

AI-15334

6.D.

**SWEPI LP V. RAILROAD COMMISSION  
CC REGULAR**

**Date:** 05/12/2009  
**Submitted By:** Angela Garcia, BUDGET & MANAGEMENT  
**Department:** BUDGET & MANAGEMENT  
**Agenda Category:** Closed Session

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**Information**

**CAPTION**

SWEPI, LP v. Railroad Commission of Texas

**BACKGROUND**

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**Fiscal Impact**

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**Attachments**

*No file(s) attached.*

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**Form Routing/Status**

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Budget & Management	Veronica Lopez	05/06/2009 11:45 AM	APRV
2	Auditor's Office	Becky Morales	05/08/2009 11:41 AM	APRV
3	Purchasing Department	Marty Salazar	05/08/2009 05:05 PM	APRV

Form Started By: Angela Garcia  
Started On: 05/06/2009 10:57 AM  
Final Approval Date: 05/08/2009

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AI-15342

6.E.

Claim of Jose M. Coronado

CC REGULAR

**Date:** 05/12/2009  
**Submitted By:** Aida Alvarez, SAFETY DIVISION  
**Submitted For:** Valde Guerra  
**Department:** SAFETY DIVISION  
**Agenda Category:** Closed Session

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**Information**

**CAPTION**

Claim of Jose M. Coronado

**BACKGROUND**

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**Fiscal Impact**

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**Attachments**

*No file(s) attached.*

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**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/06/2009 02:22 PM	APRV
2	Auditor's Office	Becky Morales	05/08/2009 11:42 AM	APRV
3	Purchasing Department	Marty Salazar	05/08/2009 01:54 PM	APRV

Form Started By: Aida Alvarez  
Started On: 05/06/2009 02:10 PM

Final Approval Date: 05/08/2009

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AI-15377

6.F.

Claim of Yesenia Garcia

CC REGULAR

**Date:** 05/12/2009  
**Submitted By:** Aida Alvarez, SAFETY DIVISION  
**Submitted For:** Valde Guerra  
**Department:** SAFETY DIVISION  
**Agenda Category:** Closed Session

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**Information**

**CAPTION**

Claim of Yesenia Garcia

**BACKGROUND**

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**Fiscal Impact**

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**Attachments**

*No file(s) attached.*

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**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/07/2009 01:37 PM	APRV
2	Auditor's Office	Becky Morales	05/08/2009 11:42 AM	APRV
3	Purchasing Department	Marty Salazar	05/08/2009 01:54 PM	APRV

Form Started By: Aida Alvarez  
Started On: 05/07/2009 09:52 AM

Final Approval Date: 05/08/2009

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AI-15351

6.G.

C-1173-09-E; Adrian Luna vs. County of Hidalgo

CC REGULAR

**Date:** 05/12/2009

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

**Department:** COMMISSIONERS' COURT EXEC. OFFICE

**Agenda Category:** Closed Session

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**Information**

**CAPTION**

C-1173-09-E; Adrian Luna vs. County of Hidalgo

**BACKGROUND**

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**Fiscal Impact**

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**Attachments**

*No file(s) attached.*

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**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/06/2009 03:09 PM	APRV
2	Auditor's Office	Becky Morales	05/08/2009 11:44 AM	APRV
3	Purchasing Department		05/08/2009 01:54 PM	NEW

Form Started By: Monica Badillo  
Started On: 05/06/2009 03:08 PM

Final Approval Date: 05/08/2009

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AI-15333

7.D.

**SWEPI, LP V. RAILROAD COMM.  
CC REGULAR**

**Date:** 05/12/2009  
**Submitted By:** Angela Garcia, BUDGET & MANAGEMENT  
**Department:** BUDGET & MANAGEMENT  
**Agenda Category:** Open Session

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**Information**

**CAPTION**

SWEPI, LP v. Railroad Commission of Texas

**BACKGROUND**

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**Fiscal Impact**

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**Attachments**

*No file(s) attached.*

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**Form Routing/Status**

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Budget & Management	Veronica Lopez	05/06/2009 11:45 AM	APRV
2	Auditor's Office	Becky Morales	05/08/2009 11:41 AM	APRV
3	Purchasing Department	Marty Salazar	05/08/2009 05:05 PM	APRV

Form Started By: Angela Garcia  
Started On: 05/06/2009 10:53 AM  
Final Approval Date: 05/08/2009

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AI-15343

7.E.

**Claim of Jose M. Coronado  
CC REGULAR**

**Date:** 05/12/2009  
**Submitted By:** Aida Alvarez, SAFETY DIVISION  
**Submitted For:** Valde Guerra  
**Department:** SAFETY DIVISION  
**Agenda Category:** Open Session

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**Information**

**CAPTION**

Claim of Jose M. Coronado

**BACKGROUND**

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**Fiscal Impact**

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**Attachments**

*No file(s) attached.*

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**Form Routing/Status**

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Budget & Management	Veronica Lopez	05/06/2009 02:22 PM	APRV
2	Auditor's Office	Becky Morales	05/08/2009 11:42 AM	APRV
3	Purchasing Department	Marty Salazar	05/08/2009 01:54 PM	APRV

Form Started By: Aida Alvarez  
Started On: 05/06/2009 02:12 PM

Final Approval Date: 05/08/2009

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AI-15378

7.F.

Claim of Yesenia Garcia

CC REGULAR

**Date:** 05/12/2009  
**Submitted By:** Aida Alvarez, SAFETY DIVISION  
**Submitted For:** Valde Guerra  
**Department:** SAFETY DIVISION  
**Agenda Category:** Open Session

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**Information**

**CAPTION**

Claim of Yesenia Garcia

**BACKGROUND**

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**Fiscal Impact**

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**Attachments**

*No file(s) attached.*

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**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/07/2009 01:40 PM	APRV
2	Auditor's Office	Becky Morales	05/08/2009 11:42 AM	APRV
3	Purchasing Department	Marty Salazar	05/08/2009 01:54 PM	APRV

Form Started By: Aida Alvarez  
Started On: 05/07/2009 09:54 AM

Final Approval Date: 05/08/2009

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AI-15352

7.G.

C-1173-09-E; Adrian Luna vs. County of Hidalgo

CC REGULAR

**Date:** 05/12/2009

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

**Department:** COMMISSIONERS' COURT EXEC. OFFICE

**Agenda Category:** Open Session

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**Information**

**CAPTION**

C-1173-09-E; Adrian Luna vs. County of Hidalgo

**BACKGROUND**

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**Fiscal Impact**

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**Attachments**

*No file(s) attached.*

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**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/06/2009 03:09 PM	APRV
2	Auditor's Office	Becky Morales	05/08/2009 11:44 AM	APRV
3	Purchasing Department	Marty Salazar	05/08/2009 01:54 PM	APRV

Form Started By: Monica Badillo

Started On: 05/06/2009 03:08 PM

Final Approval Date: 05/08/2009

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AI-15394

10.B.

**County Court Judges pay raises  
CC REGULAR**

**Date:** 05/12/2009  
**Submitted By:** Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE  
**Department:** COMMISSIONERS' COURT EXEC. OFFICE  
**Agenda Category:** Comm. Court Executive Office

**Information**

**CAPTION**

Discussion and possible action regarding salary increases of the County Court at Law Judges

**BACKGROUND**

**Fiscal Impact**

**Attachments**

Link: [letter](#)

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/07/2009 03:16 PM	APRV
2	Rosalinda Cantu	Rosie Cantu	05/08/2009 05:02 PM	APRV
3	Auditor's Office		05/08/2009 05:25 PM	NEW

Form Started By: Monica Badillo

Started On: 05/07/2009 03:04 PM

Final Approval Date: 05/08/2009

# FEDERICO (FRED) GARZA, JR.

JUDGE, COUNTY COURT AT LAW NO. 4  
HIDALGO COUNTY COURTHOUSE  
100 N. Clossner, 3rd Floor  
EDINBURG, TEXAS 78539  
(956) 318-2390



Aida Ramirez  
COURT ADMINISTRATOR / BAILIFF / INTERPRETER

Rachael Segura  
COURT COORDINATOR

Maria E. Amador  
OFFICIAL COURT REPORTER

Jessica L. Ramirez  
ASSISTANT COURT COORDINATOR

May 6, 2009

Hon. J.D. Salinas  
Hidalgo County Judge  
100 E. Cano, 2<sup>nd</sup> Floor  
Edinburg, Texas 78539

Dear Judge Salinas:

We, the county court-at-law judges of Hidalgo County, hereby respectfully request that you reconsider the issue of the pay raise that was voted for us in last year's budget. We kindly request that this matter be placed as an agenda item for the following Commissioner's Court meeting.

Thank you for your prompt attention with this matter.

Judge Federico (Fred) Garza, Jr.  
Judge County Court at Law 4

Judge Rodolfo (Rudy) Gonzalez  
Judge County Court at Law 1

Judge Jaime (Jay) Palacios  
Judge County Court at Law 2

Judge Arnoldo Cantu  
Judge County Court at Law 5

Judge Albert Garcia  
Judge County Court at Law 6

Judge Homer Garza  
Judge County Court at Law

  
Probate Court

AI-15392

10.C.

**457 Plan withdrawals**

**CC REGULAR**

**Date:** 05/12/2009

**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 #019135, 132446, 099406 & 089095

**BACKGROUND**

**Fiscal Impact**

**Attachments**

Link: [forms](#)

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/07/2009 03:15 PM	APRV
2	Veronica Lopez	Veronica Lopez	05/07/2009 04:11 PM	APRV
3	Auditor's Office	Becky Morales	05/08/2009 11:45 AM	APRV
4	Purchasing Department	Marty Salazar	05/08/2009 01:54 PM	APRV

Form Started By: Monica Badillo

Started On: 05/07/2009 02:56 PM

Final Approval Date: 05/08/2009

#019135

# SIMPKINS & ASSOCIATES HARDSHIP REQUEST NOTIFICATION

457 Savings Plan

Inc.

Texas, Tx. 78576

Daytime Phone No. (956) 205-7000

### SECTION I - Hardship

I understand that the amount of the withdrawal is not for distributions, other than a distribution to me under the Plan,

but is due to financial hardship only to the extent that the amount of the withdrawal is necessary for my or my dependent's heavy financial need. I represent that I have obtained all other non-taxable loans currently available to me by the Company. I understand that this withdrawal will be taxable as ordinary income in the calendar year in which I receive it. In addition, a 10% penalty tax will apply unless I am at least 69-1/2 years of age or I use the funds withdrawn to pay certain deductible medical expenses as provided by law.

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

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

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

Hardship Requested \$ \_\_\_\_\_ Year-to-date deferrals \_\_\_\_\_

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

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

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

PARTICIPANT SIGNATURE X Dominic Villareal Date 5-7-09

### 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

#132446

# SIMPKINS & ASSOCIATES HARDSHIP REQUEST NOTIFICATION

7 Savings Plan

on, Tx. 78572

Daytime Phone No. (956) 205-7000

Social Security

### SECTION I

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

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

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

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

Hardship Requested \$ \_\_\_\_\_ Year-to-date deferrals \_\_\_\_\_

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

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

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

PARTICIPANT SIGNATURE X *Luis A. Mendoza* Date \_\_\_\_\_

### SECTION II - Authorized Plan Representative

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

AUTHORIZED PLAN REPRESENTATIVE X Date \_\_\_\_\_

### SECTION III - Distribution Procedure

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

Fax request to:  
Simpkins & Associates  
(972) 880-7133

#099406

# SIMPKINS & ASSOCIATES HARDSHIP REQUEST NOTIFICATION

457 Savings Plan

nos Tx. 78565

Daytime Phone No. (956) 205-7000

### SECTION I - H

I understand that the withdrawal is for distributions, other than a loan, to me under the Plan.

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

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

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

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

Hardship Requested \$ \_\_\_\_\_ Year-to-date deferrals \_\_\_\_\_

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

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

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

PARTICIPANT SIGNATURE X *[Signature]* Date \_\_\_\_\_

### SECTION II - Authorized Plan Representative

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

AUTHORIZED PLAN REPRESENTATIVE X \_\_\_\_\_ Date \_\_\_\_\_

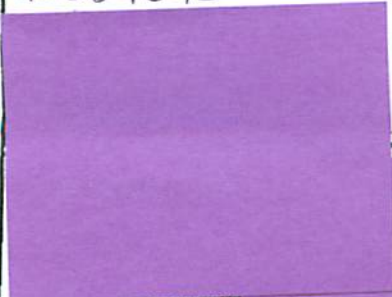
### SECTION III - Distribution Procedure

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

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

#089095

# SIMPKINS & ASSOCIATES HARDSHIP REQUEST NOTIFICATION



ings Plan

Mission Texas 78574

Daytime Phone No. (956) 205-7000

### SECTION I - Hardship

I understand that this withdrawal is not a loan, and that distributions, other than rollovers, are taxable to me under the Plan, unless I am at least 59-1/2 years of age or I use the funds withdrawn to pay certain deductible medical expenses as provided by law.

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

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

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

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

Hardship Requested \$ \_\_\_\_\_ Year-to-date deferrals \_\_\_\_\_

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

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

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

PARTICIPANT SIGNATURE **X** Norma Cobles Date 5/8/09

### 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) 880-7133

AI-15412

10.D.

**Request from private business owner to excavate parking lot to repair sewer line**

**CC REGULAR**

**Date:** 05/12/2009  
**Submitted By:** Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE  
**Department:** COMMISSIONERS' COURT EXEC. OFFICE  
**Agenda Category:** Comm. Court Executive Office

**Information**

**CAPTION**

Discussion and action on a request from private business property owner to access county property (parking lot on Canton and Closner) in order to excavate/repair property owner's sewage line located on county parking lot and to restore county property to original condition once repairs are completed.

**BACKGROUND**

Fiesta Food Stores property located on the corner of Closner & Canton, Edinburg, Texas

J.R. Trevino

**Fiscal Impact**

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

**BUDGETARY IMPACT:**

No fiscal impact; private business owner requesting permission to excavate will pay for the restoration of paving and leave in working condition.

**Attachments**

Link: [email](#)

**Form Routing/Status**

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Budget & Management	Veronica Lopez	05/08/2009 03:57 PM	APRV
2	Ivan Cantu	Ivan Cantu	05/08/2009 04:19 PM	APRV
3	Auditor's Office		05/08/2009 05:25 PM	NEW
Form Started By: Monica Badillo			Started On: 05/08/2009 03:38 PM	
Final Approval Date: 05/08/2009				

**Monica Badillo**

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**From:** Monica Badillo [monica.badillo@co.hidalgo.tx.us]  
**Sent:** Friday, May 08, 2009 3:40 PM  
**To:** 'antonio.mendoza@da.co.hidalgo.tx.us'  
**Cc:** 'Valde Guerra'; 'roy.quintanilha@co.hidalgo.tx.us'; 'Daniel Flores'; 'martha.salazar@co.hidalgo.tx.us'  
**Subject:** FW: Fiesta Food Store Sewer Line

Good afternoon,

Please review and advise regarding the following: : “Discussion and action on a request from property owner to access county property to excavate/repair sewage line located on county parking lot and to restore county property to original condition”

I am placing this on the agenda for 5/12/09. Would we need a written agreement or what documentation does he need to provide to us?

Please advise.

Thank you,

*Monica Badillo, Court Administrator  
County of Hidalgo  
2818 S. Bus. Hwy. 281  
Edinburg, Texas 78539  
(956) 292-7025 ext. 5404  
(956) 292-7034 (fax)*

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**From:** Daniel Flores [mailto:daniel.flores@co.hidalgo.tx.us]  
**Sent:** Friday, May 08, 2009 2:36 PM  
**To:** 'Monica Badillo'  
**Subject:** RE: Fiesta Food Store Sewer Line

[Look at the original form they modified it.](#)

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**From:** Monica Badillo [mailto:monica.badillo@co.hidalgo.tx.us]  
**Sent:** Friday, May 08, 2009 2:32 PM  
**To:** 'Daniel Flores'  
**Subject:** RE: Fiesta Food Store Sewer Line

Daniel where is the memo?

It wasn't attached.

*Monica Badillo, Court Administrator  
County of Hidalgo  
2818 S. Bus. Hwy. 281  
Edinburg, Texas 78539  
(956) 292-7025 ext. 5404  
(956) 292-7034 (fax)*

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**From:** Daniel Flores [mailto:daniel.flores@co.hidalgo.tx.us]

5/8/2009

**Sent:** Thursday, May 07, 2009 4:29 PM  
**To:** Monica Badillo  
**Subject:** FW: Fiesta Food Store Sewer Line

They modified the original request. Please see memo.

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**From:** prisciliano trevino [mailto:jrbuckspizza@yahoo.com]  
**Sent:** Thursday, May 07, 2009 4:24 PM  
**To:** Daniel Flores  
**Cc:** Saul Ortega  
**Subject:** RE: Fiesta Food Store Sewer Line

please see my response in my original memo with the updated information.

--- On **Thu, 5/7/09, Daniel Flores** <daniel.flores@co.hidalgo.tx.us> wrote:  
**From:** Daniel Flores <daniel.flores@co.hidalgo.tx.us>  
**Subject:** RE: Fiesta Food Store Sewer Line  
**To:** jrbuckspizza@yahoo.com  
**Cc:** "Monica Badillo" <monica.badillo@co.hidalgo.tx.us>  
**Date:** Thursday, May 7, 2009, 3:52 PM

Mr. Trevino,

Your request for permission to excavate/repair a sewage line located on County property was received. What is needed is the assurance (in writing) to the County that the parking lot black top will be repaired to its original state once the sewage line work is done.

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**From:** prisciliano trevino [mailto:jrbuckspizza@yahoo.com]  
**Sent:** Wednesday, May 06, 2009 9:41 PM  
**To:** daniel.flores@co.hidalgo.tx.us  
**Subject:** Fiesta Food Store Sewer Line

Dear Mr. Daniel Flores

As per our conversation this afternoon I am sending you this request on behalf of Double O Ent. DBA Fiesta Food Stores concerning a sewer line break that is located in the county parking lot on the corner of Closner & Canton, apparently our sewer line from Fiesta Food Store 2800 S. Closner, runs directly across the countys tax office parking lot. Our plumber has informed us after he surveyed the sewer line with a camera found that the line needs to be repaired about 20' from the store which would mean digging into the asphalt of the parking lot. I am requesting permission from the county to have our plumbing company do the work in order for our sewer line to be in proper working order. **All the work done will be by a licensed plumber with the required city permits and finished including the repaving of the required area that was excavated leaving the parking lot paved and in working condition.** The plumber has marked behind the store where the breakage is.

please respond as soon as posible so we can start on this project.

Thank you

J.R. Trevino  
956-533-3630



Status Report - Efficiency in county Govt. Committee  
CC REGULAR

**Date:** 05/12/2009  
**Submitted By:** Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE  
**Department:** COMMISSIONERS' COURT EXEC. OFFICE  
**Agenda Category:** Comm. Court Executive Office

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**Information**

**CAPTION**

Status report regarding the "Improving accountability, transparency and efficiency in county government" project

**BACKGROUND**

As approved by Comm. Court on 4/28/09

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**Fiscal Impact**

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

No fiscal impact at this time; status report only.

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**Attachments**

*No file(s) attached.*

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**Form Routing/Status**

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Budget & Management	Veronica Lopez	05/08/2009 04:16 PM	APRV
2	Ivan Cantu	Ivan Cantu	05/08/2009 04:59 PM	APRV
3	Auditor's Office		05/08/2009 05:25 PM	NEW

Form Started By: Monica Badillo  
Started On: 05/08/2009 04:11 PM  
Final Approval Date: 05/08/2009

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**Continuation of Cellular Services  
CC REGULAR**

**Date:** 05/12/2009  
**Submitted By:** Belinda Alvarez, EMERGENCY SERVICES DIVISION  
**Submitted For:** Belinda Alvarez  
**Department:** EMERGENCY SERVICES DIVISION  
**Agenda Category:** Emergency Services Division

**Information**

**CAPTION**

Requesting authority to continue cellular services including data cards and emergency Go-Kit with Sprint as well as establish an account between the Division of Emergency Services-Emergency Management and Sprint through the contract with the State of Texas H-GAC-CW-05-02.

**BACKGROUND**

Office of Emergency Management is requesting continuation of cellular services with Sprint for the following:

1. Sprint Cell Phone (956-289-6549) Basic Plan with 2000 minutes, E-mail and Web Plan for A. A. Tony Pena, Jr.  
(CC approved 11/21/06) REQ#154118
2. Sprint Data Cards for the following employees:  
  - A. A. Tony Pena, Jr. (956-225-8947)
  - Brenda Garza (956-207-0934)
  - Mario Betancourt (956-393-0549)
  - Rolando Benavides (956-207-7306)
  - Belinda Alvarez (956-225-8852)
  - Judge J.D. Salinas (956-205-5876) REQ#154116
3. Sprint Emergency Go-Kit. REQ#154215

Note: Kit consists of 30 cell phones and 10 data cards that are only activated during an emergency/disaster. The equipment is placed on a priority list with Sprint during emergencies and provides quick access to communication. Activation fee is required annually and was purchased with approval from Commissioners Court on August 7, 2007.

**Fiscal Impact**

<b><u>FISCAL YEAR:</u></b> 2009	<b><u>ACCT. #:</u></b> 9-1100-429-00-300-023-0-532
<b><u>FUNDS AVAILABLE Y/N?:</u></b> Y/Pending	<b><u>MATCHING FUNDS Y/N?:</u></b>
<b><u>BUDGETARY IMPACT:</u></b>	

1. Available amount in Requisition#154118 is \$742.00 for Sprint Cell Phone.
  2. Available amount in Requisition#154116 is \$3,080.00 for Sprint Data Cards
  3. Available amount in Requisition#154215 is \$3,039.69 for Sprint Go-Kit
- Pending AI-15299 transfer (Consent) for \$4,000.00 to this account.

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**Attachments**

*No file(s) attached.*

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**Form Routing/Status**

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Budget & Management	Veronica Lopez	05/05/2009 08:33 AM	APRV
2	Roland Garcia	Rolando Garcia	05/07/2009 03:32 PM	APRV
3	Auditor's Office		05/08/2009 05:25 PM	NEW
Form Started By: Belinda Alvarez			Started On: 05/04/2009 10:12 AM	
Final Approval Date: 05/08/2009				

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AI-15336

12.B.

**Declaration of Disaster, A-H1N1 Influenza  
CC REGULAR**

**Date:** 05/12/2009  
**Submitted By:** Brenda Garza, COUNTY JUDGE  
**Submitted For:** Juan D. Salinas  
**Department:** COUNTY JUDGE  
**Agenda Category:** Emergency Services Division

**Information**

**CAPTION**

Discussion and action regarding a Declaration of Disaster proclamation for A-H1N1 Influenza, pursuant to Texas Government Code, 418.108.

**BACKGROUND**

**Fiscal Impact**

**Attachments**

Link: [Declaration of Disaster, AH1N1 Influenza](#)

**Form Routing/Status**

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Budget & Management	Veronica Lopez	05/06/2009 01:17 PM	APRV
2	Roland Garcia	Rolando Garcia	05/07/2009 10:35 AM	APRV
3	Auditor's Office	Becky Morales	05/08/2009 03:52 PM	APRV
4	Purchasing Department	Marty Salazar	05/08/2009 05:05 PM	APRV
Form Started By: Brenda Garza			Started On: 05/06/2009 11:40 AM	
Final Approval Date: 05/08/2009				

DECLARATION OF DISASTER

WHEREAS, the County of Hidalgo, as of the 27<sup>th</sup> day of April, 2009, there is imminent threat of widespread or severe illness or loss of life resulting from

A-H1N1 Influenza, also known as Swine Flu

WHEREAS, the County Judge of Hidalgo County has determined that extraordinary measures must be taken to prevent and/or alleviate the suffering of people.

NOW, THEREFORE, BE IT PROCLAIMED BY THE COUNTY JUDGE OF HIDALGO COUNTY:

1. That a local state of disaster is hereby declared for Hidalgo County pursuant to §418.108(a) of the Texas Government Code.
2. Pursuant to §418.108(b) of the Government Code, the state of disaster shall continue for a period of not more than seven (7) days from the date of this declaration unless continued or renewed by the Commissioners Court of Hidalgo County.
3. Pursuant to §418.108(c) of the Government Code, this declaration of a local state of disaster shall be given prompt and general publicity and shall be filed promptly with the County Clerk.
4. Pursuant to §418.108(d) of the Government Code, this declaration of a local state of disaster activates the county emergency management plan.
5. That this proclamation shall take effect immediately from and after its issuance.

ORDERED this the 12<sup>th</sup> day of May, 2009.

\_\_\_\_\_  
J.D. Salinas, III  
Hidalgo County Judge

Attest:

\_\_\_\_\_  
Arturo Guajardo, Jr.  
Hidalgo County Clerk

AI-15344

13.A.

**Appointment of Reserve Deputy Constable- as per Section 86.012  
CC REGULAR**

**Date:** 05/12/2009  
**Submitted By:** Blanca Sanchez, CONSTABLE PCT. #1  
**Submitted For:** Blanca Sanchez  
**Department:** CONSTABLE PCT. #1  
**Agenda Category:** Budget and Management

**Information**

**CAPTION**

Constable Pct. #1:  
Appointment of Reserve Deputy Constable as per Texas Local Government Code Section 86.012.

**BACKGROUND**

George Garrett

**Fiscal Impact**

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

No funding required/ no budgetary impact.

**Attachments**

Link: [Texas Local Government Code Section 86.012](#)

**Form Routing/Status**

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Budget & Management	Veronica Lopez	05/06/2009 03:08 PM	APRV
2	Rosalinda Cantu	Rosie Cantu	05/06/2009 03:40 PM	APRV
3	Auditor's Office		05/08/2009 05:25 PM	PEND
Form Started By: Blanca Sanchez			Started On: 05/06/2009 02:29 PM	
Final Approval Date: 05/08/2009				

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

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

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

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

§ 86.012. RESERVE DEPUTY CONSTABLES. (a) The commissioners court of a county may authorize a constable of the county to appoint reserve deputy constables. The commissioners court may limit the number of reserve deputy constables that a constable may appoint.

(b) A reserve deputy constable serves at the discretion of the constable and may be called into service at any time that the constable considers it necessary to have additional officers to preserve the peace and enforce the law. The constable may authorize a reserve deputy constable who is a peace officer as described by Article 2.12, Code of Criminal Procedure, to carry a weapon or act as a peace officer at all times, regardless of whether the reserve deputy constable is engaged in the actual discharge of official duties, or may limit the authority of the reserve deputy constable to carry a weapon or act as a peace officer to only those times during which the reserve deputy constable is engaged in the actual discharge of official duties. A reserve deputy constable who is not a peace officer as described by Article 2.12, Code of Criminal Procedure, may act as a peace officer only during the actual discharge of official duties. A reserve deputy constable, regardless of whether the reserve deputy constable is a peace officer as described by Article 2.12, Code of Criminal Procedure, is not:

(1) eligible for participation in any program provided by the county that is normally considered a financial benefit of full-time employment or for any pension fund created by statute for the benefit of full-time paid peace officers; or

(2) exempt from Chapter 1702, Occupations Code.

(c) A reserve deputy constable must take the official oath and must execute a bond in the amount of \$2,000, payable to the constable. The oath and bond must be filed with the county clerk of the county in which the appointment is made. The oath and bond must be given before the reserve deputy constable's entry on duty and simultaneously with the officer's appointment.

(d) While actively engaged in an assigned duty at the call of the constable, a reserve deputy constable is vested with the same rights, privileges, and duties of any other peace officer in this state.

(e) The county and the constable do not incur any liability by reason of the appointment of a reserve deputy constable if the reserve deputy constable incurs a personal injury while serving in that capacity.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1999, 76th Leg., ch. 90, § 3, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 1420, § 14.822, eff. Sept. 1, 2001.

#### SUBCHAPTER C. POWERS AND DUTIES

§ 86.021. GENERAL POWERS AND DUTIES. (a) A constable shall execute and return as provided by law each process, warrant, and precept that is directed to the constable and is delivered by a lawful officer. Notices required by Section 24.005, Property Code, relating to eviction actions are process for purposes of this

**Approval of claim/invoice payment to Valley Bottle  
CC REGULAR**

**Date:** 05/12/2009  
**Submitted By:** Angela Garcia, BUDGET & MANAGEMENT  
**Submitted For:** Mary Villegas  
**Department:** BUDGET & MANAGEMENT

**Information**

**CAPTION**

JP 5 PL 1:

Presentation for discussion, consideration, acceptance and approval of claim/invoice with authority for Hidalgo County Treasurer to issue payment to Valley Bottle Water for the following invoices after they have been reviewed, audited, and processing procedures are completed by the Hidalgo County Auditor.

Vendor	Invoice Date	Amount
Valley Bottle Water	12/01/2008	\$3.00
Valley Bottle Water	01/01/2009	\$3.00
Valley Bottle Water	02/01/2009	\$3.00
Valley Bottle Water	03/01/2009	\$3.00
Valley Bottle Water	04/01/2009	\$3.00

**BACKGROUND**

**Fiscal Impact**

**FISCAL YEAR:** 2009                      **ACCT. #:** 9-1100-412-00-069-001-0-442  
**FUNDS AVAILABLE Y/N?:** yes              **MATCHING FUNDS Y/N?:**  
**BUDGETARY IMPACT:**  
 Available funding as of 05/05/09 -\$71.00

**Attachments**

Link: [invoices](#)

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/05/2009 02:45 PM	APRV
2	Rosalinda Cantu	Rosie Cantu	05/06/2009 03:22 PM	APRV
3	Auditor's Office		05/08/2009 05:25 PM	NEW

Form Started By: Angela Garcia                      Started On: 05/05/2009 02:21 PM  
 Final Approval Date: 05/08/2009

I N V O I C E

VALLEY BOTTLE WATER  
1401 S. P. I. D.  
CORPUS CHRISTI, TX 78416

INVOICE 46200150  
DATE 12/01/08

PLEASE REMIT TO THE  
ADDRESS INDICATED

# 39247

HIDALGO CD J.P. PCT5 PL1  
708 E. EDINBURG AVE SUITE B  
ELSA TX 78543

SERIAL NO.	DESCRIPTION	INVOICE AMOUNT
3115	EQUIPMENT RENTAL	3.00
	TOTAL AMOUNT	3.00

*ms*

~~PAID~~  
12-9-08  
~~COMPLETED~~

8-1100412-00-069-001-0-63  
442

INVOICE

VALLEY BOTTLE WATER  
1401 S. P. I. D.  
CORPUS CHRISTI, TX 78416

INVOICE 46300144  
DATE 01/01/09

# 39247

HIDALGO CD J.P. PCTS PL1  
708 E. EDINBURG AVE SUITE B  
ELSA TX 78543

RECEIVED  
JAN 14 09  
MVE 10:02am

PLEASE REMIT TO THE  
ADDRESS INDICATED

SERIAL NO.	DESCRIPTION	INVOICE AMOUNT
3115	EQUIPMENT RENTAL	3.00
	TOTAL AMOUNT	3.00

*Maria O*

INVOICE RECEIVED BY:  
*Mue* 01-16-09  
GOOD SERVICES RECEIVED BY:  
*Mue* 01-16-09

9-1100-412-00-009-001-0-237  
442

I N V O I C E

VALLEY BOTTLE WATER  
1401 S. P. I. D.  
CORPUS CHRISTI, TX 78416

INVOICE 46400147  
DATE 02/01/09

PLEASE REMIT TO THE  
ADDRESS INDICATED

\* 39247

HIDALGO CO J. P. PCTS PL1  
708 E. EDINBURG AVE SUITE B  
ELSA TX 78543

RIAL NO.	DESCRIPTION	INVOICE AMOUNT
115	EQUIPMENT RENTAL	3.00
	TOTAL AMOUNT	3.00

*Maria*

INVOICE RECEIVED BY *ma* on *2-12-09*  
 SERVICES RECEIVED BY *ma* on *2-12-09*  
 9-100-412-00-069-001-0-631  
 442

I N V O I C E

VALLEY BOTTLE WATER  
1401 S. P. I. D.  
CORPUS CHRISTI, TX 78416

INVOICE 46500145  
DATE 03/01/09

# 39247

PLEASE REMIT TO THE  
ADDRESS INDICATED

HIDALGO CO J. P. RCT5 PL1  
708 E. EDINBURG AVE SUITE B  
ELSA TX 78543

RIAL NO.	DESCRIPTION	INVOICE AMOUNT
115	EQUIPMENT RENTAL	3.00
	TOTAL AMOUNT	3.00

INVOICE RECEIVED BY:

*Maw* on 3-6-09

~~BY SERVICES RECEIVED BY~~  
*Maw* 3-6-09

9-1100-412-00-067-0-65442

*Maw*

INVOICE

VALLEY BOTTLE WATER  
1401 S.P.I.D.  
CORPUS CHRISTI, TX 78416

INVOICE 46600161  
DATE 04/01/09

PLEASE REMIT TO THE  
ABOVE ADDRESS

# 39247  
HIDALGO CO \$J.P.\$PCT5 PL1\$\$  
708 E. EDINBURG AVE SUITE B  
ELSA TX 78543

SERIAL NO	DESCRIPTION	INVOICE AMOUNT
13115	EQUIPMENT RENTAL	3.00
	TOTAL AMOUNT	3.00

INVOICE RECEIVED BY:  
*Maw* on 5-5-09  
 GOODS/SERVICES RECEIVED BY:  
*Maw* on 5-5-09  
 9-1100-412 00-069-0-442

AI-15314

15.A.

**Appointment to the RMA  
CC REGULAR**

**Date:** 05/12/2009  
**Submitted By:** Erika Reyna, COUNTY JUDGE  
**Department:** COUNTY JUDGE  
**Agenda Category:** County Judge's Office

**Information**

**CAPTION**

Appointment of board member by Judge J.D. Salinas III to the Hidalgo County Regional Mobility Authority.

**BACKGROUND**

**Fiscal Impact**

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

**Attachments**

Link: [RMA Letter](#)

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/05/2009 01:41 PM	APRV
2	Roland Garcia	Rolando Garcia	05/05/2009 04:58 PM	APRV
3	Erika Reyna (Originator)	Erika Reyna	05/06/2009 04:45 PM	APRV
4	Auditor's Office		05/08/2009 05:25 PM	NEW

Form Started By: Erika Reyna  
Started On: 05/05/2009 11:47 AM  
Final Approval Date: 05/08/2009

# HCRMA

## HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

510 South Pleasantview Drive, Weslaco, Texas 78596  
956-969-5822  
956-969-5821 fax

Dennis Burleson,  
Chairman

VIA HAND DELIVERY

March 17, 2009

Rick Perez  
Vice-Chairman

The Honorable. J. D. Salinas, III  
Hidalgo County Judge  
100 East Cano, 2<sup>nd</sup> Floor  
Edinburg, TX 78539

Ramiro E. Salazar  
Secretary/Treasurer

Joe Olivarez  
Board Member

Re: Hidalgo County Regional Mobility Authority Terms of Office

Dear Judge Salinas:

Ramon Garcia  
Board Member

This is to notify you of the Hidalgo County Regional Mobility Authority Terms of Office for the current board members.

Ruben Serna  
Board Member

Board Member	Nominated By	Date of Appointment	Date Term Expires
Dennis Burleson	Governor Appointee	2/28/2006	2/1/2010
Ricardo Perez	J.D. Salinas, Hidalgo County	7/31/2007	2/1/2009
Ramon Garcia	Com. Joe Flores, Mission	12/5/2007	2/1/2009
Rick Perez	Com. Oscar Garza	7/25/2006	2/1/2009
Joe Olivarez	Com. Sylvia Handy	7/25/2006	2/1/2010
Ruben Serna	Com. Hector Palacios	7/25/2006	2/1/2008
Ramiro Salazar	Hidalgo County-City of McAllen nominee	7/25/2006	2/1/2010

Ricardo Perez  
Board Member

A copy of this letter will be provided to the Hidalgo County Commissioners.

Sincerely,

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

Dennis Burleson  
Chairman

AI-15349

15.B.

**Elder Abuse Prevention Proclamation.**

**CC REGULAR**

**Date:** 05/12/2009  
**Submitted By:** Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE  
**Department:** COMMISSIONERS' COURT EXEC. OFFICE  
**Agenda Category:** County Judge's Office

**Information**

**CAPTION**

Approval of Proclamation proclaiming the month of May as "Elder Abuse Prevention Month"

**BACKGROUND**

**Fiscal Impact**

**Attachments**

Link: [proclamation](#)

**Form Routing/Status**

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Budget & Management	Veronica Lopez	05/06/2009 03:09 PM	APRV
2	Roland Garcia	Rolando Garcia	05/07/2009 10:36 AM	APRV
3	Auditor's Office	Becky Morales	05/08/2009 11:56 AM	APRV
4	Purchasing Department	Marty Salazar	05/08/2009 01:54 PM	APRV
Form Started By: Monica Badillo			Started On: 05/06/2009 03:04 PM	
Final Approval Date: 05/08/2009				

# Proclamation

*WHEREAS, People who are elderly or have disabilities have contributed to the general welfare of this (state, city, community) by helping to preserve customs, convictions, and traditions of many people from diverse backgrounds; and*

*WHEREAS, These residents are vital and integral members of our society and their wisdom and experience have enriched our lives; and*

*WHEREAS, Abuse of the elderly and people with disabilities in domestic and institutional settings is a wide-spread problem, affecting hundreds of thousands of people across the country; and*

*WHEREAS, In 2008, there were 83,605 reports of elderly and disabled persons abuse in Texas, of which 48,380 were confirmed; and*

*WHEREAS, Elder abuse is grossly underreported because the elderly who are being abused find it very difficult to tell anyone and are usually ashamed and sometimes afraid; and*

*WHEREAS, Elder abuse happens to men and women of all income levels, all cultural and ethnic groups, whether they are in good health or incapacitated in some way, in poor neighborhoods and in suburbia; and*

*WHEREAS, Many of the cases investigated by Adult Protective Services in Texas involve self-neglect and it is our duty as citizens to reach out to people in need;*

*NOW, THEREFORE, I (Name), (Title) do hereby proclaim the month of May 2008 to be:*

## **“Elder Abuse Prevention Month”**

*in (Location), and urge all citizens to work together to help reduce abuse and neglect of people who are elderly or have disabilities.*

*In witness whereof, hereunto signed officially and caused the Official Seal of county/city to be affixed on this (day) of (Month), (Year).*

\_\_\_\_\_  
Name  
Commissioner Pct. #

\_\_\_\_\_  
The Honorable \_\_\_\_\_  
County of \_\_\_\_\_

\_\_\_\_\_  
Name  
Commissioner Pct. #

\_\_\_\_\_  
Name  
Commissioner Pct. #

AI-15364

15.C.

81st Legislative Session

CC REGULAR

**Date:** 05/12/2009  
**Submitted By:** Erika Reyna, COUNTY JUDGE  
**Department:** COUNTY JUDGE  
**Agenda Category:** County Judge's Office

**Information**

**CAPTION**

Discussion and possible action regarding Hidalgo County's Legislative Program for the 81st Session of the Texas Legislature.

**BACKGROUND**

**Fiscal Impact**

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

**Attachments**

*No file(s) attached.*

**Form Routing/Status**

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Budget & Management	Veronica Lopez	05/07/2009 08:30 AM	APRV
2	Roland Garcia	Rolando Garcia	05/07/2009 10:36 AM	APRV
3	Auditor's Office	Becky Morales	05/08/2009 02:18 PM	APRV
4	Purchasing Department	Marty Salazar	05/08/2009 05:05 PM	APRV

Form Started By: Erika Reyna  
 Started On: 05/06/2009 04:46 PM  
 Final Approval Date: 05/08/2009

AI-15323

16.A.

**Co. Treasurer's Office-County Investment Policy  
CC REGULAR**

**Date:** 05/12/2009

**Submitted By:** Fred Zamarripa, TREASURER'S OFFICE

**Submitted For:** Norma Garcia

**Department:** TREASURER'S OFFICE

**Information**

**CAPTION**

1. Approval of Hidalgo County Investment Policy;
2. Approval of resolution authorizing participation in First Public - Lone Star Investment Pool;
3. Approval of Broker/Dealer list

**BACKGROUND**

**Fiscal Impact**

**FISCAL YEAR:**

**ACCT. #:**

**FUNDS AVAILABLE Y/N?:**

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Payment for investment pool fees are minimal and are paid from interest earned.

**Attachments**

Link: [Investment Policy 2009](#)

Link: [Order 2009](#)

Link: [2009 Investment Broker-Dealer List](#)

Link: [Resolution - Hidalgo Co](#)

**Form Routing/Status**

Route	Seq	Inbox	Approved By	Date	Status
1		Budget & Management	Veronica Lopez	05/07/2009 08:06 AM	APRV
2		Ivan Cantu	Ivan Cantu	05/07/2009 11:00 AM	APRV
3		Auditor's Office	Angela Garcia	05/07/2009 04:01 PM	APRV
4		Ivan Cantu	Ivan Cantu	05/07/2009 04:15 PM	APRV
5		Auditor's Office		05/08/2009 05:25 PM	NEW

Form Started By: Fred Zamarripa

Started On: 05/05/2009 05:35 PM

Final Approval Date: 05/08/2009

## **HIDALGO COUNTY INVESTMENT POLICY**

### **I. OBJECTIVES**

The Objectives of the Hidalgo County Investment Policy (hereinafter referred to as the “Policy”) shall be:

1. To set forth the methods, means, and goals of financial investment and debt management operation for Hidalgo County;
2. To insure the financial security and optimum liquidity of Hidalgo County funds in a prudent manner at all times;
3. To assist Hidalgo County in achieving reasonable market investment of Hidalgo County funds in a prudent manner at all times; and
4. To assist Hidalgo County in achieving the maximum interest yield on Hidalgo County funds at all times through methods allowed under federal and state law.

### **II. STANDARD OF CARE**

Hidalgo County investments shall be made with judgment and care under circumstances then prevailing that persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation but for investment, considering the probable safety of their capital as well as the probable income to be derived and optimum liquidity required for operations in Hidalgo County. Safety shall be the first priority, adequate liquidity the second, and yield the third priority. Individual investments shall be made in a manner consistent with this Policy.

### **III. INVESTMENT STRATEGY**

Hidalgo County maintains a commingled portfolio, which encompasses five specific fund groups with unique needs and considerations designed to address the unique characteristics of the fund groups represented in the portfolios. Each strategy contains the following elements as required in Chapter 2256, Government Code, also known as the Public Funds Investment Act. These elements are: safety of principal, liquidity, types of investment instruments, and marketability.

#### **General Operating Funds**

Hidalgo County's investment strategy for General Operating Funds shall be made to ensure that anticipated cash flows are matched with adequate investment liquidity for safety of the funds with attainment of market yield. To insure these objectives, investments will be made in short-term, high quality, highly marketable securities.

#### **Debt Service Funds**

Hidalgo County shall utilize an investment policy for Debt Service Funds to generate a dependable revenue stream for the appropriate debt service funds consistent with the Hidalgo County Investment Policy and state law. The primary objective for the investment of Debt Service Funds is to maintain an adequate liquidity to cover the debt service obligation of Hidalgo County on required payment dates. Investments shall not have a stated final maturity date which will exceed the appropriate debt service payment date until that next debt service date is fully funded. Liquidity shall be provided for with short-term, high quality, highly marketable securities. The yield of the portfolio will attempt to match the bond yield and not recognize negative arbitrage.

