 PM	APRV
3	Auditor's Office	Angela Garcia	03/06/2009 08:28 AM	APRV
4	Roland Garcia	Rolando Garcia	03/12/2009 07:29 AM	APRV
5	Auditor's Office		03/13/2009 04:31 PM	NEW

Form Started By: Yolanda Orozco — Started On: 03/05/2009 11:06 AM

Final Approval Date: 03/13/2009

FY 2008 Chapter 59 Asset Forfeiture Report
by Attorney Representing the State

Agency Name: HIDALGO COUNTY FIRE MARSHAL'S OFFICE

Reporting Period: 01/01/2008 TO 12/31/2008
(example: 9/1/07 - 08/31/08)

Agency Mailing Address: 2814 S. BUS. HWY 281
EDINBURG TX. 78539

County: HIDALGO
(If multi-county district, list all counties within jurisdiction)

Phone number: 956-318-2656

NOTE: PLEASE ROUND ALL DOLLAR AMOUNTS TO NEAREST WHOLE DOLLAR

I. Beginning Balance

A) Forfeited Funds ..... $ 0.00
Instructions: Include total amount of funds that have been forfeited to your agency and are on hand (in your agency's account or in your agency's possession) at beginning of 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., a police department's account.

II. Seizures, Petitions for Forfeiture, and Forfeiture Receipts during Reporting Period

A) Currency and Negotiable Instruments

1) Amount Seized by Employees of Your 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 by a peace officer employed by your agency.

2) Forfeiture Petitions Filed for all Agencies You Represent ..... $ 0.00
Instructions: Enter the total amount of seized funds subject to a forfeiture petition filed during the reporting period. Do not include amounts seized if petition has not been filed.

3) Amount Forfeited for all Agencies You Represent ..... $ 0.00
Instructions: Enter the total amount forfeited by all forfeiture judgements, including amounts forfeited to other agencies. Do not include judgments that are not yet final due to appeal or motion for new trial. Include interest that was forfeited as part of the judgment.

4) Amount Forfeited to and Received by Your Agency (Including Interest) ..... $ 0.00
Instructions: Do not include amounts forfeited but not yet received by your agency. Do not include amounts awarded to other agencies. Interest refers to the amount earned prior to forfeiture and distributed as part of the judgment of forfeiture.

5) Amount Returned to Defendants ..... $ 0.00
Instructions: Enter the total amount returned to Defendants.

6) Forfeitures Pending for all Agencies You Represent ..... $ 0.00
Instructions: Enter the total amount of seized funds at the end of the reporting period where a forfeiture petition has been filed but no final judgment has been entered. Include amounts subject to petitions filed in prior reporting periods. (This should be a currency amount, for example $1,000)

B) Other Property
Instructions: List the number of cases filed, pending, or disposed for the following categories. List as "pending" only cases where a petition was filed. List as "seized" only those seizures where the seizure affidavit required by Article 59.03 is sworn to by a peace officer employed by your agency. If property is sold list under "Proceed Received by Your Agency from Sale of Above-Listed Property" (see below) in the reporting year in which the proceeds are received. (These should be a number, for example 1, 2, 3 etc., not a currency amount).

Please Note: these should be a number, not a currency amount. For example: 4 pending, 3 seized, 12 new petitions, etc....	MOTOR VEHICLES (cars, motorcycles, tractor trailers, etc.)	REAL PROPERTY (houses, land, etc.)	COMPUTERS (Include computer and attached system components, such as printers and monitors as one item)	FIREARMS (Include only firearms seized for forfeiture under Chpt. 59. Do not include weapons disposed of under Chpt. 18)	OTHER
Pending for all agencies at beginning of reporting period:	0	0	0	0	0
Seized by your agency during reporting period:	0	0	0	0	0
New petitions filed for all agencies during reporting period:	0	0	0	0	0
Forfeited to your agency during reporting period:	0	0	0	0	0
Put into service by your agency during reporting period:	0	0	0	0	0
Pending for all agencies at end of reporting period:	0	0	0	0	0

C) Proceeds Received by Your Agency From Sale of Above-Listed Property ..... $ 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.

III. Forfeited Property and Proceeds Received from Another Agency
Instructions: Enter the total dollar amount (for proceeds) or total number of items (for property & other) 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.

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

Vehicles - (should be a number, not a dollar amount) ..... $ 0.00

Other - (should be a number, not a dollar amount) ..... $ 0.00

IV. Interest Earned on Forfeited Funds During Reporting Period ..... $ 0.00
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.

V. Interest Earned on Seized Funds During Reporting Period ..... $ 0.00
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.

VI. Expenditures

Instructions: List the total amount expended for each of the following categories. This category is ONLY for Chapter 59 expenditures - not for expenditures made pursuant to your general budget. 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.)	$ 0.00
Supplies (includes cellular air time, miscellaneous commodities etc.)	$ 0.00
Travel	$ 0.00
Training	$ 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, remodelling, maintenance fees, etc.)	$ 0.00
Miscellaneous Fees (account service charge, insurance, audit fees, witness fees, etc.)	$ 0.00
Other (attach additional sheets if necessary) (Other total)	$ 0.00

Description: 0 $: 0.00

Description: 0 $ 0.00

TOTAL EXPENDITURES..... $ 0.00

COUNTY JUDGE OR DESIGNEE: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

RETURN COMPLETED FORM TO:

renee.gray@oag.state.tx.us

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

AI-14445 **9.A.**

Approval to upgrade cell phones

CC REGULAR

Date:	03/17/2009
Submitted By:	Nelda Olivarez, HIDTA
Submitted For:	Rene Guerra, Criminal District Attorney
Department:	HIDTA
Agenda Category:	HIDTA - Task Force

Information

CAPTION

Discussion, consideration, and approval to upgrade the cell phones for the HIDTA Task Force Commander and Criminal Investigators.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1252-412-00-270-012-0-664

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

BUDGETARY IMPACT:

Available Balance as of 3-10-09 $5,931.06.

Attachments

Link: Quote

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	03/10/2009 07:07 AM	APRV
2	Ivan Cantu	Ivan Cantu	03/10/2009 07:56 AM	APRV
3	Auditor's Office		03/13/2009 04:31 PM	NEW
Form Started By: Nelda Olivarez			Started On: 03/09/2009 03:11 PM	
Final Approval Date: 03/13/2009				

Local Government QUOTATION

DIR-SDD-611

10 Upgrades - 1 New Line of Service

Quote Date: 1/16/2009
Quote Expires: 15-Feb

Tax Exempt Number
Account Number 736919816
Name of Account Hidalgo County HIDTA Task Force
POC for billing Chris Yates
Bill to address 3100 S. Closner - Foxtrot Building

City ST Zip Edinburg, TX 78539
Tel # for billing purposes 956-457-1762
Fax # for billing purposes 956-381-8722

POC for shipping Chris Yates
Ship to address 3100 S. Closner - Foxtrot Building

City ST Zip Edinburg, TX 78539
Tel # for shipping purposes 956-381-8722
Fax # for shipping purposes
POC e-mail address cyates@hidtataskforce.com

Purchase Order #
Credit Card Info
Credit Card #
Expires on

		Voice Service		
Rate Plan	*Quantity*		*MRC*	*Total Cost*
Blackberry Unlimited Email & Web		3	$39.99	$119.97
Business Essentials 1000		1	$46.19	$46.19
Monthly Recurring Cost				$166.16
Local/State Discount (Included)				
Total Additional MRC	2 plan upgrades, 1 new line w/voice & data plan			**$166.19**
Optional Services				
Total Equipment Protection		0	$7.00	$0.00
Shipping Cost		0	$0.00	$0.00
Activation Cost		0	$0.00	$0.00

Equipment Prices & One Time Charges			
(TX DIR CONTRACT FLAT RATE)			
RIM Blackberry Curve 8350i (QTY 3)	$149.99/each (Flat Rate) (PROMO *$50 discount per line if purchased by 2/15/09)	$99.99/each (w/Promo)	$299.97
Motorola i580 (QTY 8)	$99.99/each (Flat Rate) (PROMO *$50 discount per line if purchased by 2/15/09)	$49.99/each w/Promo]	$399.92
Motorola Surveylence Headset Kit (NNTN5211)	$59.99/each (MSRP) (Qualifiies for 20% Discount)	$47.99/each w/Discour	$527.91
Total Equipment One Time Charges			**$1,227.80**

Sales Rep:
Robert Hahn - Sprint Nextel Public Sector Sales
Rio Grande Valley
956-227-8642
robert.hahn@sprint.com

GOVERNMENT CUSTOMERS PLEASE NOTE:
When considering fund allocations, be aware of additional charges that may apply.
A Universal Service Fund Fee, E911 surcharge and Federal Number Pooling Surcharge apply to ALL subscribers including the Federal Government. These fees are approximately 4% of the total monthly recurring charges as well as interstate calls (long distance) and interstate toll calls. (Universal Service Fund-to fund school programs, libraries and rural health care providers) and E911 (to fund build out of 911 wireless services) ****these fees are subject to change at any time****

411 Charges $1.40 per call, connected at no additional charge – airtime charged apply) ***note, this charge is subject to change***

Off network roaming charges may also occur.

Overage Charges - Voice (based on rate plan that is chosen)	$ 0.40 cents per minute
Casual Data Usage Charge	$ 0.02 cents per kilobyte

AI-14418 **10.A.**

Engineering Svcs. - Street Imp project - Pct. 4 area

CC REGULAR

Date: 03/17/2009
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Category: Urban County

Information

CAPTION

The Urban County Program is requesting approval of a best and final negotiated contract with J.E. Saenz & Associates, Inc. in the amount of $45,896.40 utilizing Year 19 (2006) funds for a Street Improvements Project for the Hidalgo County Precinct No. 4 area.

BACKGROUND

J.E. Saenz & Associates, Inc. has submitted a best and final offer for professional engineering services for the reconstruction of Uresti Road and Sunflower Street, located within Hidalgo County Precinct No. 4.
J. E. Saenz & Associates, Inc. was the highest rated firm by Commissioner's Court. Contract approval in the amount of $45,896.40 is being requested. (See attached scope of services and project cost estimates).

Contract Amount	$45,896.40
Funds Available	$86,078.58 (2006-FY 19)

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** Urban County funds
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Urban County funds will be used for this project.

Contract Amount: $45,896.40
Funds Available: $86,078.58 (2006- FY 19 Street Improvement funds)

Attachments

Link: contract - Street proj.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	03/09/2009 07:36 AM	APRV
2	Veronica Lopez	Veronica Lopez	03/10/2009 12:11 PM	APRV
3	Auditor's Office		03/13/2009 04:31 PM	NEW

Form Started By: Estella Webber

Started On: 03/06/2009 03:40 PM

Final Approval Date: 03/13/2009

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

5006-94-0311-5000-9400-UCP-GVG

Professional Services Agreement

This Agreement, entered into this **17th day of March, 2009** by and between Hidalgo County, a political subdivision of the State of Texas, joined by the **Hidalgo County Precinct No. 4,** (hereinafter called the "Party") and **Jose E. Saenz** duly authorized Engineer, herein acting by **J.E. Saenz & Associates** (hereinafter called the "Engineer").

WITNESSETH THAT:

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

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

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

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

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

SECTION I
EMPLOYMENT OF THE ENGINEER

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

SECTION II
BASIC SERVICES OF THE ENGINEER

The Engineer shall perform the following Basic Services in connection with the proposed **Street Improvement Project** Account(s) **5006-94-0311-5000-9400-UCP-GVG.** *(See Exhibit A)*

2.1 Preliminary Phase

a. Attend preliminary conferences with the Party and, if requested, with the funding agency and other government agencies or interested parties regarding the project.

b. As may be required, comply and receive the Party and the funding agencies approval on all work.

c. Prepare preliminary engineering plans on the Project in sufficient detail to indicate clearly the problems involved and solutions recommended with the cost estimates.

d. Obtain the Party's approval of the work of this Preliminary Phase before proceeding with the next phase.

2.2 Design Phase

a. Attend the respective Party's meetings as requested for the purpose of explaining completed design work activities.

b. Advise the Party of any soil investigations or tests which, in the opinion of the Engineer, maybe required for the proper execution of the Project.

c. Provide all field information and surveys required for the design of the Project.

d. Plot field data and other survey information for the design of the Project.

e. Prepare detailed plans specification and contract documents and drawings (reproducible tracings) for construction authorized by the Party.

f. Furnish, if requested, the engineering data necessary for the Party to obtain permits required by local, state, and federal authorities.

g. Prepare cost estimates of authorized construction, based on prices for work. If such estimated costs exceed the monies available, the Party shall be consulted so that revisions can be made to reduce the cost as required.

h. Prepare all documents required for the advertisement and bidding of the Project in cooperation with the Party's staff.

i. Preparation of property or easement descriptions.

2.3 Construction Phase

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

a. Assist the Party in opening and tabulating bids for the construction of the Project, and advise the Party in establishing the procedure for entering into construction phase.

b. Prepare the formal Contract Documents for the Contractor.

c. Make periodic visits to the site as required pursuant to the standards of Professional Engineers on projects of this nature, provide project construction supervision, to observe the progress and quality of the executed work and to determine if the work is proceeding in accordance with the contract documents.

d. Consult and advise with the Party and issue all instructions and Change Orders to the Contractor requested by the Party.

e. During the progress of actual construction, Engineer will keep the Owner informed with brief and concise information. A monthly progress report will be prepared which will give the Party a quick glance at the Project insofar as monies spent, construction time elapsed, percent of Project completed, a brief narrative of what problems have been encountered and the anticipated completion date.

f. Review shop and working drawings furnished by Contractors for general compliance with design concept and with information given in contract documents.

g. Review and provide a recommendation concerning samples, catalog data, schedules, shop drawings, laboratory, shape and mill tests of material and equipment and other data which the Contractor is required to submit, in compliance with the Contract Documents.

h. Prepare monthly and final estimates for payments to Contractors.

i. Upon receipt of notification by the Party that the work has been completed, the Engineer shall accompany the Party on the Final Inspection to assure that the total work has been completed in accordance with the Contract Documents.

J• Prior to the Party's dispersal of any retainage of funds, render a written opinion to the Party that the construction has been completed according to the Contract Documents and provide the Party with a certificate of completion and release of liens documents from subcontractors.

k. Provide the Party with sepia copies of as-built drawings of the constructed improvements, when 3

requested.

1. The Engineer will be responsible for interim and final inspection.

m. Furnish to the Party of **Hidalgo County Precinct No. 4** Four (4) sets of plans and four (4) sets of specifications and contract documents.

SECTION III
ADDITIONAL SERVICES OF THE ENGINEER

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

3.1 Services of a Resident Project Representative, and other field personnel as required, for on-the-site observations of construction, other than periodic visits covered in Section 2.3a herein.

3.2 Detailed mill, shop and/or laboratory inspection of materials or equipment.

3.3 Major revision of Contract drawings as distinguished from modifications due to change orders, modifications to reduce the cost of the project or modifications requested to meet federal, state, or local regulations.

SECTION IV
REIMBURSABLE EXPENSES

4.1 Travel and subsistence required for the Engineer and authorized by the Party to points other than within the County and Project site.

4.2 Additional copies of reports and specifications over six (6) copies and additional prints of drawings over six (6) copies.

4.3 Reimbursable expenses as provided in Section IV herein shall be paid to the Engineer on the basis of 1.1 times the Engineers actual cost.

SECTION V
THE PARTY'S RESPONSIBILITIES

The Party will:

5.1 Provide full information as to requirements for the Project.

5.2 Assist the Engineer by providing all available information pertinent to the Project including reports and any other data relative to design and construction of the Project.

5.3 Furnish the Engineer services or data as required such as appropriate professional interpretations 4

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

5.4 Guarantee access to and make all provisions for the Engineer to enter upon public and private property as required for the Engineer to perform his services under this Agreement.

5.5 Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the Engineer.

5.6 Pay for all costs incident to advertising and obtaining bids or proposals from Contractors.

5.7 Provide such legal and accounting services required to discharge the Party's responsibility under the terms of this Agreement and any Agreement with any governmental agency as may be required for the project, and such auditing services as the Party may require to ascertain how or for what the purpose any Contractor has used the monies paid to him under the construction contract.

5.8 Give prompt written notice to the Engineer whenever the Party observes or otherwise becomes aware of any defect in the Project.

SECTION VI
PAYMENTS TO THE ENGINEER

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

6.1 The Engineer shall be paid a total fixed amount of **$45,896.40** for services rendered under this contract. Payment shall be based on request for reimbursements with documentation requested by the Party. The Engineer's fee shall be due and payable as outlined in Sections 6.2, 6.3, and 6.4 as follows.

6.2 At Engineer's completion and Party's approval of the Engineer's services under the Preliminary Phase, Section II of this Agreement, Party shall pay a maximum of 15% of the sum set forth in Section 6.1 above.

6.3 At Engineer's completion and Party's approval of the Engineer's services under the Design Phase, Section II of this Agreement, Party shall pay a maximum of 60% of the sum set forth in Section 6.1 above.

6.4 At Engineer's completion and Party's approval of the Engineer's services under the Construction Phase, Section II of this Agreement, Party shall pay a maximum of 25% of the sum set forth in Section 6.1 above. Such sum to be paid periodically proportionately to the percentage of construction completed by the Contractor as determined by Engineer's reports.

6.5 For Additional Services as provided in Section III herein the Engineer shall be paid a sum of 1.1 times the Engineer's actual cost for such services.

SECTION VII
OWNERSHIP OF DOCUMENTS

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

SECTION VIII
TERMINATION

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

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

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

SECTION IX
COUNTY AND CITY OFFICIALS

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

SECTION X
SUCCESSORS AND ASSIGNS

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

SECTION XI
TIME OF PERFORMANCE

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

SECTION XII
VENUE

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

SECTION XIII
CHANGES

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

SECTION XIV
COMPLIANCE WITH LOCAL LAWS

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

SECTION XV
ASSIGNABILITY

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

SECTION XVI
GENERAL

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

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

a. Title VI of the Civil Rights Act - requires that no one may be denied access to benefits from projects which receive federal assistance.

b. Section 109 of the Housing and Community Development Act of 1974 - Nondiscrimination related to benefits from projects funded specifically under Title I of the Act.

c. Section 3 of the HUD Act of 1968 - requires that maximum effort be made to provide employment, training, and business opportunities to low income families and/or residents of the project area.

d. The Engineer shall give the United States Department of Housing and Urban Development, the Inspector General, the Comptroller General of the United States, the Auditor of the State of Texas, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by Engineer pertaining to this Agreement. Such rights to access shall continue as long as the records are retained by Engineer. Engineer agrees to maintain such records in an accessible location for a period of three (3) years.

e. Executive Order 11246 (paragraph a-c for contracts under $10,000; paragraphs a-g for contracts over $10,000) - Equal Employment Opportunity.

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

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

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

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

SECTION XVII INSURANCE

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

17A A comprehensive automobile liability policy covering liability exposure to bodily injury and property damages. The Engineer shall furnish Party Certificates of Insurance showing the comprehensive automobile liability insurance policies to be in effect, commencing when Engineers commence operations under this Agreement, in the sum of $300,000 for bodily injury and $100,000 for property damages.

17.2 Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

17.3 A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability Insurance Policy providing additional coverage to all underlying liabilities of County consistent with potential exposure of County under the Texas Tort Claims Act;

17.4 Workers Compensation Insurance in amount established by Texas law, under the bidder is specifically exempted from the Texas Worker's Compensation Act, Texas Labor Code Chapter 401, et. seq.

17.5 All insurance policies must be written by an insurance company or companies acceptable to the Party.

SECTION XVIII
WARRANTY

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

SECTION XIX
EFFECTIVE DATE

The effective date of this contract shall be **17th day of March, 2009.** Such date being the date the County Commissioners' Court approved entering into contract with Engineer.

This Agreement is hereby approved this____ day of _____, 2009.

_____

Engineer Signature

Firm Name: **J.E. Saenz & Associates**

Address: **5211 East Wisconsin Road**

City/ST/ZIP: **Edinburg, Texas 78539**

FED ID #ISS #: **74-2741752**

STATE OF TEXAS
COUNTY OF HIDALGO

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

_____ _____
My commission Expires Notary Public State of Texas

Urban County Program

_____ _____
Witness **Diana R. Serna, UCP Director**

EXHIBIT "A"
HIDALGO COUNTY PRECINCT 4
YEAR 18 STREETS IMPROVMENTS

(Sunflower Road between Mile 17 and Mile 17 ½
Uresti Road between FM 2812 and Mile 20)

SCOPE OF SERVICES

- Conduct a topographic survey of the project area.
- Generate plans and profiles for the proposed project.
- Generate Bid Documents for the proposed project.
- Assist the County to advertise and put out for Bid the proposed project.
- Conduct a Pre-Bid meeting before Bids are submitted.
- Assist the County to open bids and provide a Bid Tabulation for the review.
- Make a recommendation to the County for Award of Contract.
- Conduct a Pre-construction meeting before construction begins.
- Provide by monthly site visits to monitor progress.
- Review pay requests and make recommendation for action.
- Administer the project closeout on behalf of the County, including testing observation, documentation, etc.
- Generate As-Built plans for the County upon project completion.
- If approved, JES will also provide Construction Observation Services (RPR) for the duration of the project.
    - Daily site visits and coordination with Contractor

POST OFFICE BOX 3293
EDINBURG, TEXAS 78540
www.jesaenz.com

(956) 383-2984 TEL
(956) 383-3736 FAX
info@jesaenz.com

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

Oscar L. Garza, Jr.
County Commissioner, Pct. No. 4

1102 N. Doolittle Rd.
Edinburg, Texas 78541
Office (956) 383-3112

March 05, 200

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

Re: Yr 18 St. Improvement Projects (Sunflower & Uresti Rds) Engineer Selection

Dear Diana:

Attached is the best and final offer from the firm of J.E. Saenz & Associates, Inc. for the above mentioned projects. Hidalgo County Precinct 4 consents and accepts said offer.

Please prepare item for presentation on the next available Commissioners' Court meeting.

Should you require additional information feel free to contact me at (956)383-3112.

Sincerely,

Gloria A. Beltran

Gloria Ann Beltran
Precinct #4 Executive Assistant

MAR 4 2009

Post-it® Fax Note 7671	Date 3/5/09	# of pages ▶ 2up
To Lupita	From Gloria	
Co./Dept. UCP	Co. Pct 4	
Phone #	Phone #	
Fax #	Fax #	

J.E. SAENZ & ASSOCIATES, INC.
ENGINEERS ■ SURVEYORS ■ PLANNERS
CONSTRUCTION MANAGERS ■ GEOGRAPHICAL INFORMATION SYSTEMS

March 4, 2009

Dianna Serna
Hidalgo County Urban County Program
1916 Tesoro Blvd.
Pharr, Texas 78577

Re: Engineering Proposal
(Uresti Road and Sunflower Road)
Year 18 Street Improvements

Mrs. Serna,

Attached, please find our probable cost for the total street reconstruction for the above mentioned project. After meeting with Hidalgo County Precinct #4, the estimates were revised due to the fact that Hidalgo County Precinct #4 would provide their own manpower and services to construct the proposed roads.

The first estimate (higher) shows the probable cost for street construction if advertised and constructed by a local construction company. The second estimate (lower) shows the cost of materials the Precinct will be utilizing at their reduced price; this does not include construction cost using their manpower, machinery, hauling and/or fuel cost. As can be noted there is a great difference between the two cost estimates, for this reason we have included both estimates to clarify our engineering fees.

Our engineering fees are approximately 8% of the total reconstruction cost of the project in the amount of $45,896.40. This is our best and final offer. Should you have any questions or concerns please feel free to contact our office at (956) 383-2984.

Respectfully Submitted,

Jose "Eddie" Saenz, P.E.
President

JES/fq

F:\JESAENZ\ENGPROJS\ENG2008\ENG 08 010\Misc. Documents\Hidalgo County Letter.doc

POST OFFICE BOX 3293
EDINBURG, TEXAS 78540
www.jesaenz.com

(956) 383-2984 TEL
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info@jesaenz.com

Project Name: Sunflower Road. (Mi.17 to Mi.171/2) **STATEMENT OF PROBABLE COST**

Project Number: ENG. 08.010 **Page 1 of 1**

22' B/B

2640 L.F. OF RECONSTRUCTION

Paving And Drainage

ITEM #	DESCRIPTION	QUANTITY		UNIT COST	AMOUNT
1	1 1/2" HMAC PAVEMENT, TYPE "D"	6,455	S.Y.	$9.00	$58,095.00
2	8" COMPACTED CALICHE BASE	7,040	S.Y.	$7.50	$52,800.00
3	6" COMPACTED SUBGRADE PREP. W/LIME	7,040	S.Y.	$6.00	$42,240.00
4	4% LIME TREAMENT FOR BASE COURSE (ROADMIX)	49	TONS	$200.00	$9,800.00
5	15" CORRUGATED PIPE	80	L.F.	$60.00	$4,800.00
6	DRVWYS (CONC PAV)	100	S.Y.	$28.00	$2,800.00
7	EROSION CONTROL	1	L.S.	$5,000.00	$5,000.00
8	TRAFFIC CONTROL	1	L.S.	$6,000.00	$6,000.00
				SUB TOTAL:	**$181,535.00**

I. TOTAL ESTIMATED COST

1) CONSTRUCTION	$181,535.00
2) 10 % CONTINGENCY	$18,153.50
3) ENGINEERING	$14,141.60

TOTAL: $213,830.10

Project Name: Ureste Road. (N. 83 rd)

Project Number: ENG. 08.010

STATEMENT OF PROBABLE COST

22' B/B

5280 L.F. OF RECONSTRUCTION

Paving And Drainage

ITEM #	DESCRIPTION	QUANTITY		UNIT COST	AMOUNT
1	1 1/2" HMAC PAVEMENT, TYPE "D"	12,910	S.Y.	$9.00	$116,190.00
2	8" COMPACTED CALICHE BASE	14,080	S.Y.	$7.50	$105,600.00
3	6" COMPACTED SUBGRADE	14,080	S.Y.	$6.00	$84,480.00
4	4% LIME TREAMENT FOR BASE COURSE (ROADMIX)	97	TONS	$200.00	$19,400.00
5	15" CORRUGATED PIPE	240	L.F.	$60.00	$14,400.00
6	DRVWYS (CONC PAV)	300	S.Y.	$28.00	$8,400.00
7	EROSION CONTROL	1	L.S.	$8,000.00	$8,000.00
8	TRAFFIC CONTROL	1	L.S.	$10,000.00	$10,000.00
				SUB TOTAL:	**$366,470.00**

I. TOTAL ESTIMATED COST

1) CONSTRUCTION	$366,470.00
2) 10 % CONTINGENCY	$36,647.00
3) ENGINEERING	$31,754.80

TOTAL: $434,871.80

J.E. Saenz & Associates, Inc.

2/5/2009

Project Name: Ureste Road. (N. 83 rd)

STATEMENT OF PROBABLE COST

Project Number: ENG. 08.010

22' B/B

5280 L.F. OF RECONSTRUCTION

Paving And Drainage

ITEM #	DESCRIPTION	QUANTITY		UNIT COST	AMOUNT
1	1 1/2" HMAC PAVEMENT, TYPE "D"	1,200	TONS	$45.00	$54,000.00
2	8" COMPACTED CALICHE BASE	5,400	TONS	$1.75	$9,450.00
3	15" CORRUGATED PIPE	240	L.F.	$60.00	$14,400.00
4	DRVWYS RECONSTRUCT TO ORIGINAL CONDITION	300	S.Y.	$7.50	$2,250.00
				SUB TOTAL:	**$80,100.00**

I. TOTAL ESTIMATED COST

1) CONSTRUCTION $80,100.00
2) ENGINEERING $31,754.80

TOTAL: $111,854.80

NOTE:
**** EROSION & TRAFFIC CONTROL SHALL BE PROVIDED BY OWNER (COUNTY) DURING CONSTRUTION.**

$80,100.00 Reflects Cost based on Pct #4 employees doing work in-house. ggarcia. Does not include Hauling Materials

As per Mr Barco 3/4/09 the Engineers fees is based on Complete project Cost estimate should it be bid out. Not only on work done by Pct. #4 fees have been approved by Commissioner Garza and agreed upon by Mr. J.E. Saenz & Mr. Barco.

3/4/09

Project Name: Sunflower Road. (Mi.17 to Mi.171/2) **STATEMENT OF PROBABLE COST**

Project Number: ENG. 08.010 **Page 1 of 1**

22' B/B

2640 L.F. OF RECONSTRUCTION

Paving And Drainage

ITEM #	DESCRIPTION	QUANTITY		UNIT COST	AMOUNT
1	1 1/2" HMAC PAVEMENT, TYPE "D"	600	TONS	$45.00	$27,000.00
2	8" COMPACTED CALICHE BASE	2,700	TONS	$1.75	$4,725.00
3	15" RCP PIPE	80	L.F.	$60.00	$4,800.00
4	DRVWYS RECOSNTRUCTION TO ITS ORIGINAL COND.	100	S.Y.	$7.50	$750.00
				SUB TOTAL:	**$37,275.00**

I. TOTAL ESTIMATED COST

1) CONSTRUCTION	$37,275.00
2) ENGINEERING	$14,141.60
TOTAL:	**$51,416.60**

NOTE:
**** EROSION & TRAFFIC CONTROL SHALL BE PROVIDED BY OWNER (COUNTY) DURING CONSTRUCTION.**

AI-14494 **10.B.**

Contract cancellation - Home Rehab prog.

CC REGULAR

Date: 03/17/2009
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Category: Urban County

Information

CAPTION

Requesting approval to rescind previous action taken on May 27, 2008 for bid award and contracts for the demolition and the reconstruction of one (1) unit in the Countywide area in the amount of $38,448.00 to R & R General Contractors.

BACKGROUND

Due to unforeseen circumstances related to flood zone requirements the project triggered a change order. However, the change order amount exceeds the allowed Hidalgo County Purchasing Policies and Procedures Section 7.05, which states, "…the original contract price may not be increased by more than twenty-five percent (25%)". As a result, the Urban County Program is recommending cancellation of contracts, thereby allowing re-bidding of the project.

APPLICANT	CASE NUMBER	CITY	FUNDING YR.	LOCATION OF PROPERTY
Victor & Francisca Hernandez Reconstruct Deferred - Elderly	CW 85-08-01	Countywide Pct. # 1	HOME 2007	A tract of land containing (0.53) of an acre, and being a part of Lot 14, Section 260 of the TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY of land in Hidalgo County, Texas.

Fiscal Impact

Attachments

Link: cancellation letter
Link: Purchasing- 7.05

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	03/11/2009 02:18 PM	APRV
2	Veronica Lopez	Veronica Lopez	03/11/2009 03:10 PM	APRV
3	Auditor's Office		03/13/2009 04:31 PM	NEW

Form Started By: Estella Webber Started On: 03/11/2009 01:50 PM

Final Approval Date: 03/13/2009

R&R General Contractors
P.O. BOX 269
SEBASTIAN, TEXAS 78594
HRINCONES@AOL.COM
956-571-8394

3-09-09

Steve De La Garza
Hidalgo County CDBG Program
Pharr, Texas

Dear Steve,

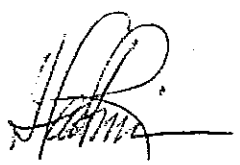
I am glad this project is finally coming to fruition. We have spent an awful lot of time on this project. It has almost become a "pro-bono" project. I am sure the owner is glad it is finally going to get done.

After reviewing the engineer's report and new specifications, the following is the work that will need to occur before the foundation work is initiated:

- Re-direct water line to property owner's current living quarters
- Remove two trees on site and dispose of tree trunks
- Remove/demolish cistern and haul off concrete debris
- Remove concrete pad (30' x 8') and haul off concrete
- Remove existing dirt pad and haul off dirt
- Prepare pad area, per specifications, for delivery and compaction of new dirt
- Haul in dirt and compact dirt per specifications
- When house is almost completed longer ramp as per specifications
- Construct railing to ramp
- Add a small concrete pad for outside A/C unit
- Because of slope around house, we are recommending bringing in top soil and hydro mulching around house to control erosion. This is not in the specifications.

The cost for the above mentioned work will be $29,950. I want to emphasize two things. One, this is not a normal situation where engineering specification must be followed to construct a small house. Two, the cost to remove dirt and the compaction stage of the new pad is a major part of this project. Again, these are not normal items in constructing similar homes.

We are will wait for your notice to proceed.



7.04. **Selection of successful bidder.**

7.04.01. In competitive bidding, informal bids or proposals, the evaluation of the bids and proposals and the selection of vendors shall be done with the view to obtain the best value for the money spent. The vendor selected shall be responsible bidder who submits the lowest and best bid.

7.04.02. The Purchasing Agent shall present the bids to the Commissioners Court at a meeting at the Commissioners Court.

7.04.03. In the event two (2) responsible bidders submit the lowest and best bid, the Commissioners Court shall decide between the two (2) by drawing lots in a manner prescribed by the County Judge or reject all bids and publish a new notice.

7.04.04. No contract shall be awarded to a bidder who is not the lowest dollar bidder meeting the specifications unless, before the award, each lower bidder is given notice of the proposed award and is given an opportunity to appeal before the Commissioners Court and present evidence concerning the lower bidder's responsibility.

7.04.05. In the event the Alternative Competitive Proposal Procedure or Alternative Multistep Competitive Proposal Procedure are utilized, as provide in Procedure 7.02.06, the lowest responsible bidder selected in accordance therewith may be determined through negotiation with parties submitting proposals.

7.04.06. In the event that information on costs of the repair, maintenance or repurchase of earth-moving, material-handling, road maintenance or construction equipment is requested in a bid notice or specifications, such information can be considered by the Commissioners Court in selecting the most responsible bidder.

7.04.07. In considering the purchase of road construction materials, the location for pickup and delivery, and the cost to the County for hauling or delivering the materials may be considered in selecting the most responsible bidder.

7.04.08. Multiple contracts may be awarded for the purchase of road construction materials if more than one bidder submits the lowest and best bid or a particular type or location of material.

7.05. **Changes in plans and specifications.** When there are changes in plan specifications or proposals after a contract is made or if it becomes necessary to increase or decrease the quantity of items purchased, the Commissioners Court may make those changes; provided, however, the total contract price may not be increased unless the cost of the change can be paid from available funds. If a change order involves an increase or decrease in cost of Fifteen Thousand Dollars ($15,000.00) or less, the Commissioners Court may grant general authority to an employee to approve the change orders; provided, however, that the original contract price may not be increased by more the twenty-five percent (25%) unless the change order is necessary to comply

with a federal or state statute, rule, regulation, or judicial decision enacted, adopted, or rendered after the contract was made. The original contract price may not be decreased by eighteen percent (18%) or more without the consent of the contractor.

VIII. Non-bid Purchases

8.01. **Purchases Under Delegated Authority**. For purchases, the authority for which is delegated under Article V hereof:

8.01.01. An authorized person submits a Form HCPD-01 to Purchasing, together with the invoice for the goods or services acquired. *Note: the completed requisition must be completed and dated prior to the purchase being made, but need only be submitted to Purchasing once the purchase is completed.*

8.01.02. Purchasing checks the Requisition in accordance with Procedure 6.04.01, and forwards it to the County Judge, along with a PO for approval. After the approval of the County Judge, the Requisition and PO are forwarded to the County Auditor payment. It is the Department's responsibility to confirm, in advance, that there is budget authorization and a sufficient unincumbered budget balance to cover the purchase, and to request a budget amendment or line item transfer if necessary.

8.01.03. When an emergency occurs outside of regular office hours, a County official or department head may release a verbal order to the vendor and then complete and submit a Requisition to Purchasing with a written explanation of the emergency.

8.01.04. When a purchase is made under this procedure without proper budget authority, the cost of the purchase shall be the personal responsibility of the highest-level person ordering/approving such purchase within the requesting department.

8.01.05. The Purchasing Department shall periodically review purchases made under this procedure for repetitive, component or sequential purchases are being made in violation of the competitive bidding laws and these Policies.

8.02. **Non-Delegated Purchases Not Exceeding $5,000.00.**

8.02.01. An authorized person shall complete a Form HCPD-01 which shall include the listing of at least three (3) potential suppliers, together with verbal or telephone quotations from such suppliers. Vendors who are located throughout the County and state should be contacted. A record of all quotations (written or taken by telephone) shall be maintained. The list of vendors contacted should be rotated so that over time, all vendors are contacted approximately equally.

8.02.02. The Requisition is processed in the normal manner and submitted to Purchasing.

AI-14488 **10.C.**

Dispose of CDBG Records (Yrs.1991-1997)

CC REGULAR

Date:	03/17/2009
Submitted By:	Hilda Bazan, URBAN COUNTY
Submitted For:	Hilda Bazan
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Requesting authorization to dispose of Community Development Block Grant records for Program Years 1991 thru 1997.

BACKGROUND

The San Antonio Housing & Urban Development regional office notified all administrative entities within the region that it had disposed of all CDBG records for Fiscal years 1991 thru 1997. Federal regulations governing record retention require the County to maintain pertinent records for a period of 3 years from the date of closeout. This requirement has been met.

On March 15, 2005 the County Commissioners' Court approved Urban County Program to dispose records for years 1988-1991.

(See Attachments)

Fiscal Impact

Attachments

Link: Attachment

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	03/11/2009 01:31 PM	APRV
2	Veronica Lopez	Veronica Lopez	03/13/2009 10:24 AM	APRV
3	Auditor's Office		03/13/2009 04:31 PM	NEW

Form Started By: Hilda Bazan — Started On: 03/11/2009 12:38 PM

Final Approval Date: 03/13/2009

City of Alamo	Activity Description	Year
	Parks, Recreational Facility	1994
	Youth Centers	1994
	Palmer Drug Abuse/Substance Abuse Services	1995
	Rehabilitation: Single Unit Residential	1995
	Youth Services	1995
	Street Improvements	1996
	Acquisition of Real Property	1996
	Flood Drain Improvements	1996
	Parks, Recreational Facility	1996
	Water/Sewer Improvements- Water Plant	1996
	Street /mprovements	1996
	Youth Services	1996
	Single Unit Rehab	1996
	General Administration	1996
	Youth Services	1997
	Youth Services	1997
	Youth Services	1998
	Rehab	1997
	Youth Services	1997
	Fire Station Equipment	1997
	Streets	1997
	Flood Drainage	1997
	Parks, Recreational Facility	1997

	Section 108	1999
	Water/Sewer Improvements	1998
	General Administration	1998
	Youth Services	1998
	Planning	1998
	Parks, Recreational Facility	1988
	Rehab Single Unit	1998
	Fire Station Equipment	1999
	Youth Centers	1999
	Youth Centers	1999
	Parks, Recreational Facility	1999
City of Alton	Activity Description	Year
	Fire Station Equipment	1992
	General Administration	1993
	Public Services / Senior Services	1992
	Street Improvements	1996
	General Administration	1996
	Planning	1996
	Youth Services	1996
	Parks, Recreational Facility	1996
	Fire Station Equipment	1996
	Water/Sewer Improvements	1996
	Street Improvements	1996
	Street Improvements	1996
	Parks, Recreational Facility	1997
	Land Acquisition	1997

City of Donna	Activity Description	Year
	Water/Sewer Improvements	1993
	Street Improvements	1994
	Street Improvements	1994
	General Administration	1995
	Planning	1995
	Street Improvements	1995
	Parks Recreational Facility	1996
	Senior Services	1997
	Street Improvements	1997
	Comm. Industrial Improvements	1997
	Parks, Recreational Facility	1997
	Battered & Abused Spouses	1997
	Water/Sewer Improvements	1997
	Neighborhood Facility (2)	1997
	General Administration	1997
City of Edcouch	Activity Description	Year
	Youth Services	1992
	Flood Drainage	1992
	Direct Economic Development	1992
	Street Improvements	1992
	Street Improvements	1993
	Water/Sewer Improvements	1993
	Water/Sewer Improvements	1994
	Acquisition of Real Property	1995

	Parks, Recreational Facility	1995
	Street Improvements	1996
	Repayment of Section 108	1996
	Fire Station Equipment	1996
	Parks, Recreational Facility	1996
	Fire Station Equipment	1997
	Street Improvements	1997
	Repayment of Section 108	1997
	Water/Sewer Improvements	1997
	Water/Sewer Improvements	1997
	Water/Sewer Improvements	1997
	Handicapped Services	1994
	Planning	1994
	Water/Sewer Improvements	1995
	Health Services	1997
	Water/Sewer Improvements	1997
	General Administration	1997
	Water/Sewer Improvements	1993
	General Administration	1998
	General Administration	1996
	General Administration	1995
City of Elsa	Activity Description	Year
	Water/Sewer Improvements	1994
	Water/Sewer Improvements	1994
	General Administration	1994
	Water/Sewer Improvements	1993

	Housing Rehab.	1992
	Youth Services	1992
	Fire Station/ Equipment	1992
	Neighborhood Facility	1996
	Street Improvements	1996
	Youth Services	1996
	General Administration	1996
	Water/Sewer Improvements	1996
	General Administration	1997
	Water/Sewer Improvements	1997
	Health Services	1997
	Neighborhood Facility	1997
	Crime Awareness	1997
	Street Improvements	1997
	Fire Station / Equipment	1997
	Senior Services	1997
	Public Services	1997
City of Granjeno	Activity Description	Year
	General Administration	1994
	General Administration	1995
	Neighborhood Facility	1995
	Neighborhood Facility	1996
	Neighborhood Facility	1997
	General Administration	1997
	Street Improvements	1997

City of Hidalgo	Activity Description	Year
	Parks, Recreational Facility	1996
	Sidewalks	1996
	Fire Station/ Equipment	1996
	General Administration	1997
	Public Services - Library	1997
	Acquisition of Real Property	1992
	Water/Sewer Improvements	1993
City of La Joya	**Activity Description**	**Year**
	Water/Sewer Improvements	1996
	Senior Services	1996
	Parks, Recreational Facility	1996
	Parks, Recreational Facility	1996
	Water/Sewer Improvements	1996
	Water/Sewer Improvements	1996
	Youth Services	1996
	Fire Station Equipment	1996
	Public Services	1996
	Neighborhood Facility	1995
	Section 108 Loan	1995
	Water/Sewer Improvements	1995
	General Administration	1995
	Fire Hydrants	1994
	Fire Station Equipment	1994

	Planning	1994
	General Administration	1994
	General Administration	1993
	General Administration	1996
	Land Acquisition	1997
	Fire Station Equipment	1997
	General Administration	1997
	Parks, Recreational Facility	1997
	Senior Services	1997
	Crime Awareness	1997
	Street Improvements	1997
	Water/Sewer Improvements	1997
City of La Villa	Activity Description	Year
	Flood Drain	1992
	Water/Sewer Improvements	1992
	Fire Station Equipment	1992
	Sidewalks	1992
	Street Improvements	1992
	Street Improvements	1993
	Fire Station Equipment	1993
	Direct Economic Development	1993
	Water/Sewer Improvements	1993
	Parks, Recreational Facility	1993
	Youth Services	1993
	Water/Sewer Improvements	1993

	Water/Sewer Improvements	1995
	Youth Services	1998
	Single Rehab Residential	1996
	General Adminstration	1996
	Nieghborhood Facility	1996
	Planning	1996
	Flood Draine	1996
	Fire Station Equipment	1997
	Water/Sewer Improvements	1997
	General Adminstration	1997
	Energy Efficiency	1997
	direct Fina. Assistant	1997
	Nieghborhood Facility	1997
	Water/Sewer Improvements	1989
	Water/Sewer Improvements	1995
	Water/Sewer Improvements	1995
	Technical Assistance	1996
	Economic Development	1996
	Fire Station Equipment	1996
City of Mercedes	Activity Description	Year
	Street Improvements	1992
	Senior Center	1992
	General Administration	1992
	Transportation Services	1993
	Street Improvements	1993

	Water/Sewer Improvements	1993
	General Administration	1993
	Senior Services	1993
	Water/Sewer Improvements	1993
	Street Improvements	1997
	Water/Sewer Improvements	1997
	Fire Station Equipment	1996
	Public Services	1996
	Battered & Abused Spouses	1996
	Flood Draine	1996
	Street Improvements	1996
	Construction of Housing	1997
	Sidewalks	1997
City of Palmview	Activity Description	Year
	General Administration	1994
	General Administration	1995
	Street Improvements	1996
	Parks, Recreational Facility	1996
	Planning	1996
	General Administration	1996
	Water/Sewer Improvements	1996
	Youth Services	1996
	Acquisition of Real Property	1996
	Sidewalks	1997
	General Administration	1997

	Youth Services	1997
	Fire Station Equipment	1997
	Street Improvements	1997
City of Progreso	Activity Description	Year
	Street Improvement	1996
	Street Improvement	1997
City of Progreso Lakes	Activity Description	Year
	General Administration	1992
	Street Improvement	1992
	General Administration	1994
	Street Improvement	1994
	General Administration	1995
	Street Improvement	1995
	Street Improvement	1996
	Senior Center	1996
	Street Improvement	1997
	Street Improvement	1997
City of Precinct No. 1	Activity Description	Year
	Street Improvements	1995
	Youth Services - Mercedes	1996
	Youth Services - EE	1993
	Senior Services	1996

	Youth Services - Weslaco	1999
	Street Improvements	1996
	Youth Services - Weslaco	1997
	Youth Services - Mercedes	1997
	Youth Services - EE	1997
	Youth Services - Donna	1997
	General Administration	1997
	Senior Services	1997
	Fire Station Equipment	1997
	Street Improvements	1997
	Street Improvements	1997
City of Precinct No. 2	Activity Description	Year
	Parks, Recreational Facility	1996
	Parks, Recreational Facility	1996
	Public Services	1996
	Parks, Recreational Facility	1996
	Parks, Recreational Facility	1996
	Non Residential Historical Preservation	1997
	Parks, Recreational Facility	1997
	Neighborhood Facility	1997
	Youth Services - Pharr B&G Club	1997
	Senior Services	1997
	Youth Services - Hidalgo	1997
	Public Services	1996-97
	General Administration	1997

	Parks, Recreational Facility	1997
City of Precinct No. 3	Activity Description	Year
	Abused & Neglected Children	1996
	Youth Services - Palmview	1996
	General Administration	1997
	Street Improvements	1997
	Public Services	1997
	General Administration	1997
	Planning	1997
	Street Improvements	1997
City of Precinct No. 4	Activity Description	Year
	Sidewalks	1995
	Neighborhood Facility	1995
	Senior Services	1995
	General Administration	1995
	Street Improvements	1995
	Acquisition of Real Property	1995
	Street Improvements	1992
	Sidewalks	1995
	Public Services	1996
	Youth Services	1996
	Senior Services	1996
	Battered & Abused Spouses	1996
	Street Improvements	1996

	Youth Services - Edinburg Soccer	1996
	Youth Services San Carlos	1996
	Rehab. Single Unit	1996
	Abused & Neglected Children	1994
C.O. San Juan	Activity Description	Year
	General Administration	1992
	General Administration	1994
	Health Services	1996
	Youth Services	1996
	General Administration	1992
	Street Improvements	1992
	Public Services - youth	1993
	Substance Abuse	1993
	Street Improvements	1993
	General Administration	1993
	Parks, Recreational Facilities	1994
	General Administration	1995
	Planning	1995
	Acquisition of Real Property	1995
	Fire Station Equipment	1995
	Street Improvements	1995
	Parks, Recreational Facilities (3 files)	1996
	Public Services - youth	1997
	handicapped Services	1997
	Transporation Services	1997
Old Files	Activity Description	Year

Palmview	Parks, Recreational Facilities	1992
Alton	Housing Rehab	1992

AI-14472 **10.D.**

Contract - City of La Joya Youth Facility project
CC REGULAR

Date: 03/17/2009
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Category: Urban County

Information

CAPTION

The Urban County Program on behalf of the City of La Joya, is requesting approval and award of best and final negotiated contract with Alcocer Garcia & Associates (AGADC) (highest ranked firm), in the amount of $31,662.00 utilizing Year 20 (2007) Precinct No. 3 Parks, Recreational Facilities recaptured funds and Year 21 (2008) La Joya Parks, Recreational Facilities funds.

BACKGROUND

The City of La Joya has negotiated a contract with Alcocer Garcia & Associates (AGADC) in the amount of $31,662.00 for the UCP Year 20 (2007) and Year 21 (2008) Parks, Recreational Facilities Project at La Joya Municipal Park. Negotiations with Alcocer Garcia & Associates (AGADC) was approved in Hidalgo County Commissioners' Court on March 3, 2009. See attached proposal and scope of services.

Contract Amount:	$ 31,662.00
Funds Available	$ 57,728.73 Year 20 (2007) Pct. 3 Parks, Recreational Facilities recaptured funds.
	$200,000.00 Year 21 (2008) La Joya Parks, Recreational Facilities funds.
TOTAL:	$257,728.73

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** Urban County funds
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Urban County funds will be used for this project.

Contract Amount:	$31,662.00
Funds Available:	$57,728.73 Year 20 (2007) Pct. 3 Parks, Recreational Facilities recaptured fudns
	$200,000.00 Year 21 (2008) La Joya Parks, Recreational Facilities funds
Total:	$257,728.73

Attachments

Link: La Joya youth facility
Link: Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	03/11/2009 09:23 AM	APRV
2	Veronica Lopez	Veronica Lopez	03/11/2009 01:49 PM	APRV
3	Auditor's Office		03/13/2009 04:31 PM	NEW

Form Started By: Estella Webber

Started On: 03/11/2009 08:31 AM

Final Approval Date: 03/13/2009

City of La Joya

"Jewel of the Valley"

March 9, 2009

Urban County Program
Attn: Diana R. Serna, Director
1908 Tesoro Blvd.
Pharr, Texas

RE: Youth Facility Project

Dear Ms. Serna:

On February 20, 2009 at a special called meeting, the Board of Aldermen of the City of La Joya approved Alcocer Garcia & Associates for Phase II (La Joya Youth Center) building for an estimated construction cost of $399,458.00 and for architectural engineering and other proposed services for an amount of $31,662.00. The total estimated cost for this project is in the amount of $431,120.00.

The City of La Joya is requesting for Urban County to award a contract to Alcocer Garcia & Associates for architectural services and the proposed scope of services. ***(Please See Attached)***

If you should have any questions or require additional information, please do not hesitate to contact me at (956) 58-7001. Thank you for your attention and cooperation in this matter.

Sincerely,

Mike Alaniz, City Administrator

MA/jrs

cc: Mayor William "Billy" Leo & City Council
Monica Luna, UCP Coordinator

AGADC
ALCÓCERGARCÍAASSOCIATES
DESIGN CONSULTING

March 6 , 2009

Mike Alaniz, City Administrator
City of La Joya
101 N. Leo Ave.
La Joya, Texas 78560

Re: A/E Fee for Proposed Recreation Center, Phase II

Dear Mr. Alaniz,

Attached, please find our fee proposal for providing architectural and engineering services for the referenced project. The fee for the Basic Services is based on 7% of the estimated construction cost. We recommend that the other services listed be also be included as part of the A/E contract so that we can provide those items at the time theyare needed or due.

Please consider the above, is our best ad final offer.

Sincerely,

George A. Garcia
Architect

1333 East Jasmine Avenue • McAllen, Texas, 78501 • 956.618.2007 / Fax 956.618.2008

AGADC
ALCÓCERGARCÍAASSOCIATES
DESIGN CONSULTING

March 6 , 2009

Mike Alaniz, City Administrator
City of La Joya
101 N. Leo Ave.
La Joya, Texas 78560

Re: A/E Fee for Proposed Recreation Center, Phase II

Dear Mr. Alaniz,

AGADC hereby proposes to provide the architectural, engineering and related services for the above referenced project which consists of enclosing 5000 sq. ft of the existing structure, providing finished-out, air-conditioned spaces for offices, activities, restrooms and storage. The construction cost is estimated at $ 399,458.00.

The architectural / engineering fee would be a stipulated fixed sum of Twenty Seven Thousand Nine Hundred Sixty Two Dollars ($ 27,962.00).

The scope of our services and fee breakdown includes:

Basic Architectural and Mechanical/ Electrical Engineering Services
in accordance with UCP 52 through project close- out..... .....$ 27, 962.00

Other Proposed Services :
Accessibility Consultant Plan Review..... . .$ 600.00
Thirty sets of prints of final plans and specifications.... $ 2,500.00
Accessibility Post-Construction Inspection..... $ 600.00
Other Services Total..... $ 3,700.00

Total A/E fee ..... $ 31,662.00

Sincerely,

George A. Garcia
Architect

1333 East Jasmine Avenue • McAllen, Texas, 78501 • 956.618.2007 / Fax 956.618.2008

Project : LA JOYA YOUTH CENTER
ADMINSTRATIVE & ACTIVITIES AREA (Phase II)

Estimated Cost of Construction

Concrete Masonry Walls, 9,300 sq.ft. @ $ 7.00	$ 65,100
Cabinets/ and Shelving, 30 lin.ft. @ $ 200.00	6,000
Joint Sealers	3,000
Doors / Frames / Finish Hardware, 18 units @ $ 1,000.00	18,000
Interior Aluminum Windows, 3 at $ 300.00	900
Door Glass and Glazing, 5 units @ 70.00	350
Ceramic Tile, 1,920 sq.ft. @ $8.00	15,360
Ceiling Insulation, 5,000 sq.ft. @ $ .5 0	2,500
Acoustical Ceilings,5,000 sq,ft, @ $ 1.75	8,750
Resilient Flooring & base 3,450 sq.ft. @ $ 2.50	8,625
Interior Painting, 5,000 sq.ft. @ $ 2.00	10,000
Masonry Water Repellant, 2,400 sq. ft. @ $ .80	1,920
Toilet Compartments, 5 @ $ 520	2,600
Roll-up Counter Door	750
Toilet Room Accessories, Fire Extinguishers, Signage	6,000
HTG/AC, 20 tons @ $ 2,400	48,000
Plumbing, 28 fixtures @ $ 1,500	42,000
Plumbing Service	5,000
Electrical, 5000 sq. ft. @ $ 12.00	60,000
Supervision, 7 mos. @ $ 3,500.00	24,500
Bonds, Insurance, Clean-up	18,000
Construction Sub-Total	$ 347,355
+ Contractor's O/H & Profit.(15%)	52,103
Total	$ 399,458

Construction Cost : 5000 sq. ft. @ $ 399,458 = $ 79.89 per sq. ft.

Estimated Total Project Cost

Construction	$ 399,458
A/E Fee (7%)	27,962
Printing	2,500
Accessibility Plan Review	600
Accessibility Post- Construction Inspection	600
Total	$ 431,120

Alcocer Garcia Associates
1-19-09

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

Part I - Professional Services Agreement

This Agreement, entered into this **17th** day of **March, 2009** by and between **City of La Joya,** (hereinafter called the "Party") and **Alcocer Garcia Associates Design Consultants (AGADC)**, duly authorized Architect, herein acting by **George Garcia, Architect** (hereinafter called the "Architect").

WITNESSETH THAT:

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

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

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

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

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

SECTION I
EMPLOYMENT OF THE ARCHITECT

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

SECTION II
BASIC SERVICES OF THE ARCHITECT

The Architect shall perform the following Basic Services in connection with the proposed **Parks, Recreational Facilities** Account(s) **5007/08-93(40)-0306-5000-9300(4000)-MLUCP**. *(See Exhibit A)*

2.1 Preliminary Phase

a. Attend preliminary conferences with the Party and, if requested, with the funding agency and other government agencies or interested parties regarding the project.

b. As may be required, comply and receive the Party and the funding agencies approval on all work.

c. Prepare preliminary architectural plans on the Project in sufficient detail to indicate clearly the problems involved and solutions recommended with the cost estimates.

d. Obtain the Party's approval of the work of this Preliminary Phase before proceeding with the next phase.

2.2 Design Phase

a. Attend the respective Party's meetings as requested for the purpose of explaining completed design work activities.

b. Advise the Party of any soil investigations or tests which, in the opinion of the Architect, may be required for the proper execution of the Project.

c. Provide all field information and surveys required for the design of the Project.

d. Plot field data and other survey information for the design of the Project.

e. Prepare detailed plans specification and contract documents and drawings (reproducible tracings) for construction authorized by the Party.

f. Furnish, if requested, the architectural data necessary for the Party to obtain permits required by local, state, and federal authorities.

g. Prepare cost estimates of authorized construction, based on prices for work. If such estimated costs exceed the monies available, the Party shall be consulted so that revisions can be made to reduce the cost as required.

h. Prepare all documents required for the advertisement and bidding of the Project in cooperation with the Party's staff.

i. Preparation of property or easement descriptions.

2.3 Construction Phase

The Construction Phase will commence with the execution of the prime construction contract(s). The Party will issue a ten (10) day commence work notice which will signal the commencement of work under any

construction contracts and will terminate upon the Party's approval of the Architect's written approval of final payment to the Contractor(s). During the Construction Phase, the Architect will:

a. Assist the Party in opening and tabulating bids for the construction of the Project, and advise the Party in establishing the procedure for entering into construction phase.

b. Prepare the formal Contract Documents for the Contractor.

c. Make periodic visits to the site as required pursuant to the standards of Professional Architects on projects of this nature, provide project construction supervision, to observe the progress and quality of the executed work and to determine if the work is proceeding in accordance with the contract documents.

d. Consult and advise with the Party and issue all instructions and Change Orders to the Contractor requested by the Party.

e. During the progress of actual construction, Architect will keep the Owner informed with brief and concise information. A monthly progress report will be prepared which will give the Party a quick glance at the Project insofar as monies spent, construction time elapsed, percent of Project completed, a brief narrative of what problems have been encountered and the anticipated completion date.

f. Review shop and working drawings furnished by Contractors for general compliance with design concept and with information given in contract documents.

g. Review and provide a recommendation concerning samples, catalog data, schedules, shop drawings, laboratory, shape and mill tests of material and equipment and other data which the Contractor is required to submit, in compliance with the Contract Documents.

h. Prepare monthly and final estimates for payments to Contractors.

i. Upon receipt of notification by the Party that the work has been completed, the Architect shall accompany the Party on the Final Inspection to assure that the total work has been completed in accordance with the Contract Documents.

j. Prior to the Party's dispersal of any retainage of funds, render a written opinion to the Party that the construction has been completed according to the Contract Documents and provide the Party with a certificate of completion and release of liens documents from subcontractors.

k. Provide the Party with sepia copies of as-built drawings of the constructed improvements, when requested.

l. The Architect will be responsible for interim and final inspection.

m. Furnish to the Party of **City of La Joya** Four (4) sets of plans and four (4) sets of specifications and contract documents.

SECTION III
ADDITIONAL SERVICES OF THE ARCHITECT

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

3.1 Services of a Resident Project Representative, and other field personnel as required, for on-the-site observations of construction, other than periodic visits covered in Section 2.3a herein.

3.2 Detailed mill, shop and/or laboratory inspection of materials or equipment.

3.3 Major revision of Contract drawings as distinguished from modifications due to change orders, modifications to reduce the cost of the project or modifications requested to meet federal, state, or local regulations.

SECTION IV
REIMBURSABLE EXPENSES

4.1 Travel and subsistence required for the Architect and authorized by the Party to points other than within the County and Project site.

4.2 Additional copies of reports and specifications over six (6) copies and additional prints of drawings over six (6) copies.

4.3 Reimbursable expenses as provided in Section IV herein shall be paid to the Architect on the basis of 1.1 times the Architects actual cost.

SECTION V
THE PARTY'S RESPONSIBILITIES

The Party will:

5.1 Provide full information as to requirements for the Project.

5.2 Assist the Architect by providing all available information pertinent to the Project including reports and any other data relative to design and construction of the Project.

5.3 Furnish the Architectural services or data as required such as appropriate professional interpretations of all of the foregoing; property, boundary, easement, right-of-way, zoning, and deed restrictions; all of which the Architect may rely upon in performing his services under this agreement.

5.4 Guarantee access to and make all provisions for the Architect to enter upon public and private property as required for the Architect to perform his services under this Agreement.

5.5 Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the Architect.

5.6 Pay for all costs incident to advertising and obtaining bids or proposals from Contractors.

5.7 Provide such legal and accounting services required to discharge the Party's responsibility under the terms of this Agreement and any Agreement with any governmental agency as may be required for the project, and such auditing services as the Party may require to ascertain how or for what the purpose any Contractor has used the monies paid to him under the construction contract.

5.8 Give prompt written notice to the Architect whenever the Party observes or otherwise becomes aware of any defect in the Project.

SECTION VI
PAYMENTS TO THE ARCHITECT

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

6.1 The Architect shall be paid a total fixed amount of **$ 31,662.00** for services rendered under this contract. Payment shall be based on request for reimbursements with documentation requested by the Party. The Architect's fee shall be due and payable as outlined in Sections 6.2, 6.3, and 6.4 as follows.

6.2 At Architect's completion and Party's approval of the Architect's services under the Preliminary Phase, Section II of this Agreement, Party shall pay a maximum of 15% of the sum set forth in Section 6.1 above.

6.3 At Architect's completion and Party's approval of the Architect's services under the Design Phase, Section II of this Agreement, Party shall pay a maximum of 60% of the sum set forth in Section 6.1 above.

6.4 At Architect's completion and Party's approval of the Architect's services under the Construction Phase, Section II of this Agreement, Party shall pay a maximum of 25% of the sum set forth in Section 6.1 above. Such sum to be paid periodically proportionately to the percentage of construction completed by the Contractor as determined by Architect's reports.

6.5 For Additional Services as provided in Section III herein the Architect shall be paid a sum of 1.1 times the Architect's actual cost for such services.

SECTION VII
OWNERSHIP OF DOCUMENTS

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

SECTION VIII
TERMINATION

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

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

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

SECTION IX
COUNTY AND CITY OFFICIALS

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

SECTION X
SUCCESSORS AND ASSIGNS

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

SECTION XI
TIME OF PERFORMANCE

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

SECTION XII
VENUE

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

SECTION XIII
CHANGES

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

SECTION XIV
COMPLIANCE WITH LOCAL LAWS

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

SECTION XV
ASSIGNABILITY

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

SECTION XVI
GENERAL

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

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

a. Title VI of the Civil Rights Act - requires that no one may be denied access to benefits from projects which receive federal assistance.

b. Section 109 of the Housing and Community Development Act of 1974 - Nondiscrimination related to benefits from projects funded specifically under Title I of the Act.

c. Section 3 of the HUD Act of 1968 - requires that maximum effort be made to provide employment, training, and business opportunities to low income families and/or residents of the project area.

d. The Architect shall give the United States Department of Housing and Urban Development, the Inspector General, the Comptroller General of the United States, the Auditor of the State of Texas, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by Architect pertaining to this Agreement. Such rights to access shall continue as long as the records are retained by Architect. Architect agrees to maintain such records in an accessible location for a period of three (3) years.

e. Executive Order 11246 (paragraph a-c for contracts under $10,000; paragraphs a-g for contracts over $10,000) - Equal Employment Opportunity.

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

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

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

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

SECTION XVII
INSURANCE

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

17.1 A comprehensive automobile liability policy covering liability exposure to bodily injury and property damages. The Architect shall furnish Party Certificates of Insurance showing the comprehensive automobile liability insurance policies to be in effect, commencing when Architects commence operations under this Agreement, in the sum of $300,000 for bodily injury and $100,000 for property damages.

17.2 Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

17.3 A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability Insurance Policy providing additional coverage to all underlying liabilities of County consistent with potential exposure of County under the Texas Tort Claims Act;

17.4 Workers Compensation Insurance in amount established by Texas law, under the bidder is specifically exempted from the Texas Worker's Compensation Act, Texas Labor Code Chapter 401, et. seq.

17.5 All insurance policies must be written by an insurance company or companies acceptable to the Party.

SECTION XVIII
WARRANTY

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

SECTION XIX
EFFECTIVE DATE

The effective date of this contract shall be **March 17, 2009**. Such date being the date the County Commissioners' Court approved entering into contract with Architect.
This Agreement is hereby approved this _____ day of _____, 20_____.

Signature: _____
George Garcia, Architect (Architect)

Firm Name: **Alcocer Garcia Associates Design Consultants**

Address: **1333 East Jasmine Avenue**
City/ST/ZIP: **McAllen, Texas 78501**

FED ID #/SS #: **74-2919292**

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

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

_____
(seal) Notary - Signature

City of La Joya:

_____ _____
City Secretary Mayor William "Billy" Leo

County of Hidalgo Urban County Program:

_____ _____
Witness Diana R. Serna, UCP Director

Exhibit "A"

(Scope of Services)

see attached

AI-14458 **10.E.**

Applicant Cancellations - Home Rehab program
CC REGULAR

Date: 03/17/2009
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Category: Urban County

Information

CAPTION

Requesting approval to cancel two (2) applications for Ezequiel & Juana Rodriguez and Rafael & Juana Martinez at the request of HOME Staff.

BACKGROUND

The following families are being recommended for cancellation by the Housing Rehab. Staff: 1.) Ezequiel & Juana Rodriguez do not have clear title to their property and 2). Rafael & Juana Martinez refusal to abide by Urban County Program's policy for the demolition and reconstruction of their home.

APPLICANT	CASE NUMBER	CITY	FUNDING YR.	LOCATION OF PROPERTY
Ezequiel & Juanita Rodriguez Deferred Loan - Elderly Reconstruct	ME 50-09-02	Mercedes Pct. #1	HOME 2008	A 1.20 acre tract of land out of Lot Eight, Block Sixty-six, Capisallo District Subdivision, Hidalgo County, Texas.
Rafael & Juana Martinez Deferred Loan - Disabled Reconstruct	CW 85-08-12	Countywide Pct. #4	HOME 2007	Lot 39 Magnolia Village Subdivision, Hidalgo County Texas.

Fiscal Impact

Attachments

Link: family cancellations

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	03/10/2009 01:43 PM	APRV
2	Veronica Lopez	Veronica Lopez	03/10/2009 02:12 PM	APRV
3	Auditor's Office		03/13/2009 04:31 PM	NEW

Form Started By: Estella Webber — Started On: 03/10/2009 01:08 PM

Final Approval Date: 03/13/2009

Lot No 3

...IEL & JUANITA RODRIGUEZ / HENSLEY ESTATE 09-05-1991 Pg

...mt	Date	Payment	Interest	Principal	Balance
2007	totals	4,632.12	1,584.50	3,047.62	
197	01-20-2008	386.01	118.08	267.93	13,901.25
198	02-20-2008	386.01	115.84	270.17	13,631.08
199	03-20-2008	386.01	113.59	272.42	13,358.66
200	04-20-2008	386.01	111.32	274.69	13,083.97
201	05-20-2008	386.01	109.03	276.98	12,806.99
202	06-20-2008	386.01	106.72	279.29	12,527.70
203	07-20-2008	386.01	104.40	281.61	12,246.09
204	08-20-2008	386.01	102.05	283.96	11,962.13
205	09-20-2008	386.01	99.68	286.33	11,675.80
206	10-20-2008	386.01	97.30	288.71	11,387.09
207	11-20-2008	386.01	94.89	291.12	11,095.97
208	12-20-2008	386.01	92.47	293.54	10,802.43
2008	totals	4,632.12	1,265.37	3,366.75	
209	01-20-2009	386.01	90.02	295.99	10,506.44
210	02-20-2009	386.01	87.55	298.46	10,207.98
211	03-20-2009	386.01	85.07	300.94	9,907.04
212	04-20-2009	386.01	82.56	303.45	9,603.59
213	05-20-2009	386.01	80.03	305.98	9,297.61
214	06-20-2009	386.01	77.48	308.53	8,989.08
215	07-20-2009	386.01	74.91	311.10	8,677.98
216	08-20-2009	386.01	72.32	313.69	8,364.29
217	09-20-2009	386.01	69.70	316.31	8,047.98
218	10-20-2009	386.01	67.07	318.94	7,729.04
219	11-20-2009	386.01	64.41	321.60	7,407.44
220	12-20-2009	386.01	61.73	324.28	7,083.16
2009	totals	4,632.12	912.85	3,719.27	
221	01-20-2010	386.01	59.03	326.98	6,756.18
222	02-20-2010	386.01	56.30	329.71	6,426.47
223	03-20-2010	386.01	53.55	332.46	6,094.01
224	04-20-2010	386.01	50.78	335.23	5,758.78
225	05-20-2010	386.01	47.99	338.02	5,420.76
226	06-20-2010	386.01	45.17	340.84	5,079.92
227	07-20-2010	386.01	42.33	343.68	4,736.24
228	08-20-2010	386.01	39.47	346.54	4,389.70
229	09-20-2010	386.01	36.58	349.43	4,040.27
230	10-20-2010	386.01	33.67	352.34	3,687.93
231	11-20-2010	386.01	30.73	355.28	3,332.65
232	12-20-2010	386.01	27.77	358.24	2,974.41
2010	totals	4,632.12	523.37	4,108.75	
233	01-20-2011	386.01	24.79	361.22	2,613.19
234	02-20-2011	386.01	21.78	364.23	2,248.96
235	03-20-2011	386.01	18.74	367.27	1,881.69
236	04-20-2011	386.01	15.68	370.33	1,511.36
237	05-20-2011	386.01	12.59	373.42	1,137.94

Pmt	Date	Payment	Interest	Principal	Balance
238	06-20-2011	386.01	9.48	376.53	761.41
239	07-20-2011	386.01	6.35	379.66	381.75
240	08-20-2011	384.93	3.18	381.75	0.00
2011	totals	3,087.00	112.59	2,974.41	
Grand totals		92,641.32	52,641.32	40,000.00	

Loan Amortization Schedule

Loan Amortized at 18%

Date	Payment Number	Payment Amount	Principal	Interest	Principal Balance
Opening Balance					4,207.51
3/20/05	1	91.88	28.77	63.11	4,178.74
4/20/05	2	91.88	29.20	62.68	4,149.54
5/20/05	3	91.88	29.64	62.24	4,119.90
6/20/05	4	91.88	30.08	61.80	4,089.82
7/20/05	5	91.88	30.53	61.35	4,059.29
8/20/05	6	91.88	30.99	60.89	4,028.30
9/20/05	7	91.88	31.46	60.42	3,996.84
10/20/05	8	91.88	31.93	59.95	3,964.91
11/20/05	9	91.88	32.41	59.47	3,932.50
12/20/05	10	91.88	32.89	58.99	3,899.61
1/20/06	11	91.88	33.39	58.49	3,866.22
2/20/06	12	91.88	33.89	57.99	3,832.33
3/20/06	13	91.88	34.40	57.48	3,797.93
4/20/06	14	91.88	34.91	56.97	3,763.02
5/20/06	15	91.88	35.43	56.45	3,727.59
6/20/06	16	91.88	35.97	55.91	3,691.62
7/20/06	17	91.88	36.51	55.37	3,655.11
8/20/06	18	91.88	37.05	54.83	3,618.06
9/20/06	19	91.88	37.61	54.27	3,580.45
10/20/06	20	91.88	38.17	53.71	3,542.28
11/20/06	21	91.88	38.75	53.13	3,503.53
12/20/06	22	91.88	39.33	52.55	3,464.20
1/20/07	23	91.88	39.92	51.96	3,424.28
2/20/07	24	91.88	40.52	51.36	3,383.76
3/20/07	25	91.88	41.12	50.76	3,342.64
4/20/07	26	91.88	41.74	50.14	3,300.90
5/20/07	27	91.88	42.37	49.51	3,258.53
6/20/07	28	91.88	43.00	48.88	3,215.53
7/20/07	29	91.88	43.65	48.23	3,171.88
8/20/07	30	91.88	44.30	47.58	3,127.58
9/20/07	31	91.88	44.97	46.91	3,082.61
10/20/07	32	91.88	45.64	46.24	3,036.97
11/20/07	33	91.88	46.33	45.55	2,990.64
12/20/07	34	91.88	47.02	44.86	2,943.62
1/20/08	35	91.88	47.73	44.15	2,895.89
2/20/08	36	91.88	48.44	43.44	2,847.45
3/20/08	37	91.88	49.17	42.71	2,798.28
4/20/08	38	91.88	49.91	41.97	2,748.37
5/20/08	39	91.88	50.65	41.23	2,697.72
6/20/08	40	91.88	51.41	40.47	2,646.31
7/20/08	41	91.88	52.19	39.69	2,594.12
8/20/08	42	91.88	52.97	38.91	2,541.15
9/20/08	43	91.88	53.76	38.12	2,487.39
10/20/08	44	91.88	54.57	37.31	2,432.82
11/20/08	45	91.88	55.39	36.49	2,377.43
12/20/08	46	91.88	56.22	35.66	2,321.21
1/20/09	47	91.88	57.06	34.82	2,264.15
2/20/09	48	91.88	57.92	33.96	2,206.23
3/20/09	49	91.88	58.79	33.09	2,147.44
4/20/09	50	91.88	59.67	32.21	2,087.77
5/20/09	51	91.88	60.56	31.32	2,027.21
6/20/09	52	91.88	61.47	30.41	1,965.74
7/20/09	53	91.88	62.39	29.49	1,903.35
8/20/09	54	91.88	63.33	28.55	1,840.02
9/20/09	55	91.88	64.28	27.60	1,775.74
10/20/09	56	91.88	65.24	26.64	1,710.50
11/20/09	57	91.88	66.22	25.66	1,644.28
12/20/09	58	91.88	67.22	24.66	1,577.06

Loan Amortization Schedule

Loan Amortized at 18%

Date	Payment Number	Payment Amount	Principal	Interest	Principal Balance
1/20/10	59	91.88	68.22	23.66	1,508.84
2/20/10	60	91.88	69.25	22.63	1,439.59
3/20/10	61	91.88	70.29	21.59	1,369.30
4/20/10	62	91.88	71.34	20.54	1,297.96
5/20/10	63	91.88	72.41	19.47	1,225.55
6/20/10	64	91.88	73.50	18.38	1,152.05
7/20/10	65	91.88	74.60	17.28	1,077.45
8/20/10	66	91.88	75.72	16.16	1,001.73
9/20/10	67	91.88	76.85	15.03	924.88
10/20/10	68	91.88	78.01	13.87	846.87
11/20/10	69	91.88	79.18	12.70	767.69
12/20/10	70	91.88	80.36	11.52	687.33
1/20/11	71	91.88	81.57	10.31	605.76
2/20/11	72	91.88	82.79	9.09	522.97
3/20/11	73	91.88	84.04	7.84	438.93
4/20/11	74	91.88	85.30	6.58	353.63
5/20/11	75	91.88	86.58	5.30	267.05
6/20/11	76	91.88	87.87	4.01	179.18
7/20/11	77	91.88	89.19	2.69	89.99
8/20/11	78	91.34	89.99	1.35	0.00
GRAND TOTAL		7,166.10	4,207.51	2,958.59	0.00

AI-14449 **10.F.**

Contract Approval & Award of bids - Home Rehab prog.

CC REGULAR

Date:	03/17/2009
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

The Urban County Program is requesting the award of bids and approval of contracts for the demolition and reconstruction of the following:

1. (1) Unit in the City of Donna in the amount of $45,900.00 to CRG Homes.
2. (1) Unit in the City of San Juan in the amount of $37,300.00 to CRG Homes.

BACKGROUND

These families were approved to receive assistance under the HOME-Homeowner Occupied Housing Rehabilitation Program by the County Commissioners' Court on October 28, & March 27, 2008. Bids was received and opened at the Hidalgo County Purchasing Department on Wednesday, December 17, 2008.
(see attachment)

Alejandro Olivo	2001 Casarez Street Donna, Texas
Sara Cano	333 E. 2nd Street San Juan, Texas

Fiscal Impact

Attachments

Link: bids, contracts

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	03/10/2009 10:07 AM	APRV
2	Veronica Lopez	Veronica Lopez	03/10/2009 12:39 PM	APRV
3	Auditor's Office		03/13/2009 04:31 PM	NEW

Form Started By: Estella Webber — Started On: 03/10/2009 08:54 AM

Final Approval Date: 03/13/2009

P.O. Box 1513
Texarkana
Arkansas/Texas
75504-1513

COMMUNITY
RESOURCE GROUP

phone
fax
internet
www.crg.org

March 3, 2009

County of Hidalgo
Urban County Program
1916 Tesoro Blvd.
Pharr, TX 78577

Attn: Steve De La Garza

RE: Alejandro Olivo, 2001 Casarez Street, Donna
Sara Cano, 333 E. 2nd Street, San Juan

This letter confirms that CRG Homes will honor the prices quoted for the above referenced rehabilitation contracts until March 20, 2009.

Marilyn S. Hoke, MA, SPHR
Director of South Texas Housing
CRG Homes

03/06/2009
Date

MAR 6 2009

HIDALGO COUNTY PURCHASING DEPARTMENT

BID TABULATION SHEET

DEPARTMENT NAME:COUNTY OF HIDALGO COUNTY URBAN COUNTY PROGRAM

BID OPENING DATE: DECEMBER 17, 2008 | BID OPENING TIME: 9:30 A.M.

DESCRIPTION OF BID: The demolition and reconstruction of single units in the Cities of: San Juan & Donna, Two (2) units in the Countywide area & one (1) rehab in the Countywide area.

CONTRACTORS	Dalia De los Santos	Sandra Ruiz Beltran	Otilia Rodriguez	Sara Cano	Alejandro Olivo	
Gonzalez Brother Construction		$ 56,500.00			$ 48,000.00	
Rolando's General Construction	$ 22,500.00	$ 52,000.00				
J.D. Villarreal Construction	$ 16,700.00	$ 59,800.00	$ 37,900.00	$ 38,000.00	$ 56,700.00	
G & G Contractors	$ 29,440.00	$ 53,440.00	$ 41,440.00	$ 41,440.00	$ 51,440.00	
De Leon Construction			$ 37,900.00			
CR[illegible] Homes	$ 16,400.00	$ 49,400.00	$ 37,400.00	$ 37,300.00	$ 45,900.00	

✓ ✓

AI-14436 **10.G.**

Subr Agreement - Mujeres Unidas/Women Together
CC REGULAR

Date:	03/17/2009
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Approval of a Subrecipient Agreement with Mujeres Unidas/Women Together and the Urban County Program-ESG Surplus Funds (2009) under the Emergency Shelter Grant Program for Operations.

BACKGROUND

Mujeres Unidas/Women Together provide homeless shelter to battered and abused women and their children. Agreement is in the amount of $75,000.00 and will be used at the McAllen Emergency Shelter for the purchase of furniture, equipment and privacy fence. Services include:

Operations
Furniture for shelter
Equipment for shelter
Privacy fence for shelter

Subrecipient:	Mujeres Unidas/Women Together
	$ 75,000.00 – Operations
Total Agreement Amt.:	$ 75,000.00
Funds Available:	$ 75,000.00

Approval of agreement is recommended.

Fiscal Impact

FISCAL YEAR:

ACCT. #: Urban County funds

FUNDS AVAILABLE Y/N?: Yes

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Total agreement amount: $75,000.00
Funds available: $75,000.00

Attachments

Link: Revised Agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	03/09/2009 01:25 PM	APRV
2	Veronica Lopez	Veronica Lopez	03/10/2009 09:48 AM	APRV
3	Auditor's Office		03/13/2009 04:31 PM	NEW

Form Started By: Estella Webber Started On: 03/09/2009 11:19 AM

Final Approval Date: 03/13/2009

STATE OF TEXAS {}

COUNTY OF HIDALGO {}

EMERGENCY SHELTER GRANT PROGRAM-SURPLUS FUNDS 2009 SUBRECIPIENT AGREEMENT

This Agreement, made and entered into on this the _____ **day of** _____, **2009** by and between **Hidalgo County-Urban County Program**, hereinafter referred to as "**ENTITY**," a political subdivision of the State of Texas and _____, a neighborhood based not-for-profit organization, hereinafter referred to as "**SUBRECIPIENT**".

WITNESSETH

WHEREAS, the **SUBRECIPIENT** desires to carry out eligible activities as described in **Exhibit A** and permitted by 24 CFR §576.21 ; and

WHEREAS, the **ENTITY** proposes to contract with **SUBRECIPIENT** in order that the special activities described in Exhibit A can be carried out in the **ENTITY**'s jurisdiction; and

WHEREAS, the **ENTITY** has made a finding that those activities listed in Exhibit A are eligible under 24 CFR 576.21;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration, the **ENTITY** and the **SUBRECIPIENT** do mutually agree as follows:

SECTION I
Rules and Regulations

The **SUBRECIPIENT** agrees to cooperate with the **ENTITY** in respect to the implementation of Emergency Shelter Grant Program activities to be carried out by **SUBRECIPIENT** pursuant to 24 CFR Part 576 and other rules, regulations and decisions as may be made by the Department of Housing and Urban Development (HUD) or any other federal or state **ENTITY** that may legally exercise its jurisdiction over expenditures of ESG funds.

SECTION II
Statement of Work

SUBRECIPIENT agrees to perform services as outlined in **Exhibit A: Statement of Work,** of this Agreement for and in consideration of ESG funding in the amount of $_____ enumerated in **Exhibit B: Payment Schedule.**

SUBRECIPIENT agrees to notify **ENTITY** ***in writing*** of any changes in its Statement of Work, Grant Budget and Payment Schedule. **SUBRECIPIENT** shall obtain approval ***in writing*** from **ENTITY** prior to commencing work on any changes made to the Statement of Work, Grant Budget and Payment Schedule.

ENTITY shall not be liable for costs incurred or performances rendered by **SUBRECIPIENT** before commencement of this agreement or after termination of this agreement.

SUBRECIPIENT agrees to follow the schedule outlined in **Exhibit D: Schedule of Activity** and shall notify **ENTITY** of any changes, delays or departures from the schedule. If the **SUBRECIPIENT** demonstrates that delays or departures from the schedule is due to circumstances beyond its control, **ENTITY** and **SUBRECIPIENT** may amend such Schedule of Activity within the time frame established by this Agreement.

SECTION III
Records and Reports

SUBRECIPIENT agrees to maintain records and reports as outlined in **Exhibit C: Records and Reports** and agrees to make those records and reports available to the **ENTITY**, HUD, and any other local, state or federal entity or authority that may exercise jurisdiction over expenditure of ESG funds.

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SUBRECIPIENT agrees that **ENTITY** shall conduct on-site monitoring visits to assure compliance with applicable Federal requirements and that performance goals are being achieved as per 24 CFR Part 85.40 (a).

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SUBRECIPIENT agrees to allow **ENTITY** to account for all program income from any ESG funded activity covered under this agreement and listed in Exhibit B. Any program income generated by a ESG funded activity can be used by the **SUBRECIPIENT** for activities so listed in Exhibit A upon approval of **ENTITY.**
Failure of the **SUBRECIPIENT** to report program income as required, shall cause **ENTITY** to require all program income to be recovered by the **ENTITY**.

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The SUBRECIPIENT and **ENTITY** both agree that none of the funds expended or activities undertaken shall be used in support of any sectarian or religious activity, nor shall any building or structure funded under this Agreement be used for sectarian or religious activities as described in 24 CFR 576.23.

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Other Program Requirements

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SUBRECIPIENT further agrees to approve and attach hereto a formal process to be established by **SUBRECIPIENT** for terminating assistance to an individual or family.

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Suspension and Termination

SUBRECIPIENT understands that this agreement may be suspended or terminated, in accordance with 24 CFR §85.43, if the **SUBRECIPIENT** materially fails to comply with the provisions of

this agreement or the provisions so listed on **Exhibits A through E.**

It is expressly agreed that this Agreement may not be amended except upon the joint action of both **Hidalgo County, Urban County Program and Mujeres Unidas/Women Together.**

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Assets

SUBRECIPIENT shall not purchase any asset unless so permitted by the **ENTITY** and such procurement shall be done in the form and manner so prescribed by the **ENTITY.**

Any asset acquired or improved in part or in whole with ESG funds in excess of $25,000 must be used in an activity that meets one of the national objectives listed in 24 CFR 576 for a period of three years after the expiration of this Agreement or a longer period if so determined by the **ENTITY.**

The disposition of any asset improved or acquired in part or in whole with ESG funds by the **SUBRECIPIENT** must be done with prior approval of the **ENTITY** and the **ENTITY** shall be reimbursed for the asset, if sold, in the full amount of the disposed value of the asset. The **ENTITY** may, at its option, request that such asset be transferred to **ENTITY** if the asset is no longer being used to meet one of the national objectives or in any case where the **SUBRECIPIENT** no longer provides services shown on Exhibit A.

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SUBRECIPIENT agrees to hold **ENTITY** harmless from, and indemnify **ENTITY** for and defend **ENTITY** against any and all claims brought against **ENTITY** by employees or officers of **SUBRECIPIENT** or brought by any third person arising in any manner directly or indirectly from **SUBRECIPIENT** programs, activities or events conducted pursuant to this Agreement.

SUBRECIPIENT shall acquire, maintain and furnish to **ENTITY** a Certificate of Insurance as proof that it has secured and paid for policies of public liability and automobile insurance to cover all operations and services under the contract agreement with limits of not less than $300,000.00 per occurrence, $300,000.00 aggregate, covering all risks incident to or in connection with the execution, performance, attempted performance or non-performance of this Agreement. This requirement shall be to meet **SUBRECIPIENT**'s duty of indemnification under this paragraph.

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24 CFR 576

SUBRECIPIENT and **ENTITY** agree to follow 24 CFR 576 and that 24 CFR 576 is made a part of this Agreement for all intends and purposes, and that the regulations are provided herein as Exhibit E.

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Legal Action and Venue

The **SUBRECIPIENT** agrees to notify the **ENTITY** when a problem arises that may lead to legal action or claim against the **SUBRECIPIENT**. The **SUBRECIPIENT** agrees to furnish to the **ENTITY** any information with respect to such action or claim. The **SUBRECIPIENT** agrees not to take any action with respect to any legal action or claim sought against the **SUBRECIPIENT** without the advice and consent of the **ENTITY**.

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

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Miscellaneous Provisions

14.01 **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.

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

14.03 **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 **ENTITY** and **SUBRECIPIENT**, and not otherwise.

14.04 **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.

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Miscellaneous Provisions

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receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or (iii) by facsimile, at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to **ENTITY:**

Hidalgo County
Attention: Urban County Program
1916 Tesoro Blvd.
Pharr, Texas 78577

If to **SUBRECIPIENT:**

_____
_____
_____
Fed I.D. # _____

14.05 **(Continued)** 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.

14.06 **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.

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

14.08 **Assignment.** This Agreement shall not be assignable by **SUBRECIPIENT**. **ENTITY** may assign this Agreement without the consent of **SUBRECIPIENT**.

14.09 **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.

14.10 **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

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

SECTION XIX
Effective Date

The effective date of this contract shall be the ____ **day of** ____, **2009**, such date being the date the County Commissioners' Court approved entering into this Agreement with **SUBRECIPIENT**, and shall terminate on the **30th** **day of** **June , 2009**. ***Non-profits funding will be for a period of four (4) months.**

Approved and signed this _____ day of _____, 20____.

_____
, Director
Executing Official

Subrecipient Firm Name: _____
Address: _____
_____
Fed. I.D. # or Soc. Sec. #: _____

STATE OF TEXAS {
{
COUNTY OF HIDALGO {

_____, personally appeared before me and declared that he/she signed this application in the capacity designated, if any, and further states that, he/she has read the above application, and the statements therein contained are true.

Subscribed and sworn to before me this _____ day of _____, 2009.

_____
Notary - Signature

Witness:

COUNTY OF HIDALGO
URBAN COUNTY PROGRAM

_____
Diana R. Serna, UCP Exec. Director

EXHIBIT A

STATEMENT OF WORK

See Attached

Exhibit B
PAYMENT SCHEDULE

Exhibit C
Records & Reports

A. When requesting payment, attach a cover letter summarizing the expenditures with the following documents:

- Copies of Invoices
- Canceled Checks
- Portion requesting from ESG Program
- Other Supporting Documents

Payment requests must be submitted to Urban County by the 15th of each month.

- A Performance report must be submitted to the Urban County Program accompanying each request for payment. Each performance report must have the following items:
  a). Period covered by Performance Report
  b). Type of services provided
  c). Type of Equipment/Supplies Purchased
  d). Amount of fund Expended
  e). Number of Beneficiaries Served & Ethnicity Data

  _____ White, non Hispanic
  _____ Black, non Hispanic
  _____ Native American
  _____ Asian or Pacific Islander
  _____ Hispanic
  _____ Total
- How services provided benefit clientele
- Projection for next disbursement period
- Program Income Report/Blank Statement
- Other significant Information

B. Matching Funds (24 CFR 576.51 (a) requires that each grantee and/or SUBRECIPIENT must match the funding provided by HUD under 24 CFR 576 with an equal amount of funds from sources other than under Part 576. Therefore, each request for payment must be with either cash, volunteer time, in-kind or donations.

3. Provide an annual report of activity by January 10th of each year the Agreement is in effect. The annual report shall include the following:

- ☐ **Facility Name**: List name, address (unless confidential) of each shelter/facility receiving ESGP assistance.

- ☐ **ESGP Amount:** Indicate the amount of ESG assistance allocated to each shelter/facility. It is optional whether the amount of funds for each activity type – Rehabilitation, Services, Operation – is presented.)

- ☐ **Activity Types**: Briefly describe the accomplishments from each eligible activity – Rehabilitation, Services, Operations – funded at the shelter/facility through ESG funds. Indicate if the rehabilitation activity involves costs in excess of 75 percent of the value of the building before rehabilitation (Major Rehabilitation). Summarize category of services provided.

- ☐ **Homeless Beneficiaries**: For each shelter/facility assisted use the following codes for describing the types of beneficiaries:

  UM – Unaccompanied Men
  UW – Unaccompanied Women
  UFY – Unaccompanied Female Youth under 18 years of age
  UMY – Unaccompanied Male Youth under 18 years of age
  SPF – Single Parent Families
  TPF – Two Parent Families
  AC – Adult Couples without children
  DK – Don't Know

  Note: If there is more that one beneficiary type, **list all with the predominant beneficiary type listed first.**

- ☐ **Racial and Ethnic Data**: During the past year of operation what was the estimated average number of people each ESG-Shelter/Facility served per day/night? What is the estimated portion of these different racial and ethnic groups?

  Estimated average number served per day/night _____.

- ☐ **Racial and Ethnic Data (Continued):**

Portion Served:

_____ White, non Hispanic
_____ Black, non Hispanic
_____ Native American
_____ Asian or Pacific Islander
_____ Hispanic
_____ Total

SUBRECIPIENT must maintain a file of all records and reports submitted to the Urban County Program. **SUBRECIPIENT** must maintain record of beneficiaries being served (i.e. application, membership, clientele profile, etc.).

SUBRECIPIENT must maintain files of all original contract agreements, amendments, and correspondence.

SUBRECIPIENT must maintain proper financial records.

Exhibit B-1
Grant Budget

TYPE OF EXPENDITURES	BUDGETED AMOUNT
As identified through the Statement of Work	$
	$
	$
	$
	$
	$
	$
	$
TOTAL GRANT BUDGET:	$

EXHIBIT B-2
PAYMENT SCHEDULE

20 09 - 2009 For the Months of...	Estimated Amount of Expenditures	Type of Budgeted Expenditures
March 2009		
April 2009		
May 2009		
June 2009		
TOTALS:	$	

Exhibit D
Schedule of Activity

SUBRECIPIENT hereby agrees to perform services as outlined in Exhibit A.

A proposed monthly schedule of activity should be provided in this space. Schedule should not exceed SUBRECIPIENT contract time frame of 24 months from contract date.

20 09 - 2009 For the Months of...	Number of Beneficiaries	Services
March 2009		
April 2009		
May 2009		
June 2009		
Totals		

AI-14435 **10.H.**

Subr Agreement - Consumer Credit Counseling Service of South Texas
CC REGULAR

Date: 03/17/2009
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Category: Urban County

Information

CAPTION

Approval of a Subrecipient Agreement with Consumer Credit Counseling Counseling Service of South Texas and the Urban County Program-ESG Surplus Funds (2009) under the Emergency Shelter Grant Program for Essential Services and Homeless Prevention.

