

AI-15153

6.D.

**Cause #D-1-G-N-06-003322; SWEPI LP vs. Railroad Commission of Texas
CC REGULAR**

Date: 04/28/2009

Submitted By: Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE

Department: COMMISSIONERS' COURT EXEC. OFFICE

Agenda Category: Closed Session

Information

CAPTION

Cause #D-1-G-N-06-003322; SWEPI LP vs. Railroad Commission of Texas

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	04/23/2009 07:47 AM	APRV
2	Auditor's Office		04/24/2009 05:37 PM	NEW
Form Started By: Monica Badillo			Started On: 04/22/2009 03:48 PM	
Final Approval Date: 04/24/2009				

AI-15154

7.D.

**Cause #D-1-G-N-06-003322; SWEPI LP vs. Railroad Commission of Texas
CC REGULAR**

Date: 04/28/2009
Submitted By: Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department: COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category: Open Session

Information

CAPTION

Cause #D-1-G-N-06-003322; SWEPI LP vs. Railroad Commission of Texas

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	04/23/2009 07:47 AM	APRV
2	Auditor's Office		04/24/2009 05:37 PM	NEW
Form Started By: Monica Badillo			Started On: 04/22/2009 03:55 PM	
Final Approval Date: 04/24/2009				

AI-15194

8.A.

Resolution on HB 4793

CC REGULAR

Date: 04/28/2009
Submitted By: Erika Reyna, COUNTY JUDGE
Department: COUNTY JUDGE
Agenda Category: Comm. Court Executive Office

Information

CAPTION

Resolution on HB 4793 by Representative Gonzalez relating to the creation of two additional county courts at law in Hidalgo County.

BACKGROUND

Resolution will be provided at court.

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	04/24/2009 03:00 PM	APRV
2	Roland Garcia	Rolando Garcia	04/24/2009 03:49 PM	APRV
3	Auditor's Office		04/24/2009 05:37 PM	NEW
Form Started By: Erika Reyna			Started On: 04/24/2009 02:00 PM	
Final Approval Date: 04/24/2009				

AI-15198

8.B.

**Rural Emergency Services Interlocals
CC REGULAR**

Date: 04/28/2009
Submitted By: Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department: COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category: Comm. Court Executive Office

Information

CAPTION

Discussion, consideration and action on the Rural Emergency Services Interlocal Cooperative Agreement and Rates between the County of Hidalgo and various cities/entities for Emergency and Fire Response Services

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009
FUNDS AVAILABLE Y/N?: Y
ACCT. #: 9-1100-422-20-300-0XX-0-841
MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Please refer to attached expense report for the various FD for funding availability. Additional fiscal impact to be determined once interlocal agreement negotiations are finalized with the cities/entities.

Attachments

Link: [exp report](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	04/24/2009 04:11 PM	APRV
2	Ivan Cantu	Ivan Cantu	04/24/2009 04:21 PM	APRV
3	Auditor's Office		04/24/2009 05:37 PM	NEW

Form Started By: Monica Badillo
Started On: 04/24/2009 04:05 PM
Final Approval Date: 04/24/2009

Run Date 04/24/09 03:36 PM

Hidalgo County

Page No 1

For 01/01/09 - 01/31/10

Expenditure Summary Report

FJEXS01A

Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

<u>Account No/Description</u>		<u>Adjusted Budget</u>	<u>Y-T-D Encumb</u>	<u>Period Expended</u>	<u>Y-T-D Expended</u>	<u>Available Balance</u>	<u>Percent Used</u>
1100 GENERAL FUND							
9-1100-422-20-300-002-0-841	EMERG SRVS-ALAMO FD-AID TO GOVT AGENCY	96,000.00	.00	4,255.00	4,255.00	91,745.00	4.43
9-1100-422-20-300-003-0-841	EMERG SRVS-ALTON FD-AID TO GOVT AGENCY	150,000.00	.00	.00	.00	150,000.00	.00
9-1100-422-20-300-004-0-841	EMERG SRVS-DONNA FD-AID TO GOVT AGENCY	72,000.00	.00	9,345.00	9,345.00	62,655.00	12.98
9-1100-422-20-300-005-0-841	EMERG SRVS-EDCOUCH FD-AID TO GOVT AGENCY	26,880.00	.00	10,525.00	10,525.00	16,355.00	39.16
9-1100-422-20-300-006-0-841	EMERG SRVS-EDINBURG FD-AID TO GOVT AGENCY	180,000.00	.00	19,530.00	19,530.00	160,470.00	10.85
9-1100-422-20-300-007-0-841	EMERG SRVS-ELSA FD-AID TO GOVT AGENCY	88,000.00	.00	10,785.00	10,785.00	77,215.00	12.26
9-1100-422-20-300-008-0-841	EMERG SRVS-HIDALGO FD-AID TO GOVT AGENCY	4,320.00	.00	920.00	920.00	3,400.00	21.30
9-1100-422-20-300-009-0-841	EMERG SRVS-LA JOYA FD-AID TO GOVT AGENCY	60,000.00	.00	11,335.00	11,335.00	48,665.00	18.89
9-1100-422-20-300-010-0-841	EMERG SRVS-LA VILLA FD-AID TO GOVT AGENCY	30,000.00	.00	6,307.00	6,307.00	23,693.00	21.02
9-1100-422-20-300-011-0-841	EMERG SRVS-LINN-SAN MANUEL FD-AID TO GOV	71,500.00	.00	13,865.00	13,865.00	57,635.00	19.39
9-1100-422-20-300-012-0-841	EMERG SRVS-MCALLEEN FD-AID TO GOVT AGENCY	18,000.00	.00	3,680.00	3,680.00	14,320.00	20.44
9-1100-422-20-300-013-0-841	EMERG SRVS-MERCEDES FD-AID TO GOVT AGENCY	60,000.00	.00	11,360.00	11,360.00	48,640.00	18.93
9-1100-422-20-300-014-0-841	EMERG SRVS-MISSION FD-AID TO GOVT AGENCY	77,000.00	.00	8,800.00	8,800.00	68,200.00	11.43
9-1100-422-20-300-015-0-841	EMERG SRVS-MONTE ALTO FD-AID TO GOVT AGN	66,000.00	.00	15,020.00	15,020.00	50,980.00	22.76
9-1100-422-20-300-016-0-841	EMERG SRVS-PALMVIEW FD-AID TO GOVT AGENCY	126,500.00	.00	15,505.00	15,505.00	110,995.00	12.26
9-1100-422-20-300-017-0-841	EMERG SRVS-PHARR FD-AID TO GOVT AGENCY	11,000.00	.00	2,760.00	2,760.00	8,240.00	25.09
9-1100-422-20-300-018-0-841	EMERG SRVS-SAN JUAN FD-AID TO GOVT AGENCY	22,000.00	.00	4,975.00	4,975.00	17,025.00	22.61
9-1100-422-20-300-019-0-841	EMERG SRVS-WESLACO FD-AID TO GOVT AGENCY	104,500.00	.00	11,190.00	11,190.00	93,310.00	10.71
1100 GENERAL FUND		1,263,700.00	.00	160,157.00	160,157.00	1,103,543.00	12.67
9 YEAR		1,263,700.00	.00	160,157.00	160,157.00	1,103,543.00	12.67

AI-15185

8.C.

**457 plan hardship w/d
CC REGULAR**

Date: 04/28/2009

Submitted By: Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE

Department: COMMISSIONERS' COURT EXEC. OFFICE

Agenda Category: Comm. Court Executive Office

Information

CAPTION

Approval of 457 Plan Hardship withdrawal requests for employees #129909 and #122335

BACKGROUND

Fiscal Impact

Attachments

Link: [form](#)

Link: [form](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	04/24/2009 10:19 AM	APRV
2	Veronica Lopez	Veronica Lopez	04/24/2009 10:30 AM	APRV
3	Auditor's Office		04/24/2009 05:37 PM	NEW

Form Started By: Monica Badillo
Started On: 04/24/2009 10:03 AM

Final Approval Date: 04/24/2009

#129909

SIMPKINS & ASSOCIATES HARDSHIP REQUEST NOTIFICATION

Please print or type.

Plan Name 457 plan

Participant Name

Address

Social Security

SECTION I -

I understand that the withdrawal distributions, other than the Plan's taxable as ordinary income, unless I am a participant in the Plan, are not taxable as ordinary income under the Plan's distribution rules.

any other non-taxable loans currently available to the company. I understand that this withdrawal will be taxable as ordinary income. In addition, a 10% penalty tax will apply to the withdrawal to pay certain deductible medical

IRS

to the 401(k) Plan for at least 6 months before a hardship withdrawal.

The IRS only applies to you.

Hardship withdrawal. Check the one that

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

Hardship Requested \$ 650.00 Year-to-date deferrals _____

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

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

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

PARTICIPANT SIGNATURE X *Celina Colon* Date 4-23-09

SECTION II - Authorized Plan Representative

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

AUTHORIZED PLAN REPRESENTATIVE X Date _____

SECTION III - Distribution Procedure

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

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

AI-15192

8.D.

**RMA Resolution
CC REGULAR**

Date: 04/28/2009
Submitted By: Erika Reyna, COUNTY JUDGE
Department: COUNTY JUDGE
Agenda Category: County Judge's Office

Information

CAPTION

Presentation, discussion, and approval of Resolution relating to the Pass-through application to the Texas Department of Transportation for the Loop Project.

BACKGROUND

Resolution will be provided at Court by Dennis Burleson.

Fiscal Impact

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

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	04/24/2009 02:59 PM	APRV
2	Roland Garcia	Rolando Garcia	04/24/2009 03:44 PM	APRV
3	Auditor's Office		04/24/2009 05:37 PM	NEW
Form Started By: Erika Reyna			Started On: 04/24/2009 01:10 PM	
Final Approval Date: 04/24/2009				

AI-15169

10.A.

**Declaration and Order regarding wildfires and outdoor burning
CC REGULAR**

Date: 04/28/2009
Submitted By: Brenda Garza, COUNTY JUDGE
Submitted For: Tony Pena, Jr.
Department: COUNTY JUDGE
Agenda Category: Emergency Services Division

Information

CAPTION

Discussion and approval of Declaration and Order Regarding Wildfires and Outdoor Burning.

BACKGROUND

Fiscal Impact

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

Attachments

Link: [Burn Ban 4-28-09](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	04/23/2009 01:34 PM	APRV
2	Roland Garcia	Rolando Garcia	04/24/2009 03:52 PM	APRV
3	Auditor's Office		04/24/2009 05:37 PM	NEW

Form Started By: Brenda Garza
Started On: 04/23/2009 01:16 PM
Final Approval Date: 04/24/2009

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**DECLARATION AND ORDER IMPOSING A STATE OF EMERGENCY DUE TO
THE POTENTIAL OF WILDFIRES CAUSED BY ADVERSE WEATHER
CONDITIONS WHICH POSE AN IMMINENT THREAT TO PUBLIC HEALTH
AND SAFETY AND PROHIBITING THE UNAUTHORIZED BURNING OF
NATURAL OR MAN-MADE MATERIALS IN HIDALGO COUNTY**

WHEREAS, Hidalgo County has not had rainfall for an extended period of time;

WHEREAS, weather forecasters do not anticipate a change in current windy and dry conditions in the near future;

WHEREAS, these windy and dry conditions pose the threat of large, dangerous and fast-moving wildfires throughout Hidalgo County;

WHEREAS, such fires have the potential of endangering lives and damaging property on a large scale;

WHEREAS, the Texas Disaster Act of 1975 authorizes the declaration of a state of emergency by a County if there is an imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural or man-made cause, including fire;

WHEREAS, declaration of such a state of emergency authorizes the imposition of controls on activities which tend to increase the likelihood of fires;

WHEREAS, one of the mitigation actions is a controlled or prescribed burn, which may be authorized by the Fire Marshal, at his discretion, on a case by case basis;

WHEREAS, such controls, once implemented, have the potential of protecting lives and property by mitigating the threat of dangerous fires;

THEREFORE, BE IT NOW DECLARED BY THE HIDALGO COUNTY COMMISSIONERS COURT that a state of emergency exists by the potential of fires due to arid conditions throughout Hidalgo County and as such, **IT IS NOW ORDERED** that this state of emergency will continue until rescinded but in no instance will this declaration continue for more than ninety (90) days without authorization by the Hidalgo County Commissioners Court.

BE IT FURTHER ORDERED that this state of emergency is being declared solely for the purpose to prohibit the unauthorized burning of natural or man-made materials, and includes, but is not limited to open-ground burning and/or burning in a container.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the seal of the County of Hidalgo, on this the 28th day of April, 2009.

J.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 L. GARZA, JR.
County Commissioner, Pct. 4

Attest:

ARTURO GUAJARDO, JR.
County Clerk

AI-15114

10.B.

**Texas Commission on Fire Protection Certification Fees
CC REGULAR**

Date: 04/28/2009
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

1. Requesting approval of application of the Annual Certification Fees for Juan Martinez, Assistant Emergency Management Coordinator in the amount of \$60.00 and Marco Romero, Deputy Fire Marshal in the amount of \$60.00.
2. Requesting approval of renewal of the Fire Investigator Basic/Inspector Basic Certification for Tommy Ureste, Deputy Fire Marshal in the amount of \$10.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-422-10-300-001-0-810
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available amount in req#152978 is \$10.00 for Texas Commission on Fire Protection

Available amount in req#152220 is \$120.00 for Texas Commission on Fire Protection

Attachments

Link: [Tx Com on Fire Protection.Certifications](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	04/17/2009 04:10 PM	APRV
2	Roland Garcia	Rolando Garcia	04/23/2009 05:04 PM	APRV
3	Auditor's Office		04/24/2009 05:37 PM	NEW
Form Started By: Yolanda Orozco			Started On: 04/17/2009 03:29 PM	
Final Approval Date: 04/24/2009				

Date Received	Texas Commission on Fire Protection Fire Service Standards & Certification Division	Date Approved
Certification No. Discipline Code		Approved By
	P.O. Box 2286, Austin, Texas 78768-2286 (512) 936-3838 FAX (512) 936-3808	
	Application for Certification	

Certification fees are **NON-REFUNDABLE**. The \$20.00 fee submitted for certificates not issued will **not** be returned. Fill out applicable sections only.

Personal Information:				
Social Security No. or PIN	Last Name	Suffix	First Name	Middle Name or Initial
457775373	Romero		Marco	A.
Home Address of Applicant			City	State
PO Box 43			La Villa	TX
			Zip Code	78562

Current Department Information (employed individuals only):		
FDID No.	Department Name	Department Phone Number (non-emergency)
24	Hidalgo County Fire Marshal's Office	956-318-2656

Please supply the following information if you do not hold an active certificate with the Texas Commission on Fire Protection at this time:						
Previously Used Last Names List all aliases, including maiden name, if applicable.		Previously Used Suffixes	Previously Used First Names		Previously Used Middle Names or Initials	
Daytime Phone Number	Driver's License No.	D.L. State	Height (Feet and Inches)	Weight (Pounds)	Hair Color	Eye Color
Date of Birth	Sex	Race or Ethnicity				
	☐ Male ☐ Female	☐ Black	☐ White (includes Hispanic)	☐ Other: _____		
High School Diploma?	If No, Highest Grade Completed?	GED?		College Degree?	If yes, which major?	
☐ Yes ☐ No		☐ Yes ☐ No		☐ Yes ☐ No		
Have you ever been convicted of any criminal offense (other than minor traffic offenses)?						
☐ Yes ☐ No If yes, attach explanation regarding the date of conviction, original charge, jurisdiction, disposition, and circumstances surrounding the offense.						

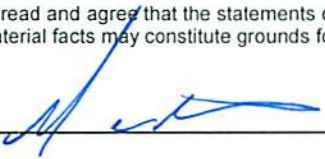
Certification Applied For: Please check all areas that apply and supply all documentation required. Submit the **NON-REFUNDABLE** \$20.00 certification fee for each certificate applied for. Incomplete applications and insufficient documentation will result in application being denied.

Structure Fire Protection	☐ Basic	☐ Intermediate	☐ Advanced	☐ Master
Aircraft Rescue Fire Protection	☐ Basic	☐ Intermediate	☐ Advanced	☐ Master
Marine Fire Protection	☐ Basic	☐ Intermediate	☐ Advanced	☐ Master
Fire Inspector	☐ Basic	☒ Intermediate	☐ Advanced	☐ Master
Arson Investigator	☐ Basic	☒ Intermediate	☐ Advanced	☐ Master
Fire Investigator	☐ Basic	☒ Intermediate	☐ Advanced	☐ Master
Fire Service Instructor	☐ Level I	☐ Level II	☐ Level III	☐ Level III - Master
Fire Officer I	☐ Basic			
Fire Officer II	☐ Basic			
Hazardous Materials Technician	☐ Basic			
Driver/Operator - Pumper	☐ Basic			

Disclosure of your social security number is required. Your social security number is being solicited pursuant to Texas Family Code, §231.302 for use by the State's Title IV-D agency to assist in the administration of laws relating to child support enforcement under Parts A and D of Title IV of the Federal Social Security Act (42 U.S.C. §601-617 and §651-669).

It is the policy of this agency that all applicants will receive an equal opportunity without regard to race, color, age, religion, sex, national origin, or physical/mental disability unless the individual does not meet the standards set by the commission as stated in the Standards Manual for Fire Protection Personnel, "Standards for Certification, §421.3."

By my signature below, I attest I have read and agree that the statements on this form and any attachments to this form are true and correct. I understand any misstatements or omissions of material facts may constitute grounds for administrative proceedings by the T.C.F.P.

Signature of Applicant: 

Date: 03/24/2009

Date Received	Texas Commission on Fire Protection Fire Service Standards & Certification Division	Date Approved
Certification No. Discipline Code		Approved By
	P.O. Box 2286, Austin, Texas 78768-2286 (512) 936-3838 FAX (512) 936-3808	
	Application for Certification	

Certification fees are **NON-REFUNDABLE**. The \$20.00 fee submitted for certificates not issued will **not** be returned. Fill out applicable sections only.

Personal Information:				
Social Security No. or PIN	Last Name	Suffix	First Name	Middle Name or Initial
263755505	Martinez		Juan	G
Home Address of Applicant			City	State
708 S. Washington			Mercedes	TX
			Zip Code	78570

Current Department Information (employed individuals only):		
FDID No.	Department Name	Department Phone Number (non-emergency)
24	Hidalgo County Fire Marshal's Office	956-318-2656

Please supply the following information if you do not hold an active certificate with the Texas Commission on Fire Protection at this time:						
Previously Used Last Names List all aliases, including maiden name, if applicable.			Previously Used Suffixes	Previously Used First Names	Previously Used Middle Names or Initials	
Daytime Phone Number	Driver's License No.	D.L. State	Height (Feet and Inches)	Weight (Pounds)	Hair Color	Eye Color
Date of Birth	Sex	Race or Ethnicity				
	☐ Male ☐ Female	☐ Black	☐ White (includes Hispanic)		☐ Other: _____	
High School Diploma?	If No, Highest Grade Completed?	GED?	College Degree?	If yes, which major?		
☐ Yes ☐ No		☐ Yes ☐ No	☐ Yes ☐ No			
Have you ever been convicted of any criminal offense (other than minor traffic offenses)?						
☐ Yes ☐ No If yes, attach explanation regarding the date of conviction, original charge, jurisdiction, disposition, and circumstances surrounding the offense.						

Certification Applied For: Please check all areas that apply and supply all documentation required. Submit the **NON-REFUNDABLE** \$20.00 certification fee for each certificate applied for. Incomplete applications and insufficient documentation will result in application being denied.

Structure Fire Protection	☐ Basic	☐ Intermediate	☐ Advanced	☐ Master
Aircraft Rescue Fire Protection	☐ Basic	☐ Intermediate	☐ Advanced	☐ Master
Marine Fire Protection	☐ Basic	☐ Intermediate	☐ Advanced	☐ Master
Fire Inspector	☐ Basic	☒ Intermediate	☐ Advanced	☐ Master
Arson Investigator	☐ Basic	☒ Intermediate	☐ Advanced	☐ Master
Fire Investigator	☐ Basic	☒ Intermediate	☐ Advanced	☐ Master
Fire Service Instructor	☐ Level I	☐ Level II	☐ Level III	☐ Level III - Master
Fire Officer I	☐ Basic			
Fire Officer II	☐ Basic			
Hazardous Materials Technician	☐ Basic			
Driver/Operator - Pumper	☐ Basic			

Disclosure of your social security number is required. Your social security number is being solicited pursuant to Texas Family Code, §231.302 for use by the State's Title IV-D agency to assist in the administration of laws relating to child support enforcement under Parts A and D of Title IV of the Federal Social Security Act (42 U.S.C. §601-617 and §651-669).

It is the policy of this agency that all applicants will receive an equal opportunity without regard to race, color, age, religion, sex, national origin, or physical/mental disability unless the individual does not meet the standards set by the commission as stated in the Standards Manual for Fire Protection Personnel, "Standards for Certification, §421.3."

By my signature below, I attest I have read and agree that the statements on this form and any attachments to this form are true and correct. I understand any misstatements or omissions of material facts may constitute grounds for administrative proceedings by the T.C.F.P.

Signature of Applicant: _____



Date: _____

03/24/2009

CERTIFICATE RENEWAL STATEMENT

Remit: TEXAS' COMMISSION ON FIRE PROTECTION
P.O. BOX 2286 AUSTIN, TX 78768-2286
(512)936-3838 FAX (512)936-3808 www.tcfp.state.tx.us

HIDALGO COUNTY
APR 14 2009
FIRE MARSHAL'S OFFICE

Hidalgo Co. Fire Marshal Office
P. O. Box 1356

FDID # 24
PHONE (956) 318-2656 ext
FAX (956) 318-2697
Email

Edinburg, TX 78540-

	DEPARTMENT OFFICERS	PHONE	FAX	Email
Fire Marshal	Juan Gilberto Martinez			

Please correct any discrepancies/omissions in the information listed for your department

Total number of certified personnel	1
Number of personnel with annual fees due	0
Number of personnel with prorated fees due	1
Total with fees due:	1
Total Due by April 30, 2009:	\$10.00
Total Due after April 30, 2009:	\$20.00
Total Due after May 30, 2009:	\$30.00

Please refer to the instruction letter that accompanied your renewal statement for details on the attached personnel listing, continuing education exemptions and late payment penalties.

A copy of this statement must be returned with your department's payment and MUST INCLUDE the department head's signature. This signature certifies that each person serving in a discipline requiring continuing education has completed those requirements, unless indicated to the contrary on the attached certificate renewal list. This signature also certifies that each individual renewing Arson Investigator certification holds a current peace officer license with T.C.L.E.O.S.E. and that they are commissioned by the above entity.

CHIEF/ADMIN SIGNATURE:

PRINTED NAME:

Juan Martinez

DATE:

4/17/09

Discipline Legend: (A)=Arson Investigation
(E)=Admin of a CE Program
(I)=Fire Investigation
(N)=Instructor Staff of Certified Trng. Facility
(P)=Head of Fire Prevention
(S)=Head of Fire Suppression Dept.

(C)=Code Enforcing Fire Inspection
(F)=Structure Fire Suppression
(M)=Marine Fire Suppression
(O)=Other. Not Regulated
(R)=Aircraft Rescue and Fire Suppression
(T)=Trng. Officer/Coor.-Head of Trng Facility

	<i>PIN Number</i>	<i>RenewalFee</i>	<i>PayStatus</i>	<i>Mark if CE is not Complete</i>
Ureste, Tommy	2666852	\$10.00	Full Time	
Expiration of Cert(s): 4/30/2009	Discipline(s): C I			
FIRE INVESTIGATOR BASIC				
INSPECTOR BASIC				

HIDALGO COUNTY
APR 14 2009
FIRE MARSHAL'S OFFICE

AI-15113

10.C.

**Purchase Affidavit
CC REGULAR**

Date: 04/28/2009
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

Requesting approval to reimburse Martin Carrasco for the purchase of fuel for Emergency Services vehicle in the amount of \$45.00

BACKGROUND

Fiscal Impact

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

ACCT. #: 9-1100-422-10-300-001-0-626

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available balance of \$6,032.45 as 04/23/09.

Attachments

Link: Purchase Affidavit.Martin Carrasco

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	04/17/2009 03:17 PM	APRV
2	Roland Garcia	Rolando Garcia	04/23/2009 04:51 PM	APRV
3	Auditor's Office		04/24/2009 05:37 PM	NEW

Form Started By: Yolanda Orozco
Started On: 04/17/2009 03:06 PM
Final Approval Date: 04/24/2009

Welcome To
Stripes # 9648

802 W University
Edinburg TX 78539
(956) 381-0066

1570508-001 PEC 9648

W UNIVERSITY
EDINBURG TX 78539

Descr.	qty	amount
UNLD CA #04	23.698G	45.00
	@ 1.899/ G	
Sub Total		45.00
Tax		0.00
TOTAL		45.00
CASH \$		100.00
Change \$		-55.00

THANKS, COME AGAIN

REG# 0003 CSH# 004 DR# 01 TRAN# 32238

03/31/09 15:41:28

ST# 9648



OFFICE OF THE COUNTY FIRE MARSHAL

County Of Hidalgo

MEMORANDUM

TO: Raymundo Eufracio, C.P.A.
Hidalgo County Auditor

FROM: Juan Martinez *JM*
Assistant Emergency
Management Coordinator

DATE: April 9, 2009

SUBJECT: Reimbursement – Fuel Receipt

On March 31, 2009, while conducting official County business, Martin M. Carrasco, Administrative Assistant at the Judge's Office paid with his own cash the attached fuel receipt. He was driving County Vehicle 2002 Ford Expedition, VIN # 1FMRU15L52LB00029, License Plates 7FK-S63 when he realized he was not authorized to sign for the billing.

I am requesting that he be reimbursed for this receipt. The Fire Marshal's account number is 9-1100-422-10-300-001-0-626.

PURCHASE AFFIDAVIT

COUNTY OF HIDALGO

COUNTY AUDITOR'S FORM: ARS-CA-004
REVISED: 11/23/2004

AI-15121

11.A.

Engineering firm - Street Imp. project - (City of Edcouch)

CC REGULAR

Date: 04/28/2009

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 professional engineering services in connection with Hidalgo County Urban County Program Year 21(2008) for a Street Improvement Project in the City of Edcouch.
2. Presentation of the scoring grid of at least three (3) engineering firms from the County's approved "pool" as graded and evaluated by the City of Edcouch, Urban County Program and Hidalgo County Purchasing Department for the purposes of ranking by CC in connection with an Urban County Program Street Improvement Project in the City of Edcouch.
3. Authority to negotiate a professional engineering service contract with the No. 1 ranked firm of _____ for the provision of engineering services for an Urban County Program -City of Edcouch Street Improvement project.

BACKGROUND

The City of Edcouch, the Urban County Program and the Hidalgo County Purchasing Department have evaluated and graded three engineering firms from the County's approved "pool". J.E. Saenz & Associates, Guzman & Muñoz Engineering & Surveying, Inc. and SAMES, Inc. were the three firms. The Street Improvements Project includes the improvements of valley gutters. Attached is letter of recommendation from the City of Edcouch and the grading grid for your review.

Fiscal Impact

FISCAL YEAR:

ACCT. #: Urban County funds

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Urban County will utilize City of Edcouch Street Improvement funds for this project.

Attachments

Link: [engineering grading grid](#)

Form Routing/Status

Route Seq Inbox

Approved By Date

Status

1	Budget & Management	Veronica Lopez	04/20/2009 03:18 PM	APRV
2	Veronica Lopez	Veronica Lopez	04/22/2009 08:59 AM	APRV
3	Auditor's Office	Angela Garcia	04/22/2009 10:09 AM	APRV
4	Veronica Lopez	Veronica Lopez	04/22/2009 10:14 AM	APRV
5	Purchasing Department	Marty Salazar	04/22/2009 01:12 PM	APRV

Form Started By: Estella Webber

Started On: 04/20/2009 10:10
AM

Final Approval Date: 04/22/2009

Hidalgo County-Urban County Program
City of Edcouch
Professional Engineering Services
Street Improvements
Valley Gutters & Paving Imp.
Grading Grid

CRITERIA	J.E. Saenz & Associates Inc.			Guzman & Muños Engineering & Surveying, Inc.			SAMES, Inc.		
	Grader City	Grader UCP	Grader Purchasing	Grader City	Grader UCP	Grader Purchasing	Grader City	Grader UCP	Grader Purchasing
Selection Criteria	18	18	20	20	19	20	10	17	20
Experience of Project Team	25	23	23	25	24	18	5	20	12
Experience/Availability of Project Manager	18	18	20	18	20	20	5	17	20
Understanding Projects	25	23	25	25	24	25	20	22	25
Familiarity w/ Applicable Rules & Regulations	5	10	10	3	10	10	3	9	10
TOTALS:	91	92	98	91	97	93	43	85	87
AVERAGES	93.67%			93.67%			71.67%		
RANKING	1			1			2		

April 8, 2009

To Whom It May Concern:

As required, I am sending you complete and certified excerpt from the minutes of April 7, 2009 Special Meeting of the Board of Aldermen of the City of Edcouch @ 6:00 P.M.

ITEM III. Discussion and action on recommending an Engineering Firm for the Urban County 2008 Street Improvement Project.

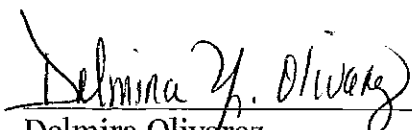
Mayor Calin Guzman, opened the floor for discussion and Mrs. Olivarez, went over the rating scores for the following Engineering Firms:

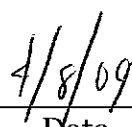
Guzman & Munoz Engineering & Surveying, Inc.; 91

J.E. Saenz & Associates, Inc; 91

SAMES, Inc. 43

She mentioned she wanted to be as impartial as possible, but both Guzman & Munoz, and J.E. Saenz, had 100 yrs. Of accumulated qualification, had almost the same number of years in operations, one has more employees than the other, and has had more projects with U.C.. While the other had one more Engineer on staff. Therefore, she was bringing the item to the Council for them to make the recommendation. The Mayor asked how they had been rated and Mrs. Olivarez said by qualification, experience, understanding, and familiarity with rules. The Mayor asked for a motion, and Commissioner Ruiz made the motion to recommend J.E. Saenz, and second by Commissioner Lupita Garcia. The Mayor asked for a vote and Commissioner Eddy Gonzalez voted Naye, and Commissioner Henry Martinez, and Ofelia Vallejo abstained from voting. Therefore, the Mayor ruled that motion carried 2 for, 1 against, and 2 abstained. I, Delmira Olivarez, City Manager, certify that this is a complete and correct excerpt of the minutes of the meeting held on April 08, 2009.


Delmira Olivarez
City Manager


Date



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

Project Description: City of Edcouch- 2008 Street Improvements

Department: Hidalgo County Urban County Program

Name of Firm: J.E. Saenz & Associates, Inc.

Date of Evaluation: April 3, 2009

Evaluator's Name: Oscar Garza, Procurement Specialist

<u>Selection Criteria</u>	<u>Point</u>	<u>Score</u>
1. Professional Qualifications of Team	20	<u>20</u>
Comments/Rationale for Points: <u>Professional outfit with wide range of experience with various projects</u>		
2. Experience of Project Team	25	<u>23</u>
Note Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:		
Comments/Rationale for Points: <u>Well recommended by various entities where firm has been involved with.</u>		
3. Experience/Availability of Project Manager	20	<u>20</u>
Comments/Rationale for Points: <u>Well experience in the field & profession</u>		
4. Understanding of Project	25	<u>25</u>
Comments/Rationale for Points: <u>No concerns on understanding project</u>		
5. Familiarity with Applicable Rules and Regulations	10	<u>10</u>
Comments/Rationale for Points: <u>Knowledgeable with Rules & Regulations</u>		
Total Score		<u>98</u>

UCP

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

Project Description: City of Edcouch- 2008 Street Improvements

Department: Hidalgo County Urban County Program

Name of Firm: J.E. Saenz & Associates, Inc.

Date of Evaluation: April 8, 2009

Evaluator's Name: ANTONIO SARCO

<u>Selection Criteria</u>	<u>Point</u>	<u>Score</u>

1. Professional Qualifications of Team	20	<u>18</u>

Comments/Rationale for Points: _____

2. Experience of Project Team	25	<u>23</u>

***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	<u>18</u>

Comments/Rationale for Points: _____

4. Understanding of Project	25	<u>23</u>

Comments/Rationale for Points: _____

5. Familiarity with Applicable Rules and Regulations	10	<u>10</u>

Comments/Rationale for Points: _____

Total Score

92

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

City

Project Description: City of Edcouch- 2008 Street Improvements

Department: Hidalgo County Urban County Program

Name of Firm: J.E. Saenz & Associates, Inc.

Date of Evaluation: 4/1/09

Evaluator's Name: Delmira Yanez

Selection Criteria

	<u>Point</u>	<u>Score</u>
1. Professional Qualifications of Team	20	<u>18</u>

Comments/Rationale for Points: The firm has 2 Engineers on staff, and a total 100 yrs. of qualified certifications

2. Experience of Project Team	25	<u>25</u>

***Note* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**

Comments/Rationale for Points: have 14 yrs experience

3. Experience/Availability of Project Manager	20	<u>18</u>

Comments/Rationale for Points: They have a total of 35 employees. The project mgr in a P.I.T., but has experience working with U.C. projects.

4. Understanding of Project	25	<u>25</u>

Comments/Rationale for Points: List a lot of projects involving streets all over the valley including Edcouch

5. Familiarity with Applicable Rules and Regulations	10	<u>5</u>

Comments/Rationale for Points: They have some experience working w/uc. projects, but not that much.

Total Score 91

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

Project Description: City of Edcouch- 2008 Street Improvements

Department: Hidalgo County Urban County Program

Name of Firm: Guzman & Muñoz Engineering & Surveying, Inc.

Date of Evaluation: April 3, 2009

Evaluator's Name: Oscar Garza, Procurement Specialist

<u>Selection Criteria</u>	<u>Point</u>	<u>Score</u>
1. Professional Qualifications of Team	20	<u>20</u>

Comments/Rationale for Points: Qualifications of Team are commendable

2. Experience of Project Team	25	<u>18</u>

***Note* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**

Comments/Rationale for Points: Recommendations received were fair

3. Experience/Availability of Project Manager	20	<u>20</u>

Comments/Rationale for Points: Experienced and always accessible

4. Understanding of Project	25	<u>25</u>

Comments/Rationale for Points: Knowledgeable with related projects

5. Familiarity with Applicable Rules and Regulations	10	<u>10</u>

Comments/Rationale for Points: Understands Rules & Regulations

Total Score	<u>93</u>

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

Project Description: City of Edcouch- 2008 Street Improvements

Department: Hidalgo County Urban County Program

Name of Firm: Guzman & Muñoz Engineering & Surveying, Inc.

Date of Evaluation: April 8, 2009

Evaluator's Name: ANTONIO BARCO

<u>Selection Criteria</u>	<u>Point</u>	<u>Score</u>
1. Professional Qualifications of Team	20	<u>19</u>
Comments/Rationale for Points: _____		

2. Experience of Project Team	25	<u>24</u>
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	<u>20</u>
Comments/Rationale for Points: _____		

4. Understanding of Project	25	<u>24</u>
Comments/Rationale for Points: _____		

5. Familiarity with Applicable Rules and Regulations	10	<u>10</u>
Comments/Rationale for Points: _____		

Total Score 97

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

Project Description: City of Edcouch- 2008 Street Improvements

Department: Hidalgo County Urban County Program

Name of Firm: Guzman & Muñoz Engineering & Surveying, Inc.

Date of Evaluation: 4/11/09

Evaluator's Name: Delmira Yanez

Selection Criteria

	Point	Score
1. Professional Qualifications of Team	20	<u>20</u>

Comments/Rationale for Points: The firm has 3 engineers on staff total of 100 years of accumulated certifications

2. Experience of Project Team	25	<u>25</u>

Note Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:

Comments/Rationale for Points: They have a total of 13-14 yrs experience

3. Experience/Availability of Project Manager	20	<u>18</u>

Comments/Rationale for Points: They have a total of 24 employees, But they have an engineer as project Mgr. but I don't see experience with H.C. projects.

4. Understanding of Project	25	<u>25</u>

Comments/Rationale for Points: See list street projects, they are familiar

5. Familiarity with Applicable Rules and Regulations	10	<u>3</u>

Comments/Rationale for Points: They don't have much experience working w/ H.C.

Total Score

91

APR 9 2009

Aw

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

Project Description: City of Edcouch- 2008 Street Improvements

Department: Hidalgo County Urban County Program

Name of Firm: SAMES, Inc.

Date of Evaluation: April 3, 2009

Evaluator's Name: Oscar Garza, Procurement Specialist

<u>Selection Criteria</u>	<u>Point</u>	<u>Score</u>
1. Professional Qualifications of Team	20	<u>20</u>

Comments/Rationale for Points: _____

2. Experience of Project Team	25	<u>12</u>

***Note* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**

Comments/Rationale for Points: Based on information received referrals & recommendations are inconsistent and is a fairly new firm.

3. Experience/Availability of Project Manager	20	<u>20</u>

Comments/Rationale for Points: Evaluation is based on information received from recommended client considered good.

4. Understanding of Project	25	<u>25</u>

Comments/Rationale for Points: _____

5. Familiarity with Applicable Rules and Regulations	10	<u>10</u>

Comments/Rationale for Points: _____

Total Score	<u>87</u>

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

Project Description: City of Edcouch- 2008 Street Improvements

Department: Hidalgo County Urban County Program

Name of Firm: SAMES, Inc.

Date of Evaluation: April 8, 2009

Evaluator's Name: Antonio Barco

<u>Selection Criteria</u>	<u>Point</u>	<u>Score</u>
1. Professional Qualifications of Team	20	<u>17</u>
Comments/Rationale for Points: _____		
2. Experience of Project Team	25	<u>20</u>
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	<u>17</u>
Comments/Rationale for Points: _____		
4. Understanding of Project	25	<u>22</u>
Comments/Rationale for Points: _____		
5. Familiarity with Applicable Rules and Regulations	10	<u>9</u>
Comments/Rationale for Points: _____		
Total Score		<u>85</u>

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

Project Description: City of Edcouch- 2008 Street Improvements

Department: Hidalgo County Urban County Program

Name of Firm: SAMES, Inc.

Date of Evaluation: 1/1/09

Evaluator's Name: Julmira Yanez

Selection Criteria

<u>Selection Criteria</u>	<u>Point</u>	<u>Score</u>
1. Professional Qualifications of Team	20	10

Comments/Rationale for Points: 2 Engineers on staff;
total 17 yrs experience

2. Experience of Project Team	25	5

***Note* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**

Comments/Rationale for Points: Firm is fairly new

3. Experience/Availability of Project Manager	20	5

Comments/Rationale for Points: only 2 on staff

4. Understanding of Project	25	20

Comments/Rationale for Points: Company has had experience w/ streets project

5. Familiarity with Applicable Rules and Regulations	10	3

Comments/Rationale for Points: So far does not show that they have experience with AC. (directly)

Total Score		43

AI-15136

11.B.

**Cancel Purchase Order - City of Alton Fire Station equipment
CC REGULAR**

Date: 04/28/2009
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Category: Urban County

Information

CAPTION

The City of Alton is requesting authorization to cancel the purchase order with Ferrera Fire Apparatus, Inc. in the amount of \$9,249.00 (Urban County Program Year 19 (2006) Fire Station/Equipment funds) for the purchase of fire protective equipment and gear for the City of Alton Fire Department.

BACKGROUND

The City of Alton has requested to cancel this purchase order. The city has paid for the equipment and will not submit a request for reimbursement to Urban County Program. A copy of the memo requesting to cancel the purchase order is attached for reference. (Hidalgo County Commissioners' Court approved to issue the purchase order on March 8, 2007.)

Fiscal Impact

Attachments

Link: [fire equipment purchase order](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	04/22/2009 08:14 AM	APRV
2	Veronica Lopez	Veronica Lopez	04/22/2009 08:55 AM	APRV
3	Auditor's Office		04/24/2009 05:37 PM	NEW
Form Started By: Estella Webber			Started On: 04/21/2009 03:07 PM	
Final Approval Date: 04/24/2009				



The City of Alton

509 South Alton Blvd. Alton, Texas 78573-1196
Office (956) 432-0760. Fax (956) 432-0766

October 23, 2008

Ms. Monica Luna,
UC Project Coordinator
Urban County Program
1916 Tessoro Bld
Pharr, Texas

Dear Ms. Luna:

The current purchase order encumbered funds will not be used at this juncture. Please proceed with placing this item on the next Commissioners Court to cancel.

Your assistance on this matter is greatly appreciated. If you have any questions on this correspondence do not hesitate to call me at (956) 432-0760.

Sincerely,

Steve Pena
Assistant City Manager

CC: Diana Serna, UC Director
Tony Barco, UC Program Manager
Jorge Arcaute, City Manager

Oct 24 2008

aw

AI-15188

11.C.

**Resolution - HUD Disaster Recovery funding
CC REGULAR**

Date: 04/28/2009
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Category: Urban County

Information

CAPTION

Approval of a Resolution of the Commissioners' Court of the County of Hidalgo, Texas, authorizing the submission of the Method of Distribution (MOD) for the HUD Disaster Recovery funding allocated by the State of Texas, Office of Rural Community Affairs (ORCA) and authorizing the County Judge to act as the County's Executive Officer and Authorized Representative in all matters pertaining to the County's participation in the HUD Disaster Recovery Funding Program.

BACKGROUND

This resolution is required as part of the County's Method of Distribution (MOD) to the State of Texas.
(See attachments).

Fiscal Impact

Attachments

Link: [AI- 15188 Resolution](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	04/24/2009 11:19 AM	APRV
2	Veronica Lopez	Veronica Lopez	04/24/2009 01:49 PM	APRV
3	Auditor's Office		04/24/2009 05:37 PM	NEW
Form Started By: Estella Webber			Started On: 04/24/2009 10:58 AM	
Final Approval Date: 04/24/2009				

RESOLUTION

A RESOLUTION OF THE COMMISSIONERS' COURT OF THE COUNTY OF HIDALGO, TEXAS, AUTHORIZING THE SUBMISSION OF THE METHOD OF DISTRIBUTION (MOD) FOR THE HUD DISASTER RECOVERY FUNDING ALLOCATED BY THE STATE OF TEXAS, OFFICE OF RURAL COMMUNITY AFFAIRS (ORCA) AND AUTHORIZING THE COUNTY JUDGE TO ACT AS THE COUNTY'S EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE COUNTY'S PARTICIPATION IN THE HUD DISASTER RECOVERY FUNDING PROGRAM.

WHEREAS, the Commissioners' Court of the County of Hidalgo desires to develop viable urban communities including decent housing, suitable living environments and economic opportunities principally for persons of low/moderate income; and

WHEREAS, certain conditions exist which represent a threat to the public health and safety of our residents due to the damages sustained from Hurricane Dolly; and

WHEREAS, disaster recovery supplemental funds are the primary source of funding available for public infrastructure, economic development and housing for the disaster affected areas; and

WHEREAS, it is necessary and in the best interests of the County of Hidalgo to improve infrastructure within the County to provide disaster relief, long-term recovery and restoration of infrastructure, housing and economic revitalization in areas affected by Hurricane Dolly, and

NOW THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF HIDALGO, TEXAS:

1. That a Method of Distribution (MOD) for the Hidalgo County HUD Disaster Recovery Funding Allocation is hereby authorized to be filed with the Office of Rural Community Affairs (ORCA)
2. That all funds be used for non-housing and housing needs including the improvement of housing for those families affected by the effects of Hurricane Dolly
3. That the Commissioners' Court directs and designates the County Judge as the County's Chief Executive Officer and Authorized Representative to act in all matters in connection with this application and the County's participation in the Texas Community Development Block Grant Program.

PASSED AND APPROVED THIS 28th DAY OF APRIL, 2009.

ATTEST:

**Juan D. Salinas, III, County Judge
Hidalgo County, Texas**

**Arturo Guajardo Jr., County Clerk
Hidalgo County, Texas**

City or County	LRGVDC Allocation	Hidalgo County Allocation	Total Allocation
Hidalgo Unincorporated	\$3,566,871	\$1,433,129	\$5,000,000
Alamo	\$335,358	\$164,642	\$500,000
Alton	\$169,895	\$330,105	\$500,000
Donna	\$305,170	\$194,830	\$500,000
Edcouch	\$74,882	\$375,652	\$450,534
Edinburg	\$1,213,213	\$1,011,112	\$2,224,325
Elsa	\$115,809	\$384,191	\$500,000
Granjeno	\$5,523	\$29,653	\$35,176
Hidalgo	\$197,424	\$302,576	\$500,000
La Joya	\$74,848	\$331,018	\$405,865
La Villa	\$23,932	\$153,570	\$177,502
McAllen	\$2,196,991	\$1,830,600	\$4,027,591
Mercedes	\$274,931	\$225,069	\$500,000
Mission	\$1,143,462	\$952,915	\$2,096,377
Palmhurst	\$91,041	\$408,959	\$500,000
Palmview	\$91,331	\$317,596	\$408,927
Penitas	\$39,325	\$110,807	\$150,132
Pharr	\$1,124,286	\$936,828	\$2,061,114
Progreso	\$100,740	\$399,260	\$500,000
Progreso Lakes	\$4,653	\$7,803	\$12,456
San Juan	\$586,902	\$13,098	\$600,000
Sullivan City	\$77,729	\$422,271	\$500,000
Weslaco	\$560,685	\$39,315	\$600,000
Community Direct Allocation Subtotal	\$12,375,000	\$10,375,000	\$22,750,000
Hidalgo County Area	\$12,375,000	\$2,000,000	\$2,000,000
Hidalgo County Total	\$24,750,000	\$12,375,000	\$24,750,000

Housing Allocation

AI-15122

12.A.