### **Capital Projects Funds**

Hidalgo County's investment strategy shall be to ensure availability of timely financial resources for the acquisition or construction of major capital facilities. To ensure these funds are available in timely basis, investments will be made with short-term, high quality, highly marketable securities.

### **Special and Trust Funds**

Hidalgo County shall invest Special and Trust Funds in accordance with state law and the Hidalgo County Investment Policy to the maximum ability that such investments may benefit Hidalgo County directly, or utilize said funds in a method that such funds may benefit Hidalgo County indirectly. Yield with safety will be attained through high quality investments, which maintain liquidity in the market.

### **Proprietary Funds**

Hidalgo County's investment strategy for Proprietary Funds shall be made to ensure that anticipated cash flow needs are matched with adequate investment liquidity for safety of the funds with attainment of market yield. To ensure these objectives, investments will be made in short-term, high quality, highly marketable securities.

### **General Strategy**

Hidalgo County's investment portfolio shall consist of a variety of securities, which may include any or all of the authorized investments listed in Section VII of this Policy.

It shall be the general practice of Hidalgo County to utilize an investment strategy based on Section II of this Policy - which defines yield objectives - as well as Section 2256, Government Code. Hidalgo County, acting through its County Treasurer shall participate in a daily review of its investment position. Investments shall be made after an evaluation of liquidity needs and market rates. If funds are not placed through contracted brokers and/or banks to obtain the highest and best overall portfolio match, then funds shall be invested directly with the depository bank and all related collateral and confirmations shall be confirmed and received within the required time frames pursuant to the County's bank depository contract. If funds are used to purchase any investment other than investment pool funds and mutual funds, settlement will be made on a delivery versus

payment basis and the securities placed in safekeeping in the depository bank. Hidalgo County shall in general be conservative in its investment programs consistent with Section VIII. Implementation of this Policy is administered by a qualified, capable investment staff in the County Treasurer's office. The market value of the collateral for all bank time deposit investments shall be no less than 105% of the face/par value of the deposit increased by the amount of any accrued interest.

It is Hidalgo County's intent to hold purchased securities to the stated maturity date and to have invested in such a manner to insure both the safety and liquidity of such transaction. In the event, however, the need arises to sell securities before the stated maturity date, said securities shall be analyzed to determine the appropriate time to liquidate and minimize any potential real or book value loss to Hidalgo County.

The Hidalgo County investment portfolio shall not exceed an average weighted maturity life of one year for the entire investment portfolio and not more than 20% of the portfolio may exceed two years in maturity.

#### **IV. DEPOSIT OF FUNDS**

All funds received by officials of Hidalgo County shall be officially deposited with the County Treasurer upon receipt or the next day after receipt and in accordance with prescribed policy and procedure; however, without exception, all funds shall be deposited within three (3) days from the date of collection by said officer, in accordance with state law.

#### **V. INVESTMENT OFFICER**

As chief custodian of Hidalgo County funds, the County Treasurer of Hidalgo County shall be the investment officer for Hidalgo County funds. Unless otherwise authorized by law or order of the Commissioners Court, a person other than the investment officer of Hidalgo County or his designated representative acting under Section VI of these Policies, may not deposit, withdraw, invest, transfer or manage in any other manner funds of Hidalgo County. In the administration of the duties of an investment officer, the County Treasurer shall exercise the judgment and care, under prevailing circumstances, that a prudent person would exercise in the management of person's own affairs.

Should at any time the County Treasurer (i) have a personal business relationship with a business organization offering to engage in an investment transaction with Hidalgo County, as defined in the Section 2256.005(i), Government Code, or (ii) be related with the second degree by affinity or consanguinity, as determined under Chapter 573, Government Code, to an individual seeking to sell an investment to Hidalgo County, the County Treasurer shall file a statement with the Commissioners Court and the Texas Ethics Commission disclosing that personal business interest or relationship.

It is understood at all times that the control and general fiduciary responsibility of Hidalgo County funds is vested in the Commissioners Court of Hidalgo County and said right of investment or management is extended by the Commissioners Court to the County Treasurer in its behalf.

## VI. INVESTMENT AUTHORIZATION

In order to allow the maximum flexibility for the investment of Hidalgo County funds, the Hidalgo County Commissioners Court extends the County Treasurer full authority for the investment of Hidalgo County funds between meetings of the Commissioners Court, official approval of which shall be made by said Court in court order form at the next official meeting of the Commissioners Court.

The County Treasurer is hereby authorized to utilize internal and external electronic means or Hidalgo County checks for between Court investments transactions and to release same as required.

## VII. AUTHORIZED INVESTMENTS

In accordance with the authorizing federal and state laws, Hidalgo County's depository banking services contract, and appropriate approved collateral provisions, Hidalgo County may utilize the following methods for the investment of Hidalgo County funds:

1. Obligations of the United States or its agencies and instrumentalities with a 2 year maximum maturity.
2. Obligations of the State of Texas or its agencies and instrumentalities with a 2 year maximum maturity.
3. Collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States with a 10 year stated maximum maturity. In accordance with the provisions of Section 2256.009(b), Government Code, the following (a-d) are **not** authorized investments under this section:
  - a. Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal.
  - b. Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest.
  - c. Collateralized mortgage obligations that have a stated final maturity date of greater than ten years.
  - d. Collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.
4. Other obligations, the principal of and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, the State of Texas

or the United States or their respective agencies and instrumentalities with a 2 year maximum maturity.

5. Obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent with a 2 year maximum maturity.
6. Certificates of deposit issued by a state or national bank, doing business in the State of Texas and insured by the Federal Deposit Insurance Corporation, or its successor; or secured by obligations described in Section 2256.009(a), Government Code, including mortgage-backed securities directly issued by federal agency or instrumentality, that have a market value of not less than the principal amount of the certificate but excluding those mortgage-backed securities of the nature described by Section 2256.009(b) Government Code; or secured in any other manner and amount provided by law for deposits of the investing entity with a 1 year maximum maturity.
7. Fully collateralized repurchase agreements authorized under Section 2256.011, Government Code, if the repurchase agreement has a six month maximum maturity unless using a flex repurchase for bond proceeds in which case the maximum maturity should equal the maturity of the bond expenditure plan. Repurchase agreements must be secured by obligations described by Section 2256.009(a)(1), Government Code; and must require the securities being purchased by the entity to be pledged to the entity, held in the entity's name, and deposited at the time the investment is made with the entity or with a third party selected and approved by the entity; and must be placed through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in the State of Texas. "Repurchase agreement" means a simultaneous agreement to buy, hold for a specified time, and sell back at a future date, obligations described by Section 2256.009(a)(1), Government Code, at a market value at the time the funds are disbursed of not less than the principal amount of the funds disbursed. The terms include a direct security repurchase agreement and reverse security repurchase agreement.
8. Repurchase agreements, as stated above, include reverse repurchase agreements. A reverse repurchase agreement's maturity may not exceed 90 days after the date the reverse security repurchase agreement is delivered.
9. A bankers' acceptance (i) is an authorized instrument under Subchapter 2256.012 Government Code, which has a stated maturity of 180 days or fewer from the date of its issuance; (ii) will be, in accordance with its terms liquidated in full at maturity; (iii) is eligible for collateral for borrowing from a Federal Reserve Bank; and (iv) is accepted by a bank organized and existing under the laws of the United States or any state, if the short-term obligations of the bank, or of a bank holding company of which the bank is the largest subsidiary, are rated not less than A-1+ or P-1 or an equivalent rating of at least one nationally recognized credit rating agency. Such transactions shall not exceed 10% of the total Hidalgo County Investment Portfolio,

and all such endorsing banks shall come only from a list of entities who are constantly monitored as to financial solvency.

10. No-load AAA rated money market mutual funds registered with and regulated by the Securities and Exchange Commission which have a dollar-weighted average stated maturity of 90 days or fewer, include in their investment objectives the maintenance of a stable net asset value of \$1 for each share and provide Hidalgo County with a prospectus and other information required by the Securities Exchange Act of 1934 (15 U.S.C., Section 78a, et. seq.) or the Investment Company Act of 1940 (15 U.S.C., Section 80a-1, et seq.) Hidalgo County is not authorized to invest in the aggregate more than 80% of its monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service, in money market mutual funds as set forth collectively; invest in the aggregate more than 15% of its monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service, in mutual funds as hereinabove described; invest any portion of bond proceeds, reserves and funds held for debt service, in mutual funds herein described above; or invest its funds or funds under its control, including bond proceeds and reserves and other funds held for debt service, in any one mutual fund as herein set out above in an amount that exceeds 10% of the total assets of the mutual fund.
  
11. Hidalgo County may invest its funds and funds under its control through an eligible constant dollar investment pool if the Commissioners Court by official court order authorizes investment in the particular pool. An investment pool shall invest the funds it receives from entities in authorized investments permitted by state statutes. When selecting an investment pool, the Commissioners Court shall consider the following criteria:
  - a. The types of investment in which money is allowed to be invested;
  - b. The maximum average dollar-weighted maturity allowed, based on the stated maturity allowed, based on the stated maturity date, of the pool;
  - c. The maximum stated maturity dated any investment security within the portfolio has;
  - d. The objectives of the pool;
  - e. The size of the pool;
  - f. The names of the members of the advisory board of the pool and the dates their terms expire;
  - g. The custodian bank that will safe keep the pool's assets;
  - h. Whether the intent of the pool is to maintain a net asset value of \$1 and the risk of market price fluctuation;

- i. Whether the only source of payment is the assets of the pool at market value or whether there is a secondary source of payment, such as insurance or guarantees, and a description of the secondary source of payment;
- j. The name and address of the independent auditor of the pool;
- k. The requirements to be satisfied for an entity to deposit funds in and withdraw funds from the pool and any deadlines or other operating policies required for the entity to invest funds in and withdraw funds from the pool;
- l. The performance history of the pool, including yield, average dollar-weighted maturities, and expense ratios.

To be eligible to receive funds from and investments on behalf of Hidalgo County, an investment pool must be continuously rated no lower than AAA or AAA-m or at an equivalent rating by at least one nationally recognized rating service or no lower than investment grade by at least one nationally recognized rating service with a weighted average maturity no greater than 90 days.

To maintain eligibility to receive funds from and invest funds on behalf of Hidalgo County, an investment pool must furnish to the investment officer the following:

- a. Investment transaction confirmations; and
- b. A monthly report that contains, at a minimum, the following information:
  - 1) The types and percentage breakdown of securities in which the pool has invested;
  - 2) The current average dollar-weighted maturity, based on the stated maturity date, of the pool;
  - 3) The current percentage of the pool's portfolio in investments that have stated maturities more than one year;
  - 4) The book value versus the market value of the pool's portfolio, using amortized cost valuation;
  - 5) The size of the pool;
  - 6) The number of participants in the pool;
  - 7) The custodian bank that is safekeeping the assets of the pool;
  - 8) A listing of daily transaction activity of the entity participating in the pool;

- 9) The yield and expense ratio of the pool;
- 10) The portfolio managers of the pool;
- 11) Any changes or addenda to the offering circular.

An entity by contract may delegate to an investment pool the authority to hold legal title as custodian of investments purchased with its local funds.

For purposes of investment in an investment pool, "yield" shall be calculated in accordance with regulations governing the registration of open-end management investment companies under the Investment Company Act of 1940, as promulgated from time to time by the federal Securities and Exchange Commission.

12. To be eligible to receive funds from and invest funds on behalf of Hidalgo County, a public funds investment pool created to function as a money market mutual fund must mark its portfolio to market daily, and, to the extent reasonably possible, stabilized at a \$1 net asset value. If the ratio of the market value of the portfolio divided by the book value of the portfolio is less than 0.995 or greater than 1.005, portfolio holdings shall be sold as necessary to maintain the ratio between .0995 and 1.005.

To be eligible to receive funds from and invest funds on behalf of Hidalgo County, a public investment pool must have an advisory board composed:

- a. equally of participants in the pool and other persons who do not have a business relationship with the pool and are qualified to advise the pool, for a public funds investment pool crated under Chapter 791, Government Code and managed by a state agency; or
- b. of participants in the pool and other persons who do not have a business relationship with the pool and are qualified to advise the pool, for other investment pools.

## **VIII. INVESTMENT IMPLEMENTATION**

The County Treasurer may solicit offers for investment of funds from contracted financial brokers and/or banks orally, in writing, electronically, or by any combination of these methods. Hidalgo County funds will generally be placed for investment periods of 1 to 365 days. Funds placed for investment for longer than 365 days shall be upon consultation between the County Treasurer and County Judge or a representative of the Commissioners Court. A report of all investments made since the last formal meeting of the Court; will be presented for each regular meeting of the Hidalgo County Commissioners Court, for review, acknowledgment, and approval by the Commissioners Court. Hidalgo County Funds will be invested in time deposits within any bank with which an agreement has been executed, in securities purchased from contracted broker/dealers,

or from time to time in pools or money funds as authorized in this Policy. The Treasurer will utilize controlled disbursement, cash flow analysis and portfolio analysis or similar cash management techniques in the County Treasurer's Office to maximize interest yield on Hidalgo County funds, with funds becoming available as needed to meet the financial needs of Hidalgo County. All investment transactions will be made on the basis of competitive bids and all securities will be cleared on a delivery versus payment basis.

County and District Clerk Trust Funds, Justice of the Peace and Constable Special Funds, and certain Adult Probation Funds shall be retained in time or interest bearing demand deposits at the Depository Bank or in separate investment pool accounts for the life of the depository contract, unless otherwise ordered by official court order, as earnings credits and compensating balances for Hidalgo County.

At maturity, investments or time deposits shall be returned to their designated Hidalgo County fund, unless otherwise instructed by official court order or as required for immediate re-investment.

## **IX. INVESTMENT INSTITUTIONS**

The County Treasurer is authorized to utilize the following institutions or groups to facilitate the investment of Hidalgo County funds, consistent with federal and state law and Hidalgo County's banking services depository contract:

1. Authorized depositories.
2. SEC and state or NASD registered broker/dealers.
3. Public Funds Investment Pools based in the State of Texas.
4. Money Market Mutual Funds.

The County Treasurer is authorized to place investment orders on an "as needed" basis with designated financial brokerage firms, banks or contractors with which Hidalgo County maintains a current written contract, authorized by Commissioners Court Order, and consistent with the Investment Policy of Hidalgo County.

Hidalgo County will generally use a request for proposal (RFP) method of securing the services of Hidalgo County and/or Texas based securities and investment firms to serve as contracted financial brokers for Hidalgo County, or may negotiate a contract for such services if recommended by the Hidalgo County Financial Review Committee and approved by the Commissioners Court. Hidalgo County will from time to time add or delete such firms, to further seek to enhance Hidalgo County's financial position as qualified firms become known to and are recommended by the Hidalgo County Investment Review Committee. All firms selected as financial brokers for Hidalgo County shall sign an officially approved contractual agreement which must be officially approved by the Commissioners Court and comply with the Hidalgo County Investment Policy as set forth hereinafter in this Section. The Investment Review committee shall, at least

annually, review, revise, and recommend for adoption by the Commissioners Court a list of qualified brokers that are authorized to engage in investment transactions with Hidalgo County.

A written copy of the Hidalgo County Investment Policy shall be presented to any financial institution offering to engage in an investment transaction with Hidalgo County. The qualified representative of the financial institution offering to engage in an investment transaction with Hidalgo County shall execute a written instrument, which shall indicate the following:

1. The representative and sales personnel have received and reviewed the Hidalgo County Investment Policy; and
2. Acknowledged in writing as approved by Hidalgo County that the financial institution has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between Hidalgo County and the financial institution that are not authorized by this Policy.

The County Treasurer of Hidalgo County may not acquire or otherwise obtain any authorized investment described in this Policy from a financial institution, bank, or pool which has not delivered to Hidalgo County a written instrument as set forth hereinabove.

## **X. METHODS OF INVESTMENT**

### **Internal Investments**

The County Treasurer is authorized to internally electronically move funds for Hidalgo County investments from currently established funds, plus any newly established Hidalgo County Funds, within the banking services depository.

The County Treasurer is authorized to utilize an internal electronic banking system for the investment of such funds by means of Customer Direct Link (CDL) program, or Hidalgo County checks, with the banking services depository.

The purpose of the internal electronic banking system shall be to allow the County Treasurer to shorten float time on investments, for elimination of checks to make investments of funds within Hidalgo County accounts, and to return funds to primary Hidalgo County accounts.

The County Treasurer is authorized to internally electronically move and credit principal, plus interest earnings, to Hidalgo County funds currently established, plus any newly established Hidalgo County funds, as such investments mature.

### **External Investments**

Hidalgo County will generally disburse all funds for investments from the Hidalgo County banking services depository bank by means of a properly authorized check. In accordance with Section 2256.051, Government Code, Hidalgo County may use an electronic funds transfer to invest

all funds collected or controlled by Hidalgo County. Such program shall be under guidelines established and mutually agreeable between the County Auditor, County Treasurer, and banking services depository bank wire transfer agreement.

The County Treasurer is authorized to electronically wire Hidalgo County funds for investment purposes from currently established Hidalgo County funds, plus any newly established Hidalgo County funds, to authorized investment institutions as indicated under Section IX of this Policy, and in accordance with procedures mutually established with the County Auditor on a delivery versus payment basis. The County Treasurer is further authorized to accept electronically all Hidalgo County maturities including principal and interest as such investments mature, for the proper internal disbursement to Hidalgo County funds.

## **XI. AUTHORIZED COLLATERAL AND COLLATERAL PROCEDURES**

The Hidalgo County Commissioners Court shall select the type of securities pledged to secure Hidalgo County funds. Additionally, withdrawal, or substitution of collateral for Hidalgo County funds shall be subject to prior official approval of the Hidalgo County Commissioners Court.

The investment of any Hidalgo County funds shall be collateralized consistent with Federal and state law, Hidalgo County's banking services depository contract, and the Hidalgo County Investment Policy without exception, in one or more of the following manners:

1. Obligations, including letters of credit, of the United States or its agencies and instrumentalities;
2. An Obligation that in the opinion of the Attorney General of the United States is a general obligation of the United States and backed by its full faith and credit;
3. An Obligation, the principal of and interest of which are unconditionally guaranteed by the United States;
4. An Obligation of an Agency or Instrumentality of the United States, including a mortgage-backed security of the agency or instrumentality; however, obligations of the nature described in Section 2256.009(b), Government Code, shall not be eligible for use as collateral for any Hidalgo County funds; or
5. A general or special obligation issued by a public agency, payable from taxes, revenues, or a combination of taxes and revenues that has been rated as to investment quality by a nationally recognized rating agency that has current rating of not less than A or its equivalent.

Furthermore, all collateral must have a 10 year maximum stated maturity.

## **XII. LEVEL OF COLLATERAL**

The market value of the pledged securities securing the time and demand deposits of public

funds for Hidalgo County shall be in an amount at least equal to 105% of the amount of the deposits of public funds increased by the amount of any accrued interest and reduced to the extent that the deposits are insured by an agency or instrumentality of the United States Government. The County Treasurer will maintain a monitoring program to establish the market value of such collateral, as best available, for the security of Hidalgo County funds.

### **XIII. POSSESSION OF COLLATERAL**

All Securities pledged to secure time and demand deposits of Hidalgo County funds shall be held at an independent third party bank outside of the pledging bank and approved by Hidalgo County as defined in Hidalgo County banking services depository contracts. For investments made with an external broker or outside the bank depository, securities and collateral will be held by an independent third party. Delivery of collateral shall be made to the party holding such on County's behalf for safekeeping not later than 1:00 P.M. CST on the same day of a trade. All brokers and/or banks shall indicate "County of Hidalgo" on all transaction details.

The independent third party safekeeping bank used for bank collateral and the depository bank acting as safekeeping agent for securities purchased externally shall immediately provide an original safekeeping receipt of the securities and/or surety bonds to the County Treasurer on behalf of the Commissioners Court evidencing the deposit of said securities. When the pledged securities and/or surety bonds held by the custodians are deposited, the permitted institution may apply book entry procedures to the securities. The records of the permitted institution shall at all times reflect the name of the custodian depositing the pledged securities. The trust receipts that the custodians issue to Hidalgo County through the County Treasurer shall indicate that the custodian has deposited with the permitted institution the pledged securities held in trust for the party pledging the securities. All participants in the investment or holding of collateral for Hidalgo County investments must provide the County Treasurer with a confirmation of trade and safekeeping receipt for county securities and collateral on the same day of the transaction without exception. Banks shall not hold collateral for Hidalgo County investments made at or through said institution.

### **XIV. INVESTMENT REPORTS**

Not less than quarterly the County Treasurer shall prepare and submit to the Commissioners Court a written report of Hidalgo County's investment transactions for the preceding reporting period, in addition to other information that may be required by Hidalgo County. The report shall contain:

1. A detail of the investment position of Hidalgo County on the date of the report;
2. A summary statement, prepared in compliance with generally accepted accounting principles, of each pooled fund group that states the beginning market value for the reporting period, additions and changes to the market value during the period, the ending market value for the period, and fully accrued interest for the reporting period;
3. The book value and market value of each separately invested asset at the beginning and end of the reporting period by the type of asset and fund type invested;
4. The maturity date of each separately invested asset that has a maturity date;

5. The account or fund or pooled group fund of Hidalgo County from which each individual investment was acquired; and
6. Compliance of the Hidalgo County Investment Portfolio as it relates to the investment strategy expressed in Section III, Investment Strategy of this Policy, as well as other relevant provisions of the Policy.

The report shall be signed by the County Treasurer and by all designated investment officers of Hidalgo County.

Hidalgo County shall have performed as a part of its annual external financial audit a compliance audit of management controls on investments and adherence to Hidalgo County's established investment policies. The External Auditor shall also formally review the quarterly investment report and the results of the review shall be reported to the Commissioners Court by the auditor.

## **XV. CONTINUING EDUCATION**

It is recommended that each member of Commissioners Court shall attend at least one training session relating to the person's responsibilities under Chapter 2256, Government Code, within six (6) months after taking office.

The County Treasurer and any designated investment officer shall attend at least 10 hours investment training in accordance with the Public Funds Investment Act within 12 months of taking office and 10 hours training within every two-year period as required by Section 2256.008(a), Government Code. Training under this section must include education in investment controls, security risks, strategy risks, market risks, and compliance with this chapter.

## **XVI. FINANCIAL REVIEW COMMITTEE**

There shall be a Hidalgo County Investment Review Committee, which shall consist of the County Treasurer as Chairman, County Judge, Commissioners' Court Executive Officer, Budget Officer and County Auditor. As required, the Hidalgo County Financial Advisor (if any) may serve as an Ex-Officio member of the Committee.

The Committee shall be charged with reviewing the general financial management of Hidalgo County funds and debt and asset management programs and making recommendations on such items to the Commissioners Court. The Hidalgo County Investment Review Committee shall also deal with and coordinate the efforts of the Hidalgo County Financial Advisor (if any) and Hidalgo County Bond Counsel, and other related individuals/organizations, to develop and/or enhance Hidalgo County financial procedures, implement Hidalgo County bond sales, or establish recommended policy for the Commissioners Court concerning the working relationship and duration of such relationship with such groups, as well as any other financially-related matters that may be referred to the Committee from time to time by Commissioners Court.

In view of constant and enhanced financial and banking techniques which may prove

beneficial to the Objectives of the Hidalgo County Investment Policy as herein set forth, the Hidalgo County Investment Review Committee will monitor such changes to determine required adjustments in the Hidalgo County Investment Policy.

#### **XVII. REVIEW OF POLICY**

The Hidalgo County Commissioners Court shall review these Policies and the County's investment strategies at least annually. Following such review, the Commissioners Court shall adopt a written Order stating that it has reviewed the investment policy and investment strategies and setting forth any changes made to either the investment policy or investment strategy.

ADOPTED: \_\_\_\_\_  
Date

THE STATE OF TEXAS    )  
  )  
COUNTY OF HIDALGO    )

**ORDER**

On this the \_\_\_\_ day of May, 2009, came on to be heard the matter of adopting the Hidalgo County Investment Policy and after discussion the following Order was adopted by the Hidalgo County Commissioners' Court:

WHEREAS, from time to time certain regulations and policies have been adopted regarding the procedures for investment of funds of Hidalgo County; and

WHEREAS, the need has now arisen for new policies and procedures to be adopted and for all prior policies and procedures to be repealed.

BE IT THEREFORE ORDERED, ADJUDGED AND DECREED that all policies, procedures and regulations relating to or in any way regulating or establishing rules or policies with respect to the investment of monies owned by Hidalgo County by and hereby are repealed effective May \_\_\_\_, 2009; and

BE IT FURTHER ORDERED that the document attached hereto and entitled Hidalgo County Investment Policy be and hereby is adopted as the document governing all investment of funds by Hidalgo County and its departments and agencies, effective May \_\_\_\_, 2009; and

BE IT FURTHER ORDERED that the County Clerk enter a copy of this Order and of said Policies in the minutes of this Court.

WHEREUPON, Commissioner \_\_\_\_\_ moved for the adoption of said Order, which motion was seconded by Commissioner \_\_\_\_\_ and adopted by the following vote: \_\_\_\_ "AYE", \_\_\_\_ "NO", all members being present.

DATED this the \_\_\_\_ day of May, 2009.

\_\_\_\_\_  
J.D. Salinas, III, County Judge

\_\_\_\_\_  
Arturo Guajardo, Jr., County Clerk

## HIDALGO COUNTY

As per Chapter 2256 Public Funds Investment Act (PFIA), Subchapter A. Authorized Investments For Governmental Entities, section 2256.025, the governing body of an entity shall, at least annually, review, revise, and adopt a list of qualified brokers that are authorized to engage in investment transactions with the entity.

The following list of investment brokers and dealers is being presented to Commissioner's Court for approval on May 12, 2009:

**Amherst Securities Group, L.P.**

925 South Federal Highway  
Boca Raton, FL 33432  
John Anthony  
(800)856-1111

**First National Bank**

100 West Cano  
Edinburg, Texas 78539  
Saul Ortega, CFO  
(956)380-8516

**First Public – Lone Star Investment Pool**

12007 Research Boulevard  
Austin, Texas 78759  
Steve Orta  
(800)558-8875

**FNB Wealth Management**

50 Morrison Road  
Brownsville, Texas 78520  
Flavio R. Gonzalez  
(956)544-3623

**LOGIC**

325 North St. Paul, Suite 800  
Dallas, Texas 75201  
Bill Mortiz  
(800)895-6442

**Lone Star National Bank**

100 West Ferguson  
Pharr, Texas 78577  
David Pinoli  
(956)781-4321

**Raymond James & Associates, Inc.**  
5847 San Felipe Road, Suite 1075  
Houston, Texas 77057  
David McLeroy  
(800)869-9966

**Security First Credit Union**  
P.O. Box 4829  
McAllen, Texas 78501  
Frank Enriquez  
(956) 661-4000

**Tejas Securities Group, Inc.**  
8226 Bee Caves Road  
Austin, Texas 78746  
Michael Velaney  
(800)846-6803

**Texas CLASS**  
**MBIA Municipal Investors Service Corporation**  
113 King Street  
Armonk, New York 10504  
Danny A. King, Regional Director  
(800)707-6242

**TexPool Participant Services**  
600 Travis Street, Suite 7200  
Houston, Texas 77002  
Jerry Landrum  
(866) 839-7665

Respectfully submitted,



Norma G. Garcia  
Hidalgo County Treasurer, CCT, CIO

**Lone Star Investment Pool Resolution**

RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF AN INVESTMENT AGREEMENT FOR PARTICIPATION IN THE LONE STAR INVESTMENT POOL, DESIGNATING THE POOL AS AN AGENCY AND INSTRUMENTALITY, APPROVING INVESTMENT POLICIES OF THE POOL, APPOINTING AUTHORIZED REPRESENTATIVES, AND DESIGNATING INVESTMENT OFFICERS

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, as amended (the "Act"), permits any "local government" to contract with one or more other "local governments" and with agencies of the state to perform "governmental functions and services," including investment of public funds through "public funds investment pools" (as such phrases are defined in the Act);

WHEREAS, the Public Funds Investment Act, Texas Government Code Chapter 2256 (the "Investment Act"), also authorizes local governments, state agencies, and nonprofit corporations acting on behalf of such entities to invest public funds through investment pools;

WHEREAS, the Act also permits the contracting parties to any agreement to create an administrative agency to supervise the performance of such agreement and to employ personnel and engage in other administrative activities and provide other administrative services necessary to execute the terms of such agreement;

WHEREAS, Hidalgo County (the "Government Entity") is a local government or an agency of the State of Texas within the meaning of the Act and/or the Investment Act and desires to enter into that certain Investment Agreement (the "Agreement"), a copy of which is presented with this Resolution and is incorporated herein by reference, and become a participant in a public funds investment pool created thereunder and known as the Lone Star Investment Pool (the "Pool") sponsored by the Texas Association of School Boards ("TASB");

WHEREAS, the Government Entity desires to designate the Pool as its agency and instrumentality with authority, through the Pool's Board of Trustees (the "Board"), to supervise performance of the Agreement, employ personnel and engage in other administrative activities, and provide other administrative services necessary to execute the terms of the Agreement;

WHEREAS, each capitalized term used in this Resolution and not otherwise defined has the same meaning assigned to it in the Agreement;

**NOW, THEREFORE, BE IT RESOLVED:**

1. The Agreement is hereby approved and adopted and, upon execution thereof by an Authorized Representative (defined below) and receipt of the Government Entity's application to join the Pool by the Administrator, the Government Entity shall become a Participant in the Pool for the purpose of investing its available funds therein from time to time in accordance with its terms.
2. The Pool is hereby designated as an agency and instrumentality of the Government Entity, the Board is hereby designated as the governing body of the Pool, and the Pool, through the Board, shall have the authority to supervise performance of the Agreement, employ personnel, and engage in other administrative activities and provide other administrative services necessary to execute the terms of the Agreement.
3. The investment policies of the Pool, as set forth in the Statement of Investment Policy, as summarized in the Information Statement, and as may be amended from time to time by the Board, are hereby adopted as investment policies of the Government Entity with respect to money invested in the Pool, and any existing investment policies of the Government Entity in conflict therewith shall not apply to investments in the Pool.

4. The following officers, officials, or employees of the Government Entity are hereby designated as "Authorized Representatives," within the meaning of the Agreement, with full power and authority to execute the Agreement, an application to join the Pool, Vendor Payment Authorization forms, and any other documents required or appropriate to become a Participant; deposit money to and withdraw money from the Government Entity's Pool account from time to time in accordance with the Agreement and the Information Statement; and take all other actions deemed necessary or appropriate for the investment of funds of the Government Entity:

Printed Name Norma G. Garica

E-mail Address norma.garcia@treasurer.co.hidalgo.tx.us

Signature *Norma G. Garcia* Title County Treasurer

Printed Name Alfredo Zamarripa

E-mail Address alfredo.zamarripa@treasurer.co.hidalgo.tx.us

Signature *Alfredo Zamarripa* Title Office Manager

In accordance with Pool procedures, an Authorized Representative shall promptly notify the Pool in writing of any changes in who is serving as Authorized Representatives.

5. In addition to the foregoing Authorized Representatives, each Investment Officer of the Pool appointed by the Board from time to time is hereby designated as an investment officer of the Government Entity and, as such, shall have responsibility for investing the share of Pool assets representing funds of the Government Entity.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

ATTEST

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name and Title \_\_\_\_\_

Printed Name and Title \_\_\_\_\_

State of Texas, County of \_\_\_\_\_

Before me, \_\_\_\_\_, on this day personally appeared \_\_\_\_\_, known to me (or  
(name of notary) (name of President and Secretary)  
proved to me on the oath of \_\_\_\_\_) or through \_\_\_\_\_ to be the person(s) whose  
(person providing oath) (identification item)  
name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and  
consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

AI-15321

17.A.

**Cost of Living Adjustment**

**CC REGULAR**

**Date:** 05/12/2009  
**Submitted By:** Linda Galaviz, HEAD START  
**Submitted For:** Edmundo Garcia  
**Department:** HEAD START  
**Agenda Category:** Head Start

**Information**

**CAPTION**

Discussion/Approval of Cost of Living Adjustment (COLA) and Quality Improvement (QI)

**BACKGROUND**

Policy Council Approval: Wednesday, May 6, 2009

**Fiscal Impact**

**Attachments**

Link: [Cost of Living- summary](#)

**Form Routing/Status**

<b>Route</b>	<b>Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1		Budget & Management	Veronica Lopez	05/07/2009 08:03 AM	APRV
2		Rosalinda Cantu	Rosie Cantu	05/07/2009 02:48 PM	APRV
3		Auditor's Office		05/08/2009 05:25 PM	NEW
Form Started By: Linda Galaviz				Started On: 05/05/2009 04:18 PM	
Final Approval Date: 05/08/2009					

	Cost Of Living Adjustment			Percent of Funding	ARRA			Percent of Funding
	4%	Fringe	Total		2.40%	Fringe	Total	
Teachers	182,630.66	30,225.37	212,856.03	30.27%	109,578.18	18,135.22	127,713.40	30.21%
Assistant Teachers/ Disability Aides	144,898.68	23,980.11	168,878.79	24.02%	87,426.47	14,469.29	101,895.76	24.10%
Center Managers/Clerks	47,616.19	7,850.71	55,466.90	7.89%	28,569.72	4,710.42	33,280.14	7.87%
SS Facilitators	26,259.58	4,180.53	30,440.11	4.33%	15,755.75	2,508.32	18,264.07	4.32%
SS Assistants	33,948.93	5,404.67	39,353.60	5.60%	20,369.36	3,242.80	23,612.16	5.58%
Custodians	39,263.74	8,574.77	47,838.51	6.80%	23,558.25	5,144.86	28,703.11	6.79%
Central Office Admin/Clerks/Secretaries/ Others	78,786.25	12,578.65	91,364.90	12.99%	47,271.73	7,547.21	54,818.94	12.97%
Maintenance/Bus Drivers/Bus Aides/Warehouse Staff	46,750.39	10,209.77	56,960.16	8.10%	28,338.58	6,188.84	34,527.42	8.17%
	<b>600,154.42</b>	<b>103,004.58</b>	<b>703,159.00</b>	<b>100.00%</b>	<b>360,868.04</b>	<b>61,946.96</b>	<b>422,815.00</b>	<b>100.00%</b>

Position	Quality Improvement			Percent of Funding	Other QI Projects	
	QI	Fringe	Total			
Teacher B.A. 10.94%	87,000.00	14,398.50	101,398.50	11.23%	Fencing	50,000.00
					Staff Development/Post Secondary Coursework/Bilingual/ESL	
Teacher A.A. 8.17%	220,000.00	36,410.00	256,410.00	28.39%	Certification	81,561.31
Teacher Non-Degreed 4%	46,494.66	7,694.87	54,189.53	6.00%	Roofs	50,000.00
Assistant Teacher/Disability Aides 4%	144,898.68	23,980.11	168,878.79	18.70%	Floors	50,000.00
Center Managers/Clerks 4%	47,616.19	7,850.71	55,466.90	6.14%	Buses	134,000.00
Support Service Facilitators 4%	26,259.58	4,180.53	30,440.11	3.37%	Classroom Supplies	80,371.21
Support Service Assistants 4%	33,948.93	5,404.67	39,353.60	4.36%	Total	<b>445,932.52</b>
<b>Total Classroom Staff and Case Managers</b>	<b>606,218.04</b>	<b>99,919.39</b>	<b>706,137.43</b>			
Custodians 4%	39,263.74	8,574.77	47,838.51	5.30%		
Central Office Admin/Clerks/Secretaries/ Others 4%	79,266.84	13,066.54	92,333.38	10.22%	Total QI	1,349,202.00
Maintenance/Bus Drivers/Bus Aides/Warehouse Staff 4%	46,750.39	10,209.77	56,960.16	6.31%	Total QI Awarded	1,349,202.00
<b>Total Other Staff</b>	<b>165,280.97</b>	<b>31,851.08</b>	<b>197,132.05</b>			
<b>Totals</b>	<b>771,499.01</b>	<b>131,770.47</b>	<b>903,269.48</b>	<b>100.00%</b>		

**AI-15396**  
**State 1033 Program**  
**CC REGULAR**

**18.A.**

**Date:** 05/12/2009  
**Submitted By:** Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE  
**Submitted For:** Capt. Campos  
**Department:** COMMISSIONERS' COURT EXEC. OFFICE  
**Agenda Category:** Sheriff's Office

---

**Information**

**CAPTION**

Approval to authorize the Sheriff and County Judge to sign the State Plan of Operations Agreement for enrollment in the State 1033 Program.

**BACKGROUND**

The program provides the opportunity to request the transfer of property from the Department of Defense (pursuant to 10 U.S.C., Subsection 2576a)

The equipment is to be used for law enforcement activities, with emphasis on counter-drug and counter-terrorism activities.

Backup will be attached as soon as Captain Campos provides the documentation.

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**Fiscal Impact**

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

**BUDGETARY IMPACT:**

Agenda Item does not require funding source.

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**Attachments**

*No file(s) attached.*

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**Form Routing/Status**

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Budget & Management	Veronica Lopez	05/07/2009 04:20 PM	APRV
2	Manuel Chapa	Manuel Chapa	05/08/2009 10:55 AM	APRV
3	Auditor's Office	Angela Garcia	05/08/2009 11:06 AM	APRV
4	Perla Lopez	Perla Lopez	05/08/2009 11:29 AM	APRV
5	Purchasing Department	Marty Salazar	05/08/2009 01:55 PM	APRV

Form Started By: Monica Badillo

Started On: 05/07/2009 03:55 PM

Final Approval Date: 05/08/2009

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**Interlocal Agreements between Hidalgo County and the city of Alton  
CC REGULAR**

**Date:** 05/12/2009  
**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 Alton.

**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 Agreement between Hidalgo County and the City Police Departments of Alton is currently being presented. La Joya and Palmview agreements were presented at CC on 4/21/09 (AI#15095). Mission and Pharr agreements were presented at CC on 4/28/09 (AI# 15187). Additional Sub-Recipient interlocals (Donna & Hidalgo) 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: [Alton Interlocal](#)

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/08/2009 02:55 PM	APRV
2	Perla Lopez	Perla Lopez	05/08/2009 03:24 PM	APRV
3	Auditor's Office		05/08/2009 05:25 PM	NEW
Form Started By: Manuel Chapa			Started On: 05/08/2009 02:39 PM	
Final Approval Date: 05/08/2009				



## *Department of Budget and Management*

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

### **MEMORANDUM**

To: All Operation Stonegarden Grant Sub-Recipients  
From: Raul Silguero Jr., Budget Officer *Raul Silguero Jr.*  
Date: April 6, 2009  
Subject: Interlocal Cooperation Agreement  
Cc: Sheriff Guadalupe "Lupe" Treviño

Enclosed please find duplicate copies of the Interlocal Cooperation Agreement (ICA) for sub-recipient award of Hidalgo County Operation Stonegarden Grant funds. Please have the agreements approved and executed by your governing body at their next scheduled meeting.

Please forward all executed agreements to: Department of Budget and Management  
Attn: Rey Salazar  
2818 South Business Hwy. 281  
Edinburg, TX 78539

After approval by Hidalgo County Commissioner's Court, a countersigned original will be returned for your records.

Please contact Mr. Rey Salazar at 956.292.7025 ext. 5426 or Mr. Sergio Cruz at ext. 5424 should you have any questions.

STATE OF TEXAS           §  
  §  
COUNTY OF HIDALGO   §

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

This Agreement is made and entered into on this the \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between Hidalgo County, a political subdivision of the State of Texas and the City of Alton, 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 Ninety Thousand Eight Hundred and Eighty Nine Dollars and 23/100ths (\$90,889.24) 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 15<sup>th</sup> 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 by the City 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 Alton  
509 S. Alton Blvd.  
Alton, TX 78573

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

**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.

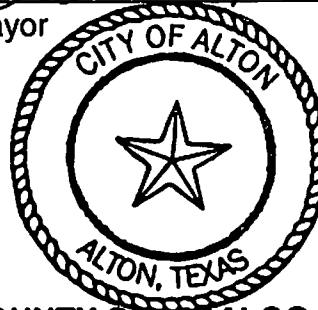
**Authority to Execute.** The execution and performance of this Agreement by County and City have been duly authorized by all necessary laws, resolutions or

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 ALTON, TEXAS**

  
\_\_\_\_\_  
Mayor



**COUNTY OF HIDALGO**

**ATTEST:**

  
\_\_\_\_\_  
City Secretary

\_\_\_\_\_  
J. D. Salinas, III, County Judge

**ATTEST:**

\_\_\_\_\_  
Arturo Guajardo, Jr., County Clerk

**APPROVE AS TO FORM:**

**ATLAS & HALL, L.L.P.**

\_\_\_\_\_  
By: Stephen Crain

**Naming of two (2) roads - Rancho Toluca Rd to Relampago Drive East/West  
CC REGULAR**

**Date:** 05/12/2009  
**Submitted By:** Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE  
**Submitted For:** Pct. 1 - Comm. Handy  
**Department:** COMMISSIONERS' COURT EXEC. OFFICE  
**Agenda Category:** Precinct #1

**Information**

**CAPTION**

Requesting approval to name two roads located to the south of Rancho Toluca Road in Relampago. The proposed names are: "Relampago Service Drive East", and "Relampago Service Drive West", as per request from 911 Department

**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**

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Budget & Management	Veronica Lopez	05/05/2009 02:46 PM	APRV
2	Ivan Cantu	Ivan Cantu	05/05/2009 04:14 PM	APRV
3	Auditor's Office	Angela Garcia	05/08/2009 05:25 PM	APRV

Form Started By: Monica Badillo  
Started On: 05/05/2009 02:00 PM  
Final Approval Date: 05/08/2009

AI-15390

19.B.

**Interlocal Agreements Hidalgo & donna irrigation dist 1 and cameron counties irr no 9  
CC REGULAR**

**Date:** 05/12/2009  
**Submitted By:** Noe Montez, COMM. PCT. #1  
**Submitted For:** Patricio R. Avila  
**Department:** COMM. PCT. #1  
**Agenda Category:** Precinct #1

**Information**

**CAPTION**

- 1. Approval of Interlocal Cooperation Agreement between Donna Irrigation District No. 1, Inc. and Hidalgo County.
- 2. Approval of Interlocal Cooperation Agreement between Hidalgo and Cameron Irrigation District No. 9

**BACKGROUND**

**Fiscal Impact**

**FISCAL YEAR:** 2009 **ACCT. #:** 1201 & 1339  
**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Funding will come from CO's 2009 and/or R & B funds. Funding to be identified and in place once interlocals are executed and WA's are submitted by project engineer(s).