BACKGROUND

The Consumer Credit Counseling Service of South Texas will use their funds to administer the homeless prevention services. Services include:

Essential Services	Homeless Prevention
Staff salary (Case Worker) to administer the Homeless Prevention Services	Rental assistance and utility arrearages for families that have received eviction or utility termination notices, security deposits, or first month's rent and mortgage foreclosures.

Subrecipient:	Consumer Credit Counseling Service of South Texas
	$ 23,490.34 - Essential Services
	72,193.34- Homeless Prevention Service
Total Agreement Amt.:	$ 95,683.68
Funds Available:	$ 95,683.68

Approval of agreement is recommended.

Fiscal Impact

FISCAL YEAR:
ACCT. #: Urban County funds
FUNDS AVAILABLE Y/N?: Yes
MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Total Agreement Amount: $95,683.68

Funds Available: $95,683.68

Attachments

Link: Revised Agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	03/09/2009 01:21 PM	APRV
2	Veronica Lopez	Veronica Lopez	03/10/2009 09:39 AM	APRV
3	Auditor's Office		03/13/2009 04:31 PM	NEW

Form Started By: Estella Webber Started On: 03/09/2009 10:51 AM

Final Approval Date: 03/13/2009

STATE OF TEXAS {}

COUNTY OF HIDALGO {}

EMERGENCY SHELTER GRANT PROGRAM-SURPLUS FUNDS 2009 SUBRECIPIENT AGREEMENT

This Agreement, made and entered into on this the _____ **day of** _____, **2009** by and between **Hidalgo County-Urban County Program**, hereinafter referred to as "**ENTITY**," a political subdivision of the State of Texas and _____, a neighborhood based not-for-profit organization, hereinafter referred to as "**SUBRECIPIENT**".

WITNESSETH

WHEREAS, the **SUBRECIPIENT** desires to carry out eligible activities as described in **Exhibit A** and permitted by 24 CFR §576.21 ; and

WHEREAS, the **ENTITY** proposes to contract with **SUBRECIPIENT** in order that the special activities described in Exhibit A can be carried out in the **ENTITY**'s jurisdiction; and

WHEREAS, the **ENTITY** has made a finding that those activities listed in Exhibit A are eligible under 24 CFR 576.21;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration, the **ENTITY** and the **SUBRECIPIENT** do mutually agree as follows:

SECTION I
Rules and Regulations

The **SUBRECIPIENT** agrees to cooperate with the **ENTITY** in respect to the implementation of Emergency Shelter Grant Program activities to be carried out by **SUBRECIPIENT** pursuant to 24 CFR Part 576 and other rules, regulations and decisions as may be made by the Department of Housing and Urban Development (HUD) or any other federal or state **ENTITY** that may legally exercise its jurisdiction over expenditures of ESG funds.

SECTION II
Statement of Work

SUBRECIPIENT agrees to perform services as outlined in **Exhibit A: Statement of Work,** of this Agreement for and in consideration of ESG funding in the amount of $_____ enumerated in **Exhibit B: Payment Schedule.**

SUBRECIPIENT agrees to notify **ENTITY** ***in writing*** of any changes in its Statement of Work, Grant Budget and Payment Schedule. **SUBRECIPIENT** shall obtain approval ***in writing*** from **ENTITY** prior to commencing work on any changes made to the Statement of Work, Grant Budget and Payment Schedule.

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Attention: Urban County Program
1916 Tesoro Blvd.
Pharr, Texas 78577

If to **SUBRECIPIENT**: _____
_____
_____
Fed I.D. # _____

14.05 **(Continued)** 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.

14.06 **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.

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

14.08 **Assignment.** This Agreement shall not be assignable by **SUBRECIPIENT**. **ENTITY** may assign this Agreement without the consent of **SUBRECIPIENT**.

14.09 **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.

14.10 **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

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

SECTION XIX
Effective Date

The effective date of this contract shall be the ____ **day of** ____, **2009**, such date being the date the County Commissioners' Court approved entering into this Agreement with **SUBRECIPIENT**, and shall terminate on the **30th** day of **June , 2009**. ***Non-profits funding will be for a period of four (4) months.**

Approved and signed this _____ day of _____, 20____.

_____
, Director
Executing Official

Subrecipient Firm Name: _____
Address: _____
_____
Fed. I.D. # or Soc. Sec. #: _____

STATE OF TEXAS {
{
COUNTY OF HIDALGO {

_____, personally appeared before me and declared that he/she signed this application in the capacity designated, if any, and further states that, he/she has read the above application, and the statements therein contained are true.

Subscribed and sworn to before me this _____ day of _____, 2009.

_____
Notary - Signature

Witness:

COUNTY OF HIDALGO
URBAN COUNTY PROGRAM

_____
Diana R. Serna, UCP Exec. Director

EXHIBIT A

STATEMENT OF WORK

See Attached

Exhibit B
PAYMENT SCHEDULE

Exhibit C
Records & Reports

A. When requesting payment, attach a cover letter summarizing the expenditures with the following documents:

- Copies of Invoices
- Canceled Checks
- Portion requesting from ESG Program
- Other Supporting Documents

Payment requests must be submitted to Urban County by the 15th of each month.

- A Performance report must be submitted to the Urban County Program accompanying each request for payment. Each performance report must have the following items:
  a). Period covered by Performance Report
  b). Type of services provided
  c). Type of Equipment/Supplies Purchased
  d). Amount of fund Expended
  e). Number of Beneficiaries Served & Ethnicity Data

  _____ White, non Hispanic
  _____ Black, non Hispanic
  _____ Native American
  _____ Asian or Pacific Islander
  _____ Hispanic
  _____ Total
- How services provided benefit clientele
- Projection for next disbursement period
- Program Income Report/Blank Statement
- Other significant Information

B. Matching Funds (24 CFR 576.51 (a) requires that each grantee and/or SUBRECIPIENT must match the funding provided by HUD under 24 CFR 576 with an equal amount of funds from sources other than under Part 576. Therefore, each request for payment must be with either cash, volunteer time, in-kind or donations.

3. Provide an annual report of activity by January 10th of each year the Agreement is in effect. The annual report shall include the following:

- ☐ **Facility Name**: List name, address (unless confidential) of each shelter/facility receiving ESGP assistance.

- ☐ **ESGP Amount:** Indicate the amount of ESG assistance allocated to each shelter/facility. It is optional whether the amount of funds for each activity type – Rehabilitation, Services, Operation – is presented.)

- ☐ **Activity Types**: Briefly describe the accomplishments from each eligible activity – Rehabilitation, Services, Operations – funded at the shelter/facility through ESG funds. Indicate if the rehabilitation activity involves costs in excess of 75 percent of the value of the building before rehabilitation (Major Rehabilitation). Summarize category of services provided.

- ☐ **Homeless Beneficiaries**: For each shelter/facility assisted use the following codes for describing the types of beneficiaries:

  UM – Unaccompanied Men
  UW – Unaccompanied Women
  UFY – Unaccompanied Female Youth under 18 years of age
  UMY – Unaccompanied Male Youth under 18 years of age
  SPF – Single Parent Families
  TPF – Two Parent Families
  AC – Adult Couples without children
  DK – Don't Know

  Note: If there is more that one beneficiary type, **list all with the predominant beneficiary type listed first.**

- ☐ **Racial and Ethnic Data**: During the past year of operation what was the estimated average number of people each ESG-Shelter/Facility served per day/night? What is the estimated portion of these different racial and ethnic groups?

  Estimated average number served per day/night _____.

- ☐ **Racial and Ethnic Data (Continued):**

Portion Served:

_____ White, non Hispanic
_____ Black, non Hispanic
_____ Native American
_____ Asian or Pacific Islander
_____ Hispanic
_____ Total

SUBRECIPIENT must maintain a file of all records and reports submitted to the Urban County Program. **SUBRECIPIENT** must maintain record of beneficiaries being served (i.e. application, membership, clientele profile, etc.).

SUBRECIPIENT must maintain files of all original contract agreements, amendments, and correspondence.

SUBRECIPIENT must maintain proper financial records.

Exhibit B-1
Grant Budget

TYPE OF EXPENDITURES	BUDGETED AMOUNT
As identified through the Statement of Work	$
	$
	$
	$
	$
	$
	$
	$
TOTAL GRANT BUDGET:	$

EXHIBIT B-2
PAYMENT SCHEDULE

20 09 - 2009 For the Months of...	Estimated Amount of Expenditures	Type of Budgeted Expenditures
March 2009		
April 2009		
May 2009		
June 2009		
TOTALS:	$	

Exhibit D
Schedule of Activity

SUBRECIPIENT hereby agrees to perform services as outlined in Exhibit A.

A proposed monthly schedule of activity should be provided in this space. Schedule should not exceed SUBRECIPIENT contract time frame of 24 months from contract date.

20 09 - 2009 For the Months of...	Number of Beneficiaries	Services
March 2009		
April 2009		
May 2009		
June 2009		
Totals		

AI-14432 **10.I.**

Subr Agreement - The Salvation Army & UCP Emergency Shelter Grant prog.

CC REGULAR

Date: 03/17/2009
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Category: Urban County

Information

CAPTION

Approval of a Subrecipient Agreement with The Salvation Army and the Urban County Program-ESG Surplus Funds (2009) under the Emergency Shelter Grant Program for Maintenance and Operations, Essential Services, and Homeless Prevention Services.

BACKGROUND

The Salvation Army will use their funds at their homeless shelter and at their Edinburg office for the provision of Homeless Prevention services. Services include:

Maintenance &Operations	Essential Services	Homeless Prevention
Utilities (light, phone, water) Furniture/Equipment Washers/Dryers 12 passenger vans	Staff salaries/benefits(shelter manager, case worker) Material-Life Skills Classes	Rental assistance and utility arrearages for families that have received eviction notices or utility termination notices, security deposits or first month's rent and mortgage foreclosures.

Subrecipient:	The Salvation Army
	$ 114,495.72 - Maintenance & Operations
	32,764.35 - Essential Services
	59,193.34 - Homeless Prevention Services
Total Agreement Amt.:	$ 206,453.41
Funds Available:	$206,453.41

Approval of agreement is recommended.

Fiscal Impact

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

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

BUDGETARY IMPACT:

Total Agreement Amount: $206,453.41

Funds Available: $206,453.42

Attachments

Link: Revised agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	03/09/2009 01:20 PM	APRV

2	Veronica Lopez	Veronica Lopez	03/10/2009 08:58 AM	APRV
3	Auditor's Office		03/13/2009 04:31 PM	NEW

Form Started By: Estella Webber Started On: 03/09/2009 10:18 AM

Final Approval Date: 03/13/2009

STATE OF TEXAS {}

COUNTY OF HIDALGO {}

EMERGENCY SHELTER GRANT PROGRAM-SURPLUS FUNDS 2009 SUBRECIPIENT AGREEMENT

This Agreement, made and entered into on this the _____ **day of** _____, **2009** by and between **Hidalgo County-Urban County Program**, hereinafter referred to as "**ENTITY**," a political subdivision of the State of Texas and _____, a neighborhood based not-for-profit organization, hereinafter referred to as "**SUBRECIPIENT**".

WITNESSETH

WHEREAS, the **SUBRECIPIENT** desires to carry out eligible activities as described in **Exhibit A** and permitted by 24 CFR §576.21 ; and

WHEREAS, the **ENTITY** proposes to contract with **SUBRECIPIENT** in order that the special activities described in Exhibit A can be carried out in the **ENTITY**'s jurisdiction; and

WHEREAS, the **ENTITY** has made a finding that those activities listed in Exhibit A are eligible under 24 CFR 576.21;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration, the **ENTITY** and the **SUBRECIPIENT** do mutually agree as follows:

SECTION I
Rules and Regulations

The **SUBRECIPIENT** agrees to cooperate with the **ENTITY** in respect to the implementation of Emergency Shelter Grant Program activities to be carried out by **SUBRECIPIENT** pursuant to 24 CFR Part 576 and other rules, regulations and decisions as may be made by the Department of Housing and Urban Development (HUD) or any other federal or state **ENTITY** that may legally exercise its jurisdiction over expenditures of ESG funds.

SECTION II
Statement of Work

SUBRECIPIENT agrees to perform services as outlined in **Exhibit A: Statement of Work,** of this Agreement for and in consideration of ESG funding in the amount of $_____ enumerated in **Exhibit B: Payment Schedule.**

SUBRECIPIENT agrees to notify **ENTITY** ***in writing*** of any changes in its Statement of Work, Grant Budget and Payment Schedule. **SUBRECIPIENT** shall obtain approval ***in writing*** from **ENTITY** prior to commencing work on any changes made to the Statement of Work, Grant Budget and Payment Schedule.

ENTITY shall not be liable for costs incurred or performances rendered by **SUBRECIPIENT** before commencement of this agreement or after termination of this agreement.

SUBRECIPIENT agrees to follow the schedule outlined in **Exhibit D: Schedule of Activity** and shall notify **ENTITY** of any changes, delays or departures from the schedule. If the **SUBRECIPIENT** demonstrates that delays or departures from the schedule is due to circumstances beyond its control, **ENTITY** and **SUBRECIPIENT** may amend such Schedule of Activity within the time frame established by this Agreement.

SECTION III
Records and Reports

SUBRECIPIENT agrees to maintain records and reports as outlined in **Exhibit C: Records and Reports** and agrees to make those records and reports available to the **ENTITY**, HUD, and any other local, state or federal entity or authority that may exercise jurisdiction over expenditure of ESG funds.

SECTION IV
Monitoring Visits

SUBRECIPIENT agrees that **ENTITY** shall conduct on-site monitoring visits to assure compliance with applicable Federal requirements and that performance goals are being achieved as per 24 CFR Part 85.40 (a).

SECTION V
Payment Requests and Program Income

SUBRECIPIENT agrees to allow **ENTITY** to account for all program income from any ESG funded activity covered under this agreement and listed in Exhibit B. Any program income generated by a ESG funded activity can be used by the **SUBRECIPIENT** for activities so listed in Exhibit A upon approval of **ENTITY.**
Failure of the **SUBRECIPIENT** to report program income as required, shall cause **ENTITY** to require all program income to be recovered by the **ENTITY**.

SUBRECIPIENT and **ENTITY** agree that all unused ESGP funds will be returned to **ENTITY** at the end or termination of this agreement.

SECTION VI
Religious Activities

The SUBRECIPIENT and **ENTITY** both agree that none of the funds expended or activities undertaken shall be used in support of any sectarian or religious activity, nor shall any building or structure funded under this Agreement be used for sectarian or religious activities as described in 24 CFR 576.23.

SECTION VII
Other Program Requirements

SUBRECIPIENT agrees to comply with "Other Program Requirements" as listed in 24 CFR 576.57.

SUBRECIPIENT further agrees to approve and attach hereto a formal process to be established by **SUBRECIPIENT** for terminating assistance to an individual or family.

SECTION VIII
Uniform Administrative Requirements

SUBRECIPIENT agrees to comply with the requirements and standards of OMB Circular No. A-122, "Cost Principles for Nonprofit Organizations" (attached) and OMB Circular No. A-110. All administrative requirements such as Cash Depositories, Bonding and Insurance, Retention and Custodial Requirements for Records, Standards for Financial Management Systems, Monitoring and Reporting Program Performance, Property Management Standards, and Procurement Standards can be found in the text of the main document of said OMB Circular No. A-110, more specifically Sub Part C-Post Award Requirements (attached). ***(Please note that there are no longer any attachments to Circular A-110).***

SECTION IX
Audit Requirements

SUBRECIPIENT agrees to comply with the applicable requirements and standards as set forth in OMB Circular A-133, Audits of States, Local Governments and Non-Profit organizations. **SUBRECIPIENT** agrees to provide to **ENTITY** a copy of its Financial Report.

SECTION X
Suspension and Termination

SUBRECIPIENT understands that this agreement may be suspended or terminated, in accordance with 24 CFR §85.43, if the **SUBRECIPIENT** materially fails to comply with the provisions of

this agreement or the provisions so listed on **Exhibits A through E.**

It is expressly agreed that this Agreement may not be amended except upon the joint action of both **Hidalgo County, Urban County Program and The Salvation Army.**

SECTION XI
Assets

SUBRECIPIENT shall not purchase any asset unless so permitted by the **ENTITY** and such procurement shall be done in the form and manner so prescribed by the **ENTITY.**

Any asset acquired or improved in part or in whole with ESG funds in excess of $25,000 must be used in an activity that meets one of the national objectives listed in 24 CFR 576 for a period of three years after the expiration of this Agreement or a longer period if so determined by the **ENTITY.**

The disposition of any asset improved or acquired in part or in whole with ESG funds by the **SUBRECIPIENT** must be done with prior approval of the **ENTITY** and the **ENTITY** shall be reimbursed for the asset, if sold, in the full amount of the disposed value of the asset. The **ENTITY** may, at its option, request that such asset be transferred to **ENTITY** if the asset is no longer being used to meet one of the national objectives or in any case where the **SUBRECIPIENT** no longer provides services shown on Exhibit A.

SECTION XII
Use as an Emergency Shelter

SUBRECIPIENT agrees to operate and maintain an emergency shelter for a period of ten (10) years if ESGP funds were used for renovation, major rehabilitation, or conversion of buildings for use as emergency shelters for the homeless.

If the **SUBRECIPIENT** uses ESG funds for operation and maintenance costs, **SUBRECIPIENT** hereby agrees to maintain the shelter for the homeless for the period for which assistance is being provided for the same targeted population. For the purposes of this Agreement, such time period shall be from the date the Agreement is executed to its expiration, as identified in Section XIX.

SECTION XIII
Indemnity Clause

SUBRECIPIENT agrees to hold **ENTITY** harmless from, and indemnify **ENTITY** for and defend **ENTITY** against any and all claims brought against **ENTITY** by employees or officers of **SUBRECIPIENT** or brought by any third person arising in any manner directly or indirectly from **SUBRECIPIENT** programs, activities or events conducted pursuant to this Agreement.

SUBRECIPIENT shall acquire, maintain and furnish to **ENTITY** a Certificate of Insurance as proof that it has secured and paid for policies of public liability and automobile insurance to cover all operations and services under the contract agreement with limits of not less than $300,000.00 per occurrence, $300,000.00 aggregate, covering all risks incident to or in connection with the execution, performance, attempted performance or non-performance of this Agreement. This requirement shall be to meet **SUBRECIPIENT**'s duty of indemnification under this paragraph.

SECTION XIV
Procurement

SUBRECIPIENT agrees to follow the rules of the **ENTITY** on the procurement of services, supplies or non-real property in relation to **ENTITY**-funded projects. The legal standards that will apply include the Procurement Standards of the Hidalgo County Urban County Program which includes 24 CFR 85.36, and the Texas County Purchasing Act. In such case as **SUBRECIPIENT** has developed procurement standards governing its operation, such standards shall be reviewed by **ENTITY** to ensure compliance with the Standards implemented by **ENTITY**.

SECTION XV
Conflict of Interest

The **SUBRECIPIENT** covenants that no member of its organization or staff member who exercises influence on the decision-making process presently has or will have any interest, direct or indirect, with any person, corporation, company or association that is hired to carry out any of the activities so listed on **Exhibit A.**

The **SUBRECIPIENT** agrees that no person who is an elected official, officer, director, employee, consultant, or agent of the **SUBRECIPIENT**'s organization or the **ENTITY**'s organization shall gain any interest in any corporation, company, or association that is hired to carry out any of the activities so listed in **Exhibit A** during their tenure or for a period of one year thereafter.

No **ENTITY** employees, elected officials, consultants and/or agents shall solicit nor accept gratuities, favors, or anything of monetary value from any person, corporation, company, or association that has been hired or expects to be hired to perform any of the activities so described on **Exhibit A.**

SECTION XVI
24 CFR 576

SUBRECIPIENT and **ENTITY** agree to follow 24 CFR 576 and that 24 CFR 576 is made a part of this Agreement for all intends and purposes, and that the regulations are provided herein as Exhibit E.

SECTION XVII
Legal Action and Venue

The **SUBRECIPIENT** agrees to notify the **ENTITY** when a problem arises that may lead to legal action or claim against the **SUBRECIPIENT**. The **SUBRECIPIENT** agrees to furnish to the **ENTITY** any information with respect to such action or claim. The **SUBRECIPIENT** agrees not to take any action with respect to any legal action or claim sought against the **SUBRECIPIENT** without the advice and consent of the **ENTITY**.

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

SECTION XVIII
Miscellaneous Provisions

14.01 **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.

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

14.03 **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 **ENTITY** and **SUBRECIPIENT**, and not otherwise.

14.04 **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.

SECTION XVIII
Miscellaneous Provisions

14.05 **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 (iii) by facsimile, at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to **ENTITY**: **Hidalgo County**
Attention: Urban County Program
1916 Tesoro Blvd.
Pharr, Texas 78577

If to **SUBRECIPIENT**: _____
_____
_____
Fed I.D. # _____

14.05 **(Continued)** 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.

14.06 **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.

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

14.08 **Assignment.** This Agreement shall not be assignable by **SUBRECIPIENT**. **ENTITY** may assign this Agreement without the consent of **SUBRECIPIENT**.

14.09 **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.

14.10 **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

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

SECTION XIX
Effective Date

The effective date of this contract shall be the ____ **day of** ____, **2009**, such date being the date the County Commissioners' Court approved entering into this Agreement with **SUBRECIPIENT**, and shall terminate on the **30th** day of **June, 2009**. ***Non-profits funding will be for a period of four (4) months.**

Approved and signed this _____ day of _____, 20____.

_____
, Director
Executing Official

Subrecipient Firm Name: _____
Address: _____
_____

Fed. I.D. # or Soc. Sec. #: _____

STATE OF TEXAS {
{
COUNTY OF HIDALGO {

_____, personally appeared before me and declared that he/she signed this application in the capacity designated, if any, and further states that, he/she has read the above application, and the statements therein contained are true.

Subscribed and sworn to before me this _____ day of _____, 2009.

_____
Notary - Signature

Witness:

COUNTY OF HIDALGO
URBAN COUNTY PROGRAM

_____
Diana R. Serna, UCP Exec. Director

EXHIBIT A

STATEMENT OF WORK

See Attached

Exhibit B
PAYMENT SCHEDULE

Exhibit C
Records & Reports

A. When requesting payment, attach a cover letter summarizing the expenditures with the following documents:

- Copies of Invoices
- Canceled Checks
- Portion requesting from ESG Program
- Other Supporting Documents

Payment requests must be submitted to Urban County by the 15th of each month.

- A Performance report must be submitted to the Urban County Program accompanying each request for payment. Each performance report must have the following items:
  a). Period covered by Performance Report
  b). Type of services provided
  c). Type of Equipment/Supplies Purchased
  d). Amount of fund Expended
  e). Number of Beneficiaries Served & Ethnicity Data

  _____ White, non Hispanic
  _____ Black, non Hispanic
  _____ Native American
  _____ Asian or Pacific Islander
  _____ Hispanic
  _____ Total
- How services provided benefit clientele
- Projection for next disbursement period
- Program Income Report/Blank Statement
- Other significant Information

B. Matching Funds (24 CFR 576.51 (a) requires that each grantee and/or SUBRECIPIENT must match the funding provided by HUD under 24 CFR 576 with an equal amount of funds from sources other than under Part 576. Therefore, each request for payment must be with either cash, volunteer time, in-kind or donations.

3. Provide an annual report of activity by January 10th of each year the Agreement is in effect. The annual report shall include the following:

- ☐ **Facility Name**: List name, address (unless confidential) of each shelter/facility receiving ESGP assistance.

- ☐ **ESGP Amount:** Indicate the amount of ESG assistance allocated to each shelter/facility. It is optional whether the amount of funds for each activity type – Rehabilitation, Services, Operation – is presented.)

- ☐ **Activity Types**: Briefly describe the accomplishments from each eligible activity – Rehabilitation, Services, Operations – funded at the shelter/facility through ESG funds. Indicate if the rehabilitation activity involves costs in excess of 75 percent of the value of the building before rehabilitation (Major Rehabilitation). Summarize category of services provided.

- ☐ **Homeless Beneficiaries**: For each shelter/facility assisted use the following codes for describing the types of beneficiaries:

  UM – Unaccompanied Men
  UW – Unaccompanied Women
  UFY – Unaccompanied Female Youth under 18 years of age
  UMY – Unaccompanied Male Youth under 18 years of age
  SPF – Single Parent Families
  TPF – Two Parent Families
  AC – Adult Couples without children
  DK – Don't Know

  Note: If there is more that one beneficiary type, **list all with the predominant beneficiary type listed first.**

- ☐ **Racial and Ethnic Data**: During the past year of operation what was the estimated average number of people each ESG-Shelter/Facility served per day/night? What is the estimated portion of these different racial and ethnic groups?

  Estimated average number served per day/night _____.

- ☐ **Racial and Ethnic Data (Continued):**

Portion Served:

_____ White, non Hispanic
_____ Black, non Hispanic
_____ Native American
_____ Asian or Pacific Islander
_____ Hispanic
_____ Total

SUBRECIPIENT must maintain a file of all records and reports submitted to the Urban County Program. **SUBRECIPIENT** must maintain record of beneficiaries being served (i.e. application, membership, clientele profile, etc.).

SUBRECIPIENT must maintain files of all original contract agreements, amendments, and correspondence.

SUBRECIPIENT must maintain proper financial records.

Exhibit B-1
Grant Budget

TYPE OF EXPENDITURES	BUDGETED AMOUNT
As identified through the Statement of Work	$
	$
	$
	$
	$
	$
	$
	$
TOTAL GRANT BUDGET:	$

EXHIBIT B-2
PAYMENT SCHEDULE

20 09 - 2009 For the Months of...	Estimated Amount of Expenditures	Type of Budgeted Expenditures
March 2009		
April 2009		
May 2009		
June 2009		
TOTALS:	$	

Exhibit D
Schedule of Activity

SUBRECIPIENT hereby agrees to perform services as outlined in Exhibit A.

A proposed monthly schedule of activity should be provided in this space. Schedule should not exceed SUBRECIPIENT contract time frame of 24 months from contract date.

20 09 - 2009 For the Months of...	Number of Beneficiaries	Services
March 2009		
April 2009		
May 2009		
June 2009		
Totals		

AI-14442 **10.J.**

Subr. Agreement - Advocacy Resource Center for Housing
CC REGULAR

Date: 03/17/2009
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Category: Urban County

Information

CAPTION

Approval of a Subrecipient Agreement with Advocacy Resource Center for Housing (ARCH) and the Urban County Program-ESG Surplus Funds (2009) under the Emergency Shelter Grant Program for Essential Services and Homeless Prevention Services.

BACKGROUND

The Advocacy Resource Center for Housing (ARCH) will use their funds to administer the Homeless Prevention services. Services include:

Essential Services	Homeless Prevention
Staff salary (Case Worker) to administer the homeless prevention services.	Rental assistance and utility arrearages for families that have received eviction or utility termination notices, security deposits or first month's rent and mortgage foreclosures.

Subrecipient:	Advocacy Resource Center for Housing (ARCH)
	$ 23,470.34 - Essential Services
	$55,959.33 - Homeless Prevention Service
Total Agreement Amt.:	$ 79,429.67
Funds Available:	$ 79,429.67

Approval of agreement is recommended.

Fiscal Impact

FISCAL YEAR:
ACCT. #: Urban County funds
FUNDS AVAILABLE Y/N?: Yes
MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Total Agreement Amount: $79,429.67

Funds Available: $79,429.67

Attachments

Link: Revised Agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	03/10/2009 07:06 AM	APRV
2	Veronica Lopez	Veronica Lopez	03/10/2009 09:56 AM	APRV
3	Auditor's Office	Angela Garcia	03/13/2009 04:31 PM	APRV

Form Started By: Estella Webber

Started On: 03/09/2009 01:54 PM

Final Approval Date: 03/13/2009

STATE OF TEXAS {}

COUNTY OF HIDALGO {}

EMERGENCY SHELTER GRANT PROGRAM-SURPLUS FUNDS 2009 SUBRECIPIENT AGREEMENT

This Agreement, made and entered into on this the **_____ day of _____, 2009** by and between **Hidalgo County-Urban County Program**, hereinafter referred to as "**ENTITY**," a political subdivision of the State of Texas and _____, a neighborhood based not-for-profit organization, hereinafter referred to as "**SUBRECIPIENT**".

WITNESSETH

WHEREAS, the **SUBRECIPIENT** desires to carry out eligible activities as described in **Exhibit A** and permitted by 24 CFR §576.21 ; and

WHEREAS, the **ENTITY** proposes to contract with **SUBRECIPIENT** in order that the special activities described in Exhibit A can be carried out in the **ENTITY**'s jurisdiction; and

WHEREAS, the **ENTITY** has made a finding that those activities listed in Exhibit A are eligible under 24 CFR 576.21;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the mutual covenants and agreements herein set forth and other good and valuable consideration, the **ENTITY** and the **SUBRECIPIENT** do mutually agree as follows:

SECTION I
Rules and Regulations

The **SUBRECIPIENT** agrees to cooperate with the **ENTITY** in respect to the implementation of Emergency Shelter Grant Program activities to be carried out by **SUBRECIPIENT** pursuant to 24 CFR Part 576 and other rules, regulations and decisions as may be made by the Department of Housing and Urban Development (HUD) or any other federal or state **ENTITY** that may legally exercise its jurisdiction over expenditures of ESG funds.

SECTION II
Statement of Work

SUBRECIPIENT agrees to perform services as outlined in **Exhibit A: Statement of Work,** of this Agreement for and in consideration of ESG funding in the amount of **$**_____ enumerated in **Exhibit B: Payment Schedule.**

SUBRECIPIENT agrees to notify **ENTITY** ***in writing*** of any changes in its Statement of Work, Grant Budget and Payment Schedule. **SUBRECIPIENT** shall obtain approval ***in writing*** from **ENTITY** prior to commencing work on any changes made to the Statement of Work, Grant Budget and Payment Schedule.

ENTITY shall not be liable for costs incurred or performances rendered by **SUBRECIPIENT** before commencement of this agreement or after termination of this agreement.

SUBRECIPIENT agrees to follow the schedule outlined in **Exhibit D: Schedule of Activity** and shall notify **ENTITY** of any changes, delays or departures from the schedule. If the **SUBRECIPIENT** demonstrates that delays or departures from the schedule is due to circumstances beyond its control, **ENTITY** and **SUBRECIPIENT** may amend such Schedule of Activity within the time frame established by this Agreement.

SECTION III
Records and Reports

SUBRECIPIENT agrees to maintain records and reports as outlined in **Exhibit C: Records and Reports** and agrees to make those records and reports available to the **ENTITY**, HUD, and any other local, state or federal entity or authority that may exercise jurisdiction over expenditure of ESG funds.

SECTION IV
Monitoring Visits

SUBRECIPIENT agrees that **ENTITY** shall conduct on-site monitoring visits to assure compliance with applicable Federal requirements and that performance goals are being achieved as per 24 CFR Part 85.40 (a).

SECTION V
Payment Requests and Program Income

SUBRECIPIENT agrees to allow **ENTITY** to account for all program income from any ESG funded activity covered under this agreement and listed in Exhibit B. Any program income generated by a ESG funded activity can be used by the **SUBRECIPIENT** for activities so listed in Exhibit A upon approval of **ENTITY**.
Failure of the **SUBRECIPIENT** to report program income as required, shall cause **ENTITY** to require all program income to be recovered by the **ENTITY**.

SUBRECIPIENT and **ENTITY** agree that all unused ESGP funds will be returned to **ENTITY** at the end or termination of this agreement.

SECTION VI
Religious Activities

The SUBRECIPIENT and **ENTITY** both agree that none of the funds expended or activities undertaken shall be used in support of any sectarian or religious activity, nor shall any building or structure funded under this Agreement be used for sectarian or religious activities as described in 24 CFR 576.23.

SECTION VII
Other Program Requirements

SUBRECIPIENT agrees to comply with "Other Program Requirements" as listed in 24 CFR 576.57.

SUBRECIPIENT further agrees to approve and attach hereto a formal process to be established by **SUBRECIPIENT** for terminating assistance to an individual or family.

SECTION VIII
Uniform Administrative Requirements

SUBRECIPIENT agrees to comply with the requirements and standards of OMB Circular No. A-122, "Cost Principles for Nonprofit Organizations" (attached) and OMB Circular No. A-110. All administrative requirements such as Cash Depositories, Bonding and Insurance, Retention and Custodial Requirements for Records, Standards for Financial Management Systems, Monitoring and Reporting Program Performance, Property Management Standards, and Procurement Standards can be found in the text of the main document of said OMB Circular No. A-110, more specifically Sub Part C-Post Award Requirements (attached). ***(Please note that there are no longer any attachments to Circular A-110).***

SECTION IX
Audit Requirements

SUBRECIPIENT agrees to comply with the applicable requirements and standards as set forth in OMB Circular A-133, Audits of States, Local Governments and Non-Profit organizations. **SUBRECIPIENT** agrees to provide to **ENTITY** a copy of its Financial Report.

SECTION X
Suspension and Termination

SUBRECIPIENT understands that this agreement may be suspended or terminated, in accordance with 24 CFR §85.43, if the **SUBRECIPIENT** materially fails to comply with the provisions of

this agreement or the provisions so listed on **Exhibits A through E.**

It is expressly agreed that this Agreement may not be amended except upon the joint action of both **Hidalgo County, Urban County Program and Advocacy Resource Center for Housing (ARCH).**

SECTION XI
Assets

SUBRECIPIENT shall not purchase any asset unless so permitted by the **ENTITY** and such procurement shall be done in the form and manner so prescribed by the **ENTITY.**

Any asset acquired or improved in part or in whole with ESG funds in excess of $25,000 must be used in an activity that meets one of the national objectives listed in 24 CFR 576 for a period of three years after the expiration of this Agreement or a longer period if so determined by the **ENTITY.**

The disposition of any asset improved or acquired in part or in whole with ESG funds by the **SUBRECIPIENT** must be done with prior approval of the **ENTITY** and the **ENTITY** shall be reimbursed for the asset, if sold, in the full amount of the disposed value of the asset. The **ENTITY** may, at its option, request that such asset be transferred to **ENTITY** if the asset is no longer being used to meet one of the national objectives or in any case where the **SUBRECIPIENT** no longer provides services shown on Exhibit A.

SECTION XII
Use as an Emergency Shelter

SUBRECIPIENT agrees to operate and maintain an emergency shelter for a period of ten (10) years if ESGP funds were used for renovation, major rehabilitation, or conversion of buildings for use as emergency shelters for the homeless.

If the **SUBRECIPIENT** uses ESG funds for operation and maintenance costs, **SUBRECIPIENT** hereby agrees to maintain the shelter for the homeless for the period for which assistance is being provided for the same targeted population. For the purposes of this Agreement, such time period shall be from the date the Agreement is executed to its expiration, as identified in Section XIX.

SECTION XIII
Indemnity Clause

SUBRECIPIENT agrees to hold **ENTITY** harmless from, and indemnify **ENTITY** for and defend **ENTITY** against any and all claims brought against **ENTITY** by employees or officers of **SUBRECIPIENT** or brought by any third person arising in any manner directly or indirectly from **SUBRECIPIENT** programs, activities or events conducted pursuant to this Agreement.

SUBRECIPIENT shall acquire, maintain and furnish to **ENTITY** a Certificate of Insurance as proof that it has secured and paid for policies of public liability and automobile insurance to cover all operations and services under the contract agreement with limits of not less than $300,000.00 per occurrence, $300,000.00 aggregate, covering all risks incident to or in connection with the execution, performance, attempted performance or non-performance of this Agreement. This requirement shall be to meet **SUBRECIPIENT**'s duty of indemnification under this paragraph.

SECTION XIV
Procurement

SUBRECIPIENT agrees to follow the rules of the **ENTITY** on the procurement of services, supplies or non-real property in relation to **ENTITY**-funded projects. The legal standards that will apply include the Procurement Standards of the Hidalgo County Urban County Program which includes 24 CFR 85.36, and the Texas County Purchasing Act. In such case as **SUBRECIPIENT** has developed procurement standards governing its operation, such standards shall be reviewed by **ENTITY** to ensure compliance with the Standards implemented by **ENTITY**.

SECTION XV
Conflict of Interest

The **SUBRECIPIENT** covenants that no member of its organization or staff member who exercises influence on the decision-making process presently has or will have any interest, direct or indirect, with any person, corporation, company or association that is hired to carry out any of the activities so listed on **Exhibit A.**

The **SUBRECIPIENT** agrees that no person who is an elected official, officer, director, employee, consultant, or agent of the **SUBRECIPIENT**'s organization or the **ENTITY**'s organization shall gain any interest in any corporation, company, or association that is hired to carry out any of the activities so listed in **Exhibit A** during their tenure or for a period of one year thereafter.

No **ENTITY** employees, elected officials, consultants and/or agents shall solicit nor accept gratuities, favors, or anything of monetary value from any person, corporation, company, or association that has been hired or expects to be hired to perform any of the activities so described on **Exhibit A.**

SECTION XVI
24 CFR 576

SUBRECIPIENT and **ENTITY** agree to follow 24 CFR 576 and that 24 CFR 576 is made a part of this Agreement for all intends and purposes, and that the regulations are provided herein as Exhibit E.

SECTION XVII
Legal Action and Venue

The **SUBRECIPIENT** agrees to notify the **ENTITY** when a problem arises that may lead to legal action or claim against the **SUBRECIPIENT**. The **SUBRECIPIENT** agrees to furnish to the **ENTITY** any information with respect to such action or claim. The **SUBRECIPIENT** agrees not to take any action with respect to any legal action or claim sought against the **SUBRECIPIENT** without the advice and consent of the **ENTITY**.

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

SECTION XVIII
Miscellaneous Provisions

14.01 **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.

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

14.03 **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 **ENTITY** and **SUBRECIPIENT**, and not otherwise.

14.04 **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.

SECTION XVIII
Miscellaneous Provisions

14.05 **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 (iii) by facsimile, at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to **ENTITY**: **Hidalgo County**
Attention: Urban County Program
1916 Tesoro Blvd.
Pharr, Texas 78577

If to **SUBRECIPIENT**: _____
_____
_____
Fed I.D. # _____

14.05 **(Continued)** 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.

14.06 **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.

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

14.08 **Assignment.** This Agreement shall not be assignable by **SUBRECIPIENT**. **ENTITY** may assign this Agreement without the consent of **SUBRECIPIENT**.

14.09 **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.

14.10 **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

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

SECTION XIX
Effective Date

The effective date of this contract shall be the ____ **day of** ____, **2009**, such date being the date the County Commissioners' Court approved entering into this Agreement with **SUBRECIPIENT**, and shall terminate on the **30th** **day of** **June , 2009**. ***Non-profits funding will be for a period of four (4) months.**

Approved and signed this _____ day of _____, 20____.

_____
, Director
Executing Official

Subrecipient Firm Name: _____
Address: _____
_____
Fed. I.D. # or Soc. Sec. #: _____

STATE OF TEXAS {
{
COUNTY OF HIDALGO {

_____, personally appeared before me and declared that he/she signed this application in the capacity designated, if any, and further states that, he/she has read the above application, and the statements therein contained are true.

Subscribed and sworn to before me this _____ day of _____, 2009.

_____
Notary - Signature

Witness:

COUNTY OF HIDALGO
URBAN COUNTY PROGRAM

_____
Diana R. Serna, UCP Exec. Director

EXHIBIT A

STATEMENT OF WORK

See Attached

Exhibit B
PAYMENT SCHEDULE

Exhibit C
Records & Reports

A. When requesting payment, attach a cover letter summarizing the expenditures with the following documents:

- Copies of Invoices
- Canceled Checks
- Portion requesting from ESG Program
- Other Supporting Documents

Payment requests must be submitted to Urban County by the 15th of each month.

- A Performance report must be submitted to the Urban County Program accompanying each request for payment. Each performance report must have the following items:
  a). Period covered by Performance Report
  b). Type of services provided
  c). Type of Equipment/Supplies Purchased
  d). Amount of fund Expended
  e). Number of Beneficiaries Served & Ethnicity Data

  _____ White, non Hispanic
  _____ Black, non Hispanic
  _____ Native American
  _____ Asian or Pacific Islander
  _____ Hispanic
  _____ Total
- How services provided benefit clientele
- Projection for next disbursement period
- Program Income Report/Blank Statement
- Other significant Information

B. Matching Funds (24 CFR 576.51 (a) requires that each grantee and/or SUBRECIPIENT must match the funding provided by HUD under 24 CFR 576 with an equal amount of funds from sources other than under Part 576. Therefore, each request for payment must be with either cash, volunteer time, in-kind or donations.

3. Provide an annual report of activity by January 10th of each year the Agreement is in effect. The annual report shall include the following:

- ☐ **Facility Name**: List name, address (unless confidential) of each shelter/facility receiving ESGP assistance.

- ☐ **ESGP Amount:** Indicate the amount of ESG assistance allocated to each shelter/facility. It is optional whether the amount of funds for each activity type – Rehabilitation, Services, Operation – is presented.)

- ☐ **Activity Types**: Briefly describe the accomplishments from each eligible activity – Rehabilitation, Services, Operations – funded at the shelter/facility through ESG funds. Indicate if the rehabilitation activity involves costs in excess of 75 percent of the value of the building before rehabilitation (Major Rehabilitation). Summarize category of services provided.

- ☐ **Homeless Beneficiaries**: For each shelter/facility assisted use the following codes for describing the types of beneficiaries:

  UM – Unaccompanied Men
  UW – Unaccompanied Women
  UFY – Unaccompanied Female Youth under 18 years of age
  UMY – Unaccompanied Male Youth under 18 years of age
  SPF – Single Parent Families
  TPF – Two Parent Families
  AC – Adult Couples without children
  DK – Don't Know

  Note: If there is more that one beneficiary type, **list all with the predominant beneficiary type listed first.**

- ☐ **Racial and Ethnic Data**: During the past year of operation what was the estimated average number of people each ESG-Shelter/Facility served per day/night? What is the estimated portion of these different racial and ethnic groups?

  Estimated average number served per day/night _____.

- ☐ **Racial and Ethnic Data (Continued):**

Portion Served:

_____ White, non Hispanic
_____ Black, non Hispanic
_____ Native American
_____ Asian or Pacific Islander
_____ Hispanic
_____ Total

SUBRECIPIENT must maintain a file of all records and reports submitted to the Urban County Program. **SUBRECIPIENT** must maintain record of beneficiaries being served (i.e. application, membership, clientele profile, etc.).

SUBRECIPIENT must maintain files of all original contract agreements, amendments, and correspondence.

SUBRECIPIENT must maintain proper financial records.

Exhibit B-1
Grant Budget

TYPE OF EXPENDITURES	BUDGETED AMOUNT
As identified through the Statement of Work	$
	$
	$
	$
	$
	$
	$
	$
TOTAL GRANT BUDGET:	$

EXHIBIT B-2
PAYMENT SCHEDULE

20 09 - 2009 For the Months of...	Estimated Amount of Expenditures	Type of Budgeted Expenditures
March 2009		
April 2009		
May 2009		
June 2009		
TOTALS:	$	

Exhibit D
Schedule of Activity

SUBRECIPIENT hereby agrees to perform services as outlined in Exhibit A.

A proposed monthly schedule of activity should be provided in this space. Schedule should not exceed SUBRECIPIENT contract time frame of 24 months from contract date.

20 09 - 2009 For the Months of...	Number of Beneficiaries	Services
March 2009		
April 2009		
May 2009		
June 2009		
Totals		

AI-14429 **10.K.**

City of Weslaco Public Library Improvements project

CC REGULAR

Date:	03/17/2009
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a)(4) for Material Testing Services in connection with Hidalgo County Urban County Year 21(2008) for an Abatement for a Public Facility Improvement Project in the City of Weslaco.

2. Presentation of the scoring grid of at least four (4) Material Testing firms from the County's approved "pool" as graded and evaluated by the City of Weslaco, Hidalgo County Purchasing Department and the Urban County Program for the purposes of ranking by CC in connection with an Urban County Program Public Facility Improvement Project in the City of Weslaco.

3. Authority to negotiate a professional engineering service contract with the No. 1 ranked firm of _____ for the provision of Material Testing Services for an abatement for an Urban County Program - City of Weslaco Public Facility Improvement project.

BACKGROUND

The City of Weslaco and the Hidalgo County Purchasing Department have evaluated and graded four material testing firms from the County's approved "pool". Terracon Consultants, Inc., Professional Service Industries, Inc., L&G Engineering Laboratory, LLC, and Millennium Engineers Group., were the four firms. The Public Facility Improvements Project requires the removal of asbestos, an abatement process; prior to the rehabilitation of the public library commons being done. (See attached letter from VA Architecture, the project architectural firm and a grading grid for your review).

Fiscal Impact

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

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

BUDGETARY IMPACT:

Urban County funds will be used for this project. Additional information will be provided prior to award of contract.

Attachments

Link: library improvements

Link: back-up

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	03/09/2009 10:26 AM	APRV
2	Veronica Lopez	Veronica Lopez	03/10/2009 12:31 PM	APRV
3	Auditor's Office		03/13/2009 04:31 PM	NEW

Form Started By: Estella Webber Started On: 03/09/2009 09:13 AM

Final Approval Date: 03/13/2009

Hidalgo County-Urban County Program
City of Weslaco
Material Testing-Professional Services
Public Facility Improvements Project (Library)
Abatement Process
Grading Grid

CRITERIA	Terracon Consultants Inc.			Professional Service Industries, Inc.			L & G Engineering Laboratories, LLC			Millennium Engineers Group		
	Grader Weslaco	Grader UCP	Grader Purchasing	Grader Weslaco	Grader UCP	Grader Purchasing	Grader Weslaco	Grader UCP	Grader Purchasing	Grader Weslaco	Grader UCP	Grader Purchasing
Selection Criteria	20	20	20	20	19	20	15	19	18	15	18	16
Experience of Project Team	25	24	22	20	24	20	20	23	20	20	22	18
Experience/Availability of Project Manager	18	19	20	10	19	20	15	19	18	15	18	15
Understanding Projects	20	25	25	20	24	20	20	23	20	20	22	23
Familiarity w/ Applicable Rules & Regulations	10	10	10	10	10	10	10	10	10	10	10	10
TOTALS:	93	98	97	80	96	90	80	94	86	80	90	82
AVERAGES		**96%**			**88.67%**			**86.67%**			**84%**	
RANKING		**1**			**2**			**3**			**4**	

HIDALGO COUNTY STATEMENT OF QUALIFICATION
SCORING/EVALUATION SHEET
ENGINEERING/ARCHITECTURAL SERVICES

Project Description: 2008 Urban County Projects

Department: Urban County Program (City of Weslaco)

Name of Firm: Terracon Consultants, Inc.

Date of Evaluation: 3-3-09

Evaluator's Name: Bernard, Rodriguez

Selection Criteria	**Point**	**Score**
1. Professional Qualifications of Team	**20**	20
Comments/Rationale for Points:		
2. Experience of Project Team	**25**	25
***Note* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**		
Comments/Rationale for Points:		
3. Experience/Availability of Project Manager	**20**	18
Comments/Rationale for Points:		
4. Understanding of Project	**25**	20
Comments/Rationale for Points:		
5. Familiarity with Applicable Rules and Regulations	**10**	10
Comments/Rationale for Points:		
	Total Score	93

HIDALGO COUNTY STATEMENT OF QUALIFICATION
SCORING/EVALUATION SHEET
ENGINEERING/ARCHITECTURAL SERVICES

Project Description: City of Weslaco- Public Facility (Library-Abatement)

Department: Hidalgo County Urban County Program

Name of Firm: Terracon, Consultants, Inc.

Date of Evaluation: MARCH 2, 2009

Evaluator's Name: ANTONIO BARCO

Selection Criteria	**Point**	**Score**
1. Professional Qualifications of Team	**20**	20
Comments/Rationale for Points:		
2. Experience of Project Team	**25**	24
***Note* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**		
Comments/Rationale for Points:		
3. Experience/Availability of Project Manager	**20**	19
Comments/Rationale for Points:		
4. Understanding of Project	**25**	25
Comments/Rationale for Points:		
5. Familiarity with Applicable Rules and Regulations	**10**	10
Comments/Rationale for Points:		
	Total Score	98

HIDALGO COUNTY STATEMENT OF QUALIFICATION
SCORING/EVALUATION SHEET
ENGINEERING/ARCHITECTURAL SERVICES

Project Description: City of Weslaco- Public Facility (Library-Abatement)

Department: Hidalgo County Urban County Program

Name of Firm: Terracon, Consultants, Inc.'

Date of Evaluation: 03/02/09

Evaluator's Name: Oscar Garza, Procurement Specialist HCPD

Selection Criteria	**Point**	**Score**
1. Professional Qualifications of Team	**20**	**20**

Comments/Rationale for Points: Professional Qualifications include nationwide services with prepared professionals

2. Experience of Project Team	**25**	**22**

***Note* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**

Comments/Rationale for Points: Qualifications include experience with Asbestos related issues to include abatement

3. Experience/Availability of Project Manager	**20**	**20**

Comments/Rationale for Points: Company is equipment with 4 geoscientist registered in the City of Pharr currently residing in the City of Pharr and San Antonio experienced for proposed task

4. Understanding of Project	**25**	**25**

Comments/Rationale for Points: Company is a Certified Asbestos Consulting Agency with licensed asbestos inspectors and project managers.

5. Familiarity with Applicable Rules and Regulations	**10**	**10**

Comments/Rationale for Points: Credentials confirm familiarity with Rules and Regulations as related to proposed project.

Total Score ~~98~~ 97

HIDALGO COUNTY STATEMENT OF QUALIFICATION
SCORING/EVALUATION SHEET
ENGINEERING/ARCHITECTURAL SERVICES

Project Description: 2008 Urban County Projects

Department: Urban County Program (City of Weslaco)

Name of Firm: Professional Services Industries Inc. (PSI)

Date of Evaluation: 3-3-09

Evaluator's Name: Bernard, Rodriguez

Selection Criteria	**Point**	**Score**
1. Professional Qualifications of Team	**20**	20

Comments/Rationale for Points:

2. Experience of Project Team	**25**	20

***Note* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**

Comments/Rationale for Points:

3. Experience/Availability of Project Manager	**20**	10

Comments/Rationale for Points:

4. Understanding of Project	**25**	20

Comments/Rationale for Points:

5. Familiarity with Applicable Rules and Regulations	**10**	10

Comments/Rationale for Points:

Total Score	80

HIDALGO COUNTY STATEMENT OF QUALIFICATION
SCORING/EVALUATION SHEET
ENGINEERING/ARCHITECTURAL SERVICES

Project Description: City of Weslaco- Public Facility (Library-Abatement)

Department: Hidalgo County Urban County Program

Name of Firm: Professional Services Industries, Inc.

Date of Evaluation: Feb. 26, 2009

Evaluator's Name: Antonio Baeza

Selection Criteria	**Point**	**Score**
1. Professional Qualifications of Team	**20**	19
Comments/Rationale for Points:		
2. Experience of Project Team	**25**	24
***Note* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**		
Comments/Rationale for Points:		
3. Experience/Availability of Project Manager	**20**	19
Comments/Rationale for Points:		
4. Understanding of Project	**25**	24
Comments/Rationale for Points:		
5. Familiarity with Applicable Rules and Regulations	**10**	10
Comments/Rationale for Points:		
Total Score		96

HIDALGO COUNTY STATEMENT OF QUALIFICATION
SCORING/EVALUATION SHEET
ENGINEERING/ARCHITECTURAL SERVICES

Project Description: City of Weslaco- Public Facility (Library-Abatement)

Department: Hidalgo County Urban County Program

Name of Firm: Professional Services Industries, Inc.

Date of Evaluation: 03/02/09

Evaluator's Name: Oscar Garza, Procurement Specialist HCPD

Selection Criteria	**Point**	**Score**
1. Professional Qualifications of Team	**20**	**20**

Comments/Rationale for Points: Familiar with asbestos as identified on SOQ

2. Experience of Project Team ***Note* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**	**25**	**20**

Comments/Rationale for Points: Required certifications for proposed project are not clear and lack experience with related project.

3. Experience/Availability of Project Manager	**20**	**20**

Comments/Rationale for Points: Project Manager assigned as per SOQ has capabilities; however experience is more towards geotechnical & construction materials.

4. Understanding of Project	**25**	**20**

Comments/Rationale for Points: Relationship with related project acceptable

5. Familiarity with Applicable Rules and Regulations	**10**	**10**

Comments/Rationale for Points: Familiar with Rules & Regulations would not be an issue

Total Score **90**

HIDALGO COUNTY STATEMENT OF QUALIFICATION
SCORING/EVALUATION SHEET
ENGINEERING/ARCHITECTURAL SERVICES

Project Description: 2008 Urban County Projects

Department: Urban County Program (City of Weslaco)

Name of Firm: L & G Engineering Laboratory, LLC.

Date of Evaluation:

Evaluator's Name: Bernard Rodriguez, Senior Planner

Selection Criteria	**Point**	**Score**
1. Professional Qualifications of Team	**20**	15

Comments/Rationale for Points:

2. Experience of Project Team	**25**	20

***Note* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**

Comments/Rationale for Points:

3. Experience/Availability of Project Manager	**20**	15

Comments/Rationale for Points:

4. Understanding of Project	**25**	20

Comments/Rationale for Points:

5. Familiarity with Applicable Rules and Regulations	**10**	10

Comments/Rationale for Points:

Total Score	80

HIDALGO COUNTY STATEMENT OF QUALIFICATION
SCORING/EVALUATION SHEET
ENGINEERING/ARCHITECTURAL SERVICES

Project Description: City of Weslaco- Public Facility (Library-Abatement)

Department: Hidalgo County Urban County Program

Name of Firm: L & G Engineering Laboratory, LLC

Date of Evaluation: Feb. 26, 2009

Evaluator's Name: ANTONIO BARCO

Selection Criteria	**Point**	**Score**
1. Professional Qualifications of Team	20	19
Comments/Rationale for Points:		
2. Experience of Project Team	25	23
***Note* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**		
Comments/Rationale for Points:		
3. Experience/Availability of Project Manager	20	19
Comments/Rationale for Points:		
4. Understanding of Project	25	23
Comments/Rationale for Points:		
5. Familiarity with Applicable Rules and Regulations	10	10
Comments/Rationale for Points:		
Total Score		94

HIDALGO COUNTY STATEMENT OF QUALIFICATION
SCORING/EVALUATION SHEET
ENGINEERING/ARCHITECTURAL SERVICES

Project Description: City of Weslaco- Public Facility (Library-Abatement)

Department: Hidalgo County Urban County Program

Name of Firm: L& G Engineering Laboratory LLC

Date of Evaluation: 03/02/09

Evaluator's Name: Oscar Garza, Procurement Specialist HCPD

Selection Criteria	**Point**	**Score**
1. Professional Qualifications of Team	**20**	**18**

Comments/Rationale for Points: Has knowledge with asbestos as related to former Hidalgo County Jail with Mold & Asbestos completed phase I on an environmental assessment

2. Experience of Project Team	**25**	**20**

***Note* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**

Comments/Rationale for Points: Firm has performed related testing; however SOQ reflects experience related to other types of soil testing and construction materials

3. Experience/Availability of Project Manager	**20**	**18**

Comments/Rationale for Points: Project Manager is experienced and has a great working relationship with Hidalgo County.

4. Understanding of Project	**25**	**20**

Comments/Rationale for Points: Firm has experience & knowledge.

5. Familiarity with Applicable Rules and Regulations	**10**	**10**

Comments/Rationale for Points: Firm has familiarity with related rules & regulations with related task

Total Score	**86**

HIDALGO COUNTY STATEMENT OF QUALIFICATION
SCORING/EVALUATION SHEET
ENGINEERING/ARCHITECTURAL SERVICES

Project Description: 2008 Urban County Projects

Department: Urban County Program (City of Weslaco)

Name of Firm: Millennium Engineers Group (M.E.G.)

Date of Evaluation:

Evaluator's Name: Bernard Rodriguez, Senior Planner

Selection Criteria	**Point**	**Score**
1. Professional Qualifications of Team	**20**	15
Comments/Rationale for Points:		
2. Experience of Project Team	**25**	20
***Note* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**		
Comments/Rationale for Points:		
3. Experience/Availability of Project Manager	**20**	15
Comments/Rationale for Points:		
4. Understanding of Project	**25**	20
Comments/Rationale for Points:		
5. Familiarity with Applicable Rules and Regulations	**10**	10
Comments/Rationale for Points:		
	Total Score	80

HIDALGO COUNTY STATEMENT OF QUALIFICATION
SCORING/EVALUATION SHEET
ENGINEERING/ARCHITECTURAL SERVICES

Project Description: City of Weslaco- Public Facility (Library-Abatement)

Department: Hidalgo County Urban County Program

Name of Firm: Millennium Engineers Group

Date of Evaluation: Feb. 26, 2009

Evaluator's Name: ANTONIO BARCO

Selection Criteria	**Point**	**Score**
1. Professional Qualifications of Team	**20**	18
Comments/Rationale for Points:		
2. Experience of Project Team	**25**	22
***Note* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**		
Comments/Rationale for Points:		
3. Experience/Availability of Project Manager	**20**	18
Comments/Rationale for Points:		
4. Understanding of Project	**25**	22
Comments/Rationale for Points:		
5. Familiarity with Applicable Rules and Regulations	**10**	10
Comments/Rationale for Points:		
Total Score		90

HIDALGO COUNTY STATEMENT OF QUALIFICATION
SCORING/EVALUATION SHEET
ENGINEERING/ARCHITECTURAL SERVICES

Project Description: City of Weslaco- Public Facility (Library-Abatement)

Department: Hidalgo County Urban County Program

Name of Firm: Millennium Engineers Group

Date of Evaluation: 03/02/09

Evaluator's Name: Oscar Garza, Procurement Specialist HCPD

Selection Criteria	**Point**	**Score**
1. Professional Qualifications of Team	**20**	**16**

Comments/Rationale for Points: Firm shows favorable team with staff support

2. Experience of Project Team	**25**	**18**

***Note* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**

Comments/Rationale for Points: Firm shows strengths in other types of material testing and references lien towards roads and drainage improvements

3. Experience/Availability of Project Manager	**20**	**15**

Comments/Rationale for Points: Experienced and favorable references with referenced projects

4. Understanding of Project	**25**	**23**

Comments/Rationale for Points: Firm is knowledgeable with related projects; however unable to reference with required task

5. Familiarity with Applicable Rules and Regulations	**10**	**10**

Comments/Rationale for Points: Firm familiar with Rules & Regulations with required task

Total Score	**82**

RATING TABULATION SHEETS
UCP PROJECTS
TESTING SERVICES

Old Weslaco Museum Abatement

	PROFESSIONAL SERVICES INUSTIRES, INC. (PSI)	L & G ENGINEERING LABORATORY, LLC.	MILLENNIUM ENGINEERS GROUP	TERRACON CONSULTANTS, INC.
BERNARD RODRIGUEZ	80	80	80	93

City of Weslaco

"The City on the Grow"

Buddy de la Rosa, Mayor
John F. Cuellar, Mayor Pro-Tem, District 2
Soyla R. Gonzalez, Commissioner, District 1
Rene Rodriguez, Jr., Commissioner, District 3
Adrian Gonzalez, Commissioner, District 4
Lupe V. Rivera, Commissioner, District 5
Patrick B. Kennedy, Commissioner, District 6

Anthony Covacevich, City Manager

March 5, 2009

Tony Barco, UCP Manager
County of Hidalgo
Urban County Program
1916 Tesoro Blvd.
Pharr, Texas 78577

RE: Urban County Program – Evaluation Tabulation
Former Weslaco Museum Abatement

Mr. Barco,

The Statements of Qualifications for four firms were evaluated and ranked per UCP guidelines for the above referenced project. Please find attached the final tabulations for the project. Terracon Consultants Inc. received the highest score and therefore is recommended for the project.

Should you require further information or have any questions, please contact me at 956-968-3181.

Sincerely,

Bernard Rodriguez
Senior Planner

V·A Architecture

February 16, 2009

Sylvia Martínez
Weslaco, City of
500 S. Kansas Ave.
Weslaco, Texas 78596

RE: Public Facility Improvement Project
5008-80-030-5000-8000

Ms. Martínez:

Pursuant to our meeting with you and Mr. Tony Barco, Urban County Program Director, it is our recommendation that the asbestos abatement be performed separate and apart from the Construction services necessary for the renovation work. Based on the results of the Asbestos Survey dated January 27, 2009 prepared by Raba-Kistner Consultants, Inc., we further recommend that the abatement be performed in full and that all asbestos containing materials be removed in their entirety.

As part of our current Contract for Professional Services, this Abatement Phase of the project will be performed as additional services, for which the following additional estimated cost and Project Schedule are being furnished:

Additional Professional Services

1	Preparation of Technical Asbestos Abatement Plans and Specifications (See attached proposal from Raba-Kistner Consultants, Inc. dated 2/11/09)	$1,850.00
2	Estimated Project Management and Monitoring for the abatement: (See attached proposal from Raba-Kistner Consultants, Inc. dated 2/11/09)	$12,990.00
3	Reimbursable Expense Increase as per Contract (1.1X of Items 1-2)	$1,484.00
4	Abatement Plans Reproduction Cost (Estimate)	$1,000.00
5	Probable Cost for Abatement Services	$25,000.00
6	**Total Probable Additional Cost for the Abatement Phase**	**$42,324.00**

Please note that Item #2 is based on the abatement lasting an estimated 14 days. This amount will be adjusted according to the actual number of days the abatement will span.

A tentative schedule is enclosed for your review and comment.

Should you have any questions, please phone our office.

Sincerely,

Tomás René Canul

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

cc: Antonio Barco, Division Compliance Manger, Urban County Program
Lupita V. García, UCP Coordinator

FEB 17 2009

URBAN COUNTY PROGRAM

Hidalgo County Commissioners' Court
Agenda Request Form

No._____.

Date: March 4, 2009 Meeting Date Request: March 17, 2009 .

Deadline for Action: March 17, 2009 Contact Person: Diana R. Serna .

Department: Urban County Program Phone: (956) 787-8127 Fax: (956)787-5291 .

Diana R. Serna, UCP Director _____.

Caption:

a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a)(4) for Material Testing Services in connection with Hidalgo County Urban County Program for Program Year 21(2008) for an Abatement for a Public Facility Improvements project in the City of Weslaco.

b. Presentation of the scoring grid of at least four (4) Material Testing firms from the County's approved "pool" as graded and evaluated by the City of Weslaco, Hidalgo County Purchasing Department and the Urban County Program for the purposes of ranking by CC in connection with an Urban County Program - Public Facility Improvement Project in the City of Weslaco.

c. Authority to negotiate a professional engineering service contract with the No. 1 ranked firm of _____ for the provision of Material Testing Services for an abatement for an Urban County Program -City of Weslaco Public Facility Improvement project.

Background:

The City of Weslaco, the Hidalgo County Purchasing Department and Urban County have evaluated and graded four Material Testing Firms from the County's approved "pool". Terracon Consultants, Inc,. Professional Service Industries, Inc., L&G Engineering Laboratory, LLC and Millennium Engineers Group , were the four firms. The public facility improvements project requires the removal of asbestos, and abatement process; prior to the rehabilitation of the public library commons being done. See attached letter from VA Architecture, the project architectural firm and a grading grid for your review.

Manager: Finance: _____

Please initial for approval:
Legal Counsel _____ **Budget** _____ **Human Resources** _____

Dept./Fund No._____ Amt. Expended: $ _____ Funds/Staffing Budgeted: Yes:____ No:
Account Code: _____ Impact on Future Budget: Yes ____ No ____

Comments:

Action taken by Commissioner's Court:
Approved_____ Tabled _____ Denied _____ Motion made by _____ Seconded _____ Vote _____.

AI-14423 **10.L.**

Interlocal Agreement - City of Edinburg / Pct. #4

CC REGULAR

Date:	03/17/2009
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

The Urban County Program requests approval of an Interlocal Cooperation Agreement between Hidalgo County Precinct No. 4 and the City of Edinburg for a Water/Sewer Improvements project, utilizing Hidalgo County Urban County Program Precinct No. 4 Water/Sewer Improvements funds from FY 19 (2006).

BACKGROUND

Hidalgo County Precinct No. 4 has allocated $125,000.00 from it's (2006) FY 19 funding for a Water/Sewer improvements project for water improvements to include waterlines, water connections and taps to the Lane #1 & Lane #2 Subdivision.(Red Gate). Attached is a copy of the Agreement that the City of Edinburg Council took action to approve on October 21, 2008.

Funds Available:	$124,340.75

Fiscal Impact

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

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

BUDGETARY IMPACT:

Contribution of funds not to exceed $125,000.00 will be utilized from Urban County Year 19 (2006) Urban County Program- Hidalgo County Precinct No. 4 funds.

Attachments

Link: agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	03/09/2009 07:38 AM	APRV
2	Veronica Lopez	Veronica Lopez	03/10/2009 12:24 PM	APRV
3	Auditor's Office		03/13/2009 04:31 PM	NEW

Form Started By: Estella Webber — Started On: 03/06/2009 04:34 PM

Final Approval Date: 03/13/2009

THE CITY OF
EDINBURG

February 16, 2009

Ms. Lupita Garcia
Urban County
100 N. Closner Blvd.
Edinburg, Texas 78539

RE: Interlocal Cooperation Agreement
Lane Subdivision

Dear Ms. Garcia,

Please find attached three original executed copies of the Interlocal Cooperation Agreement for Lane Subdivision. Please have them executed on your side and return an original to us when completed.

If you have any questions, please do not hesitate to contact me.

Respectfully,

Pilar D. Corpus
Right of Way Acquisition Coordinator

FEB 12 2009

210 W. McIntyre • P.O. Box 1079 • Edinburg, Texas 78540
Phone (956) 383-5661 • Fax (956) 383-7111

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

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

This Agreement is made on this the _____ day of _____, **2009**, by and between the **CITY OF EDINBURG, TEXAS,** hereinafter referred to as "Edinburg" and the **COUNTY OF HIDALGO, TEXAS,** hereinafter referred to as "County," pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, Edinburg is a Municipal Corporation located in Hidalgo County, Texas; and

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

WHEREAS, The County desires to contribute Community Development Block Grant ("CDBG") funds from Year 19 (2006) Water/Sewer Improvements, for the Hidalgo County Precinct No. 4 area , including but not limited to the installation of water lines and water meter service connections at Lane #1 and Lane #2 Subdivisions as described in Exhibit "A";

WHEREAS, County agrees it is in its best interest to provide such contribution to Edinburg as described herein;

WHEREAS, Edinburg and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Gov't Code 791.001 et seq., which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act;

NOW, THEREFORE, Edinburg and County, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. **County agrees to** contribute CDBG funds to Edinburg in an amount not to exceed One Hundred Twenty-Five Thousand Dollars and No Cents ($125,000.00) from the Urban County –Precinct No. 4 Year 19 (2006) Water/Sewer Improvement line item.

2. **County shall** be responsible for the purchase of equipment as listed on "Exhibit A".

3. **Following** the purchase as described in Exhibit "A", the parties agree that the County will be released of any and all duties imposed by this Agreement the funds will be used for the project as outlined in Exhibit B;

4. Each party agrees to conform to its own applicable purchasing laws, regulations, policies, and procedures with respect to the portion of the work under this Agreement performed by each party.

5. **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 a 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 necessary to bring them within the legal requirements and during the times such conflict exists.

6. **No Waiver.** No waiver by any party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding, breach of the same or any other provision thereof.

7. **Entire Agreement.** This Agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Edinburg and County, and not otherwise.

8. **TEXAS LAW TO APPLY.** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATION OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

9. **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 addressed to the parties at the addressed set forth below, or (ii) at such other address as may have been theretofore specified by written notice delivered in accordance herewith:

If to Edinburg: City of Edinburg
Attention: Mayor Joe Ochoa
P.O. Box 1079
Edinburg, Texas 78540

If to County: Hidalgo County, Texas
Attention: Juan D. Salinas III, County Judge
100 East Cano, 2nd Floor
Edinburg, Texas 78540-0758

With copy to: Oscar Garza, Jr. Commissioner, Precinct No. 4
1051 N. Doolittle Road
Edinburg, Texas 78539

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

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

11. **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.

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

13. **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.

14. **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.

15. **Authority to Execute.** The execution and performance of this Agreement by each of the parties hereto have been duly authorized by all necessary laws, resolutions, ordinances, or governing body action, and this Agreement constitutes the valid and enforceable obligations of the parties hereto in accordance with its terms

16. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing for government services or functions, and will pay for such services out of revenues as identified in this Agreement.

17. **Commitment of Current Revenues Only.** In the event that, during any term hereof the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, that any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provision of Tex. Loc. Govt. Code Ann.§271.903.

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

CITY OF EDINBURG

JOE OCHOA, MAYOR

ATTEST:

Myra Ayala Garza, City Secretary

HIDALGO COUNTY

Juan D. Salinas III, Hidalgo County Judge

ATTEST:

Arturo Guajardo Jr., County Clerk

APPROVED AS TO FORM:
ATLAS & HALL, L.L.P.

BY: _____
Stephen L. Crain

APPROVED AS TO FORM:
CITY OF EDINBURG

BY: _____
Ric Gonzalez, City Attorney

Exhibit "A"
Description of Activity

County:	Installation of water lines and water meter services at Lane #1 Subdivision and Lane #2 Subdivision a Hidalgo County Precinct No. 4 area.
Edinburg:	Engineering, Testing, Surveying and Staking property for the installation of waterlines and water meter services at Lane #1 Subdivision and Lane #2 Subdivisions in the Hidalgo County Precinct No. 4 area for which Edinburg has the CCN rights.

Exhibit "B"
Budget

Contribution of funds not to exceed $125,000.00 will be utilized from Urban County Year 19 (2006) Urban County Program-Hidalgo County Precinct No. 4 funds.

AI-14482 **11.A.**

RMA Annual Report

CC REGULAR

Date:	03/17/2009
Submitted By:	Erika Reyna, COUNTY JUDGE
Department:	COUNTY JUDGE
Agenda Category:	County Judge's Office

Information

CAPTION

Presentation by the Regional Mobility Authority of their 2008 Annual Report.

BACKGROUND

Report will be provided at court

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	03/11/2009 10:31 AM	APRV
2	Roland Garcia	Rolando Garcia	03/12/2009 08:10 AM	APRV
3	Auditor's Office		03/13/2009 04:31 PM	NEW

Form Started By: Erika Reyna — Started On: 03/11/2009 09:29 AM

Final Approval Date: 03/13/2009

AI-14510 **11.B.**

Freight Shuttle

CC REGULAR

Date:	03/17/2009
Submitted By:	Erika Reyna, COUNTY JUDGE
Department:	COUNTY JUDGE
Agenda Category:	County Judge's Office

Information

CAPTION

Presentation on the Universal Freight Shuttle and approval of resolution in support of building the freight shuttle along the US Highway 281 Corridor with a terminal in Hidalgo County.

BACKGROUND

Resolution will be provided at Commissioners' Court

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact. Presentation only.

Attachments

Link: Resolution

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	03/12/2009 06:50 AM	APRV
2	Roland Garcia	Rolando Garcia	03/12/2009 09:03 AM	APRV
3	Auditor's Office		03/13/2009 04:31 PM	NEW

Form Started By: Erika Reyna — Started On: 03/11/2009 03:39 PM

Final Approval Date: 03/13/2009

RESOLUTION SUPPORTING
THE UNIVERSAL FREIGHT SHUTTLE PROJECT

WHEREAS, Hidalgo County has experienced an explosive growth in trade with more than 250 *maquiladoras* or U.S. manufacturing clusters centered around Reynosa, Mexico, producing a significant portion of the more than $200 billion in NAFTA trade that moves along U.S. Highway 281 and other Texas highways; and,

WHEREAS, there are nine international bridges in place or under construction in Hidalgo and Starr County that feed 1,300 heavy trucks daily into the U.S. Highway 281 NAFTA corridor; and,

WHEREAS, the truck traffic along this important NAFTA corridor is expected to double to more than 3,000 trucks daily by 2030; and,

WHEREAS, Texas Department of Transportation has published a request for information for concepts for new low carbon emitting freight transportation facilities; and,

WHEREAS, a region's ability to efficiently and cleanly move freight improves that regions desirability for the location of manufacturing and distribution facilities; and,

WHEREAS, the Hidalgo County has followed the development of the Universal Freight Shuttle being developed jointly by the Texas Transportation Institute and Freight Shuttles Partners, LLC; and,

WHEREAS, the Universal Freight Shuttle would reduce the volume of truck traffic and provide a faster, cleaner method of moving freight in South Texas; and,

WHEREAS, the Hidalgo County supports development of transportation infrastructure that will increase employment opportunities in South Texas; and,

WHEREAS, the Universal Freight Shuttle could be built in the existing rights of way of
US-281, US-44, US-77, and US-59 supporting the I-69 project; and,

NOW, THEREFORE BE IT RESOLVED that the Hidalgo County Commissioners Court supports the further development of the Universal Freight Shuttle concept; and

BE IT FURTHER RESOLVED that the Hidalgo County Commissioners Court welcomes the location of the Universal Freight Shuttle in South Texas linking other Texas intermodal transportation destinations with a terminal in Hidalgo County to include, but not be limited to, the planned Robstown Trade Processing and Inland Center, the City of Corpus Christi, the Port of Corpus Christi, the City of San Antonio, Fort Hood, the Dallas Fort Worth Metroplex, the City of Houston, and the planned intermodal facilities in Bowie County, Texarkana.

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

_____
JUAN D. SALINAS III
County Judge

_____
SYLVIA S. HANDY
County Commissioner, Pct. 1

_____
HECTOR "TITO"PALACIOS
County Commissioner, Pct. 2

_____
JOE M. FLORES
County Commissioner, Pct. 3

_____
OSCAR GARZA, JR.
County Commissioner, Pct. 4

Attest:

_____
ARTURO GUAJARDO, JR.
County Clerk

AI-14484 **11.C.**

81st Legislative Session

CC REGULAR

Date:	03/17/2009
Submitted By:	Erika Reyna, COUNTY JUDGE
Department:	COUNTY JUDGE
Agenda Category:	County Judge's Office

Information

CAPTION

Discussion and possible action regarding Hidalgo County's Legislative Program for the 81st Session of the Texas Legislature.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	03/11/2009 10:31 AM	APRV
2	Roland Garcia	Rolando Garcia	03/12/2009 07:09 AM	APRV
3	Erika Reyna (Originator)	Erika Reyna	03/12/2009 09:20 AM	APRV
4	Roland Garcia	Rolando Garcia	03/13/2009 07:03 AM	APRV
5	Auditor's Office		03/13/2009 04:31 PM	NEW
Form Started By: Erika Reyna			Started On: 03/11/2009 10:01 AM	
Final Approval Date: 03/13/2009				

AI-14528 **11.D.**

Proclamation - Mayor Joe Ochoa

CC REGULAR

Date:	03/17/2009
Submitted By:	Roxanne De La Garza, COUNTY JUDGE
Department:	COUNTY JUDGE
Agenda Category:	County Judge's Office

Information

CAPTION

Approval of proclamation recognizing Mayor Joe Ochoa

BACKGROUND

Proclamation will be provided at Commissioners' Court.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Budgetary Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	03/12/2009 03:17 PM	APRV
2	Manuel Chapa	Manuel Chapa	03/13/2009 03:43 PM	APRV
3	Auditor's Office		03/13/2009 04:31 PM	NEW

Form Started By: Roxanne De La Garza — Started On: 03/12/2009 01:16 PM

Final Approval Date: 03/13/2009

AI-14527 **11.E.**

Presentation - Census 2010

CC REGULAR

Date:	03/17/2009
Submitted By:	Roxanne De La Garza, COUNTY JUDGE
Department:	COUNTY JUDGE
Agenda Category:	County Judge's Office

Information

CAPTION

Presentation regarding Census 2010

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Budgetary Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	03/12/2009 03:17 PM	APRV
2	Manuel Chapa	Manuel Chapa	03/13/2009 03:40 PM	APRV
3	Auditor's Office		03/13/2009 04:31 PM	NEW

Form Started By: Roxanne De La Garza — Started On: 03/12/2009 01:10 PM

Final Approval Date: 03/13/2009

AI-14526 **11.F.**

Resolution - SB1312 & HB 1935

CC REGULAR

Date:	03/17/2009
Submitted By:	Roxanne De La Garza, COUNTY JUDGE
Department:	COUNTY JUDGE
Agenda Category:	County Judge's Office

Information

CAPTION

Resolution supporting SB 1312 and HB 1935.

BACKGROUND

Resolution will be provided at Commissioners' Court.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Budgetary Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	03/12/2009 03:16 PM	APRV
2	Manuel Chapa	Manuel Chapa	03/13/2009 03:39 PM	APRV
3	Auditor's Office		03/13/2009 04:31 PM	NEW

Form Started By: Roxanne De La Garza — Started On: 03/12/2009 01:09 PM

Final Approval Date: 03/13/2009

AI-14547 **11.G.**

Services Agreement with VIDA

CC REGULAR

Date:	03/17/2009
Submitted By:	Erika Reyna, COUNTY JUDGE
Department:	COUNTY JUDGE
Agenda Category:	County Judge's Office

Information

CAPTION

Approval of Services Agreement between the County of Hidalgo and Valley Initiative for Development and Advancement.

BACKGROUND

Agreement is being reviewed by legal counsel. Copies will be provided at court.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-415-00-115-002-0-843

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

BUDGETARY IMPACT:

Total cost is $250,000.00.
Funding available as of 03/13/09.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	03/13/2009 01:10 PM	APRV
2	Roland Garcia	Rolando Garcia	03/13/2009 02:06 PM	APRV
3	Auditor's Office		03/13/2009 04:31 PM	NEW

Form Started By: Erika Reyna — Started On: 03/13/2009 07:54 AM

Final Approval Date: 03/13/2009

AI-14565 **11.H.**

Discussion by Valley Interfaith on Disaster Relief Fund of Housing Distribution Percentage

CC REGULAR

Date:	03/17/2009
Submitted By:	Roxanne De La Garza, COUNTY JUDGE
Submitted For:	Raul Lozano
Department:	COUNTY JUDGE
Agenda Category:	County Judge's Office

Information

CAPTION

Discussion by Valley Interfaith on Disaster Relief Fund of Housing Distribution Percentage as approved by Commissioners Court on 02/24/09.

BACKGROUND

Back-up will be provided by Gloria as soon as she receives it

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	03/13/2009 02:50 PM	APRV
2	Roland Garcia	Rolando Garcia	03/13/2009 03:20 PM	APRV
3	Auditor's Office		03/13/2009 04:31 PM	NEW

Form Started By: Roxanne De La Garza — Started On: 03/13/2009 02:38 PM

Final Approval Date: 03/13/2009

AI-14545 **12.A.**

Elections Service Agreements

CC REGULAR

Date:	03/17/2009
Submitted By:	Rolando Garcia, BUDGET & MANAGEMENT
Submitted For:	Yvonne Ramon
Department:	BUDGET & MANAGEMENT
Agenda Category:	Elections Administration

Information

CAPTION

Approval of Contract for Election Services (leasing of equipment) between Hidalgo County and the following:

1. South Texas College
2. City of Edcouch
3. Sharyland ISD
4. McAllen ISD
5. City of Donna
6. City of Edinburg

for their May 09, 2009 Elections.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:**

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

BUDGETARY IMPACT:

All costs and applicable fees associated with the election services shall be paid by the entities requesting the service(reimbursement basis to Election Department).

Attachments

Link: South Texas College (Lease)

Link: City of Edcouch (Lease)

Link: Sharyland ISD (Lease)

Link: Mcallen ISD (Lease)

Link: City of Donna (Lease)

Link: City of Edinburg (Lease)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Roland Garcia (Originator)	Rolando Garcia	03/13/2009 02:38 PM	APRV

2	Budget & Management	Veronica Lopez	03/13/2009 02:49 PM	APRV
3	Sylvia Solis	Sylvia Solis	03/13/2009 03:10 PM	APRV
4	Auditor's Office		03/13/2009 04:31 PM	NEW

Form Started By: Rolando Garcia

Started On: 03/12/2009 03:47 PM

Final Approval Date: 03/13/2009

COPY

THE STATE OF TEXAS §
§ CONTRACT FOR ELECTION SERVICES
COUNTY OF HIDALGO §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR ("ADMINISTRATOR"), Yvonne Ramón, on behalf of Hidalgo County, a political subdivision of the State of Texas, and SOUTH TEXAS COLLEGE, hereinafter referred to as "THE ENTITY," pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, SOUTH TEXAS COLLEGE, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on May 09, 2009, and desires that certain election services be provided by ADMINISTRATOR through her Elections Department; and

WHEREAS, ADMINISTRATOR has provided costs for election services to be rendered by ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article V1 hereof: and

WHEREAS, SOUTH TEXAS COLLEGE and ADMINISTRATOR desire to enter into a contract setting out the respective responsibilities of the parties;

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE I

PURPOSE

1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to SOUTH TEXAS COLLEGE for its election to be held on May 09, 2009 and any Runoff, if applicable.

ARTICLE II

SERVICES

2.01. ADMINISTRATOR agrees to provide to SOUTH TEXAS COLLEGE the following general services:

(A) Procure, program, prepare, and distribute adequate election equipment and transport equipment to and from the polling locations, including early voting substations, for SOUTH TEXAS COLLEGE;

(B) Distribute the lists of registered voters to be used in conducting the election, as provided by Hidalgo County Voter Registration pursuant to the request by SOUTH TEXAS COLLEGE;

(C) Provide information for election officers;

(D) Provide general overall supervision of the election and advisory services; and

(E) Provide such incidental related services as may be necessary to effect the election.

ARTICLE III

SCHEDULE FOR PERFORMANCE OF SERVICES

3.01. Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.

ARTICLE IV

SERVICES NOT PROVIDED BY COUNTY

4.01. ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by SOUTH TEXAS COLLEGE, preparing or sending Justice Department Submissions, publishing and (or) posting the election notice as required by the Texas Election Code Section 4.003, or canvassing election results. ADMINISTRATOR shall have no responsibility as custodian of SOUTH TEXAS COLLEGE election records unless SOUTH TEXAS COLLEGE executes that certain Agreement for Election Services between the COUNTY OF HIDALGO and SOUTH TEXAS COLLEGE.

ARTICLE V

TERM

5.01. Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.

ARTICLE VI

COST OF SERVICE AND BILLING

6.01 **In consideration for the services provided hereunder by ADMINISTRATOR, SOUTH TEXAS COLLEGE agrees to pay ADMINISTRATOR the amount of $100.00 leasing fee for each iVotronic and $100.00 leasing fee for each ADA iVotronic, AND a $50.00 programming fee used in the initial Election. The above described fees for each machine and programming fee shall be additionally charged for any Runoff Election.**

6.02 **Payment shall be made by SOUTH TEXAS COLLEGE within 30 days after receiving an itemized invoice from ADMINISTRATOR. Payment shall be made by check payable to the Hidalgo County Elections Administrator and mailed to:**

Yvonne Ramón
Hidalgo County Elections Administrator
PO Box 659
Edinburg, Texas 78540

6.03 **Any monies remaining after the payment of all costs of elections bills shall be the property of the SOUTH TEXAS COLLEGE and returned to it.**

ARTICLE VII

7.01 **IF ANY OF THE ELECTION EQUIPMENT COMES LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO LEASED THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.**

ARTICLE VIII

GENERAL PROVISIONS

8.01. **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.**

8.02. **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 provision thereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.**

8.03. **This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.**

8.04. **No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.**

SIGNED this 19th **day of** February, **2009**

ELECTIONS ADMINISTRATOR

BY: _____
YVONNE RAMÓN

SOUTH TEXAS COLLEGE
NAME OF LEASING ENTITY

BY: _____

PRINT: Shirley A. Reed

TITLE: President

APPROVAL COUNTY OF HIDALGO:

BY: _____
JUAN DE DIOS "JD" SALINAS, III
COUNTY JUDGE

ATTEST
BY: _____

PRINT: _____

TITLE: _____

ATTEST

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

APPROVED AS TO LEGAL FORM:

ATLAS & HALL L.L.P.,

BY: _____
STEPHEN L. CRAIN

COPY

THE STATE OF TEXAS §
§ CONTRACT FOR ELECTION SERVICES
COUNTY OF HIDALGO §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR ("ADMINISTRATOR"), Yvonne Ramón, on behalf of Hidalgo County, a political subdivision of the State of Texas, and the CITY OF EDCOUCH, hereinafter referred to as "THE ENTITY," pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, the CITY OF EDCOUCH, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on MAY 09, 2009, and desires that certain election services be provided by ADMINISTRATOR through her Elections Department; and

WHEREAS, ADMINISTRATOR has provided costs for election services to be rendered by ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article V1 hereof: and

WHEREAS, the CITY OF EDCOUCH and ADMINISTRATOR desire to enter into a contract setting out the respective responsibilities of the parties;

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE I

PURPOSE

1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to the CITY OF EDCOUCH for its election to be held on May 09, 2009 and any Runoff, if applicable.

ARTICLE II

SERVICES

2.01. ADMINISTRATOR agrees to provide to the CITY OF EDCOUCH the following general services:

(A) Procure, program, prepare, and distribute adequate election equipment and transport equipment to and from the polling locations, including early voting substations, for the CITY OF EDCOUCH;

(B) **Distribute the lists of registered voters to be used in conducting the election, as provided by Hidalgo County Voter Registration pursuant to the request by the CITY OF EDCOUCH;**

(C) **Provide information for election officers;**

(D) **Provide general overall supervision of the election and advisory services; and**

(E) **Provide such incidental related services as may be necessary to effect the election.**

ARTICLE III

SCHEDULE FOR PERFORMANCE OF SERVICES

3.01. Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.

ARTICLE IV

SERVICES NOT PROVIDED BY COUNTY

4.01. ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by the CITY OF EDCOUCH, preparing or sending Justice Department Submissions, publishing and (or) posting the election notice as required by the Texas Election Code Section 4.003, or canvassing election results. ADMINISTRATOR shall have no responsibility as custodian of the CITY OF EDCOUCH election records.

ARTICLE V

TERM

5.01. Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.

ARTICLE VI

COST OF SERVICE AND BILLING

6.01 **In consideration for the services provided hereunder by ADMINISTRATOR, the CITY OF EDCOUCH agrees to pay ADMINISTRATOR the amount of $100.00 leasing fee for each iVotronic and $100.00 leasing fee for each ADA iVotronic, AND a $50.00 programming fee used in the initial Election. The above described fees for each machine and programming fee shall be additionally charged for any Runoff Election.**

6.02 **Payment shall be made by the CITY OF EDCOUCH within 30 days after receiving an itemized invoice from ADMINISTRATOR. Payment shall be made by check payable to the Hidalgo County Elections Administrator and mailed to:**

Yvonne Ramón
Hidalgo County Elections Administrator
PO Box 659
Edinburg, Texas 78540

6.03 **Any monies remaining after the payment of all costs of elections bills, shall be the property of the CITY OF EDCOUCH and returned to it.**

ARTICLE VII

7.01 **IF ANY OF THE ELECTION EQUIPMENT COMES LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO LEASED THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.**

ARTICLE VIII

GENERAL PROVISIONS

8.01. **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.**

8.02. **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 provision thereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.**

8.03. **This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.**

8.04. No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

SIGNED this 17th day of July, 2009

ELECTIONS ADMINISTRATOR

BY: _____
YVONNE RAMÓN

CITY OF EDCOUCH
NAME OF LEASING ENTITY

BY: _____

PRINT: Jose R. Guajardo

TITLE: Mayor City of Edcouch TX

APPROVAL COUNTY OF HIDALGO:

BY: _____
JUAN DE DIOS "JD" SALINAS, III
COUNTY JUDGE

ATTEST
BY: _____

PRINT: _____

TITLE: _____

ATTEST

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

APPROVED AS TO LEGAL FORM:

ATLAS & HALL L.L.P.,

BY: _____
STEPHEN L. CRAIN

COPY

THE STATE OF TEXAS §
§ CONTRACT FOR ELECTION SERVICES
COUNTY OF HIDALGO §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR ("ADMINISTRATOR"), Yvonne Ramon, on behalf of Hidalgo County, a political subdivision of the State of Texas, and the SHARYLAND ISD, hereinafter referred to as "THE ENTITY," pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, SHARYLAND ISD, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on May 9, 2009 and desires that certain election services be provided by ADMINISTRATOR through her Elections Department; and

WHEREAS, ADMINISTRATOR has provided costs for election services to be rendered by ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article V1 hereof: and

WHEREAS, SHARYLAND ISD and ADMINISTRATOR desire to enter into a contract setting out the respective responsibilities of the parties;

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE I

PURPOSE

1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to SHARYLAND ISD for its election to be held on May 9, 2009 and any Runoff, if applicable.

ARTICLE II

SERVICES

2.01. ADMINISTRATOR agrees to provide to SHARYLAND ISD the following general services:

(A) Procure, program, prepare, and distribute adequate election equipment and transport equipment to and from the polling locations, including early voting substations, for SHARYLAND ISD;

(B) Distribute the lists of registered voters to be used in conducting the election, as

provided by Hidalgo County Voter Registration pursuant to the request by SHARYLAND ISD;

(C) Provide information for election officers;

(D) Provide general overall supervision of the election and advisory services; and

(E) Provide such incidental related services as may be necessary to effect the election.

ARTICLE III

SCHEDULE FOR PERFORMANCE OF SERVICES

3.01. Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.

ARTICLE IV

SERVICES NOT PROVIDED BY COUNTY

4.01. ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by SHARYLAND ISD, preparing or sending Justice Department Submissions, publishing and (or) posting the election notice as required by the Texas Election Code Section 4.003, or canvassing election results. ADMINISTRATOR shall have no responsibility as custodian of SHARYLAND ISD election records.

ARTICLE V

TERM

5.01. Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.

ARTICLE VI

COST OF SERVICE AND BILLING

6.01 In consideration for the services provided hereunder by ADMINISTRATOR, SHARYLAND ISD agrees to pay ADMINISTRATOR the amount of $100.00 leasing

fee for each iVotronic and $100.00 leasing fee for each ADA iVotronic, AND a $50.00 programming fee used in the initial Election. The above described fees for each machine and programming fee shall be additionally charged for any Runoff Election.

6.02 Payment shall be made by SHARYLAND ISD within 30 days after receiving an itemized invoice from ADMINISTRATOR. Payment shall be made by check payable to the Hidalgo County Elections Administrator and mailed to:

Yvonne Ramon
Hidalgo County Elections Administrator
PO Box 659
Edinburg, Texas 78540

6.03 Any monies remaining after the payment of all costs of elections bills, shall be the property of the SHARYLAND ISD and returned to it.

6.04 Should SHARYLAND ISD cancel the election, SHARYLAND ISD shall only be responsible for payment of actual costs incurred by the ADMINISTRATOR to the date of cancellation.

ARTICLE VII

7.01 IF ANY OF THE ELECTION EQUIPMENT COMES LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO LEASED THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.

ARTICLE VIII

GENERAL PROVISIONS

8.01. 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.