**Appropriation of L.E.O.S.E. funds & submittal of Chapter 59 Asset Forfeiture
Audit Report
CC REGULAR**

Date: 04/28/2009
Submitted By: Rosie Cantu, BUDGET & MANAGEMENT
Submitted For: Constable Precinct No. 2
Department: BUDGET & MANAGEMENT
Agenda Category: Constables

Information

CAPTION

1. Constable Precinct No. 2
 - A. Requesting approval and authorization to submit the 2008 Chapter 59 Asset Forfeiture Report as required by the Texas Attorney General's Office.
2. Constable Precinct No. 2 L.E.O.S.E. (1220)
 - A. Approval of appropriation of funds for the Constable Precinct No. 2- L.E.O.S.E. for years 2008 and 2009 in the total amount of \$2,180.18
 - B. Approval of appropriation of the Constable Precinct No. 2- L.E.O.S.E. interest earned funds for years 2007 and 2008 in the total amount of \$675.64.
 - C. Approval of certification of revenues by the County Auditors office for L.E.O.S.E. funds.

BACKGROUND

L.E.O.S.E revenue funds for year 2008 had not been appropriated.
L.E.O.S.E interest earned funds for years 2007 had not been appropriated; these funds are available in the unreserved fund balance.

Fiscal Impact

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

ACCT. #: 9-1220-421-00-292-002-0-XXX
MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Appropriation of LEOSE funds for Constable Pct. 2 in the total amount of \$2,855.82; interest funds for 2007 & 2008 and LEOSE revenue received in 2008 available in unreserved fund balance.

Revenue Acct:
9-1220-335-00-292-000-0-000 "Constable Pct. 2 LEOSE Revenue"

Attachments

Link: [2008 LEOSE Backup](#)
Link: [2009 LEOSE Backup](#)
Link: [Asset Forfeiture Report](#)

Link: [Interest earned worksheet](#)

Link: [other backup](#)

Link: [Appropriation](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Rosalinda Cantu (Originator)	Rosie Cantu	04/23/2009 01:46 PM	APRV
2	Budget & Management	Veronica Lopez	04/23/2009 01:58 PM	APRV
3	Ivan Cantu	Ivan Cantu	04/24/2009 02:26 PM	APRV
4	Auditor's Office		04/24/2009 05:37 PM	NEW
Form Started By: Rosie Cantu			Started On: 04/20/2009 11:02 AM	

Final Approval Date: 04/24/2009

HIDALGO COUNTY, TEXAS
CONSTABLE GILBERTO ALANIZ, PRECINCT 2
 WEEKLY REVENUE REMITTANCE
 FOR THE WEEK ENDING _____

To: Hidalgo County Treasurer

From: Constable Gilbert "Chato" Alaniz

The following remittance represents collections for:

I. General Fund - Constable Fees

A. Total Cash Collected

B. Total Checks Collected

\$ 0
 \$ 1,100.71

Check Number <u>118035073</u>	Check Amount <u>\$ 1,100.71</u>
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

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	-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

-1100-227-30-000-023-0-000

\$ _____

II. Law Enforcement Officer Standards and Education Funds

Credit Account Number

Precinct 1	-1220-421-00-291-002-0-581	\$ _____
Precinct 2	<u>8</u> -1220-421-00-292-002-0-581	\$ <u>1,100.71</u>
Precinct 3	-1220-421-00-293-002-0-581	\$ _____
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\$ 1,100.71

APPROVED BY:

Gilbert "Chato" Alaniz 10-23-08
 Constable Signature Date

PREPARED BY:

[Signature]
 Assistant 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:

ARS-C-004

REVISED:

7/02



Texas Comptroller of Public Accounts

118035073

SEPTEMBER 30, 2008

TREASURY WARRANT NO.

118035073

092908 0116 902 9A090910 17460007176 044
PAYING AGENCY: 512-463-4561 COMPTROLLER - STATE FISCAL

PAY ONE THOUSAND ONE HUNDRED DOLLARS AND 71/100

\$1,100.71

TO

HIDALGO COUNTY CONSTABLE PCT #2
523 S STANDARD AVE
SAN JUAN, TX 78589-2442

VOID AFTER
08/31/2011

Susan Combs

#304# 114900164# 118035073#

THE STATE OF TEXAS PAYMENT INFORMATION

INVOICE NO	INV. DATE	INVOICE DESCRIPTION	DOC. NO.	INVOICE AMOUNT
RE-ISSUE LEOSE WARRANT		LEOSE 2008 ALLOCATION	9A090910	\$1,100.71

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!

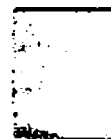
PAYEE NO: 17460007176 044 PAYEE NAME: HIDALGO COUNTY CONSTABLE PCT #2
WARRANT NO: 118035073 ISSUE DATE: 09/29/2008

WARRANT TOTAL: \$1,100.71

118035073

NOT VALID FOR CASH

RECEIVED BY THE PAYEE



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

Receipt No: 123567

Received From: Tx Comptroller of Pub Accts 9/30/0 Date 10/24/08

118035073	L.E.O.S.E. 2008 Allocation	8-1220-421-00-292-002-0-581	1,100.71

Total:	1,100.71

Check Total	1,100.71
Cash Total	.00
Credit Total	.00
Other Total	.00

HIDALGO COUNTY, TEXAS
CONSTABLE GILBERTO ALANIZ, PRECINCT 2

WEEKLY REVENUE REMITTANCE
FOR THE WEEK ENDING March 2009

RECEIVED BY
COUNTY AUDITOR

2009 MAR 23 PM 4 18

To: Hidalgo County Treasurer

From: Constable Gilberto Alaniz

The following remittance represents collections for:

I. General Fund - Constable Fees

A. Total Cash Collected

B. Total Checks Collected

\$ 0
\$ 1,079.47

Check Number	<u>119096376</u>	Check Amount	<u>1,079.47</u>
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

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	-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

-1100-227-30-000-023-0-000

\$ _____

II. Law Enforcement Officer Standards and Education Funds

Credit Account Number

Precinct 1	-1220-421-00-291-002-0-581	\$	_____
Precinct 2	<u>9</u> -1220-421-00-292-002-0-581	\$	<u>1,079.47</u>
Precinct 3	-1220-421-00-293-002-0-581	\$	_____
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

\$ 1,079.47

APPROVED BY:

Gilberto Alaniz 03-23-09
Constable Signature Date

PREPARED BY:

[Signature]
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:

ARS-C-004

REVISED:

7/02



Texas Comptroller of Public Accounts

119096376

FEBRUARY 26, 2009

TREASURY WARRANT NO.

022509 0116 902 9P090558 17460007176 044
PAYING AGENCY: 512-463-4561 COMPTROLLER - STATE FISCAL

119096376

PAY ONE THOUSAND SEVENTY NINE DOLLARS AND 47/100

\$1,079.47

TO

HIDALGO COUNTY CONSTABLE PCT #2
523 S STANDARD AVE
SAN JUAN, TX 78589-2442

VOID AFTER
08/31/2011

Susan Combs

⑈304⑈ ⑆114900164⑆ ⑆119096376⑈

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

Receipt No: 127272

Received From: CONSTABLE PCT 2 LEOSE ST.COMP. Date 03/24/09

1	119096376	L.E.O.S.E. ALLOCATIONS	9-1220-421-00-292-002-0-581	1,079.47

Total: 1,079.47

Check Total	1,079.47
Cash Total	.00
Credit Total	.00
Other Total	.00

RECEIVED BY
 COUNTY AUDITOR
 CHAPTER 59 ASSET FORFEITURE REPORT
 BY LAW ENFORCEMENT AGENCY

2009 FEB 13 AM 8 04

Agency Name:

Hidalgo Co. Constable PCT 2

Reporting Period:
 (local fiscal year)

01-01-08-12-31-08

Agency Mailing
 Address:

523 S. Standard St.
SAN JUAN TEXAS 78589

example:

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

Phone Number:

956-7834664

County:

Hidalgo

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

I. Beginning Balance

A) Forfeited Funds

\$ 0

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

B) Seized Funds

\$ 0

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

II. Seizures and Forfeiture Receipts during Reporting Period

A) Currency and Negotiable Instruments

1) Amount Seized by Reporting Agency

\$ 0

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

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

\$ 0

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

3) Amount Returned to Defendants

\$ 0

B) Other Property

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

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

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

\$ 0

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

- IV. Forfeited Property and Proceeds Received From Another Agency

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

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

\$ 0

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

NONE

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

NONE

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

\$ 0

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

VI. Expenditures

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

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

Description: _____	\$ _____
Description: <u>N/A</u>	\$ <u>N/A</u>
Description: _____	\$ _____

Other Total	\$ 0
	\$ 0

TOTAL EXPENDITURES: _____

CERTIFICATION

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

TITLE:

SIGNATURE:

DATE:

Chief Deputy
Constable PCT 2
Sergent [Signature]
02-11-2009

RETURN COMPLETED FORM TO:

ntico.gruv@cap.state.tx.us
(512)305-8882

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

2008 LEOSE FUND BALANCE ANALYSIS

	2007	2008			2008	2008
	Ending	Actual	Actual	Ending	Interest	Ending
	F/B	Revenues	Expenditures	F/B	Dist.	F/B
Interest earnings		681.40	-	681.40		
DA LEOSE	5,373.45	1,603.90	-	6,977.35	148.31	7,125.66
Sheriff LEOSE	8,585.20	43,479.41	(36,813.56)	15,251.05	324.18	15,575.23
Constable Pct. 1 LEOSE	1,320.41	1,246.10	-	2,566.51	54.55	2,621.06
Constable Pct. 2 LEOSE	7,252.39	1,100.71	(1,427.62)	6,925.48	147.21	7,072.69
Constable Pct. 3 LEOSE	391.44	1,679.83	(1,987.00)	84.27	1.79	86.06
Constable Pct. 4 LEOSE	1,015.30	-	(887.24)	128.06	2.72	130.78
Constable Pct. 5 LEOSE	1,659.94	-	(1,535.60)	124.34	2.64	126.98
	25,598.13	49,791.35	(42,651.02)	32,738.46	681.40	32,738.46

Prepared By: Jennifer L. Garza

32,057.06

COUNTY OF HIDALGO

HIDALGO COUNTY _____ DEPARTMENTS COMMISSIONER'S COURT AGENDA REQUEST FORM

NO. 292

DATE: 04-03-09

MEETING DATE REQUEST: _____

DEADLINE FOR ACTION: A.S.A.P.

CONTACT PERSON: Gilbert "Chato" Alvarez

DEPARTMENT: Constable PCT 2

PHONE: (956) 783-4664 FAX: (956) 783-4664

DEPARTMENT HEAD SIGNATURE _____

TYPED DEPT. HEAD NAME AND TITLE _____

CAPTION: Regular AGENDA

Requesting Approval And Authorization to submit 2008
Chapter 59 Asset Forfeiture Audit Report As Requested by
Attorney General of TEXAS.

BUDGETARY IMPACT: \$ _____

BACKGROUND: (Briefly summarize your request, if needed use separate sheet(s) or attach supporting documentation.)

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:

2009 APR 17 AM 8:20
HIDALGO COUNTY
BUDGET OFFICE

ACTION TAKEN BY COMMISSIONER'S COURT:

APPROVED ON: _____ (DATE) TABLED ON: _____ DATE DENIED ON: _____ (DATE)

MOTION MADE BY: _____ SECONDED BY: _____ VOTE: _____

COUNTY OF HIDALGO

HIDALGO COUNTY _____ DEPARTMENTS COMMISSIONER'S COURT AGENDA REQUEST FORM

NO. 292

DATE: 04-03-09

MEETING DATE REQUEST: _____

DEADLINE FOR ACTION: A.S.A.P.

CONTACT PERSON: Gilbert "Chato" Alvarez

DEPARTMENT: Constable PCT 2 PHONE: (956) 783.4664 FAX: (956) 783.4664

DEPARTMENT HEAD SIGNATURE _____

TYPED DEPT. HEAD NAME AND TITLE _____

CAPTION: _____

Regular AGENDA

1. ~~Approval~~ TO APPROPRIATE Funds in the Amount of \$1,100⁰⁰ And \$1,079⁴¹ into L.E.O.S.E Travel Expense Acct. # 9-1100-21-00-292-001-0-583 To be used for Continuing Education Training for Deputies. 2. Approval to appropriate 2007 Interest \$528.43 & 2008 Interest \$147.21, Total Amount Being \$2,855.12

BUDGETARY IMPACT: \$ _____

BACKGROUND: (Briefly summarize your request, if needed use separate sheet(s) or attach supporting documentation.)

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 ON: _____ (DATE) TABLED ON: _____ DATE DENIED ON: _____ (DATE)

ACTION MADE BY: _____ SECONDED BY: _____ VOTE: _____

2009 APR 17 AM 8:20
 HIDALGO COUNTY
 BUDGET OFFICE

DATE: March 5, 2009

DEPARTMENT HEAD: Raul Silguero, Jr., Budget Officer

2009
Appropriation



DEPARTMENT NAME: DBM for Constable Pct. No. 2

ACCOUNT NUMBER: 9-1220-421-00-292-002-0-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
9-1220-421-00-292-002-0-581	CONSTABLE PCT.2 LEOSE	TRAVEL IN COUNTY	2,180.18
9-1220-421-00-292-002-0-583	CONSTABLE PCT.2 LEOSE	TRAVEL OUT OF COUNTY	528.43
9-1220-421-00-292-002-0-584	CONSTABLE PCT.2 LEOSE	REGISTRATION FEES	147.21
9-1220-335-00-292-000-0-000	CONSTABLE PCT.2 LEOSE	L.E.O.S.O. REVENUE	1,079.47
TOTAL BUDGET INCREASE (DECREASE)			2,855.82

REASON: **TO APPROPRIATE L.E.O.S.E. FUNDS:** FOR YEAR 2008 IN THE AMOUNT OF \$1,100.71 FROM FUND BALANCE; FOR YEAR 2009 IN THE AMOUNT OF \$1,079.47 FROM REVENUES RECEIVED; FOR INTEREST EARNED IN YEAR 2007 IN THE AMOUNT OF \$528.43 **AND** INTEREST EARNED IN YEAR 2008 IN THE AMOUNT OF \$147.21 FROM FUND BALANCE.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-15158

12.B.

Reimbursement of funds - Constable Pct. 5 employees

CC REGULAR

Date: 04/28/2009
Submitted By: Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Submitted For: D.Marichalar
Department: COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category: Constables

Information

CAPTION

Constable Pct No. 5

Requesting approval to reimburse employee no. 078387 and 082872 in the amount of \$50.00 each for payment to Western Surety Company for bonds with authority for County Treasurer to issue check after review and auditing procedures are completed by County Auditor

BACKGROUND

9-1100-421-00-295-001-0-529

Fiscal Impact

FISCAL YEAR: 2009

ACCT. #: 9-1100-421-00-295-001-0-529

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

\$650.00 available balance as of 04/23/09. rc

Attachments

Link: [affidavits](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	04/23/2009 07:49 AM	APRV
2	Rosalinda Cantu	Rosie Cantu	04/23/2009 03:06 PM	APRV
3	Auditor's Office		04/24/2009 05:37 PM	NEW

Form Started By: Monica Badillo

Started On: 04/22/2009 04:17 PM

Final Approval Date: 04/24/2009

PURCHASE AFFIDAVIT

cc 4/28/09

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Daniel Marichalar, do hereby state that the item(s)
PURCHASER'S NAME

Listed on the invoices named below were purchased for the exclusive use of
Hidalgo County:

INVOICE NO.	DATE	AMOUNT	NAME OF COMPANY
<u>45674</u>	<u>4/21/09</u>	<u>50.00</u>	<u>Western Surety Company</u>

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

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

SIGNATURE:

TITLE:

Chief Deputy

PERSON MAKING PURCHASE

9-1100-421-00-295-001-0-529

Before me Roxanne Elizondo, a Notary Public, appeared
Daniel Marichalar and on his oath deposed and stated that the
foregoing facts as set forth in the above request for expense reimbursement
are true and correct in every respect. He/S further stated that he/S
requested payment of the same.

(SEAL)



Roxanne Elizondo

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

APPROVAL:

DEPARTMENT HEAD

APPROVAL:

COUNTY JUDGE

APPROVAL:

COUNTY AUDITOR

RECEIPT

DATE	4/21/09	No.	045674
RECEIVED FROM	Daniel Marichalar		\$50 ⁰⁰
	Ag - 1 st h		DOLLARS
	CNA Bond		
☐ FOR RENT		☒ CASH	FROM
☐ FOR		☐ CHECK	BY
ACCOUNT		☐ MONEY ORDER	
PAYMENT	50 ⁰⁰		
BAL. DUE			

efly described

as Chief Deputy Constable County of Hidalgo

for Daniel Marichalar

, as Principal,

in the sum of \$ Two Thousand and 00/100 Dollars, for the term

beginning April 18, 2009, and ending April 18, 2010,

subject to all the covenants and conditions of the original bond referred to above.

This continuation is issued upon the express condition that the liability of Western Surety Company under said Bond and this and all continuations thereof shall not be cumulative and shall in no event exceed the total sum above written.

Dated this 12th day of February, 2009.

WESTERN SURETY COMPANY

By Paul T. Bruflat
Paul T. Bruflat, Senior Vice President



THIS "Continuation Certificate" MUST BE FILED WITH THE ABOVE BOND.



Western Surety Company

CONTINUATION CERTIFICATE

Western Surety Company hereby continues in force Bond No. 70499432 briefly described
as Chief Deputy Constable County of Hidalgo

for Daniel Marichalar

, as Principal,

in the sum of \$ Two Thousand and 00/100 Dollars, for the term

beginning April 18, 2009, and ending April 18, 2010,

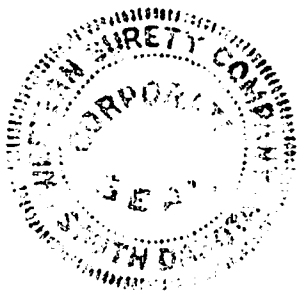
subject to all the covenants and conditions of the original bond referred to above.

This continuation is issued upon the express condition that the liability of Western Surety Company under said Bond and this and all continuations thereof shall not be cumulative and shall in no event exceed the total sum above written.

Dated this 12th day of February, 2009.

WESTERN SURETY COMPANY

By Paul T. Bruflat
Paul T. Bruflat, Senior Vice President



THIS "Continuation Certificate" MUST BE FILED WITH THE ABOVE BOND.

HIDALGO COUNTY AUDITOR'S OFFICE
HIDALGO COUNTY, TEXAS

PURCHASE AFFIDAVIT

cc 4/28/09

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Victor Garcia, do hereby state that the item(s)
PURCHASER'S NAME

listed on the invoices named below were purchased for the exclusive use of
Hidalgo County:

INVOICE NO.	DATE	AMOUNT	NAME OF COMPANY
<u>45675</u>	<u>4/21/09</u>	<u>50.00</u>	<u>Western Surety Company</u>

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

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

SIGNATURE: Victor Garcia

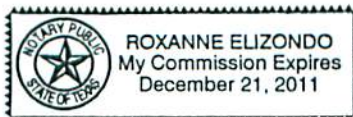
TITLE: Deputy Constable

PERSON MAKING PURCHASE

9-1100-42-00-295001-0-529

Before me Roxanne Elizondo, a Notary Public, appeared
Victor Garcia and on his oath deposed and stated that the
foregoing facts as set forth in the above request for expense reimbursement
are true and correct in every respect. He/S further stated that he/s
requested payment of the same.

(SEAL)



Roxanne Elizondo
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

Samuel A. M... ..
APPROVAL: DEPARTMENT HEAD

APPROVAL: COUNTY JUDGE

APPROVAL: COUNTY AUDITOR

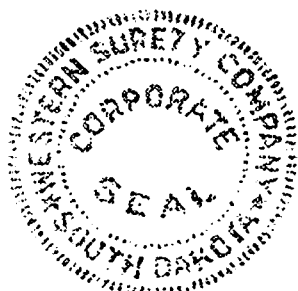
RECEIPT

DATE	4/2/09		No.	045675
RECEIVED FROM	Victor M. Garcia		\$ 50 ⁰⁰	
☐ FOR RENT ☐ FOR	Bond 70499442		DOLLARS	
ACCOUNT		☐ CASH	FROM	
PAYMENT	50 ⁰⁰	☒ CHECK	TO	
BAL. DUE		☐ MONEY ORDER	BY <i>[Signature]</i>	

WESTERN SURETY COMPANY, Inc. briefly
 described as DEPUTY CONSTABLE COUNTY OF HIDALGO
 for VICTOR MANUEL GARCIA
 _____, as Principal,
 in the sum of \$ TWO THOUSAND AND NO/100 Dollars, for the term beginning
April 18, 2009, and ending April 18, 2010, subject to all
 the covenants and conditions of the original bond referred to above.

This continuation is issued upon the express condition that the liability of Western Surety Company under said Bond and this and all continuations thereof shall not be cumulative and shall in no event exceed the total sum above written.

Dated this 24 day of January, 2009.



WESTERN SURETY COMPANY

By

Paul T. Bruflat

Paul T. Bruflat, Senior Vice President

THIS "Continuation Certificate" MUST BE FILED WITH THE ABOVE BOND.



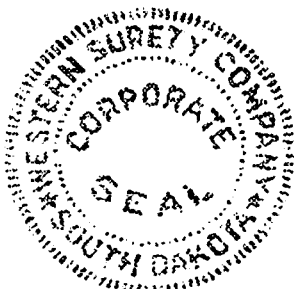
Western Surety Company

CONTINUATION CERTIFICATE

Western Surety Company hereby continues in force Bond No. 70499442 briefly described as DEPUTY CONSTABLE COUNTY OF HIDALGO for VICTOR MANUEL GARCIA, as Principal, in the sum of \$ TWO THOUSAND AND NO/100 Dollars, for the term beginning April 18, 2009, and ending April 18, 2010, subject to all the covenants and conditions of the original bond referred to above.

This continuation is issued upon the express condition that the liability of Western Surety Company under said Bond and this and all continuations thereof shall not be cumulative and shall in no event exceed the total sum above written.

Dated this 24 day of January, 2009.



WESTERN SURETY COMPANY

By

Paul T. Bruflat

Paul T. Bruflat, Senior Vice President

THIS "Continuation Certificate" MUST BE FILED WITH THE ABOVE BOND.

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Paul T. Brulat of Sioux Falls, its regularly elected Senior Vice President, as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One DEPUTY CONSTABLE COUNTY OF HIDALGO

bond with bond number 70499442

for VICTOR MANUEL GARCIA

as Principal in the penalty amount not to exceed: \$2,000.00

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:
Section 7. All bonds, policies, undertakings, powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Senior Vice President with the corporate seal affixed this 24 day of January, 2009.

ATTEST

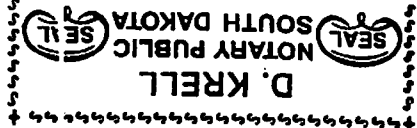
L. Nelson
L. Nelson, Assistant Secretary

By *Paul T. Brulat*
WESTERN SURETY COMPANY
Paul T. Brulat, Senior Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA }
ss

On this 24 day of January, 2009, before me, a Notary Public, personally appeared

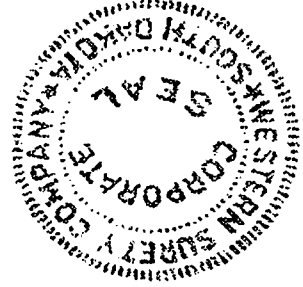
who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Senior Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.



My Commission Expires November 10, 2012

Form F1975-9-2008

Notary Public



AI-15097

13.A.

**Hidalgo County Scholarship
CC REGULAR**

Date: 04/28/2009
Submitted By: Sandra De Leon, COUNTY JUDGE
Submitted For: Cari Lambrecht
Department: COUNTY JUDGE
Agenda Category: County Judge's Office

Information

CAPTION

Resolution in support of a University of Texas-Pan American scholarship for Hidalgo County employees and dependents

BACKGROUND

Fiscal Impact

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

BUDGETARY IMPACT:

Resolution will be submitted to court.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	04/17/2009 08:15 AM	APRV
2	Roland Garcia	Rolando Garcia	04/17/2009 11:11 AM	APRV
3	Auditor's Office		04/24/2009 05:37 PM	NEW

Form Started By: Sandra De Leon
Started On: 04/16/2009 04:19 PM
Final Approval Date: 04/24/2009

AI-15162

13.B.

81st Legislative Session

CC REGULAR

Date: 04/28/2009
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

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

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	04/23/2009 07:51 AM	APRV
2	Roland Garcia	Rolando Garcia	04/24/2009 01:15 PM	APRV
3	Auditor's Office		04/24/2009 05:37 PM	NEW
Form Started By: Erika Reyna			Started On: 04/22/2009 04:53 PM	
Final Approval Date: 04/24/2009				

AI-15200

13.C.

Presentation and Discussion
CC REGULAR

Date: 04/28/2009
Submitted By: Erika Reyna, COUNTY JUDGE
Department: COUNTY JUDGE
Agenda Category: County Judge's Office

Information

CAPTION

Presentation, discussion and possible action relating to the implementation of certain safeguards for improving accountability, transparency and efficiency in county government.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Erika Reyna Started On: 04/24/2009 04:34 PM
Final Approval Date: 04/24/2009

Approval of Subdivision Plats

CC REGULAR

Date: 04/28/2009
Submitted By: Angela Garcia, BUDGET & MANAGEMENT
Submitted For: Raul Segin
Department: BUDGET & MANAGEMENT
Agenda Category: Planning Department

Information

CAPTION

1. Preliminary Approval of Subdivision Plat
 - a. Mascorro Subdivision – Pct. 1 (Raynaldo Mascorro)
2. Final Approval of Subdivision Plat
 - a. Eduardo's No. 6 Subdivision – Pct. 3 (Aniceto Izaguirre)
 - b. Cantu Estates Subdivision – Pct. 1 (Nehemias Cantu)
3. Final Approval of Subdivision Plat with Financial Guarantee
 - a. Wynn Ranches Subdivision – Pct. 4 (Richard Garza)

BACKGROUND

Fiscal Impact

Attachments

Link: [Mascorro - Preliminary](#)
 Link: [Mascorro Plat](#)
 Link: [Eduardo's No 6 - Final](#)
 Link: [Eduardos 6 Plat](#)
 Link: [Cantu Estates - Final](#)
 Link: [Cantu Estates Plat](#)
 Link: [Wynn Ranches - Final w/ Fin.](#)
 Link: [Wynn Ranches Plat](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	04/23/2009 03:14 PM	APRV
2	Dale Kennan	Dale Kennan	04/24/2009 10:19 AM	APRV
3	Auditor's Office		04/24/2009 05:37 PM	NEW
Form Started By: Angela Garcia			Started On: 04/23/2009 02:27 PM	
Final Approval Date: 04/24/2009				



PLANNING DEPARTMENT

County Of Hidalgo

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

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

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

DATE: April 28, 2009

RE: **Mascorro Subdivision– Pct. 1**
Preliminary Approval

Mascorro Subdivision is a two (2) lot subdivision located on the West side of Mile 2 ½ East approximately 3/4 mile North from Mile 8 North Road.

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

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on October 08, 2008. The proposed subdivision lies within a Zone "X" as per FEMA's FIRM.

Sanitary Sewer Services will be provided by Hidalgo County Municipality Utility District No. 1.

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

The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code. Staff comments are attached for your review.

The Hidalgo County Advisory Board convened and recommended **Preliminary Approval** on **April 27, 2009** subject to staff comments, future recommendations by Planning and other departments and the approval from the City of Mercedes.

Name of Subdivision:

Page 1 of 1

1304 S. 25th St. Edinburg, Texas 78539 (956) 318-2840 Fax. (956) 318-2844



PLANNING DEPARTMENT

County Of Hidalgo

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

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

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

DATE: April 28, 2009

RE: **Eduardo's No. 6 Subdivision– Pct. 3**
Final Approval

Eduardo's No. 6 is a forty nine (49) lot subdivision located on the East side of Bentsen Palm Drive and 329 feet South of Mile 10 North Road.

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

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on October 30, 2007. The proposed subdivision lies within Zone "X" as per FEMA's FIRM.

The proposed subdivision plat will dedicate five (5) feet on Bentsen Palm Drive of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Services will be provided by OSSF. Soil Analysis Test were conducted by Aniceto Izaguirre and approved by the Hidalgo County Environmental Health Department. All septic tank systems have been installed, inspected and can be expected to function satisfactorily.

Water Services will be provided by Sharyland Water Supply Corporation. There is an existing six (6) inch waterline on Bentsen Palm Drive that will serve as the primary source of water for the proposed development.

The Subdivision received Preliminary Approval from the Hidalgo County Commissioner's Court on December 05, 2007. The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code.

The Hidalgo County Advisory Board convened and recommended **Final Approval** on **April 27, 2009**.



PLANNING DEPARTMENT

County Of Hidalgo

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

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

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

DATE: April 28, 2009

RE: **Cantu Estates Subdivision – Pct. 1**
Final Approval

Cantu Estates Subdivision is a two (2) lot subdivision located on the East side of FM 493 approximately $\frac{3}{4}$ of a mile North of SH 107.

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

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on December 6, 2007. The proposed subdivision lies within Zone "AH" as per FEMA's FIRM.

The proposed subdivision plat will dedicate twenty (20) feet on FM 493 of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

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

Water Services will be provided by North Alamo Water Supply Corporation. There is an existing six (6) inch waterline on FM 493 that will serve as the primary source of water for the proposed development.

The Subdivision received Preliminary Approval from the Hidalgo County Commissioner's Court on February 20, 2008. The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code.

The Hidalgo County Advisory Board convened and recommended **Final Approval** on **April 27, 2009**.



PLANNING DEPARTMENT

County Of Hidalgo

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

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

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

DATE: April 28, 2008

RE: **Wynn Ranches Subdivision – Pct. 4**
Final Approval with Financial Guarantee

Wynn Ranches Subdivision is a twenty five (25) lot subdivision located North of Alberta Road approximately 1368 feet West of Valverde Road.

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

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

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

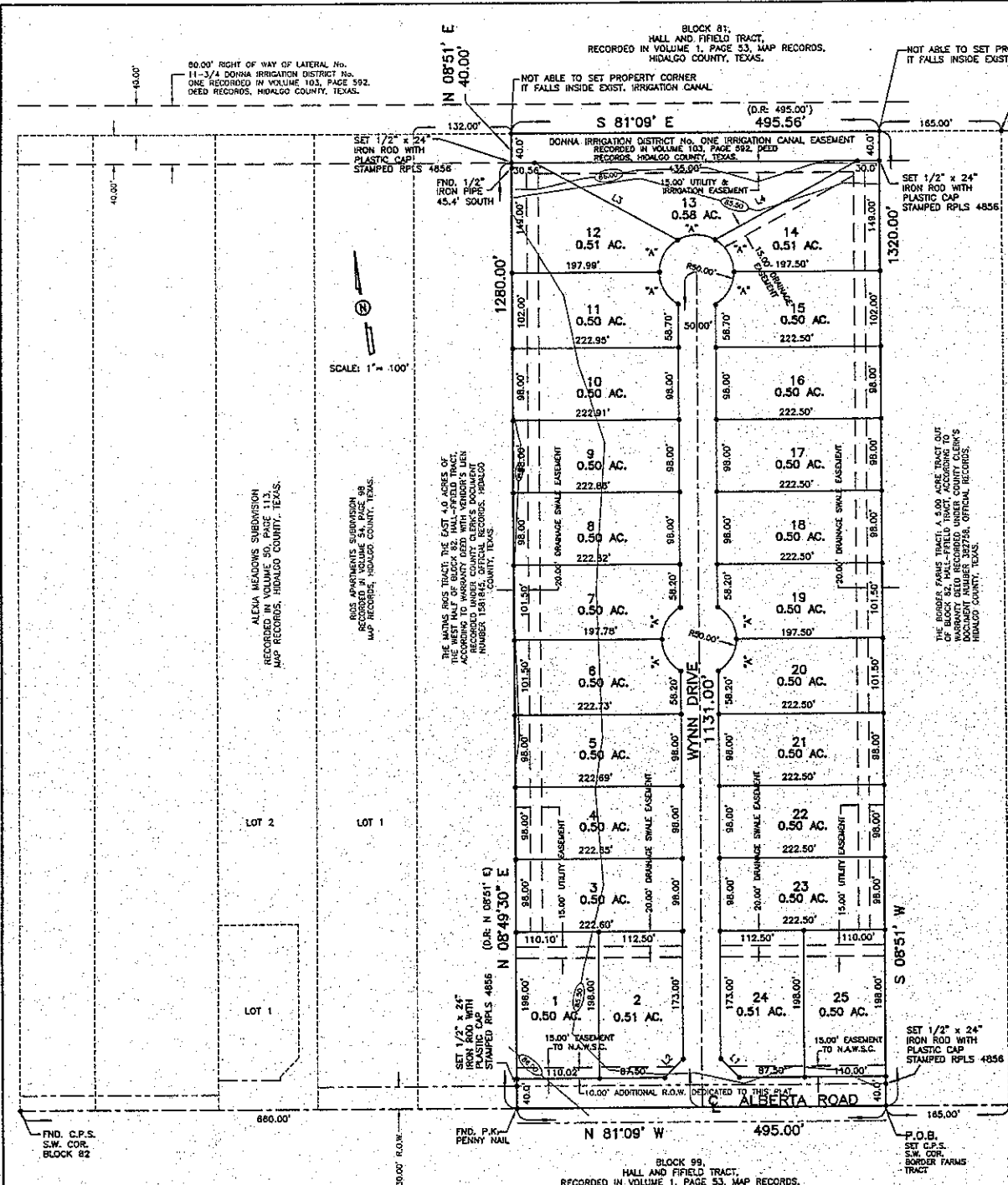
Sanitary Services will be provided by OSSF. Soil Analysis were conducted by Jose Angel Gonzalez and approved by the Environmental Health Department.

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

The subdivision received Preliminary Approval from the Hidalgo County Commissioners Court on January 30, 2008. The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code.

The Subdivider is requesting Final Approval with Financial Guarantee. A Check in the amount of Twenty Five Thousand Dollars was submitted to the Planning Department and deposited into an Escrow Account. The Cash Deposit will be used to secure the funds for the installation of all septic tanks.

The Hidalgo County Advisory Board convened and recommended **Final Approval with Financial Guarantee on April 27, 2009.**



LINE DATA TABLE

LINE	BEARING	LENGTH
1	N 35°09' W	35.36'
2	S 37°51' W	35.36'
3	S 52°24'46" E	219.61'
4	N 70°04'46" E	219.61'

CURVE DATA

CURVE	LENGTH	RADIUS	DELTA
1	52.36'	50.00'	60°00'00"

LOT AREA (S.F.) AREA (AC)

1	21,782.01	0.50
2	21,782.01	0.50
3	21,817.27	0.50
4	21,817.27	0.50
5	21,821.46	0.50
6	21,821.46	0.50
7	21,841.83	0.50
8	21,841.83	0.50
9	21,846.32	0.50
10	21,846.32	0.50
11	21,842.71	0.50
12	21,842.71	0.50
13	22,289.63	0.51
14	22,289.63	0.51
15	22,227.37	0.51
16	22,227.37	0.51
17	21,825.00	0.50
18	21,818.02	0.50
19	21,818.02	0.50
20	21,865.00	0.50
21	21,865.00	0.50
22	21,865.00	0.50
23	21,865.00	0.50
24	21,865.00	0.50
25	21,865.00	0.50

PLAT NOTES AND RESTRICTIONS:

- 1. FLOOD ZONE STATEMENT: FLOOD ZONE DESIGNATION: ZONE "C" AREAS OF MINIMAL FLOODING. (NO SHADING). COMMUNITY-PANEL No. 480334 0425 C EFFECTIVE DATE: NOVEMBER 18, 1982. THE AREAS WITHIN THE DRAINAGE EASEMENTS AND THE PROPOSED STREET RIGHT-OF-WAY ARE WITHIN THE 100-YEAR FLOOD PLAIN. THE SUBDIVISION IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL/MULTIFAMILY USE. B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY. C. SEWAGE SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT. D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCEPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM. E. APPROVED "OSS" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPANCY A LOT.
- 2. MINIMUM BUILDING SETBACK LINES: FRONT 25.00 FEET REAR 40.00 FEET OR EASEMENT WHICHEVER IS GREATER CORNER SIDE 15.00 FEET OR EASEMENT WHICHEVER IS GREATER IN ALL CASES.
- 3. GENERAL NOTE FOR SINGLE FAMILY RESIDENCES: NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. (ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHAL APPROVAL). APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPANCY OF THE LOT.
- 4. MINIMUM FINISH FLOOR NOTE: MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CURB OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.
- 5. BENCHMARK NOTE: THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS: B.M. No. 1 - 38.60 TOP OF C.P.S. SET LOCATED ON THE SOUTHEAST CORNER OF THIS SUBDIVISION. N.A.V.D. 88 DATUM.
- 6. DRAINAGE: IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO OBTAIN A TOTAL OF 28,123.00 CUBIC FEET (0.64 ACRES) OF STORM WATER RUNOFF, DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS: SEE DRAINAGE REPORT ON SHEET No. 3.
- 7. DRAINAGE SWALE EASEMENTS NOTE: NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY DRAINAGE SWALE EASEMENT. EACH DRAINAGE SWALE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION OF THE DRAINAGE SWALE EASEMENT. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SWALE.

INDEX TO SHEETS

- SHEET 1 - HEADLINE INDEX LOCATION MAP AND ITS PRINCIPAL CONTACTS: MAP, LOT, STREETS, AND EASEMENT LAYOUT; DESCRIPTION (METES AND BOUNDS); SURVEYOR'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, ENGINEER'S CERTIFICATION, ATTESTATION; HIDALGO COUNTY JUDGE CERTIFICATION; COUNTY CLERK'S RECORDING CERTIFICATE; H.C.D.D. NO. 2 IRRIGATION DISTRICT AND HIDALGO COUNTY HEALTH DEPARTMENT CERTIFICATE; HIDALGO COUNTY RIGHT OF WAY DEPT CERTIFICATE AND H.C.D.D. #1 CERTIFICATION, & REVISION NOTES.
- SHEET 2 - ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER/OSS AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION) AND SUBDIVISION CERTIFICATE AND STATEMENT.
- SHEET 3 - DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND DRAINAGE SWALES, MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEERING CERTIFICATION REVISION NOTES.

HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF (WYNN RANCHES SUBDIVISION) WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON _____ DATE _____

HIDALGO COUNTY RIGHT OF WAY DIRECTOR _____ DATE _____

SUBDIVISION PLAT OF: WYNN RANCHES SUBDIVISION

A 15.01 ACRE TRACT OF LAND OUT OF THE EAST 20.0 ACRES OF BLOCK 82, HALL FIELD SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 53, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 398681, AND WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 458137, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS

A 15.01 ACRE TRACT OF LAND OUT OF THE EAST 20.0 ACRES OF BLOCK 82, HALL FIELD SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 53, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 398681, AND WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 458137, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A COTTON PICKER SPINDLE SET ON THE SOUTH LINE OF BLOCK 82 AND IN THE CENTERLINE OF ALBERTA ROAD FOR THE SOUTHWEST CORNER OF THE BORDER FARMS TRACT (A 5.0 ACRE TRACT OUT OF BLOCK 82, HALL FIELD TRACT, ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 382758, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND THE SOUTHEAST CORNER OF THIS TRACT.

THENCE: N 81°09' W, ALONG THE SOUTH LINE OF BLOCK 82 AND THE CENTERLINE OF ALBERTA ROAD, A DISTANCE OF 495.00 FEET TO A 50 PENNY NAIL FOUND FOR THE SOUTHEAST CORNER OF THE MATIAS ROS TRACT (THE EAST 4.0 ACRES OF THE WEST HALF OF BLOCK 82, HALL FIELD TRACT, ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1581845, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND THE SOUTHWEST CORNER OF THIS TRACT.

THENCE: N 08°49'30"E (DEED RECORDS: N 08°51'E), ALONG THE EAST LINE OF THE MATIAS ROS TRACT, PASSING A 1/2" IRON ROD FOUND AT 20.00 FEET FOR THE NORTH RIGHT OF WAY LINE OF ALBERTA ROAD, A DISTANCE OF 1,280.00 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET.

THENCE: N 08°51'E, ALONG THE EAST LINE OF THE MATIAS ROS TRACT, A DISTANCE OF 40.00 FEET TO A POINT ON THE NORTH LINE OF BLOCK 82 FOR THE NORTHEAST CORNER OF SAID TRACT AND THE NORTHEAST CORNER OF THIS TRACT.

THENCE: S 08°51'W, ALONG THE WEST LINE OF THE BORDER FARMS TRACT, PASSING A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET AT 1,300.00 FEET FOR THE NORTH RIGHT OF WAY LINE OF ALBERTA ROAD, A TOTAL DISTANCE OF 1,320.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 15.01 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH ALEXIA MEADOWS SUBDIVISION, RECORDED IN VOLUME 50, PAGE 113, MAP RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS COUNTY OF HIDALGO

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



ALFONSO QUINTANILLA R.P.L.S. No. 4856 DATE _____

ON-SITE SEWAGE FACILITIES (OSS) NOTE:

- THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVISION IS RESPONSIBLE FOR PROVIDING AN OSS ON ALL LOTS.
- A OSS SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL/MULTIFAMILY USE.
- B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.
- C. OSS SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.
- D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCEPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE DRAINFIELD SYSTEM.
- E. APPROVED "OSS" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPANCY A LOT.

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

OWNER: GARCIA, LITO. BY: RICHARD A. GARZA, PRESIDENT. THE OWNER & SUBDIVIDER OF WYNN RANCHES SUBDIVISION

RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSS ON THE LOT AS DESCRIBED ON SHEET No. 3 OF THIS PLAT.

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

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

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

14. LEGEND - DENOTES 1/2" X 24" IRON ROD SET WITH PLASTIC CAP STAMPED RPLS 4856, UNLESS OTHERWISE NOTED.

15. LOTS 2 & 24 SHALL NOT HAVE ACCESS/DRIVEWAY ONTO ALBERTA ROAD UNLESS SAID LOTS ARE DESIGNATED FOR COMMERCIAL USE.

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

HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF (WYNN RANCHES SUBDIVISION) WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____ DATE _____

HIDALGO COUNTY ASSISTANT CHIEF INSPECTOR _____ DATE _____

REVISION NOTES

No.	Sheet	Revision	Date	Approved

QUINTANILLA, HEADLEY AND ASSOCIATES, INC. CONSULTING ENGINEERS LAND SURVEYORS. 124 E. STUBBS ST. EDINBURG, TEXAS 78539. PHONE 508-351-0480 FAX 508-351-0527

STATE OF TEXAS COUNTY OF HIDALGO OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION. I, RICHARD A. GARZA, PRESIDENT OF GARCIA MANAGEMENT, L.L.C. GENERAL PARTNER OF GARCIA LTD., OWNER OF THE 15.01 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED WYNN RANCHES SUBDIVISION, HEREBY DEDICATE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREIN. I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 231.032 AND 231.033 AND 231.034. (A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS. (B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS. (C) ELECTRIC CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS. (D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS. I ATTEST THAT THE MATTERS REFERRED TO IN THIS PLAT ARE TRUE AND COMPLETE. 2/26/09 DATE. RICHARD A. GARZA, PRESIDENT. GARCIA MANAGEMENT, L.L.C. BY: RICHARD A. GARZA, PRESIDENT.

STATE OF TEXAS COUNTY OF HIDALGO BEFORE ME, the undersigned notary public, on this day personally appeared RICHARD A. GARZA, PRESIDENT OF GARCIA MANAGEMENT, L.L.C. GENERAL PARTNER OF GARCIA LTD., provided to me through his Texas Department of Public Safety Driver License to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, declared that the statements therein are true and correct and acknowledged that he executed the same for the purposes and consideration thereby expressed. Given under my hand and seal of office this 26th day of FEBRUARY, 2009.

LYLA A. QUINTANILLA Notary Public, State of Texas My Commission Expires July 23, 2012. [Signature] LYLA A. QUINTANILLA - NOTARY PUBLIC

RIGHT OF WAY EASEMENT. KNOW ALL MEN BY THESE PRESENTS, that the undersigned, owners of the property shown on this plat, their successors, assigns, and transferees (hereinafter called "Grantor" whether one or more persons are named), in consideration of one dollar (\$1.00) and other good and valuable consideration paid by Alexis Meadows (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to the said Grantee, his successors, and assigns, an easement perpetual easement with the right to erect, construct, install and thereafter use, operate, repair, replace, maintain, replace, and remove water distribution lines and appurtenances over and across the lands shown on this plat, together with the right of ingress and egress over Grantor's adjacent lands of the purposes for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement, herein conveyed except that when the pipeline is installed, the easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline installed.

In the event the easement hereby granted abuts on a public road and the city, county or state hereafter widens or relocates the public road so as to require the relocation of this water line as installed, Grantor (whether grantor to Grantee or additional easement over and across the land shown on this plat for the purpose of improvement, which easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as relocated.

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

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of the Federal Financial Institutions Reform, Extension and Modernization Act of 1981, and the regulations issued thereunder for the use of the above-described lands and that said lands are free and clear of all encumbrances and liens except the following:

IN WITNESS WHEREOF the said Grantor executed this instrument on this 26th day of FEBRUARY, 2009. [Signature] OWNER: GARCIA, LITO. BY: RICHARD A. GARZA, PRESIDENT.