**Attachments**

Link: [interlocal agreements](#)

Link: [interlocal](#)

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/07/2009 02:20 PM	APRV
2	Ivan Cantu	Ivan Cantu	05/08/2009 02:29 PM	APRV
3	Auditor's Office		05/08/2009 05:25 PM	NEW
Form Started By: Noe Montez			Started On: 05/07/2009 01:28 PM	
Final Approval Date: 05/08/2009				

STATE OF TEXAS           §  
  §  
COUNTY OF HIDALGO   §

**INTERLOCAL COOPERATION AGREEMENT  
BETWEEN HIDALGO AND  
CAMERON COUNTIES IRRIGATION DISTRICT NO. 9**

THIS Agreement is made on this the \_\_\_\_\_ day of \_\_\_\_\_, 2009 by and between HIDALGO COUNTY, hereinafter referred to as "Hidalgo County" and HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT NO. 9 hereinafter referred to as "Irrigation District", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

**WITNESSETH:**

**WHEREAS**, Irrigation District has rights and interests in and to irrigation facilities and irrigation properties adjacent to such irrigation facilities situated in the County of Hidalgo, Texas, some of which are more particularly described in Exhibit "A" (the "Irrigation Facilities" or "Irrigation Facility");

**WHEREAS**, Irrigation District has rights and interests in property consisting of drainage facilities and land immediately adjacent to such drainage facilities (the "Ditches") which are located adjacent to or relatively near its irrigation facilities for the purpose of drainage, the description of which is attached hereto as Exhibit "B";

**WHEREAS**, Hidalgo County, pursuant to its statutory authority, is responsible for proper drainage in Hidalgo County;

**WHEREAS**, the majority of the drainage water that enters into the Ditches originates from Hidalgo County;

**WHEREAS**, Irrigation District and Hidalgo County, desire that Hidalgo County and Irrigation District jointly use, the Ditches, that Hidalgo County maintain and improve all of, the Ditches and that Irrigation District will later convey to Hidalgo County the Ditches for drainage purposes;

**WHEREAS**, Irrigation District desires to grant a non- exclusive easement to Hidalgo County in, over and across the Irrigation Facilities to the extent, it is reasonably necessary to access the Ditches, for the maintenance, operation, expansion or repair of the Ditches (the "Easement");

**WHEREAS**, Hidalgo County desires to, maintain and operate the Ditches in order for the Ditches to adequately serve the drainage needs of Hidalgo County;

**WHEREAS**, Irrigation District will benefit from the improvements to the Ditches and Hidalgo County's maintenance and operation thereof; and

**WHEREAS**, Hidalgo County has determined it would be in the best interest of residents of Hidalgo County for Hidalgo County to expand, repair, maintain and operate the Ditches described above;

**NOW, THEREFORE**, Hidalgo County and Irrigation District, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. Irrigation District grants Hidalgo County a non-exclusive easement to jointly use the Ditches for the purpose of expansion, repair, maintenance or operation of the Ditches and Irrigation District shall execute the Easement attached hereto as Exhibit C within ten (10) days of the date of this Agreement. Such easement from Irrigation District shall be AS IS, WHERE IS, WITH ALL FAULTS.
2. Within six months of the date of this Agreement, Hidalgo County, will, at the sole expense of Hidalgo County begin to obtain surveys of the Irrigation Facilities and the Ditches in order to secure metes and bounds descriptions of both the Irrigation Facilities and Ditches. Hidalgo County will have a period of five (5) years to complete, such surveys and legal descriptions.
3. Irrigation District, during such five (5) year period described in numbered paragraph 2, upon presentation by Hidalgo County of surveyed metes and bounds descriptions of various phases of the Ditches shall grant, sell, transfer and convey to Hidalgo County the Ditches and shall execute for each such phase of the Ditches so surveyed and described a quitclaim deed to Hidalgo County in substantially the form attached hereto as Exhibit D-1 and a Transfer of Easement in substantially the form attached hereto as Exhibit D-2. Such quitclaim and transfer of easement from Irrigation District shall be AS IS, WHERE IS, WITH ALL FAULTS.
4. Irrigation District shall attempt to locate and find persons with knowledge of each phase of the surveyed metes and bounds description of the Ditches presented by Hidalgo County of Irrigation District's open, notorious and continuous use of the Ditches for an uninterrupted period of at least ten (10) years and shall use its best efforts to cause such persons with knowledge to execute affidavits in substantially the form of the affidavit attached hereto as Exhibit "E" (the "Affidavit") for each of the Ditches. Irrigation District shall use its best efforts to have the Affidavit executed and present same to Hidalgo County within ten (10) days following the date of presentment of the request for Affidavit by Hidalgo County.
5. Irrigation District will execute the document substantially in the form attached hereto as Exhibit "F" conveying an easement to Hidalgo County for access to, construction, maintenance, repair and operation of the Ditches and drainage facilities within ten (10) days following the date of presentment of same by

Hidalgo County. Such easement from Irrigation District shall be AS IS, WHERE IS, WITH ALL FAULTS.

6. Irrigation District further agrees, that on or after the date of this Agreement, it will not transfer or convey any rights to or in any Irrigation Facilities (as specifically limited and defined herein) adjacent to Ditches not previously transferred to Hidalgo County to any party without first offering, in writing, the Irrigation Facility to Hidalgo County at the same cost and under the same terms as in the offer presented to Irrigation District. Hidalgo County shall have thirty (30) days to determine whether Hidalgo County desires to accept or reject such offer. If Hidalgo County does not respond to the offer by Irrigation District in this numbered paragraph 6 within thirty (30) days of receipt, then Irrigation District may transfer such Irrigation Facility offered to Hidalgo County without any claim by Hidalgo County to such Irrigation Facility, provided any such transfer shall be burdened by the access easement in favor of Hidalgo County.
7. The acquisition of additional right of way for the expansion of any of the Ditches will be the sole responsibility and cost of Hidalgo County.
8. Hidalgo County shall allow connections of any agricultural use field drain or agricultural sub soil drain to the Ditches provided that such field drain or agricultural or sub soil drain is draining agricultural lands and no significant part of any such land is used for any non agricultural use. It shall not be necessary for the owner of any such field drain or sub soil drain to file an application with Hidalgo County for such use. As used herein agricultural use would include the homestead and equipment storage facility for the owner of the land. Upon any subdivision of any such agricultural use property, applicable subdivision regulations at the time of such subdivision with respect to the continued availability of the use of such drains or the requirement of new drains for any such subdivisions must be followed.
9. The design for the improvements and expansion of the Ditches will be the sole responsibility and cost of Hidalgo County.
10. Hidalgo County shall provide funds for all necessary supplies, labor and equipment to construct and install the improvements and maintenance and operation of the Ditches conveyed by Irrigation District to Hidalgo County.
11. **Conflict of Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between 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 later 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.



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.

19. **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.
20. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns where permitted by this Agreement.
21. **Assignment.** This Agreement shall not be assignable provided, however, Hidalgo County may assign this Agreement to Hidalgo County Drainage District No. 1 and/or its successors.
22. **Headings.** The headings and captions contained in this Agreement are solely for convenience and reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.
23. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.
24. **Authority to Execute.** The execution and performance of this Agreement by Hidalgo County and Irrigation District have been duly authorized by all necessary laws, resolutions or governmental action, and this Agreement constitutes the valid and enforceable obligations of Hidalgo County and Irrigation District in accordance with its terms.
25. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

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

**HIDALGO COUNTY**

By: \_\_\_\_\_  
J.D. Salinas, III, County Judge

**ATTEST:**

\_\_\_\_\_  
Arturo Guajardo, Jr., County Clerk

**HIDALGO AND CAMERON COUNTIES IRRIGATION  
DISTRICT NO. 9**

By: \_\_\_\_\_  
Bobby Sparks, PRESIDENT

**APPROVED AS TO FORM:**

ATLAS & HALL, L.L.P.

By: \_\_\_\_\_  
Stephen L. Crain

## **EXHIBIT A: DRAINAGE DITCH AREA LOCATION**

All drainage and irrigation facilities, including but not limited to drainage and irrigation ditches, pipelines, culverts, pumps and gates, which are located in the following described areas in Hidalgo County, Texas:

**Area A:** An area described as FM 1925 for the northern boundary of Area A, State Highway 107 for the southern boundary of Area A, FM 493 for the western boundary of Area A, and the USIBWC North Floodway Levee for the eastern boundary of Area A. Total distance of all Area A drainage ditch: 14.42 miles; and

**Area B:** An area described as State Highway 107 for the northern boundary of Area B, Mile 15 ½ N. for the southern boundary of Area B, Mile 6 W. for the western boundary of Area B, and the USIBWC North Floodway Levee for the eastern boundary of Area B. Total distance of all Area B drainage ditch: 7.63 miles; and

**Area C:** An area described as Mile 16 N. for the northern boundary of Area C, Mile 14 N. for the southern boundary of Area C, FM 493 for the western boundary of Area C, and Mile 1 W. for the eastern boundary of Area C. Total distance of all Area C drainage ditch: 9.73 miles; and

**Area D:** An area described as Mile 16 N. for the northern boundary of Area D, Mile 12 ½ N. for the southern boundary of Area D, Mile 4 W. for the western boundary of Area D, and Mile 1 W. for the eastern boundary of Area D. Total distance of all Area D drainage ditch: 6.04 miles; and

**Area E:** An area described as Mile 13 N. for the northern boundary of Area E, Mile 10 N. for the southern boundary of Area E, FM 493 for the western boundary of Area E, and FM 491 for the eastern boundary of Area E. Total distance of all Area E drainage ditch: 13.02 miles; and

**Area F:** An area described as Mile 15 ½ N. for the northern boundary of Area F, Mile 12 ½ N. for the southern boundary of Area F, FM 493 for the western boundary of Area F, and FM 88 for the eastern boundary of Area F. Total distance of all Area F drainage ditch: 7.59 miles; and

**Area G:** An area described as FM 1925 for the northern boundary of Area G, Mile 15 N. for the southern boundary of Area G, FM 1015 for the western boundary of Area G, and Mile 1 W. for the eastern boundary of Area G. Total distance of all Area G drainage ditch: 5.75 miles; and

**Area H:** An area described as Mile 13 N. for the northern boundary of Area H, Mile 11 N. for the southern boundary of Area H, FM 493 for the western boundary of Area H, and Mile 4 W. for the eastern boundary of Area H. Total distance of all Area H drainage ditch: 3.59 miles; and

**Area I:** An area described as Mile 12 N. for the northern boundary of Area I, Mile 9 N. for the southern boundary of Area I, Mile 4 ½ W. for the western boundary of Area I, and FM 1015 for the eastern boundary of Area I. Total distance of all Area I drainage ditch: 3.67 miles; and

**Area J:** An area described as Mile 8 N. for the northern boundary of Area J, US Highway 83 for the southern boundary of Area J, Mile 3 ½ W. for the western boundary of Area J, and the USIBWC North Floodway Levee for the eastern boundary of Area J. Total distance of all Area J drainage ditch: 3.50 miles; and

**Area K:** An area described as Mile 8 N. for the northern boundary of Area K, Mile 6 W. for the southern boundary of Area K, Mile 1 ½ E. for the western boundary of Area K, and Mile 3 E./Cameron County border for the eastern boundary of Area K. Total distance of all Area K drainage ditch: 4.74 miles; and

**Area L:** An area described as Mile 10 N. for the northern boundary of Area L, Mile 8 N. for the southern boundary of Area L, FM 1015 for the western boundary of Area L, and the USIBWC North Floodway Levee for the eastern boundary of Area L. Total distance of all Area L drainage ditch: 3.66 miles; and

**Area M:** An area described as Mile 10 N. /USIBWC North Floodway Levee for the northern boundary of Area M, Business US Highway 83 for the southern boundary of Area M, FM 491 for the western boundary of Area M, and Mile 1 E. for the eastern boundary of Area M. Total distance of all Area M drainage ditch: 4.16 miles; and

**Area N:** An area described as W. 14<sup>th</sup> St. for the northern boundary of Area N, Arroyo Colorado for the southern boundary of Area N, USIBWC North Floodway Levee for the western boundary of Area N, and S. Georgia Ave. for the eastern boundary of Area N. Total distance of all Area N drainage ditch: 0.83 miles; and

## **EXHIBIT "B"**

All drainage facilities and land immediately adjacent land thereto, other than Irrigation Facilities, (as described on Exhibit A) whether held by fee or easement, by Hidalgo County Irrigation District No. Nine.

## **EXHIBIT "C"**

**EXHIBIT "C"**

STATE OF TEXAS           §

COUNTY OF HIDALGO   §     **EASEMENT**

That Hidalgo and Cameron Counties Irrigation District No. 9 for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to them in hand paid by Hidalgo County, the receipt of which is hereby acknowledged and confessed, has Granted, Bargained and Conveyed and by these presents does Grant, Bargain and Convey unto the said Hidalgo County, its successors or assigns, the non-exclusive right for the free and uninterrupted use, liberty and privilege of passage in, along, upon and across that certain tracts of land situated in Hidalgo County, Texas, described as follows, to wit:

Those drainage facilities and land immediately adjacent to such drainage facilities which are located adjacent to relatively near Hidalgo and Cameron Counties Irrigation District No. 9's irrigation facilities in Hidalgo County Irrigation District No. Nine such tract of land being more particularly described on Exhibit A and attached hereto for all purposes.

See Exhibit A incorporated herein at this point for all purposes.

FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, EXCAVATING, DIGGING, MAINTAINING AND OPERATING A DRAINAGE DITCH, SPOIL BANK, LEVEES, ROADWAY AND STRUCTURES NECESSARY FOR THE DISPOSAL OF ACCUMULATIVE AND EXCESSIVE RAINFALL AND/OR FLOOD WATER, TOGETHER WITH FREE INGRESS AND EGRESS AT ALL REASONABLE TIMES TO AND FROM SAID PROPERTY DESCRIBED ABOVE, FOR THE PURPOSE OF DOING AND PERFORMING, OR HAVING PERFORMED, ANY AND ALL ACTS AND FUNCTIONS AND ACTS NECESSARY AND INCIDENT TO THE CONSTRUCTING, RECONSTRUCTING, EXCAVATING, DIGGING, MAINTAINING AND OPERATING OF A DRAINAGE DITCH, SPOIL BANK, LEVEES, ROADWAYS AND STRUCTURES IN, ALONG, OVER AND ACROSS THE PROPERTY DESCRIBED ABOVE.

GRANTOR SHALL HAVE FULL USE AND CONTROL OF THE SPOIL BANK DIRT SUCH USE AND CONTRACT SHALL NOT INCLUDE THE BERM AREAS TO BE ESTABLISHED BY HIDALGO CUNTY.

TO HAVE AND TO HOLD, ALL AND SINGULAR, THE EASEMENT PRIVILEGE AFORESTATED, UNTO HIDALGO COUNTY, ITS SUCCESSORS OR ASSIGNS; THIS EASEMENT BEING CONDITIONED, HOWEVER, THAT THE TITLE IN AND TO ALL OIL, GAS AND OTHER MINERALS IN AND UNDER SAID LAND SHALL BE AND REMAIN VESTED IN THE PRESENT OWNERS, THEIR HEIRS OR ASSIGNS, WITHOUT, HOWEVER, ANY RIGHT WHATEVER REMAINING TO HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT NO. 9 OF INGRESS AND EGRESS TO OR FROM THE SURFACE OF SAID LAND FOR THE PURPOSE OF EXPLORING, DRILLING, DEVELOPING OR MINING OF THE SAME.

WITNESS our hands this the \_\_\_\_ day of \_\_\_\_\_, 2009.

HIDALGO AND CAMERON COUNTIES IRRIGATION  
DISTRICT NO. 9

BY: \_\_\_\_\_  
Bobby Sparks, PRESIDENT

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_ known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office, this the \_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Notary Public State of Texas

**TRANSFER OF EASEMENTS**

Date: \_\_\_\_\_, 2009

Holder of Easements: Hidalgo and Cameron Counties Irrigation District No.  
9

Holder's Mailing Address: Board of Directors  
301 E. 2nd  
Mercedes, Texas 78570

Transferee: Hidalgo County

Transferee's Mailing Address: Hidalgo County Judge's  
Office  
Administration Building  
P. O. Box 1356  
Edinburg, Texas 78539

Easements: All unrecorded and recorded easements in and to drainage ditches and facilities held or claimed by Holder of Easements as shown by map attached hereto as Exhibit A.

Consideration: Ten Dollars (\$10.00) and other good and valuable consideration including but not limited to Transferee's agreement to maintain the easements for drainage associated or related purposes.

Holder of Easements sells, transfers, conveys and quit claims to Transferee, all of Holder's of Easements right, title and interests in the Easements effective as of the Date stated above.

HIDALGO AND CAMERON COUNTIES IRRIGATION  
DISTRICT NO. 9

By: \_\_\_\_\_  
Bobby Sparks, President

ACCEPTED:

HIDALGO COUNTY

By: \_\_\_\_\_  
Juan De Dios ("J.D.") Salinas, III, Chairman Board of  
Directors

STATE OF TEXAS                   §  
   §  
COUNTY OF HIDALGO           §

This instrument was acknowledged before me on \_\_\_\_ day of \_\_\_\_\_, 2009 by of HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT NO. 9, in the capacity stated therein.

\_\_\_\_\_  
Notary Public, State of Texas

AFTER RECORDING RETURN TO:  
Hidalgo County Judge's Office  
Administration Building  
P. O. Box 1356  
Edinburg, Texas 78539

**EXHIBIT D-1**

**QUITCLAIM**

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

Date: \_\_\_\_\_, 2009

Grantor: Hidalgo and Cameron Counties Irrigation District No. Nine

Grantor's Mailing Address: 301 E. 2nd  
Mercedes, Hidalgo County, Texas 78570

Grantee: Hidalgo County

Grantee's Mailing Address: 100 E. Cano, 2<sup>nd</sup> Floor  
Edinburg, Hidalgo County, Texas 78539

Consideration: Ten Dollars (\$10.00) and other good and valuable consideration

Property (including any improvements): See Exhibit A attached hereto and incorporated herein at this point for all purposes.

For the Consideration, Grantor quitclaims to Grantee all of Grantor's right, title, and interest in and to the Property, AS IS to have and to hold it to Grantee and Grantee's, successors, and assigns forever. Neither Grantor nor Grantor's, successors, or assigns will have, claim, or demand any right or title to the Property or any part of it.

When the context requires, singular nouns and pronouns include the plural.

Hidalgo and Cameron Counties Irrigation  
District No. 9

By: \_\_\_\_\_

Its: \_\_\_\_\_

(ACKNOWLEDGMENT)

STATE OF TEXAS §

COUNTY OF HIDALGO §

This instrument was acknowledged before me on \_\_\_\_\_, 2009  
by \_\_\_\_\_, of HIDALGO AND CAMERON COUNTIES IRRIGATION  
DISTRICT NO. 9, in the capacity therein stated.

\_\_\_\_\_  
Notary Public, State of Texas

**EXHIBIT D-2**

**AFFIDAVIT**

DATE: \_\_\_\_\_, 2009

AFFIANT: \_\_\_\_\_

Affiant on oath swears that the following statements are true and are within the personal knowledge of Affiant:

Affiant has personal knowledge that the real property known as \_\_\_\_\_ and as identified in the attached Exhibit "A" has been used as a drainage ditch ("Drainage Ditch") by Hidalgo and Cameron Counties Irrigation District No. 9 for more than ten (10) years and that such Drainage Ditch has been exclusively and continuously used by Hidalgo and Cameron Counties Irrigation District No. 9 for drainage purposes of land adjacent to such Drainage Ditch, including but not limited to farmland.

Affiant has personal knowledge that such Drainage Ditch has been maintained and operated for more than ten (10) years by the Hidalgo and Cameron Counties Irrigation District No. 9 and to the best of his knowledge no individual, adjacent landowner or other entity has ever constructed, operated or maintained the Drainage Ditch for any purpose nor has any individual, adjacent landowner or entity expressed an interest or claimed any interest in such Drainage Ditch, other than Hidalgo and Cameron Counties Irrigation District No. 9.

Affiant has personal knowledge that the adjacent landowners induced the belief that each intended for the Hidalgo and Cameron Counties Irrigation District No. 9 to maintain, repair, operate, possess and own all rights to the Drainage Ditch. Affiant has further personal knowledge that the Hidalgo and Cameron Counties Irrigation District No. 9 has acquired, maintained and operated the Drainage Ditch by open, notorious, continuous, exclusive and adverse use for more than 10 years and that the use of the Drainage Ditch by Hidalgo and Cameron Counties Irrigation District No. 9 has caused the public to rely on the adjacent landowner's actions or inactions to cause the Drainage Ditch to become a public benefit and that the public is better served because of the Drainage Ditch.

SUBSCRIBED AND SWORN TO before me on \_\_\_\_\_ by

\_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Texas

THE STATE OF TEXAS §  
  §  
COUNTY OF HIDALGO §

This instrument was acknowledged before me on \_\_\_\_\_,  
2009 by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Stephen L. Crain  
Atlas & Hall, L.L.P.  
P. O. Box 3725  
McAllen, Texas 78502-3725

**EXHIBIT "E"**

## EASEMENT AND ACCESS AGREEMENT

**Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.**

Date: \_\_\_\_\_

First Party: Hidalgo and Cameron Counties Irrigation District No. 9

First Party's Mailing Address: Hidalgo County Irrigation District No. 9  
301 E. 2<sup>nd</sup>  
Mercedes, Hidalgo County, Texas 78570

Second Party: Hidalgo County

Second Party's Mailing Address: Hidalgo County  
Attention: County Judge  
100 E. Cano, 2<sup>nd</sup> Floor  
Edinburg, Hidalgo County, Texas 78541

First Party's Property: See Exhibit "A" attached hereto and incorporated herein at this point for all purpose.

Easement Purpose: For providing free and uninterrupted pedestrian and vehicular ingress to, over and across First Party's Property and portions thereof for access to Second Party's drainage ditches and facilities for Second Party to construct, maintain and operate Second Party's drainage ditches and facilities.

Consideration: Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties.

Reservations from Conveyance of First Party's Property: None

Exceptions to Warranty of First Party's Property: None

Grants of Easements:

First Party, for the Consideration grants, sells, and conveys to Second Party and Second Party's successors, and assigns an easement to, over, and across First Party's Property for the Easement Purpose, together with all and singular the rights and appurtenances thereto in any way

belonging, to have and to hold the easement, rights, and appurtenances to Second Party and Second Party's, successors, and assigns forever. First Party binds First Party and First Party's, successors, and assigns to warrant and forever defend the title to the easement, rights, and appurtenances in Second Party and Second Party's, successors, and assigns against every person whomsoever lawfully claiming or to claim the easement, rights, or appurtenances, or any part thereof, to the extent that such claim arises by, through, or under First Party but not otherwise.

The easements, rights, and appurtenances hereby granted by First Party are referred to herein as the "Easements." First Party's Property are sometimes referred to herein collectively as the "Properties." First Party and Second Party are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

Terms and Conditions: The following terms and conditions apply to the Easements granted by this agreement:

1. *Duration of Easement.* The duration of the Easement is perpetual.
2. *Nonexclusiveness of Easements.* The Easements are nonexclusive, and First Party reserves for itself and its successors, and assigns the right to use all or part of the Easements in conjunction with Second Party and the right to convey to others the right to use all or part of the Easements in conjunction with the Second Party, as long as such further conveyance is subject to the terms of this agreement and does not interfere with improvements to the Easements made by Second Party.
3. *Use and Location of Easements.* Second Party will be entitled to exercise direct access to and between the First party's Properties without interference except as set forth in this Agreement and to use any portion of First Party's Properties in exercising the Easements. Second Party may make improvements to First Party's Properties, including but not limited to the right to erect, construct, install, expand, dig and maintain a drainage ditch, spoil bank, levees, roadways and structures necessary for the disposal at accumulative and excessive rainfall and/or floodwater and thereafter use, operate, reconstruct, excavate, dig, inspect, repair, expand, maintain, replace and remove drainage ditches, spoil banks, levees, pipes, gates, roadways and structures necessary for the disposal of accumulative and excessive rainfall and/or floodwater for drainage purposes only to the extent that such improvements will not unreasonably interfere with or restrict the use of First Party of the irrigation system of First Party.
4. *Rights Reserved.* First Party reserves for itself, successors, and assigns the right to continue to use and enjoy the surface of First Party's

Properties for all purposes that do not unreasonably interfere with or interrupt the use or enjoyment of the Easements granted herein to Second Party.

5. *Equitable Rights of Enforcement.* These Easements may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the Parties to or those benefited by this Agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

6. *Attorney's Fees.* If either Party retains an attorney to enforce this Agreement, the Party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

7. *Binding Effect.* This Agreement binds and inures to the benefit of the Parties and their respective heirs, successors, and permitted assigns.

8. *Choice of Law.* This Agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any other jurisdiction. Venue is in the county or counties in which the Properties are located.

9. *Counterparts.* This Agreement may be executed in any number of counterparts with the same effect as if all signatory Parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

10. *Waiver of Default.* It is not a waiver of or consent to default if the nondefaulting Party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this Agreement does not preclude pursuit of other remedies in this Agreement or provided by law.

11. *Further Assurances.* Each signatory Party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this Agreement and all transactions contemplated by this Agreement.

12. *Integration.* This Agreement contains the complete Agreement of the Parties and cannot be varied except by written Agreement of the

Parties. The Parties agree that there are no oral Agreements, representations, or warranties that are not expressly set forth in this Agreement.

13. *Legal Construction.* If any provision in this Agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the Parties, the unenforceability will not affect any other provision hereof, and this Agreement will be construed as if the unenforceable provision had never been a part of the Agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this Agreement are for reference only and are not intended to restrict or define the text of any section. This Agreement will not be construed more or less favorably between the Parties by reason of authorship or origin of language.

14. *Notices.* Any notice required or permitted under this Agreement must be in writing. Any notice required by this Agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

15. *Recitals.* Any recitals in this Agreement are represented by the Parties to be accurate, and constitute a part of the substantive Agreement.

16. *Time.* Time is of the essence. Unless otherwise specified, all references to "days" mean calendar days. Business days exclude Saturdays, Sundays, and legal public holidays. If the date for performance of any obligation falls on a Saturday, Sunday, or legal public holiday, the date for performance will be the next following regular business day.

Hidalgo and Cameron Counties Irrigation  
District No. 9

By: \_\_\_\_\_  
Bobby Sparks,  
Its: President

Hidalgo County

By: \_\_\_\_\_

Its: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Arturo Guajardo, Jr., Hidalgo County Clerk

(ACKNOWLEDGMENT)

STATE OF TEXAS       §

COUNTY OF HIDALGO   §

This instrument was acknowledged before me on \_\_\_\_\_, 2009  
by \_\_\_\_\_, of HIDALGO AND CAMERON COUNTIES  
IRRIGATION DISTRICT NO. 9, in the capacity therein stated.

\_\_\_\_\_  
Notary Public, State of Texas

**EXHIBIT "F"**

## **EXHIBIT A**

### **Easement and Access Agreement**

All rights, title and interests in and to all easements held by Hidalgo and Cameron Counties Irrigation District No. 9 in and to all drainage ditches of Hidalgo and Cameron Counties Irrigation District No. 9 as shown by the map attached hereto

STATE OF TEXAS       §  
                                  §  
COUNTY OF HIDALGO   §

**INTERLOCAL COOPERATION AGREEMENT  
BETWEEN DONNA IRRIGATION DISTRICT NO. 1, INC.  
AND HIDALGO COUNTY**

THIS Agreement is made on this the \_\_\_\_\_ day of \_\_\_\_\_, 2009 by and between HIDALGO COUNTY, hereinafter referred to as "Hidalgo County" and DONNA IRRIGATION DISTRICT NO. 1, INC. hereinafter referred to as "Irrigation District", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

**W I T N E S S E T H:**

**WHEREAS**, Irrigation District has rights and interests in and to irrigation facilities and irrigation properties adjacent to such irrigation facilities situated in the County of Hidalgo, Texas, some of which are more particularly described in Exhibit "A" (the "Irrigation Facilities" or "Irrigation Facility");

**WHEREAS**, Irrigation District has rights and interests in property consisting of drainage facilities and land immediately adjacent to such drainage facilities (the "Ditches") which are located adjacent to or relatively near its irrigation facilities for the purpose of drainage, the description of which is attached hereto as Exhibit "B";

**WHEREAS**, Hidalgo County, pursuant to its statutory authority, is responsible for proper drainage in Hidalgo County;

**WHEREAS**, the majority of the drainage water that enters into the Ditches originates from Hidalgo County;

**WHEREAS**, Irrigation District and Hidalgo County, desire that Hidalgo County and Irrigation District jointly use, the Ditches, that Hidalgo County maintain and improve all of, the Ditches and that Irrigation District will later convey to Hidalgo County the Ditches for drainage purposes;

**WHEREAS**, Irrigation District desires to grant a non- exclusive easement to Hidalgo County in, over and across the Irrigation Facilities to the extent, it is reasonably necessary to access the Ditches, for the maintenance, operation, expansion or repair of the Ditches (the "Easement");

**WHEREAS**, Hidalgo County desires to, maintain and operate the Ditches in order for the Ditches to adequately serve the drainage needs of Hidalgo County;

**WHEREAS**, Irrigation District will benefit from the improvements to the Ditches and Hidalgo County's maintenance and operation thereof; and

**WHEREAS**, Hidalgo County has determined it would be in the best interest of residents of Hidalgo County for Hidalgo County to expand, repair, maintain and operate the Ditches described above;

**NOW, THEREFORE**, Hidalgo County and Irrigation District, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. Irrigation District grants Hidalgo County a non-exclusive easement to jointly use the Ditches for the purpose of expansion, repair, maintenance or operation of the Ditches and Irrigation District shall execute the Easement attached hereto as Exhibit C within ten (10) days of the date of this Agreement. Such easement from Irrigation District shall be AS IS, WHERE IS, WITH ALL FAULTS.
2. Within six months of the date of this Agreement, Hidalgo County, will, at the sole expense of Hidalgo County begin to obtain surveys of the Irrigation Facilities and the Ditches in order to secure metes and bounds descriptions of both the Irrigation Facilities and Ditches. Hidalgo County will have a period of five (5) years to complete, such surveys and legal descriptions.
3. Irrigation District, during such five (5) year period described in numbered paragraph 2, upon presentation by Hidalgo County of surveyed metes and bounds descriptions of various phases of the Ditches shall grant, sell, transfer and convey to Hidalgo County the Ditches and shall execute for each such phase of the Ditches so surveyed and described a quitclaim deed to Hidalgo County in substantially the form attached hereto as Exhibit D-1 and a Transfer of Easement in substantially the form attached hereto as Exhibit D-2. Such quitclaim and transfer of easement from Irrigation District shall be AS IS, WHERE IS, WITH ALL FAULTS.
4. Irrigation District shall attempt to locate and find persons with knowledge of each phase of the surveyed metes and bounds description of the Ditches presented by Hidalgo County of Irrigation District's open, notorious and continuous use of the Ditches for an uninterrupted period of at least ten (10) years and shall use its best efforts to cause such persons with knowledge to execute affidavits in substantially the form of the affidavit attached hereto as Exhibit "E" (the "Affidavit") for each of the Ditches. Irrigation District shall use its best efforts to have the Affidavit executed and present same to Hidalgo County within ten (10) days following the date of presentment of the request for Affidavit by Hidalgo County.
5. Irrigation District will execute the document substantially in the form attached hereto as Exhibit "F" conveying an easement to Hidalgo County for access to, construction, maintenance, repair and operation of the Ditches and drainage facilities within ten (10) days following the date of presentment of same by Hidalgo County. Such easement from Irrigation District shall be AS IS, WHERE IS, WITH ALL FAULTS.

6. Irrigation District further agrees, that on or after the date of this Agreement, it will not transfer or convey any rights to or in any Irrigation Facilities (as specifically limited and defined herein) adjacent to Ditches not previously transferred to Hidalgo County to any party without first offering, in writing, the Irrigation Facility to Hidalgo County at the same cost and under the same terms as in the offer presented to Irrigation District. Hidalgo County shall have thirty (30) days to determine whether Hidalgo County desires to accept or reject such offer. If Hidalgo County does not respond to the offer by Irrigation District in this numbered paragraph 6 within thirty (30) days of receipt, then Irrigation District may transfer such Irrigation Facility offered to Hidalgo County without any claim by Hidalgo County to such Irrigation Facility, provided any such transfer shall be burdened by the access easement in favor of Hidalgo County.
7. The acquisition of additional right of way for the expansion of any of the Ditches will be the sole responsibility and cost of Hidalgo County.
8. Hidalgo County shall allow connections of any agricultural use field drain or agricultural sub soil drain to the Ditches provided that such field drain or agricultural or sub soil drain is draining agricultural lands and no significant part of any such land is used for any non agricultural use. It shall not be necessary for the owner of any such field drain or sub soil drain to file an application with Hidalgo County for such use. As used herein agricultural use would include the homestead and equipment storage facility for the owner of the land. Upon any subdivision of any such agricultural use property, applicable subdivision regulations at the time of such subdivision with respect to the continued availability of the use of such drains or the requirement of new drains for any such subdivisions must be followed.
9. The design for the improvements and expansion of the Ditches will be the sole responsibility and cost of Hidalgo County.
10. Hidalgo County shall provide funds for all necessary supplies, labor and equipment to construct and install the improvements and maintenance and operation of the Ditches conveyed by Irrigation District to Hidalgo County.
11. **Conflict of Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between 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 later 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.
12. **No Waiver.** No waiver by any party hereto of any breach of any provision of this



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.

19. **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.
20. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns where permitted by this Agreement.
21. **Assignment.** This Agreement shall not be assignable provided, however, Hidalgo County may assign this Agreement to Hidalgo County Drainage District No. 1 and/or its successors.
22. **Headings.** The headings and captions contained in this Agreement are solely for convenience and reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.
23. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.
24. **Authority to Execute.** The execution and performance of this Agreement by Hidalgo County and Irrigation District have been duly authorized by all necessary laws, resolutions or governmental action, and this Agreement constitutes the valid and enforceable obligations of Hidalgo County and Irrigation District in accordance with its terms.
25. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

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

**HIDALGO COUNTY**

By: \_\_\_\_\_  
J.D. Salinas, III, County Judge

**ATTEST:**

\_\_\_\_\_  
Arturo Guajardo, Jr., County Clerk

**DONNA IRRIGATION DISTRICT NO. 1, INC.**

By: \_\_\_\_\_  
ROSENDO GUZMAN, PRESIDENT

**APPROVED AS TO FORM:**

ATLAS & HALL, L.L.P.

By: \_\_\_\_\_  
Stephen L. Crain

## **EXHIBIT A: DRAINAGE DITCH AREA LOCATION**

All drainage and irrigation facilities, including but not limited to drainage and irrigation ditches, pipelines, culverts, pumps and gates, which are located in the following described in fifteen areas in Hidalgo County, Texas:

**Area O:** An area described as Hutch St. For the northern boundary of Area O, Calle Chaparral Rd. For the southern boundary of Area O, S. River Rd. for the western boundary of Area O, and FM 493 for the eastern boundary of Area O. Total distance of all Area O drainage ditch: 1.15 miles.

## **EXHIBIT "B"**

All drainage facilities and land immediately adjacent thereto, other than Irrigation Facilities, (as described on Exhibit A) whether held by fee or easement, by Donna Irrigation District No. 1, Inc.

**EXHIBIT "C"**

STATE OF TEXAS           §  
COUNTY OF HIDALGO   §     EASEMENT

That Donna Irrigation District No. 1, Inc. for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to them in hand paid by Hidalgo County, the receipt of which is hereby acknowledged and confessed, has Granted, Bargained and Conveyed and by these presents does Grant, Bargain and Convey unto the said Hidalgo County, its successors or assigns, the non-exclusive right for the free and uninterrupted use, liberty and privilege of passage in, along, upon and across that certain tracts of land situated in Hidalgo County, Texas, described as follows, to wit:

Those drainage facilities and land immediately adjacent to such drainage facilities which are located adjacent to relatively near Donna Irrigation District No. 1's, Inc. irrigation facilities in Donna Irrigation District No. 1, Inc. such tract of land being more particularly described on Exhibit A and attached hereto for all purposes.

See Exhibit A incorporated herein at this point for all purposes.

FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, EXCAVATING, DIGGING, MAINTAINING AND OPERATING A DRAINAGE DITCH, SPOIL BANK, LEVEES, ROADWAY AND STRUCTURES NECESSARY FOR THE DISPOSAL OF ACCUMULATIVE AND EXCESSIVE RAINFALL AND/OR FLOOD WATER, TOGETHER WITH FREE INGRESS AND EGRESS AT ALL REASONABLE TIMES TO AND FROM SAID PROPERTY DESCRIBED ABOVE, FOR THE PURPOSE OF DOING AND PERFORMING, OR HAVING PERFORMED, ANY AND ALL ACTS AND FUNCTIONS AND ACTS NECESSARY AND INCIDENT TO THE CONSTRUCTING, RECONSTRUCTING, EXCAVATING, DIGGING, MAINTAINING AND OPERATING OF A DRAINAGE DITCH, SPOIL BANK, LEVEES, ROADWAYS AND STRUCTURES IN, ALONG, OVER AND ACROSS THE PROPERTY DESCRIBED ABOVE.

GRANTOR SHALL HAVE FULL USE AND CONTROL OF THE SPOIL BANK DIRT SUCH USE AND CONTRACT SHALL NOT INCLUDE THE BERM AREAS TO BE ESTABLISHED BY HIDALGO CUNTY.

TO HAVE AND TO HOLD, ALL AND SINGULAR, THE EASEMENT PRIVILEGE AFORESTATED, UNTO HIDALGO COUNTY, ITS SUCCESSORS OR ASSIGNS; THIS EASEMENT BEING CONDITIONED, HOWEVER, THAT THE TITLE IN AND TO ALL OIL, GAS AND OTHER MINERALS IN AND UNDER SAID LAND SHALL BE AND REMAIN VESTED IN THE PRESENT OWNERS, THEIR HEIRS OR ASSIGNS, WITHOUT, HOWEVER, ANY RIGHT WHATEVER REMAINING TO HIDALGO COUNTY AND DONNA IRRIGATION DISTRICT NO. 1, INC. OF INGRESS AND EGRESS TO OR FROM THE SURFACE OF SAID LAND FOR THE PURPOSE OF EXPLORING, DRILLING, DEVELOPING OR MINING OF THE SAME.

WITNESS our hands this the \_\_\_\_ day of \_\_\_\_\_, 2009.

DONNA IRRIGATION DISTRICT NO. 1, INC.

BY: \_\_\_\_\_  
Rosendo Guzman, PRESIDENT

ACKNOWLEDGEMENT

STATE OF TEXAS       §  
COUNTY OF HIDALGO   §

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_ known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office, this the \_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Notary Public State of Texas

**TRANSFER OF EASEMENTS**

Date: \_\_\_\_\_, 2009

Holder of Easements: Donna Irrigation District No. 1, Inc.

Holder's Mailing Address: Board of Directors  
101 North FM 493  
Donna, Texas 78537

Transferee: Hidalgo County

Transferee's Mailing Address: Hidalgo County Judge's  
Office  
Administration Building  
P. O. Box 1356  
Edinburg, Texas 78539

Easements: All unrecorded and recorded easements in and to drainage ditches and facilities held or claimed by Holder of Easements as shown by map attached hereto as Exhibit A.

Consideration: Ten Dollars (\$10.00) and other good and valuable consideration including but not limited to Transferee's agreement to maintain the easements for drainage associated or related purposes.

Holder of Easements sells, transfers, conveys and quit claims to Transferee, all of Holder's of Easements right, title and interests in the Easements effective as of the Date stated above.

DONNA            IRRIGATION            DISTRICT            NO.  
1, INC.

By: \_\_\_\_\_  
Rosendo Guzman, President

ACCEPTED:

HIDALGO COUNTY

By: \_\_\_\_\_  
Juan De Dios ("J.D.") Salinas, III, Chairman Board of  
Directors

STATE OF TEXAS

§

COUNTY OF HIDALGO

§

§

This instrument was acknowledged before me on \_\_\_\_ day of \_\_\_\_\_,  
2008 by of DONNA IRRIGATION DISTRICT NO. 1, INC. in the capacity stated therein.

\_\_\_\_\_  
Notary Public, State of Texas

AFTER RECORDING RETURN TO:  
Hidalgo County Judge's Office  
Administration Building  
P. O. Box 1356  
Edinburg, Texas 78539

**EXHIBIT D-1**

## QUITCLAIM

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

Date: \_\_\_\_\_, 200\_\_

Grantor: Donna Irrigation District No. 1, Inc.

Grantor's Mailing Address: 101 North FM 493  
Donna, Hidalgo County, Texas 78537

Grantee: Hidalgo County

Grantee's Mailing Address: 100 E. Cano, 2<sup>nd</sup> Floor  
Edinburg, Hidalgo County, Texas 78539

Consideration: Ten Dollars (\$10.00) and other good and valuable consideration

Property (including any improvements): See Exhibit A attached hereto and incorporated herein at this point for all purposes.

For the Consideration, Grantor quitclaims to Grantee all of Grantor's right, title, and interest in and to the Property, AS IS to have and to hold it to Grantee and Grantee's, successors, and assigns forever. Neither Grantor nor Grantor's, successors, or assigns will have, claim, or demand any right or title to the Property or any part of it.

When the context requires, singular nouns and pronouns include the plural.

Donna Irrigation District No. 1, Inc.

By: \_\_\_\_\_

Its: \_\_\_\_\_

(ACKNOWLEDGMENT)

STATE OF TEXAS §

COUNTY OF HIDALGO §

This instrument was acknowledged before me on \_\_\_\_\_, 2009  
by \_\_\_\_\_, of DONNA IRRIGATION DISTRICT NO. 1, INC., in the  
capacity therein stated.

\_\_\_\_\_  
Notary Public, State of Texas

**AFFIDAVIT**

DATE: \_\_\_\_\_, 2009

AFFIANT: \_\_\_\_\_

Affiant on oath swears that the following statements are true and are within the personal knowledge of Affiant:

Affiant has personal knowledge that the real property known as \_\_\_\_\_ and as identified in the attached Exhibit "A" has been used as a drainage ditch ("Drainage Ditch") by Donna Irrigation District No. 1, Inc. for more than ten (10) years and that such Drainage Ditch has been exclusively and continuously used by Donna Irrigation District No. 1, Inc. for drainage purposes of land adjacent to such Drainage Ditch, including but not limited to farmland.

Affiant has personal knowledge that such Drainage Ditch has been maintained and operated for more than ten (10) years by the Donna Irrigation District No. 1, Inc. and to the best of his/her knowledge no individual, adjacent landowner or other entity has ever constructed, operated or maintained the Drainage Ditch for any purpose nor has any individual, adjacent landowner or entity expressed an interest or claimed any interest in such Drainage Ditch, other than Donna Irrigation District No. 1, Inc..

Affiant has personal knowledge that the adjacent landowners induced the belief that each intended for the Donna Irrigation District No. 1, Inc. to maintain, repair, operate, possess and own all rights to the Drainage Ditch. Affiant has further personal knowledge that the Donna Irrigation District No. 1, Inc. has acquired, maintained and operated the Drainage Ditch by open, notorious, continuous, exclusive and adverse use for more than 10 years and that the use of the Drainage Ditch by Donna Irrigation District No. 1, Inc. has caused the public to rely on the adjacent landowner's actions or inactions to cause the Drainage Ditch to become a public benefit and that the public is better served because of the Drainage Ditch.

SUBSCRIBED AND SWORN TO before me on \_\_\_\_\_ by

\_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Texas

THE STATE OF TEXAS §  
  §  
COUNTY OF HIDALGO §

This instrument was acknowledged before me on \_\_\_\_\_,  
2009 by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Stephen L. Crain  
Atlas & Hall, L.L.P.  
P. O. Box 3725  
McAllen, Texas 78502-3725

**EXHIBIT "E"**

## EASEMENT AND ACCESS AGREEMENT

**Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.**

Date: \_\_\_\_\_

First Party: Donna Irrigation District No. 1, Inc.