8.02. 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 provision thereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8.03. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

8.04. **No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.**

SIGNED this 20th day of January, 2009

ELECTIONS ADMINISTRATOR

BY: _____
YVONNE RAMON

SHARYLAND ISD
NAME OF LEASING ENTITY

BY: _____

PRINT: Fernando Ramirez

TITLE: Board President

APPROVAL COUNTY OF HIDALGO:

BY: _____
JUAN DE DIOS "JD" SALINAS, III
COUNTY JUDGE

ATTEST
BY: _____

PRINT: Suzanne Pena

TITLE: Board Secretary

ATTEST

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

APPROVED AS TO LEGAL FORM:

ATLAS & HALL L.L.P.,

BY: _____
STEPHEN L. CRAIN

COPY

THE STATE OF TEXAS §
§ CONTRACT FOR ELECTION SERVICES
COUNTY OF HIDALGO §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR ("ADMINISTRATOR"), Yvonne Ramón, on behalf of Hidalgo County, a political subdivision of the State of Texas, and the McAllen ISD, hereinafter referred to as "THE ENTITY," pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, McAllen ISD, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on May 09, 2009, and desires that certain election services be provided by ADMINISTRATOR through her Elections Department; and

WHEREAS, ADMINISTRATOR has provided costs for election services to be rendered by ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article V1 hereof: and

WHEREAS, McAllen ISD and ADMINISTRATOR desire to enter into a contract setting out the respective responsibilities of the parties;

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE I

PURPOSE

1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to McAllen ISD for its election to be held on May 9, 2009, and any Runoff, if applicable.

ARTICLE II

SERVICES

2.01. ADMINISTRATOR agrees to provide to McAllen ISD the following general services:

(A) Procure, program, prepare, and distribute adequate election equipment and transport equipment to and from the polling locations, including early voting substations for McAllen ISD;

(B) Distribute the lists of registered voters to be used in conducting the election, as provided by Hidalgo County Voter Registration pursuant to the request by McAllen ISD;

(C) Provide information for election officers;

(D) Provide general overall supervision of the election and advisory services; and

(E) Provide such incidental related services as may be necessary to effect the election.

ARTICLE III

SCHEDULE FOR PERFORMANCE OF SERVICES

3.01. Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.

ARTICLE IV

SERVICES NOT PROVIDED BY COUNTY

4.01. ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by McAllen ISD, preparing or sending Justice Department Submissions, publishing and (or) posting the election notice as required by the Texas Election Code Section 4.003, or canvassing election results. ADMINISTRATOR shall have no responsibility as custodian of McAllen ISD election records.

ARTICLE V

TERM

5.01. Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.

ARTICLE VI

COST OF SERVICE AND BILLING

6.01 **In consideration for the services provided hereunder by ADMINISTRATOR, McAllen ISD agrees to pay ADMINISTRATOR the amount of $100.00 leasing fee for each iVotronic and $100.00 leasing fee for each ADA iVotronic, AND a $50.00 programming fee used in the initial Election. The above described fees for each machine and programming fee shall be additionally charged for any Runoff Election.**

6.02 **Payment shall be made by McAllen ISD within 30 days after receiving an itemized invoice from ADMINISTRATOR. Payment shall be made by check payable to the Hidalgo County Elections Administrator and mailed to:**

Yvonne Ramón
Hidalgo County Elections Administrator
PO Box 659
Edinburg, Texas 78540

6.03 **Any monies remaining after the payment of all costs of elections bills, shall be the property of the McAllen ISD and returned to it.**

ARTICLE VII

7.01 **IF ANY OF THE ELECTION EQUIPMENT COMES LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO LEASED THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.**

ARTICLE VIII

GENERAL PROVISIONS

8.01. **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.**

8.02. **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 provision thereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.**

8.03. **This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.**

8.04. **No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.**

SIGNED this 9th **day of** February **, 2009**

ELECTIONS ADMINISTRATOR

BY: _____
YVONNE RAMÓN

MCALLEN ISD
NAME OF LEASING ENTITY

BY: _____

PRINT: Mark Allen

TITLE: President

APPROVAL COUNTY OF HIDALGO:

BY: _____
JUAN DE DIOS "JD" SALINAS, III
COUNTY JUDGE

ATTEST
BY: _____

PRINT: Daniel D. Vela

TITLE: Asst. Secretary

ATTEST

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

APPROVED AS TO LEGAL FORM:

ATLAS & HALL L.L.P.,

BY: _____
STEPHEN L. CRAIN

RECD MAR 12 2009

THE STATE OF TEXAS §
§ CONTRACT FOR ELECTION SERVICES
COUNTY OF HIDALGO §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR ("ADMINISTRATOR"), Yvonne Ramón, on behalf of Hidalgo County, a political subdivision of the State of Texas, and the CITY OF DONNA, hereinafter referred to as "THE ENTITY," pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, CITY OF DONNA, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on May 09, 2009 and desires that certain election services be provided by ADMINISTRATOR through her Elections Department; and

WHEREAS, ADMINISTRATOR has provided costs for election services to be rendered by ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article V1 hereof: and

WHEREAS, the CITY OF DONNA and ADMINISTRATOR desire to enter into a contract setting out the respective responsibilities of the parties;

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE I

PURPOSE

1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to the CITY OF DONNA for its election to be held on May 09, 2009, and any Runoff, if applicable.

ARTICLE II

SERVICES

2.01. ADMINISTRATOR agrees to provide to the CITY OF DONNA the following general services:

(A) Procure, program, prepare, and distribute adequate election equipment and transport equipment to and from the polling locations, including early voting substations, for the CITY OF DONNA;

(B) Distribute the lists of registered voters to be used in conducting the election, as provided by Hidalgo County Voter Registration pursuant to the request by the CITY OF DONNA;

(C) Provide information for election officers;

(D) Provide general advisory services; and

(E) Provide such incidental related services as may be necessary to effect the election.

ARTICLE III

SCHEDULE FOR PERFORMANCE OF SERVICES

3.01. Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.

ARTICLE IV

SERVICES NOT PROVIDED BY COUNTY

4.01. ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by the CITY OF DONNA, preparing or sending Justice Department Submissions, publishing and (or) posting the election notice as required by the Texas Election Code Section 4.003, or canvassing election results. ADMINISTRATOR shall have no responsibility as custodian of the CITY OF DONNA election records.

ARTICLE V

TERM

5.01. Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.

ARTICLE VI

COST OF SERVICE AND BILLING

6.01 In consideration for the services provided hereunder by ADMINISTRATOR, the CITY OF DONNA agrees to pay ADMINISTRATOR the amount of $100.00 leasing fee for each iVotronic and $100.00 leasing fee for each ADA iVotronic, AND a $50.00 programming fee used in the initial Election. The above described fees for each machine and programming fee shall be additionally charged for any Runoff Election.

6.02 Payment shall be made by the CITY OF DONNA within 30 days after receiving an itemized invoice from ADMINISTRATOR. Payment shall be made by check payable to the Hidalgo County Elections Administrator and mailed to:

Yvonne Ramón
Hidalgo County Elections Administrator
PO Box 659
Edinburg, Texas 78540

6.03 Any monies remaining after the payment of all costs of elections bills, shall be the property of the CITY OF DONNA and returned to it.

ARTICLE VII

7.01 IF ANY OF THE ELECTION EQUIPMENT COMES LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO LEASED THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.

ARTICLE VIII

GENERAL PROVISIONS

8.01. 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.

8.02. 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 provision thereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8.03. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

8.04. No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

SIGNED this 5th **day of** March **, 2009**

ELECTIONS ADMINISTRATOR

BY: _____
YVONNE RAMÓN

CITY OF DONNA
NAME OF LEASING ENTITY

BY: _____

PRINT: David S. Simmons

TITLE: Mayor

APPROVAL COUNTY OF HIDALGO:

BY: _____
JUAN DE DIOS "JD" SALINAS, III
COUNTY JUDGE

ATTEST

BY: Martha Alvarado

PRINT: Martha Alvarado

TITLE: City Secretary

ATTEST

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

APPROVED AS TO LEGAL FORM:

ATLAS & HALL L.L.P.,

BY: _____
STEPHEN L. CRAIN

THE STATE OF TEXAS §
§ CONTRACT FOR ELECTION SERVICES
COUNTY OF HIDALGO §
§
CITY OF EDINBURG §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR ("ADMINISTRATOR"), Yvonne Ramón, on behalf of Hidalgo County, a political subdivision of the State of Texas, and the CITY OF EDINBURG, hereinafter referred to as "THE ENTITY," pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, CITY OF EDINBURG, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held an May 09, 2009 and desires that certain election services be provided by ADMINISTRATOR through her Elections Department; and

WHEREAS, ADMINISTRATOR has provided costs for election services to be rendered by ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article VI hereof; and

WHEREAS, the CITY OF EDINBURG and ADMINISTRATOR desire to enter into a contract setting out the respective responsibilities of the parties.

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE I

PURPOSE

1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to the CITY OF EDINBURG for its election to be held on May 09, 2009 and any Runoff, if applicable.

ARTICLE II

SERVICES

2.01 ADMINISTRATOR agrees to provide to the CITY OF EDINBURG the following general services:

(A) **Procure, program, prepare, and distribute adequate election equipment and transport equipment to and from the polling locations, including early voting substations, for the CITY OF EDINBURG;**

(B) **Distribute the lists of registered voters to be used in conducting the election, as provided by Hidalgo County Voter Registration pursuant to the request by the CITY OF EDINBURG;**

(C) **Provide information for election officers;**

(D) **Provide general advisory services; and**

(E) **Provide such incidental related services as may be necessary to effect the election.**

ARTICLE III

SCHEDULE FOR PERFORMANCE OF SERVICES

3.01. Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.

ARTICLE IV

SERVICES NOT PROVIDED BY COUNTY

4.01. ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by the CITY OF EDINBURG, preparing or sending Justice Department Submissions, publishing and (or) posting the election notice as required by the Texas Election Code Section 4.003, or canvassing election results. ADMINISTRATOR shall have no responsibility as custodian of the CITY OF EDINBURG election records.

ARTICLE V

TERM

5.01. Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.

ARTICLE VI

COST OF SERVICE AND BILLING

6.01 **In consideration for the services provided hereunder by ADMINISTRATOR, the CITY OF EDINBURG agrees to pay ADMINISTRATOR the amount of $100.00 leasing fee for each iVotronic and $100.00 leasing fee for each ADA iVotronic, AND a $50.00 programming fee used in the initial Election. The above described fees for each machine and programming fee shall be additionally charged for any Runoff Election.**

6.02 **Payment shall be made by the CITY OF EDINBURG within 30 days after receiving an itemized invoice from ADMINISTRATOR. Payment shall be made by check payable to the Hidalgo County Elections Administrator and mailed to:**

Yvonne Ramón
Hidalgo County Elections Administrator
PO Box 659
Edinburg, Texas 78540

6.03 **Any monies remaining after the payment of all costs of elections bills, shall be timely refunded to the CITY OF EDINBURG.**

ARTICLE VII

7.01 **IF ANY OF THE ELECTION EQUIPMENT BECOMES LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY WHO LEASED THE EQUIPMENT SHALL BE LIABLE FOR SAID DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.**

ARTICLE VIII

GENERAL PROVISIONS

8.01. **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.**

8.02. **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 provision thereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.**

8.03. **This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.**

8.04. **No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.**

SIGNED this ___day of _____, 2009

ELECTIONS ADMINISTRATOR

BY:_____
YVONNE RAMÓN

APPROVAL COUNTY OF HIDALGO:

BY:_____
JUAN DE DIOS "JD" SALINAS, III
COUNTY JUDGE

ATTEST:

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

APPROVED AS TO LEGAL FORM:

ATLAS & HALL L.L.P.,

BY: _____
STEPHEN L. CRAIN

CITY OF EDINBURG
NAME OF LEASING ENTITY

BY:

PRINT: JUAN JOSE "JJ" RODRIGUEZ

TITLE: CITY MANAGER

ATTEST:

BY:

PRINT: MYRA L. AYALA GARZA

TITLE: CITY SECRETARY

Approved as to form:

Ricardo Gonzalez
City Attorney

CITY OF EDINBURG, TEXAS

AI-14503 **13.A.**

Local Border Security Program FY08

CC REGULAR

Date:	03/17/2009
Submitted By:	Emilia Uriegas, SHERIFF DEPT.
Submitted For:	Anacleto Martinez
Department:	SHERIFF DEPT.
Agenda Category:	Sheriff's Office

Information

CAPTION

1. Approval to accept the Local Border Security Program (LBSP-08) Grant.
2. Approval to appropriate budget for $575,000.00 (No Cash Match).

BACKGROUND

Grant is to be administered by the Texas Border Sheriff's Coalition. No local cash match is required.

The grant period is 03/03/09 to 08/15/09.

The funding is for overtime hours, fringe benefits, and operational expenses.

Note: The expenses relating to life insurance expense are to be charged to the Sheriff's Office Account.

Fiscal Impact

Attachments

Link: border.security.award

Link: lbsp.budget.amend

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	03/13/2009 07:32 AM	APRV
2	Budget & Management	Veronica Lopez	03/13/2009 08:14 AM	APRV
3	Rey Salazar	Rey Salazar	03/13/2009 03:01 PM	APRV
4	Auditor's Office		03/13/2009 04:31 PM	NEW
Form Started By: Emilia Uriegas			Started On: 03/11/2009 03:12 PM	
Final Approval Date: 03/13/2009				

4141 Pinnacle, Suite 213
El Paso, Texas 79902

Office: (915) 351-0621
Fax: (915) 351-0641

March 3, 2009

Sheriff Guadalupe "Lupe" Trevino
Hidalgo County
P.O. Box 1228
Edinburg, Texas 78540

Dear Sheriff Trevino:

Enclosed with this letter is an AWARD DOCUMENT for the Sub Grant for your county under LBSP-08. Your grant will be identified at TBSC by having the LBSP-08 (Hidalgo).

Careful adherence is required to the information issued by the Division of Emergency Management, Office of the Governor, in the LBSP-08 GUIDE dated February 2008.

Your grant award is in the amount of $575,000.00. You may commence to incur costs and begin reimbursable operations immediately upon the return of the signed acceptance.

TBSC is in receipt of your Application package consisting of Forms A-1, A-2, A-3, A-4, A-5, a Direct Deposit Authorization, and your Commissioner's Court Resolution.

This is an overtime grant only with direct operating expenses being added. Please read carefully Section 5-C of the guidance. Augmentees at a fixed rate are now included at this time.

In order for TBSC to reimburse you must show that you are actively involved in Border Star and that includes Border Incident and Assessment Report (BIAR), Daily Input Form (DIF), and Daily Asset Lay-down form (DAL) being submitted to the JOICs. The Ranger Lieutenants will advise if reporting is not done and that will negatively impact reimbursement. There is some flexibility in reporting based on operational needs and number of employees in the Sheriff's Office but if a day is missed it should be rectified as soon as is feasible.

All reimbursement packages will be submitted to TBSC and not to GDEM as stated in the guidance. Signatures of the employee and the supervisor are required on the R-2, Time Allocation Report. TBSC will required Activity Sheets for the overtime claimed signed by the employee and the supervisor.

Your award amount was adjusted to reflect the monthly calculations for the three months remaining in the grant period.

Please call TBSC if you have any questions and you are encouraged to be very familiar with the guidance. Any changes to this guidance will be made in writing and notification from TBSC.

We have accomplished much with the reduction in crime along the border and we can now continue that pressure with the support of this grant. Good luck to all and please be safe!

Yours in Service,

Donald L. Reay
Executive Director

NOTICE OF GRANT AWARD

GOVERNOR'S DIVISION OF EMERGENCY MANAGEMENT
SUB GRANT OF GRANT TO TEXAS BORDER SHERIFF'S COALITION

Program Title:	Local Border Security Program FY08 (LBSP-08)
Funding Instrument:	General Appropriations Act, Rider 60, 80th Legislature
Administered by:	Governor's Division of Emergency Management Texas Department of Public Safety P.O. Box 4087 Austin, Texas 78773-0220
GDEM Grant Number:	LBSP-08-____Hidalgo__
Recipient:	Hidalgo County Sheriff's Office
Amount of Grant:	$ 575,000.00
Period of Grant:	March 3, 2009 to August 15, 2009

AGENCY APPROVAL	**GRANT ACCEPTANCE**
Donald L. Reay	
Donald L. Reay Texas Border Sheriff's Coalition	Printed Name: Title:
Date: 3/3/09	Date:

Return Signed Original to:

TEXAS BORDER SHERIFF'S COALITION
4141 PINNACLE, STE 118
EL PASO, TEXAS 79902

FINANCIAL COST ESTIMATE

1. NAME OF PROGRAM / ASSISTANCE: Local Border Security Program FY08

2. APPLICANT NAME: HIDALGO COUNTY SHERIFF'S OFFICE

3. ESTIMATED MONTHLY EXPENSES: **December 1, 2008 - August 15, 2009**

a. Personnel Estimate

Position	Number of Personnel	Hourly Rate	Overtime Rate (Time and 1/2)	Number of O/T Hours per Person per Day	Number of Days	Salary	Total Fringe Benefits 19.69%	Health Ins. 1.88%	Life Insurance 0.00%	Total Salary & Fringe
patrol deputy	10	$21.52	$32.28	10	87	$280,836.00	$55,296.61	$5,279.72	$0.00	$341,412.33
sergeant	2	$26.04	$39.06	10	87	$67,964.40	$13,382.19	$1,277.73	$0.00	$82,624.32
Admin	2	$13.64	$20.46	10	87	$35,600.40	$7,009.72	$669.29	$0.00	$43,279.41
Dispach	1	$15.73	$23.60	10	87	$20,527.65	$4,041.89	$385.92	$0.00	$24,955.46
								Total Personnel Estimates		**$492,271.52**

b. Travel & Per Diem Estimate

Position	Number of Personnel	Commercial Travel Costs	Mileage from / to County	Estimated Ave. Daily Miles	Number of Days	Total Mileage Cost	Hotel Rate $85 Maximum	Hotel Tax Rate	Meals $36 Maximum	Travel Totals
						$0.00		$0.00		$0.00
						$0.00		$0.00		$0.00
						$0.00		$0.00		$0.00
						$0.00		$0.00		$0.00
						$0.00		$0.00		$0.00
									Total Travel & Per Diem Estimate	$0.00

c. Operational Cost Estimate

	Number of Cars	Number of Miles per Car	Number of Days	Rate per Mile	Subtotal
Mileage	12	140	87	$0.505	**$73,810.80**
Fuel Costs	$40.52 per oil change X 6 times per grant period X 12 patrol units				$2,917.68
Other Costs	$500 per set X 12 patrol units				$6,000.00
				Total Operational Cost Estimate	**$82,728.48**

*NOTE: Estimate either for fuel or mileage, not both.

FILL IN SHADED FIELDS ONLY

4. NUMBER OF MONTHS IN THE GRANT PERIOD: 9

5. TOTAL AMOUNT OF APPLICATION

	Total Grant
a. Personnel Estimate	$492,271.52
b. Travel & Per Diem Estimate	$0.00
c. Operational Cost Estimate	$82,728.48
Total Expenses	**$575,000.00**

Form A-4
(01/08)

HIDALGO COUNTY SHERIFF'S OFFICE
LBSP Budget Narrative Worksheet

Purpose:

A. Operational Overtime: Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization.

Budget Narrative: HCSO will participate in the daily operations, goals and objectives set forth within the LBSP operational inititative. HCSO during the participation of this operation will have a total of eight (8) HCSO deputies, two (2) CID Investigators, two (2) administrative support staff and two (2) supervisor and one (1) communication specialist working 10 hours patrol shifts on four day during the time frame designated by the grant period. Patrol personnel will be proactive patrolling the 78 miles of US/Mexico border and the 1600 square miles of jurisdiction within Hidalgo County. These HCSO deputies will make up a POWERSHIFF UNIT which will increase law enforcement presences in rural high crime areas, respond to calls for service, provide rapid response for support where needed, reduce crime rate and protect the citizens of Hidalgo County and the U.S., against those who enter into the US soil with the sole purpose of engaging in criminal activities. Supporting staff, CID investigators and admin staff, will be directly responsible to actively investigate any and all criminal investigations inititiated by the patrol personnel. The communication specialist will mandate a designated communication channel specifically for the LBSP inititative.

Name/Position	**Computation**	**Cost**
12/01/08 - 8/15/09	37 weeks, 8 deputies, 10 hrs shifts x 4 days = 11.840 O/T hrs	
10 Deputies	O/T rate $32.28 x 10 x 87days	**$280836.00**
2 Sergeant	O/T rate $39.06 x 10 x 87 days	**$67,964.00**
2 Admin Staff	O/T rate $20.46 x 10 x 2 x 87 days	**$35,600.40**
1 Comm. Specialist	O/T rate $23.60 x 10 x 87 days	**$20527.65**

Above projection is based on the 87 days designated for LBSP initiative.

TOTAL $404,928.05.00

B. Fringe Benefits:

HCSO Established Formula

Retirement:	9.02% (HCSO policy includes Retirement)
FICA:	7.65
W/C:	2.51%
Unemp/Comp:	0.50%
Health Ins.	1.88%
Total:	21.57%

Name/Position	Computation	Cost
10 Deputies	$280836.00 x 21.57%	$60,576.33
2 Sergeant	$67964.00 x 21.57%	$14,660.00
2 Admin Staff	$35600.40 x 21.57%	$7,679.00
1 Comm. Specialist	$20527.65	$4,428.00

TOTAL: $87,343.07

Total Personnel & Fringe Benefits: $492,278.45

Equipment, Maintenance, and Fuel

Budget Narrative: During the participation of the LBSP initiative, the HCSO patrol vehicles utilized will require preventive maintenance. Fuel, oils, lubricants and tires will are essential during this period of operation in order to deploy personnel, to achieve positive results.

C. Vehicle Maintenance: List all expenses to be paid from the grant for vehicle maintenance.

Purpose	Item	Computation	Cost
LBSP 03/20/09–08/15/09	Oil Change/filter – 40.52 x 6 times during grant X 12 units=		$2917.68
			Total Cost=$2917.68
LBSP 03/20/08-08/15/09	Tires replacement - $500.00 per set X 12 units=		$6000.00
			Total Cost=$6000.00

Sub Total: $8917.68

Reimbursement for Mileage: List all expenses to be paid from the grant for reimbursement for authorized mileage.

Budget Narrative: HCSO personnel will patrol the 78 miles of US/Mexico border and ingress/egress roads along the immediate threat within the area. HCSO patrol units will average approximately 140 miles per unit during a 10 hour shift. A total of 12 patrol units will patrol four days, a total of 87 days during LBSP initiative. These HCSO POWERSHIFF UNIT will start March 20, 009 to August 15th, 2009. The mission of this POWERSHIFF UNIT will be to increase law enforcement presents in high crime areas, respond to calls for service, reduce crime activity/rate and protect the citizens of Hidalgo County and the U.S against those who enter into U.S. with the sole purpose of engaging in criminal activities.

LBSP 12/01/08 to 08/15/2009 Fuel Unleaded 140 miles x 12 units x 87 days x .505 cents = $ 73,810.80

Total Maintenance & Fuel Total $ 82,728.48

Budget Narrative Worksheet Category		Amount
A.	Operational Overtime	$404,928.05
B.	Fringe Benefits	$87,343.07
Equipment, Maintenance, and Fuel		
C.	Vehicle Maintenance	_____
D.	Equipment Maintenance	$8,917.68
E.	New/Replacement Equipment	_____
F.	Fuel Cost	_____
G.	Reimbursement for Mileage	$73,810.80
H.	Other	_____
I. Travel		_____
	* TOTAL ESTIMATED COSTS	$ 575,000.00

DATE: March 11, 2009
DEPARTMENT HEAD: Guadalupe "Lupe" Trevino
DEPARTMENT NAME: Local Border Security Program FY08 (LBSP-08)
ACCOUNT NUMBER: 9-1284-421-00-280-057-0-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
9-1284-421-00-280-057-0-131	Overtime	404,928.45
9-1284-421-00-280-057-0-211	Health Insurance	7,653.15
9-1284-421-00-280-057-0-220	FICA	30,977.03
9-1284-421-00-280-057-0-230	Retirement	36,524.55
9-1284-421-00-280-057-0-250	Unemployment Compensation	2,024.64
9-1284-421-00-280-057-0-260	Workers' Compensation	10,163.70
9-1284-421-00-280-057-0-581	In-County Employee Travel	73,810.80
9-1284-421-00-280-057-0-681	Vehicle Parts and Supplies	504.00
9-1284-421-00-280-057-0-683	Lubricants	2,413.68
9-1284-421-00-280-057-0-684	Tires	6,000.00
	TOTAL APPROPRIATIONS	575,000.00
9-1284-334-10-280-057-0-000	Texas Border Sheriff's Coalition	575,000.00
	TOTAL REVENUES	575,000.00

REASON: **To appropriate budget for the Local Border Security Program FY08 (LBSP-08) Grant. (Sub Grant to the Texas Border Sheriff's Coalition.)**
Grant Period: 03/03/09 to 08/15/09.

Note: Expenses relating to Life Insurance are to be charged to the salary account number.

DEPARTMENT HEAD SIGNATURE

DATE / /

AI-14499 **13.B.**

Edward Byrne Memorial Justice Assistance Grant (JAG) Formula Program: Local Solicitation Grant

CC REGULAR

Date:	03/17/2009
Submitted By:	Emilia Uriegas, SHERIFF DEPT.
Submitted For:	Anacleto Martinez
Department:	SHERIFF DEPT.
Agenda Category:	Sheriff's Office

Information

CAPTION

Approval to apply for the Edward Byrne Memorial Justice Assistance Grant (JAG) Formula Program: Local Solicitation Grant with the U.S. Department of Justice, Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA) (No Cash Match).

BACKGROUND

The Hidalgo County Sheriff's Office will be applying for $519,453.00 in grant funding.

No local cash match is required.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

no local match

Attachments

Link: jag.application

Link: JAG

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	03/13/2009 07:32 AM	APRV
2	Budget & Management	Veronica Lopez	03/13/2009 08:14 AM	APRV
3	Rey Salazar	Rey Salazar	03/13/2009 02:55 PM	APRV
4	Auditor's Office		03/13/2009 04:31 PM	NEW

Form Started By: Emilia Uriegas — Started On: 03/11/2009 02:53 PM

Final Approval Date: 03/13/2009

OMB No. 1121-0323

U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

RECOVERY ACT

The U.S. Department of Justice, Office of Justice Programs' (OJP) Bureau of Justice Assistance (BJA) is pleased to announce that it is seeking applications for funding under the Recovery Act Edward Byrne Memorial Justice Assistance Grant (JAG) Program.

On February 17, 2009, President Obama signed into law the landmark American Recovery and Reinvestment Act of 2009 (the "Recovery Act"). As one of its many elements, the Recovery Act provides the U.S. Department of Justice (DOJ) with funding for grants to assist state, local, and tribal law enforcement (including support for hiring), to combat violence against women, to fight internet crimes against children, to improve the functioning of the criminal justice system, to assist victims of crime, and to support youth mentoring. DOJ is committed to working with our national, state, local and tribal partners to ensure this funding invests in the American workforce.

Specifically, under this solicitation, BJA will be making awards to assist local and tribal efforts to prevent or reduce crime and violence.

Recovery Act: Edward Byrne Memorial Justice Assistance Grant (JAG) Formula Program: Local Solicitation

Eligibility

Applicants are limited to units of local government listed in the Recovery Act JAG allocation list for JAG funds.
(See "Eligibility," page 2)

Deadline

Registration with OJP's Grants Management System is required prior to application submission.
Applicants must obtain a DUNS number from Dun and Bradstreet prior to application submission. Applicants, including those applying through GMS, must register with the Central Contractor Registration (CCR) database.
(See "Deadline: Registration," page 1)

All applications are due by 8:00 p.m. Eastern Time. on May 18, 2009.
(See "Deadline: Applications," page 2)

OMB No. 1121-0323

U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

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(See "Deadline: Registration," page 1)

All applications are due by 8:00 p.m. Eastern Time. on May 18, 2009.
(See "Deadline: Applications," page 2)

Important Note to Prospective Applicants

This solicitation is issued pursuant to the American Recovery and Reinvestment Act of 2009 (Public Law 111-5), which was signed into law by President Obama on February 17, 2009. As of the date this solicitation is issued, government-wide guidance is still forthcoming on various aspects of the Act.

Applicants are strongly advised to check the appropriate web site and www.ojp.usdoj.gov/recovery/solicitationrequirements.htm periodically (including before submitting an application) for updates to this solicitation and its associated requirements. Additional information may become available that could affect project proposal narratives, timelines, budget requests, certifications, and other matters related to applications.

Award recipients will be required to follow any applicable provisions of government-wide guidance that may be issued pursuant to the Recovery Act.

Contact Information

For assistance with the requirements of this solicitation, contact: BJA toll-free at 1-866-268-0079 or e-mail JAGRecovery@usdoj.gov. This e-mail account will be checked hourly. A response will be provided within one business day. You may also contact your BJA State Policy Advisor at www.ojp.usdoj.gov/BJA/resource/stcont.htm, or Eileen M. Garry, Deputy Director for Programs, at 202–307–6226 or eileen.garry@usdoj.gov.

This application must be submitted through OJP's Grants Management System (GMS). For technical assistance with submitting the application, call the GMS Support Hotline at 1–888–549–9901, option 3. The GMS Support Hotline hours of operation are Monday-Friday from 7:00 a.m. to 9:00 p.m. e.t. For step-by-step GMS guidance, please utilize OJP's online Grants Management System training tool: www.ojp.usdoj.gov/gmscbt/.

Release date: March 6, 2009

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- Additional Requirements Related to the Recovery Act
- American Indian Tribes and Alaska Native Tribes and/or Tribal Organizations

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Accountability and Transparency under the Recovery Act 6

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- Standard Form 424
- Program Narrative
- Budget and Budget Narrative
- Review Narrative
- Abstract
- Certifications

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Recovery Act: Edward Byrne Memorial Justice Assistance Grant (JAG) Formula Program: Local Solicitation
CDFA #16.804

Overview of the Edward Byrne Memorial Justice Assistance Grant Program

This grant program is authorized by the American Recovery and Reinvestment Act of 2009 (Public Law 111-5) (the "Recovery Act") and by 42 U.S.C. 3751(a).

The stated purposes of the Recovery Act are: to preserve and create jobs and promote economic recovery; to assist those most impacted by the recession; to provide investments needed to increase economic efficiency by spurring technological advances in science and health; to invest in transportation, environmental protection, and other infrastructure that will provide long-term economic benefits; and to stabilize State and local government budgets, in order to minimize and avoid reductions in essential services and counterproductive State and local tax increases.

The Recovery Act places great emphasis on accountability and transparency in the use of taxpayer dollars. Among other things, it creates a new Recovery Accountability and Transparency Board and a new website – Recovery.gov – to provide information to the public, including access to detailed information on grants and contracts made with Recovery Act funds.

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program is the primary provider of federal criminal justice funding to state and local jurisdictions. JAG funds support all components of the criminal justice system, from multijurisdictional drug and gang task forces to crime prevention and domestic violence programs, courts, corrections, treatment, and justice information sharing initiatives. JAG funded projects may address crime through the provision of services directly to individuals and/or communities and by improving the effectiveness and efficiency of criminal justice systems, processes, and procedures.

Deadline: Registration

Registering with OJP's Grants Management System (GMS)
Applications must be submitted through OJP's online Grants Management System (GMS). To access the system, go to https://grants.ojp.usdoj.gov. Applicants should begin the process immediately to meet the GMS registration deadline, especially if this is the first time they have used the system. Each application requires a separate GMS registration. The registration process for organizations includes: (1) Obtaining a Data Universal Numbering System (DUNS) number; (2) Registering your organization with the Central Contractor Registration (CCR) database; and (3) Registering with GMS prior to applying.

The deadline to register is 8:00 p.m. Eastern Time on May 18, 2009.

A DUNS number is required. All applicants under this solicitation must include a DUNS (Data Universal Numbering System) number in their application. Applications without a DUNS number are incomplete.

A DUNS number is a unique nine-digit sequence recognized as the universal standard for identifying and keeping track of entities receiving Federal funds. The identifier is used for

tracking purposes and to validate address and point of contact information for federal assistance applicants, recipients, and subrecipients. The DUNS number will be used throughout the grant life cycle. Obtaining a DUNS number is a free, simple, one-time activity. Obtain one by calling 1-866-705-5711 or by applying online at http://fedgov.dnb.com/webform/displayHomePage.do.

Central Contractor Registration (CCR) is required. In addition to the DUNS number requirement, OJP requires that all applicants (other than individuals) for federal financial assistance maintain current registrations in the Central Contractor Registration (CCR) database. The CCR database is the repository for standard information about federal financial assistance applicants, recipients, and subrecipients. Organizations that have previously submitted applications via Grants.gov are already registered with CCR, as it is a requirement for Grants.gov registration. Please note, however, that applicants must update or renew their CCR registration at least once per year to maintain an active status. Information about registration procedures can be accessed at www.ccr.gov.

Deadline: Applications

The due date for applying for funding under this announcement is 8:00 p.m. Eastern Time on May 18, 2009.

Eligibility

Applicants are limited to units of local government appearing on the Recovery Act JAG allocation list. For JAG Program purposes, a unit of local government is: a town, township, village, parish, city, county, or other general purpose political subdivision of a state; any law enforcement district or judicial enforcement district that is established under applicable state law and has authority to, in a manner independent of other state entities, establish a budget and impose taxes; or, it may also be a federally recognized Indian tribe or Alaskan Native organization that performs law enforcement functions as determined by the Secretary of the Interior. In Louisiana, a unit of local government means the office of a district attorney or a parish sheriff.

Additional Requirements Related to the Recovery Act (including certification requirements):

Reporting on the Use of Funds. In order to be eligible to receive funds under this solicitation, applicants must certify that they will satisfy the reporting requirements of section 1512(c) of the Recovery Act, which requires detailed reporting (including reporting on subawards) not later than **ten calendar days after the end of each calendar quarter**. Detailed information on section 1512(c) appears below, under "Accountability and Transparency under the Recovery Act." A template for the certification is included in the appendix. Applicants may expect that a standard form and/or standard reporting mechanism will be made available at a future date.

Certification regarding Infrastructure Investments. Pursuant to section 1511 of the Recovery Act, a State or local government (including a federally-recognized Indian tribal government) may not receive funds for an infrastructure investment (for example, construction or major renovation of a correctional facility) unless the Governor, mayor, or other chief executive, as appropriate, certifies that the infrastructure investment has received the full vetting required by law and that the chief executive accepts responsibility that the infrastructure is an appropriate use of taxpayer dollars. The certification must include a description of the infrastructure investment, the estimated total cost, and the amount of Recovery Act funds to be used, and must be posted on

a web site that is linked to Recovery.gov. (Refer to the OJP Recovery Act Additional Requirements web page at www.ojp.usdoj.gov/recovery/solicitationrequirements.htm for the text of section 1511.)

Consistent with section 1511, **all** applicants under this solicitation must complete a "General Certification as to Requirements for Receipt of Funds for Infrastructure Investments," a template for which is included in the appendix. Recipients that are awarded funds for one or more infrastructure investment projects must also submit and post a certification that satisfies section 1511 as to each such specific project prior to obligating, expending, or drawing down funds for such a project. Applicants or recipients that intend to prepare a section 1511 certification should consult the OJP Recovery Act Additional Requirements web page at www.ojp.usdoj.gov/recovery/solicitationrequirements.htm. If a standard form becomes available, OJP will include a notice in the appropriate section of the web page.

American Indian Tribes and Alaska Native Tribes and/or Tribal Organizations: If a grant application is being submitted on behalf of a tribe or tribal organization, a current authorizing resolution of the governing body of the tribal entity or other enactment of the tribal council or comparable government entity authorizing the inclusion of the tribe or tribal organization named in the application must be included with the application.

JAG Program-Specific Information

All awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law. Applicants also should anticipate that awards under the Recovery Act will be one-time awards and accordingly should propose project activities and deliverables that can be accomplished without additional DOJ funding.

Established to streamline justice funding and grant administration, the JAG Program allows states, tribes, and local governments to support a broad range of activities to prevent and control crime based on their own local needs and conditions. JAG blends the previous Byrne Formula and Local Law Enforcement Block Grant (LLEBG) Programs to provide agencies with the flexibility to prioritize and place justice funds where they are needed most.

Formula
The Bureau of Justice Statistics (BJS) calculates, for each *state and territory, a* minimum base allocation which, based on the statutory JAG formula, can be enhanced by (1) the state's share of the national population and (2) the state's share of the country's Part 1 violent crime statistics. Once the state funding is calculated, 60 percent of the allocation is awarded to the state and 40 percent to eligible units of local government. States also have a variable percentage of the allocation that is required to "pass through" to units of local government. This amount, also calculated by BJS, is based on each state's crime expenditures. Additionally, the formula calculates direct allocations for local governments within each state, based on their share of the total violent crime reported within the state. Local governments that are entitled to at least $10,000 awards may apply directly to BJA for Local JAG grants.

NOTE: Beginning in 2009, the formula calculation for the local portion of the JAG statute has changed significantly as a result of final implementation of the JAG statute. The statute, 42 U.S.C. 3755(d)(2)(B), specifies that for Fiscal Years 2005 through 2008, allocations to units of local government would follow the Local Law Enforcement Block Grant (LLEBG) formula. Pursuant to the statute, however, calculations for FY 2009 (and subsequent JAG calculations)

require that units of local government must have submitted to the FBI at least three years of Uniform Crime Report (UCR) data during the most-recent ten-year period for which UCR data are available (here, 1998-2007) in order to be eligible. As a result of this statutory requirement, several local governments that were eligible in prior years for JAG formula funding are ineligible this year due to a lack of compliant UCR data reporting.

Award Amount
The JAG allocation list established by the Bureau of Justice Statistics (BJS), and indicates the amount for which each unit of local government is eligible to apply. For a listing of eligible units of local government and eligible amounts, go to www.ojp.usdoj.gov/BJA/recoveryJAG/recoveryallocations.html.

Purpose Areas
JAG funds may be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, information systems for criminal justice, and criminal justice-related research and evaluation activities that will improve or enhance:

- Law enforcement programs.
- Prosecution and court programs.
- Prevention and education programs.
- Corrections and community corrections programs.
- Drug treatment and enforcement programs.
- Planning, evaluation, and technology improvement programs.
- Crime victim and witness programs (other than compensation).

Responsibilities
The Chief Executive Officer (CEO) of an eligible unit of local government or a local agency designated by the CEO must submit the application for JAG funds. A unit of local government receiving a JAG award will be responsible for the administration of the funds including: distributing the funds; monitoring the award; submitting reports including performance measures and program assessment data; and providing ongoing oversight and assistance to any subrecipients of the funds.

Administrative Funds
A unit of local government may use up to 10 percent of the award for costs associated with administering JAG funds.

Disparate Certification
A disparate allocation occurs when a city or municipality is scheduled to receive one and one-half times (150 percent) more than a county with concurrent jurisdiction, while that county bears more than 50 percent of the costs associated with prosecution or incarceration of the municipality's Part 1 violent crime. Multiple disparate allocations occur when multiple cities or municipalities are collectively eligible to receive four times (400 percent) more than the county.

JAG disparate jurisdictions are certified by the Director of the Bureau of Justice Assistance (BJA), based in part on input from the state's Attorney General. For a listing of disparate jurisdictions, go to www.ojp.usdoj.gov/BJA/recoveryJAG/recoveryallocations.html.

★ Jurisdictions certified as disparate must identify a fiscal agent that will submit a **joint application** for the total eligible allocation. The joint application must specify the award distribution to each unit of local government and the purposes for which the funds will be

used. When beginning the JAG application process, a Memorandum of Understanding (MOU) that identifies which jurisdiction will serve as the applicant/fiscal agent for joint funds, must be completed, and signed by the Authorized Representative for each participating jurisdiction. The signed MOU should be attached to the application. For a sample MOU, go to www.ojp.usdoj.gov/BJA/recoveryJAG/JAGrecoveryMOU.pdf.

Governing Body Review
The applicant agency (fiscal agent) must make the grant application available for review by its governing body (or to the organization designated by that governing body) not fewer than 30 days before the application is submitted to BJA.

Public Comment
The Local JAG application must include a statement that the application was made public and that, to the extent of applicable law or established procedure, an opportunity to comment was provided to citizens and neighborhood or community organizations.

Length of Awards
Awards are made in the first fiscal year of the appropriation and may be expended during the following 3 years, for a total of 4 grant period years.

Trust Fund
Each unit of local government may draw down any or all JAG funds after acceptance of the award. To do so, a trust fund must be established in which to deposit the funds. The trust fund may or may not be an interest- bearing account. If subrecipients draw down JAG funds in advance, they also must establish a trust fund in which to deposit funds.

Recipients of funds, however, should be aware that the authority to retain such advance funding may be withdrawn should the recipient persistently remain delinquent in applicable reporting required by the Recovery Act. Specific information relating to this will be detailed in grant award documents.

Prohibited Uses
No JAG funds may be expended outside of the JAG purpose areas. Even within the purpose areas, however, JAG funds may not be used directly or indirectly for security enhancements or equipment for nongovernmental entities not engaged in criminal justice or public safety. Nor may JAG funds be used directly or indirectly to provide for any of the following matters unless BJA certifies that extraordinary and exigent circumstances exist, making them essential to the maintenance of public safety and good order:

- Vehicles (excluding police cruisers), vessels (excluding police boats), or aircraft (excluding police helicopters).
- Luxury items.
- Real estate.
- Construction projects (other than penal or correctional institutions).
- Any similar matters.

Non-Supplanting
Federal funds must be used to supplement existing state and local funds for program activities and must not replace those funds that have been appropriated for the same purpose. See the OJP Financial Guide (Part II, Chapter 3). Additional information appears on the "OJP Recovery Act Additional Requirements" web page at www.ojp.usdoj.gov/recovery/solicitationrequirements.htm.

Recovery Act: Buy American
All applicants that propose to use grant funds to construct, alter, maintain, or repair a public building or public work should be aware that the Recovery Act (in section 1605) contains a "Buy American" provision that applies to iron, steel, and manufactured goods, subject to certain exceptions. The provision is to be applied in a manner consistent with United States obligations under international agreements. Government-wide guidance on this provision is not yet available, but is expected. For the text of section 1605, please refer to the ""OJP Recovery Act Additional Requirements" web page at www.ojp.usdoj.gov/recovery/solicitationrequirements.htm.

Recovery Act: Wage Rate Requirements
All applicants should be aware that the Recovery Act contains a provision on wage rate requirements that concerns projects funded or assisted by Recovery Act funds that employ laborers and mechanics. See section 1606 of the Recovery Act, the text of which appears on the "OJP Recovery Act Additional Requirements" web page at www.ojp.usdoj.gov/recovery/solicitationrequirements.htm. Government-wide guidance on this provision is not yet available, but is expected.

Recovery Act: Preference for Quick-Start Activities
Pursuant to section 1602 of the Recovery Act, recipient of funds under this solicitation for infrastructure investment are to give preference to activities that can be started and completed expeditiously, and also are expected to use grant funds in a manner that maximizes job creation and economic benefit. For the details of this requirement, please refer to the text of section 1602, which appears on the "OJP's Recovery Act Additional Requirements" web page at www.ojp.usdoj.gov/recovery/solicitationrequirements.htm.

Recovery Act: Contracts
Generally speaking, the Recovery Act places special emphasis on the use of fixed-price contracts awarded through competitive procedures. As information becomes available, OJP will provide guidance to applicants as to what, if any, particular procurement requirements or procedures may apply to contracts awarded with Recovery Act grant funds, apart from those that appear in 28 C.F.R. Part 66 and 28 C.F.R. Part 70.

Recovery Act: Limit on Funds
The Recovery Act specifically provides that funds may not be used by any state or local government, or any private entity, for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

Recovery Act: Use of Funds in Conjunction with Funds from Other Sources.
Recovery Act funds may be used in conjunction with other funding as necessary to complete projects, but tracking and reporting of Recovery Act funds must be separate, to meet the reporting and other requirements of the Recovery Act and other applicable law. There can be no commingling of funds. (See "Accountability and Transparency under the Recovery Act," below.)

Accountability and Transparency under the Recovery Act

Separate Tracking and Reporting of Recovery Act Funds and Outcomes
Consistent with the special purposes and goals of the Recovery Act, and its strong emphasis on accountability and transparency, it is essential that all funds from a Recovery Act grant be tracked, accounted for, and reported on separately from all other funds (including DOJ grant

funds from non-Recovery Act grants awarded for the same or similar purposes or programs). Recipients must also be prepared to track and report on the specific outcomes and benefits attributable to use of Recovery Act funds.

The accounting systems of all recipients and subrecipients must ensure that funds from any award under this Recovery Act solicitation are not commingled with funds from any other source.

Misuse of grant funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under a grant, and civil and/or criminal penalties.

Quarterly Financial and Programmatic Reporting
Consistent with the Recovery Act emphasis on accountability and transparency, reporting requirements under Recovery Act grant programs will differ from and expand upon OJP's standard reporting requirements for grants. In particular, section 1512(c) of the Recovery Act sets out detailed requirements for quarterly reports that must be submitted within 10 days of the end of each calendar quarter. Receipt of funds will be contingent on meeting the Recovery Act reporting requirements.

Under this Recovery Act program, quarterly financial and programmatic reporting will be required, and will be **due within 10 calendar days after the end of each calendar quarter**, starting July 10, 2009.

Programmatic and Financial Reporting Periods	**Due Dates**
October- December	January 10
January- March	April 10
April-June	July 10
July-September	October 10

The information from grantee reports will be posted on a public website. To the extent that grant funds are available to pay a grantee's administrative expenses, those funds may be used to assist the grantee in meeting the accelerated time-frame and extensive reporting requirements of the Recovery Act.

Recovery Act grant recipients may expect that the information posted by OJP will identify grantees that are delinquent in their reporting. In addition, in keeping with standard OJP practice, grant recipients who do not submit required reports by the due date will not be permitted to draw down funds thereafter, during the pendency of the delinquency, and may be subject to other appropriate actions by OJP, including, but not limited to, restrictions on eligibility for future OJP awards, restrictions on draw-down on other OJP awards, and suspension or termination of the Recovery Act award.

Funding recipients may expect that a standard form and/or reporting mechanism may be available. Additional instructions and guidance regarding the required reporting will be provided as they become available. For planning purposes, however, all applicants should be aware that the Recovery Act section 1512(c) provides as follows:

Recipient Reports: Not later than 10 days after the end of each calendar quarter, each recipient that received recovery funds from a Federal agency shall submit a report to that agency that contains—

(1) the total amount of recovery funds received from that agency;

(2) the amount of recovery funds received that were expended or obligated to projects or activities; and

(3) a detailed list of all projects or activities for which recovery funds were expended or obligated, including--

(A) the name of the project or activity;

(B) a description of the project or activity;

(C) an evaluation of the completion status of the project or activity;

(D) an estimate of the number of jobs created and the number of jobs retained by the project or activity; and

(E) for infrastructure investments made by State and local governments, the purpose, total cost, and rationale of the agency for funding the infrastructure investment with funds made available under this Act, and name of the person to contact at the agency if there are concerns with the infrastructure investment.

(4) Detailed information on any subcontracts or subgrants awarded by the recipient to include the data elements required to comply with the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), allowing aggregate reporting on awards below $25,000 or to individuals, as prescribed by the Director of the Office of Management and Budget.

Subawards under Recovery Act Grants

Reporting; DUNS and CCR. As indicated above, quarterly reporting requirements for Recovery Act awards include reporting with respect to subawards. In order to facilitate that reporting, award recipients must work with their first-tier subawardees (if any) to ensure that, no later than the due date of the award recipient's first quarterly report after a subaward is made, the subawardee has a DUNS numbers and is registered with the Central Contractor Registration (CCR) database. See "Deadline: Registration," above, for more information on CCR and DUNS numbers.

Monitoring of subawards. All applicants should bear in mind that any recipient of an award under this solicitation will be responsible for monitoring of subawards under the grant in accordance with all applicable statutes, regulations, OMB circulars, and guidelines, including the OJP Financial Guide. Primary recipients will be responsible for oversight of subawardee spending and monitoring of specific outcomes and benefits attributable to use of Recovery Act funds.

Reporting Fraud, Waste, Error, and Abuse

Each grantee or subgrantee awarded funds made available under the Recovery Act is to promptly refer to an appropriate inspector general any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has submitted false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving Recovery Act funds.

You may report potential fraud, waste, abuse, or misconduct to the U.S. Department of Justice, Office of the Inspector General (OIG) by——

mail: Office of the Inspector General
U.S. Department of Justice
Investigations Division
950 Pennsylvania Avenue, N.W.
Room 4706
Washington, DC 20530

e-mail: oig.hotline@usdoj.gov

hotline: (contact information in English and Spanish): (800) 869-4499

or hotline fax: (202) 616-9881

Additional information is available from the DOJ OIG web site at www.usdoj.gov/oig/.

The Recovery Act provides certain protections against reprisals for employees of non-Federal employers who disclose information reasonably believed to be evidence of gross management, gross waste, substantial and specific danger to public health or safety, abuse of authority, or violations of law related to contracts or grants using Recovery Act funds. For additional information, refer to section 1553 of the Recovery Act.

Performance Measures

To assist in fulfilling the accountability objectives of the Recovery Act, as well as the Department's responsibilities under the Government Performance and Results Act of 1993 (GPRA), Public Law 103-62, applicants who receive funding under this solicitation must provide data that measure the results of their work. In addition, applicants must discuss their data collection methods in the application. The following are **required** measures for awards made under the Recovery Act:

Objective	Performance Measures	Data the grantee provides for 3-month reporting period	Description (Plain language explanation of what exactly is being provided)
Recovery Act: Preserving jobs	Number of jobs saved (by type) due to Recovery Act funding.	a) How many jobs were prevented from being eliminated with the Recovery Act funding during this reporting period? b) How many jobs that were eliminated within the last 12 months were reinstated with Recovery Act funding?	An unduplicated number of jobs that would have been eliminated if not for the Recovery Act funding during the three-month quarter. Report this data for each position only once during the grant. A job can include full time, part time, contractual, or other employment relationship.
Recovery Act: Creating jobs	Number of jobs created (by type) due to Recovery Act funding.	How many jobs were created with Recovery Act funding this reporting period?	An unduplicated number of jobs created due to Recovery Act funding during the three month quarter. Report this data for each position only once during the grant. A job can include full time, part time, contractual, or other employment relationship.

In addition, new performance measures specific to the JAG Program have been developed by BJA with input from criminal justice members in the field (including SAAs). The performance measures can be found at: www.ojp.usdoj.gov/BJA/grant/JAG_Measures.pdf.

How to Apply

Grants Management System Instructions. Applications must be submitted through OJP's online Grants Management System (GMS). To access the system, go to https://grants.ojp.usdoj.gov. Applicants should begin the process a few weeks prior to the GMS registration deadline, especially if this is the first time they have used the system. Each application requires a separate GMS registration. For a step-by-step guide, visit http://www.ojp.gov/gmscbt/ and refer to the section entitled "External Overview: Locating & Applying for Funding Opportunities." For additional assistance, call the GMS Support Hotline at 1–888–549–9901 from 7:00 a.m. to 9:00 p.m. Eastern Time.

Note: OJP will not review any application whose attachments are in Microsoft Vista or Microsoft 2007 format. Applications submitted via GMS must be in the following formats: Microsoft Word (*.doc), Word Perfect (*.wpd), Microsoft Excel (*.xls), PDF files (*.pdf), or Text Documents (*.txt). GMS is not yet compatible with Vista and cannot yet process Microsoft Word 2007 documents saved in the new default format with the extension ".docx." Please ensure that any Word documents you are submitting are saved using "Word 97-2003 Document (*.doc)" format. Additionally, GMS does not accept executable file types as application attachments. These disallowed file types include, but are not limited to, the following extensions: ".com," ".bat," ".exe," ".vbs," ".cfg," ".dat," ".db," ".dbf," ".dll," ".ini," ".log," ".ora," ".sys," and ".zip."

Recovery Act CFDA Number: The Catalog of Federal Domestic Assistance (CFDA) number for this solicitation is 16.804, titled "Recovery Act: Edward Byrne Memorial Justice Assistance Grant (JAG) Program/Grants to Units of Local Territories."

What an Application Must Include

Standard Form 424

Program Narrative (Attachment 1)

Applicants must submit a program narrative that describes the proposed program activities for the 4-year grant period. The narrative must outline the type of programs to be funded by the JAG award and provide a brief analysis of the need for the programs. Narratives must also identify anticipated coordination efforts involving JAG and related justice funds. Certified disparate jurisdictions submitting a **joint application** must specify the funding distribution to each disparate unit of local government and the purposes for which the funds will be used.

The program narrative must include:

- Project objectives that are linked to meaningful and measurable outcomes consistent with the goals of the Recovery Act, and the likelihood of achieving such outcomes, such as job creation and preservation.
- Organization capabilities and competencies, including a description of how the organization will track all drawdowns and grant expenditures separately from other federal funding.
- Activities that can be started and completed expeditiously, and in a manner that maximizes job creation and economic benefits.
- Timeline or project plan identifying when the goals and objectives will be completed.

- Performance measures established by the organization to assess whether grant objectives are being met.

Budget and Budget Narrative (Attachment 2)
Applicants must submit a budget and budget narrative outlining how JAG funds, including administrative funds if applicable, will be used to support and implement the program. A sample budget form may be found at www.ojp.usdoj.gov/funding/forms/budget_detail.pdf.

Review Narrative (Attachment 3)
Applicants must include in this attachment documentation regarding the following requirements:
- Include the date that the JAG application was made available for review by the applicant's governing body. This governing body notification must occur no less than 30 days before submission to BJA.
- Include a statement that the application was made public and that, to the extent of applicable law or established procedure, an opportunity to comment was provided to citizens and neighborhood or community organizations.
- If the applicant is part of a disparate jurisdiction, include the Memorandum of Understanding (MOU), which has been executed and signed by each jurisdiction's Authorized Representative, outlining each jurisdiction's allocation and indicating which jurisdiction is serving as the applicant/fiscal agent for the joint funds.

Abstract (Attachment 4)
Applicants must provide an abstract which includes the applicant's name, title of the project, the goals of the project, a description of the strategies to be used, major deliverables, and coordination plans. The abstract must not exceed one-half page, or 400-500 words.

Certifications (Attachment 5)
See the Appendix.

Review Process

OJP is committed to ensuring a standardized process for awarding grants. The Bureau of Justice Assistance reviews the application to make sure that the information presented is reasonable, understandable, measurable, and achievable, as well as consistent with program or legislative requirements as stated in the solicitation.

Absent explicit statutory authorization or written delegation of authority to the contrary, all final grant award decisions will be made by the OJP Assistant Attorney General (AAG).

Additional Requirements

Successful applicants selected for awards under this Recovery Act solicitation must agree to comply with additional applicable requirements prior to receiving grant funding. We strongly encourage you to review the list below pertaining to these additional requirements prior to submitting your application. Additional information for each can be found at www.ojp.usdoj.gov/recovery/solicitationrequirements.htm.

- Civil Rights Compliance

- Funding to Faith-Based Organizations
- Confidentiality and Human Subjects Protection
- Anti-Lobbying Act
- Financial and Government Audit Requirements, includes Single Audit Act Requirements
- National Environmental Policy Act (NEPA)
- DOJ Information Technology Standards
- Single Point of Contact Review
- Non-Supplanting of State and Local Funds
- Criminal Penalty for False Statements
- Compliance with Office of Justice Programs *Financial Guide*
- Suspension or Termination of Funding
- Non-Profit Organizations
- For-Profit Organizations
- Government Performance and Results Act (GPRA)
- Rights in Intellectual Property
- Federal Funding Accountability and Transparency Act (FFATA) of 2006
- Recovery Act Reporting Requirements; Section 1512(c) of the Recovery Act
- Section 1511 of the Recovery Act: Certifications
- Section 1602 of the Recovery Act: Preference for Quick-Start Activities
- Section 1604 of the Recovery Act: Limit on Funds
- Section 1605 of the Recovery Act: Buy American
- Section 1606 of the Recovery Act: Wage Rate Requirements
- Section 1607 of the Recovery Act: Additional Funding Distribution and Assurance of Appropriate Use of Funds
- Section 1609 of the Recovery Act: Relating to National Environmental Policy Act

Appendix. Templates for Required Certifications

Instructions: Scan signed certifications and submit image files electronically as part of your application package.

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

Recovery Act – Justice Assistance Grant (JAG) Program

Certification as to Recovery Act Reporting Requirements

On behalf of the applicant entity named below, I certify the following to the Office of Justice Programs, U.S. Department of Justice:

I have personally read and reviewed the section entitled "Accountability and Transparency under the Recovery Act" in the program announcement for the Recovery Act grant program identified above. I have also read and reviewed section 1512(c) of the American Recovery and Reinvestment Act of 2009 (Public Law 111-5), concerning reporting requirements for grants. I agree that the applicant will comply with the reporting requirements set forth therein with respect to any grant the applicant may receive under the Recovery Act grant program identified above.

I acknowledge that a false statement in this certification may be subject to criminal prosecution, including under 18 U.S.C. § 1001. I also acknowledge that Office of Justice Program grants, including certifications provided in connection with such grants, are subject to review by the Office of Justice Programs, and/or by the Department of Justice's Office of the Inspector General.

I have authority to make this certification on behalf of the applicant entity (that is, the entity applying directly to the Office of Justice Programs).

_____
Signature of Certifying Official

_____
Printed Name of Certifying Official

_____
Title of Certifying Official

_____
Full Name of Applicant Entity

_____
Date

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

Recovery Act – Justice Assistance Grant (JAG) Program

General Certification as to Requirements for Receipt of Funds
for Infrastructure Investments

On behalf of the applicant State or unit of local government (including tribal government) named below, I certify the following to the Office of Justice Programs ("OJP"), U.S. Department of Justice:

I have personally read and reviewed the section entitled "Eligibility" in the program announcement for the Recovery Act grant program named above. I also have personally read and reviewed section 1511 of the American Recovery and Reinvestment Act of 2009 (the "Recovery Act"), which requires a specific certification prior to receipt of Recovery Act funds for infrastructure investments.

Initial the statement that applies:

_____ The applicant identified below **does not intend to use** any portion of any funds received under this Recovery Act grant program for any infrastructure investment. Should this intention change, the applicant will promptly notify OJP, and (except to the extent, if any, that OJP has given prior written approval to expend funds to conduct the review and vetting required by law) will not draw down, obligate, or expend any funds received under this Recovery Act program for any infrastructure investment project until section 1511 of the Recovery Act has been satisfied, and an adequate project-specific certification has been executed, posted, and submitted to OJP.

_____ The applicant identified below **does intend to use** some or all of any funds received under this Recovery Act grant program for one or more infrastructure investment projects. Except to the extent, if any, that OJP has given prior written approval to expend funds to conduct the review and vetting required by law, I agree that the applicant entity will execute, post, and submit to OJP, prior to obligating, expending, or drawing down funds for such project, a project-specific certification that satisfies all of the requirements of section 1511 (including execution by the Governor, mayor, or other chief executive, as appropriate) for each such infrastructure investment project.

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

General Certification as to Requirements for Receipt of Funds
for Infrastructure Investments

I acknowledge that a false statement in this certification may be subject to criminal prosecution, including under 18 U.S.C. § 1001. I also acknowledge that Office of Justice Program grants, including certifications provided in connection with such grants, are subject to review by the Office of Justice Programs and/or by the Department of Justice's Office of the Inspector General.

I have authority to make this certification on behalf of the applicant (that is, the governmental entity applying directly to the Office of Justice Programs).

_____
Signature of Certifying Official

_____
Printed Name of Certifying Official

_____
Title of Certifying Official

_____
Full Name of Applicant Government Entity

_____
Date

AI-14487 **13.C.**

Sheriff's Federal Sharing - U.S. Department of Justice

CC REGULAR

Date:	03/17/2009
Submitted By:	Rosie Hinojosa, SHERIFF DEPT.
Submitted For:	Rosie Hinojosa
Department:	SHERIFF DEPT.
Agenda Category:	Sheriff's Office

Information

CAPTION

Approval to appropriate 2009 monies received on a seizure award in the Sheriff's Federal Sharing - U.S. Department of Justice Fund (1229) in the total amount of $ 11,980.27

BACKGROUND

See attached Budget Amendment.

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 9-1229-421-00-280-007-0-XXX

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

BUDGETARY IMPACT:

Appropriation of revenue funds into object 603 & 748 in the amounts of $7,000.00 & $4,980.27 (respectively).

Attachments

Link: 2009 BA for Sheriff's Federal Sharing Fund (1229)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	03/11/2009 03:06 PM	APRV
2	Budget & Management	Veronica Lopez	03/11/2009 03:14 PM	APRV
3	Rey Salazar	Rey Salazar	03/12/2009 10:27 AM	APRV
4	Dale Kennan	Dale Kennan	03/12/2009 03:34 PM	APRV
5	Auditor's Office		03/13/2009 04:31 PM	NEW

Form Started By: Rosie Hinojosa — Started On: 03/11/2009 12:28 PM

Final Approval Date: 03/13/2009

DATE: March 11, 2009
DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino
DEPARTMENT NAME: Sheriff's Federal Sharing - U.S. Departmen
ACCOUNT NUMBER: 9-1229-421-00-280-007-0-XXX

SUBJECT: Budget Amendments (Increases) in Accord Code, Chapter 111, Subchapter C

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME
9-1229-421-00-280-007-0-603	Educational/Instructional Supplies
9-1229-421-00-280-007-0-748	Other Equipment
9-1229-352-30-280-000-0-000	***COURT ORDERED CONFISCATIONS***

TOTAL BUDGET INCREASE REQUEST

REASON: To appropriate monies received on a seizure award. (Rec. No. 126637)

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

ıt of Justice

lance with Local Government

AMOUNT
7,000.00
4,980.27
11,980.27

$	11,980.27

ATTEST COUNTY CLERK

AI-14485 **13.D.**

Sheriff's L.E.O.S.E.

CC REGULAR

Date:	03/17/2009
Submitted By:	Rosie Hinojosa, SHERIFF DEPT.
Submitted For:	Rosie Hinojosa
Department:	SHERIFF DEPT.
Agenda Category:	Sheriff's Office

Information

CAPTION

Approval to appropriate the 2009 L.E.O.S.E. Allocation from the State Comptroller and the 2008 Interest Earned into the Sheriff's LEOSE accounts within the LEOSE Fund (1220) in the total amount of $42,903.99.

BACKGROUND

See attached Budget Amendment.

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 9-1220-421-00-280-004-0-58X

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

BUDGETARY IMPACT:

Appropriation into 583 & 584 in the amounts of $27,903.99 & $15,000.00 (respectively). Appropriation available from LEOSE revenue and interest.

Attachments

Link: Sheriff's LEOSE BA

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	03/11/2009 03:03 PM	APRV
2	Budget & Management	Veronica Lopez	03/11/2009 03:13 PM	APRV
3	Rey Salazar	Rey Salazar	03/12/2009 10:26 AM	APRV
4	Dale Kennan	Dale Kennan	03/12/2009 03:13 PM	APRV
5	Auditor's Office		03/13/2009 04:31 PM	NEW

Form Started By: Rosie Hinojosa — Started On: 03/11/2009 10:08 AM

Final Approval Date: 03/13/2009

DATE: March 11, 2009
DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino
DEPARTMENT NAME: Sheriff's L.E.O.S.E.
ACCOUNT NUMBER: 9-1220-421-00-280-004-0.XXX

SUBJECT: Budget Amendments (Increases) in Accord
Code, Chapter 111, Subchapter C

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME
9-1220-421-00-280-004-0-583	OUT OF COUNTY EMPLOYEE TRAVEL
9-1220-421-00-280-004-0-584	REGISTRATION FEES
9-1220-335-00-280-000-0-000	***SHERIFF LEOSE REVENUE***
	2008 INTEREST EARNED

TOTAL BUDGET INCREASE REQUEST

REASON: TO APPROPRIATE THE SHERIFF'S L.E.O.S.E. ALLOCATION FROM THE
AMOUNT OF $42,579.81; AND, INTEREST EARNED DURING 2008 IN THE AMOUNT
$42,903.99. THESE MONIES WILL BE USED FOR THE CONTINUING EDUCATION O
CHAPTER 415 GOVERNMENT CODE. ANY UNEXPENDED AMOUNTS ARE TO BE C
FOLLOWING YEAR.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

lance with Local Government

AMOUNT
27,903.99
15,000.00
42,579.81
324.18

$42,903.99

STATE COMPTROLLER IN THE
OF $324.18, FOR A TOTAL OF
)F PERSONS LICENSED UNDER
CARRIED OVER TO THE

ATTEST COUNTY CLERK

AI-14434 **13.E.**

Membership Dues-Texas District & County Attorney's Association

CC REGULAR

Date:	03/17/2009
Submitted By:	Monica Hinojosa, SHERIFF DEPT.
Submitted For:	Monica Hinojosa
Department:	SHERIFF DEPT.
Agenda Category:	Sheriff's Office

Information

CAPTION

Requesting approval of payment for the membership dues of Chief Deputy Anacleto Martinez to the Texas District & County Attorney's Association in the amount of $60.00 for the year of 2009.

BACKGROUND

The TDCAA serves the people who work in the district and county attorney's offices around the state by producing comprehensive continuing legal education courses for prosecutors, their investigators and key personnel.

Fiscal Impact

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

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

BUDGETARY IMPACT:

Available balance as of 03/12/09; $4,705.00

Attachments

Link: TDCAA DUES

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	03/11/2009 03:03 PM	APRV
2	Budget & Management	Veronica Lopez	03/11/2009 03:12 PM	APRV
3	Rey Salazar	Rey Salazar	03/12/2009 10:22 AM	APRV
4	Roland Garcia	Rolando Garcia	03/12/2009 03:46 PM	APRV
5	Auditor's Office		03/13/2009 04:31 PM	NEW

Form Started By: Monica Hinojosa Started On: 03/09/2009 10:39 AM

Final Approval Date: 03/13/2009

Home

Join TDCAA

Thank you for your interest in membership in TDCAA. We strive to deliver the best training and technical assistance possible to Texas prosecutors, their staff members and those in related professions.

TDCAA's online services include an interactive membership application and the ability to update/edit membership information online.

Also, you can download the membership application below.

Attachment	Size
2008 membership application.pdf	86.09 KB

Printer-friendly version

Texas District & County Attorneys Association • 505 W. 12th St., Ste 100 • Austin, TX 78701 • 512-474-2436
Support our work through TDCAF | Website designed by Doug Addison Web Productions
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Texas District and County Attorneys Association
505 W. 12th St., Ste. 100, Austin, TX 78701
Phone: 512/474-2436 Fax: 512/478-4112
Website: www.tdcaa.com

MEMBERSHIP INFORMATION – Please circle one

REGULAR MEMBERSHIP - Open to employees of Texas county prosecutors' offices.

Elected Prosecutor	$75.00
Assistant prosecutor	$60.00
Investigator	$55.00
Key Personnel & Victim Coordinators	$50.00

ASSOCIATE MEMBERSHIP - Open to anyone who wishes to become a member of TDCAA.

General	$60.00
Law Student	$35.00

***If applicant is replacing a previous member, please be sure to note it beside the new applicant's name.**

Full Name Anacleto "Sonny" Martinez

Primary County Represented Hidalgo District _____

Type of Office Represented (CA, CDA, DA, C&DA) _____

Position/Title Chief Deputy

Division/Department Sheriff's Office

Office Address P.O Box 1228

City, State, Zip Edinburg TX 78540

Office Phone (956) 383-8114 Office Fax (956) 393-6179

Office Email Address amartinez@hidalgo50.org

Hire Date 09/15/1992 Bar Number (attorneys only) _____

Date of Birth 02/27/1950 TCLEOSE ID (peace officers only) 43487

Please list any prior experience with a **Texas prosecutors'** office:

LIST COUNTY	DA, CA, CDA, C&DA	MM/DD/YY
County Hidalgo	Office CDA	Dates: From: 9/15/92 To 12/31/04
County _____	Office _____	Dates: From: / / To / /
County _____	Office _____	Dates: From: / / To / /

BILLING INFORMATION

To which address would you like the membership billing sent? Office ✓ Home ____

If your office has multiple TDCAA members and is on a specific yearly billing cycle, please circle the month in which membership fees come due.

January	**July**
February	**August**
March	**September**
April	**October**
May	**November**
June	**December**

OPTIONAL INFORMATION

This information will be used exclusively for TDCAA business.

Home Address 522 N Gay Dr.

City, State, Zip Pharr TX

Home Phone _____ Home Fax N/A

Home Email Address N/A

☑ Please ✓ if you would like the TDCAA newsletters and seminar brochures delivered to your home address.

TO THE COUNTY AUDITOR
AFFIDAVIT FOR MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, *ANACLETO MARTINEZ*, do hereby state that my membership in the *TEXAS DISTRICT & COUNTY ATTORNEY'S ASSOCIATION* on behalf of Hidalgo County is necessary in the performance of my duties as an official/employee of Hidalgo County. I further state the following:

1.) My participation in the association or organization is for the betterment of County Government and the benefit of me as a County Official or employee;

2.) The association of organization is not affiliated with a labor organization;

3.) Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature, except for the providing of information for a member of the legislative committee at the request of the committee or member of the legislature; and

4.) Neither the association or organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: _____

TITLE: CHIEF DEPUTY

Before me MONICA J. HINOJOSA, a Notary Public, appeared ANACLETO MARTINEZ and on his/hers oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

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

_____
NOTARY PUBLIC IN AND FOR THE
STATE OF TEXAS

AUTHORITY: LGC Sec. 113.064b

COUNTY AUDITOR'S FORM: SFA-CA-041

AI-14427 **13.F.**

Captain Rudy Espinoza--2008 Racial Profiling Report

CC REGULAR

Date:	03/17/2009
Submitted By:	Emilia Uriegas, SHERIFF DEPT.
Submitted For:	Anacleto Martinez
Department:	SHERIFF DEPT.
Agenda Category:	Sheriff's Office

Information

CAPTION

Presentation and discussion of the 2008 Racial Profiling Report as presented by the Hidalgo County Sheriff's Office, in accordance with Article 2.133 of the Texas Code of Criminal Procedure.

BACKGROUND

Copies of the report will be distributed to members of Commissioners' Court on agenda date.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No funding required.

Attachments

Link: racial.profiling.code

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	03/11/2009 03:03 PM	APRV
2	Budget & Management	Veronica Lopez	03/11/2009 03:12 PM	APRV
3	Rey Salazar	Rey Salazar	03/13/2009 02:45 PM	APRV
4	Auditor's Office		03/13/2009 04:31 PM	NEW

Form Started By: Emilia Uriegas — Started On: 03/09/2009 08:35 AM

Final Approval Date: 03/13/2009

Art. 2.134. COMPILATION AND ANALYSIS OF INFORMATION COLLECTED. (a) In this article, "pedestrian stop" means an interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest.

(b) A law enforcement agency shall compile and analyze the information contained in each report received by the agency under Article 2.133. Not later than March 1 of each year, each local law enforcement agency shall submit a report containing the information compiled during the previous calendar year to the governing body of each county or municipality served by the agency in a manner approved by the agency.

(c) A report required under Subsection (b) must include:

(1) a comparative analysis of the information compiled under Article 2.133 to:

(A) determine the prevalence of racial profiling by peace officers employed by the agency; and

(B) examine the disposition of traffic and pedestrian stops made by officers employed by the agency, including searches resulting from the stops; and

(2) information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.

(d) A report required under Subsection (b) may not include identifying information about a peace officer who makes a traffic or pedestrian stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the reporting of information required under Article 2.133 (b)(1).

(e) The Commission on Law Enforcement Officer Standards and Education shall develop guidelines for compiling and reporting information as required by this article.

(f) The data collected as a result of the reporting requirements of this article shall not constitute prima facie evidence of racial profiling.

AI-14517 **14.A.**

Earnest Money Contract - Hector Guerra

CC REGULAR

Date:	03/17/2009
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 Monte Alto Collection Site 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 Valley Land & Title Company as Earnest Money Deposit and $100 option fee to Hector Guerra.

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:

For the $1,000.00 Earnest Money Deposit

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-170-10-000-000-0-000

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

BUDGETARY IMPACT:

For the $100.00 option fee.

Attachments

Link: Contract - Guerra

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	03/12/2009 06:50 AM	APRV
2	Dale Kennan	Dale Kennan	03/12/2009 07:10 AM	APRV
3	Auditor's Office		03/13/2009 04:31 PM	NEW

Form Started By: Sandra Garcia — Started On: 03/11/2009 03:59 PM

Final Approval Date: 03/13/2009

EARNEST MONEY CONTRACT
(Unimproved Property

Seller:	Hector Guerra
Purchaser:	County of Hidalgo, Texas
Escrow Agent:	Valley Land Title Company 612 Nolana, Suite 570 McAllen, Texas 78504
Title Company:	Valley Land Title Company 612 Nolana, Suite 570 McAllen, Texas 78504

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 THIRTY-SIX THOUSAND EIGHT HUNDRED AND NO/100THS DOLLARS ($36,800.00), 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 VI of this contract such effective date being the same date of Sellers written notice as required in Article VI 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

SURVEY

Within forty-five (45) days from the Effective Date, PURCHASER, at its sole cost and expense, shall obtain and deliver one (1) copy to OWNER and one (1) copy to the Title Company of a current minimum standard detail requirements for land title surveys (the "Survey") prepared by a registered public surveyor licensed in the State of Texas and approved by PURCHASER showing the Property, together with a corresponding metes and bounds field-notes description of the Property in Exhibit “A”. The Survey and description shall be prepared in a form acceptable to PURCHASER and to permit the Title Company to delete the standard survey exception. The Survey shall include the plotting and permanent location of easements, rights-of-way, encroachments, improvements, fences, building set-back lines and other matters located on the ground. The Survey shall fix, locate, stake, and permanently monument all exterior boundary lines and corners of the Property. The surveyor shall additionally calculate and indicate on the Survey the square footage, expressed to five significant figures, and the square feet of land contained within the boundaries of the Property and the square feet within any easement, right-of-way, or encroachment, each expressed to five significant figures. The surveyor shall additionally calculate and indicate on the Survey the acreage and square feet of land within the boundaries of the Property, if any, that lie within the 100-year flood plan (as defined in 44 Code of Federal Regulations, '59.1), or flood hazard zone or fault zone (herein collectively referred to as "Hazard Zone"). The Survey shall contain a certification signed by the surveyor, in form acceptable to the Title Company and PURCHASER.

If the Survey shows any matters that are objectionable to PURCHASER, PURCHASER shall so notify OWNER within thirty (30) days from the date of PURCHASER'S receipt of the Survey. Upon the expiration of said (30) day period, PURCHASER shall be deemed to have accepted all matters disclosed on the Survey (except for any matters to which notice under the preceding sentence has been given to OWNER) and such matters may be shown as Permitted Exceptions on the owner policy of title insurance required of Owner under this Option. OWNER shall, within fifteen (15) days of receipt of said notice of objections, have the option, in its sole discretion, of either (i) terminating this Option Contract, in which event all Option Payments received by Owner hereunder shall be returned to PURCHASER and neither party shall have any further obligations to the other or (ii) clearing the objections so specified.

5.1 Purchaser shall have a period of twenty (20) business days following the date of receipt by Purchaser of the Survey described in Article 5 hereof to give Seller written notice of any title exceptions it deems objectionable. If Purchaser gives such notice to Seller, Seller shall use Seller's best efforts to cure such objections, but shall not be obligated to institute litigation for such purpose. If Purchaser gives notice of title objections and Seller does not cure the objections within fifteen (15) days following receipt of the notice from Purchaser, then Purchaser may either:

(a) terminate this Contract by giving written notice thereof to Seller and receive back the Earnest Money; or

(b) waive the objections and purchase the Property subject to the objections which shall be deemed to be Permitted Encumbrances.

5.2 All title exceptions not objected to or objected to and later waived shall be deemed to be Permitted Encumbrances.

ARTICLE VI

FEASIBILITY STUDY

So long as this Contract is in effect and Purchaser is not in default hereunder, Purchaser shall have sixty (60) 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 VII

CLOSING

7.1 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 Valley Land Title Company, McAllen, Texas at the time as may be agreed upon by the parties.

7.2 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.

7.3 At the Closing, Purchaser shall deliver to Seller a certified or cashier's check for the amount of the Purchase Price.

ARTICLE VIII

ADJUSTMENTS AND EXPENSES

8.1 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.

8.2 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 all other expenses of Closing shall be paid by Seller.

ARTICLE IX

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 X

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 XI

CONDEMNATION AND CASUALTY LOSS

11.1 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.

11.2 A substantial portion is defined to be either five percent (5%) or more in value of the Property.

11.3 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 XII

LIENS AND TAXES

12.1 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.

12.2 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 XIII

ASSIGNMENT

13.1 This Contract may not be assigned by Purchaser without Seller's prior written consent.

ARTICLE XIV

SURVIVAL

14.1 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 XV

MISCELLANEOUS

15.1 Time shall be of the essence of this Contract.

15.2 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.

15.3 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.

15.4 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.

15.5 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.

15.6 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.

15.7 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.

15.8 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.

15.9 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.

15.10 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.

15.11 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.

15.12 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.

15.13 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.

15.14 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.

15.15 **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: Hector Guerra

_____

_____

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 March, 2009 (the "Effective Date").

SELLER:

_____

HECTOR 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:

VALLEY LAND TITLE COMPANY

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”

Lots Sixteen (16) and Seventeen (17), Monte Alto Heights, Hidalgo County, Texas.

AI-14421 **15.A.**

Interlocal Agreement with The City of San Juan and County of Hidalgo Pct No. 2 Las Milpas, McColl

CC REGULAR

Date:	03/17/2009
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	Colonia Access Program **Purchasing only:** CAP Pct.2

Information

CAPTION

Presentation for discussion, consideration, acceptance and approval of (2)"Interlocal Cooperation Agreement between the City of San Juan, Texas and County of Hidalgo" in connection with the Border Colonia Access Program Project, for the following projects Las Milpas Subdivision (Jose Street), McColl Estates Subdivision (Reba Lane).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 9 **ACCT. #:** 9-1312-431-00-122-XXX-X-XXX

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

BUDGETARY IMPACT:

For funding availability please see the attached 2009 Expense Report dated 3/10/09 for Program 413 (Las milpas Subd.) and program 454 (McColl Estates Subd.). Additional funding for object 734 is pending a transfers (AI-14477 & AI-14480) from object 899 for each program.
Funding will be provided by Border Colonia Access Program.

Attachments

Link: INTERLOCAL AGREEMENT Las Milpas

Link: INTERLOCAL AGREEMENT McColl Estates

Link: 2009 Exp Rpt for BCAP prog 413 & 454 3-10-09

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	03/10/2009 02:15 PM	APRV
2	Dale Kennan	Dale Kennan	03/11/2009 09:53 AM	APRV
3	Auditor's Office		03/13/2009 04:31 PM	NEW

Form Started By: Marcie Jackson Started On: 03/06/2009 04:09 PM

Final Approval Date: 03/13/2009

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE CITY OF SAN JUAN TEXAS
AND COUNTY OF HIDALGO, TEXAS

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

WITNESSETH:

WHEREAS, City is a home rule municipality located in Hidalgo County, Texas:

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

WHEREAS, City and County, each pursuant to its statutory and constitutional authority, are responsible for maintenance and improvements of certain public roadways within their boundaries, and are desirous that the necessary improvements be done to expand and improve certain roads providing access to various Colonias within the City and the County;

WHEREAS, the County is eligible to receive TXDOT 3rd Call Border Colonia Access Program Funding (the "Border Program") for eligible roadway improvements to Colonias;

WHEREAS, the Border Colonia Access Program allows for improvement of roads within the corporate limits of City that are identified and included in the Texas Water Development Board Economically Distressed Areas Program;

WHEREAS, City and County, through the Border Colonia Access Program have designated **Jose Street** within the **Las Milpas Subdivision** (collectively the "Road(s)") located within the City Limits for improvements including reconstruction and repaving of the Roads (collectively the "Work");

WHEREAS, the Roads qualifies for inclusion in the Texas Water Development Board Economically Distressed Areas Program;

WHEREAS, the "Border Program" allows for the improvement of roads within the corporate limits of the City that are identified and included in the Texas Water Developmental Broad Economically Distressed Areas Program;

WHEREAS, County has determined that the County will receive benefit from improvements to the Roads;

WHEREAS, City and County have agreed to cooperate in the improvements to the Roads as further described herein;

WHEREAS, City and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et seq., (the "Act") which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act, and pursuant to the County Road and Bridge Act which authorizes counties to improve roadways within the limits of a city with the city's consent.

WHEREAS, City, pursuant to Tex. Trans. Code Section 251.012, authorizes County to perform the work described herein.

NOW THEREFORE, City and County, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. The parties agree to make improvements to the Roads as further described in this Agreement.

2. County, at its sole cost and expense shall, through an independent contractor, contract for improvements to the Streets in amounts not to exceed Eighty-Nine Thousand Four Hundred Forty-Four and 87/100ths ($89,442.87) for street improvements and Seventy-Two Thousand Six Hundred Eighty-five and 00/100ths ($72,685.00) for drainage improvements. (Except for utility adjustments described in numbered paragraph 4 herein).

3. City agrees to reimburse the County for any non-eligible Border Program improvements for the Streets and necessary drainage and to make such reimbursements within (15) days of receipt of such invoices by City from County.

4. City shall, at its sole cost and expense, make any adjustments to utilities which may be necessary for the construction of the Road improvements and that lie within the City's corporate limits.

5. County and City will coordinate work schedules in order to provide for minimal disruption of traffic and operation of the Roads, and will use their best efforts to complete the improvements within one hundred and eighty (180) days of the execution of this Agreement.

6. The City agrees to provide manpower as requested by the County upon need.

7. Upon completion of the Work described herein, the parties agree the City shall be responsible for the maintenance of the Streets as long as the Streets remains within the city limits and the County shall have no obligation whatsoever for future improvements or maintenance of the Streets.

8. **Conflict with Applicable Law**. Nothing in this Agreement shall be construed to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any (applicable law,) 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. The Agreement shall be modified only to the extent as necessary to conform the agreement to the applicable law bring them within the legal requirements and only during the time such conflicts exists.

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

10. **Entire Agreement**. This Agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party has made (either directly or through any agent or representative) any representation 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 City and County, and not otherwise.

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

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

If to City:	City of Pharr Attention: Leopoldo “Leo Palacios, Jr., Mayor 118 South Cage Pharr, TX 78577
If to County:	County of Hidalgo Attention: Juan D Salinas III, County Judge P.O. Box 758 Edinburg TX 78540-0758

With Copy to: Commissioner, Precinct Number 2
Hector “Tito” Palacios
301 East State
San Juan, TX 78577

Colonia Access Program Director
Attention: Agapito Vargas
301 East State
Pharr, TX 78577

Each notice demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

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

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

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

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

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

18. **Authority to Execute**. The execution and performance of this Agreement by each of the parties have been duly authorized by all necessary laws, resolutions, ordinances or government body action, and this Agreement constitutes the valid and enforceable obligations of the parties hereto in Accordance with its terms.

19. **Governmental Purpose**. Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

20. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon thirty (30) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. 271.903.

21. **Severability**. Should any phrase, clause, sentence or section of this Agreement be judicially declared to be invalid, unenforceable or void, such decision will not have the effect of invalidating or voiding the remainder of this Agreement, and such part of this Agreement will be deemed to have been stricken herefrom and the remainder of this Agreement will have the same force and effect as if such part or parts had never been included herein.

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

THE CITY OF PHARR

_____
Leopoldo “Polo” Palacios, Jr., Mayor

ATTEST:

_____
Hilda Pedraza, City Clerk

COUNTY OF HIDALGO

_____
Juan D Salinas III, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVE AS TO FORM:

ATLAS & HALL, LLP

_____
By: Stephen Crain

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE CITY OF SAN JUAN TEXAS
AND COUNTY OF HIDALGO, TEXAS

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WHEREAS, City and County, each pursuant to its statutory and constitutional authority, are responsible for maintenance and improvements of certain public roadways within their boundaries, and are desirous that the necessary improvements be done to expand and improve certain roads providing access to various Colonias within the City and the County;

WHEREAS, the County is eligible to receive TXDOT 3rd Call Border Colonia Access Program Funding (the "Border Program") for eligible roadway improvements to Colonias;

WHEREAS, the Border Colonia Access Program allows for improvement of roads within the corporate limits of City that are identified and included in the Texas Water Development Board Economically Distressed Areas Program;

WHEREAS, City and County, through the Border Colonia Access Program have designated **Reba Lane** within the **McColl Estates Subdivision** (collectively the "Road(s)") located within the City Limits for improvements including reconstruction and repaving of the Roads (collectively the "Work");

WHEREAS, the Roads qualifies for inclusion in the Texas Water Development Board Economically Distressed Areas Program;

WHEREAS, the "Border Program" allows for the improvement of roads within the corporate limits of the City that are identified and included in the Texas Water Developmental Broad Economically Distressed Areas Program;

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WHEREAS, City and County have agreed to cooperate in the improvements to the Roads as further described herein;

WHEREAS, City and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et seq., (the "Act") which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act, and pursuant to the County Road and Bridge Act which authorizes counties to improve roadways within the limits of a city with the city's consent.

WHEREAS, City, pursuant to Tex. Trans. Code Section 251.012, authorizes County to perform the work described herein.

NOW THEREFORE, City and County, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. The parties agree to make improvements to the Roads as further described in this Agreement.

2. County, at its sole cost and expense shall, through an independent contractor, contract for improvements to the Streets in amounts not to exceed Eighty-Six Thousand Eight and 64/100ths ($86,008.64) for street improvements and Sixty-Eight Thousand Eight Hundred Seventy-five and 00/100ths ($68,875.00) for drainage improvements. (Except for utility adjustments described in numbered paragraph 4 herein).

3. City agrees to reimburse the County for any non-eligible Border Program improvements for the Streets and necessary drainage and to make such reimbursements within (15) days of receipt of such invoices by City from County.

4. City shall, at its sole cost and expense, make any adjustments to utilities which may be necessary for the construction of the Road improvements and that lie within the City's corporate limits.

5. County and City will coordinate work schedules in order to provide for minimal disruption of traffic and operation of the Roads, and will use their best efforts to complete the improvements within one hundred and eighty (180) days of the execution of this Agreement.

6. The City agrees to provide manpower as requested by the County upon need.

7. Upon completion of the Work described herein, the parties agree the City shall be responsible for the maintenance of the Streets as long as the Streets remains within the city limits and the County shall have no obligation whatsoever for future improvements or maintenance of the Streets.

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With Copy to: Commissioner, Precinct Number 2
Hector “Tito” Palacios
301 East State
San Juan, TX 78577

Colonia Access Program Director
Attention: Agapito Vargas
301 East State
Pharr, TX 78577

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

THE CITY OF PHARR

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Leopoldo “Polo” Palacios, Jr., Mayor

ATTEST:

_____
Hilda Pedraza, City Clerk

COUNTY OF HIDALGO

_____
Juan D Salinas III, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVE AS TO FORM:

ATLAS & HALL, LLP

_____
By: Stephen Crain

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							
9-1312-431-00-122-413-0-312	LAS MILPAS SUBD-INDIRECT COSTS	4,388.80	.00	66.86	66.86	4,321.94	1.52
9-1312-431-00-122-413-0-334	LAS MILPAS SUBD-ENGINEER & ARCHITECT SRV	6,963.17	4,177.91	2,785.26	2,785.26	.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**	**4,177.91**	**2,852.12**	**2,852.12**	**171,988.70**	**3.93**
9-1312-431-00-122-454-0-312	MCCOLL ESTATES SUBD-INDIRECT COSTS	4,212.55	.00	64.35	64.35	4,148.20	1.53
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**	**64.35**	**64.35**	**164,322.19**	**3.93**
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3		**350,056.00**	**10,828.64**	**2,916.47**	**2,916.47**	**336,310.89**	**3.93**
9 YEAR		**350,056.00**	**10,828.64**	**2,916.47**	**2,916.47**	**336,310.89**	**3.93**

AI-14425 **15.B.**

Interlocal Agreement with the City of San Juan and County of Hidalgo Pct No. 2 Red Barn

CC REGULAR

Date:	03/17/2009
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	Colonia Access Program **Purchasing only:** CAP Pct.2

Information

CAPTION

Presentation for discussion, consideration, acceptance and approval of an "Interlocal Cooperation Agreement between the City of San Juan, Texas and County of Hidalgo" in connection with the Border Colonia Access Program Project, for the following project Red Barn Subdivision (Pecan Street). Funding will be provided by Urban County Program and Border Colonia Access Program.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 9 **ACCT. #:** 9-1311-431-00-122-605-1-XXX

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

BUDGETARY IMPACT:

For current available funding please see the attached 2009 Expense Report for the Red Barn Subdivision (dated as of 3/10/09). Additional funding will be provided by Urban County.

Attachments

Link: interlocal

Link: 2009 Exp Rpt for Red Barn Subd as of 3-10-09

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	03/10/2009 10:06 AM	APRV
2	Dale Kennan	Dale Kennan	03/10/2009 10:45 AM	APRV
3	Auditor's Office		03/13/2009 04:31 PM	NEW

Form Started By: Marcie Jackson Started On: 03/09/2009 08:34 AM

Final Approval Date: 03/13/2009

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE CITY OF SAN JUAN TEXAS
AND COUNTY OF HIDALGO, TEXAS

THIS Agreement is made on this the ____ day of _____, 2009, by and between the **CITY OF SAN JUAN**, **TEXAS** hereinafter referred to as "City", and the **COUNTY OF HIDALGO, TEXAS,** hereinafter referred to as "County", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, City is a home rule municipality located in Hidalgo County, Texas:

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

WHEREAS, City and County, each pursuant to its statutory and constitutional authority, are responsible for maintenance and improvements of certain public roadways within their boundaries, and are desirous that the necessary improvements be done to expand and improve certain roads providing access to various Colonias within the City and the County;

WHEREAS, the County is eligible to receive Border Colonia Access Program Funding for eligible roadway improvements to Colonias;

WHEREAS, the Border Colonia Access Program allows for improvement of roads within the corporate limits of City that are identified and included in the Texas Water Development Board Economically Distressed Areas Program;

WHEREAS, City and County, through the Border Colonia Access Program have designated **Pecan Street** within the **Red Barn Subdivision** (collectively the "Road(s)") located within the City Limits for improvements including reconstruction and repaving of the Roads (collectively the "Work");

WHEREAS, the Roads qualifies for inclusion in the Texas Water Development Board Economically Distressed Areas Program;

WHEREAS, County has determined that the County will receive benefit from improvements to the Roads;

WHEREAS, City and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et seq., (the "Act") which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act, and

pursuant to the County Road and Bridge Act which authorizes counties to improve roadways within the limits of a city with the city's consent.

WHEREAS, City, pursuant to Tex. Trans. Code Section 251.012, authorizes County to perform the work described herein.

NOW THEREFORE, City and County, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. The parties agree to make improvements to the Roads as further described in this Agreement.

2. County agrees to provide the necessary labor, equipment and materials to complete the improvements to the Roads within the city limits, as follows: excavate Roads; embankment backfill; haul and install six (6) inches of flexible base (caliche); lime treat base course; prime coat finished flex base surface; haul and lay hot mix surface (asphalt); install barricades; signs and traffic handling; install and remove temporary sediment fence; relocate mailboxes and install small roadside sign assembly and lay asphalt driveways (collectively the "Work"). The monies allocated to the County for the Work shall be grant monies including but not limited to, Border Colonia Access Program monies and Urban County monies.

3. City shall, at its sole cost and expense, make any adjustments to utilities which may be necessary for the construction of the Road improvements and that lie within the City's corporate limits.

4. County and City will coordinate work schedules in order to provide for minimal disruption of traffic and operation of the Roads, and will use their best efforts to complete the improvements within one hundred and eighty (180) days of the execution of this Agreement.

5 The City agrees to provide manpower and equipment for the Work as requested by the County upon need.

6. Upon completion of the Work described herein, the parties agree the City shall be responsible for the maintenance of the Streets as long as the Streets remains within the city limits and the County shall have no obligation whatsoever for future improvements or maintenance of the Streets.