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

WE, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF THE WYNN RANCHES SUBDIVISION, WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____ DATE _____

Hidalgo County Judge _____ Date _____ Attest: Hidalgo County Clerk _____ Date _____

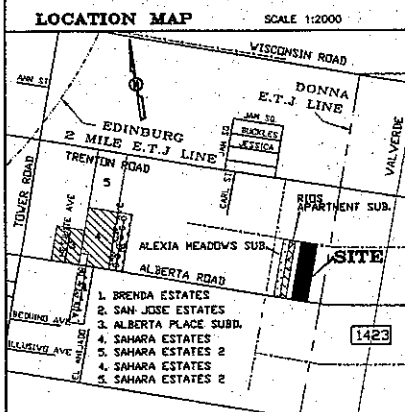
THIS PLAT APPROVED BY DONNA IRRIGATION DISTRICT ON THIS 13th DAY OF March, 2009. [Signature] PRESIDENT. [Signature] SECRETARY.

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

Professional Engineer Seal for Alfonso Quintanilla, State of Texas, No. 95334.

Professional Engineer Seal for Arturo Guajardo, Jr., State of Texas, No. 95334.

FILED FOR RECORD IN HIDALGO COUNTY ARTURO GUAJARDO, JR. HIDALGO COUNTY CLERK. ON _____ AT _____ AM/PM INSTRUMENT NUMBER _____ OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS BY: _____ DEPUTY



NOTE: HIDALGO COUNTY DRAINAGE DISTRICT No. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS CODE No. 49.211(16). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON THE GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT No. 1 BY: _____

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY. WYNN RANCHES SUBDIVISION, IS LOCATED IN MIDDLE HIDALGO COUNTY ON THE NORTH SIDE OF ALBERTA ROAD AND ON THE EAST SIDE OF VAL-VERDE ROAD APPROXIMATELY 1.500 FEET WEST FROM SAID INTERSECTION. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF EDINBURG. ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF DONNA (POPULATION 15,848), WYNN RANCHES SUBDIVISION, LIES APPROXIMATELY 4.3 MILES FROM THE CITY LIMITS AND IT IS NOT WITHIN THE CITY'S TWO-MILE EXTRA-TERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.021 AND LIES IN PCT. 4.

PRINCIPAL CONTACTS:

Name	Address	City & Zip	Phone	Fax
OWNER: GARCIA, LITO. BY: RICHARD A. GARZA, PRESIDENT.	3910 W. FREDDY GONZALEZ	EDINBURG, TEXAS, 78540	(956)383-6285	(956)381-9221
ENGINEER: ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381-6480	(956)381-0527
SURVEYOR: ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX 78539	(956)381-6480	(956)381-0527

AI-15056

15.A.

**OCDETF Overtime Agreement
CC REGULAR**

Date: 04/28/2009
Submitted By: Emilia Uriegas, SHERIFF DEPT.
Submitted For: Anacleto Martinez
Department: SHERIFF DEPT.
Agenda Category: Sheriff's Office

Information

CAPTION

Sheriff's Office OCDETF- (1284)

1. Approval of agreement between the Organized Crime Drug Enforcement Task Force (OCDETF) and the Hidalgo County Sheriff's Office for the overtime program.
2. Approval of Certification of Revenues for the OCDETF cooperative agreement.
3. Approval to appropriate funding of \$7,000.00 in reference to investigation number SW-TXS-0662.

BACKGROUND

Funding is for the period of 05/01/09 to 09/30/09.

Fiscal Impact

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Expenses relating to the fringe benefits for the overtime hours are to be charged to the Sheriff's Office Budget Account (Number 9-1100-421-00-280-001-0-XXX).

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Estimated fringe benefits to be charged to general fund - \$1,377.60

Attachments

Link: [ocdetf.agreement](#)

Link: [budget](#)

Link: [Certification of revenues](#)

Link: [BACKUP](#)

Form Routing/Status

Route Seq Inbox

Approved By

Date

Status

1

Anacleto Martinez

Anacleto Martinez 04/22/2009 03:25 PM

APRV

2	Budget & Management	Veronica Lopez	04/22/2009 03:40 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	04/23/2009 04:01 PM	APRV
4	Auditor's Office		04/24/2009 05:37 PM	NEW

Form Started By: Emilia Uriegas

Started On: 04/15/2009 03:38 PM

Final Approval Date: 04/24/2009

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES

**Agreement
FOR THE USE OF THE STATE AND LOCAL
OVERTIME AND AUTHORIZED EXPENSE / STRATEGIC INITIATIVE
PROGRAM**

Federal Tax Identification #: 74-6000717

DC#: _____

Amount Requested:

\$ 7,000.00

Number of Officers Listed: 1

From: 05-01-2009

Beginning Date of Agreement

To: 09-30-2009

Ending Date of Agreement

State or Local Agency

Narcotics Supervisor: Rudy Espinoza

Telephone Number: 956-383-8114

E-mail Address: Rodolfo.Espinoza@hidalgo
so.org

Fax Number: 956-393-6179

OCDETF Investigation / Strategic Initiative

Number: SW-TXS-0662

Federal Agency Investigation

Number: M5-09-0086

State or Local Agency Name and Address:

Hidalgo County Sheriff's Office

Sheriff Guadalupe Trevino

711 El Cibolo Road

Edinburg, Texas 78539

Sponsoring Federal Agency
Group/Squad Supervisor:

GS Rudy

Maldonado

Telephone Number:

956-992-8427

E-mail Address:

Rudy.Maldonado@usdoj.
gov

Sponsoring Federal Agency(ies):

Drug Enforcement Administration

Please provide the name, telephone number and e-mail address for the administrative or financial staff person at the state or local agency, who is directly responsible for the billings under this Reimbursement Agreement:

Name: Rossana Schettino, Grant Accountant

Telephone Number: 956-318-2511 Ext. 4673

E-mail Address: Rossana.schettino@auditor.co.hidalgo.tx.us

Fax Number: 956-318-2577

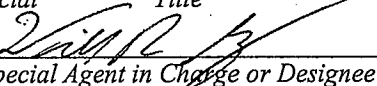
This agreement is between the above named State or Local law enforcement agency and the Organized Crime Drug Enforcement Task Forces (OCDETF) Program. This agreement shall be effective when signed by an authorized State or Local agency official, the sponsoring Federal Agency Special Agent-In-Charge, sponsoring Agency Regional OCDETF Coordinator, and the Assistant United States Attorney Regional OCDETF Coordinator.

1. It is agreed that the State or Local law enforcement officers named on this agreement will assist in OCDETF investigations, Strategic Initiatives and prosecutions as set forth in the Organized Crime Drug Enforcement Task Forces State and Local Overtime and Authorized Expense / Strategic Initiative Programs, Policies and Procedures Manual, October, 2008.
1. No individual agreement with a State or Local department may exceed \$20,000, and the cumulative amount of OCDETF State and Local overtime monies that may be expended on a single OCDETF investigation or Strategic Initiative in a single fiscal year may not exceed \$30,000 without express prior approval from the OCDETF Executive Office. The OCDETF Executive Office will entertain requests to exceed these funding levels in particular cases. Please submit a written request including justification approved by the AUSA Regional Coordinator to the OCDETF budget officer when seeking to exceed the above stated funding levels.
3. Each Reimbursable Agreement will be allowed no more than six (6) modifications per year. In addition, if the funds for a particular agreement are completely deobligated with the intention of closing that agreement, it will not count as a modification for purposes of this policy. These amendments or changes must be transmitted by a memorandum approved and signed by the AUSA Regional OCDETF Coordinator or designee for the region and forwarded to the OCDETF Executive Office.
4. If an Agreement does not have any activity during the last ninety (90) days, the funds shall automatically be deobligated. The OCDETF Executive Office will assist with the monitoring of the aging Agreements. Further, if a State or Local agency indicates that it is no longer performing work under a particular Agreement, the State and Local Overtime Procedures Manual requires that a modification memorandum identifying the amount to be deobligated be submitted to the OCDETF Executive Office within five (5) working days of determining that no work is being performed.
5. The State and Local law enforcement agency is to provide monthly billing estimates or activity upon request.
6. The State or Local law enforcement agency agrees to provide experienced drug law enforcement officers who are identified in this agreement to work on the specified OCDETF investigation or Strategic Initiative. Any change in law enforcement officers assigned must be agreed to by all approving officials.
7. Officers who are not deputized shall possess no law enforcement authority other than that conferred by virtue of their position as a commissioned officer of their parent agency.
8. Officers who are deputized may possess Federal law enforcement authority as specified by the agency affording the deputation.

9. Any State or Local officers assigned to an OCDETF investigation or Strategic Initiative in accordance with this agreement are not considered Federal employees and do not take on the benefits of Federal employment by virtue of their participation in the investigation or Strategic Initiative.
10. OCDETF and the sponsoring Federal law enforcement agency(ies) for the approved OCDETF investigation or Strategic Initiative will provide to the assigned State/Local officers the clerical, operational and administrative support that is mutually agreed to by the parties to this agreement.
11. Officers assigned to OCDETF investigations or Strategic Initiatives must work full-time on the investigation(s) or Strategic Initiative(s) in order to be paid overtime. In order to satisfy the "full-time" requirement, a law enforcement officer must work forty (40) hours per week or eight (8) hours per day on a single or multiple OCDETF investigation(s) or Strategic Initiative(s). Any established exceptions or waivers to this definition shall be requested by the Regional Coordination Group and attached as Addendum A to the Agreement. [The parent State or Local agency must pay the base salary of its officers. In the event officers must work overtime on an OCDETF investigation or Strategic Initiative, the OCDETF Program will reimburse the parent State or Local law enforcement agency for a limited amount of those overtime costs.] The agency is responsible for paying its law enforcement officer(s) for their overtime, travel and per diem expenses. To ensure proper and complete utilization of OCDETF overtime and expense allocations, reimbursement claims must be submitted monthly on the OCDETF Reimbursement Request Form. The OCDETF Executive Office may refuse payment on any reimbursement request that is not submitted to the OCDETF Regional Coordination Group within thirty (30) days of the close of the month in which the overtime was worked.
12. Analysis of reimbursement claims by the Regional Coordination Group may result in a modification of the obligation of funds contained within this agreement as well as the time period covered. The agency affected by any such modification will be telephonically advised ten (10) business days in advance of such modification with follow-up confirmation in writing.
13. Overtime payments, in any event, may not, on an annual per person basis, exceed 25% of the current approved Federal salary rate in effect at the time the overtime is performed. The State or Local agency is responsible for ensuring that this annual payment is not exceeded. The field office of the sponsoring Federal agency and the sponsoring Agency Regional OCDETF Coordinator also will monitor these payments.
14. The overtime log must be attached to the reimbursement request when submitting the monthly invoices. The Sponsoring Federal Agency Supervisory Special Agent and the State or Local official authorized to approve the Reimbursement Request must certify that only authorized expenses are claimed and that overtime has not exceeded 25% of the current Federal salary rate in effect at the time the overtime was worked.
15. Under no circumstances will the State or Local agency charge any indirect costs for the administration or implementation of this agreement.

16. The State or Local agency shall maintain complete and accurate records and accounts of all obligations and expenditures of funds under this agreement for a period of six (6) years and in accordance with generally accepted accounting principles to facilitate inspection and auditing of such records and accounts.
17. The State or Local agency shall permit examination and auditing by representatives of the OCDETF Program, the sponsoring Federal agency(ies), the U.S. Department of Justice, the Comptroller General of the United States, and/or any of their duly-authorized agents and representatives, of any and all records, documents, accounts, invoices, receipts, or expenditures relating to this agreement.
18. The State or Local agency will comply with Title VI of the Civil Rights Act of 1964 and all requirements applicable to OCDETF agreements pursuant to the regulations of the Department of Justice (see, e.g., 28 C.F.R. Part 42, Subparts C and G; 28 C.F.R. 50.3 (1991)) relating to discrimination on the grounds of race, color, sex, age, national origin or handicap.
19. This agreement may be terminated by any of the parties by written notice to the other parties ten (10) business days prior to termination. Billing for outstanding obligations shall be received by OCDETF within thirty (30) days of the notice of termination.
20. The Debt Collection Improvement Act of 1996 requires that most payments made by the Federal government, including vendor payments, must be made by electronic funds transfer (EFT). In accordance with the act, all OCDETF reimbursement payments will be issued via EFT. All participating State and Local agencies must complete and submit the attached EFT form. The OCDETF Executive Office must receive one EFT form from each participating agency or police department prior to processing their reimbursement payments. In certain circumstances the OCDETF Executive Office may make exceptions for agencies that are unable to accept this form of payment, however, such agencies must include written justification in the addendum of each new agreement.
21. All changes made to the original agreement must be approved by the OCDETF Executive Office and initialed by the Executive Assistant of the Regional Coordination Group making the revision. The AUSA Regional OCDETF Coordinator or designee must initial all funding changes.
22. The Regional Coordination Group is responsible for identifying and implementing any additional policy requirements, as needed, for its specific region. Those regional policies will be documented in the Addendum B and attached to the approved Agreement. The Agencies are agreeing to adhere to these additional requirements and must have written approval by the Regional Coordination Group for any exceptions to the regional policies.

This agreement is not a contract or obligation to commit Federal funds in the maximum amounts projected. Funding allocations for the time period set forth and agreed to herein represent projections only and are based upon consultation between the sponsoring Federal agency and the State or Local law enforcement agency. They are, therefore, subject to modification by OCDETF based upon the progress and needs of the OCDETF investigation or Strategic Initiative. Additionally, resources are contingent upon the availability of funds per the approval and signature of the AUSA Regional OCDETF Coordinators obligating authority. The OCDETF Executive Office will verify and accept that all the terms and conditions of the agreement have been met.

Approved By:	 <u>Guadalupe "Lupe" Trevino</u>	Sheriff	<u>4-9-09</u>
	<i>Authorized State or Local Official</i>	<i>Title</i>	<i>Date</i>
Approved By:	 <u>Will R. Glaspy, ASAC</u>		<u>4-13-09</u>
	<i>Sponsoring Federal Agency Special Agent in Charge or Designee</i>		<i>Date</i>
Approved By:	<i>Sponsoring Agency Regional OCDETF Coordinator</i>		<i>Date</i>
Approved By:	<i>Assistant United States Attorney Regional OCDETF Coordinator</i>		<i>Date</i>

Funds are encumbered for the State/Local Agency overtime costs and authorized expenses / Strategic Initiative Programs specified above. **Subject to availability of funds.**

Accepted By:	<i>OCDETF Executive Office</i>	<i>Date</i>

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES
STATE OR LOCAL LAW ENFORCEMENT OFFICERS
ASSIGNED TO PARTICIPATE IN THE STATE AND
LOCAL OVERTIME AND AUTHORIZED EXPENSE / STRATEGIC
INITIATIVE PROGRAMS

State or Local Agency: Hidalgo County Sheriff's Office

OCDETF Investigation / Strategic Initiative Number: SW-TXS-0662

The law enforcement officers listed below will assist with the above identified OCDETF investigation or Strategic Initiative. Any modification of the list of law enforcement officers must be agreed to in writing by all of the parties to this Agreement, made a part of the Agreement, and forwarded to the OCDETF Executive Office.

	<u>NAME</u>	<u>TITLE/RANK</u>	<u>DOB</u>
1.	Jorge E. Alvarez	Senior Deputy 1	07-09-1968
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

Addendum A

Definition of "Full-Time Participation"

Any Other Exceptions or Justifications

Addendum B

Identification of Additional Policy Requirements

**ACH VENDOR/MISCELLANEOUS PAYMENT
ENROLLMENT FORM**

PAYEE/COMPANY INFORMATION (Include State and Local agency name as written on agreement cover sheet)

Name: Hidalgo County Sheriff's Office	
Address: 100 East Cano, 3rd Floor, Edinburg, Texas 78539	
Taxpayer ID Number: 746000717	
Contact Person Name: Norma G. Garcia	Telephone Number: 956-318-2506

FINANCIAL INSTITUTION INFORMATION

Bank Name: First National Bank
Nine-Digit ABA Routing Transit Number: 114921415
Depositor Account Number: 14009463
Type of Account: (checking/savings) Checking

Please return with the Reimbursable Agreement

The Debt Collection Improvement Act of 1996 requires that most payments made by the Federal government, including vendor payments, must be made by electronic funds transfer (EFT). A benefit of receiving payments by EFT is that your funds are directly deposited to your account at a financial institution and are available to you on the date of payment.

If you have any question regarding the delivery of remittance information, please contact the financial institution (bank) where your account is held.

If you have any question on the completion of this form, please contact the OCDETF State and Local EFT Coordinator at 202-514-1860

To inquire about a bill please contact: <http://fmsapps.treas.gov/paid/PAIDfaq.asp>



U.S. Department of Justice

Office of the Deputy Attorney General

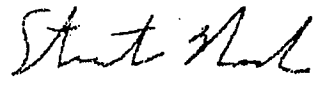
Associate Deputy Attorney General
Director for the Organized Crime Drug Enforcement Task Forces

Washington, D.C. 20530

September 16, 2008

MEMORANDUM

To: OCDETF AUSA Regional Coordinators
OCDETF Agency Coordinators
OCDETF Executive Assistants

From: Stuart G. Nash 
Associate Deputy Attorney General
Director, OCDETF

Subject: Change to the OCDETF State and Local Overtime Rate for Law Enforcement Officers - Effective October 1, 2008

The Executive Office of OCDETF has updated the Federal rate for the State and Local Overtime Program. The State and Local law enforcement officers can earn up to 25% of a 2008 GS 12, Step 1 (\$65,315) which is \$16,328.75 for the upcoming fiscal year 2009. The cap will not be modified during FY2009, even if other pay adjustments are provided to federal employees on or after January 1, 2009.

The Regional Coordination Group is responsible for monitoring and enforcing this cap including overtime amounts paid to State and Local Officers by other Federal sources if reported on their Overtime Logs.

Thank you in advance for your compliance. If you have any questions regarding the enclosed, please contact OCDETF Deputy Director, Tom Padden, or Budget Director, Peter Maxey, at 202-514-1860.

Attachments

cc: Washington Area Representatives

DATE: April 15, 2009
DEPARTMENT HEAD: Guadalupe "Lupe" Trevino
DEPARTMENT NAME: OCDETF SW-TXS-0662--Overtime
ACCOUNT NUMBER: 9-1284-421-00-280-061-9-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
9-1284-421-00-280-061-9-131	Overtime	7,000.00

	TOTAL APPROPRIATIONS	<u><u>7,000.00</u></u>
9-1284-331-10-280-061-9-000	Organized Crime Drug Enforcement Task Force (OCDETF)	<u>7,000.00</u>
	TOTAL REVENUES	<u><u>7,000.00</u></u>

REASON: To appropriate budget for overtime hours of the officer assigned to OCDETF investigations.

Grant Period: 05/01/09 to 09/30/09

Note: Expenses relating to fringe benefits for the overtime hours are to be charged to the Sheriff's Office Budget Account (Number 9-1100-421-00-280-001-0-XXX).

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

COUNTY of HIDALGO



HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243

PHONE: (956) 318-2511

FAX: (956) 318-2577

WEBSITE: www.co.hidalgo.tx.us/auditor

EDINBURG, TEXAS 78539

April 16, 2009

The Honorable JD Salinas, Hidalgo County Judge
The Honorable Sylvia Handy, Commissioner, Precinct No. 1
The Honorable Hector "Tito" Palacios, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Oscar L. Garza, Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.0706 SPECIAL BUDGET FOR GRANT OR AID MONEY:

The county auditor shall certify to the commissioners court the receipt of all public or private grant or aid money that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court shall adopt a special budget for the limited purpose of spending the grant or aid money for its intended purpose.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of the following grant award from the Organized Crime Drug Enforcement Task Forces (OCDETF) Program. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT
\$7,000.00

GRANT
SW-TXS-0662 OCDETF Investigation/Strategic Initiative

CERTIFIED BY:


Raymundo Eufracio, CPA
Hidalgo County Auditor

4/16/09
Date

HIDALGO COUNTY
BUDGET OFFICE
2009 APR 16 AM 10 34

HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ, JR.
JUDGE, 92ND D.C.

RODOLFO DELGADO
JUDGE, 93RD D.C.

J. R. "BOBBY" FLORES
JUDGE, 139TH D.C.

ROSE GUERRA REYNA
JUDGE, 206TH D.C.

JUAN R. PARTIDA
JUDGE, 275TH D.C.

MARIO E. RAMIREZ, JR.
JUDGE, 332ND D.C.

NOE GONZALEZ
JUDGE, 370TH D.C.
OVERSEER

LETICIA LOPEZ
JUDGE, 389TH D.C.

AIDA SALINAS FLORES
JUDGE, 398TH D.C.

ISRAEL RAMON, JR.
JUDGE, 430TH D.C.

JESSE CONTRERAS
JUDGE, 449TH D.C.

rosalinda

From: rey salazar [rey.salazar@co.hidalgo.tx.us]
Sent: Monday, April 20, 2009 8:41 AM
To: 'rosalinda'
Subject: FW: OCDETF Overtime (SW-TXS-0662)

FYI.....

Reynaldo Salazar
Senior Planning Analyst
Department of Budget and Management
2818 South Business Hwy. 281, Administrative Building
Edinburg, Tx. 78539
(956) 292-7025 Phone
(956) 292-7035 Fax

From: Bryant, Jessie M [mailto:Jessie.M.Bryant@usdoj.gov]
Sent: Monday, April 20, 2009 8:12 AM
To: Emilia Uriegas
Cc: rey.salazar@co.hidalgo.tx.us; Maldonado, Rudy
Subject: RE: OCDETF Overtime (SW-TXS-0662)

The only amount that should be listed on the reimbursement is the actual overtime rate. We only calculate the rate times the hours.

-----Original Message-----

From: Emilia Uriegas [mailto:emilia.riegas@hidalgo.org]
Sent: Thursday, April 16, 2009 11:53 AM
To: Bryant, Jessie M
Cc: rey.salazar@co.hidalgo.tx.us
Subject: OCDETF Overtime (SW-TXS-0662)

Ms. Bryant:

Ref: \$7,000.00 Overtime Amount on OCDETF Investigation No. SW-TXS-0662

A concern brought to our attention by the Department of Budget and Management, Hidalgo County, is whether the above referenced amount would include the fringe benefits attributed to the overtime hours.

The request for this information is to avoid future auditing issues. All forms of compensation (including overtime) to employees of Hidalgo County incur fringe benefits (Health and Life Insurance, FICA, Retirement, Unemployment Compensation, and Workers' Compensation).

Please forward your response to me via email as I will be forwarding your response to the Department of Budget and Management. This will enable our office in placing this item on Commissioners' Court agenda for approval purposes.

If you have any questions, do not hesitate to call me.

Thank you.

Emilia Uriegas
Auditor
Hidalgo County Sheriff's Office.

Phone: (956) 393-6028
Fax: (956) 393-6027
emilia.riegas@hidalgo.org

4/23/2009

AI-15020

15.B.

**DEA Overtime
CC REGULAR**

Date: 04/28/2009
Submitted By: Emilia Uriegas, SHERIFF DEPT.
Submitted For: Anacleto Martinez
Department: SHERIFF DEPT.
Agenda Category: Sheriff's Office

Information

CAPTION

Sheriff's Dept. DEA (1284):

1. Approval for acceptance of cooperative agreement between the Hidalgo County Sheriff's Office and the U.S. Department of Justice, Drug Enforcement Administration .
2. Approval of Certification of Revenues by the County Auditor for the DEA cooperative agreement for overtime.
3. Approval of appropriation of funds in the amount of \$16,328.75.

BACKGROUND

Funding of overtime hours for the officer from the Hidalgo County Sheriff's Office assigned to the McAllen DEA HIDTA Initiative.

Funding terminates 09/30/09.

Fiscal Impact

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Fringe benefits attributed to the overtime hours are to be charged to the Sheriff's Office Budget (Account Number 9-1100-421-00-280-001-0-XXX).

Revenue Acct: 9-1284-331-10-280-060-9-000

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Estimated fringe benefits to be charged to general fund - \$3,213.49

Attachments

Link: [dea.notice](#)

Link: [dea.budget](#)

Link: [Certification of Revenues](#)

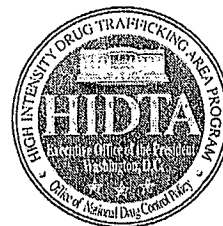
Link: [back-up](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	04/14/2009 05:48 PM	APRV
2	Budget & Management	Veronica Lopez	04/15/2009 08:38 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	04/20/2009 03:56 PM	APRV
4	Auditor's Office		04/24/2009 05:37 PM	NEW
Form Started By: Emilia Uriegas			Started On: 04/14/2009 04:14 PM	
Final Approval Date: 04/24/2009				



SOUTHWEST BORDER - SOUTH TEXAS HIDTA
8600 WURZBACH ROAD, SUITE 802
SAN ANTONIO, TEXAS 78240
TELEPHONE-(210) 692-1532
FACSIMILE- (210) 692-1891



April 6, 2009

Will R. Glaspy
Assistant Special Agent in Charge
Drug Enforcement Administration
1200 North Commerce Center
McAllen, TX 78240

Dear Mr. Glaspy,

Reference is made to your letter dated December 19, 2009, whereby you request funding for overtime pay for a Task Force Officer from the Hidalgo County Sheriff's Office (HCSO) under the McAllen DEA HIDTA Initiative. On February 3, 2009, the South Texas HIDTA Executive Committee authorized the requested overtime funding in the amount of \$16,328.75. The STX Director's Office is currently in the process of reprogramming this amount. You are hereby authorized to commence expending overtime allotments as needed. You are reminded that the maximum Federal grant overtime for individual personnel shall not exceed the lower of the applicable local regulations of the HCSO, or 25% of the Federal GS-12 Step 1 pay scale for Federal law enforcement officers ("Rest of U.S."), in any 12-month period.

Please contact me should you have any questions or comments regarding this matter.

Respectfully,

A handwritten signature in black ink, appearing to read "Rick Saldana".

Rick Saldana
Deputy Director
South Texas HIDTA

**COOPERATIVE AGREEMENT
BETWEEN
HIDALGO COUNTY SHERIFF'S OFFICE
AND
DRUG ENFORCEMENT ADMINISTRATION**

This agreement is made this 1st day of October, 2008, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the Hidalgo County Sheriff's Office (hereinafter "HCSO").

WHEREAS there is evidence that trafficking in narcotics and dangerous drugs exists in the McAllen, Texas area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of that area, the parties hereto agree to the following:

1. The McAllen High Intensity Drug Trafficking Area (HIDTA) Task Force will perform the activities and duties described below:

a. disrupt the illicit drug traffic in the McAllen, Texas area by immobilizing targeted violators and trafficking organizations;

b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and

c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of Texas.

2. To accomplish the objectives of the McAllen HIDTA Task Force, the HCSO agrees to detail one (1) experienced officer(s) to the McAllen HIDTA Task Force for a period of not less than two years. During this period of assignment, the officer(s) will be under the direct supervision and control of DEA supervisory personnel assigned to the Task Force.

3. The officer(s) assigned to the Task Force shall adhere to DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force.

4. The officer(s) assigned to the Task Force shall be deputized as Task Force Officers of DEA pursuant to 21 U.S.C. 878.

5. To accomplish the objectives of the McAllen HIDTA Task Force, DEA will assign five (5) Special Agents to the Task Force. HIDTA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agents and the officer(s) assigned to the Task Force. This support will include: office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, and other support items.

6. During the period of assignment to the McAllen HIDTA Task Force, the HCSO will remain responsible for establishing the salary and benefits, including overtime, of the officers assigned to the Task Force, and for making all payments due them.

7. In no event will the HCSO charge any indirect cost rate to DEA for the administration or implementation of this agreement.

8. The HCSO shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.

9. The HCSO shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The HCSO shall maintain all such reports and records until all audits and examinations are completed and resolved, or for a period of three (3) years after termination of this agreement, whichever is sooner.

10. The HCSO shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.

11. The HCSO agrees that an authorized officer or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements. The HCSO acknowledges that this agreement will not take effect and no Federal funds will be awarded to the HCSO by DEA until the completed certification is received.

12. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, the HCSO shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money and (2) the dollar amount of Federal funds for the project or program.

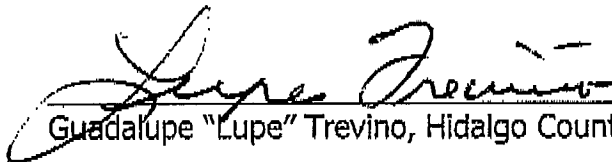
13. The term of this agreement shall be from the date of signature by representatives of both parties to September 30, 2009. This agreement may be terminated by either party on thirty days' advance written notice. Billings for all outstanding obligations must be received by DEA within 90 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by HCSO during the term of this agreement.

For the Drug Enforcement Administration:


Zoran B. Jankovich, Special Agent-In-Charge

Date: 11/03/08

For the Hidalgo County Sheriff's Office:


Guadalupe "Lupe" Trevino, Hidalgo County Sheriff

Date: 10-08-08

DATE: April 14, 2009

DEPARTMENT HEAD: Guadalupe "Lupe" Trevino

DEPARTMENT NAME: DEA-Overtime

ACCOUNT NUMBER: 9-1284-421-00-280-060-9-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
9-1284-421-00-280-060-9-131	Overtime	16,328.75

TOTAL APPROPRIATIONS **16,328.75**

9-1284-331-10-280-060-9-000 **U.S. Department of Justice--Drug
Enforcement Administration (DEA)** **16,328.75**

TOTAL REVENUES **16,328.75**

REASON: **To appropriate budget for overtime hours for the officer assigned to the McAllen DEA HIDTA Initiative.**

Note: Expenses relating to fringe benefits for the overtime hours are to be charged to the Sheriff's Office Budget Account (Number 9-1100-421-00-280-001-0-XXX).

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

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

April 16, 2009

The Honorable JD Salinas, Hidalgo County Judge
The Honorable Sylvia Handy, Commissioner, Precinct No. 1
The Honorable Hector "Tito" Palacios, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Oscar L. Garza, Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.0706 SPECIAL BUDGET FOR GRANT OR AID MONEY:

The county auditor shall certify to the commissioners court the receipt of all public or private grant or aid money that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court shall adopt a special budget for the limited purpose of spending the grant or aid money for its intended purpose.

I, Ray Eufrazio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of the following grant award from the South Texas HIDTA. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT
\$16,328.75

GRANT
McAllen DEA HIDTA Initiative

CERTIFIED BY:


Raymundo Eufrazio, CPA
Hidalgo County Auditor

4/16/09

Date

HIDALGO COUNTY
BUDGET OFFICE
2009 APR 16 AM 10 34

HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ, JR.
JUDGE, 92ND D.C.

RODOLFO DELGADO
JUDGE, 93RD D.C.

J. R. "BOBBY" FLORES
JUDGE, 139TH D.C.

ROSE GUERRA REYNA
JUDGE, 206TH D.C.

JUAN R. PARTIDA
JUDGE, 275TH D.C.

MARIO E. RAMIREZ, JR.
JUDGE, 332ND D.C.

NOE GONZALEZ
JUDGE, 370TH D.C.
OVERSEER

LETICIA LOPEZ
JUDGE, 389TH D.C.

IDA SALINAS FLORES
JUDGE, 398TH D.C.

ISRAEL RAMON, JR.
JUDGE, 430TH D.C.

JESSE CONTRERAS
JUDGE, 449TH D.C.

rosalinda

From: rey salazar [rey.salazar@co.hidalgo.tx.us]
Sent: Wednesday, April 22, 2009 3:18 PM
To: 'rosalinda'
Subject: FW: DEA Overtime

FYI.....

Reynaldo Salazar
Senior Planning Analyst
Department of Budget and Management
2818 South Business Hwy. 281, Administrative Building
Edinburg, Tx. 78539
(956) 292-7025 Phone
(956) 292-7035 Fax

From: Emilia Uriegas [mailto:emilia.uriesgas@hidalgo.org]
Sent: Wednesday, April 22, 2009 2:49 PM
To: rey.salazar@co.hidalgo.tx.us
Cc: mike.escaname@auditor.co.hidalgo.tx.us
Subject: FW: DEA Overtime

From: Martinez, Lydia E [mailto:Lydia.E.Martinez@usdoj.gov]
Sent: Wednesday, April 22, 2009 2:41 PM
To: Emilia Uriegas
Subject: RE: DEA Overtime

Good Afternoon Ms. Uriegas: I spoke with our Houston Office and they stated that this is only for Overtime. We do not pay fringe benefits. I also reachout to the South Texas HIDTA Office, but the lady is in training once she give me a response comfirming the abovementioned, Iwill e-mail. Thanks

-----Original Message-----

From: Emilia Uriegas [mailto:emilia.uriesgas@hidalgo.org]
Sent: Thursday, April 16, 2009 11:09 AM
To: Martinez, Lydia E
Cc: rey.salazar@co.hidalgo.tx.us
Subject: DEA Overtime

Ms. Martinez:

This is regarding the overtime amount of \$16,328.75 for our officer. A concern mentioned to our office by the Department of Budget and Management, Hidalgo County, is whether or not this amount would cover the fringe benefits attributed to the overtime hours.

The request for this information is to avoid future auditing issues. All forms of compensation (including overtime) to employees of Hidalgo County incur fringe benefits (Health and Life Insurance, FICA, Retirement, Unemployment Compensation, and Workers' Compensation). The letter addressed to Mr. Will R. Glasby (dated April 06, 2009) does not include any mention of fringe benefits attributed to the overtime hours.

Please forward your response to me via email as I will be forwarding your response to the Department of Budget and Management. This will enable our office in placing this item on Commissioners' Court Agenda for approval purposes.

If you have any questions, call me.

Thank you.

4/23/2009

Emilia Uriegas
Auditor
Hidalgo County Sheriff's Office

Phone: 393-6028
Fax: 393-6027
emilia.uriesgas@hidalgoso.org

04/16/09

AI-15159

15.C.

Claims/Invoices for Veterinary Services

CC REGULAR

Date: 04/28/2009

Submitted By: Marty Salazar, PURCHASING DEPT.

Submitted For: Sheriff's Office

Department: PURCHASING DEPT.

Agenda Category: Sheriff's Office

Purchasing only: Sheriff's Office

Information

CAPTION

Presentation for discussion, consideration, acceptance, and approval of Invoice Nos. 21574 \$201.95 and 21575 \$36.75 totaling \$238.70 in connection with urgent and necessary veterinary services for injuries to canine (BOSCO) during a foot pursuit incident on April 3, 2009 with authority for County Treasurer to issue payment/check after Auditor's processing procedures are completed.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009

ACCT. #: 9-1100-421-00-280-001-0-339

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding available as of 4/24/09.

Attachments

Link: [invoices](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	04/23/2009 07:49 AM	APRV
2	Manuel Chapa	Manuel Chapa	04/24/2009 01:26 PM	APRV
3	Auditor's Office		04/24/2009 05:37 PM	NEW

Form Started By: Marty Salazar
Started On: 04/22/2009 04:29 PM

Final Approval Date: 04/24/2009



HIDALGO COUNTY SHERIFF'S OFFICE

SHERIFF GUADALUPE "LUPE" TREVIÑO

APR 22 2009
1:43 AM

MEMORANDUM

TO: Martha Salazar, Purchasing Agent
Hidalgo County Purchasing Department

FROM: Lupe Treviño, Sheriff
Hidalgo County Sheriff's Office
by
Anacleto "Sonny" Martinez, Chief Deputy
Hidalgo County Sheriff's Office

DATE: April 21, 2009

RE: Claim-Four Paws Animal Hospital

A handwritten signature, likely of the Sheriff, Lupe Treviño, written in dark ink.

On April 3, 2009 a member of the Sheriff's Office Narcotic Unit, K-9 Handler Reginald Jackson along with his canine Bosco, were involved in foot pursuit that led to the injury of the canine. Investigator Jackson attempted to assist Bosco but was attacked by the canine. Investigator Jackson received a laceration to his left wrist and was treated at Mission hospital. As per the Health Department all canines involved in any form of attacks need to be quarantined and examined by their corresponding veterinarian. It is standard procedure that all K-9's can only be handled by their assigned handler therefore Inv. Jackson was instructed to take Bosco to Four Paws Animal Hospital. Being that Inv. Jackson was released late from Mission Hospital and was highly mediated he didn't advise his supervisor until early Monday morning. Sgt. Davila gave Inv. Jackson the necessary approval.

Investigator Jackson had already been involved in taking his canine to Four Paws under purchase order # 620198 for vaccinations. Investigator Jackson was not familiar with the purchase order process and was under the impression the purchase order was a blanket purchase order for veterinary services. Four Paws provided invoice # 21574 in the amount of \$ 201.95 for services rendered to Bosco. Since Investigator Jackson was on sick leave he followed procedure and submitted the invoice to Sgt. Miguel Davila on Monday, April 6th. Sgt. Miguel Davila submitted the invoice to the budget office on Thursday, April 16th. Sgt. Davila left the invoice on top of the Budget Officer's desk

without proper documentation. The budget office then requested information pertaining to the outstanding invoice. Special Services Captain Rodolfo Espinoza advised the budget office that it was protocol for the examination and had instructed Sgt. Davila to provide an explanation but Sgt. Davila was unable to get a hold of the budget officer. The budget office secretary recalls both Sgt. Davila and Capt. Espinoza dropping off the invoice and said they would return. Capt. Espinoza advised the budget officer that there was a second invoice missing. The second examination was rendered and invoice # 21725 in the amount of \$36.75 was provided to Inv. Jackson on April 14th. Inv. Jackson was then questioned about the missing invoice on April 20th. Inv. Jackson stated he had failed to submit the invoice and would submit on April 21st.

Our office is requesting that invoice #'s 21574 and 21575 be reviewed as possible claims.

Should you have any questions, please contact Monica Hinojosa at (956) 393-6024.

Four Paws Animal Hospital

Page 1 / 1

Dr Justin Cerelli
214 Conquest Blvd
Edinburg, TX 78539
(956) 383-2202

Hidalgo County Sheriff Dept.
711 El Cibolo rd
EDINBURG, TX 78539

Client ID: 2343
Invoice #: 21574
Date: 4/6/2009

Patient ID: 2343F	Species: Canine	Weight: 72.20 pounds
Patient Name: BOSCO	Breed: Malinois, Belgian	Birthday: 05/28/2001 Sex: Male

	Description	Staff Name	Quantity	Total
4/6/2009	EXAMINATION	Dr. Justin S. Cerelli DVM	1.00	\$43.25
4/6/2009	previcox 227mg		7.00	\$29.05
4/6/2009	Simplicef 200mg		7.00	\$34.65
4/6/2009	RADIOGRAPH INITIAL VIEW		1.00	~~\$95.00~~

Patient Subtotal: **\$201.95**

Reminder

03/24/2009 Heartgard Plus 6mo. Canine 51-100lbs
09/24/2009 4DX hw/ehr/lyme/anaplas
09/24/2009 CANINE RABIES 1 YEAR
09/24/2009 CANINE ANNUAL VACC
09/24/2009 RATTLESNAKE VACC ANNUAL

Invoice Total:	\$201.95
Total:	\$201.95
Balance Due:	\$201.95
Previous Balance:	\$576.20 → vac
Balance Due:	<u>\$778.15</u>

Scheduled Appointments:

Appt. for BOSCO on 4/16/2009 at 08:00 am.

Trust in the LORD with all your heart and lean not on your own understanding; in all your ways acknowledge him, and he will make your paths straight. Proverbs 3:5-6

Four Paws Animal Hospital

Page 1 / 1

Dr Justin Cerelli
214 Conquest Blvd
Edinburg, TX 78539
(956) 383-2202

Hidalgo County Sheriff Dept.
711 El Cibolo rd
EDINBURG, TX 78539

Client ID: 2343
Invoice #: 21725
Date: 4/14/2009

Patient ID: 2343F	Species: Canine	Weight: 77.60 pounds
Patient Name: BOSCO	Breed: Malinois, Belgian	Birthday: 05/28/2001 Sex: Male

	Description	Staff Name	Quantity	Total
4/14/2009	MEDICAL PROGRESS EXAM	Dr. Justin S. Cerelli DVM	1.00	\$36.75
Patient Subtotal:				\$36.75

Reminder

03/24/2009 Heartgard Plus 6mo. Canine 51-100lbs
09/24/2009 4DX hw/ehrl/lyme/anaplas
09/24/2009 CANINE RABIES 1 YEAR
09/24/2009 CANINE ANNUAL VACC
09/24/2009 RATTLESNAKE VACC ANNUAL

Invoice Total: \$36.75
Total: \$36.75
Balance Due: \$36.75 F
Previous Balance: \$778.15
Balance Due: \$814.90

Justin Cerelli
AM

P.O. # _____

Invoice Received By:

MHinojosa on 4/21/09

Good/Services Received By:

RECEIVED on 4/14/09

9-1100-421-00-280-001-0- 339

AI-15187**15.D.****Interlocal Agreements between Hidalgo County and the city of Mission and Pharr.****CC REGULAR**

Date: 04/28/2009
Submitted By: Manuel Chapa, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Category: Sheriff's Office

Information**CAPTION**

Discussion, authorization, and approval to execute the Operation Stonegarden Grant Sub-Recipient Interlocal Agreement from the Governor's Division of Emergency Management between the County of Hidalgo and the City of Mission and Pharr.

BACKGROUND

The grant amount of \$2,480,000.00 has been awarded to the Hidalgo County Sheriff's Office and the city Police Departments of Donna, Hidalgo, La Joya, Palmview, Alton, Mission, and Pharr. Individual Sub-Recipient Agreements between Hidalgo County and the City Police Departments of Mission and Pharr are currently being presented. La Joya and Palmview agreements were presented at CC on 4/21/09 (AI#15095). Additional Sub-Recipient interlocals (Donna, Hidalgo, Alton) will be presented to Commissioners' Court at a later date.

Fiscal Impact

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

No Budgetary Impact at this time, Approval of the Interlocal agreements only.

Attachments

Link: [Mission Interlocal](#)

Link: [Pharr Interlocal](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	04/24/2009 11:21 AM	APRV
2	Roland Garcia	Rolando Garcia	04/24/2009 03:43 PM	APRV
3	Auditor's Office		04/24/2009 05:37 PM	NEW
Form Started By: Manuel Chapa			Started On: 04/24/2009 10:30 AM	
Final Approval Date: 04/24/2009				

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

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

This Agreement is made and entered into on this the 13th day of April, 2009, by and between Hidalgo County, a political subdivision of the State of Texas and the City of Mission, Texas, hereinafter referred to as "City" pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, County was awarded a grant hereinafter referred to as "Operation Stonegarden Grant" or the "Grant", in the amount of Two Million Four Hundred and Eighty Thousand Dollars and no/100ths (\$2,480,000.00) from the U.S. Department of Homeland Security ("DHS") through the State of Texas Governor's Division of Emergency Management ("GDEM"), of which certain funds is intended to be subcontracted to various local police departments including City's police department;

WHEREAS, the purpose of the Grant is to assist counties along the United States borders to enhance law enforcement preparedness and operational readiness among regional law enforcement agencies in a joint mission to secure the borders;

WHEREAS, the Grant allows local law enforcement agencies to use funds for certain law enforcement operating expenses while participating in border security operations approved by DHS;

WHEREAS, the Grant requires County, as the grant recipient, to comply with certain terms and conditions more particularly described in **Exhibit "A"** attached hereto and titled, "Governor's Division of Emergency Management 2008 Sub-Recipient Agreement to Hidalgo County," dated November 17, 2008, and further requires any sub-recipient accepting funding from the Grant through a subcontract or agreement to also comply with certain provisions of the terms and conditions stated in **Exhibit "A"**;

WHEREAS, City desires to carry out DHS eligible activities as described in the **Statement of Work** attached hereto as **Exhibit "B"**;

WHEREAS, the County proposes to contract with City in order that the eligible activities described in **Exhibit "B"** can be carried out for the benefit of the residents of County and City.

NOW, THEREFORE, County and City in consideration of the mutual covenants expressed hereinafter, agree as follows:

SECTION I RULE AND REGULATIONS

The City agrees to cooperate with the County in respect to the implementation of the Grant within its jurisdiction and as supported under Public Law 110-161, Department of Homeland Security Appropriation Act of 2008.

SECTION II DEBARMENT/SUSPENSION CERTIFICATION

City certifies that City and its contractors/vendors associated with this Agreement are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency and do not appear in the Excluded Parties List System found at <http://www.epls.gov>.

SECTION III TERMS AND CONDITIONS AND STATEMENT OF WORK

City represents that it has read and understood the Sub-Recipient Agreement between the County and the Governor's Division of Emergency Management attached hereto as Exhibit "A" and as a condition of participating in the Grant, City agrees to comply with all terms and conditions required of entities accepting funds through an agreement and the City further agrees to perform services as outlined in the Statement of Work (**Exhibit "B"**) for and in consideration of reimbursement from County in an amount not to exceed One Hundred and Five Thousand Dollars and No/100ths (\$105,000.00) as delineated in the **City Grant Budget (Exhibit "C") and Cost Reimbursement Request Form (Exhibit "D")**.

City agrees to notify County in writing and obtain from County written approval, prior to any proposed changes, delays or departures from the Statement of Work (Exhibit "B") and Grant Budget (Exhibit "C") related to the Grant prior to commencing any work on any changes made therein.