First Party's Mailing Address: Donna Irrigation District No. 1, Inc.  
101 North FM 493  
Donna, Hidalgo County, Texas 78537

Second Party: Hidalgo County

Second Party's Mailing Address: Hidalgo County  
Attention: County Judge  
100 E. Cano, 2<sup>nd</sup> Floor  
Edinburg, Hidalgo County, Texas 78541

First Party's Property: See Exhibit "A" attached hereto and incorporated herein at this point for all purpose.

Easement Purpose: For providing free and uninterrupted pedestrian and vehicular ingress to, over and across First Party's Property and portions thereof for access to Second Party's drainage ditches and facilities for Second Party to construct, maintain and operate Second Party's drainage ditches and facilities.

Consideration: Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties.

Reservations from Conveyance of First Party's Property: None

Exceptions to Warranty of First Party's Property: None

Grants of Easements:

First Party, for the Consideration grants, sells, and conveys to Second Party and Second Party's successors, and assigns an easement to, over, and across First Party's Property for the Easement Purpose, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold the easement, rights, and appurtenances

to Second Party and Second Party's, successors, and assigns forever. First Party binds First Party and First Party's, successors, and assigns to warrant and forever defend the title to the easement, rights, and appurtenances in Second Party and Second Party's, successors, and assigns against every person whomsoever lawfully claiming or to claim the easement, rights, or appurtenances, or any part thereof, to the extent that such claim arises by, through, or under First Party but not otherwise.

The easements, rights, and appurtenances hereby granted by First Party are referred to herein as the "Easements." First Party's Property are sometimes referred to herein collectively as the "Properties." First Party and Second Party are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

Terms and Conditions: The following terms and conditions apply to the Easements granted by this agreement:

1. *Duration of Easement.* The duration of the Easement is perpetual.
2. *Nonexclusiveness of Easements.* The Easements are nonexclusive, and First Party reserves for itself and its successors, and assigns the right to use all or part of the Easements in conjunction with Second Party and the right to convey to others the right to use all or part of the Easements in conjunction with the Second Party, as long as such further conveyance is subject to the terms of this agreement and does not interfere with improvements to the Easements made by Second Party.
3. *Use and Location of Easements.* Second Party will be entitled to exercise direct access to and between the First party's Properties without interference except as set forth in this Agreement and to use any portion of First Party's Properties in exercising the Easements. Second Party may make improvements to First Party's Properties, including but not limited to the right to erect, construct, install, expand, dig and maintain a drainage ditch, spoil bank, levees, roadways and structures necessary for the disposal at accumulative and excessive rainfall and/or floodwater and thereafter use, operate, reconstruct, excavate, dig, inspect, repair, expand, maintain, replace and remove drainage ditches, spoil banks, levees, pipes, gates, roadways and structures necessary for the disposal of accumulative and excessive rainfall and/or floodwater for drainage purposes only to the extent that such improvements will not unreasonably interfere with or restrict the use of First Party of the irrigation system of First Party.
4. *Rights Reserved.* First Party reserves for itself, successors, and assigns the right to continue to use and enjoy the surface of First Party's Properties for all purposes that do not unreasonably interfere with or

interrupt the use or enjoyment of the Easements granted herein to Second Party.

5. *Equitable Rights of Enforcement.* These Easements may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the Parties to or those benefited by this Agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

6. *Attorney's Fees.* If either Party retains an attorney to enforce this Agreement, the Party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

7. *Binding Effect.* This Agreement binds and inures to the benefit of the Parties and their respective heirs, successors, and permitted assigns.

8. *Choice of Law.* This Agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any other jurisdiction. Venue is in the county or counties in which the Properties are located.

9. *Counterparts.* This Agreement may be executed in any number of counterparts with the same effect as if all signatory Parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

10. *Waiver of Default.* It is not a waiver of or consent to default if the nondefaulting Party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this Agreement does not preclude pursuit of other remedies in this Agreement or provided by law.

11. *Further Assurances.* Each signatory Party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this Agreement and all transactions contemplated by this Agreement.

12. *Integration.* This Agreement contains the complete Agreement of the Parties and cannot be varied except by written Agreement of the Parties. The Parties agree that there are no oral Agreements,

representations, or warranties that are not expressly set forth in this Agreement.

13. *Legal Construction.* If any provision in this Agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the Parties, the unenforceability will not affect any other provision hereof, and this Agreement will be construed as if the unenforceable provision had never been a part of the Agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this Agreement are for reference only and are not intended to restrict or define the text of any section. This Agreement will not be construed more or less favorably between the Parties by reason of authorship or origin of language.

14. *Notices.* Any notice required or permitted under this Agreement must be in writing. Any notice required by this Agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

15. *Recitals.* Any recitals in this Agreement are represented by the Parties to be accurate, and constitute a part of the substantive Agreement.

16. *Time.* Time is of the essence. Unless otherwise specified, all references to "days" mean calendar days. Business days exclude Saturdays, Sundays, and legal public holidays. If the date for performance of any obligation falls on a Saturday, Sunday, or legal public holiday, the date for performance will be the next following regular business day.

Donna Irrigation District No. 1, Inc.

By: \_\_\_\_\_

Its: \_\_\_\_\_

Hidalgo County

By: \_\_\_\_\_

Its: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Arturo Guajardo, Jr., Hidalgo County Clerk

(ACKNOWLEDGMENT)

STATE OF TEXAS       §

COUNTY OF HIDALGO   §

This instrument was acknowledged before me on \_\_\_\_\_, 2009  
by \_\_\_\_\_, of DONNA IRRIGATION DISTRICT NO. 1, INC.  
in the capacity therein stated.

\_\_\_\_\_  
Notary Public, State of Texas

**EXHIBIT "F"**

## **EXHIBIT A**

### **Easement and Access Agreement**

All rights, title and interests in and to all easements held by Donna Irrigation District No. 1, Inc. in and to all drainage ditches of Donna Irrigation District No. 1, Inc. as shown by the map attached hereto as Exhibit A.

**Right-of-Way & Utility Adjustment Certifications  
CC REGULAR**

**Date:** 05/12/2009  
**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 "Relocation and Advisory Assistance Certification" and the "Utility Adjustment Certification" for North "I" Road Project.

**BACKGROUND**

**Fiscal Impact**

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

**BUDGETARY IMPACT:**

No fiscal impact. For Judge's signature only.

**Attachments**

Link: [Certifications](#)

**Form Routing/Status**

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Budget & Management	Veronica Lopez	05/08/2009 01:46 PM	APRV
2	Roland Garcia	Rolando Garcia	05/08/2009 02:02 PM	APRV
3	Auditor's Office		05/08/2009 05:25 PM	NEW
Form Started By: Yolanda Cisneros			Started On: 05/08/2009 01:13 PM	
Final Approval Date: 05/08/2009				

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## R. Gutierrez Engineering Corporation

May 8, 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 & Utility Adjustment Certifications  
Project No: ENG99.012

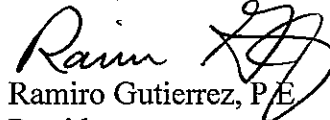
Dear Commissioner Palacios:

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. We previously submitted two items for signature by the County Judge. We now have two additional items that require the County Judge's signature. These are the "Relocation and Advisory Assistance Certification" and the "Utility Adjustment Certification".

TxDOT wants these items signed and returned to them by next Wednesday, May 13, 2009. Therefore, I am requesting that these items be placed on the agenda to authorize the County Judge to sign them on Tuesday, May 12, 2009. This will assure that the project continues on schedule to 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  
**HIGHWAY:** North "I" Road  
**COUNTY:** Hidalgo  
**LIMITS:** From US 281  
To Owassa Road

**RELOCATION AND ADVISORY ASSISTANCE CERTIFICATION**

THIS IS TO CERTIFY THAT THIS PROJECT DID NOT CAUSE ANY DISPLACEMENTS AND THE STEPS RELATIVE TO RELOCATION ADVISORY ASSISTANCE AND PAYMENTS UNDER THE CURRENT FHWA DIRECTIVES COVERING THE ADMINISTRATION OF THE HIGHWAY RELOCATION ASSISTANCE PROGRAM WERE NOT REQUIRED.

---

**MARIO JORGE, P.E.**  
**PHARR DISTRICT ENGINEER**

---

**J. D. SALINAS, III**  
**HIDALGO COUNTY JUDGE**

---

**DATE**

---

**DATE**

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

**UTILITY ADJUSTMENT CERTIFICATION**

**THIS IS TO CERTIFY THAT ALL UTILITIES WILL BE ADJUSTED IN ACCORDANCE WITH THE APPROPRIATE DIRECTIVES COVERING THE ADJUSTMENT OF UTILITIES BY LETTING DATE.**

<b>OWNER</b>	<b>UTILITY</b>	<b>STATION</b>	<b>STATUS</b>	<b>EST. COMP DATE</b>	<b>EFFECT ON CONSTRUCTION</b>	<b>RE-IMBURSABLE/ NON RE-IMBURSABLE</b>
N.A.W.S.C.	WATER LINE	7+00 to 97+96.79	IN THE PROCESS OF BEING ADJ.	MAY 31, 2009	NO EFFECT, UTILITY TO ADJ. PRIOR TO LET DATE	NON-REIMBURSABLE
AT&T	TELEPHONE	9+92.70 to 97+63.79	IN THE PROCESS OF BEING ADJ.	OCT 31, 2009	MINIMAL EFFECT, UTILITY ADJ. EARLY IN CONST PROJECT	NON-REIMBURSABLE
H.C.I.D. #2	IRRIG. LINE	20+80	WILL BE ADJ. AS PART OF CONSTRUCTION PROJECT	N/A	NO EFFECT, UTILITY TO ADJ. AS PART OF CONSTRUCTION PROJECT	NON-REIMBURSABLE
H.C.I.D. #2	IRRIG. LINE	24+91	WILL BE ADJ. AS PART OF CONSTRUCTION PROJECT	N/A	NO EFFECT, UTILITY TO ADJ. AS PART OF CONSTRUCTION PROJECT	NON-REIMBURSABLE
H.C.I.D. #2	IRRIG. LINE	60+89	WILL BE ADJ. AS PART OF CONSTRUCTION PROJECT	N/A	NO EFFECT, UTILITY TO ADJ. AS PART OF CONSTRUCTION PROJECT	NON-REIMBURSABLE
CITY OF EDINBURG	WATER LINE	6+92.13 to 73+65	IN THE PROCESS OF BEING ADJ.	AUG 31, 2009	NO EFFECT, UTILITY TO ADJ. PRIOR TO LET DATE	NON-REIMBURSABLE
CITY OF EDINBURG	SANITARY FORCE MAIN	49+50 TO 54+00	IN THE PROCESS OF BEING ADJ.	AUG 31, 2009	NO EFFECT, UTILITY TO ADJ. PRIOR TO LET DATE	NON-REIMBURSABLE
HESCO GATHERING	GAS LINE	44+42	IN THE PROCESS OF BEING ADJ.,	AUG 31, 2009	NO EFFECT, UTILITY TO ADJ. PRIOR TO LET DATE	NON-REIMBURSABLE
Magic Valley Electric Coop.	POWER POLES	6+92.13 to 97+63.79	IN THE PROCESS OF BEING ADJ.,	JUN 30, 2009	NO EFFECT, UTILITY TO ADJ. PRIOR TO LET DATE	NON-REIMBURSABLE
Time Warner Cable	CABLE	6+92.13 to 97+63.79	IN THE PROCESS OF BEING ADJ.,	AUG 31, 2009	NO EFFECT, UTILITY TO ADJ. PRIOR TO CONSTRUCTION START DATE	NON-REIMBURSABLE
Texas Gas Services	GAS LINE	21+00 TO 49+60	IN THE PROCESS OF BEING ADJ.,	AUG 31, 2009	NO EFFECT, UTILITY TO ADJ. PRIOR TO LET DATE	NON-REIMBURSABLE

**Mario Jorge, P.E., TxDOT**  
**DISTRICT ENGINEER**

**J.D. Salinas, III**  
**HIDALGO COUNTY JUDGE**

**DATE**

**DATE**

AI-15411

21.A.

**Resolution - Juvenile Accountability Block Grant (JABG) - Early Intervention Counseling Program  
CC REGULAR**

**Date:** 05/12/2009  
**Submitted By:** Manuel Chapa, BUDGET & MANAGEMENT  
**Department:** BUDGET & MANAGEMENT  
**Agenda Category:** Budget and Management

**Information**

**CAPTION**

Approval of resolution approving the submission of the application for the Juvenile Accountability Block Grant (JABG) - Early Intervention Counseling Program.

**BACKGROUND**

Grant amount \$38,148.00  
Local match estimated to be \$4,239.00  
Project Period-->September 1, 2009 thru August 31, 2010

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

**Fiscal Impact**

**FISCAL YEAR:** **ACCT. #:** 9-1286-423-00-330-005-0-XXX  
**FUNDS AVAILABLE Y/N?:** **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Grant amount \$38,148.00  
Local match estimated to be \$4,239.00

**Attachments**

Link: [Resolution](#)

**Form Routing/Status**

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Sergio Cruz	Sergio Cruz	05/08/2009 04:43 PM	APRV
2	Budget & Management	Angela Garcia	05/08/2009 04:46 PM	APRV
3	Auditor's Office		05/08/2009 05:25 PM	NEW

Form Started By: Manuel Chapa  
Started On: 05/08/2009 03:36 PM  
Final Approval Date: 05/08/2009

County of Hidalgo

State of Texas

RESOLUTION

WHEREAS, The Hidalgo County Commissioners' Court finds it in the best interest of the citizens of Hidalgo County, that the Juvenile Accountability Block Grant (JABG) - Early Intervention Counseling Program be operated for the period of September 1, 2009 thru August 31, 2010; and

WHEREAS, The Hidalgo County Commissioners' Court understands that there is an estimated matching requirement of \$4,239.00; and

WHEREAS, The Hidalgo County Commissioners' Court agrees that in the event of loss or misuse of the Juvenile Accountability Block Grant (JABG) funds, Hidalgo County Commissioners' Court assures that the funds will be returned to the grantor in full; and

WHEREAS, The Hidalgo County Commissioners' Court designates Hidalgo County Judge as the grantee's authorized official.

NOW, THEREFORE BE IT RESOLVED, that the Hidalgo County Commissioners' Court approved submission of the grant application for the Juvenile Accountability Block Grant (JABG) - Early Intervention Counseling Program.

ADOPTED THE \_\_\_\_\_ DAY OF MAY 2009.

SIGNED AND ENTERED ON THE ABOVE DATE BY THE FOLLOWING MEMBERS OF THE HIDALGO COUNTY COMMISSIONERS COURT

\_\_\_\_\_  
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

Attested to:

\_\_\_\_\_  
ARTURO GUAJARDO, JR.  
County Clerk

AI-15325

21.B.1.

**Interdepartmental Transfer: fringes (workers comp)**

**CC REGULAR**

**Date:** 05/12/2009  
**Submitted By:** Rosie Cantu, BUDGET & MANAGEMENT  
**Submitted For:** Extension Services  
**Department:** BUDGET & MANAGEMENT  
**Agenda Category:** Budget and Management      **Purchasing only:** Interdepartmental Transfers

**Information**

**CAPTION**

Extension Services (1100):  
Approval of 2009 interdepartmental transfer in the total amount of \$325.00 from Co Wide Contingency to Extension Services to fund salary related (w/c) expenditure.

**BACKGROUND**

**Fiscal Impact**

**FISCAL YEAR:** 2009      **ACCT. #:** 9-1100-415-00-115-002-0-899  
**FUNDS AVAILABLE Y/N?:** Y      **MATCHING FUNDS Y/N?:**  
**BUDGETARY IMPACT:**  
Available balance as of 05/06/09. rc

**Attachments**

Link: [Interdepartmental Transfer](#)

**Form Routing/Status**

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Budget & Management	Veronica Lopez	05/06/2009 11:42 AM	APRV
2	Sylvia Solis	Sylvia Solis	05/07/2009 10:46 AM	APRV
3	Auditor's Office		05/08/2009 05:25 PM	NEW

Form Started By: Rosie Cantu      Started On: 05/06/2009 08:59 AM  
Final Approval Date: 05/08/2009

# INTERDEPARTMENTAL TRANSFER REQUEST

**DATE:** May 6, 2009

2009

**DEPARTMENT HEAD:** RAUL SILGUERO, JR., BUDGET OFFICER

Transfer

**DEPARTMENT NAME:** DEPT. OF BUDGET & MANAGEMENT FOR EXTENSION SERVICES



**SUBJECT:** **INTERDEPARTMENTAL TRANSFER**

**Contact:** ROSIE CANTU  
**Ph#:** (956) 292-7025 EXT. 5408

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	Amount
<b>FROM:</b>		
9-1100-415-00-115-002-0-899	CO WIDE ADM-CONTINGENCY	(325.00)
<b>TO:</b>		
9-1100-461-00-380-001-0-260	TX AGRILIFE EXT-WORKERS COMP	325.00
<b>TOTAL BUDGET INCREASE/DECREASE</b>		<b>0.00</b>

**REASON:** INTERDEPARTMENTAL TRANSFER TO COVER BALANCE FOR WORKERS COMP EXPENDITURE.

\_\_\_\_\_  
**DEPARTMENT HEAD SIGNATURE**

\_\_\_\_\_  
**APPROVED COMMISSIONERS' COURT**

/ /  
 \_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**ATTEST COUNTY CLERK**

AI-15331

21.B.2.

**Interdepartmental Transfer - Pct#4 Drainage Improvement Project (1339)**

**CC REGULAR**

**Date:** 05/12/2009  
**Submitted By:** Jr. Munoz, COMM. PCT. #4  
**Department:** COMM. PCT. #4  
**Agenda Category:** Budget and Management

**Information**

**CAPTION**

Pct. #4 Drainage Improvement Projects C.O. 2009 Series (1339):  
Approval of 2009 interdepartmental transfer within Certificate of Obligation Series 2009 Precinct #4 Drainage Improvement Project from (program 036) to Aguilar Pond (program 038) \$6,800.00, Fike Pond (program 039) \$11,900.00, Dickerson Pond (program 048) \$40,800.00 & Guerra Pond (program 060) \$3,400.00 in the total amount of \$62,900.00 to fund project expenditures.

**BACKGROUND**

This transfer will be to cover Work Authorization #2 - Supplemental Agreement #1 in the amount of \$62,900.00 for contract #08-477-12-09

**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:**

Funding available as of 5-8-09.  
9-1339-431-00-124-036-0-890-->9-1339-431-124-038-0-733 \$ 6,800.00  
9-1339-431-00-124-036-0-890-->9-1339-431-124-039-0-733 \$11,900.00  
9-1339-431-00-124-036-0-890-->9-1339-431-124-048-0-733 \$40,800.00  
9-1339-431-00-124-036-0-890-->9-1339-431-124-060-0-733 \$ 3,400.00

**Attachments**

Link: [Transfer](#)

**Form Routing/Status**

Route	Seq	Inbox	Approved By	Date	Status
1		Budget & Management	Veronica Lopez	05/06/2009 11:45 AM	APRV
2		Manuel Chapa	Manuel Chapa	05/08/2009 09:13 AM	APRV
3		Auditor's Office		05/08/2009 05:25 PM	NEW

Form Started By: Jr. Munoz                      Started On: 05/06/2009 10:25 AM

Final Approval Date: 05/08/2009

DATE: May 12, 2009

**2009**

Transfer

AI# - 15331



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: Rumaldo 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
<b>From:</b>		
9-1339-431-00-124-036-0-890	CO2009 Pct4 Drain Improv.- Other	(62,900.00)
<b>To:</b>		
9-1339-431-00-124-038-0-733	CO2009 Pct4 Aguilar Pond - Drainage Ditches	\$6,800.00
9-1339-431-00-124-039-0-733	CO2009 Pct4 Fike Pond - Drainage Ditches	\$11,900.00
9-1339-431-00-124-048-0-733	CO2009 Pct4 Dickerson Pond - Drainage Ditches	\$40,800.00
9-1339-431-00-124-060-0-733	CO2009 Pct4 Guerra Pond - Drainage Ditches	\$3,400.00
<b>TOTAL BUDGET INCREASE (DECREASE)</b>		<b>0.00</b>

**REASON:**

Transfer to cover agenda item AI-15331 for Work Authorization #2 - Supplemental Agreement #1 for contract #08-477-12-09

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
DATE

\_\_\_\_\_  
ATTEST COUNTY CLERK

AI-15374

21.B.3.

**Transfer for SouthFork Drainage Lateral Project  
CC REGULAR**

**Date:** 05/12/2009  
**Submitted By:** Yolanda Cisneros, COMM. PCT. #2  
**Submitted For:** Yolanda Cisneros  
**Department:** COMM. PCT. #2  
**Agenda Category:** Budget and Management

**Information**

**CAPTION**

Pct. #2 CO 2009 Series (1339):  
Approval of 2009 interdepartmental transfer within Certificate of Obligation Series 2009, from the Precinct 2 Drainage Improvement Project (program 034) into SouthFork Estates (program 040) in the amount of \$87,000.00 for ROW.

**BACKGROUND**

**Fiscal Impact**

**FISCAL YEAR:** 2009                      **ACCT. #:** 9-1339-431-00-122-XXX-0-XXX  
**FUNDS AVAILABLE Y/N?:** Y                **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Funding (program 034) available in the amount of \$2,657,461.33 from Other (890) ----> into fund (program 040) in the amount of \$87,000.00 as of 05/06/2009.

9-1339-431-00-122-034-0-890-->9-1339-431-00-122-040-0-711 in the amount of \$87,000.00

**Attachments**

Link: [Inter-Dept. Transfer](#)

**Form Routing/Status**

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Budget & Management	Veronica Lopez	05/07/2009 08:38 AM	APRV
2	Roland Garcia	Rolando Garcia	05/07/2009 03:38 PM	APRV
3	Auditor's Office		05/08/2009 05:25 PM	NEW
Form Started By: Yolanda Cisneros			Started On: 05/06/2009 06:39 PM	
Final Approval Date: 05/08/2009				

DATE: May 6, 2009

2009  
Transfer



DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No.2  
CO 2009 Pct2 Drain Improvement

ACCOUNT NUMBER: 9-1339-431-00-122-XXX-0-XXX

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

Contact: Yoli Cisneros  
Ph#: 956-787-1891 Ext. 2002

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
9-1339-431-00-122-034-0-890	CO2009 PCT2 DRAIN IMPRV- OTHER	(87,000.00)
9-1339-431-00-122-040-0-711	CO2009 Pct2 SouthFork Estates - ROW	\$87,000.00
<b>TOTAL BUDGET INCREASE (DECREASE)</b>		

**REASON:**  
Transfer from CO 2009 PCT2 DRAIN IMPROVEMENTS-OTHER STRUCTURES to SouthFork Estates Drainage Lateral Project with Work Authorization #12 Approved on CCM on 9/09/2008.

\_\_\_\_\_  
DEPARTMENT HEAD SIGNATURE

\_\_\_\_\_  
APPROVED COMMISSIONERS' COURT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
ATTEST COUNTY CLERK

AI-15381

21.B.4.

**2009 Interdepartmental transfer for County Wide Insurance - General Insurance (1100)**

**CC REGULAR**

**Date:** 05/12/2009  
**Submitted By:** Rolando Garcia, BUDGET & MANAGEMENT  
**Department:** BUDGET & MANAGEMENT

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

**Information**

**CAPTION**

Co. Wide Insurance:  
Approval of a 2009 interdepartmental transfer from County Wide Administration (1100) to the County Wide Insurance (1100) in the amount of \$788.00.

**BACKGROUND**

To fund accident coverage insurance for volunteers.

**Fiscal Impact**

**FISCAL YEAR:** 2009  
**FUNDS AVAILABLE Y/N?:** Y  
**ACCT. #:** 9-1100-415-00-115-0XX-0-XXX  
**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

From 002-0-899 to 025-0-524 in the amount of \$788.00. Funding available for transfer as of 05/07/09.

**Attachments**

Link: [Interdept Transfer](#)

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/07/2009 03:56 PM	APRV
2	Dale Kennan	Dale Kennan	05/08/2009 11:19 AM	APRV
3	Auditor's Office		05/08/2009 05:25 PM	NEW

Form Started By: Rolando Garcia

Started On: 05/07/2009 10:19 AM

Final Approval Date: 05/08/2009

DATE: May 7, 2009

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Department of Budget & Management for  
General Insurance (1100)

ACCOUNT NUMBER: 9-1100-419-00-115-025-0-524

**2009**  
Transfer

AI-15381



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

Contact: Rolando Garcia  
Ph#: 292-7025 Ext. 5761

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
9-1100-415-00-115-002-0-899	CO WIDE ADM-CONTINGENCY	(788.00)
9-1100-419-00-115-025-0-524	INSURANCE-GENERAL INSURANCE	788.00
<b>TOTAL BUDGET INCREASE (DECREASE)</b>		<b>0.00</b>

REASON:  
Transfer to fund accident coverage for volunteers.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
ATTEST COUNTY CLERK

AI-15403

21.B.5.

**Interdepartmental transfer for rent & electricity, April thru July 2009**

**CC REGULAR**

**Date:** 05/12/2009  
**Submitted By:** Anna Galvan, BUDGET & MANAGEMENT  
**Submitted For:** 430th District Court  
**Department:** BUDGET & MANAGEMENT  
**Agenda Category:** Budget and Management

**Information**

**CAPTION**

430th District Court (1100):  
Approval of 2009 interdepartmental transfer in the amount of \$ 26,911.17 from Co. Wide Contingency to 430th District Court to fund rent and electricity expenditures for the months of April through July 2009.

**BACKGROUND**

**Fiscal Impact**

**FISCAL YEAR:** 2009                      **ACCT. #:** 9-1100-41X-00-X1X-00X-0-XXX  
**FUNDS AVAILABLE Y/N?:** Y                **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

9-1100-415-00-115-002-0-899 --> 9-1100-412-00-010-001-0-622 \$ 2,071.17  
9-1100-415-00-115-002-0-899 --> 9-1100-412-00-010-001-0-441 \$ 24,840.00

Funds available as of 05/08/2009

**Attachments**

Link: Rent & electricity for April thru July

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/08/2009 01:45 PM	APRV
2	Sylvia Solis	Sylvia Solis	05/08/2009 04:11 PM	APRV
3	Auditor's Office		05/08/2009 05:25 PM	NEW

Form Started By: Anna Galvan

Started On: 05/08/2009 11:41 AM

Final Approval Date: 05/08/2009

**INTERDEPARTMENTAL TRANSFER**

**AI-15403**

**DATE:** May 8, 2009

**DEPARTMENT HEAD:** Raul Silguero, Jr.

**DEPARTMENT NAME:** Department of Budget & Management for 430th District Court

**ACCOUNT NUMBER:** 9-1100-41X-00-X1X-00X-0-XXX

**SUBJECT:** **Interdepartmental Transfer/s (increase/decrease)**

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Interdepartmental transfer/s (increase/decrease) in accordance with Loc: Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
<b>FROM:</b>		
9-1100-415-00-115-002-0-899	County Wide Administration- Contingency	\$ (26,911.17)
<b>TO:</b>		
9-1100-412-00-010-001-0-622	430th District Court- Electricity	\$ 2,071.17
9-1100-412-00-010-001-0-441	430th District Court- Land & Building Rentals	\$ 24,840.00
<b>Total Budget (Increase/Decrease)</b>		<b>0.00</b>

**REASON:** Interdepartmental transfer to fund rent and electricity for April through July 2009.

\_\_\_\_\_  
Department Head Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Approved Commissioners' Court

\_\_\_\_\_  
Attest County Clerk

AI-15417

21.B.6.

**Transfer for SouthFork Drainage Lateral Project  
CC REGULAR**

**Date:** 05/12/2009  
**Submitted By:** Yolanda Cisneros, COMM. PCT. #2  
**Submitted For:** Yolanda Cisneros  
**Department:** COMM. PCT. #2  
**Agenda Category:** Budget and Management

**Information**

**CAPTION**

Pct. #2 CO 2009 Series (1339):  
Approval of 2009 interdepartmental transfer within Certificate of Obligation Series 2009, from the Precinct 2 Drainage Improvement Project (program 034) into SouthFork Estates (program 040) in the amount of \$12,000.00 for Drainage.

**BACKGROUND**

Work Authorization #5 on CCM Agenda for 05/12/2009 AI-15418

**Fiscal Impact**

**FISCAL YEAR:** 2009 **ACCT. #:** 9-1339-431-00-122-XXX-0-XXX  
**FUNDS AVAILABLE Y/N?:** Y/Pending **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Funding available as of 05/08/2009  
9-1339-431-00-122-034-0-890 ----->9-1339-431-00-122-040-0-733 in the amount of \$12,000.

**Attachments**

Link: [Inter-Dept. Transfer](#)

**Form Routing/Status**

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Budget & Management	Angela Garcia	05/08/2009 04:54 PM	APRV
2	Roland Garcia	Rolando Garcia	05/08/2009 05:11 PM	APRV
3	Auditor's Office		05/08/2009 05:25 PM	NEW
Form Started By: Yolanda Cisneros			Started On: 05/08/2009 04:40 PM	
Final Approval Date: 05/08/2009				

DATE: May 8, 2009

2009

Transfer



DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No.2  
CO 2009 Pct2 Drain Improvement

ACCOUNT NUMBER: 9-1339-431-00-122-XXX-0-XXX

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

Contact: Yoli Cisneros  
Ph#: 956-787-1891 Ext. 2002

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
9-1339-431-00-122-034-0-890	CO2009 PCT2 DRAIN IMPRV- OTHER	(12,000.00)
9-1339-431-00-122-040-0-733	CO2009 Pct2 SOUTHFORK ESTATES - DRAINAGE	\$12,000.00
<b>TOTAL BUDGET INCREASE (DECREASE)</b>		

REASON:  
Transfer from CO 2009 PCT2 DRAIN IMPROVEMENTS-OTHER STRUCTURES to cover Work Authorization #5(placed on Agenda) for Material Testing for SouthFork Estates Drainage Lateral Project

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

\_\_\_\_\_  
DATE

ATTEST COUNTY CLERK

AI-15415

21.C.1.

**Interfund transfer from R&B Countywide(1200) to TxDOT (1315)**

**CC REGULAR**

**Date:** 05/12/2009  
**Submitted By:** Manuel Chapa, BUDGET & MANAGEMENT  
**Department:** BUDGET & MANAGEMENT

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

**Information**

**CAPTION**

R&B Countywide (1200) to TxDot (1315):  
Approval of 2009 interfund transfer from R&B Countywide to TxDOT in the total amount of \$387,500.00 to fund the development of Plans, Specifications, and Estimate (PS&E) for the design of Flashing Beacon Assemblies for 31 Intersections at various locations within Hidalgo County.

**BACKGROUND**

**Fiscal Impact**

**FISCAL YEAR:** 2009 **ACCT. #:** Fund 1200  
**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Approval of 2009 interfund transfer from R&B Countywide (1200) to TxDOT (1315) in the total amount of \$387,500.00.  
Funding available as of 5-8-09.

**Attachments**

Link: [back-up](#)  
Link: [interfund transfer](#)

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	05/08/2009 04:49 PM	APRV
2	Auditor's Office		05/08/2009 05:25 PM	NEW
Form Started By: Manuel Chapa			Started On: 05/08/2009 04:32 PM	
Final Approval Date: 05/08/2009				

**2008 HES (CAT 8) CANDIDATES  
(REGULAR HES)**

HIDALGO COUNTY PCT. NO 1		
NO.	LOCATION	PERCENTAGE
1	MILE 11 N & MILE 4 W	29.04%
2	MILE 2 W & MILE 12 1/2 N	
3	MILE 4 W & MILE 12 N	
4	MILE 6 W & MILE 11 N	
5	MILE 6 1/2 W & QUINTERO	
6	MILE 10 N & MILE 4 1/2 W	
7	MILE 10 N & VICTORIA	
8	MILE 4 N & MILE 1 1/2 E	
9	MILE 5 1/2 W & LANTANA	

HIDALGO COUNTY PCT. NO 2		
NO.	LOCATION	PERCENTAGE
10	CESAR CHAVEZ & ELDORA	12.90%
11	CESAR CHAVEZ & EARLING	
12	TOWER & SIOUX	
13	CESAR CHAVEZ & MINNESOTA	

HIDALGO COUNTY PCT. NO 3		
NO.	LOCATION	PERCENTAGE
14	BRYAN & 8 MILE N	6.45%
31	ABRAM & 5 MILE N	

HIDALGO COUNTY PCT. NO 4		
NO.	LOCATION	PERCENTAGE
15	TOWER & CANTON	51.61%
16	HOEHN & MILE 17 1/2 N	
17	TERRY & MILE 17 N	
18	MILE 17 N & TOWER	
19	DOOLITTLE & DAVIS	
20	TOWER & TEXAS	
21	TRENTON & LOPEZ	
22	CESAR CHAVEZ & ALBERTA	
23	HOEHN & ROGERS	
24	DOOLITTLE & RAMSEYE	
25	CESAR CHAVEZ & MILE 17 N	
26	VAL VERDE & MILE 20 N	
27	LIPSEY & SKINNER	
28	TRENTON & TWIN	
29	TOWER & ALBERTA	
30	TOWER & CURRY	

# 2010 HSIP-(HES) and HRRR Program (Approved Projects)

## (Off-System HSIP-(HES))

### (Hidalgo County)

1. Cesar Chavez Rd. @ Earling Rd. (Install Flashing Beacon) (\$40,000)
2. Mi. 6 W. Rd. @ Mi. 11 N. Rd. (Install Flashing Beacon) (\$40,000)
3. Tower Rd. @ Mi. 17 N Rd. (Install Flashing Beacon) (\$40,000)
4. Cesar Chavez Rd. @ Eldora Rd. (Install Flashing Beacon) (\$40,000)
5. Cesar Chavez Rd. @ Minnesota (Install Flashing Beacon) (\$40,000)
6. Doolittle Rd. @ Davis Rd. (Install Flashing Beacon) (\$40,000)
7. Mile 4 W. Rd. @ Mi. 11 N. Rd. (Install Advance Warning Beacon) (\$32,000)
8. Mi. 2 W. Rd. @ Mi. 12 ½ N. Rd. (Install Flashing Beacon) (\$40,000)
9. Mi. 4 ½ W. Rd. @ Mi. 10 N. Rd. (Install Flashing Beacon) (\$40,000)
10. MI. 4 N. Rd. @ Mi. 1 ½ E. Rd. (Install Flashing Beacon) (\$40,000)
11. Mi. 5 ½ W. Rd. @ Lantana (Install Flashing Beacon) (\$40,000)
12. Abram Rd. @ 5 Mi. Line Rd. (Install Flashing Beacon) (\$40,000)
13. Doolittle Rd. @ Ramseyer Rd. (Install Flashing Beacon) (\$40,000)
14. Mile 4 W. Rd. @ Mi. 12 N. Rd. (Install Advance Warning Beacon) (\$32,000)

## (Off-System High Risk Rural Roads)

### (Hidalgo County)

1. Hoehn Rd. @ Mi. 17 ½ N. Rd. (Install Flashing Beacon) (\$40,000)
2. Tower Rd. @ Canton Rd. (Install Flashing Beacon) (\$40,000)
3. Tower @ Alberta Rd. (Install Flashing Beacon) (\$40,000)
4. Victoria Rd. @ Mi. 10 N. Rd. (Install Flashing Beacon) (\$40,000)
5. Terry Rd. @ Mi. 17 N. Rd. (Install Flashing Beacon) (\$40,000)
6. Hoehn Rd. @ Rogers Rd. (Install Flashing Beacon) (\$40,000)
7. Tower Rd. @ Texas Rd. (Install Flashing Beacon) (\$40,000)
8. Trenton Rd. @ Lopez Rd. (Install Flashing Beacon) (\$65,000)
9. Cesar Chavez Rd. @ Alberta Rd. (Install Flashing Beacon) (\$40,000)
10. Mi. 6 ½ W. Rd. @ Quintero Rd. (Install Flashing Beacon) (\$40,000)
11. Tower Rd. @ Sioux Rd. (Install Flashing Beacon) (\$40,000)
12. Bryan Rd. @ 8 Mi. Line Rd. (Install Flashing Beacon) (\$40,000)
13. Cesar Chavez Rd. @ Mi. 17 N. Rd. (Install Flashing Beacon) (\$40,000)
14. Val Verde Rd. @ Mi. 20 N. Rd. (Install Flashing Beacon) (\$40,000)
15. Skinner Rd. @ Lipsey Rd. (Install Flashing Beacon) (\$40,000)
16. Trenton Rd. @ Twin Rd. (Install Flashing Beacon) (\$40,000)
17. Tower Rd. @ Curry Rd. (Install Flashing Beacon) (\$40,000)

DATE: May 8, 2009

**2009**

DEPARTMENT HEAD: Raul Silguero

Transfer AI#15415

DEPARTMENT NAME: Department of Budget & Management for the TXDOT - Pct 1-4 - FLASH BEACON 2010HES (1315)



ACCOUNT NUMBER: 9-1315-431-00-12X-0XX-0-731

Contact Person: Manuel Chapa Ph#: (956) 292-7025 Ext. 5760

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
8-1200-491-01-000-315-0-891	TRANSFERS OUT-TXDOT PROJECTS	387,500.00
8-1315-391-01-000-200-0-000	TRANSFERS IN-R&B COUNTY WIDE	387,500.00
8-1315-431-00-121-072-0-731	TXDOT-PCT1 FLASH BEACON 2010HES-ROADS	112,530.00
8-1315-431-00-122-044-0-731	TXDOT-PCT2 FLASH BEACON 2010HES-ROADS	49,987.50
8-1315-431-00-123-075-0-731	TXDOT-PCT3 FLASH BEACON 2010HES-ROADS	24,993.75
8-1315-431-00-124-061-0-731	TXDOT-PCT4 FLASH BEACON 2010HES-ROADS	199,988.75
TOTAL BUDGET INCREASE (DECREASE) 1200		0.00
TOTAL BUDGET INCREASE (DECREASE) 1315		387,500.00

REASON: **Funding needed for the TXDOT-PCT1-4 FLASH BEACON 2010HES-ROADS (1315) in the amount of \$387,500. TEDSI WA#14 (AI#15416) C-07-051-02-06 On call engineering study. Preparation of PS & E package for the design of thirty one (31) Flashing Beacon Assemblies at various locations within Hidalgo County.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-15383

21.D.1.

**BA- Hurricane Dolly**

**CC REGULAR**

**Date:** 05/12/2009  
**Submitted By:** Veronica Lopez, BUDGET & MANAGEMENT  
**Submitted For:** Dina Trevino  
**Department:** BUDGET & MANAGEMENT  
**Agenda Category:** Budget and Management

**Information**

**CAPTION**

Department of Budget and Management (1100):  
Approval and authorization to appropriate \$1,807.71 from the General Fund unreserved fund balance as per Texas Local Government Code section 111.070 and in accordance with the Declaration of Emergency approved by Commissioners Court on July 28,2008 (item 14.A.7) to address emergency expenditures related to Hurricane "Dolly" incurred in 2008 and processed in 2009.

**BACKGROUND**

This expenditure was incurred on 09-09-08 to pay Holt Texas for technical services for generator at the courthouse (PO #609089) due to Hurricane "Dolly".

**Fiscal Impact**

**FISCAL YEAR:** 2009                      **ACCT. #:** 9-1100-415-00-115-072-0-432  
**FUNDS AVAILABLE Y/N?:** Yes              **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Appropriation of funds to cover emergency expenditures for Hurricane "Dolly" incurred in 2008 and processed in 2009. Funds available in G/F unreserved f/b as of 05-07-09.

**Attachments**

Link: [Hurricane Dolly appropriation](#)

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/07/2009 01:03 PM	APRV
2	Ivan Cantu	Ivan Cantu	05/07/2009 03:35 PM	APRV
3	Auditor's Office	Becky Morales	05/08/2009 04:26 PM	APRV
4	Purchasing Department	Marty Salazar	05/08/2009 05:08 PM	APRV

Form Started By: Veronica Lopez

Started On: 05/07/2009 10:51 AM

Final Approval Date: 05/08/2009

DATE: May 7, 2009

2009

Appropriation  
AI- 15383

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: DEPT OF BUDGET & MGMT FOR HURRICANE DOLLY

ACCOUNT NUMBER: 9-1100-415-00-115-072-0-432



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

**Honorable Commissioners' Court of Hidalgo County:**

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

INCREASE ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
9-1100-415-00-115-072-0- 432	Hurricane Dolly- Equip & Veh R&M Srv	\$1,807.71
<b>TOTAL BUDGET INCREASE (DECREASE)</b>		<b>1,807.71</b>

**REASON: Appropriation of funds to cover emergency expenditures for Hurricane Dolly incurred in 2008 and processed in 2009.**

\_\_\_\_\_  
DEPARTMENT HEAD SIGNATURE

\_\_\_\_\_  
APPROVED COMMISSIONERS' COURT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
ATTEST COUNTY CLERK

AI-15337

21.E.1.

**Sheriff's Department: Deletion & creation of positions  
CC REGULAR**

**Date:** 05/12/2009  
**Submitted By:** Sylvia Solis, BUDGET & MANAGEMENT  
**Submitted For:** Sheriffs Department  
**Department:** BUDGET &  
MANAGEMENT

**Agenda Category:** Budget and Management **Purchasing only:** Salary Schedule Changes

**Information**

**CAPTION**

Jail (1100):

- a. Approval to delete two (2) vacant regular full-time Detention Officer positions, slot no.'s 0396 & 0397, budgeted salary \$30,450.00 each.
- b. Approval to create two (2) regular full-time Community Service Specialist positions, slot no.'s 0398 & 0399, budgeted salary \$30,450.00 each.
- c. Approval of revised salary schedule.

**BACKGROUND**

**Fiscal Impact**

**FISCAL YEAR:** 2009 **ACCT. #:** 9-1100-423-21-280-002-0-113  
**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Funds available from deleted positions.

**Attachments**

- Link: [PARS](#)
- Link: [Fiscal Note](#)
- Link: [Old Job Description](#)
- Link: [New Job Description](#)
- Link: [Revised Salary Schedule](#)

**Form Routing/Status**

Route	Seq	Inbox	Approved By	Date	Status
1		Sylvia Solis	Sylvia Solis	05/07/2009 02:00 PM	APRV
2		Budget & Management	Veronica Lopez	05/07/2009 02:04 PM	APRV
3		Rosalinda Cantu	Rosie Cantu	05/07/2009 04:52 PM	APRV
4		Auditor's Office	Becky Morales	05/08/2009 03:55 PM	APRV
5		Purchasing Department	Marty Salazar	05/08/2009 05:05 PM	APRV

Form Started By: Sylvia Solis

Started On: 05/06/2009 01:23  
PM

Final Approval Date: 05/08/2009

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

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

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

**HUMAN RESOURCES:** Classification and Salary Recommendation

**BUDGET & MANAGEMENT:** Classification and Salary Recommendation

1.		<u>5/7/09</u>	FUNDING AVAILABLE IN DEPT. BUDGET	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
	DEPARTMENT HEAD	DATE			
2.		<u>5/7/2009</u>	PERSONNEL PROCEDURES COMPLETED	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
	HUMAN RESOURCES DIRECTOR	DATE			
3.		<u>5/7/09.</u>	BUDGET PROCEDURES COMPLETED	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
	DEPARTMENT OF BUDGET & MANAGEMENT	DATE			
4.	COMMISSIONERS COURT APPROVAL	DATE			



# HIDALGO COUNTY

## Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: HIDALGO COUNTY SHERIFF'S OFFICE/ 280-002

DATE: MAY 5, 2009

CURRENT POSITION TITLE: N/A

CURRENT SLOT. #: 002-398  
002-399

REQUESTED POSITION TITLE: COMMUNITY SERVICE SPECIALIST  
(For new positions or reclassifications)

**REQUEST FOR:**

New Position     Temporary Position     Position Reclassification\*     Other \_\_\_\_\_

\*Civil Service Positions are submitted to the Civil Service Commission.