7. **Conflict with Applicable Law**. Nothing in this Agreement shall be construed to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any (applicable law,) 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. The Agreement shall be modified only to the extent as necessary to conform the agreement to the applicable law bring them within the legal requirements and only during the time such conflicts exists.

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

9. **Entire Agreement**. This Agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party has made (either directly or through any agent or representative) any representation 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 City and County, and not otherwise.

10. **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.

11. **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 City:	City of San Juan Attention: Pedro Contreras, Mayor 709 South Nebraska San Juan, TX 78589
If to County:	County of Hidalgo Attention: Juan D Salinas III, County Judge P.O. Box 758 Edinburg TX 78540-0758
With Copy to:	Commissioner, Precinct Number 2 Hector “Tito” Palacios 301 East State San Juan, TX 78577

Colonia Access Program Director
Attention: Agapito Vargas
301 East State
Pharr, TX 78577

Each notice demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

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

13. **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

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

15. **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 of paragraph hereof.

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

17. **Authority to Execute**. The execution and performance of this Agreement by each of the parties have been duly authorized by all necessary laws, resolutions, ordinances or government body action, and this Agreement constitutes the valid and enforceable obligations of the parties hereto in Accordance with its terms.

18. **Governmental Purpose**. Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

19. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon thirty (30) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the

continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. 271.903.

20. **Severability**. Should any phrase, clause, sentence or section of this Agreement be judicially declared to be invalid, unenforceable or void, such decision will not have the effect of invalidating or voiding the remainder of this Agreement, and such part of this Agreement will be deemed to have been stricken herefrom and the remainder of this Agreement will have the same force and effect as if such part or parts had never been included herein.

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

THE CITY OF SAN JUAN

_____
Pedro Contreras, Mayor

ATTEST:

_____
Gloria Banda - Gonzales, City Secretary

COUNTY OF HIDALGO

_____
Juan D Salinas III, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVE AS TO FORM:
ATLAS & HALL, LLP

_____
By: Stephen Crain

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
1311 BORDER COLONIA ACCESS PROGRAM ROUND 2							
9-1311-431-00-122-605-1-312	RED BARN-INDIRECT COST	1,000.43	.00	.00	.00	1,000.43	.00
9-1311-431-00-122-605-1-334	RED BARN-ENG & ARCH SRV	2,126.04	1,063.02	1,063.02	1,063.02	.00	100.00
9-1311-431-00-122-605-1-339	RED BARN-OTHER PROF SRV	429.74	429.74	.00	.00	.00	100.00
9-1311-431-00-122-605-1-733	RED BARN-DRAINAGE DITCHES	14,489.50	.00	.00	.00	14,489.50	.00
9-1311-431-00-122-605-1-841	RED BARN-AID TO GOVT AGENCY	29,157.34	.00	.00	.00	29,157.34	.00
1311 BORDER COLONIA ACCESS PROGRAM ROUND 2		**47,203.05**	**1,492.76**	**1,063.02**	**1,063.02**	**44,647.27**	**5.41**
9 YEAR		**47,203.05**	**1,492.76**	**1,063.02**	**1,063.02**	**44,647.27**	**5.41**

AI-14532 **15.C.**

Driveway Permit - Red Barn Pct. No. 2

CC REGULAR

Date:	03/17/2009
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

Discussion and approval to excute "Application for Driveway Permit" Permit required from TXDOT for Colonia Access Program Project Red Barn Subdivision to reconstruct road accessing into FM 1016 (Raul Longria Rd.)

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 9-1311-431-00-122-605-1-XXX

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

BUDGETARY IMPACT:

For signatory purpose only. No budgetary impact to the County as per Marcie J. at Pct 2.

Attachments

Link: Diveway Permit Red Barn

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	03/12/2009 03:14 PM	APRV
2	Dale Kennan	Dale Kennan	03/13/2009 08:33 AM	APRV
3	Auditor's Office		03/13/2009 04:31 PM	NEW

Form Started By: Marcie Jackson — Started On: 03/12/2009 01:52 PM

Final Approval Date: 03/13/2009

APPLICATION FOR DRIVEWAY PERMITS

Applicant's Name: Hidalgo County Precinct No. 2 Phone No.: (956) 787-1981

Mailing Address: 301 E. State, Pharr Texas 78577

Entrance Location: Highway: FM 1016 Which side of Hwy? West

Distance to nearest road or street intersection: 600 ft North of Minnesota Road

Type: [Asphalt] Caliche Concrete Gravel Other: _____

[ ] Residential [ ] Commercial [X] Public

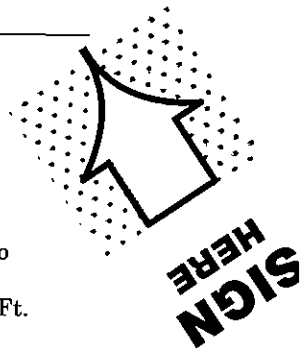
Frontage of property along the hwy: 50 ft Width of drive(s) 32 ft Radius 25 ft

Distance between proposed drives: N/A Ft. Drive near Expwy. Ramp: YES or [No]

In city limits? [Yes] or NO If yes, what city? City of San Juan

_____ _____
DATE PRINT NAME

_____ _____
CONTACT PERSON/ PH # SIGNATURE



*NOTE: NO PERMIT FEE IS REQUIRED TO OBTAIN DRIVEWAY PERMIT.
*NOTE: ALL MATERIALS SUCH AS ASHALT, CALICHE, SLOPE ENDS, REINFORCED CONCRETE PIPES, ETC., MUST BE AT JOB SITE BEFORE STATING JOB.
FOR DEPARTMENT USE ONLY:

Type of section: Curb and Gutter, Ditch Arc side drains needed? YES or No

Distance from ROW line to edge of pavement: _____ Ft.; Back of curb: _____ Ft.

Control and Section No.: _____ Radius of drive to be _____ Ft.

Size of Pipe _____ X _____ Are safety ends to be provided by Dept? YES or No

Existing entrances to the property: Width: _____ Ft. Radii: _____ Ft.

Size of existing Pipe _____ X _____

Distance of existing drive from _____ lot line _____ Ft.

Distance between existing and proposed drive(s): _____ Ft.
Does public side road or Side Street adjoin this property? YES or NO

If yes, on which side of the property: _____ Width of side road or street ROW: _____ Ft.

Width of road or street R.O.W. to edge of surface: _____ Ft. Turnout radius: _____ Ft.

Width of road or street surface: _____ Ft. Back of Curb: _____ Ft.

Distance from side road or street R.O.W. to edge of surface: _____ Ft. Back of Curb: _____ Ft.

Size of pipe under existing side road or street: _____ X _____

REMARKS: _____

_____ _____
DATE DEPARTMENT INSPECTOR

_____ _____
DATE AREA ENGINEER

AI-14541 **16.A.**

Recognition of Pct. 1 employees

CC REGULAR

Date: 03/17/2009
Submitted By: Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department: COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category: Precinct #1

Information

CAPTION

Recognition of Pct. #1 employees

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	03/12/2009 03:23 PM	APRV
2	Ivan Cantu	Ivan Cantu	03/13/2009 02:43 PM	APRV
3	Auditor's Office		03/13/2009 04:31 PM	NEW
Form Started By: Monica Badillo			Started On: 03/12/2009 02:30 PM	
Final Approval Date: 03/13/2009				

AI-14450 **17.A.**

INTERLOCAL COOPERATION AGREEMENT BTWN THE COUNTY OF HIDALGO & CITY OF SAN JUAN

CC REGULAR

Date:	03/17/2009
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Yoli Cisneros
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	Precinct #2
Purchasing only:	Prct. 2

Information

CAPTION

Discussion, consideration, acceptance and approval of "Interlocal Cooperation Agreement between County of Hidalgo and The City of San Juan for funding of new Public Library, letter from Urban County Program to utilize funds from Pct. 2 Public Facilities line item Work Plan Activity.

BACKGROUND

Fiscal Impact

FISCAL YEAR:

ACCT. #: Urban County Funds

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Contribution of $100,000.00 from Year 20 (2007) and $100,000.00 from Year 22 (2009) for a total of $200,000.00.

Attachments

Link: Interlocal Agreement btwn the County of Hidalgo and The City of San Juan

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	03/11/2009 09:21 AM	APRV
2	Dale Kennan	Dale Kennan	03/11/2009 10:08 AM	APRV
3	Auditor's Office		03/13/2009 04:31 PM	NEW

Form Started By: Marcie Jackson — Started On: 03/10/2009 09:03 AM

Final Approval Date: 03/13/2009

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE COUNTY OF HIDALGO
AND THE CITY OF SAN JUAN, TEXAS

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

WITNESSETH:

WHEREAS, San Juan is a General Law municipality located in Hidalgo County, Texas; and

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

WHEREAS, The County desires to contribute Community Development Block Grant ("CDBG") funds from Year 20 (2007) & Year 22 (2009), to the City of San Juan, for the architectural services and construction costs of building the new city library described in Exhibit "A".

WHEREAS, County agrees it is in its best interest to provide such contribution to City as described herein;

WHEREAS, City and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Gov't Code 791.001 et seq., which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act;

NOW, THEREFORE, City and County, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. **County agrees to** allocate Precinct 2 CDBG funds for City in an amount not to exceed Two Hundred Thousand Dollars and No Cents ($ 200,000.00) (the "Allocation") consisting of One Hundred Thousand Dollars from Urban County Year 20 (2007) and One Hundred Thousand Dollars from Urban County Year 22 (2009). Such Two Hundred Thousand Dollars being allocated Year 22 (2009, Contingent to funds availability) from Precinct 2 Public Facilities Line Item/Work Plan Activity.

2. **County shall not** participate nor contribute workforce and/or equipment for the actual construction of the building as listed on "Exhibit A".

3. **Following** the execution of this Agreement, the Allocation to City shall be utilized by City for architectural service fees and construction costs associated with the building of City's new

library as described in Exhibit "A".

4. Each party agrees to conform to its own applicable purchasing laws, regulations, policies, and procedures with respect to the portion of the work under this Agreement performed by each party.

5. In no event shall County be responsible for any matters associated with the engineering or construction of the new library described in Exhibit "A". This Agreement relates only to allocation of CDBG funds to the City.

6. **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 a 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 necessary to bring them within the legal requirements and during the times such conflict exists.

7. **No Waiver.** No waiver by any party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding, breach of the same or any other provision thereof.

8. **Entire Agreement.** This Agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by City and County, and not otherwise.

9. **TEXAS LAW TO APPLY.** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATION OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

10. **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 addressed to the parties at the addressed set forth below, or (ii) at such other address as may have been theretofore specified by written notice delivered in accordance herewith:

If to City: City of San Juan
Attention: Pedro Contreras, City Mayor
709 South Nebraska
San Juan, Texas 78589

If to County: Hidalgo County, Texas
Attention: Juan D. Salinas III, County Judge
100 East Cano, 2nd Floor
Edinburg, Texas 78540-0758

With copy to: Hector "Tito" Palacios, Commissioner Precinct No. 2
301 East State Avenue
Pharr, Texas 78577

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

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

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

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

14. **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.

15. **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.

16. **Authority to Execute.** The execution and performance of this Agreement by each of the parties hereto have been duly authorized by all necessary laws, resolutions, ordinances, or governing body action, and this Agreement constitutes the valid and enforceable obligations of the parties hereto in accordance with its terms

17. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing for government services or functions, and will pay for such services out of revenues as identified in this Agreement.

18. **Commitment of Current Revenues Only.** In the event that, during any term hereof the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, that any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use

its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provision of Tex. Loc. Govt. Code Ann.§271.903.

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

CITY OF SAN JUAN

_____
Pedro Contreras, Mayor

ATTEST:

_____
Gloria Banda-Gonzales, City Secretary

HIDALGO COUNTY

_____
Juan D. Salinas III, Hidalgo County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

APPROVED AS TO FORM:
ATLAS & HALL, L.L.P.

BY: _____
Stephen L. Crain, Attorney

Exhibit "A"
Description of New City Library

The architectural designs are still pending, but the proposed project will be located on in-kind property owned by the City of San Juan. The proposed 20,000 square feet building is to be located at 1010 South Standard Avenue, San Juan, Texas 78589

Exhibit "B"
Budget

Contribution of funds not to exceed $ 100,000.00 per year will be utilized from Urban County Year 20 (2007) & Year 22 (2009, Contingent to funds availability) Precinct 2 Public Facilities Line Item/ Work Plan Activity.

AI-14410 **18.A.**

FM 681

CC REGULAR

Date:	03/17/2009
Submitted By:	Sergio Cruz, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Precinct #3

Information

CAPTION

1. Discussion, consideration, and approval to submit Economically Disadvantaged Counties Program application for local participation reduction for the FM 681 road improvement project, CSJ:0669-01-043, from FM 2221 to SH 107, with authority for County Judge to sign the required documents.
2. Discussion, consideration, and approval to enter into a Contractual Agreement for Right of Way Procurement between the State of Texas and Hidalgo County, Texas for the acquisition of right of way for the FM 681 road improvement project from FM 2221 to SH 107, with authority for the County Judge to sign to required documents.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Pending interfund transfer AI-14576 CC 03/24/09.

Attachments

Link: FM 681

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	03/06/2009 11:33 AM	APRV
2	Roland Garcia	Rolando Garcia	03/13/2009 04:22 PM	APRV
3	Auditor's Office		03/13/2009 04:31 PM	NEW

Form Started By: Sergio Cruz — Started On: 03/06/2009 11:14 AM

Final Approval Date: 03/13/2009

FY 2009 ECONOMICALLY DISADVANTAGED COUNTIES PROGRAM
INFORMATION SHEET

COUNTY Cameron **APPLICANT** Hidalgo County

District Contact Information

Name: Melba R. Schaus **Telephone:** (956) 702-6181

If the project is an **"OFF-SYSTEM"** project, is the project in the Unified Transportation Program (UTP) and have a local funding agreement in place, or in a District Bank Balance Program?

(Circle as appropriate) YES or NO

If the applicant is a **CITY** within an eligible county, please answer the two following questions:

1 Economic Development Sales Tax? **(Circle as appropriate)** YES or NO

2 Population (2006 Census)? _____

PROJECT INFORMATION

UTP PRIORITY STATUS:	Construct
CSJ:	0669-01-043
ESTIMATED LETTING DATE	TBD

On-System? (Circle as appropriate) YES or NO

LOCATION AND LIMITS - Give highway number with limits from and to

FM 681, From FM 2221 to SH 107

PROJECT SCOPE- Give type of work

Widen to 4 lane roadway

ADJUSTMENT RATIONAL- Give reason why the adjustment is needed

Hidalgo County is marked with high unemployment rates and poverty rates, the highest in the state of Texas. Meeting the needs of basic necessities along with addressing the infrastructure demands places a heavy burden on the county. We therefore request a reduction in our match for this project.

ANTICIPATED PROJECT COST BREAKDOWN OF ELIGIBLE COMPONENTS

Adjustment - 85%

1. Project Component	2. Est. Total Cost ($)	3. Local Participation (%)		4. Est. Required Local Match ($)	5. Local Participation After Adjustment ($)
Right of Way	$3,010,000	10%		$301,000	$45,150
TOTAL	$3,010,000			$301,000	$45,150

Approved by _____ Date _____

AFFIDAVIT

The State of Texas,

County of _____

Before me, _____, a notary public in and for the State of Texas, on this day personally appeared _____, who being by me duly sworn, upon oath says:

I, _____, representing the city/county of _____, having been duly elected on _____ and having served continuously since that time, certify in my official capacity that, to the best of my knowledge, the information contained in this application is true and correct.

_____ _____

Signature Date

Subscribed and sworn to before me, by the said _____, this _____ day of _____, _____, to certify which witness my hand and seal of office.

My commission expires _____, _____.

_____

Official Signature

_____

Printed or stamped name of Notary

Form ROW-RM-37
Replaces Form ROW-RM-37 and ROW-RM-38
(Rev. 4/2006)
GSD-EPC

CONTRACTUAL AGREEMENT FOR RIGHT OF WAY PROCUREMENT - LOCAL GOVERNMENT

County: Hidalgo
District: Pharr

Federal Project No: n/a
Highway: FM 681

ROW CSJ No:
CCSJ:0669-01-043

This Agreement by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the **State**, and Hidalgo County, Texas, acting by and through its duly authorized official pursuant to an Ordinance or Order dated the _____ day of _____, 2009, hereinafter called the **Local Government**, *shall be effective on the date of approval and execution by and on behalf of the* **State**.

WHEREAS, the **State** has deemed it necessary to make certain highway improvements on Highway No. FM 681 from FM 2221 to SH 107, and which section of highway improvements will necessitate the acquisition of certain right of way; and

WHEREAS, it is agreed such right of way purchase shall be a joint effort of the **State** and the **Local Government**;

WHEREAS, the **Local Government** requested and has been granted an Economically Disadvantaged County Adjustment from the Texas Department of Transportation Commission via a letter dated January_____, 2009, from Mario R. Jorge, P. E., Pharr District Engineer to Juan D. "J.D." Salinas, County Judge, by virtue of Minute Order No. 111487, approving a Eighty Five percent (85%) adjustment to the required Ten percent (10%) **Local Government** cost participation for this Ninety percent (90%) **State** and Ten percent (10%) **Local Government** project, thereby resulting in a **Local Government** net contribution amount of one and five tenths (1.5%) participation and **State** participation of Ninety Eight and Five Tenths percent (98.5%);

NOW, THEREFORE be it agreed that acquisition of such right of way shall be in accordance with the terms of this agreement and in accordance with the Texas Department of Transportation Right of Way Manual and all applicable Federal and State laws governing the acquisition policies for acquiring real property. The **State** hereby authorizes and requests the **Local Government** to proceed with acquisition and the **State** agrees to reimburse the **Local Government** for its share of the cost of such right of way, providing such acquisition and reimbursement are accomplished according to the provisions outlined herein and agreed to by both parties hereto.

Location Surveys and Preparation of Right of Way Data: The **State**, without cost to the **Local Government**, will do the necessary preliminary engineering and title investigation in order to supply to the **Local Government** the data and instruments necessary to obtain acceptable title to the desired right of way.

Determination of Right of Way Values: The **Local Government** agrees to make a determination of property values for each right of way parcel by methods acceptable to the **State** and to submit to the **State's** District Office a tabulation of the values so determined, signed by the appropriate **Local Government** representative. Such tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land taken, itemization of improvements taken, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in arriving at all determined values. Such work will be performed by the **Local Government** at its expense without cost participation by the **State**. The **State** will review the data submitted and may base its reimbursement on the values which are determined by this review. The **State**, however, reserves the right to perform at its own expense any additional investigation deemed necessary, including supplemental appraisal work by **State** employees or by employment of fee appraisers, all as may be necessary for determination of values to constitute the basis for **State** reimbursement. If at any stage of the project development it is determined by mutual agreement between the **State** and **Local Government** that there should be waived the requirement that the **Local Government** submit to the **State** property value determinations for any part of the required right of way, the **Local Government** will make appropriate written notice to the **State** of such waiver, such notice to be acknowledged in writing by the **State**. In instances of such waiver, the **State** by its due processes and at its own expense will make a determination of values to constitute the basis for **State** reimbursement.

Negotiations: The **State** will notify the **Local Government** as soon as possible as to the **State's** determination of value. Negotiation and settlement with the property owner will be the responsibility of the **Local Government** without participation by the **State**; however, the **Local Government** will notify the **State** immediately prior to closing the transaction so that a current title investigation may be made to determine if there has been any change in the title. The **Local Government** will deliver properly executed instruments of conveyance which, together with any curative instruments found to be necessary as a result of the **State's** title investigation, will properly vest good and indefeasible title in the **State** for each right of way parcel involved. The **Local Government** will also deliver to the **State** an owner's policy of title insurance for each parcel, except as otherwise specifically approved by the **State**. Upon payment to the property owner of the agreed purchase price, the **Local Government** is authorized and directed to secure for the **State** possession of each parcel in accordance with all applicable Federal and **State** laws governing relocation assistance, notices to vacate and forcible detainer. The costs incidental to negotiation, and securing possession of the parcels will be the responsibility of the **Local Government**. The cost of title insurance, closing services and all costs of relocation assistance as authorized by applicable Federal and **State** laws will be the responsibility of the **State**.

Administrative Settlements: After the offer has been delivered to the property owner, and prior to the Commissioners' Hearing, the property owner may deliver one written counteroffer ("Administrative Settlement Proposal") to the **Local Government**. The **Local Government** will evaluate the Administrative Settlement Proposal and make a recommendation of approval or disapproval to the **State** through the **State's** appropriate District Office. The District Office will then submit the Administrative Settlement Proposal, together with the **Local Government** and District recommendations, to the **State** Right of Way Division office for final approval in accordance with current **State** procedures. The **State's** approval of the Administrative Settlement Proposal is only for purposes of closing the purchase of the property prior to the Special Commissioners' Hearing. In the event a closing of the purchase does not occur prior to the hearing, the **State's** approval is automatically, without further action, withdrawn, and the **State** will participate only in the original approved value. In the event the **State** does not approve the Administrative Settlement Proposal, and the **Local Government** elects to purchase the property at a value greater than the original approved value, the **State's** participation in the purchase price will apply only to the original approved value, and the **Local Government** will pay one hundred percent (100%) of the costs which exceed the original approved value, even if the applicable county qualifies as an economically disadvantaged county.

Condemnation: Condemnation proceedings will be initiated at a time selected by the **Local Government** and will be the **Local Government's** responsibility at its own expense except as hereinafter indicated. The **Local Government** will obtain from the **State** without cost current title information and engineering data at the time condemnation is to be initiated. Except as hereinafter set forth the **Local Government** will concurrently file condemnation proceedings and a notice of lis pendens for each case in the name of the **State**, and in each case so filed the judgment of the court will decree title and possession to the property condemned to the **State**. The **Local Government** may, as set forth herein under "Excess Takings" and where it is determined to be necessary, enter condemnation proceedings in its own name. Property acquired in the **Local Government's** name for the **State** must comply with requirements set forth in the engineering data and title investigation previously furnished to the **Local Government** by the **State** at such time as the **Local Government** conveys said property to the **State**.

Court Costs, Costs of Special Commissioners' Hearings and Appraisal Expense: Court costs and costs of Special Commissioners' hearings assessed against the **State** or **Local Government** in condemnation proceedings conducted on behalf of the **State** and fees incident thereto will be paid by the **Local Government**. Such costs and fees, recording fees, will be eligible for one hundred percent (100%) **State** reimbursement under the provided such costs and fees are eligible for payment by the **State** under existing law. Where the **Local Government** uses the **State's** appraisers employed on a fee basis in Special Commissioners' Hearings or subsequent appeals, the cost of the appraiser for updating the report, for preparing new reports, preparing for court testimony and appearing in court to testify in support of the appraisal will be paid direct by the **Local Government**, but will be eligible for one hundred percent (100%) **State** reimbursement under established procedure provided prior approval for such appraiser has been obtained from the **State**. The fee paid the appraiser by the **Local Government** shall be in accordance with the fee schedule set forth in the appraiser's contract for appraisal services with the **State**.

Excess Takings: In the event the **Local Government** desires to acquire land in excess of that requested by the **State** for right of way purposes, the **State's** cost participation will be limited to the property needed for its purposes. If the **Local Government** elects to acquire the entire property, including the excess taking, by a single instrument of conveyance or in one eminent domain proceeding, the property involved will be acquired in the name of the **Local Government** and that portion requested by the **State** for right of way will be separately conveyed to the **State** by the **Local Government**. When acquired

by negotiation, the **State's** participation will be based on the **State's** approved value of that part of the property requested for right of way purposes, provided that such approved value does not exceed actual payment made by the **Local Government.**

When acquired by condemnation, the **State's** participation will be in the proportionate part of the final judgment amount computed on the basis of the relationship of the **State's** approved value to the **State's** predetermined value for the whole property.

Improvements: Property owners will be afforded an opportunity in the negotiations to retain any or all of their improvements in the right of way taking. In anticipation of the owner desiring to retain improvements, the **State's** approved value will include the amounts by which the upper limit of **State** participation will be reduced for the retention. It is further agreed that the upper limit for the **State's** participation in the **Local Government's** cost for an improved parcel will be reduced as shown in the **State's** approved value where the owner retains an improvement which is to be moved by either the **Local Government** or the owner. In the event improvements which are, in whole or part, a part of the right of way taking are not retained by the owner, title is to be secured in the name of the **State.**

The **State** will participate in the acquisition of a structure severed by the right of way line if the part of the house, building or similar structure which lies outside the right of way cannot be reconstructed adequately or there is nothing but salvage left, provided that the **State's** value is established on this basis and provided that title to the entire structure is taken in the name of the **State.** The **State** shall dispose of all improvements acquired. The net revenue derived by the **State** from the disposition of any improvements sold through the General Services Commission will be credited to the cost of the right of way procured and shared with the **Local Government.**

Relocation of Utilities: If the required right of way encroaches upon an existing utility located on its own right of way and the proposed highway construction requires the adjustment, removal or relocation of the utility facility, the **State** will establish the necessity for the utility work. **State** participation in the cost of making the necessary change, less any resulting increase in the value to the utility and less any salvage value obtainable, may be obtained by either the "actual cost" or "lump sum" procedures. Reimbursement under "actual cost" will be made subsequent to the **Local Government's** certification that the work has been completed and will be made in an amount equal to ninety eight and five tenths percent (98.5%) of the eligible items of cost as paid to the utility owner. The "lump sum" procedure requires that the **State** establish the eligibility of the utility work and enter into a three-party agreement with the owners of the utility facilities and the **Local Government**, which sets forth the exact lump sum amount of reimbursement as approved in such agreement. The utility will be reimbursed by the **Local Government** after proper certification by the utility that the work has been done, said reimbursement to be based on the prior lump sum agreement. The **State** will reimburse the **Local Government** in an amount equal to ninety eight and five tenths percent (98.5%) of the firm commitment as paid to the utility owner. The foregoing is subject to the provision that the individual lump sum approved value shall not exceed $20,000, except as specifically approved by the **State.** In those cases where a single operation is estimated to exceed $20,000, the transaction will be brought to the attention of the **State** for determination of proper handling based upon the circumstances involved. Such utility firm commitment will be an appropriate item of right of way. The adjustment, removal or relocation of any utility line on publicly owned right of way by sufferance or permit will not be eligible for **State** reimbursement. The term "utility" under this agreement shall include publicly, privately and cooperatively owned utilities.

Fencing Requirements: The **Local Government** may either pay the property owner for existing right of way fences based on the value such fences contribute to the part taken and damages for an unfenced condition resulting from the right of way taking, in which case the estimated value of such right of way fences and such damages will be included in the recommended value and the approved value, or the **Local Government** may do the fencing on the property owner's remaining property.

Where the **Local Government** performs right of way fencing as a part of the total right of way consideration, neither the value of existing right of way fences nor damages for an unfenced condition will be included in the recommended value or the approved value. **State** participation in the **Local Government's** cost of constructing right of way fencing on the property owner's remainder may be based on either the actual cost of the fencing or on a predetermined lump sum amount. The **State** will be given credit for any salvaged fencing material and will not participate in any overhead costs of the **Local Government.**

If **State** participation is to be requested on the lump sum basis, the **State** and the **Local Government** will reach an agreement prior to the actual accomplishment of the work as to the necessity, eligibility and a firm commitment as to the cost of the

entire fencing work to be performed. The foregoing is subject to the provision that the lump sum approved cost shall not exceed $20,000, except as specifically approved by the **State**. In the event the cost of the fencing is estimated to exceed $20,000, the transaction will be brought to the attention of the **State** for determination of proper handling based upon the circumstances involved.

Reimbursement: The **State** will reimburse the **Local Government** for right of way acquired after the date of this agreement in amount not to exceed Ninety Eight and Five Tenths percent (98.5%) of the cost of the right of way acquired in accordance with the terms and provisions of this agreement. The **State's** reimbursement will be in the amount of Ninety Eight and Five Tenths percent (98.5%)of the **State's** predetermined value of each parcel, or the net cost thereof, whichever is the lesser amount. All requests by the **Local Government** for reimbursement shall comply with the then current reimbursement submission requirements set forth in the Texas Department of Transportation Right of Way Manual.

If condemnation is necessary and title is taken as set forth herein under the section entitled "Condemnation", the participation by the **State** shall be based on the final judgment, conditioned upon the **State** having been notified in writing prior to the filing of such suit and upon prompt notice being given as to all action taken therein. The **State** shall have the right to become a party to the suit at any time for all purposes, including the right of appeal at any stage of the proceedings. All other items of cost shall be borne by the **State** and the **Local Government** as provided in other sections of this agreement.

If a lump sum fencing or utility adjustment agreement has been executed, the **State** will reimburse the **Local Government** in the amount of Ninety Eight and Five Tenths percent (98.5%)of the predetermined lump sum cost of the right of way fencing or utility adjustment.

If the **Local Government** prefers not to execute a lump sum agreement for either fencing or utility adjustments, the **State** will reimburse on the actual cost of such fencing or adjustments. The **Local Government's** request for reimbursement will be supported by a breakdown of the labor, materials and equipment used.

Inspection of Books and Records: The **Local Government** shall maintain all books, papers, accounting records and other documentation relating to costs incurred under this agreement and shall make such materials available to the **State** and, if federally funded, the Federal Highway Administration (FHWA) or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this agreement or until any impending litigation, or claims are resolved. Additionally, the **State** and FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The **State** auditor may conduct an audit or investigation of any entity receiving funds from the **State** directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the **State** auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

General: It is understood that the terms of this agreement shall apply to new right of way authorized and requested by the **State** which is needed and not yet dedicated, in use or previously acquired in the name of the **State** or **Local Government** for highway, street or road purposes. This agreement shall also apply, with regard to any existing right of way, to outstanding property interests not previously acquired and to eligible utility adjustments not previously made, as authorized and requested by the **State**.

It is further understood that if unusual circumstances develop in the right of way acquisition which are not clearly covered by the terms of this agreement, such unusual circumstances or problems will be resolved by mutual agreement between the **State** and the **Local Government**.

LOCAL GOVERNMENT

By: _____

Title: _____

Date: _____

EXECUTION RECOMMENDED:

_____
District Engineer, District

THE STATE OF TEXAS

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

By: _____
John P. Campbell, P.E.
Director, Right of Way Division

Date: _____

AI-14408 **18.B.**

FM 2221/492

CC REGULAR

Date:	03/17/2009
Submitted By:	Sergio Cruz, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Precinct #3

Information

CAPTION

1. Discussion, consideration, and approval to submit Economically Disadvantaged Counties Program application for local participation reduction for the FM 2221/FM 492 road improvement project, CSJ:0862-01-037, from SH 364 to FM 681, with authority for County Judge to sign the required documents.
2. Discussion, consideration, and approval to enter into a Contractual Agreement for Right of Way Procurement between the State of Texas and Hidalgo County, Texas for the acquisition of right of way for the FM 2221/FM 492 road improvement project from SH 364 to FM 681, with authority for the County Judge to sign to required documents.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Pending interfund transfer AI-14576 CC 03/24/09.

Attachments

Link: FM 2221/FM 492

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	03/06/2009 11:32 AM	APRV
2	Roland Garcia	Rolando Garcia	03/13/2009 04:22 PM	APRV
3	Auditor's Office		03/13/2009 04:31 PM	NEW

Form Started By: Sergio Cruz — Started On: 03/06/2009 10:38 AM

Final Approval Date: 03/13/2009

FY 2009 ECONOMICALLY DISADVANTAGED COUNTIES PROGRAM INFORMATION SHEET

COUNTY Cameron **APPLICANT** Hidalgo County

District Contact Information

Name: Melba R. Schaus **Telephone:** (956) 702-6181

If the project is an **"OFF-SYSTEM"** project, is the project in the Unified Transportation Program (UTP) and have a local funding agreement in place, or in a District Bank Balance Program?

(Circle as appropriate) YES or NO

If the applicant is a **CITY** within an eligible county, please answer the two following questions:

1 Economic Development Sales Tax? **(Circle as appropriate)** YES or NO

2 Population (2006 Census)? _____

PROJECT INFORMATION

UTP PRIORITY STATUS:	Construct
CSJ:	0862-01-037
ESTIMATED LETTING DATE	TBD

On-System? (Circle as appropriate) YES or NO

LOCATION AND LIMITS - Give highway number with limits from and to

FM 2221/FM 492, SH 364 to FM 681

PROJECT SCOPE- Give type of work

Widen to 4 lane roadway

ADJUSTMENT RATIONAL- Give reason why the adjustment is needed

Hidalgo County is marked with high unemployment rates and poverty rates, the highest in the state of Texas. Meeting the needs of basic necessities along with addressing the infrastructure demands places a heavy burden on the county. We therefore request a reduction in our match for this project.

ANTICIPATED PROJECT COST BREAKDOWN OF ELIGIBLE COMPONENTS

Adjustment - 85%

1. Project Component	2. Est. Total Cost ($)	3. Local Participation (%)		4. Est. Required Local Match ($)	5. Local Participation After Adjustment ($)
Right of Way	$1,604,000	10%		$160,400	$24,060
TOTAL	$1,604,000			$160,400	$24,060

Approved by _____ Date _____

AFFIDAVIT

The State of Texas,

County of _____

Before me, _____ , a notary public in and for the State of Texas, on this day personally appeared _____ , who being by me duly sworn, upon oath says:

I, _____ , representing the city/county of _____ , having been duly elected on _____ and having served continuously since that time, certify in my official capacity that, to the best of my knowledge, the information contained in this application is true and correct.

_____ _____

Signature Date

Subscribed and sworn to before me, by the said _____ , this _____ day of _____ , _____, to certify which witness my hand and seal of office.

My commission expires _____ , _____.

_____

Official Signature

_____

Printed or stamped name of Notary

CONTRACTUAL AGREEMENT FOR RIGHT OF WAY PROCUREMENT - LOCAL GOVERNMENT

County: Hidalgo	Federal Project No: n/a	ROW CSJ No:
District: Pharr	Highway: FM 2221/FM 492	CCSJ:0862-01-037

This Agreement by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the **State**, and Hidalgo County, Texas, acting by and through its duly authorized official pursuant to an Ordinance or Order dated the _____ day of _____, 2009, hereinafter called the **Local Government**, *shall be effective on the date of approval and execution by and on behalf of the* **State**.

WHEREAS, the **State** has deemed it necessary to make certain highway improvements on Highway No. FM 2221/FM 492 from SH 364 to FM 681, and which section of highway improvements will necessitate the acquisition of certain right of way; and

WHEREAS, it is agreed such right of way purchase shall be a joint effort of the **State** and the **Local Government**;

WHEREAS, the **Local Government** requested and has been granted an Economically Disadvantaged County Adjustment from the Texas Department of Transportation Commission via a letter dated January_____, 2009, from Mario R. Jorge, P. E., Pharr District Engineer to Juan D. "J.D." Salinas, County Judge, by virtue of Minute Order No. 111487, approving a Eighty Five percent (85%) adjustment to the required Ten percent (10%) **Local Government** cost participation for this Ninety percent (90%) **State** and Ten percent (10%) **Local Government** project, thereby resulting in a **Local Government** net contribution amount of one and five tenths (1.5%) participation and **State** participation of Ninety Eight and Five Tenths percent (98.5%);

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Excess Takings: In the event the **Local Government** desires to acquire land in excess of that requested by the **State** for right of way purposes, the **State's** cost participation will be limited to the property needed for its purposes. If the **Local Government** elects to acquire the entire property, including the excess taking, by a single instrument of conveyance or in one eminent domain proceeding, the property involved will be acquired in the name of the **Local Government** and that portion

requested by the **State** for right of way will be separately conveyed to the **State** by the **Local Government**. When acquired by negotiation, the **State's** participation will be based on the **State's** approved value of that part of the property requested for right of way purposes, provided that such approved value does not exceed actual payment made by the **Local Government**.

When acquired by condemnation, the **State's** participation will be in the proportionate part of the final judgment amount computed on the basis of the relationship of the **State's** approved value to the **State's** predetermined value for the whole property.

Improvements: Property owners will be afforded an opportunity in the negotiations to retain any or all of their improvements in the right of way taking. In anticipation of the owner desiring to retain improvements, the **State's** approved value will include the amounts by which the upper limit of **State** participation will be reduced for the retention. It is further agreed that the upper limit for the **State's** participation in the **Local Government's** cost for an improved parcel will be reduced as shown in the **State's** approved value where the owner retains an improvement which is to be moved by either the **Local Government** or the owner. In the event improvements which are, in whole or part, a part of the right of way taking are not retained by the owner, title is to be secured in the name of the **State**.

The **State** will participate in the acquisition of a structure severed by the right of way line if the part of the house, building or similar structure which lies outside the right of way cannot be reconstructed adequately or there is nothing but salvage left, provided that the **State's** value is established on this basis and provided that title to the entire structure is taken in the name of the **State**. The **State** shall dispose of all improvements acquired. The net revenue derived by the **State** from the disposition of any improvements sold through the General Services Commission will be credited to the cost of the right of way procured and shared with the **Local Government**.

Relocation of Utilities: If the required right of way encroaches upon an existing utility located on its own right of way and the proposed highway construction requires the adjustment, removal or relocation of the utility facility, the **State** will establish the necessity for the utility work. **State** participation in the cost of making the necessary change, less any resulting increase in the value to the utility and less any salvage value obtainable, may be obtained by either the "actual cost" or "lump sum" procedures. Reimbursement under "actual cost" will be made subsequent to the **Local Government's** certification that the work has been completed and will be made in an amount equal to ninety eight and five tenths percent (98.5%) of the eligible items of cost as paid to the utility owner. The "lump sum" procedure requires that the **State** establish the eligibility of the utility work and enter into a three-party agreement with the owners of the utility facilities and the **Local Government**, which sets forth the exact lump sum amount of reimbursement as approved in such agreement. The utility will be reimbursed by the **Local Government** after proper certification by the utility that the work has been done, said reimbursement to be based on the prior lump sum agreement. The **State** will reimburse the **Local Government** in an amount equal to ninety eight and five tenths percent (98.5%) of the firm commitment as paid to the utility owner. The foregoing is subject to the provision that the individual lump sum approved value shall not exceed $20,000, except as specifically approved by the **State**. In those cases where a single operation is estimated to exceed $20,000, the transaction will be brought to the attention of the **State** for determination of proper handling based upon the circumstances involved. Such utility firm commitment will be an appropriate item of right of way. The adjustment, removal or relocation of any utility line on publicly owned right of way by sufferance or permit will not be eligible for **State** reimbursement. The term "utility" under this agreement shall include publicly, privately and cooperatively owned utilities.

Fencing Requirements: The **Local Government** may either pay the property owner for existing right of way fences based on the value such fences contribute to the part taken and damages for an unfenced condition resulting from the right of way taking, in which case the estimated value of such right of way fences and such damages will be included in the recommended value and the approved value, or the **Local Government** may do the fencing on the property owner's remaining property.

Where the **Local Government** performs right of way fencing as a part of the total right of way consideration, neither the value of existing right of way fences nor damages for an unfenced condition will be included in the recommended value or the approved value. **State** participation in the **Local Government's** cost of constructing right of way fencing on the property owner's remainder may be based on either the actual cost of the fencing or on a predetermined lump sum amount. The **State** will be given credit for any salvaged fencing material and will not participate in any overhead costs of the **Local Government**.

If **State** participation is to be requested on the lump sum basis, the **State** and the **Local Government** will reach an agreement prior to the actual accomplishment of the work as to the necessity, eligibility and a firm commitment as to the cost of the entire fencing work to be performed. The foregoing is subject to the provision that the lump sum approved cost shall not exceed $20,000, except as specifically approved by the **State**. In the event the cost of the fencing is estimated to exceed $20,000, the transaction will be brought to the attention of the **State** for determination of proper handling based upon the circumstances involved.

Reimbursement: The **State** will reimburse the **Local Government** for right of way acquired after the date of this agreement in amount not to exceed Ninety Eight and Five Tenths percent (98.5%) of the cost of the right of way acquired in accordance with the terms and provisions of this agreement. The **State's** reimbursement will be in the amount of Ninety Eight and Five Tenths percent (98.5%)of the **State's** predetermined value of each parcel, or the net cost thereof, whichever is the lesser amount. All requests by the **Local Government** for reimbursement shall comply with the then current reimbursement submission requirements set forth in the Texas Department of Transportation Right of Way Manual.

If condemnation is necessary and title is taken as set forth herein under the section entitled "Condemnation", the participation by the **State** shall be based on the final judgment, conditioned upon the **State** having been notified in writing prior to the filing of such suit and upon prompt notice being given as to all action taken therein. The **State** shall have the right to become a party to the suit at any time for all purposes, including the right of appeal at any stage of the proceedings. All other items of cost shall be borne by the **State** and the **Local Government** as provided in other sections of this agreement.

If a lump sum fencing or utility adjustment agreement has been executed, the **State** will reimburse the **Local Government** in the amount of Ninety Eight and Five Tenths percent (98.5%)of the predetermined lump sum cost of the right of way fencing or utility adjustment.

If the **Local Government** prefers not to execute a lump sum agreement for either fencing or utility adjustments, the **State** will reimburse on the actual cost of such fencing or adjustments. The **Local Government's** request for reimbursement will be supported by a breakdown of the labor, materials and equipment used.

Inspection of Books and Records: The **Local Government** shall maintain all books, papers, accounting records and other documentation relating to costs incurred under this agreement and shall make such materials available to the **State** and, if federally funded, the Federal Highway Administration (FHWA) or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this agreement or until any impending litigation, or claims are resolved. Additionally, the **State** and FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The **State** auditor may conduct an audit or investigation of any entity receiving funds from the **State** directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the **State** auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

General: It is understood that the terms of this agreement shall apply to new right of way authorized and requested by the **State** which is needed and not yet dedicated, in use or previously acquired in the name of the **State** or **Local Government** for highway, street or road purposes. This agreement shall also apply, with regard to any existing right of way, to outstanding property interests not previously acquired and to eligible utility adjustments not previously made, as authorized and requested by the **State**.

It is further understood that if unusual circumstances develop in the right of way acquisition which are not clearly covered by the terms of this agreement, such unusual circumstances or problems will be resolved by mutual agreement between the **State** and the **Local Government**.

LOCAL GOVERNMENT

By: _____

Title: _____

Date: _____

EXECUTION RECOMMENDED:

_____
District Engineer, District

THE STATE OF TEXAS

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

By: _____
John P. Campbell, P.E.
Director, Right of Way Division

Date: _____

AI-14574 **19.A.**

Hurricane Dolly Status Report

CC REGULAR

Date:	03/17/2009
Submitted By:	Rey Salazar, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

Status Report on Hurricane Dolly reimbursements received.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Rey Salazar	Started On: 03/13/2009 03:49 PM
Final Approval Date: 03/13/2009	

AI-14571 **19.B.1.**

Interdepartmental Transfer- 340-003 Perm P/T

CC REGULAR

Date:	03/17/2009
Submitted By:	Rosie Cantu, BUDGET & MANAGEMENT
Submitted For:	Budget & Management
Department:	BUDGET & MANAGEMENT

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

Information

CAPTION

Health Clinics/ DBM Co. Wide Contingency
Approval of interdeparmental transfer in the amount of $5,968.87 from Health Clinics to County Wide Contingency (1100).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-441-00-340-003-0-114

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

BUDGETARY IMPACT:

$5,076.00 available balance in object code 113 as of 03/13/2009.rc
Transferring lapsed funding to contingency. No current permanent part-time position in Health Clinics 340-003 account.

Attachments

Link: Interdepartmental Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Rosalinda Cantu (Originator)	Rosie Cantu	03/13/2009 03:33 PM	APRV
2	Rosalinda Cantu (Originator)	Rosie Cantu	03/13/2009 03:33 PM	APRV
3	Budget & Management	Veronica Lopez	03/13/2009 03:35 PM	APRV
4	Sylvia Solis	Angela Garcia	03/13/2009 03:36 PM	APRV
5	Rosalinda Cantu (Originator)	Rosie Cantu	03/13/2009 03:52 PM	APRV
6	Auditor's Office		03/13/2009 04:31 PM	NEW

Form Started By: Rosie Cantu Started On: 03/13/2009 03:14 PM

Final Approval Date: 03/13/2009

DATE: March 13, 2009

DEPARTMENT HEAD: Raul Silguero, Jr., Budget Officer

2009
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt

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

CONTACT PERSON: Rosie Cantu **PHONE:** (956) 292-7025 Ext. 5408

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
9-1100-441-00-340-003-0- 114	HEALTH CLINICS- PERM P/T	(5,076.00)
TO		
9-1100-415-00-115-002-0- 899	CO WIDE ADM- CONTINGENCY	5,076.00
	TOTAL BUDGET INCREASE (DECREASE)	0.00

REASON:

TRANSFERRING OUT LAPSED FUNDING. NO CURRENT PERM PART TIME POSITION IN HEALTH CLINICS 340-003 ACCOUNT.

SIGNATURE

COMMISSIONERS COURT

DATE / /

ATTEST, COUNTY CLERK

AI-14486 **19.B.2.**

Inter-dept transfer BCAP

CC REGULAR

Date:	03/17/2009
Submitted By:	Norma Ceballos, COMM. PCT. #3
Department:	COMM. PCT. #3
Agenda Category:	Precinct #3

Information

CAPTION

Pct. #3 CAP (1311):
Requesting approval of 2009 interdepartmental transfer for Precinct #3 Colonia Access Program fund (1311) from El Sol #2 (program 251) to Ezequiel Acevedo Jr. #2 (program 267) in the amount of $6,161.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1311-431-00-123-XXX-X-XXX

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

BUDGETARY IMPACT:

9-1311-431-00-123-251-0-334-->91311-431-00-123-267-1-733; $6,161.00

Available balance as of 03/12/09.

For change order #1 - agenda item AI-14417 CC 03/17/09 (Consent Agenda).

Attachments

Link: Inter-dept BCAP

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	03/12/2009 06:48 AM	APRV
2	Roland Garcia	Rolando Garcia	03/12/2009 09:02 AM	APRV
3	Auditor's Office		03/13/2009 04:31 PM	NEW

Form Started By: Norma Ceballos — Started On: 03/11/2009 10:36 AM

Final Approval Date: 03/13/2009

INTER-DEPARTMENTAL TRANSFER

DATE: March 11, 2009

DEPARTMENT HEAD: Joe M. Flores, Commissioner

DEPARTMENT NAME: Hidalgo County Precinct #3

ACCOUNT NUMBER: 9-1311-431-00-123-XXX-X-XXX

SUBJECT: **Inter-departmental Transfer/s (increase/decrease)**

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Inter-departmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM:		
9-1311-431-00-123-251-0-334	El Sol #2 Eng & Arch	**(6,161.00)**
TO:		
9-1311-431-00-123-267-1-733	Ezequiel Acevedo Jr. #2 Drainage	**$ 6,161.00**
	Total Budget (Increase/Decrease)	**0.00**

REASON: To cover expected expenses. Change Order #1 - Agenda Item AI-14417 on CC 3-17-09

Department Head Signature

Date

Approved Commissioners' Court

Attest County Clerk

AI-14568 **19.B.3.**

Interdept- Co. Wide Adm 031309

CC REGULAR

Date:	03/17/2009
Submitted By:	Veronica Lopez, BUDGET & MANAGEMENT
Submitted For:	Dina Trevino
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

Co. Wide Administration (1100):
Approval of 2009 interdepartmental transfer from Rural Ambulance to Co. Wide Adminstration (1100) in the amount of $50,000.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-4XX-XX-1XX-0XX-0-XXX

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

BUDGETARY IMPACT:

9-1100-421-53-123-041-0-339 --> 9-1100-415-00-115-002-0-899 $50,000.00
Available balance as of 03-13-09 $150,000.00

Attachments

Link: Interdept transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	03/13/2009 03:10 PM	APRV
2	Manuel Chapa	Manuel Chapa	03/13/2009 03:33 PM	APRV
3	Auditor's Office		03/13/2009 04:31 PM	NEW

Form Started By: Veronica Lopez — Started On: 03/13/2009 02:51 PM

Final Approval Date: 03/13/2009

DATE: March 13, 2009

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Dept. of Budget & Management

ACCOUNT NUMBER: 9-1100-4XX-XX-1XX-0XX-0-XXX

2009
Transfer
AI#14568

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
9-1100-421-53-123-041-0- 339	**Rural Ambulance- Other Professional Srv**	**(50,000.00)**
TO		
9-1100-415-00-115-002-0- 899	**Co. Wide Adm- Contingency**	**50,000.00**
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON: Interdepartmental transfer from Rural Ambulance- Other Professional Srv to Co. Wide Adm- Contingency in the amount of $50,000.00 to allow for future transfers.

Approved by

COMMISSIONERS COURT

/ /
DATE

ATTEST, COUNTY CLERK

AI-14575 **19.B.4.**

Interdepartmental Transfer- Visiting Judges Salary Expenditures

CC REGULAR

Date:	03/17/2009
Submitted By:	Rosie Cantu, BUDGET & MANAGEMENT
Submitted For:	Budget & Management
Department:	BUDGET & MANAGEMENT

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

Information

CAPTION

DBM- Visiting Judges
Approval of 2009 interdepartmental transfer from Co Wide Contingency to Visiting Judges (1100) in the amount of $10,000.00.

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:

Available balance as of 03/13/2009. rc

Attachments

Link: transfer

Form Routing/Status

Form Started By: Rosie Cantu Started On: 03/13/2009 03:55 PM

Final Approval Date: 03/13/2009

DATE: March 13, 2009

DEPARTMENT HEAD: Raul Silguero, Jr., Budget Officer

2009
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt

ACCOUNT NUMBER: 9-1100-41X-00-115-0XX-0-XXX

CONTACT PERSON: Rosie Cantu **PHONE:** (956) 292-7025 Ext. 5408

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM			
9-1100-415-00-115-002-0- 899	CO WIDE ADM-	CONTINGENCY	(10,000.00)
TO			
9-1100-412-00-115-014-0-121	VISITING JUDGES-	TEMP F/T EMPL.	7,000.00
9-1100-412-00-115-014-0-220	VISITING JUDGES-	FICA	3,000.00
	TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON:

TRANSFER TO FUND CURRENT NEGATIVE EXPENDITURE AND UNANTICIPATED EXPENDITURES.

SIGNATURE

COMMISSIONERS COURT

DATE

ATTEST, COUNTY CLERK

AI-14577 **19.B.5.**

Interdept transfer from Co. Wide Contingency to IT Co. wide (1100) for elections warehouse cabling

CC REGULAR

Date:	03/17/2009
Submitted By:	Ivan Cantu, BUDGET & MANAGEMENT
Submitted For:	Dina Trevino
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management
Purchasing only:	Interdepartmental Transfers

Information

CAPTION

IT Countywide (1100):
Approval of 2009 interdepartmental transfer from Contingency to IT Countywide for cabling expenditures in the amount of $3,200.00 for the warehouse (Elections Dept.).

BACKGROUND

Monies to be transferred into obj. 431 R & M Services-Buildings

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-415-00-XXX-00X-0-XXX

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

BUDGETARY IMPACT:

9-1100-415-00-115-002-0-899 --> 9-1100-415-00-200-002-0-431 $3,200.00; funds available as of 3-13-09.

To fund cabling services to be provided by Calence for the new Elections Dept warehouse.

Attachments

Link: IT Co. wide transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	03/13/2009 04:16 PM	APRV
2	Budget & Management		03/13/2009 04:31 PM	NEW

Form Started By: Ivan Cantu Started On: 03/13/2009 04:03 PM

Final Approval Date: 03/13/2009

DATE: March 13, 2009

DEPARTMENT HEAD: Raul Silguero, Jr.

2009
Transfer

DEPARTMENT NAME: Dept of Budget & Mgmt for IT Countywide

ACCOUNT NUMBER: 9-1100-415-00-XXX-00X-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM			
9-1100-415-00-115-002-0- 899	Co. Wide Adm-	Contingency	(3,200.00)
TO			
9-1100-415-00-200-002-0- 431	IT Countywide-	R & M Services-Buildings	3,200.00

AI-14504 **19.C.1.**

2009 Interfund transfer from Pct. 1 R & B (1201) to Sanitation (1100) for Monte Alto Collection site

CC REGULAR

Date:	03/17/2009
Submitted By:	Ivan Cantu, BUDGET & MANAGEMENT
Submitted For:	Noe Montez, Pct. 1
Department:	BUDGET & MANAGEMENT

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

Information

CAPTION

Pct. #1 P/U Rd (1201)/Pct. #1 Sanitation (1100):
Approval of 2009 interfund transfer from Pct. 1 P/U Rd to Pct 1 Sanitation in the amount of $38,000.00 to fund land acquisition expenditures (Monte Alto Collection site).

BACKGROUND

As requested by Noe Montez from Pct. 1, this transfer will cover the purchase of the land for the Monte Alto Collection site.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1XXX-43X-00-121-00X-0-XXX

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

BUDGETARY IMPACT:

9-1201-431-00-121-005-0-711 --> 9-1100-432-00-121-001-0-719 $38,000.00 to fund purchase of land for the Monte Alto Collection site; funds available as of 3-11-09.

Attachments

Link: Pct. 1 Sanitation interfund transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	03/11/2009 03:33 PM	APRV
2	Budget & Management	Veronica Lopez	03/12/2009 06:49 AM	APRV
3	Sylvia Solis	Sylvia Solis	03/13/2009 08:57 AM	APRV
4	Auditor's Office		03/13/2009 04:31 PM	NEW

Form Started By: Ivan Cantu Started On: 03/11/2009 03:13 PM

Final Approval Date: 03/13/2009

DATE: March 11, 2009

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Department of Budget & Management for Sanitation Pct. 1

2009
Transfer

ACCOUNT NUMBER: **9-1XXX-43X-00-121-00X-0-XXX**

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

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

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME	AMOUNT
FROM:			
9-1201-431-00-121-005-0-	711	Pct. 1 P/U Rd-ROW	(38,000.00)
9-1201-491-01-000-100-0-	891	Transfers Out-Sanitation Pct. 1	38,000.00
TO:			
9-1100-391-01-000-201-0-	000	Transfers In-Pct. 1 R & B	38,000.00
9-1100-432-00-121-001-0-	719	Sanitation Pct. 1-Other Land	38,000.00
		TOTAL BUDGET INCREASE (DECREASE)	**38,000.00**

REASON: To fund land acquisition expenditures for the Monte Alto Collection site for the Pct. 1 Sanitation Dept as requested by Noe Montez.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT **DATE** / / **ATTEST COUNTY CLERK**

AI-14566 **19.C.2.**

Interfund Transfer- Salaries and Fringes for Cops Universal Hiring (Cops 15) Retention

CC REGULAR

Date:	03/17/2009
Submitted By:	Rosie Cantu, BUDGET & MANAGEMENT
Submitted For:	Sheriff's Office
Department:	BUDGET & MANAGEMENT

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

Information

CAPTION

General Fund (1100)/Sheriffs Cops Universal Hiring 15 (1284):
Approval of 2009 interfund transfer from General Fund (1100) to Sheriff's Cops Universal Hiring 15 (1284) in the total amount of $800,600.00 (Grant Retention Requirement).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1284-421-00-280-022-0-XXX

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

BUDGETARY IMPACT:

Funding reserved in Transfers Out General Fund- Designated Purp. Level 4 upon approval of 2009 Budget. Funding available for appropriation as of 3/13/09.

Attachments

Link: 2009 BA for Cops (1284)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Rosalinda Cantu (Originator)	Rosie Cantu	03/13/2009 03:01 PM	APRV
2	Budget & Management	Veronica Lopez	03/13/2009 03:06 PM	APRV
3	Dale Kennan	Dale Kennan	03/13/2009 03:28 PM	APRV
4	Auditor's Office		03/13/2009 04:31 PM	NEW

Form Started By: Rosie Cantu Started On: 03/13/2009 02:47 PM

Final Approval Date: 03/13/2009

DATE: March 13, 2008

DEPARTMENT HEAD: Raul Silguero, Jr., Budget Officer

DEPARTMENT NAME: Department of Budget & Management for COPS UNIVERSAL HIRING 15 (1284)

ACCOUNT NUMBER: **9-1284-421-00-280-022-0-XXX**

2009
Transfer

CONTACT PERSON: Rosie Cantu **PHONE:** 292-7025 ext. 5408

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

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
9-1100-491-01-000-284-0- 891	**TRANSFERS OUT-DESIG PURP LVL 4**	**(800,600.00)**
TO		
9-1284-391-01-000-100-0- 000	**TRANSFERS IN-GENERAL FUND**	**800,600.00**
9-1284-421-00-280-022-0- 113	**COPS UNIVERSAL HIRING 15-PERM F/T EMPL**	**603,423.00**
9-1284-421-00-280-022-0- 115	**COPS UNIVERSAL HIRING 15-LONGEVITY PAY**	**62,460.00**
9-1284-421-00-280-022-0- 117	**COPS UNIVERSAL HIRING 15-SUPPLEMENTAL PA**	**405.00**
9-1284-421-00-280-022-0- 211	**COPS UNIVERSAL HIRING 15-HEALTH INS**	**3,000.00**
9-1284-421-00-280-022-0- 212	**COPS UNIVERSAL HIRING 15-LIFE INSURANCE**	**10,000.00**
9-1284-421-00-280-022-0- 220	**COPS UNIVERSAL HIRING 15-FICA**	**47,156.36**
9-1284-421-00-280-022-0- 230	**COPS UNIVERSAL HIRING 15-RETIREMENT**	**55,601.30**
9-1284-421-00-280-022-0- 250	**COPS UNIVERSAL HIRING 15-UNEMPLOYMENT**	**3,082.12**
9-1284-421-00-280-022-0- 260	**COPS UNIVERSAL HIRING 15-WORKERS COMP**	**15,472.22**
	TOTAL BUDGET INCREASE (DECREASE)	**800,600.00**

REASON: **To fund current negative balance and end of year salary related expenditures for retention phase of Cops Universal Hiring (Cops 15). Funding approved upon adoption of 2009 budget.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT **DATE** / / **ATTEST COUNTY CLERK**

AI-14416 **19.D.1**

Appropriation - Tax Notes Series 2007 (1302) Sheriff - To purchase land (Bazan Property)

CC REGULAR

Date:	03/17/2009
Submitted By:	Manuel Chapa, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Purchasing only:** Budget Appropriations

Information

CAPTION

Tax Notes Series 2007 (1302):
Approval of appropriation of Tax Notes, Series 2007 funds (1302) to Sheriff Substation Pct# 3 (program 039) in the amount of $ 624.23 to fund land acquisition expenses.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1302-423-00-280-039-0-719

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

BUDGETARY IMPACT:

2009 appropriation of funds in the amount of $624.23. Funds available for appropriation as of 3/6/09.

Attachments

Link: Appropriation - Sheriff (1302)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	03/09/2009 07:36 AM	APRV
2	Sylvia Solis	Sylvia Solis	03/10/2009 09:27 AM	APRV
3	Auditor's Office		03/13/2009 04:31 PM	NEW

Form Started By: Manuel Chapa Started On: 03/06/2009 03:37 PM

Final Approval Date: 03/13/2009

DATE: March 6, 2009

2009
Appropriation

DEPARTMENT HEAD: Raul Siguero

DEPARTMENT NAME: Dept. of Budget & Mgmt. for Tax Notes 2007 - Sheriff Substation (1302)

AI# 14416

ACCOUNT NUMBER: 9-1302-423-00-280-039-0-719

Contact Person: Manuel Chapa **Ph#:** (956) 292-7025 Ext. 5760

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
9-1302-423-00-280-039-0-719	TAX NOTES,2007-SHERIFF SUBSTATION PCT#3-LAND	624.23
	TOTAL BUDGET INCREASE (DECREASE)	$ 624.23

REASON: To appropriate funding for TAX NOTES,2007-SHERIFF SUBSTATION PCT#3-LAND to cover bill to purchase land (Bazan Property).

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-14414 **19.D.2.**

Appropriation of Budget

CC REGULAR

Date:	03/17/2009
Submitted By:	Nelda Olivarez, HIDTA
Submitted For:	Constable Larry Gallardo
Department:	HIDTA
Agenda Category:	Constables

Information

CAPTION

Constable Pct. #3 (1230):
Approval of 2009 appropriation of funds for the Constable Pct. 3-Investigation HB 65 fund in the amount of $18,864.16 to fund various operating expenditures.

BACKGROUND

This is in acordance with the memorandum of understanding previously approved by CC on 11-4-08 between HIDTA and Constable Pct 3 for seizure awarded funds (refer to AI 11961/7.C.)

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1230-421-00-293-010-0-XXX

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

BUDGETARY IMPACT:

Appropriation of funds for the Constable Pct. 3-Investigation HB 65 fund in the amount of $18,864.16 to fund various operating expenditures. Note: Monies are to be appropriated from unreserved F/B.

Attachments

Link: Constable Pct. 3 Investigation BA

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	03/06/2009 02:50 PM	APRV
2	Ivan Cantu	Ivan Cantu	03/06/2009 03:08 PM	APRV
3	Auditor's Office		03/13/2009 04:31 PM	NEW
Form Started By: Nelda Olivarez			Started On: 03/06/2009 01:58 PM	
Final Approval Date: 03/13/2009				

DATE: **March 06, 2009**

DEPARTMENT HEAD: **Constable Larry Gallardo**

DEPARTMENT NAME: **Constable Precinct 3**

ACCOUNT NUMBER: Expenditure - 9-1230-421-00-293-010-0-xxx / Constable Pct 3 Investigation HB 65

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

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)		ACCOUNT (OBJECT) NAME	INCREASE (DECREASE)
9-1230-421-00-293-010-	583	Constable Pct. 3 Investig HB 65-Travel Out of County	2,100.00
9-1230-421-00-293-010-	584	Constable Pct. 3 Investig HB 65-Registration Fees	400.00
9-1230-421-00-293-010-	605	Constable Pct. 3 Investig HB 65-Clothing & Uniforms	2,500.00
9-1230-421-00-293-010-	611	Constable Pct. 3 Investig HB 65-Police Supplies	864.16
9-1230-421-00-293-010-	668	Constable Pct. 3 Investig HB 65-Police Weapons	11,000.00
9-1230-421-00-293-010-	890	Constable Pct. 3 Investig HB 65-Other	2,000.00
		TOTAL APPROPRIATIONS	**$18,864.16**

REASON:

To appropriate seizure awarded funds in accordance with Memorandum of Understanding between HIDTA and Constable Pct. 3 previously approved by CC on 11-4-08 (AI #11961, item #7.C.). **Note: Monies are taken from unreserved fund balance.**

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

___/___/___

APPROVED BY COMMISSIONER'S COURT

DATE

DEPARTMENT HEAD SIGNATURE

ATTEST BY COUNTY CLERK

AI-14428 **19.D.3.**

2009 LEOSE Appropriation for Constable Precinct 3
CC REGULAR

Date:	03/17/2009
Submitted By:	Rachel Cavazos, CONSTABLE PCT. #3
Submitted For:	Rachel Cavazos
Department:	CONSTABLE PCT. #3
Agenda Category:	Constables

Information

CAPTION

Constable Pct. #3 (LEOSE):
Approval of 2009 appropriation of funds for the Constable Precinct No. 3 - LEOSE and 2008 LEOSE interest earned in the total amount of $1,641.82.

BACKGROUND

Received from: Texas Comptroller of Public Accounts
County Treasurer Receipt No: 126890.
Amount of deposit: $1,640.03
LEOSE Interest Earned: $1.79
Total Appropriation: $1,641.82

Fiscal Impact

Attachments

Link: backup

Link: Appropriation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	03/09/2009 01:18 PM	APRV
2	Rosalinda Cantu	Rosie Cantu	03/10/2009 09:28 AM	APRV
3	Auditor's Office		03/13/2009 04:31 PM	NEW
Form Started By: Rachel Cavazos			Started On: 03/09/2009 08:57 AM	
Final Approval Date: 03/13/2009				

2008 LEOSE FUND BALANCE ANALYSIS

	2007 Ending F/B	2008 Actual Revenues	2008 Actual Expenditures	2008 Ending F/B	2008 Interest Dist.	2008 Ending
Interest earnings		681.40	-	681.40		
DA LEOSE	5,373.45	1,603.90	-	6,977.35	148.31	[illegible]
Sheriff LEOSE	8,585.20	43,479.41	(36,813.56)	15,251.05	324.18	[illegible]
Constable Pct. 1 LEOSE	1,320.41	1,246.10	-	2,566.51	54.58	[illegible]
Constable Pct. 2 LEOSE	7,252.39	1,100.71	(1,427.62)	6,925.48	147.21	[illegible]
Constable Pct. 3 LEOSE	391.44	1,679.83	(1,987.00)	84.27	1.79	[illegible]
Constable Pct. 4 LEOSE	1,015.30	-	(887.24)	128.06	2.72	[illegible]
Constable Pct. 5 LEOSE	1,659.94	-	(1,535.60)	124.34	2.64	[illegible]
	25,598.13	49,791.35	(42,651.02)	32,738.46	681.40	[illegible]

Prepared By: Jennifer L. Garza

32,057.06

Hidgalo County Texas
Constable Pct. 3
Weekly Revenue Remittance
For Week Ending
March 5, 2009

COPY

To: Hidalgo County Treasurer
From: Constable Lazaro Gallardo Jr.

The following remittance represents collections for:

I. General Fund - Constable Fees

A. Total Cash Collected $0.00
B. Total Checks Collected .....

Check Number		Check Amount	
Check Number		Check Amount	
Check Number		Check Amount	
Check Number		Check Amount	
Check Number		Check Amount	
Check Number		Check Amount	
Check Number		Check Amount	
Check Number		Check Amount	
Check Number		Check Amount	
Check Number		Check Amount	
Check Number		Check Amount	

C. Constable Receipt Sequence 8961 - 8962

D. Total to credit account number

Precinct 1	- 1100-342-10-291-000-0-000	.....	$
Precinct 2	- 1100-342-10-292-000-0-000	.....	$
Precinct 3	9 - 1100-342-10-293-000-0-000	.....	$ -
Precinct 4	-1100-342-10-294-000-0-000	.....	$
Precinct 5	- 1100-342-10-295-000-0-000	.....	$

E. Other
1. Description of Payment
2. Total to credit account number ..... $

II. Law Enforcement Officer Standards and Education Funds

Credit Account Number

Precinct 1	- 1220-421-00-291-002-0-581	.....	$
Precinct 2	- 1220-421-00-292-002-0-581	.....	$
Precinct 3	9 - 1220-421-00-293-002-0-581	.....	$ 1,640.03
Precinct 4	- 1220-421-00-294-002-0-581	.....	$
Precinct 5	- 1220-421-00-295-002-0-581	.....	$

Grand Total Remitted to the County Treasurer $ 1,640.03

APPROVED BY: Lazaro Gallardo Jr. — Constable Signature — 2/13/2009 — Date
PREPARED BY: Raquel V. [illegible] — Assistant's Signature — Treasurer Receipt No:

*NOTE Weekly remittances are due on or before the seventh working day after the day on which the funds are received, in accordance with Local Government Code 113.022.

COUNTY AUDITOR'S FORM: AS-C-004
REVISED: 7/02

RECEIVED BY HIDALGO COUNTY TREASURER 2009 MAR 5 PM 2 37

Texas Comptroller of Public Accounts

119096380 FEBRUARY 26, 2009 TREASURY WARRANT NO.

022509 0116 902 9P090558 17460007176 069
PAYING AGENCY: 512-463-4561 COMPTROLLER - STATE FISCAL

119096380

PAY ONE THOUSAND SIX HUNDRED FORTY DOLLARS AND 03/100 $1,640.03

TO HIDALGO COUNTY CONSTABLE PRECINCT 3
730 N BREYFOGLE STE B
MISSION, TX 78574-7020

VOID AFTER
08/31/2011

Juan Carlos

⑈304⑈ ⑆114900164⑆ ⑈119096380⑈

THE STATE OF TEXAS PAYMENT INFORMATION

INVOICE NO.	INV. DATE	INVOICE DESCRIPTION	DOC. NO.	INVOICE AMOUNT
PEACE OFF ALL		PEACE OFFICER ALLOC	9P090558	$1,640.03

PAYING AGENCY: COMPTROLLER - STATE FISCAL
PAYING AGENCY PHONE NO: 512-463-4561 PAYING AGENCY NO: 902
PAYMENT INFORMATION IS AVAILABLE ON THE INTERNET OR BY FAX AT:
WWW.WINDOW.STATE.TX.US/FM/PAYMENT/
DIRECT DEPOSIT - IT GOES TO THE BANK FOR YOU.
PLEASE DIAL (512) 936-8138 TO SIGN-UP TODAY!

PAYEE NO: 17460007176 069 PAYEE NAME: HIDALGO COUNTY CONSTABLE PRECINCT 3
WARRANT NO: 119096380 ISSUE DATE: 02/25/2009 WARRANT TOTAL: $1,640.03

No. 119096380 — NOT NEGOTIABLE —

Detach here before depositing

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

Receipt No: 126890

Received From: Constable Lazaro Gallardo Jr. Date 03/09/09

1	119096380	2009 LEOSE Distribution	9-1220-335-00-293-000-0-000	1,640.03

Total: 1,640.03

Check Total	1,640.03
Cash Total	.00
Credit Total	.00
Other Total	.00

DATE: March 9, 2009

2009
Transfer

DEPARTMENT HEAD: Lazaro Gallardo, Jr.

DEPARTMENT NAME: Constable Precinct 3

ACCOUNT NUMBER: 9-1220-421-00-293-002-0-XXX

Contact Person: Raquel Cavazos **Ph#:** 956-205-7031

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
9-1220-421-00-293-002-0-583	Constable Pct. 3 LEOSE - Travel out of County	1,640.03
9-1220-421-00-293-002-0-584	Constable Pct. 3 LEOSE - Registration Fees	Interest Earned 1.79
9-1220-335-00-293-000-0-000	CONST. PCT. 3- L.E.O.S.O. REVENUE	1,640.03
	TOTAL BUDGET INCREASE (DECREASE)	$ 1,641.82

REASON: TO APPROPRIATE L.E.O.S.E. INTEREST EARNED IN 2008 AND L.E.O.S.E. REVENUE FUNDS. INTEREST EARNED IN THE AMOUNT OF $1.79 TO BE APPROPRIATED FROM FUND BALANCE. THIS REVENUE WILL BE USED FOR DEPUTIES AND LAW ENFORCEMENT SUPPORT PERSONNEL TO ATTEND EDUCATIONAL TRAINING.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

ATTEST COUNTY CLERK

AI-14424 **19.D.4.**

Pct #3 Budget Appropriation

CC REGULAR

Date:	03/17/2009
Submitted By:	Norma Ceballos, COMM. PCT. #3
Department:	COMM. PCT. #3
Agenda Category:	Precinct #3

Information

CAPTION

Pct. #3 Parks (1213):
Approval of 2009 appropriation of funds from Precinct #3 Parks fund balance into Administration Precinct #3 & Pavilion Building in the amount of $50,000.00 to fund future expenses for 2009.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1213-451-22-123-068-0-720

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

BUDGETARY IMPACT:

Available balance as of 03/12/09.

Attachments

Link: BA

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	03/09/2009 10:26 AM	APRV
2	Roland Garcia	Rolando Garcia	03/12/2009 08:05 AM	APRV
3	Auditor's Office		03/13/2009 04:31 PM	NEW

Form Started By: Norma Ceballos Started On: 03/09/2009 07:51 AM

Final Approval Date: 03/13/2009

DATE: March 9, 2009

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

DEPARTMENT NAME: Pct. No. 3 - Adm. Pct #3 & Pavilion Bldg Fund (#1213)

ACCOUNT NUMBER: 9-1213-451-22-123-068-0-720

SUBJECT: Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT	ACCOUNT (OBJECT) NAME	AMOUNT
9 1213 451 22 123 068 0 720	Parks Pct #3 -Admin. Pct #3 & Pavilion-Bldg	50,000.00
TOTAL BUDGET INCREASE -FUND 1100		50,000.00

REASON: Expected expenses.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

ATTEST COUNTY CLERK

AI-14478 **19.D.5.**

Appropriation for Hurricane Dolly Expenditures (25% of Ashbritt Invoices)
CC REGULAR

Date: 03/17/2009
Submitted By: Manuel Chapa, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Purchasing only:** Budget Appropriations

Information

CAPTION

Budget and Management (1100):
A. Authorization for County Treasurer to issue payment to Ashbritt Environmental, Inc. for invoices totaling $563,206.28 after Auditor review and audit procedures have been completed.
B. Approval and authorization of 2009 appropriation in the amount of $140,801.57 (25% of Ashbritt Invoices) from General Fund (1100) unreserved fund balance as per Texas Local Government Code Section 111.070 to address emergency expenditures related to Hurricane Dolly.
C. Approval and authorization to set up a receivable in the amount of $422,404.71 which represents a 75% reimbursement from FEMA and or Local Jurisdictions for debris removal.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-415-00-115-072-0-350
FUNDS AVAILABLE Y/N?: Pending **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance is $147,946.94 as of 3/11/09. Additional funding is pending the appropriation in item #2, in the amount of $140,801.57 Funding available for appropriation as of 3/11/09.

Invoice#	Period	Invoice Total
0802-031	07/21/08-->08/13/08	$253,528.98
0802-084	08/31/08-->10/13/08	$236,367.52
0802-108	10/15/08-->11/26/08	$ 73,309.78
	Total	**$563,206.28**

Receivable Account-->9-1100-126-10-000-003-0-000 75% 422,404.71
Expense Account ---->9-1100-415-00-115-072-0-350 25% 140,801.57

Attachments

Link: Appropriation 25%

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Rey Salazar	Rey Salazar	03/13/2009 02:54 PM	APRV
2	Budget & Management	Veronica Lopez	03/13/2009 03:04 PM	APRV
3	Dale Kennan	Dale Kennan	03/13/2009 03:20 PM	APRV
4	Auditor's Office		03/13/2009 04:31 PM	NEW

Form Started By: Manuel Chapa Started On: 03/11/2009 09:07 AM

Final Approval Date: 03/13/2009

DATE: March 11, 2009

2009
Appropriation

DEPARTMENT HEAD: Raul Siguero

DEPARTMENT NAME: Dept. of Budget & Mgmt. for Hurricane Dolly (1100)

AI# 14478

ACCOUNT NUMBER: 9-1100-415-00-115-072-0-350

Contact Person: Manuel Chapa **Ph#:** (956) 292-7025 Ext. 5760

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
9-1100-415-00-115-072-0-350	HURRICANE DOLLY - CONTRACTUAL SERVICES	140,801.57
	TOTAL BUDGET INCREASE (DECREASE)	$ 140,801.57

REASON: To appropriate funding for HURRICANE DOLLY - CONTRACTUAL SERVICES to cover debris collection and removal contractual obligations related to Hurricane Dolly

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-14554 **19.D.6.**

Drainage Improvement Project - Pct# 4 - Budget Appropriation- Supplemental Pay

CC REGULAR

Date:	03/17/2009
Submitted By:	Rosie Cantu, BUDGET & MANAGEMENT
Submitted For:	Commissioner Pct. No. 4
Department:	BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Purchasing only:** Budget Appropriations

Information

CAPTION

Drainage Improvement Project Comm. Pct. #4 - Road & Bridge (1204):
Approval of 2009 appropriation of funds for the Commissioner Pct. 4 Road & Bridge fund in the amount of $62,684.97 to fund salary related expenditures.

BACKGROUND

TO FUND CURRENT NEGATIVE BALANCE AND END OF YEAR EXPENDITURES FOR SUPPLEMENTAL PAY ALLOCATED TO PLANNING ADMINISTRATOR POSITION, SLOT NO. 124-007-A053 (EMPLOYEE NO. 101796). EMPLOYEE ON TEMPORARY ASSIGNMENT (DRAINAGE IMPROVEMENT PROJECT). RC

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1204-431-00-124-007-0-XXX

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

BUDGETARY IMPACT:

Appropriation of funds in the total amount of $62,684.97. Funds available in unreserved funds as of 03/13/2009.rc

Attachments

Link: Budget Appropriation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	03/13/2009 01:11 PM	APRV
2	Manuel Chapa	Manuel Chapa	03/13/2009 02:14 PM	APRV
3	Auditor's Office		03/13/2009 04:31 PM	NEW

Form Started By: Rosie Cantu Started On: 03/13/2009 10:29 AM

Final Approval Date: 03/13/2009

DATE: March 12, 2009

2009
Appropriation

DEPARTMENT HEAD: Raul Silguero, Jr., Budger Officer

DEPARTMENT NAME: DBM for Commissioner Precinct No. 4

ACCOUNT NUMBER: 9-1204-431-00-124-007-0-XXX R&B

Contact Person: Rosie Cantu **Ph#:** (956) 292-7025 ext. 5408

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
9-1204-431-00-124-007-0- 117	PCT.4 P/U RD-	SUPPLEMENTAL PAY	53,408.00
9-1204-431-00-124-007-0- 220	PCT.4 P/U RD-	FICA	4,085.71
9-1204-431-00-124-007-0- 230	PCT.4 P/U RD-	RETIREMENT	4,817.40
9-1204-431-00-124-007-0- 250	PCT.4 P/U RD-	UMEMPLOYMENT COMP	267.04
9-1204-431-00-124-007-0- 260	PCT.4 P/U RD-	WORKERS COMP	106.82
		TOTAL BUDGET INCREASE (DECREASE)	**62,684.97**

REASON: TO FUND CURRENT NEGATIVE BALANCE AND END OF YEAR EXPENDITURES FOR SUPPLEMENTAL PAY ALLOCATED TO PLANNING ADMINISTRATOR POSITION, SLOT NO. 124-007-A053 (EMPLOYEE NO. 101796).

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-14550 **19.D.7.**

Budget Appropriation

CC REGULAR

Date:	03/17/2009
Submitted By:	Rosie Cantu, BUDGET & MANAGEMENT
Submitted For:	DBM- Workers Comp
Department:	BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Purchasing only:** Budget Appropriations

Information

CAPTION

DBM- Workers Comp Division (2202):
Approval of 2009 appropriation of funds for the Self-Funded Workers' Compensation Fund in the amount of $94,137.56 to fund expenditures for the year.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-2202-419-50-115-06X-0-XXX

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

BUDGETARY IMPACT:

Appropriation of funds in the total amount of $94,137.56. Funds available in unreserved funds as of 03/13/2009. rc

Attachments

Link: BA

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	03/13/2009 10:09 AM	APRV
2	Dale Kennan	Dale Kennan	03/13/2009 11:15 AM	APRV
3	Auditor's Office	Becky Morales	03/13/2009 10:55 AM	NEW

Form Started By: Rosie Cantu Started On: 03/13/2009 09:37 AM

Final Approval Date: 03/13/2009

DATE: March 5, 2009

2009
Appropriation

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: DBM for Worker's Comp

ACCOUNT NUMBER: 9-2202-419-50-115-065-0-XXX

Contact Person: Rosie Cantu **Ph#:** (956) 292-7025 ext. 5408

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
9-2202-419-50-115-062-0- 331	CSA W/C-PHYSICIAN SERVICES		4,000.00
9-2202-419-50-115-063-0- 141	HEADSTART W/C-LOST WAGES		80,000.00
9-2202-419-50-115-065-0- 113	DBM-W/C DIV-	PERM F/T EMPLOYEES	7,889.08
9-2202-419-50-115-065-0- 117	DBM-W/C DIV-	SUPPLEMENTAL PAY	23.08
9-2202-419-50-115-065-0- 211	DBM-W/C DIV-	HEALTH INSURANCE	845.56
9-2202-419-50-115-065-0- 212	DBM-W/C DIV-	LIFE INSURANCE	5.48
9-2202-419-50-115-065-0- 220	DBM-W/C DIV-	FICA	605.28
9-2202-419-50-115-065-0- 230	DBM-W/C DIV-	RETIREMENT	713.68
9-2202-419-50-115-065-0- 250	DBM-W/C DIV-	UNEMPLOYMENT COMP	39.57
9-2202-419-50-115-065-0- 260	DBM-W/C DIV-	WORKERS COMP	15.83
		TOTAL BUDGET INCREASE (DECREASE)	**94,137.56**

REASON: TO FUND NEGATIVE BALANCES AND PROJECTED EXPENDITURES FOR 2009.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-14559 **19.D.8.**

Appropriation for Tower Road Projects
CC REGULAR

Date:	03/17/2009
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Yolanda Cisneros
Department:	COMM. PCT. #2
Agenda Category:	Budget and Management

Information

CAPTION

Pct. #2 R&B (1202):
Approval of 2009 appropriation of funds for Precinct #2 R&B in the amount of $456,815.19 for Tower Road Project and for South Tower Estates 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:

Appropriation in 731, 733 & 734 in the amounts of $106,815.19, $100,000.00 & $250,000.00 (respectively). Funding available for appropriation as of 03/13/2009.

Attachments

Link: 2009 BA for Pct 2-Tower Road Projects

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	03/13/2009 01:12 PM	APRV
2	Dale Kennan	Dale Kennan	03/13/2009 02:22 PM	APRV
3	Auditor's Office		03/13/2009 04:31 PM	NEW

Form Started By: Yolanda Cisneros — Started On: 03/13/2009 11:15 AM

Final Approval Date: 03/13/2009

DATE: March 13, 2009

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No.2

ACCOUNT NUMBER: 9-1202-431-00-122-027-0-XXX Tower R

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
9-1202-431-00-122-027-0-731	TOWER RD (MOORE-BALLI)-ROADS	$106,815.19
9-1202-431-00-122-027-0-733	TOWER RD (MOORE-BALLI)-DRAIN DITCHES & STRUCTURES	$100,000.00
9-1202-431-00-122-027-0-734	TOWER RD (MOORE-BALLI)-SUBDIVISION STREETS	$250,000.00
	TOTAL BUDGET INCREASE (DECREASE)	$456,815.19

REASON: This appropriation is needed for the continue construction SouthTower Road Project (Rancho Blanco - Moore Rd) and to start reconstruction road & streets on South Tower Estates Subd. (N.E. Corner of S.Tower & Rancho Blanco).

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-14560 **19.D.9.**

Co Clerk Record Archive - Budget Appropriation (Temp. Employees)
CC REGULAR

Date:	03/17/2009
Submitted By:	Sylvia Solis, BUDGET & MANAGEMENT
Submitted For:	Dina Trevino
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management Purchasing only: Budget Appropriations

Information

CAPTION

Co Clerk Record Archive (1100):
Approval of 2009 appropriation of funds for the Co Clerk Record Archive fund in the amount of $44,900.90.

BACKGROUND

To fund negative balance and end of year expenditures for temporary full-time employees.

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-415-40-180-002-0-XXX

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

BUDGETARY IMPACT:

Appropriation of funds in the total amount of $44,900.90. Funds available in reserved F/B account as of 3/13/09.

Acct #9-1100-250-10-000-004-0-000 "Reserved F/B-CC Records Archive Fees"

Attachments

Link: Co. Clerk Record Archive appropriation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sylvia Solis	Sylvia Solis	03/13/2009 02:35 PM	APRV
2	Budget & Management	Veronica Lopez	03/13/2009 02:51 PM	APRV
3	Ivan Cantu	Ivan Cantu	03/13/2009 03:03 PM	APRV
4	Auditor's Office		03/13/2009 04:31 PM	NEW

Form Started By: Sylvia Solis Started On: 03/13/2009 01:22 PM

Final Approval Date: 03/13/2009

DATE: March 13, 2009

2009
Appropriation

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Dept. of Budget & Mgmt for Co. Clerk Record Archive

ACCOUNT NUMBER: 9-1100-415-40-180-002-0-XXX

Contact Person: Sylvia Solis **Ph#:** (956) 292-7025 ext. 5423

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
9-1100-415-40-180-002-0-121	Co. Clerk Record Archive - Temp F/T Employee	41,440.61
9-1100-415-40-180-002-0-260	Co. Clerk Record Archive - Workers Comp	82.88
9-1100-415-40-180-002-0-220	Co. Clerk Record Archive - FICA	3,170.21
9-1100-415-40-180-002-0-250	Co. Clerk Record Archive - Unemployment Comp	207.20
	TOTAL BUDGET INCREASE (DECREASE)	**44,900.90**

REASON: To appropriate funding for the Co. Clerk Record Archives to fund negative balance and end of year salary related expenditures. **Note: Monies are to be unreserved from acct #9-1100-250-10-000-004-0-000 "Reserved F/B-CC Records Archive Fees"**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-14459 **19.E.1.**

Create Temporary Positions for Las Milpas Pool

CC REGULAR

Date:	03/17/2009
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Yolanda Cisneros
Department:	COMM. PCT. #2

Agenda Category: Precinct #2 **Purchasing only:** Salary Schedule Changes

Information

CAPTION

Pct. #2 Parks (1212):
A. Approval to create 3 temporary part-time Lifeguard positions, slot #'s. T026, T027 & T028 and set salary @ $9.50 per hour, employment not to exceed six months and/or 12/31/2009.
B. Approval to create 2 temporary part-time Attendant positions, slot #'s 122-008-T029 & T030 and set salary @ $8.65 per hour, employment not to exceed six months and/or 12/31/2009.
C. Approval of revised salary schedule.

BACKGROUND

Temporary employees will work for approximately 10 weeks (36 hrs per week) for the Summer starting on June 2, 2009 until August 2, 2009.

Fiscal Impact

FISCAL YEAR: 9 **ACCT. #:** 9-1212-452-00-122-008-0-XXX

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

BUDGETARY IMPACT:

To be funded from Pct 2 Parks fund balance.

Attachments

Link: Letter of Transmittal
Link: Fiscal Note
Link: Attendant PAR
Link: Lifeguard PAR
Link: Lifeguard Job Description
Link: Attendant Job Description
Link: PARKS PCT 2 - SALARY SCHEDULE

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status

1	Budget & Management	Veronica Lopez	03/11/2009 06:44 AM	APRV
2	Dale Kennan	Dale Kennan	03/12/2009 10:21 AM	APRV
3	Auditor's Office		03/13/2009 04:31 PM	NEW

Form Started By: Yolanda Cisneros

Started On: 03/10/2009 01:50 PM

Final Approval Date: 03/13/2009

RECEIVED
MAR 1 1 2009
Human Resources

Letter of Transmittal

HIDALGO COUNTY
DEPARTMENT OF BUDGET AND MANAGEMENT

Date: 3/11/09

To: Esther Cortez, Human Resources Director

From: Valde Guerra
Commissioner Court Executive Officer

Attached, please find ___1___ original set (s) of an H.R. related agenda item that requires H.R. **review** and **approval**. Please return original document with corresponding signature of approval.

AI: 14459

C.C. Date: **3/17/09**

Dept: Pct. 2 Parks

Note: Personnel adjustment forms must be reviewed and signed by an authorized HR representative and returned to Budget & Management Dept. by 11:00 am on Friday's for inclusion on the following weeks Commissioners' Agenda.

Human Resources Dept:

Received By: Sylvia Rios

Title: Chief Admin.

Date: 03-11-09 **Time:** 2:21

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, March 17, 2009 **Agenda Item:** AI-14459

Summary of request/proposal:
Precinct 2 is requesting the approval to create three (3) temporary part-time Lifguard positions (slot #122-008-T026, T027 & T028) and create two (2) temporary part-time Attendant positions (slot #122-008-T029 & T030) for Precinct 2 Parks. Note the term of

Fund	Position	Slot#	Obj	Salary Per Hour	Hours per Week	Total Funding Requested
1212	Lifegaurd	T026	122	9.50	36.00	3,420.00
1212	Lifegaurd	T027	122	9.50	36.00	3,420.00
1212	Lifegaurd	T028	122	9.50	36.00	3,420.00
1212	Attendant	T029	122	8.65	36.00	3,114.00
1212	Attendant	T030	122	8.65	36.00	3,114.00
				45.80	180.00	16,488.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
9-1212-452-00-122-008-0-	122	PARKS PCT.2-	TEMP P/T EMPLOYEES	$16,488.00
9-1212-452-00-122-008-0-	211	PARKS PCT.2-	HEALTH INSURANCE	
9-1212-452-00-122-008-0-	212	PARKS PCT.2-	LIFE INSURANCE	
9-1212-452-00-122-008-0-	220	PARKS PCT.2-	FICA	$1,261.33
9-1212-452-00-122-008-0-	230	PARKS PCT.2-	RETIREMENT	
9-1212-452-00-122-008-0-	250	PARKS PCT.2-	UNEMPLOYMENT COMP	$82.44
9-1212-452-00-122-008-0-	260	PARKS PCT.2-	WORKER'S COMP	$549.05
			2009 Budgetary Impact	$18,380.82

Possible Funding Sources: **To be funded from Pct 2 Parks Fund Balance**

Budget Office Recommendation:

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Enter department Name

HIDALGO COUNTY PCT. 2 / #122

DATE: Enter Date

3/10/2009

CURRENT POSITION TITLE: Enter position Title

N/A

CURRENT SLOT. #: Enter current

122 – T029
122 – T030

REQUESTED POSITION TITLE: Enter New Position Title
(For new positions or reclassifications)

ATTENDANT (2) POSITIONS

REQUEST FOR:

☐ New Position ☒ Temporary Position ☐ Position Reclassification* ☐ Other _____

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST: #8.65/HR

Salary Amount: $ 0.00 (Current Budgeted Salary) $ 17912.00/YR x 2 POSITIONS $ = 35,984/YR (Proposed Budgeted Salary / Net Change)

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☒ Other Fund Balance EST. ACTUAL EXPENSE BASED ON 36 HRS/WK FOR 10 WEEKS @ #8.65/HR x 2 POSITIONS = #6,228.00 FOR SALARIES

POSITION Type:

Full Time Employee Object 113 ☐ Part Time Employee Object 114 ☐ #8.65/HR (Enter hourly rate for temp. positions)

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☒ $ 8.65 x 2080 HRS = 17,992.00 ANNUALLY (Hourly Rate * 2,080 hrs. per year = Annual Salary)

TEMPORARY POSITIONS:

06/02/2009	08/02/2009	1:00 p.m. – 7:00 p.m. Tuesday – Sunday	36	10 weeks
Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (7 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	X	Exempt	
Non-Exempt		Non-Exempt	X

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

Attendant is needed to take account of all daily attendance receipts of the pool, and will be doing light clerical duties like filling out reports & making deposits to the bank on a daily basis.

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

See Job Description

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	DATE 3/10/09	FUNDING AVAILABLE IN DEPT. BUDGET	[X] YES	[ ] NO
2.	HUMAN RESOURCES DIRECTOR	DATE 3/11/2009	PERSONNEL PROCEDURES COMPLETED	[✓] YES	[ ] NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE 3/13/2009	BUDGET PROCEDURES COMPLETED	[✓] YES	[ ] NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Enter department Name

HIDALGO COUNTY PCT. 2 / #122

DATE: Enter Date

3/10/2009

CURRENT POSITION TITLE: Enter position Title

N/A

CURRENT SLOT. #: Enter current

122 – T026
122 – T027
122 – T028

REQUESTED POSITION TITLE: Enter New Position Title
(For new positions or reclassifications)

LIFEGUARD (3) POSITIONS

REQUEST FOR:

☐ New Position ☒ Temporary Position ☐ Position Reclassification* ☐ Other _____

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

$9.50/HR

Salary Amount: $ 0.00 (Current Budgeted Salary) $ 19,760/YR x 3 POSITIONS (Proposed Budgeted Salary) = $59,280.00 ANNUALLY (Net Change)

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☒ Other Fund Balance EST. ACTUAL EXPENSE BASED ON 36 HRS/WK FOR 10 WEEKS @ $9.50/HR x 3 POSITIONS = $10,260.00 FOR SALARIES

POSITION Type:

Full Time Employee Object 113 ☐ Part Time Employee Object 114 ☐ $9.50/HR

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☒ $ 9.50 x 2080 Hrs = 19760.00 ANNUALLY

Enter hourly rate for temp. positions

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

06/02/2009	08/02/2009	1:00 p.m. 7:00 p.m. Tuesday – Sunday	36	10 Weeks
Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:

Exempt ☒ Non-Exempt ☐

FLSA:

Exempt ☐ Non-Exempt ☒

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

Appropiate Certified Lifeguards are required to open LAS MILPAS PARK / POOL for ensuring and maintaning public safety for our recreation facility.