County shall not be liable for costs incurred or performances rendered by City before commencement of this Agreement or after termination of this Agreement and shall be responsible for reimbursement as described in the Statement of Work (see Exhibit "B") and the City Grant Budget (see Exhibit "C").

SECTION IV RECORDS AND REPORTS

City agrees to establish and maintain all necessary records and reports that may be necessary for reimbursement from County of Grant funds, including but not limited to the Cost Reimbursement Form (see Exhibit "D") and Activity Log (see Exhibit "E").

City understand that it is solely the City's responsibility to keep all records and reports pertaining to Grant activity within their municipality in a manner acceptable to County. Failure to maintain records and reports may result in forfeiture of the City's designated Grant funds.

SECTION IV MONITORING VISITS

City agrees to allow County to conduct on-site monitoring visits to assure compliance with applicable federal requirements, terms and conditions, and adequacy of timeliness of performance by City and those performance goals are being achieved, if applicable. City shall give Homeland Security, GDEM, the Comptroller General of the United States, County, County auditor, and any of their duly authorized representatives, unobstructed and full 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 City pertaining to this Agreement.

SECTION V PAYMENT REQUESTS

City agrees to submit to the County Auditor's Office, a properly completed SSA/Division of Emergency Management Cost Reimbursement Request (See Exhibit "D") and all supporting documentation, including but not limited to General Ledger Reports, Payroll Distribution Reports, Time Sheets, Activity Logs (See Exhibit "E"), Copies of Invoices, and other related information whether or not requested by County on a monthly basis no later than the 15th of each month for the previous month. Each Cost Reimbursement Request shall be completed in the instructions included in Exhibit "D".

City and County agree that all unused Grant funds at the end or termination of this Agreement will be reallocated or reprogrammed by County.

SECTION VI AUDIT REQUIREMENTS

City 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.

City agrees to furnish County a Financial Management letter covering the period of this Agreement that includes detailed receipts and disbursement of payments to City hereunder. However, if City expends Five Hundred Thousand Dollars (\$500,000) or more in federal funds, City must, within nine (9) months from the end of the fiscal year, supply County with an audit of revenues and expenditures conducted by a certified public accountant. If the City expends less than \$500,000.00 a year in federal awards, then they are exempt from the OMB Circular A-133 audit requirements for that year; however, records must be available for review or audit by appropriate officials of the

federal agency, the General Accounting Office and County. If a City is exempt, a 990 Tax Return (Return of Organization Exempt from Income Tax), and Financial Statements are required for the most recent fiscal year ended. If applicable, City agrees to cooperate with the County relating to any inquiries regarding audits and City acknowledges that a Financial Audit shall be provided to County at the expense of the City. Audit information shall be available to County staff, and any and all applicable federal agencies.

SECTION VII SUSPENSION AND TERMINATION

City understands that this Agreement may be suspended or terminated if City materially fails to comply with the provisions of this Agreement or the provisions so listed in Exhibits "A" through "E".

If City fails to fulfill in a timely and proper manner its obligations under this Agreement, or City violates any of the Agreements or stipulations of this Agreement, then the County shall provide City written notification of such non-performance. Such non-performance may be the basis for immediate termination of this Agreement. **Should any breach of this Agreement relate to a violation of federal law or regulation that results in GDEM or Homeland Security demanding reimbursement from the County or the City or its successor, the County will terminate Agreement and seek reimbursement of all funds from City.** City shall not be relieved of the liability to the County for damages sustained by the County by virtue of any breach of this Agreement by City and County may withhold any payments to City for violations of state, local or federal regulations. Should the County become aware of any activity by City, which would jeopardize the County's position with Homeland Security, GDEM or any other state or federal agency, or which would cause a payback of federal funds, then the County may take appropriate action including injunctive relief against City to prevent the transaction as aforesaid. The failure of the County to exercise any right shall in no way constitute a waiver by the County to otherwise demand payment or seek any other relief in law or in equity to which it may be justly entitled.

It is expressly agreed that this Agreement may not be amended except in writing upon the joint action of the governing bodies of both the County and City.

SECTION VIII ASSETS

City shall not purchase any asset unless so permitted by the County and such procurement shall be done in the form and manner so required by the County.

The disposition of any asset improved or acquired in part or in whole with Grant funds by the City during the Grant period or after expiration of the Grant period, must have prior written approval of the County and the County shall be reimbursed for the asset, if sold, in the full amount of the fair market value of the disposed asset. Upon such reimbursement to the County, the City shall become the owner of such asset

purchased or acquired through the Grant funds and shall be responsible for the care, maintenance and repair of same. This reimbursement process shall also be applicable and in full force and effect for any asset which is no longer used for its intended Grant purpose by the City at any time during the Grant period or after expiration of the Grant period.

SECTION IX LIABILITY FOR DISALLOWED COSTS

The City understands and agrees that it shall be liable to County for any costs disallowed pursuant to financial and compliance audit(s) of City agreement funds. The City further understands and agrees that reimbursement to County of such disallowed costs shall be paid by the City from funds that were not provided or otherwise made available to City pursuant to this Agreement or any other federal contract.

SECTION X INDEMNITY CLAUSE AND INSURANCE REQUIREMENT

City agrees to hold harmless the County its elected officials, officers, employees, consultants, or agents and to indemnify County's elected officials, officers, employees, consultants or agents and to defend County against any and all claims brought against County by elected officials, officers, employees, or agents of City or brought by any third person arising in any manner directly or indirectly from City programs, activities or events conducted pursuant to this Agreement.

City shall acquire, maintain and furnish to County 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 this 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 City's duty of indemnification under this paragraph.

SECTION XI PROCUREMENT

City agrees to conform to its own applicable purchasing laws, regulations, employment policies and procedures with respect to any purchases or employment in relation to the Grant and/or this Agreement.

SECTION XII CONFLICT OF INTEREST

City covenants that neither its elected officials, officers, employees, consultants, nor agents who exercise 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 funded by the Grant. City agrees that all elected officials, officers, employees, consultants or agents shall comply fully with the requirements of Texas Local Government Code Chapter 171.

City agrees that no person who is an elected official, officer, employee, consultant, or agent of the City's organization or the County'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 the Grant period or for a period of one (1) year thereafter.

City is responsible for repayment of funds associated with any conflict of interest that may occur either knowingly or unknowingly.

SECTION XIII MISCELLANEOUS PROVISIONS

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.

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.

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 City, and not otherwise.

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.

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

If to County: County of Hidalgo
P.O. Box 1356
Edinburg TX 78539

If to City: City of Mission
1201 E. 8th Street
Mission, Texas 78572

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.

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.

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.

Assignment. This Agreement shall not be assignable by City. County may assign this Agreement without the consent of City.

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.

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.

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

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

THE CITY OF MISSION, TEXAS



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, L.L.P.

By: Stephen Crain

Certification

The State of Texas

County of Hidalgo

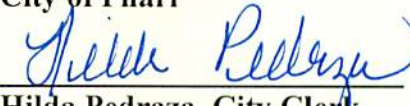
City of Pharr

I, Hilda Pedraza, duly appointed City Clerk of the City of Pharr, Texas, do hereby certify that the foregoing Constitutes a true and correctly copy of the original Resolution duly passed and adopted by the board of Commissioners of the City of Pharr, Texas, on the 21st day of April, 2009, ad.

(Resolution no. R-2009-26)

In witness whereof, I have hereunto subscribed my official Signature and impressed the seal of the City of Pharr, Texas, This the 21st day of April, 2009, ad.

City of Pharr



Hilda Pedraza, City Clerk

**State of Texas
County of Hidalgo**

**Resolution No. R-2009-26
City of Pharr**

Whereas, the City of Pharr authorizes Pharr Police Chief Ruben Villegas to submit a application to the Operation Stonegarden Grant throught the State of Texas Governors Division of Emergency Management for the participation of the Pharr Police Department in said program subcontracted through Hidalgo County;

Whereas, The City of Pharr acting through the Office of Chief of Police, Pharr Police Officers will work in Operation Stonegarden increasing border security;

Whereas, the City of Pharr authorizes its Finance Director or the Chief of Police to request reimbursements for salaries, fringe benefit and equipment costs accumulated by said police officers pursuant the operation through Hidalgo County;

Whereas, the City of Pharr authorizes it's Police Chief or his designee to submit any and all required performance reports and act as program director for the City of Pharr.

Now, therefore, be it resolved by the board of commissioners of the City of Pharr, Texas:

That the Police Chief of the City of Pharr, Texas, or his designee is hereby authorized to execute and submit a application to provide for the participation in Operation Stonegarden subcontracted through Hidalgo County and submit all necessary performance reports.

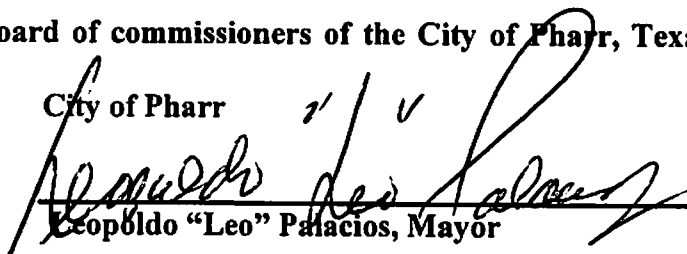
The City Finance Director or the Pharr Police Chief is hereby authorized to execute requests for reimbursement of salaries, fringe benefits and unit expenses incurred by the said Pharr Police Department officers as per this program through Hidalgo County.

The Chief of Police or his designee is authorized to utilize Operation Stonegarden funding for salaries/overtime, fringe benefits, and purchase of (2) marked police vehicles;

The City of Pharr Mayor is hereby authorized as signature on a Interlocal Cooperation Agreement between Hidalgo County and the City of Pharr.

Approved and adopted by the board of commissioners of the City of Pharr, Texas on this the 21st day of April, 2009, ad.

City of Pharr


Leopoldo "Leo" Palacios, Mayor

Attest:


Hilda Pedraza, City Clerk

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

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

This Agreement is made and entered into on this the 21st day of April, 2009, by and between Hidalgo County, a political subdivision of the State of Texas and the City of Pharr, Texas, hereinafter referred to as "City" pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, County was awarded a grant hereinafter referred to as "Operation Stonegarden Grant" or the "Grant", in the amount of Two Million Four Hundred and Eighty Thousand Dollars and no/100ths (\$2,480,000.00) from the U.S. Department of Homeland Security ("DHS") through the State of Texas Governor's Division of Emergency Management ("GDEM"), of which certain funds is intended to be subcontracted to various local police departments including City's police department;

WHEREAS, the purpose of the Grant is to assist counties along the United States borders to enhance law enforcement preparedness and operational readiness among regional law enforcement agencies in a joint mission to secure the borders;

WHEREAS, the Grant allows local law enforcement agencies to use funds for certain law enforcement operating expenses while participating in border security operations approved by DHS;

WHEREAS, the Grant requires County, as the grant recipient, to comply with certain terms and conditions more particularly described in **Exhibit "A"** attached hereto and titled, "Governor's Division of Emergency Management 2008 Sub-Recipient Agreement to Hidalgo County," dated November 17, 2008, and further requires any sub-recipient accepting funding from the Grant through a subcontract or agreement to also comply with certain provisions of the terms and conditions stated in **Exhibit "A"**;

WHEREAS, City desires to carry out DHS eligible activities as described in the **Statement of Work** attached hereto as **Exhibit "B"**;

WHEREAS, the County proposes to contract with City in order that the eligible activities described in **Exhibit "B"** can be carried out for the benefit of the residents of County and City.

NOW, THEREFORE, County and City in consideration of the mutual covenants expressed hereinafter, agree as follows:

SECTION I RULE AND REGULATIONS

The City agrees to cooperate with the County in respect to the implementation of the Grant within its jurisdiction and as supported under Public Law 110-161, Department of Homeland Security Appropriation Act of 2008.

SECTION II DEBARMENT/SUSPENSION CERTIFICATION

City certifies that City and its contractors/vendors associated with this Agreement are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency and do not appear in the Excluded Parties List System found at <http://www.epls.gov>.

SECTION III TERMS AND CONDITIONS AND STATEMENT OF WORK

City represents that it has read and understood the Sub-Recipient Agreement between the County and the Governor's Division of Emergency Management attached hereto as Exhibit "A" and as a condition of participating in the Grant, City agrees to comply with all terms and conditions required of entities accepting funds through an agreement and the City further agrees to perform services as outlined in the Statement of Work (Exhibit "B") for and in consideration of reimbursement from County in an amount not to exceed One Hundred and Four Thousand Nine Hundred and Thirty Five Dollars and 20/100 (\$104,935.20) as delineated in the City Grant Budget (Exhibit "C") and Cost Reimbursement Request Form (Exhibit "D").

City agrees to notify County in writing and obtain from County written approval, prior to any proposed changes, delays or departures from the Statement of Work (Exhibit "B") and Grant Budget (Exhibit "C") related to the Grant prior to commencing any work on any changes made therein.

County shall not be liable for costs incurred or performances rendered by City before commencement of this Agreement or after termination of this Agreement and shall be responsible for reimbursement as described in the Statement of Work (see Exhibit "B") and the City Grant Budget (see Exhibit "C").

SECTION IV RECORDS AND REPORTS

City agrees to establish and maintain all necessary records and reports that may be necessary for reimbursement from County of Grant funds, including but not limited to the Cost Reimbursement Form (see Exhibit "D") and Activity Log (see Exhibit "E").

City understands that it is solely the City's responsibility to keep all records and reports pertaining to Grant activity within their municipality in a manner acceptable to County. Failure to maintain records and reports may result in forfeiture of the City's designated Grant funds.

SECTION IV MONITORING VISITS

City agrees to allow County to conduct on-site monitoring visits to assure compliance with applicable federal requirements, terms and conditions, and adequacy of timeliness of performance by City and those performance goals are being achieved, if applicable. City shall give Homeland Security, GDEM, the Comptroller General of the United States, County, County auditor, and any of their duly authorized representatives, unobstructed and full 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 City pertaining to this Agreement.

SECTION V PAYMENT REQUESTS

City agrees to submit to the County Auditor's Office, a properly completed SSA/Division of Emergency Management Cost Reimbursement Request (See Exhibit "D") and all supporting documentation, including but not limited to General Ledger Reports, Payroll Distribution Reports, Time Sheets, Activity Logs (See Exhibit "E"), Copies of Invoices, and other related information whether or not requested by County on a monthly basis no later than the 15th of each month for the previous month. Each Cost Reimbursement Request shall be completed in the instructions included in Exhibit "D".

City and County agree that all unused Grant funds at the end or termination of this Agreement will be reallocated or reprogrammed by County.

SECTION VI AUDIT REQUIREMENTS

City 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.

City agrees to furnish County a Financial Management letter covering the period of this Agreement that includes detailed receipts and disbursement of payments to City hereunder. However, if City expends Five Hundred Thousand Dollars (\$500,000) or more in federal funds, City must, within nine (9) months from the end of the fiscal year, supply County with an audit of revenues and expenditures conducted by a certified public accountant. If the City expends less than \$500,000.00 a year in federal awards, then they are exempt from the OMB Circular A-133 audit requirements for that year; however, records must be available for review or audit by appropriate officials of the

federal agency, the General Accounting Office and County. If a City is exempt, a 990 Tax Return (Return of Organization Exempt from Income Tax), and Financial Statements are required for the most recent fiscal year ended. If applicable, City agrees to cooperate with the County relating to any inquiries regarding audits and City acknowledges that a Financial Audit shall be provided to County at the expense of the City. Audit information shall be available to County staff, and any and all applicable federal agencies.

SECTION VII SUSPENSION AND TERMINATION

City understands that this Agreement may be suspended or terminated if City materially fails to comply with the provisions of this Agreement or the provisions so listed in Exhibits "A" through "E".

If City fails to fulfill in a timely and proper manner its obligations under this Agreement, or City violates any of the Agreements or stipulations of this Agreement, then the County shall provide City written notification of such non-performance. Such non-performance may be the basis for immediate termination of this Agreement. **Should any breach of this Agreement relate to a violation of federal law or regulation that results in GDEM or Homeland Security demanding reimbursement from the County or the City or its successor, the County will terminate Agreement and seek reimbursement of all funds from City.** City shall not be relieved of the liability to the County for damages sustained by the County by virtue of any breach of this Agreement by City and County may withhold any payments to City for violations of state, local or federal regulations. Should the County become aware of any activity by City, which would jeopardize the County's position with Homeland Security, GDEM or any other state or federal agency, or which would cause a payback of federal funds, then the County may take appropriate action including injunctive relief against City to prevent the transaction as aforesaid. The failure of the County to exercise any right shall in no way constitute a waiver by the County to otherwise demand payment or seek any other relief in law or in equity to which it may be justly entitled.

It is expressly agreed that this Agreement may not be amended except in writing upon the joint action of the governing bodies of both the County and City.

SECTION VIII ASSETS

City shall not purchase any asset unless so permitted by the County and such procurement shall be done in the form and manner so required by the County.

The disposition of any asset improved or acquired in part or in whole with Grant funds by the City during the Grant period or after expiration of the Grant period, must have prior written approval of the County and the County shall be reimbursed for the asset, if sold, in the full amount of the fair market value of the disposed asset. Upon such reimbursement to the County, the City shall become the owner of such asset

purchased or acquired through the Grant funds and shall be responsible for the care, maintenance and repair of same. This reimbursement process shall also be applicable and in full force and effect for any asset which is no longer used for its intended Grant purpose by the City at any time during the Grant period or after expiration of the Grant period.

SECTION IX LIABILITY FOR DISALLOWED COSTS

The City understands and agrees that it shall be liable to County for any costs disallowed pursuant to financial and compliance audit(s) of City agreement funds. The City further understands and agrees that reimbursement to County of such disallowed costs shall be paid by the City from funds that were not provided or otherwise made available to City pursuant to this Agreement or any other federal contract.

SECTION X INDEMNITY CLAUSE AND INSURANCE REQUIREMENT

City agrees to hold harmless the County its elected officials, officers, employees, consultants, or agents and to indemnify County's elected officials, officers, employees, consultants or agents and to defend County against any and all claims brought against County by elected officials, officers, employees, or agents of City or brought by any third person arising in any manner directly or indirectly from City programs, activities or events conducted pursuant to this Agreement.

City shall acquire, maintain and furnish to County 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 this 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 City's duty of indemnification under this paragraph.

SECTION XI PROCUREMENT

City agrees to conform to its own applicable purchasing laws, regulations, employment policies and procedures with respect to any purchases or employment in relation to the Grant and/or this Agreement.

SECTION XII CONFLICT OF INTEREST

City covenants that neither its elected officials, officers, employees, consultants, nor agents who exercise 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 funded by the Grant. City agrees that all elected officials, officers, employees, consultants or agents shall comply fully with the requirements of Texas Local Government Code Chapter 171.

City agrees that no person who is an elected official, officer, employee, consultant, or agent of the City's organization or the County'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 the Grant period or for a period of one (1) year thereafter.

City is responsible for repayment of funds associated with any conflict of interest that may occur either knowingly or unknowingly.

SECTION XIII MISCELLANEOUS PROVISIONS

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.

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.

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 City, and not otherwise.

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.

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 electronic mail, or (iii) sent by registered or certified mail, return receipt

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

If to County: County of Hidalgo
 P.O. Box 1356
 Edinburg TX 78539

If to City: City of Pharr
 118 S. Cage
 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.

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.

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.

Assignment. This Agreement shall not be assignable by City. County may assign this Agreement without the consent of City.

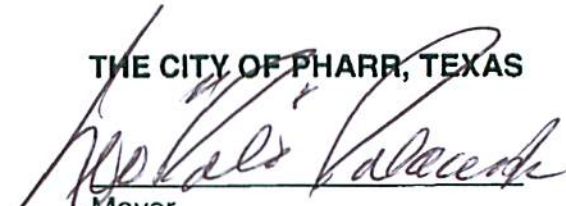
Headings. The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

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.

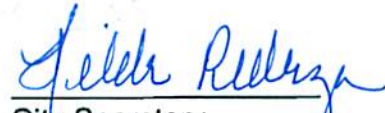
Authority to Execute. The execution and performance of this Agreement by County and City have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of County and City in accordance with its terms.

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

THE CITY OF PHARR, TEXAS


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, L.L.P.

By: Stephen Crain

AI-15141

16.A.

**San Carlos Drainage Improvement Project- Gonzalez
CC REGULAR**

Date: 04/28/2009
Submitted By: Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For: Joe Pena
Department: RIGHT OF WAY DEPT.
Agenda Category: Right of Way

Information

CAPTION

Authorization for County Judge to approve & issue check in the amount of \$7,340.00 made payable to Enrique P. Gonzalez and wife Sian Gonzalez for a 0.434 of an acre tract of land out of a 17.00 acre tract out of the North half of Lot 4, Block 51, Alamo Land and Sugar Company's Subdivision, Hidalgo County, Texas for the San Carlos Drainage Improvements Project with authority for County Auditor to review and complete processing procedures and County Treasurer to issue a manual check.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 9-1339-431-00-124-041-0-711
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Available balance is \$12,090.00 as of 4/23/09.

Attachments

Link: [backup](#)
Link: [METES](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	04/22/2009 10:46 AM	APRV
2	Dale Kennan	Dale Kennan	04/23/2009 08:22 AM	APRV
3	Auditor's Office		04/24/2009 05:37 PM	NEW

Form Started By: Sandra Garcia
Started On: 04/22/2009 09:59 AM
Final Approval Date: 04/24/2009

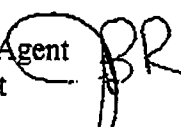


HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

JOSE N. PEÑA
Director

PAY-MEMO

TO: Comm. Oscar L. Garza Jr.
Hidalgo County Pct. # 4
Attn. Rumaldo Muniz, Jr. Accts. Payable

FROM: Mr. J. Benito Rodriguez, Agent 
Right Of Way Department

DATE: March 31, 2009

RE: San Carlos Drainage Improvements Project: Damian Acres Subdivision
Parcel # N/A Easement - Enriques P Gonzalez and wife Sian Gonzalez

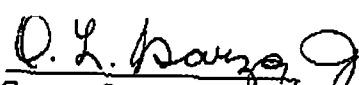
Comm. Garza,

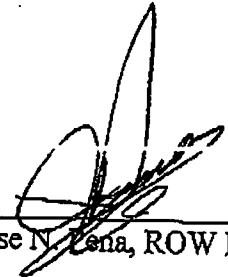
Attached, please find a copy of a signed unrecorded deed, appraisal report, copy of settlement demand approved by Commissioners' Court and a 1099-S form signed by the land owners on the above-mentioned project. A check in the amount of \$7,340.00 needs to be made payable to Enrique P. Gonzalez and wife Sian Gonzalez as soon as possible from your account #. _____ set it for this project.

Commissioners' Court approved this project on November 25, 2008, concurrently on March 3rd 2009 and in closed & open session on March 31st 2009.

Please hold check Agent will pick up for delivery.

Should you have any questions, please feel free to call.

Approved 
Comm. Oscar L. Garza Jr.

Approved 
Jose N. Pena, ROW Director

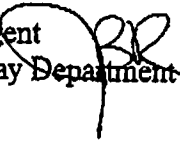


HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

JOSE N. PEÑA
Director

MEMO

TO: Commissioners' Court
Attn: Mr. Jose N. Pena, Right of Way Director

FROM: Mr. J. Benito Rodriguez, Agent
Hidalgo County Right of Way Department 

DATE: March 27, 2009

RE: San Carlos Drainage Improvement Project: Damian Acres
Parcel 1- Enrique P. & Sian Gonzalcz

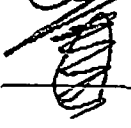
Appraised Value	\$ 6,340.00
Settlement Demand	\$ 7,340.00 *
Difference	(\$1,000.00) **

** See Attached Letter

* The County Right of Way Department recommends approval of Settlement Demand.

Commissioners' Court Executive Session March 31, 2009.

 Approved

 Not Approved

4415 S. Cesar Chavez Road
Edinburg, TX 78542
(956) 787-8180

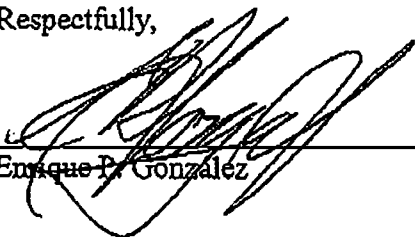
March 26, 2009

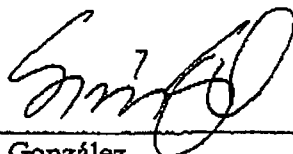
To Whom it May Concern ,

We, Enrique González and Siân González would like to submit a counter offer of \$7,340.00 on this 26th day of March, 2009 to the County of Hidalgo.

We consider this to be a fair settlement demand regarding the easement being acquired by the County of Hidalgo for the construction of an underground pipeline facility through our property for drainage purposes of the surrounding area.

Respectfully,



Enrique P. González

Siân González

METES AND BOUNDS

HIDALGO COUNTY PRECINCT No.4
SAN CARLOS DRAINAGE IMPROVEMENTS
DAMIAN ACRES
PARCEL: EASEMENT No.1

A 0.434 OF AN ACRE TRACT OF LAND OUT OF A 17.00 ACRE TRACT OUT OF THE NORTH HALF OF LOT 4, BLOCK 51, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGES 24-26, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1672863, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET ON THE WEST LINE OF LOT 4 AND ON THE SOUTH RIGHT OF WAY LINE OF TRENTON ROAD FOR THE NORTHWEST CORNER OF THIS TRACT, SAID ROD BEARS S 08°31'51"W, 30.00 FEET FROM THE NORTHWEST CORNER OF LOT 4.

THENCE; S 81°28'09"E, ALONG THE SOUTH RIGHT OF WAY LINE OF TRENTON ROAD, A DISTANCE OF 30.00 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 08°31'51"W, A DISTANCE OF 630.40 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET ON THE NORTH LINE OF DAMIAN ACRES PHASE II (RECORDED IN VOLUME 36, PAGE 162, MAP RECORDS, HIDALGO COUNTY, TEXAS) FOR THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; N 81°28'09"W, ALONG THE NORTH LINE OF DAMIAN ACRES PHASE II, A DISTANCE OF 30.00 FEET TO A 1/2" IRON ROD FOUND ON THE WEST LINE OF LOT 4 FOR THE NORTHWEST CORNER OF DAMIAN ACRES PHASE II AND THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 08°31'51"E, ALONG THE WEST LINE OF LOT 4, A DISTANCE OF 630.40 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.434 OF AN ACRE OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH DAMIAN ACRES PHASE II, RECORDED IN VOLUME 36, PAGE 162, MAP RECORDS, HIDALGO COUNTY, TEXAS.

THE PROPERTY DESCRIBED IN THIS METES AND BOUNDS MAY BE SUBJECT TO THE SUBDIVISION REGULATIONS OF THE COUNTY OF HIDALGO AND/OR ORDINANCES OR GOVERNMENTAL REGULATIONS OF THE CITY IN WHICH THE PROPERTY MAY BE LOCATED OR HOLDING EXTRA TERRITORIAL JURISDICTION.

I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THE ABOVE METES AND BOUNDS TO BE TRUE AND CORRECT, AND TO BE THE REPRESENTATION AND RESULT OF AN ACTUAL SURVEY DONE ON THE GROUND UNDER MY DIRECTION.

DATE PREPARED: January 26, 2009


ALFONSO QUINTANILLA
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4856



AI-15149

17.A.

**Appointee to Housing Authority Board
CC REGULAR**

Date: 04/28/2009
Submitted By: Noe Montez, COMM. PCT. #1
Submitted For: Commissioner Sylvia S. Handy
Department: COMM. PCT. #1
Agenda Category: Precinct #1

Information

CAPTION

Requesting approval to reappoint Mr. Oscar Ramirez to the Housing Authority Board.
Current term will expire on May 4, 2009.

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	04/23/2009 07:45 AM	APRV
2	Ivan Cantu	Ivan Cantu	04/23/2009 07:47 AM	APRV
3	Auditor's Office		04/24/2009 05:37 PM	NEW

Form Started By: Noe Montez
Started On: 04/22/2009 03:26 PM
Final Approval Date: 04/24/2009

AI-15191

18.A.

ROW Certificates

CC REGULAR

Date: 04/28/2009
Submitted By: Yolanda Cisneros, COMM. PCT. #2
Submitted For: Yolanda Cisneros
Department: COMM. PCT. #2
Agenda Category: Precinct #2

Information

CAPTION

Requesting authority for County Judge to execute "Right-of-Way Encroachment Statement" and the "Right-of-Way Acquisition Statement" for North "I" Road Project.

BACKGROUND

Fiscal Impact

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

BUDGETARY IMPACT:

For Judge's signature. No Budgetary Impact.

Attachments

Link: [ROW Certifications](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	04/24/2009 01:42 PM	APRV
2	Roland Garcia	Rolando Garcia	04/24/2009 03:42 PM	APRV
3	Auditor's Office		04/24/2009 05:37 PM	NEW

Form Started By: Yolanda Cisneros
Started On: 04/24/2009 11:43 AM
Final Approval Date: 04/24/2009

R. Gutierrez Engineering Corporation

April 23, 2009

Hector "Tito" Palacios
County Commissioner
Hidalgo County Precinct No. 2
301 E. State Street
Pharr, TX 78577

RE: North "I" Road Project – Right-of-Way Certifications
Project No: ENG99.012

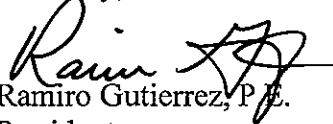
Dear Commissioner Palacios:

TxDOT is in the process of finalizing the PS&E package for the North "I" Road project in order to go to letting this summer. There is a need to submit several signed certifications to complete the PS&E package. Two items require the County Judge's signature. These are the "Right-of-Way Encroachment Statement" and the "Right-of-Way Acquisition Statement".

TxDOT wants these items signed and returned to them by next Wednesday, April 29, 2009. Therefore, I am requesting that these items be placed on the agenda to authorize the County Judge to sign them on Tuesday, April 28, 2009. This will assure that the project can be let at the earliest possible time.

If you have any questions, please call me so that we may discuss them. You can call me at 956-782-2557.

Sincerely,



Ramiro Gutierrez, P.E.

President

Encl

cc: Files
Joe Pena, Hidalgo County Right-of-Way Dept.

CSJ: 0921-02-132
PROJECT: STP 2009 (689) ES
COUNTY: HIDALGO
HIGHWAY: North I Road
LIMITS: Fr: US 281
To: OWASSA ROAD

RIGHT OF WAY ACQUISITION STATEMENT

THIS IS TO CERTIFY THAT ACQUISITION OF RIGHT OF WAY WILL BE ACQUIRED IN ACCORDANCE WITH THE FHWA DIRECTIVES PRIOR TO THE CLEARANCE DATE OF 4/1/09. RIGHT OF ENTRY HAS BEEN ACQUIRED FOR THE PROPERTY BELOW.

PARCEL	OWNER	APPROX. STATIONS	STATUS	EST. CLEAR DATE	EFFECT ON CONSTRUCTION
55	ISIDRO ORTIZ	69+05.00 LT	IN THE PROCESS OF BEING ACQUIRED	8/15/2009	NO EFFECT, PARCEL TO BE ACQUIRED BY LETTING DATE

J. D. SALINAS
HIDALGO COUNTY JUDGE

DATE

MARIO JORGE, P.E., TXDOT
DISTRICT ENGINEER

DATE

CSJ: 0921-02-132
PROJECT: STP 2009 (689) ES
HIGHWAY: North I Road
COUNTY: Hidalgo
LIMITS:
FR: US 281
TO: Owassa Rd.

RIGHT OF WAY ENCROACHMENT STATEMENT

**THIS IS TO CERTIFY THAT NO RIGHT WAY ENCROUCHMENTS EXISTED
WITHIN THE LIMITS OF THIS PROJECT OR THAT ALL REMOVAL OF
ENCROACHMENTS HAS BEEN COMPLETED.**

J. D. Salinas
Hidalgo County Judge

DATE

Mario Jorge, P.E., TxDOT
District Engineer

DATE

AI-15197

18.B.

**Letter of Support - Federal Funding
CC REGULAR**

Date: 04/28/2009
Submitted By: Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Submitted For: Comm. Palacios
Department: COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category: Precinct #2

Information

CAPTION

Discussion, consideration and action on Letter of Support regarding Federal Funding for McColl and Nolana Rd. Projects

BACKGROUND

no backup at this time.

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	04/24/2009 03:26 PM	APRV
2	Roland Garcia	Rolando Garcia	04/24/2009 04:31 PM	APRV
3	Auditor's Office		04/24/2009 05:37 PM	NEW

Form Started By: Monica Badillo
Started On: 04/24/2009 03:12 PM
Final Approval Date: 04/24/2009

**Transition of Services extension to May 30th Cell Phone Policy
CC REGULAR**

Date: 04/28/2009
Submitted By: Ivan Cantu, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Category: Budget and Management

Information**CAPTION**

IT Department:

Discussion, consideration, and approval to extend the existing cellular phone services until May 30th, 2009 in which the County will transition to the newly adopted Hidalgo County Wireless Communication Services Policy, Guidelines & Procedures.

BACKGROUND

Fiscal Impact

Attachments

Link: [transition](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	04/24/2009 05:14 PM	APRV
2	Budget & Management		04/24/2009 05:37 PM	NEW

Form Started By: Ivan Cantu
Started On: 04/24/2009 05:04 PM
Final Approval Date: 04/24/2009

HIDALGO COUNTY, TEXAS
ADMINISTRATIVE POLICY MANUAL

Procedure: W.2
Page: 1 of 1
Date Authorized: 03/--/2009
Supersedes: n/a

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.

AI-14799**19.B.****Payout Approval- Accumulated Comp-Time and Holiday Earned
CC REGULAR**

Date: 04/28/2009
Submitted By: Rosie Cantu, BUDGET & MANAGEMENT
Submitted For: Emergency Services- Emergency Management Div.
Department: BUDGET & MANAGEMENT
Agenda Category: Budget and Management

Information**CAPTION**

Emergency Services (1100):
Approval to pay out accumulated comp-time and holiday earned in the total amount of \$2,841.11 to employee no. 154008.

BACKGROUND

Accumulated Time	Accumulated Hrs.	Total Payout
Comp-Time	106.50	\$2,713.71
Holiday Earned	5.00	\$127.40
	Total	\$2,841.11

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-422-10-300-001-0-113
FUNDS AVAILABLE Y/N?: Pending **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funding of \$2,841.11 is undetermined. Pending CC approval.

Attachments

Link: [back up](#)

Link: [backup](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Rosalinda Cantu (Originator)	Rosie Cantu	04/20/2009 04:37 PM	APRV
2	Budget & Management	Veronica Lopez	04/21/2009 08:06 AM	APRV
3	Roland Garcia	Monica Badillo	04/23/2009 01:56 PM	APRV
4	Roland Garcia	Monica Badillo	04/23/2009 01:57 PM	APRV
5	Sylvia Solis	Sylvia Solis	04/24/2009 03:15 PM	APRV
6	Auditor's Office	Monica Badillo	04/24/2009 05:37 PM	APRV

Form Started By: Rosie Cantu

Started On: 03/30/2009 09:13
AM

Final Approval Date: 04/24/2009

**Accumulated
Comp-Time & Holiday Earned
Payout
Employee No. 154008**

Pay Pd No.	Pay Period Date	Total Worked Hrs	Rate	Comp Time Hrs. pr PP	Total Comp Hrs. * 1.5	Total Comp Hrs. * 1	Comp-Time Salary Amount	Holiday Earned Hrs. pr PP	Holiday Earned Amount	Total Payout Amount
6	03/03/2008 - 03/16/2008	87.00	25.48	7.00	10.50	0.00	\$267.55	0.00	\$0.00	\$267.55
7	03/17/2008 - 03/30/2008	116.00	25.48	36.00	54.00	3.00	\$1,452.41	5.00	\$127.40	\$1,579.81
8	03/31/2008 - 04/13/2008	86.00	25.48	6.00	9.00	0.00	\$229.33	0.00	\$0.00	\$229.33
9	04/14/2008 - 04/27/2008	89.50	25.48	9.50	14.25	0.00	\$363.10	0.00	\$0.00	\$363.10
10	04/28/2008 - 05/11/2008	90.50	25.48	10.50	15.75	0.00	\$401.32	0.00	\$0.00	\$401.32
TOTAL		469.00	-	69.00	103.50	3.00	\$2,713.71	5.00	\$127.40	\$2,841.11

Payout Amount		\$2,841.11
Health	4,164.00	-
Life	27.00	-
Fica	7.65%	\$217.34
Retirement	9.02%	\$256.27
Unemployment Comp	0.50%	\$14.21
Worker's Comp	0.20%	\$5.68
TOTAL COST		\$3,334.61

REQUEST TO PAY ACCUMULATED COMPENSATORY TIME

To: The Hidalgo County Commissioners' Court

From: A. A. Tony Pena, Jr.
(Elected Official / Department Head)

Date: April 1, 2009

Employee #
154008

I am respectfully requesting that _____
(Employee Name) _____
(Title) _____
be paid 69 hours of accumulated comp-time because his employment status was
changed without his knowledge and without approval from his
department.

I understand that law enforcement personnel may accumulate up to 480 hours of compensatory time (320 hours of actual overtime hours worked) and all other non-law enforcement personnel may accumulate up to 240 hours of compensatory time (160 hours of actual hours worked) before the Fair Labor Standards Act (FLSA) requires payment in cash for any time exceeding these limits.

This employee is a non-exempt employee under the Fair Labor Standards Act (FLSA) and has accumulated 106.50 hours of compensatory time through the last pay period which ended 05/11/08.
rc rc

(check one)

☐ The funds are available within my current budget.

☒ The funds are not available within my current budget, and I am further requesting the approval of the attached line-item transfer(s) and/or amendment to my budget.

Antonio A. Pena Jr.
Elected Official / Department Head Signature

2009 APR 17 PM 2 53
HIDALGO COUNTY
BUDGET OFFICE

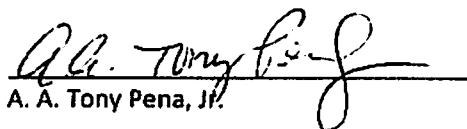
☐ Approved by Commissioners' Court on _____

☐ Denied by Commissioners' Court on _____

After action by Commissioners' Court, this request must be immediately returned to the Elected Official/Department Head. If this request is approved by Commissioners' Court, then it must be attached to the employee's time sheet which is due for the pay period following the Commissioners' Court approval.

AFFIDAVIT

I am respectfully requesting your consideration for compensation for employee number 154008, _____, for overtime hours worked while employed with the Hidalgo County Judge's Office of Emergency Management. He was hired on March 12, 2007, as a Non-Exempt FLSA status employee. Copies obtained of Employee's Change of Status form, effective September 18, 2007, states a change in FLSA status from Non-Exempt to Exempt. I initiated the Employee Change of Status in an effort to increase the employee's salary after completion of a six month probation. I had no intentions of changing his FLSA status. Neither Mr. _____ nor the department were aware of the change in status. It was not until March of 2008, that Mr. _____ became aware that his status had changed without his knowledge. An emergency response which required overtime revealed that he was unable to earn overtime due to his FLSA status. Several attempts were made to the Human Resources and Payroll departments to remedy the situation, however it remained unresolved. Mr. _____ responded to several emergency incidents that required him to work overtime. Although the Time Clock did not allow for overtime input, I instructed the department Time Keeper to continue to manually enter the time he had worked. These hours were never reflected on the employee's Time Sheet, but the Punch Log Report would serve as a record of the aforementioned overtime. Assistance in this matter was requested from the IT Department on instructions to enter hours worked which were in excess of 24 hours. Although instructions given were strictly followed, it did not alleviate the problem. A revised Punch Log Report has been submitted with the correct times, including overtime Mr. _____ worked. I have also submitted copies of Overtime Request Forms that were signed by Mr. _____ which I approved for working over the regular eight hour day. Even though my department was filling out the request form for overtime needed on a daily basis, several requests had been done by events/assignments which lasted longer than 24 hours. As for the current status of slot #007, it was officially changed to Exempt status by Commissioner's Court on June 3, 2008. I respectfully request the review and approval for payment for the overtime hours worked, which are reflected on the attached documentation. I attest to all the information included in this affidavit and believe it to be true to the best of my knowledge. If you have any questions pertaining to this matter, please do not hesitate to contact me at 956-318-2615.


A. A. Tony Pena, Jr.

17 APR 09
Date

2009 APR 17 PM 2 53
HIDALGO COUNTY
BUDGET OFFICE

REVISED PUNCH LOG REPORT**DATE : 04/01/2009****EMPLOYEE NO: 154008****EMPLOYEE NAME:****Date: 3/8/2008 Saturday**

In	4:00 PM	
Out	8:00 PM	4HRS
In		
Out		

Note: Response to brush fire South of 492 in Palmview & North on Desert Palm Drive in Palmview.**Date: 3/9/2008 Sunday**

In	12:00 PM	
Out	3:00 PM	3HRS
In		
Out		

Note: Response to brush fire South of 492 in Palmview & North on Desert Palm Drive in Palmview.**Date: 3/18/2008 Tuesday**

In	8:00 AM	
Out	12:00 PM	
In	1:00 PM	
Out	11:59 PM	15 HRS

Note: Burns Ranch Fire Incident from 3/18-3/20. Incident Command was activated and staff member did not leave the area until 3/20/08 @ 11:59 PM. Although assistance was received to enter time into the payroll system, it was done incorrectly.**Date: 3/19/2008 Wednesday**

In	12:01 AM	
Out	11:59 PM	24 HRS
In		
Out		

Note: Burns Ranch Fire Incident from 3/18-3/20. Incident Command was activated and staff member did not leave the area until 3/20/08 @ 11:59 PM. Although assistance was received to enter time into the payroll system, it was done incorrectly.**2009 APR 17 PM 2 53****BUDGET OFFICE
HIDALGO COUNTY**

Date: 3/20/2008 Thursday

In	12:01 AM	
Out	11:59 PM	24 HRS
In		
Out		

Note: Burns Ranch Fire Incident from 3/18-3/20. Incident Command was activated and staff member did not leave the area until 3/20/08 @ 11:59 PM. Although assistance was received to enter time into the payroll system, it was done incorrectly.

Date: 3/21/2008 Thursday

In	11:00AM	
Out	04:00 PM	5 HRS
In		
Out		

Date: 4/12/2008 Saturday

In	12:00 PM	
Out	6:00 PM	6 HRS
In		
Out		

Note: Paul Hillards Orchard Controlled Burn.

Date: 4/14/2008 Monday

In	8:00 AM	
Out	12:00 PM	4 HRS
In	1:00 PM	
Out	5:00 PM	4 HRS
In	6:00 PM	
Out	11:59PM	6 HRS - 14 HRS TOTAL

Note: Hights Fire 755 & 281. Response was 4/14/08 and continued through 4/15/08.

2009 APR 17 PM 2 53

HIDALGO COUNTY
BUDGET OFFICE

Date: 4/15/2008 Tuesday

In	12:01 AM	
Out	12:30 AM	.50 HRS
In	08:00 AM	
Out	12:00 PM	
In	01:00 PM	
Out	05:00 PM	8 HRS - 8.5 HRS TOTAL

Note: Hights Fire 755 & 281.

Date: 4/22/2008 Tuesday

In	8:00 AM	
Out	12:00 PM	4 HRS
In	1:00 PM	
Out	5:00 PM	4 HRS
In	5:00 PM	
Out	8:00 PM	3 HRS - 11 HRS TOTAL

Note: Response to fire at 1017 & Puerto Rico.

Date: 4/30/2008 Wednesday

In	8:00 AM	
Out	12:00 PM	4 HRS
In	1:00 PM	
Out	11:59 PM	11 HRS - 15 HRS TOTAL

Note: Las Cuatas Fire Response. Staff member responded during working hours and continued until morning hours of Thursday, 5/1/08.

Date: 5/1/2008 Thursday

In	12:01 AM	
Out	5:30 AM	5.5 HRS
In	10:00 AM	
Out	12:00 PM	2 HRS
In	01:00 PM	
Out	05:00 PM	4 HRS - 11.5 HRS TOTAL

Note: Las Cuatas Fire Response.

2009 APR 17 PM 2 53

BUDGET OFFICE
HIDALGO COUNTY

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

Belinda Alvarez
Time & Attendance Clerk Signature

4/1/09
Date

Belinda Alvarez
Printed Name

Antonio A. Peña Jr.
Department Head Signature

03 APR 2009
Date

Antonio A. Peña Jr.
Printed Name

2009 APR 17 PM 2 53
BUDGET OFFICE
HIDALGO COUNTY

AI-15178

19.C.1.

1st Qtr. Salary Sweep

CC REGULAR

Date: 04/28/2009
Submitted By: Damaris San Miguel, BUDGET & MANAGEMENT
Submitted For: Raul Silguero
Department: BUDGET & MANAGEMENT
Agenda Category: Budget and Management

Information

CAPTION

Requesting authorization and approval to transfer General Fund lapsed salaries and related fringe benefits from various departments to the County Wide Administration-Contingency account. The sweep includes salaries, fica, retirement, and unemployment compensation.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Damaris San Miguel (Originator)	Damaris San Miguel	04/24/2009 05:29 PM	APRV
2	Budget & Management		04/24/2009 05:37 PM	NEW

Form Started By: Damaris San Miguel
Started On: 04/23/2009 03:30 PM
Final Approval Date: 04/24/2009

AI-15181**19.C.2.****Interdepartmental Transfer - Pct# 4 Drainage Improvement Project (1339)
CC REGULAR**

Date: 04/28/2009
Submitted By: Manuel Chapa, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT

Agenda Category: Budget and Management

Purchasing only: Interdepartmental
Transfers

Information**CAPTION**

Pct. #4 Drainage Improvement Projects C.O. 2009 Series (1339):
Approval of 2009 interdepartmental transfer within Certificate of Obligation Series 2009 from Precinct #4 Drainage Improvement Project (program 036) to Dikerson Pond (program 048) & Guerra Pond (program 060) in the total amount of \$307,958.50 to fund project expenditures.