**POSITION SALARY REQUEST:**

Salary Amount:    \$ 0.00    Current Budgeted Salary    \$ 30,450.00 \* 2 = 60,900.00    Proposed Budgeted Salary    \$ 30,450.00 \* 2 = 60,900.00    Net Change

Position to be funded from one of the following:

Current Department Budget     Annual Budget Cycle     Will Require Additional Funds  
  
 Other FROM DELETED POSITIONS

**POSITION Type:**

Full Time Employee Object 113     Part Time Employee Object 114  \_\_\_\_\_  
Full Time Temporary Object 121     Part Time Temporary Object 122  \$ \_\_\_\_\_  
Enter hourly rate for temp. positions  
Hourly Rate \* 2,080 hrs. per year = Annual Salary

**TEMPORARY POSITIONS:**

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)
CIVIL SERVICE:				
Exempt	<input type="checkbox"/>	FLSA: Exempt	<input type="checkbox"/>	
Non-Exempt	<input checked="" type="checkbox"/>	Non-Exempt	<input checked="" type="checkbox"/>	
N/A	<input type="checkbox"/>			

**JUSTIFICATION/PRIORITY:** (Explain why this position or adjustment request is essential)  
Error in titles when first approved by Commissioner's Court.  
Community Service Specialist positions are essential to provide assistance to the general public in an environment that has nothing to do with that of a jail environment.

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

SEE ATTACHED JOB DESCRIPTION




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

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

THESE POSITIONS WILL BE USED TO MAN THE SOUTH TOWER RESOURCES CENTER (COMMISSIONER PALACIOS OF PCT 2)

**HUMAN RESOURCES:** Classification and Salary Recommendation

**BUDGET & MANAGEMENT:** Classification and Salary Recommendation

1.	 DEPARTMENT HEAD	5/7/09 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
2.	 HUMAN RESOURCES DIRECTOR	5/7/2009 DATE	PERSONNEL PROCEDURES COMPLETED	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
3.	 DEPARTMENT OF BUDGET & MANAGEMENT	5/7/09 DATE	BUDGET PROCEDURES COMPLETED	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

**Hidalgo County**  
**Department of Budget & Management**  
**FISCAL NOTE**

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

To: Commissioner' Court  
 From: Raul Silguero Jr., Budget Officer  
 CC Date: Tuesday, May 12, 2009

Agenda Item: 15337

**Summary of request/proposal:**

**Sheriff's Department/ Jail is requesting approval to delete two (2) vacant regular full-time Detention Officer positions, slot no.'s 0396 & 0397, budgeted salary \$30,450.00 each and approval to create two (2) regular full-time Community Service Specialist positions, slot no.'s 0398 & 0399, budgeted salary \$30,450.00 each.**

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1100	Detention Officer	0396	113	30,450.00	0.00	(30,450.00)
1100	Detention Officer	0397	113	30,450.00	0.00	(30,450.00)
1100	Community Service Specialist	0398	113	0.00	30,450.00	30,450.00
1100	Community Service Specialist	0399	113	0.00	30,450.00	30,450.00
				60,900.00	60,900.00	0.00

**Budgetary Impact:**

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME	AMOUNT
9-1100-423-21-280-002-0-	113	JAIL - REG F/T EMPLOYEES	\$0.00
9-1100-423-21-280-002-0-	211	JAIL - HEALTH INSURANCE	\$0.00
9-1100-423-21-280-002-0-	212	JAIL - LIFE INSURANCE	\$0.00
9-1100-423-21-280-002-0-	220	JAIL - FICA	\$0.00
9-1100-423-21-280-002-0-	230	JAIL - RETIREMENT	\$0.00
9-1100-423-21-280-002-0-	250	JAIL - UNEMPLOYMENT COMP	\$0.00
9-1100-423-21-280-002-0-	260	JAIL - WORKER'S COMP	\$0.00
		2009 Budgetary Impact	\$0.00

**2010 Budgetary Impact: \$0.00**

**Possible Funding Sources: No Budgetary Impact**

**Budget Office Recommendation:**


# HIDALGO COUNTY SHERIFF'S OFFICE

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**Job Title: Detention Officer**

**FLSA Status:**

**Non-Exempt**

**Department: 280-002**

**Civil Service Status: Non-Exempt**

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## **SUMMARY**

Provides corrections services involving the health, safety and security of inmates in a county corrections facility or program. Monitors prisoners' activities and maintains necessary records.

## **ESSENTIAL DUTIES AND RESPONSIBILITIES**

- May book, classify, transfer, transport and/or release inmates with attention to the health, safety and security of other officers, inmates and the public;
- Conducts inspections, shakedowns and inmate searches. Does physical check of inmates and the public;
- Completes, checks and processes official papers and documents;
- Provides informal counseling to inmates;
- Assists medical staff with distribution of medications to inmates;
- Intervenes and resolves crisis situations such as fights and medical emergencies;
- Conducts head counts of inmates;
- Conducts and inventories all keys and equipment from previous shift;
- Serves or supervises the serving meals to inmates;
- Supervises work performed by inmates;
- Assists with personal needs of inmates, such as telephone calls, mail, laundry, visits and commissary;
- Monitors and assists visitors and may maintain visitors' list;
- Keeps records of incidents and activities during shift;
- May be assigned to conduct recreational programs for inmates;
- May be assigned to train new officers in procedural aspects of the job;
- May be assigned to transportation and court security duties, including transportation of inmates to other local, state and federal penal institutions;
- May confiscate, inventory and store property from new inmates and release property to outgoing prisoners;
- May respond to inmate request forms;
- May be involved in organizing church services, GED classes, substance abuse classes and fire drills;
- Handles and cares for dogs involved in narcotics investigation;
- Regular attendance is a must.

- Ability to work well with others.

### **SUPERVISORY RESPONSIBILITIES**

- None

### **QUALIFICATIONS REQUIREMENTS**

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed are representative of the knowledge, skill, and/or ability required. Must complete, and pass, a written examination, oral interview, background investigation, polygraph examination and other tests announced in the application process. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

### **EDUCATION and/or EXPERIENCE**

- High school diploma or GED
- Bilingual is preferred.

### **CERTIFICATES, LICENSES, REGISTRATIONS**

- Applicant must, at the time of appointment to the position, meet the minimum age requirement for Basic Certification as a jailer from the Texas Commission of Law Enforcement Officers Standards and Education;
- Applicant must, within one (1) year of appointment to the position, obtain and thereafter maintain a Basic Certification as a Jailer from the Texas Commission of Law Enforcement Standards and Education;
- Applicant must have a current valid Texas driver's license;
- Applicant must be able to be insured by the County's insurance carrier.

### **OTHER SKILLS AND ABILITIES**

- Knowledge of laws, departmental policies, rules, regulations, instructions and correctional literature regarding the custody of persons;
- Ability to understand and follow oral instructions;
- Ability to write clear and concise reports and to maintain complete records as required.
- Ability to meet established physical standards;
- Ability to establish and maintain effective working relationships with other county employees and officials, inmates and the public.
- Employee may be assigned other duties in addition to those listed and duties may change according to changing needs of department.
- Ability to solve basic mathematic problems involving addition, subtraction, multiplication and division;
- Ability to use decimals and percentages in solving such problems.
- Ability to speak, read, and write in English language;
- Ability to read and interpret documents such as safety rules, operating and maintenance instructions and procedure manuals;

- Ability to write routine reports and correspondence;
- Ability to speak effectively before groups of people and organizations;
- Ability to speak and write in Spanish is preferred
- Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists;
- Ability to interpret a variety of instructions furnished in written, oral, diagram or schedule form.

### **PHYSICAL DEMANDS**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is frequently required to stand, walk and talk or hear. The employee is occasionally required to sit; use hands to finger, handle or feel objects, tools or controls; reach with hands and arms; stoop, kneel, crouch or crawl. Employee subdues and restrains uncooperative inmates, runs, climbs stairs, pushes heavy doors, handles and distributes heavy food/drink containers.

The employee must regularly lift and/or move up to 10 pounds, occasionally lift and /or move up to 25 pounds and, in emergency situations, lift persons with body weight ranging from 100 to 250 pounds. Specific vision, depth perception, and the ability to adjust focus. Employee utilizes all visual abilities to keep and maintain control of the inmates.

### **WORK ENVIRONMENT**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job.

While performing the duties of this job, the employee frequently works near moving mechanical parts such as doors and gates throughout the jail. The employee is occasionally exposed to fumes or airborne particles. The risk of electrical shock is present because of the large amount of electrical equipment which the employee encounters during the shift. The employee may be required to work outdoors or in areas where temperatures could exceed 100 degrees Fahrenheit or below 0 degrees Fahrenheit.

The noise level in the work environment ranges from moderate to loud. It is dependent on the activities and/or demeanor of the inmates.

### **SAFETY REQUIREMENTS**

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- Sitting for extended periods of time
- Operating assigned equipment

Maintain mental capacity which permits:

- Making sound decisions and using good judgment
- Maintaining confidentiality
- Demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- Working closely with others
- Working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- Making observations
- Reading and writing
- Operating assigned equipment
- Communicating with others

### **ACCIDENT PREVENTION PROGRAM**

Required to follow all departments' safety regulations.

# HIDALGO COUNTY SHERIFF'S OFFICE

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**Job Title: Community Service Specialist**      **FLSA Status: Non-Exempt**

**Department: 280-002**      **Civil Service Status: Non-Exempt**

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## **SUMMARY**

Under general supervision, Community Service Specialist is a non-sworn employee. The primary responsibility is to act as a representative of the Hidalgo County Sheriff's Office.

## **ESSENTIAL DUTIES AND RESPONSIBILITIES**

- Act as a facilitator, responding to the general public's inquiries and requests;
- Provides assistance to the general public in a professional and courteous manner;
- Performs Specialized Departmental Duties;
- Must be patient and empathetic towards others problems and be able to assist in the resolution of those problems;
- Performs any task or assignment as assigned by the Supervisor;
- Monitors and assists visitors and may maintain visitors' list;
- Monitoring of surveillance cameras;
- Keeps records of incidents and activities during shift;
- May be assigned to train new employees;
- May be involved in organizing church services, GED classes, substance abuse classes and fire drills;
- Regular attendance is a must.
- Ability to work well with others.

## **SUPERVISORY RESPONSIBILITIES**

None

## **QUALIFICATION REQUIREMENT:**

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed are representative of the knowledge, skill and/or ability required. Applicant must pass an oral interview and a background investigation. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

## **EDUCATION and/or EXPERIENCE**

- High school diploma or GED;
- Bilingual is preferred.

### **CERTIFICATES, LICENSES, REGISTRATIONS**

- Must have a current valid Texas driver's license;
- Must be able to be insured by the County's insurance carrier.

### **OTHER SKILLS AND ABILITIES**

- Knowledge of departmental policies, rules, regulations, instructions;
- Ability to understand and follow instructions;
- Ability to write clear and concise reports and to maintain complete records as required;
- Ability to establish and maintain effective working relationships with other county employees, officials, and the public.
- Ability to speak and write in the English language;
- Ability to read and interpret documents such as safety rules, operating and maintenance instructions and procedure manuals;
- Ability to write routine reports and correspondence;
- Ability to speak effectively before groups of employees or organizations;
- Ability to also speak and write in Spanish preferred.
- Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists;
- Ability to interpret a variety of instructions furnished in written, oral, diagram or schedule form.
- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County.

### **PHYSICAL DEMANDS**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is required to stand, walk and talk or hear. The employee is required to sit; use hands to finger, handle or feel objects, tools or controls; reach with hands and arms; stoop, kneel, crouch or crawl.

The employee must regularly lift and/or move up to twenty-five (25) pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and the ability to adjust focus.

### **WORK ENVIRONMENT**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

## **SAFETY REQUIREMENTS**

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- Sitting for extended periods of time
- Operating assigned equipment

Maintain mental capacity which permits:

- Making sound decisions and using good judgment
- Maintaining confidentiality
- Demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- Working closely with others
- Working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- Making observations
- Reading and writing operating assigned equipment
- Communicating with others

## **ACCIDENT PREVENTION PROGRAM**

Required to follow all departments' safety regulations.

**HIDALGO COUNTY  
COMMISSIONER COURT  
2009 SALARY SCHEDULE**

1100-423-21-280-002-0

**AI - 15337**

**JAIL**

Slot #	Obj Code	POSITION TITLE	2008 BUDGETED SALARY	2009 ADJUSTED SALARY	2009 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2009 BUDGETED SALARY APPROVED	2009 ACTUAL SALARY	Other Allowances					2009 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	DIVISION COMMANDER	\$75,000.00	\$0.00	\$75,000.00	0	\$0.00	\$0.00	\$75,000.00	\$75,000.00	\$960.00	\$0.00	\$1,200.00	\$0.00	\$500.00	\$77,660.00
0002	113	RN	\$62,288.00	\$0.00	\$62,288.00	0.05	\$3,114.40	\$0.00	\$65,402.40	\$65,402.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$65,402.00
0003	113	CAPTAIN	\$65,000.00	\$0.00	\$65,000.00	0	\$0.00	\$0.00	\$65,000.00	\$65,000.00	\$1,380.00	\$0.00	\$1,800.00	\$0.00	\$500.00	\$68,680.00
0004	113	CAPTAIN	\$65,000.00	\$0.00	\$65,000.00	0	\$0.00	\$0.00	\$65,000.00	\$65,000.00	\$1,380.00	\$0.00	\$1,800.00	\$0.00	\$500.00	\$68,680.00
0005	113	CAPTAIN	\$65,000.00	\$0.00	\$65,000.00	0	\$0.00	\$0.00	\$65,000.00	\$65,000.00	\$960.00	\$0.00	\$1,800.00	\$0.00	\$500.00	\$68,260.00
0006	113	LVN	\$49,832.00	\$0.00	\$49,832.00	0.05	\$2,492.00	\$0.00	\$52,324.00	\$52,324.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$52,324.00
0007	113	LVN	\$49,832.00	\$0.00	\$49,832.00	0.05	\$2,492.00	\$0.00	\$52,324.00	\$50,231.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50,231.00
0008	113	LVN	\$49,832.00	\$0.00	\$49,832.00	0.05	\$2,491.60	\$0.00	\$52,323.60	\$52,324.00	\$600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$52,924.00
0009	113	LVN	\$49,832.00	\$0.00	\$49,832.00	0.05	\$2,491.60	\$0.00	\$52,323.60	\$52,324.00	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$52,624.00
0010	113	LVN	\$49,832.00	\$0.00	\$49,832.00	0.05	\$2,492.00	\$0.00	\$52,324.00	\$50,231.04	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50,231.00
0011	113	LVN	\$49,832.00	\$0.00	\$49,832.00	0.05	\$2,492.00	\$0.00	\$52,324.00	\$52,324.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$52,324.00
0012	113	LVN	\$49,832.00	\$0.00	\$49,832.00	0.05	\$2,492.00	\$0.00	\$52,324.00	\$50,231.04	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50,231.00
0013	113	LVN	\$49,832.00	\$0.00	\$49,832.00	0.05	\$2,492.00	\$0.00	\$52,324.00	\$50,231.04	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50,231.00
0014	113	LVN	\$49,832.00	\$0.00	\$49,832.00	0.05	\$2,491.60	\$0.00	\$52,323.60	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0015	113	LVN	\$49,832.00	\$0.00	\$49,832.00	0.05	\$2,492.00	\$0.00	\$52,324.00	\$50,231.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50,231.00
0016	113	LVN	\$49,832.00	\$0.00	\$49,832.00	0.05	\$2,492.00	\$0.00	\$52,324.00	\$50,231.04	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50,231.00
0017	113	LIEUTENANT STEP IV	\$42,774.00	\$642.00	\$43,416.00	0.035	\$1,520.00	\$0.00	\$44,936.00	\$44,935.00	\$1,260.00	\$0.00	\$3,000.00	\$0.00	\$0.00	\$49,195.00
0018	113	LIEUTENANT STEP IV	\$42,774.00	\$642.00	\$43,416.00	0.035	\$1,520.00	\$0.00	\$44,936.00	\$44,935.00	\$1,020.00	\$0.00	\$3,300.00	\$0.00	\$0.00	\$49,255.00
0019	113	LIEUTENANT STEP IV	\$42,774.00	\$642.00	\$43,416.00	0.035	\$1,520.00	\$0.00	\$44,936.00	\$44,935.00	\$1,380.00	\$0.00	\$1,800.00	\$0.00	\$0.00	\$48,115.00
0020	113	LIEUTENANT STEP IV	\$42,774.00	\$642.00	\$43,416.00	0.035	\$1,520.00	\$0.00	\$44,936.00	\$44,935.00	\$1,080.00	\$0.00	\$1,200.00	\$0.00	\$0.00	\$47,215.00
0021	113	LIEUTENANT STEP IV	\$42,774.00	\$642.00	\$43,416.00	0.035	\$1,520.00	\$0.00	\$44,936.00	\$44,935.00	\$960.00	\$0.00	\$600.00	\$0.00	\$0.00	\$46,495.00
0022	113	LIEUTENANT STEP IV	\$42,774.00	\$642.00	\$43,416.00	0.035	\$1,520.00	\$0.00	\$44,936.00	\$44,935.00	\$1,140.00	\$0.00	\$600.00	\$0.00	\$0.00	\$46,675.00
0023	113	LIEUTENANT STEP III	\$42,774.00	\$642.00	\$43,416.00	0.035	\$1,520.00	(\$1,520.00)	\$43,416.00	\$43,416.00	\$420.00	\$0.00	\$2,700.00	\$0.00	\$0.00	\$46,536.00
0024	113	SR. DEPUTY SHERIFF STEP III	\$44,777.00	\$0.00	\$44,777.00	0	\$0.00	\$0.00	\$44,777.00	\$44,777.00	\$1,080.00	\$0.00	\$3,900.00	\$0.00	\$500.00	\$50,257.00
0025	113	SERGEANT STEP IV	\$38,886.00	\$583.00	\$39,469.00	0.035	\$1,381.00	\$0.00	\$40,850.00	\$40,851.00	\$480.00	\$0.00	\$2,400.00	\$0.00	\$0.00	\$43,731.00
0026	113	SERGEANT STEP IV	\$38,886.00	\$583.00	\$39,469.00	0.035	\$1,381.00	\$0.00	\$40,850.00	\$40,851.00	\$540.00	\$0.00	\$1,200.00	\$0.00	\$0.00	\$42,591.00
0027	113	SERGEANT STEP IV	\$38,886.00	\$583.00	\$39,469.00	0.035	\$1,381.00	\$0.00	\$40,850.00	\$40,851.00	\$660.00	\$0.00	\$1,200.00	\$0.00	\$0.00	\$42,711.00
0028	113	SERGEANT STEP IV	\$38,886.00	\$583.00	\$39,469.00	0.035	\$1,381.00	\$0.00	\$40,850.00	\$40,851.00	\$480.00	\$0.00	\$1,200.00	\$0.00	\$0.00	\$42,531.00
0029	113	SERGEANT STEP IV	\$38,886.00	\$583.00	\$39,469.00	0.035	\$1,381.00	\$0.00	\$40,850.00	\$40,851.00	\$1,140.00	\$0.00	\$600.00	\$0.00	\$0.00	\$42,591.00
0030	113	SERGEANT STEP IV	\$38,886.00	\$583.00	\$39,469.00	0.035	\$1,381.00	\$0.00	\$40,850.00	\$40,851.00	\$1,080.00	\$0.00	\$600.00	\$0.00	\$0.00	\$42,531.00
0031	113	SERGEANT STEP IV	\$38,886.00	\$583.00	\$39,469.00	0.035	\$1,381.00	\$0.00	\$40,850.00	\$40,851.00	\$420.00	\$0.00	\$1,200.00	\$0.00	\$0.00	\$42,471.00
0032	113	SERGEANT STEP IV	\$38,886.00	\$583.00	\$39,469.00	0.035	\$1,381.00	\$0.00	\$40,850.00	\$40,851.00	\$660.00	\$0.00	\$600.00	\$0.00	\$0.00	\$42,111.00
0033	113	SERGEANT STEP IV	\$38,886.00	\$583.00	\$39,469.00	0.035	\$1,381.00	\$0.00	\$40,850.00	\$40,851.00	\$1,380.00	\$0.00	\$0.00	\$0.00	\$0.00	\$42,231.00

**HIDALGO COUNTY  
COMMISSIONER COURT  
2009 SALARY SCHEDULE**

1100-423-21-280-002-0

**AI - 15337**

**JAIL**

Slot #	Obj Code	POSITION TITLE	2008 BUDGETED SALARY	2009 ADJUSTED SALARY	2009 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2009 BUDGETED SALARY APPROVED	2009 ACTUAL SALARY	Other Allowances					2009 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0034	113	SERGEANT STEP I	\$36,300.00	\$544.00	\$36,844.00	0.035	\$1,290.00	\$0.00	\$38,134.00	\$36,844.00	\$120.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,964.00
0035	113	SERGEANT STEP II	\$36,300.00	\$544.00	\$36,844.00	0.035	\$1,290.00	\$0.00	\$38,134.00	\$38,134.00	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38,434.00
0036	113	SERGEANT STEP IV	\$38,886.00	\$583.00	\$39,469.00	0.035	\$1,381.00	\$0.00	\$40,850.00	\$40,851.00	\$360.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41,211.00
0037	113	SERGEANT STEP IV	\$38,886.00	\$583.00	\$39,469.00	0.035	\$1,381.00	\$0.00	\$40,850.00	\$40,851.00	\$1,020.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41,871.00
0038	113	SERGEANT STEP IV	\$38,886.00	\$583.00	\$39,469.00	0.035	\$1,381.00	\$0.00	\$40,850.00	\$40,851.00	\$1,140.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41,991.00
0039	113	SERGEANT STEP IV	\$38,886.00	\$583.00	\$39,469.00	0.035	\$1,381.00	\$0.00	\$40,850.00	\$40,851.00	\$600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41,451.00
0040	113	SERGEANT STEP IV	\$38,886.00	\$583.00	\$39,469.00	0.035	\$1,381.00	\$0.00	\$40,850.00	\$40,851.00	\$780.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41,631.00
0041	113	SERGEANT STEP IV	\$38,886.00	\$583.00	\$39,469.00	0.035	\$1,381.00	\$0.00	\$40,850.00	\$40,851.00	\$960.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41,811.00
0042	113	SERGEANT STEP IV	\$38,886.00	\$583.00	\$39,469.00	0.035	\$1,381.00	\$0.00	\$40,850.00	\$40,851.00	\$660.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41,511.00
0044	113	SERGEANT STEP III	\$38,886.00	\$583.00	\$39,469.00	0.035	\$1,381.00	\$0.00	\$40,850.00	\$39,469.00	\$360.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39,829.00
0045	113	SERGEANT STEP III	\$38,886.00	\$583.00	\$39,469.00	0.035	\$1,381.00	\$0.00	\$40,850.00	\$39,469.00	\$540.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40,009.00
0046	113	SERGEANT STEP III	\$38,886.00	\$583.00	\$39,469.00	0.035	\$1,382.00	\$0.00	\$40,851.00	\$39,469.00	\$360.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39,829.00
0047	113	SR. DETENTION OFFICER STEP IV	\$35,350.00	\$530.00	\$35,880.00	0.035	\$1,256.00	\$0.00	\$37,136.00	\$37,136.00	\$1,380.00	\$0.00	\$1,800.00	\$0.00	\$0.00	\$40,316.00
0048	113	SR. DETENTION OFFICER STEP IV	\$35,350.00	\$530.00	\$35,880.00	0.035	\$1,256.00	\$0.00	\$37,136.00	\$37,136.00	\$480.00	\$0.00	\$2,700.00	\$0.00	\$0.00	\$40,316.00
0049	113	SR. DETENTION OFFICER STEP IV	\$35,350.00	\$530.00	\$35,880.00	0.035	\$1,256.00	\$0.00	\$37,136.00	\$37,136.00	\$480.00	\$0.00	\$2,100.00	\$0.00	\$0.00	\$39,716.00
0050	113	DETENTION OFFICER STEP I	\$30,000.00	\$450.00	\$30,450.00	0.035	\$1,066.00	\$0.00	\$31,516.00	\$30,450.00	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30,510.00
0051	113	SR. DETENTION OFFICER STEP IV	\$35,350.00	\$530.00	\$35,880.00	0.035	\$1,256.00	\$0.00	\$37,136.00	\$37,136.00	\$660.00	\$0.00	\$2,100.00	\$0.00	\$0.00	\$39,896.00
0052	113	SR. DETENTION OFFICER STEP IV	\$35,350.00	\$530.00	\$35,880.00	0.035	\$1,256.00	\$0.00	\$37,136.00	\$37,136.00	\$480.00	\$0.00	\$2,700.00	\$0.00	\$0.00	\$40,316.00
0053	113	SR. DETENTION OFFICER STEP IV	\$35,350.00	\$530.00	\$35,880.00	0.035	\$1,256.00	\$0.00	\$37,136.00	\$37,136.00	\$480.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37,616.00
0054	113	SR. DETENTION OFFICER STEP IV	\$35,350.00	\$530.00	\$35,880.00	0.035	\$1,256.00	\$0.00	\$37,136.00	\$37,136.00	\$540.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37,676.00
0055	113	SR. DETENTION OFFICER STEP IV	\$35,350.00	\$530.00	\$35,880.00	0.035	\$1,256.00	\$0.00	\$37,136.00	\$37,136.00	\$780.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37,916.00
0056	113	SR. DETENTION OFFICER STEP IV	\$35,350.00	\$530.00	\$35,880.00	0.035	\$1,256.00	\$0.00	\$37,136.00	\$37,136.00	\$780.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37,916.00
0057	113	SR. DETENTION OFFICER STEP IV	\$35,350.00	\$530.00	\$35,880.00	0.035	\$1,256.00	\$0.00	\$37,136.00	\$37,136.00	\$1,140.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38,276.00
0058	113	SR. DETENTION OFFICER STEP IV	\$35,350.00	\$530.00	\$35,880.00	0.035	\$1,256.00	\$0.00	\$37,136.00	\$37,136.00	\$660.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37,796.00
0059	113	SR. DETENTION OFFICER STEP IV	\$35,350.00	\$530.00	\$35,880.00	0.035	\$1,256.00	\$0.00	\$37,136.00	\$37,136.00	\$480.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37,616.00
0060	113	SR. DETENTION OFFICER STEP IV	\$35,350.00	\$530.00	\$35,880.00	0.035	\$1,256.00	\$0.00	\$37,136.00	\$37,136.00	\$480.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37,616.00
0061	113	SR. DETENTION OFFICER STEP IV	\$35,350.00	\$530.00	\$35,880.00	0.035	\$1,256.00	\$0.00	\$37,136.00	\$37,136.00	\$480.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37,616.00
0062	113	SR. DETENTION OFFICER STEP IV	\$35,350.00	\$530.00	\$35,880.00	0.035	\$1,256.00	\$0.00	\$37,136.00	\$37,136.00	\$540.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37,676.00
0063	113	SR. DETENTION OFFICER STEP IV	\$35,350.00	\$530.00	\$35,880.00	0.035	\$1,256.00	\$0.00	\$37,136.00	\$37,136.00	\$540.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37,676.00
0064	113	SR. DETENTION OFFICER STEP IV	\$35,350.00	\$530.00	\$35,880.00	0.035	\$1,256.00	\$0.00	\$37,136.00	\$37,136.00	\$840.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37,976.00
0065	113	SR. DETENTION OFFICER STEP IV	\$35,350.00	\$530.00	\$35,880.00	0.035	\$1,256.00	\$0.00	\$37,136.00	\$37,136.00	\$900.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38,036.00
0066	113	DETENTION OFFICER STEP II	\$30,000.00	\$450.00	\$30,450.00	0.035	\$1,066.00	\$0.00	\$31,516.00	\$31,516.00	\$180.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31,696.00
0067	113	SR. DETENTION OFFICER STEP IV	\$35,350.00	\$530.00	\$35,880.00	0.035	\$1,256.00	\$0.00	\$37,136.00	\$37,136.00	\$720.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37,856.00

**HIDALGO COUNTY  
COMMISSIONER COURT  
2009 SALARY SCHEDULE**

1100-423-21-280-002-0

**AI - 15337**

**JAIL**

Slot #	Obj Code	POSITION TITLE	2008 BUDGETED SALARY	2009 ADJUSTED SALARY	2009 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2009 BUDGETED SALARY APPROVED	2009 ACTUAL SALARY	Other Allowances					2009 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0068	113	SR. DETENTION OFFICER STEP IV	\$35,350.00	\$530.00	\$35,880.00	0.035	\$1,256.00	\$0.00	\$37,136.00	\$37,136.00	\$660.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37,796.00
0069	113	SR. DETENTION OFFICER STEP IV	\$35,350.00	\$530.00	\$35,880.00	0.035	\$1,256.00	\$0.00	\$37,136.00	\$37,136.00	\$660.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37,796.00
0070	113	SR. DETENTION OFFICER STEP IV	\$35,350.00	\$530.00	\$35,880.00	0.035	\$1,256.00	\$0.00	\$37,136.00	\$37,136.00	\$540.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37,676.00
0071	113	DETENTION OFFICER STEP II	\$31,050.00	\$466.00	\$31,516.00	0.063	\$1,979.00	\$0.00	\$33,495.00	\$31,516.00	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31,576.00
0072	113	SR. DETENTION OFFICER STEP IV	\$35,350.00	\$530.00	\$35,880.00	0.035	\$1,256.00	\$0.00	\$37,136.00	\$37,136.00	\$480.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37,616.00
0073	113	SR. DETENTION OFFICER STEP IV	\$35,350.00	\$530.00	\$35,880.00	0.035	\$1,256.00	\$0.00	\$37,136.00	\$37,136.00	\$1,020.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38,156.00
0074	113	SR. DETENTION OFFICER STEP IV	\$35,350.00	\$530.00	\$35,880.00	0.035	\$1,256.00	\$0.00	\$37,136.00	\$37,136.00	\$600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37,736.00
0075	113	SR. DETENTION OFFICER STEP IV	\$35,350.00	\$530.00	\$35,880.00	0.035	\$1,256.00	\$0.00	\$37,136.00	\$37,136.00	\$540.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37,676.00
0076	113	SR. DETENTION OFFICER STEP IV	\$35,350.00	\$530.00	\$35,880.00	0.035	\$1,256.00	\$0.00	\$37,136.00	\$37,136.00	\$540.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37,676.00
0077	113	SR. DETENTION OFFICER STEP IV	\$35,350.00	\$530.00	\$35,880.00	0.035	\$1,256.00	\$0.00	\$37,136.00	\$37,136.00	\$480.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37,616.00
0078	113	SR. DETENTION OFFICER STEP IV	\$35,350.00	\$530.00	\$35,880.00	0.035	\$1,256.00	\$0.00	\$37,136.00	\$37,136.00	\$600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37,736.00
0079	113	SR. DETENTION OFFICER STEP III	\$34,155.00	\$512.00	\$34,667.00	0.035	\$1,213.00	\$0.00	\$35,880.00	\$35,881.00	\$360.00	\$0.00	\$4,500.00	\$0.00	\$0.00	\$40,741.00
0080	113	SR. DETENTION OFFICER STEP III	\$34,155.00	\$512.00	\$34,667.00	0.035	\$1,213.00	\$0.00	\$35,880.00	\$35,881.00	\$360.00	\$0.00	\$4,500.00	\$0.00	\$0.00	\$40,741.00
0081	113	SR. DETENTION OFFICER STEP III	\$34,155.00	\$512.00	\$34,667.00	0.035	\$1,213.00	\$0.00	\$35,880.00	\$35,881.00	\$360.00	\$0.00	\$2,700.00	\$0.00	\$0.00	\$38,941.00
0082	113	SR. DETENTION OFFICER STEP III	\$34,155.00	\$513.00	\$34,668.00	0.035	\$1,213.00	\$0.00	\$35,881.00	\$35,881.00	\$360.00	\$0.00	\$2,700.00	\$0.00	\$0.00	\$38,941.00
0083	113	DETENTION OFFICER STEP I	\$30,000.00	\$450.00	\$30,450.00	0.035	\$1,066.00	\$0.00	\$31,516.00	\$30,450.00	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30,510.00
0084	113	DETENTION OFFICER STEP I	\$30,000.00	\$450.00	\$30,450.00	0.035	\$1,066.00	\$0.00	\$31,516.00	\$30,450.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30,450.00
0085	113	SR. DETENTION OFFICER STEP III	\$34,155.00	\$512.00	\$34,667.00	0.035	\$1,213.00	\$0.00	\$35,880.00	\$35,881.00	\$360.00	\$0.00	\$2,100.00	\$0.00	\$0.00	\$38,341.00
0086	113	DETENTION OFFICER	\$28,800.00	\$1,650.00	\$30,450.00	0	\$0.00	\$0.00	\$30,450.00	\$29,232.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$29,232.00
0087	113	SR. DETENTION OFFICER STEP III	\$34,155.00	\$512.00	\$34,667.00	0.035	\$1,213.00	\$0.00	\$35,880.00	\$35,881.00	\$360.00	\$0.00	\$2,100.00	\$0.00	\$0.00	\$38,341.00
0088	113	DETENTION OFFICER STEP I	\$34,155.00	(\$3,705.00)	\$30,450.00	0	\$0.00	\$0.00	\$30,450.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0089	113	DETENTION OFFICER STEP I	\$30,000.00	\$450.00	\$30,450.00	0.035	\$1,066.00	\$0.00	\$31,516.00	\$30,450.00	\$0.00	\$0.00	\$1,500.00	\$0.00	\$0.00	\$31,950.00
0090	113	SR. DETENTION OFFICER STEP III	\$34,155.00	\$512.00	\$34,667.00	0.035	\$1,213.00	\$0.00	\$35,880.00	\$35,881.00	\$360.00	\$0.00	\$2,100.00	\$0.00	\$0.00	\$38,341.00
0091	113	SR. DETENTION OFFICER STEP III	\$34,155.00	\$512.00	\$34,667.00	0.035	\$1,213.00	\$0.00	\$35,880.00	\$35,881.00	\$360.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,241.00
0092	113	DETENTION OFFICER STEP II	\$31,050.00	\$466.00	\$31,516.00	0.063	\$1,979.00	\$0.00	\$33,495.00	\$31,516.00	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31,576.00
0093	113	SR. DETENTION OFFICER STEP III	\$34,155.00	\$512.00	\$34,667.00	0.035	\$1,213.00	\$0.00	\$35,880.00	\$35,881.00	\$300.00	\$0.00	\$2,100.00	\$0.00	\$0.00	\$38,281.00
0094	113	SR. DETENTION OFFICER STEP III	\$34,155.00	\$512.00	\$34,667.00	0.035	\$1,213.00	\$0.00	\$35,880.00	\$35,881.00	\$360.00	\$0.00	\$1,800.00	\$0.00	\$0.00	\$38,041.00
0095	113	SR. DETENTION OFFICER STEP III	\$34,155.00	\$512.00	\$34,667.00	0.035	\$1,213.00	\$0.00	\$35,880.00	\$35,881.00	\$360.00	\$0.00	\$4,500.00	\$0.00	\$0.00	\$40,741.00
0096	113	SR. DETENTION OFFICER STEP III	\$34,155.00	\$512.00	\$34,667.00	0.035	\$1,213.00	\$0.00	\$35,880.00	\$35,881.00	\$300.00	\$0.00	\$1,500.00	\$0.00	\$0.00	\$37,681.00
0097	113	DETENTION OFFICER STEP I	\$30,000.00	\$450.00	\$30,450.00	0.035	\$1,066.00	\$0.00	\$31,516.00	\$30,450.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30,450.00
0098	113	DETENTION OFFICER	\$28,800.00	\$1,650.00	\$30,450.00	0	\$0.00	(\$1,218.00)	\$29,232.00	\$29,232.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$29,232.00
0099	113	SR. DETENTION OFFICER STEP III	\$34,155.00	\$512.00	\$34,667.00	0.035	\$1,213.00	\$0.00	\$35,880.00	\$35,881.00	\$420.00	\$0.00	\$1,200.00	\$0.00	\$0.00	\$37,501.00
0100	113	SR. DETENTION OFFICER STEP III	\$34,155.00	\$512.00	\$34,667.00	0.035	\$1,213.00	\$0.00	\$35,880.00	\$35,881.00	\$300.00	\$0.00	\$1,200.00	\$0.00	\$0.00	\$37,381.00

**HIDALGO COUNTY  
COMMISSIONER COURT  
2009 SALARY SCHEDULE**

1100-423-21-280-002-0

**AI - 15337**

**JAIL**

Slot #	Obj Code	POSITION TITLE	2008 BUDGETED SALARY	2009 ADJUSTED SALARY	2009 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2009 BUDGETED SALARY APPROVED	2009 ACTUAL SALARY	Other Allowances					2009 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0101	113	SR. DETENTION OFFICER STEP III	\$34,155.00	\$512.00	\$34,667.00	0.035	\$1,213.00	\$0.00	\$35,880.00	\$35,881.00	\$420.00	\$0.00	\$600.00	\$0.00	\$0.00	\$36,901.00
0102	113	SR. DETENTION OFFICER STEP III	\$34,155.00	\$512.00	\$34,667.00	0.035	\$1,213.00	\$0.00	\$35,880.00	\$35,881.00	\$420.00	\$0.00	\$600.00	\$0.00	\$0.00	\$36,901.00
0103	113	SR. DETENTION OFFICER STEP III	\$34,155.00	\$512.00	\$34,667.00	0.035	\$1,213.00	\$0.00	\$35,880.00	\$35,881.00	\$240.00	\$0.00	\$2,700.00	\$0.00	\$0.00	\$38,821.00
0104	113	SR. DETENTION OFFICER STEP III	\$34,155.00	\$512.00	\$34,667.00	0.035	\$1,213.00	\$0.00	\$35,880.00	\$35,881.00	\$300.00	\$0.00	\$600.00	\$0.00	\$0.00	\$36,781.00
0105	113	SR. DETENTION OFFICER STEP III	\$34,155.00	\$512.00	\$34,667.00	0.035	\$1,213.00	\$0.00	\$35,880.00	\$35,881.00	\$420.00	\$0.00	\$600.00	\$0.00	\$0.00	\$36,901.00
0106	113	SR. DETENTION OFFICER STEP III	\$34,155.00	\$512.00	\$34,667.00	0.035	\$1,213.00	\$0.00	\$35,880.00	\$35,881.00	\$240.00	\$0.00	\$2,700.00	\$0.00	\$0.00	\$38,821.00
0107	113	DETENTION OFFICER STEP I	\$28,800.00	\$1,650.00	\$30,450.00	0	\$0.00	\$0.00	\$30,450.00	\$30,450.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30,450.00
0108	113	SR. DETENTION OFFICER STEP III	\$34,155.00	\$512.00	\$34,667.00	0.035	\$1,213.00	\$0.00	\$35,880.00	\$35,881.00	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,181.00
0109	113	SR. DETENTION OFFICER STEP III	\$34,155.00	\$512.00	\$34,667.00	0.035	\$1,213.00	\$0.00	\$35,880.00	\$35,881.00	\$360.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,241.00
0110	113	SR. DETENTION OFFICER STEP III	\$34,155.00	\$512.00	\$34,667.00	0.035	\$1,213.00	\$0.00	\$35,880.00	\$35,881.00	\$360.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,241.00
0111	113	SR. DETENTION OFFICER STEP III	\$34,155.00	\$512.00	\$34,667.00	0.035	\$1,213.00	\$0.00	\$35,880.00	\$35,881.00	\$240.00	\$0.00	\$2,100.00	\$0.00	\$0.00	\$38,221.00
0112	113	SR. DETENTION OFFICER STEP III	\$34,155.00	\$512.00	\$34,667.00	0.035	\$1,213.00	\$0.00	\$35,880.00	\$35,881.00	\$420.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,301.00
0113	113	SR. DETENTION OFFICER STEP III	\$34,155.00	\$512.00	\$34,667.00	0.035	\$1,213.00	\$0.00	\$35,880.00	\$35,881.00	\$360.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,241.00
0114	113	DETENTION OFFICER STEP I	\$28,800.00	\$1,650.00	\$30,450.00	0	\$0.00	\$0.00	\$30,450.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0115	113	SR. DETENTION OFFICER STEP III	\$34,155.00	\$512.00	\$34,667.00	0.035	\$1,213.00	\$0.00	\$35,880.00	\$35,881.00	\$300.00	\$0.00	\$2,100.00	\$0.00	\$0.00	\$38,281.00
0116	113	SR. DETENTION OFFICER STEP III	\$34,155.00	\$512.00	\$34,667.00	0.035	\$1,213.00	\$0.00	\$35,880.00	\$35,881.00	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,181.00
0117	113	SR. DETENTION OFFICER STEP III	\$34,155.00	\$512.00	\$34,667.00	0.035	\$1,213.00	\$0.00	\$35,880.00	\$35,881.00	\$240.00	\$0.00	\$2,100.00	\$0.00	\$0.00	\$38,221.00
0118	113	DETENTION OFFICER STEP II	\$31,050.00	\$466.00	\$31,516.00	0.063	\$1,979.00	\$0.00	\$33,495.00	\$31,516.00	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31,576.00
0119	113	DETENTION OFFICER STEP I	\$30,000.00	\$450.00	\$30,450.00	0.035	\$1,066.00	\$0.00	\$31,516.00	\$30,450.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30,450.00
0120	113	SR. DETENTION OFFICER STEP III	\$34,155.00	\$512.00	\$34,667.00	0.035	\$1,213.00	\$0.00	\$35,880.00	\$35,881.00	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,181.00
0121	113	SR. DETENTION OFFICER STEP III	\$34,155.00	\$512.00	\$34,667.00	0.035	\$1,213.00	\$0.00	\$35,880.00	\$35,881.00	\$300.00	\$0.00	\$2,100.00	\$0.00	\$0.00	\$38,281.00
0122	113	SR. DETENTION OFFICER STEP III	\$34,155.00	\$512.00	\$34,667.00	0.035	\$1,213.00	\$0.00	\$35,880.00	\$35,881.00	\$240.00	\$0.00	\$2,100.00	\$0.00	\$0.00	\$38,221.00
0123	113	SR. DETENTION OFFICER STEP III	\$34,155.00	\$512.00	\$34,667.00	0.035	\$1,213.00	\$0.00	\$35,880.00	\$35,881.00	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,181.00
0124	113	SR. DETENTION OFFICER STEP II	\$34,155.00	\$512.00	\$34,667.00	0.035	\$1,213.00	\$0.00	\$35,880.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0125	113	SR. DETENTION OFFICER STEP III	\$34,155.00	\$512.00	\$34,667.00	0.035	\$1,213.00	\$0.00	\$35,880.00	\$35,881.00	\$300.00	\$0.00	\$2,100.00	\$0.00	\$0.00	\$38,281.00
0126	113	SR. DETENTION OFFICER STEP III	\$34,155.00	\$512.00	\$34,667.00	0.035	\$1,213.00	\$0.00	\$35,880.00	\$35,881.00	\$300.00	\$0.00	\$2,100.00	\$0.00	\$0.00	\$38,281.00
0127	113	SR. DETENTION OFFICER STEP III	\$34,155.00	\$512.00	\$34,667.00	0.035	\$1,213.00	\$0.00	\$35,880.00	\$35,881.00	\$240.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,121.00
0128	113	SR. DETENTION OFFICER STEP III	\$34,155.00	\$512.00	\$34,667.00	0.035	\$1,213.00	\$0.00	\$35,880.00	\$35,881.00	\$240.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,121.00
0129	113	SR. DETENTION OFFICER STEP III	\$34,155.00	\$512.00	\$34,667.00	0.035	\$1,213.00	\$0.00	\$35,880.00	\$35,881.00	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,181.00
0130	113	SR. DETENTION OFFICER STEP III	\$34,155.00	\$512.00	\$34,667.00	0.035	\$1,213.00	\$0.00	\$35,880.00	\$35,881.00	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,181.00
0131	113	SR. DETENTION OFFICER STEP III	\$34,155.00	\$512.00	\$34,667.00	0.035	\$1,213.00	\$0.00	\$35,880.00	\$35,881.00	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,181.00
0132	113	SR. DETENTION OFFICER STEP III	\$34,155.00	\$512.00	\$34,667.00	0.035	\$1,213.00	\$0.00	\$35,880.00	\$35,881.00	\$360.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,241.00
0133	113	SR. DETENTION OFFICER STEP III	\$34,155.00	\$512.00	\$34,667.00	0.035	\$1,213.00	\$0.00	\$35,880.00	\$35,881.00	\$180.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,061.00