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

See Job Description

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	DATE 3/10/09	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE 3/11/2009	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE 3/13/2009	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
PARKS

JOB TITLE: Lifeguard FLSA STATUS: NE

DEPARTMENT: 122 CIVIL SERVICE STATUS: E

SUMMARY

This is a responsible position that requires either Red Cross or other appropriate certification in the operation and techniques of lifeguard safety in a public recreation facility. The lifeguard will be responsible for ensuring and maintaining public safety and health in a public recreation facility such as a swimming pool. This is a temporary position.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Maintains daily activity log sheets including daily attendance logs.
- Performs light bookkeeping and accounting work such as tabulating daily attendance receipts, maintaining employee sign-in and sign-out sheets.
- May be required to attend training meetings from time to time and work extra work hours as deemed necessary.
- Regular attendance is a must.
- Ability to work well with others.

QUALIFICATION 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 functions.

EDUCATION and/or EXPERIENCE

- High School diploma or GED;
- Red Cross or other appropriate certification as a Lifeguard.
- Should have experience in a public recreation facility setting including log-keeping, regulations and operation to ensure the general safety and health in a public recreation facility.

CERTIFICATES, LICENSES, REGISTRATIONS

- Must possess a valid Texas Drivers License;
- Must possess a valid Red Cross or other appropriate agency certificate as a Lifeguard.
- Must be able to be insured by the County's insurance carrier.

OTHER SKILLS AND ABILITIES

- Ability to use pool cleaning equipment.

- Bilingual ability (Spanish and English) with the ability to converse fluently in both languages, preferred.
- Knowledge of operational equipment associated with a public recreation facility.
- May be required to utilize personal automobile on office related business.
- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County.

PHYSICAL DEMANDS
The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is required to talk or hear. The employee is required to stand. The employee is required to walk; sit; use hands to finger, handle or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

The employee must occasionally lift and/or move up to twenty-five (25) pounds. Specific vision abilities required by this job include close vision, depth perception and the ability to adjust focus.

WORK ENVIRONMENT
The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS
Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following;

- Sitting for extended periods of time
- Operating assigned equipment

Maintain mental capacity which permits:
- Making sound decisions and using good judgment
- Demonstrating intellectual capabilities

Effectively handle work environments and conditions which involve:
- Working closely with others
- Working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:
- Making observations
- Reading and writing
- Operating assigned equipment
- Communicating with others

ACCIDENT PREVENTION PROGRAM
Required to follow all departments' safety regulations

HIDALGO COUNTY
PARKS

JOB TITLE: Attendant FLSA STATUS: NE

DEPARTMENT: 122 CIVIL SERVICE STATUS: E

SUMMARY

Performs light clerical duties, responsible for daily attendance figures and receipts, maintains daily log of activities. This is a temporary position.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Maintains daily activity log sheets including daily attendance logs.
- Performs light bookkeeping and accounting work such as tabulating daily attendance receipts, maintaining employee sign-in and sign-out sheets.
- May be required to attend training meetings from time to time and work extra work hours as deemed necessary.
- May maintain an inventory of supplies and equipment and shall inform Parks Foreman/Director of inventory status to enable Foreman/Director to order replacements as needed to insure adequate stock.
- Regular attendance is a must.
- Ability to work well with others.

QUALIFICATION 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 functions.

EDUCATION and/or EXPERIENCE

- High School diploma or GED;
- Should have experience in a public recreation facility setting including log-keeping and daily attendance receipt tabulations.

CERTIFICATES, LICENSES, REGISTRATIONS

- Must possess a valid Texas Drivers License;
- Must be able to be insured by the County's insurance carrier.

OTHER SKILLS AND ABILITIES

- Ability to use office equipment, such as copier and calculator.
- Bilingual ability (Spanish and English) with the ability to converse fluently in both languages, preferred.
- Knowledge of personal computer and software.

- May be required to utilize personal automobile on office related business.
- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County.

PHYSICAL DEMANDS
The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is required to talk or hear. The employee is required to stand. The employee is required to walk; sit; use hands to finger, handle or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

The employee must occasionally lift and/or move up to twenty-five (25) pounds. Specific vision abilities required by this job include close vision, depth perception and the ability to adjust focus.

WORK ENVIRONMENT
The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS
Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following;

- Sitting for extended periods of time
- Operating assigned equipment

Maintain mental capacity which permits:
- Making sound decisions and using good judgment
- Demonstrating intellectual capabilities

Effectively handle work environments and conditions which involve:
- Working closely with others
- Working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:
- Making observations
- Reading and writing
- Operating assigned equipment
- Communicating with others

ACCIDENT PREVENTION PROGRAM
Required to follow all departments' safety regulations

HIDALGO COUNTY
COMMISSIONER COURT
2009 SALARY SCHEDULE

1202-431-00-122-XXX-0

AI - 14459

PCT. 2 PARKS

Slot #	Obj Code	POSITION TITLE	2008 BUDGETED SALARY	2009 ADJUSTED SALARY	2009 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2009 BUDGETED SALARY	2009 ACTUAL SALARY	Other Allowances					2009 ACTUAL TOTAL
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001I	113	FOREMAN	31,017.00	0.00	31,017.00	0.05	1,550.85	0.00	32,567.85	32,568.00	900.00	0.00	0.00	0.00	0.00	33,468.00
0002I	113	CRC COORDINATOR	30,258.00	0.00	30,258.00	0.05	1,512.90	0.00	31,770.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0003I	113	MAINTENANCE III	25,424.00	0.00	25,424.00	0.05	1,271.20	728.80	27,424.00	27,424.00	1,140.00	0.00	0.00	0.00	0.00	28,564.00
0004I	113	MAINTENANCE I	24,059.00	0.00	24,059.00	0.05	1,202.95	797.05	26,059.00	23,589.00	480.00	0.00	0.00	0.00	0.00	24,069.00
0005I	113	MAINTENANCE I	23,854.00	0.00	23,854.00	0.05	1,192.70	807.30	25,854.00	22,805.00	0.00	0.00	0.00	0.00	0.00	22,805.00
0006I	113	MAINTENANCE I	22,907.00	0.00	22,907.00	0.05	1,145.35	854.65	24,907.00	20,689.00	0.00	0.00	0.00	0.00	0.00	20,689.00
0007I	113	MAINTENANCE I	20,345.00	0.00	20,345.00	0.05	1,017.25	982.75	22,345.00	20,689.00	0.00	0.00	0.00	0.00	0.00	20,689.00
0008I	113	MAINTENANCE I	20,345.00	0.00	20,345.00	0.05	1,017.25	982.75	22,345.00	22,345.00	360.00	0.00	0.00	0.00	0.00	22,705.00
0009I	113	MAINTENANCE I	20,345.00	0.00	20,345.00	0.05	1,017.25	982.75	22,345.00	22,345.00	300.00	0.00	0.00	0.00	0.00	22,645.00
0010I	113	MAINTENANCE I	20,285.00	0.00	20,285.00	0.05	1,014.00	986.00	22,285.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0011I	113	MAINTENANCE I	20,285.00	0.00	20,285.00	0.05	1,014.25	985.75	22,285.00	19,680.00	0.00	0.00	0.00	0.00	0.00	19,680.00
0014I	113	EXECUTIVE ASSISTANT	10,000.00	0.00	10,000.00	0.05	500.00	0.00	10,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0018I	113	CHIEF ADMINISTRATOR	7,000.00	0.00	7,000.00	0.05	350.00	0.00	7,350.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0024I	113	MAINTENANCE I	19,760.00	0.00	19,760.00	0.05	988.00	1,012.00	21,760.00	19,680.00	0.00	0.00	0.00	0.00	0.00	19,680.00
0025I	113	MAINTENANCE I	19,760.00	0.00	19,760.00	0.05	988.00	1,012.00	21,760.00	19,680.00	0.00	0.00	0.00	0.00	0.00	19,680.00
			315,644.00	0.00	315,644.00		15,781.95	10,131.80	341,557.75	251,494.00	3,180.00	0.00	0.00	0.00	0.00	254,674.00

++++++ADD++++++

T026	122	LIFEGUARD			19,760.00				19,760.00							
T027	122	LIFEGUARD			19,760.00				19,760.00							
T028	122	LIFEGUARD			19,760.00				19,760.00							
T029	122	ATTENDANT			17,992.00				17,992.00							
T030	122	ATTENDANT			17,992.00				17,992.00							

AI-14505 **20.4.**

Requesting Approval of Interlocal with the City of Edinburg for Two Bus Shelters.

CC REGULAR

Date:	03/17/2009
Submitted By:	Rocio Villarreal, PURCHASING DEPT.
Submitted For:	Rocio Villarreal
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Presentation for discussion, consideration, and approval to enter into an Interlocal Cooperation Agreement between Hidalgo County and the City of Edinburg for the placement of two (2) bus stop shelters on county property.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-419-40-220-001-0-671

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

BUDGETARY IMPACT:

County to provide existing space and one concrete pad for the 2 bus stop shelters. Available balance is $218,711.16 as of 3/12/09.

Attachments

Link: Inerlocal

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/12/2009 02:37 PM	APRV
2	Budget & Management	Veronica Lopez	03/12/2009 02:48 PM	APRV
3	Dale Kennan	Dale Kennan	03/12/2009 04:16 PM	APRV
4	Auditor's Office		03/13/2009 04:31 PM	NEW

Form Started By: Rocio Villarreal — Started On: 03/11/2009 03:16 PM

Final Approval Date: 03/13/2009

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

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

THIS Agreement is made on this the ____ day of _____, 2008, by and between the **CITY OF EDINBURG, TEXAS** hereinafter referred to as "City", and the **COUNTY OF HIDALGO, TEXAS,** hereinafter referred to as "County", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, City is a home rule municipality located in Hidalgo County, Texas:

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

WHEREAS, the City desires to place two (2) bus stop shelters (the "Shelters") on County property in order to provide better and more efficient bus service to City and County residents;

WHEREAS, County has determined that the residents of County will receive a benefit from the proposed Bus Shelters.

WHEREAS, County has determined that placement of the Shelters on the County property as described herein will not interfere with the County's use of the surrounding County property;

WHEREAS, City and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et seq., (the "Act") which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act;

NOW THEREFORE, City and County, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. City agrees to construct or have placed two (2) Shelters at the locations described in Exhibit "A" attached hereto and incorporated herein for all purposes.

2. County shall allow the City to construct or have placed on County property, the Shelters as described in Exhibit "A" at no cost to City.

3. City shall incur all costs associated with construction or placement of the Shelters and shall be responsible for all maintenance and repair of such Shelters, except that County agrees to provide a concrete pad for the East

Richardson site in accordance with the City of Edinburg site plan attached hereto as Exhibit "A".

4. City shall be responsible for complying with the American Disabilities Act ("ADA") and any other applicable state or federal laws in the construction or placement of the Shelters.

5. City shall be allowed to erect signs on the Bus Stop Shelter or adjacent to the Shelters only upon approval by County but shall remove all signs at the termination of this Agreement and shall repair any damage caused by such removal.

6. Upon expiration of this Agreement, City shall be allowed to remove any equipment or structures which City has installed or constructed, however, if such removal damages County's property, City shall repair or pay for the repair of any such damage.

7. City further agrees to provide general liability insurance in an amount acceptable to the County (see Exhibit "B") naming the County as an additional insured for the Shelters and shall keep such liability insurance in effect for the duration of this Agreement or the existence of the Shelters on County property, whichever is later.

8. Should the County determine at any time that County requires the use of the property where the Shelters are located, for County purposes, County shall provide City with thirty (30) days written notice that this Agreement shall terminate and that such Shelters and related apparatus must be removed no later than forty-five (45) days from such notice.

9. **Conflict with Applicable Law**. Nothing in this Agreement shall be construed to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any (applicable law,) 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. The Agreement shall be modified only to the extent as necessary to conform the agreement to the applicable law bring them within the legal requirements and only during the time such conflicts exists.

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

11. **Entire Agreement**. This Agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party has made (either directly or through any agent or representative) any representation 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 City and County, and not otherwise.

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

13. **Notice**. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or 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 City: Attention:	City of Edinburg City of Manager P.O. Box 1079 210 W. McIntyre Edinburg, TX 78540
If to County:	County of Hidalgo Attention: J.D. Salinas, III, County Judge P.O. Box 758 Edinburg TX 78540-0758

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.

14. **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.

15. **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.

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

17. **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 of paragraph hereof.

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

19. **Authority to Execute**. The execution and performance of this Agreement by each of the parties have been duly authorized by all necessary laws, resolutions, ordinances or government body action, and this Agreement constitutes the valid and enforceable obligations of the parties hereto in Accordance with its terms.

20. **Governmental Purpose**. Each party hereto is entering into this agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

21. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. 271.903.

22. **Severability**. Should any phrase, clause, sentence or section of this Agreement be judicially declared to be invalid, unenforceable or void, such decision will not have the effect of invalidating or voiding the remainder of this Agreement, and such part of this Agreement will be deemed to have been stricken herefrom and the remainder of this Agreement will have the same force and effect as if such part or parts had never been included herein.

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

THE CITY OF EDINBURG

_____

Joe Ochoa, Mayor

ATTEST:

_____
City Secretary

COUNTY OF HIDALGO

_____
J.D. Salinas, III, County Judge

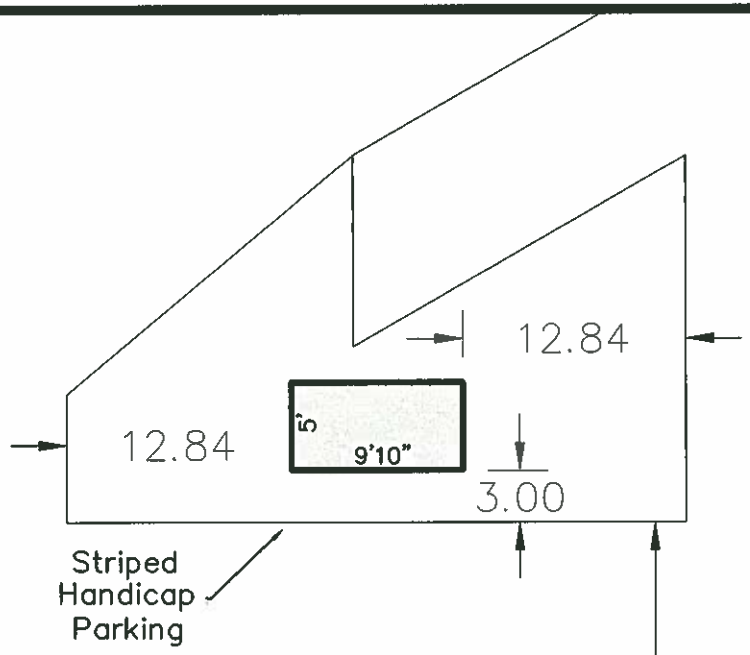
ATTEST:

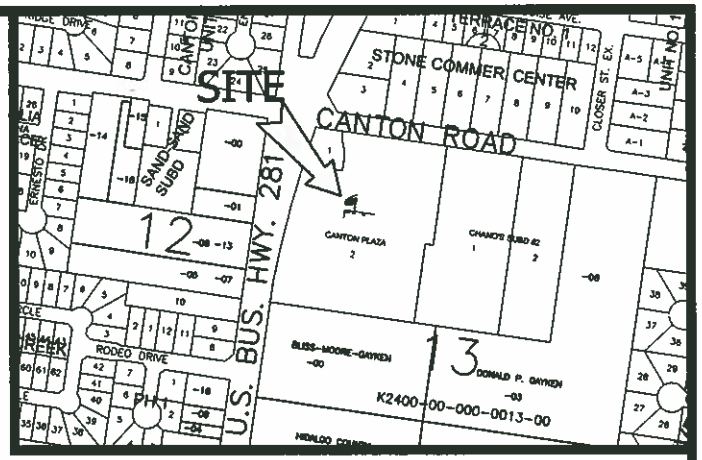
_____
Arturo Guajardo, Jr., County Clerk

APPROVE AS TO FORM:

ATLAS & HALL, LLP

_____
By: Stephen Crain





THE CITY OF EDINBURG

HIDALGO COUNTY BUS SHELTER SITE PLAN

PREPARED BY: P & Z DEPARTMENT

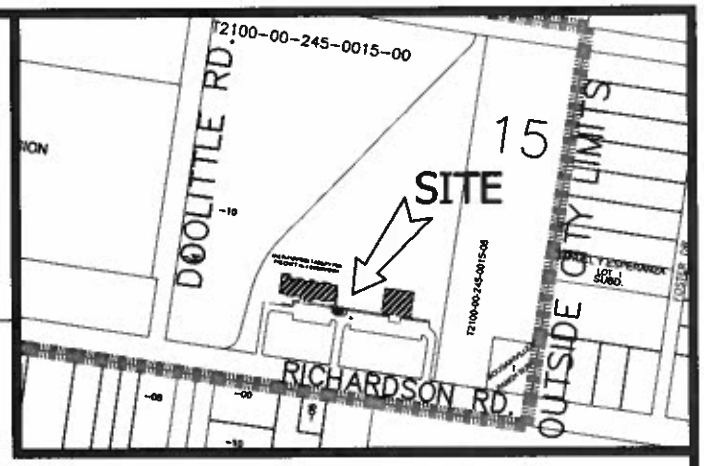
DATE PREPARED:

N

N.T.S.

EXHIBIT

A



5' SIDEWALK

5.00

9'

5'

10.00

14.01

PROPOSED 4' SIDEWALK

Proposed Rio Metro Bus Shelter

2.50

HANDICAP RAMP

B.O.C.

THE CITY OF EDINBURG

LEGEND	
	SHELTER LOCATION
B.O.C	BACK OF CURB
	EXISTING TREE

HIDALGO COUNTY
HEADSTART / HEALTH CLINIC
BUS SHELTER
SITE PLAN

PREPARED BY: P & Z DEPARTMENT

DATE PREPARED: 10/16/2008 9:45:07 AM

N

N.T.S.

TML
INTERGOVERNMENTAL RISK POOL

Certificate of Coverage

TML-IRP Contract Number:	9460

Member:
Edinburg
Ms Alma Longoria
Director of Personnel
PO Box 1079
Edinburg,Texas 78540-1079

Company Affording Coverage:
Texas Municipal League Intergovernmental Risk Pool
PO Box 149194
Austin, TX 78714-9194
(512) 491-2300 or (800) 537-6655
Fax: (512) 491-2404

Certificate Holder:
Hidalgo County
101 East Cano (5th Floor)
Edinburg, Texas 78539

This is to certify that the coverages listed below have been provided to the member and are in effect at this time. Notwithstanding any requirements, terms, or conditions of any other contract or agreement with respect to which this certificate may be issued or may pertain, the coverage afforded by the Texas Municipal League Intergovernmental Risk Pool (TML-IRP) described herein is subject only to the terms, exclusions and additions of TML-IRP's coverage contracts between TML-IRP and its member(s). Coverage is continuous until canceled.

General Liability	Effective Date:	10/1/2008	
	Anniversary Date:	10/1/2009	
Limits of Liability (Each Occurrence):		$2,000,000	
Sudden Events Involving Pollution (Each Occurrence):		$2,000,000	
Annual Aggregate:		$4,000,000	
Deductible per Occurrence:		$5,000	
Law Enforcement Liability	Effective Date:		
	Anniversary Date:		
Limits of Liability (Each Occurrence):			
Annual Aggregate:			
Deductible per Occurrence:			
Errors and Omissions Liability	Effective Date:		
	Anniversary Date:		
Limits of Liability(Each Wrongful Act):			
Annual Aggregate:			
Deductible per Occurrence:			
Auto Liability	Effective Date:		
	Anniversary Date:		
Limits of Liability (Each Occurrence):			
Deductible per Occurrence:			
Auto Physical Damage	Effective Date:		
	Anniversary Date:		
Limits of Liability:			
Collision Deductible:			
Comprehensive Deductible:			

	Yes	No
Loss Payee:		

Real & Personal Property	Effective Date:	
	Anniversary Date:	
Limits of Coverage:		
Deductible per Occurrence:		
Mobile Equipment	Effective Date:	
	Anniversary Date:	
Limits of Coverage:		
Deductible per Occurrence:		
Boiler & Machinery - Broad Form	Effective Date:	
	Anniversary Date:	
Per Accident Limit:		
Deductible per Occurrence:		

	Yes	No
Mortgagee		
Loss Payee		
Loan Number:		

Year/Make/Model	VIN	Value
Loan Number:		

DESCRIPTION:
Confirmation of coverage as respects to the Bus Shelters located at 2804 U.S. Highway 281, Edinburg, Hidalgo County, Texas, and 3215 Richardson Road, Edinburg, Hidalgo County, Texas. General Liability Coverage is primary.

Cancellation: Should any of the above described coverages be canceled before the anniversary date thereof, TML-IRP will endeavor to mail 30 days written notice to the above named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon TML-IRP.

Authorized Representative Louis R. Canales, Jr.

Date Issued 11/24/2008



City of Edinburg
NOV 24 2008
10/15/08
Dept. of Personnel

ADDITIONAL COVERED PARTY - OTHER GOVERNMENTAL ENTITY
LIMITED TO ACTIVITIES OF THE FUND MEMBER

This endorsement forms a part of the **Declarations** to which attached, effective on the inception date of the coverage unless otherwise stated herein, and modifies such coverage as is afforded by the provisions of the coverages shown below:

GENERAL LIABILITY
AUTOMOBILE LIABILITY
LAW ENFORCEMENT LIABILITY
ERRORS & OMISSIONS LIABILITY

Entity Name : City of Edinburg
Entity ID : 9460
Effective Date : 10/31/08

It is agreed that the "Covered Parties" provisions of the coverages listed above are amended to include as a **covered party** the governmental entity named below, but only with respect to the liability arising out of activities of the **Fund Member**. Such coverage shall not exceed the limits of coverage as set forth in the **Declarations**.

Governmental Entity: Hidalgo County

Address: 101 East Cano (5th Floor)

City, State & Zip Code: Edinburg, Texas 78539

Description

As respects to the Bus Shelters located at 2804 U.S. Highway 281, Edinburg, Hidalgo County, Texas, and 3215 Richardson Road, Edinburg, Hidalgo County, Texas. General Liability Coverage is primary.

TEXAS MUNICIPAL LEAGUE INTERGOVERNMENTAL RISK POOL

City of Edinburg
EL253
07/22/02 NOV 24 2008
Dept. of Personnel

TML
INTERGOVERNMENTAL RISK POOL

Certificate of Coverage

TML-IRP Contract Number:	9460

Member:
Edinburg
Ms Alma Longoria
Director of Personnel
PO Box 1079
Edinburg,Texas 78540-1079

Company Affording Coverage:
Texas Municipal League Intergovernmental Risk Pool
PO Box 149194
Austin, TX 78714-9194
(512) 491-2300 or (800) 537-6655
Fax: (512) 491-2404

Certificate Holder:
County of Hidalgo
Purchasing Department/Administration Building
101 East Cano (5th Floor)
Edinburg, Texas 78539

This is to certify that the coverages listed below have been provided to the member and are in effect at this time. Notwithstanding any requirements, terms, or conditions of any other contract or agreement with respect to which this certificate may be issued or may pertain, the coverage afforded by the Texas Municipal League Intergovernmental Risk Pool (TML-IRP) described herein is subject only to the terms, exclusions and additions of TML-IRP's coverage contracts between TML-IRP and its member(s). Coverage is continuous until canceled.

General Liability	Effective Date:	10/1/2008	**Real & Personal Property**	Effective Date:	
	Anniversary Date:	10/1/2009		Anniversary Date:	
Limits of Liability (Each Occurrence):		$2,000,000	Limits of Coverage:		
Sudden Events Involving Pollution (Each Occurrence):		$2,000,000	Deductible per Occurrence:		
Annual Aggregate:		$4,000,000	**Mobile Equipment**	Effective Date:	
Deductible per Occurrence:		$5,000		Anniversary Date:	
Law Enforcement Liability	Effective Date:		Limits of Coverage:		
	Anniversary Date:		Deductible per Occurrence:		
Limits of Liability (Each Occurrence):			**Boiler & Machinery - Broad Form**	Effective Date:	
Annual Aggregate:				Anniversary Date:	
Deductible per Occurrence:			Per Accident Limit:		
Errors and Omissions Liability	Effective Date:		Deductible per Occurrence:		
	Anniversary Date:			Yes	No
Limits of Liability(Each Wrongful Act):			Mortgagee		
Annual Aggregate:			Loss Payee		
Deductible per Occurrence:			Loan Number:		
Auto Liability	Effective Date:		**Year/Make/Model**	**VIN**	**Value**
	Anniversary Date:				
Limits of Liability (Each Occurrence):					
Deductible per Occurrence:					
Auto Physical Damage	Effective Date:				
	Anniversary Date:				
Limits of Liability:					
Collision Deductible:					
Comprehensive Deductible:					
	Yes	No			
Loss Payee:			Loan Number:		

DESCRIPTION:
Confirmation of coverage as respects to the Bus Shelters located at 2804 U.S. Highway 281, Edinburg, Hidalgo, Texas, and 3215 Richardson Road, Edinburg, Hidalgo, Texas. General Liability Coverage is primary.

Cancellation: Should any of the above described coverages be canceled before the anniversary date thereof, TML-IRP will endeavor to mail 30 days written notice to the above named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon TML-IRP.

Authorized Representative
Louis R. Canales Jr.

Date Issued
11/3/2008

X102
10/15/08

AI-14497 **20.5.**

Requesting Approval of Auctioneer Services Agreement with Abrego & Towing

CC REGULAR

Date:	03/17/2009
Submitted By:	Rocio Villarreal, PURCHASING DEPT.
Submitted For:	Rocio Villarreal
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Hidalgo County

Information

CAPTION

Presentation for discussion, consideration, and approval to execute the final agreement (approved as to form by legal counsel) for auctioneer services with Abrego Towing & Storage LLC, as awarded by CC on 03/03/09.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** obj. 346 all funds

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

BUDGETARY IMPACT:

funding source is object code 346 "Freight & Hauling Services". For funding availability please refer to attached expense report for all funds and all departments as of 3-12-09.

Attachments

Link: Scanned Contract

Link: Expense report as of 3-12-09

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/12/2009 09:57 AM	APRV
2	Budget & Management	Veronica Lopez	03/12/2009 10:33 AM	APRV
3	Ivan Cantu	Ivan Cantu	03/12/2009 12:51 PM	APRV
4	Auditor's Office		03/13/2009 04:31 PM	NEW

Form Started By: Rocio Villarreal Started On: 03/11/2009 02:32 PM

Final Approval Date: 03/13/2009

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR AUCTIONEER SERVICES
C-09-058-03-03

THIS AGREEMENT FOR AUCTIONEER SERVICES (the Agreement) is entered into effective as of this the 3rd day of **March, 2009** by and between **HIDALGO COUNTY, TEXAS**, ("County") and **Abrego Towing & Storage LLC, a Texas Limited Liability Company**, ("Company").

WHEREAS, County has solicited proposals from qualified parties to conduct public auction sales of surplus and/or seized property (Trailer/Semi-Trailer, Independent Motorcycles, Travel Trailer, and Wholesale) belonging to County, Department of Community Supervision and Corrections, Hidalgo County Headstart, Women Infant and Children, Urban County, Hidalgo County HIDTA Task Force, District Attorney, Sheriff's Office; and

WHEREAS, Auctioneer has submitted a bid to provide the services required by County in accordance with the request for Bids attached hereto as Exhibit "A"(Procurement Packet) and Auctioneer bid proposal attached hereto as Exhibit "B" (Bid Page); and

WHEREAS, County has determined that the proposal by Auctioneer is the lowest and best bid submitted, and a contract should be awarded to Auctioneer; and

WHEREAS, the parties wish to further reduce to writing their representations, warranties and agreements regarding the services to be provided by Auctioneer to County.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows;

1. In the event County, in its sole discretion, determines that surplus or seized property in its possession is to be sold and that the services of a state-licensed auctioneer are required, the County will publish in at least one newspaper of general circulation in the County, at its own expense pursuant to Chapter 263.153 of the Texas Local Government Code, an advertisement of the sale of surplus or salvage property. Such notice shall be published on or after the 30th day but before the 10th day before the date of sale.

2. Auctioneer agrees to provide the services as described in the Specifications attached hereto as Exhibit "A (the "Services") for and on behalf of County.

3. For and in consideration of Auctioneer's services hereunder, County agrees to pay Auction a fee equal to twelve percent (12%) of the gross sales receipts of any auction conducted by Auctioneer. Such amount may be deducted from the sales receipts by Auctioneer prior to remitting to County the cashier's check for the net sales.

4. The term of this agreement shall be for a period of one (1) year from the effective date hereof, as first- written above. County, in its sole discretion, may elect to extend the term of this ~~contract for an additional two (2) one year term, under the same rates, terms and conditions. Contract~~ may be extended at the sole discretion of County for an additional sixty (60) days Grace Period at the end of the contract term for unforeseen delay in award of the new bid for the next contract term. unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

5. Auctioneer represents and warrants to County as follows:

(a) Auctioneer is licensed by all appropriate federal, state and local agencies to conduct the Services herein described.

(b) A true and correct copy of Auctioneer's license is attached hereto as Attachment #1 to Exhibit "B".

(c) Auctioneer has been issued a Auctioneer License and Independent Dealer General Distinguishing Number or GDN, as evidenced by Attachment #1 to Exhibit "B".

(d) Auctioneer understands that County retains the sole discretion to determine if an auction is to be conducted which requires the services of a licensed auctioneer, and that the awarding of this bid and the execution of this Agreement by County do not constitute any representation or guaranteed that any such auction will occur.

(e) Concurrently with his execution of this Agreement, Auctioneer has presented to County a certificate of insurance indicating a Five-Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy, naming County as an additional insured. 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 Dollars ($500,000.00) arising out of the services provided to County hereunder. 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. Each policy of insurance required hereunder shall extend for a period equivalent to the term of this Agreement. Auctioneer

shall give at least thirty (30) days written notice to the County Judge prior to the cancellation of any such coverage.

(f) Auctioneer or any person providing service hereunder by or through Auctioneer shall be prohibited from purchasing any goods tendered by County hereunder for which Auctioneer has perform, directly or indirectly, the Services.

(g) County and Auctioneer agree that either party may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

6 Auctioneer agrees to promptly notify County of any suspension, termination or revocation of Auctioneer's License or of the liability insurance coverage required, hereunder, in which event County may, in its sole discretion, elect to immediately terminate this Agreement.

7. With respect to any property seized by any law enforcement agency of Hidalgo County, or any cooperative agency of which Hidalgo County is a party, including, but not limited to, the Hidalgo Intensity Drug Trafficking Area, Auctioneer agrees to store such property for County for the period prior to any sale being conducted. No storage fees will be assessed to County or any cooperative agency as herein described, for the storage o such property, without regard to the fact that such property is not, upon final adjudication, awarded to County, or that County, upon final award or adjudication, elects to retain such property for its own use, rather than to sell it at public or private auction. To the extent permitted by the court in which any forfeiture or seizure proceeding, Auctioneer may elect to charge its usual and customary storage or impoundment fees, consistent with the fee schedule attached hereto as Exhibit "B-1" and incorporated herein by reference, to the owners of seized property held by Auctioneer which is awarded back to such owners upon final adjudication of the forfeiture or seizure proceeding. Auctioneer shall announce at each auction prior to starting, that all vehicles must be registered within twenty (20) working days and that a vehicle to be exported shall be expored within seventy two (72) hours from date of auction sale Auctioneer shall also announce that all items are sold as is, and with no warranty. Vehicles that will be exported after the auction should be clearly marked on the vehicle's windshield.

8. Auctioneer agrees to provide a storage area consisting of three (3) acres and an enclosed warehouse, (minimum of 1,000 sq. ft), and will provide twenty-four hour security monitoring service (i.e. surveillance cameras and or security guards).

9. For all non-law enforcement departments, no property shall be allowed into Auctioneer's compound unless the property has been previously declared surplus through Commissioners' Court. Proof of such action must be requested by Auctioneer. Items being sent to Auctioneer for storage prior to auction must be cleared through the Purchasing Department's Surplus Manager. The Surplus Manager will coordinate with Auctioneer and the respective departments in

arranging for the transfer of items that are to be auctioned.

10. The storage area provided by Auctioneer pursuant to Paragraph 7, above, shall be open for business during normal working hours at least seven (7) hours, daily, excluding weekends and official County holidays. In addition, Auctioneer will maintain personnel at the storage location 24 hour per day, and will post emergency access telephone numbers for deliveries of property after hours, and on weekends or holidays.

11. Auctioneer will conduct any auction sale required hereunder at any location within Hidalgo County, as requested by County, including Auctioneer's auction center. Sales will be scheduled on dates and at times mutually convenient to the parties hereto, and so as to enhance the public's attendance at such sales. In the event a scheduled sale must be cancelled by either party hereto, or because of inclement weather, the sale will be rescheduled for the next appropriate date upon which both parties are available.

12. Unless minimum bids are otherwise specified by County in writing prior to conducting of an auction sale hereunder, all auctions will result in sales of all items to the highest bidder. County will, unless otherwise specified in writing, with sufficient advance notice to Auctioneer for inclusion in any auction catalogue or published listing, convey merchantable title to all goods sold at auction: the parties acknowledge, however, that County may, from time to time, be required to convey items without warranty of title.

13. Auctioneer will indemnify and hold County harmless from any and all claims, actions, liability and expenses (including costs of judgments, settlements, court costs, and attorneys' fees, regardless of the outcome of such claim or action) caused by, resulting from, or alleging negligent or intentional acts or omissions or any failure to perform any obligation undertaken or any covenant in this Agreement, whether such act, omission or failure was Auctioneer or that of any person providing services hereunder by or through Auctioneer. Upon written notice from County, Auctioneer will resist and defend at its own expense, and by counsel reasonably satisfactory to County, any such claim or action.

14. The terms and conditions of the specifications attached hereto as Exhibit "A" and the bid submitted by Auctioneer attached hereto as Exhibit "B" are incorporated herein by reference and are made a part hereof as if such were fully set forth herein. In the event of any conflict between any other term of this Agreement and those terms incorporated herein the provision set forth in the text of this Agreement shall control over the term or condition expressed in the provisions incorporated.

15. **Miscellaneous Provisions**

15.01 **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.

15.02 **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.

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

15.04 **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.

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

If to County:	Hidalgo County, Texas Attention: County Judge 100 E. Cano, 2nd Floor Edinburg, Texas 78539
With copy to:	Hidalgo County Purchasing Department Attention: Purchasing Agent 100 E. Cano, 4th Floor Edinburg, Texas 78539
If to Auctioneer	Abrego Towing & Storage, LLC Attention: Anna M. Abrego PO Box 3038 McAllen, Texas 78502

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.

15.06 **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.

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

15.08 **Assignment.** This Agreement shall not be assignable by either party hereto without the prior written consent of the other. Consent to any assignment of this Agreement shall not constitute consent to any future or subsequent assignment by either party hereto.

15.09 **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.

15.10 **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.

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

IN WITNESS WHEREOF, the parties have executed this Agreement, effective as of the day and year first above written.

Approved on Commissioners' Court March 3, 2009

COUNTY OF HIDALGO

_____
Juan D. Salinas, III County Judge

COMPANY
Abrego Towing & Storage, L.L.C.

By:_____

Printed Name:_____
Title:_____

ATTEST :

_____
Arturo Guajardo, Jr. County Clerk

APPROVED AS TO FORM
Atlas & Hall, LLP

_____
Steve L. Crain

EXHIBIT "A"

PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB)
~~CHECKLIST~~

HIDALGO COUNTY "AUCTIONEER SERVICES"
Bid No: 09-058-02-11

1. **Request For Bid Letter.**
2. **Request for Bid, Legal Notice, consisting of 8 pages.**
3. **Exhibit "A" Specifications consisting of 6 pages.**
4. **Exhibit "B" Bid Page consisting of 1 page.**
5. **Exhibit "C" Insurance Requirements consisting of 4 pages.**
6. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of 1 page.**
7. **Vendor/Bidder Application and W-9 form consisting of 6 pages.**
8. **Draft Requirements Agreement consisting of 8 pages.**
9. **Certification Regarding Debarment 1 page.**

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
Purchasing Agent

January 26, 2009
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

January 26, 2009

Re: **HIDALGO COUNTY**
Request for Bids -**"AUCTIONEER SERVICES"**
Bid No: 09-058-02-11-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

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

Bid No: 09-058-02-11-YSI	Buyer: Yvette S. Islas	Tel. No: (956) 318-2626

REQUEST FOR BIDS

HIDALGO COUNTY DEPARTMENT
"AUCTIONEER SERVICES"

BID OPENING DATE:
February 11, 2009

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Hwy Bus 281-Administration Building
Edinburg, Texas 78539

LEGAL NOTICE **BID NO: 09-058-02-11-YSI**

1. Sealed bids will be received for **"HIDALGO COUNTY–AUCTIONEER SERVICES"** 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-09-058-02-11-YSI-HIDALGO COUNTY-AUCTIONEER SERVICES"** and in County's Purchasing Department, 2812 S Hwy Bus Hwy 281, 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 - 09-058-02-11-YSI - RFB-HIDALGO COUNTY-AUCTIONEER SERVICES".** 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-AUCTIONEER SERVICES"**
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 Administration Building~~
Purchasing Department
2812 S Hwy Bus 281
Edinburg, Texas 78539
ATTN: MARTHA L. SALAZAR
(956) 318-2626

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 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 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
"AUCTIONEER SERVICES"
BID NO.: 09-058-02-11-YSI

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 S Hwy Bus 281 - 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 BID SPECIFICATIONS
AUCTIONEER SERVICES

BID NO: 09-058-02-11-YSI

Project Overview:

Hidalgo County is seeking to contract with a qualified vendor to conduct all public auction sales of personal and/or real property called by the Hidalgo County Commissioners Court which require the services of a Licensed Auctioneer, as determined by the Court in its sole discretion on an AS NEEDED BASIS. Auctioneer shall conduct the public auction sales of personal and/or real property of Hidalgo County including, but not limited to the following:

1.) All Hidalgo County departments under general and road and bridge fund;
2.) State and/or Federal funded programs, i.e. Department of Community Supervision and Corrections, Headstart, WIC, Drainage District #1 and Urban County;
3.) Law Enforcement Agencies, or Cooperative Agencies of which Hidalgo County is party, i.e. Hidalgo County HIDTA Task Force, District Attorney, Sheriff's Department, and DPS;

Note: Agencies shall obtain prior written approval from State and Federal agencies and submit to the Purchasing Department before the sale or disposition of any equipment purchased with funds from State and Federal regardless of cost.

Specifications & Requirements, Terms & Conditions

1. Auctioneer shall be licensed to perform public and private auctions within the state of Texas in accordance with all applicable Texas laws and regulations. ***A copy of all the bidder's Auctioneer License and Independent Dealer General Distinguishing Number or GDN must be submitted along with bid for:***

   A. Trailer/Semi-Trailer
   B. Independent Motorcycles/All Terrain Vehicles
   C. Travel Trailers
   D. Small Vehicles (i.e. cars, pick-ups, sport utility vehicles)

   NOTE: Refer to Texas Department of Transportation form LP021 of the Motor Vehicle Division for clarification.

2. Bids will be based on the percentage of gross sale proceeds to be retained by Auctioneer on sales conducted by the Auctioneer during the contract term. Hidalgo County will require documentation (vendor invoice & customer receipt copies) on additional charges **to buyers** (at buyer's option) for batteries, locksmith services, etc.

3. Auctioneer will make all vehicles and equipment presentable so as to receive the best possible bid in addition the auctioneer should also start all vehicles that are in working condition during auction.

4. Auctioneer will maintain throughout the contract term, all insurances and its limits for **Automobile, General, Workers Compensation Insurance and all licenses held**. (Refer to Exhibit "C").

5. Auctioneer will have twenty-four hour security monitoring service (i.e. surveillance cameras and or security guards) at Auctioneer location or wherever auctioneer stores property including but not limited to the following;

   1.) All Hidalgo County departments under general and road and bridge fund;

2.) State and/or Federal funded programs, i.e. Department of Community Supervision and Corrections, Headstart, WIC, Drainage District #1 and Urban County;
3.) Law Enforcement Agencies, or Cooperative Agencies of which Hidalgo County is party, i.e. Hidalgo County HIDTA Task Force, District Attorney, Sheriff's Department and DPS;

6. Auctioneer will be liable for all theft or vandalism of any items which has been accepted for Auction or Storage by awarded Auctioneer.

7. **Auction sales will be conducted at either option A, B or C sites with prior notice given to the Auctioneer:**
   Option A). Auctioneer's premises
   Option B). County-owned sites
   Option C). On-line auctions whether thru the auctioneers or at the County's designated website.

8. In the event auction sales are conducted on other than County-owned or controlled premises, Auctioneer shall indemnify Hidalgo County harmless from any claims or damages arising out of the conduct of the sale.

9. **Statutory Notification**:
The County will publish at its own expense, pursuant to Chapter 263.153. Of the Texas Local Government Code:
(a) The Commissioners' Court shall publish notice of a sale of surplus or salvage property in at least one newspaper of general circulation in the County.
(b) The notice must be published on or after the 30th day but before the 10th day before the date of sale.

10. **Promotion of Sale through Auction:**
   A). It will be the Auctioneers responsibility to circulate notices promoting the Auction/Sale at the Auctioneer's expense, in English and Spanish (i.e. publication in newspapers).
   B). Auctioneer **shall provide proof of** such promotion to the Hidalgo County Purchasing Departments Fixed Asset Division as part of the documentation submitted with proceeds.

11. Services to be provided by the Auctioneer and staff at **no expense** to Hidalgo County and all mentioned parties shall include, but not limited to, the following:

   A). Re-keying, detail carwash (to include removal of debris; so as to look presentable) and gas, one week prior to auction with contact's approval;

   B) Auctioneer will check in all items submitted by Hidalgo County and all mentioned parties upon receiving any and all equipment and **will submit an inventory status report** to the Hidalgo County Purchasing Departments Fixed Assets Division on a monthly term;

   C) County vehicles to be physically inspected by auctioneer and a log form (see attached) to be prepared. Vehicles (confiscated, seized, forfeited, etc.) taken to auctioneer's premises by HIDTA, District Attorney's Office, DPS, and Sheriff's Department should also be physically inspected and a log form (see attached) completed by the auctioneer as vehicles arrive to the Auctioneer's premises. All log forms prepared by the auctioneer shall be submitted to the Purchasing Department – Fixed Asset Division no later than 48 hours after the vehicle arrives at the Auctioneer's premises. Vehicles should remain at one location at the Auctioneer's premises and **not moved until the vehicles are released for auction or if the vehicles need to be relocated. Unnecessary mechanical repairs should not be done to vehicles.**

   D) Label & set-up of groups or lots of equipment should be individually identified and marked on the inventory list with a group or lot number. The set up of groups or lots should be made so as to get the most out of the items being sold. Lots should be prepared with the approval of County contact.

   E) Auctioneer will remove all emblems, logos and license plates from vehicles prior to the auction. All plates will be forwarded to the Hidalgo County's Fixed Asset Division;

   F). All copies of any ads, buyers lists, receipts and clearing of all auction proceeds must be forwarded to Hidalgo County Purchasing Departments Fixed Asset Division no later than

fifteen (15) working days from the date of the auction.

G). Auctioneer will handle any disputes that may arise during and at the end of auction & may ask for assistance from the Purchasing Departments Fixed Asset Division if required for resolution.

H). Auctioneer will provide towing service on an **"AS NEEDED BASIS"** to the County;

I). Auctioneer must provide a secure fenced area of at least 3 (three) acres and an enclosed warehouse **(minimum of 1,000 sq. ft.)**, for storage of vehicles and equipment seized/confiscated by law enforcement agencies of Hidalgo County, or any Cooperative agency of which Hidalgo County is a party of, including, but not limited to, the Hidalgo County HIDTA Task Force, DPS, Sheriff's Department, and the Hidalgo County District Attorney's Office and other items which Hidalgo County or all mentioned parties wishes to store for auction or storage from all other department(s) or entities. Storage area must be open at least eight (8) hours a day Monday-Friday and must be available for emergencies on nights and weekends.

J). Auctioneer shall announce at each auction prior to starting, that all vehicles must be registered within twenty (20) working days and that a vehicle to be exported shall be exported within seventy two (72) hours from date of auction sale Auctioneer shall also announce that all items are sold as is, and with no warranty. Vehicles that will be exported after the auction should be clearly marked on the vehicle's windshield.

K). Auctioneer shall video tape or record all auctions and submit copies to the County.

L). Auctioneer will be responsible for preparing and completing the Application for Texas Certificate of Title (form 130U). Texas Motor Vehicle Transfer Notification (form VTR0346) and will stamp all titles and label all vehicles that are to be exported "Export Only" on the front or back of the title and vehicle windshields for all County vehicles to be auctioned and submit all copies to the Purchasing Department.

M). Auctioneer is responsible for retaining records for a period of three years from the date of sale. The records should be made available to the County upon request.

12. A.) No storage fees will be assessed to the County during and at the end of the contract term for any items listed on 1 A., B., C., and D.

B.) No storage fees will be assessed to the County listed on 1 A., B., C. and D. if the County wishes to use items after it has been awarded to the extent permitted by the Court(s) in any forfeiture or seizing proceeding. No storage fees will be assessed to defendant(s), if stated by the Court(s), on item(s) returned to the defendant.

13. Auctioneer may elect to charge its usual and customary storage, wrecker or impoundment fees, consistent with the fee schedules to the owners of seized property held by the Auctioneer which is awarded to such owner upon final adjudication of the forfeiture or seizure proceeding by any Court.

14. No storage fees will be assessed to Hidalgo County for any remaining vehicles upon expiration of the contract term.

15. In the event that the Auctioneer cannot respond adequately to the needs of the County by reason of meeting the County's auction schedule or any other reason, the Auctioneer shall advise the Hidalgo County Purchasing Department in writing within 24 hours of said inability. The County shall have the right to deduct the cost incurred in having to provide said services from the payment to be made to the Auctioneer under the contract and the existing contract will be canceled.

16. Hidalgo County reserves the right to audit the records of the auctioneer related to the sale(s) of all County property at the auction site.

17. County items shall be **first priority** in all sales, to include State and Federal funded departments / programs as identified in project overview. Hidalgo County reserves the right to **add/delete** items from the list up to the day of the auction. Hidalgo County reserves the right to video tape or record

any and all auction sales.

18. Hidalgo County reserves the right to view the proposed premises prior to award of bid

Terms and Conditions:

1. Successful bidder will be awarded a one (1) year term contract with the County's option to extend the term for an additional two (2) one-year term under the same rates, terms and conditions. The award of a contract does not constitute a representation or guarantee by Hidalgo County that any or all public or private auction sales will be conducted by it during the contract term.

2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day Grace Period at the end of the contract term for unforeseen delay in award of new bid for the next contract term.

3. **Auctioneer, his employees or agents, or any of his associates, shall not have any personal financial interest, directly or indirectly** in the auction, by bidding or causing someone to bid, soliciting or influencing anyone to bid other than through advertising.

4. No fee for Auctioneer Services are payable for items which do not receive the minimum bid or on which County rejects the price offered at auction.

5. The County may, in at sole discretion, allow item(s) with minimum bids established for auction, to be offered for auction as many times as allowed by Commissioners Court, if the minimum bid is not met.

6. Hidalgo County will have thirty (30) working days to remove and relocate all remaining inventory **at no charge** in the event that new provider has not been secured at the completion of the procurement process.

7. Hidalgo County has the right to award all or part of this bid if it is in the best interest of the County.

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2812 S Business Hwy 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

A PRE-BID CONFERENCE IS SCHEDULED FOR WEDNESDAY, FEBRUARY 04, 2009 AT 1:30 PM AT THE COUNTY'S PURCHASING DEPARTMENT, LOCATED AT 2812 S HWY BUS HWY 281, EDINBURG, TEXAS.

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE/E-MAIL/IN PERSON NO LATER THAN, Wednesday, February 04, 2009 by 5:00 pm. Responses to said inquiries will be sent to all applicants via facsimile/e-mail by no later than, Friday, February 06, 2009 by 5:00 pm.

VEHICLE CHECK IN LIST

DATE OF ARRIVAL (DOA): _____ **TIME OF DAY:** _____

DELIVERED BY: _____ DEPT: _____

YEAR: _____ MAKE _____ MODEL: _____

MILEAGE: _____ LIC PLATE # _____

STYLE: _____ COLOR: _____

VIN # _____

DOA, last 6 VIN No's, from what Dept

"Gets written on driver's side upper area of windshield."

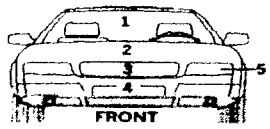
CHECK OPTIONS INCLUDED ON VEHICLE

☐ ABS 4 Wheel	☐ Bedliner	☐ Cruise Control	☐ Moon or Sun Roof	☐ Power Windows	☐ Wide Tires
☐ Air Cond.	☐ Camper Shell	☐ Custom Bumper	☐ Power Door Locks	☐ Roof Rack	☐ Sport Wheels
☐ AM-FM Radio	☐ C.D,	☐ Leather Interior	☐ Power Seats	☐ Running Boards	☐ Stereo
☐ Auto. Trans.	☐ C.D. Changer	☐ Luxury/Sport Pkg.	☐ Power Steering	☐ Rear Sliding Window	☐ Tilt Wheel
					☐ Tow Package

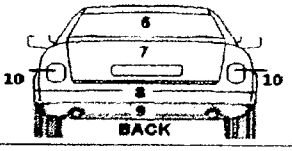
CONDITION OF VEHICLE

Indicate any damage to the vehicle in the space provided using your own words or the following legend. If None write None

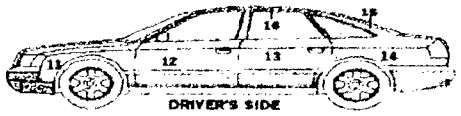
H – Hairline Scratch PT – Pitted T – Torn B – Bent GC – Class Cracked M – Missing
SM – Smashed R – Rusty CR – Creased S – Scratched ST – Stained BR – Broken D – Dented

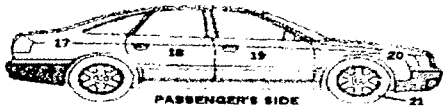


1.	
2.	
3.	
4.	
5.	



6.	
7.	
8.	
9.	
10.	





11.	12.	13	17	18.	19.
14.	15.	16	20.	21.	

INTERIOR

☐ CLEAN ☐ AVERAGE ☐ DIRTY

	Good	Worn	Burns	Rips	Stain
Front Carpet	☐	☐	☐	☐	☐
Rear Carpet	☐	☐	☐	☐	☐
Front Seat	☐	☐	☐	☐	☐
Rear Seat	☐	☐	☐	☐	☐
Headliner	☐	☐	☐	☐	☐
Door Panels	☐	☐	☐	☐	☐

Dash ☐ Dent ☐ Crack ☐ Holes

MECHANICAL

Engine	☐ Smooth	☐ Rough	☐ Knock	
Trans / Clutch	☐ Seems OK	☐ Slips		
Air	☐ Blows Hot			
Brakes	☐ Seems OK	☐ Difficult		
Exhaust	☐ Seems OK	☐ Needs Replacement		
Power Malfunction	☐ Windows	☐ Seats	☐ Locks	☐ Roof
Sound Equip.	☐ Inoperative			

Tires	Right Front	Left Front	Right Rear	Left Rear	Spare
Good					☐ Missing
Fair					☐ Included
Poor					

_____ Completed by PRINT:

_____ Completed by SIGNATURE:

ANY ADDITIONAL CONTENTS IN VEHICLE:

DATE OF ARRIVAL: _____ TIME: _____

(EXAMPLES: car seat, luggage, tool box, tools, etc)

Nothing gets removed, relocated or cleared from vehicle before notifying contact person at Hidalgo County Fixed Asset Division 318-2626. "Vehicle or merchandised in vehicle ***(SHOULD NOT)*** be moved prior to auction until approved.

1. _____
2. _____
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33. _____
34. _____
35. _____
36. _____
37. _____
38. _____
39. _____
40. _____

_____
Completed by PRINT:

_____
Completed by SIGNATURE:

EXHIBIT "B"

HIDALGO COUNTY
"AUCTIONEER SERVICES"
BID NO.: 09-058-02-11-YSI

BID PAGE

AUCTION SALE PERCENTAGE %_____

BIDDER/COMPANY NAME:_____

ADDRESS:_____

CITY/STATE/ZIP CODE:_____

PHONE & FAX NO.'S:_____

CELLULAR & BEEPER NO.'S:_____

E-MAIL ADDRESS:_____

AUTHORIZED SIGNATURE:_____

PRINTED NAME:_____

TITLE:_____

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)

PRODUCER

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

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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

INSR LTR		POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	
A	GENERAL LIABILITY			
	AUTOMOBILE LIABILITY			
	GARAGE LIABILITY			
	EXCESS LIABILITY			
D	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.

CERTIFICATE HOLDER

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

ADDITIONAL INSURED; SUBROGATION IS WAIVED

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 MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

SAMPLE

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

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 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or email: 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 ☐ Less than 250,000 annual gross receipt ☐ Less than 499,000 annual gross receipt ☐ More than 500,000 annual gross receipt ☐ 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

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 [2]

[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"

BID PAGE

EXHIBIT "B"

HIDALGO COUNTY
"AUCTIONEER SERVICES"
BID NO.: 09-058-02-11-YSI

BID PAGE

AUCTION SALE PERCENTAGE % 12.%

BIDDER/COMPANY NAME: ABREGO TOWING & STORAGE LLC

ADDRESS: P O Box 3038

CITY/STATE/ZIP CODE: McAllen, Texas 78502

PHONE & FAX NO.'S: O: 956-631-4601 // 956-316-1810
F: 956-383-2534

CELLULAR & BEEPER NO.'S: (956) 292-3287

E-MAIL ADDRESS: annaabrego@aol.com

AUTHORIZED SIGNATURE: Anna M Abrego

PRINTED NAME: Anna M Abrego

TITLE: Manager
02-10-2009

EXHIBIT "B-1"

FEE SCHEDULE

ABREGO TOWING & STORAGE LLC
P. O. BOX 3038 – MCALLEN, TEXAS 78502
O: 956-631-4601 // 316-1810
F: 956-383-2534
annaabrego@aol.com

RATE SCHEDULE:

Please note: Our storage and transportation rates are registered with the State Of Texas as we are properly licensed by the State Of Texas. These were approved under HB804.

STORAGE RATES:

$20.00 PER DAY PER VEHICLE – Any vehicle or motorized unit less than 25 feet in length.

$31.50 PER DAY PER UNIT – Any vehicle or motorized unit over 25 feet in length

$20.00 PER PALLET PER MONTH – Any merchandise which is palletized must be transportation regulation sized of 50 inches high, 48 inches wide, wood pallet.

$ 5.00 PER PALLET – Any merchandise stored must be set in pallets and pallet are purchased at cost of $5.00 per pallet.

$35.00 PER HOUR FORKLIFT WITH DRIVER – Any merchandise that requires to be palletized in preparation for storage, will require forklift use in unloading and preparation for storage.

$15.00 PER HOUR – LABOR – When required to unload from a 18wheeler in preparation for storage and 18-wheeler is not seized or left for storage.

TRANSPORTATION RATES:

$ 85.00 PER VEHICLE UP TO ONE TON
$175.00 PER UNIT – OVER ONE TON
EACH TRACTOR AND TRAILER WILL BE CHARGED SEPARATELY.

$ 00.00 PER VEHICLE UP TO **ONE TON WITH KEYS** WITHIN 50 MILES RADIUS IF UNIT IS FOR SALE AT THE NEAREST SALE DATE.

$105.00 PER VEHICLE UP TO **ONE TON WITHOUT KEYS** WITHIN A RADIUS OF 50 MILES IF UNIT IS FOR SALE AT THE NEAREST SALE DATE

MOVEMENT OF HEAVY EQUIPMENT, THE RATE IS AT COST.

ABREGO TOWING & STORAGE
MGNT

EXHIBIT "C"

INSURANCE

ABRETOW-01 NADI

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/3/2008

PRODUCER (210) 366-1455
Salander Insurance Agency
3 N. E. Loop 410
Suite 902
San Antonio, TX 78209

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 Abrego Towing & Storage, LLC.
P.O. Box 3038
McAllen, TX 78503

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: State National Insurance Company Inc.	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY					
		[X] COMMERCIAL GENERAL LIABILITY	TIP-001785	4/15/2008	4/15/2009	EACH OCCURRENCE	$ 500,000
		[ ] CLAIMS MADE [X] OCCUR				DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
						MED EXP (Any one person)	$ 5,000
						PERSONAL & ADV INJURY	$ 500,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$ 1,500,000
		[X] POLICY [ ] PRO-JECT [ ] LOC				PRODUCTS - COMP/OP AGG	$ 1,500,000
		AUTOMOBILE LIABILITY					
		[ ] ANY AUTO	TIP-001785	4/15/2008	4/15/2009	COMBINED SINGLE LIMIT (Ea accident)	$ 500,000
		[ ] ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		[X] SCHEDULED AUTOS				BODILY INJURY (Per accident)	$
		[X] HIRED AUTOS				PROPERTY DAMAGE (Per accident)	$
		[X] NON-OWNED AUTOS					
		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 $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS [ ] OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
		OTHER				E.L. DISEASE - POLICY LIMIT	$
A		Cargo / On - Hook	TIP-001785	4/15/2008	4/15/2009	Per Scheduled Unit	$50,000
		Garagekeepers'	TIP-001785	4/15/2008	4/15/2009	Legal Liability	$50,000

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

STORAGE LOT @ 1/4 Mile West FM 2812 - Edinburg, TX.

CERTIFICATE HOLDER

Hidalgo County
100 East Cano
Edinburg, TX 78539-

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

02/10/2009 14:22 3567015241 TRUCKERS INSURANCE PAGE 01/02

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE 02/10/2009

PRODUCER
Dewey Young Truckers Insurance
P.O. Drawer 3783
McAllen TX 78502

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

INSURED
ABREGO TOWING & STORAGE, LLC
P. O. BOX 3038
MCALLEN TX 78502

INSURER A:
INSURER B:
INSURER C:
INSURER D:
INSURER E: TEXAS MUTUAL INSURANCE COMPANY

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	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY				EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	$
	CLAIMS MADE / OCCUR				MED EXP (Any one person)	$
					PERSONAL & ADV INJURY	$
					GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC				PRODUCTS - COMP/OP AGG	$
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO					
	ALL OWNED AUTOS				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 LIABILITY				EACH OCCURRENCE	$
	OCCUR / CLAIMS MADE				AGGREGATE	$
						$
	DEDUCTIBLE					$
	RETENTION $					$
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	SBP7373334	01/14/2009	01/14/2010	X / WC STATUTORY LIMITS / OTHER	
					E.L. EACH ACCIDENT	$ 500,000
					E.L. DISEASE EA EMPLOYEE	$ 500,000
					E.L. DISEASE - POLICY LIMIT	$ 500,000
	OTHER					

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

CERTIFICATE HOLDER | ADDITIONAL INSURED; INSURER LETTER: ____

HIDALGO COUNTY PURCHASING DEPT.
100 E. CANO
EDINBURG TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ____ () 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 Dewey Young Truckers Ins.

ACORD 25-S (7/97)

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Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1100 GENERAL FUND							
9-1100-414-00-130-001-0-346	ELECTIONS DEPT-HAULING & FREIGHT SERVICE	1,800.00	1,800.00	710.00	.00	1,090.00	39.44
9-1100-415-40-180-001-0-346	CO CLERK-HAULING & FREIGHT SERVICES	300.00	300.00	.00	.00	300.00	.00
9-1100-419-10-210-001-0-346	PLANNING DEPT-HAULING & FREIGHT SERVICES	200.00	200.00	.00	.00	200.00	.00
9-1100-419-40-115-069-0-346	CRTHSE PK LOT-HAULING & FREIGHT SERVICES	100.00	100.00	.00	.00	100.00	.00
9-1100-419-40-220-001-0-346	GEN GOVT BLDG-HAULING & FREIGHT SERVICES	3,000.00	3,000.00	.00	.00	3,000.00	.00
9-1100-421-00-280-001-0-346	SHERIFF-HAULING & FREIGHT SERVICES	5,000.00	5,000.00	.00	.00	5,000.00	.00
9-1100-421-00-291-001-0-346	CONSTABLE PCT.1-HAULING & FREIGHT SERV	300.00	300.00	.00	.00	300.00	.00
9-1100-421-00-294-001-0-346	CONSTABLE PCT.4-HAULING & FREIGHT SERV	500.00	500.00	.00	.00	500.00	.00
9-1100-421-00-295-001-0-346	CONSTABLE PCT.5-HAULING & FREIGHT SERV	400.00	400.00	.00	.00	400.00	.00
9-1100-423-21-280-002-0-346	JAIL-HAULING & FREIGHT SERVICES	1,000.00	1,000.00	.00	.00	1,000.00	.00
9-1100-423-32-330-001-0-346	JUV DET HM-HAULING & FREIGHT SERVICES	500.00	500.00	.00	.00	500.00	.00
9-1100-432-00-121-001-0-346	SANITATION PCT.1-HAULING & FREIGHT SERV	200.00	200.00	.00	.00	200.00	.00
9-1100-432-00-122-001-0-346	SANITATION PCT.2-HAULING & FREIGHT SERV	1,500.00	1,500.00	.00	.00	1,500.00	.00
9-1100-441-00-340-001-0-346	HEALTH ADM-HAULING & FREIGHT SERVICES	1,000.00	1,000.00	.00	.00	1,000.00	.00
9-1100-461-00-115-037-0-346	INSECT ERADICATION-HAULING & FREIGHT SER	.00	273.65	273.65	.00	.00	100.00
1100 GENERAL FUND		**15,800.00**	**16,073.65**	**983.65**	**.00**	**15,090.00**	**6.12**
1201 R&B PRECINCT 1							
9-1201-431-00-121-005-0-346	PCT.1 P/U RD-HAULING & FREIGHT SERVICES	100,000.00	100,000.00	14,870.00	43,162.29	41,967.71	58.03
9-1201-431-00-121-007-0-346	PCT.1 LATERAL ROAD-HAULING & FREIGHT SRV	.00	292.94	.00	.00	292.94	.00
1201 R&B PRECINCT 1		**100,000.00**	**100,292.94**	**14,870.00**	**43,162.29**	**42,260.65**	**57.86**
1202 R&B PRECINCT 2							
9-1202-431-00-122-006-0-346	PCT.2 P/U RD-HAULING & FREIGHT SERVICES	.00	86,183.04	66,183.04	.00	20,000.00	76.79
1202 R&B PRECINCT 2		**.00**	**86,183.04**	**66,183.04**	**.00**	**20,000.00**	**76.79**
1203 R&B PRECINCT 3							
9-1203-431-00-123-005-0-346	PCT.3 P/U RD-HAULING & FREIGHT SERVICES	10,000.00	10,000.00	.00	.00	10,000.00	.00
1203 R&B PRECINCT 3		**10,000.00**	**10,000.00**	**.00**	**.00**	**10,000.00**	**.00**
1204 R&B PRECINCT 4							
9-1204-431-00-124-007-0-346	PCT.4 P/U RD-HAULING & FREIGHT SERVICES	21,793.76	246,793.76	120,864.30	18,873.96	107,055.50	56.62
1204 R&B PRECINCT 4		**21,793.76**	**246,793.76**	**120,864.30**	**18,873.96**	**107,055.50**	**56.62**

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1212 PARKS PRECINCT 2							
9-1212-452-00-122-008-0-346	PARKS PCT.2-HAULING & FREIGHT SERVICES	37,500.00	37,500.00	.00	.00	37,500.00	.00
1212 PARKS PRECINCT 2		**37,500.00**	**37,500.00**	**.00**	**.00**	**37,500.00**	**.00**
1222 DISTRICT ATTORNEY BAD CHECK PROCESSING							
9-1222-412-00-080-006-0-346	DA BAD CK-HAULING & FREIGHT SERVICES	300.00	300.00	.00	.00	300.00	.00
1222 DISTRICT ATTORNEY BAD CHECK PROCESSING		**300.00**	**300.00**	**.00**	**.00**	**300.00**	**.00**
1252 HIDTA FEDERAL SHARING-US TREASURY							
9-1252-412-00-270-012-0-346	HIDTA US TREASURY-HAULING & FREIGHT SERV	2,000.00	2,000.00	.00	.00	2,000.00	.00
1252 HIDTA FEDERAL SHARING-US TREASURY		**2,000.00**	**2,000.00**	**.00**	**.00**	**2,000.00**	**.00**
1292 WIC							
9-1292-441-00-350-001-9-346	WIC ADM-HAULING & FREIGHT SERVICES	.00	4,889.50	.00	.00	4,889.50	.00
1292 WIC		**.00**	**4,889.50**	**.00**	**.00**	**4,889.50**	**.00**
1297 ADULT PROBATION							
9-1297-423-00-320-005-9-346	RESTITUTION CTR-HAULING & FREIGHT SERV	.00	185.00	.00	.00	185.00	.00
1297 ADULT PROBATION		**.00**	**185.00**	**.00**	**.00**	**185.00**	**.00**
9 YEAR		**187,393.76**	**504,217.89**	**202,900.99**	**62,036.25**	**239,280.65**	**52.54**

AI-14491 **20.6.**

RFQ-Engagement of Law Firm-Redistricting Plan Consultant Services
CC REGULAR

Date:	03/17/2009
Submitted By:	Marty Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

A. Requesting authority to advertise a Request for Qualifications in connection with: Redistricting Plan Consultant Services including discussion and action on procurement packet, including, but not limited to, the following: firm qualifications, scope of services, term of engagement, etc.;

B. Designation of grading committee for the scoring and evaluation of Statements of Qualifications received for: Redistricting Plan Consultant Services Project

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** to be determined

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

BUDGETARY IMPACT:

Funding for consulting services would need to be identified through the Budget Office.

Funding source to be identified at time of CC approval of final negotiatied contract with selected law firm.

Attachments

Link: BACK-UP

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	03/13/2009 01:06 PM	APRV
2	Budget & Management	Veronica Lopez	03/13/2009 01:09 PM	APRV
3	Ivan Cantu	Ivan Cantu	03/13/2009 01:26 PM	APRV
4	Auditor's Office		03/13/2009 04:31 PM	NEW

Form Started By: Marty Salazar — Started On: 03/11/2009 12:59 PM

Final Approval Date: 03/13/2009

RFQ No: 2009-145-00-00CGV	Buyer: CRIS VILLARREAL	Tel. No: (956) 318-2626

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REQUEST FOR QUALIFICATIONS

Hidalgo County
Edinburg, Texas

Consultant for Redistricting Plan-Hidalgo County
April , 2009

Contact Person:

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

(956) 318-2626

Form HCPD-04

LEGAL NOTICE **RFQ No: 2009-145-00-00CGV**

1. **Sealed Statements of Qualifications** will be received for **"Consultant for Redistricting Plan-Hidalgo County"**, in accordance with the requirements attached hereto as Exhibit "A." RFQs should address all requirements set forth. Vendors may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall RFQ.

2. One (1) original and seven (7) copies of all RFQs 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, **REQUEST FOR QUALIFICATIONS 2009-145-00-00CGV - "Consultant for Redistricting Plan-Hidalgo County"** and in County's Purchasing Department, 2802 So. Business Hwy 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., Wednesday, April 8, 2009. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO: RFQ No.: 2009-145-00-00CGV- "Consultant for Redistricting Plan-Hidalgo County".** Hidalgo County reserves the right to refuse and reject any/all RFQs and to waive any/all formalities or technicalities, or to accept the RFQ considered the best and most advantageous to Hidalgo County. **WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE TO (956) 318-2629 OR VIA EMAIL TO martha.salazar@co.hidalgo.tx.us BY NO LATER THAN** Wednesday, March . 2009 at 5:00 p.m. Responses will be sent to all applicants via facsimile by Friday, March , 2009. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this statement of qualifications that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all statement of qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best statement of qualifications for approval. Receipt of any statement of qualifications shall under no circumstances obligate County to accept the lowest dollar statement of qualifications. The award of this contract shall be made to the responsible offeror whose statement of qualifications 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.

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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 vendor, or to reject all RFQs and re-advertise.

5. For work to be performed at a County-owned or operated location, each vendor shall, in its sole discretion, visit the job site before preparing the RFQ and thoroughly familiarize himself/herself with existing conditions. Vendor should take field dimensions and note all circumstances which affect the RFQ.

6. No RFQ may be withdrawn within ninety (90) days from the scheduled time to accept RFQs.

7. Any interpretations, amendments, corrections or changes to this RFQ document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualifications. Vendors shall acknowledge receipt of all addenda as a part of their RFQ.

8. County reserves the right to accept or reject any or all RFQs.

9. Costs are to be net F.O.B. destination, County Prepaid.

10. County is exempt from Federal Excise Tax, State Tax and Local Tax. Tax exemption certificates will be furnished upon request.

11. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a statement of qualifications or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

12. Upon award and prior to execution of a contract, Sole 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.

13. DELIVERY INSTRUCTIONS (for applicable goods and/or services):

    - No deliveries accepted after 3:00 P.M., Monday-Friday.

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. 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

14. BILLING AND PAYMENT INSTRUCTIONS:

. Invoices must include:
a) Name and address of successful vendor
b) Name and address of receiving department or official
c) Purchase Order Number (if any)
d) Notation - **"Consultant for Redistricting Plan-Hidalgo County"**
e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

. Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
Ray Eufracio, County Auditor
2810 So. Business Hwy 281
Edinburg, TX 78539
956-318-2511

15. Schedule of Events

RFQ Acceptance, 9:30 A.M.	**April 8, 2009**
Award of Contract	_____, 20__
Commence Work or Deliver Products	_____, 20__

16. ~~Bid or Performance Bond and~~ **Debarment Certification**~~; Payment Under Contract:~~

. ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company~~

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~~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 statement of qualifications, and prior to commencement of the actual work, the participant 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.~~

17. Ethical Standards:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or statement of qualifications therefor pending before any department or agency of the County.

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- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

18. Disclosure of Conflict of Interest

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire ("the CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful 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.

19. If, during the life of any contract or statement of qualifications awarded, the successful participant's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

20. Statement of qualifications, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

21. Minimum Standards For Responsible Prospective Participants: A prospective participant must affirmatively demonstrate participant's responsibility. A prospective participant, by submitting a statement of qualifications, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the statement of qualifications;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

22. Successful participant 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 participant's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

23. Any contract award to a successful participant will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

24. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful participant; County reserves the right to terminate any contract immediately in the event a successful participant fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

25. Successful participant shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or

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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 participant, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from statement of qualifications award. Successful participant 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 participant 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 participant'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 participant.

26. Successful participant shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful participant within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

27. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

28. The successful participant shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

29. Participants shall provide with the statement of qualifications 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.

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30. Participants must provide **all** documentation requested with this Statement of qualifications in their response. Failure to provide this information may result in rejection of the statement of qualifications as non-conforming.

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Request For Qualifications
for
Consultant for Redistricting Plan-Hidalgo County
RFQ No: 2009-145-00-00CGV

April 8, 2009

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

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

Bidder acknowledges receipt of all of the pages of the documents referenced in the Request For Qualifications Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all RFQs and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best statement of qualifications.

Bidder agrees that this statement of qualifications shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for accepting RFQs, as contained in the Requirements.

Respectfully submitted,

Bidder:_____

Address:_____

By:_____

Printed Name:_____

Title:_____

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Hidalgo County is inviting qualified legal firms statements of qualifications to provide for Consulting Services on an "As Needed Basis". The County of Hidalgo is seeking to (engage the services of a legal firm(s) to provide redistricting plan services) enter into a consulting services contract(s) with a state-registered (Texas) legal firm. The Hidalgo County Purchasing Department will receive sealed envelopes containing statements of qualifications for the provision of **"Consultant for Redistricting Plan-Hidalgo County"** as specified herein. Statements of qualifications will be accepted until **9:30 A.M., Wednesday, April , 2009. ANY RFQ RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:

RFQ Number: **2009-145-00-00CGV**

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
New Administration Building
2812 So. Business Hwy 281
Edinburg, Texas 78539

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

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

The following outlines the Request For Qualifications:

SECTION I GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that statements of qualifications be routed to Martha L. Salazar, CPPB, Purchasing Agent, with a **Physical location of**: 2802 So. Business Hwy 281, **(Southeast Corner of Canton & Business Highway 281)** Hidalgo County New Administration Building, Edinburg, Texas, 78539. at 2802 So. Business Hwy 281, Edinburg, Texas 78539. **WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE BY NO LATER THAN** Wednesday, , at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, . **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

DISCLOSURE OF CONFLICT OF INTEREST: Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to

conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PARTICIPANT.**

PARTICIPANT'S AFFIDAVIT: Prior Contract award, respondents to this RFQ must submit a signed Participant's Affidavit (attached herein in **Exhibit E**) certainly that the submission is (1) not the result of Collusion as described in the Participant's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Participant's, affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Participant's Affidavit.

NON-COLLUSION: Submitters, by submitting the signed Participant's Affidavit, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

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 STATEMENTS OF QUALIFICATIONS: 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 Qualifications (RFQ) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or request for qualifications procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

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RFQ DELIVERY: Hidalgo County requires submitters, when hand delivering statements of qualifications, to make sure that it is stamped with date and time by the County Purchasing staff.

SIGNING OF QUALIFICATIONS: In order to be considered all submittals **must** be signed. **Please sign the original in BLUE INK**.

WAIVING OF INFORMALITIES: Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING: The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM: The term of the agreement will be through completion of scope of work on an "As Needed Basis" with the County's option to renew for an additional one (1) year term under the same rates, terms and conditions.

Hidalgo County reserves the right to continue this agreement for an additional sixty (60) day grace period at the end of the agreement terms for unforeseen delay in award of the new request for qualifications.

All costs and expenses associated with the preparation and submission for (bids, proposal and/or quotes) shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

DAVIS BACON ACT: All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications.

SECTION II-RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS: The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ. A total of **one (1) original and seven (7) copies** of the RFQ shall be submitted to the address on the cover letter.

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

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

DRAFT

PROJECT OVERVIEW:
The County of Hidalgo is seeking to engage a competent law firm(s) registered and licensed to practice in the State of Texas that has experience in the area of "Redistricting Plan preparation based on most current census".

FIRM QUALIFICATIONS:

- Must have a minimum of ten (10) years experience in the specific area of "Redistricting;
- Possess current licenses, certifications and/or registrations to practice law in the State of Texas;
- Has provided legal services related to "Redistricting" to other political subdivisions;

Personnel and Staffing: The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

Required Certifications and Submittal: This section will contain any licenses and certifications for all assigned personnel and/or staff, as required by HIDALGO COUNTY, the STATE OF TEXAS, the AMERICAN BAR ASSOCATION, etc.. The law firm(s) should provided copies of their license(s), certificates and a copy of their Professional Liability Insurance in the response.

INITIAL SCOPE OF SERVICES-PHASE I: Hidalgo County is requesting statement of qualifications from experienced consultants to provide the consulting services required for the development and implementation of a redistricting plan necessitated by the 2010 census for Hidalgo County including, but not limited to, the following:

a. Providing a pre-census analysis projecting current population of the County.
b. Soliciting information from the County on important matters affecting the redistricting plan (i.e., road mileage equalization; drawing County lines modifying voting precincts to respective city, school district, and water district lines, etc.), including obtaining public input.
c. Preparing series of plans utilizing current (2010) census information for County to consider:
    1. Preparation of Commissioners' Precincts Plans
    2. Preparation of Justices' of the Peace Precincts Plans
    3. Preparation of Constables' Precincts Plans
    4. Preparation of Election Administrations' Precincts Plans
    5. Preparation of Federal, State and local Precinct and District Boundaries

d. Appear at Commissioners' Court, or Redistricting Committee if one is chosen, meetings regarding pre-census analysis; Commissioners' Court meeting regarding the approval of the redistricting plan; and public hearings, if such hearings are held, to answer any questions.

e. Preparation of the Submission to the United States Department of Justice complying with the Federal Voting Rights Act and handle the administrative proceedings to gain Federal approval of the redistricting (pre-clearance of election changes).

f. Full representation of the County in the event of litigation.

g. Provide data in format compatible with County's GIS system (ERSI-ARCVIEW)

ADDITIONAL SCOPE OF WORK-PHASE II: Subsequent modifications or adjustments by Hidalgo County to initial scope of work.

PARTICIPANTS ARE NOT TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL: The fee will be negotiated after the ranking by Commissioners' Court of the most qualified firm.

SECTION III: SELECTION AND SCHEDULES

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

A. Hidalgo County Commissioner's Court and/or an Evaluation Committee (selected and/or designated by County Commissioner's Court) will review, score and evaluate the written Statements of Qualifications (SOQ's) received in response to this Hidalgo County Request for Qualifications.

B. After the SOQ's have been reviewed, scored and evaluated, a grid will be presented to Commissioner's Court for the purposes of ranking.

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

NEGOTIATION PROCESS: The number one ranked firm will be contacted to submit a letter of engagement/contract for negotiations. If negotiations prove unsuccessful, Commissioner's Court will terminate negotiations with the firm and will contact the next highest ranked firm to open negotiations. The County of Hidalgo reserves the right to reject any and all RFQs.

TERMINATION OF SERVICES: Any contract awarded to a qualified firm will be in effect until (a) the contract expires or (b) performance of all services are completed, or (c) terminated by County with or without cause, with ninety (90) days written notice prior to cancellation.

DRAFT

RFQ SUBMISSION: An original and seven (7) copies of RFQ's shall be submitted to:

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

All RFQ's must be submitted by no later than 9:30 a.m. on Wednesday, _____, 2009.

DRAFT

EVALUATION CRITERIA

"Consultant for Redistricting Plan-Hidalgo County"

RFQ 2009-145-00-00CGV

The submitter's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

The provider must affirmatively demonstrate its responsibility and meet the following requirements:

a) Have adequate financial resources, or the ability to obtain such resources as required;
b) Be able to comply with the required or proposed delivery/implementation schedule;
c) Have a satisfactory record of performance;
d) Have a satisfactory record on integrity and ethics; and
e) Be otherwise qualified and eligible to receive award.

1. **Firm Qualifications (30)**
   The firm should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualification to perform the legal services contract. Similar experience gained through other clients should be substantiated by reference. A list of, and scope of, similar projects for comparative purposes shall be included in an appendix.

2. **Experience of Similar Services (40)**
   The firm shall have a minimum of ten (10) years experience in performing similar contracts for counties, cities, or other clients as stated in the Request For Qualifications (RFQ) requirements. The provider shall designate experienced legal staff to completely and efficiently perform the services related to "Redistricting Plan". The designated individuals may not be replaced during the project unless approved by the County. The statement of qualifications shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Résumés of the key technical staff members, limited to two (2) pages per person, must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience.

3. **Understanding the Services/Methodology (20)**
   Outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance. Reference information should be as current as possible, especially contact persons and telephone numbers

4. **Experience in Analyzing Incoming/Outgoing Data from County GIS Platform (10)**
   The statement of qualifications shall include as much background information as to its' experience in providing similar services related to "Redistricting" to other political subdivisions. The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

DRAFT

"Consultant for Redistricting Plan-Hidalgo County"

RFQ 2009-145-00-00CGV

RFQ EVALUATION FORM

Selection Criteria	Max Points	Score
1. Firm Qualifications.....	30	
a) Includes copies of licenses, certificates and/or registrations;		_____
b) Years of experience in the specific area of "Redistricting"		_____
Comments:_____		
2. Experience of Similar Services To Political Subdivisions • Counties • Cities • Federal/State/Local • School Districts	40	_____
Comments:_____		
3. Understanding the Services/Methodology	20	_____
Comments:_____		
4. Experience in Analyzing incoming/outgoing data From County GIS Platform	10	_____
Comments:_____		
Total	100%	**Total Score:** _____

Provider: _____

Evaluator: _____ Date: _____

DRAFT

AI-14492 **20.7.**

Lease/Rental of Vehicles

CC REGULAR

Date:	03/17/2009
Submitted By:	Yvette Islas, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Hidalgo County

Information

CAPTION

Requesting authority to exercise the sixty (60) day grace period extension as provided in the current contract for:"Lease/Rental of Vehicles" for the Hidalgo County, under the same rates, terms and conditions with Capps Rent A Car, INC.-effective 03/22/09 -05/21/09. C-06-078-03-21

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** County Wide

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

BUDGETARY IMPACT:

As needed basis. For funding availability as of 3/12/09 please see the 2009 Expense Report for Object 442 (all departments).

Attachments

Link: 06-078-03-21 capps agreement

Link: extension

Link: 2009 Exp Rpt for Obj 442 as of 3-12-09

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/12/2009 09:40 AM	APRV
2	Budget & Management	Veronica Lopez	03/12/2009 09:48 AM	APRV
3	Rey Salazar	Rey Salazar	03/12/2009 10:31 AM	APRV
4	Dale Kennan	Dale Kennan	03/12/2009 01:34 PM	APRV
5	Auditor's Office		03/13/2009 04:31 PM	NEW

Form Started By: Yvette Islas — Started On: 03/11/2009 01:03 PM

Final Approval Date: 03/13/2009

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-06-078-03-21

THIS CONTRACT is made and entered into this 21st day of **MARCH**, **2006** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **CAPPS RENT A CAR, INC.** of Dallas, Texas ("Company")a Texas Corporation.

WHEREAS, Company responded to advertised notices for bids for **"LEASING OF VEHICLES"** (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 agree that this Contract is entered into in order to provide the Services to **HIDALGO COUNTY** , for a period of one (1) year term with the County's option to extent an additional two (2) additional one year terms under the same rates, terms and conditions. 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 **Department Head or Elected Officials** or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning **MARCH 21, 2006** and ending on **MARCH 21, 2007** and may be extended at the sole discretion of County for an additional two (2) additional one (1) year periods under the same rates, terms and conditions, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

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

5. 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 **CAPPS RENT A CAR, INC.**
ATTN: SAMUEL L. BRADING
8555 CARPENTER FRWY
DALLAS, TX 75247

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_____, 2006

COUNTY OF HIDALGO

ATTEST:

By:_____
Ramon Garcia, County Judge or
Presiding Officer County Commissioner Pct. 1

Eddy Trevino, Interim County Clerk

COMPANY: **CAPPS RENT A CAR, INC.**

By:_____
SAMUEL L. BRADING

Printed Name:_____

Title: SPECIAL PROJECTS DIRECTOR

Approved on Commissioners' Court March 21, 2006

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

By:_____

EXHIBIT "A"
TERMS & CONDITIONS

EXHIBIT "A"

HIDALGO COUNTY
"LEASING / RENTAL OF VEHICLES"
BID NO. 06-078-03-01ROL

SPECIFICATIONS, TERMS AND CONDITIONS

Hidalgo County is seeking to contract with a qualified bidder to provide "Leasing / Rental of Vehicles" on an "As Needed Basis" to Hidalgo County including, but not limited to the following:

---

1. All mentioned vehicles are subject to being equal or better.

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. The contract for this project will be utilized by the H.I.D.T.A Task Force, Sheriff's Office and/or any other County Department.

4. **Hidalgo County reserves the right to seek services for " Leasing/Rental of Vehicles" from State Awarded contracts whenever it is its best interest to do so.**

5. Any vehicle acquired by the County will be delivered to any County Department if you are a out of town vendor.

6. The contract term is for a one (1) year term commencing upon termination of current contract with the County's option to extend the contract for two (2) additional one (1) year terms under the same Rates, Terms and Conditions .

7. The County of Hidalgo 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.

8. **Do not include insurance coverage for the vehicles on your bid price .**

9. Insurance Certificates (Refer to Exhibit "C" limits) must be submitted for your business and maintained through out the term of the contract by the awarded vendor.

10. The County reserves the right to reject all bids, to waive any or all formalities, or to accept the bid considered the best and most advantageous to the County.

11. Any contract award to a successful bidder will be in effect until (a) 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.

12. Hidalgo County may choose to add, delete or change vehicles during the course of the lease. The leasing of vehicles is on an "as needed basis". No specific quantity of vehicles is guaranteed. Vendor will not penalize County for deletion of a vehicle and will charge only to the pro rated date of return.

13. All vehicles will include 24 hour Roadside assistance at no charge to Hidalgo County.

15. Vendor will provide clean and well maintained vehicles to Hidalgo County, vendor will also provide all maintenance services to keep vehicles in top working order. This includes but is not limited to oil changes and tire rotation as need it.

Description of Vehicle:
Compact (ex. Escort, Neon, Cavalier; or similar models
Intermediate (ex. Grand Am, Stratus, Sonata, 626; or similar models
Full-Size Vehicle (2 to 4 door) (ex. Taurus, Grand Prix, Intrepid, Monte Carl; or similar models
Minivan (ex. Montana Voyager, Windstar, Astro,Caravan; or similar models
Full size Van (ex. Passenger, Econoline F150 250 350; or similar models
Midsize SUV 2 or 4 wheel drive (ex. Blazer Explorer, Cherokee; or similar models
Large SUV 2 or 4wheel drive (ex. Suburban, Excursion, Expedition; or similar models
Midsize Pickup single or double cab 2 or 4 wheel drive (ex. Ranger, S-10; or similar models
Large Pickups single or double cab 2 or 4 wheel drive (ex. F-150 F-250 F-350, 1500 2500 3500;or similar models

EXHIBIT "B"
PAYMENT SCHEDULE

EXHIBIT "B"

HIDALGO COUNTY
"LEASING/RENTAL OF VEHICLES"
BID #: 06-078-03-01ROL

~~BID PAGE~~

A.

Description of Vehicle:	Daily Total plus free miles	Weekly Total plus free miles	Monthly Total plus free miles
Compact (ex. Escort, Neon, Cavalier; or similar models	$29.95 UNLM Miles	$209.95 UNLM Miles	$749.00 UNLM Miles
Intermediate (ex. Grand Am, Stratus, Sonata, 626; or similar models	$39.95 UNLM Miles	$279.95 UNLM Miles	$799.00 UNLM Miles
Full-Size Vehicle (2 to 4 door) (ex. Taurus, Grand Prix, Intrepid, Monte Carl; or similar models	$39.95 UNLM Miles	$279.95 UNLM Miles	$599.00 UNLM Miles
Minivan (ex. Montana Voyager, Windstar, Astro,Caravan; or similar models	$59.95 UNLM Miles	$259.95 UNLM Miles	$799.00 UNLM Miles
Midsize SUV 2 or 4 wheel drive (ex. Blazer Explorer, Cherokee; or similar models	$59.95 UNLM Miles	$259.95 UNLM Miles	$799.00 UNLM Miles
Large SUV 2 or 4wheel drive (ex. Suburban, Excursion, Expedition; or similar models	$79.95 UNLM Miles	$499.95 UNLM Miles	$899.00 UNLM Miles
Full size Van (ex. Passenger, Econoline F150 250 350; or similar models	$79.95 UNLM Miles	$499.95 UNLM Miles	$999.00 UNLM Miles
Midsize Pickup single or double cab 2 or 4 wheel drive (ex. Ranger, S-10; or similar models	$39.95 UNLM Miles	$229.95 UNLM Miles	$529.00 UNLM Miles
Large Pickups single or double cab 2 or 4 wheel drive (ex. F-150 F-250 F-350, 1500 2500 3500; or similar models	$39.95 UNLM Miles	$229.95 UNLM Miles	$572.00 UNLM Miles

B. 24 hour Roadside assistance toll free Phone number # 800 243 2872

FREE STORAGE BOX W/ TRUCK PRODUCTS UPON REQUEST

ALL PRICES F.O.B. SAN ANTONIO

EXHIBIT "C"
INSURANCE CERTIFICATE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/11/2006

PRODUCER
Wm Rigg Co, Inc. - Ft. Worth
777 Main St Suite C50
Fort Worth TX 76102
(817) 820-8266

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
Capps Rent A Car, Inc.

8555 John Carpenter Frwy.
Dallas TX 75247

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Empire Indemnity Insurance Co.	21384
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$
		[ ] COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$
		[ ] CLAIMS MADE [ ] OCCUR				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$
		[ ] POLICY [ ] PRO-JECT [ ] LOC				PRODUCTS - COMP/OP AGG	$
A		AUTOMOBILE LIABILITY					
		[ ] ANY AUTO	SF0226880	10/1/2005	10/1/2006	COMBINED SINGLE LIMIT (Ea accident)	$
		[ ] ALL OWNED AUTOS				BODILY INJURY (Per person)	$ 20,000
		[X] SCHEDULED AUTOS				BODILY INJURY (Per accident)	$ 40,000
		[ ] HIRED AUTOS				PROPERTY DAMAGE (Per accident)	$ 15,000
		[ ] NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		[ ] ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
A		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$ 5,000,000
		[X] OCCUR [ ] CLAIMS MADE				AGGREGATE	$ csl
							$
		[ ] DEDUCTIBLE	EX0226880	10/1/2005	10/1/2006		$
		[ ] RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS / OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
		OTHER					

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

$100,000 Self Insured Retention Liability Deductible.
Certificate holder is added as additional insured as their interest may appear only.

CERTIFICATE HOLDER

Hidalgo County

100 E. Cano
4th Floor Administration Bldg.
Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE Dennis G. Webber

ACORD 25 (2001/08) © ACORD CORPORATION 1988

PURCHASING DEPARTMENT
County Of Hidalgo

March 12, 2009

Dan Asbill
CAPPS RENT A CAR, INC.
8555 Carpentry Freeway
Dallas, Texas 75247

Via email:asbill@gocapps.com

Re: Sixty (60) Day Extension-"Leasing of Vehicles" Hidalgo County-C-06-078-03-21

Dear Mr. Asbill:

Commissioners' Court will take applicable action (Tuesday, March 17, 2009) in connection with the Hidalgo County's option to exercise the sixty (60) day grace period for the current contract in place while procurement process is completed. (Commencing, March 22, 2009 - Expiring, May 21, 2009) or (upon completion of the procurement process which ever comes first) under the same rate, term and conditions.

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Friday, March 13, 2009, 1:00 pm., attn: Yvette S. Islas, Buyer to (956) 292-7612 or via email yvette.islas@co.hidalgo.tx.us .