BACKGROUND

Initially, Guerra Pond was going to be under program 039 (Fike), but after a meeting on 4-23-09, it was agreed to have Guerra Pond under a new program (060).

Fiscal Impact

FISCAL YEAR: 2009

ACCT. #: 9-1339-431-00-124-0XX-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

9-1339-431-00-124-036-0-890-->9-1339-431-00-124-048-0-719 \$ 12,500.00

9-1339-431-00-124-036-0-890-->9-1339-431-00-124-060-0-719 \$295,458.50

Funding available as of 4-24-09.

Attachments

Link: [interdept transfer \(1339\)](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	04/24/2009 08:45 AM	APRV
2	Sylvia Solis	Sylvia Solis	04/24/2009 04:01 PM	APRV
3	Manuel Chapa (Originator)	Manuel Chapa	04/24/2009 04:27 PM	APRV
4	Sylvia Solis	Sylvia Solis	04/24/2009 04:53 PM	APRV
5	Auditor's Office		04/24/2009 05:37 PM	NEW
Form Started By: Manuel Chapa			Started On: 04/23/2009 04:21 PM	
Final Approval Date: 04/24/2009				

DATE: April 23, 2009

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Department of Budget & Management for
C.O. Pct#4 Drainage Improvement Project (1339)

ACCOUNT NUMBER: 9-1339-431-00-124-XXX-0-XXX

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

2009

Transfer

AI# 15181

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

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
9-1339-431-00-124-036-0-890	C.O. 2009- Pct # 4 - Drainage Improvement Project - Other	(307,958.50)
9-1339-431-00-124-048-0-719	C.O. 2009- Pct # 4 - Dikerson Pond - Land	12,500.00
9-1339-431-00-124-060-0-719	C.O. 2009- Pct # 4 - Guerra Pond - Land	295,458.50
TOTAL BUDGET INCREASE (DECREASE)		0.00

AI-15145

19.C.3.

**Interdepartmental transfer for Drainage Improvement Projects
CC REGULAR**

Date: 04/28/2009
Submitted By: Norma Ceballos, COMM. PCT. #3
Department: COMM. PCT. #3
Agenda Category: Precinct #3

Information

CAPTION

Approval of interdepartmental transfer from within Certificates of Obligation Series 2009 Pct 3 Drainage Improvement Project (program 049) to Precinct 3 Prairie View Ph I (program 073) and Ph II (program 074) in the amount of \$600,000.00 to fund the drainage improvement projects.

BACKGROUND

Fiscal Impact

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

ACCT. #: 9-1339-431-00-123-049-0-890
MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Available balance as of 4/22/09 \$2,585,000.00

Attachments

Link: [Inter 15145](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	04/22/2009 03:10 PM	APRV
2	Perla Lopez	Perla Lopez	04/23/2009 08:54 AM	APRV
3	Auditor's Office		04/24/2009 05:37 PM	NEW

Form Started By: Norma Ceballos
Started On: 04/22/2009 02:07 PM
Final Approval Date: 04/24/2009

DATE: April 28, 2009

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

DEPARTMENT NAME: Pct. No. 3 - CO 2009 Drain Improvement
(#1339)

ACCOUNT NUMBER: 9-1339-431-00-123-XXX-0-XXX

2009

Transfer

AI-15145



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

Contact: Norma Ceballos
Ph#: ext 3007

Honorable Commissioners' Court of Hidalgo County:

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

[illegible]

REASON:

Transfer to fund Pct 3 Prairie View Ph I and Ph II Drainage Improvements Projects.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE _____

ATTEST COUNTY CLERK

AI-15146

19.C.4.

2009 Interdept transfer for Pct. 1 R & B from program 052 to program 005 (1201)

CC REGULAR

Date: 04/28/2009

Submitted By: Ivan Cantu, BUDGET & MANAGEMENT

Submitted For: Noe Montez, Pct. 1

Department: BUDGET & MANAGEMENT

Agenda Category: Budget and Management

Purchasing only: Interdepartmental Transfers

Information

CAPTION

Pct. 1 R & B (1201):

Approval of 2009 interdepartmental transfer from Pct. 1 Drainage Improvement, program no. 052, to Pct. 1 P/U Rd, program no. 005 in the amount of \$97,427.41 to fund payment for Closner Construction Co. (PO #616234).

BACKGROUND

PO #616234 is pending to be reclassified as requested by Auditor's office into Pct. 1 R & B program no. 005.

Fiscal Impact

FISCAL YEAR: 2009

ACCT. #: 9-1201-431-00-121-0XX-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

9-1201-431-00-121-052-0-733 --> 9-1201-431-00-121-005-0-433 \$97,427.41 to facilitate payment for PO #616234, pending PO liquidation and reclassification as per Auditor's request.

PO #616234 is pending to be reclassified as requested by Auditor's office into Pct. 1 R & B program no. 005; additional funds in the amount of \$37,460.09 is pending approval of line item transfer AI #15184.

Attachments

Link: [Pct 1 R & B transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	04/23/2009 02:59 PM	APRV
2	Budget & Management	Veronica Lopez	04/23/2009 03:14 PM	APRV
3	Veronica Lopez	Veronica Lopez	04/23/2009 03:33 PM	APRV
4	Auditor's Office	Ivan Cantu	04/24/2009 09:23 AM	APRV

5 Ivan Cantu (Originator) Ivan Cantu 04/24/2009 10:56 AM APRV

6 Purchasing Department Marty Salazar 04/24/2009 11:13 AM APRV

Form Started By: Ivan Cantu

Started On: 04/22/2009 02:31
PM

Final Approval Date: 04/24/2009

DATE: April 22, 2009

DEPARTMENT HEAD: Raul Silguero, Jr.

2009
Interdepartmental Transfer



DEPARTMENT NAME: Dept of Budget & Mgmt for Pct. 1 R & B

ACCOUNT NUMBER: 9-1201-431-00-121-0XX-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE / DECREASE ACCOUNT NUMBER			ACCOUNT (OBJECT) NAME	AMOUNT
FROM				
9-1201-431-00-121-052-0-	733	Pct. 1 Drain Imprv Prj.-	Drainage Ditches	(97,427.41)
TO				
9-1201-431-00-121-005-0-	433	Pct. 1 P/U Rd-	R & B R & M Service	97,427.41
TOTAL BUDGET INCREASE (DECREASE)				0.00

REASON:	To fund PO #616234 for Closner Construction Co. in relation to the Culvert Pipe Bridge Washed Out project (Mile 3N & FM 491). The PO is pending to be liquidated and reclassified into the P/U Rd program no. 005. as per Auditor's request.

SIGNATURE

COMMISSIONERS COURT

DATE _____

ATTEST, COUNTY CLERK

AI-15167

19.C.5.

**BCAP Inter-departmental Transfer
CC REGULAR**

Date: 04/28/2009
Submitted By: Norma Ceballos, COMM. PCT. #3
Department: COMM. PCT. #3
Agenda Category: Precinct #3

Information

CAPTION

Approval of 2009 inter-departmental transfer for Precinct #3 Colonia Access Program fund (1311) from El Paraiso (program 247) to Jessan Subdivision (program 350) and Resub Plat Jimenez Subdivision (program 911) in the amount of \$16,804.05

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1311-431-00-123-247-0-733
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Available balance as of 4/23/09 \$43,298.84

Attachments

Link: [transfer](#)

Link: [transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	04/23/2009 11:28 AM	APRV
2	Perla Lopez	Perla Lopez	04/23/2009 02:42 PM	APRV
3	Auditor's Office	Angela Garcia	04/23/2009 04:39 PM	APRV
4	Perla Lopez	Perla Lopez	04/23/2009 05:00 PM	APRV
5	Purchasing Department	Marty Salazar	04/24/2009 10:51 AM	APRV

Form Started By: Norma Ceballos

Started On: 04/23/2009 10:53 AM

Final Approval Date: 04/24/2009

INTER-DEPARTMENTAL TRANSFER

DATE: April 28, 2009

DEPARTMENT HEAD: Joe M. Flores, Commissioner

DEPARTMENT NAME: Hidalgo County Precinct #3

ACCOUNT NUMBER: 9-1311-431-00-123-XXX-0-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:		
9-1311-431-00-123-247-0-733	El Paraiso S/D Drainage Ditches	(8,694.00)
TO:		
9-1311-431-00-123-350-0-731	Jessan S/D Roads	\$ 3,404.50
9-1311-431-00-123-350-0-733	Jessan S/D Drainage Ditches	\$ 5,289.50
Total Budget (Increase/Decrease)		0.00

REASON: To cover expected expenses. To Award the lowest bid.

Department Head Signature

Date

Approved Commissioners' Court

Attest County Clerk

INTER-DEPARTMENTAL TRANSFER

DATE: April 28, 2009

DEPARTMENT HEAD: Joe M. Flores, Commissioner

DEPARTMENT NAME: Hidalgo County Precinct #3

ACCOUNT NUMBER: 9-1311-431-00-123-XXX-0-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:		
9-1311-431-00-123-247-0-733	El Paraiso S/D Drainage Ditches	(8,110.05)
TO:		
9-1311-431-00-123-911-0-731	Resub Plat Jimenez S/D Roads	\$ 8,110.05
Total Budget (Increase/Decrease)		0.00

REASON: To cover expected expenses. To Award the lowest bid.

Department Head Signature

Date

Approved Commissioners' Court

Attest County Clerk

AI-15128

19.C.6.

2009 interdept transfer for Pct. 1 CO's 2009

CC REGULAR

Date: 04/28/2009

Submitted By: Ivan Cantu, BUDGET & MANAGEMENT

Submitted For: Dina Trevino

Department: BUDGET &
MANAGEMENT

Agenda Category: Budget and
Management

Purchasing only: Interdepartmental
Transfers

Information

CAPTION

Pct. 1 CO's 2009 (1339):

1. Approval of 2009 interdepartmental transfer from Pct. 1 Drainage Improvement, program no. 052, to Pct. 1 Pond (Mile 21 N & M 5 1/2W) project, program no. 057, in the amount of \$1,250.00 to fund payment for invoice #1078 for Leonel Garza, Jr, & Associates (PO #616246).

2. Approval of 2009 interdepartmental transfer from Pct. 1 Drainage Improvement, program no. 052, to Pct. 1 M 13N & M 6W project, program no. 055, in the amount of \$10,454.35 to fund Work Authorization No. 11 for L & G Engineering.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009

ACCT. #: 9-1339-431-00-121-0XX-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

9-1339-431-00-121-052-0-742 --> 9-1339-431-00-121-057-0-733 \$1250.00 to fund payment for invoice #1078 for Leonel Garza, Jr. & Associates. Funds available as of 04/24/09.

PO #616246 needs to be reclassified to fund 1339 program no. 057, obj. 733, refer to AI #15066 CC 4-21-09 consent agenda, pending reclassification after approval of transfer.

9-1339-431-00-121-052-0-742 --> 9-1339-431-00-121-055-0-733 \$10,454.35 to fund WA #11 for L & G Engineering for M 13N & M 6W drainage project. Funds available as of 04/24/09.

Attachments

Link: Pct. 1 CO's 2009 transfer

Form Routing/Status

Route Seq Inbox

Approved By Date

Status

1	Ivan Cantu (Originator)	Ivan Cantu	04/21/2009 11:48 AM	APRV
2	Budget & Management	Veronica Lopez	04/21/2009 01:01 PM	APRV
3	Sylvia Solis		04/24/2009 10:51 AM	PEND
4	Auditor's Office	Angela Garcia	04/23/2009 01:28 PM	APRV
5	Ivan Cantu (Originator)	Ivan Cantu	04/23/2009 02:31 PM	APRV
6	Sylvia Solis	Sylvia Solis	04/24/2009 09:19 AM	APRV
7	Purchasing Department	Marty Salazar	04/24/2009 10:51 AM	APRV

Form Started By: Ivan Cantu
Started On: 04/21/2009 11:31 AM

Final Approval Date: 04/24/2009

DATE: April 27, 2009

DEPARTMENT HEAD: Raul Silguero, Jr.

2009
Interdepartmental Transfer



DEPARTMENT NAME: Dept of Budget & Mgmt for Pct. 1
CO's 2009

REVISED AI 15128, 19.C.6.

ACCOUNT NUMBER: 9-1339-431-00-121-0XX-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER			ACCOUNT (OBJECT) NAME		AMOUNT
FROM					
9-1339-431-00-121-052-0-	742	CO, 2009-Pct. 1 Drain Imprv.-	Heavy Equipment		(1,250.00)
9-1339-431-00-121-052-0-	742	CO, 2009-Pct. 1 Drain Imprv.-	Heavy Equipment		(10,454.35)
TO					
9-1339-431-00-121-057-0-	719	CO, 2009-Pct. 1 Pond (M 21N & M 5 1/2 W)-	Land		1,250.00
9-1339-431-00-121-055-0-	733	CO, 2009-M13N & M6W-	Drainage Ditches		10,454.35
TOTAL BUDGET INCREASE (DECREASE)					0.00

REASON:	To fund invoice #1078 for Leonel Garza, Jr. & Assoc. in relation to the Pond Project (PO #616246); to fund WA #11 for the Mile 13N & Mile 6 W drainage project for L & G Engineering.

SIGNATURE

COMMISSIONERS COURT

DATE _____

ATTEST, COUNTY CLERK

AI-15150

19.C.7.

**2009 interdept transfer for Pct. 4 CO's 2009
CC REGULAR**

Date: 04/28/2009
Submitted By: Jr. Munoz, COMM. PCT. #4
Department: COMM. PCT. #4
Agenda Category: Budget and Management

Information

CAPTION

Pct. 4 Drainage Improvement Projects CO's 2009 Series (1339):
Approval of 2009 interdepartmental transfer within Certificate of Obligation Series 2009
Pct. 4 Drainage Improvement Project from program no. 036, to:
A) North Branch Drain project, program no. 049, in the amount of \$49,500.00,
B) San Carlos Drain project , program no. 050, in the amount of \$13,500.00
C) Schunior Drain project, program no. 051, in the amount of \$22,500.00,
D) Curry Drain project, program no. 052, in the amount of \$45,000.00,
E) Tex-Mex Drain project, program no. 053 in the amount of \$4,500.00
F) Alamo Acres project, program no. 040 in the amount of \$9,729.00
for a total amount of \$144,729.00 to fund anticipated Invoices.

BACKGROUND

To cover anticipated Title and Appraisal reports.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1339-431-00-124-036-0-890
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

9-1339-431-00-124-036-0-890-->9-1339-431-00-124-049-0-733 \$49,500.00
9-1339-431-00-124-036-0-890-->9-1339-431-00-124-050-0-733 \$13,500.00
9-1339-431-00-124-036-0-890-->9-1339-431-00-124-051-0-733 \$22,500.00
9-1339-431-00-124-036-0-890-->9-1339-431-00-124-052-0-733 \$45,000.00
9-1339-431-00-124-036-0-890-->9-1339-431-00-124-053-0-733 \$ 4,500.00
9-1339-431-00-124-036-0-890-->9-1339-431-00-124-040-0-711 \$ 9,729.00

Funding available as of 4-24-09.

Attachments

Link: [interdept transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	04/23/2009 07:46 AM	APRV

2	Manuel Chapa	Manuel Chapa	04/24/2009 10:19 AM	APRV
3	Auditor's Office		04/24/2009 05:37 PM	NEW

Form Started By: Jr. Munoz

Started On: 04/22/2009 03:30 PM

Final Approval Date: 04/24/2009

DATE: April 27, 2009

DEPARTMENT HEAD: Oscar L. Garza Jr.

DEPARTMENT NAME: Hidalgo County Precinct No.4
CO 2009 Pct4 Drain Improvement

ACCOUNT NUMBER: 9-1339-431-00-124-XXX-0-XXX

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

Contact: Rinaldo Munoz Jr
Ph#: 956-383-3112 Ext. 4002

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
From:		
9-1339-431-00-124-036-0-890	CO2009 Pct4 Drain Improv.- Other	(144,729.00)
To:		
9-1339-431-00-124-049-0-733	CO2009 Pct4 North Branch Drian - Drainage Ditches	\$49,500.00
9-1339-431-00-124-050-0-733	CO2009 Pct4 San Carlos Drian - Drainage Ditches	\$13,500.00
9-1339-431-00-124-051-0-733	CO2009 Pct4 Schunior Drian - Drainage Ditches	\$22,500.00
9-1339-431-00-124-052-0-733	CO2009 Pct4 Curry Drian - Drainage Ditches	\$45,000.00
9-1339-431-00-124-053-0-733	CO2009 Pct4 Tex-Mex Drian - Drainage Ditches	\$4,500.00
9-1339-431-00-124-040-0-711	CO2009 Pct4 Alamo Acres - Right of Way	\$9,729.00
TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON:
Transfer to cover anticipated title reports and payment for Joe Williams Hudgens, Sheryl Flo Hudgens, and QHA.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK



2009

Transfer

AI# - 15150

AI-15172

19.C.8.

**2009 Interdepartmental Transfer for El Monte Subdivision Pct. No. 1
CC REGULAR**

Date: 04/28/2009
Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For: John Paul Lugo
Department: COLONIA ACCESS PROGRAM
Agenda Category: Budget and Management **Purchasing only:** CAP Pct.1

Information

CAPTION

Pct. 1 BCAP (1311)

Approval of 2009 interdepartmental transfer from RC Babb #2, program no. 576 to El Monte program no. 245 in the amount of \$2,330.00 to fund road & drainage improvement expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009

ACCT. #: 9-1311-431-00-121-XXX-X-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

from RC Babb #2, program no. 576 to El Monte, program no. 245 in the amount of \$2,330.00 to fund drainage improvement expenditures.

Attachments

Link: Pct. 1 BCAP transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu	Ivan Cantu	04/23/2009 03:19 PM	APRV
2	Budget & Management	Veronica Lopez	04/23/2009 03:42 PM	APRV
3	Ivan Cantu	Ivan Cantu	04/23/2009 03:49 PM	APRV
4	Auditor's Office		04/24/2009 05:37 PM	NEW

Form Started By: Marcie Jackson
Started On: 04/23/2009 01:48 PM

Final Approval Date: 04/24/2009

DATE: April 23, 2009

DEPARTMENT HEAD: Raul Silguero, Jr.

2009
Interdepartmental Transfer



DEPARTMENT NAME: Dept of Budget & Mgmt for Pct. 1
BCAP

ACCOUNT NUMBER: 9-1311-431-00-121-XXX-X-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.

[illegible]

REASON:	To fund road & drainage improvement expenditures for the above Pct. 1 BCAP project.

SIGNATURE

[illegible]

ATTEST, COUNTY CLERK

AI-15147

19.D.1.

2009 Interfund for USDA Grant (1284)

CC REGULAR

Date: 04/28/2009

Submitted By: Dale Kennan, BUDGET & MANAGEMENT

Submitted For: USDA Grant (1284)

Department: BUDGET & MANAGEMENT

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

Information

CAPTION

Sheriff's Office:

Approval of 2009 interfund transfer from Sheriff's Investigation (HB65) Fund (1227), Sheriff's Fed Sharing-US Treasury (1228) and the Sheriff's Fed Sharing-US Dept. of Justice (1229) into the USDA Grant Fund (1284) in the total amount of \$94,457.50.

BACKGROUND

Fiscal Impact

FISCAL YEAR:

ACCT. #: Various

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

From funds 1227-1229 into 1284 in the total amount of \$94,457.50. Funding available pending the unreservation of funds in fund 1227-1229.

Attachments

Link: [2009 Interfund for USDA Grant \(1284\)](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sergio Cruz	Sergio Cruz	04/22/2009 06:01 PM	APRV
2	Budget & Management	Veronica Lopez	04/23/2009 07:44 AM	APRV
3	Manuel Chapa	Angela Garcia	04/23/2009 02:50 PM	APRV
4	Dale Kennan (Originator)	Dale Kennan	04/23/2009 03:08 PM	APRV
5	Auditor's Office		04/24/2009 05:37 PM	NEW
Form Started By: Dale Kennan			Started On: 04/22/2009 02:49 PM	

Final Approval Date: 04/24/2009

DATE: April 23, 2009

2009

Transfer

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Budget & Management for the
USDA GRANT (1284)

ACCOUNT NUMBERS: From: 1227-1229 Account & Fund Balances
To: 9-1284-421-00-280-062-0-XXX

Contact: Dale Kennan Ph#: (956) 292-7025 Ext. 5406



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

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
9-1228-421-00-280-006-0-741	SHRF FED SHARING-US TREAS-VEHICLES	(1,433.50)
9-1227-491-01-000-284-0-891	TRANSFERS OUT- USDA GRANT	24,000.00
9-1228-491-01-000-284-0-891	TRANSFERS OUT- USDA GRANT	35,457.50
9-1229-491-01-000-284-0-891	TRANSFERS OUT- USDA GRANT	35,000.00
9-1284-391-01-000-227-0-000	TRANSFERS IN- SHRF INVESTIG HB65	24,000.00
9-1284-391-01-000-228-0-000	TRANSFERS IN- SHRF FED SHARING-US TREAS	35,457.50
9-1284-391-01-000-229-0-000	TRANSFERS IN- SHRF FED SHARING-USDJ	35,000.00
9-1284-421-00-280-062-0-611	USDA GRANT-POLICE SUPPLIES	15,832.50
9-1284-421-00-280-062-0-741	USDA GRANT-VEHICLES	74,186.00
9-1284-421-00-280-062-0-748	USDA GRANT-OTHER EQUIPMENT	4,439.00
TOTAL BUDGET INCREASE (DECREASE) 1227		24,000.00
TOTAL BUDGET INCREASE (DECREASE) 1228		34,024.00
TOTAL BUDGET INCREASE (DECREASE) 1229		35,000.00
TOTAL BUDGET INCREASE (DECREASE) 1284		94,457.50

REASON: To aquire additional funding as needed for the USDA GRANT (1284) in the amount of \$94,457.50.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-15144

19.E.1.

2009 BA for USDA Grant (1284) & USDA Loan (1301)

CC REGULAR

Date: 04/28/2009
Submitted By: Dale Kennan, BUDGET & MANAGEMENT
Submitted For: USDA Grant (1284) & USDA Loan (1301)
Department: BUDGET & MANAGEMENT

Agenda Category: Budget and Management
Purchasing only: Budget Appropriations

Information

CAPTION

Sheriff's Office:

A. Approval of certification of revenue, as certified by the County Auditor, for USDA Tax Notes and First Responder Units Grant.

B. Approval of 2009 appropriation of funds for the United States Department of Agriculture (USDA) grant (1284) in the amount of \$46,308.00, to pay a portion of the cost of a New Evidence Collection Vehicle and 2 First Responder Unit for the Sheriff's Office.

C. Approval of 2009 appropriation of funds for the United States Department of Agriculture (USDA) loan (1301) in the amount of \$225,000.00, to pay a portion of the cost of a New Evidence Collection Vehicle and 2 First Responder Unit for the Sheriff's Department.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 9-1284-421-00-280-062-0-741

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

BUDGETARY IMPACT:

Funding is to come from USDA grant proceeds.

FISCAL YEAR: **ACCT. #:** 9-1301-421-00-280-062-0-741

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

BUDGETARY IMPACT:

Funding is to come from USDA loan proceeds.

Attachments

Link: 2009 BA for USDA Grant (1284)

Link: 2009 BA for USDA Loan (1301)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sergio Cruz	Sergio Cruz	04/22/2009 02:39 PM	APRV
2	Budget & Management	Veronica Lopez	04/22/2009 03:09 PM	APRV
3	Manuel Chapa	Manuel Chapa	04/24/2009 02:30 PM	APRV
4	Auditor's Office		04/24/2009 05:37 PM	NEW

Form Started By: Dale Kennan

Started On: 04/22/2009 01:42
PM

Final Approval Date: 04/24/2009

DATE: April 22, 2009

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Dept. of Budget & Mgmt. for the USDA Grant (1284)

ACCOUNT NUMBER: 9-1284-421-00-280-062-0-741

Contact: Dale Kennan Ph#: (956) 292-7025 Ext. 5406

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
9-1284-421-00-280-062-0-741	USDA GRANT-VEHICLES	46,308.00
9-1284-331-10-280-062-0-000	USDA GRANT-REVENUE	46,308.00
TOTAL BUDGET INCREASE (DECREASE)		\$ 46,308.00

REASON: To appropriate funding in the amount of \$46,308.00 into USDA GRANT-VEHICLES to cover a portion of the purchase price of a new Evidence Collection Vehicle for the Sheriff's Department and 2 new 4x4 F150 first responder vehicles.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

2009
Appropriation



DATE: April 22, 2009

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Dept. of Budget & Mgmt. for the USDA Loan (1301)

ACCOUNT NUMBER: 9-1301-421-00-280-062-0-741

Contact: Dale Kennan Ph#: (956) 292-7025 Ext. 5406

2009
Appropriation



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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
9-1301-421-00-280-062-0-741	USDA LOAN-VEHICLES	225,000.00
9-1301-390-10-000-000-0-000	USDA LOAN-REVENUE	225,000.00
TOTAL BUDGET INCREASE (DECREASE)		\$ 225,000.00

REASON: To appropriate funding in the amount of \$225,000.00 into USDA LOAN-VEHICLES to cover a portion of the purchase price of a new Evidence Collection Vehicle for the Sheriff's Department.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-15127

20.A.4.

**Roadway Light Fixture Maintenance-Precincts' Nos. 1 & 3
CC REGULAR**

Date: 04/28/2009

Submitted By: Olga Montero, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

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

Information

CAPTION

Recommending award of bid and approval of contract document to the lowest bidder meeting all specifications/requirements, terms and conditions as stated in the RFB No. 2009-095-03-11-otm-"Roadway Light Fixture and Maintenance" for Hidalgo County Precincts 1 & 3.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009

ACCT. #: 9-1201-431-00-121-005-0-433

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available Balance as of 4-22-09 \$74,517.92. Services are on an "as needed basis".

FISCAL YEAR: 2009

ACCT. #: 9-1315-431-00-123-030-0-841

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available Balance as of 4-22-09 \$1,000.00; services are on an "as needed basis".

Attachments

Link: [ACCEPTANCE SHEET](#)

Link: [PARTICIPATION LOG](#)

Link: [RECOMMENDATION LETTER PCT 1](#)

Link: [RECOMMENDATION LETTER PCT 3](#)

Link: [TAB SHEET](#)

Link: [CONTRACT LUMATEC LIGHTING SERVICE](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/22/2009 02:08 PM	APRV
2	Budget & Management	Veronica Lopez	04/22/2009 03:06 PM	APRV
3	Ivan Cantu	Ivan Cantu	04/22/2009 03:51 PM	APRV

4

Auditor's Office

04/24/2009 05:37 PM NEW

Form Started By: Olga Montero

Started On: 04/21/2009 11:12
AM

Final Approval Date: 04/24/2009

**HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET**

DEPARTMENT NAME: HIDALGO COUNTY

BID OPENING DATE: MARCH 11, 2009

BID OPENING TIME: 9:30 A.M.

DESCRIPTION OF BID: ROADWAY LIGHT FIXTURES MAINTENANCE

BID NO: 2009-095-03-11-OTM

BID # RFB#	NAME OF COMPANY	ACKNOWLEDGMENT OF RECEIPT
#1	Lumatec Lighting Service PO Box 2225 McAllen, Tx 78502 (956) 664-1854 c/o: Victor T. Rios	✓
#2	Austin Traffic Signal Construction Co. LP 4615 Priem Lane Pflugerville, Tx 78660 (512) 255-9951 c/o: Ed Schroeder	✓
#3		
#4		
#5		

**HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS
RFB-RFP-RFQ**

BID OPENING DATE: MARCH 11, 2009 **BID OPENING TIME: 9:30 A.M.**
DEPARTMENT/BID DESCRIPTION: HIDALGO COUNTY PCTS' 1 & 3 -ROADWAY
LIGHT FIXTURES MANTENANCE.
BID NO.: 2009-095-03-11-OTM

NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHYSICAL ADDRESS, PHONE No., FAX No. and E-MAIL ADDRESS
Jas Electric Inc. David Casarez Nyrs1018@yahoo.com	Email	OLGA MONTERO	1/25/09	1943 Portland McAllen, Tx (956) 287-3233
Texas Diamond Construction Frank Nava Lgonzaes10@vanguardeng.com	Email	OLGA MONTERO	1/25/09	4019 Exp 83 Weslaco Tx 78596 (956) 514-5086
Austin Traffic Signal Steve Rutledge steve@atsec.com	Email	OLGA MONTERO	1/25/09	2431 FM 493 Donna Tx 78543 (956) 239-1615 / (956)461-2452
Lumatec Lighting Service Victor Rios Lumateclighting2000@yahoo.com	email	OLGA MONTERO	1/25/09	PO BOX 2225 McAllen Tx 78502 (956) 664-1854
EFS Industries Eddie Fuentes Eddie4999@yahoo.com	Email	OLGA MONTERO	1/25/09	406 E. 30 th Mission Tx 78572 (956) 463-5708
James L. Bantz, III James.bantz@metroelectric-rgv-com	Email	OLGA MONTERO	1/25/09	(956) 686-2323 Ext. 120 (956) 686-2406 fax
Asset Lighting & Electric, Inc. assetlighting@verizon.net	Email	OLGA MONTERO	1/25/09	PH: 732-942-7738 Fax: 732-942-4671



PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: Commissioner Sylvia Handy
Hidalgo County Precinct No. 1
Fax: 956-973-7804

ATTN: Noe Montez

FROM: Olga Montero, Buyer *OM*
Hidalgo County Purchasing Department

DATE: April 02, 2009

RE: **BID NO. 2009-095-03-11-otm**
BID - "ROADWAY LIGHT FIXTURES AND MAINTENANCE"

Enclosed, for your review, comments and recommendations, please find a copy of the Bid Tabulation Sheet and bids submitted for the referenced bid project.

Please submit your recommendation as soon as possible, in order to place on the next Commissioner's Court Meeting for award of bid.

Please include the account number(s) for the above mentioned product:

Acct:# 9-1201-431-00-121-005-0-433

Award to Vendor(s): LUMATEC Lighting Service

Should you have any questions, or require further information, please do not hesitate to call me at (956) 318-2626.

Thank you for your attention and cooperation to this matter.

Encl.

xc:

file

Memorandum

To: Purchasing Department
Attn: Olga Montero
From: Noe Montez, Pct. 1 
Date: 4/20/2009
Re: Bid No. 2009-095-03-11-otm

Please be advised that Pct. 1 is recommending award to Lumatec Lighting Service for the above mentioned project. After reviewing the tabulation sheet it will be in the best interest to award this contract to Lumatec which is the low bidder.

Thanks

Noe Montez



PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: Commissioner Joe Flores
Hidalgo County Precinct No. 3
Fax: 205-7009

ATTN: Norma Ceballos

FROM: Olga T. Montero, Buyer *OTM*
Hidalgo County Purchasing Department *Norma Ceballos*

DATE: April 02, 2009

RE: BID NO. 2009-095-03-11-otm
BID - "ROADWAY LIGHT FIXTURES AND MAINTENANCE"

Enclosed, for your review, comments and recommendations, please find a copy of the Bid Tabulation Sheet and bids submitted for the referenced bid project.

Please submit your recommendation as soon as possible, in order to place on the next Commissioner's Court Meeting for award of bid.

Please include the account number(s) for the above mentioned product:

Acct:# 9-1515-431-10-123-050-0-871

Award to Vendor(s): Don't know who to award to

Should you have any questions, or require further information, please do not hesitate to call me at (956) 318-2626.

Thank you for your attention and cooperation to this matter.

Encl

xc: file

**HIDALGO COUNTY
PRECINCT NOS. 1 & 3
ROADWAY LIGHT FIXTURES MAINTENANCE**

RFB NO. 2009-095-03-11-OTM

TABULATION SHEET

	DESCRIPTION	LUMATEC LIGHTING SERVICE	AUSTIN TRAFFIC SIGNAL
1	Lane closure	\$5,000.00 per unit	\$1900.00
2	Remove and replace luminaire fixtures	\$425.00	\$972.00
3	Replace wire and fuses	\$460.00	\$155.00
4	Remove and replace photo calls	\$95.00	\$145.00
5	Remove and replace lamps	\$125.00	\$130.00
6	Remove and replace ballasts	\$325.00	\$533.00
	Reset up to 50' pole (includes but not limited to resetting/replacement of: pole, mast arm, luminaires with the reuse of existing concrete base and anchor bolts) Total labor/materials/equipment per pole	This item is included in the \$5000.00 cost listed in Item 1 (under Lane Closure) As per vendor	\$4585.00
	Re-lamp poles (lighting standards up to 50' foot) includes work necessary to make light fixtures function correctly	This item is included in the \$5000.00 cost listed in Item 1 (under Lane Closure) As per vendor	\$1200.00
	Trencher and operator: to include trenching and cable replacement per foot, proper backfill and compaction depth of 12" below grade.	Common (per foot): \$2.25 Rocky (per foot): \$3.15	Common (per foot): \$14.00 Rocky (per foot): \$18.00
A	Foreman	\$42.50	\$55.00
B	Electrician	\$30.00	\$73.00
C	Operator	\$35.00	\$36.00
D	Ground Men/Labor	\$17.50	\$33.00
E	12 ton 56" JLG Crane	\$150.00	\$45.00
F	4 ton 46' Nat'l Crane with bucket	\$125.00	\$67.00
G	Altec AM 660 bucket 40'	\$100.00	\$75.00
H	Hi ranger TDI 65 55'	\$125.00	\$95.00
I	30 HP 360 case trencher/backhoe	\$120.00	\$48.00
J	6010 case directional drill up to 4" inch	No bid	\$278.00
K	6010 case directional drill up to 8" inch	No bid	\$360.00
L	Water truck with mud system	No bid	\$79.00
M	Dump truck	\$75.00	\$95.00
N	1 ton Pick- up with tools	\$50.00	\$21.00
O	Generator	\$100.00	\$10.00
P	Compressor	\$95.00	\$31.00
Q	Digger Derrick	\$150.00	\$175.00
R	Vacuum excavator	No bid	\$61.00

[illegible]

SERVICE CONTRACT
C-09-095-04-28

THIS CONTRACT is made and entered into this 28th day of April, 2009 by
and between the County of Hidalgo, Texas ("County"), and **Lumatec Lighting Service**, a
Texas Sole Proprietor ("Company").

WHEREAS, Company responded to request for bids for **"Roadway Light Fixtures Maintenance (for Hidalgo County Precincts' Nos. 1 & 3)"** (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" ("Vendor's Bid") respectively, and incorporated herein for all purposes (the "RFB Packet"); and

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

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

1. County and Company hereby agrees that this Contract is entered into in order to provide the Service to locations within Hidalgo County. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.
2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance

with the Specifications within **Hidalgo County** following a request for Services by the Hidalgo County or his designated agent(s). 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 **April 28, 2009** and ending **April 27, 2010** and may be extended at the sole discretion of County for an additional one (1) year period, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. County also reserves the right to continue this bid for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

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

5. All 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 **Lumatec Lighting Service**
Attn: Victor T. Rios-Owner
P.O. Box 2225
McAllen, Texas 78502-2225

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. 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.

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

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

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

COUNTY OF HIDALGO

ATTEST:

Arturo Guajardo, Jr. County Clerk

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

COMPANY: _____

By: _____

Printed Name: _____

Title: _____

Approved by Commissioners Court on:

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

By: _____

EXHIBIT “A” SPECIFICATIONS



PURCHASING DEPARTMENT
County Of Hidalgo

**REQUEST FOR BID (RFB)
CHECKLIST**

**HIDALGO COUNTY
(PRECINCTS NOS. 1 & 3)
"ROADWAY LIGHT FIXTURES MAINTENANCE
Bid No: 2009-095-03-11-otm**

1. Request For Bid Letter, consists of 1 page.
2. Request for Bid, Legal Notice, consisting of 8 pages. (Page 8 must be submitted with bid)
3. ~~Exhibit "A" Specifications and Exhibit "B" Bid page(s) consisting of 6 pages.~~
(Bid Pages Must be submitted with bid)
4. Exhibit "C" Insurance Requirements consisting of 3 pages. (Must be submitted with bid)
5. Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of 1 pages.
(Copy of Receipt and this form must be submitted with bid)
6. Vendor/Bidder Application and W-9 form consisting of 6 pages.
(Must be submitted with bid)
7. Certification Regarding Debarment 1 pages.
8. Draft Service Contract consisting of 5 pages.

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Martha L. Salazar
Thank you,

Martha L. Salazar, CPPB
Purchasing Agent

February 23, 2009
Date



PURCHASING DEPARTMENT
County Of Hidalgo

February 23, 2009

Re: **HIDALGO COUNTY (PRECINCT NOS. 1 & 3)**
Request for Bids –“ROADWAY LIGHT FIXTURES MAINTENANCE”
Bid No: 2009-095-03-11-OTM

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, CPPB
Hidalgo County Purchasing Agent

MLS/otm

Enclosures

Bid No: 2009-095-03-11	Buyer: Olga T. Montero	Tel. No: (956) 318-2626

REQUEST FOR BIDS

HIDALGO COUNTY

(PRECINCTS NOS. 1 & 3)

“ROADWAY LIGHT FIXTURES MAINTENANCE”

BID OPENING DATE:

MARCH 11, 2009

Contact Person:

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

1. Sealed bids will be received for **Hidalgo County (Precincts Nos. 1 & 3) – “ROADWAY LIGHT FIXTURES MAINTENANCE”** 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-2009-095-03-11-otm - Hidalgo County (Precincts Nos. 1 & 3) – “ROADWAY LIGHT FIXTURES MAINTENANCE”** and in County's Purchasing Department, 2812 S. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, MARCH 11, 2009. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO REQUEST FOR BIDS-2009-095-03-11-otm- Hidalgo County (Precincts Nos. 1 & 3) – “ROADWAY LIGHT FIXTURES MAINTENANCE”**. 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 of 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 (Precincts Nos. 1 & 3)- "ROADWAY LIGHT FIXTURES MAINTENANCE"**. 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:

Noe Montez
Hidalgo County Precinct #1
 1902 Joe Stevens Ave.
 Weslaco, Texas 78596
 (956) 968-8733

Norma Ceballos
Hidalgo County Precinct #3
 400 W. 13th
 Mission, Texas 78573
 (956) 585-4509

17. Schedule of Events

Bid Opening, 9:30 AM

MARCH 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
(Precincts Nos. 1 & 3)
"ROADWAY LIGHT FIXTURES MAINTENANCE"
BID NO.: 2009-095-03-11-otm

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 S. Business Hwy 281-New Administration Bldg.
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
(Precinct Nos. 1 & 3) -
"ROADWAY LIGHT FIXTURES MAINTENANCE"
RFB NO. 2009-095-03-11-otm
March 11, 2009

REQUIREMENTS, GENERAL TERMS AND CONDITIONS

The County of Hidalgo is seeking vendor(s) for "ROADWAY LIGHT FIXTURES MAINTENANCE", with strict responsible adherence with all specifications and/or requirements contained herein with the bidder submitting the lowest and complying bid.

The term of the contract shall be for a period of one year with the County's option to renew for an additional year under the same rates, terms and conditions. Hidalgo County reserves the right to extend this bid award for an additional sixty (60) day grace period at the end of the contract term due to unforeseen delay in the award of the new bid contract term.

Awarded vendor will be required to **maintain** the continuous lighting system on US 83 within the limits from Sta. 663+00 (1400' West of Showers Road to Sta. 715+00 (300' West of Abram Road) Circuits A and B (24 poles, 48 lights) and on US 83 within the limits from Sta. 1994+00 (470' East of FM 493) to Sta. 2076+00 (300' West of Miles 6 ½ Rd.) Circuits E, F, and G (43 poles, 80 lights) and Sta. 2277+00 (130' East of FM 1015) to Sta. 2302+00 (2,630' East of FM 1015) Circuits S and T (13 Poles, 24 Lights) inside Hidalgo County Precinct No. 1.

Awarded vendor must **maintain** and operate the lighting system in an efficient and sightly condition, including the furnishing of all equipment and labor and making any replacements which may become necessary.

The County of Hidalgo will obtain approval of the State before making any major changes in the design and/or operation of the lighting system or before the removal of any part of the installation except for the purpose of replacing identical or accepted equivalent equipment.

EXHIBIT "A" -- SPECIFICATIONS

1. These specifications are intended to establish an agreement for the maintenance and electrical repairs of the **overhead lighting** system in Hidalgo County.
2. Maintenance hereunder refers to all maintenance necessary to keep facilities fully operating, properly functioning, with a minimum of 95% of the lights burning at all times for their normal expected useful life. Said maintenance shall include repairs and/or replacement of any component parts of the facilities as may be necessary.
3. Each highway lighting facility system was constructed or modified in essential accordance with plans approved by the Texas Department of Transportation.
4. All work and materials shall conform to the requirements and regulations of the National Electric Safety Code.
5. All electrical work performed under the agreement shall be under the supervision of a licensed electrician.
6. ~~BIDDER QUALIFICATIONS: Each bidder shall list each piece of equipment,~~ brand, size, model, age and vehicle condition to be used for lighting repairs for this agreement. Equipment shall be readily identifiable at Contractor's equipment, logo, etc.
7. The bid will be awarded on a per unit cost basis. There is no guarantee on annual volume and will be on an "as needed basis only".
8. In the event the contractor fails to perform routine emergency lighting repairs in an "as built" and timely manner, the County may obtain services from a secondary vendor. In such event, Hidalgo County will charge the successful bidder the difference for any additional cost incurred by Hidalgo County for such item or service.
9. Orders will be given to the Contractor, by telephone and/or confirmed in writing, by the County.
10. The following price schedule will be utilized throughout the agreement period to pay for services.
11. The Contractor shall start the required maintenance and/or normal repairs within forty-eight (48) hours after receiving notice by telephone, except that no routing work shall be performed after 3:00 p.m. on Fridays; or on Saturdays, Sundays, or Holidays, unless specifically requested to do so by the County.
12. The work area of maintenance operations performed from the roadway, including shoulders and lane closures shall be signed, marked and/or flagged by Contractor in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways, current edition, as amended.

13. All materials incorporated in the work, to be accepted by the County, shall be new first-quality material installed in accordance with the manufacturer's instructions, or these specifications, whichever is more applicable. It is the intent of this specification to provide materials free from defects in workmanship and product.
14. The Contractor shall provide a written guarantee on workmanship and materials for a period of one (1) year after the date of acceptance by the County. Any defects observed within the one (1) year guarantee period shall be repaired and/or replaced to the City's satisfaction at no additional cost to the County.
15. The user department will notify the contractor when repair is needed. Contractor does not survey the poles periodically. Services will be on "as needed basis".
16. All costs and expenses associated with the preparation and submission of bids shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County Precinct No. 2.
17. Insurance requirements for this project (refer to requirements and limits on Exhibit "C" form).
18. Hidalgo County reserves the right to reject any/all bids, to waive any or all formalities, or to accept the bid considered the lowest, best and most advantageous to the County, including compliance to the bid specifications. Hidalgo County reserves the right to hold the bids for a period of ninety (90) days without taking action hereon. In cases of discrepancy between unit price and extension, the unit price shall govern.
19. Hidalgo County is requesting that any all questions, inquiries and clarifications regarding this bid be routed to:

Martha L. Salazar, CPPB/Purchasing Agent
Hidalgo County Purchasing Department
Attn: Olga T. Montero, Buyer
2802 S, Business Hwy. 281-New Administration Bldg.
Edinburg, Texas 78539

20. All written inquiries will be accepted via facsimile (956) 318-2626 or via-email: olga.montero@co.hidalgo.tx.us by no later than Wednesday, MARCH 4, 2009 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via-facsimile or email by no later than 5:00 p.m. on Friday, MARCH 6, 2009.

CLARIFICATION: Traffic Control is to be included all costs bid and in accordance with item 13 below. The Texas Department of Transportation approval is required for lane closures. There shall be no lane closure during weekdays rush hour periods from 6:00 a.m. to 8:00 a.m., and 4:00 p.m. to 6:00 p.m.

HIDALGO COUNTY (PALMVIEW)

PROJECT (CSJ)	CIRCUIT NO.	NO. OF POLES	NO. OF LIGHTS
0039-17-134	A	12	24
0039-17-134	B	12	24
TOTAL		24	48

HIDALGO COUNTY (MID VALLEY)

PROJECT (CSJ)	CIRCUIT NO.	NO. OF POLES	NO. OF LIGHTS
0039-18-085	D	1	2
0039-18-085	E	16	28
0039-18-085	F	13	26
0039-18-085	G	14	26
0039-18-085	S	5	10
0039-18-085	T	8	14
TOTAL		57	106

EXHIBIT "B"

HIDALGO COUNTY
(Precinct Nos. 1 & 3) -
"ROADWAY LIGHT FIXTURES MAINTENANCE"
RFB NO. 2009-095-03-11-otm

BID PAGE

Item	Qty.	Description	Unit Cost
01.		LANE CLOSURE	\$
02.		REMOVE AND REPLACE LUMINAIRE FIXTURES	\$
03.		REPLACE WIRE AND FUSES	\$
04.		REMOVE AND REPLACE PHOTO CELLS	\$
05.		REMOVE AND REPLACE LAMPS	\$
06.		REMOVE AND REPLACE BALLASTS	\$
		SEE ATTACHED SPECIFICATIONS FOR GENERAL REQUIREMENTS	

Reset up to 50' pole (includes, but not limited to, resetting/replacement of: pole, mast arm, luminaires, with the reuse of existing concrete base and anchor bolts).