**HIDALGO COUNTY  
COMMISSIONER COURT  
2009 SALARY SCHEDULE**

1100-423-21-280-002-0

**AI - 15337**

**JAIL**

Slot #	Obj Code	POSITION TITLE	2008 BUDGETED SALARY	2009 ADJUSTED SALARY	2009 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2009 BUDGETED SALARY APPROVED	2009 ACTUAL SALARY	Other Allowances					2009 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0134	113	SR. DETENTION OFFICER STEP III	\$34,155.00	\$512.00	\$34,667.00	0.035	\$1,213.00	\$0.00	\$35,880.00	\$35,881.00	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,181.00
0135	113	DETENTION OFFICER STEP I	\$30,000.00	\$450.00	\$30,450.00	0.035	\$1,066.00	\$0.00	\$31,516.00	\$30,450.00	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30,510.00
0136	113	SR. DETENTION OFFICER STEP III	\$34,155.00	\$512.00	\$34,667.00	0.035	\$1,213.00	\$0.00	\$35,880.00	\$35,881.00	\$420.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,301.00
0137	113	SR. DETENTION OFFICER STEP III	\$34,155.00	\$512.00	\$34,667.00	0.035	\$1,213.00	\$0.00	\$35,880.00	\$35,881.00	\$240.00	\$0.00	\$2,100.00	\$0.00	\$0.00	\$38,221.00
0138	113	SR. DETENTION OFFICER STEP III	\$34,155.00	\$512.00	\$34,667.00	0.035	\$1,213.00	\$0.00	\$35,880.00	\$35,881.00	\$240.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,121.00
0139	113	SR. DETENTION OFFICER STEP III	\$34,155.00	\$512.00	\$34,667.00	0.035	\$1,213.00	\$0.00	\$35,880.00	\$35,881.00	\$360.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,241.00
0140	113	DETENTION OFFICER STEP I	\$30,000.00	\$450.00	\$30,450.00	0.035	\$1,066.00	\$0.00	\$31,516.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0141	113	SR. DETENTION OFFICER STEP III	\$34,155.00	\$512.00	\$34,667.00	0.035	\$1,213.00	\$0.00	\$35,880.00	\$35,880.00	\$360.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,240.00
0142	113	DETENTION OFFICER STEP I	\$30,000.00	\$450.00	\$30,450.00	0.035	\$1,066.00	\$0.00	\$31,516.00	\$30,450.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30,450.00
0143	113	SR. DETENTION OFFICER STEP III	\$34,155.00	\$512.00	\$34,667.00	0.035	\$1,213.00	\$0.00	\$35,880.00	\$35,881.00	\$240.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,121.00
0144	113	SR. DETENTION OFFICER STEP III	\$34,155.00	\$512.00	\$34,667.00	0.035	\$1,213.00	\$0.00	\$35,880.00	\$35,881.00	\$360.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,241.00
0145	113	DETENTION OFFICER	\$34,155.00	(\$3,705.00)	\$30,450.00	0	\$0.00	(\$1,218.00)	\$29,232.00	\$29,232.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$29,232.00
0146	113	SR. DETENTION OFFICER STEP III	\$34,155.00	\$512.00	\$34,667.00	0.035	\$1,213.00	\$0.00	\$35,880.00	\$35,881.00	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,181.00
0147	113	SR. DETENTION OFFICER STEP III	\$34,155.00	\$512.00	\$34,667.00	0.035	\$1,213.00	\$0.00	\$35,880.00	\$35,881.00	\$240.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,121.00
0148	113	SR. DETENTION OFFICER STEP III	\$34,155.00	\$512.00	\$34,667.00	0.035	\$1,213.00	\$0.00	\$35,880.00	\$35,881.00	\$360.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,241.00
0149	113	SR. DETENTION OFFICER STEP III	\$34,155.00	\$512.00	\$34,667.00	0.035	\$1,213.00	\$0.00	\$35,880.00	\$35,881.00	\$360.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,241.00
0150	113	SR. DETENTION OFFICER STEP III	\$34,155.00	\$512.00	\$34,667.00	0.035	\$1,213.00	\$0.00	\$35,880.00	\$35,881.00	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,181.00
0151	113	SR. DETENTION OFFICER STEP II	\$34,155.00	\$512.00	\$34,667.00	0.035	\$1,213.00	\$0.00	\$35,880.00	\$35,880.00	\$360.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,240.00
0152	113	DETENTION OFFICER	\$34,155.00	\$512.00	\$34,667.00	0.035	\$1,213.00	\$0.00	\$35,880.00	\$29,232.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$29,232.00
0153	113	SR. DETENTION OFFICER STEP III	\$34,155.00	\$512.00	\$34,667.00	0.035	\$1,213.00	\$0.00	\$35,880.00	\$35,881.00	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,181.00
0154	113	SR. DETENTION OFFICER STEP III	\$34,155.00	\$512.00	\$34,667.00	0.035	\$1,213.00	\$0.00	\$35,880.00	\$35,881.00	\$360.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,241.00
0155	113	SR. DETENTION OFFICER STEP III	\$34,155.00	\$512.00	\$34,667.00	0.035	\$1,213.00	\$0.00	\$35,880.00	\$35,881.00	\$240.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,121.00
0156	113	DETENTION OFFICER STEP II	\$31,050.00	\$466.00	\$31,516.00	0.063	\$1,979.00	\$0.00	\$33,495.00	\$31,516.00	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31,576.00
0157	113	SR. DETENTION OFFICER STEP III	\$34,155.00	\$512.00	\$34,667.00	0.035	\$1,213.00	\$0.00	\$35,880.00	\$35,881.00	\$240.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,121.00
0158	113	DETENTION OFFICER	\$28,800.00	\$1,650.00	\$30,450.00	0	\$0.00	\$0.00	\$30,450.00	\$29,232.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$29,232.00
0159	113	SR. DETENTION OFFICER STEP III	\$34,155.00	\$512.00	\$34,667.00	0.035	\$1,213.00	\$0.00	\$35,880.00	\$35,881.00	\$360.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,241.00
0160	113	SR. DETENTION OFFICER STEP III	\$34,155.00	\$512.00	\$34,667.00	0.035	\$1,213.00	\$0.00	\$35,880.00	\$35,881.00	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,181.00
0161	113	SR. DETENTION OFFICER STEP III	\$34,155.00	\$512.00	\$34,667.00	0.035	\$1,213.00	\$0.00	\$35,880.00	\$35,881.00	\$360.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,241.00
0162	113	SR. DETENTION OFFICER STEP III	\$34,155.00	\$512.00	\$34,667.00	0.035	\$1,213.00	\$0.00	\$35,880.00	\$35,881.00	\$240.00	\$0.00	\$2,100.00	\$0.00	\$0.00	\$38,221.00
0163	113	SR. DETENTION OFFICER STEP III	\$34,155.00	\$512.00	\$34,667.00	0.035	\$1,213.00	\$0.00	\$35,880.00	\$35,881.00	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,181.00
0164	113	SR. DETENTION OFFICER STEP III	\$34,155.00	\$512.00	\$34,667.00	0.035	\$1,213.00	\$0.00	\$35,880.00	\$35,881.00	\$420.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,301.00
0165	113	SR. DETENTION OFFICER STEP III	\$34,155.00	\$512.00	\$34,667.00	0.035	\$1,213.00	\$0.00	\$35,880.00	\$35,881.00	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,181.00
0166	113	SR. DETENTION OFFICER STEP III	\$34,155.00	\$512.00	\$34,667.00	0.035	\$1,213.00	\$0.00	\$35,880.00	\$35,881.00	\$420.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,301.00

**HIDALGO COUNTY  
COMMISSIONER COURT  
2009 SALARY SCHEDULE**

1100-423-21-280-002-0

**AI - 15337**

**JAIL**

Slot #	Obj Code	POSITION TITLE	2008 BUDGETED SALARY	2009 ADJUSTED SALARY	2009 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2009 BUDGETED SALARY APPROVED	2009 ACTUAL SALARY	Other Allowances					2009 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0167	113	SR. DETENTION OFFICER STEP III	\$34,155.00	\$512.00	\$34,667.00	0.035	\$1,213.00	\$0.00	\$35,880.00	\$35,881.00	\$240.00	\$0.00	\$2,100.00	\$0.00	\$0.00	\$38,221.00
0168	113	SR. DETENTION OFFICER STEP III	\$34,155.00	\$512.00	\$34,667.00	0.035	\$1,213.00	\$0.00	\$35,880.00	\$35,881.00	\$240.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,121.00
0169	113	DETENTION OFFICER STEP II	\$31,050.00	\$466.00	\$31,516.00	0.063	\$1,979.00	\$0.00	\$33,495.00	\$31,516.00	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31,576.00
0170	113	SR. DETENTION OFFICER STEP III	\$34,155.00	\$512.00	\$34,667.00	0.035	\$1,213.00	\$0.00	\$35,880.00	\$35,881.00	\$360.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,241.00
0171	113	SR. DETENTION OFFICER STEP III	\$34,155.00	\$512.00	\$34,667.00	0.035	\$1,213.00	\$0.00	\$35,880.00	\$35,881.00	\$240.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,121.00
0172	113	SR. DETENTION OFFICER STEP III	\$34,155.00	\$512.00	\$34,667.00	0.035	\$1,213.00	\$0.00	\$35,880.00	\$35,881.00	\$360.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,241.00
0173	113	SR. DETENTION OFFICER STEP III	\$34,155.00	\$512.00	\$34,667.00	0.035	\$1,213.00	\$0.00	\$35,880.00	\$35,881.00	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,181.00
0174	113	DETENTION OFFICER	\$28,800.00	\$1,650.00	\$30,450.00	0	\$0.00	\$0.00	\$30,450.00	\$29,232.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$29,232.00
0175	113	SR. DETENTION OFFICER STEP III	\$34,155.00	\$512.00	\$34,667.00	0.035	\$1,213.00	\$0.00	\$35,880.00	\$35,881.00	\$420.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,301.00
0176	113	SR. DETENTION OFFICER STEP III	\$34,155.00	\$512.00	\$34,667.00	0.035	\$1,213.00	\$0.00	\$35,880.00	\$35,881.00	\$420.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,301.00
0177	113	SR. DETENTION OFFICER STEP III	\$34,155.00	\$512.00	\$34,667.00	0.035	\$1,213.00	\$0.00	\$35,880.00	\$35,881.00	\$240.00	\$0.00	\$2,100.00	\$0.00	\$0.00	\$38,221.00
0178	113	SR. DETENTION OFFICER STEP III	\$34,155.00	\$512.00	\$34,667.00	0.035	\$1,213.00	\$0.00	\$35,880.00	\$35,881.00	\$360.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,241.00
0179	113	SR. DETENTION OFFICER STEP III	\$34,155.00	\$512.00	\$34,667.00	0.035	\$1,213.00	\$0.00	\$35,880.00	\$35,881.00	\$240.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,121.00
0180	113	SR. DETENTION OFFICER STEP III	\$34,155.00	\$512.00	\$34,667.00	0.035	\$1,213.00	\$0.00	\$35,880.00	\$35,881.00	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,181.00
0181	113	DETENTION OFFICER STEP I	\$30,000.00	\$450.00	\$30,450.00	0.035	\$1,066.00	\$0.00	\$31,516.00	\$30,450.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30,450.00
0182	113	DETENTION OFFICER STEP I	\$30,000.00	\$450.00	\$30,450.00	0.035	\$1,066.00	\$0.00	\$31,516.00	\$30,450.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30,450.00
0183	113	SR. DETENTION OFFICER STEP III	\$34,155.00	\$512.00	\$34,667.00	0.035	\$1,213.00	\$0.00	\$35,880.00	\$35,881.00	\$240.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,121.00
0184	113	SR. DETENTION OFFICER STEP III	\$34,155.00	\$512.00	\$34,667.00	0.035	\$1,213.00	\$0.00	\$35,880.00	\$35,881.00	\$240.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,121.00
0185	113	DETENTION OFFICER STEP I	\$30,000.00	\$450.00	\$30,450.00	0.035	\$1,066.00	\$0.00	\$31,516.00	\$30,450.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30,450.00
0186	113	SR. DETENTION OFFICER STEP III	\$34,155.00	\$512.00	\$34,667.00	0.035	\$1,213.00	\$0.00	\$35,880.00	\$35,881.00	\$240.00	\$0.00	\$2,100.00	\$0.00	\$0.00	\$38,221.00
0187	113	SR. DETENTION OFFICER STEP III	\$34,155.00	\$512.00	\$34,667.00	0.035	\$1,213.00	\$0.00	\$35,880.00	\$35,881.00	\$240.00	\$0.00	\$2,100.00	\$0.00	\$0.00	\$38,221.00
0188	113	SR. DETENTION OFFICER STEP III	\$34,155.00	\$512.00	\$34,667.00	0.035	\$1,213.00	\$0.00	\$35,880.00	\$35,881.00	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,181.00
0189	113	SR. DETENTION OFFICER STEP III	\$34,155.00	\$512.00	\$34,667.00	0.035	\$1,213.00	\$0.00	\$35,880.00	\$35,881.00	\$300.00	\$0.00	\$2,100.00	\$0.00	\$0.00	\$38,281.00
0190	113	SR. DETENTION OFFICER STEP III	\$34,155.00	\$512.00	\$34,667.00	0.035	\$1,213.00	\$0.00	\$35,880.00	\$35,881.00	\$240.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,121.00
0191	113	SR. DETENTION OFFICER STEP III	\$34,155.00	\$512.00	\$34,667.00	0.035	\$1,213.00	\$0.00	\$35,880.00	\$35,881.00	\$360.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,241.00
0192	113	SR. DETENTION OFFICER STEP III	\$34,155.00	\$512.00	\$34,667.00	0.035	\$1,213.00	\$0.00	\$35,880.00	\$35,881.00	\$360.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,241.00
0193	113	SR. DETENTION OFFICER STEP III	\$34,155.00	\$512.00	\$34,667.00	0.035	\$1,213.00	\$0.00	\$35,880.00	\$35,881.00	\$240.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,121.00
0194	113	DETENTION OFFICER	\$28,800.00	\$1,650.00	\$30,450.00	0	\$0.00	\$0.00	\$30,450.00	\$29,232.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$29,232.00
0195	113	SR. DETENTION OFFICER STEP III	\$34,155.00	\$512.00	\$34,667.00	0.035	\$1,213.00	\$0.00	\$35,880.00	\$35,881.00	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,181.00
0196	113	DETENTION OFFICER STEP I	\$30,000.00	\$450.00	\$30,450.00	0.035	\$1,066.00	\$0.00	\$31,516.00	\$30,450.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30,450.00
0197	113	SR. DETENTION OFFICER STEP III	\$34,155.00	\$512.00	\$34,667.00	0.035	\$1,213.00	\$0.00	\$35,880.00	\$35,881.00	\$360.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,241.00
0198	113	DETENTION OFFICER STEP I	\$28,800.00	\$1,650.00	\$30,450.00	0	\$0.00	\$0.00	\$30,450.00	\$30,450.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30,450.00
0199	113	SR. DETENTION OFFICER STEP III	\$34,155.00	\$512.00	\$34,667.00	0.035	\$1,213.00	\$0.00	\$35,880.00	\$35,881.00	\$240.00	\$0.00	\$2,100.00	\$0.00	\$0.00	\$38,221.00





**HIDALGO COUNTY  
COMMISSIONER COURT  
2009 SALARY SCHEDULE**

1100-423-21-280-002-0

**AI - 15337**

**JAIL**

Slot #	Obj Code	POSITION TITLE	2008 BUDGETED SALARY	2009 ADJUSTED SALARY	2009 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2009 BUDGETED SALARY APPROVED	2009 ACTUAL SALARY	Other Allowances					2009 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0266	113	SR. DETENTION OFFICER STEP II	\$33,000.00	\$495.00	\$33,495.00	0.035	\$1,172.00	\$0.00	\$34,667.00	\$34,667.00	\$180.00	\$0.00	\$3,600.00	\$0.00	\$0.00	\$38,447.00
0267	113	SR. DETENTION OFFICER STEP II	\$33,000.00	\$495.00	\$33,495.00	0.035	\$1,172.00	\$0.00	\$34,667.00	\$34,667.00	\$180.00	\$0.00	\$1,500.00	\$0.00	\$0.00	\$36,347.00
0268	113	SR. DETENTION OFFICER STEP I	\$33,000.00	\$495.00	\$33,495.00	0.035	\$1,172.00	\$0.00	\$34,667.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0269	113	SR. DETENTION OFFICER STEP II	\$33,000.00	\$495.00	\$33,495.00	0.035	\$1,172.00	\$0.00	\$34,667.00	\$34,667.00	\$180.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34,847.00
0270	113	SR. DETENTION OFFICER STEP II	\$33,000.00	\$495.00	\$33,495.00	0.035	\$1,172.00	\$0.00	\$34,667.00	\$34,667.00	\$180.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34,847.00
0271	113	SR. DETENTION OFFICER STEP II	\$33,000.00	\$495.00	\$33,495.00	0.035	\$1,172.00	\$0.00	\$34,667.00	\$34,667.00	\$180.00	\$0.00	\$2,100.00	\$0.00	\$0.00	\$36,947.00
0272	113	DETENTION OFFICER	\$33,000.00	(\$2,550.00)	\$30,450.00	0	\$0.00	(\$1,218.00)	\$29,232.00	\$29,232.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$29,232.00
0273	113	SR. DETENTION OFFICER STEP II	\$33,000.00	\$495.00	\$33,495.00	0.035	\$1,172.00	\$0.00	\$34,667.00	\$34,667.00	\$180.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34,847.00
0274	113	SR. DETENTION OFFICER STEP II	\$33,000.00	\$495.00	\$33,495.00	0.035	\$1,172.00	\$0.00	\$34,667.00	\$34,667.00	\$180.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34,847.00
0275	113	SR. DETENTION OFFICER STEP II	\$33,000.00	\$495.00	\$33,495.00	0.035	\$1,172.00	\$0.00	\$34,667.00	\$34,667.00	\$180.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34,847.00
0276	113	SR. DETENTION OFFICER STEP II	\$33,000.00	\$495.00	\$33,495.00	0.035	\$1,172.00	\$0.00	\$34,667.00	\$34,667.00	\$180.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34,847.00
0277	113	DETENTION OFFICER STEP I	\$28,800.00	\$1,650.00	\$30,450.00	0	\$0.00	\$0.00	\$30,450.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0278	113	SR. DETENTION OFFICER STEP II	\$33,000.00	\$495.00	\$33,495.00	0.035	\$1,172.00	\$0.00	\$34,667.00	\$34,667.00	\$180.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34,847.00
0279	113	SR. DETENTION OFFICER STEP II	\$33,000.00	\$495.00	\$33,495.00	0.035	\$1,172.00	\$0.00	\$34,667.00	\$34,667.00	\$180.00	\$0.00	\$2,100.00	\$0.00	\$0.00	\$36,947.00
0280	113	SR. DETENTION OFFICER STEP II	\$33,000.00	\$495.00	\$33,495.00	0.035	\$1,172.00	\$0.00	\$34,667.00	\$34,667.00	\$180.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34,847.00
0281	113	SR. DETENTION OFFICER STEP II	\$33,000.00	\$495.00	\$33,495.00	0.035	\$1,172.00	\$0.00	\$34,667.00	\$34,667.00	\$180.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34,847.00
0282	113	SR. DETENTION OFFICER STEP II	\$33,000.00	\$495.00	\$33,495.00	0.035	\$1,172.00	\$0.00	\$34,667.00	\$34,667.00	\$180.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34,847.00
0283	113	DETENTION OFFICER STEP I	\$28,800.00	\$1,650.00	\$30,450.00	0	\$0.00	\$0.00	\$30,450.00	\$30,450.00	\$0.00	\$0.00	\$1,200.00	\$0.00	\$0.00	\$31,650.00
0284	113	SR. DETENTION OFFICER STEP II	\$33,000.00	\$495.00	\$33,495.00	0.035	\$1,172.00	\$0.00	\$34,667.00	\$34,667.00	\$180.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34,847.00
0285	113	SR. DETENTION OFFICER STEP II	\$33,000.00	\$495.00	\$33,495.00	0.035	\$1,172.00	\$0.00	\$34,667.00	\$34,667.00	\$180.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34,847.00
0286	113	DETENTION OFFICER	\$28,800.00	\$1,650.00	\$30,450.00	0	\$0.00	(\$1,218.00)	\$29,232.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0287	113	SR. DETENTION OFFICER STEP II	\$33,000.00	\$495.00	\$33,495.00	0.035	\$1,172.00	\$0.00	\$34,667.00	\$34,667.00	\$180.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34,847.00
0288	113	SR. DETENTION OFFICER STEP I	\$33,000.00	\$495.00	\$33,495.00	0.035	\$1,172.00	\$0.00	\$34,667.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0289	113	SR. DETENTION OFFICER STEP II	\$33,000.00	\$495.00	\$33,495.00	0.035	\$1,172.00	\$0.00	\$34,667.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0290	113	SR. DETENTION OFFICER STEP II	\$33,000.00	\$495.00	\$33,495.00	0.035	\$1,172.00	\$0.00	\$34,667.00	\$34,667.00	\$180.00	\$0.00	\$1,200.00	\$0.00	\$0.00	\$36,047.00
0291	113	SR. DETENTION OFFICER STEP II	\$33,000.00	\$495.00	\$33,495.00	0.035	\$1,172.00	\$0.00	\$34,667.00	\$34,667.00	\$180.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34,847.00
0292	113	SR. DETENTION OFFICER STEP II	\$33,000.00	\$495.00	\$33,495.00	0.035	\$1,172.00	\$0.00	\$34,667.00	\$34,667.00	\$180.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34,847.00
0293	113	DETENTION OFFICER STEP II	\$30,000.00	\$450.00	\$30,450.00	0.035	\$1,066.00	\$0.00	\$31,516.00	\$31,516.00	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31,576.00
0294	113	SR. DETENTION OFFICER STEP II	\$33,000.00	\$495.00	\$33,495.00	0.035	\$1,172.00	\$0.00	\$34,667.00	\$34,667.00	\$180.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34,847.00
0295	113	DETENTION OFFICER STEP II	\$30,000.00	\$450.00	\$30,450.00	0.035	\$1,066.00	\$0.00	\$31,516.00	\$31,516.00	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31,576.00
0296	113	DETENTION OFFICER	\$30,000.00	\$450.00	\$30,450.00	0	\$0.00	(\$1,218.00)	\$29,232.00	\$29,232.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$29,232.00
0297	113	DETENTION OFFICER STEP I	\$30,000.00	\$450.00	\$30,450.00	0.035	\$1,066.00	\$0.00	\$31,516.00	\$30,450.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30,450.00
0298	113	SR. DETENTION OFFICER STEP II	\$33,000.00	\$495.00	\$33,495.00	0.035	\$1,172.00	\$0.00	\$34,667.00	\$34,667.00	\$180.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34,847.00

**HIDALGO COUNTY  
COMMISSIONER COURT  
2009 SALARY SCHEDULE**

1100-423-21-280-002-0

**AI - 15337**

**JAIL**

Slot #	Obj Code	POSITION TITLE	2008 BUDGETED SALARY	2009 ADJUSTED SALARY	2009 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2009 BUDGETED SALARY APPROVED	2009 ACTUAL SALARY	Other Allowances					2009 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0299	113	DETENTION OFFICER	\$28,800.00	\$1,650.00	\$30,450.00	0	\$0.00	\$0.00	\$30,450.00	\$29,232.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$29,232.00
0300	113	DETENTION OFFICER STEP I	\$30,000.00	\$450.00	\$30,450.00	0.035	\$1,066.00	\$0.00	\$31,516.00	\$30,450.00	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30,510.00
0301	113	DETENTION OFFICER STEP I	\$30,000.00	\$450.00	\$30,450.00	0.035	\$1,066.00	\$0.00	\$31,516.00	\$30,450.00	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30,510.00
0302	113	DETENTION OFFICER STEP II	\$30,000.00	\$450.00	\$30,450.00	0.035	\$1,066.00	\$0.00	\$31,516.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0303	113	SR. DETENTION OFFICER STEP II	\$33,000.00	\$495.00	\$33,495.00	0.035	\$1,172.00	\$0.00	\$34,667.00	\$34,667.00	\$180.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34,847.00
0304	113	SR. DETENTION OFFICER STEP II	\$33,000.00	\$495.00	\$33,495.00	0.035	\$1,172.00	\$0.00	\$34,667.00	\$34,667.00	\$180.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34,847.00
0305	113	DETENTION OFFICER	\$28,800.00	\$1,650.00	\$30,450.00	0	\$0.00	\$0.00	\$30,450.00	\$29,232.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$29,232.00
0306	113	SR. DETENTION OFFICER STEP I	\$33,000.00	\$495.00	\$33,495.00	0.035	\$1,172.00	\$0.00	\$34,667.00	\$33,495.00	\$180.00	\$0.00	\$0.00	\$0.00	\$0.00	\$33,675.00
0307	113	DETENTION OFFICER STEP II	\$30,000.00	\$450.00	\$30,450.00	0.035	\$1,066.00	\$0.00	\$31,516.00	\$31,516.00	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31,576.00
0308	113	DETENTION OFFICER STEP I	\$30,000.00	\$450.00	\$30,450.00	0.035	\$1,066.00	\$0.00	\$31,516.00	\$30,450.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30,450.00
0309	113	SR. DETENTION OFFICER STEP I	\$33,000.00	\$495.00	\$33,495.00	0.035	\$1,172.00	\$0.00	\$34,667.00	\$33,495.00	\$180.00	\$0.00	\$2,100.00	\$0.00	\$0.00	\$35,775.00
0310	113	SR. DETENTION OFFICER STEP I	\$31,050.00	\$466.00	\$31,516.00	0.063	\$1,979.00	\$0.00	\$33,495.00	\$33,495.00	\$120.00	\$0.00	\$1,500.00	\$0.00	\$0.00	\$35,115.00
0311	113	SR. DETENTION OFFICER STEP I	\$31,050.00	\$466.00	\$31,516.00	0.063	\$1,979.00	\$0.00	\$33,495.00	\$33,495.00	\$300.00	\$0.00	\$1,200.00	\$0.00	\$0.00	\$34,995.00
0312	113	DETENTION OFFICER STEP II	\$30,000.00	\$450.00	\$30,450.00	0.035	\$1,066.00	\$0.00	\$31,516.00	\$31,516.00	\$60.00	\$0.00	\$1,500.00	\$0.00	\$0.00	\$33,076.00
0313	113	SR. DETENTION OFFICER STEP I	\$31,050.00	\$466.00	\$31,516.00	0.063	\$1,979.00	\$0.00	\$33,495.00	\$33,495.00	\$120.00	\$0.00	\$1,200.00	\$0.00	\$0.00	\$34,815.00
0314	113	DETENTION OFFICER STEP II	\$30,000.00	\$450.00	\$30,450.00	0.035	\$1,066.00	\$0.00	\$31,516.00	\$31,516.00	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31,576.00
0315	113	SR. DETENTION OFFICER STEP I	\$33,000.00	\$495.00	\$33,495.00	0.035	\$1,172.00	\$0.00	\$34,667.00	\$33,495.00	\$120.00	\$0.00	\$0.00	\$0.00	\$0.00	\$33,615.00
0316	113	DETENTION OFFICER STEP I	\$28,800.00	\$1,650.00	\$30,450.00	0	\$0.00	\$0.00	\$30,450.00	\$30,450.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30,450.00
0317	113	SR. DETENTION OFFICER STEP I	\$33,000.00	\$495.00	\$33,495.00	0.035	\$1,172.00	\$0.00	\$34,667.00	\$33,495.00	\$180.00	\$0.00	\$0.00	\$0.00	\$0.00	\$33,675.00
0318	113	SR. DETENTION OFFICER STEP I	\$33,000.00	\$495.00	\$33,495.00	0.035	\$1,172.00	\$0.00	\$34,667.00	\$33,495.00	\$120.00	\$0.00	\$0.00	\$0.00	\$0.00	\$33,615.00
0319	113	DETENTION OFFICER STEP II	\$31,050.00	\$466.00	\$31,516.00	0.063	\$1,979.00	\$0.00	\$33,495.00	\$31,516.00	\$120.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31,636.00
0320	113	DETENTION OFFICER STEP I	\$33,000.00	(\$2,550.00)	\$30,450.00	0	\$0.00	\$0.00	\$30,450.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0321	113	DETENTION OFFICER STEP I	\$28,800.00	\$1,650.00	\$30,450.00	0	\$0.00	\$0.00	\$30,450.00	\$30,450.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30,450.00
0322	113	DETENTION OFFICER STEP I	\$28,800.00	\$1,650.00	\$30,450.00	0	\$0.00	\$0.00	\$30,450.00	\$30,450.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30,450.00
0323	113	SR. DETENTION OFFICER STEP I	\$33,000.00	\$495.00	\$33,495.00	0.035	\$1,172.00	\$0.00	\$34,667.00	\$33,495.00	\$180.00	\$0.00	\$0.00	\$0.00	\$0.00	\$33,675.00
0324	113	DETENTION OFFICER STEP II	\$31,050.00	\$466.00	\$31,516.00	0.063	\$1,979.00	\$0.00	\$33,495.00	\$31,516.00	\$120.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31,636.00
0325	113	DETENTION OFFICER STEP II	\$31,050.00	\$466.00	\$31,516.00	0.063	\$1,979.00	\$0.00	\$33,495.00	\$31,516.00	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31,576.00
0326	113	SR. DETENTION OFFICER STEP I	\$31,050.00	\$466.00	\$31,516.00	0.063	\$1,979.00	\$0.00	\$33,495.00	\$33,495.00	\$120.00	\$0.00	\$0.00	\$0.00	\$0.00	\$33,615.00
0327	113	DETENTION OFFICER STEP II	\$31,050.00	\$466.00	\$31,516.00	0.063	\$1,979.00	(\$1,979.00)	\$31,516.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0328	113	DETENTION OFFICER STEP II	\$31,050.00	\$466.00	\$31,516.00	0.063	\$1,979.00	\$0.00	\$33,495.00	\$31,516.00	\$120.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31,636.00

**HIDALGO COUNTY  
COMMISSIONER COURT  
2009 SALARY SCHEDULE**

1100-423-21-280-002-0

**AI - 15337**

**JAIL**

Slot #	Obj Code	POSITION TITLE	2008 BUDGETED SALARY	2009 ADJUSTED SALARY	2009 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2009 BUDGETED SALARY APPROVED	2009 ACTUAL SALARY	Other Allowances					2009 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0329	113	SR. DETENTION OFFICER STEP I	\$33,000.00	\$495.00	\$33,495.00	0.035	\$1,172.00	\$0.00	\$34,667.00	\$33,495.00	\$120.00	\$0.00	\$0.00	\$0.00	\$0.00	\$33,615.00
0330	113	DETENTION OFFICER STEP I	\$30,000.00	\$450.00	\$30,450.00	0.035	\$1,066.00	\$0.00	\$31,516.00	\$30,450.00	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30,510.00
0331	113	DETENTION OFFICER	\$28,800.00	\$1,650.00	\$30,450.00	0	\$0.00	\$0.00	\$30,450.00	\$29,232.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$29,232.00
0332	113	DETENTION OFFICER STEP II	\$31,050.00	\$466.00	\$31,516.00	0.063	\$1,979.00	\$0.00	\$33,495.00	\$31,516.00	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31,576.00
0333	113	DETENTION OFFICER STEP II	\$31,050.00	\$466.00	\$31,516.00	0.063	\$1,979.00	\$0.00	\$33,495.00	\$31,516.00	\$120.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31,636.00
0334	113	SR. DETENTION OFFICER STEP I	\$33,000.00	\$495.00	\$33,495.00	0.035	\$1,172.00	\$0.00	\$34,667.00	\$33,495.00	\$120.00	\$0.00	\$0.00	\$0.00	\$0.00	\$33,615.00
0335	113	DETENTION OFFICER STEP II	\$31,050.00	\$466.00	\$31,516.00	0.063	\$1,979.00	\$0.00	\$33,495.00	\$31,516.00	\$120.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31,636.00
0336	113	SR. DETENTION OFFICER STEP I	\$33,000.00	\$495.00	\$33,495.00	0.035	\$1,172.00	\$0.00	\$34,667.00	\$33,495.00	\$120.00	\$0.00	\$0.00	\$0.00	\$0.00	\$33,615.00
0337	113	SR. DETENTION OFFICER STEP I	\$33,000.00	\$495.00	\$33,495.00	0.035	\$1,172.00	\$0.00	\$34,667.00	\$33,495.00	\$120.00	\$0.00	\$0.00	\$0.00	\$0.00	\$33,615.00
0338	113	DETENTION OFFICER STEP II	\$30,000.00	\$450.00	\$30,450.00	0.035	\$1,066.00	\$0.00	\$31,516.00	\$31,516.00	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31,576.00
0339	113	SR. DETENTION OFFICER STEP I	\$33,000.00	\$495.00	\$33,495.00	0.035	\$1,172.00	\$0.00	\$34,667.00	\$33,495.00	\$120.00	\$0.00	\$0.00	\$0.00	\$0.00	\$33,615.00
0340	113	DETENTION OFFICER STEP II	\$31,050.00	\$466.00	\$31,516.00	0.063	\$1,979.00	\$0.00	\$33,495.00	\$31,516.00	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31,576.00
0341	113	SR. DETENTION OFFICER STEP I	\$31,050.00	\$466.00	\$31,516.00	0.063	\$1,979.00	\$0.00	\$33,495.00	\$33,495.00	\$120.00	\$0.00	\$0.00	\$0.00	\$0.00	\$33,615.00
0342	113	DETENTION OFFICER STEP II	\$31,050.00	\$466.00	\$31,516.00	0.063	\$1,979.00	\$0.00	\$33,495.00	\$31,516.00	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31,576.00
0343	113	DETENTION OFFICER STEP II	\$31,050.00	\$466.00	\$31,516.00	0.063	\$1,979.00	\$0.00	\$33,495.00	\$31,516.00	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31,576.00
0344	113	DETENTION OFFICER STEP I	\$30,000.00	\$450.00	\$30,450.00	0.035	\$1,066.00	\$0.00	\$31,516.00	\$30,450.00	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30,510.00
0345	113	DETENTION OFFICER STEP II	\$31,050.00	\$466.00	\$31,516.00	0.063	\$1,979.00	\$0.00	\$33,495.00	\$31,516.00	\$120.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31,636.00
0346	113	DETENTION OFFICER STEP I	\$30,000.00	\$450.00	\$30,450.00	0.035	\$1,066.00	\$0.00	\$31,516.00	\$30,450.00	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30,510.00
0347	113	DETENTION OFFICER	\$28,800.00	\$1,650.00	\$30,450.00	0.035	\$1,066.00	\$0.00	\$31,516.00	\$29,232.00	\$0.00	\$0.00	\$1,500.00	\$0.00	\$0.00	\$30,732.00
0348	113	SR. DETENTION OFFICER STEP I	\$31,050.00	\$466.00	\$31,516.00	0.063	\$1,979.00	\$0.00	\$33,495.00	\$33,495.00	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00	\$33,555.00
0349	113	SR. DETENTION OFFICER STEP I	\$33,000.00	\$495.00	\$33,495.00	0.035	\$1,172.00	\$0.00	\$34,667.00	\$33,495.00	\$180.00	\$0.00	\$0.00	\$0.00	\$0.00	\$33,675.00
0350	113	SR. DETENTION OFFICER STEP I	\$33,000.00	\$495.00	\$33,495.00	0.035	\$1,172.00	\$0.00	\$34,667.00	\$33,495.00	\$180.00	\$0.00	\$0.00	\$0.00	\$0.00	\$33,675.00
0351	113	DETENTION OFFICER STEP II	\$31,050.00	\$466.00	\$31,516.00	0.063	\$1,979.00	\$0.00	\$33,495.00	\$31,516.00	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31,576.00
0352	113	DETENTION OFFICER STEP I	\$28,800.00	\$1,650.00	\$30,450.00	0	\$0.00	\$0.00	\$30,450.00	\$30,450.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30,450.00
0353	113	DETENTION OFFICER	\$28,800.00	\$1,650.00	\$30,450.00	0	\$0.00	\$0.00	\$30,450.00	\$29,232.00	\$0.00	\$0.00	\$1,200.00	\$0.00	\$0.00	\$30,432.00
0354	113	PLUMBER	\$30,447.00	\$0.00	\$30,447.00	0.05	\$1,522.35	\$0.00	\$31,969.35	\$31,969.00	\$360.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32,329.00
0355	113	TECHNICIAN	\$30,447.00	\$0.00	\$30,447.00	0.05	\$1,522.35	\$0.00	\$31,969.35	\$31,969.00	\$360.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32,329.00
0356	113	ELECTRICIAN	\$30,447.00	\$0.00	\$30,447.00	0.05	\$1,522.35	\$0.00	\$31,969.35	\$31,969.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31,969.00
0357	113	A/C TECHNICIAN	\$30,446.00	\$0.00	\$30,446.00	0.05	\$1,522.30	\$0.00	\$31,968.30	\$31,968.00	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32,268.00
0358	113	FOOD PREP SPEC	\$30,417.00	\$0.00	\$30,417.00	0.05	\$1,520.85	\$0.00	\$31,937.85	\$31,938.00	\$720.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32,658.00
0359	113	FOOD PREP SPEC	\$30,417.00	\$0.00	\$30,417.00	0.05	\$1,520.85	\$0.00	\$31,937.85	\$31,938.00	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32,238.00

**HIDALGO COUNTY  
COMMISSIONER COURT  
2009 SALARY SCHEDULE**

1100-423-21-280-002-0

**AI - 15337**

**JAIL**

Slot #	Obj Code	POSITION TITLE	2008 BUDGETED SALARY	2009 ADJUSTED SALARY	2009 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2009 BUDGETED SALARY APPROVED	2009 ACTUAL SALARY	Other Allowances					2009 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0360	113	BUDGET CONTROL OFFICER	\$29,632.00	\$0.00	\$29,632.00	0.05	\$1,481.60	\$518.40	\$31,632.00	\$31,632.00	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31,932.00
0361	113	CERTIFIED MEDICAL ASSISTANT	\$29,120.00	\$0.00	\$29,120.00	0.05	\$1,456.00	\$544.00	\$31,120.00	\$31,120.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31,120.00
0362	113	CERTIFIED MEDICAL ASSISTANT	\$29,120.00	\$0.00	\$29,120.00	0.05	\$1,456.00	\$544.00	\$31,120.00	\$31,120.00	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31,420.00
0363	113	CERTIFIED MEDICAL ASSISTANT	\$29,120.00	\$0.00	\$29,120.00	0.05	\$1,456.00	\$544.00	\$31,120.00	\$29,875.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$29,875.00
0364	113	CERTIFIED MEDICAL ASSISTANT	\$29,120.00	\$0.00	\$29,120.00	0.05	\$1,456.00	\$544.00	\$31,120.00	\$31,120.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31,120.00
0365	113	CERTIFIED MEDICAL ASSISTANT	\$29,120.00	\$0.00	\$29,120.00	0.05	\$1,456.00	\$544.00	\$31,120.00	\$31,120.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31,120.00
0366	113	CERTIFIED MEDICAL ASSISTANT	\$29,120.00	\$0.00	\$29,120.00	0.05	\$1,456.00	\$544.00	\$31,120.00	\$31,120.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31,120.00
0367	113	CERTIFIED MEDICAL ASSISTANT	\$29,120.00	\$0.00	\$29,120.00	0.05	\$1,456.00	\$544.00	\$31,120.00	\$31,120.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31,120.00
0368	113	MAINTENANCE TECH	\$28,066.00	\$0.00	\$28,066.00	0.05	\$1,403.30	\$596.70	\$30,066.00	\$30,066.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30,066.00
0369	113	MAINTENANCE TECH	\$28,066.00	\$0.00	\$28,066.00	0.05	\$1,403.30	\$596.70	\$30,066.00	\$30,066.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30,066.00
0370	113	MAINTENANCE TECH	\$28,066.00	\$0.00	\$28,066.00	0.05	\$1,403.30	\$596.70	\$30,066.00	\$30,066.00	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30,366.00
0371	113	MAINTENANCE TECH	\$28,066.00	\$0.00	\$28,066.00	0.05	\$1,403.30	\$596.70	\$30,066.00	\$30,066.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30,066.00
0372	113	FOOD PREP II	\$27,323.00	\$0.00	\$27,323.00	0.05	\$1,366.15	\$633.85	\$29,323.00	\$29,323.00	\$840.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30,163.00
0373	113	FOOD PREP II	\$27,323.00	\$0.00	\$27,323.00	0.05	\$1,366.00	\$634.00	\$29,323.00	\$28,330.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,330.00
0374	113	FOOD PREP II	\$27,323.00	\$0.00	\$27,323.00	0.05	\$1,366.15	\$633.85	\$29,323.00	\$29,323.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$29,323.00
0375	113	SECRETARY III	\$24,737.00	\$0.00	\$24,737.00	0.05	\$1,236.85	\$763.15	\$26,737.00	\$26,737.00	\$1,080.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27,817.00
0376	113	SWITCHBOARD OPERATOR	\$24,737.00	\$0.00	\$24,737.00	0.05	\$1,236.85	\$763.15	\$26,737.00	\$26,737.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26,737.00
0377	113	SWITCHBOARD OPRTR	\$24,737.00	\$0.00	\$24,737.00	0.05	\$1,236.85	\$763.15	\$26,737.00	\$26,737.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26,737.00
0378	113	SWITCHBOARD OPRTR	\$24,737.00	\$0.00	\$24,737.00	0.05	\$1,236.85	\$763.15	\$26,737.00	\$26,737.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26,737.00
0379	113	SWITCHBOARD OPRTR	\$24,737.00	\$0.00	\$24,737.00	0.05	\$1,236.85	\$763.15	\$26,737.00	\$26,737.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26,737.00
0380	113	SWITCHBOARD OPRTR	\$24,737.00	\$0.00	\$24,737.00	0.05	\$1,236.85	\$763.15	\$26,737.00	\$26,737.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26,737.00
0381	113	SECRETARY II	\$24,084.00	\$0.00	\$24,084.00	0.05	\$1,204.20	\$795.80	\$26,084.00	\$26,084.00	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26,384.00
0382	113	SECRETARY II	\$24,084.00	\$0.00	\$24,084.00	0.05	\$1,204.00	\$796.00	\$26,084.00	\$26,084.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26,084.00
0383	113	SECRETARY II	\$24,084.00	\$0.00	\$24,084.00	0.05	\$1,204.00	\$796.00	\$26,084.00	\$26,084.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26,084.00
0384	113	SECRETARY II	\$24,084.00	\$0.00	\$24,084.00	0.05	\$1,204.20	\$795.80	\$26,084.00	\$26,084.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26,084.00
0385	113	SECRETARY II	\$24,084.00	\$0.00	\$24,084.00	0.05	\$1,204.20	\$795.80	\$26,084.00	\$26,084.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26,084.00
0386	113	SECRETARY II	\$24,084.00	\$0.00	\$24,084.00	0.05	\$1,204.20	\$795.80	\$26,084.00	\$26,084.00	\$360.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26,444.00
0387	113	SECRETARY II	\$24,084.00	\$0.00	\$24,084.00	0.05	\$1,204.20	\$795.80	\$26,084.00	\$26,084.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26,084.00
0388	113	SECRETARY II	\$24,084.00	\$0.00	\$24,084.00	0.05	\$1,204.20	\$795.80	\$26,084.00	\$26,084.00	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26,384.00

**HIDALGO COUNTY  
COMMISSIONER COURT  
2009 SALARY SCHEDULE**

**AI - 15337**

1100-423-21-280-002-0

**JAIL**

Slot #	Obj Code	POSITION TITLE	2008 BUDGETED SALARY	2009 ADJUSTED SALARY	2009 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2009 BUDGETED SALARY APPROVED	2009 ACTUAL SALARY	Other Allowances					2009 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0389	113	SECRETARY II	\$24,084.00	\$0.00	\$24,084.00	0.05	\$1,204.20	\$795.80	\$26,084.00	\$26,084.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26,084.00
0390	113	SECRETARY II	\$24,084.00	\$0.00	\$24,084.00	0.05	\$1,204.20	\$795.80	\$26,084.00	\$26,084.00	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26,384.00
0391	113	MEDICAL CLERK	\$21,717.00	\$0.00	\$21,717.00	0.05	\$1,085.85	\$914.15	\$23,717.00	\$23,717.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23,717.00
0392	113	CUSTODIAN	\$20,345.00	\$0.00	\$20,345.00	0.05	\$1,017.25	\$982.75	\$22,345.00	\$22,345.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,345.00
0393	113	CUSTODIAN	\$20,345.00	\$0.00	\$20,345.00	0.05	\$1,017.25	\$982.75	\$22,345.00	\$22,345.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,345.00
0394	113	CUSTODIAN	\$20,345.00	\$0.00	\$20,345.00	0.05	\$1,017.25	\$982.75	\$22,345.00	\$22,345.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,345.00
0395	113	ELECTRICIAN	\$0.00	\$31,969.00	\$31,969.00	0	\$0.00	\$0.00	\$31,969.00	\$31,969.00	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31,969.00
<del>0396</del>	<del>113</del>	<del>DETENTION OFFICER</del>	<del>\$0.00</del>	<del>\$30,450.00</del>	<del>\$30,450.00</del>		<del>\$0.00</del>	<del>\$0.00</del>	<del>\$30,450.00</del>	<del>\$0.00</del>	<del>\$0.00</del>	<del>\$0.00</del>	<del>\$0.00</del>	<del>\$0.00</del>	<del>\$0.00</del>	
<del>0397</del>	<del>113</del>	<del>DETENTION OFFICER</del>	<del>\$0.00</del>	<del>\$30,450.00</del>	<del>\$30,450.00</del>		<del>\$0.00</del>	<del>\$0.00</del>	<del>\$30,450.00</del>	<del>\$0.00</del>	<del>\$0.00</del>	<del>\$0.00</del>	<del>\$0.00</del>	<del>\$0.00</del>	<del>\$0.00</del>	
0398	113	COMMUNITY SERVICE SPECIALIST	\$0.00	\$30,450.00	\$30,450.00		\$0.00	\$0.00	\$30,450.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
0399	113	COMMUNITY SERVICE SPECIALIST	\$0.00	\$30,450.00	\$30,450.00		\$0.00	\$0.00	\$30,450.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
<b>TOTAL</b>			\$13,215,394.00	\$269,645.00	\$13,485,039.00		\$470,847.65	\$11,771.60	\$13,967,658.25	\$13,246,015.36	\$106,140.00	\$0.00	\$142,200.00	\$0.00	\$2,500.00	\$13,496,555.00

Approval to delete two (2) vacant regular full-time Detention Officer positions, slot no.'s 0396 & 0397, budgeted salary \$30,450.00 each and approval to create two (2) regular full-time Community Service Specialist positions, slot no.'s 0398 & 0399, budgeted salary \$30,450.00 each. Pending CC approval.