By: Dan Asbill Date: 3-12-09

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 292-7000 ext. 4874. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Yvette S. Islas/ Buyer
Hidalgo County Purchasing Department

xc: File

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

MAR-12-2009 09:15 From:CAPPS RENT-A-CAR CRP 214 630 7258 To:3182629 P.2/2

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
1100 GENERAL FUND							
9-1100-412-00-001-001-0-442	92ND DC-EQUIP & VEHICLE RENTALS	.00	134.82	.00	.00	-134.82	.00
9-1100-412-00-002-001-0-442	93RD DC-EQUIP & VEHICLE RENTALS	81.00	30.00	6.00	6.00	45.00	44.44
9-1100-412-00-003-001-0-442	139TH DC-EQUIP & VEHICLE RENTALS	500.00	134.00	6.00	6.00	360.00	28.00
9-1100-412-00-004-001-0-442	206TH DC-EQUIP & VEHICLE RENTALS	200.00	50.00	64.00	64.00	86.00	57.00
9-1100-412-00-005-001-0-442	275TH DC-EQUIP & VEHICLE RENTALS	40.00	36.00	.00	.00	4.00	90.00
9-1100-412-00-006-001-0-442	332ND DC-EQUIP & VEHICLE RENTALS	36.00	30.00	6.00	6.00	.00	100.00
9-1100-412-00-008-001-0-442	389TH DC-EQUIP & VEHICLE RENTALS	50.00	30.00	6.00	6.00	14.00	72.00
9-1100-412-00-009-001-0-442	398TH DC-EQUIP & VEHICLE RENTALS	100.00	60.00	12.00	12.00	28.00	72.00
9-1100-412-00-009-003-0-442	INDIGENT DEFENSE-EQUIP & VEHICLE RENTALS	3,260.00	2,066.00	125.00	125.00	1,069.00	67.21
9-1100-412-00-010-001-0-442	430TH DC-EQUIP & VEHICLE RENTALS	2,000.00	1,463.88	272.68	272.68	263.44	86.83
9-1100-412-00-011-001-0-442	449TH DC-EQUIP & VEHICLE RENTALS	3,695.00	1,511.18	134.38	134.38	2,049.44	44.53
9-1100-412-00-021-001-0-442	CCL#1-EQUIP & VEHICLE RENTALS	59.60	30.00	6.00	6.00	23.60	60.40
9-1100-412-00-022-001-0-442	CCL#2-EQUIP & VEHICLE RENTALS	1,000.00	.00	.00	.00	1,000.00	.00
9-1100-412-00-023-001-0-442	CCL#3 PROBATE CRT-EQUIP & VEHICLE RENTAL	100.00	20.00	4.00	4.00	76.00	24.00
9-1100-412-00-024-001-0-442	CCL#4-EQUIP & VEHICLE RENTALS	24.21	24.00	.00	.00	.21	99.13
9-1100-412-00-025-001-0-442	CCL#5-EQUIP & VEHICLE RENTALS	1,550.00	.00	.00	.00	1,550.00	.00
9-1100-412-00-026-001-0-442	CCL#6-EQUIP & VEHICLE RENTALS	2,600.00	2,039.50	407.90	407.90	152.60	94.13
9-1100-412-00-032-001-0-442	MASTER CRT II-EQUIP & VEHICLE RENTALS	100.00	30.00	6.00	6.00	64.00	36.00
9-1100-412-00-045-001-0-442	AUXILIARY COURT-EQUIP & VEHICLE RENTAL	3,500.00	953.06	186.94	186.94	2,360.00	32.57
9-1100-412-00-061-001-0-442	JP PCT 1/PL 1-EQUIP & VEHICLE RENTALS	438.80	313.94	.00	.00	124.86	71.55
9-1100-412-00-062-001-0-442	JP PCT 1/PL 2-EQUIP & VEHICLE RENTALS	2,875.00	424.00	.00	.00	2,451.00	14.75
9-1100-412-00-063-001-0-442	JP PCT 2/PL 1-EQUIP & VEHICLE RENTALS	1,000.00	33.00	3.00	3.00	964.00	3.60
9-1100-412-00-064-001-0-442	JP PCT 2/PL 2-EQUIP & VEHICLE RENTALS	3,000.00	1,659.96	314.64	314.64	1,025.40	65.82
9-1100-412-00-065-001-0-442	JP PCT 3/PL 1-EQUIP & VEHICLE RENTALS	5,000.00	1,687.02	745.98	745.98	2,567.00	48.66
9-1100-412-00-066-001-0-442	JP PCT 3/PL 2-EQUIP & VEHICLE RENTALS	684.28	36.00	.00	.00	648.28	5.26
9-1100-412-00-067-001-0-442	JP PCT 4/PL 1-EQUIP & VEHICLE RENTALS	100.00	36.00	.00	.00	64.00	36.00
9-1100-412-00-068-001-0-442	JP PCT 4/PL 2-EQUIP & VEHICLE RENTALS	5,063.61	3,147.31	4.00	4.00	1,912.30	62.23
9-1100-412-00-069-001-0-442	JP PCT 5/PL 1-EQUIP & VEHICLE RENTAL	95.00	.00	.00	.00	95.00	.00
9-1100-412-00-080-002-0-442	CRIM DA-EQUIP & VEHICLE RENTALS	10,076.00	9,127.19	826.33	826.33	122.48	98.78
9-1100-412-00-090-001-0-442	DIST CLERK-EQUIP & VEHICLE RENTALS	46,500.00	35,241.27	6,294.44	6,294.44	4,964.29	89.32

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1100 GENERAL FUND							
9-1100-412-30-085-003-0-442	PUBLIC DEFENDER-EQUIP & VEHICLE RENTALS	50.00	34.00	6.00	6.00	10.00	80.00
9-1100-412-30-115-016-0-442	PUBLIC DEFENSE-EQUIP & VEHICLE RENTALS	582.49	.00	.00	.00	582.49	.00
9-1100-413-00-110-006-0-442	CO JUDGE-EQUIP & VEHICLE RENTALS	4,800.00	2,615.84	1,746.00	1,746.00	438.16	90.87
9-1100-414-00-130-001-0-442	ELECTIONS DEPT-EQUIP & VEHICLE RENTALS	50,000.00	24,428.39	4,266.41	4,266.41	21,305.20	57.39
9-1100-415-00-200-001-0-442	INFO TECH DEPT-EQUIP & VEHICLE RENTALS	5,000.00	80.00	16.00	16.00	4,904.00	1.92
9-1100-415-14-115-001-0-442	DBM-BUDGET DIV-EQUIP & VEHICLE RENTALS	7,200.00	4,149.46	10.00	10.00	3,040.54	57.77
9-1100-415-15-140-001-0-442	TAX OFF-EQUIP & VEHICLE RENTALS	45,000.00	21,712.80	136.40	136.40	23,150.80	48.55
9-1100-415-16-150-001-0-442	CO TREASURER-EQUIP & VEHICLE RENTALS	36.00	30.00	6.00	6.00	.00	100.00
9-1100-415-18-160-001-0-442	PURCHASING-EQUIP & VEHICLE RENTALS	15,000.00	9,398.70	2,113.56	2,113.56	3,487.74	76.75
9-1100-415-21-170-001-0-442	CO AUDITOR-EQUIP & VEHICLE RENTALS	9,000.00	2,442.00	6.00	6.00	6,552.00	27.20
9-1100-415-40-180-001-0-442	CO CLERK-EQUIP & VEHICLE RENTALS	9,000.00	5,432.92	1,073.48	1,073.48	2,493.60	72.29
9-1100-415-50-190-001-0-442	CIVIL SERVICE-EQUIP & VEHICLE RENTALS	3,200.00	1,460.36	132.28	132.28	1,607.36	49.77
9-1100-415-50-190-002-0-442	HUMAN RESOURCES-EQUIP & VEHICLE RENTALS	3,500.00	1,248.05	416.59	416.59	1,835.36	47.56
9-1100-419-10-210-001-0-442	PLANNING DEPT-EQUIP & VEHICLE RENTALS	12,966.10	6,832.00	1,316.00	1,316.00	4,818.10	62.84
9-1100-419-40-115-069-0-442	CRTHSE PK LOT-EQUIP & VEHICLE RENTALS	100.00	20.00	4.00	4.00	76.00	24.00
9-1100-419-40-220-001-0-442	GEN GOVT BLDG-EQUIP & VEHICLE RENTALS	30,000.00	6,087.20	810.13	810.13	23,102.67	22.99
9-1100-419-50-115-059-0-442	DBM-SAFETY DIV-EQUIP & VEHICLE RENTALS	6,000.00	2,353.00	3.00	3.00	3,644.00	39.27
9-1100-421-00-280-001-0-442	SHERIFF-EQUIP & VEHICLE RENTALS	41,500.00	20,658.80	3,594.90	3,594.90	17,246.30	58.44
9-1100-421-00-292-001-0-442	CONSTABLE PCT.2-EQUIP & VEHICLE RENTAL	60.00	20.00	4.00	4.00	36.00	40.00
9-1100-421-00-293-001-0-442	CONSTABLE PCT.3-EQUIP & VEHICLE RENTALS	2,500.00	1,953.62	134.34	134.34	412.04	83.52
9-1100-421-00-294-001-0-442	CONSTABLE PCT.4-EQUIP & VEHICLE RENTALS	2,600.00	22.00	2.00	2.00	2,576.00	.92
9-1100-421-00-295-001-0-442	CONSTABLE PCT.5-EQUIP & VEHICLE RENTALS	2,000.00	1,600.00	320.00	320.00	80.00	96.00
9-1100-422-10-300-001-0-442	EMERG SRVS-FM-EQUIP & VEHICLE RENTAL	7,670.00	7,230.00	6.00	6.00	434.00	94.34
9-1100-423-21-280-002-0-442	JAIL-EQUIP & VEHICLE RENTALS	37,500.00	11,114.20	3,469.40	3,469.40	22,916.40	38.89
9-1100-423-32-330-001-0-442	JUV DET HM-EQUIP & VEHICLE RENTALS	2,589.00	256.00	152.00	152.00	2,181.00	15.76
9-1100-423-60-330-002-0-442	JUV PROB-EQUIP & VEHICLE RENTALS	.00	.00	.00	.00	.00	.00
9-1100-429-00-300-023-0-442	EMERG SRVS-EM-EQUIP & VEHICLE RENTALS	25,500.00	20.00	4.00	4.00	25,476.00	.09
9-1100-432-00-121-001-0-442	SANITATION PCT.1-EQUIP & VEHICLE RENTALS	2,000.00	1,647.04	4.00	4.00	348.96	82.55

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1100 GENERAL FUND							
9-1100-432-00-122-001-0-442	SANITATION PCT.2-EQUIP & VEHICLE RENTALS	500.00	.00	.00	.00	500.00	.00
9-1100-432-00-123-001-0-442	SANITATION PCT.3-EQUIP & VEHICLE RENTALS	1,400.00	152.06	163.99	163.99	1,083.95	22.58
9-1100-432-00-124-001-0-442	SANITATION PCT.4-EQUIP & VEHICLE RENTALS	100.00	20.00	4.00	4.00	76.00	24.00
9-1100-441-00-340-001-0-442	HEALTH ADM-EQUIP & VEHICLE RENTALS	11,985.60	11,275.60	16.00	16.00	694.00	94.21
9-1100-441-00-340-003-0-442	HEALTH CLINICS-EQUIP & VEHICLE RENTALS	35,923.20	31,313.20	24.00	24.00	4,586.00	87.23
9-1100-444-00-240-001-0-442	HUMAN SERVICES-EQUIP & VEHICLE RENTALS	700.00	247.75	291.28	291.28	160.97	77.00
9-1100-444-00-370-001-0-442	VETERAN'S SRV-EQUIP & VEHICLE RENTALS	3,300.00	2,130.00	426.00	426.00	744.00	77.45
9-1100-451-10-115-033-0-442	HISTORICAL COMM-EQUIP & VEHICLES RENTAL	300.00	.00	.00	.00	300.00	.00
9-1100-461-00-380-001-0-442	TX AGRILIFE EXT-EQUIP & VEHICLE RENTALS	8,000.00	5,018.84	638.68	638.68	2,342.48	70.72
9-1100-466-00-122-018-0-442	PCT 2 CRC-EQUIP & VEHICLE RENTALS	1,850.00	.00	.00	.00	1,850.00	.00
9-1100-466-00-122-082-0-442	PCT 2 CRC S TOWER RD-EQUIP & VEH RENTALS	250.00	.00	.00	.00	250.00	.00
1100 GENERAL FUND		**483,390.89**	**243,351.96**	**30,747.73**	**30,747.73**	**209,291.20**	**56.70**
1200 R&B COUNTYWIDE							
9-1200-431-00-115-041-0-442	ROAD ADM-EQUIP & VEHICLE RENTALS	1,039.59	.00	.00	.00	1,039.59	.00
9-1200-431-00-122-004-0-442	CO SHOP-EQUIP & VEHICLE RENTALS	1,000.00	150.00	.00	.00	850.00	15.00
9-1200-431-00-260-001-0-442	R-O-W DEPT-EQUIP & VEHICLE RENTAL	14,145.17	645.58	6.00	6.00	13,493.59	4.61
1200 R&B COUNTYWIDE		**16,184.76**	**795.58**	**6.00**	**6.00**	**15,383.18**	**4.95**
1201 R&B PRECINCT 1							
9-1201-431-00-121-004-0-442	PCT.1 RD ADM-EQUIP & VEHICLE RENTALS	800.00	314.56	10.00	10.00	475.44	40.57
9-1201-431-00-121-005-0-442	PCT.1 P/U RD-EQUIP & VEHICLE RENTALS	14,610.87	185.33	75.54	75.54	14,350.00	1.79
1201 R&B PRECINCT 1		**15,410.87**	**499.89**	**85.54**	**85.54**	**14,825.44**	**3.80**
1202 R&B PRECINCT 2							
9-1202-431-00-122-005-0-442	PCT.2 RD ADM-EQUIP & VEHICLE RENTALS	6,000.00	5,100.00	.00	.00	900.00	85.00
9-1202-431-00-122-006-0-442	PCT.2 P/U RD-EQUIP & VEHICLE RENTALS	5,075.00	185.73	39.27	39.27	4,850.00	4.43
1202 R&B PRECINCT 2		**11,075.00**	**5,285.73**	**39.27**	**39.27**	**5,750.00**	**48.08**
1203 R&B PRECINCT 3							
9-1203-431-00-123-004-0-442	PCT.3 RD ADM-EQUIP & VEHICLE RENTALS	150.00	.00	.00	.00	150.00	.00
9-1203-431-00-123-005-0-442	PCT.3 P/U RD-EQUIP & VEHICLE RENTALS	2,074.90	172.04	240.00	240.00	1,662.86	19.86
1203 R&B PRECINCT 3		**2,224.90**	**172.04**	**240.00**	**240.00**	**1,812.86**	**18.52**
1204 R&B PRECINCT 4							
9-1204-431-00-124-005-0-442	PCT.4 RD ADM-EQUIP & VEHICLE RENTALS	672.55	112.55	8.00	8.00	552.00	17.92
9-1204-431-00-124-007-0-442	PCT.4 P/U RD-EQUIP & VEHICLE RENTALS	6,039.27	1,230.73	322.54	322.54	4,486.00	25.72

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1204 R&B PRECINCT 4							
1204 R&B PRECINCT 4		**6,711.82**	**1,343.28**	**330.54**	**330.54**	**5,038.00**	**24.94**
1211 PARKS PRECINCT 1							
9-1211-452-00-121-013-0-442	PARKS PCT.1-EQUIP & VEHICLE RENTALS	3,810.00	1,921.40	251.40	251.40	1,637.20	57.03
1211 PARKS PRECINCT 1		**3,810.00**	**1,921.40**	**251.40**	**251.40**	**1,637.20**	**57.03**
1212 PARKS PRECINCT 2							
9-1212-452-00-122-008-0-442	PARKS PCT.2-EQUIP & VEHICLE RENTALS	300.00	.00	.00	.00	300.00	.00
1212 PARKS PRECINCT 2		**300.00**	**.00**	**.00**	**.00**	**300.00**	**.00**
1213 PARKS PRECINCT 3							
9-1213-452-00-123-008-0-442	PARKS PCT.3-EQUIP & VEHICLE RENTALS	4,528.35	597.29	135.06	135.06	3,796.00	16.17
1213 PARKS PRECINCT 3		**4,528.35**	**597.29**	**135.06**	**135.06**	**3,796.00**	**16.17**
1214 PARKS PRECINCT 4							
9-1214-452-00-124-009-0-442	PARKS PCT.4-EQUIP & VEHICLE RENTALS	2,500.00	.00	.00	.00	2,500.00	.00
1214 PARKS PRECINCT 4		**2,500.00**	**.00**	**.00**	**.00**	**2,500.00**	**.00**
1237 COUNTY CLERK RECORDS MANAGEMENT & PRESER							
9-1237-415-40-180-003-0-442	CC REC MGMT-EQUIP & VEHICLE RENTALS	20,000.00	14,022.48	2,446.92	2,446.92	3,530.60	82.35
1237 COUNTY CLERK RECORDS MANAGEMENT & PRESER		**20,000.00**	**14,022.48**	**2,446.92**	**2,446.92**	**3,530.60**	**82.35**
1246 T.A.C. SPECIAL VEHICLE INVENTORY							
9-1246-415-15-140-003-0-442	TAX OFF-EQUIP & VEHICLE RENTALS	1,150.00	.00	.00	.00	1,150.00	.00
1246 T.A.C. SPECIAL VEHICLE INVENTORY		**1,150.00**	**.00**	**.00**	**.00**	**1,150.00**	**.00**
1247 LAW LIBRARY							
9-1247-412-50-100-001-0-442	LAW LIBRARY-EQUIP & VEHICLE RENTALS	5,198.35	229.35	4.00	4.00	4,965.00	4.49
1247 LAW LIBRARY		**5,198.35**	**229.35**	**4.00**	**4.00**	**4,965.00**	**4.49**
1252 HIDTA FEDERAL SHARING-US TREASURY							
9-1252-412-00-270-012-0-442	HIDTA US TREASURY-EQUIP & VEHICLE RENTAL	2,000.00	20.00	4.00	4.00	1,976.00	1.20
1252 HIDTA FEDERAL SHARING-US TREASURY		**2,000.00**	**20.00**	**4.00**	**4.00**	**1,976.00**	**1.20**
1281 DESIGNATED PURPOSE GRANTS LVL 1							
9-1281-412-00-080-010-8-442	DA STATE SUPPLEMENT-EQUIP & VEHICLE RENT	2,000.00	.00	.00	.00	2,000.00	.00
9-1281-412-00-080-010-9-442	DA STATE SUPPLEMENT-EQUIP & VEHICLE RENT	1,820.00	.00	.00	.00	1,820.00	.00
1281 DESIGNATED PURPOSE GRANTS LVL 1		**3,820.00**	**.00**	**.00**	**.00**	**3,820.00**	**.00**
1282 DESIGNATED PURPOSE GRANTS LVL 2							
9-1282-412-00-068-002-0-442	TRUANCY-EQUIP & VEHICLE RENTALS	2,740.00	.00	.00	.00	2,740.00	.00
9-1282-412-30-085-001-9-442	PUBLIC DEFENDER-EQUIP & VEH RENTALS	1,677.92	1,066.52	152.36	152.36	459.04	72.64
1282 DESIGNATED PURPOSE GRANTS LVL 2		**4,417.92**	**1,066.52**	**152.36**	**152.36**	**3,199.04**	**27.59**
1284 DESIGNATED PURPOSE GRANTS LVL 4							
9-1284-421-00-280-037-9-442	OCDE-EQUIP & VEHICLE RENTALS	23,916.00	542.00	1,084.00	1,084.00	22,290.00	6.80

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1284 DESIGNATED PURPOSE GRANTS LVL 4							
1284 DESIGNATED PURPOSE GRANTS LVL 4		**23,916.00**	**542.00**	**1,084.00**	**1,084.00**	**22,290.00**	**6.80**
1291 HIDTA							
9-1291-412-00-270-003-8-442	HIDTA TASK FORCE-EQUIP & VEHICLE RENTALS	15,948.00	11,382.00	1,626.00	1,626.00	2,940.00	81.57
9-1291-412-00-270-003-9-442	HIDTA TASK FORCE-EQUIP & VEHICLE RENTALS	8,385.00	.00	.00	.00	8,385.00	.00
1291 HIDTA		**24,333.00**	**11,382.00**	**1,626.00**	**1,626.00**	**11,325.00**	**53.46**
1292 WIC							
9-1292-441-00-350-001-9-442	WIC ADM-EQUIP & VEHICLE RENTALS	1,820.00	200.00	322.00	322.00	1,298.00	28.68
1292 WIC		**1,820.00**	**200.00**	**322.00**	**322.00**	**1,298.00**	**28.68**
1293 HEALTH DEPARTMENT							
9-1293-441-00-340-013-9-442	TDH PHPSB-EQUIP & VEHICLE RENTALS	4,038.57	2,387.25	1,645.56	1,645.56	5.76	99.86
1293 HEALTH DEPARTMENT		**4,038.57**	**2,387.25**	**1,645.56**	**1,645.56**	**5.76**	**99.86**
1295 JUVENILE PROBATION POST-ADJUDICATION FAC							
9-1295-423-00-330-028-0-442	WESL B/C-EQUIP & VEHICLE RENTALS	1,000.00	794.90	.00	.00	205.10	79.49
1295 JUVENILE PROBATION POST-ADJUDICATION FAC		**1,000.00**	**794.90**	**.00**	**.00**	**205.10**	**79.49**
1297 ADULT PROBATION							
9-1297-423-00-320-002-9-442	BASIC SUPERVISION-EQUIP &VEHICLE RENTALS	700.00	.00	180.00	180.00	520.00	25.71
1297 ADULT PROBATION		**700.00**	**.00**	**180.00**	**180.00**	**520.00**	**25.71**
2201 SELF-FUNDED HEALTH BENEFITS							
9-2201-415-00-115-009-0-442	DBM-HEALTH INS ADM-EQUIP & VEH RENTALS	2,753.66	608.08	134.34	134.34	2,011.24	26.96
2201 SELF-FUNDED HEALTH BENEFITS		**2,753.66**	**608.08**	**134.34**	**134.34**	**2,011.24**	**26.96**
2202 SELF-FUNDED WORKERS' COMP							
9-2202-419-50-115-065-0-442	DBM-W/C DIV-EQUIP & VEHICLE RENTALS	5,716.04	3,894.12	.00	.00	1,821.92	68.13
2202 SELF-FUNDED WORKERS' COMP		**5,716.04**	**3,894.12**	**.00**	**.00**	**1,821.92**	**68.13**
9 YEAR		**647,000.13**	**289,113.87**	**39,434.72**	**39,434.72**	**318,451.54**	**50.78**

AI-14440 **20.8.**

Exemption-Competitive Bidding Requirements-Food Purchases
CC REGULAR

Date:	03/17/2009
Submitted By:	Marty Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Hidalgo County

Information

CAPTION

A. Requesting exemption from competitive bidding requirement under Texas Local Government Code, Chapter 262, Section .024 (a)(8)(d) "an item of food" for: Sheriff's Office & Adult Detention Facility (aka, County Jail), Juvenile Probation, Adult Probation, Texas Agrilife Extension Service, including all other Hidalgo County departments requiring food purchases;

B. Pursuant to same statute, specifically 262.024 (d), action on the following:
(1) Solicitation of at least three (3) quotes by:
(a) telephone; or,
(b) written quotations;
(2) Presentation of the proposed draft solicitation quote/bid form including terms, conditions, requirements, and draft agreement for vendors awarded contracts;

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** Various accounts

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

BUDGETARY IMPACT:

For funding availability please see attached expenditure report.

Attachments

Link: 144440
Link: Terms and Conditions
Link: Quote Form
Link: Tabulation Form for County
Link: Obj. code 630- Expenditure Report

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	03/12/2009 03:04 PM	APRV
2	Budget & Management	Veronica Lopez	03/12/2009 03:16 PM	APRV

3	Veronica Lopez	Veronica Lopez	03/13/2009 08:10 AM	APRV
4	Auditor's Office		03/13/2009 04:31 PM	NEW

Form Started By: Marty Salazar

Started On: 03/09/2009 01:48 PM

Final Approval Date: 03/13/2009

issue anticipation notes for the payment of that contract in an amount that exceeds the lesser of:

(1) 20 percent of the county's budget for the fiscal year in which the county enters into the contract; or

(2) $10 million.

(c) In applying the requirements established by Subsection (a), all separate, sequential, or component purchases of items ordered or purchased, with the intent of avoiding the requirements of this subchapter, from the same supplier by the same county officer, department, or institution are treated as if they are part of a single purchase and of a single contract. In applying this provision to the purchase of office supplies, separate purchases of supplies by an individual department are not considered to be part of a single purchase and single contract by the county if a specific intent to avoid the requirements of this subchapter is not present.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, § 57(a), eff. Aug. 28, 1989; Acts 1989, 71st Leg., ch. 1250, § 9, eff. Sept. 1, 1989; Acts 1991, 72nd Leg., ch. 16, § 13.02(b), eff. Aug. 26, 1991; Acts 1993, 73rd Leg., ch. 757, §§ 13, 38, eff. Sept. 1, 1993; Acts 1997, 75th Leg., ch. 442, § 1, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 505, § 2, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 436, § 4, eff. May 28, 2001; Acts 2001, 77th Leg., ch. 1063, § 2, eff. Sept. 1, 2001; Acts 2001, 77th Leg., ch. 1409, § 4, eff. Sept. 1, 2001; Acts 2003, 78th Leg., ch. 1276, § 12.004, eff. Sept. 1, 2003; Acts 2007, 80th Leg., ch. 689, § 1, eff. Sept. 1, 2007.

[1] V.T.C.A., Local Government Code § 271.041 et seq.

Section 2 of Acts 2007, 80th Leg., ch. 689 provides:

"The changes in law made by this Act apply only to a contract entered into on or after the effective date [Sept. 1, 2007] of this Act. A contract entered into before the effective date of this Act is governed by the law in effect when the contract was entered into, and the former law is continued in effect for that purpose."

§ 262.0235. Procedures Adopted by County Purchasing Agents for Electronic Bids or Proposals

The county purchasing agent, before receiving electronic bids or proposals, shall adopt rules in conformance with Section 262.011(*o*) to ensure the identification, security, and confidentiality of electronic bids or proposals.

Added by Acts 2001, 77th Leg., ch. 1063, § 3, eff. Sept. 1, 2001.

§ 262.024. Discretionary Exemptions

(a) A contract for the purchase of any of the following items is exempt from the requirement established by Section 262.023 if the commissioners court by order grants the exemption:

(1) an item that must be purchased in a case of public calamity if it is necessary to make the purchase promptly to relieve the necessity of the citizens or to preserve the property of the county;

(2) an item necessary to preserve or protect the public health or safety of the residents of the county;

(3) an item necessary because of unforeseen damage to public property;

(4) a personal or professional service;

(5) any individual work performed and paid for by the day, as the work progresses, provided that no individual is compensated under this subsection for more than 20 working days in any three month period;

(6) any land or right-of-way;

(7) an item that can be obtained from only one source, including:

(A) items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies;

(B) films, manuscripts, or books;

(C) electric power, gas, water, and other utility services; and

(D) captive replacement parts or components for equipment;

(8) an item of food;

(9) personal property sold:

(A) at an auction by a state licensed auctioneer;

(B) at a going out of business sale held in compliance with Subchapter F, Chapter 17, Business & Commerce Code; [1] or

(C) by a political subdivision of this state, a state agency of this state, or an entity of the federal government;

(10) any work performed under a contract for community and economic development made by a county under Section 381.004; or

(11) vehicle and equipment repairs.

(b) The renewal or extension of a lease or of an equipment maintenance agreement is exempt from the requirement established by Section 262.023 if the commissioners court by order grants the exemption and if:

(1) the lease or agreement has gone through the competitive bidding procedure within the preceding year;

(2) the renewal or extension does not exceed one year; and

(3) the renewal or extension is the first renewal or extension of the lease or agreement.

(c) If an item exempted under Subsection (a)(7) is purchased, the commissioners court, after accepting a signed statement from the county official who makes purchases for the county as to the existence of only one source, must enter in its minutes a statement to that effect.

(d) The exemption granted under Subsection (a)(8) of this section shall apply only to the sealed competitive bidding requirements on food purchases. Counties shall solicit at least three bids for purchases of food items by telephone or written quotation at intervals specified by the commissioners court. Counties shall award food purchase contracts to the responsible bidder who submits the lowest and best bid or shall reject all bids and repeat the bidding process, as provided by this subsection. The purchasing officer taking telephone or written bids under this subsection shall maintain, on a form approved by the commissioners court, a record of all bids solicited and the vendors contacted. This record shall be kept in the purchasing office for a period of at least one year or until audited by the county auditor.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, § 59(c), eff. Aug. 28, 1989; Acts 1989, 71st Leg., ch. 962, § 1, eff. Sept. 1, 1989; Acts 1989, 71st Leg., ch. 1001, § 2, eff. Aug. 28, 1989; Acts 1989, 71st Leg., ch. 1060, § 1, eff. Aug. 28, 1989; Acts 1991, 72nd Leg., ch. 16, § 13.03, eff. Aug. 26, 1991; Acts 1997, 75th Leg., ch. 142, § 2, eff. Sept. 1, 1997; Acts 2001, 77th Leg., ch. 1065, § 1, eff. June 15, 2001; Acts 2007, 80th Leg., ch. 1272, § 3, eff. Sept. 1, 2007.

[1] V.T.C.A., Bus. & Com. Code § 17.81 et. seq.

§ 262.0241. Mandatory Exemptions: Certain Recreational Services

(a) This section applies only to a county that:

(1) has a population of 20,000 or less; and

(2) owns not more than one golf course open for public use.

(b) The competitive bidding and competitive proposal procedures prescribed by this subchapter do not apply to the purchase of:

(1) management services for:

(A) a county-owned golf course; or

(B) a retail facility owned by the county and located on the premises of the golf course; and

(2) landscape maintenance services for a county-owned golf course.

Added by Acts 2001, 77th Leg., ch. 1065, § 2, eff. June 15, 2001.

§ 262.0245. Competitive Bidding Procedures Adopted by County Purchasing Agents

A county purchasing agent shall adopt procedures that provide for competitive bidding, to the extent practicable under the circumstances, for the county purchase of an item under a contract that is not subject to competitive bidding under Section 262.023.

Added by Acts 1991, 72nd Leg., ch. 16, § 13.02(e), eff. Aug. 26, 1991. Renumbered from § 262.0241 by Acts 2001, 77th Leg., ch. 1065, § 2, eff. June 15, 2001.

§ 262.025. Competitive Bidding Notice

(a) A notice of a proposed purchase must be published at least once a week in a newspaper of general circulation in the county, with the first day of publication occurring before the 14th day before the date of the bid opening. If there is no newspaper of general circulation in the county, the notice must be posted in a prominent place in the courthouse for 14 days before the date of the bid opening.

(b) The notice must include:

(1) the specifications describing the item to be purchased or a statement of where the specifications may be obtained;

(2) the time and place for receiving and opening bids and the name and position of the county official or employee to whom the bids are to be sent;

(3) whether the bidder should use lump-sum or unit pricing;

(4) the method of payment by the county; and

(5) the type of bond required by the bidder.

(c) If any part of the payment for a proposed purchase will be made through time warrants, the notice also must include a statement of the maximum amount of time warrant indebtedness, the rate of interest on the time warrants, and the maximum maturity date of the time warrants.

(d) In a county with a population of 3.3 million or more, the county and any district or authority created under Article XVI, Section 59, of the Texas Constitu-

STANDARD PURCHASE ORDER TERMS AND CONDITIONS
PURCHASING DEPARTMENT
COUNTY OF HIDALGO, TEXAS

1. *Terms and acceptance.* This order becomes a contract (1) when a signed acknowledgment of the order is received by Buyer, or (2) when shipment according to schedule of all or any portion of the goods covered by this order shall be made, or (3) when Buyer gives Seller written approval of the price and delivery schedule of the goods as stated by Seller if Seller's written acknowledgment of this order contains either: (a) a different price or delivery schedule or a different type of item, or (b) no price or no delivery schedule for the item or items to which Buyer's approval applies. Except as provided in the preceding sentence, it is a condition of this order that any provisions printed or otherwise contained in any acknowledgment hereof, inconsistent with or in addition to the terms and conditions herein stated, and any alteration in this purchase order, shall have no force or effect, and that Seller by such acknowledgment thereby agrees that any such provisions therein or any such alterations in this order shall not constitute any part of this contract of purchase and sale. Except where this order is made pursuant to a competitive bid awarded under the County Purchasing Act, this contract contains the entire agreement of the parties, and failure of either party to enforce any of its rights hereunder shall not constitute a waiver of such rights or of any other fights hereunder; where this order is made pursuant to a competitive bid awarded under the County Purchasing Act, the specifications, bid, and this contract contain the entire agreement of the parties, and failure of either party to enforce any of its rights hereunder shall not constitute a waiver of such rights or of any other rights hereunder, and the specifications and bid are incorporated herein by reference to the same extent as if fully set forth herein.

2. *Inspection, warranty.* Goods delivered (whether paid for or not) are subject to inspection, testing, and approval by Buyer before acceptance. Seller expressly warrants that all articles, materials, and work will conform to the applicable drawings, specifications, samples, or other descriptions given in all respects, and that the goods delivered hereunder will be of good quality, material, and workmanship, merchantable and free from defects. This warranty shall survive any inspection, delivery, acceptance, or payment by Buyer of the goods or services.

3. *Nonconforming goods.* All goods not fully up to standard and not in compliance with the specifications hereof, or shipped contrary to instructions, or in excess of the quantities herein provided, or substituted for goods described, or not shipped in containers conforming to Buyer's specfications (or, in the absence of such specifications, in recognized standard containers), or allegedly violating any statute, ordinance, or administrative order, rule, or regulation, may be rejected by Buyer and returned or held at Seller's expense and risk. Buyer may charge to Seller all expense of inspecting, unpacking, examining, repacking, storing, and reshipping any goods rejected as aforesaid. The remedies hereinabove afforded to Buyer shall not be exclusive, but Buyer may hold Seller liable for any and all damages arising from any breach or default hereinabove set forth.

4. *Product warranty.* Seller shall not limit or exclude any implied or expressed warranties and any attempt to do so shall render this contract void able at the option of the Buyer. Seller warrants that the goods furnished will conform to the specifications, drawings, and descriptions listed in the bid invitation, or request for quotes, and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.

5. *Safety warranty.* Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970 (OSHA). In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, the correction made by Buyer will be at Seller's expense.

6. *Price warranty.* The price to be paid by Buyer shall be that contained in Seller's bid or quote, and is not subject to increase. No additional amounts shall be chargeable to Buyer because of taxes or excises in accordance with State law regarding sales taxes and excise taxes or any other tax, presently or hereafter levied on Seller. If Seller's quoted prices for the goods covered by this order are reduced (whether in the form of a price reduction, close-out, rebate, allowances, or additional discounts offered to anyone) at time of any shipment, Seller agrees that the price to Buyer for such goods will be reduced accordingly, and that Buyer will be billed at such reduced prices. If price includes taxes or excises, and if such taxes or excises or any part thereof are hereafter refunded to Seller, Seller shall immediately pay Buyer the amount of such refund. Seller warrants that the prices herein are not higher than prices being charged to other organizations and public entities purchasing identical goods in smaller quantities at this particular time and do not discriminate against purchaser. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, kickback, bribe, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach or violation of this warranty, the Buyer shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, kickback, bribe, percentage, brokerage or contingent fee.

7. *Invoices and Payments.* A new Seller must provide a completed Bidder/Vendor Application and completed W-9 with initial invoice or delivery ticket. These forms are required by the Hidalgo County Auditor's Office to set up new vendors prior to the issuance of the initial purchase order

a. *Invoicing*: Seller shall submit a separate invoice for each purchase order filled. Seller must indicate the purchase order, and the supply agreement number, if applicable. Invoices shall be itemized and transportation charge(s), if any, shall be listed separately on the invoice(s). No federal excise , state or city sales tax should be included. A copy of Hidalgo County's exemption certificate will be provided upon request; original invoice(s), delivery ticket(s), bill(s) of lading, freight bill(s), and other proof of delivery must be sent or provided to the user department(s) for verification and approval. Seller shall keep the Purchasing Department and the user department(s) informed of any changes in address(es) and business status.

b. *Payment*: Payment is contingent upon the statutory auditing and approval of invoices and claims by the Office of the County Auditor, and also approval by the Commissioners' Court at a regular scheduled public meeting. Seller must notify the County Auditor's Office of any changes in address(es) and business status.

8. *Gratuities*: The Buyer may, by written notice to Seller, cancel this contract without liability to Seller, if it is determined by Buyer that gratuities, kickbacks or bribes, in the form of entertainment, gifts, or otherwise, were offered or given by Seller, or any agent or representative of Seller, to any officer or employee of the County of Hidalgo with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event this contract is canceled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

9. *Special tools and test equipment.* If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of Buyer and to the extent feasible shall be identified by Seller as such.

10. *Delivery time of essence.* Buyer's schedules are based upon the agreement that the goods will be delivered to Buyer by the dates specified on the face of the purchase order. Time is therefore of the essence and if goods are not delivered within the time specified hereon, Buyer may reject such goods and cancel order. The acceptance of later or defective deliveries shall not be deemed a waiver by Buyer of its right to cancel this order, or to refuse to accept further deliveries.

11. *Seller to package goods.* Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows: (a) Seller's name and address; (b) consignee's name, address and purchase order or purchase release number and the supply agreement number, if applicable; (c) container number and total number of containers (e.g., box 1 of 4 boxes); and (d) the number of the container bearing the packing slip. Seller shall bear the cost of packaging unless otherwise provided. Goods shall be suitably packed to carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing list.

12. *Shipment under reservation prohibited.* Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.

13. *Title and risk of loss.* The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.

14. *Delivery terms and transportation charges.* F.O.B. Destination Freight Prepaid unless delivery terms are specified otherwise in bid or quote. Buyer agrees to pay the actual costs, if the quoted delivery terms do not include transportation costs, provided Buyer shall have the right to designate what method of transportation shall be used to ship the goods.

15. *Place of delivery.* The place of delivery shall be that set forth in the block on the purchase order or purchase release entitled "Receiving Agency." Any change thereto shall be effected by modification as provided for in paragraph 22, "Modification", hereof. The terms of this agreement are "no arrival, no sale."

16. *Warranty against infringement.* Seller warrants that the sale or use of goods of Seller's design or Seller's patents covered by this order either alone, or in combination with other materials, will not infringe or contribute to the infringement of any patents or trademarks or copyrights either in the U.S.A. or foreign countries, and Seller shall defend every suit which shall be brought against Buyer or any party selling or using Buyer's products for any alleged infringements of any patents, trademarks or copyrights, by reason of the sale or use of said materials either alone, or in combination with other materials and to pay all expenses and fees of counsel which shall be incurred in and about defending every such suit and all costs, damages, and profits recoverable in every such suit.

17. *Compliance with law.* The performance of any work pursuant to this order is and shall be subject in all respects to and in compliance with all laws, rules, regulations, and ordinances, proclamations, demands, directives, executive orders, or other requirements of the municipal, state, and federal governments and all subdivisions thereof which now govern or may hereafter govern the manufacture, sale, or delivery of the parts, supplies, and goods, contemplated by this order, including, but not limited to the provisions of the Fair Labor Standards Act of 1938, the Walsh Healy Act, the Federal Food, Drug, and Cosmetics Act, and any other applicable laws.

18. *Indemnification by Seller.* Seller will indemnify, hold harmless, and defend Buyer from all liability for loss, damage, or injury to person or property in any manner arising out of or incident to the performance of the contract.

19. *Taxes.* Seller accepts liability for payment of all payroll and Social Security taxes and all other federal, state, or local taxes now or hereinafter imposed by any governmental authority.

20. *Conflicting terms.* If terms on this order do not appear on or agree with Seller's invoice as rendered, Seller agrees that Buyer may change invoice to conform to this order and make payment accordingly.

21. *Delegation, assignment.* Seller shall not delegate or assign any duties or claims under this order without Buyer's prior written consent. Any such delegation or assignment attempted without Buyer's previous written consent shall effect, at Buyer's option, a cancellation of all of Buyer's obligation hereunder. All claims for moneys due or to become due from Buyer shall be subject to deduction by Buyer, for any setoff or counterclaim arising out of this or any other of Buyer's orders with Seller, whether such setoff or counterclaim arose before or after any such assignment by Seller.

22. *Modification.* Buyer shall have the right to make, from time to time, and without notice to any sureties or assignees, changes as to packing, testing, destination, specifications, designs, and delivery schedule. Seller shall immediately notify Buyer of any increases or decreases in costs caused by such changes and an equitable adjustment of prices or other terms hereof shall be agreed upon in a written amendment to this order.

23. *Cancellation.* Buyer reserves the right at any time and from time to time without cause, to cancel all or any part of the undelivered portion of this order by notice to Seller. In the event of such cancellation, Buyer shall not be liable to Seller for loss of anticipatory profits. The provisions of this paragraph shall not limit or affect Buyer's right to terminate this purchase order for default of Seller.

24. *Waiver of liens.* Seller hereby waives and relinquishes all liens and claims statutory or otherwise which Seller now has or may hereafter have as a result of labor done and materials furnished by Seller or Buyer in performance of the within order.

25. *Default.* Upon the happening of any one or more of the following events, Buyer shall forthwith have the unrestricted right to cancel and terminate the within contract without cost or liability to the Buyer: (1) Seller's insolvency or inability to meet obligations as they become due; (2) filing of voluntary or involuntary petition of bankruptcy by or against Seller; (3) institution of legal proceedings against Seller by creditors or stockholders; (4) appointment of a receiver for Seller by any court of competent jurisdiction. The acceptance of goods or performance after the occurrence of any of the events above enumerated shall not affect the right of the Buyer to cancel its additional obligations.

26. *Interpretation – Parol Evidence.* This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code (UCC) is used in this agreement, the definition contained in the UCC is to control.

27. *Applicable law.* This order shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this order.

28. *Advertising.* Seller shall not advertise or publish, without Buyer's prior consent, the fact that Buyer has entered into this order, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

29. *Right to assurance.* Whenever one party to this contract in good faith has reason to question the other party's intent to perform, it may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

30. *Venue.* Both parties agree that venue for any litigation arising from this contract shall lie in Hidalgo County, Texas.

31. *Prohibition against personal interest in contracts.* No elected official, officer or employee of the County of Hidalgo shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies or services, except on behalf of the County as an officer or employee. Any willful violation of this paragraph shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to removal from his office or position. Any violation of this paragraph, with the knowledge, express or implied, of the person or corporation contracting with the County shall render the contract voidable by the County Commissioners' Court. Any request for exceptions to this shall be accompanied by a letter from the District Attorney indicating that there will not be a violation of local, state and federal law.

32. *Miscellaneous.*

a. The seller shall cooperate with any internal audit or any independent audit and provide documentation and/or confirmation of any transaction between the County of Hidalgo and the Seller.

b. If components of a single unit are itemized, the invoice must include a statement sufficient to indicate that the components comprise a single unit.

c. If the Seller receives a request to describe items in an invoice which is inconsistent with the correct description, the Seller should request that a written request be made. It shall be the Seller's responsibility to notify the County Auditor of such requests and provide all related information.

d. The Seller shall not use the County's purchasing account to sell personal items to employees of the County. The Seller shall notify the County Auditor of such requests and provide all related information.

e. Invoices submitted to the County must indicate whether there are multiple pages and the pages must be numbered.

REQUEST FOR QUOTES FORM

DATE: _____

COMPANY NAME:		**REQUEST FOR:**	
ADDRESS:		QUOTATION	
CITY/STATE/ZIP:		INQUIRY ONLY	
PHONE/ FAX NO.:		THIS IS NOT AN ORDER	
REPRESENTATIVE:		SUMMARY OF QUOTATION	

FROM: _____

ADDRESS: _____

_____

PHONE **Phone: (956)-**_____

FAX **Fax: (956)-** _____

Contact Person_____

F.O.B
DELIVERY
TERMS
QUOTE GOOD FOR _____DAYS
QUOTATIONS MUST BE RECEIVED BY: _____PM/AM on Date, Month , 2009 In person or via-fax to (956) _____

PLEASE QUOTE UNIT PRICE, SHIPPING POINT, F.O.B., DELIVERY SCHEDULE AND TERMS ON.

QUANTITY	ITEM	DESCRIPTION AND DELIVERY REQUIRED	UNIT PRICE	TOTAL AMOUNT
		REPRESENTATIVE SIGNATURE: _____		

SPECIAL NOTICE TO VENDORS:

1. IF UNABLE TO QUOTE, PLEASE ADVISE AT ONCE AND RETURN NO BID.
2. SHOW ABOVE QUOTE NUMBER ON ALL PROJECT CORRESPONDENCE.
3. ITEMIZE ALL UNIT PRICES AND DISCOUNTS SEPARATELY.
4. ATTACH COMPLETE SPECIFICATIONS FOR ANY SUBSTITUTIONS OFFERED.
5. WE RESERVE THE RIGHT TO ACCEPT OR PROTECT YOUR QUOTATION.
6. ALL QUOTATIONS SUBJECT TO ACCEPTANCE ON OUR USUAL PURCHASE ORDER FORMS.
7. QUOTES MUST NOT EXCEED LIMIT OF $25,000.00

REQUEST FOR OFFER FOR GROCERIES-_____ THRU _____ ** Products to be ordered on as needed basis, As requested by the _____ Authorized Personal. (Estimated usage only for a six-month period, amount of units may change depending on population of inmates) cs=case, lb=pounds, oz=ounces, gal=gallons, dz=dozen, bg=bags, ct=count, qt=quart, pt=pint

YOUR BID MUST INCLUDE THIS INFORMATION

MEAT PRODUCTS-RAW

ITEM	DESCRIPTION	PKG.	WEIGHT	Amt needed now	Back Order	DELIVARY WKLY BI-WEEKLY, MTHLY	UNIT COST	TOTAL COST
1							$	$
2							$	$
3							$	$
4							$	$
5							$	$
6							$	$
7							$	$
8							$	$
9							$	$
10							$	$
11							$	$
12							$	$
13							$	$
14							$	$
15							$	$

ITEM	DESCRIPTION	PKG.	WEIGHT	Amt needed now	Back Order	DELIVARY WKLY BI-WEEKLY, MTHLY	UNIT COST	TOTAL COST

DAIRY PRODUCTS

1							$	$
2							$	$
3							$	$
4							$	$
5							$	$
6							$	$
7							$	$
8							$	$
9							$	$

PRODUCE

1							$	$
2							$	$
3							$	$
4							$	$
5							$	$
6							$	$
7							$	$
8							$	$
9							$	$
10							$	$
11							$	$

MEAT PRODUCTS FULLY COOKED

ITEM	DESCRIPTION	PKG.	WEIGHT	Amt needed now	Back Order	DELIVARY WKLY BI-WEEKLY, MTHLY	UNIT COST	TOTAL COST
1							$	$
2							$	$
3							$	$
4							$	$
5							$	$
6							$	$
7							$	$
8							$	$
9							$	$
10							$	$
11							$	$
12							$	$
13							$	$
14							$	$
15							$	$
16							$	$
17							$	$
18							$	$
19							$	$
20							$	$

STAPLES perishables & non-perishables

ITEM	DESCRIPTION	PKG.	WEIGHT	Amt needed now	Back Order	DELIVARY WKLY BI-WEEKLY, MTHLY	UNIT COST	TOTAL COST
1							$	$
2							$	$
3							$	$
4							$	$
5							$	$
6							$	$
7							$	$
8							$	$
9							$	$
10							$	$
11							$	$
12							$	$
13							$	$
14							$	$
15							$	$
16							$	$
17							$	$
18							$	$
19							$	$
20							$	$
21							$	$
22							$	$
23							$	$
24							$	$

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1100 GENERAL FUND							
9-1100-412-00-001-001-0-630	92ND DC-FOOD	2,000.00	2,000.00	1,322.63	.00	677.37	66.13
9-1100-412-00-002-001-0-630	93RD DC-FOOD	3,726.00	3,726.00	745.83	817.33	2,162.84	41.95
9-1100-412-00-003-001-0-630	139TH DC-FOOD	1,500.00	1,500.00	22.24	323.14	1,154.62	23.03
9-1100-412-00-004-001-0-630	206TH DC-FOOD	2,500.00	2,500.00	2,442.51	142.01	-84.52	103.38
9-1100-412-00-005-001-0-630	275TH DC-FOOD	1,700.00	1,700.00	.00	.00	1,700.00	.00
9-1100-412-00-006-001-0-630	332ND DC-FOOD	1,500.00	1,500.00	560.04	139.96	800.00	46.67
9-1100-412-00-007-001-0-630	370TH DC-FOOD	.00	2,000.00	898.78	101.22	1,000.00	50.00
9-1100-412-00-008-001-0-630	389TH DC-FOOD	2,250.00	2,250.00	744.08	55.92	1,450.00	35.56
9-1100-412-00-009-001-0-630	398TH DC-FOOD	3,000.00	3,000.00	1,189.38	643.40	1,167.22	61.09
9-1100-412-00-009-003-0-630	INDIGENT DEFENSE-FOOD	1,500.00	1,500.00	.00	.00	1,500.00	.00
9-1100-412-00-010-001-0-630	430TH DC-FOOD	1,000.00	1,000.00	446.10	.00	553.90	44.61
9-1100-412-00-011-001-0-630	449TH DC-FOOD	2,000.00	2,000.00	.00	.00	2,000.00	.00
9-1100-412-00-021-001-0-630	CCL#1-FOOD	.00	1,633.50	1,215.88	214.12	203.50	87.54
9-1100-412-00-022-001-0-630	CCL#2-FOOD	500.00	500.00	.00	.00	500.00	.00
9-1100-412-00-023-001-0-630	CCL#3 PROBATE CRT-FOOD	500.00	500.00	.00	.00	500.00	.00
9-1100-412-00-024-001-0-630	CCL#4-FOOD	100.00	.00	.00	.00	.00	.00
9-1100-412-00-025-001-0-630	CCL#5-FOOD	1,000.00	1,000.00	80.00	.00	920.00	8.00
9-1100-412-00-026-001-0-630	CCL#6-FOOD	2,088.00	2,088.00	473.61	592.41	1,021.98	51.05
9-1100-412-00-031-001-0-630	MASTER COURT-FOOD	.00	1,000.00	.00	.00	1,000.00	.00
9-1100-412-00-032-001-0-630	MASTER CRT II-FOOD	50.00	50.00	.00	.00	50.00	.00
9-1100-412-00-045-001-0-630	AUXILIARY COURT-FOOD	1,000.00	1,000.00	.00	.00	1,000.00	.00
9-1100-412-00-064-001-0-630	JP PCT 2/PL 2-FOOD	100.00	100.00	.00	.00	100.00	.00
9-1100-412-00-066-001-0-630	JP PCT 3/PL 2-FOOD	200.00	200.00	114.00	85.82	.18	99.91
9-1100-412-00-090-001-0-630	DIST CLERK-FOOD	1,000.00	1,000.00	.00	.00	1,000.00	.00
9-1100-412-20-080-001-0-630	GRAND JURY-FOOD	135.00	135.00	.00	.00	135.00	.00
9-1100-413-00-110-006-0-630	CO JUDGE-FOOD	1,500.00	1,500.00	128.30	.00	1,371.70	8.55
9-1100-414-00-130-001-0-630	ELECTIONS DEPT-FOOD	6,000.00	6,000.00	79.60	87.73	5,832.67	2.79

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1100 GENERAL FUND							
9-1100-415-00-115-072-0-630	HURRICANE DOLLY-FOOD	.00	.00	896.43	.00	-896.43	.00
9-1100-415-14-115-001-0-630	DBM-BUDGET DIV-FOOD	250.00	250.00	.00	.00	250.00	.00
9-1100-415-18-160-001-0-630	PURCHASING-FOOD	500.00	500.00	.00	.00	500.00	.00
9-1100-415-40-180-001-0-630	CO CLERK-FOOD	300.00	300.00	.00	.00	300.00	.00
9-1100-415-50-190-001-0-630	CIVIL SERVICE-FOOD	1,700.00	1,700.00	.00	29.99	1,670.01	1.76
9-1100-415-50-190-002-0-630	HUMAN RESOURCES-FOOD	1,500.00	1,500.00	.00	.00	1,500.00	.00
9-1100-419-40-220-001-0-630	GEN GOVT BLDG-FOOD	3,000.00	3,000.00	.00	.00	3,000.00	.00
9-1100-422-10-300-001-0-630	EMERG SRVS-FM-FOOD	1,500.00	1,500.00	784.90	.00	715.10	52.33
9-1100-423-21-280-002-0-630	JAIL-FOOD	1,500,000.00	1,500,000.00	154,532.41	199,131.41	1,146,336.18	23.58
9-1100-423-32-330-001-0-630	JUV DET HM-FOOD	100,000.00	80,353.00	8,051.86	10,495.01	61,806.13	23.08
9-1100-429-00-300-023-0-630	EMERG SRVS-EM-FOOD	10,000.00	5,000.00	1,160.00	332.26	3,507.74	29.85
9-1100-432-00-121-001-0-630	SANITATION PCT.1-FOOD	300.00	300.00	.00	.00	300.00	.00
9-1100-432-00-123-001-0-630	SANITATION PCT.3-FOOD	300.00	300.00	.00	.00	300.00	.00
9-1100-432-00-124-001-0-630	SANITATION PCT.4-FOOD	200.00	200.00	.00	.00	200.00	.00
9-1100-441-00-340-001-0-630	HEALTH ADM-FOOD	2,600.00	2,600.00	.00	.00	2,600.00	.00
9-1100-441-00-340-003-0-630	HEALTH CLINICS-FOOD	2,000.00	2,000.00	300.00	.00	1,700.00	15.00
9-1100-444-00-370-001-0-630	VETERAN'S SRV-FOOD	340.00	340.00	.00	.00	340.00	.00
9-1100-461-00-380-001-0-630	TX AGRILIFE EXT-FOOD	3,400.00	3,400.00	.00	.00	3,400.00	.00
1100 GENERAL FUND		**1,664,739.00**	**1,644,625.50**	**176,188.58**	**213,191.73**	**1,255,245.19**	**23.68**
1200 R&B COUNTYWIDE							
9-1200-431-00-122-004-0-630	CO SHOP-FOOD	100.00	100.00	.00	.00	100.00	.00
1200 R&B COUNTYWIDE		**100.00**	**100.00**	**.00**	**.00**	**100.00**	**.00**
1201 R&B PRECINCT 1							
9-1201-431-00-121-004-0-630	PCT.1 RD ADM-FOOD	3,000.00	2,000.00	.00	.00	2,000.00	.00
9-1201-431-00-121-005-0-630	PCT.1 P/U RD-FOOD	1,000.00	1,000.00	.00	.00	1,000.00	.00
1201 R&B PRECINCT 1		**4,000.00**	**3,000.00**	**.00**	**.00**	**3,000.00**	**.00**
1202 R&B PRECINCT 2							
9-1202-431-00-122-005-0-630	PCT.2 RD ADM-FOOD	100.00	100.00	.00	.00	100.00	.00

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1202 R&B PRECINCT 2							
9-1202-431-00-122-006-0-630	PCT.2 P/U RD-FOOD	100.00	100.00	.00	.00	100.00	.00
1202 R&B PRECINCT 2		**200.00**	**200.00**	**.00**	**.00**	**200.00**	**.00**
1203 R&B PRECINCT 3							
9-1203-431-00-123-004-0-630	PCT.3 RD ADM-FOOD	500.00	500.00	.00	.00	500.00	.00
9-1203-431-00-123-005-0-630	PCT.3 P/U RD-FOOD	1,000.00	1,000.00	.00	.00	1,000.00	.00
1203 R&B PRECINCT 3		**1,500.00**	**1,500.00**	**.00**	**.00**	**1,500.00**	**.00**
1204 R&B PRECINCT 4							
9-1204-431-00-124-005-0-630	PCT.4 RD ADM-FOOD	300.00	300.00	.00	.00	300.00	.00
9-1204-431-00-124-007-0-630	PCT.4 P/U RD-FOOD	600.00	600.00	.00	.00	600.00	.00
1204 R&B PRECINCT 4		**900.00**	**900.00**	**.00**	**.00**	**900.00**	**.00**
1211 PARKS PRECINCT 1							
9-1211-452-00-121-013-0-630	PARKS PCT.1-FOOD	200.00	200.00	.00	.00	200.00	.00
1211 PARKS PRECINCT 1		**200.00**	**200.00**	**.00**	**.00**	**200.00**	**.00**
1212 PARKS PRECINCT 2							
9-1212-452-00-122-008-0-630	PARKS PCT.2-FOOD	50.00	50.00	.00	.00	50.00	.00
1212 PARKS PRECINCT 2		**50.00**	**50.00**	**.00**	**.00**	**50.00**	**.00**
1213 PARKS PRECINCT 3							
9-1213-452-00-123-008-0-630	PARKS PCT.3-FOOD	.00	500.00	.00	.00	500.00	.00
1213 PARKS PRECINCT 3		**.00**	**500.00**	**.00**	**.00**	**500.00**	**.00**
1222 DISTRICT ATTORNEY BAD CHECK PROCESSING							
9-1222-412-00-080-006-0-630	DA BAD CK-FOOD	300.00	432.42	132.42	.00	300.00	30.62
1222 DISTRICT ATTORNEY BAD CHECK PROCESSING		**300.00**	**432.42**	**132.42**	**.00**	**300.00**	**30.62**
1295 JUVENILE PROBATION POST-ADJUDICATION FAC							
9-1295-423-00-330-028-0-630	WESL B/C-FOOD	130,000.00	130,000.00	17,282.35	8,180.03	104,537.62	19.59
1295 JUVENILE PROBATION POST-ADJUDICATION FAC		**130,000.00**	**130,000.00**	**17,282.35**	**8,180.03**	**104,537.62**	**19.59**
1297 ADULT PROBATION							
9-1297-423-00-320-002-9-630	BASIC SUPERVISION-FOOD	.00	2,609.06	590.64	42.36	1,976.06	24.26
9-1297-423-00-320-005-9-630	RESTITUTION CTR-FOOD	.00	39,747.20	.00	3,739.70	36,007.50	9.41
9-1297-423-00-320-020-9-630	SATF-FOOD	.00	104,429.60	16,710.64	26,324.31	61,394.65	41.21
1297 ADULT PROBATION		**.00**	**146,785.86**	**17,301.28**	**30,106.37**	**99,378.21**	**32.30**
9 YEAR		**1,801,989.00**	**1,928,293.78**	**210,904.63**	**251,478.13**	**1,465,911.02**	**23.98**

AI-14368 **20.9.**

Commercial Account Policy

CC REGULAR

Date:	03/17/2009
Submitted By:	Ovidio Gonzalez, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Discussion, consideration and action in connection with adopting and approving the proposed draft of the Hidalgo County Commercial Account use Policy, Guidelines and Procedures (as attached hereto).

BACKGROUND

Please see attached Commercial Account Policy.

Fiscal Impact

Attachments

Link: Revised Policy

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/12/2009 09:08 AM	APRV
2	Budget & Management	Veronica Lopez	03/12/2009 09:12 AM	APRV
3	Damaris San Miguel	Damaris San Miguel	03/13/2009 04:18 PM	APRV
4	Auditor's Office		03/13/2009 04:31 PM	NEW
Form Started By: Ovidio Gonzalez			Started On: 03/04/2009 03:10 PM	
Final Approval Date: 03/13/2009				

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COMMERCIAL ACCOUNT USE POLICY, GUIDELINES, AND PROCEDURES
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COMMERCIAL ACCOUNT USE POLICY, GUIDELINES, AND PROCEDURES

1.00 REFERENCE

Form C.1.1 Commercial Account Request Form
Form C.1.2 Commercial Account Purchases Log
Form C.1.3 Commercial Account Cardholder/Card User Acknowledgement
Form C.1.4 Commercial Account Manager Acknowledgment
Form C.1.5 Dispute Form

All forms are located on the "County Policies and Forms" page on the County's intranet.

2.00 BACKGROUND

Hidalgo County's Commercial Account Program (the "Program") has been established to provide a convenient, efficient means to purchase commodities from vendors and to reduce costs associated with the purchasing process. The "Program" is designed to empower employees to purchase items needed for official County business and is an enhancement to the purchasing process and a delegation of the purchasing authority. The use of a Commercial Account is a privilege that is granted to selected employees by Commissioners' Court. Certain responsibilities are associated with this privilege.

On March 17, 2009, the Hidalgo County Commissioners' Court approved the Commercial Account Use Policy, Guidelines, and Procedures. The commercial account use policies, procedures, and guidelines set forth below are applicable to Hidalgo County Public Officials (Elected Officials, Appointed Officials, and Department Heads) and employees.

The purpose of this policy is to provide rules, guidance, and procedures for the use of commercial accounts. Public Officials may enact a more restrictive policy regarding usage of commercial accounts for their respective Office/Department.

Hidalgo County's Purchasing Agent, as the Commercial Account Administrator, is responsible for the countywide management of the commercial account program and ensures that departments follow all State and County laws, policies, guidelines, and procedures relating to the purchasing function. Each Public Official and Commercial Account Manager is responsible for the management of the commercial account in his department.

3.00 DEFINITIONS

"Billing period" means the monthly cycle during which transactions are posted. This cycle might not coincide with an actual calendar month.

"Central Commercial Account Statement" means the County's consolidated billing statement that lists all cardholder/card user transactions.

"Commercial Account Administrator" is the Purchasing Agent who administers the countywide Commercial Account Program and serves as the liaison between the Commercial Account Manager,

authorized users and the Commercial Account Issuer. The Commercial Account Administrator will coordinate the acquisition and distribution of all commercial accounts.

"Commercial Account Cardholder" means an employee authorized by Commissioners' Court to make purchases for official county business with a commercial account.

"Commercial Account Card User" means an employee who has been authorized to use a Commercial Account Group Card.

"Commercial Account Issuer" is the company that issues the commercial account and sends out the commercial account monthly billing statements.

"Commercial Account Group Card" means a card issued to a department as opposed to an individual. The Commercial Account Group Card may only be utilized by authorized Commercial Account Card Users with a valid county issued identification card.

"Commercial Account Manager" is an Hidalgo County employee that coordinates the Commercial Account Program for a department.

"Commercial Account Billing Statement" means the monthly statement for a Cardholder or Group Card that lists all transactions made during the billing period.

"Commercial Account" means a credit card issued by a Commercial Account Issuer.

"Disputed Item" means a transaction appearing on the commercial account statement that the Commercial Account Cardholder or Card User did not authorize.

"Reconciliation" means the process of verifying, approving and settling transactions.

"Transaction" means a purchase or charge to an account.

"Transaction Limit" means:

a. "Single Transaction Limit" - the maximum amount of a single transaction.
b. "Monthly Transaction Limit" - the maximum amount of all transactions during the billing period.

4.00 POLICIES, GUIDELINES, AND PROCEDURES

4.01 COMMERCIAL ACCOUNT ADMINISTRATION

1. **Commercial Account Administrator:** The Commercial Account Administrator shall be assigned responsibility for administering the countywide Commercial Account Program. The Purchasing Agent shall serve as the Commercial Account Administrator. Duties may be assigned to a designee, however ultimate responsibility for the administration of the Program remains with the Purchasing Agent. The Commercial Account Administrator's responsibilities include the following:

A. Informs commercial account issuers about commercial account policy requirements that need to be met by the commercial account issuer (i.e. requiring commercial account cardholders/card users to present purchase order and identification at time of purchase, appearance of commercial account card etc.)
B. Reviews requests for commercial accounts from Public Officials and Commercial Account Managers and requests approval for the issuance of commercial accounts from Commissioners' Court;
C. Maintains master list of all commercial accounts, Commercial Account Managers, Commercial Account Cardholders and Card Users.
D. Receives commercial account cards from the Commercial Account Issuer and issues commercial account cards to Commercial Account Managers;
E. Provides training to Commercial Account Managers, Commercial Account Cardholders and Card Users regarding the proper use of the commercial account in accordance with this policy;
F. Assists the Commercial Account Managers and/or Commercial Account Cardholders and Card Users with settling commercial account disputes;
G. Ensures compliance with the policy by reviewing purchases monthly on a sample basis;
H. Monitors the Commercial Account for late fees or finance charges;
I. Reviews the Commercial Account Policy, Guidelines, and Procedures at least annually and presents recommendations for improvement to Commissioners' Court for approval; and
J. Is responsible for other duties as outlined by this policy.

2. Commercial Account Manager: Public Officials shall assign the responsibility for administering the Commercial Account Program for their respective office/department to a Commercial Account Manager. Responsibilities of the Commercial Account Manager include the following:

A. Receives training upon designation as a Commercial Account Manager and annually thereon regarding administration of the Commercial Account Program and responsibilities from the Commercial Account Administrator;
B. Maintains abreast of the Commercial Account Use and Hidalgo County Purchasing policies, guidelines, and procedures;
C. Submits requests for commercial account cards to the Commercial Account Administrator;
D. Distributes commercial account cards to Commercial Account Cardholders and Card Users;
E. Documents on a commercial account release/return log the date the commercial account card was released/returned by Commercial Account Cardholders and Card Users and the name of the Commercial Account Cardholders and Card Users;
F. Reviews commercial account purchases in detail on a monthly basis to ensure that purchases are appropriate and made in accordance with this policy;
G. Identifies, documents, and reports authorized user's violations to the Commercial Account Administrator and County Auditor.
H. Reviews commercial account billing statements and recommends approval of payment to the Public Official;

I. Ensures commercial accounts cards are stored in a secure location while not in use; and
J. Is responsible for other duties as outlined by this policy.

3. **Commercial Account Cardholder and Card User:** Commercial Account Cardholders and Card Users are those individuals authorized by Commissioners' Court to make purchases with a commercial account in accordance with this policy. Commercial Account Cardholders and Card Users responsibilities include the following:

   A. Maintains abreast of the Commercial Account Use and Hidalgo County Purchasing policies, guidelines, and procedures;
   B. Obtains and safeguards original itemized receipts for all commercial account purchases;
   C. Documents commercial account purchases on ***Form C.1.2 Commercial Account Purchases Log;***
   D. Makes and certifies all commercial account purchases were for official county business;
   E. Ensures commercial accounts are secured safely while in their possession;
   F. Notifies the Commercial Account Manager promptly of any improper use of the commercial account; and
   G. Is responsible for other duties as outlined by this policy.

4. **Commercial Account Issuer:** The Commercial Account Issuer is responsible for issuing commercial account cards, investigating and settling reported disputes, and sending out monthly commercial account billing statements. The Commercial Account Issuer is also responsible for ensuring that a valid purchase order and identification card is presented by each authorized user at the time a purchase is made.

4.02 GENERAL PROVISIONS

1. **Commercial Account to be Used for Official County Business Only**

   A. The Commercial Account is only to be used by authorized employees for authorized official County business transactions made in accordance with this Policy.
   B. Authorized employees shall not lend the commercial account to anyone else.
   C. Any unusual activity or charge from an outside source that occurs on a commercial account must be immediately reported to the Commercial Account Issuer, Commercial Account Administrator, and Commercial Account Manager for immediate resolution.

2. **Commercial Account Unallowable Uses**

   Examples of unauthorized use include, but are not limited to:

   A. Personal purchases of any kind
   B. Cash advances through banks or ATMS, cash refunds, gift Cards/gift Certificates, cashier's checks, or other equivalents of cash
   C. Interdepartmental charges
   D. Contracted services or 1099 reportable vendors
   E. Purchases for the construction of capital assets (i.e. land, new and existing buildings)
   F. Purchases of capital equipment
   G. Purchases of weapons (regardless of cost) and ammunition

H. Purchases of alcoholic beverages
I. Purchases of food/meals
J. Purchases of decorations (e.g. flowers, holiday related decorations, etc.)
K. Purchases of computer hardware and/or software
L. Purchase of materials/services from any member of the authorized user's immediate family
M. Purchases that violate established contractual agreements and/or county policies

3. Commercial Account Purchases Subject to Purchasing Laws and Policies

The Commercial Account does not replace requirements to comply with existing State or County laws, policies, guidelines, and procedures relating to the purchasing function. It is designed to be an enhancement to the purchasing and payment processes.

4. Sufficient Funds

Sufficient funds must be available in the adopted budget before any expenditure with a commercial account is made.

5. Authorized Users

A. Only full-time employees authorized by Commissioners' Court as a Commercial Account Cardholder or Card User shall have access and use to a commercial Account. Requests for commercial accounts must be presented by the Commercial Account Administrator to Commissioners' Court for approval (see Section 4.04).
B. If a Cardholder's name appears on the card, only that person is authorized to use that card. It is not permitted to allow anyone other than the Cardholder to use a card to make purchases.
C. A Group Card may be used by employees authorized by Commissioners' Court in the designated department. Only those individuals with a valid County identification card shall be permitted to use Group Cards.
D. The Commercial Account Administrator, and Commercial Account Managers shall not be authorized to make purchases utilizing a commercial account and may not be issued a commercial account. These individuals are responsible for managing the Commercial Account Program.

6. Training

A. The Commercial Account Administrator must provide face-to-face training to Commercial Account Managers regarding their responsibilities as Commercial Account Managers.
B. The Commercial Account Administrator must provide face-to-face training to Commercial Account Cardholders and Card Users regarding the Commercial Account Use Policy, Guidelines, and Procedures and the Hidalgo County Purchasing Policies and Procedures before a commercial account card is issued. Commercial account cards shall not be released until the training is provided.
C. The Commercial Account Administrator shall provide the training on a yearly basis to existing Commercial Account Cardholders, Commercial Account Card Users, and Commercial Account Managers. The Commercial Account shall maintain evidence of the training in the form of a sign-in sheet.

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7. Merchant Codes, Credit Limits, Single and Monthly Transaction Limits

A. Each commercial account shall have pre-established merchant codes, credit limits, and limit on daily and monthly # of transactions. The Commercial Account Administrator is responsible for ensuring these codes and limits are established and maintained.

B. Commissioners' Court will set the single transaction limit and monthly transaction limit. In no case will either limit exceed the approved monthly maximum credit limit.

C. The monthly maximum credit limit on any single Commercial Account may not exceed $3,000 (see exception below).

D. Requests for increases (credit limits, and limit on daily and monthly # of transactions) with proper justification shall be submitted to the Commercial Account Administrator in writing for review. The Commercial Account Administrator shall obtain approval from Commissioners' Court before increasing limits to the commercial account.

E. The Commercial Account Administrator shall review commercial account activity and recommend changes to the established limits based on account use to Commissioners' Court.

F. Commercial Account Cardholders and Card Users are specifically prohibited from splitting transactions into multiple charges to circumvent transaction limits.

G. The monthly transaction limit is a function of the billing cycle of the Commercial Account and is not necessarily the same as a calendar month. If a card is "maxed out" new credit will become available only in the normal processing cycle in which the monthly bill is received, reconciled, approved, audited, and paid.

8. Appearance of Card

A. The commercial account, when possible, should be a unique color to reduce the risk of being accidentally used as a personal credit card.

B. All issued commercial accounts will have the "Hidalgo County" embossed on the second line of the card. The first line will reflect the cardholder's name or the group card (department) name.

C. The Commercial Account Administrator shall write "Ask for County ID" on the back of all commercial accounts.

9. Lost or Theft of Commercial Account

A. Commercial Account Cardholders or Card Users shall immediately report loss or theft of the commercial account to the Commercial Account Issuer, Commercial Account Manager and their supervisor. A request should be made to cancel/deactivate the commercial account card. Prompt action will reduce the liability for fraudulent charges.

B. The Commercial Account Manager shall immediately confirm the phone call made by the Commercial Account Cardholder and/or Card Users by written notification to the Commercial Account Issuer via mail or fax, with copies to the Commercial Account Administrator. The date of the phone report of the lost or stolen card should be included in the written notification.

C. The Commercial Account Administrator shall maintain the written notification for a minimum of 4 years in accordance with the Texas State Library and Archives Commission records retention schedule.

D. The Commercial Account Administrator will promptly make a request for a new commercial account card from the Commercial Account Issuer.
E. If the lost or stolen commercial account card is subsequently found, the commercial account card shall be immediately returned to the Commercial Account Administrator for destruction.

10. Important Numbers

Questions regarding the Commercial Account Use and or Purchasing Policy, Guidelines, and Procedures can be directed to the Commercial Account Administrator at 318-2626 ext. 4879.

4.03 REBATES AND/OR NON-MONETARY AWARDS OR PRIZES

1. Authorized users should take advantage of rebates when offered by vendors. Rebates must benefit Hidalgo County, never the individual authorized user.
2. Commercial Account Managers shall submit all rebates to the Hidalgo County Treasurer's Office for deposit to the general ledger account number from which the original expenditure was made. Rebates should be deposited immediately but no later than the 7th work day from the date the rebates were received.
3. If a vendor and/or Commercial Account Issuer send a check to the individual Commercial Account Cardholder or Card User, the check should be endorsed by the individual and provided to the Commercial Account Manager for submittal to the County Treasurer's Office and deposit to the applicable general ledger account number.
4. If the vendor and/or Commercial Account Issuer send the individual Commercial Account Cardholder or Card User a rebate coupon to be applied to future purchases, the rebate should be applied only to purchases for the benefit of the department making the original purchase.
5. Use of coupons, rebates or rewards programs that offer free items or promotional items for the benefit of the Commercial Account Cardholder or Card User are not allowed (e.g. An Office Supply vendor rewards program that allows a customer to earn free items based on accumulated points/dollars spent).

4.04 OBTAINING A COMMERCIAL ACCOUNT CARD

1. Upon approval of the Public Official, the Commercial Account Manager shall submit requests for a commercial account to the Commercial Account Administrator using ***Form C.1.1 Commercial Account Request Form***. If the Department is overseen by the County Executive Officer, the form shall be submitted to the County Executive Officer for approval prior to submittal to the Commercial Accounts Administrator.
2. Each commercial account shall have pre-established merchant codes, credit limits, and limit on daily and monthly # of transactions. Requests for changes to these limits shall be submitted for review to the Commercial Account Administrator. If the Department is overseen by the County Executive Officer, the form shall be submitted to the County Executive Officer for approval prior to submittal to the Commercial Accounts Administrator.

DRAFT FOR DISCUSSION PURPOSES ONLY

3. The Commercial Account Administrator shall review ***Form C.1.1 Commercial Account Request Form*** for proper completion. After review, the Commercial Account Administrator shall request approval for issuance of a commercial account or changes to the card's limits from Commissioners' Court.
4. The Commercial Account Administrator will notify the Commercial Account Cardholders/Card Users and Commercial Account Manager upon receipt of the commercial account card.
5. Before issuance of a card, the commercial Account Administrator shall:
   A. Provide face-to-face training to the Commercial Account Cardholder and Card Users as required by this Policy. The Commercial Account shall maintain evidence of the training in the form of a sign-in sheet.
   B. Require the Commercial Account Cardholder and/or Card Users to sign ***Form C.1.3 Commercial Account Cardholder Acknowledgement*** and the Commercial Account Manager to sign ***Form C.1.4 Commercial Account Manager Acknowledgment*** acknowledging that they have read and agree to comply with Commercial Account Use and Hidalgo County Purchasing Policy, Guidelines, and Procedures. Original agreements shall be maintained by the Commercial Account Administrator.

4.05 MAKING AND DOCUMENTING PURCHASES

1. **Purchase Order** - A purchase order must be established for each purchase made with a commercial account. The purchase order should be opened in the name of the Commercial Account Issuer. The purchase order amount should be set based on the monetary and transaction limits established for the card and projected expenditures. This will help ensure that expenditures do not exceed available funds. Furthermore, Commercial Account Cardholders/Users must present a valid purchase order to the vendor when making purchases.
2. **Quotes** - Quotes in accordance with the Hidalgo County's Purchasing Policies and Procedures should be obtained and documented. Written quotes and notes on verbal quotes should be retained for a minimum of 4 years in accordance with the Texas State Library and Archives Commission records retention schedule.
3. **Sales Tax** - Hidalgo County, as a governmental agency, is a tax-exempt organization. When making purchases, the Commercial Account Cardholder/Card User should notify the vendor of the County's tax-exempt status. The Hidalgo County tax exempt number should be located on the front of the commercial account card. If the vendor requests an actual Tax Exempt form, one may be obtained from the Purchasing Department. If a tax is charged inappropriately, the Commercial Account Manager should immediately present a tax exemption form to the vendor, and receive a credit for the unnecessary tax.
4. **County Issued Identification Card** – Commercial Account Cardholders/Users must present a county issued identification card when making purchases.
5. **Original receipts** - When making a purchase, the Cardholder/Card User shall obtain an original itemized receipt. The receipt must contain the vendor's name, date of purchase, itemized description of the purchase, per unit price, and extended price. The cardholder/card user shall sign and date the receipt.
6. **Shipping Documents** – The Cardholder/Card User must provide the vendor/supplier with the appropriate shipping information. All goods must be shipped to an official Hidalgo County

business location/address. The Commercial Account Manager shall verify that goods were shipped to an official Hidalgo County business location/address.

7. **Purchases Log** - ***Form C.1.2 Commercial Account Purchases Log*** and original itemized receipts shall be maintained for each commercial account issued for audit trail purposes and to facilitate reconciliation and account verification.
   A. The purchases log shall contain the following:
      1. date of purchase;
      2. receipt number;
      3. date goods were delivered/received by the department;
      4. name of the purchaser (cardholder/card user);
      5. vendor name;
      6. dollar value of purchase;
      7. purchase order number;
      8. method in which goods were received (shipped or picked up in person);
      9. work order number (if applicable);
      10. general ledger account number to which purchases should be charged;
      11. column for the Commercial Account Manager to check-off his/her detailed monthly reconciliation to the Commercial Account billing statement and note the billing statement date;
      12. signature line for the authorized user(s) to certify purchase was for official business use and made in accordance with Commercial Account Use Policy, Guidelines, and Procedures and the Hidalgo County Purchases Policy and Procedures, and goods were received by the Department ;
      13. signature line for the Commercial Account Manager to certify his/her review and recommended approval for payment and purchases were made in accordance with Commercial Account Use Policy, Guidelines, and Procedures and the Hidalgo County Purchases Policy and Procedures; and
      14. signature line for the Department Head to approve payment and certify that to his/her best knowledge all purchases were made in accordance with Commercial Account Use Policy, Guidelines, and Procedures and the Hidalgo County Purchases Policy and Procedures.
   B. The Commercial Account Cardholders and Card Users shall forward ***Form C.1.2 Commercial Account Purchases Log*** to the Commercial Account Manager at least once a month.
8. **Monitoring Card Activity** – Certain Public Officials, Commercial Account Managers, and the Commercial Account Administrator will have access to view and monitor card activity. This review can occur at any time; however, should be made at a minimum on a monthly basis by the Commercial Account Administrator and Commercial Account Manager.

4.06 PAYMENT AND RECONCILIATION

1. All commercial account charges will be billed directly to and paid directly by the County. The Commercial Account Issuer cannot directly accept any monies from any other individual. Therefore, any personal charges billed to the County will be considered misappropriation of County funds.

DRAFT FOR DISCUSSION PURPOSES ONLY

2. The Commercial Account Manager shall reconcile the ***Form C.1.2 Commercial Account Purchases Log*** to the original itemized receipts, receiving/shipping documents, and the monthly commercial account billing statement within 5 work days of receipt of the commercial account billing statement. The Commercial Account Manager shall place a check mark and the billing statement date should be recorded on the purchase transaction log next to the reconciled items. If an item is entered on a purchase transaction log, but has not yet appeared on the monthly billing statement, that item simply remains open and the statement date column is left blank.
3. The Commercial Account Manager will verify that required information is entered on the ***Form C.1.2 Commercial Account Purchases Log*** by the Commercial Account Cardholders and Card Users.
4. Original itemized receipts shall be attached to a sheet of paper in the order that they appear in the commercial account billing statement. Cardholders and Card Users are responsible for submitting all receipts. If a Cardholder or Card User has lost or misplaced a receipt, he/she is responsible for obtaining a copy of the receipt from the vendor. The County will not pay for transactions that do not have proper documentation that is acceptable by the County Auditor. The Cardholder and/or Card User may be held responsible for payment of all transactions that do not have proper documentation as required by this Policy. Frequent losses of receipts may result in disciplinary action. The Commercial Account Cardholder/Card User may also be required to pay charges with his/her own personal funds.
5. The Commercial Account Cardholder/Card User shall certify receipt of the goods ***on Form C.1.2 Commercial Account Purchases Log***. Payment cannot be made until the Cardholder/Card User confirms and certifies receipt of the goods.
6. The Commercial Account Manager will verify that original itemized receipts were submitted for each purchase and purchases were made in compliance with the Commercial Account Policy, Guidelines, and Procedures and the Hidalgo County Purchasing Policy and Procedures.
7. The Commercial Account Manager should note discrepancies and forward the discrepancies to the Commercial Account Administrator and the County Auditor's Accounts Payable Section.
8. The Commercial Account Manager shall ensure that sufficient funds are available in the adopted budget to pay for the commercial account purchases.
9. The Commercial Account Manager shall make every attempt to ensure balances are paid in full each month (see resolution of disputed charges).
10. Once the commercial account billing statement is reconciled, the Commercial Account Manager shall forward the commercial account billing statement(s), original itemized receipts, original receiving/shipping documents, and ***Form C.1.2 Commercial Account Purchases Log*** to the County Auditor's Accounts Payable Section. Commercial billing statements should be submitted no later than five (5) working days following receipt of the commercial account billing statement.
11. If the commercial account billing statement cannot be reconciled between the Commercial Account Manager and the Commercial Account Cardholder/Card User, then the Commercial Account Manager shall notify the Commercial Account Administrator in writing of disputes submitted to a vendor and/or Commercial Account Issuer for any amounts that are determined to be in error. The Commercial Account Manager shall deliver to the County Auditor's Accounts Payable Division an annotated copy of the commercial account billing

statement showing amounts in dispute with a request for nonpayment on the undisputed amounts.

4.07 RETURNS, EXCHANGES, CREDITS, AND OTHER DISPUTED CHARGES

1. It is the responsibility of the Authorized Users to know the vendor's return policy.
2. The Cardholder and/or Card User are responsible for contacting the vendor/commercial account issuer when problems with a purchased item arise and for arranging a return for credit or exchange (i.e. billed amount includes sales tax, the statement contains a charge not recognized by the authorized user, billing statement includes duplicate charges from vendor, the item received was an incorrect item, and item was damaged or defective, etc.).
3. The Cardholder/Card User and Commercial Account Manager shall immediately file a written dispute with the Commercial Account Issuer by completing ***Form C.1.5 Dispute Form,*** which documents the following:

    A. Cardholder Name/Group Card Name (also include Card User name);
    B. Account No.;
    C. Merchant Name
    D. Transaction Date;
    E. Posting Date;
    F. Reference No.;
    G. Description of Merchandise;
    H. Transaction Amount; and
    I. Reason of dispute.

4. The Cardholder and/or Card User shall immediately notify the Commercial Account Manager when a return for credit or exchange will be arranged with a vendor.
5. If items need to be exchanged, the Cardholder or Card User is responsible for returning the items to the vendor and obtaining a replacement as soon as possible. A notation shall be made on ***Form C.1.2 Commercial Account Purchases Log*** that payment shall not be made until actual goods are received.
6. If the purchased items need to be returned, the Cardholder or Card User should send the items back to the vendor and a credit to the commercial account immediately be requested. If the vendor agrees to issue a credit, it should be noted on the ***Form C.1.2 Commercial Account Purchases Log*** and a copy of any credit memo, along with proper supporting documentation, be attached to the purchases log.
7. The Commercial Account Manager shall verify that a credit appears on the subsequent billing statement. If a credit does not appear, the Commercial Account Manager should immediately contact the Commercial Account Issuer and/or vendor in order that proper credit be given.
8. Authorized users shall not accept cash, rain checks, gift cards, and/or gifts certificates, or any other equivalent of cash instead of a vendor credit.
9. The Commercial Account Manager shall inform the Commercial Account Administrator of disputed charges within two calendar days of the finding. Communication shall be in writing by forwarding the original ***Form C.1.5 Dispute Form.***

10. The Commercial Account Administrator shall maintain copies of the original ***Form C.1.5 Dispute Form*** for a minimum of 4 years in accordance with the Texas State Library and Archives Commission records retention schedule.

4.08 LATE FEES OR FINANCE CHARGES

Commercial accounts must be kept current to avoid interest and/or finance charges. Continuous assessment of late fees and/or finance charges on a commercial account may result in revocation of the commercial account.

4.09 COMMERCIAL ACCOUNT SECURITY

1. The Commercial Account Manager shall maintain a list of approved commercial account cards and authorized users for his/her department. The Commercial Account Manager should note on the list the names of the authorized users for each Commercial Account issued as a Group Account. List shall be physically secured.
2. The Commercial Account Manager shall maintain all commercial accounts safe and secure.
3. The Commercial Account Manager shall only release commercial account cards to authorized users when needed to make a purchase. The Commercial Account Manager shall document on a log the date the Commercial Account was released/returned and the name of the authorized user to which the card was released.
4. Authorized employees shall not share their commercial accounts.
5. The Commercial Account Administrator shall maintain the name and number of the Commercial Account Issuer representative.
6. The Commercial Account Administrator shall maintain a list of approved Commercial Account Cardholders, Card Users and the Commercial Account Manager assigned to the commercial account. The list shall include the authorized merchant codes, credit limits, and limit on daily # of transactions. List shall be physically secured.
7. The Commercial Account Administrator shall submit an updated list to the County Auditor's Accounts Payable Division by the 5th workday of the following month.

4.10 COMMERCIAL ACCOUNT MAINTENANCE

Changes to an authorized user's name should be immediately reported in writing by the Commercial Account Manager to the Commercial Account Administrator.

4.11 CANCELING/REVOKING A COMMERCIAL ACCOUNT

1. The Commercial Account Manager shall immediately notify the Commercial Account Administrator in writing when:
   A. an authorized user is transferred to another county department;
   B. an authorized user's employment with the county is terminated; or
   C. an authorized user's privilege to utilize a commercial account is revoked.
2. The written notification shall include:
   A. a request to cancel the commercial account;
   B. the reasons for canceling the commercial account;
   C. identify the commercial account card number; and

D. authorized user(s) name.

3. Upon written notification, the Commercial Account Administrator shall request from the Commercial Account Issuer that the commercial account be cancelled and/or deactivated. The request shall be made in writing. The Commercial Account Administrator shall maintain the written request on file for a minimum of 4 years in accordance with the Texas State Library and Archives Commission records retention schedule.
4. Authorized users shall surrender the commercial account card to the Commercial Account Manager. The Commercial Account Manager shall surrender the commercial account card to the Commercial Account Administrator and the commercial account card shall be destroyed. The Commercial Account Administrator shall maintain records indicating when the commercial account card was destroyed for a minimum of 4 years in accordance with the Texas State Library and Archives Commission records retention schedule.

4.12 RECORDS RETENTION

1. Commercial account records must be maintained for a minimum of 4 years in accordance with the Texas State Library and Archives Commission records retention schedule.
2. Commercial Account Managers and the Commercial Account Administrator will be responsible for original commercial account documentation maintained by his/her Department. All original commercial account program documentation shall be stored in a central location within the department (i.e. dispute forms, commercial account request forms, vendor documentation, quotes, written quotes, notes on verbal quotes, other miscellaneous notes, etc.)
3. Commercial Account documentation should be filed alphabetically by Fiscal Year, Commercial Account Name, Month, and Cardholder/Card User name.
4. Commercial Account Manager and Commercial Account Administrator will work closely with County Clerk to coordinate the collection of commercial account documents for storage, retrieving documents, and ultimately destroying documents once they have met the retention period.

4.13 SANCTIONS FOR INNAPPROPRIATE USE OF A COMMERCIAL ACCOUNT

1. The Commercial Account Administrator will work with the Department's Public Official and Commercial Account Manager to initiate sanctions for misuse of the commercial account. Sanctions will be imposed on a case by case basis and may include one or a combination of the following disciplinary actions:

   A. Formal written reprimand from the Commercial Account Administrator with copies to the Public Official, Commercial Account Manager, and Executive Officer (if applicable).
   B. Minor infraction findings may require retraining;
   C. Revocation of the right to use the commercial account (If a commercial account has been revoked for cause, it is unlikely that it will be reinstated);
   D. Termination of employment and/or prosecution;
   E. Reimbursement to Hidalgo County for unauthorized purchases and any administrative costs associated with the unauthorized purchase (The Commercial Account Administrator

and Commercial Account Manager will jointly assist with the arrangements for repayment);

F. Payroll deduction as reimbursement of any unauthorized purchases and of any administrative costs associated with any unauthorized purchase (The Commercial Account Administrator and Commercial Account Manager will jointly assist with the arrangements for repayment);
G. Transfer of duty that does not involve or require the use of a commercial account; or
H. Other discipline as authorized by the Public Official and/or County Executive Officer.

4.14 COUNTY AUDITOR RIGHT TO EXERCISE DISCRETION

1. The County Auditor may, at his or her sole discretion, authorize an exception to requirements set forth in this Commercial Account Use Policy, based on extenuating circumstances presented by the appropriate, responsible Public Official. Any exception granted by the County Auditor is to be applied on a case-by case basis and does not set precedent for future policy unless it has been formally adopted by Commissioners' Court.

2. The County Auditor may conduct random audits of the commercial account use. The primary purpose of the audit is to ensure that commercial account program policy, guidelines, and procedures are being followed.

AI-14573 **20.10.**

Hidalgo County-Notice to Proceed-C-08-380-11-04-Quintanilla, Headley & Associates Inc

CC REGULAR

Date:	03/17/2009
Submitted By:	Letty Saenz, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Hidalgo County

Information

CAPTION

Presentation for discussion, consideration, acceptance and approval of a "Notice to Proceed" for Quintanilla, Headley & Assoicates, Inc. in connection to contract no. C-08-380-11-04 for the purposes of "Subdviding Land for the Primary Care and Substance Abuse Facility" for Hidalgo County.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-415-115-002-0-334

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

BUDGETARY IMPACT:

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Letty Saenz Started On: 03/13/2009 03:43 PM

Final Approval Date: 03/13/2009

AI-14518 **20.B.1.**

Pct 2 -McColl Road Irrigation Siphone -Change Order No. 1

CC REGULAR

Date:	03/17/2009
Submitted By:	Moises Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Purchasing only: Prct. 2

Information

CAPTION

Requesting approval of Construction Change Order No. 1 (increase) in the amount of $4,590.30 to Add 66 linear feet of 18" RCP with Tie-ins from McAllen Construction in connection with project "McColl Road Irrigation Siphon" with authority for County Judge to execute document.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1202-431-00-122-028-0-733

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

BUDGETARY IMPACT:

Available balance is $300.00 as of 3/13/09. Additional funding is pending a transfer (AI-14549) in the amount of $5,000.00.

Attachments

Link: Change Order 1

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/12/2009 02:51 PM	APRV
2	Budget & Management	Veronica Lopez	03/12/2009 02:51 PM	APRV
3	Dale Kennan	Dale Kennan	03/13/2009 09:36 AM	APRV
4	Auditor's Office		03/13/2009 04:31 PM	NEW

Form Started By: Moises Salazar Started On: 03/11/2009 04:14 PM

Final Approval Date: 03/13/2009

CHANGE ORDER NUMBER ONE (1)

PROJECT: McColl Road Irrigation Siphon

DATE OF ISSUANCE: February 22, 2009 **EFFECTIVE DATE:** February 22, 2009

OWNER: HIDALGO COUNTY PRECINCT NO. 2
OWNER's Contract No.: C-08-334-11-12

CONTRACTOR: McAllen Construction
P.O. Box 3244
McAllen, TX 78502

ENGINEER: R. Gutierrez Engineering Corporation
130 E. Park Ave.
Pharr, TX 78577

You are directed to make the following changes in the Contract Documents.