TOTAL Labor, Materials, and Equipment per pole \$

Re-lamp poles (Lighting standards up to 50 foot) includes work necessary to make light fixture function correctly.

TOTAL Labor, Materials, and Equipment per pole \$

Trencher and Operator: To include trenching and cable replacement per foot, proper backfill and compaction depth of 12" below grade.

Common: \$ _____ Per foot

Rocky: \$ _____ Per foot

EXHIBIT "B"

HIDALGO COUNTY (Precinct Nos. 1 & 3) - "ROADWAY LIGHT FIXTURES MAINTENANCE" RFB NO. 2009-095-03-11-otm

CONTINUATION - BID PAGE

The following are examples of additional work that may be required during the term of the agreement and will be performed on a Time and Materials basis:

Inspect and replace electrical wiring as needed.

Time and Material (T & M) rates will be used for work outside the scope of the specified groups and for exception or special circumstances when completing a specific group. All T & M requires approval by the County.

Item	Summary of Labor and Equipment Classifications	Hourly Rates
a.	Foreman	\$
b.	Electrician	\$
c.	Operator	\$
d.	Ground Men/ Labor	\$
e.	12 Ton 56" JLG Crane	\$
f.	4 Ton 46' Nat'l Crane with Bucket	\$
g.	Altec AM 660 Bucket 40'	\$
h.	Hi Ranger TDI 65 55'	\$
i.	30 HP 360 Case Trencher/ Backhoe	\$
j.	6010 Case Directional Drill up to 4" inch	\$
k.	6010 Case Directional Drill up to 8" inch	\$
l.	Water Truck with Mud System	\$
m.	Dump Truck	\$
n.	1 Ton Pick up with Tools	\$
o.	Generator	\$
p.	Compressor	\$
q.	Digger Derrick	\$
r.	Vacuum Excavator	\$

EXHIBIT "C"

Insurance Requirements

Applicable to the Acquisition of Goods and /or Services (other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar (\$500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.
2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars (\$300,000.00) per person and Five Hundred Thousand Dollars (\$500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand (\$500,000.00) arising out of the services provided to County hereunder.
3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURER A
INSURER B
INSURER C
INSURER D
INSURER E

COVERAGES

GENERAL LIABILITY

AUTOMOBILE LIABILITY

GARAGE LIABILITY

EXCESS LIABILITY

WORKERS COMPENSATION
AND
EMPLOYER'S LIABILITY

OTHER

DESCRIPTION OF OPERATION, LOCATION, VEHICLES, EXCLUSIONS ADDED BY ENDORSEMENT, SPECIAL PROVISIONS:
County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

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

30

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

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

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

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

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

Authorized Representative

Date

Notice to Bidder:

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

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

THIS FORM MUST ACCOMPANY BID PACKET



PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

_____ necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

Authorized Signature

Date

Company

Address

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date

**HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application**

**Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us**

Company Name:		Telephone No. ()	
dba Name:			
Legal Name:			
Mailing Address :		Fax No. ()	
Physical Address:			
City, State, Zip		Tax I.D. No.	
Remit to Address :		City, State, Zip	
E-Mail Address:			
Representative(s) Name(s) & Title(s)			
Type of Organization (check one): ☐ Individual ☐ Partnership ☐ Corporation ☐ Non-Profit ☐ LLC ☐ Sole Proprietor ☐ Other, Specify			
State Identification No. _____ (Please attached completed W-9 form with this application) Federal Identification No. or (if individual) SS No.			
State of Incorporation: _____ Date: _____ Other:			
Type of Business (check one): ☐ Manufacturer ☐ Wholesaler ☐ Retailer ☐ Broker ☐ Distributor ☐ Service Organization ☐ Other, Specify			
<u>Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:</u>			
<u>Small and/or Disadvantaged Business Information (check application criteria)</u>			
<u>Small Business:</u> _____ <u>Disadvantaged Business (At Least 51% Ownership)</u>			
☐ Less than 125,000 annual gross receipt ☐ Black American ☐ Native American ☐ Less than 250,000 annual gross receipt ☐ Hispanic American ☐ Women ☐ Less than 499,000 annual gross receipt ☐ Asian Pacific American ☐ Other ☐ More than 500,000 annual gross receipt			
Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No			
Indicate Certification No.(s): _____ or are Certificate(s) attached?: ☐ Yes ☐ No			
What type of product(s) is/are solicited by your company?:			
Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No			
<u>To Be Completed by the County:</u> Rec'd by (Purchasing): _____ Date Rec'd by (Purchasing): _____ Date Forwarded Information to Auditor's Office: _____ Entry Date: _____ Vendor No.: _____			



Revised 12/14/06

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: _____

**Request for Taxpayer
Identification Number and Certification**

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/
Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶

☐ Exempt from backup
withholding

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
| | | + | | | | |

or

Employer identification number
| | + | | | | | |

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

**Sign
Here**

Signature of
U.S. person ▶

Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).
2. The United States or any of its agencies or instrumentalities.
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities.
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. ~~A dealer in securities or commodities required to register~~ in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.socialsecurity.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

**Certification
Regarding Debarment, Suspension and Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state ~~antitrust statutes or commission of embezzlement, theft, forgery, bribery,~~ falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: _____
Print Name: _____
Title: _____
Telephone Number: _____
Date: _____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

DRAFT

THE STATE OF TEXAS '

COUNTY OF HIDALGO '

**SERVICE CONTRACT
C-09-095-00-00**

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

WHEREAS, Company responded to advertised notices for bids for **{ROADWAY LIGHT FIXTURES MAINTENANCE}** for Hidalgo County (Precincts Nos. 1 & 3) (the "Services"); and

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

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

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

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services to Hidalgo County (Precincts Nos. 1 & 3) for **"ROADWAY LIGHT FIXTURES MAINTENANCE."** 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**. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of one (1) year, beginning _____ and ending on _____ and may be extended at the sole discretion of County for an additional one (1) year, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. Hidalgo County reserves the right to extend this bid award for an additional sixty (60) day grace period at the end of the contract term due to unforeseen delay in the award of the new bid for the next contract term.

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

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

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

invoice submitted by Company.

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

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

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

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

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

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

If to County:

**The County of Hidalgo
Attn: County Judge
100 E. Cano**

DRAFT

Edinburg, Texas 78539

If to Company

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

~~14. 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, (c) terminated by County with thirty day's written notice prior to cancellation.

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.

DRAFT

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

COUNTY OF HIDALGO

ATTEST:

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

Arturo Guajardo Jr., County Clerk

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

APPROVED AS TO FORM:

By: _____

EXHIBIT “B” VENDOR’S BID

EXHIBIT "B"

HIDALGO COUNTY
(Precinct Nos. 1 & 3) -
"ROADWAY LIGHT FIXTURES MAINTENANCE"
RFB NO. 2009-095-03-11-otm

BID PAGE

Item	Qty.	Description	Unit Cost
01.	1	LANE CLOSURE	\$ 5,000.00per Unit
02.		REMOVE AND REPLACE LUMINAIRE FIXTURES	\$ 425.00
03.		REPLACE WIRE AND FUSES	\$ 460.00
04.		REMOVE AND REPLACE PHOTO CELLS	\$ 95.00
05.		REMOVE AND REPLACE LAMPS	\$ 125.00
06.		REMOVE AND REPLACE BALLASTS	\$ 325.00
		SEE ATTACHED SPECIFICATIONS FOR GENERAL REQUIREMENTS	

Reset up to 50' pole (includes, but not limited to, resetting/replacement of: pole, mast arm, luminaires, with the reuse of existing concrete base and anchor bolts).

TOTAL Labor, Materials, and Equipment per pole \$

Re-lamp poles (Lighting standards up to 50 foot) includes work necessary to make light fixture function correctly.

TOTAL Labor, Materials, and Equipment per pole \$

Trencher and Operator: To include trenching and cable replacement per foot, proper backfill and compaction depth of 12" below grade.

Common: \$ 2.25 Per foot

Rocky: \$ 3.15 Per foot

EXHIBIT "B"

HIDALGO COUNTY
(Precinct Nos. 1 & 3) -
"ROADWAY LIGHT FIXTURES MAINTENANCE"
RFB NO. 2009-095-03-11-otm

CONTINUATION - BID PAGE

The following are examples of additional work that may be required during the term of the agreement and will be performed on a Time and Materials basis:

Inspect and replace electrical wiring as needed.

Time and Material (T & M) rates will be used for work outside the scope of the specified groups and for exception or special circumstances when completing a specific group. All T & M requires approval by the County.

Item	Summary of Labor and Equipment Classifications	Hourly Rates
a.	Foreman	\$ 42.50
b.	Electrician	\$ 30.00
c.	Operator	\$ 35.00
d.	Ground Men/ Labor	\$ 17.50
e.	12 Ton 56" JLG Crane	\$ 150.00
f.	4 Ton 46' Nat'l Crane with Bucket	\$ 125.00
g.	Altec AM 660 Bucket 40'	\$ 100.00
h.	Hi Ranger TDI 65 55'	\$ 125.00
i.	30 HP 360 Case Trencher/ Backhoe	\$ 120.00
j.	6010 Case Directional Drill up to 4" inch	\$ _____
k.	6010 Case Directional Drill up to 8" inch	\$ _____
l.	Water Truck with Mud System	\$ _____
m.	Dump Truck	\$ 75.00
n.	1 Ton Pick up with Tools	\$ 50.00
o.	Generator	\$ 100.00
p.	Compressor	\$ 95.00
q.	Digger Derrick	\$ 150.00
r.	Vacuum Excavator	\$ _____

Olga Montero

From: Victor, Victor Rios, Rios [lumateclighting2000@yahoo.com]
Sent: Thursday, April 02, 2009 2:27 PM
To: olga.montero@co.hidalgo.tx.us
Subject: Roadway Light Fixtures Maintenance Bid: 2009-095-03-11-0tm

Olga,

As per your questions on the following:

Reset up to 50' pole (includes ,but not limited to, resetting/replacement of :pole , mast arm,luminaires, with the reuse of existing concrete base and anchor bolts).

Total Labor , Materials, and Equipment per pole \$ (included in Item 01)

and also the

Re-lamp poles (Lighting standards up to 50 foot) includes work necessary to make light fixture function correctly.

Total Labor, Materials, and Equipment per pole \$ (cost included in Item 01)

On the description for Lane Closure the cost for this two items is included on item number 01 unit cost is \$5,000.00 per unit.

Thank you

Victor T Rios
Owner
Lumatec Lighting Service

EXHIBIT “C” INSURANCE REQUIREMENTS

ACORD™ CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
04/20/09

PRODUCER

Willis of Texas, Inc.
(956)682-9423 FAX(956)687-1286
1400 N McColl Rd Suite 105
McAllen, TX 78501

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC

INSURER A: **Essex Insurance Company****39020**INSURER B: **Mt Hawley****37974**INSURER C: **Hartford Underwriters Ins Co****30104**INSURER D: **Travelers Property Casualty****31194**

INSURER E:

INSURED

Lumatec Lighting Service
P O Box 2225
McAllen, TX 78502

COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☒ PD Ded:250 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC	3DB1036	03/26/09	03/26/10	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
D		AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS	BA5943B49709	01/20/09	01/20/10	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 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 \$
B		EXCESS/UMBRELLA LIABILITY ☒ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE RETENTION \$	EMX0307434	08/08/08	08/08/09	EACH OCCURRENCE \$1,000,000 AGGREGATE \$ \$ \$ \$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	46WECGD3788	01/22/09	01/22/10	WC STATU-TORY LIMITS ☐ OTH-ER ☐ 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

RE: Roadway Light Fixtures Maintenance Bid #2009-095-03-11-OTM

CERTIFICATE HOLDER

Hidalgo County Precinct 1 & 3
2812 S Business Hwy 281 New
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

Brian E Lewis

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

AI-15078

20.A.5.

**Vending Machine Services
CC REGULAR**

Date: 04/28/2009

Submitted By: Sandra Montalvo, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

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

Information

CAPTION

A. Authorization by Commissioners Court for the Purchasing Department to forward and deliver Notification to RS Preferred Vending LLC for the immediate removal (with a specific timeline) of all vending machines on County property (placed by former awarded contractor, All Valley Vending, Inc. under contract nos. C-06-086-05-16 & E-08-202-04-22), inasmuch as new vendor did not acquire the assets and/or contracts of former company (All Valley Vending, Inc.);

B. Requesting authority to advertise for: "Hidalgo County-Vending Machine Services" with procurement packet to be presented to CC for approval upon completion of review by legal counsel-Bid No.: 2009-015-SMA

BACKGROUND

Proposed Schedule of Events:

1st Advertisement: May 02, 2009

2nd Advertisement: May 09, 2009

Bid Opening Date: May 20, 2009

Fiscal Impact

FISCAL YEAR: 2009

ACCT. #: 9-1100-360-00-000-000-0-000

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

This project will bring in revenues to the County.

FISCAL YEAR: 2009

ACCT. #: 9-1100-415-18-160-001-0-540

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

For caption B-Available Balance as of 4/24/09 \$48,924.75.

Attachments

Link: Draft Letter-All Valley Vending

Link: List of Current Locations-Vending Machines

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/24/2009 12:03 PM	APRV
2	Budget & Management	Veronica Lopez	04/24/2009 01:41 PM	APRV
3	Ivan Cantu	Ivan Cantu	04/24/2009 01:59 PM	APRV
4	Auditor's Office		04/24/2009 05:37 PM	NEW

Form Started By: Sandra Montalvo
Started On: 04/16/2009 10:05 AM

Final Approval Date: 04/24/2009

April 28, 2009

Wade A. Strauch, President (or)
Nancy E. Silva, Operations Manager
ALL VALLEY VENDING, INC.
c/o RS Preferred Vending, LLC
516 East Cedar Avenue, Ste. E
McAllen, Texas 78501

Via Certified Mail

Re: Hidalgo County- Vending Machine Services
Contract No. C-06-086-05-16 & (Current) E-08-202-04-22

Dear Mr. Strauch:

Please be advised that Hidalgo County awarded and executed a contract with All Valley Vending, Inc., under contract no. C-06-086-05-16 and under current "extension" contract no. E-08-202-04-22 for "Vending Machine Services" and **NOT** with RS Preferred Vending, LLC. On or about April 14, 2009, RS Preferred Vending, LLC informed Hidalgo County that it would be replacing All Valley Vending, Inc.

Therefore, this letter serves as official notice to you to remove **ALL** vending machines/equipment from all Hidalgo County premises and locations immediately.

Attached, is a list of vending machines located on County property. Your company must immediately provide a detailed schedule with timeline to pick up/remove all vending machine/equipment from interior and/or exterior locations. Removal must be completed within three (3) business days during County business hours of 8am-5pm commencing upon the submittal to Hidalgo County of the detailed schedule as requested herein. The point of contact for this project will be Daniel Flores, Director, Hidalgo County Buildings & Grounds Department at (956) 292-7000 x-4355(or) Cell# (956)239-1942 to coordinate the pick up/removal at each facility.

Thank you for your prompt attention and cooperation regarding this important matter. Should you have any questions, please do not hesitate to contact our office at (956) 318-2626.

Sincerely,

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

xc: All Hidalgo County Departments
File

HIDALGO COUNTY-"VENDING MACHINE SERVICES"

The premises covered herein shall be the most current vending machine locations in Hidalgo County.

DEPARTMENT/ CONTACT PERSON	SNACK MACHINES	DRINK MACHINES
Hidalgo County Sheriff's Office- Academy 715 El Cibolo Rd Edinburg, Tx Contact: Juan Tapia 956-383-8114	1	1
Hidalgo County Detention Center 701 El Cibolo Rd Edinburg, Tx Contact: Capt. Rene Gonzalez 956-381-7800	1	2
Hidalgo County Law Enforcement 711 El Cibolo Rd Edinburg, Tx Contact: Anacleto Martinez 956-383-8114	2	2
Hidalgo County Juvenile Justice Center & 449 th District Court 1001 N. Doolittle Rd. Edinburg, Tx Contact: Elena Gaitan 956-587-6200	2	2
Hidalgo County Adult Probation 3100 S. Bus 281 Edinburg, Tx Contact: Diana Solis 956-292-7000 ext. 4413	1	2
Hidalgo County Substance Abuse Treatment Facility (SATF) 1000 N. M. Rd Edinburg, Tx Contact: Melissa Garza 956-289-7413	2	1
Hidalgo County Restitution Center 1124 N. M. Rd Edinburg, Tx Contact: Robert Lizcano 381-0733 ext.201	1	1
Hidalgo County Courthouse 100 N Closner Edinburg, Tx Contact: Irene Cantu 956-956-289-7850	1	2
Hidalgo County Annex 1 (Master Court #1 & Auxiliary Court A) 100 N. Closner Edinburg, Tx Contact: Irene Cantu 956-289-7850	none	1
Hidalgo County Election Department 101 S. 10 th Edinburg, Tx Contact: Terry Trujillo 956-318-2571	none	1
Hidalgo County Administration (Atrium) 100 East Cano 1 st Floor & 4 th Edinburg, Tx Contact: Irene Cantu 956-289-7850	1	1
Hidalgo County Buildings & Grounds 3100 S. Hwy 281 Edinburg, Tx Contact: Irene Cantu 956-289-7850	1	1

Hidalgo County Community Center/WIC Clinic 230 N. 86th Edinburg, Tx Contact: Gloria Beltran 956-383-3112	none	1
Hidalgo County Pct. 1-(Delta Lake) Rural Route 1 Box 2572 Monte Alto, Tx Contact: Noe Montez 956-968-8733	1	1
Hidalgo County-430 th District Court 111 S. 9 th St. Edinburg, Tx Contact: Maricela Salinas 956-318-2900	1	2
Hidalgo County Drainage District 902 N. Doolittle Edinburg, Tx Contact: Sylvia Sanchez 956-318-2641	none	1
Hidalgo County Health & Human Services (Central Office) 1304 S. 25 th St Edinburg, Tx Contact: Josie Escalante 956-383-6221	1	1
Hidalgo County Health & Human Services/Tax Department (Auto License) 300 E. Hackberry Ave. McAllen, Tx Contact: Josie Escalante 956-383-6221	1	1
Hidalgo County Administration Building (f/n/a K-Mart Building) 2802 S. Bus. 281 Edinburg, Tx Contact: Martha "Marty" Salazar 956-318-2626	1	3
Hidalgo County Precinct No. 1 (Office) 1711 N. Bridge Weslaco, Tx Contact: Noe Montez/Joseph Palacios 956-968-8733	2	2
Hidalgo County Precinct No. 1 (Sunrise Park) Mile 11 & 2 ½ Weslaco, Tx Contact: Noe Montez/Joseph Palacios 956-968-8733	1	1
Hidalgo County Precinct No. 2 301 E. State Pharr, Tx Contact: Yoli Cisneros 956-787-1891	1	1
Hidalgo County Precinct No. 2 329 East State Pharr, Tx Contact: Yoli Cisneros 956-787-1891	1	1
Hidalgo County Precinct No. 3 (Motor Pool-Mechanic Shop) 7 Mile Line between Iowa and Texan Rd Mission, Tx Contact: Norma Ceballos 956-585-4509	1	1
Hidalgo County Precinct No. 4 (Office) 1102 N. Doolittle Edinburg, Tx Contact: Gloria Beltran 956-383-3112	1	none
Hidalgo County Restitution Center 1124 N. M Rd Edinburg, Tx	1	2

956-381-0733 Contact: Robert Lizcano		
Hidalgo County WIC Administration Office 3105 W. University Drive Edinburg, Tx Contact: Mague Gonzalez 956-381-4646	none	1
Hidalgo County WIC & Health Clinics 3105 E. Richardson Edinburg, Tx Contact: Mague Gonzalez 956-381-4646	none	1
Hidalgo County WIC Clinic 113 Dawson Edinburg, Tx Contact: Mague Gonzalez 956-381-4646	none	1
Hidalgo County WIC & Health Clinics 702 E. Tejano Hidalgo, Tx Contact: Mague Gonzalez 956-381-4646	1	1
Hidalgo County WIC Clinic 300 E. Hackberry Ave. McAllen, Tx Contact: Mague Gonzalez 956-381-4646	none	1
Hidalgo County WIC Clinic W. Old Hwy 83 & Breyfogle Mission, Tx Contact: Mague Gonzalez 956-381-4646	none	1
Hidalgo County WIC & Health Clinics 1903 Fir Pharr, Tx Contact: Mague Gonzalez 956-381-4646	none	1
GRAND TOTAL	27	42

AI-15160**20.B.1.****Acceptance of Certificate Of Construction Completion/Payment of Invoice
CC REGULAR****Date:** 04/28/2009**Submitted By:** Vangie Garcia, PURCHASING DEPT.**Submitted For:** Marty Salazar**Department:** PURCHASING DEPT.**Agenda Category:** Purchasing Department**Purchasing only:** Prct. 1

Information**CAPTION**

Presentation for discussion, consideration, acceptance and approval "Certificate of Completion" submitted by Closner Construction in connection with contract #C-08-320A-12-02/PO#616234 for: Construction Services for Repair, Reconstruction of Culvert Pipe Bridge at Mile 3 North and FM 491 and thus permitting the issuance of payment by the County Treasurer of Invoice #1 in the amount of \$134,887.50 (approved by CC on 4-7-09 and subject to processing procedures by the County Auditor).

BACKGROUND

Request for payment had been previously submitted and approved by CC on 04/07/09. Payment has not been initiated until the "Certificate Of Construction Completion" is submitted.

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

Amount available in PO #616234 \$134,887.50, pending reclassification of PO to program no. 005. Please refer to interdept transfer AI #15146.

Attachments

Link: Invoice and Certificate Of Completion Documentation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/23/2009 10:40 AM	APRV
2	Budget & Management	Veronica Lopez	04/23/2009 11:25 AM	APRV
3	Ivan Cantu	Ivan Cantu	04/23/2009 03:12 PM	APRV
4	Auditor's Office		04/24/2009 05:37 PM	NEW

Form Started By: Vangie Garcia
Started On: 04/22/2009 04:32 PM

Final Approval Date: 04/24/2009

CERTIFICATE OF CONSTRUCTION COMPLETION

THIS IS TO CERTIFY THAT ON 20th DAY OF March, 2009 A FINAL INSPECTION was made of the project herein described.

CONTRACT

CONTRACT DATE: December 2, 2008

OWNER: Hidalgo County Pct. No 1

CONSTRUCTION CONTRACTOR: Closner Construction
OF THE CITY OF _____ STATE OF Texas

PROJECT DESCRIPTION

CONSTRUCTION OF "Repair, Reconstruction of Culvert Pipe Bridge"

CONTRACT NO: 2008-320A-11-12-LRM

Located in or near the City/Precinct Of Mercedes

THIS IS TO CERTIFY"

1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions:

N/A

2. That the sum of 0, deducted from the final payment of the Contractor is a fair and equitable settlement for the foregoing except work.
3. That the contractor has presented a "Certificate of Release" starting under oath, that all claims arising out of the performance of work have been fulfilled, and the Owner is released from all claims arising under or by virtue of said contract.
4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.

5. Amount of Original Contract	<u>\$134,887.50</u>
Present Amount of Contract	
Total Amount of earned to Date	<u>\$134,887.50</u>
Less: previous payments	<u>0</u>
Balance	<u>\$134,887.50</u>
Authorized deductions	<u>0</u>
AMOUNT OF FINAL PAYMENT	<u>\$134,887.50</u>

6. That the final payment in the amount of One Hundred Thirty-Four Thousand Eight-Hundred Seven Dollars and Fifty Cents (\$134,847.50) is now due and payable.


Engineer's Signature

CONCURRED BY:

Chesner Const. CC
Contractor's Name

By: [Signature]

Title: Proj. Mgr.

CONCURRED BY:

[Signature]
City/Precinct

By: P.R. Avila

Title: Director of Operations, Pct. 1

AI-14852

10.N.

**Invoice Payment-Closner Construction
CC CONSENT**

Date: 04/07/2009
Submitted By: Vangie Garcia, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

Presentation for discussion, consideration, acceptance and approval of request for payment for Invoice #1 in the amount of \$134,887.50 submitted by Closner Construction with authority for County Auditor to review and complete processing procedures and for County Treasurer to issue payment in connection with contract # C-08-320A-12-02-PO #616234 for Construction Services for "Repair, Reconstruction Of Culvert Pipe Bridge Washed-Out At Mi. 3N. & FM 491".

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1201-431-00-121-052-0-733
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Amount available for PO #616234 \$134,887.50 for Closner Construction as of 4-2-09.

Attachments

Link: [Invoice Documentation](#)
Link: [Contract Documentation](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
	(Originator)	Vangie Garcia	04/01/2009 02:39 PM	CREATED
1	Purchasing Department	Marty Salazar	04/02/2009 01:42 PM	APRV
2	Budget & Management	Ivan Cantu	04/02/2009 01:45 PM	APRV
3	Ivan Cantu	Ivan Cantu	04/02/2009 02:00 PM	APRV
4	Auditor's Office			NEW
Form Started By: Vangie Garcia			Started On: 04/01/2009 02:39 PM	

SYLVIA S. HANDY
COUNTY COMMISSIONER, PCT. 1

(956) 968-8733 FAX(956) 973-7804
1902 JOE STEPHENS AVE.
Weslaco, Texas 78596

FAX COVERSHEET

To: Purchasing Dept.

From: Noe Montez *NV*

Attn: Vangie

Fax:

Pages: 2

Phone:

Date: 4/1/09

Re: c-2008-320-12-02/ po#616234

CC:

☐ **Urgent** ☐ **For Review** ☐ **Please Comment** ☐ **Please Reply** ☐ **Please Recycle**

● **Comments**

Please make arrangements to place the following invoice #1 from Closner construction on the next CC meeting for approval for payment

Thanks

Noe Montez

NOTICE OF CONFIDENTIALITY

THE INFORMATION CONTAINED IN THIS FACSIMILE MESSAGE IS LEGALLY PRIVILEGED AND CONFIDENTIAL INFORMATION INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ABOVE. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPY OF THIS TELECOPY IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS TELECOPY IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY TELEPHONE AND RETURN THIS MESSAGE TO US AT THE ABOVE ADDRESS VIA THE UNITED STATES POSTAL SERVICE. THANK YOU.



LAREDO, TEXAS
6189 SH 359
PH: 956-712-3964
FAX: 956-712-3966/712-1746

LA FERIA, TEXAS
2809 W. EXPRESSWAY 83
PH: 956-797-0785
FAX: 956-797-0576

March 23, 2009
Pay Request No: 1
From: February 2, 2009
To: February 25, 2009

REPAIR, RECONSTRUCTION OF CULVERT PIPE BRIDE WASHED-OUT AT MI. 3N & FM 491

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL	Complete to Date	Total Cost
ROADWAY IMPROVEMENTS							
A1	6" Lime Stabilized Subgrade	100	SY	\$ 3.75	\$ 375.00	100	\$ 375.00
A2	Prime Coat (0.15 gal/sy)	12	GAL	\$ 12.75	\$ 153.00	12	\$ 153.00
A3	3" HMAc Pavement (TY D) Base Course	80	SY	\$ 16.75	\$ 1,340.00	80	\$ 1,340.00
A4	12" Flex Base	100	SY	\$ 12.50	\$ 1,250.00	100	\$ 1,250.00
A5	Traffic Control	1	LS	\$ 5,000.00	\$ 5,000.00	1	\$ 5,000.00
A6	Metal Beam Guard Fence	104	LF	\$ 48.50	\$ 5,044.00	104	\$ 5,044.00
A7	Hydromulch Seeding	800	SY	\$ 2.75	\$ 2,200.00	800	\$ 2,200.00
A8	Striping	1	LS	\$ 3,500.00	\$ 3,500.00	1	\$ 3,500.00
STORM WATER IMPROVEMENTS							
B1	30" Temporary Drain PVC Pipe	230	LF	\$ 75.00	\$ 17,250.00	230	\$ 17,250.00
B2	60" Polymer Coated Corrugated Metal Pipe (M246)	70	LF	\$ 425.00	\$ 29,750.00	70	\$ 29,750.00
B3	Silt Fence for STM Water Pollution Prevention	560	LF	\$ 3.75	\$ 2,100.00	560	\$ 2,100.00
B4	Cement Stabilized Sand Backfill	166	CY	\$ 62.00	\$ 10,292.00	166	\$ 10,292.00
B5	Conc. Rip-Rap Slope Protection	65	CY	\$ 575.00	\$ 37,375.00	65	\$ 37,375.00
B6	Trench Safety for Storm Water	75	LF	\$ 15.00	\$ 1,125.00	75	\$ 1,125.00
B7	Channel Excavation for regarding ditch	160	LF	\$ 65.00	\$ 10,400.00	160	\$ 10,400.00
B8	remove Existing 30" RCP	70	LF	\$ 25.00	\$ 1,750.00	70	\$ 1,750.00
B9	Select Backfill (Roadway)	242	CY	\$ 11.75	\$ 2,843.50	242	\$ 2,843.50
B10	Fill Dam	140	CY	\$ 12.75	\$ 1,785.00	140	\$ 1,785.00
B11	15" RCP	8	LF	\$ 35.00	\$ 280.00	8	\$ 280.00
B12	Gravel Bedding (pit run gravel ¾" max. size)	13	CY	\$ 25.00	\$ 325.00	13	\$ 325.00
B13	4" PVC Waterline W/Couplings (2)	50	LF	\$ 15.00	\$ 750.00	50	\$ 750.00
TOTAL PROJECT AMOUNT					\$ 134,887.50		\$ 134,887.50

Contract Amount	\$ 134,887.50
Change Orders Amount	\$ -
Adjusted Contract Amount	\$ 134,887.50
Completed to Date	\$ 134,887.50
Less 10% Retainage	
Less Previous Payments	\$ -
Total Due This Invoice	\$ 134,887.50

Ciosner Construction Co L.C.

9-1201-431-00-121-052-0-733

PO 616234

C-2008-320-12-02

INVOICE RECEIVED BY
Nob Hunter on 3/27/09
GOODS/SERVICES RECEIVED BY:
John De La Cruz on 4/1/09

AI-15176

20.B.2.

**Work Authorization #11-L & G Engineering Laboratory
CC REGULAR**

Date: 04/28/2009
Submitted By: Vangie Garcia, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** Prct. 1

Information

CAPTION

Presentation for discussion, consideration, acceptance and approval of Work Authorization No. 11 in the amount of \$10,454.35 with L & G Laboratory, LLC, to provide Professional Engineering Services for "Construction Materials Testing Services for Culvert Crossing & Drainage Improvement-Mile 13 N. and Mile 6 W. Project" in Hidalgo County Precinct No. 1 with Contract Number: E-08-364-08-12.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1339-431-00-121-055-0-733
FUNDS AVAILABLE Y/N?: Y/pending **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

funding is pending approval of AI #15128 in the amount of \$10,454.35 to fund WA # 11 for L & G Engineering in relation to the Pct. 1 M 13N & M 6W.

Attachments

Link: Work Authorization Documentation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/23/2009 04:05 PM	APRV
2	Budget & Management	Veronica Lopez	04/24/2009 08:03 AM	APRV
3	Ivan Cantu	Ivan Cantu	04/24/2009 08:17 AM	APRV
4	Auditor's Office		04/24/2009 05:37 PM	NEW

Form Started By: Vangie Garcia
Started On: 04/23/2009 02:58 PM
Final Approval Date: 04/24/2009

HIDALGO COUNTY
Professional Engineering Services
Contract # E-08-364-08-12
Work Authorization Form

WORK AUTHORIZATION NO. 11

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, L&G Engineering Laboratory, LLC, professional engineers of Mercedes, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide **Construction Materials Testing Services for Culvert Crossing & Drainage Improvement - Mile 13 N. & Mile 6 W. Project in Hidalgo County Precinct No. One (1).**

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Engineer*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is **\$10,454.35**. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D"**.

PART 3. PAYMENT

Compensation and payment to the **Engineer** for the services established under this Work Authorization shall be made in accordance with Article/Part/Section **5.1** of the Agreement.

PART 4. FUNDING

This Work Authorization No.11 shall be funded through funding source:

Account No. _____.

Requisition Number _____ (MUST BE INCLUDED AFTER CC APPROVAL)

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization or (DATE).

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct No. 1 Commissioner Sylvia Handy as to content and detail of this Work Authorization No. # 11.

HIDALGO COUNTY

COMMISSIONER PRECINCT NO. 1:

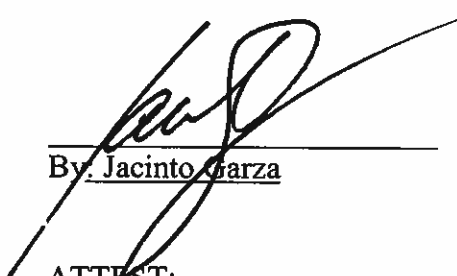
BY: _____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of _____ day of _____, 2009.

THE ENGINEER:
L&G ENGINEERING LABORATORY, LLC

THE OWNER:
HIDALGO COUNTY


By: Jacinto Garza

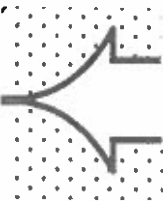
By: Juan D. Salinas, III, County Judge

ATTEST:

by: Arturo Guajardo, J.R. - County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Services to be Provided by the Owner
ATTACHMENT "B" - Services to be Provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Cost Proposal



ATTACHMENT "A"
Scope of Services (Owner)

PROJECT: Culvert Crossing & Drainage Improvement - Mile 13 N & Mile 6 W Project in Hidalgo County Precinct No. One (1)

SERVICES TO BE PROVIDED BY OWNER

The County of Hidalgo will provide **L&G Engineering Laboratory, LLC** with **Construction Documents, Plans and Specifications** for the **Culvert Crossing & Drainage Improvement - Mile 13 N. & Mile 6 W. Project.**

ATTACHMENT "B"
Scope of Services (Engineer)

PROJECT: Culvert Crossing & Drainage Improvement - Mile 13 N & Mile 6 W Project in Hidalgo County Precinct No. One (1)

GENERAL SCOPE OF WORK

The Scope of Work will entail providing **The County of Hidalgo** with **Construction Materials Testing Services**.

The Scope of Work is identified as follows:

- **Construction Materials Testing Services**

L&G Engineering Laboratory will furnish all equipment, materials, supplies, and incidentals as needed to perform the services required by this Contract: The work is as follows:

Construction Materials Testing Services

L&G Engineering Laboratory, L.L.C. will provide **The County of Hidalgo** with **Construction Materials Testing Services** for the **Mile 13 North & Mile 6 West Project in Hidalgo County Precinct No. One (1)**.

The services to be provided are as follows:

- Sampling and laboratory testing of soils and base materials proposed for use in the construction of Roads and Bridges to determine compliance of these materials with project plans and specifications.
- Field density testing of soils and base materials to ensure proper compaction as required by project plans and specifications.
- Field sampling and testing of fresh concrete, and Laboratory testing of hardened concrete to determine compliance with project plans and specifications.
- Field Compaction testing of Asphalt to ensure proper compaction during lay down operations.
- Field inspection, sampling and laboratory testing of Asphalt materials to determine their materials properties and their compliance with project plans and specifications.
- Any additional laboratory testing as required/requested by **The County of Hidalgo and the project plans and specifications**.

- Provide accurate and timely reports to **The County of Hidalgo** and all/other recipients as designated by the County.

Engineering Services

L&G Engineering Laboratory, L.L.C. will provide an engineer's review of all test results to determine compliance with all project plans and specifications.

Scheduling of Services

L & G Engineering Laboratory is prepared to make a commitment to **The County of Hidalgo's** materials testing needs. L & G Engineering Laboratory makes every effort to respond to its clients as requests are received, and every effort will be made to keep scheduling conflicts to a minimum. As any other firm or business providing a service, L & G Engineering Laboratory prefers to schedule field and laboratory work with as much advance notice as possible. L & G Engineering Laboratory understands; however, that certain situations may occur when the Client may have a need for Materials Testing Services with as little or no advance notice. During these instances, L & G Engineering Laboratory will make every effort to dispatch personnel to the project within one (1) hour of the Client's request for services.

ATTACHMENT "C"
Work Schedule

PROJECT: Culvert Crossing & Drainage Improvement - Mile 13 N. & Mile 6 W. Project in Hidalgo County Precinct No. One (1)

Work Schedule

L&G Engineering Laboratory will provide **Hidalgo County Pct. # 1** with **Construction Materials Testing Services** as outlined in **Contract Agreement E-08-364-08-12**.

ATTACHMENT "D"
Cost Proposal

PROJECT: Culvert Crossing & Drainage Improvement - Mile 13 N & Mile 6 W Project in Hidalgo County Precinct No. One (1).

See Attached

Attachment "D"
Culvert Crossing & Drainage Imp. Project - Mile 13 N. and Mile 6 (2,652 LF)
Prepared For Hidalgo County Pct. No. 1

<i>Trench Backfill -Lime Treated Subgrade Testing - Laboratory</i>				
Tech Time	12	Hrs.	\$41.80	\$501.60
Trip Charge	60	Mi.	\$0.46	\$27.60
Atterberg	4	Ea.	\$69.65	\$278.60
Moisture-Density Determ	4	Ea.	\$179.95	\$719.80
Reports	4	Ea.	\$20.60	\$82.40
Eng. Spec.	2	Hrs.	\$104.50	\$209.00
Engineer	2	Hrs.	\$139.40	\$278.80
Sub.				\$2,097.80
<i>Trench Backfill-Lime Treated Subgrade Field Density Testing</i>				
Tech Time	26	Hrs.	\$41.80	\$1,086.80
Trip Charge	195	Mi.	\$0.46	\$89.70
Comp. Test	50	Ea.	\$20.90	\$1,045.00
Reports	13	Ea.	\$20.60	\$267.80
Eng. Spec.	3.25	Hrs.	\$104.50	\$339.63
Engineer	3.25	Hrs.	\$139.40	\$453.05
Sub.				\$3,281.98
<i>Roadway Base Materials Testing - Laboratory</i>				
Tech Time	3	Hrs.	\$41.80	\$125.40
Trip Charge	15	Mi.	\$0.46	\$6.90
Sieve Analysis	1	Ea.	\$52.20	\$52.20
Texas Wet Ball Mill	1	Ea.	\$209.55	\$209.55
Atterberg	1	Ea.	\$69.65	\$69.65
Moisture-Density Determ	1	Ea.	\$179.95	\$179.95
Reports	1	Ea.	\$20.60	\$20.60
Eng. Spec.	0.5	Hrs.	\$104.50	\$52.25
Engineer	0.5	Hrs.	\$139.40	\$69.70
Sub.				\$786.20
<i>Base Material Field Density Testing</i>				
Tech Time	9	Hrs.	\$41.80	\$376.20
Trip Charge	45	Mi.	\$0.46	\$20.70
Comp. Test	9	Ea.	\$20.90	\$188.10
Reports	3	Ea.	\$20.60	\$61.80
Eng. Spec.	0.75	Hrs.	\$104.50	\$78.38
Engineer	0.75	Hrs.	\$139.40	\$104.55
Sub.				\$829.73

Concrete Testing - Rip Rap-Headwalls-

Tech Time	18	Hrs.	\$53.40	\$213.60
Trip Charge	135	Mi	\$0.46	\$7.36
Air Content	9	Ea.	\$20.85	\$41.70
Report	9	Ea.	\$20.60	\$41.20
Eng. Spec.	2.25	Hrs.	\$104.50	\$235.13
Engineer	2.25	Hrs.	\$139.40	\$313.65

Sub. \$852.64

Pickup, Cure Break and Report

Tech Time	18	Hrs.	\$53.40	\$106.80
Trip Charge	135	Mi	\$0.46	\$7.36
Hold, Cure	36	Ea.	\$10.45	\$83.60
Compression Test	36	Ea.	\$13.95	\$111.60
Test Reports (7 and 28 day)	18	Ea.	\$20.60	\$82.40
Eng. Spec.	4.5	Hrs.	\$104.50	\$470.25
Engineer	4.5	Hrs.	\$139.40	\$627.30

Sub. \$1,489.31

Asphalt Testing-Field and Laboratory-

Tech Time	6	Hrs.	\$53.40	\$320.40
Trip Charge	45	Mi	\$0.46	\$20.70
Rolling Patterns	2	Ea.	\$34.85	\$69.70
Laboratory Molded (ga)	1	Pr.	\$63.85	\$63.85
%AC-Grad	1	Ea.	\$203.25	\$203.25
Reports	1	Ea.	\$20.60	\$20.60
Asphalt Thickness	3	Ea.	\$58.10	\$174.30
Eng. Spec.	1	Hrs.	\$104.50	\$104.50
Engineer	1	Hrs.	\$139.40	\$139.40

Sub. \$1,116.70

Estimated Project Total \$10,454.35

AI-15175

20.B.3.

Quintanilla, Headley & Associates-Negotiations-Professional Engineering Services

CC REGULAR

Date: 04/28/2009

Submitted By: Vangie Garcia, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department

Purchasing only: Prct. 1

Information

CAPTION

Pursuant to a directive from Precinct #1 staff, presentation for discussion, consideration and action to cease contract negotiations with the #1 ranked and selected firm for Professional Engineering Services with "Quintanilla, Headley & Associates" (previously approved by CC on 12/16/08) in connection with Mile 5½ West Road & Mile 21 N Drainage (20.0 acre tract)" Project, due to budget constraints.

BACKGROUND

Fiscal Impact

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

This request has no fiscal impact; request is to cease negotiations w/ engineering firm.

Attachments

Link: [Previous Agenda Documentation](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/23/2009 04:04 PM	APRV
2	Budget & Management	Veronica Lopez	04/24/2009 08:02 AM	APRV
3	Ivan Cantu	Ivan Cantu	04/24/2009 08:13 AM	APRV
4	Auditor's Office		04/24/2009 05:37 PM	NEW
Form Started By: Vangie Garcia			Started On: 04/23/2009 02:48 PM	
Final Approval Date: 04/24/2009				

B. Pct 1

1. **A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A)(4) a professional service for Engineering Services in connection with Mi 5 ½ West Rd @ Mi 21 North**

On motion of Commissioner Flores, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval.

B. Presentation of scoring grid (for the purposes of ranking by CC) of the firms graded & evaluated through the County's approved "pool" of engineers in connection with professional Engineering Services required for Mi 5 ½ West Rd @ Mi 21 North; 1st. _____; 2nd. _____; 3rd. _____.

On motion of Commissioner Flores, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval to rank Quintanilla, Headley & Assoc. 95 pts as #1, Javier Hinojosa Engineering 90 pts as #2 and J.E. Saenz Engineering 85 pts. as #3.

C. Authority for the Purchasing Department to negotiate a professional Engineering Services Contract with the No. 1 ranked firm of Quintanilla, Headley & Assoc. for the provision of Engineering Services for Mi 5 ½ West Rd @ Mi 21 North.

On motion of Commissioner Flores, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval for Quintanilla, Headley & Assoc.

2. **Presentation for consideration, discussion, acceptance and approval of proposal(s) from various vendors as follows:**

A. Requesting approval of Governmental Equipment Lease Purchase Agreement between Caterpillar Financial Services Corporation and Hidalgo County through the County's participation/membership with TASB Buyboard contract #268-07 and approval of any matters incident thereto as requested by Hidalgo County Pct. #1. (Project #2008-487)

On motion of Commissioner Handy, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval.

B. Presentation for consideration, discussion, acceptance and approval of proposal(s) received from Holt Cat, Weslaco TX awarded vendor through Hidalgo County's participation/membership with TASB Buyboard Contract #268-07 for purchase of 2-Caterpillar Inc 420E CAB4E Backhoe in an amount not to exceed \$164,400.00. (Project #2008-488)

On motion of Commissioner Flores, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval.

C. Presentation for consideration, discussion, acceptance and approval of proposal(s) received from John Deere Company, Weslaco TX awarded vendor through Hidalgo County's participation/membership with TASB Buyboard Contract #292-08 for purchase of (1) 4x4 6430 Standard Tractor in an amount not to exceed \$52,316.16. (Project #2008-491)

On motion of Commissioner Flores, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval.

AI-12765

21.B.1.

**SOQ - Pct No 1 - Engineering Services
CC REGULAR**

Date: 12/16/2008

Submitted By: Laura Moya, PURCHASING DEPT.

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department

Purchasing only: Prct. 1

Information

CAPTION

A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A)(4) a professional service for Engineering Services in connection with Mi 5 ½ West Rd @ Mi 21 North;

B. Presentation of scoring grid (for the purposes of ranking by CC) of the firms graded & evaluated through the County's approved "pool" of engineers in connection with professional Engineering Services required for Mi 5 ½ West Rd @ Mi 21 North;

1st. _____; 2nd. _____; 3rd. _____;

C. Authority for the Purchasing Department to negotiate a professional Engineering Services Contract with the No.1 ranked firm of _____ for the provision of Engineering Services for Mi 5 ½ West Rd @ Mi 21 North.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008

ACCT. #: 8-1201-431-00-121-052-0-733

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

available balance as of 12/11/08; \$437,176.12

Attachments

Link: [grid](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/11/2008 12:50 PM	APRV
2	Budget & Management	Veronica Lopez	12/11/2008 02:57 PM	APRV
3	Roland Garcia	Rolando Garcia	12/11/2008 03:51 PM	APRV
4	Auditor's Office	Linda Fong	12/12/2008 01:51 PM	APRV

Form Started By: Laura Moya Started On: 12/10/2008 03:18 PM
Final Approval Date: 12/12/2008

Agenda Item 12765

HIDALGO COUNTY Precinct No 1

FOR

“Mi 5 ½ W Rd @ Mi 21 North”

GRID

ENGINEER

	Quintanilla, Headley & Associates	Javier Hinojosa Eng	JE Saenz & Associates
Evaluator No 1	95	90	85
Total Scores			
RANKING by Commissioner's Court			

ENGINEER

AI-15171

20.B.4.