**Request for various positions- Sanitation and Parks  
CC REGULAR**

**Date:** 05/12/2009  
**Submitted By:** Rosie Cantu, BUDGET & MANAGEMENT  
**Submitted For:** Commissioner Precinct No. 3  
**Department:** BUDGET & MANAGEMENT

**Agenda Category:** Budget and Management      **Purchasing only:** Salary Schedule Changes

**Information**

**CAPTION**

A. Pct. #3 Sanitation (1100):

1. Approval to create the following regular full-time Maintenance positions for the Precinct No. 3 Landfill and the Trosper Road Collection Station:

Slot No.	Position Title	Budgeted Salary
029	Maintenance I	\$24,880.00
030	Maintenance I	\$24,880.00
031	Maintenance I	\$24,880.00

2. Approval of revised salary schedule.

B. Pct. #3 Parks (1213):

1. Approval to create one (1) regular full-time Peace Officer position, slot no. 016 budgeted salary \$36,480.00, per the Constable Grade and Step Pay Plan.

2. Approval of revised salary schedule.

**BACKGROUND**

**Fiscal Impact**

**FISCAL YEAR:** 2009

**ACCT. #:**

**FUNDS AVAILABLE Y/N?:**

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Parks Funding Source: Dept Budget/ Fund Balance

Sanitation Funding Source: Undetermined

**Attachments**

Link: [Job Description-Sanitation](#)

Link: [Revised Salary Schedule-Sanitation](#)

Link: [Job Description-Parks](#)

Link: [Fiscal Note-Parks](#)

Link: [Fiscal Note - Sanitation](#)

Link: [Revised Salary Schedule - Parks](#)

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**Form Routing/Status**

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Rosalinda Cantu (Originator)	Rosie Cantu	05/08/2009 05:02 PM	APRV
2	Budget & Management	Angela Garcia	05/08/2009 05:09 PM	APRV
3	Dina Trevino		05/08/2009 05:25 PM	NEW
Form Started By: Rosie Cantu			Started On: 05/08/2009 12:27 PM	
Final Approval Date: 05/08/2009				

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# HIDALGO COUNTY SANITATION/LANDFILL

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Job Title:	Maintenance I	FLSA Status:	Non-Exempt
Department:	123	Civil Service Status:	Non-Exempt

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## SUMMARY

Serves as general maintenance for Precincts landfill/collection stations. This is a responsible position that may involve minimal instruction or supervision. This is an unskilled manual labor position involved with maintenance of county roads and right-of-way, or servicing an operation such as brush collection, and drainage clearing.

## ESSENTIAL DUTIES AND RESPONSIBILITIES

- Loads material, trash, brush, etc., onto truck. May sometime unload the same.
- Assists in cleaning equipment, hand tools and truck.
- May perform minor repairs to the tools, equipment and truck.
- Cuts high grass or weeds and picks up brush along County right-of-way.
- Maintains shop area clean on daily basis.
- May operate chainsaw to clear right of way.
- Regular attendance is a must.
- Ability to work well with others.

## QUALIFICATION REQUIREMENTS

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

## EDUCATION and/or EXPERIENCE

- High School diploma or General Education degree (GED) preferred.

## CERTIFICATES, LICENSES, REGISTRATIONS

- Must possess valid Texas Motor Vehicle Operator's license;
- Must be able to be insured by the County's insurance carrier.

## OTHER SKILLS AND ABILITIES

- Must have basic knowledge of hand tools associated with manual labor and the minor repair of the equipment.
- Employees working in the installation of signs may use a jackhammer, pole hole digger, hole auger, air compressor, etc., but all employees will be trained on the job to handle such tools.
- Ability to read and interpret documents such as safety rules, maintenance instructions and procedure manuals.

- Bilingual ability (Spanish and English) with the ability to converse fluently in both languages, preferred.
- Ability to calculate figures and amounts such as simple addition, subtraction, multiplication, and division in all units of measure.
- Ability to solve simple and common sense problems and interpret simple instructions furnished in written, oral, diagram or schedule form.
- Ability to understand, follow and give oral and written instructions.
- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County.

### **PHYSICAL DEMANDS**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is required to talk or hear. The employee is required to stand. The employee is required to walk; sit; use hands to finger, handle or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

The employee must occasionally lift and/or move over fifty (50) pounds. Specific vision abilities required by this job include close vision, depth perception and the ability to adjust focus.

### **WORK ENVIRONMENT**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job.

Must be able to perform heavy manual labor outdoors, within a five (5) day forty (40) hour week, with exposure to hazards and conditions involving extremes of heat and cold.

The noise level in the work environment is usually loud.

### **SAFETY REQUIREMENTS**

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle work environments and conditions which involve:

- working closely with others
- working in a multi-task environment

**Maintain effective audio-visual discrimination and perception needed for:**

- **making observations**
- **reading and writing**
- **operating assigned equipment**
- **communicating with others**

**ACCIDENT PREVENTION PROGRAM**

**Required to follow all department's safety regulations.**

**HIDALGO COUNTY  
COMMISSIONER COURT  
2009 SALARY SCHEDULE**

**1100-432-00-123-001-0  
SANITATION PCT.3**

**AI - 15405**

Slot #	Obj Code	POSITION TITLE	2008 BUDGETED SALARY	2009 ADJUSTED SALARY	2009 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2009 BUDGETED SALARY APPROVED	2009 ACTUAL SALARY	Other Allowances					2009 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	SANIT DIRECTOR	\$39,125.00	\$6,875.00	\$46,000.00	0.05	\$2,300.00	\$0.00	\$48,300.00	\$48,300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$48,300.00
0002	113	SR. DEPUTY CONSTABLE STEP I	\$41,800.00	\$0.00	\$41,800.00	0	\$0.00	\$0.00	\$41,800.00	\$41,800.00	\$360.00	\$0.00	\$0.00	\$0.00	\$0.00	\$42,160.00
0003	113	HEAVY EQ OP III	\$24,485.00	\$1,515.00	\$26,000.00	0.05	\$1,300.00	\$700.00	\$28,000.00	\$28,000.00	\$600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,600.00
0004	113	HEAVY EQ OP II	\$24,272.00	\$1,728.00	\$26,000.00	0.05	\$1,300.00	\$700.00	\$28,000.00	\$28,000.00	\$540.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,540.00
0005	113	HEAVY EQ OP II	\$24,272.00	\$1,728.00	\$26,000.00	0.05	\$1,300.00	\$700.00	\$28,000.00	\$28,000.00	\$540.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,540.00
0006	113	HEAVY EQ OP II	\$25,772.00	\$2,228.00	\$28,000.00	0.05	\$1,400.00	\$600.00	\$30,000.00	\$30,000.00	\$540.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30,540.00
0007	113	TRUCK DRIVER III	\$24,144.00	\$5,856.00	\$30,000.00	0.05	\$1,500.00	\$500.00	\$32,000.00	\$32,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32,000.00
0008	113	TRUCK DRIVER III	\$24,144.00	\$5,856.00	\$30,000.00	0.05	\$1,500.00	\$500.00	\$32,000.00	\$32,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32,000.00
0009	113	HEAVY EQ OP II	\$23,204.00	\$2,796.00	\$26,000.00	0.05	\$1,300.00	\$700.00	\$28,000.00	\$28,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,000.00
0010	113	HEAVY EQ OP III	\$23,204.00	\$0.00	\$23,204.00	0.05	\$1,160.00	\$9,236.00	\$33,600.00	\$33,600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$33,600.00
0011	113	HEAVY EQ OP III	\$23,204.00	\$6,796.00	\$30,000.00	0.05	\$1,500.00	\$500.00	\$32,000.00	\$32,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32,000.00
0012	113	MAINTENANCE I	\$23,204.00	\$2,796.00	\$26,000.00	0.05	\$1,300.00	\$700.00	\$28,000.00	\$28,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,000.00
0013	113	MAINTENANCE I	\$23,204.00	\$2,796.00	\$26,000.00	0.05	\$1,300.00	\$700.00	\$28,000.00	\$28,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,000.00
0014	113	MAINTENANCE I	\$23,204.00	\$2,796.00	\$26,000.00	0.05	\$1,300.00	\$700.00	\$28,000.00	\$28,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,000.00
0015	113	MAINTENANCE I	\$23,204.00	\$2,796.00	\$26,000.00	0.05	\$1,300.00	\$700.00	\$28,000.00	\$28,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,000.00
0016	113	MAINTENANCE I	\$23,204.00	\$2,796.00	\$26,000.00	0.05	\$1,300.00	\$700.00	\$28,000.00	\$28,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,000.00
0017	113	MAINTENANCE I	\$23,300.00	\$2,700.00	\$26,000.00	0.05	\$1,300.00	\$700.00	\$28,000.00	\$28,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,000.00
0018	113	TRUCK DRIVER III	\$21,800.00	\$4,200.00	\$26,000.00	0.05	\$1,300.00	\$700.00	\$28,000.00	\$28,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,000.00
0019	113	TRUCK DRIVER III	\$21,800.00	\$4,200.00	\$26,000.00	0.05	\$1,300.00	\$700.00	\$28,000.00	\$28,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,000.00
0020	113	MAINTENANCE I	\$21,800.00	\$4,200.00	\$26,000.00	0.05	\$1,300.00	\$700.00	\$28,000.00	\$28,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,000.00
0021	113	MAINTENANCE I	\$21,800.00	\$4,200.00	\$26,000.00	0.05	\$1,300.00	\$700.00	\$28,000.00	\$28,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,000.00
0022	113	TRUCK DRIVER III	\$24,144.00	\$1,856.00	\$26,000.00	0.05	\$1,300.00	\$700.00	\$28,000.00	\$28,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,000.00
0023	113	TRUCK DRIVER III	\$24,144.00	\$0.00	\$24,144.00	0.05	\$1,207.00	\$793.00	\$26,144.00	\$26,144.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26,144.00
0024	113	TRUCK DRIVER III	\$24,144.00	\$0.00	\$24,144.00	0.05	\$1,207.00	\$793.00	\$26,144.00	\$26,144.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26,144.00
0025	113	SOLID WASTE ENFORCEMENT OFFICER	\$36,480.00	\$0.00	\$36,480.00	0	\$0.00	\$0.00	\$36,480.00	\$36,480.00	\$0.00	\$0.00	\$1,200.00	\$0.00	\$0.00	\$37,680.00
0026	113	MAINTENANCE I	\$22,880.00	\$0.00	\$22,880.00	0.05	\$1,144.00	\$856.00	\$24,880.00	\$24,880.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24,880.00
0027	113	MAINTENANCE I	\$22,880.00	\$0.00	\$22,880.00	0.05	\$1,144.00	\$856.00	\$24,880.00	\$24,880.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24,880.00
0028	113	MAINTENANCE I	\$22,880.00	\$0.00	\$22,880.00	0.05	\$1,144.00	\$856.00	\$24,880.00	\$24,880.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24,880.00
0029	113	MAINTENANCE I	\$0.00	\$24,880.00	\$24,880.00	0	\$0.00	\$0.00	\$24,880.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0030	113	MAINTENANCE I	\$0.00	\$24,880.00	\$24,880.00	0	\$0.00	\$0.00	\$24,880.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
0031	113	MAINTENANCE I	\$0.00	\$24,880.00	\$24,880.00	0	\$0.00	\$0.00	\$24,880.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

**HIDALGO COUNTY  
COMMISSIONER COURT  
2009 SALARY SCHEDULE**

**1100-432-00-123-001-0  
SANITATION PCT.3**

**AI - 15405**

Slot #	Obj Code	POSITION TITLE	2008 BUDGETED SALARY	2009 ADJUSTED SALARY	2009 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2009 BUDGETED SALARY APPROVED	2009 ACTUAL SALARY	Other Allowances					2009 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
<b>Total</b>			\$701,698.00	\$145,354.00	\$847,052.00		\$34,706.00	\$25,990.00	\$907,748.00	\$833,108.00	\$2,580.00	\$0.00	\$1,200.00	\$0.00	\$0.00	\$836,888.00

**Approval to create three (3) new regular full-time Maintenance I positions, slot no.'s 029, 030, and 031 budgeted at \$ 24,880.00 each for the Sanitation department. (Pending CC approval)**

## HIDALGO COUNTY

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<b>Job Title:</b> Peace Officer	<b>FLSA Status:</b> Non-Exempt
<b>Dept. Code:</b> 123-008	<b>Civil Service Status:</b> Non-Exempt

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### **SUMMARY:**

Under the direction of the Chief of Security. Performs primarily undercover and surveillance work, patrol work or investigative work.

### **ESSENTIAL DUTIES AND RESPONSIBILITIES:**

- Patrols an assigned area to prevent crimes and enforce laws and regulations;
- Responds to emergency calls and routine complaints and takes action as necessary;
- Issues traffic citations and directs traffic;
- Investigates traffic accidents and crimes against persons and property and assists federal, state and local law enforcement officials;
- Keeps records of activities and makes reports concerning crimes, complaints, accidents and investigations;
- Make lawful arrests for violations of laws for the State of Texas and local government ordinance;
- Questions witnesses and suspects and takes statements;
- Assists other law enforcement agencies as needed;
- Performs surveillance of suspects and assigned locations;
- Regular attendance is a must;
- Ability to work well with others;
- Other duties as assigned;

### **QUALIFICATION REQUIREMENTS:**

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties and responsibilities.

### **EDUCATION AND/OR EXPERIENCE:**

- High school diploma or general education degree (GED);
- At least one (1) year of law enforcement related experience preferred;
- Minimum of thirty (30) college hours preferred;
- Must have good computer skills;
- Bilingual is preferred;

### **CERTIFICATES, LICENSES, REGISTRATIONS:**

- A current Basic Peace Officer Certification from the Texas Commission on Law Enforcement Officers Standards and Education;
- Employee must have a valid Texas Motor Vehicle Operator's License and must have liability insurance;
- May be required to post a bond or security;

### **OTHER SKILLS AND ABILITIES:**

- Ability to understand and follow written and oral instructions, departmental policy, rules, regulations and laws;
- Ability to establish and maintain effective working relationships with other county employees and officials, law enforcement agencies and the general public;
- Ability to analyze situations and adopt a quick, effective and reasonable course of action;
- Ability to write clear and concise reports and to maintain complete records as required;
- Ability to learn the use and care of bicycles, firearms, and specialized equipment;
- Ability to communicate effectively orally and in writing;
- Good physical condition;
- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County;

### **PHYSICAL DEMANDS:**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is required to walk, ride a bike, talk or hear. The employee is required to stand. The employee is required to sit; use hands to finger, handle, or feel objects, tools, or controls; reach with hands and arms; climb or balance; stoop, and kneel.

The employee must occasionally lift and/or move over fifty (50) pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

### **WORK ENVIRONMENT:**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job

While performing the duties of this job, the employee frequently works in outside weather conditions. The employee occasionally works with explosives and is occasionally exposed to toxic or caustic chemicals. The employee is exposed to explosive hazards while searching buildings during bomb threats and working around firearms.

The employee is exposed to radiation hazards while working in the sun. The employee is exposed to toxic fumes/chemical hazards while working at a hazardous spill scene or fire. The employee might possibly be exposed to AIDS or Hepatitis by association with an infected suspect.

The noise level in the work environment is usually moderate.

**SAFETY REQUIREMENTS:**

Maintain physical condition appropriate to the performance of assigned duties and responsibilities, which may include the following:

- stand, walk and ride a bicycle for extended periods of time;
- operating assigned equipment;

Maintain mental capacity, which permits:

- making sound decisions and using good judgment;
- maintaining confidentiality;
- demonstrating intellectual capabilities;

Effectively handle a work environment and conditions, which involve:

- working closely with others;
- working in a multi-task environment;

Maintain effective audio-visual discrimination and perception needed for:

- making observations;
- reading and writing;
- operating assigned equipment;
- communicating with others;

**ACCIDENT PREVENTION PROGRAM:**

Required to follow all departments' safety regulations.



**Hidalgo County**  
**Department of Budget & Management**  
**FISCAL NOTE**

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

To: Commissioner' Court  
 From: Raul Silguero, Jr., Budget Officer  
 CC Date: Tuesday, May 12, 2009

Agenda Item: 15405

**Summary of request/proposal:**

**The Commissioner Precinct No. 3 office is requesting approval to create three (3) new regular full-time Maintenance I positions, slot no.'s 029, 030, and 031 budgeted at \$ 24,880.00 each for its Sanitation department.**

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1100	MAINTENANCE I	0029	113	0.00	24,880.00	24,880.00
1100	MAINTENANCE I	0030	113	0.00	24,880.00	24,880.00
1100	MAINTENANCE I	0031	113	0.00	24,880.00	24,880.00
<b>TOTAL</b>				<b>0.00</b>	<b>74,640.00</b>	<b>74,640.00</b>

**Budgetary Impact:**

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME	AMOUNT
9-1100-432-00-123-001-0-	113	PCT3 SANITATION- PERM F/T EMPLOYEES	\$48,044.14
9-1100-432-00-123-001-0-	211	PCT3 SANITATION- HEALTH INSURANCE	\$10,721.10
9-1100-432-00-123-001-0-	212	PCT3 SANITATION- LIFE INSURANCE	\$69.52
9-1100-432-00-123-001-0-	220	PCT3 SANITATION- FICA	\$3,675.38
9-1100-432-00-123-001-0-	230	PCT3 SANITATION- RETIREMENT	\$4,333.58
9-1100-432-00-123-001-0-	250	PCT3 SANITATION- UNEMPLOYMENT COMP	\$240.22
9-1100-432-00-123-001-0-	260	PCT3 SANITATION- WORKER'S COMP	\$2,459.86
		2009 Budgetary Impact	\$69,543.80

**2010 Budgetary Impact: \$108,041.26**

**Possible Funding Sources: UNDETERMINED**

**Budget Office Recommendation:**


**HIDALGO COUNTY  
COMMISSIONER COURT  
2009 SALARY SCHEDULE**

1213-452-00-123-008-0

**AI - 15405**

**PARKS PCT.3**

Slot #	Obj Code	POSITION TITLE	2008 BUDGETED SALARY	2009 ADJUSTED SALARY	2009 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2009 BUDGETED SALARY APPROVED	2009 ACTUAL SALARY	Other Allowances					2009 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	PARK DIRECTOR	\$41,298.00	\$0.00	\$41,298.00	0.05	\$2,064.90	\$0.00	\$43,362.90	\$43,363.00	\$660.00	\$0.00	\$0.00	\$0.00	\$0.00	\$44,023.00
0002	113	PARK COORDIN	\$36,951.00	\$0.00	\$36,951.00	0.05	\$1,848.00	\$0.00	\$38,799.00	\$38,799.00	\$1,080.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39,879.00
0003	113	FOREMAN	\$27,756.00	\$2,244.00	\$30,000.00	0.05	\$1,500.00	\$500.00	\$32,000.00	\$32,000.00	\$420.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32,420.00
0004	113	MECHANIC II	\$25,706.00	\$294.00	\$26,000.00	0.05	\$1,300.00	\$700.00	\$28,000.00	\$28,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,000.00
0005	113	MAINTENANCE I	\$25,103.00	\$897.00	\$26,000.00	0.05	\$1,300.00	\$700.00	\$28,000.00	\$28,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,000.00
0006	113	MAINTENANCE I	\$24,485.00	\$1,515.00	\$26,000.00	0.05	\$1,300.00	\$700.00	\$28,000.00	\$28,000.00	\$660.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,660.00
0007	113	HEAVY EQ OP I	\$24,272.00	\$1,728.00	\$26,000.00	0.05	\$1,300.00	\$700.00	\$28,000.00	\$28,000.00	\$540.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,540.00
0008	113	MAINTENANCE I	\$23,204.00	\$2,796.00	\$26,000.00	0.05	\$1,300.00	\$700.00	\$28,000.00	\$28,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,000.00
0009	113	MAINTENANCE I	\$23,204.00	\$2,796.00	\$26,000.00	0.05	\$1,300.00	\$700.00	\$28,000.00	\$28,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,000.00
0010	113	CUSTODIAN	\$23,204.00	\$2,796.00	\$26,000.00	0.05	\$1,300.00	\$700.00	\$28,000.00	\$28,000.00	\$480.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,480.00
0011	113	MAINTENANCE I	\$23,204.00	\$2,796.00	\$26,000.00	0.05	\$1,300.00	\$700.00	\$28,000.00	\$28,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,000.00
0012	113	MAINTENANCE I	\$23,204.00	\$2,796.00	\$26,000.00	0.05	\$1,300.00	\$700.00	\$28,000.00	\$28,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,000.00
0013	113	PEACE OFFICER STEP I	\$36,480.00	\$0.00	\$36,480.00	0.05	\$1,824.00	(\$304.00)	\$38,000.00	\$38,000.00	\$0.00	\$0.00	\$600.00	\$0.00	\$0.00	\$38,600.00
0014	113	MAINTENANCE III	\$27,040.00	\$0.00	\$27,040.00	0.05	\$1,352.00	\$648.00	\$29,040.00	\$29,040.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$29,040.00
0015	113	MAINTENANCE III	\$27,040.00	\$0.00	\$27,040.00	0.05	\$1,352.00	\$648.00	\$29,040.00	\$29,040.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$29,040.00
<b>0016</b>	<b>113</b>	<b>PEACE OFFICER</b>	<b>\$0.00</b>	<b>\$36,480.00</b>	<b>\$36,480.00</b>	<b>0</b>	<b>\$0.00</b>	<b>\$36,480.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
Total			\$412,151.00	\$57,138.00	\$469,289.00		\$21,640.90	\$44,272.00	\$462,241.90	\$462,242.00	\$3,840.00	\$0.00	\$600.00	\$0.00	\$0.00	\$466,682.00

**Approval to create one (1) regular full-time Peace Officer position, slot no. 016 as per the Constable Grade and Step Pay Plan, pending CC approval.**

AI-15401

21.E.3.

**Pct. 4 Drainage Improvement Project - creation of six (6) Truck Driver III positions**

**CC REGULAR**

**Date:** 05/12/2009  
**Submitted By:** Sylvia Solis, BUDGET & MANAGEMENT  
**Submitted For:** Pct. 4, Commissioner  
**Department:** BUDGET & MANAGEMENT

**Agenda Category:** Budget and Management **Purchasing only:** Salary Schedule Changes

**Information**

**CAPTION**

Pct. #4 Drainage Improvement Project (1204):

a. Approval to create the following six (6) regular full-time positions:

Slot No.	Position Title	Budgeted Salary
025	Truck Driver III	\$29,615.00
026	Truck Driver III	\$29,615.00
027	Truck Driver III	\$29,615.00
028	Truck Driver III	\$29,615.00
029	Truck Driver III	\$29,615.00
030	Truck Driver III	\$29,615.00

b. Approval of revised salary schedule

**BACKGROUND**

**Fiscal Impact**

**FISCAL YEAR:** 2009 **ACCT. #:** 9-1204-431-00-124-036-0-XXX

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

**BUDGETARY IMPACT:**

Funding on Reimbursement basis from C.O.'s 2009.

**Attachments**

- Link: [PAR](#)
- Link: [Fiscal note](#)
- Link: [Revised salary schedule](#)
- Link: [Job Description](#)

**Form Routing/Status**

Route Seq Inbox	Approved By	Date	Status

1	Sylvia Solis	Sylvia Solis	05/08/2009 11:14 AM	APRV
2	Budget & Management	Veronica Lopez	05/08/2009 11:18 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	05/08/2009 05:14 PM	APRV
4	Auditor's Office		05/08/2009 05:25 PM	NEW

Form Started By: Sylvia Solis

Started On: 05/08/2009 09:29 AM

Final Approval Date: 05/08/2009

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# HIDALGO COUNTY

## Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Pct 4 - Drain, Improv. Project (9-1204-431-00124-036-0-113)

DATE: 5/7/09

CURRENT POSITION TITLE: N/A

CURRENT SLOT #: N/A

REQUESTED POSITION TITLE: 6 (six) Truck Drivers III  
(For new positions or reclassifications)

### REQUEST FOR:

New Position       Temporary Position       Position Reclassification\*       Other \_\_\_\_\_

\*Civil Service Positions are submitted to the Civil Service Commission.

### POSITION SALARY REQUEST:

Salary Amount: \$ 0 Current Budgeted Salary      \$ 2,9615.00 Proposed Budgeted Salary      \$ 29,615.00 Net Change *8/5*

Position to be funded from one of the following:

Current Department Budget       Annual Budget Cycle       Will Require Additional Funds  
 Other \_\_\_\_\_

### POSITION Type:

Full Time Employee Object 113       Part Time Employee Object 114  \_\_\_\_\_  
Full Time Temporary Object 121       Part Time Temporary Object 122  \$ \_\_\_\_\_  
Enter hourly rate for temp. positions  
Hourly Rate \* 2,080 hrs. per year = Annual Salary

### TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)
CIVIL SERVICE:				
Exempt	<input type="checkbox"/>	FLSA:	Exempt	<input type="checkbox"/>
Non-Exempt	<input checked="" type="checkbox"/>	Non-Exempt	Non-Exempt	<input type="checkbox"/>
N/A	<input type="checkbox"/>			

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

Positions required for current drainage improvement projects.

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

Truck driver positions needed for removal of dirt from drainage improvement project sites.

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

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**ADDITIONAL DUTIES:** Explain reason for additional duties and attach list of additional duties.

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

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**HUMAN RESOURCES:** Classification and Salary Recommendation

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**BUDGET & MANAGEMENT:** Classification and Salary Recommendation

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1.	<u>D. L. Karza, Jr.</u> DEPARTMENT HEAD	<u>5/7/09</u> DATE	FUNDING AVAILABLE IN DEPT. BUDGET	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
2.	_____ HUMAN RESOURCES DIRECTOR	_____ DATE	PERSONNEL PROCEDURES COMPLETED	<input type="checkbox"/> YES	<input type="checkbox"/> NO
3.	_____ DEPARTMENT OF BUDGET & MANAGEMENT	_____ DATE	BUDGET PROCEDURES COMPLETED	<input type="checkbox"/> YES	<input type="checkbox"/> NO
4.	_____ COMMISSIONERS COURT APPROVAL	_____ DATE	_____	_____	_____

**Hidalgo County**  
**Department of Budget & Management**  
**FISCAL NOTE**

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

To: Commissioner' Court  
 From: Raul Silguero Jr., Budget Officer  
 CC Date: Tuesday, May 12, 2009

Agenda Item: 15401

**Summary of request/proposal:**

**The Commissioner Pct No. 4 office is requesting to create six (6) regular full-time Truck Driver III positions slot no.'s 025, 026, 027, 028, 029, 030 budgeted at \$29,615.00.**

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1204	TRUCK DRIVER III	0025	113	0.00	29,615.00	29,615.00
1204	TRUCK DRIVER III	0026	113	0.00	29,615.00	29,615.00
1204	TRUCK DRIVER III	0027	113	0.00	29,615.00	29,615.00
1204	TRUCK DRIVER III	0028	113	0.00	29,615.00	29,615.00
1204	TRUCK DRIVER III	0029	113	0.00	29,615.00	29,615.00
1204	TRUCK DRIVER III	0030	113	0.00	29,615.00	29,615.00
				0.00	177,690.00	177,690.00

**Budgetary Impact:**

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME	AMOUNT
9-1204-431-00-124-036-0	113	PCT.4 DRAIN IMPRV PRJ- REG F/T EMPLOYEES	\$114,375.17
9-1204-431-00-124-036-0	211	PCT.4 DRAIN IMPRV PRJ- HEALTH INSURANCE	\$16,081.68
9-1204-431-00-124-036-0	212	PCT.4 DRAIN IMPRV PRJ- LIFE INSURANCE	\$104.28
9-1204-431-00-124-036-0	220	PCT.4 DRAIN IMPRV PRJ- FICA	\$8,749.70
9-1204-431-00-124-036-0	230	PCT.4 DRAIN IMPRV PRJ- RETIREMENT	\$10,316.64
9-1204-431-00-124-036-0	250	PCT.4 DRAIN IMPRV PRJ- UNEMPLOYMENT COMP	\$571.88
9-1204-431-00-124-036-0	260	PCT.4 DRAIN IMPRV PRJ- WORKER'S COMP	\$3,419.82
2009 Budgetary Impact			\$153,619.17

**2010 Budgetary Impact: \$217,703.31**

**Possible Funding Sources: REIMBURSEMENT FROM C.O., 2009**

**Budget Office Recommendation:**




**HIDALGO COUNTY  
COMMISSIONER COURT  
2009 SALARY SCHEDULE**

1204-431-00-124-036-0  
PCT. 4 DRAIN IMPRV PRJ

**AI - 15401**

Slot #	Obj Code	POSITION TITLE	2008 BUDGETED SALARY	2009 ADJUSTED SALARY	2009 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2009 BUDGETED SALARY APPROVED	2009 ACTUAL SALARY	Other Allowances					2009 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0024	113	ENGINEERING TECHNICIAN II	\$0.00	\$39,083.00	\$39,083.00	0.1	\$0.00	\$0.00	\$39,083.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
***NEW PROPOSED POSITIONS***																
0025	113	TRUCK DRIVER III	\$0.00	\$29,615.00	\$29,615.00	0.1	\$0.00	\$0.00	\$29,615.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
0026	113	TRUCK DRIVER III	\$0.00	\$29,615.00	\$29,615.00	0.1	\$0.00	\$0.00	\$29,615.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
0027	113	TRUCK DRIVER III	\$0.00	\$29,615.00	\$29,615.00	0.1	\$0.00	\$0.00	\$29,615.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
0028	113	TRUCK DRIVER III	\$0.00	\$29,615.00	\$29,615.00	0.1	\$0.00	\$0.00	\$29,615.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
0029	113	TRUCK DRIVER III	\$0.00	\$29,615.00	\$29,615.00	0.1	\$0.00	\$0.00	\$29,615.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
0030	113	TRUCK DRIVER III	\$0.00	\$29,615.00	\$29,615.00	0.1	\$0.00	\$0.00	\$29,615.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
			391,500.00	0.00	391,500.00		19,575.00	14,150.00	425,225.00	328,975.00	0.00	0.00	0.00	0.00	0.00	328,975.00

APPROVAL TO CREATE NEW POSITIONS, SLOT NO.'S 025, 026, 027, 028, 029 AND 030. PENDING CC APPROVAL.

**HIDALGO COUNTY  
Drainage Improvement  
Project(s)**

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<b>Job Title:</b>	<b>Truck Driver III</b>	<b>FLSA Status:</b>	<b>Non-Exempt</b>
<b>Dept No:</b>	<b>121-124</b>	<b>Civil Service Status:</b>	<b>Non-Exempt</b>

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**SUMMARY:**

Drives and insures proper maintenance of large-class trucks and other equipment. This is a responsible position that may involve minimal instruction or supervision. This is a skilled labor involved in the operation of large-class trucks within the county.

**ESSENTIAL DUTIES AND RESPONSIBILITIES:**

- Ability to operate large class trucks, pick up truck, dump truck, water truck, tractor, sedan, flat bed truck and road patching truck.
- Ability to operate other heavy equipment used in road and bridge maintenance and repair, such as backhoes, front-end loaders, compactors and pneumatic/flat wheel rollers.
- Loads truck; hauls dirt, gravel, caliche, water, garbage, asphalt and/or other materials and equipment to designated areas and unloads truck.
- Ability to operate generators pumps, hand tools and a 2-way radio.
- Maintains vehicle in ready working condition, including fuel, proper lubrication, and cleaning.
- Examines vehicles for needed repairs and routine maintenance and reports necessary repairs.
- Ability to operate and maintain maintenance equipment that is used during projects to repair roads, brush pickups, or clearing of drainage ditches.
- Ability to work effectively and cooperatively with other crewmembers.
- Regular attendance is a must.
- Ability to work well with others.

**QUALIFICATION REQUIREMENTS:**

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties and responsibilities;

**EDUCATION and/or EXPERIENCE**

- High School Diploma or General Education Degree (GED); or
- Ability to read and write English.
- Must have at least five (5) years experience as heavy class truck driver.

## **CERTIFICATES, LICENSES, REGISTRATIONS**

- Must possess a current valid Texas Drivers License; **Class A**
- Must be able to be insured by the County's Insurance carrier;

## **OTHER SKILLS AND ABILITIES**

- Knowledge of the safe operation of the equipment used and of the provisions of the Texas Motor Vehicle Code relating to the operation of large class trucks.
- Sufficient skills to operate equipment effectively and safely.
- Ability to perform strenuous work in the outdoors.
- Ability to understand and follow oral and written instructions.
- Possess basic knowledge of minor repairs and adjustments.
- Ability to read and comprehend simple instructions, short correspondence, and memos.
- Ability to read and interpret documents such as safety rules, operating and maintenance instructions and procedure manuals.
- Ability to add and subtract two digit numbers and to multiply and divide with 10s and 100s.
- Ability to apply common sense understanding to carry out detailed but uninvolved written and/or oral instructions.
- Ability to deal with problems involving a few concrete variables in standardized situations.
- Bilingual ability (Spanish and English) with the ability to converse in both languages, preferred.
- Must be able to perform duties of Truck Driver I and II.
- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County.

## **PHYSICAL DEMANDS:**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job;

While performing the duties of this job, the employee is required to talk and/or hear. The employee is required to stand. The employee is required to walk; sit; use hands to finger, handle, or feel objects, tools, or controls; reach with hands and arms; climb or balance; stoop, and kneel.

The employee must occasionally lift and/or move over twenty-five (25) pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus;

## **WORK ENVIRONMENT:**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job;

While performing the duties of this job, the employee occasionally works near moving mechanical parts, outside weather conditions and is occasionally exposed to fumes or airborne particles and toxic or caustic chemicals.

Employee must be able to perform heavy manual labor outdoors within a five (5) day, forty (40) hour week, with exposure to hazards and conditions involving extremes of heat, cold, rain and wind.

**SAFETY REQUIREMENTS:**

Maintain physical condition appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time;
- operating assigned equipment;

Maintain mental capacity which permits:

- making sound decisions and using good judgment;
- demonstrating intellectual capabilities;

Effectively handle a work environment and conditions which involve:

- working closely with others;
- working in a multi-task environment;

Maintain effective audio-visual discrimination and perception needed for:

- making observations;
- reading and writing;
- operating assigned equipment;
- communicating with others;

**ACCIDENT PREVENTION PROGRAM:**

Required to follow all departments' safety regulations;

**Several Required Documents by AT&T  
CC REGULAR**

**Date:** 05/12/2009  
**Submitted By:** Marty Salazar, PURCHASING DEPT.  
**Submitted For:** Marty Salazar  
**Department:** PURCHASING DEPT.  
**Agenda Category:** Purchasing Department      **Purchasing only:** Hidalgo County

**Information**

**CAPTION**

Requesting discussion, consideration, acceptance and approval of the following documents required by AT&T in order to complete the implementation of long distance services for Hidalgo County:

- a. Letter of Authorization;
- b. Responsible Organization Designation and Agreement of Agency;
- c. ABN Customer Expectation Document (CED),

including authorization for County Judge or Court Member to sign said documents.

**BACKGROUND**

**Fiscal Impact**

**FISCAL YEAR:** 2009      **ACCT. #:** all funds, obj. 531  
**FUNDS AVAILABLE Y/N?:** Y      **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Funding source obj. code is 531 "Telephone" expenditures, all funds, all depts. Refer to attached expense report as of 5-7-09 for funding availability.

**Attachments**

Link: [Back Up](#)

Link: [Telephone expense report as of 5-7-09](#)

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	05/07/2009 02:01 PM	APRV
2	Budget & Management	Veronica Lopez	05/07/2009 02:13 PM	APRV
3	Ivan Cantu	Ivan Cantu	05/07/2009 04:49 PM	APRV
4	Auditor's Office		05/08/2009 05:25 PM	NEW
Form Started By: Marty Salazar			Started On: 05/06/2009 04:08 PM	

Final Approval Date: 05/08/2009



# Letter of Authorization

Customer Name: County of Hidalgo	AT&T	Customer Account #:
100 N. Clossner Edinburg, TX 78539	AT&T Contact: Joel Davila Tel. #: 956-984-4648 Email ID: : jd8020@att.com  Address: 721 Beech Ave McAllen, TX 78501	Customer Contact: : Renan Ramirez Tel. #: 956-292-2152 Email: renan@co.hidalgo.tx.us
Master Customer No.:		AE PID:

1. I appoint AT&T as my agent to handle all arrangements with the Local Exchange Company(s) (LEC) for establishing or changing AT&T Long Distance Service, 'Local Toll' Service, Local Service and International Service. AT&T may offer such service for all telephone lines associated with the main Billed Telephone Number(s) (BTNs) listed below or in the attachment, and to issue instructions to and to otherwise deal with the LEC regarding the BTNs. If this authorization does not specify the specific BTNs, this appointment shall extend to all service accounts for which customer appears as the customer of record.

2. It is understood that: Only one carrier may be designated for Long Distance Service, Only one carrier may be designated for 'Local Toll' Service, Only one carrier may be designated for Local Service, Only one carrier may be designated for International Service for each designated telephone number and that the selection of more than one carrier for either Long Distance Service, 'Local Toll' Service, Local Service, or International Service will invalidate any choice.

3. IT IS FURTHER UNDERSTOOD THAT DURING THE INITIAL PRESUBSCRIPTION PERIOD FOR 'LOCAL TOLL' SERVICE, AS DEFINED BY THE STATE GOVERNING BODY, THE PIC CHANGE CHARGE MAY BE WAIVED FOR AN INITIAL TIME PERIOD. HOWEVER, IT IS ACKNOWLEDGED THAT A CHARGE PER LINE MAY BE APPLIED BY THE LOCAL TELEPHONE COMPANY FOR SUBSEQUENT CHANGES

4. THIS APPOINTMENT IS FOR:	LONG DISTANCE (INTERLATA) SERVICE	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
	LOCAL TOLL (INTRALATA) SERVICE	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
	LOCAL SERVICE	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
	CELLULAR	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
	INTERNATIONAL SERVICE (HAWAII ONLY)	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO

5. THIS APPOINTMENT IS APPLICABLE TO THE FOLLOWING LOCATIONS (CHOOSE ONE)	Blanket LOA (For all locations in the United States)	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
	Location Specific LOA (Specify applicable Billed Telephone Numbers and/or Working Telephone Numbers as attached)	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO

6. This Appointment revokes any prior appointments for the services involved here and may be revoked at any time.

ORDERED BY CUSTOMER:	ACCEPTED BY AT&T:
7. Signature:	11. Signature
8. Printed Name:	12. Printed Name:
9. Title:	13. Title:
10. Date:	14. Date:

This authorization shall continue in force unless and until revoked by the customer.