Description: 1. Add 66' of RCP Lower Head Pressure Pipe (18") W/ TIE IN

Reason for Change Order:

1. Requested by Hidalgo County Irrigation District #2

Attachments:

Change in Contract Price:		CHANGE IN CONTRACT TIME:	
Original Contract Price $ 511,466.00		Original Contract Time for Substantial Completion:	75 calendar days or dates
Net Changes from previous Change Order $ 0.00		Net change from previous Change Orders	0 calendar days
Contract Price prior to this Change Order $ 511,466.00		Contract Time prior to this Change Order Substantial Completion:	75 calendar days or dates
Net Increase (decrease) of this Change Order $ 4,590.30		Net Increase (decrease) of this Change Order	0 calendar days
Contract Price with all approved Change Orders $ 516,056.30	Net % increase (decrease) from original contract price. 0.90 %	Contract Time with all approved Change Orders Substantial Completion:	75 calendar days or dates

RECOMMENDED:
By: _____ P.E.
Engineer (Authorized Signature)
Date: 2/27/09

APPROVED:
By: _____
Owner (Authorized Signature)
Date: _____

ACCEPTED:
By: _____
Contractor (Authorized Signature)
Date: 2-27-09

CHANGE ORDER NO. 1 TABULATION
HIDALGO COUNTY PRECINCT NO. 2
INSTALLATION OF 36-INCH RCP AND MISCELLANEOUS ITEMS
BID NUMBER:C-06-368-10-31

Item Number	Original Plan Quantity	Change Order #1 Quantities	Unit	Item Description	Unit Price	Original Contract Cost	Change in Contract Cost of C.O.#1	Revised Contract Cost after C.O.#1
	SHIPON							
132	4,038	4,038	CY	Embankment (Dens. Cont.)(Ty C)	$ 12.00	$ 48,456.00	0.00	48,456.00
400	571	571	CY	Cement Stabilized Backfill	$ 60.00	$ 34,260.00	0.00	34,260.00
400	357	357	CY	Cement-Gravel-Sand Bedding	$ 45.00	$ 16,065.00	0.00	16,065.00
402	506	506	LF	Trench Excavation Protection	$ 105.00	$ 53,130.00	0.00	53,130.00
420	22	22	CY	Concrete (CL C)(Concrete Collar)	$ 500.00	$ 11,000.00	0.00	11,000.00
432	273	273	CY	Concrete Riprap (CL B)(5")	$ 475.00	$ 129,675.00	0.00	129,675.00
466	2	2	EA	Concrete Headwall (Cast-in-Place)	$ 40,000.00	$ 80,000.00	0.00	80,000.00
496	80	80	LF	Remove Structure (Conc Box Culvert)	$ 50.00	$ 4,000.00	0.00	4,000.00
4035	648	648	LF	RCLHPP (72")(ASTM C-361)(CL D-25) (USBR TY R-4 Joints)	$ 180.00	$ 116,640.00	0.00	116,640.00
4035	304	304	LF	RCLHPP (72")(ASTM C-361)(CL D-25) (USBR TY R-4 Joints) (Install Only)	$ 60.00	$ 18,240.00	0.00	18,240.00
4035	0	66	LF	RCLHPP (18")(CL-III) W/ TIE IN	$ 69.55	$ -	4,590.30	4,590.30
						$ -	0.00	0.00
					Total Roadway :	**$ 511,466.00**	**$ 4,590.30**	**$ 516,056.30**
					TOTAL BASE AMOUNTS:	**$ 511,466.00**	**$ 4,590.30**	**$ 516,056.30**

Change Request

McAllen Construction, Inc.

P.O. Box 3244
McAllen, Texas 78502
Contact: James Eckroat
Phone: 956-686-7819
Fax: 956-686-7824

Ramiro Gutierrez Engineering
130 E. Park Ave.
Pharr, TX 78577
Phone: 956-782-2557
Fax: 956-782-2558
Attn: Luis Nava

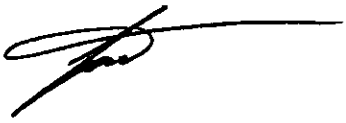
Job Name: McColl Rd Irr Siphon
Date of Plans: na
Revision Date: na

Price to extend 18" Irrigation Line at the
N.W. corner of the new siphon

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	18" RCP W/ TIE INS	66.00	LF	69.55	4,590.30
GRAND TOTAL					**$4,590.30**

NOTES:

Note:
This work is not typical 18" irrigation line based upon the following:
1) The quantity is small
2) There is a connection collar included in the unit pricing.
3) The upstream end penetrates the proposed riprap
4) The existing canal must be backfilled before this line can be installed.
5) This line must be installed before the "new canal" can be put into service.
6) The canal will be out of service while the existing can is backfilled and this line installed



R. Gutierrez Engineering Corporation

Transmittal Form

130 E. Park Ave. - Pharr, Texas 78577 - Telephone: 956 - 782 - 2557 - Fax: 956 - 782 - 2558

TO: Commissioner Palacios
c/o Noli Cuellar
Hidalgo PCT 2

FROM: Luis Vara Jr.
SUBJECT: McColl Rd Improvements
PROJECT NO.: 5460
DATE: 2/27/09

WE ARE SENDING YOU ___ ATTACHED ___ UNDER SEPARATE COVER VIA Hand Delivery THE FOLLOWING ITEMS:

___ BLUEPRINTS	___ PLANS	___ SHOP DRAWINGS	___ CD
✓ CHANGE ORDER	___ SAMPLES	___ PAYMENT REQUEST	___ OTHER
___ BID TABULATION	___ CONTRACT DOCUMENTS	___ RECORD DRAWINGS	___ 3 1/2" DISKETTE

QUANTITY / SETS	DATED	ITEM DESCRIPTION
1		Change Order #1
1		New Signature Page
1		Change Request from McAllen Const.

THESE ARE TRANSMITTED AS CHECKED BELOW:

___ FOR BIDS DUE	___ APPROVED AS NOTED	✓ FOR YOUR RECORDS
✓ FOR APPROVAL	___ APPROVED AS SUBMITTED	✓ FOR YOUR ACKNOWLEDGEMENT
___ FOR YOUR USE	___ RETURN FOR CORRECTIONS	___ RESUBMIT FOR APPORVAL
___ AS REQUESTED	✓ FOR FURTHER PROCESSING	___ ON LOAN
___ FOR REVIEW AND COMMENT	✓ FOR SIGNATURE	___ OTHER

COMMENTS:

RECEIVED
Mary Meave
FEB 27 09
Hidalgo County
PRECINCT #2

Copy Distribution file

Received by:

AI-14493 **20.C.1.**

Request to exercise the 30 day Notice to Terminate Contract with Bluesteel Construction.

CC REGULAR

Date:	03/17/2009
Submitted By:	Oscar Garza, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.

Agenda Category: Purchasing Department **Purchasing only:** Buildings & Grounds

Information

CAPTION

Presentation for discussion acceptance and approval to exercise the "thirty (30) day written notice of termination of contract" with Federico Lozano, dba, Blue Steel Construction under Contract No. C-08-264-09-09 for the "Replacement of Overhead Doors" as recommended for consideration by the Hidalgo County Buildings and Grounds.

BACKGROUND

As requested and recommended by Pct. #2 to excersice the 30 day notice of cancellation.

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 9-1336-419-40-220-027-0-431

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

BUDGETARY IMPACT:

PO# 610504, with Blue Steel Construction, has $22,965.00 available as of 3/12/09. PO will need to be canceled so the funding can be made available for re-encumbrance.

Attachments

Link: 08-264

Link: 08-264

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/12/2009 10:06 AM	APRV
2	Budget & Management	Veronica Lopez	03/12/2009 10:31 AM	APRV
3	Dale Kennan	Dale Kennan	03/12/2009 03:34 PM	APRV
4	Auditor's Office		03/13/2009 04:31 PM	NEW

Form Started By: Oscar Garza — Started On: 03/11/2009 01:27 PM

Final Approval Date: 03/13/2009

Hidalgo County
Precinct No. 2
HECTOR "TITO" PALACIOS
COUNTY COMMISSIONER

To: Oscar Garza, Hidalgo County Purchasing Dept.

From: Humberto Garza, Chief Administrator, Hidalgo County Pct. 2 +/- G.

Date: March 10, 2009

Re: Blue Steel under contract C-08-264-09-09 "Replacement of Overhead Doors"

Cc: Daniel Flores, Hidalgo County Buildings and Grounds
Our File

MEMORANDUM

This memorandum is to formally request from you to proceed with alternative purchasing sources regarding the above referenced matter.

Throughout our exchange of communications with you and other agents of your department regarding this issue, it has come to our attention that noncompliance has been the result due to this vendor's lack of execution of its contractual agreement and its related duties.

In order to protect all interests related to this matter, I ask that you please proceed accordingly and consider termination of the contract agreement referenced above.

Should you have any questions or need further assistance with this or any related matter, please inquire at your earliest leisure.

301 EAST STATE STREET ★ PHARR, TEXAS 78577 ★ TEL: 956.787.1891 ★ FAX: 956.787.4683

Purchase Order

COUNTY OF HIDALGO

PO#: 610504

DATE: 10/02/08

Needed 10-02-08

VENDOR: 355135 REQ:00140748
FAX (956)797-2941 Email:
Phone:(956)797-2941
BLUE STEEL CONSTRUCTION
26332 MEREDITH
LA FERIA TX 78559
Vendor Acct:

BUYER:
SHIP TO: BUILDINGS & GROUNDS
100 E. CANO, 2ND FL
EDINBURG TX 78539

CONTACT:
SITE: GENERAL GOVERNMENT BUILDINGS
Contract No:

Special Instructions:
REQ 1230

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 TERM: THIS CONTRACT SHALL BE FOR A PERIOD COMMENCING SEPTEMBER 09, 2008 AND ENDING UPON THE COMPLETION OF PROJECT		
1	EACH	Labor to Remove Old Doors / Install New Roll Up Doors and related items at Pct 2 County Wide Shop	22,965.00	22,965.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		22,965.00
		********** For Hidalgo County use only **********		
		8-1336-419-40-220-027-0-431 22,965.00		
		Approved _____		

FILE COPY

Authorized by: Martha L. Salazar

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-08-264-09-09

THIS CONTRACT is made and entered into this **09th** day of **September, 2008** by and between the **COUNTY OF HIDALGO, TEXAS,** and **Federico Lozano, A resident of Cameron County, d/b/a Blue Steel Construction** individual/sole proprietor ("Company").

WHEREAS, Company responded to requests for sealed quotes for **"Replacement of Overhead Doors and related materials to County wide Shop" Pharr, Tx** (the" Services"); and

WHEREAS, Company submitted quotes to provide services in accordance with the specifications, a copy of such specifications and quotes 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; and

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

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services as described herein. 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 **COUNTY'S BUILDINGS AND GROUNDS DEPARTMENT HEAD** 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. **Term:** This Contract shall be for a period commencing **September 09, 2008** and ending **upon the completion of project** and may be extended at the sole discretion of County for an additional thirty (30) days, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

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

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

11. **Non-Assignment**. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party, which consent shall not be unreasonably withheld.

12. **No Waiver.** No waiver or a breach of any provision of this Agreement shall be construed be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such breach.

13. **Independent Contractor**. It is expressly agreed that this Contract and the

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

14. **Notice**. Except as may be otherwise specifically provided in the 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:	**The County of Hidalgo** **Attn: County Judge** **100 E. Cano** **Edinburg, Texas 78539**
If to Company:	**Blue Steel Construction** **Attn: Federico Lozano Jr.** **26332 Meredith St.** **La Feria, TX 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 United States mail.

15. 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.

16. **Amendments.** This Contract shall constitute the entire understanding of the parties with respect to the subject matter and supersedes any prior understandings or written or oral agreement between the parties respecting the subject matter within. Further, no amendment, modification or alteration of terms shall be binding unless the same is in writing, and duly executed by the parties.

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

18 **TEXAS LAW TO APPLY**. The provisions of this Contract will be construed under and in accordance with the provisions of the laws of the State of Texas, and all obligations of the parties created hereunder and performable in Hidalgo County, Texas.

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

20. **Commitment of Current Revenues.** In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Contract, then any party may terminate this Contract upon sixty (60) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provision of Tex. Loc. Govt. Code Ann.§271.903.

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

COUNTY OF HIDALGO

By:_____
Juan D. Salinas III, County Judge

ATTEST:

_____
Arturo Guajardo, Jr. County Clerk

COMPANY: Blue Steel Construction

By:_____

Printed Name:_____

Title:_____

Approved by Commissioners' Court: **September 09, 2008**

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

By:_____
Stephen L. Crain

AI-14496 **20.C.2.**

Remodeling of Deeds Department at County Clerks Office

CC REGULAR

Date:	03/17/2009
Submitted By:	Oscar Garza, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Buildings & Grounds

Information

CAPTION

Requesting consideration, acceptance and approval to seek proposals from job order contractors and/or construction awarded vendors through the County's membership/participation with state, cooperative purchasing programs or interlocals to include, but not limited to, the provision of trades, labor and materials and any other accessories for renovations and/or repairs to the County Clerks Project #2009-146-OGG as requested by County Clerks Office

BACKGROUND

Fiscal Impact

FISCAL YEAR:

ACCT. #: Undetermined

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

This item is to seek proposals for repairs. Funding is undetermined at this time, but will need to be identified prior to award of contract.

Attachments

Link: 09-146

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/12/2009 09:54 AM	APRV
2	Budget & Management	Veronica Lopez	03/12/2009 10:32 AM	APRV
3	Dale Kennan	Dale Kennan	03/12/2009 03:37 PM	APRV
4	Auditor's Office		03/13/2009 04:31 PM	NEW

Form Started By: Oscar Garza — Started On: 03/11/2009 02:05 PM

Final Approval Date: 03/13/2009

Memorandum

To: Hidalgo County Buildings and Grounds Department
Attn: Daniel Flores

From: Noe Lopez Jr.
Hidalgo County Clerks Office

Date: 23 January 2008

Re: Remodeling of Deeds Department

We are requesting a proposal on the remodeling of the County Clerks Deeds Department and Public Computer Stations. The following encompasses the remodeling project:

- Removal of existing shelving and move to surplus
- Sanding and painting the walls
- Replace ceiling tiles as needed
- Removal of existing floor tile and retiling floor
- Relocating existing power
- Installation of (3) power poles
- Upgrade lighting to more energy efficient bulbs

If you have questions, please contact me at 956 292-7690.

Thank You,

Noe Lopez Jr.
Office Manger
Hidalgo County Clerks Office

AI-14438 **20.D.1.**

Change Order No. 1 RSW Unit# 1 Subdivision Pct. No. 2 (decrease)
CC REGULAR

Date:	03/17/2009
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

Presentation for consideration, discussion, acceptance and approval of Change Order No. 1 with contractor D. M. Roth Inc. for RSW Unit# 1 Subdivision Pct. No. 2 reflecting a decrease in the amount of $1,170.00 because existing concrete valley gutter at intersection of North “I” Rd and Lucky St was left in place as submitted through project engineer R. Gutierrez Engineering Corporation. C-CAP 08-019-08-26

BACKGROUND

Fiscal Impact

FISCAL YEAR: 9 **ACCT. #:** 9-1311-431-00-122-580-1-841

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

BUDGETARY IMPACT:

Attachments

Link: Change Order No. 1 RSW Unit# 1 Subdivision

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvette Islas	Yvette Islas	03/11/2009 03:44 PM	APRV
2	Purchasing Department	Marty Salazar	03/12/2009 09:12 AM	APRV
3	Budget & Management	Veronica Lopez	03/12/2009 09:15 AM	APRV
4	Dale Kennan	Dale Kennan	03/12/2009 12:26 PM	APRV
5	Auditor's Office		03/13/2009 04:31 PM	NEW

Form Started By: Marcie Jackson — Started On: 03/09/2009 01:01 PM

Final Approval Date: 03/13/2009

CHANGE ORDER NUMBER ONE (1)

PROJECT: R.S.W. UNIT No.1 SUBDIVISION

DATE OF ISSUANCE: March 2, 2009 **EFFECTIVE DATE:** March 2, 2009

OWNER: HIDALGO COUNTY PRECINCT NO. 2
OWNER's Contract No.: C-CAP-08-019-08-26

CONTRACTOR: D.M. ROTH INC.
5820 N. CAGE
PHARR, TX 78577

ENGINEER: R. Gutierrez Engineering Corporation
130 E. Park Ave.
Pharr, TX 78577

You are directed to make the following changes in the Contract Documents.

Description: 1. 529 ITEM 4' (FEET) CONCRETE VALLEY GUTTER WAS ELIMINATED

Reason for Change Order: 1. EXISTING CONCRETE VALLEY GUTTER AT THE INTERSECTION OF NORTH "I" RD & LUCKY ST. WAS LEFT IN PLACE

Attachments:

Change in Contract Price:		**CHANGE IN CONTRACT TIME:**	
Original Contract Price $ 103,178.00		Original Contract Time for Substantial Completion:	45 calendar days or dates
Net Changes from previous Change Order $ 0.00		Net change from previous Change Orders	0 calendar days
Contract Price prior to this Change Order $ 103,178.00		Contract Time prior to this Change Order Substantial Completion:	45 calendar days or dates
Net Increase (decrease) of this Change Order $ (1,170.00)		Net Increase (decrease) of this Change Order	0 calendar days
Contract Price with all approved Change Orders $ 102,008.00	Net % increase (decrease) from original contract price. (1.10) %	Contract Time with all approved Change Orders Substantial Completion:	45 calendar days or dates

RECOMMENDED:
By: _____ P.E.
Engineer (Authorized Signature)
Date: 3/2/09

APPROVED:
By: _____
Owner (Authorized Signature)
Date: _____

ACCEPTED:
By: _____
Contractor (Authorized Signature)
Date: 3-4-09

CHANGE ORDER NO. 1 TABULATION
HIDALGO COUNTY PRECINCT NO. 2
R.S.W. UNIT No.1 SUBDIVISION
BID NUMBER: CAP-08-019-08-26

Item Number	Original Plan Quantity	Change Order #1 Quantities	Unit	Item Description	Unit Price	Revised Unit Price	Original Contract Cost	Change in Contract Cost of C.O.#1	Revised Contract Cost after C.O.#1
	(905) ROADWAY								
529	6,161.00	6,161.00	CY	Concrete Curb & Gutter (Ty A) (Barrier)	$ 10.00	$ 10.00	$ 61,610.00	0.00	61,610.00
529	78.00	0.00	CY	Concrete Gutter (4-Ft)	$ 15.00	$ 15.00	$ 1,170.00	(1,170.00)	0.00
530	560.20	560.20	SY	Driveways (Concrete)	$ 30.00	$ 30.00	$ 16,806.00	0.00	16,806.00
				Total Roadway :			**$ 79,586.00**	**$ (1,170.00)**	**$ 78,416.00**
	(906) DRAINAGE								
402	232.00	232.00	LF	Trench Excavation Protection	$ 6.00	$ 6.00	$ 1,392.00	0.00	1,392.00
464	220.00	220.00	LF	RCP (CLIII) (18")	$ 60.00	$ 60.00	$ 13,200.00	0.00	13,200.00
465	2.00	2.00	LF	Manhole (Ty A)	$ 4,500.00	$ 4,500.00	$ 9,000.00	0.00	9,000.00
				Total Drainage :			**$ 23,592.00**	**$ -**	**$ 23,592.00**
				TOTAL BASE AMOUNTS:			**$ 103,178.00**	**$ (1,170.00)**	**$ 102,008.00**

AI-14444 **20.E.1.**

RELEASE OF RETAINAGE AND CERTIFICATE OF CONSTRUCTION COMPLETION BASHAM NO. 16 AND NORTH COUNTRY ESTATES NO. 2 PCT. 3

CC REGULAR

Date:	03/17/2009
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	Purchasing Department **Purchasing only:** CAP Pct.3

Information

CAPTION

A. Presentation for discussion, consideration, acceptance and approval of Application for payment No. 2 (Release of Retainage) in the amount of $15,042.70 from Juan Mendoza Corporation, dba, J.M. Construction contracted vendor for Basham Subdivison No. 16 and North Country Estates No. 2, submitted by project engineer, Javier Hinojosa Engineering. C-CAP 08-027-11-04-LRM;

B. Requesting approval of "Certificate of Construction Completion" submitted by project engineer, Javier Hinojosa Engineering reflecting the completion date of January 27, 2009 for Basham Subdivision No. 16 and North Country Estates No. 2. C-CAP 08-027-11-04-LRM.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1310-206-00-000-012-0-000

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

BUDGETARY IMPACT:

Reference: (P.O.# 614086)

$15,042.70 amount available in retainage account.

Attachments

Link: Retainage Release Basham No. 16 & Nrth Cntry No. 2

Link: Certificate of Completion Basham No. 16 & Nrth Cntry Est. No. 2

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvette Islas	Yvette Islas	03/11/2009 03:44 PM	APRV
2	Purchasing Department	Marty Salazar	03/12/2009 09:20 AM	APRV
3	Budget & Management	Veronica Lopez	03/12/2009 09:34 AM	APRV
4	Roland Garcia	Rolando Garcia	03/13/2009 08:08 AM	APRV

5	Auditor's Office	03/13/2009 04:31 PM	NEW
Form Started By: Marcie Jackson		Started On: 03/09/2009 03:04 PM	
Final Approval Date: 03/13/2009			

APPLICATION FOR PAYMENT NO. 2 (RETAINAGE) AI- 14444 3/17/09

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: **January 29, 2009**. Change Order No. 1 AI-14329 3/9/09

1. Original Contract Price:	$164,397.00
2. Net Change by Change Orders and Written Amendments (+ or -):	$ 13,970.00
3. Current Contract Price (1 and plus 2):	$150,427.00
4. Total complete and stored to date:	$150,427.00
5. Retainage (per Agreement):	
_____% of completed Work: $_____	
_____% of stored material: $_____	
Total Retainage: P.O.# 614086	$ 0.00
6. Total complete and stored to date less retainage (4 minus 5):	$ 150,427.00
7. Less previous Application for Payments:	$135,384.30
8. DUE THIS APPLICATION (6 MINUS 7):	$ 15,042.70

P.O.# 614086
9-1310-206-00-000-012-0-000 = $15,042.70

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 2-19-09

By: Juan Mendoza, President
Juan Mendoza Corporation dba J.M. Construction

State of **Texas**
County of **Hidalgo**
Subscribed and sworn to before me this 19 day of Feb, 2009

INVOICE RECEIVED BY: Marie Jacks ON 2/20/09
GOODS/SERVICES RECEIVED BY: Marie Jacks ON 2/20/09

Notary Public
My Commission expires:

GABRIEL CARILLO
Notary Public, State of Texas
My Commission Expires
March 30, 2011

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 2/20/09

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:**	2/19/2009
1/27/2009	**Project Ending Date**	**Period To:**	1/29/2009
0%	**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"	$ 70,116.00	$ 70,116.00	$ -	$ 70,116.00	$ -	$ -	$ 70,116.00	$ 63,104.40	$ 7,011.60
5020-065-21	North Country Estates No. 2	Diosa Lane	$ 40,155.50	$ 40,155.50	$ -	$ 40,155.50	$ -	$ -	$ 40,155.50	$ 36,139.95	$ 4,015.55
5020-066-21	North Country Estates No. 2	Earth Lane	$ 40,155.50	$ 40,155.50	$ -	$ 40,155.50	$ -	$ -	$ 40,155.50	$ 36,139.95	$ 4,015.55
			$ 150,427.00	$ 150,427.00	$ -	$ 150,427.00	$ -	$ -	$ 150,427.00	$ 135,384.30	$ 15,042.70

Prepared and Checked By:

Signature: _____

Printed Name: Javier Hinojosa, P.E.

Date: 2/20/09

Juan Mendoza Corporation dba J.M. Construction — Contractor Name
12/2009 — Starting Date
01/27/09 — Project Ending Date
Basham No. 16 - County Road "A" — Engineer's / County Project Description

Application No.: 1
Application Date: 02/19/09
Period To: 01/29/09
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	14.25	$ 7,125.00	0.00	$ -	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	4,434.00	$ 26,604.00	0.00	$ -	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	4,434.00	$ 24,387.00	0.00	$ -	4,434.00	$ 24,387.00	0.00	$ -
4	502	Barricades, Signs and Traffic Handling	MO	$ 3,000.00	1.00	$ 3,000.00	1.00	$ 3,000.00	0.00	$ -	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	190.00	$ 4,180.00	190.00	$ 4,180.00	0.00	$ -	190.00	$ 4,180.00	0.00	$ -
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	70.00	$ 2,520.00	0.00	$ -	70.00	$ 2,520.00	0.00	$ -
10	556	Safety End Treatments	EA	$ 700.00	2.00	$ 1,400.00	2.00	$ 1,400.00	0.00	$ -	2.00	$ 1,400.00	0.00	$ -
11	5249	Temporary Sediment Control Fence	LF	$ 3.00	150.00	$ 450.00	150.00	$ 450.00	0.00	$ -	150.00	$ 450.00	0.00	$ -
12	5249	Temporary Sediment Control Fence (REMOVE)	LF	$ 3.00	150.00	$ 450.00	150.00	$ 450.00	0.00	$ -	150.00	$ 450.00	0.00	$ -
13														
14														
15														
16														
17														
18														
19														
20														
21														
22														
23														
24														
25														
26														
						$ 70,116.00		$ 70,116.00		$ -		$ 70,116.00		$ -

Prepared and Checked By:

Signature: [signature]
Printed Name: Javier Hinojosa, P.E.

Date: 2/20/09

Juan Mendoza Corporation dba J.M. Construction — Contractor Name

12/2009 — Starting Date

01/27/09 — Project Ending Date

North Country Estates #2 - Diosa Lane — Engineer's / County Project Description

Application No.: 1

Application Date: 02/19/09

Period To: 01/29/09

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	3.31	$ 1,655.00	0.00	$ -	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	1,451.00	$ 8,706.00	0.00	$ -	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	1,451.00	$ 7,980.50	0.00	$ -	1,451.00	$ 7,980.50	0.00	$ -
4	502	Barricades, Signs and Traffic Handling	MO	$ 3,000.00	1.00	$ 3,000.00	1.00	$ 3,000.00	0.00	$ -	1.00	$ 3,000.00	0.00	$ -
5	530	Driveway (ASPH-CONC-PAV)(PB-1)	SY	$ 28.00	143.00	$ 4,004.00	143.00	$ 4,004.00	0.00	$ -	143.00	$ 4,004.00	0.00	$ -
6	530	Driveway (Concrete 300 PSI)	SY	$ 42.00	52.00	$ 2,184.00	52.00	$ 2,184.00	0.00	$ -	52.00	$ 2,184.00	0.00	$ -
7	530	Turnouts (ASPH-CONC-PAV)(PBS-2)	SY	$ 22.00	200.00	$ 4,400.00	200.00	$ 4,400.00	0.00	$ -	200.00	$ 4,400.00	0.00	$ -
8	304	15" RCP Culvert Pipe	LF	$ 23.00	152.00	$ 3,496.00	152.00	$ 3,496.00	0.00	$ -	152.00	$ 3,496.00	0.00	$ -
9	556	18" RCP Culvert Pipe	LF	$ 36.00	80.00	$ 2,880.00	80.00	$ 2,880.00	0.00	$ -	80.00	$ 2,880.00	0.00	$ -
10	556	Safety End Treatments	EA	$ 700.00	2.00	$ 1,400.00	2.00	$ 1,400.00	0.00	$ -	2.00	$ 1,400.00	0.00	$ -
11	5249	Temporary Sediment Control Fence	LF	$ 3.00	75.00	$ 225.00	75.00	$ 225.00	0.00	$ -	75.00	$ 225.00	0.00	$ -
12	5249	Temporary Sediment Control Fence (REMOVE)	LF	$ 3.00	75.00	$ 225.00	75.00	$ 225.00	0.00	$ -	75.00	$ 225.00	0.00	$ -
13														
14														
15														
16														
17														
18														
19														
20														
21														
22														
23														
24														
25														
26						$ 40,155.50		$ 40,155.50		$ -		$ 40,155.50		$ -

Prepared and Checked By:

Signature: [signature]

Printed Name: Javier Hinojosa, P.E.

Date: 2/20/09

Juan Mendoza Corporation dba J.M. Construction — Contractor Name
12/2009 — Starting Date
01/27/09 — Project Ending Date
North Country Estates #2 - Earth Lane — Engineer's / County Project Description

Application No.: 1
Application Date: 02/19/09
Period To: 01/29/09
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	3.31	$ 1,655.00	0.00	$ -	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	1,451.00	$ 8,706.00	0.00	$ -	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	1,451.00	$ 7,980.50	0.00	$ -	1,451.00	$ 7,980.50	0.00	$ -
4	502	Barricades, Signs and Traffic Handling	MO	$ 3,000.00	1.00	$ 3,000.00	1.00	$ 3,000.00	0.00	$ -	1.00	$ 3,000.00	0.00	$ -
5	530	Driveway (ASPH-CONC-PAV)(PB-1)	SY	$ 28.00	143.00	$ 4,004.00	143.00	$ 4,004.00	0.00	$ -	143.00	$ 4,004.00	0.00	$ -
6	530	Driveway (Concrete 300 PSI)	SY	$ 42.00	52.00	$ 2,184.00	52.00	$ 2,184.00	0.00	$ -	52.00	$ 2,184.00	0.00	$ -
7	530	Turnouts (ASPH-CONC-PAV)(PBS-2)	SY	$ 22.00	200.00	$ 4,400.00	200.00	$ 4,400.00	0.00	$ -	200.00	$ 4,400.00	0.00	$ -
8	304	15" RCP Culvert Pipe	LF	$ 23.00	152.00	$ 3,496.00	152.00	$ 3,496.00	0.00	$ -	152.00	$ 3,496.00	0.00	$ -
9	556	18" RCP Culvert Pipe	LF	$ 36.00	80.00	$ 2,880.00	80.00	$ 2,880.00	0.00	$ -	80.00	$ 2,880.00	0.00	$ -
10	556	Safety End Treatments	EA	$ 700.00	2.00	$ 1,400.00	2.00	$ 1,400.00	0.00	$ -	2.00	$ 1,400.00	0.00	$ -
11	5249	Temporary Sediment Control Fence	LF	$ 3.00	75.00	$ 225.00	75.00	$ 225.00	0.00	$ -	75.00	$ 225.00	0.00	$ -
12	5249	Temporary Sediment Control Fence (REMOVE)	LF	$ 3.00	75.00	$ 225.00	75.00	$ 225.00	0.00	$ -	75.00	$ 225.00	0.00	$ -
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						$ 40,155.50		$ 40,155.50		$ -		$ 40,155.50		$ -

Prepared and Checked By: Signature: [signature] Date: 2/20/09
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

2/17/2009

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. 2 / RETAINAGE)

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

FINAL WAIVER OF LIEN

Hidalgo County Precinct #3
Hidalgo County, Texas

Re: Road & Drainage Construction for Basham No. 16 & North Country Estates No. 2

Martin Marietta Materials waives and releases any lien for all materials furnished to J.M. Construction for the use on the project commonly known as

Road & Drainage Construction for Basham No. 16 & North Country Estates No. 2

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.

Martin Marietta Materials

STATE OF TEXAS

COUNTY OF Hidalgo

Subscribed and sworn to before me, the undersigned authority, on this the 11th 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 commissioin expires 7/10/2009.

SHARON L. McCARTY
MY COMMISSION EXPIRES
July 10, 2009

FINAL WAIVER OF LIEN

Hidalgo County Precinct #3
Hidalgo County, Texas

Re: Road & Drainage Construction for Basham No. 16 & North Country Estates No. 2

J-III Concrete waives and releases any lien for all materials furnished to J.M. Construction for the use on the project commonly known as

Road & Drainage Construction for Basham No. 16 & North Country Estates No. 2

located in Hidalgo County, Texas. J-III Concrete 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.

J-III Concrete Co. Inc.

STATE OF TEXAS
COUNTY OF Hidalgo

Subscribed and sworn to before me, the undersigned authority, on this the 11th 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 commission expires 9/21/2009

ESMERALDA CALDERON
MY COMMISSION EXPIRES
September 21, 2009

FINAL WAIVER OF LIEN

Hidalgo County Precinct #3
Hidalgo County, Texas

Re: Road & Drainage Construction for Basham No. 16 & North Country Estates No. 2

Rio Valley Pipe, LLC waives and releases any lien for all materials furnished to J.M. Construction for the use on the project commonly known as

Road & Drainage Construction for Basham No. 16 & North Country Estates No. 2

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.

Rio Valley Pipe, LLC

Edgar Morales

STATE OF TEXAS

COUNTY OF HIDALGO

Subscribed and sworn to before me, the undersigned authority, on this the 17th day of February, 2009 to certify which, witness my hand and seal of office.

Notary Public, State of Texas.
Notary's Name Printed:
ERNESTO SAENZ

My commissioin expires 10-11-2011.

ERNESTO SAENZ
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 10-11-2011

Texas Department of Transportation

Form 252 (Rev. 12/82)
Page 1 of 1
(GSD-EPC Word 97)

Contract Time Statement

ESTIMATE NO. 2 CONTRACTOR J.M. Construction

PROJECT NO. Basham North Country COUNTY Hidalgo DATE WORK BEGAN 1-23-09

TIME COMPUTED FROM DATE WORK COMPLETED 1-29-09

MONTH	DATE OR DAYS	WORKING DAYS CHARGED		DAYS CREDITED AND REASONS THEREFORE
January				Final Cleanup
TOTALS				

NO. OF CONTRACT WORKING DAYS _____ NO. WORKING DAYS CHARGED TO DATE 0

ASSESSED LIQUIDATED DAMAGES: NO. _____ PER DAY $ 0.00 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

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. 2-Retainage in the amount of Fifteen thousand forty two dollars and seventy cents DOLLAR ($ 15,042.70) 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.

CONTRACTOR

By: President
TITLE

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 17 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

CONSENT OF SURETY

BOND NO.
6506048

PRINCIPAL:
JUAN MENDOZA, INC. DBA JM CONSTRUCTION

OBLIGEE:
HIDALGO COUNTY

PROJECT NAME:
BASHAM NO. 16 AND NORTH COUNTY ROAD NO. 2

CONTRACT DATED: 11/12/08 CONTRACT/PROJECT NO: _____

The FIRST NATIONAL INSURANCE COMPANY OF AMERICA, hereby
(Name of Surety)

consents to:
FINAL PAYMENT

Nothing herein contained shall be held to vary, waive, alter or extend any of the terms, conditions, agreements, or warranties of the above mentioned bond or contract.

Signed and dated on FEBRUARY 18TH, 2009.

FIRST NATIONAL INSURANCE COMPANY OF AMERICA
Surety Company

By: _____
Signature of Authorized Representative

ANDY ALVAREZ, ATTY-IN-FACT
Name and Title

J.M. CONSTRUCTION

3701 Jade Street
Weslaco, Texas 78596
956-565-5222
956-514-4955 (FAX)
jm4955@aol.com

2/17/2009

Javier Hinojosa Engineering
Attn: Javier Hinojosa, P.E.
416 E. Dove Avenue
Mcallen, Texas 78504

Re: Road & Drainage Construction for Basham No. 16 and North Country Estates No. 2: Letter of Warranty

The work shall be guaranteed to be free from defects due to faulty workmanship or materials for a period of one year from the following date: **January 27, 2009**. Work found to be improper or imperfect shall be replaced or redone without cost to the Owner within the year guarantee period. Neither the Certificate of Acceptance, final payment, or any provision of the Contract Documents shall free the Contractor from his guarantee. Failure to repair or replace faulty work entitles the Owner to repair or replace the same and recover the costs from the Contractor. The Contractor shall be the sole guarantor of the work installed under this contract and no third party guarantees by subcontractors or suppliers of various components or materials will be acceptable, nor shall agreements with subcontractors or material or component suppliers by the Contractor reduce the Contractor's responsibility under this agreement.

Sincerely,

Juan Mendoza
President

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

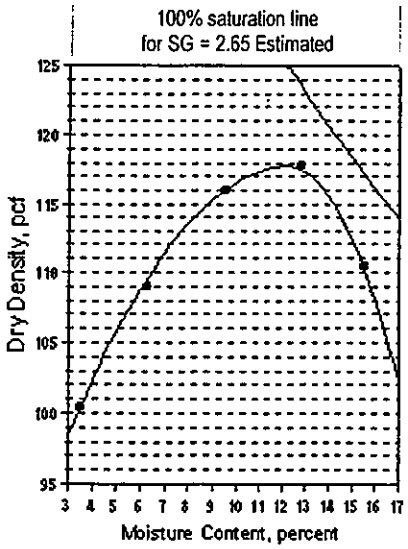
Compaction Method: ASTM D-698
Material Description: Subgrade

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

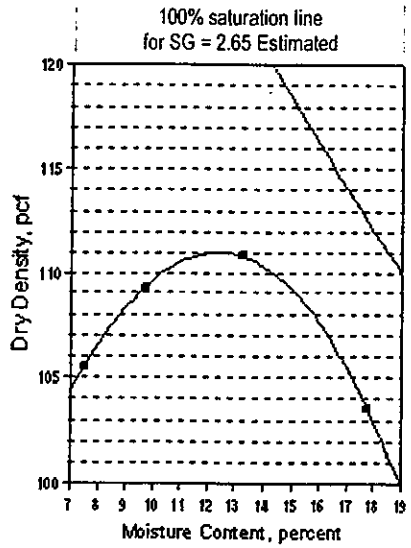
Compaction Method: ASTM D-698
Material Description: Caliche Base Material

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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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: 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
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

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)
(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: 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,
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: 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

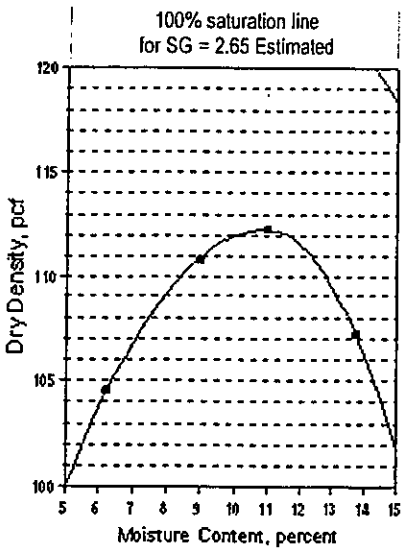
Compaction Method: TEX-113
Material Description: Caliche (Base Material)

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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Geotechnical Engineering

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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: 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

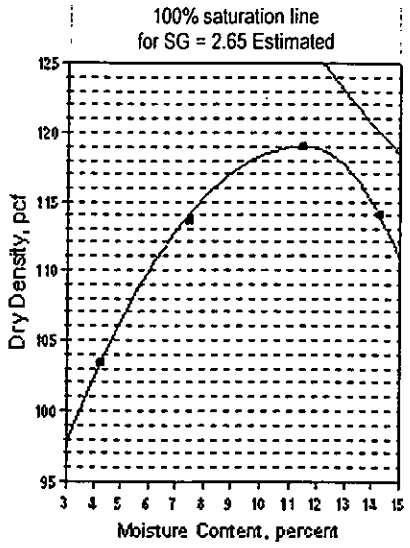
Compaction Method: ASTM D-698
Material Description: Salvage Caliche

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

Respectfully Submitted,
L&G Engineering 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
1-cc Laboratory

Respectfully Submitted,
L&G Engineering Laboratory

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Construction Material Testing
Geotechnical Engineering

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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: 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)
1-cc Hinojosa Engineering
1-cc JM Construction Attn: Jaime Vega
1-cc Laboratory

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JAVIER HINOJOSA ENGINEERING/Consulting Engineers

February 20, 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. 2 (Retainage) for the referenced project as submitted by J.M. Construction. This invoice is for work for the North Country Estates Subdivision No. 2 and County Road A within Basham Subdivision No. 16. All work has been completed as per plans and specifications prepared by my office. We recommend payment of this invoice in the amount of $15,042.70. 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 Corp. DBA J.M. Construction
Contract Amount: $ 164 397.00
Project/Precinct: Bastrop #16 & N. Caunby / Pct. 3
Owner's Contract No.: C-CAP-08-027-11-04

Item	Required Documents	Submitted & Reviewed	Approved	Comments:
	[redacted]			
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)	X	X	Claudia is submitting soon
21	Consent of Surety to Final Payment(with power of attorney)(B)			
22	Final Blue Prints			

CERTIFICATE OF CONSTRUCTION COMPLETION

THIS IS TO CERTIFY THAT ON **JANUARY 27, 2009** A FINAL INSPECTION was made of the project herein described:

CONTRACT

DATE: **November 4, 2008**

OWNER: **Hidalgo County Precinct No. 3**

CONSTRUCTION CONTRACTOR: **Juan Mendoza Corporation dba J.M. Construction** OF THE CITY OF **WESLACO**, STATE OF TEXAS.

PROJECT DESCRIPTION

CONSTRUCTION OF: **Border Colonia Access Project Round I**
Basham Subdivision No. 16 and North Country Estates No. 2 Subdivision
CONTRACT # **C-CAP-08-027-11-04-LRM**
Located in or near the **Hidalgo County Precinct #3**

THIS TO CERTIFY:

1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exception: **None**

2. That the sum of (0), deducted from final payment of the **Juan Mendoza Corporation dba J.M. Construction**, is a fair and equitable settlement for the foregoing except work.

3. That **Juan Mendoza Corporation dba J.M. Construction**, has presented a "Certificate of Release" stating under oath, that all claims arising out of the performance of work have been fulfilled, and the Owner is released from all claims arising under or by virtue of said contract.

4. That **Juan Mendoza Corporation dba J.M. Construction**, has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good faulty workmanship and/or materials discovered in the work within a period of one year from date of final inspection, as provided in said contract.

5. | | |
   |---|---|
   | Amount of Original Contract : | $164,397.00 |
   | Present Amount of Contract: | $150,427.00 |
   | Total Amount of earned to date: | $150,427.00 |
   | Less: previous payments: | $135,384.30 |
   | Authorized deductions: | $ 0.00 |
   | **AMOUNT OF FINAL PAYMENT:** | **$ 15,042.70** |

6. That the final payment in the amount of (**$15,042.70**) is now due and payable.

CONCURERED BY:

Juan Mendoza Corporation dba J.M. Construction

By: _____
Juan Mendoza, President

Javier Hinojosa Engineering

By: _____
Javier Hinojosa, P.E.

Hidalgo County

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

AI-14471 **20.E.2.**

APPLICATION FOR PAYMENT NO 2 (FINAL) AMBERLAND PCT. NO. 3
CC REGULAR

Date:	03/17/2009
Submitted By:	Yvette Islas, PURCHASING DEPT.
Submitted For:	Agapito Vargas
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Purchasing only: CAP Pct.3

Information

CAPTION

Presentation for discussion, consideration, acceptance and approval of Application for Payment No. 2 (Final) in the amount of $32,720.63 from Valley Paving, Inc. contracted vendor for Amberland Subdivision submitted through project engineer, Hinojosa Engineering, Inc. C-CAP-08-013-07-11.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1311-431-00-123-042-0-733
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:
Amount available in PO#608397 is $16,910.00 as of 03/13/09.
Payment: $9,319.50

FISCAL YEAR: 2009 ACCT. #: 9-1311-431-00-123-042-0-734
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:
Amount available in PO#608397 is $6,608.22 as of 03/13/09.
Payment: $5,947.40

FISCAL YEAR: 2009 ACCT. #: 9-1203-431-00-123-005-0-734
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:
Amount available in PO#608397 is $19,393.03 as of 03/13/09.
Payment: $17,453.73

Attachments

Link: final pymt amberland p3 ai 14471

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status

1	Purchasing Department	Marty Salazar	03/12/2009 09:38 AM	APRV
2	Budget & Management	Veronica Lopez	03/12/2009 09:45 AM	APRV
3	Roland Garcia	Rolando Garcia	03/13/2009 08:02 AM	APRV
4	Auditor's Office		03/13/2009 04:31 PM	NEW

Form Started By: Yvette Islas

Started On: 03/11/2009 08:30 AM

Final Approval Date: 03/13/2009

APPLICATION FOR PAYMENT NO. 2 & FINAL

To: Hidalgo County (OWNER)
From: Valley Paving Inc. (CONTRACTOR)
Contract: CAP-08-013-07-11
Project: Road and Drainage Construction of Amberland Subdivision
OWNER's Contract No. CAP-08-013-07-11 ENGINEER's Project No. 06-168
For Work accomplished through the date of: 2/12/2009

1.	Original Contract Price:		$ 103,498.63
2.	Net change by Change Orders and Written Agreements (+ or -):		$ (6,555.00)
3.	Current Contract Price (1 plus 2):		$ 96,943.63
4.	Total completed and stored to date:		$ 96,943.63
5.	Retainage (per Agreement):		
	10% of completed Work:	$ 9,694.36	
	0% of stored material:	$ -	
	Total Retainage:		$ 9,694.36
6.	Total completed and stored to date less retainage (4 minus 5):		$ 87,249.27
7.	Less previous Application for Payments:		$ (54,528.64)
8.	**AMOUNT DUE THIS APPLICATION (6 MINUS 7):**		**$ 32,720.63**

4 Mar 09
P.O.# 608397

9-1311-431-00-123-042-0-733→$10,355.00<-1,035.50>
=$9,319.50
9-1311-431-00-123-042-0-734→$6,608.22<-660.82>
=$5,947.40

9-1203-431-00-123-005-0-734→$19,393.03<-1,939.30>
=$17,453.73
$32,720.63

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 2-18-09 Valley Paving, Inc.
CONTRACTOR
By:

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 18 day of February, 2009

Mayela G Duque
Notary Public
My Commission expires: 11/21/09

Mayela G Duque
My Commission Expires
11/21/2009

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 2-18-09 HINOJOSA ENGINEERING INC.
ENGINEER
By:

INVOICE RECEIVED BY: ON 2/19/09
GOODS/SERVICES RECEIVED BY: ON 2/19/09

Engineer: Hinojosa Engineering, Inc.
Contractor: Valley Paving, Inc.
Retainage Percent: 10%
Starting Date:

Summary

Contract No.	Description	Original Schedule Value	Revised Schedule Value	Application No.1	Application No.2	Application No.3	Total to Date	Balance to Finish	Retainage	Net	Payments to Date	Payment Due
CAP-08-013-07-11	Amberland Subdivision	$103,498.63	$96,943.63	$60,587.38	$36,356.25		$96,943.63	$0.00	$9,694.36	$87,249.27	$54,528.64	$32,720.63
	TOTALS:						$96,943.63	$0.00	$9,694.36	$87,249.27	$54,528.64	$32,720.63

Estimate Quantity Update Worksheet
Amberland Subdivision
Colonia Access Program Project - Precinct No.3
Contract No.CAP-08-013-07-11
Contractor: Valley Paving, Inc.

						RFP 1			RFP 2 & FINAL		
Item No.	Description	Quantity	Unit	Unit Price	Project Amount	Monthly Quantity	Quantity to Date	Item Cost (Monthly)	Monthly Quantity	Quantity to Date	Item Cost (Monthly)
Roadway											
100	Preparing ROW	13.07	STA	$ 750.00	$9,802.50	13.07	13.07	$9,802.50	0	13.07	$0.00
134	Backfill	13.07	STA	$ 150.00	$1,960.50	13.07	13.07	$1,960.50	0	13.07	$0.00
247	Flex Base (8")	903.50	CY	$ 26.00	$23,491.00	903.5	903.5	$23,491.00	0	903.5	$0.00
251	Reworking Base Material (DC) (TY D CL2)	903.50	CY	$ 3.25	$2,936.38	903.5	903.5	$2,936.38	0	903.5	$0.00
262	Lime Trt for BS Crse	3,850.00	SY	$ 2.50	$9,625.00	3850	3850	$9,625.00	0	3850	$0.00
262	Lime (TY A Slurry), (TY B or TY C)	19.34	TON	$ 150.00	$2,901.00	19.34	19.34	$2,901.00	0	19.34	$0.00
310	Prime Coat (MC-30)	706.00	GAL	$ 4.00	$2,824.00	0	0	$0.00	706	706	$2,824.00
340	Asphalt Concrete Pavment Type "D"	3,475.00	SY	$ 6.55	$22,761.25	0	0	$0.00	3475	3475	$22,761.25
502	Barricades, Signs & Traffic Handling	1.50	MO	$ 3,685.00	$5,527.50	1.5	1.5	$5,527.50	0	1.5	$0.00
506	Construction Exits (TY 2) (Install)	72.50	SY	$ 25.00	$1,812.50	72.5	72.5	$1,812.50	0	72.5	$0.00
506	Construction Exits (TY 2) (Remove)	72.50	SY	$ 10.00	$725.00	72.5	72.5	$725.00	0	72.5	$0.00
5249	Temp Sediment Control Fence	208.00	LF	$ 4.50	$936.00	208	208	$936.00	0	208	$0.00
5249	Temp Sediment Control Fence (Remove)	208.00	LF	$ 2.00	$416.00	0	0	$0.00	208	208	$416.00
530	Turnouts (Asph-Conc.-Pav)	72.50	SY	$ 12.00	$870.00	72.5	72.5	$870.00	0	72.5	$0.00
Drainage											
464	RCP (CL III) (18")	84	LF	$ 25.00	$2,100.00	0	0	$0.00	84	84	$2,100.00
464	RCP (CL III) (15")	285	LF	$ 23.00	$6,555.00	0	0	$0.00	0	0	$0.00
467	Safety End Treatment	2	EA	$ 850.00	$1,700.00	0	0	$0.00	2	2	$1,700.00
530	Driveways (Ty PRB-1) (ACP) (1")	55	SY	$ 12.00	$660.00	0	0	$0.00	55	55	$660.00
530	Driveways (Ty PRB-1) (Concrete)	131	SY	$ 45.00	$5,895.00	0	0	$0.00	131	131	$5,895.00
				TOTAL	$103,498.63		Totals:	$60,587.38		Totals:	$36,356.25
							Roadway:	$60,587.38		Roadway:	$26,001.25
							Drainage:	$0.00		Drainage:	$10,355.00

Totals to Date:

Roadway:	$86,588.63
Drainage:	$10,355.00
Total:	$96,943.63

Prepared and Checked by: Signature: _____ Date: 2-18-09
Printed Name: Ricardo Hinojosa, P.E.

9-1311-431-00-123-042-0-733 → $ 10,355.00 (-1,035.50) = $ 9,319.50
9-1311-431-00-123-042-0-734 → $ 6,608.22 (-660.82) = $ 5,947.40
9-1203-431-00-123-005-0-734 → $ 19,393.03 (-1,939.30) = $ 17,453.73
$ 32,720.63

LIST OF SUPPLIERS
&
FINAL WAIVER OF LIEN
Amberland Subdivision

Valley Caliche Products, Inc.
(Caliche Base Material)
(Hot Mix Asphaltic Concrete)

Chemical Lime Company
(Lime Stabilizer Material)
(This Lien is a copy, as soon as original is received appx. 6 days by mail
It will be forwarded to Auditors office. Attn: Rossana
Please acknowledge this faxed copy so as to not further delay payment.)

El Alamo Concrete
(Concrete)

PARTIAL/FINAL WAIVER OF LIEN

THE STATE OF TEXAS

COUNTY OF HIDALGO

The undersigned contracted with Valley Caliche Prducts, Inc. to furnish Caliche in connection with certain improvements to real property in located in Mission, Texas, Hidalgo County, Texas and owned by Hidalgo County Precinct No. 3 Which improvements are described as follows:

Roadway and Drainage Construction for Amberland Subdivision

In consideration of Pay Estimate No. 2 in the amount of Five Thousand, Three Hundred Twenty Seven Dollars and 13/100 ---------- ($ 5,327.13) 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 bill 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.

Valley Caliche Product, Inc.
Supplier

By: Mark Mothoral
TITLE VICE PRESIDENT

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 11TH day of FEBRUARY 2009 to certify which witness my hand and seal of office.

Irma P. Price
NOTARY PUBLIC in and for the State of Texas

IRMA P PRICE
Notary Public, State of Texas
My Commission Expires
August 07, 2011

My Commission Expires: 8-7-11

LETTER OF WARRANTY

TO: Hinojosa Engineering
108 W. 18th St.
Mission, Texas 78572

OWNER: Hidalgo County
2812 S. Bus. Hwy. 281
Edinburg, Texas 78539

PROJECT: Hidalgo County Pct. No. 3 - Amberland Subdivision

Valley Paving, Inc., the Contractor who performed Paving and/or Utility construction work on the above mentioned project for Hidalgo County owner or General Contractor , done in accordance with Contract Documents, Valley Paving, Inc. does hereby relieve the owner of liability in respect to any responsibility for faulty materials and or workmanship done on our part.

As Contractor, Valley Paving, Inc. warrants and guarantees all materials and equipment furnished and work performed for a period of ONE (1) year starting from the date of Substantial Completion.

Warranty to take effect as of February 12th, 2009.

VALLEY PAVING, INC.

Oscar Cordova, President

State of Texas,
County of Hidalgo,

BEFORE ME, a Notary Public in and for the State of Texas on this day personally appeared Oscar Cordova who, being by me duly sworn, on this oath says that he is the Paving & Utility Contractor who performed the construction on the above mentioned project and is duly authorized to make this affidavit.
Sworn to and subscribed before me this 12th day of February, 2009

Rosalinda Trevino.
My Commission Expires: 02-23-11

ROSALINDA TREVINO
MY COMMISSION EXPIRES
February 23, 2011

PARTIAL/FINAL WAIVER OF LIEN

THE STATE OF TEXAS

COUNTY OF HIDALGO

The undersigned contracted with El Alamo Concrete to furnish Concrete in connection with certain improvements to real property in located in Mission, Texas, Hidalgo County, Texas and owned by Hidalgo County Precinct No. 3 Which improvements are described as follows:

Roadway and Drainage Construction for Amberland Subdivision

In consideration of Pay Estimate No. 2 in the amount of Seven Hundred Twelve Dollars and no/cents------ ($ 712.00) 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 bill 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.

El Alamo Concrete
Supplier

By: _____ Secretary
TITLE

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 12th day of February 2009 to certify which witness my hand and seal of office.

DAISY BONILLA
Notary Public, State of Texas
My Commission Expires
August 02, 2009

Daisy Bonilla
NOTARY PUBLIC in and for the State of Texas

My Commission Expires: 8-2-2009

PARTIAL/FINAL WAIVER OF LIEN

THE STATE OF TEXAS

COUNTY OF HIDALGO

The undersigned contracted with Chemical Lime Company of Texas to furnish Lime in connection with certain improvements to real property in located in Mission, Texas, Hidalgo County, Texas and owned by Hidalgo County Precinct No. 3 Which improvements are described as follows:

Roadway and Drainage Construction for Amberland Subdivision

In consideration of Pay Estimate No. 2 in the amount of Two Thousand, Seven Hundred Forty Eight Dollars and 12/100 ($2,748.12) 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 bill 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.

This release only becomes effective when the check, properly endorsed, has cleared the bank

initials AB EJ

Chemical Lime Company of Texas
Supplier

By: Alice Barboza, CCE
TITLE Credit Specialist

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 11th day of February, 2009 to certify which witness my hand and seal of office.

RUBY CLAIBORNE
My Commission Expires
October 8, 2012

Ruby Claiborne
NOTARY PUBLIC in and for the State of Texas

My Commission Expires: 10-8-12

Texas Department of Transportation

Contract Time Statement

Form 252 (Rev. 12/82)
Page 1 of 1
(GSD-EPC Word 97)

ESTIMATE NO. 2 & final CONTRACTOR Valley Paving Inc.

PROJECT NO. CAPOB-013-05-31-LRM COUNTY Hidalgo DATE WORK BEGAN 09/08/08

TIME COMPUTED FROM DATE WORK COMPLETED 02/11/09

MONTH	DATE OR DAYS	WORKING DAYS CHARGED	Amberland Subd.	DAYS CREDITED AND REASONS THEREFORE
2009				
January	28	1	7 1/2	Finished caliche TO Prime
	29	1	7 1/2	Continued to finish caliche
	30			No work
2,009				
February	2	1	7 1/2	Worked on Caliche driveways
	3	1	7 1/2	Finished caliche driveways & Poured concrete driveways
	4	1	7 1/2	Started culverts at entrance & Primed half of street
	5	1	7 1/2	Finished RCP & primed other half of street
	6			No work
	9	1	7 1/2	Laved Hotmix Asphalt & Finished street
	10	1	7 1/2	Clean up & Dressup
	11	1	5	Finished Asphalt Driveways
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

CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

PROJECT: Hidalgo County Pct. No. 3 - Amberland Subd. **PROJECT NO.**
OWNER: Hidalgo County CAP 08-013-05-21-LRM
CONTRACTOR: Valley Paving, Inc.
ENGINEER: Hinojosa Engineering

The Contractor, in accordance with the Contract Documents, and in consideration for the full and final payment to the Contractor for all services in connection with the project, does hereby waive and release any and all liens, or any and all claims to liens which the Contractor may have on or affecting the project as a result of its contract(s) for the Project or for performing labor and/or furnishing materials in any way connected with the construction of any aspect of the project. The Contractor further certifies and warrants that all subcontractors of labor and/or materials for the Project, except as listed below, have been paid in full for all labor and/or materials supplied to, for, through or at the direct or indirect request of the Contractor prior to, through and including the date of this affidavit.

EXCEPTIONS: (If none, write "NONE". The Contractor shall furnish a bond acceptable to the Owner for each exception.)

"None"

CONTRACTOR Valley Paving, Inc.

By : _____

Title President

Subscribed and sworn to before me this 12th day of February, 2009

Notary Public: Rosalinda Trevino

My Commission Expires: 02-23-11

ROSALINDA TREVINO
MY COMMISSION EXPIRES
February 23, 2011

CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS

PROJECT: Hidalgo County Pct. No. 3 - Amberland Subd. PROJECT NO.
OWNER: Hidalgo County CAP 08-013-05-21-LRM
CONTRACTOR: Valley Paving, Inc.
ENGINEER: Hinojosa Engineering

The Contractor in accordance with the Contract Documents, hereby certifies that, except as listed below, all obligations for all materials and equipment furnished, for all work labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might in any way be held responsible have been paid in full or have otherwise been satisfied in full.

EXCEPTIONS: (If none, write "NONE". The Contractor shall furnish a bond acceptable to the Owner for each exception.)

"None"

CONTRACTOR Valley Paving, Inc.

By: _____

Title President

Subscribed and sworn to before me this 12th day of February, 2009

Notary Public: Rosalinda Trevino

My Commission Expires: 02-23-11

ROSALINDA TREVINO
MY COMMISSION EXPIRES
February 23, 2011

HIDALGO COUNTY AUDITOR'S OFFICE
BORDER COLONIA ACCESS PROGRAM

DOCUMENTATION REQUIRED ON ROAD CONSTRUCTION PROJECTS

PROJECT IN PROGRESS		
ITEM#	DOCUMENTS REQUIRED FOR PAYMENT	DOCUMENT SOURCE
1	Application & Certification of Payment	Contractor
2	Schedule of Values	Engineer
3	Estimate Quantity Worksheet	Engineer
4	List of Supplier and Sub-contractors (as applicable)	Contractor
5	Partial Waiver of Liens (Sub- Contractors/Suppliers)	Contractor
6	Contract Time Statement	Engineer
7	Testing Table Report	Engineer
8	Wage Certification Statement	Program Director

The list of suppliers and waiver of liens are necessary to ensure that the County is not held liable for activities not under its control.

PROJECT COMPLETED		
ITEM#	DOCUMENTS REQUIRED FOR PAYMENT	DOCUMENT SOURCE
1 ✓	Application & Certification of Payment	Contractor
2	Schedule of Values	Engineer
3	Estimate Update Quantity Worksheet	Engineer
4 ✓	Certificate of Construction Completion	Contractor
5 ✓	Contractor's Affidavit of Release of Liens	Contractor
6 ✓	Contractor's Affidavit of Payments of Debts and Claims	Contractor

NOTES:

1) All Payments require Program Director and Commissioner's Court Approval.
2) If application for payment includes any change in contract amount, then a change order needs to be included (approved by TxDot and Commissioner's Court).

✓ Change Order - Quantative Adjustment.
✓ Final Release by Suppliers
✓ Letter of Warranty
✓ (Certified Payroll w/ Monthly Utilization Report. will be turned in next week for last worked week ending 02/15/09 to be paid 02/20/09.

APPLICATION FOR PAYMENT No. 2

To Hidalgo County Border Colonia Access Program c/o Hidalgo County Pct.# 3 (OWNER)

From: Valley Paving, Inc. (CONTRACTOR)

Contract: County of Hidalgo

Project: Border Colonia Access Project Hidalgo County Pct. #3 Amberland Subd.

OWNER'S Contract No. 608397 ENGINEER'S Project No. _____

For Work accomplished through the date of: 02/12/09

1.	Original Contract Price:	$ 103,498.63
2.	Net change by Change Orders and Written Amendments (+or-):	$ -0-
3.	Current Contract Price (1 plus 2):	$ 103,498.63
4.	Total completed and stored to date:	$ 96,943.63
5.	Retainage (per Agreement):	
	0 % of completed Work: $ -0-	
	0 % of stored material: $ -0-	
	Total Retainage:	$ -0-
6.	Total completed and stored to date less retainage (4 minus 5)	$ 96,943.63
7.	Less previous Application for Payments:	$ 54,528.64
8.	DUE THIS APPLICATION (6 MINUS 7):	$ 42,414.99

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 _____ 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, seeurity interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with Contract Documents and not defective.

Dated 02/12/09

VALLEY PAVING, INC.
CONTRACTOR

By: _____

State of TEXAS
County of HIDALGO
Subscribed and sworn to before me this 12th
Day of February, 2009

Rosalinda Trevino
Notary Public
My Commission expires: 02-23-11

ROSALINDA TREVINO
MY COMMISSION EXPIRES
February 23, 2011

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 2-18-09

HINOJOSA ENGINEERING INC
ENGINEER

By: _____

VALLEY PAVING INC.
321 E. 2 MILE LINE
MISSION, TX. 78574

PHONE (956) 585-5908
PHONE (956) 581-1370
FAX (956) 584-0057

TO: HIDALGO COUNTY PCT 3
C/O HINOJOSA ENGINEERING, INC.
MISSION, TX. 78572

PAYMENT REQUEST #2 & FINAL

2/12/2009

PROJECT: AMBERLAND SUBDIVISION

	DESCRIPTION	QTY	UNIT	UNIT PRICE	CONTRACT TOTAL	QTY. COMP.	TOTAL AMOUNT
1	PREPARING ROW	13.07	STA	$ 750.00	$ 9,802.50	13.07	$ 9,802.50
2	BACKFILL TYPE A	13.07	STA	$ 150.00	$ 1,960.50	13.07	$ 1,960.50
3	FLEXIBLE BASE TYPE D	903.5	CY	$ 26.00	$ 23,491.00	903.5	$ 23,491.00
4	LIME TREATMENT FOR BASE COURSE	3850	SY	$ 2.50	$ 9,625.00	3850	$ 9,625.00
5	LIME TREATMENT TYPE A SLURRY	19.34	TN	$ 150.00	$ 2,901.00	19.34	$ 2,901.00
6	REWORKING BASE MATERIAL	903.5	CY	$ 3.25	$ 2,936.38	903.5	$ 2,936.38
7	PRIME COAT MC 30	706	GAL	$ 4.00	$ 2,824.00	706	$ 2,824.00
8	ASPHALT CONCRETE PAVEMENT TYPE D	3,475	SY	$ 6.55	$ 22,761.25	3475	$ 22,761.25
9	BARRICADES SIGNS & TRAFFIC HANDELING	1.5	MO	$ 3,685.00	$ 5,527.50	1.5	$ 5,527.50
10	CONSTRUCTION EXITS TYPE 2 INSTALL	72.5	SY	$ 25.00	$ 1,812.50	72.5	$ 1,812.50
11	CONSTRUCTION EXITS TYPE 2 REMOVE	72.5	SY	$ 10.00	$ 725.00	72.5	$ 725.00
12	TURNOUTS(ASPHALTIC CONCRETE PAVEMENT)	72.5	SY	$ 12.00	$ 870.00	72.5	$ 870.00
13	TEMPORARY SEDIMENT CONTROLL FENCE (INSTALL)	208	LF	$ 4.50	$ 936.00	208	$ 936.00
14	TEMPORARY SEDIMENT CONTROLL FENCE (REMOVE)	208	LF	$ 2.00	$ 416.00	208	$ 416.00
15	RCP(CL3 18")	84	LF	$ 25.00	$ 2,100.00	84	$ 2,100.00
16	RCP(CL3 15")	285	LF	$ 23.00	$ 6,555.00	0	$ -
17	SAFETY END TREATMENTS	2	EA	$ 850.00	$ 1,700.00	2	$ 1,700.00
18	DRIVE WAYS (ASPHALT CONCRETE PAVEMENT)	55	SY	$ 12.00	$ 660.00	55	$ 660.00
19	DRIVE WAYS CONCRETE 3000 PSI	131	SY	$ 45.00	$ 5,895.00	131	$ 5,895.00

TOTAL CONTRACT AMOUNT $ 103,498.63

TOTAL AMOUNT COMPLETED TO DATE $ 96,943.63

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.

Amberland Subdivision
Colonia Testing Requirements

MATERIAL	TEST	DESCRIPTION	REQUIRED	REMARKS	Amberland Subdivision		
					Amber Road		
					CSJ#2C1080042		
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 Mill 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: 2-18-09

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: Amberland Subdv.(CAP)
Client: Hidalgo County Pct. #3 (CAP)
Engineer: Hinojosa Engineering
Contractor: Valley Paving

L&G Project Number: L37817
L&G Report Number: R001
Sample Date: 01/14/2009
Date Reported: 01/16/2009

Field Number: Roadway

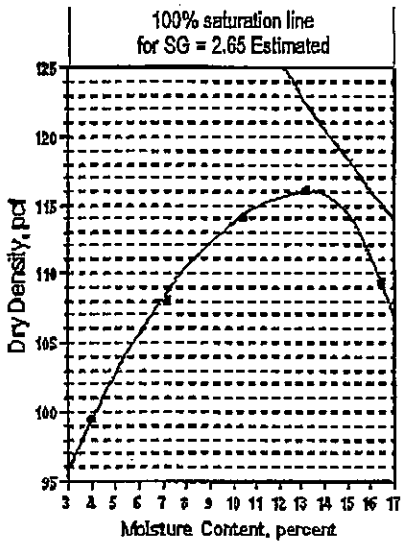
Compaction Method: ASTM D-698
Material Description: Limed Subgrade

Specific Gravity: 2.65

Liquid Limit: 30
Plastic Limit: 19
Plasticity Index: 11
% Passing No. 200: 0.0
Group Symbol: GP

Specimen No.:	1	2	3	4	5
Moisture, %:	3.9	7.2	10.5	13.3	16.4
Dry Density (pcf):	99.1	108.0	114.0	116.0	109.8

Maximum Dry Density in P.C.F.: 116.0
Optimum Moisture (%): 13.5



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 Valley Paving
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: Amberland Subdv.(CAP)
Client: Hidalgo County Pct. #3 (CAP)
Engineer: Hinojosa Engineering
Contractor: Valley Paving

L&G Project Number: L37817
L&G Report Number: R002
Sample Date: 01/15/2009
Date Reported: 01/17/2009

Field Number: Roadway

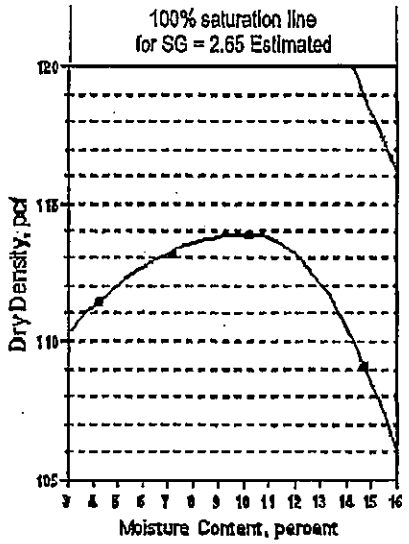
Compaction Method: ASTM D-698
Material Description: Caliche (Base Material)

Specific Gravity: 2.65

Liquid Limit: 24
Plastic Limit: 17
Plasticity Index: 7
% Passing No. 200: 0.0
Group Symbol: CL

Specimen No.:	1	2	3	4
Moisture, %:	4.3	7.2	10.3	14.7
Dry Density (pcf):	111.5	113.1	113.9	109.2

Maximum Dry Density in P.C.F.: 113.9
Optimum Moisture (%): 10.3



Remarks: Minus 200 N/A,Wet Ball Mill Value 30 %
Test Method: ASTM D-698 Method-A

Orig: Hidalgo County Pct. #3 (CAP) (Mission, TX)
(1-cc copy)
1-cc Hinojosa Engineering
1-cc Valley Paving
1-cc Laboratory

Respectfully Submitted,
L&G Engineering Laboratory

Ricardo A. Gil, Lab Manager

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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: Amberland Subdv.(CAP)
Client: Hidalgo County Pct. #3 (CAP)
Engineer: Hinojosa Engineering
Contractor: Valley Paving

L&G Project Number: L37817
L&G Report Number: R003
Sample Date: 01/20/2009
Date Reported: 01/20/2009

Material Description Subgrade
Required % Proctor 95 **Moisture Tolerance** 13.5

Proctor No	Optimum % Moisture	Opt. Density, LB/CF
LIME SUBGR.	13.5	116.0

Test No.	Test Location	Proctor No	Moisture Content	Dry Density	Percent Compaction	Depth (Inch)
1	E. Jefferson St. 600ft W. of Glasscock Intersection 1ft North of CL	LIME SUBGR.	12.2%	111.7 pcf	96.3% (Pass)	6"
2	E. Jefferson St. 400ft W. of Glasscock Intersection 5ft Sorth of CL	LIME SUBGR.	13.0%	110.6 pcf	95.3% (Pass)	6"
3	E. Jefferson St. 100ft W. of Glasscock Intersection 4ft North of CL	LIME SUBGR.	11.9%	110.6 pcf	95.3% (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 Valley Paving
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: Amberland Subdv.(CAP)
Client: Hidalgo County Pct. #3 (CAP)
Engineer: Hinojosa Engineering
Contractor: Valley Paving

L&G Project Number: L37817
L&G Report Number: R004
Sample Date: 01/27/2009
Date Reported: 01/27/2009

Material Description Subgrade
Required % Proctor 98 **Moisture Tolerance** 10.3

Proctor No	Optimum % Moisture	Opt. Density, LB/CF
L37817-2	10.3	113.9

Test No.	Test Location	Proctor No	Moisture Content	Dry Density	Percent Compaction	Depth (Inch)
1	Amberlane Sta. 3+50 5ft S. of CL	L37817-2	11.1%	124.8 pcf	109.6% (Pass)	6"
2	Amberlane Sta. 8+00	L37817-2	12.1%	118.5 pcf	104.0% (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 Valley Paving
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: AMBERLAND SUBDIVISION. **PROJECT #** 06-168
BARNEY GROVES SUBDIVISION **DATE:** 2-18-09. 06-355

TO: PCT. 2 BORDER COLONIAS.

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:
( ) APPROVAL ( ) RECORD (X) INFORMATION
( ) REVIEW & COMMENT ( ) DISTRIBUTION TO PARTIES

THE FOLLOWING:
( ) DRAWINGS ( ) SHOP DRAWING REPRODUCIBLES ( ) SAMPLES
( ) SPECIFICATIONS ( ) SHOP DRAWING PRINTS ( ) PRODUCT LITERATURE
(X) CHANGE ORDER (X) OTHER APPLICATION FOR PAYMENT.

COPIES	DATE	DESCRIPTION
1	2-18-09	ORIGINAL APPLICATION NO. 2 & FINAL - AMBERLAND
1		CHANGE ORDER. - AMBERLAND
1		TABULATION OF CHANGE ORDER No. 1 FOR BARNEY GROVES SUBDIVISION.

REMARKS:

COPIES TO : FILE

RECEIVED
Yolie Jackson
FEB 19 09
Hidalgo County
PRECINCT #2

Border Colonia Access Program
Checklist for Documents Required for Road Construction

Contractor: Valley Paving Inc.
Contract Amount: $ 103,498.63
Project/Precinct: Amberland / Pct. 3
Owner's Contract No.:

Item	Required Documents	Submitted & Reviewed	Approved	Comments:
	[redacted]			
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	✓	✓	Change Order #1 / Approved 3/3/14
	[redacted]			
16	Punch List	✓	✓	List of Suppliers
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-14462 **20.E.3.**

APPLICATION FOR PAYMENT NO. 3 FINAL VILLA CAPRI PCT NO. 3
CC REGULAR

Date: 03/17/2009
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. 3 (final) in the amount of $9,829.60 from Valley Paving, Inc. contracted vendor for Villa Capri Subidivision submitted by project engineer Hinojosa Enginering, Inc. C-CAP-08-008-03-26.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1311-431-00-123-784-1-733
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Amount available in PO#605351 is $10,435.35 for Valley Paving as of 03/13/09.
Payment: $410.62

FISCAL YEAR: 2009 **ACCT. #:** 9-1203-431-00-123-005-0-734
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Amount available in PO#605351 is $18,790.04 for Valley Paving as of 03/12/09.
Payment: $9,418.98

Attachments

Link: Application for Payment No. 3 Final Villa Capri

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvette Islas	Yvette Islas	03/11/2009 03:44 PM	APRV
2	Purchasing Department	Marty Salazar	03/12/2009 09:23 AM	APRV
3	Budget & Management	Veronica Lopez	03/12/2009 09:36 AM	APRV
4	Roland Garcia	Rolando Garcia	03/13/2009 07:37 AM	APRV
5	Auditor's Office		03/13/2009 04:31 PM	NEW

Form Started By: Marcie Jackson Started On: 03/10/2009 03:21 PM

AI-14462 3/17/09

APPLICATION FOR PAYMENT NO. 3 & Final

To: Hidalgo County (OWNER)
From: Valley Paving Inc. (CONTRACTOR)
Contract: CAP-08-008-03-26 LRM
Project: Road and Drainage Construction of Villa Capri Subdivision
OWNER's Contract No. CAP-08-008-03-06 ENGINEER's Project No. 06-167
For Work accomplished through the date of: 1/30/2009

1.	Original Contract Price:		$ 98,217.37
2.	Net change by Change Orders and Written Agreements (+ or -):		$ 2,437.50
3.	Current Contract Price (1 plus 2):		$ 100,654.87
4.	Total completed and stored to date:		$ 100,654.87
5.	Retainage (per Agreement):		
	10% of completed Work:	$ 10,065.49	
	0% of stored material:	$ -	
	Total Retainage:		$ 10,065.49
6.	Total completed and stored to date less retainage (4 minus 5):		$ 90,589.38
7.	Less previous Application for Payments:		$ 80,759.78
8.	**AMOUNT DUE THIS APPLICATION (6 MINUS 7):** P.O. #605351		**$ 9,829.60**

Accompanying Documentation: **9-1311-431-00-123-784-1-733→$456.25<-45.63>**
=$410.62
9-1203-431-00-123-005-0-734→ $10,465.53 <-1,046.55>
=$9,418.98

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 2-26-09 Valley Paving Inc.
CONTRACTOR
By:

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 26 day of February, 2009

Mayela G Duque
Notary Public
My Commission expires: 11/21/2009

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 2-26-09 HINOJOSA ENGINEERING INC
ENGINEER
By:

INVOICE RECEIVED BY: [illegible] ON 3/2/09
GOODS/SERVICES RECEIVED BY: [illegible] ON 3/2/09

Engineer: Hinojosa Engineering, Inc.
Contractor: Valley Paving Inc.
Retainage Percent: 10%
Starting Date:

Summary

Contract No.	Description	Original Schedule Value	Revised Schedule Value	Application No.1	Application No.2	Application No.3 & Final	Total to Date	Balance to Finish	Retainage	Net	Payments to Date	Payment Due
AP 08-008-03-26 LF	Villa Capri Subdivision	$98,217.37	$100,654.87	$44,531.00	$45,202.09	$10,921.78	$100,654.87	$0.00	$10,065.49	$90,589.38	$80,759.78	$9,829.60
	TOTALS:						$100,654.87	$0.00	$10,065.49	$90,589.38	$80,759.78	$9,829.60

Estimate Quantity Update Worksheet
Villa Capri Subdivision
Colonia Access Program Project - Precinct No.3
CAP-08-008-03-26
Contractor: Valley Paving

						RFP 1			RFP 2			RFP 3 & Final		
Item No.	Description	Quantity	Unit	Unit Price	Project Amount	Monthly Quantity	Quantity to Date	Item Cost (Monthly)	Monthly Quantity	Quantity to Date	Item Cost (Monthly)	Monthly Quantity	Quantity to Date	Item Cost (Monthly)
Roadway														
100	Preparing ROW	10.63	STA	$855.00	$9,088.65	10.63	10.63	$9,088.65	0	10.63	$0.00	0	10.63	$0.00
110	Excavation	1445	CY	$4.20	$6,069.00	1445	1445	$6,069.00	0	1445	$0.00	0	1445	$0.00
247	Flex Base	735	CY	$21.45	$15,765.75	367.5	367.5	$7,882.88	367.5	735	$7,882.88	0	735	$0.00
251	Reworking Base Material (DC)(TY D CL2)	735	CY	$5.80	$4,263.00	315	315	$1,827.00	420	735	$2,436.00	0	735	$0.00
262	Lime Treated Base (6")	2835	SY	$1.50	$4,252.50	1417.5	1417.5	$2,126.25	1417.5	2835	$2,126.25	0	2835	$0.00
262	Lime for Base (Ty A or B)	15.73	TON	$127.86	$2,011.24	7.86	7.86	$1,004.98	7.87	15.73	$1,006.26	0	15.73	$0.00
310	Prime Coat (MC-30)	570	GAL	$3.95	$2,251.50	0	0	$0.00	285	285	$1,125.75	285	570	$1,125.75
340	Asphalt Concrete Pavment Type "D"	242.36	TON	$66.05	$16,007.88	0	0	$0.00	122	122	$8,058.10	120.36	242.36	$7,949.78
502	Barricades, Signs & Traffic Handling	1.5	MO	$1,500.00	$2,250.00	1.5	1.5	$2,250.00	0	1.5	$0.00	0	1.5	$0.00
506	Construction Exits (TY 2) (Install)	145	SY	$40.00	$5,800.00	72	72	$2,880.00	73	145	$2,920.00	0	145	$0.00
506	Construction Exits (TY 2) (Remove)	145	SY	$20.00	$2,900.00	72	72	$1,440.00	73	145	$1,460.00	0	145	$0.00
529	Concrete Curb and Gutter	0	LF	$5.25	$0.00	1145	1145	$6,011.25	1155	2300	$6,063.75	0	2300	$0.00
5249	Temp Sediment Control Fence	260	LF	$4.00	$1,040.00	130	130	$520.00	130	260	$520.00	0	260	$0.00
5249	Temp Sediment Control Fence (Remove)	260	LF	$1.50	$390.00	0	0	$0.00	0	0	$0.00	260	260	$390.00
530	Turnouts (Asph-Conc-Pav)	145	SY	$11.20	$1,624.00	0	0	$0.00	145	145	$1,624.00	0	145	$0.00
644	Small Road Sign Assm (Ty A)	2	EA	$500.00	$1,000.00	0	0	$0.00		0	$0.00	2	2	$1,000.00
Drainage														
464	RCP (CL III) (15")	345	LF	$15.50	$5,347.50	0	0	$0.00		0	$0.00	0	0	$0.00
464	RCP (CL III) (18")	108	LF	$17.50	$1,890.00	0	0	$0.00		0	$0.00	0	0	$0.00
467	Safety End Treatment	4	EA	$600.00	$2,400.00	0	0	$0.00		0	$0.00	0	0	$0.00
530	Driveways (Ty PRB-1) (ACP) (1")	73	SY	$11.20	$817.60	0	0	$0.00	73	73	$817.60	0	73	$0.00
530	Driveways (Ty PRB-1) (Concrete)	357.5	SY	$36.50	$13,048.75	94	94	$3,431.00	251	345	$9,161.50	12.5	357.5	$456.25
				TOTAL	$98,217.37		Totals:	$44,531.00		Totals:	$45,202.08		Totals:	$10,921.78
							Roadway:	$41,100.00		Roadway:	$35,222.98		Roadway:	$10,465.53
							Drainage:	$3,431.00		Drainage:	$9,979.10		Drainage:	$456.25

DRAINAGE

Totals to Date:

Roadway:	$86,788.52
Drainage:	$13,866.35
Total:	$100,654.87

Prepared and Checked by: Signature: _____ Date: 2-26-09
Printed Name: Ricardo Hinojosa, P.E.

9·1311·431·00·123·784·1·733 → $ 456.25 (-45.63) = $ 410.62

9·1311·431·00·123·784·1·734 → $

9·1203·431·00·123·005·0·734 → $ 10,465.53 (-1,046.55) = $ 9,418.98

CHANGE ORDER

NO. 1

PROJECT: Villa Capri Subdivision

DATE OF ISSUANCE: 7/30/2008

OWNER: Hidalgo County Precinct No.3
ADDRESS: 301 East State Street
Pharr, Tx 78577

OWNER'S PROJECT NO.: CAP-08-008-03-26-LRM

CONTRACTOR: Valley Paving, Inc.
ADDRESS: 321 E. 2 Mile Line
Mission, TX 78572

ENGINEER: Hinojosa Engineering, Inc

CONTRACT FOR: $98,217.37

ENGINEER'S PROJECT NO.: 06-167

You are hereby directed to make the following changes in the Contract Documents.

Description: Curb and Gutter added to Roads

Purpose: Final Quantitative Adjustments.

Attachments: 1. Tabulation of items to be reconciled.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIME:
Original Contract Price: $98,217.37	**Original Contract Time:** 90 working days days
Previous Change Order No.s: 0 — $0.00	**Change from Previous Change Orders** 0 working days days
Contract Price prior to this Change Order $98,217.37	**Contract Time prior to this Change Order** 0 working days days
Net Increase of this Change Order $2,437.50	**Net Increase of this Change Order** 0 working days days
Contract Price with all approved Change Orders $100,654.87	**Contract Time with all approved Change Orders** 90 working days days

APPROVED:

Owner — Date: 8/26/08

Hidalgo County Judge

APPROVED:

Contractor — Date: 7/30/08

Valley Paving, Inc.

RECOMMENDED:

Engineer — Date: 7-31-08

Hinojosa Engineering, Inc.

INVOICE RECEIVED BY:

ON 7/31/08

GOODS/SERVICES RECEIVED BY:

ON 7/30/08

CONTRACT CHANGE ORDER No.1

Contract No. CAP-08-008-03-26-LRM Date: July 30, 2008
Change Order No. 1 Project: Villa Capri Subdivision
To: Valley Paving, Inc.. Location: Hidalgo County, TX

You are hereby requested to comply with the following changes from the contract plans and/or specifications:

Item No.	Description of Changes	Decrease in Contract	Increase in Contract
464	RCP CL III (15")	$5,347.50	
464	RCP CL III (18")	$1,890.00	
467	Safety End Treatment	$2,400.00	
529	Concrete Curb and Gutter		$12,075.00
	Total Decrease	$9,637.50	
	Total Increase		$ 00,000.00
	Net Increase in Contract Price		$ 2,437.50

The sum of **$ 2,437.50** is hereby added to the total contract price of **$ 98,217.37**, and the total adjusted contract price to date is **$ 100,654.87**. The time for completion of the contract is 90 calendar days. This document shall become an amendment to the contract and all provisions of the contract will apply hereto.

Accepted by: _____ Date: 7/30/08
Valley Paving, Inc.

Recommended by: _____ Date: 7-31-08
Hinojosa Engineering, Inc.

Approved by: _____ Date:
Hidalgo County Judge

Note: Please refer to page 3 for description of changes in quantities and unit prices.

Tabulation of Change Order No.1
Villa Capri Subdivision
Colonia Access Program Project - Precinct No.3
CAP-08-008-03-26
Contractor: Valley Paving

		Original Bid				Change Order No.1			(+)increase/
Item No.	Description	Quantity	Unit	Unit Price	Total	Quantity	Unit Price	Total	(-)decrease
Roadway									
100	Preparing ROW	10.63	STA	$855.00	$9,088.65	10.63	$855.00	$9,088.65	$0.00
110	Excavation	1445	CY	$4.20	$6,069.00	1445	$4.20	$6,069.00	$0.00
247	Flex Base	735	CY	$21.45	$15,765.75	735	$21.45	$15,765.75	$0.00
251	Reworking Base Material (DC)(TY. D CL2)	735	CY	$5.80	$4,263.00	735	$5.80	$4,263.00	$0.00
262	Lime Treated Base (6")	2835	SY	$1.50	$4,252.50	2835	$1.50	$4,252.50	$0.00
262	Lime for Base (Ty A or B)	15.73	TON	$127.86	$2,011.24	15.73	$127.86	$2,011.24	$0.00
310	Prime Coat (MC-30)	570	GAL	$3.95	$2,251.50	570	$3.95	$2,251.50	$0.00
340	Asphalt Concrete Pavment Type "D"	242.36	TON	$66.05	$16,007.88	242.36	$66.05	$16,007.88	$0.00
502	Barricades, Signs & Traffic Handling	1.5	MO	$1,500.00	$2,250.00	1.5	$1,500.00	$2,250.00	$0.00
506	Construction Exits (TY 2) (Install)	145	SY	$40.00	$5,800.00	145	$40.00	$5,800.00	$0.00
506	Construction Exits (TY 2) (Remove)	145	SY	$20.00	$2,900.00	145	$20.00	$2,900.00	$0.00
5249	Temp Sediment Control Fence	260	LF	$4.00	$1,040.00	260	$4.00	$1,040.00	$0.00
5249	Temp Sediment Control Fence (Remove)	260	LF	$1.50	$390.00	260	$1.50	$390.00	$0.00
529	**Concrete Curb and Gutter**	**0**	**LF**	**$5.25**	**$0.00**	**2300**	**$5.25**	**$12,075.00**	**$12,075.00**
530	Turnouts (Asph-Conc-Pav)	145	SY	$11.20	$1,624.00	145	$11.20	$1,624.00	$0.00
644	Small Road Sign Assm (Ty A)	2	EA	$500.00	$1,000.00	2	$500.00	$1,000.00	$0.00
Drainage									
464	**RCP (CL III) (15")**	**345**	**LF**	**$15.50**	**$5,347.50**	**0**	**$15.50**	**$0.00**	**-$5,347.50**
464	**RCP (CL III) (18")**	**108**	**LF**	**$17.50**	**$1,890.00**	**0**	**$17.50**	**$0.00**	**-$1,890.00**
467	**Safety End Treatment**	**4**	**EA**	**$600.00**	**$2,400.00**	**0**	**$600.00**	**$0.00**	**-$2,400.00**
530	Driveways (Ty PRB-1) (ACP) (1")	73	SY	$11.20	$817.60	73	$11.20	$817.60	$0.00
530	Driveways (Ty PRB-1) (Concrete)	357.5	SY	$36.50	$13,048.75	357.5	$36.50	$13,048.75	$0.00
									$2,437.50
				Roadway:	$74,713.52		Roadway:	$86,788.52	
				Drainage:	$23,503.85		Drainage:	$13,866.35	
				TOTAL:	$98,217.37		**TOTAL:**	$100,654.87	

Villa Capri Subdivision
Colonia Testing Requirements

					Villa Capri Subdivision		
					Kings Drive	Royal Drive	
MATERIAL	TEST	DESCRIPTION	REQUIRED	REMARKS	CSJ#2C10878421	CSJ#2C10878421	
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 Mill 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: 2-26-09

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: Villa De Capri Subdv. (CAP)
Client: Hidalgo County Pct. #3 (CAP)
Engineer: Hinojosa Engineering
Contractor: Valley Paving

L&G Project Number: L37811
L&G Report Number: R012
Sample Date: 12/04/2008
Date Reported: 12/04/2008

Material Description Caliche
Required % Proctor 95 **Moisture Tolerance** -2 +3

Proctor No	Optimum % Moisture	Opt. Density, LB/CF
C - #1	9.5	121.6

Test No.	Test Location	Proctor No	Moisture Content	Dry Density	Percent Compaction	inches
1	Royal Dr. Sta: N PC Cul-de-sac North Side Culdesac	C - #1	12.4%	117.8 pcf	96.9% (Pass)	4"
2	Royal Dr. Sta: POC #2 Southside	C - #1	10.5%	124.5 pcf	102.4% (Pass)	4"
3	Royal Dr. Sta: 2+20 West side Undercurb	C - #1	10.7%	122.6 pcf	100.8% (Pass)	4"
4	Royal Dr. Sta: 1+10 East side Undercurb	C - #1	12.5%	116.2 pcf	95.6% (Pass)	4"

Remarks: Test results are in general compliance with the project specifications except as noted.
Test Methods: ASTM D2922, D3017

(1-cc copy)
(1-cc copy)
1-cc Hinojosa Engineering
1-cc Valley Paving
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

BITUMINOUS MIXTURE PROPERTIES
TEST REPORT

Project Description: Villa De Capri Subdv. (CAP)
Client: Hidalgo County Pct. #3 (CAP)
Engineer: Hinojosa Engineering
Contractor: Valley Paving

L&G Project Number: L37811
L&G Report Number: R013
Sample Date: 12/02/2008
Date Reported: 12/02/2008

Material Description: Hot Mix Asphalt Paving
Material Source: Valley Caliche
Specification: TxDOT Item 340 (Ty D)

Sieve Size	Result (% Passing)	Ty D Fine Surface Requirement
1/2"	99.4	100.0
3/8"	93.3	85-100
No. 4	65.2	50-70
No. 10	35.9	32-42
No. 40	20.6	11-26
No. 80	12.3	4-14
No. 200	5.2	1-6*

Tex-236-F Asphalt Content (Ignition Method)

Asphalt Content = 4.8% **(design value)**

Tex-227-F Theoretical Maximum Specific Gravity of Bituminous Mixtures

(Rice Gravity) Gr = 2.475 **(design value)**

Tex-207-F Density of Compacted Bituminous Mixtures

(Bulk Specific Gravity) Ga = 2.379 **(design value)**

(1-cc copy)
(1-cc copy)
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1-cc Valley Paving
1-cc Laboratory

Respectfully Submitted,
L&G Engineering Laboratory

Ricardo A. Gil, Lab Manager

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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

REPORT OF SITE VISIT
TEST REPORT

Project Description: Villa De Capri Subdv. (CAP)
Client: Hidalgo County Pct. #3 (CAP)
Engineer: Hinojosa Engineering
Contractor: Valley Paving

L&G Project Number: L37811
L&G Report Number: R014
Sample Date: 12/08/2008
Date Reported: 12/08/2008

On 12/08/08, a representative of L&G Engineering Laboratory was dispatched to Villa de Capri Subdivision to perform testing and inspection of the placement of ready-mixed concrete on curb and gutter.

Specimen Number 2 was obtained and tested at 1:45 PM, and the following were determined:

Concrete Temperature: 79°f **Entrapped / Entrained Air Content:** 3%

Ambient Temperature: 85°f **Slump:** 1 inch

From Specimen Number 2, a total of (4) 6x12 cylindrical test specimens were cast for Compressive Strength Testing at intervals of 7 and 28 days.

On 12/09/08, a representative of L&G Engineering Laboratory was dispatched to the referenced project to collect the cylindrical specimens cast on the placement of Villa de Capri Subdivision. On 12/09/08, the specimens were delivered to the laboratory where they were stripped, labeled, and placed in a curing tank for testing at intervals of 7 and 28 days.

Test Methods (If Applicable):ASTM C-231, ASTM C-143, STM C-1064, ASTM C-31, ASTM C-172

(1-cc copy)
(1-cc copy)
1-cc Hinojosa Engineering
1-cc Valley Paving
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

CONCRETE COMPRESSION TEST REPORT

Project Description: Villa De Capri Subdv. (CAP)
Client: Hidalgo County Pct. #3 (CAP)
Engineer: Hinojosa Engineering
Contractor: Valley Paving

L&G Project Number: L37811
L&G Report Number: R015
Sample Date: 12/08/2008
Date Reported: 12/15/2008

Placement Location: Curb & Gutter 60' N. of Mile 3 on Royal Drive on West Curb
Mix ID: 3004 CRM
Supplier: Magic Valley Concrete
Specified Strength: 3,000 P.S.I. @ 28 days
Specified Slump: 3
Specified Air Content: N/A
Weather Conditions: Clear Sunny & Windy
Time Batched: 12:53 pm
Time Sampled: 1:45 pm
Plant Ticket No: 169168
Truck No: 0525
Water: 0 gal.