**Enriquez SpecPro (Professional Engineering Service)
CC REGULAR**

Date: 04/28/2009
Submitted By: Vangie Garcia, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** Prct. 1

Information

CAPTION

Pursuant to a directive by Pct. #1 Staff, presentation for discussion, consideration and action to cease contract negotiations with the #1 ranked and selected firm for Professional Engineering Services with "Enriquez-SpecPro" (previously approved by CC on 10/21/08) in connection with the "Environmental Assessment For Partial Occupied and Vacant Hidalgo County Buildings, due to budget constraints.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
No fiscal impact. Request is to cease negotiations w/ engineering firm.

Attachments

Link: [Previous Agenda Documentation](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/23/2009 03:54 PM	APRV
2	Budget & Management	Veronica Lopez	04/23/2009 03:56 PM	APRV
3	Ivan Cantu	Ivan Cantu	04/23/2009 04:28 PM	APRV
4	Auditor's Office		04/24/2009 05:37 PM	NEW

Form Started By: Vangie Garcia
Started On: 04/23/2009 01:44 PM
Final Approval Date: 04/24/2009

5. 275th State District Court:

A. Requesting authority for Hidalgo County to purchase (1) e-studio 281c-copier through the County's membership/participation with TASB-Buyboard's awarded vendor Office Communications/Toshiba Business Solutions contract #299-08 requisition #141291 for the 275th District Court 1 in the total amount of \$6,878.90;

On motion of Commissioner Flores, seconded by Judge Salinas, the Court made a UNANIMOUS vote of approval.

B. Requesting authority to enter into 12-month copier service agreement for the e-studio 281c copier machine with Toshiba Business Solutions for the 275th District Court requisition #141307 for the amount of \$720.00/year. Effective: Upon approval/installation.

On motion of Commissioner Flores, seconded by Judge Salinas, the Court made a UNANIMOUS vote of approval.

6. A. Presentation for discussion, consideration, and action in connection with the sole response received meeting all requirements as set forth in RFP No.: 2008-330-09-17-SMA- Hidalgo County-"Long Distance Telephone Services Provider" for the purposes of CC ranking as "qualified" in order to proceed forward with the next phase of the proposal process;

On motion of Commissioner Flores, seconded by Judge Salinas, the Court made a UNANIMOUS vote of approval.

B. Requesting authority for Purchasing Department to enter into negotiations with qualified proposer including any best and final offers in order to finalize a contract for consideration and award.

On motion of Commissioner Flores, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval.

 B. Pct 1

1. Presentation for discussion, consideration, acceptance, and approval of Invoice No. 08001 in the amount of \$7,741.69 from Leo L. Rodriguez, Jr. d/b/a Rodriguez Engineering, contracted engineer for the "Design Construction and Paving Improvements of Mile 16 from Mile 4 to FM 1015" for Hidalgo County Precinct No. 1 and in connection to (Contract No. 0-08-385-09-30).

On motion of Commissioner Flores, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval.

2. A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A)(4) a professional service for Engineering Services in connection with Environmental assessment for Partial Occupied & Vacant Hidalgo County Buildings within Pct. #1 area

On motion of Commissioner Handy, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval.

 B. Presentation of scoring grid (for the purposes of ranking by CC) of the firms graded & evaluated through the County's approved "pool" of engineers in connection with professional Engineering Services required for Environmental assessment for Partial Occupied & Vacant Hidalgo County Buildings;

 1st.Enriquez Group Spectral Inc. 96 pts. 2nd.Dos Logistics 87 pts.
3rd.Rodriguez Engineering 82 pts.

On motion of Commissioner Handy, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval to rank Enriquez Group Spectral Inc. as #1, Dos Logistics as #2 and Rodriguez Engineering as #3.

 C. Authority for the Purchasing Department to negotiate a professional Engineering Services Contract with the No.1 ranked firm of Enriquez Group Spectral Inc. for the provision of Engineering Services for Environmental assessment for Partial Occupied & Vacant Hidalgo County Buildings.

On motion of Commissioner Flores, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval for Enriquez Group Spectral Inc.

C. Pct. 2

1. Presentation for discussion, consideration and approval of proposal received from "The PlayWell Group, Inc. through our membership/participation with awarded vendor through BUYBOARD Contract #269-07", in the amount of \$237,547.39 for the South Tower Road Multi-Purpose Facility (CRC). Bid No. 2008-263-otm

On motion of Commissioner Flores, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval.

2. A. Pursuant to correspondence received from contracted vendor, R. Gutierrez Engineering Corporation, requesting discussion, consideration, acceptance and approval of an error/oversight in engaging a firm (Raba-Kistner) to provide materials testing services as opposed to Hidalgo County engaging the materials testing services as detailed on Work Authorization #3 (approved by CC on 1-16-07) for the: "McColl Road II (Dicker to Orangewood),";

On motion of Commissioner Handy, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval.

AI-11791

17.B.2.


**SOQ - PCT #1 ENGINEER SERVICES
CC REGULAR**
Date: 10/21/2008**Submitted By:** Laura Moya, PURCHASING DEPT.**Department:** PURCHASING DEPT.**Agenda Category:** Purchasing Department**Purchasing only:** Prct. 1**Information****CAPTION**

A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A)(4) a professional service for Engineering Services in connection with Environmental assessment for Partial Occupied & Vacant Hidalgo County Buildings within Pct. #1 area

B. Presentation of scoring grid (for the purposes of ranking by CC) of the firms graded & evaluated through the County's approved "pool" of engineers in connection with professional Engineering Services required for Environmental assessment for Partial Occupied & Vacant Hidalgo County Buildings ;

1st. _____;

2nd. _____;

3rd. _____;

C. Authority for the Purchasing Department to negotiate a professional Engineering Services Contract with the No.1 ranked firm of _____ for the provision of Engineering Services for Environmental assessment for Partial Occupied & Vacant Hidalgo County Buildings.

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

Funding is undetermined at this time. Funding will need to be determined prior to awarding the contract to the approved engineering firm.

AttachmentsLink: grid**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Laura Moya	10/17/2008 01:27 PM	APRV
2	Budget & Management	Veronica Lopez	10/17/2008 01:52 PM	APRV
3	Dale Kennan	Dale Kennan	10/17/2008 02:40 PM	APRV
4	Auditor's Office		10/17/2008 06:10 PM	NEW

Form Started By: Laura Moya
Final Approval Date: 10/17/2008

Started On: 10/17/2008 08:32 AM

HIDALGO COUNTY Precinct No 1
FOR
Environmental assessment for Partial Occupied &
Vacant Hidalgo County Buildings

GRID

Survivors

	Enriquez Group, Spec Pro Inc	Rodriguez Engineering	Dos Logistics
Evaluator No 1	96	82	87
Total Scores	96	82	87
RANKING by Commissioner's Court			

AI-15164

20.B.5.

Pct 1-WA #12-L&G Engineering Laboratory, LLC-E-08-364-08-12
CC REGULAR

Date: 04/28/2009

Submitted By: Letty Saenz, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department

Purchasing only: Prct. 1

Information

CAPTION

Presentation for consideration, discussion, acceptance and approval of Work Authorization No. 12 with L & G Engineering Laboratory, LLC for the provision of "Construction Materials Testing Services" (through contract #E-08-364-08-12) for: (Mile 14 - Mile 6 West to FM 88 Project) within Hidalgo County Precinct No. 1

BACKGROUND

Work Authorization No. 12-L&G Engineering Laboratory, LLC

Fiscal Impact

FISCAL YEAR: 2009

ACCT. #: 9-1336-431-00-121-041-0-731

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available Balance as of 4-23-09 \$175,026.91.

Attachments

Link: WA#12-L&G Engineering Laboratory

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/23/2009 11:03 AM	APRV
2	Budget & Management	Veronica Lopez	04/23/2009 11:26 AM	APRV
3	Ivan Cantu	Ivan Cantu	04/23/2009 03:25 PM	APRV
4	Auditor's Office		04/24/2009 05:37 PM	NEW

Form Started By: Letty Saenz

Started On: 04/22/2009 05:04 PM

Final Approval Date: 04/24/2009

HIDALGO COUNTY
Professional Engineering Services
Contract # E-08-364-08-12
Work Authorization Form

WORK AUTHORIZATION NO. 12

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, L&G Engineering Laboratory, LLC, professional engineers of Mercedes, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide Construction Materials Testing Services for Mile 14 - Mile 6 West to FM 88 Project in Hidalgo County Precinct No. One (1).

The scope of services to be provided by the **Owner** is identified in **EXHIBIT "A"** – *Scope of Services to be Provided by the Owner* attached hereto.

The scope of services to be provided by the **Engineer** is identified in **EXHIBIT "B"** – *Scope of Services to be Provided by the Engineer* attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is \$4,249.05. This amount is based upon the costs outlined in the **Estimated Cost Proposal** attached hereto as **EXHIBIT "D"**.

PART 3. PAYMENT

Compensation and payment to the **Engineer** for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 5.1 of the Agreement.

PART 4. FUNDING

This Work Authorization No.12 shall be funded through funding source:

Account No. 9-1336-431-00121-041-0731

Requisition Number _____ (MUST BE INCLUDED AFTER CC APPROVAL)

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization or (DATE).

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct No. 1 Commissioner Sylvia Handy as to content and detail of this Work Authorization No. # 12.

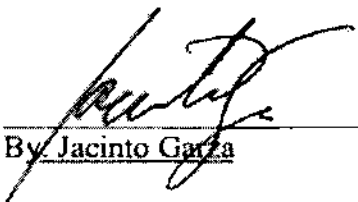
HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 1:
BY: _____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of _____ day of _____, 2009.

THE ENGINEER:
L&G ENGINEERING LABORATORY, LLC

THE OWNER:
HIDALGO COUNTY


By: Jacinto Garza

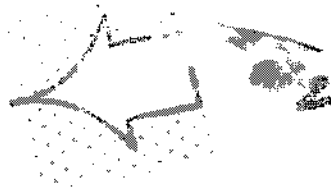
By: Juan D. Salinas, III, County Judge

ATTEST:

by: Arturo Guajardo, J.R. - County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Services to be Provided by the Owner
ATTACHMENT "B" - Services to be Provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Cost Proposal



ATTACHMENT "A"
Scope of Services (Owner)

PROJECT: Mile 14 - Mile 6 West to FM 88 Project in Hidalgo County Precinct No. One (1)

SERVICES TO BE PROVIDED BY OWNER

The County of Hidalgo will provide L&G Engineering Laboratory, LLC with Construction Documents, Plans and Specifications for the Mile 14 - Mile 6 West to FM 88 Project.

ATTACHMENT "B"
Scope of Services (Engineer)

PROJECT: Mile 14 - Mile 6 West to FM 88 Project in Hidalgo County Precinct No. One (1)

GENERAL SCOPE OF WORK

The Scope of Work will entail providing **The County of Hidalgo** with **Construction Materials Testing Services**.

The Scope of Work is identified as follows:

- **Construction Materials Testing Services**

L&G Engineering Laboratory will furnish all equipment, materials, supplies, and incidentals as needed to perform the services required by this Contract: The work is as follows:

Construction Materials Testing Services

L&G Engineering Laboratory, L.L.C. will provide **The County of Hidalgo** with **Construction Materials Testing Services** for the **Mile 14 - Mile 6 West to FM 88 Project in Hidalgo County Precinct No. One (1)**.

The services to be provided are as follows:

- Sampling and laboratory testing of soils and base materials proposed for use in the construction of Roads and Bridges to determine compliance of these materials with project plans and specifications.
 - Field density testing of soils and base materials to ensure proper compaction as required by project plans and specifications.
 - Field sampling and testing of fresh concrete, and Laboratory testing of hardened concrete to determine compliance with project plans and specifications.
 - Field Compaction testing of Asphalt to ensure proper compaction during lay down operations.
 - Field inspection, sampling and laboratory testing of Asphalt materials to determine their materials properties and their compliance with project plans and specifications.
 - Any additional laboratory testing as required/requested by **The County of Hidalgo** and **the project plans and specifications**.
-

- Provide accurate and timely reports to **The County of Hidalgo** and all/other recipients as designated by the County.

Engineering Services

L&G Engineering Laboratory, L.L.C. will provide an engineer's review of all test results to determine compliance with all project plans and specifications.

Scheduling of Services

L & G Engineering Laboratory is prepared to make a commitment to **The County of Hidalgo's** materials testing needs. L & G Engineering Laboratory makes every effort to respond to its clients as requests are received, and every effort will be made to keep scheduling conflicts to a minimum. As any other firm or business providing a service, L & G Engineering Laboratory prefers to schedule field and laboratory work with as much advance notice as possible. L & G Engineering Laboratory understands; however, that certain situations may occur when the Client may have a need for Materials Testing Services with as little or no advance notice. During these instances, L & G Engineering Laboratory will make every effort to dispatch personnel to the project within one (1) hour of the Client's request for services.

ATTACHMENT "C"
Work Schedule

PROJECT: Mile 14 - Mile 6 West to FM 88 Project in Hidalgo County Precinct No. One (1)

Work Schedule

L&G Engineering Laboratory will provide Hidalgo County Pct. # 1 with Construction Materials Testing Services as outlined in Contract Agreement E-08-364-08-12.

ATTACHMENT "D"
Cost Proposal

PROJECT: Mile 14 - Mile 6 West to FM 88 Project in Hidalgo County Precinct No. One (1).

See Attached

Attachment "D"
Mile 14 - Mi 6 West to FM 88 (5280 LF.)
Prepared For Hidalgo County Pct. No. 1

Subgrade Testing - Laboratory				
Tech Time	2.5	Hrs.	\$41.80	\$104.50
Trip Charge	15	Mi.	\$0.46	\$6.90
Atterberg	2	Ea.	\$69.65	\$139.30
Moisture-Density Determ	2	Ea.	\$179.95	\$359.90
Reports	2	Ea.	\$20.60	\$41.20
Eng. Spec.	1	Hrs.	\$104.50	\$104.50
Engineer	1	Hrs.	\$139.40	\$139.40
Sub.				\$895.70
Subgrade Field Density Testing				
Tech Time	6	Hrs.	\$41.80	\$250.80
Trip Charge	45	Mi.	\$0.46	\$20.70
Comp. Test	10	Ea.	\$20.90	\$209.00
Reports	3	Ea.	\$20.60	\$61.80
Eng. Spec.	0.75	Hrs.	\$104.50	\$78.38
Engineer	0.75	Hrs.	\$139.40	\$104.55
Sub.				\$725.23
Roadway Base Materials Testing - Laboratory				
Tech Time	3	Hrs.	\$41.80	\$125.40
Trip Charge	15	Mi.	\$0.46	\$6.90
Sieve Analysis	1	Ea.	\$52.20	\$52.20
Texas Wet Ball Mill	1	Ea.	\$209.55	\$209.55
Atterberg	1	Ea.	\$69.65	\$69.65
Moisture-Density Determ	1	Ea.	\$179.95	\$179.95
Reports	1	Ea.	\$20.60	\$20.60
Eng. Spec.	0.5	Hrs.	\$104.50	\$52.25
Engineer	0.5	Hrs.	\$139.40	\$69.70
Sub.				\$786.20
Base Material Field Density Testing				
Tech Time	6	Hrs.	\$41.80	\$250.80
Trip Charge	45	Mi.	\$0.46	\$20.70
Comp. Test	10	Ea.	\$20.90	\$209.00
Reports	3	Ea.	\$20.60	\$61.80
Eng. Spec.	0.75	Hrs.	\$104.50	\$78.38
Engineer	0.75	Hrs.	\$139.40	\$104.55
Sub.				\$725.23

Asphalt Testing-Field and Laboratory

Tech Time	6	Hrs.	\$53.40	\$320.40
Trip Charge	45	MI	\$0.46	\$20.70
Rolling Patterns	2	Ea.	\$34.85	\$69.70
Laboratory Molded (ga)	1	Pr.	\$63.85	\$63.85
%AC-Grad	1	Ea.	\$203.25	\$203.25
Reports	1	Ea.	\$20.60	\$20.60
Asphalt Thickness	3	Ea.	\$58.10	\$174.30
Eng. Spec.	1	Hrs.	\$104.50	\$104.50
Engineer	1	Hrs.	\$139.40	\$139.40

Sub. \$1,116.70

Estimated Project Total **\$4,249.05**

Leticia Saenz

From: Robert Elizondo [robert.elizondo@co.hidalgo.tx.us]
Sent: Wednesday, April 22, 2009 5:01 PM
To: leticia.saenz@co.hidalgo.tx.us
Cc: 'noe.montez'
Attachments: WA#12 L&G ENG.pdf

Please place on CC.

Thanks
Robert Elizondo

AI-15073

20.C.1.

**Requesting Approval to execute a General Engineering Agreement with
Javier Hinojosa Engineering for Pct. 3**

CC REGULAR

Date: 04/28/2009

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Submitted For: Rocio Villarreal

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department

Purchasing only: Prct. 3

Information

CAPTION

Presentation for discussion, consideration, and approval to execute a professional engineering services contract/agreement for the provision of general engineering services for, "General Engineering on All Precinct No. 3 Projects ," with Javier Hinojosa Engineering as authorized & approved for negotiations by CC on 03/31/09.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009

ACCT. #: 9-1203-431-00-123-005-0-334

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Available funds as of 4/23/09 \$20,000.00. Funding to be determined as work authorizations are issued.

Attachments

Link: Agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/23/2009 11:14 AM	APRV
2	Budget & Management	Veronica Lopez	04/23/2009 11:24 AM	APRV
3	Perla Lopez	Perla Lopez	04/23/2009 03:48 PM	APRV
4	Auditor's Office		04/24/2009 05:37 PM	NEW

Form Started By: Rocio Villarreal
Started On: 04/15/2009 05:04 PM

Final Approval Date: 04/24/2009

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

DRAFT

AGREEMENT FOR PROFESSIONAL SERVICES
C-09-176-04-28

THIS AGREEMENT is made, by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner’s Court**, hereinafter called the “**Owner**”, and Javier Hinojosa Engineering. Professional Engineers of **McAllen, Texas**, hereinafter called the “**Engineer**”.

WITNESSETH:

WHEREAS, the **Owner** desires to contract with the **Engineer** to provide professional engineering services related to “**Hidalgo County Precinct No. 3 Projects,**” hereinafter referred to as the “**Project**”.

NOW, THEREFORE, the **Owner** and the **Engineer** in consideration of the mutual covenants and agreements herein contained do mutually agree as follows:

ARTICLE 1. Employment of Engineer. The **Owner** agrees to employ the **Engineer** and the **Engineer** agrees to perform professional engineering services in connection with the **Project** as stated in the articles to follow and for having rendered such services, the owner agrees to pay the **Engineer** compensation as stated in the articles to follow.

ARTICLE 2. Character and Extent of Services. This Agreement will provide for the development of the **Project** with the following:

2.1 Scope of Work. The **Owner** will furnish items and provide those services for the development of the **Project** and fulfillment of this Agreement, as identified in **EXHIBIT “A” Services to be Provided by the Owner**, attached hereto and made a part of this Agreement as identified in **EXHIBIT “B”- Services to Provided by the Engineer**, attached hereto and made a part of this agreement.

2.2 Classification of Services For this Agreement, the professional services to be provided by the **Engineer**, as more particularly identified in **EXHIBIT “B”**, attached hereto.

2.3 Schedule of Work. The **Engineer** shall prepare a schedule of work (hereinafter referred to as “**Work Schedule**”) in accordance with the terms identified in **EXHIBIT “C” - Work Schedule**, attached hereto and made a part of this Agreement.

ARTICLE 3. Period of Service. Upon execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof.

3.1 Termination Date. This Agreement will terminate on April 28, 2009 (hereinafter referred to as the “**Termination Date**”), unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Engineer** to begin work, during periods when work is suspended, or subsequent to the **Termination Date**.

3.2 Extension of the Termination Date. The **Engineer** shall notify the **Owner** in writing as soon as possible if it is determined, or reasonably anticipated, that the work under this Agreement cannot be completed before the **Termination Date**, and the **Owner** may, at the **Owner’s** sole discretion, extend the **Termination Date** by written supplemental agreement as provided in Article 8 hereof. The **Engineer** shall allow adequate time for review and approval by the **Owner** of the written notice and request by the **Engineer** to extend the **Termination Date**.

3.3 Suspension of Work. Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the **Owner** shall provide thirty (30) calendar days verbal notification to the **Engineer**, followed by written confirmation from the **Owner** to the **Engineer** to that effect. The thirty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**. The work under this

Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the **Owner** to the **Engineer**. The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**.

If the **Owner** suspends the work, the **Termination Date** as identified above is not affected, and this Agreement will terminate on the date specified, unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**.

3.4 Termination of Agreement. This Agreement may be terminated before the stated **Termination Date** identified in Article 3.1 herein by any of the following conditions:

- (1) **Commitment of Current Revenues.** In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Engineer**. The **Owner** agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903 (Vernon Supp. 1995).
- (2) By mutual agreement and consent, in writing, of both the **Engineer** and the **Owner**.
- (3) By the **Owner**, upon failure of the **Engineer** to fulfill the **Engineer's** obligations set forth herein in a satisfactory manner as determined by the **Owner** and in sole opinion of the **Owner**, after the **Owner** provides written notice to the **Engineer** of such failure and the **Engineer** has not corrected such failure within (30) days of such written notice by the **Owner**.
- (4) By the **Engineer**, upon failure of the **Owner** to fulfill the **Owner's** obligations set forth herein, after the **Engineer** provides written notice to the **Owner** of such failure

and the **Owner** has not corrected such failure within thirty (30) days of such written notice by the **Engineer**.

- (5) By the **Owner** without cause upon thirty (30) days written notice to the **Engineer**.
- (6) By satisfactory completion of all services and obligations described herein.

Should the **Owner** terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the **Engineer** notwithstanding anything herein to the contrary. In determining the value of the work performed by the **Engineer** prior to termination, the **Owner** shall be the sole judge of the value of such work performed. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the **Owner** terminate this Agreement under (5) of the paragraph above, the amount charged during the thirty (30) day notice period shall not exceed the amount charged during the preceding ninety (90) days.

If the termination of this Agreement is due to the failure of the **Engineer** to fulfill the **Engineer's** obligations under this Agreement, the **Owner** may take over the Project and prosecute the work to completion. In such case, the **Engineer** shall be liable to the Owner for any additional cost occasioned by the Owner.

If the **Engineer** defaults in the performance of this Agreement or if the **Owner** terminates this Agreement for fault on the part of the **Engineer**, the **Owner** will give consideration to payment of an amount in settlement to include: the actual costs incurred by the **Engineer** in performing the work to the date of default, the amount of work required which was satisfactorily completed to date of default, the value of the work which is usable to the **Owner**, the cost to the **Owner** of employing another consultant and/or firm to complete the work required and the time required to do so, and other factors which affect the value

to the **Owner** of the work performed at the time of default. This Agreement shall not be considered as specifying the exclusive remedy for any default by the **Engineer**, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

The termination of the Agreement and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of the **Owner** and the **Engineer** under this Agreement, except the obligations set forth in Articles 11.2, 12, 13, 15, 16, 17, 18.3, 19, 22 and 26 hereto.

ARTICLE 4. Progress and Coordination. The **Engineer** shall, from time to time during the progress of the work, confer with the **Owner**. The **Engineer** shall prepare and present such information as may be pertinent and necessary, or as may be requested by the **Owner**, in order to evaluate features of the **Engineer's** services and work.

At the request of the **Owner** or the **Engineer**, conferences shall be provided at the **Engineer's** office, the office of the **Owner**, or at other locations designated by the **Owner**. These conferences shall also include evaluation of the **Engineer's** services and work when requested by the **Owner**.

All applicable study reports shall be submitted in preliminary form for approval by the **Owner** before the final report is issued. The **Owner's** comments regarding the **Engineer's** preliminary report will be addressed by the **Engineer** in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the **Engineer's** services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the **Engineer's** services and work does not satisfy the requirements of the approved **Work Schedule** as provided by **Exhibit "C"**, attached hereto, the **Owner** shall review the approved **Work Schedule** with the **Engineer** to determine the corrective action needed by either the **Owner** or the **Engineer**.

The **Engineer** shall promptly advise the **Owner** in writing of events which have a significant impact upon the progress of the **Engineer's** services and work and the approved **Work Schedule**, including:

- (1) problems, delays, adverse conditions which will materially affect the ability to attain contract objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of **Project** deliverables by the **Engineer** within established time periods; this disclosure will be accompanied by a statement by the **Engineer** of recommended or immediate action taken, or contemplated, and any **Owner** or other agency or entity assistance needed to resolve the situation: and
 - (2) favorable developments or events which enable meeting the **Work Schedule** goals sooner than anticipated.
-

ARTICLE 5. Compensation and Fees. For and in consideration of the services to be rendered by the Engineer, the Owner shall compensate the Engineer as follows:

5.1 Basic Services. For and in consideration of the *Services* to be rendered by the **Engineer**, as identified in Article 2 and more particularly identified in **EXHIBIT "B"**, attached hereto, the maximum amount payable by the **Owner** to the **Engineer** for *Services*, subject to adjustment in accordance with Article 6.1 herein, will be provided in each work authorization issued. Payments to the **Engineer** for *Services* shall be made by the **Owner**, upon presentation by the **Engineer** of the monthly **Request for Payment**, in accordance with the terms and provisions of Article 6 herein.

5.2 Special Services. Those services that may be required to provided by the **Engineer** as *Special Services* are set forth below and more particularly described in **EXHIBIT "B"**, attached hereto. For and in consideration of these *Special Services* rendered as required by the **Engineer**, the **Owner** shall pay the **Engineer** a negotiated lump sum fee (hereafter referred to as "**Special Services Fee**") at the hourly labor

rates and non-labor rates (hereinafter referred to as “**Contract Rates**”) specified in **EXHIBIT “D” - Contract Rates**, attached hereto and made a part of this Agreement, and as follows:

1. **RESIDENT OR SITE ENGINEER, INSPECTOR** Actual performance of services of project site engineer, resident engineer and/or inspector, if required by **Owner**.
2. **DOCUMENT COPIES** Actual performance and/or providing of additional copies (over 10) of report; additional copies (over 10) of plans (contract drawings), specifications and estimates (PS&E); additional copies (over 10) of bidding documents; additional copies (over 10) of as-built drawings.
3. **EXTRA TRAVEL** Extra travel required of **Engineer** and authorized by **Owner** to points outside of Hidalgo County.
4. **EXPERT WITNESS** Assistance to the **Owner** as expert witness in any litigation with third parties, arising from the development or construction of the **Project**.
5. **MISCELLANEOUS.** Investigations involving detailed consideration of operation, maintenance and overhead expenses and (unless otherwise agreed) the preparation of rate schedules, earning and expense statements; preparation of feasibility studies; environmental document preparation; appraisals, valuations, and material audits; or inventories required for certification of force account construction performed by the **Owner**; preparation of change orders for extra work done by the **Contractor**.

ARTICLE 6. Method of Payment.

6.1 Request for Payment. Payments to the **Engineer** for services rendered will be made while work is in progress as executed through a lump sum fee assigned to each work authorization (hereinafter referred to as “**Work Authorization**”) in accordance with **Article 7** herein. For each **Work Authorization**, the **Engineer** shall prepare and submit to the **Owner** monthly progress reports in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter referred to as “**Request for Payment**”). The progress report shall indicate the percent completion of the work accomplished by the **Engineer** during the billing period and to the date of the **Request for Payment**. On or before noon of the first Monday of each month during the performance of the services, the **Engineer** shall submit to the **Owner** for approval a **Request for Payment**. Payment of the lump sum fee for each **Work Authorization** identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified in such **Work Authorizations** together with a detailed breakdown of the amount and

the sum of all prior payments. The **Owner** shall review each such **Request for Payment** and may make such exceptions as the **Owner** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the **Owner** meets approving such payment, the **Owner** shall make payment to the **Engineer** in the amount approved as aforesaid subject to Article 6.4 herein and below.

If the **Project**, or any portion(s) thereof, are deleted or otherwise not constructed, compensation to the **Engineer** by the **Owner** for the **Project** or such portions of the project shall be only the amounts paid the **Engineer** for actual work performed in accordance with the **Work Authorization(s)** approved by the **Owner**.

6.2 Final Payment. After final completion of the work and acceptance thereof by the **Owner**, the **Engineer** shall submit a final request for payment ("**Final Request for Payment**") which shall set forth all amounts due and remaining unpaid to the **Engineer** and upon approval thereof by the **Owner**, the **Owner** shall pay to the **Engineer** the amount due ("**Final Payment**") under such **Final Request for Payment** in accordance with the provisions of Article 6.1 hereof. The **Final Payment** shall not be made until the **Engineer** delivers to the **Owner** an affidavit that so far as the **Engineer** has knowledge or information any and all amounts due for materials and services over which the **Engineer** has control have been paid.

6.3 Qualification on Obligations to Pay. Any provision hereof to the contrary notwithstanding, the **Owner** shall not be obligated to make any payment (whether a payment under Article 6.1 hereof or **Final Payment**) to the **Engineer** hereunder if any one or more of the following conditions precedent exist:

- (1) The **Engineer** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;
- (2) Any part of such payment is attributable to the **Engineer's** services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Engineer's** services which were performed in accordance with this Agreement.
- (3) The **Engineer** has failed to make payments promptly to consultants or other third parties used in connection with the **Project** for which the **Owner** has made payment to the **Engineer**;

- (4) If the **Owner**, in good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Engineer's** services in accordance with this Agreement, no additional payments will be due the **Engineer** hereunder unless and until the **Engineer**, at its sole cost, performs a sufficient portion of the **Engineer's** services so that such portion of the compensation then remaining unpaid is determined by the **Owner** to be sufficient to so complete the **Engineer's** services.

6.4 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the **Engineer's** services to which such partial payment related or relieves the **Engineer** of any of its obligations hereunder with respect thereto.

6.5 The **Engineer** shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the **Engineer's** services.

6.6 Waiver. The making of the **Final Payment** shall constitute a waiver of all claims by the **Owner** except those arising from (1) faulty or defective services of the **Engineer** appearing after completion of the **Project**. (2) failure of the **Engineer's** services to comply with the requirements of this Agreement or any contracts or Agreements related to the **Project**, or (3) terms of any special warranties required by this Agreement or provided at law or in equity. The acceptance of **Final Payment** shall constitute a waiver of all claims by the **Engineer** except those previously made in writing and identified by the **Engineer** as unsettled at the time of the **Final Request for Payment**.

ARTICLE 7. Work Authorization. After execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof, only as authorized by the **Owner** through an agreed **Work Authorization** document in the form identified in **EXHIBIT "E"- Work Authorization Form**, attached hereto and made a part of this Agreement. The **Engineer** will identify, as approved by the **Owner**, the needed services for the **Project**, as required through the course of the development to the **Project**. The **Owner** shall authorize the **Engineer** to perform one or more of the agreed tasks identified in **EXHIBIT "B"**, attached hereto, in the form of individual work authorizations. Upon authorization from the **Owner**, the **Engineer** will prepare a **Work Authorization** document, which will include a description of the work

to be performed, including a description of the tasks and milestones, a work schedule, and an estimated cost proposal agreed upon by the **Owner** and the **Engineer**. The estimated cost proposal shall set forth in detail the computation of the cost of each work task, at the hourly rates established and identified in **EXHIBIT “D”**, attached hereto. The **Work Authorizations** shall not waive the **Owner’s** and the **Engineer’s** responsibilities and obligations established in this Agreement.

The estimated cost proposal for each **Work Authorization**, developed by the **Engineer** and approved by the **Owner** shall be used by the **Owner** to appropriate a purchase order for the **Work Authorization**. Each executed **Work Authorization** shall become a part of this **Agreement**. Upon satisfactory completion of the **Work Authorization**, the **Engineer** shall submit the **Project’s** deliverables as specified in the executed **Work Authorization** to the **Owner** for review and acceptance.

Work included in a **Work Authorization** shall not begin until the **Owner** and the **Engineer** have signed the **Work Authorization**. All work must be completed on or before the completion date specified in the **Work Authorization**, unless extended by written agreement by the **Engineer** and the **Owner**. The **Engineer** shall promptly notify the **Owner** of any event that will affect completion of the **Work Authorization**. All **Work Authorizations** must be executed and completed by both the **Engineer** and the **Owner** within the period established for this **Agreement** as specified in Article 3 hereof.

The final acceptance by the **Owner** of each **Work Authorization** for the **Project** shall serve as evidence of completion, on the part of the **Engineer**, of all services under this Agreement insofar as they pertain to that portion of work on the **Project** identified in the applicable work authorization.

ARTICLE 8. Supplemental Agreements. The terms of this Agreement may be amended by supplemental agreement if the Owner determines that (1) there is a need to extend the **Termination Date** identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by the **Engineer**, and/or (3) for any other reason agreeable to the **Owner** and the Engineer. All supplemental agreements will be developed in the form identified in **EXHIBIT “F”** -

Supplemental Agreement Form, attached hereto and made a part of this Agreement, and incorporated herein by reference as “**Supplemental Agreement**”.

If determined appropriate by the **Owner**, additional compensation to the **Engineer** for (1), (2) and/or (3) above shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT “D”**, attached hereto. The negotiated lump sum fee shall be incorporated into the **Supplemental Agreement**.

Any **Supplemental Agreement** must be executed by both the **Engineer** and the **Owner** prior to the **Termination Date** specified in Article 3 hereof.

It is distinctly understood and agreed that no claim by the **Engineer** for additional work, as identified in Article 9 hereof, or changes or revisions in work, as identified in Article 10 hereof, shall be made by the **Engineer** until full execution of the **Supplemental Agreement** and authorization to proceed is granted by the **Owner**. The **Owner** reserves the right to withhold payment to the **Engineer** pending verification of satisfactory work performed by the **Engineer**.

ARTICLE 9. Additional Work. If the **Engineer** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the **Engineer** shall promptly notify the **Owner** in writing. In the event the **Owner** finds that such work does constitute extra work, the **Owner** shall so advise the **Engineer** and a written supplemental agreement will be executed between the **Owner** and the **Engineer** as provided herein. The **Engineer** shall not perform any proposed additional work or incur any additional cost prior to the execution by both the **Engineer** and the **Owner** of a supplemental agreement. Additional compensation from the **Owner** to the **Engineer** shall be paid as a negotiated lump sum fee at the Contract Rates specified in **EXHIBIT “D”** attached hereto. The negotiated lump sum fee shall be incorporated into the supplemental agreement as specified in Article 8 hereof. The **Owner** shall not be liable or under any obligation to compensate the **Engineer** for work performed or costs

incurred by the **Engineer** relating to additional work not directly associated with the performance of the work authorized in this Agreement or as amended through supplemental agreement.

ARTICLE 10. Changes or Revisions in Work. If the **Owner** finds it necessary to request changes to the work, and the changes are within the applications of sound engineering principles, the **Engineer** shall make such revisions if requested and directed by the **Owner**.

10.1 Preliminary Work. The **Engineer** will make, without expense to the **Owner**, such revisions of any preliminary reports or drawings as may be required to meet the needs of the **Owner** and the applications of sound engineering principles.

10.2 Previously Approved or Satisfactorily Completed Work. If the **Owner** funds it necessary to request the **Engineer** to make changes to work previously approved by the **Owner** or work satisfactorily completed for which the **Owner** approves or, after a definite plan has been approved by the **Owner**, if a decision is subsequently made by the **Owner**, which for proper execution involves extra services and expenses for changes in or additions to the drawings specifications or other documents, this will be considered as additional work, and compensation from the **Owner** to the Engineer will be in accordance with Article 9 hereof.

10.3 Project Delays. If the **Engineer** is required to perform additional work due to delays by the imposition of causes not within the **Engineer's** control, such as by the re-advertisement of bids or by the delinquency or insolvency of contractors, such work associated with these delays shall be considered additional work, and the **Engineer** shall be compensated by the **Owner** for such extra services and expense in accordance with Article 9 hereof.

10.4 Reduction of Project Cost. Notwithstanding any provision herein to the contrary, in the event it is necessary for the **Owner** to require changes in the final plan of the **Project** to enable it to the reduce the construction cost of the **Project** to an amount within the sum estimated by the **Engineer**, the **Engineer** will be required to make such revisions or changes. These changes will only be considered

additional work by the **Engineer**, if the **Engineer** previously provided these same changes as options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan for the Project, and the option or options were not selected or approved by the **Owner** to be incorporated into the final plan of the Project. Payment for this additional work will then be made to the **Engineer** in accordance with Article 9 hereof. If the **Engineer** failed to provide these changes as an option or options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan of the **Project**, these changes will not be considered additional work and no additional compensation will be made to the **Engineer**.

ARTICLE 11. Ownership and Release of Documents.

11.1 Ownership of Documents. Original drawings and specifications are the property of the **Engineer** however the **Project** is the property of the **Owner**, and the **Engineer** may not use the drawings and specifications thereof for any purpose not relating to the **Project** with the **Owner's** consent. The **Owner** shall be furnished with such reproductions of drawings and specifications as the **Owner** may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article 3.4 hereof, the **Engineer** will revise drawings to reflect changes made during construction and will promptly furnish the **Owner** with one complete set of reproducible record prints. Prints shall be furnished by the **Engineer**, as an additional service, at any other time requested by **Owner**. All such reproductions shall be the property of the **Owner** who may use them without the **Engineer's** permission for any proper purpose relating to the **Project**, including but not limited to additions to or completion of the **Project**. Any additions or revisions by the **Owner** to a drawing signed, sealed, and dated by a registered professional engineer, shall be made in accordance with the Texas Engineering practice Act and the Rules of the State Board of Registration for Professional Engineers.

All documents furnished to the **Engineer** by the **Owner** shall be delivered to the **Owner** upon completion or termination of this Agreement. The **Engineer**, at the **Engineer's** own expense, may retain copies of such documents or any other data under this Agreement.

11.2 Release of Documents or Information. Release of information to the public or others regarding the **Project** will be accordance with the Texas Public Information Act.

ARTICLE 12 Discounts, Rebates, Refunds. In connection with procurement services rendered by the **Engineer**, if procurement services are required of the **Engineer** hereunder, all discounts, rebates and refunds shall accrue to the **Owner**. For some purchases, the **Engineer** may deem that payment within the discount period is not safe; and/or inspection, guarantees, or other considerations may dictate delay. In such cases, the **Engineer** shall promptly notify the **Owner** so that a course of action may be mutually agreed upon by the **Owner** and the **Engineer**.

ARTICLE 13. Records, Accounting, Inspection. The **Engineer** shall keep full and detailed records and accounts in a manner approved by the **Owner**. The **Engineer** shall afford the **Owner's** authorized personnel and independent auditors, if any, full access to the work performed by the **Engineer** regarding the **Project** and to all of the **Engineer's** books, records, correspondence, instructions, drawings, receipts, vouchers and other documents relating to such work under this Agreement and the **Engineer** shall preserve all such records for three (3) years after final payment. The **Engineer** shall deliver to the **Owner** upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and requirements of the **Owner**.

ARTICLE 14. Subcontracting and Assignment. The **Engineer** shall not assign, subcontract or transfer the **Engineer's** interest in this Agreement without the prior written consent of the **Owner**. The **Engineer** shall bind every subconsultant by written subcontract to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontract relieves the **Engineer** of any responsibilities under this Agreement.

The **Engineer**, and the **Owner**, do hereby bind themselves, their successors, executors, administrators and assigns to each other party of this Agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this contract.

ARTICLE 15. Patents. The **Engineer** shall indemnify and save the **Owner** harmless from all liability for alleged or actual infringement of any patent resulting from the use of apparatus or equipment furnished or designed by the **Engineer** or from the use of any process designed by the **Engineer** or effected by said apparatus or equipment, and the **Engineer** shall indemnify and save the **Owner** harmless from and against all costs, legal fees, expenses and liabilities incurred in or about any claim of or action for such infringement: provided, however, that the **Owner** shall promptly transmit to the **Engineer** all papers served on the **Owner** in any suit involving such claim of infringement, and provided further, that the **Owner** permits the **Engineer** to have entire charge and control of the defense of any such suit. If because of actual infringement the use of such apparatus, equipment, or process is enjoined, the **Engineer** shall refund the purchase price thereof in proportion to the length of service uncompleted, the life of such apparatus or equipment being assumed as five years. The **Engineer** hereby grants to the **Owner** a non-exclusive, royalty-free license under patents now or hereafter owned by the **Engineer** covering any machines, apparatus, processes, articles, or products included in the **Engineer's** work hereunder.

ARTICLE 16. Confidential Information, Inventions and Other Restrictions.

16.1 Confidential Information. The **Engineer** shall not use in any way, commercial or otherwise, except to the extent required by the proper performance of this Agreement; and shall hold in confidence and not disclose to any person, for any reason or at any time, any information relating to the secret processes, products, compositions, machinery, apparatus or trade secrets of the **Owner**, or any other confidential information given to the **Engineer** by any of the **Owner's** commissioners, elected officials, employees, or representatives or acquired by the **Engineer** during the term of or as a result of this Agreement. Any information not generally available to the public shall be considered secret and confidential for the foregoing purposes; provided, however, that any technical information which was lawfully in the **Engineer's** possession prior to such disclosure to the **Engineer** by the **Owner** or which is or shall lawfully be published or become part of general knowledge from sources other than the **Engineer** or which otherwise

shall lawfully become available to the **Engineer** from a source other than the **Owner**, shall not be subject to these provisions. All the foregoing stipulations shall apply to such information and work hereunder as well as to any information and ideas originated or developed by the **Engineer** in performing such work. Such information may, of course, be disclosed to the proper officials or employees of the **Owner** if necessary to perform the work hereunder. The **Engineer** shall, however, inform each of its employees who receive such information of these restrictions and the **Engineer** shall take all reasonable precautions and exert all reasonable efforts to assure conformance with such restrictions by all of its officers, employees, and agents, obtaining from them if necessary, agreements satisfactory to the **Owner**, effectuating the purposes of this Article.

16.2 Inventions. The **Engineer** shall communicate to the **Owner** at once, and require the **Engineer's** employees assigned to this **Project** to communicate to the **Owner** all inventions and improvements which any of the **Engineer's** employees, either alone or in conjunction with any of the **Owner's** employees may conceive, make or discover during the course of or as a result of work on this **Project** under this or any ensuing agreement with the **Owner** that relates to the processes, products, compositions, machinery or plants of the **Owner**, or relating in any way to any of the operations in which the **Owner** may be obligated to pay to the **Engineer** as compensation for services rendered by the **Engineer** under contract with the **Owner**. The **Engineer** shall require its employees to execute patent applications and assignments thereof to the **Owner** or its nominees, and powers of attorney relating thereto for any country the **Owner** may designate, and shall take all other actions as the **Owner** may request to maintain and protect such inventions and improvements. The **Owner** shall pay all costs or charges incurred in protecting such inventions and improvements if the **Owner** desires to protect them. Before assigning any of the **Engineer's** employees to work under any contract with the **Owner** concerning this **Project**, the **Engineer** shall obtain from them agreements satisfactory to **Owner** complying in all respects with the terms and provisions of this Article.

16.3 The rights and obligations set forth in Article 16 shall survive the performance of this Agreement, or any termination, discharge or cancellation thereof

ARTICLE 17. Engineer's Seal, Responsibility and Warranties.

17.1 Engineer's Seal. The **Engineer** shall assign a responsible engineer or engineers licensed to practice in the State of Texas, who shall sign, seal and date all appropriate engineering submissions to the **Owner** in accordance with the Texas Engineering Practice Act and the Rules of the State Board of Registration for Professional Engineers.

17.2 Engineer's Responsibility. The **Engineer** shall be responsible for the accuracy of the work for the **Project** and shall promptly make necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer**. No additional compensation will be made to the **Engineer** for any necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer**.

The **Engineer's** responsibility for all questions arising from design errors and/or omissions will be determined by the **Owner** or a designee appointed by the **Owner**. The **Engineer** will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the **Project** has been completed.

17.3 Warranties.

(a) The **Engineer** warrants that engineering design work performed by the **Engineer** hereunder shall be in accordance with sound engineering design practices and in conformance with applicable code and standards established for such work.

(b) Notwithstanding anything to the contrary contained in this Agreement, the **Owner** and the **Engineer** agree and acknowledge that the **Owner** is entering into this Agreement in reliance on the **Engineer's** experience and abilities with respect to performing the **Engineer's** services hereunder. The **Engineer** accepts the relationship of trust and confidence established between it and the **Owner** by this Agreement. The **Engineer** covenants with the **Owner** to use the **Engineer's** best efforts, skill, judgement

and abilities to design the **Project** and to further the interests of the **Owner** in accordance with the **Owner's** requirements and procedures, in accordance with all professional standards, and in compliance with all applicable national, federal, state, county and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. If the development of plans, specifications and estimates (hereinafter referred to as "**PS&E**") are identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project**, prior to the commencement of construction, the **Engineer** shall certify in writing to the **Owner** that the **PS&E** for the **Project**, and the improvements when built in accordance therewith, conform to all applicable governmental regulations, statutes and ordinances then in effect. The **Engineer** represents, covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the **Engineer's** services.