Slump: 1.0"
Air Content: 3.0%
Air Temp.: 85°f
Concrete Temp.: 79°f
CY: 10

Compressive Strength Data

Set No.	Identification	Test Date	Age (days)	Maximum Load (pounds)	Break Type	Comp. Strength (psi)	Average Strength (psi)	% of Design
2	A	12/15/2008	7	63,120	Type 6	2,230		74.33%
	B	12/15/2008	7	64,170	Type 6	2,270	2,250	75.67%



Remarks/Comments:
6 x 12 in. Cylinders

(1-cc copy)
(1-cc copy)
1-cc Hinojosa Engineering
1-cc Valley Paving
1-cc Laboratory

Respectfully Submitted,
L&G Engineering Laboratory

Ricardo A. Gil, Lab Manager

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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: Villa De Capri Subdv. (CAP)
Client: Hidalgo County Pct. #3 (CAP)
Engineer: Hinojosa Engineering
Contractor: Valley Paving

L&G Project Number: L37811
L&G Report Number: R016
Sample Date: 12/19/2008
Date Reported: 12/19/2008

Material Description Roadway Caliche
Required % Proctor 98 **Moisture Tolerance** 9.5

Proctor No	Optimum % Moisture	Opt. Density, LB/CF
C - #1	9.5	121.6

Test No.	Test Location	Proctor No	Moisture Content	Dry Density	Percent Compaction	Depth (inch)
1	Royal Ave. 235ft N of 3 Mi. Intersection 4ft N of C.L.	C - #1	12.7%	124.0 pcf	102.0% (Pass)	6"
2	Royal Ave. 90ft N of 3 Mi. Line 3ft E of C.L.	C - #1	11.4%	125.2 pcf	103.0% (Pass)	6"

Remarks: Test results are in general compliance with the project specifications except as noted.
Test Methods: ASTM D2922, D3017

(1-cc copy)
(1-cc copy)
1-cc Hinojosa Engineering
1-cc Valley Paving
1-cc Laboratory

Respectfully Submitted,
L&G Engineering Laboratory

Ricardo A. Gil, Lab Manager

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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

CONCRETE COMPRESSION TEST REPORT

Project Description: Villa De Capri Subdv. (CAP)
Client: Hidalgo County Pct. #3 (CAP)
Engineer: Hinojosa Engineering
Contractor: Valley Paving

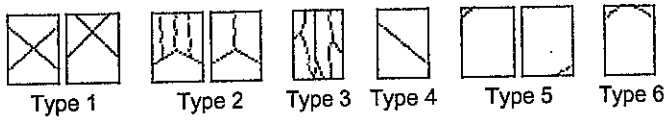
L&G Project Number: L37811
L&G Report Number: R015-28
Sample Date: 12/08/2008
Date Reported: 01/20/2009

Placement Location: Curb & Gutter 60' N. of Mile 3 on Royal Drive on West Curb
Mix ID: 3004 CRM Supplier: Magic Valley Concrete
Specified Strength: 3,000 P.S.I. @ 28 days
Specified Slump: 3
Specified Air Content: N/A
Weather Conditions: Clear Sunny & Windy
Time Batched: 12:53 pm Time Sampled: 1:45 pm
Plant Ticket No: 169168 Truck No: 0525
Water: 0 gal.

Slump: 1.0"
Air Content: 3.0%
Air Temp.: 85°f
Concrete Temp.: 79°f
CY: 10

Compressive Strength Data

Set No.	Identification	Test Date	Age (days)	Maximum Load (pounds)	Break Type	Comp. Strength (psi)	Average Strength (psi)	% of Design
2	A	12/15/2008	7	63,120	Type 6	2,230		74.33%
	B	12/15/2008	7	64,170	Type 6	2,270	2,250	75.67%
	C	01/05/2009	28	90,300	Type 5	3,190		106.33%
	D	01/05/2009	28	88,420	Type 4	3,130	3,160	104.33%



Remarks/Comments:
6 x 12 in. Cylinders

Orig: Hidalgo County Pct. #3 (CAP) (Mission, TX)
(1-cc copy)
1-cc Hinojosa Engineering
1-cc Valley Paving
1-cc Laboratory

Respectfully Submitted,
L&G Engineering Laboratory

Ricardo A. Gil, Lab Manager

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HINOJOSA ENGINEERING, INC.
STRUCTURAL ENGINEERING · CIVIL ENGINEERING
LAND SURVEYING
108 W. 18TH ST. MISSION, TEXAS 78572

TRANSMITTAL LETTER

PROJECT: VILLA CAPRI SUBDIVISION **PROJECT #**06-167.

DATE: 3-4-09

TO: BORDER COLONIAS

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 _____

COPIES	DATE	DESCRIPTION
1	3-4-09	FEBRUARY 2009 MONTHLY EMPLOYMENT UTILIZATION REPORT

REMARKS:

COPIES TO : FILE.

RECEIVED
MAR - 4 2009
Geraldine

HINOJOSA ENGINEERING, INC.
STRUCTURAL ENGINEERING • CIVIL ENGINEERING
LAND SURVEYING
108 W. 18TH ST. MISSION, TEXAS 78572

TRANSMITTAL LETTER

PROJECT: VILLA CAPRI SUBDIVISION **PROJECT #** 06-167
BARNEY GROVES SUBDIVISION. 06-355
DATE: 3/2/09

TO: BORDER COLONIA

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 (X) 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	3-2-09	ORIGINAL APPLICATION FOR PAYMENT #3 & FINAL FOR VILLA CAPRI SUBDIVISION.
1	3-2-09	ESTIMATE QUANTITY UPDATE WORKSHEET FOR BARNEY GROVES SUBDIVISION.

REMARKS:

COPIES TO : FILE

Esmeralda

Border Colonia Access Program
Checklist for Documents Required for Road Construction

Contractor: Valley Paving, Inc.
Contract Amount: $98,217.37
Project/Precinct: Villa Capri / Pct. 3
Owner's Contract No.: CAP-08-008-03-26

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	X	X	Need & already requested from Rosie 3/10/09 1:15pm
12	Partial Waiver of Liens (Sub-contractors/suppliers)	X	X	
13	TxDot Form 252 Contract Time Statement	X	X	
14	Payroll Report w/signed Wage Form	✓	✓	
15	Change Order (Requires TxDot Concurrence	✓	✓	See attachment
	[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-14300 **20.F.1.**

To award - Service & Maintenanace to the Adult Detention Electronics System Part 2

CC REGULAR

Date:	03/17/2009
Submitted By:	Elena Gomez, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Sheriff's Office

Information

CAPTION

Recommending award of bid and approval of contract to sole bidder (Montgomery Technology Systems, LLC) meeting specificaitions and/or requirements as attached hereto for "Hidalgo County Sheriff's Office (& Jail) - Service & Maintenance to the Adult Detention Electronic System Part 2" (Bid No. 2009-056-MEG)

BACKGROUND

Contract from March 17 2009 thru March 16, 2010, may be extended
On an "As Needed Basis"

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-423-21-280-002-0-432

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

BUDGETARY IMPACT:

Available balance as of 3-13-09 $23,413.10

Attachments

Link: Recommendation Letter/Tabulation Sheet/Participants

Link: Approved Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/11/2009 12:22 PM	APRV
2	Budget & Management	Veronica Lopez	03/11/2009 12:27 PM	APRV
3	Rey Salazar	Rey Salazar	03/12/2009 10:34 AM	APRV
4	Manuel Chapa	Manuel Chapa	03/13/2009 09:59 AM	APRV
5	Auditor's Office		03/13/2009 04:31 PM	NEW

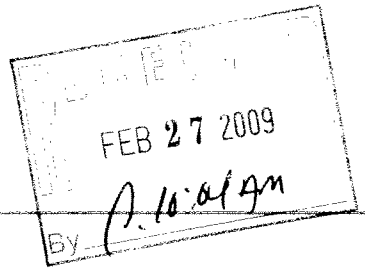
Form Started By: Elena Gomez Started On: 02/27/2009 08:44 AM

Final Approval Date: 03/13/2009

MEMORANDUM

TO: Guadalupe "Lupe" Trevino
Hidalgo County Sheriff's Office

ATTN: Juan Tapia, Procurement Specialist
Hidalgo County Sheriff's Office



FROM: Elena Gomez, Buyer
Hidalgo County Purchasing Department

DATE: February 25, 2009

RE: Request Recommendation for RFB 2009-056-02-25-MEG
"SERVICE & MAINTENANCE to the ADULT DETENTION ELECTRONICS SYSTEM PART 2""

We have received a sole response to the above mentioned project. Enclosed you will find a copy of the Quote tabulation sheet, and a Sealed Quote packet for your review and recommendation. We need to present your recommendation on the next Commissioner's Court Meeting; therefore, we would like to have your response on or before the following deadline.

Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Dept. **via fax to (956)-318-2629 or (956) 292-7612 by no later than Tuesday, March 10, 2009 @ 10:00 A.M. in order to place this item on the agenda for next Commissioners Court Meeting, Wednesday March 11, 2009.**

If you have any questions or require additional information please do not hesitate to contact me. Thank you.

☐ **DO** recommend accepting of response ☐ **DO NOT** recommend accepting of response

BUDGET ACCOUNT # 9-1100-423-21-280-002-0-432

Recommendations/Concerns: Award to sole Bidder.

Authorized Signature/ Printed Name: A. "Sonny" Martinez

Department: Sheriff's Office

Date: 2-26-09

HIDALGO COUNTY SHERIFF'S OFFICE COMPARISION SHEET	
BID OPENING DATE: February 25, 2009	**OPENING TIME: 9:30 A.M.**
DESCRIPTION OF BID: " SERVICE AND MAINTENANCE TO THE ADULT DETENTION ELECTRONICS SYSTEMS PART 2" "	
BID NO: RFB NO: 2009-056-02-25-MEG	

ITEM DESCRIPTIONS:	PARTICIPATES Montgomery Technology
1. HOURLY RATES:	
A. Normal Business Hours-Hourly Rates	
1). Technician hourly rate	$ 95.00/ hrly
2.) A.M./P.M. please fill in the time	7:30 a.m. to 4:30 p.m.
B. After Hours (Weekends & Holidays)	
1). Technician:	$ 150.00/ hrly
2.) A.M./P.M. please fill in the time	--------
C. Mark up Rates (% for parts)	50 %
2. WARRANTIES:	
A. Warranties for Parts:	One year from date shipped
B. Warranties for Services:	N/A
3. TROUBLE SHOOTING:	
A. Trouble Shooting (Phone) Fee Per Hour $	0.00
4. RESPONSE TIME	
A. REGULAR BASIS: (8A.M.-5P.M.)	48 hours
B. EMERGENCY BASIS:	24 hours
C. TRAVEL TIME FROM AREA: (HOW MANY TIMES WILL WE BE CHARGED TRAVEL EXPENSES UPON CALL)	24 hours
D. TRAVEL COST BY FEE ON THE HOURLY RATE	$ 200.00
5. ADDITIONAL FEES:	N/A

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

RFB-RFP-RFQ

BID OPENING DATE: February 25, 2009 **BID OPENING TIME:** 9:30 A.M.

DEPARTMENT/BID DESCRIPTION: HIDALGO COUNTY SHERIFF'S OFFICE- "SERVICE AND MAINTENANCE TO THE ADULT ELECTRONICS SYSTEM PART 2"

BID NO.: 2009-056-02-25-MEG

NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
1. Wunderlich-Maler **Attn: Keith Schanks**	Email	Elena Gomez	01/29/09	2855 Trinty Square Drive, Suite 100 Carrollton, Texas 75006 Ph 469-574-2500 Fax 469-574-2525 Keith.schanks@wmeng.com
2.ISI Detention Contracting **Attn: Shelby Hardin**	Email	Elena Gomez	01/29/09	12903 Delivery Dr. San Antonio,Tx 78247 210-798-2919 Fax 210-798-3919 shardin@isidet.com
3. Montgomery Technology Systems, Inc. **Attn: Patrick Skipper**/ Lydia Williams	Mail	Elena Gomez	01/29/09	800 East Commerce St Greenville, Alabama. 36037 Ph: 334-382-7441 Fax 334-382-9793 lydiaw@montgomerytechnology.com
4. R & S Corp. **Attn: Ryan Pinkstaff** Email to Amy Pinkstaff	Email	Elena Gomez	01/29/09	7021 Hwy 1 South Addis, La. 70710 Ph 225-749-8001 Fax 225-749-8085 arush@randscorp.com
5. Ventura Gonzalez **Attn: Ventura Gonzalez**	Email	Elena Gomez	01/29/09	4807 West Avenue Suite 202 San Antonio, Texas 78213 210-344-1885 ph 210-219-3769 cell ventura@transamerica-detention.com

6. E.R.C, Electronic Risks Consultants Inc. **Attn: Veronica Elizabelar**	ER	Elena Gomez	02/10/09	456 Route 22 West, Whitehouse Station New Jersey, 08889 Toll Free: (866)-372-7283 Fax: (908) 823 -1060 www.erc-corp.com
7. Center Digital **Attn: Melanie Samy**	ER	Elena Gomez	02/10/09	100 Blue Ravine Road Folsom, CA 95630 msamy@centerdigitalgov.com
8. Hertu **Attn: Hector Borrego**	IP	Elena Gomez	02/17/09	1708 Key Biscaque Weslaco, Texas 78539 956-463-0050 Hec 78539@yahoo.com

IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL (EM)
E-MAIL REQUEST (ER)

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-09-056-03-17

THIS CONTRACT is made and entered into this **17th** day of **March, 2009** by and between the **County of Hidalgo, Texas** ("County"), and **Montgomery Technology Systems, LLC** the ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Service/Maintenance** to the **Adult Detention Electronic System Part II"** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with Exhibit A-1, Request for Bids (RFB) Procurement Packet, 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 Commissioner's Court of County awarded the bid to Company.

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

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations at **Hidalgo County Sheriff's Office**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this

Contract, and shall be obligated to render and provide the services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Hidalgo County** or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. This Contract shall be for a period of **one (1) year (on an as needed basis),** commencing upon approval of Commissioner's Court and expiring on **March 16, 2010** and may be extended at the sole discretion of the County for an additional one (1) year term under the same rates, terms and conditions. County also reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged.

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:	Montgomery Technology Systems, LLC Attn: Patrick Skipper, Vice President 800 East Commerce Street Greenville, Alabama 36037

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

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

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

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

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

APPROVED AS TO FORM
Antonio Mendoza, Assistant District Attorney

By: Antonio Mendoza

COUNTY OF HIDALGO

ATTEST:

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

_____
Arturo Guajardo, Jr., County Clerk

COMPANY: _____

By:_____
Printed Name: _____
Title:_____

EXHIBIT "A-1"

REQUEST FOR BIDS (RFB) PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID CHECKLIST

HIDALGO COUNTY "SERVICE & MAINTENANCE to the ADULT DETENTION ELECTRONIC SYSTEM PART 2" Bid No: 2009-056-02-25-MEG

1. **Request for Bid Letter, consists of __1__page.**
2. **Request for Bid, Legal Notice, consisting of ___8___pages.**
3. **Exhibit "A" Specifications consisting of___4__pages.**
4. **Exhibit "B" Bid Page consisting of __2___ pages.**
5. **Exhibit "C" Insurance Requirements consisting of __4___pages.**
6. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consists of __1___ page.**
7. **Vendor/Bidder Application and W-9 form consisting of__6____ pages.**
8. **Draft Service Contract consisting of ___5___ pages.**
9. **Certification Regarding Debarment, consists of ___1____ page.**

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
Purchasing Agent

FEB 09 2009
Date

Adm. Bldg. ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

FEBRUARY 9, 2009

_____

_____

_____

_____

Re: **HIDALGO COUNTY SHERIFF'S OFFICE**
Request for Bids **SERVICE & MAINTENANCE to the ADULT DETENTION ELECTRONIC SYSTEM PART 2"**
Bid No: 2009-056-02-25-MEG

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

Enclosures

REQUEST FOR BIDS

HIDALGO COUNTY SHERIFF'S OFFICE
"SERVICE and MAINTENANCE to the ADULT DETENTION ELECTRONICS SYSTEM PART 2"

BID OPENING DATE:
FEBRUARY 25, 2009

Contact Person:

Martha L. Salazar, CPPB,Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Bus. Hwy. 281 - Administration Building
Edinburg, Texas 78539

1. Sealed bids will be received for **HIDALGO COUNTY SHERIFF'S OFFICE-"SERVICE AND MAINTENANCE TO THE ADULT DETENTION ELECTRONICS SYSTEM PART 2"** 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: 2009-056-02-25-MEG HIDALGO COUNTY SHERIFF'S OFFICE-"SERVICE & MAINTENANCE to the ADULT DETENTION ELECTRONICS SYSTEM PART 2"** and in County's Purchasing Department, Physical location: 2802 S. Business Highway 281 Postal/Mailing: 2812 S. Business Highway 281, New Administration Building, Edinburg, Texas, **on or before 9:30 A.M.,FEBRUARY 25, 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 RFB:2009-056-02-25-MEG HIDALGO COUNTY SHERIFF'S OFFICE-"SERVICE and MAINTENANCE to the ADULT DETENTION ELECTRONICS SYSTEM PART 2".** 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.

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 SHERIFF'S OFFICE-"SERVICE and MAINTENANCE to the ADULT DETENTION ELECTRONICS SYSTEM PART 2"** 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 Sheriff's Office
711 El Cibolo Road
Edinburg Texas 78539
ATTN.: Guadalupe Lupe Trevino
(956) 383-8114

17. **SCHEDULE OF EVENTS:**

Bid Opening, 9:30 AM	**FEBRUARY 25, 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 there under, 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 SHERIFF'S OFFICE
"SERVICE & MAINTENANCE to the ADULT DETENTION ELECTRONIC SYSTEM PART 2"
Bid No: 2009-056-02-25-MEG

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Highway 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 SHERIFF'S OFFICE
"SERVICE and MAINTENANCE to the ADULT DETENTION ELECTRONICS SYSTEM PART 2"

BID NO: 2009-056-02-25-MEG
BID OPENING DATE:
FEBRUARY 25, 2009

EXHIBIT "A"

HIDALGO COUNTY SHERIFF'S OFFICE
"SERVICE & MAINTENANCE to the ADULT DETENTION ELECTRONIC SYSTEM PART 2"
Bid No: 2009-056-02-25-MEG

SPECIFICATIONS

Project Overview:

The County of Hidalgo Sheriff's Office is seeking to contract with a qualified bidder to conduct **"SERVICE & MAINTENANCE to the ADULT DETENTION ELECTRONICS SYSTEM PART 2"** on an "As Needed Basis" including, but not limited to, the following:

Requirements/Specifications, Terms & Conditions

1. 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.

2. Vendors submitting bid must warranty all work performed.

3. Vendor shall have been in business (in this field) for a minimum of three (3) years

4. A list of a minimum of three (3) current references/contracts for any state, local political subdivision, private sector or any other law enforcement agency must be submitted with your bid. Information should include, but not limited to the following:

   A). Company
   B). Contact Person
   C). Phone Number
   D). Work Preformed
   E).Contract Term

5. All prices for inspections, repairs and maintenance shall include consideration for hourly rate plus parts percentage mark up (if applicable).

6. All billing invoices will be itemized (parts, labor, etc....)

7. Vendor submitting bid must use authorized service technicians for:

   A). Manufactured through Montgomery Technology Incorporated Hardware and software:

      1. System interface control panel boards
      2. Touch screen monitor systems
      3. Opening and/or closing jail door locking system
      4. Cameras and intercom systems programmable logic controllers

B). Vendor must be able to respond within reasonable time for onsite repairs.
C). Vendor must also be available for troubleshooting via telephone.

1. Respond time upon call on regular basis: _____ hours.
2. Respond time upon call on emergency basis: _____ hours.
3. Travel time from area: (How many times we will be charged travel Expenses upon call) _____.
4. What will be the travel cost by fee on hourly rate: _____?

8. Hidalgo County has the authority to utilize state awarded contracts from its membership with their existing or new cooperatives whenever it is in the county's best interest to do so.

9. Vendor must submit and maintain all proper insurances for the duration of contract term (refer to EXHIBIT C).

10. The term of the contract will be for one (1) year with the county's option to extend additional one (1) year under the same rates, terms and conditions.

11. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

12. Hidalgo County reserves the right to:
   A. Separate and accept, or eliminate any items(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;
   C. Award the bid to one bidder or to multiple bidders if the county determines it is in the best interest to do so.
   D. The contract shall remain in effect until contract expires, delivery/completion of services ordered or terminated by either party with a sixty (60) day written notice prior to any cancellation.

13. **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 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.
- 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.

- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.

- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.

- 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) **Timeframe 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.

Additional information

Hidalgo county is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha l. Salazar, CPPB, purchasing agent, postal/mailing: 2812 s. Business Highway 281, new administration building, Edinburg, Texas 78539 **Telephone inquiries will not be accepted.**

All written inquiries will be accepted via facsimile no later than, WEDNESDAY FEBRUARY 18, 2009, by 5:00 P.M. responses to said inquiries will be sent to all applications via facsimile by no later than, FRIDAY FEBRUARY 20, 2009, by 5:00 P.M.

EXHIBIT "B"

BID PAGE

HIDALGO COUNTY SHERIFF'S OFFICE
"SERVICE and MAINTENANCE to the ADULT DETENTION ELECTRONICS SYSTEM PART 2"

BID NO: 2009-056-02-25-MEG
BID OPENING DATE:
FEBRUARY 25, 2009

EXHIBIT "B"

HIDALGO COUNTY SHERIFF'S OFFICE
"SERVICE and MAINTENANCE to the ADULT DETENTION ELECTRONICS SYSTEMS PART 2"
RFB NO: 2009-056-02-25-MEG

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.

Repairs should be for an 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:

1. **ELECTRONIC SYSTEM**: Please specify what time fee starts for technician:

   A. Technician hourly rate _____ Normal business hours ____ A.M. to ____ P.M. **(please fill in time)**

   B. Technician hourly rate _____ after Hours, Weekends & Holidays ____A.M. to ____ P.M.

   C. Mark Up (%) rate for parts:_____

2. **WARRANTIES:** Please state all warranties:

   A. Warranties for Parts: _____

   B. Warranties for Services: _____

3. **TROUBLE SHOOTING:** Vendor must also be available for troubleshooting via telephone.

   A. Trouble Shooting (Phone) fee per hour $_____

4. **RESPONSE TIME:** Vendor must be able to respond within reasonable time for onsite repairs.

   A. Respond Time upon Call on Regular Basis: _____ Hours (8:00 a.m. – 5:00 p.m.)

   B. Respond Time upon Call on Emergency Basis: _____ Hours

   C. Travel Time from area: _____
   (How many times we will be charged travel expenses upon call)

   D. Travel fee on hourly rate: _____

5. **ADDITIONAL FEES:**

_____

_____

VENDOR / COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE NUMBER: _____

CELLULAR & PAGER NUMBERS: _____

FAX NUMBER: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

EMAIL ADDRESS: _____

TITLE: _____

DATE: _____

EXHIBIT "C"

INSURANCE REQUIREMENTS

HIDALGO COUNTY SHERIFF'S OFFICE
"SERVICE and MAINTENANCE to the ADULT DETENTION ELECTRONICS SYSTEM PART 2"

BID NO: 2009-056-02-25-MEG
BID OPENING DATE:
FEBRUARY 25, 2009

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 shall name Hidalgo County as additional insured and must 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 10/01/08

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

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.

INS. RED

INSURERS AFFORDING COVERAGE

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	**GENERAL LIABILITY** COMMERCIAL GENERAL LIABILITY CLAIMS MADE OCCUR OWNER'S & CONT PROT OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PROJECT LOC				EACH OCCURRENCE $ FIRE DAMAGE (Any one fire) $ MED EXP (Any one person) $ PERSONAL & ADV INJURY $ GENERAL AGGREGATE $ PRODUCTS - COMP/OP AGG $
B	**AUTOMOBILE LIABILITY** ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) $ BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $
	GARAGE LIABILITY ANY AUTO				AUTO ONLY-EA ACCIDENT $ OTHER THAN AUTO ONLY: EA ACC $ AGG $
C	**EXCESS LIABILITY** OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE $ AGGREGATE $ $ $
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- TORY LIMITS OTHER E.L. EACH ACCIDENT $ E.L. DISEASE - EA EMPLOYEE $ E.L. DISEASE - POLICY LIMIT $
	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.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY 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

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"

CIQ FORM

HIDALGO COUNTY SHERIFF'S OFFICE
"SERVICE and MAINTENANCE to the ADULT DETENTION ELECTRONICS SYSTEM PART 2"

BID NO: 2009-056-02-25-MEG
BID OPENING DATE:
FEBRUARY 25, 2009

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

Adopted 06/29/2007

BIDDER/VENDOR APPLICATION AND W-9

HIDALGO COUNTY SHERIFF'S OFFICE
"SERVICE and MAINTENANCE to the ADULT DETENTION ELECTRONICS SYSTEM PART 2"

BID NO: 2009-056-02-25-MEG
BID OPENING DATE:
FEBRUARY 25, 2009

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 [2]

[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.

EXHIBIT "A"
SPECIFICATIONS

EXHIBIT "A"

HIDALGO COUNTY SHERIFF'S OFFICE
"SERVICE & MAINTENANCE to the
ADULT DETENTION ELECTRONIC SYSTEM PART 2"
Bid No: 2009-056-02-25-MEG

SPECIFICATIONS

Project Overview:

The County of Hidalgo Sheriff's Office is seeking to contract with a qualified bidder to conduct **"SERVICE & MAINTENANCE to the ADULT DETENTION ELECTRONICS SYSTEM PART 2"** on an "As Needed Basis" including, but not limited to, the following:

Requirements/Specifications, Terms & Conditions

1. 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.

2. Vendors submitting bid must warranty all work performed.

3. Vendor shall have been in business (in this field) for a minimum of three (3) years

4. A list of a minimum of three (3) current references/contracts for any state, local political subdivision, private sector or any other law enforcement agency must be submitted with your bid. Information should include, but not limited to the following:

   A). Company
   B). Contact Person
   C). Phone Number
   D). Work Preformed
   E).Contract Term

5. All prices for inspections, repairs and maintenance shall include consideration for hourly rate plus parts percentage mark up (if applicable).

6. All billing invoices will be itemized (parts, labor, etc....)

7. Vendor submitting bid must use authorized service technicians for:

   A). Manufactured through Montgomery Technology Incorporated Hardware and software:

      1. System interface control panel boards
      2. Touch screen monitor systems
      3. Opening and/or closing jail door locking system
      4. Cameras and intercom systems programmable logic controllers

B). Vendor must be able to respond within reasonable time for onsite repairs.
C). Vendor must also be available for troubleshooting via telephone.

1. Respond time upon call on regular basis: _____ hours.
2. Respond time upon call on emergency basis: _____ hours.
3. Travel time from area: (How many times we will be charged travel Expenses upon call) _____.
4. What will be the travel cost by fee on hourly rate: _____?

8. Hidalgo County has the authority to utilize state awarded contracts from its membership with their existing or new cooperatives whenever it is in the county's best interest to do so.

9. Vendor must submit and maintain all proper insurances for the duration of contract term (refer to EXHIBIT C).

10. The term of the contract will be for one (1) year with the county's option to extend additional one (1) year under the same rates, terms and conditions.

11. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

12. Hidalgo County reserves the right to:
A. Separate and accept, or eliminate any items(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;
C. Award the bid to one bidder or to multiple bidders if the county determines it is in the best interest to do so.
D. The contract shall remain in effect until contract expires, delivery/completion of services ordered or terminated by either party with a sixty (60) day written notice prior to any cancellation.

13. **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 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.
- 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.

- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.

- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.

- 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) **Timeframe 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.

Additional information

Hidalgo county is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha l. Salazar, CPPB, purchasing agent, postal/mailing: 2812 s. Business Highway 281, new administration building, Edinburg, Texas 78539 **Telephone inquiries will not be accepted.**

All written inquiries will be accepted via facsimile no later than, WEDNESDAY FEBRUARY 18, 2009, by 5:00 P.M. responses to said inquiries will be sent to all applications via facsimile by no later than, FRIDAY FEBRUARY 20, 2009, by 5:00 P.M.

EXHIBIT "B"
VENDOR'S BID

EXHIBIT "B"

HIDALGO COUNTY SHERIFF'S OFFICE "SERVICE and MAINTENANCE to the ADULT DETENTION ELECTRONICS SYSTEMS PART 2" RFB NO: 2009-056-02-25-MEG

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.

Repairs should be for an 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:

1. **ELECTRONIC SYSTEM**: Please specify what time fee starts for technician:
   - A. Technician hourly rate $95/hr Normal business hours 7:30 A.M. to 4:30 P.M. **(please fill in time)**
   - B. Technician hourly rate $150/hr after Hours, Weekends & Holidays ____ A.M. to ____ P.M.
   - C. Mark Up (%) rate for parts: 50%
2. **WARRANTIES:** Please state all warranties:
   - A. Warranties for Parts: One year from date shipped
   - B. Warranties for Services: N/A
3. **TROUBLE SHOOTING:** Vendor must also be available for troubleshooting via telephone.
   - A. Trouble Shooting (Phone) fee per hour $ 0.00
4. **RESPONSE TIME:** Vendor must be able to respond within reasonable time for onsite repairs.
   - A. Respond Time upon Call on Regular Basis: 48 hours Hours (8:00 a.m. – 5:00 p.m.)
   - B. Respond Time upon Call on Emergency Basis: 24 hours Hours
   - C. Travel Time from area: 24 hours
     (How many times we will be charged travel expenses upon call)
   - D. Travel fee on hourly rate: $200/day
5. **ADDITIONAL FEES:**

VENDOR / COMPANY NAME: Montgomery Technology Systems

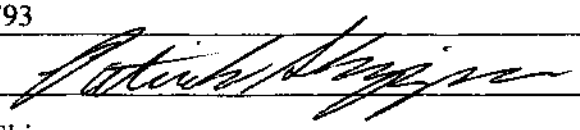
ADDRESS: 800 East Commerce Street

CITY/STATE/ZIP CODE: Greenville, AL 36037

PHONE NUMBER: 334.382.7441

CELLULAR & PAGER NUMBERS:

FAX NUMBER: 334.382.9793

AUTHORIZED SIGNATURE: 

PRINTED NAME: Patrick Skipper

EMAIL ADDRESS: patrick@montgomerytechnology.com

TITLE: Vice President

DATE: February 16, 2009

EXHIBIT "C"
INSURANCE REQUIREMENTS

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID EN MONTT-2 | DATE (MM/DD/YYYY) 01/23/09

PRODUCER
Thompson Insurance, Inc.
3300 Gatsby Lane (36106)
P.O. Box 11408
Montgomery AL 36111-0408
Phone: 334-277-8970 Fax: 334-271-0491

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
Montgomery Technology Systems, LLC
800 E Commerce St
Greenville AL 36037

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Burlington Insurance Company	
INSURER B:	Sentry Insurance	
INSURER C	RSUI Indemnity Company	
INSURER D:	Cincinnati Insurance Company	10677
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	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	HGL0019236	07/03/08	07/03/09	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 $ 1,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
D D		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	CAA5890283 CAA5890283	01/01/09 01/01/09	01/01/10 01/01/10	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	$ $ $
C		EXCESS/UMBRELLA LIABILITY [X] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $	NHA045164	07/03/08	07/03/09	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000 $ $ $
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	90-54163-01	01/01/09	01/01/10	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1000000 $ 1000000 $ 1000000
		OTHER					

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

CERTIFICATE HOLDER

HIC01ED

Hidalgo County Sheriff Office
711 E. El Cibolo Road

Edinburg TX 78540

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Robert W Gunkus

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AI-14515 **20.F.2.**

Sheriff's Office -Professional Engineering Consulting Services for Design of New Comm. Sys. -Approval of Requirements and Auth to Advertise

CC REGULAR

Date:	03/17/2009
Submitted By:	Moises Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Sheriff's Office

Information

CAPTION

Requesting authority to advertise and approval of draft qualifications, requirements, scope of services, and other factors for a Request for Qualifications (inasmuch as Sheriff Office is requiring an Engineer for the design and evaluation purposes) for: "Sheriff's Office -Professional Engineering Consulting Services for the Design of New Communications System-Project # 09-112.

BACKGROUND

Proposed procurement schedule:

1st Advertisement 03-21-09
2nd Advertisement 03-28-09

Responses due date: 04-15-09

Fiscal Impact

FISCAL YEAR: 2009
ACCT. #: 9-1100-421-00-280-001-0-311
FUNDS AVAILABLE Y/N?: Y
MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

$50,000 available balance as of 03/13/09 to be augmented from internal budgets.

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

BUDGETARY IMPACT:

Attachments

Link: Requirements

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/13/2009 11:17 AM	APRV

2	Budget & Management	Veronica Lopez	03/13/2009 01:09 PM	APRV
3	Rey Salazar	Rey Salazar	03/13/2009 03:07 PM	APRV
4	Auditor's Office		03/13/2009 04:31 PM	NEW

Form Started By: Moises Salazar Started On: 03/11/2009 03:54 PM

Final Approval Date: 03/13/2009

EXHIBIT A

REQUIREMENTS

HIDALGO COUNTY SHERIFF'S OFFICE

REQUEST FOR QUALIFICATIONS

PROFESSIONAL CONSULTANT (ENGINEER) FOR DESIGN OF NEW COMMUNICATIONS SYSTEM

2009-122-04-15-MSS

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas registered Professional firms in order to establish a contract of said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the contract will be upon satisfactory completion of all project requirements. The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of **Hidalgo County Sheriff's Office "Professional Consultant (Engineer) for Design of New Communications System" -Request For Qualifications** as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, April 15, 2009. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

Deliver Submittal to:
RFQ Number: 2009-122-04-15-MSS

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 RFQ Number, Name And Opening Date.

The following outlines the Request For Qualifications:

SECTION I -GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that statements of qualifications be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

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, April 8, 2009 at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, April 10, 2009. **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 of 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 of 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 Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage 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, TX 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:
Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit D) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or that the Respondent 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 RFQ's:
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 vendor's ability.

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

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the submitter to review the Request for Qualifications (RFQ) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or request for qualifications procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

RFQ DELIVERY:
Hidalgo County requires submitters, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFQ off.

SIGNING OF QUALIFICATIONS:
In order to be considered, all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

DAVIS BACON ACT:
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing project specifications.

SECTION II -RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS:
The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ. A total of **one (1) original, seven (7) copies** of the RFQ shall be submitted to the address on the cover letter.

I. ACRONYM AND TERM GLOSSARY

Unless otherwise noted, the terms below may be upper or lower case. Acronyms will always be uppercase.

Agency	Shall refer to the Hidalgo County Sheriff's Office
APCO	Shall refer to the Association of Public Safety Communications Officials
RFB	Request for Bids
Bid	Shall mean the response to a request for bids by a participating vendor
Bidder	Shall mean the specific person or entity responding to a request for bid
RFP	Request for Proposal
Request for Proposal	Shall mean this document, which is the County of Hidalgo's request for contractors' proposal to provide the services being solicited herein. Also referred herein as RFP
Proposal	Shall mean response to a request for proposals.
Proposer	Shall mean the specific person or entity responding to a request for proposals
RFQ	Request for Qualifications
SOQ	Statements of Qualifications is a response to an RFQ
PO	Shall refer to Purchase Order(s)
ESC	Shall refer to Evaluation Selection Committee
Contractor	When capitalized, shall refer to the selected respondent to this RFQ that is awarded a contract.
County	When capitalized, shall refer to the County of Hidalgo
DAQ	Refers to Digital Audio Quality
HCSOCS	Refers to Hidalgo County Sheriff's Office Communications System
EOC	Refers to Emergency Operations Center
EPA	United States Environmental Protection Agency
FCC	Refers to Federal Communications Commission
Federal	Refers to United States Federal Government, its departments and/or agencies
F.O.B	Shall mean without charge for delivery to destination and placing on board a carrier at a specified point (Free On Board)
GPS	Refers to Global Positioning System
LMR	Refers to Land Mobile Radio
MSC	Refers to Master Site Controller
NPSPAC	Refers to National Public Safety Planning Advisory Committee
RF	Refers to Radio frequency
State	Refers to State of Texas, its departments and/or agencies
UCM	Refers to Universal Configuration Manager
UHF	Refers to Ultra high frequency
VHF	Refers to Very high frequency

II. STATEMENT OF WORK

A. INTENT

The intent of these requirements, terms and conditions described in this Request for Qualifications (RFQ) is to award a contract to a selected and qualified firm who is experienced and qualified in radio system design and implementation. The Hidalgo County Sheriff's Office is in the process of building a P25 compliant communications system. The system will be owned and operated by the Hidalgo County Sheriff's Office (HCSO) and named the Hidalgo County Sheriff's Office Communications System (HCSOCS). The Hidalgo County Purchasing Department (County) is issuing this RFQ on behalf of the HCSOCS. The Hidalgo County Purchasing Department will be the issuing authority for any contract awarded as a result of this RFQ. The selected firm will work for the HCSOCS.

This RFQ is divided into three (3) specific sections. Vendor's Statements of Qualifications (SOQ) must encompass all Sections, including but not limited to: phases, tasks, and activities associated with the sections required of the selected design consultant for this project.

B. BACKGROUND

The Hidalgo County Sheriff's Office Communications System (HCSOCS) is a planned P25 digital trunked radio system to be implemented for the Hidalgo County Sheriff's Office and to be used by the Sheriff's Office and any other Hidalgo County public safety, public service agencies and special districts that may be interested in participating in this project subject to budgetary allotment and/or restraints.

The design will be based on recommendations produced and presented by the awarded vendor based on the requested feasibility study defined in Phase I and a need assessment analysis defined in Phase II of this RFQ.

SCOPE

The scope of work is divided into six (5) phases that identify the scope of work.

Section 1:

Conduct a feasibility study to determine the best frequency spectrum for the Sheriff's Office current and future needs with regards to voice, data and graphic transmissions as detailed in Phase I.

Conduct a needs analysis for a digital P 25 trunking communications system based on the recommended frequency spectrum determination made under Phase I. Based on the needs analysis, Design a system and determine the

number of sites needed, type of equipment, location of equipment, type of system controller(s) and connectivity of the system. The scope of work to complete this section is included and detailed under Phases II & III.

Section 2:

Develop bid specifications for the build out of the system to be used in the development of a formal Request for Proposal (RFP). Work with the HCSOCS to select a vendor to complete the build out of the system. The scope of work to complete this section is included and detailed under Phase III, IV and V.

Section 3:

Provide project management services for the HCSOCS to oversee the build out and acceptance of the final phases of the system. The scope of work to complete this section is included and detailed under Phase VI.

C. REQUIRED QUALIFICATIONS

Vendor minimum qualifications must include but are not limited to the following:

1. Vendor shall be regularly and continuously engaged in the business of providing radio system design and implementation services for at least 10 years.

2. Vendor must possess all permits, licenses and professional credentials necessary to perform services as specified under this RFP

3. Vendor's firm should employ individuals with a Bachelor's degree in Electrical Engineering or related field with extensive experience in the installation and management of APCO Project 25 trunked radio systems. In addition, vendor(s) should have ten (10) years experience in general RF engineering of VHF and UHF conventional systems including mobile data systems.

4. Vendor(s) should be knowledgeable in FCC regulatory issues, FCC licensing, and be familiar with, and preferably have worked with, the Regional NPSPAC and 700 MHz committees.

5. Vendor(s) should have experience in digital microwave design and installation. Experience with communication center equipment is also preferred.

6. Vendor(s) should have experience with rural and urban in-building RF system design and implementation including coverage testing procedures of these systems.

7. Vendor(s) should possess a general knowledge of construction methods including portable and fixed communication shelters and communication towers. Experience with control and monitoring systems is also preferred.

E. Vendor(s) will have to provide detailed information on how they will provide personnel on a needed basis that will be available to work with the project team, attend meetings, and visit sites on short notice.

F. SPECIFIC REQUIREMENTS, DELIVERABLES & REPORTS.

1. **Phase I** – Feasibility Analysis

Contractor shall make a determination as to which spectrum would be the most advantageous for the Hidalgo County Sheriff office taking into account current and future needs.

a. **Task 1** – Conduct a thorough study of all available public safety spectrums in the region to include but not limited to 700MHz, 800MHz, VHF and UHF frequencies taking into account the current state of affairs brought about with the FCC introduction of the 700 MHz for public safety use, and the re-banding of the 800 MHz frequencies. Factors such as availability of frequencies, delays in licensing of frequencies, and international treaties with regards to spectrum sharing should be taken into account when formulating recommendations.

b. **Task 2** – Conduct a thorough review of the local region with regards to type of frequencies, equipment, and type of systems currently used by other local state and federal public safety agencies in the region. Factors to be reviewed include but are not limited to current federal and state requirements with regards to communication interoperability as required now the near and extended future because formulated by the Federal government with regards to current and future grant funding.

c. **Task 3-** Review and evaluate the data gathered in tasks a and b to prepare a written recommendation with options to the Sheriff's Office as to the spectrum most advantages for the communications needs of the Sheriff's Office detailing pros and cons for each option and or recommendation. Factors to be included but not limited to are: interoperability issues, availability of frequencies, RF interference, clarity of transmissions, land area coverage in both rural and urban areas, current equipment utilized by the Sheriff's Office and safety issues.

2. **Phase II** – Needs Analysis

Based on options and recommendations presented to and approved by the Sheriff's Office, Contractor shall meet with HCSOCS staff and radio communications staff and make recommendations for the build out of the system based upon the any available documentation review and previous engineering work performed.

a. **Task 1** - Conduct Project Kickoff Meeting and Project Planning: The Contractor shall conduct a Project kickoff meeting, designed for both the HCSOCS or their designee(s) and the Contractor's project manager to establish mutual acquaintance, clarify roles and reach a mutual understanding of the future vision and plans for the communications system.

b. **Task 2** - Evaluation of Existing Systems: The goal of this activity is to have the Contractor become familiar with existing wireless infrastructure throughout the required service area. The Contractor shall perform this overview and evaluation by:

1) Identifying the various systems, their size and characteristics

2) Comparing proposed coverage of the HCSOCS with any existing coverage maps and make recommendations based upon this comparison

3) Determining the degree to which the existing communications systems, equipment, and facilities can be used as part of a new P25 trunked communications infrastructure

4) Evaluating LMR equipment purchased under the Homeland Security Grants to determine if/how it can be upgraded to P25 Phase II technology

This evaluation shall form the basis of the overall recommendations, because the information collected will define the agency's communications needs.

c. **Task 3** - Review Radio System Documentation & FCC Licenses:

1) The Contractor shall review all relevant documentation describing the existing radio networks made available in this activity.

2) Contractor shall develop a thorough understanding of integration and operational requirements, and identify all

ancillary systems that might be reused as part of any new system.

3) In addition, the Contractor shall review the existing licenses and identify any outstanding regulatory issues that will significantly impact the planned project.

4) The Contractor is encouraged to determine if further stakeholder interviews are required and to review and study ant proposed 700 MHz Region 53 Plan.

d. **Task 4** - Survey Existing Communication Facilities for Suitability: The HCSOCS desires to leverage existing facilities that support the radio communication equipment (shelters, towers, power systems, etc) to the extent possible.

1) The Contractor shall become familiar with all the Public Safety Answering Point Center(s) and the four (4) tower radio sites Currently in Use by the Sheriff's Office to ascertain the age, condition and improvement requirements of these facilities, and estimate upgrade costs to replace or integrate such sites into the HCSOCS.

2) The Contractor shall become familiar with, and make recommendations regarding the following issues as well as other relevant issues that emerge during the work:

a) Location of existing equipment buildings, antenna support structures and towers;

b) Condition and service history of existing equipment and facilities;

c) Determine what agreements are necessary to allow for the use of existing buildings, antenna support structures and other necessary infrastructure;

d) Determine if there are lease, acquisition or use fees associated with the above agreements;

e) Potential sites for any new radio equipment or systems required; and

f) Interagency communications and communication links.

The Contractor shall also work closely with the Agency and/or HCSOCS technical representatives to identify any issues affecting the modification and continued use of these sites.

3. **PHASE III** – Design Criteria & Analysis of a Proposed System Design:

The goal of this task is to arrive at a jointly developed, preliminary plan for wireless voice, data and supporting interconnection systems considering the existing design and/or alternative recommendations.

a. **Task 1** - Design Criteria.
The Contractor shall define the system design based upon design criteria to include but not limited to the following:

1) 95% area reliability from a portable on the hip, in building, Talk-in and Talk-out, in a swivel case, providing a Delivered Audio Quality (DAQ) level of 3.0, which corresponds to a Cf/I+N of 16.5dB, and 2.6% BER for the digital system.

2) 97% area reliability from a mobile, Talk-in and Talk-out, providing a Delivered Audio Quality (DAQ) level of 3.0, which corresponds to a Cf/I+N of 16.5dB, and 2.6% BER for the digital system.

3) Microwave path and end-to-end performance

4) System growth and expansion

5) System availability

6) System redundancy

7) System backup power

8) Preventive maintenance

9) Voice channel loading analysis to determine the optimum number of channels required that can provide an acceptable grade of service

b. **Task 2** - Identify Technology and Regulatory Issues:
The Contractor shall develop options for a future radio system; in particular, the Contractor shall explore the following possible technology variations as required:

1) Narrowband versus wideband channels

2) Multi-site (i.e., zoned) and simulcast transmission; satellite receivers

3) Incorporation of a possible hybrid system including 800/700 MHz in the urban areas and VHF in the rural and hard to cover areas

4) The Contractor shall also consider the following regulatory issues when developing various options:

   a) The likely availability of licensable channels in the 700 MHz and 800 MHz bands within the region

   b) The effect of the FCC's 800 MHz Re-banding initiative

   c) Update and status of Region 53 activities for 700 MHz and 800 MHz NPSPAC

c. **Task 3** - Present System Design Options:

Activity 3.1 - Field Radio Coverage Testing

1) The Contractor shall review existing documents and recommend an alternative test plan for in-building coverage upon completion of cells in addition to performing any field coverage measurements in representative areas to characterize the radio environment specific to the Agency.

2) The Contractor shall utilize calibrated GPS-enabled equipment for detailed measurements. Multiple sites shall be tested in order to characterize the coverage in different areas. A report shall be issued for review by the HCSOCS or its designee. This report shall include maps of measured signal strengths

3) Deliverable: Field Coverage Test Results

Activity 3.2 - Radio Coverage Prediction Studies

1) The Contractor shall develop computer-generated prediction maps estimating the radio coverage to establish a coverage baseline as well as validate any coverage deficiencies claims reported by users during the survey. The coverage baseline is important to ensure any new system configuration (changes in antenna systems, orientation or height on the tower, and technology, etc) provides coverage in important areas. Coverage verification shall identify critical coverage areas where additional focus will be needed in future design tasks and for system cost considerations. Each participating agency's coverage will need to be identified as well as the over-arching HCSOCS system coverage on prediction maps.

2) The Contractor shall develop computer-generated maps for the prediction of radio coverage from actual or potential transmit/receiver sites, as necessary to verify propagation coverage and to plan improved coverage.

3) The Contractor shall have complete in-house capability for propagation studies, with all propagation models commonly used in the industry. Each radio site shall be evaluated independently and in combination with other sites (wide-area study).

Activity 3.3 - Develop Site Interconnection Plan

1) Based upon information gathered from previous tasks, the Contractor shall establish an interconnectivity plan among the various sites in the network.

2) Contractor shall consider microwave radio, fiber or other reliable connectivity method. If microwave is considered, the Contractor shall perform an initial path feasibility assessment using automated in-house modeling tools and a high-resolution terrain database to establish workable point-to-point path profiles.

Activity 3.4 - Preliminary Facilities Requirements for Existing and New Sites

1) Based upon site survey data collected in previous tasks, the Contractor shall detail and recommend specific site improvements or new site facilities development (tower, shelters, generators, etc) to accommodate the site plan.

Activity 3.5 - Provide Functional Diagrams

1) The Contractor shall provide functional system diagrams based upon the possible system solutions. The diagrams shall indicate radio sites, facilities, functional utilization and connectivity. These diagrams shall be developed in AutoCAD or Visio and provided in Adobe PDF format.

d. **Task 4** - Preliminary System and Site Recommendations
Contractor shall work closely with the HCSOCS to select or recommend one of the various system options developed in the earlier task. Contractor shall describe how the selected option satisfies the prioritized list of needs, requirements and applications for voice and data communications established in Phase II.

The deliverable for this task shall be a high-level, executive summary document and presentation, which addresses all aspects of the selected option in a concise manner.

Contractor shall develop and present the recommended option to the HCSOCS project team and Commissioner's Court if necessary. The presentation shall be supported with system diagrams, a brief implementation schedule and an overview of a phased migration plan.

Activity 4.1 - Develop a Phased Migration Plan

1) Contractor shall provide a more detailed and complete migration plan for the selected option. The transition plan shall include critical aspects of facilities development, such as system installation, implementation, deployment, activation, and testing the new system with no loss of essential services, and with minimum impact on daily operations. The migration plan may include provisions for the vendor's training of system administrators, users, dispatch workstation operators, and maintenance personnel.

Activity 4.2 - Develop Phased Implementation Schedule

1) The Contractor shall provide a phased implementation schedule. The schedule shall include, as required, critical aspects of the project such as the following:

   a) Applicable RFB or RFP specifications
   b) Radio Site Development
   c) Dispatch Center Development
   d) Procurement
   e) Negotiations
   f) Deployment
   g) Training
   h) Acceptance Testing
   i) Acceptance

Activity 4.3 - Develop Detailed Costs

A range cost shall be provided in which the system costs can be itemized down to the radio site and subsystem levels. These costs shall include equipment and services as well as expected maintenance and operational expenses.

1) The itemized system costs shall be broken down by site as follows:

   a) Antenna systems
   b) Microwave costs, if any
   c) Repeaters
   d) Network equipment
   e) Towers
   f) Shelters

g) Generators and battery plants
h) Expected maintenance costs
i) Lease costs, if any

2) In addition, Contractor shall provide the following:

a) Expected life cycle and replacement costs

b) Recommended subscriber fees based upon, but not limited to

- Cost of the system
- Number of subscribers
- Life cycle replacement cost of the proposed system

c) Recommendations for alternative funding options

e. **Task 5** - Final Recommendations

The goal of this Task is to finalize the Preliminary Proposed System and Site Recommendations Report.

1) This report shall take into account any system design changes or modifications requested by the HCSOCS or as suggested by the migration or implementation plans, or the detailed cost estimates.

2) The Contractor shall identify and discuss any significant political and subjective considerations associated with the recommendations.

3) The Final Recommendations shall include specific implementation milestones and provide for near-term and long-term steps.

4) Contractor shall develop and present the final recommendations to the HCSOCS project team.

3. **PHASE IV** – Specification Writing & Procurement Support

During this phase, the agreed upon procurement documents shall be developed. These documents define the equipment to be procured (technical specifications) and the procurement process and conditions (Request for Proposal or Bids, instructions and conditions as applicable). These documents shall clearly define the equipment requirements/specifications and the content of the procurement packet, so that the responses received are cost competitive, technically acceptable, and support a thorough and balanced evaluation process.

The Contractor shall provide the Technical Specifications for the procurement of the selected radio equipment.

a. **Task 1** - Conduct Project Management and Direction Meeting

1) The Contractor shall meet with the HCSOCS project team and Purchasing Department to discuss the following:

a) Technology and frequency plan (includes current technologies, frequency bands and interoperability issues)
b) Procurement plan for new communications equipment (sole source versus- RFP competitive bid, etc)

c) Contractor's scope as it relates to Plan (may adjust scope and professional fees as needed)

d) Contractor's project implementation schedule and plan

e) Contractor's overall project implementation schedule and plan

b. **Task 2** - Develop Technical Specifications

1) Using the Radio System Design Plan developed in Phase III, the Contractor shall develop the Technical Specification that includes the following major components:

a) Detailed Design Plan

b) Technical specifications for equipment components

c) Installation standards

d) Acceptance test criteria for both equipment and coverage effectiveness

e) Proposal evaluation criteria

f) Other necessary commercial sections

g) Transition plan

h) Channel (or frequency) assignment or an assessment of the number of channels (or frequency) each participating agency will have access to for use

Activity 2.1 - Prepare a Technical Specification and Procurement Documents

1) Contractor shall develop Technical Specifications which are functional and performance based rather than dictate a specific system design approach.

2) The document shall define the functions that need to be supported, the services required, and the performance that must be achieved.

3) The functional and performance requirements documented in the Technical Specifications shall be sufficiently detailed to emphasize clearly and thoroughly the requirements to be met.

4) The document shall include specifications for radio, data and connectivity hardware, dispatch workstations, software, antenna systems, network and multiplex hardware, backup power systems (batteries and generators), towers, and equipment shelters.

These specifications shall:

a) Focus on system and facility functional requirements and performance
b) Include the functional requirements of radio users
c) Provide for system scalability and integration through standard interfaces
d) Require a package-oriented approach for future growth
e) Detail system reliability, service, and support requirements
f) Emphasize backward compatibility with existing systems
g) Include radio console (workstation) and interface requirements to external systems
h) Maximize consolidation benefits and synergy whenever possible
i) Include legacy system compatibility whenever possible (maximize existing assets and services)
j) Provide for technical and operational training, including related training documentation and methodology
k) Provide guidelines for equipment and coverage acceptance test procedures
l) Provide support and ongoing maintenance requirements for both hardware and software
m) Validate that vendors have the adequate product, scope, and experience to meet the HCSOCS system demands
n) Position the HCSOCS and Purchasing Department for a flexible, competitive RFP document and acquisition process

5) The Contractor shall specify the requirements for standard towers and pre-manufactured shelters where required. However, if custom

and more permanent structures are required (such as concrete foundation and cinderblock, or similar), the HCSOCS and Purchasing Department will work with the Contractor to identify an architect and registered civil engineer to complete the required portions of this work. Such work is outside the scope of this task and shall be negotiated separately with the Contractor.

Activity 2.2 - Develop Proposal Evaluation Criteria

The Contractor shall develop the proposal evaluation criteria and suggested weighting for evaluation of vendor proposals.

Activity 2.3 - Support for Commercial Sections of RFQ

The Contractor shall review and provide the following other important procurement documents:

1) Review HCSOCS and Purchasing Department Commercial documents: The Contractor shall review the documents and suggest changes and/or additions that the Contractor's experience has shown to be useful in procurements of this type

Activity 2.4 - Develop Financing Options:

1) The Contractor shall develop possible financing options for the purchase of infrastructure and subscriber use.

Activity 2.5 - Develop Milestone Payment Schedule:

1) The Contractor shall develop and submit a recommended milestone payment schedule for vendor payments during project implementation. It is important that the milestones be clear and measurable, while encouraging meaningful progress by the vendor(s).

Activity 2.6 - Develop System Submittal Requirements:

1) Contractor shall develop and submit a list of relevant information that each bidder/vendor must include in its response to allow a thorough evaluation of each submittal. The list shall include a detailed list of questions that the participating vendor must answer regarding the proposed system.

2) A draft of Technical Specifications and commercial section inserts shall be issued by the Contractor to the HCSOCS project team and Purchasing Department for review and validation. Following internal review, the Contractor shall meet with the HCSOCS project

team and Purchasing Department to clarify any questions and document any changes required.

c. **Task 3** - Produce Technical Specifications Document - Final

1) Contractor shall revise and update the draft Technical Specifications and issue the final document in electronic form to the HCSOCS and Purchasing Department for distribution to potential system providers or integrators. The Hidalgo County Purchasing Department shall prepare the final commercial and procurement documents

4. **PHASE V** – System Procurement Assistance

During this phase, the Contractor shall be available to support the HCSOCS and Purchasing Department in the evaluation of responses from the Bidders. The Contractor's primary goal is to provide services to augment the HCSOCS and Purchasing Department planning and execution of the radio equipment purchase.

The Contractor shall have extensive experience in reviewing vendor responses, identifying critical issues, concerns, and discrepancies; inquiring about alternative solutions based upon the vendor's equipment platform; and judging the validity of the costs.

The following describes the anticipated procurement process and assistance anticipated or required from consultant and the roles of the HCSOCS, Purchasing Department and the Contractor

a. **Task I** - Attend Pre-Proposal Meeting(s) and Site Visits
Contractor shall attend the pre-bid or proposal conference(s), prepare meeting minutes in the format of an Addendum to the RFP or RFB, and assist the HCSOCS and Purchasing Department during site visitations. The Contractor shall provide one project team member for site visits.

b. **Task 2** - Responses to project Questions
Contractor shall act as technical counsel to the HCSOCS and Purchasing Department and assist with preparation of technical addendums and responses to vendor questions during the project solicitation. This activity, referred to as the Bidders'/Proposers' Conferences, occurs after public advertisement and release of the procurement packets for the bidder/vendor submission of proposals or bids.

c. **Task 3** – Additions and/or Revisions as necessary
The Contractor shall clarify/modify the requirements/specifications as necessary as a result of the responses to submitted written questions and/or verbal questions at the Bidders'/Proposers' Conferences.

d. **Task 4** - Attend Proposal/Bid Opening

Contractor shall be present at the proposal opening session at the Hidalgo County Purchasing Department designated facilities.

e. **Task 5** - Review Vendor Responses
Contractor, in conjunction with the HCSOCS and Purchasing Department Evaluation Selection Committee (ESC) shall review and evaluate submitted proposals which meet the checklist for compliance and completeness.

Contractor shall provide technical advice and counsel in the evaluation of proposals and the vendor selection process.

Contractor shall develop a tool to assist and efficiently track the review effort.

The Contractor shall attend an interim evaluation meeting to discuss outstanding issues, as well as a follow-up meeting to review the Contractor's findings and conclusions. Contractor shall also assist with drafting questions to ask Bidders during Vendor Interview sessions as necessary.

f. **Task 6** - Assistance during Negotiations
Contractor shall assist with negotiations and provide other support for technical issues that arise during contract negotiations. This includes preparation of a Conformed Specification (document agreed upon issues)

5. **Phase VI** – System Implementation

The objective of this Phase is to provide technical services to augment the HCSOCS planning and execution of the radio network. The following Tasks describe the HCSOCS expectations with respect to the Contractor's capabilities.

a. **Task 1** - System Implementation and Project Management Support - General
Installation, Testing, Acceptance, Training, and As-Built Documentation shall be the responsibility of the successful vendor(s). However, the Contractor shall assist the HCSOCS with the following tasks and efforts:

1) Establish project implementation structure
2) Revise project schedules to conform to contract documents
3) Establish baseline project management processes, including project meeting minutes and reports
4) Periodic conference calls
5) Periodic on-site support
6) Vendor design review process
7) Transmittal management tracking process
8) Action item management tracking process

9) Regulatory management tracking process
10) FCC construction notices
11) FAA construction notices and compliance
12) Risk Management Tracking Process
13) Site acquisition
14) Site Improvements
15) Site leases or easements
16) Land use review process
17) Local zoning
18) Assist with facility design review(s)

b. **Task 2** - Requirements Tracking Matrix
Create a Requirements Tracking Matrix to ensure all functional and operational requirements are included in the system design as the project progresses.

c. **Task 3** - Preliminary Design Review
Contractor shall review and comment on preliminary design documents provided by the vendor. Contractor shall recommend modification to be incorporated into the final design as necessary.

d. **Task 4** - Final Design Review
Contractor shall review the vendor's final design documents to verify that all edits and agreed-upon modifications are included and complete. This Task includes all the systems, subsystems and interfaces to be included in the final system configuration.

e. **Task 5** - Letters, Reports, White Papers
The Contractor shall prepare these documents (letters, reports, white papers, etc) for the HCSOCS as required

f. **Task 6** - Review and Verify Vendor Factory Orders
Contractor shall review the final project equipment list which contains infrastructure and subscriber equipment quantities, including mobile and portable radios, accessories, microwave and fiber components, towers, shelters, and generators (if required).

g. **Task 7** - Review Vendor-Provided System Acceptance Test Plans (ATP)
Contractor shall critically review both the Factory and Field Acceptance Test procedures submitted by the vendor to verify proper testing techniques, processes and test results. The following list contains examples of installations and acceptance tests to be validated or verified by the Contractor:

1) Microwave Factory Acceptance Test Plan
2) Radio System Factory Acceptance Test Plan

3) Microwave System Field Acceptance Test Plan
4) Radio System Field Acceptance Test Plan
5) Radio Coverage Acceptance Test Plan (outdoor)
6) Location-Specific Radio Coverage Acceptance Test Plan (indoor)
7) Mobile Unit Installation Test Plan
8) Infrastructure Installation Test Plan
9) Maintenance Training Plan
10) Preventive Maintenance Plan
11) User Training Plan
12) System Transition and Deployment Plan
13) Radio System Availability Test Plan
14) Full System Acceptance Test Plan
15) Oversee System Acceptance Factory Testing - Microwave System
16) Contractor shall attend the factory testing of the microwave and radio systems. Contractor shall verify the testing procedures and results concur with the specifications and the test plan.

Activity 7.1 - Oversee Factory Acceptance Testing - Radio System

Contractor shall attend the factory testing of the radio system and shall verify the testing procedures and results concur with the specifications and the test plan

Activity 7.2 - Oversee Field Acceptance Testing - Microwave System

1) Contractor shall ensure that the new radio system has been tested properly per the acceptance test plans and performs according to the specifications.
2) Contractor shall validate the vendor's system acceptance testing procedures, the results, and if required, recommendations to the HCSOCS for system acceptance, or for resolution of any non-compliance.

3) Contractor shall publish a document providing test results to the HCSOCS, including a detailed analysis of any non-compliance or test failures, and recommendations for complete, partial or non-acceptance of the system.

Activity 7.3 - Infrastructure and Mobile Installation Verification

Contractor shall verify that installations meet contract requirements through field inspections of fixed infrastructure and representative vehicular installations. This shall include, but not be limited to, radio, microwave, backup power, shelters, towers, dispatch shelters/workstations and vehicular radios at all sites.

Activity 7.4 - Oversee Radio Coverage Testing

Contractor shall verify radio coverage performance by overseeing the vendor's coverage test setup, calibration and actual drive test measurements.

Activity 7.5 - Maintain Punch List Items

h. **Task 8** - Contractor shall maintain a list of functional and installation-related deficiencies and make suggestions to the HCSOCS, Purchasing Department and the vendor on resolution methods when necessary.

F. ROLE OF THE HCSOCS

The HCSOCS-will provide the following support:

1. Overall vendor, project, and contract management support during the installation phase of the project

2. Dedicated Project Manager as single point of contact for all communications and deliverables

3. A dedicated project team to support the installation effort

4. All available and relevant system documentation, inventories, etc

5. Arrange for on-site meetings and site access

6. Provide access to office space, telephone, computer network access, and office supplies, as needed

7. Provide procurement "boilerplate" information required for the RFP/RFB

8. Staff resources to support Radio Coverage Acceptance Testing and verification

9. Document list for review

G. DEBARMENT/SUSPENSION POLICY:

In order to prohibit the procurement of any goods or services ultimately funded by Federal awards from debarred, suspended or otherwise excluded parties, each bidder will be screened at the time of RFP/RFB response to ensure bidder, its principle and their named subcontractors are not debarred, suspended or otherwise excluded by the United States Government in compliance with the requirements of 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.

- The County will verify all participating vendors, its principle and their named subcontractors are not on the Federal debarred, suspended or otherwise excluded list of vendors located at www.epls.gov; and

- Vendors are to complete a Debarment and Suspension Certification form, certifying vendor, its principle and their named subcontractors are not debarred, suspended or otherwise excluded by the United States Government.

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

PERSONNEL AND STAFFING:
The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

REQUIRED CERTIFICATIONS AND SUBMITTAL:
This section will contain any licenses, certifications and assurance as required by the FEDERAL HIGHWAY ADMINISTATION, the STATE OF TEXAS, HIDALGO COUNTY, LOCAL MUNICIPALITIES, etc. The engineering firm(s) should include copies of their Professional Liability Insurance.

Other Services include:
Project Development Management, Facility Analysis & Master Planning, Site Planning & Analysis, Roof Design, Parking Design, Security Design, Energy Conservation, Ventilation Design, Acoustical Design, Asbestos Abatement Monitoring, etc.

Additionally, this section should include, but not restricted to the following information:

A. Firm name, address, phone number and person(s) to contact regarding the Statement of Qualifications.

B. Qualifications and recent experience of the firm and key personnel relative to the performance of similar services for public entities.

PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL: The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq. Once selected, proposer is to provide a fee proposal for the following scope of work.

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

SECTION III. SELECTION/EVALUATION/RANKING CRITERIA

Qualifications will be graded on a point system with emphasis on ability to service the County and experience in Design Consultant for communications system, including but not limited to the following:

A. UNDERSTANDING THE SERVICES /METHODOLOGY - 20 POINTS

1. Company must state the approach and or methodology in achieving and rendering all services required by the County of Hidalgo Sheriff's Office Communications System

B. EXPERIENCE - 25 POINTS

1. Bidder(s) should have ten (10) years experience in general RF engineering of VHF and UHF conventional systems including mobile data systems.
2. Bidder(s) should have experience in digital microwave design and installation. Experience with communication center equipment is also preferred.
3. Bidder(s) should have experience with rural and urban in-building RF system design and implementation including coverage testing procedures of these systems.
4. Bidder(s) should possess a general knowledge of construction methods including portable and fixed communication shelters and communication towers. Experience with control and monitoring systems is also preferred.

C. QUALIFICATIONS - 30 POINTS

1. Bidder(s) shall be regularly and continuously engaged in business of providing radio system design and implementation services for at least 10 years.
2. Bidder(s) must possess all permits, licenses and professional credentials necessary To perform services as specified under this RFQ.
3. Bidder(s) firm should employ individuals with Bachelor's Degree in Electrical Engineering or related field with extensive experience in the installation and Management of APCO Project 25 trunk-ed radio systems.
4. Bidder(s) should be knowledgeable in FCC regulatory issues, FCC licensing, and be familiar with, and preferably have worked with, the Regional NPSPAC and 700 MHz committees.

D. CAPACITY OF PERFORMANCE - 25 POINTS

1. Provides appropriate evidence of adequate staffing.
2. Staffing level/experience of staff.
3. Adequacy of resources to perform these services.

Total Points = 100 Points

STATEMENT OF QUALIFICATIONS GRADING AND RANKING:

The following general protocol and procedures are utilized;

1. Hidalgo County Commissioners' Court and/or an Evaluation Committee (selected and/or designated by County Commissioner's Court) will review, score, and evaluate the statements of qualifications received in response to this Hidalgo County Request for Qualifications;
2. A grid of the scores will be presented to Commissioners' Court for the purpose of ranking and approval for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

NEGOTIATION PROCESS:

Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firms will be asked to submit (as part of those negotiations) a "scope of service" including fees;
2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.
3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm;

RFQ SUBMITTED TO: An original, and seven (7) copies of RFQs 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

RFQs must be submitted by **no later than 9:30 a.m. on Wednesday, April 15, 2009.**
All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

AI-14356 **20.F.3.**

HCSO-Extension-Secure Control Systems, LLC-C-08-092-04-07

CC REGULAR

Date:	03/17/2009
Submitted By:	Letty Saenz, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Sheriff's Office

Information

CAPTION

Requesting authority to exercise the first (1st) year of the additional three (3) one (1) year periods as provided in current contract for: "Service & Maintenance to the Adult Detention Electronic System" for the Hidalgo County Sheriff's Office, under the same rates, terms and conditions with SECURE CONTROL SYSTEMS, LLC - Effective: 04/07/09 - 04/06/10

BACKGROUND

Letter of Extensions

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-423-21-280-002-0-432

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

BUDGETARY IMPACT:

Available balance is $23,413.10 as of 3/10/09.

Attachments

Link: Extension-Secure Control Systems, LLC

Link: contracts

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/04/2009 12:44 PM	APRV
2	Budget & Management	Veronica Lopez	03/04/2009 02:02 PM	APRV
3	Rey Salazar	Rey Salazar	03/05/2009 04:34 PM	APRV
4	Dale Kennan	Dale Kennan	03/10/2009 08:44 AM	APRV
5	Auditor's Office		03/13/2009 04:31 PM	NEW

Form Started By: Letty Saenz Started On: 03/04/2009 10:59 AM

Final Approval Date: 03/13/2009

PURCHASING DEPARTMENT
County Of Hidalgo

February 27, 2009

Brian Mikiten, President
SECURE CONTROL SYSTEMS, LLC
2438 Freedom Drive
San Antonio, Texas 78217

via facsimile (210) 530-5247
via email brian@securecontrolsystems.com

Re: ***Extension of Contract No. C-08-092-04-07-"Service & Maintenance to the Adult Detention Electronic System"- Hidalgo County Sheriff's Office***

Dear Mr. Mikiten:

Commissioners' Court will take applicable action (Tuesday, March 10, 2009) in connection with the Hidalgo County's option to extend/renew for the **(first 1st year)** of the additional Three (3) One (1) year periods as provided in the current service agreement (under the same rates, terms and conditions). Effective date of renewal/extension is **April 7, 2009**.

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Monday, March 3, 2009, 12:00 p.m., via email attn: lettysaenz@yahoo.com and to via facsimile (956) 256-318-2629.

By: _____ Date: 3/2/09
Brian Mikiten, President

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 292-7000 x-4861. Your cooperation to this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department

xc: file

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

To: Hon. Guadalupe Trevino, Sheriff
c/o **Anacleto Martinez, Chief Deputy**
Joe Jackson, Commander
Hidalgo County Sheriff's Department

Via email amartinez@hidalgoso.org
Via email jjackson@hidalgoso.org

From: Leticia Saenz, CPPB, Contracts Mgr
Hidalgo County Purchasing Department

Date: February 25, 2009

RE: ***NOTICE OF INTENT TO EXTEND /RENEW CONTRACTS***

Chief Martinez, please be advised that I will be placing the following contracts for approval of extension on the next Commissioner's Court meeting of Tuesday, March 10, 2009:

Contract Nos.	Awarded Vendors	Title of Project	Current Contract Expiration Date	Extension Options Commencement/Expiration
E-08-124-03-06	LCS Corrections Services, Inc.	Housing of Inmates	03/31/2008 - 03/30/2009	Exercising the 7th year of the addt'l ten (10)one (1) year term extension 03/31/09-03/30/10
C-08-092-04-07	Secure Control Systems, Inc.	Service & Maintenance to the Adult Detention Electronic System	04/07/2008 – 04/06/2009	Exercising the 1st year of the addt'l three (3) one (1) year term extension 04/07/09-04/06/10

Please be advised that as provided under the current contracts, Hidalgo County Commissioners' Court has the option to exercise the additional one (1) year or multiple year term as specified under the same rates, terms, and conditions for the above mentioned contracts. We hereby request that you respond if you wish to continue to extend/renew the services for these contracts, if not, so, as, to proceed with the procurement process for said services

Please acknowledge receipt and approval to exercise this **"option"** for the contracts specified by signing below & returning to the Purchasing Department via facsimile to (956) 318-2629 or via e-mail to lettysaenz@yahoo.com by no later than **12:00 p.m.** on Friday, **February 27, 2009** in order to proceed with the placement of approval on the next Commissioner's Court Agenda.

YES ✓ I do wish to obtain the additional year period extension.
NO _____ I do not wish to obtain the extension/renewal.

If answer is no, please explain: _____

Hidalgo County Sheriff's Office
Authorized Signature: _____ **Date:** 2/26/09

Thank you for your prompt attention and cooperation to this important matter. Should you require further assistance, please do not hesitate to contact me at (956) 292-7000 x-4861.

xc: Juan Tapia, Procurement Specialist
Darlene Betancourt, CPPB/PPDM
File

via email juan.tapia@hidalgoso.org
via email darlene.betancourt@co.hidalgo.tx.us

REQUIREMENTS AGREEMENT
C-08-092-04-07

THIS AGREEMENT (the "Agreement") is entered into effective as of **April 7, 2008** by and between **Secure Control Systems, LLC** a **Texas Limited Liability Company,** ("Seller") and **Hidalgo County** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements for the **Hidalgo County Sheriff's Office -"Service and Maintenance to the Adult Detention Electronic System"** [commodity], 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 **"Service and Maintenance to the Adult Detention Electronic System"** in the areas of **Hidalgo County Sheriff's Office** on **"An As Needed Basis"** for **a period of one (1) year with the County's option to extend for an additional three (3) one (1) year terms** under the same rates, terms and conditions. Hidalgo County at its sole discretion reserves the right to extend the contract for an additional sixty (60) day grace period at the end of the contract term for unforseen delay in the award of the new bid and contingent upon cost to remain 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 Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. County and Seller agree that either party may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

5. General Provisions.

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

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: Secure Control Systems, LLC
Attention: Brian Mikiten, President
2438 Freedom Drive
San Antonio, Texas 78217

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, April 07, 2008.

HIDALGO COUNTY

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

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

SECURE CONTROL SYSTEMS, LLC

By: _____

Printed Name: Brian Mikitin

Title: President

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

By: _____

EXHIBIT "A"
SPECIFICATIONS

EXHIBIT "A"

HIDALGO COUNTY SHERIFF'S OFFICE "SERVICE AND MAINTENANCE TO THE ADULT DETENTION ELECTRONICS SYSTEMS" RFB NO: 08-092-03-19-rol

SPECIFICATIONS

Project Overview:

The County of Hidalgo Texas Sheriff's Office is seeking to contract with a qualified bidder to conduct "MAINTENANCE SERVICE TO THE ADULT DETENTION ELECTRONICS AND MECHANICAL SYSTEM" on an "As Needed Basis" including, but not limited to, the following:

Requirements, Terms & Conditions

1. 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.

2. HIDALGO COUNTY HAS THE AUTHORITY TO UTILIZE STATE AWARDED CONTRACTS FROM ITS MEMBERSHIP WITH THEIR EXSISTING OR NEW COOPERATIVES WHENEVER IT IS IN THE COUNTY'S BEST INTEREST TO DO SO.

3. VENDOR SHALL HAVE BEEN IN BUSINESS (IN THIS FIELD) FOR A MINIMUM OF THREE (3) YEARS.

4. A LIST OF A MINIMUM OF THREE (3) CURRENT REFERENCES/CONTRACTS FOR ANY STATE, LOCAL POLITICAL SUBDIVISION, PRIVATE SECTOR OR ANY OTHER LAW ENFORCEMENT AGENCY MUST BE SUBMITTED WITH YOUR BID. INFORMATION SHOULD INCLUDE, BUT NOT LIMITED TO THE FOLLOWING:

   A). COMPANY
   B). CONTACT PERSON
   C). PHONE NUMBER
   D). WORK PREFORMED
   E).CONTRACT TERM

5. VENDOR SUBMITTING BID WILL USE AUTHORIZED SERVICE TECHNICIANS FOR:

   A. MANUFACTURED THROUGH MONTGOMERY TECHNOLOGY INCORPORATED HARDWARE AND SOFTWARE:

      1. SYSTEM INTERFACE CONTROL PANEL BOARDS
      2. TOUCH SCREEN MONITOR SYSTEMS
      3. OPENING AND/OR CLOSING JAIL DOOR LOCKING SYSTEM
      4. CAMERAS AND INTERCOM SYSTEMS PROGRAMABLE LOGIC CONTROLLERS

   B. MANUFACTURED THROUGH SOUTHERN STEEL:

      1. SLIDING DOORS
      2. OPENIN AND/OR CLOSING JAIL DOOR LOCKING SYSTEM

6. VENDORS SUBMITTING BID MUST WARRANTY ALL WORK PERFORMED.

7. VENDOR MUST SUBMIT AND MAINTAIN ALL PROPER INSURANCES FOR THE DURATION OF CONTRACT TERM (REFER TO EXHIBIT C).

8. ALL PRICES FOR INSPECTIONS, REPAIRS AND MAINTENANCE SHALL INCLUDE CONSIDERATION FOR HOURLY RATE PLUS PARTS PERCENTAGE MARK UP (IF APPLICABLE).

9. ALL BILLING INVOICES WILL BE ITEMIZED (PARTS, LABOR, ETC....)

10. THE TERM OF THE CONTRACT WILL BE FOR ONE (1) YEAR WITH THE COUNTY'S OPTION TO EXTEND FOR THREE (3) ADDITIONAL ONE (1) YEAR TERMS UNDER THE SAME RATES, TERMS AND CONDITIONS.

11. 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.

12. AWARD OF BID: HIDALGO COUNTY RESERVES THE RIGHT TO: A. SEPARATE AND ACCEPT, OR ELIMINATE ANY ITEMS(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 SELECTING THE LOWEST AND BEST BID FOR APPROVAL; AND C. AWARD THE BID TO ONE BIDDER OR TO MULTIPLE BIDDERS IF TH COUNTY DETERMINES IT IS IN THE BEST INTEREST TO DO SO.

A 1. RESPOND TIME UPON CALL ON REGULAR BASIS: 24 HOURS

RESPOND TIME UPON CALL ON EMERGENCY BASIS: 12 or less HOURS

2. TRAVEL TIME FROM AREA: (HOW MANY TIMES WE WILL BE CHARGED TRAVEL EXPENSES UPON CALL) 4 to 12 hours (both ways included)

3. WHAT WILL BE THE TRAVEL COST BY FEE ON HOURLY RATE: $65

VENDOR MUST BE ABLE TO RESPOND WITHIN REASONABLE TIME FOR ONSITE REPAIRS.
VENDOR MUST ALSO BE AVAILABLE FOR TROUBLESHOOTING VIA TELEPHONE.
PLEASE SUBMIT A RESPOND TIME TO LOCATION AND RESPOND TIME FOR TROUBLESHOOTING.

ADDITIONAL INFORMATION

HIDALGO COUNTY IS REQUESTING THAT ANY AND ALL QUESTIONS, INQUIRIES, AND CLARIFICATIONS REGARDING QUOTES, BIDS, PROPOSALS, OR STATEMENTS OF QUALIFICATIONS BE ADDRESSED TO, MARTHA L. SALAZAR, CPPB, PURCHASING AGENT. POSTAL/MAILING: 2812 S. BUSINESS HIGHWAY 281, NEW ADMINISTRATION BUILDING, EDINBURG, TEXAS 78539 **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED**.

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, WEDNESDAY, MARCH 12, 2008, BY 5:00 P.M. RESPONSES TO SAID INQUIRIES WILL BE SENT TO ALL APPLICATIONS VIA FACSIMILE BY NO LATER THAN, FRIDAY, MARCH 14, 2008 , BY 5:00 P.M..

EXHIBIT "B"
PAYMENT SCHEDULE

EXHIBIT "B"

HIDALGO COUNTY SHERIFF'S OFFICE
"SERVICE AND MAINTENANCE TO THE ADULT DETENTION ELECTRONICS SYSTEMS"
RFB NO: 08-092-03-19-rol

BID PAGE

Repairs should be for an 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:

1- MTI ELECTRONIC SYSTEM:

A. Technician Hourly Rate _____ Normal Business Hours ____ A.M. to ____ P.M. **(please fill in time)**

B. Technician Hourly Rate _____ After Hours, Weekends & Holidays ____A.M. to ____ P.M.

2- SOUTHERN STEEL ELECTRONIC & MECHANICAL SYSTEM:

A. Technician Hourly Rate $95- Normal Business Hours 8 A.M. to 5 P.M.

B. Technician Hourly Rate $110- After Hours, Weekends & Holidays 7 A.M. to 11 P.M.

C. Mark Up (%) Rate for Parts: 15%

D. TOUBLE SHOOTING (PHONE) FEE PER HOUR $ $50.-

3-

A. RESPOND TIME UPON CALL ON REGULAR BASIS: 24 HOURS

B. RESPOND TIME UPON CALL ON EMERGENCY BASIS: 12 or less HOURS

C. TRAVEL TIME FROM AREA: (HOW MANY TIMES WE WILL BE CHARGED TRAVEL EXPENSES UPON CALL) 4 - 12 hours (both ways)

D. WHAT WILL BE THE TRAVEL COST BY FEE ON HOURLY RATE: $65.00

VENDOR MUST BE ABLE TO RESPOND WITHIN REASONABLE TIME FOR ONSITE REPAIRS.
VENDOR MUST ALSO BE AVAILABLE FOR TROUBLESHOOTING VIA TELEPHONE.
PLEASE SUBMIT A RESPOND TIME TO LOCATION AND RESPOND TIME FOR TROUBLESHOOTING.

PLEASE SPECIFY WHAT TIME FEE STARTS FOR TECHNICIAN: When the technician leaves for the site.

PLEASE STATE ALL WARRANTIES: 1 year

VENDOR / COMPANY NAME: Secure Control Systems, LLC

ADDRESS: 2438 Freedom Drive

CITY/STATE/ZIP CODE: SA, TX 78217

PHONE NUMBER: 210-530-5245

CELLULAR & PAGER NUMBERS: 210-863-5245

FAX NUMBER: 210 530 5247

AUTHORIZED SIGNATURE: _____ PRINTED NAME Brian Mikuta TITLE President

DATE: 3/18/08

EXHIBIT "C"
INSURANCE REQUIREMENTS

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/19/2008

PRODUCER
IBTX Risk Services SAT
5844 Rocky Point Dr.,
San Antonio TX 78249
(210) 696-6588

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
Secure Control Systems LLC

2433 Freedom Street
San Antonio TX 78217

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Landmark American Insurance Co	33138
INSURER B: Texas Mutual Insurance Company	22945
INSURER C: Travelers Indemnity Co	25658
INSURER D: Federal Insurance Company	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC	LEA105597	11/1/2007	11/1/2008	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 50,000 $ Excluded $ 1,000,000 $ 2,000,000 $ 2,000,000
C		AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	BA7354D147	11/1/2007	11/1/2008	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	$ $ $
A		EXCESS/UMBRELLA LIABILITY X OCCUR CLAIMS MADE DEDUCTIBLE X RETENTION $ 0	LEA041983	11/1/2007	11/1/2008	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	TSF0001162871	11/1/2007	11/1/2008	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ 500,000 $ 500,000 $ 500,000
D		OTHER Installation Floater	066369B8	11/1/2007	11/1/2008	Limit of Insurance $500,000	

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

Certificate holder is added as Additional Insured with a Waiver of Subrogation on General Liability (Primary) & Auto Liability where required by written contract. Waiver of Subrogation in favor of certificate holder on Workers' Compensation where required by written contract.

CERTIFICATE HOLDER

County of Hidalgo
100 N. Closner
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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AI-8660 **18.L.2.**

Service and Maintenance to the Adult Detention Electronics System

CC REGULAR

Date: 04/07/2008
Submitted By: Roli Flores, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Sheriff's Office

Information

CAPTION

Recommending award of bid and approval of contract for to "Service and Maintenance to the Adult Detention Electronics System" sole bidder (Secure Control Systems, LLC) meeting all specifications and/or requirements. (RFB 08-092)

BACKGROUND

Letter of recommendation
Exhibit A and B
Bid Tab
Draft Contract

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-421-00-280-001-0-431
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Funding available in the amount of $9,305.00 as of 4/2/08.

Attachments

Link: Back up

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/02/2008 11:22 AM	APRV
2	Budget & Management	Dina Trevino	04/02/2008 12:47 PM	APRV
3	Dale Kennan	Dale Kennan	04/02/2008 01:12 PM	APRV
4	Auditor's Office		04/03/2008 04:43 PM	NEW

Form Started By: Roli Flores Started On: 04/01/2008 12:49 PM
Final Approval Date: 04/03/2008

AI-14475 **21.D.**

CLOSED SESSION-USA VS.VARIOUS

CC REGULAR

Date:	03/17/2009
Submitted By:	JC Carreon, BUDGET & MANAGEMENT
Submitted For:	STEVE CRAIN
Department:	BUDGET & MANAGEMENT
Agenda Category:	Closed Session

Information

CAPTION

1. 7:08-CV-175; UNITED STATES OF AMERICA VS. THIMER ESTATE ET.AL

2. 7:08-CV-195; UNITED STATES OF AMERICA VS. UNKNOWN OWNERS

3. 7:08-CV-205; UNITED STATES OF AMERICA VS. RICARDO R. PENA ET.AL

4. 7:08-CV-217; UNITED STATES OF AMERICA VS. DANIEL E. ARNOLD ET.AL

5. 7:08-CV-231; UNTIED STATES OF AMERICA VS. MARIA LUISA CAVAZOS ET.AL

6. 7:08-CV-263; UNITED STATES OF AMERICA VS. JOSE HERMILIO JIMENEZ ET.AL

7. 7:08-CV-303; UNITED STATES OF AMERICA VS. BORDER PACIFIC RAILROAD CO. 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	03/11/2009 09:25 AM	APRV
2	Auditor's Office		03/13/2009 04:31 PM	NEW
Form Started By: JC Carreon			Started On: 03/11/2009 08:53 AM	
Final Approval Date: 03/13/2009				

AI-14535 **21.E.**

Cause No. CL-06-3277; Graciela Martinez, individually and as Representative of the Estate of Reynaldo Sanchez, III vs. County of Hidalgo

CC REGULAR

Date:	03/17/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Closed Session

Information

CAPTION

Cause No. CL-06-3277; Graciela Martinez, individually and as Representative of the Estate of Reynaldo Sanchez, III vs. County of Hidalgo

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	03/12/2009 02:54 PM	APRV
2	Auditor's Office		03/13/2009 04:31 PM	NEW
Form Started By: Monica Badillo			Started On: 03/12/2009 02:07 PM	
Final Approval Date: 03/13/2009				

AI-14452 **21.F.**

C-236-09-D; Martha A Velasquez, et al vs. City of Mission, et al

CC REGULAR

Date:	03/17/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Closed Session

Information

CAPTION

C-236-09-D; Martha A Velasquez, et al vs. City of Mission, 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	03/10/2009 10:07 AM	APRV
2	Auditor's Office		03/13/2009 04:31 PM	NEW
Form Started By: Monica Badillo			Started On: 03/10/2009 10:05 AM	
Final Approval Date: 03/13/2009				

AI-14411 **21.G.**

Claim of William Worsham

CC REGULAR

Date:	03/17/2009
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Closed Session

Information

CAPTION

Claim of William Worsham

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	03/09/2009 07:32 AM	APRV
2	Auditor's Office		03/13/2009 04:31 PM	NEW
Form Started By: Aida Alvarez			Started On: 03/06/2009 01:17 PM	
Final Approval Date: 03/13/2009				

AI-14538 **21.H.**

C-2213-06-H; Sylvia Torres, et al vs. Hidalgo County, et al

CC REGULAR

Date:	03/17/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Submitted For:	Valde Guerra
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Closed Session

Information

CAPTION

C-2213-06-H; Sylvia Torres, et al vs. Hidalgo County, et al

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	03/12/2009 02:54 PM	APRV
2	Auditor's Office		03/13/2009 04:31 PM	NEW
Form Started By: Monica Badillo			Started On: 03/12/2009 02:15 PM	
Final Approval Date: 03/13/2009				

AI-14562 **21.I.**

EEOC Charge No. 31C-2009-00849; Leticia Rodriguez vs. Hidalgo County Constable Pct. 2

CC REGULAR

Date:	03/17/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Closed Session

Information

CAPTION

EEOC Charge No. 31C-2009-00849; Leticia Rodriguez vs. Hidalgo County Constable Pct. 2

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	03/13/2009 02:21 PM	APRV
2	Auditor's Office		03/13/2009 04:31 PM	NEW
Form Started By: Monica Badillo			Started On: 03/13/2009 02:14 PM	
Final Approval Date: 03/13/2009				

AI-14479 **22.D.**

OPEN-SESSION-USA VS. VARIOUS

CC REGULAR

Date:	03/17/2009
Submitted By:	JC Carreon, BUDGET & MANAGEMENT
Submitted For:	STEVE CRAIN
Department:	BUDGET & MANAGEMENT
Agenda Category:	Open Session

Information

CAPTION

1. 7:08-CV-175; UNITED STATES OF AMERICA VS. THIMER ESTATE ET.AL

2. 7:08-CV-195; UNITED STATES OF AMERICA VS. UNKNOWN OWNERS

3. 7:08-CV-205; UNITED STATES OF AMERICA VS. RICARDO R. PENA ET.AL

4. 7:08-CV-217; UNITED STATES OF AMERICA VS. DANIEL E. ARNOLD ET.AL

5. 7:08-CV-231; UNITED STATES OF AMERICA VS. MARIA LUISA CAVAZOS ET.AL

6. 7:08-CV-263; UNITED STATES OF AMERICA VS. JOSE HERMILIO JIMENEZ ET.AL

7. 7:08-CV-303; UNITED STATES OF AMERICA VS. BORDER PACIFIC RAILROAD CO. 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	03/11/2009 09:25 AM	APRV
2	Auditor's Office		03/13/2009 04:31 PM	NEW

Form Started By: JC Carreon Started On: 03/11/2009 09:13 AM

Final Approval Date: 03/13/2009

AI-14536 **22.E.**

Cause No. CL-06-3277; Graciela Martinez, individually and as Representative of the Estate of Reynaldo Sanchez, III vs. County of Hidalgo

CC REGULAR

Date:	03/17/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Open Session

Information

CAPTION

Cause No. CL-06-3277; Graciela Martinez, individually and as Representative of the Estate of Reynaldo Sanchez, III vs. County of Hidalgo

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	03/12/2009 02:54 PM	APRV
2	Auditor's Office		03/13/2009 04:31 PM	NEW
Form Started By: Monica Badillo			Started On: 03/12/2009 02:08 PM	
Final Approval Date: 03/13/2009				

AI-14453 **22.F.**

C-236-09-D; Martha A Velasquez, et al vs. City of Mission, et al

CC REGULAR

Date:	03/17/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Open Session

Information

CAPTION

C-236-09-D; Martha A Velasquez, et al vs. City of Mission, 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	03/10/2009 10:07 AM	APRV
2	Auditor's Office		03/13/2009 04:31 PM	NEW

Form Started By: Monica Badillo — Started On: 03/10/2009 10:06 AM

Final Approval Date: 03/13/2009

AI-14412 **22.G.**

Claim of William Worsham

CC REGULAR

Date:	03/17/2009
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Open Session

Information

CAPTION

Claim of William Worsham

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	03/09/2009 07:32 AM	APRV
2	Auditor's Office		03/13/2009 04:31 PM	NEW
Form Started By: Aida Alvarez			Started On: 03/06/2009 01:19 PM	
Final Approval Date: 03/13/2009				

AI-14539 **22.H.**

C-2213-06-H; Sylvia Torres, et al vs. Hidalgo County, et al

CC REGULAR

Date:	03/17/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Submitted For:	Valde Guerra
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Open Session

Information

CAPTION

C-2213-06-H; Sylvia Torres, et al vs. Hidalgo County, et al

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	03/12/2009 02:54 PM	APRV
2	Auditor's Office		03/13/2009 04:31 PM	NEW
Form Started By: Monica Badillo			Started On: 03/12/2009 02:16 PM	
Final Approval Date: 03/13/2009				

AI-14563 **22.I.**

EEOC Charge No. 31C-2009-00849; Leticia Rodriguez vs. Hidalgo County Constable Pct. 2

CC REGULAR

Date:	03/17/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Open Session

Information

CAPTION

EEOC Charge No. 31C-2009-00849; Leticia Rodriguez vs. Hidalgo County Constable Pct. 2

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	03/13/2009 02:21 PM	APRV
2	Auditor's Office		03/13/2009 04:31 PM	NEW
Form Started By: Monica Badillo			Started On: 03/13/2009 02:16 PM	
Final Approval Date: 03/13/2009				