(c) The **Engineer** represents, covenants and agrees that all of **Engineer's** services to be furnished by the **Engineer** under or pursuant to this Agreement from the inception of the Agreement until the **Project** has been fully completed, shall be of the standard and quality which prevail among engineers of similar experience, knowledge, skill and ability engaged in engineering practice throughout Texas under the same or similar circumstances involving the design and construction of **Project**.

(d) The **Engineer** represents, covenants and agrees that the **Engineer's** special talent, training and experience cause the **Engineer** to be the prime professional on the **Project**; that because of such talent and training, the **Engineer** envisions the construction of the **Project** in its entirety and possesses the special skills which enable the **Engineer** to recognize dangerous conditions that a reasonable, prudent engineer having such special skills could anticipate may arise from the proper use of the **Project** after acceptance by **Owner**; and that the **Engineer** recognizes that any commissioners, elected officials, employees and agents of the **Owner**, plus residents and owners of property within the area affected by the

Project are within a class of foreseeable persons who will be relying on the project being designed in a professional and safe manner.

(e) If the development of **PS&E** is identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project**, the **Engineer** represents, covenants and agrees that the **PS&E** of the **Project** will be accurate and free from any material errors. The **Engineer** additionally represents, covenants and agrees to the following: that the design of the **Project** will conform to its foreseeable use as a **Project** with all the amenities as set forth in any **PS&E** developed by the **Engineer** for the **Project**; that the result of such **PS&E**, if built in accordance therewith, will be suitable for purposes for which the **Project** is designed; and the **Project** will be inspected in a workmanlike, professional manner and will be suitable for the **Project's** intended purpose. The **Engineer's** responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the **Owner** of any **PS&E** developed by the **Engineer** for the **Project**, nor shall the **Engineer** be released from any liability by reason of such approval by the **Owner**, it being understood that the **Owner** at all times is ultimately relying upon the **Engineer's** skill and knowledge in preparing such **PS&E**.

(f) In connection with the **Engineer's** performance of procurement services hereunder, if any, the **Engineer** use its best efforts to obtain from all vendors of equipment and materials, fullest possible warranties against defective materials and workmanship for the benefit of the **Owner**.

ARTICLE 18. Engineer's Resources. The **Engineer** shall furnish and maintain, at the **Engineer's** own expense, office space for the performance of all services, skilled and sufficient personnel, as well as adequate and sufficient equipment to perform the services as required under this Agreement.

18.1 Project Manager. The **Engineer** shall provide a manager (**Project Manager**) for the **Project** that is a registered professional engineer in the State of Texas. The **Project** manager shall have such knowledge and experience as will enable that **Project Manager** during the course of the **Project** without prior consent of the **Owner**. If, due to situations beyond the control of the **Engineer**, the **Engineer** must

change the **Project Manager** prior to the completion and acceptance of the **Project**, the **Engineer** will submit a request to change the **Project Manager** to the **Owner** for approval.

18.2 Employees of the Engineer. All employees of the **Engineer** shall have such knowledge and experience as will enable them to perform the duties assigned to them and required for the services under this Agreement. Any employee of the **Engineer** who, in the opinion of the **Owner**, is incompetent, or whose conduct becomes detrimental to the work required under this Agreement, shall immediately be removed from association with the **Project** when so instructed by the **Owner**. The **Engineer** certifies that the **Engineer** presently has employed sufficient and qualified personnel, and will maintain sufficient and qualified personnel for performance of the services under this Agreement.

18.3 Documents/Information Exchange The purpose of this Article is to define the required automated resources, format for graphics files, and information exchange pertaining to the **Project**. Taking into consideration that the **Owner** has a significant investment in the development of the **Project**, there is a need for the **Engineer** to provide consistency in document development for information exchange. Consistency in document development for information exchange and production will help facilitate an economically efficient **Project**. Therefore, the **Engineer** shall provide the **Owner** with documents and information in accordance with the special requirement outlined in **EXHIBIT "B"** attached hereto.

ARTICLE 19. Indemnification. To the fullest extent permitted by applicable law, the **Engineer** and its agents, partners, subcontractors, and consultants (collectively "**Indemnitors**") shall and do agree to indemnify, and hold harmless the **Owner**, the **Owner's** respective directors, elected officials, employees and agents (collectively "**Indemnitees**") from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "**Liabilities**") of any person or entity whomsoever arising out of, caused by or resulting from the negligent performance of the **Engineer's** services through activities of the **Engineer**, its agents, partners, subcontractors and/or consultants performed under this Agreement, and which are caused by or result from

error, omission, or negligent act of the **Engineer** or of any person employed or contracted by the **Engineer** provided that any such **Liabilities** (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting there from and (2) are caused in whole or in part by any negligent act or omission of the **Engineer**, anyone directly or indirectly employed by the **Engineer** or anyone for whose acts the **Engineer** may be legally liable. The **Engineer** shall also save harmless the **Owner** from any and all expense, including but not limited to, attorney fees which may be incurred by the **Owner** in litigation or otherwise resisting said claim or liabilities which may be imposed on the **Owner** as a result of such activities by the **Engineer**, its agents partners, subcontractors and/or consultants. In this connection, it is agreed and understood that the **Engineer** shall not be responsible for any portion of the liability proximately caused by the **Owner's** negligence.

ARTICLE 20. Joint and Several Liability. In the event more than one of the **Indemnitors** are connected with an accident or occurrence covered by the indemnification in Article 19 hereof, then each of such **Indemnitors** shall be jointly and severally responsible to the **Indemnitees** for indemnification and the ultimate responsibility among such **Indemnitors** for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any **Indemnitee**. The provisions of this Article shall not be construed to eliminate or reduce any other indemnification or right which the **Owner** or any of the **Indemnitees** has by law.

ARTICLE 21 Insurance. The **Engineer** shall obtain and maintain insurance in the limits of liability for each of the types of insurance coverage identified as follows.

- (1) **Workers' Compensation**, endorsed with a waiver of subrogation in favor of the **Owner** in accordance with the statutory obligations imposed by Worker's Compensation or Occupational Disease laws under the Texas Workers' Compensation Law ("**Statutory Texas**")

- (2) **Commercial General Liability**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20* herein, in limits of liability not less than one million dollars (**\$1,000,000**) combined single limit each occurrence and in the aggregate for bodily injury and property damage.
- (3) **Texas Business Automobile Policy**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein*, in limits of liability not less than two hundred fifty thousand dollars (**\$250,000**) each person for bodily injury, five hundred thousand dollars (**\$500,000**) each occurrence for bodily injury, and one hundred thousand dollars (**\$100,000**) each occurrence for property damage.
- (4) **Professional Liability** in limits of **\$1,000,000** each claim and aggregate.

The **Engineer** covenants and agrees to maintain an insurance policy in the minimum limits of liability for each of the types of insurance coverage identified above. The **Engineer** shall furnish the **Owner** with a certificate of insurance (**Hidalgo County Certificate of Insurance**) showing the said policy to be in full force and effect during the period of service, identified in Article 3 hereto, for this Agreement. The completed Hidalgo County Certificate of Insurance shall be attached hereto and identified as **EXHIBIT “G”- Hidalgo County Certificate of Insurance**. The **Engineer** will be considered in breach of contract should the **Engineer** fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and termination of the Agreement as outlined in Article 3.4 hereto. Additionally, the **Engineer** covenants and agrees to use its best efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the date of the acceptance of the **Project** by **Owner**.

ARTICLE 22. Compliance with Laws. The **Engineer** shall comply with all applicable Federal, State and local laws, statutes, codes, ordinances, rules and regulations and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations and licensing laws and regulations. When required the **Engineer** shall furnish the **Owner** with satisfactory proof of its compliance therewith.

ARTICLE 23. Non-collusion. The **Engineer** warrants that the **Engineer** has not employed or retained any company or persons, other than a bona fide employee working solely for the **Engineer**, to solicit or secure this Agreement, and that the **Engineer** has not paid or agreed to pay any company, engineer or any other person or entity any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or execution of this Agreement. For breach or violation of this warranty the **Owner** shall have the right to annul this Agreement without liability or, in the **Owner's** discretion, to deduct from the *Services Fee*, or otherwise recover, the full amount of each fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE 24. Gratuities. The **Owner** mandates that employees of the **Owner** shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the **Owner** under this Agreement; the only exceptions allowed are ordinary business meals. Any person doing business with or who may reasonably seeking to do business with the **Owner** under this Agreement may not make any offer of benefits, gifts or favors to **Owner** employees, except as mentioned herein above. Failure on the part of the **Engineer** to adhere to this provision may result in the termination of this Agreement.

ARTICLE 25. Payment of Franchise Tax. The **Engineer** hereby certifies that the **Engineer** is not delinquent in Texas franchise tax payments, or that the **Engineer** is exempt from, or not subject to, such as

tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the **Owner**.

ARTICLE 26. Disputes. The **Engineer** shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the **Engineer** in support of the services under this Agreement.

ARTICLE 27. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason, be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein .

ARTICLE 28. Notices. All notices to either party by the other required under this Agreement shall be personally delivered or mailed to such party at the following respective addresses:

OWNER: Hidalgo County
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

ENGINEER: Javier Hinojosa Engineering
416 E. Dove Avenue
McAllen, Texas 78504

The Address may be changed by either party by written notice and notice so mailed shall be effective upon mailing.

ARTICLE 29. Miscellaneous Provisions.

(a) This Agreement constitutes the entire Agreement between the **Engineer** and the **Owner** relating to the work herein described and supersedes any prior understanding or written or oral contracts between the parties respecting the subject matter defined herein. These are no previous or contemporary representations or warranties of the **Owner** or the **Engineer** not set forth herein.

(b) Except as specifically provided herein no modification, waiver, termination, rescission, discharge or cancellation of this Agreement or of any terms thereof shall be binding on the **Owner** unless in writing and executed by an officer or employee of the **Owner** specifically authorized to do so.

(c) No waiver of any provision of or a default under this Agreement shall affect the right of the **Owner** thereafter to enforce said provision or to exercise any right or remedy in the event of any other default whether or not similar.

(d) No modification, waiver, termination, discharge or cancellation of this Agreement or of any terms thereof shall impair the **Owner's** right with respect to any liabilities whether or not liquidated of the **Engineer** to the **Owner** theretofore accrued.

(e) All rights and remedies of the **Owner** specified in this Agreement are in addition to the Owner's other rights and remedies.

(f) The **Engineer** shall remain an independent contractor and shall have no power nor shall the **Engineer** represent that the **Engineer** has any power to bind the **Owner** or to assume or to create any obligation express or implied on behalf of the **Owner** except as specifically authorized in advance by the **Owner**.

(g) The Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

(h) This Agreement may only be amended by a written document executed by the Owner and the **Engineer** as provided by Article 8 herein.

ARTICLE 30. Signatory Warranty The undersigned signatory or signatories for the **Engineer** hereby represent and warrant that the signatory is an officer of the organization for which he or she has executed this Agreement and that he or she has full and complete authority to enter into this Agreement on behalf of the **Engineer**. The above-stated representations and warranties are made for the purpose of inducing the **Owner** to enter into this Agreement.

WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the ____ day of _____, 2009.

ENGINEER:
Javier Hinojosa Engineering

BY: _____
Javier Hinojosa, P.E. President

OWNER:
HIDALGO COUNTY

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

ATTEST:

Arturo Guajardo, Jr., County Clerk

Approved on Commissioners' Court: April 28, 2009

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: _____

ATTACHMENTS:

EXHIBIT A	-Scope of Services to be provided by the Owner
EXHIBIT B	-Scope of Services to be provided by the Engineer
EXHIBIT C	-Work Schedule
EXHIBIT D	-Engineer's Rates
EXHIBIT E	-Work Authorization Form
EXHIBIT F	-Supplemental Agreement Form
EXHIBIT G	-Certificate of Insurance (<i>Hidalgo County</i>)

EXHIBIT “A”

Services to be Provided by the Owner

The following provides an outline of the services to be provided by the **Owner** in the development of the **Project** (as defined and more particularly identified in **EXHIBIT “A”** attached to this Agreement).

General

The **Owner** will provide to the **Engineer** the following:

- (1) Payment for work performed by the **Engineer** and accepted by the **Owner** in accordance with Article 8 of this Agreement.
- (2) Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **Engineer** cannot easily obtain.
- (3) Provide any available relevant data the **Owner** may have on file concerning the project.
- (4) Provide timely review and decisions in response to the **Engineer**'s request for information and/or required submittals and deliverables, in order for the **Engineer** to maintain the agreed-upon work schedule prepared in accordance with **EXHIBIT “A”** attached to this Agreement.
- (5) Attend and participate in progress meetings as required and as coordinated and conducted by the **Engineer**.

EXHIBIT “B”

Services to be provided by the Engineer

The following provides an outline of the services to be provided by the **Engineer** in the development of the **Project**.

The ENGINEER will evaluate and design the Paving Improvements as follows:

- Review existing conditions to develop the design criteria;
- Conduct field surveys to obtain information on existing conditions and topography on proposed roadways;
- Identify alignments and right of ways of proposed roadways;
- Develop typical cross sections for proposed roadways;
- Prepare plans and specifications for the improvements;
- Assist in bidding of the improvements;
- Provide construction staking and periodic inspection services during the construction phase of the improvements.

EXHIBIT “C”

Work Schedule

For this Agreement, the **Engineer** shall prepare a work schedule for the work identified in EXHIBIT “B” in accordance with each Work Authorization in compliance with the following:

- ◆ Review existing conditions
- ◆ Conduct field surveys to obtain information for preparation of final design plans.
- ◆ Prepare plans and specifications for each project
- ◆ Assist owner with bidding of each project if required.
- ◆ Provide periodic inspections during construction.

The **Engineer** will diligently pursue the completion of each authorization as defined by the milestones and deliverable due dates outlined in the approved work schedule.

The **Engineer** will inform the **Owner** (in reasonable advance of the delay) should the **Engineer** encounter delays that would prevent the performance of all work in accordance with the established work schedule.

EXHIBIT “D”

ENGINEER’S CONTRACT RATES

HOURLY RATES:

Project Principal	\$ 75.00/Hr.
Project Engineer	\$ 70.00/Hr.
R.P.L.S.	\$ 70.00/Hr.
G.P.S. Survey Crew	\$ 90.00/Hr.
3 Man Survey Crew	\$ 75.00/Hr.
2 Man Survey Crew	\$ 65.00/Hr.
Party Chief	\$ 40.00/Hr.
CADD/Designer	\$ 48.00/Hr.
Clerical	\$ 25.00/Hr.

WORK AUTHORIZATION NO. _____

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization or (DATE).

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by **Hidalgo County Precinct No.3 Commissioner Joe M. Flores** as to content and detail of this Work Authorization No. # ____.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 3:

BY: _____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on ____ (DATE) as indicated below and effective as of ____ day of _____, 2009.

THE ENGINEER:
JAVIER HINOJOSA ENGINEERING

THE OWNER:
HIDALGO COUNTY

By: Javier Hinojosa, P.E., Owner

By: Juan D Salinas III, County Judge
or Presiding Officer

ATTEST:

by: Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Service to be Provided by the Owner
ATTACHMENT "B" - Services to be Provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Cost Proposal

Policy Number:

Date Entered: 4/8/2009

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/8/2009

PRODUCER Davis Insurance Agency 2030 E. Griffin Parkway Mission, Texas 78572 Phone: (956) 581-9838 Fax: (956) 519-1524	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED JAVIER HINOJOSA ENGINEERING JAVIER HINOJOSA 416 E. DOVE MCALLEN, TX 78504	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURERS AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: NATIONAL LLOYDS INSURANCE CO</td> <td></td> </tr> <tr> <td>INSURER B: FARMERS INSURANCE EXCHANGE</td> <td></td> </tr> <tr> <td>INSURER C: FARMERS INSURANCE EXCHANGE</td> <td></td> </tr> <tr> <td>INSURER D: EVANSTON INSURANCE COMPANY</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: NATIONAL LLOYDS INSURANCE CO		INSURER B: FARMERS INSURANCE EXCHANGE		INSURER C: FARMERS INSURANCE EXCHANGE		INSURER D: EVANSTON INSURANCE COMPANY		INSURER E:	
INSURERS AFFORDING COVERAGE	NAIC #												
INSURER A: NATIONAL LLOYDS INSURANCE CO													
INSURER B: FARMERS INSURANCE EXCHANGE													
INSURER C: FARMERS INSURANCE EXCHANGE													
INSURER D: EVANSTON INSURANCE COMPANY													
INSURER E:													

COVERAGES

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

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY	CP9002401-03	6/28/2008	6/28/2009	EACH OCCURRENCE
		☒ COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)
		☐ CLAIMS MADE ☒ OCCUR				MED EXP (Any one person)
		GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY
		☒ POLICY ☐ PRO-JECT ☐ LOC				GENERAL AGGREGATE
						PRODUCTS - COMP/OP AGG
B		AUTOMOBILE LIABILITY	069398805	3/29/2009	3/29/2010	COMBINED SINGLE LIMIT (Ea accident)
		☐ ANY AUTO				BODILY INJURY (Per person)
		☒ SCHEDULED AUTOS				BODILY INJURY (Per accident)
		☐ HIRED AUTOS				PROPERTY DAMAGE (Per accident)
		☐ NON-OWNED AUTOS				
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT
		☐ ANY AUTO				OTHER THAN EA ACC AGG
		EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE
		☐ OCCUR ☐ CLAIMS MADE				AGGREGATE
		DEDUCTIBLE				
		RETENTION \$				
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N0707-71-94	12/1/2008	12/1/2009	WC STATU-TORY LIMITS
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)				E.L. EACH ACCIDENT
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE
						E.L. DISEASE - POLICY LIMIT
		OTHER				PER CLAIM
		PROFESSIONAL LIABILITY	AE812316	12/4/2008	12/4/2009	

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

CERTIFICATE HOLDER

CANCELLATION

HIDALGO COUNTY
 ATTN: MARTHA SALAZAR-PURCHASING DEPT
 EDINBURG, TX 78539

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 0 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2009/01)

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AI-15163

20.C.2.

**Action on WA #s 2&3 from Javier Hinojosa Engineering for Pct. 3
CC REGULAR**

Date: 04/28/2009
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Submitted For: Rocio Villarreal
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** Prct. 3

Information

CAPTION

Presentation for consideration, discussion, and approval of Work Authorizations: #2-\$71,725.50 for Phase I and #3-\$58,957.50 for Phase II submitted by project engineer, Javier Hinojosa to provide engineering services in connection with: "Drainage Improvements within Prairie View Heights Subdivision Phases I & II" for Precinct No. 3.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1339-431-00-123-073-0-733
FUNDS AVAILABLE Y/N?: Y/Pending **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Pending transfer on 4/28/09 of \$300,000.00

Refer to AI #15145.

FISCAL YEAR: 2009 **ACCT. #:** 9-1339-431-00-123-074-0-733
FUNDS AVAILABLE Y/N?: Y/Pending **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Pending transfer on 4/28/09 of \$300,000.00

Refer to AI #15145.

Attachments

Link: WA#2&3

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/23/2009 11:00 AM	APRV
2	Budget & Management	Veronica Lopez	04/23/2009 11:25 AM	APRV
3	Perla Lopez	Perla Lopez	04/23/2009 02:30 PM	APRV
4	Auditor's Office		04/24/2009 05:37 PM	NEW

Form Started By: Rocio Villarreal

Started On: 04/22/2009 04:57
PM

Final Approval Date: 04/24/2009

HIDALGO COUNTY
Professional Engineering Services
Contract # C08-505-01-20
(Drainage Improvements Projects)
Work Authorization Form

WORK AUTHORIZATION NO. 3

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **JAVIER HINOJOSA ENGINEERING** professional engineers of **MCALLEN**, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide **Engineering Services** required for the preparation of the plans, specifications and construction staking for the drainage improvements within **Prairie View Heights Subdivision Phase II**.

The scope of services to be provided by the **Owner** is identified in **EXHIBIT "A"** – *Scope of Services to be Provided by the Owner* attached hereto.

The scope of services to be provided by the **Engineer** is identified in **EXHIBIT "B"** – *Scope of Services to be Provided by the Engineer* attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is **\$58,957.50**. This amount is based upon the costs outlined in the **Estimated Cost Proposal** attached hereto as **EXHIBIT "D"**.

PART 3. PAYMENT

Compensation and payment to the **Engineer** for the services established under this Work Authorization shall be made in accordance with Article/Part/Section _____ of the Agreement.

PART 4. FUNDING

This Work Authorization No. 3 shall be funded through funding source:

Account No. 9-1539-401-00-123-074-0-133

Requisition Number _____ (MUST BE INCLUDED AFTER CC APPROVAL)

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization or _____.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct No.3 Commissioner **Joe M. Flores** as to content and detail of this Work Authorization No. 3.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO.3:

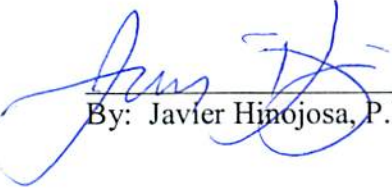
BY: 

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of _____ day of _____, 2009.

THE ENGINEER:
JAVIER HINOJOSA ENGINEERING

THE OWNER:
HIDALGO COUNTY


By: Javier Hinojosa, P.E, Owner

By: Juan D Salinas III, County Judge
or Presiding Officer

ATTEST:

by: Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Service to be Provided by the Owner
ATTACHMENT "B" - Services to be Provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Cost Proposal

EXHIBIT "D"
Preliminary Cost Estimate
Hidalgo County Precinct No. 3 Drainage Improvements
Prairie View Heights Subdivision Phase II
Prepared By: Javier Hinojosa Engineering

A. Prairie View Heights Subdivision Phase II - 1 1/2 Mile North Abram Road

1. 36" RC Pipe	1,500 LF	@	\$50.00 =	\$75,000.00
2. 8" Force Main	1,500 LF	@	\$15.00 =	\$67,500.00
3. 18" RC Pipe	600 LF	@	\$30.00 =	\$18,000.00
4. Trench Protection	3,000 LF	@	\$4.00 =	\$12,000.00
5. 7' Dia. Manhole	2 EA	@	\$5,000.00 =	\$10,000.00
6. Grate Inlet	4 EA	@	\$4,000.00 =	\$16,000.00
7. 5' Dia. Manhole	4 EA	@	\$4,000.00 =	\$16,000.00
8. Repair Pavement	1,200 LF	@	\$30.00 =	\$36,000.00
9. Waterline Adjustments	4 EA	@	\$5,000.00 =	\$20,000.00
10. Water Service Adjustments	20 EA	@	\$300.00 =	\$6,000.00
11. Irrigation Adjustments	2 EA	@	\$10,000.00 =	\$20,000.00
12. Safety End Treatments	20 EA	@	\$1,000.00 =	\$20,000.00
13. Driveway / ROW Repairs	Lump Sum	@	\$10,000.00 =	\$10,000.00
14. Traffic Control	Lump Sum	@	\$10,000.00 =	\$10,000.00
15. Pump Station	1 EA	@	\$225,000.00 =	\$225,000.00

Subtotal Drainage	:	\$561,500.00
Engineering Fee	:	\$58,957.50
Material Testing Fee (2%)	:	\$11,230.00
Contingency (15%)	:	\$84,225.00
R.O.W. Acquisition	:	\$50,000.00
Total Preliminary Cost	:	\$765,912.50

HIDALGO COUNTY
Professional Engineering Services
Contract # C08-505-01-20
(Drainage Improvements Projects)
Work Authorization Form

WORK AUTHORIZATION NO. 2

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **JAVIER HINOJOSA ENGINEERING** professional engineers of **MCALLEN**, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide **Engineering Services** required for the preparation of the plans, specifications and construction staking for the drainage improvements within **Prairie View Heights Subdivision Phase I**.

The scope of services to be provided by the **Owner** is identified in **EXHIBIT "A" – Scope of Services to be Provided by the Owner** attached hereto.

The scope of services to be provided by the **Engineer** is identified in **EXHIBIT "B" – Scope of Services to be Provided by the Engineer** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is **\$71,725.50**. This amount is based upon the costs outlined in the **Estimated Cost Proposal** attached hereto as **EXHIBIT "D"**.

PART 3. PAYMENT

Compensation and payment to the **Engineer** for the services established under this Work Authorization shall be made in accordance with Article/Part/Section _____ of the Agreement.

PART 4. FUNDING

This Work Authorization No. **2** shall be funded through funding source:

Account No. 9-1339-431-00-133-073-0-733

Requisition Number _____ (MUST BE INCLUDED AFTER CC APPROVAL)

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization or _____.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct No.3 Commissioner **Joe M. Flores** as to content and detail of this Work Authorization No. 2.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO.3:

BY: 

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of _____ day of _____, 2009.

THE ENGINEER:
JAVIER HINOJOSA ENGINEERING

THE OWNER:
HIDALGO COUNTY


By: Javier Hinojosa, P.E, Owner

By: Juan D Salinas III, County Judge
or Presiding Officer

ATTEST:

by: Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Service to be Provided by the Owner
ATTACHMENT "B" - Services to be Provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Cost Proposal

EXHIBIT "D"
Preliminary Cost Estimate
Hidalgo County Precinct No. 3 Drainage Improvements
Prairie View Heights Subdivision Phase I
Prepared By: Javier Hinojosa Engineering

A. Prairie View Heights Subdivision Phase I - 1 3/4 Mile North Abram Road
(Outfall To Goodwin Drain Ditch)

1. 42" RC Pipe	1,500	LF	@	\$75.00	=	\$112,500.00
2. 36" RC Pipe	1,800	LF	@	\$50.00	=	\$90,000.00
3. 30" RC Pipe	800	LF	@	\$45.00	=	\$36,000.00
4. 18" RC Pipe	200	LF	@	\$30.00	=	\$6,000.00
5. Trench Protection	4,100	LF	@	\$4.00	=	\$16,400.00
6. 7' Dia. Manhole	4	EA	@	\$5,000.00	=	\$20,000.00
7. Grate Inlet	6	EA	@	\$4,000.00	=	\$24,000.00
8. 5' Dia. Manhole	2	EA	@	\$4,000.00	=	\$8,000.00
9. Irrigation Canal Crossing	1	EA	@	\$50,000.00	=	\$50,000.00
10. Repair Pavement	3,500	LF	@	\$60.00	=	\$210,000.00
11. Waterline Adjustments	6	EA	@	\$5,000.00	=	\$30,000.00
12. Water Service Adjustments	25	EA	@	\$300.00	=	\$7,500.00
13. Irrigation Adjustments	2	EA	@	\$10,000.00	=	\$20,000.00
14. Safety End Treatments	4	EA	@	\$1,000.00	=	\$4,000.00
15. Driveway / ROW Repairs	Lump Sum		@	\$15,000.00	=	\$15,000.00
16. Down Drain	1	EA	@	\$10,000.00	=	\$10,000.00
17. Traffic Control	Lump Sum		@	\$20,000.00	=	\$20,000.00
18. Clearing and Cleaning Existing Ditch	370	LF	@	\$10.00	=	\$3,700.00
Subtotal Drainage						: \$683,100.00
Engineering Fee						: \$71,725.50
Material Testing Fee (2%)						: \$13,662.00
Contingency (15%)						: \$102,465.00
Total Preliminary Cost						: \$870,952.50

AI-15142

20.D.1.

Pct. 4-WA#2-QHA-C-08-433-11-04

CC REGULAR

Date: 04/28/2009

Submitted By: Letty Saenz, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department

Purchasing only: Prct. 4

Information

CAPTION

Presentation for consideration, discussion, acceptance and approval of Work Authorizations No. 2 in the amounts of \$ 3,200.00 from Quintanilla, Headley & Associates, Inc. for surveying services for "PAVED/UN-PAVED COUNTY ROADS PROJECTS" (on an as needed basis)" within Hidalgo County Pct. No. 4, in connection with Contract No. C-08-433-11-04 for (Cesar Chavez Road North and South of Mile 19 North Road).

BACKGROUND

Work Authorizatón No. 2-QHA-C-08-433-11-04

Fiscal Impact

FISCAL YEAR: 2009

ACCT. #: 9-1204-431-00-124-007-0-731

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding available as of 4/24/09.

Attachments

Link: 15142 WA#2

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/22/2009 04:09 PM	APRV
2	Budget & Management	Veronica Lopez	04/23/2009 07:44 AM	APRV
3	Manuel Chapa	Manuel Chapa	04/24/2009 11:42 AM	APRV
4	Auditor's Office		04/24/2009 05:37 PM	NEW

Form Started By: Letty Saenz
Started On: 04/22/2009 01:21 PM
Final Approval Date: 04/24/2009

HIDALGO COUNTY

Professional Surveying Services

Contract # C-08-433-11-04

Work Authorization Form

WORK AUTHORIZATION No. 2

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of the Service Contract made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **Quintanilla, Headley and Associates, Inc.**, professional surveyor of Edinburg, Texas, hereinafter called "**Surveyor**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Surveyor** to provide surveying for: **Cesar Chavez Road north and south of Mile 19 North Road.**

The scope of services to be provided by the **Surveyor** is identified in **ATTACHMENT "B" – Scope of Services to be Provided by the Surveyor** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is \$ **3,200.00**. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **ATTACHMENT "E"**.

PART 3. PAYMENT

Compensation and payment to the Surveyor for the services established under this Work Authorization shall be made in accordance with **Article/Part/Section 6** of the Agreement.

PART 4. FUNDING

This Work Authorization No.1 shall be funded through funding source:

Account No. **9-1204-431-00-124-007-0-731**

Requisition Number _____ (MUST BE INCLUDED AFTER CC APPROVAL)

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate **upon completion of scope of the work .**

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by **Hidalgo County Precinct No. 4, Commissioner Oscar L. Garza, Jr.** as to content and detail of this **Work Authorization No. 2.**

**HIDALGO COUNTY
COMMISSIONER PRECINCT No.4**

BY: _____
Oscar L. Garza, Jr., County Commissioner

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of _____ day of _____, 2009.

THE SURVEYOR:
Quintanilla, Headley & Associates, Inc.

THE OWNER:
Hidalgo County

Alfonso Quintanilla, R.P.L.S.

Juan D. Salinas, County Judge

ATTEST:

By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" -	Service to be Provided by the Owner
ATTACHMENT "B" -	Service to be Provided by the Surveyor
ATTACHMENT "C" -	Work Schedule
ATTACHMENT "D" -	Surveying Hourly Rates
ATTACHMENT "E" -	Fee Breakdown Schedule

ATTACHMENT "A"

SCOPE OF SERVICES TO BE PROVIDED BY THE OWNER

**Hidalgo County Precinct No. 4
Paved/Unpaved County Roads
Surveying
Contract No. 08-433-11-44**

**Work Authorization No.2
Cesar Chavez Road**

GENERAL

The Owner will provide to the Surveyor the following:

1. Provide the authorization to proceed with services
 2. Payment for work performed by the Surveyor and accepted by the Owner in accordance with Article 6 of this Agreement.
 3. Assistance to the Surveyor, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Surveyor cannot easily obtain.
 4. Provide any available relevant data the Owner may have on file concerning the project.
-

ATTACHMENT "B"

SCOPE OF SERVICES TO BE PROVIDED BY THE SURVEYOR

**Hidalgo County Precinct No. 4
Paved/Unpaved County Roads
Surveying
Contract No. C-08-433-11-04**

**Work Authorization No. 2
Cesar Chavez Road**

1. Topography to establish centerlines, right of ways, locates all structures within the existing right of ways.
 2. Prepare right of way layout
-

ATTACHMENT "C"

WORK SCHEDULE

**Hidalgo County Precinct No. 4
Paved/Unpaved County Roads
Surveying Contract No. C-08-433-11-04**

**Work Authorization No.2
Cesar Chavez Road**

The Surveyor shall provide the deliverables for this work Authorization as follows:

- Field Surveying-within 1 week from the date of the notice to proceed.

ATTACHMENT "D"
SURVEYOR'S HOURLY RATES

Hidalgo County Precinct No. 4
Paved/Unpaved County Roads
Surveying
Contract No. C-08-433-11-04

Work Authorization No.2
Cesar Chavez Road

1. Registered Professional Engineer	\$ 150.00
2. Registered Professional Land Surveyor	\$ 150.00
3. Three Man Survey Crew	\$ 125.00
4. Computer Technician	\$ 85.00
5. Administrative	\$ 60.00
6. Research	\$ 50.00

ATTACHMENT "E"

FEE BREAKDOWN SCHEDULE

**Hidalgo County Precinct No. 4
Paved/Unpaved County Roads
Surveying
Contract No. 08-433-11-04**

**Work Authorization No.2
Cesar Chavez Road**

Surveying Fee: \$ 3,200.00

AI-15189

20.E.1.

**Request to Submit New Account Application
CC REGULAR**

Date: 04/28/2009
Submitted By: Marty Salazar, PURCHASING DEPT.
Submitted For: Valde Guerra-Executive Office/IT
Department: PURCHASING DEPT.

Agenda Category: Purchasing Department **Purchasing only:** IT Department

Information

CAPTION

A. Requesting approval to complete and submit a New Account Application (as required through vendor-GraybaR) for the purchase of IT related technology equipment, software & supplies (used by IT Techs.) with authority for County Judge or Court member to execute document;

B. Authority to purchase IT related technology equipment, software & supplies through GraybaR, awarded vendor through the County's membership/participation with TASB's Buyboard contract#255-06 with said authority for purchase through 12-31-09;

BACKGROUND

Fiscal Impact

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

2009-1100-415-00-200-001-601

2009-1100-415-00-200-001-671

Attachments

Link: [GraybaR-Application](#)

Link: [GraybaR-Vendor contract Info](#)

Link: [GraybaR-Terms and Conditions Of Sale](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	04/24/2009 04:44 PM	APRV
2	Budget & Management		04/24/2009 05:37 PM	NEW
Form Started By: Marty Salazar			Started On: 04/24/2009 11:30 AM	
Final Approval Date: 04/24/2009				



NEW ACCOUNT APPLICATION

1402 Laredo St.
Corpus Christi, TX 78401
Phone (361) 886-4100 Fax (361) 886-4199

BILLING INFORMATION

BUSINESS NAME: Hidalgo County Information Tech. Dept. (APPLICANT) PHONE: 956-292-7010
STREET ADDRESS: 100 e. Cano 4th Floor P.O. Box 207 FAX: 956-318-2152
CITY, STATE & ZIP: Edinburg TX 78539
PAY TAX: ☐ YES ☒ NO—MUST SUBMIT TAX CERTIFICATE

REQUESTED CREDIT LINE: _____ (IF OVER \$5,000.00, ATTACH CURRENT FINANCIAL STATEMENT)

GENERAL INFORMATION

BUSINESS START DATE: _____ NO. OF EMPLOYEES: _____
TYPE OF BUSINESS: State & Local Government
ACCOUNTS PAYABLE CONTACT: Edna Kirby E-MAIL ADDRESS: edna.kirby@co.hidalgo.tx.us
PRIMARY MATERIAL PURCHASED ☒ ELECTRICAL ☒ COMM./DATA

OWNERS/PRINCIPALS

NAME: Hidalgo County TITLE: _____ SOCIAL SECURITY #: _____
HOME ADDRESS: P.O. Box 207 Edinburg TX 78539 PHONE #: 956-292-7010
NAME: _____ TITLE: _____ SOCIAL SECURITY #: _____
HOME ADDRESS: _____ PHONE #: _____

REFERENCES

NAME	CITY & STATE	PHONE	ACCT. #

AGREED TERMS OF SALE

ALL DISCOUNTABLE INVOICES ARE SUBJECT TO CASH DISCOUNT IF PAID BY THE 10TH OF THE MONTH FOLLOWING BILLING DATE. APPLICANT UNDERSTANDS ALL INVOICES ARE DUE NET ON THE 15TH OF THE MONTH FOLLOWING BILLING. APPLICANT AGREES, AS A CONDITION OF THE SALES AGREEMENT, THAT GRAYBAR MAY ADD A MONTHLY SERVICE CHARGE OF THE LESSER OF 1 1/2% OR THE MAXIMUM PERMITTED BY LAW TO ALL ACCOUNTS UNPAID WITHIN 30 DAYS AFTER DUE DATE.

APPLICANT AGREES AND UNDERSTANDS PAYMENT OF ALL GRAYBAR INVOICES WILL BE MADE AT A LOCATION OF GRAYBAR'S CHOOSING. APPLICANT FURTHER UNDERSTANDS THAT VENUE FOR ANY LAWSUIT BY GRAYBAR WILL BE IN DALLAS COUNTY, TEXAS.

APPLICANT AND ANY GUARANTOR UNDERSTAND AND AGREE TO MEET GRAYBAR'S TERMS OF SALE IN RETURN FOR GRAYBAR TO EXTEND CREDIT TO APPLICANT. IN DEFAULT, APPLICANT AGREES TO PAY ASSESSED SERVICE CHARGES AND COLLECTION AGENCY FEES. A GUARANTOR ALSO AGREES ABSOLUTELY AND UNCONDITIONALLY TO PERSONALLY GUARANTEE PROMPT AND FULL PAYMENT OF ALL THE OBLIGATIONS OF THE APPLICANT AS WELL AS TO PAY ASSESSED SERVICE CHARGES, REASONABLE ATTORNEY FEES AND COLLECTION AGENCY FEES IN THE EVENT OF DEFAULT.

I/WE AUTHORIZE GRAYBAR OR ITS AGENTS TO INVESTIGATE APPLICANT'S AND GUARANTOR'S FINANCIAL RESPONSIBILITY AND CREDIT WORTHINESS.

GRAYBAR'S STANDARD TERMS AND CONDITIONS OF SALE, A COPY OF WHICH WILL BE PROVIDED UPON REQUEST, SHALL APPLY TO ALL PURCHASES, INCLUDING, BUT NOT LIMITED TO:

1) WARRANTIES - ALL GOODS SOLD ARE FREE OF ANY SECURITY INTEREST AND SELLER WILL MAKE AVAILABLE TO BUYER ALL TRANSFERABLE WARRANTIES MADE TO SELLER BY THE MANUFACTURER OF THE GOODS. SELLER MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, AND SPECIFICALLY MAKES NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PURPOSE; AND 2) LIMITATION OF LIABILITY - IN NO CASE SHALL SELLER BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

BY _____
SIGNATURE (TITLE) _____
DATE: _____

SIGNATURE (NO TITLE) GUARANTOR
DATE: _____

BY _____
SIGNATURE (TITLE) _____
DATE: _____

SIGNATURE (NO TITLE) GUARANTOR
DATE: _____

REVIEWED BY _____
OFFICE OF EXECUTIVE OFFICER

Vendor Contract Information

Proposal Documents

[Back](#)**Vendor:** Graybar**Address:** 4601 Cambridge Road
Fort Worth, TX 76155**Phone:** (817) 213-1225**Contact:** Mona Barnica**Email:** mona.barnica@graybar.com**Website:** www.graybar.com**Federal ID:** 13-0794380**Accepts RFQs:** Yes**Contract:** Technology Equipment, Software & Supplies #255-06**Effective Date:** 11/1/2006**Expiration Date:** 10/31/2009**Payment Terms:** Net 30 days**Delivery Days:** 10**Shipping Terms:** Free Shipping**Freight Terms:** FOB Destination**Ship Via:** Common Carrier**Regions Served:** All Texas Regions**States Served:** All States**Additional Information:** Returns must have valid RMA.[\[Log Out \]](#)©1996 - 2009 TASB
ALL RIGHTS RESERVED



**Graybar Electric Company, Inc.'s
TERMS AND CONDITIONS OF SALE**

1. **ACCEPTANCE OF ORDER; TERMINATION** - Acceptance of any order is subject to credit approval and acceptance of order by Seller and, when applicable, Seller's suppliers. If Buyer's credit becomes unsatisfactory to Seller, Seller reserves the right to terminate upon notice to Buyer and without liability to Seller.
2. **PRICES AND SHIPMENTS** - Unless otherwise quoted, prices shall be those in effect at time of shipment which shall be made F.O.B. shipping point, prepaid and bill.
3. **RETURN OF GOODS** - Credit will be allowed for goods returned with prior approval. A deduction will be made from credits issued to cover cost of handling.
4. **TAXES** - Prices shown do not include sales or other taxes imposed on the sale of goods. Taxes now or hereafter imposed upon sales or shipments will be added to the purchase price. Buyer agrees to reimburse Seller for any such tax or provide Seller with acceptable tax exemption certificate.
5. **DELAY IN DELIVERY** - Seller is not to be accountable for delays in delivery occasioned by acts of God, failure of its suppliers to ship or deliver on time, or other circumstances beyond Seller's reasonable control. Factory shipment or delivery dates are the best estimates of our suppliers, and in no case shall Seller be liable for any consequential or special damages arising from any delay in shipment or delivery.
6. **WARRANTIES** - Seller warrants that all goods sold are free of any security interest and will make available to Buyer all transferable warranties made to Seller by the manufacturer of the goods. SELLER MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, AND SPECIFICALLY MAKES NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PURPOSE. UNLESS OTHERWISE AGREED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF SELLER, PRODUCTS SOLD HEREUNDER ARE NOT INTENDED FOR USE IN OR IN CONNECTION WITH A NUCLEAR FACILITY.
7. **LIMITATION OF LIABILITY** - Buyer's remedies under this contract are subject to any limitations contained in manufacturer's terms and conditions to Seller, a copy of which will be furnished upon written request. Furthermore, Seller's liability shall be limited to either repair or replacement of the goods or refund of the purchase price, all at Seller's option, and in no case shall Seller be liable for special or consequential damages. In addition, claims for shortages, other than loss in transit, must be made in writing not more than five (5) days after receipt of shipment.

8. **WAIVER** - The failure of Seller to insist upon the performance of any of the terms or conditions of this contract or to exercise any right hereunder shall not be deemed to be a waiver of such terms, conditions or rights in the future, nor shall it be deemed to be a waiver of any other term, condition, or right under this contract.
9. **MODIFICATION OF TERMS AND CONDITIONS** - No terms and conditions other than those stated herein, and no agreement or understanding, in any way purporting to modify these terms or conditions, shall be binding on Seller without the Seller's written consent. Any additional or different terms in the Buyer's form are hereby deemed to be material alterations and notice of objection to them and rejection of them is hereby given.
10. **REELS** When the Seller ships returnable reels, a reel deposit will be included in the invoice. The Buyer should contact the nearest Graybar service location to return reels.
11. **CERTIFICATION** — We hereby certify that these goods were produced in compliance with all applicable requirements of sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under section 14 thereof.
12. **PAYMENT TERMS** — Payment terms shall be as stated on our invoice or as otherwise mutually agreed. As a condition of the sales agreement, a monthly service charge of the lesser of 1-1/2% or the maximum permitted by law may be added to all accounts not paid by net due date. Visa, MasterCard, American Express, and Discover credit cards are accepted at point of purchase only.

GRAYBAR ELECTRIC COMPANY, INC.



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TERMS AND CONDITIONS OF SALE**

1. **ACCEPTANCE OF ORDER; TERMINATION** - Acceptance of any order is subject to credit approval and acceptance of order by Seller and, when applicable, Seller's suppliers. If Buyer's credit becomes unsatisfactory to Seller, Seller reserves the right to terminate upon notice to Buyer and without liability to Seller.
2. **PRICES AND SHIPMENTS** - Unless otherwise quoted, prices shall be those in effect at time of shipment which shall be made F.O.B. shipping point, prepaid and bill.
3. **RETURN OF GOODS** - Credit will be allowed for goods returned with prior approval. A deduction will be made from credits issued to cover cost of handling.
4. **TAXES** - Prices shown do not include sales or other taxes imposed on the sale of goods. Taxes now or hereafter imposed upon sales or shipments will be added to the purchase price. Buyer agrees to reimburse Seller for any such tax or provide Seller with acceptable tax exemption certificate.
5. **DELAY IN DELIVERY** - Seller is not to be accountable for delays in delivery occasioned by acts of God, failure of its suppliers to ship or deliver on time, or other circumstances beyond Seller's reasonable control. Factory shipment or delivery dates are the best estimates of our suppliers, and in no case shall Seller be liable for any consequential or special damages arising from any delay in shipment or delivery.
6. **WARRANTIES** - Seller warrants that all goods sold are free of any security interest and will make available to Buyer all transferable warranties made to Seller by the manufacturer of the goods. SELLER MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, AND SPECIFICALLY MAKES NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PURPOSE. UNLESS OTHERWISE AGREED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF SELLER, PRODUCTS SOLD HEREUNDER ARE NOT INTENDED FOR USE IN OR IN CONNECTION WITH A NUCLEAR FACILITY.
7. **LIMITATION OF LIABILITY** - Buyer's remedies under this contract are subject to any limitations contained in manufacturer's terms and conditions to Seller, a copy of which will be furnished upon written request. Furthermore, Seller's liability shall be limited to either repair or replacement of the goods or refund of the purchase price, all at Seller's option, and in no case shall Seller be liable for special or consequential damages. In addition, claims for shortages, other than loss in transit, must be made in writing not more than five (5) days after receipt of shipment.

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9. **MODIFICATION OF TERMS AND CONDITIONS** - No terms and conditions other than those stated herein, and no agreement or understanding, in any way purporting to modify these terms or conditions, shall be binding on Seller without the Seller's written consent. Any additional or different terms in the Buyer's form are hereby deemed to be material alterations and notice of objection to them and rejection of them is hereby given.
10. **REELS** When the Seller ships returnable reels, a reel deposit will be included in the invoice. The Buyer should contact the nearest Graybar service location to return reels.
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GRAYBAR ELECTRIC COMPANY, INC.