**RESPONSIBLE ORGANIZATION DESIGNATION AND AGREEMENT OF AGENCY**



I hereby designate AT&T to act as Responsible Organization ("RESPORG") for the following toll free service telephone numbers. I further designate AT&T to act as my agent to transfer RESPORG functions to AT&T. These designations supersede all prior RESPORG designations pertaining to these toll free service numbers.

Company Billing Name: County of Hidalgo  
(As it appears on the customers bill copy)

Company Billing Address: 100 N. Closner

City: Edinburg State: TX Zip: 78539

Company Contact: \_\_\_\_\_

Contact Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Authorized By: \_\_\_\_\_  
(Signature or PIN) (Print Name)  
\_\_\_\_\_  
(Title) (Date)

**TOLL FREE SERVICE NUMBERS FOR WHICH RESPORG FUNCTIONS ARE BEING TRANSFERRED**

( 866) 613-5277

( 866) 289-4688

( 888) 827-2324

( 888) 653-8683

( 866) 892-7880

( 800) 381-1051

( 888) 318-2811

**OLD RESPONSIBLE ORGANIZATION**

ID: AWLD1  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_

**NEW RESPONSIBLE ORGANIZATION**

ID: ATX01  
Name: AT&T  
Address: 2651 Olive Street  
St. Louis, MO 63103

**FOR AT&T USE ONLY**

AT&T Name: \_\_\_\_\_ Phone No : \_\_\_\_\_

AT&T E-Mail Address: \_\_\_\_\_

Branch: \_\_\_\_\_ Save \_\_\_\_\_ Winback \_\_\_\_\_ Nodal \_\_\_\_\_

PRINT USING FINE TIP INK PEN WHEN COMPLETING THE RESPORG FORM - ILLEGIBLE FORMS WILL BE REJECTED!



# ABN Customer Expectation Document (CED)

Thank you for choosing AT&T! We strive to delight our customers by delivering the ultimate integrated communication experience. We look forward to partnering with you so that together we can ensure a successful installation.

## How We, AT&T, Will Support You:

**Ensure that the service orders within the scope of your ABN project are submitted and provide estimated due dates.** As order processing progresses, provide service delivery due dates. Service delivery due dates may have shorter or longer intervals based on actual network capacity, facility availability or service components required to fulfill your order.

**Note:** Service specific orders cannot be placed until the billing structure has been established.

**The Order Specialists will contact you approximately 5 business days prior to installation** to confirm arrangements.

**Once implementation is complete, Lifecycle Management of your company** will be transitioned back to appropriate AT&T personnel.

\*In order to ensure quality with provisioning and the implementation of orders, AT&T Service Guides provide a 90 day interval to fully implement the contract, beginning with the first day of the customer's first full bill cycle.

## What AT&T Needs From You, Our Customer:

**Participation with the ABN Project Owner to discuss your ABN account structure.** You should be prepared to provide a detailed list of services to be converted from another provider, including:

- Telephone lines, with associated Billed Telephone Number, 3-digit Customer Code suffix, and service addresses (from your local carrier bills).
- If any lines use another Primary Inter-exchange Carrier (PIC), you will need to authorize AT&T to change PICs on such lines. If a PIC Freeze exists on any of your lines, you will need to contact the Local Exchange Carrier yourself to convert the lines to AT&T.

**Note:** For migrations/conversions, the Project Owner will discuss your existing AT&T structure and the implementation to ABN.

**Assurance that your premise equipment vendors can give AT&T all technical data required to support the application** (signaling, framing format, line coding, feature requirements, etc.).

**Please let your vendor know that AT&T may contact them for service details.**

**Assurance that equipment vendors are prepared to test the service on the scheduled due date.** Please contact your ABN Project Owner as soon as possible if you will not be ready.

**Note:** Due Date Change and/or Cancellation Charges may apply if you elect to delay or cancel your order. Customers are required to accept service within 15 days of a confirmed Due Date and up through the 30<sup>th</sup> day to schedule the cutover. Orders are subject to cancellation after the 30<sup>th</sup> day. Please refer to the appropriate AT&T tariffs or successor Service Guide for additional terms and conditions governing your service.

Are your business locations **exempt from any taxes /surcharges, or located outside of the city limits?** If yes, advise the Billing Architect and state the nature of your exemption. Provide supporting documentation.

Participation with the ABN Billing Architect to define your account structure and Order Specialist(s) to complete data gathering.

## How You, Our Customer, Can Ensure a Timely Installation:

**By providing timely receipt of accurate information** that directly impacts the due date of your service installation. Delays by you or your equipment vendor will delay the installation of your new service.

**By not changing your service request** once your order has been placed. AT&T will make reasonable efforts to accommodate requests for changes to an order after it has been submitted. If the requested change necessitates a change in the Due Date, a charge may be assessed by AT&T.

**By contacting your ABN Project Owner as soon as possible to negotiate a new date** if for any reason you are unable to meet the scheduled due date.

**For All Service Migration/Conversion Projects:**

- Ordering activities cannot begin for any service migration/conversion until all pending orders are completed.
- No new orders should be placed for any location that is migrating/converting to ABN.

**For OneNet/VTNS to ABN Conversion Projects:**

- OneNet/VTNS services will be converted as is. The Order Specialists will coordinate the conversion to minimize any service outages. The estimated downtime for the T1.5's and associated channels and services is approximately 1.5 hours per T1.5 per Location.
- Any Changes that affect the current inventories, i.e. any new additional service/ changes, etc will be handled by your Account Team after the ABN Account has been established.
- **OneNet/VTNS conversions require 120-130 day interval** to complete the conversion
- **Confirmation of your requested service.** After data gathering completion, the Project Owner will provide you a complete Customer Confirmation Document (CCD), which contains your requested service information. The Project Owner will quote an implementation interval (due dates) based on your project scope. Please review, sign and return (fax) the CCD. AT&T cannot place service orders until the CCD is signed and returned.

**Note:** Please let your vendor know that AT&T may contact them for service details if needed.

**For ABN Choice Projects:**

ABN Choice delivers Customers a bundled offering of services that are on two billing platforms; one for IP/MIS and Long Distance and the second for Integrated Prime. Implementation of ABN Choice is completed in two phases:

**Phase 1:**

- The ABN Service Delivery Team will establish ABN service and project manage the implementation of IP/MIS, Long Distance, and all Access.

**Phase 2:**

- As soon as orders for SINA access are completed, the Local Service Delivery Manager will establish Integrated Prime Service.

**Note:** Service delivery activities are conducted separately for each phase of the implementation. The ABN Service Delivery Team Project Owner and Billing Architect are responsible for Data Gathering for Phase 1 and the Local Service Delivery Manager is responsible for Data Gathering for Phase 2.

I acknowledge the partnering required between \_\_\_\_\_ and AT&T for a successful implementation.  
**Company Name**

\_\_\_\_\_  
**Customer Name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Customer Signature**

\_\_\_\_\_  
**Date**

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

Expenditure Summary Report

FJEXS01B

Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

<u>Account Number / Description</u>	<u>Original Budget</u>	<u>Adjusted Budget</u>	<u>Y-T-D Encumbrance</u>	<u>Y-T-D Expended</u>	<u>Available Balance</u>	<u>Percent Used</u>
<b>1100 GENERAL FUND</b>						
9-1100-412-00-001-001-0-531 92ND DC-TELEPHONE	1,000.00	1,000.00	.00	288.82	711.18	28.88
9-1100-412-00-002-001-0-531 93RD DC-TELEPHONE	500.00	500.00	.00	279.01	220.99	55.80
9-1100-412-00-003-001-0-531 139TH DC-TELEPHONE	1,500.00	1,500.00	.00	305.50	1,194.50	20.37
9-1100-412-00-004-001-0-531 206TH DC-TELEPHONE	1,300.00	1,300.00	.00	282.74	1,017.26	21.75
9-1100-412-00-005-001-0-531 275TH DC-TELEPHONE	1,500.00	1,500.00	.00	243.88	1,256.12	16.26
9-1100-412-00-006-001-0-531 332ND DC-TELEPHONE	1,600.00	1,600.00	.00	215.73	1,384.27	13.48
9-1100-412-00-007-001-0-531 370TH DC-TELEPHONE	.00	2,000.00	.00	348.15	1,651.85	17.41
9-1100-412-00-008-001-0-531 389TH DC-TELEPHONE	2,500.00	2,500.00	.00	366.24	2,133.76	14.65
9-1100-412-00-009-001-0-531 398TH DC-TELEPHONE	2,613.00	2,613.00	.00	350.51	2,262.49	13.41
9-1100-412-00-009-003-0-531 INDIGENT DEFENSE-TELEPHONE	3,456.00	4,164.87	.00	733.40	3,431.47	17.61
9-1100-412-00-010-001-0-531 430TH DC-TELEPHONE	800.00	800.00	.00	277.72	522.28	34.72
9-1100-412-00-011-001-0-531 449TH DC-TELEPHONE	1,500.00	1,500.00	.00	772.23	727.77	51.48
9-1100-412-00-021-001-0-531 CCL#1-TELEPHONE	1,000.00	1,000.00	.00	277.72	722.28	27.77
9-1100-412-00-022-001-0-531 CCL#2-TELEPHONE	750.00	750.00	.00	309.84	440.16	41.31
9-1100-412-00-023-001-0-531 PROBATE CRT-TELEPHONE	1,000.00	1,000.00	.00	347.15	652.85	34.72
9-1100-412-00-024-001-0-531 CCL#4-TELEPHONE	1,500.00	1,500.00	.00	277.72	1,222.28	18.51
9-1100-412-00-025-001-0-531 CCL#5-TELEPHONE	1,500.00	1,500.00	.00	243.01	1,256.99	16.20
9-1100-412-00-026-001-0-531 CCL#6-TELEPHONE	1,000.00	1,000.00	.00	243.01	756.99	24.30
9-1100-412-00-031-001-0-531 MASTER COURT-TELEPHONE	.00	1,629.97	.00	276.41	1,353.56	16.96
9-1100-412-00-032-001-0-531 MASTER CRT II-TELEPHONE	2,000.00	2,000.00	.00	347.15	1,652.85	17.36
9-1100-412-00-040-001-0-531 CRT OF CIV APP-TELEPHONE	3,840.00	4,463.62	.00	800.39	3,663.23	17.93
9-1100-412-00-045-001-0-531 AUXILIARY COURT-TELEPHONE	2,500.00	2,500.00	.00	422.33	2,077.67	16.89
9-1100-412-00-055-001-0-531 CHILD PROTECTIVE COURT-TELEPHONE	.00	143.48	.00	70.12	73.36	48.87
9-1100-412-00-061-001-0-531 JP PCT 1/PL 1-TELEPHONE	1,700.00	2,698.92	.00	624.87	2,074.05	23.15
9-1100-412-00-062-001-0-531 JP PCT 1/PL 2-TELEPHONE	1,200.00	1,220.34	.00	277.72	942.62	22.76
9-1100-412-00-063-001-0-531 JP PCT 2/PL 1-TELEPHONE	3,000.00	3,000.00	.00	496.56	2,503.44	16.55
9-1100-412-00-064-001-0-531 JP PCT 2/PL 2-TELEPHONE	5,000.00	5,589.62	.00	1,232.95	4,356.67	22.06
9-1100-412-00-065-001-0-531 JP PCT 3/PL 1-TELEPHONE	1,500.00	1,500.00	.00	277.72	1,222.28	18.51

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

Expenditure Summary Report

FJEXS01B

Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

<u>Account Number / Description</u>	<u>Original Budget</u>	<u>Adjusted Budget</u>	<u>Y-T-D Encumbrance</u>	<u>Y-T-D Expended</u>	<u>Available Balance</u>	<u>Percent Used</u>
<b>1100 GENERAL FUND</b>						
9-1100-412-00-066-001-0-531 JP PCT 3/PL 2-TELEPHONE	1,500.00	1,500.00	.00	312.43	1,187.57	20.83
9-1100-412-00-067-001-0-531 JP PCT 4/PL 1-TELEPHONE	1,000.00	2,139.62	.00	449.66	1,689.96	21.02
9-1100-412-00-068-001-0-531 JP PCT 4/PL 2-TELEPHONE	550.00	3,593.72	.00	796.72	2,797.00	22.17
9-1100-412-00-069-001-0-531 JP PCT 5/PL 1-TELEPHONE	.00	3,086.71	.00	547.63	2,539.08	17.74
9-1100-412-00-080-002-0-531 CRIM DA-TELEPHONE	18,500.00	18,500.00	.00	3,130.10	15,369.90	16.92
9-1100-412-00-090-001-0-531 DIST CLERK-TELEPHONE	12,600.00	12,600.00	.00	2,326.93	10,273.07	18.47
9-1100-412-30-085-003-0-531 PUBLIC DEFENDER-TELEPHONE	.00	1,000.00	.00	216.18	783.82	21.62
9-1100-413-00-110-006-0-531 CO JUDGE-TELEPHONE	1,800.00	5,408.38	.00	1,457.85	3,950.53	26.96
9-1100-414-00-130-001-0-531 ELECTIONS DEPT-TELEPHONE	5,000.00	7,087.15	.00	1,279.21	5,807.94	18.05
9-1100-415-00-200-001-0-531 INFO TECH DEPT-TELEPHONE	.00	5,000.00	.00	.00	5,000.00	.00
9-1100-415-00-200-002-0-531 IT COUNTYWIDE-TELEPHONE	.00	21,628.02	.00	5,140.84	16,487.18	23.77
9-1100-415-14-115-001-0-531 DBM-BUDGET DIV-TELEPHONE	1,500.00	5,299.72	.00	1,177.68	4,122.04	22.22
9-1100-415-15-140-001-0-531 TAX OFF-TELEPHONE	40,000.00	40,000.00	.00	4,265.57	35,734.43	10.66
9-1100-415-16-150-001-0-531 CO TREASURER-TELEPHONE	2,700.00	2,700.00	.00	555.44	2,144.56	20.57
9-1100-415-18-160-001-0-531 PURCHASING-TELEPHONE	5,000.00	5,251.37	.00	1,265.03	3,986.34	24.09
9-1100-415-21-170-001-0-531 CO AUDITOR-TELEPHONE	10,000.00	10,000.00	.00	2,101.44	7,898.56	21.01
9-1100-415-40-180-001-0-531 CO CLERK-TELEPHONE	20,000.00	22,755.59	.00	4,451.14	18,304.45	19.56
9-1100-415-50-190-002-0-531 HUMAN RESOURCES-TELEPHONE	1,300.00	3,055.73	.00	693.64	2,362.09	22.70
9-1100-419-10-210-001-0-531 PLANNING DEPT-TELEPHONE	4,296.24	4,296.24	.00	767.09	3,529.15	17.85
9-1100-419-40-220-001-0-531 GEN GOVT BLDG-TELEPHONE	10,000.00	10,000.00	.00	1,753.66	8,246.34	17.54
9-1100-419-50-115-059-0-531 DBM-SAFETY DIV-TELEPHONE	3,500.00	3,500.00	.00	452.86	3,047.14	12.94
9-1100-421-00-115-027-0-531 TX DPS-TELEPHONE	2,500.00	6,918.20	.00	1,983.27	4,934.93	28.67
9-1100-421-00-291-001-0-531 CONSTABLE PCT.1-TELEPHONE	3,000.00	3,000.00	.00	381.86	2,618.14	12.73
9-1100-421-00-292-001-0-531 CONSTABLE PCT.2-TELEPHONE	1,600.00	1,602.01	.00	272.64	1,329.37	17.02
9-1100-421-00-293-001-0-531 CONSTABLE PCT.3-TELEPHONE	3,000.00	3,000.00	.00	277.72	2,722.28	9.26
9-1100-421-00-294-001-0-531 CONSTABLE PCT.4-TELEPHONE	1,000.00	1,677.94	.00	416.57	1,261.37	24.83
9-1100-421-00-295-001-0-531 CONSTABLE PCT.5-TELEPHONE	1,200.00	1,829.52	.00	351.37	1,478.15	19.21

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

Expenditure Summary Report

FJEXS01B

Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

<u>Account Number / Description</u>	<u>Original Budget</u>	<u>Adjusted Budget</u>	<u>Y-T-D Encumbrance</u>	<u>Y-T-D Expended</u>	<u>Available Balance</u>	<u>Percent Used</u>
<b>1100 GENERAL FUND</b>						
9-1100-422-10-300-001-0-531 EMERG SRVS-FM-TELEPHONE	1,800.00	1,800.00	.00	412.06	1,387.94	22.89
9-1100-423-00-320-001-0-531 ADULT PROB-TELEPHONE	43,000.00	43,000.00	.00	6,954.11	36,045.89	16.17
9-1100-423-21-280-002-0-531 JAIL-TELEPHONE	85,000.00	85,000.00	.00	22,963.33	62,036.67	27.02
9-1100-423-32-330-001-0-531 JUV DET HM-TELEPHONE	5,000.00	5,000.00	.00	228.28	4,771.72	4.57
9-1100-423-60-330-002-0-531 JUV PROB-TELEPHONE	25,600.00	25,600.00	.00	5,003.39	20,596.61	19.54
9-1100-432-00-122-001-0-531 PCT2 SANITATION-TELEPHONE	400.00	400.00	.00	53.56	346.44	13.39
9-1100-432-00-123-001-0-531 PCT3 SANITATION-TELEPHONE	1,300.00	1,300.00	.00	175.02	1,124.98	13.46
9-1100-432-00-124-001-0-531 PCT4 SANITATION-TELEPHONE	.00	82.66	.00	.00	82.66	.00
9-1100-441-00-340-001-0-531 HEALTH ADM-TELEPHONE	8,500.00	8,500.00	.00	873.00	7,627.00	10.27
9-1100-441-00-340-003-0-531 HEALTH CLINICS-TELEPHONE	48,000.00	48,000.00	950.00	9,521.02	37,528.98	21.81
9-1100-444-00-240-001-0-531 HUMAN SERVICES-TELEPHONE	23,000.00	23,000.00	.00	5,809.77	17,190.23	25.26
9-1100-444-00-370-001-0-531 VETERAN'S SRV-TELEPHONE	350.00	1,352.25	.00	277.07	1,075.18	20.49
9-1100-461-00-380-001-0-531 TX AGRILIFE EXT-TELEPHONE	9,000.00	9,000.00	.00	1,165.51	7,834.49	12.95
9-1100-466-00-122-082-0-531 PCT2 CRC (S.TOWER)-TELEPHONE	.00	500.00	.00	.13	499.87	.03
<b>1100 GENERAL FUND</b>	<b>448,255.24</b>	<b>511,438.65</b>	<b>950.00</b>	<b>101,249.38</b>	<b>409,239.27</b>	<b>19.98</b>
<b>1200 R&amp;B COUNTYWIDE</b>						
9-1200-431-00-122-004-0-531 CO SHOP-TELEPHONE	300.00	300.00	.00	.00	300.00	.00
9-1200-431-00-260-001-0-531 R-O-W DEPT-TELEPHONE	2,500.00	2,500.00	.00	451.29	2,048.71	18.05
<b>1200 R&amp;B COUNTYWIDE</b>	<b>2,800.00</b>	<b>2,800.00</b>	<b>.00</b>	<b>451.29</b>	<b>2,348.71</b>	<b>16.12</b>
<b>1201 R&amp;B PRECINCT 1</b>						
9-1201-431-00-121-004-0-531 PCT1 RD ADM-TELEPHONE	22,000.00	22,000.00	.00	7,218.38	14,781.62	32.81
<b>1201 R&amp;B PRECINCT 1</b>	<b>22,000.00</b>	<b>22,000.00</b>	<b>.00</b>	<b>7,218.38</b>	<b>14,781.62</b>	<b>32.81</b>
<b>1202 R&amp;B PRECINCT 2</b>						
9-1202-431-00-122-005-0-531 PCT2 RD ADM-TELEPHONE	3,500.00	3,500.00	.00	1,490.63	2,009.37	42.59
9-1202-431-00-122-006-0-531 PCT2 P/U RD-TELEPHONE	1,000.00	1,000.00	.00	.00	1,000.00	.00
<b>1202 R&amp;B PRECINCT 2</b>	<b>4,500.00</b>	<b>4,500.00</b>	<b>.00</b>	<b>1,490.63</b>	<b>3,009.37</b>	<b>33.13</b>
<b>1203 R&amp;B PRECINCT 3</b>						
9-1203-431-00-123-004-0-531 PCT3 RD ADM-TELEPHONE	10,000.00	10,000.00	.00	1,566.95	8,433.05	15.67
<b>1203 R&amp;B PRECINCT 3</b>	<b>10,000.00</b>	<b>10,000.00</b>	<b>.00</b>	<b>1,566.95</b>	<b>8,433.05</b>	<b>15.67</b>

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

Expenditure Summary Report

FJEXS01B

Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

<u>Account Number / Description</u>	<u>Original Budget</u>	<u>Adjusted Budget</u>	<u>Y-T-D Encumbrance</u>	<u>Y-T-D Expended</u>	<u>Available Balance</u>	<u>Percent Used</u>
<b>1204 R&amp;B PRECINCT 4</b>						
9-1204-431-00-124-005-0-531 PCT4 RD ADM-TELEPHONE	.00	6,000.00	.00	1,074.64	4,925.36	17.91
<b>1204 R&amp;B PRECINCT 4</b>	<b>.00</b>	<b>6,000.00</b>	<b>.00</b>	<b>1,074.64</b>	<b>4,925.36</b>	<b>17.91</b>
<b>1211 PARKS PRECINCT 1</b>						
9-1211-452-00-121-013-0-531 PCT1 PARKS-TELEPHONE	9,000.00	9,000.00	.00	1,676.55	7,323.45	18.63
<b>1211 PARKS PRECINCT 1</b>	<b>9,000.00</b>	<b>9,000.00</b>	<b>.00</b>	<b>1,676.55</b>	<b>7,323.45</b>	<b>18.63</b>
<b>1212 PARKS PRECINCT 2</b>						
9-1212-452-00-122-008-0-531 PCT2 PARKS-TELEPHONE	555.00	555.00	.00	57.24	497.76	10.31
<b>1212 PARKS PRECINCT 2</b>	<b>555.00</b>	<b>555.00</b>	<b>.00</b>	<b>57.24</b>	<b>497.76</b>	<b>10.31</b>
<b>1213 PARKS PRECINCT 3</b>						
9-1213-452-00-123-008-0-531 PCT3 PARKS-TELEPHONE	1,300.00	1,300.00	.00	129.20	1,170.80	9.94
<b>1213 PARKS PRECINCT 3</b>	<b>1,300.00</b>	<b>1,300.00</b>	<b>.00</b>	<b>129.20</b>	<b>1,170.80</b>	<b>9.94</b>
<b>1246 T.A.C. SPECIAL VEHICLE INVENTORY</b>						
9-1246-415-15-140-003-0-531 TAX OFF-TELEPHONE	500.00	500.00	.00	.00	500.00	.00
<b>1246 T.A.C. SPECIAL VEHICLE INVENTORY</b>	<b>500.00</b>	<b>500.00</b>	<b>.00</b>	<b>.00</b>	<b>500.00</b>	<b>.00</b>
<b>1247 LAW LIBRARY</b>						
9-1247-412-50-100-001-0-531 LAW LIBRARY-TELEPHONE	1,000.00	1,000.00	.00	106.61	893.39	10.66
<b>1247 LAW LIBRARY</b>	<b>1,000.00</b>	<b>1,000.00</b>	<b>.00</b>	<b>106.61</b>	<b>893.39</b>	<b>10.66</b>
<b>1252 HIDTA FEDERAL SHARING-US TREASURY</b>						
9-1252-412-00-270-012-0-531 HIDTA US TREASURY-TELEPHONE	1,000.00	1,000.00	.00	.00	1,000.00	.00
<b>1252 HIDTA FEDERAL SHARING-US TREASURY</b>	<b>1,000.00</b>	<b>1,000.00</b>	<b>.00</b>	<b>.00</b>	<b>1,000.00</b>	<b>.00</b>
<b>1282 DESIGNATED PURPOSE GRANTS LVL 2</b>						
9-1282-412-30-085-001-9-531 PUBLIC DEFENDER-TELEPHONE	.00	274.62	.00	269.83	4.79	98.26
<b>1282 DESIGNATED PURPOSE GRANTS LVL 2</b>	<b>.00</b>	<b>274.62</b>	<b>.00</b>	<b>269.83</b>	<b>4.79</b>	<b>98.26</b>
<b>1291 HIDTA</b>						
9-1291-412-00-270-003-8-531 HIDTA TASK FORCE-TELEPHONE	.00	5,633.63	.00	1,638.86	3,994.77	29.09
9-1291-412-00-270-003-9-531 HIDTA TASK FORCE-TELEPHONE	.00	1,720.00	.00	.00	1,720.00	.00
<b>1291 HIDTA</b>	<b>.00</b>	<b>7,353.63</b>	<b>.00</b>	<b>1,638.86</b>	<b>5,714.77</b>	<b>22.29</b>
<b>1292 WIC</b>						
9-1292-441-00-350-001-9-531 WIC ADM-TELEPHONE	.00	51,372.33	.00	26,253.76	25,118.57	51.10
<b>1292 WIC</b>	<b>.00</b>	<b>51,372.33</b>	<b>.00</b>	<b>26,253.76</b>	<b>25,118.57</b>	<b>51.10</b>
<b>1293 HEALTH DEPARTMENT</b>						
9-1293-441-00-340-005-0-531 H.D. ADM-TELEPHONE	.00	25,000.00	.00	.00	25,000.00	.00
9-1293-441-00-340-013-9-531 TDH PHPSB-TELEPHONE	.00	7,812.00	.00	.00	7,812.00	.00

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

Expenditure Summary Report

FJEXS01B

Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

<u>Account Number / Description</u>	<u>Original Budget</u>	<u>Adjusted Budget</u>	<u>Y-T-D Encumbrance</u>	<u>Y-T-D Expended</u>	<u>Available Balance</u>	<u>Percent Used</u>
<b>1293 HEALTH DEPARTMENT</b>						
9-1293-441-00-340-013-9-531 TDH PHPSB-TELEPHONE						.00
<b>1293 HEALTH DEPARTMENT</b>	.00	32,812.00	.00	.00	32,812.00	.00
<b>1295 JUVENILE PROBATION POST-ADJUDICATION FAC</b>						
9-1295-423-00-330-028-0-531 WESL B/C-TELEPHONE	9,000.00	9,000.00	.00	1,766.54	7,233.46	19.63
<b>1295 JUVENILE PROBATION POST-ADJUDICATION FAC</b>	9,000.00	9,000.00	.00	1,766.54	7,233.46	19.63
<b>1297 ADULT PROBATION</b>						
9-1297-423-00-320-002-9-531 BASIC SUPERVISION-TELEPHONE	.00	73,082.28	.00	1,409.84	71,672.44	1.93
9-1297-423-00-320-005-9-531 RESTITUTION CTR-TELEPHONE	.00	4,713.84	.00	1,229.15	3,484.69	26.08
9-1297-423-00-320-020-9-531 SATF-TELEPHONE	.00	7,631.20	.00	124.21	7,506.99	1.63
<b>1297 ADULT PROBATION</b>	.00	85,427.32	.00	2,763.20	82,664.12	3.23
<b>2201 SELF-FUNDED HEALTH BENEFITS</b>						
9-2201-415-00-115-009-0-531 DBM-HEALTH INS ADM-TELEPHONE	.00	1,000.00	.00	69.43	930.57	6.94
<b>2201 SELF-FUNDED HEALTH BENEFITS</b>	.00	1,000.00	.00	69.43	930.57	6.94
<b>2202 SELF-FUNDED WORKERS' COMP</b>						
9-2202-419-50-115-065-0-531 DBM-W/C DIV-TELEPHONE	.00	2,000.00	.00	332.84	1,667.16	16.64
<b>2202 SELF-FUNDED WORKERS' COMP</b>	.00	2,000.00	.00	332.84	1,667.16	16.64
<b>9 YEAR</b>	509,910.24	759,333.55	950.00	148,115.33	610,268.22	19.63

AI-15372

22.A.5.

**WA #13 El Charro Subdivision BCAP Project  
CC REGULAR**

**Date:** 05/12/2009  
**Submitted By:** Yolanda Cisneros, COMM. PCT. #2  
**Submitted For:** Yolanda Cisneros  
**Department:** COMM. PCT. #2  
**Agenda Category:** Purchasing Department

**Information**

**CAPTION**

Presentation for consideration, discussion, acceptance, and approval of Work Authorization No. 13 in the estimated amount of \$23,857.00 for provision of engineering services in connection with additional paving and drainage work for Border Colonia Access Program (BCAP) El Charro Subdivision with R. Gutierrez Engineering through contract No. C-08-381-09-16.

**BACKGROUND**

BCAP Project included 0.7 miles of street improvements and the additional work is for 0.37 miles of streets. The streets included in this work are Kennedy Street, Toupi Drive and Toultec Drive.

**Fiscal Impact**

**FISCAL YEAR:** 2009                      **ACCT. #:** 9-1202-431-00-122-006-0-731 & 733  
**FUNDS AVAILABLE Y/N?:** Y              **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Funding available as of 05/06/2009 on the following codes:

731---->\$85,566.76  
733---->\$19,680.25

**Attachments**

Link: [WA #13](#)

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	05/07/2009 02:25 PM	APRV
2	Budget & Management	Veronica Lopez	05/07/2009 03:13 PM	APRV
3	Roland Garcia	Rolando Garcia	05/07/2009 04:31 PM	APRV
4	Auditor's Office	Becky Morales	05/08/2009 04:39 PM	APRV

Form Started By: Yolanda Cisneros                      Started On: 05/06/2009 05:46 PM

Final Approval Date: 05/08/2009

**HIDALGO COUNTY**  
**Professional Engineering Services**  
**Contract # C-08-381-09-16**  
**Work Authorization Form**

**Work Authorization No. 13**

**THIS WORK AUTHORIZATION** is made pursuant to the terms and conditions of Article 1. of the Agreement made by and between the **HIDALGO COUNTY**, acting herein by and through Commissioner's Court, hereinafter called the "**Owner**," and, **R. GUTIERREZ ENGINEERING CORPORATION**, professional engineers of Pharr, Texas, hereinafter called "**Engineer**".

**PART 1. SCOPE OF WORK**

The purpose of this Work Authorization is for the **Engineer** to provide services for the development of plans, specifications and estimate for the reconstruction and upgrading of existing rural type streets, with open roadside ditches, to streets with curb & gutter and a storm sewer system typical of an urban environment. The work is in the El Charro Subdivision and includes work in this subdivision that did not receive funding under the Border Colonia Access Program (BCAP). The original BCAP project included 0.7 miles of street improvements and the additional work is for 0.37 miles of streets. The streets included in this work are Kennedy Street, Toupi Drive and Toultec Drive.

The scope of services to be provided by the **Owner** is identified in **Attachment 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 **Attachment 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 included in **Attachment D – Proposed Fee**. The actual amount payable for services under this Work Authorization will be in accordance with Article 6.

**PART 3. PAYMENT**

Payment to the **Engineer** for the services established under this Work Authorization shall be made in accordance with Article 9.

**PART 4. FUNDING**

This Work Authorization No. 13 shall be funded through funding source:

Account No. 9-1202-431-00-122-006-0-731 & 733

Requisition No. \_\_\_\_\_ (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 shall terminate upon completion of the scope of services of the work as provided in Article 4.

**PART 6. RESPONSIBILITIES AND OBLIGATIONS**

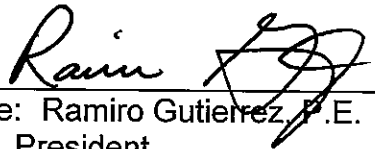
This Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

**PART 7. ACCEPTANCE AND ACKNOWLEDGEMENT**

This Work Authorization is hereby accepted and acknowledged as indicated below and effective as of \_\_\_ day of \_\_\_\_\_, 2009.

ENGINEER:

R. Gutierrez Engineering Corporation

By:   
Name: Ramiro Gutierrez, P.E.  
Title: President

OWNER:

COUNTY OF HIDALGO

By:   
Name: Hector "Tito" Palacios  
Title: Commissioner Pct. No. 2

By: \_\_\_\_\_  
Name: Juan D. Salinas  
Title: County Judge

**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 – Proposed Fee

**HIDALGO COUNTY**  
**Professional Engineering Services**  
**Contract # C-08-381-09-16**

**Work Authorization No. 13**

**ATTACHMENT 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**.

**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 6 and Article 9 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.
- (5) Attend and participate in progress meetings as required and as coordinated and conducted by the **Engineer**.

**HIDALGO COUNTY**  
**Professional Engineering Services**  
**Contract # C-08-381-09-16**  
**Work Authorization Form**

**Work Authorization No. 13**

**ATTACHMENT 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 provide to the **Owner** the following:

The Engineer shall render specific management and engineering services for the development of the Project and fulfillment of this Agreement as follows:

- I. **PRELIMINARY PHASE - GENERAL PROJECT MANAGEMENT AND ADMINISTRATION**
- II. **DESIGN PHASE – FINAL DESIGN AND PLANS, SPECIFICATIONS, AND ESTIMATES (PS&E) FOR COLONIA ACCESS**

**I. PRELIMINARY PHASE SERVICES**

**GENERAL PROJECT MANAGEMENT**

Services for **GENERAL PROJECT MANAGEMENT** by the Engineer will include the following:

1. Project/Program Schedule.
2. Coordination/Meetings. The Owner may require the Engineer to attend local public hearings, policy meetings and upon request attend Owner staff meetings. The Engineer shall assist the Owner, as requested, at meetings with other necessary entities.

## Planning & Assessment

The Engineer will provide the following:

- 1) Review, verify and gather data necessary to proceed with design of the project.
- 2) Obtain geotechnical data for pavement designs; determine subsurface conditions.
- 4) Engineer will utilize Hidalgo County established Standards and only if necessary and authorized by Owner, develop pavement designs, including cost data, pavement material properties, and pavement drainage.
- 5) Develop alignments; develop typical sections.
- 6) Develop hydraulic design criteria in accordance with Hidalgo County/Local Municipal or TXDOT guidelines.
- 7) Verify FEMA FIRM zones and requirements.

## Right of Way Data

The Engineer shall provide utility and right of way data for each approved individual project as follows:

## Utility Coordination/Inventory

- 1) The Engineer will develop utility layout sheets from schematics and incorporate utility information; identify all existing overhead and above ground utilities; identify all existing underground utilities; document all information on utility layout sheets; identify potential conflicts. The layout sheets will be reproducible drawings (11" X17") with the following information:
  - a) Existing and/or proposed right of way lines
  - b) Benchmark data
  - c) Existing and proposed drainage system(s)
  - d) Location and size of utility (plan/profile view)
  - e) Limits of existing casing pipe
  - f) Name of the owner/company
- 2) The Engineer will coordinate utility adjustments with Owner and all affected utility owners as necessary.

## Field Survey

The Engineer will provide the following:

- 1) Vertical and Horizontal Control. Establish and stake the Project control centerline (baselines) and offset for the Project or portions of the Project. Establish vertical control by looping all benchmark (BM) circuits and tie to monument permanent BM elevation. BM's are to be set at approximately 1,000 ft. intervals, or at intervals appropriate to suit field conditions, using Global Positioning System (GPS) survey, and in a location that will be undisturbed by future construction.
- 2) Topography. Obtain topographic information surveyed for the length of the control centerline, as required; provide location (station and offset), size, height, and depth and/or length and description of topographic features; to include, but not limited to the following: driveways, signs, light poles, mail boxes, all fences (including metal beam guard fence and turndowns), utilities (type, owner, location, and depth), riprap, existing right of way lines, private property lines, county and/or city limits, etc.. Drainage elements to include: flow lines and/or top of structures for drain pipes, inlets, manholes, other miscellaneous structures and ditches.
- 3) Design Centerline. Establish and stake the design centerline.

## II. DESIGN PHASE SERVICES

### Final Design and Plans, Specifications & Estimates

The Engineer will develop the final design and prepare contract drawings, specifications and estimates for construction of the Project or portions of the Project as authorized by the Owner. These documents will be submitted to the applicable city, county, state, and/or federal agencies for approval.

All final plan sheets will be developed by the Engineer on 11" X 17" white paper.

Recognizing that there may be several team members participating in the development of the overall Project, and taking into consideration that the Owner has a significant investment in the development of the Project, there is need for consistency in document development for the purpose of review and production to help facilitate an economically efficient product. All computer document files furnished to the Owner by the Engineer shall be furnished on a CD-ROM created utilizing DOS software. Retrieval documentation relating to file storage on the designated delivery media shall be prepared by the Engineer and provided to the Owner. It is the intent of the Engineer

and this Agreement to secure computer files from all Project Team members that are composed of elements of the same precision, integrity, singularity, attributes.

The Engineer shall prepare graphic files that can be reviewed and plotted utilizing Microstation/AutoCAD, software. The graphic files submitted must be compatible with Microstation Cad System without conversion or modification and must plot consistent with reproducible plots submitted.

Plan Sheets. Plan sheets developed by the Engineer will include, but not limited to, title sheet, typical sections, sequence of construction, estimates and quantity, plan-profile, channel details, roadway details, bridge and culvert details, hydraulic details, and standards.

Specifications. The Engineer shall use the 2004 Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges. Other specifications may be developed by the Engineer, but must incorporate, references to standard TXDOT requirements of design & testing procedures and Hidalgo County Subdivision Required Standards.

Estimates. The Engineer will prepare detailed cost estimates and proposals of authorized construction, which will include summaries of bid items and quantities based on the unit price system of bidding.

All plots and graphic media provided by the Engineer, as a result of this Agreement, shall be delivered to the Owner. Final payment for plan sheet documents and/or associated, applicable engineering files will not be made until the files furnished by the Engineer have been demonstrated to be useable in the formats described above and herein.

Services for FINAL DESIGN AND PLANS, SPECIFICATIONS AND ESTIMATES by the Engineer will include the following:

#### Roadway Design Controls

The Engineer will prepare the roadway design for the Project or portions of the Project as authorized by the Owner. The roadway design will be submitted to the applicable city, county, state, and/or federal agencies for approval.

Roadway design controls will include:

- 1) Geometric design – horizontal and vertical alignments, intersection geometrics; to be incorporated onto plan and profile sheets.
- 2) Geometric and grading design – development of typical roadway sections through horizontal and vertical alignment determination and roadway cross sections.

- 3) Grading design – existing and design cross sections, cut/fill quantities, slope stability analysis, embankment foundation stability and settlement analysis.
- 4) Earthwork Quantities – obtained from grading design.
- 5) Miscellaneous supplemental plan details.

### Drainage

The Engineer will perform final hydrologic/hydraulic analysis and design for the proposed improvements of the Project or portions of the Project as authorized by the Owner.

### Signing

The Engineer will determine location and type of warning, regulatory and guide signs as required by the Hidalgo County Subdivision Standards or local Municipal standards as applicable. All signing design will be based on the final proposed roadway design.

### Permanent Pavement Markings

The Engineer with the Owner will evaluate the need for pavement markings and design all permanent pavement markings in accordance with the Hidalgo County Subdivision Standard or Local Municipal Standards as applicable. All such design will be based on the final proposed roadway design.

### Miscellaneous

If required for the Project or portion of the Project approved by the Owner, the Engineer will provide the following miscellaneous roadway items:

#### Miscellaneous Drafting, Standards, and Details

- 1) The Engineer will prepare a title sheet indicating, at a minimum, project limits, project location map, name of owner and owner acknowledgement/acceptance, facility identification, specification reference, Engineer's seal, signature and date.
- 2) The Engineer will determine appropriate standard drawings to be incorporated into the plans, and sign/seal any modifications to any agency or industry approved standards.
- 3) The Engineer will develop any details to clarify any construction requirements of the plan drawings.

## PS&E Supporting Documents

- 4) Specifications List and general Notes. The Engineer will prepare an applicable specification list, in TXDOT format, as well as any general notes that may be applicable to each PS&E submission.
- 5) Estimates. The Engineer will prepare detailed cost estimates and proposals of authorized construction, which will include summaries of bid items and quantities based, insofar as practicable, on the unit price system of bidding.
- 6) Contract Time Determination Statement. The Engineer will determine the time required for construction of the project, outlining phases of construction and appropriate rates of production and construction for bid items determined to be in the critical path for construction of the PS&E submittal.

**HIDALGO COUNTY**  
**Professional Engineering Services**  
**Contract # C-08-381-09-16**  
**Work Authorization Form**

**Work Authorization No. 13**

**ATTACHMENT C**  
**Work Schedule**

The schedule for the work in this Work Authorization shall commence on the date of execution of this Work Authorization and continue for:

(1) a period which may reasonably be required for performing the topographic and boundary surveying services called for as described in Exhibit B of this Work Authorization including any extra work and any required additions thereto; or

(2) a period extending 12 months after the completion of the services called for as described in Exhibit B of this Work Authorization.

The final acceptance by the Owner of the services called for as described in Exhibit B of this Work Authorization shall serve as evidence of completion of the work on this Work Authorization.

Fee Proposal

TASK	ESTIMATED CONSTRUCTION COST	PROFESSIONAL SERVICES FEE (10.5%)
<b>SOUTH TOWER ESTATES SUBDIVISION</b>		
El Charro Subdivision Paving & Drainage (add'l work)	\$227,205	\$23,857
<b>TOTAL ***</b>	<b>\$227,205</b>	<b>\$23,857</b>
Preliminary Phase Services Fee (50% of Total)		\$11,928
Design Phase Services Fee (30% of Total)		\$7,157
Construction Services Fee (20% of Total)		\$4,771
<b>Total Fee Estimate</b>		<b>\$23,857</b>
*** Total Est. Construction Cost includes 1,989 LF of Streets not covered in previous Work Authorizations		

# R. Gutierrez Engineering Corporation

# Transmittal Form

TO: Comm. Palacios  
Hidalgo County Pch 2  
301 E. State St.  
Pharr, Tx 78577

FROM: Ramiro Gutierrez  
SUBJECT: EI Chamo Subd- Design  
PROJECT NO.: En 08.024 m  
DATE: 4/30/09

WE ARE SENDING YOU  ATTACHED  UNDER SEPARATE COVER VIA Hand Delivery THE FOLLOWING ITEMS:

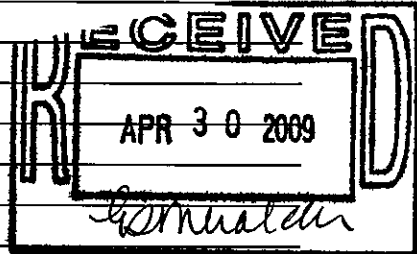
BLUEPRINTS                       PLANS                       SHOP DRAWINGS                       CD  
 CHANGE ORDER                       SAMPLES                       PAYMENT REQUEST                       OTHER: INVOICE  
 BID TABULATION                       CONTRACT DOCUMENTS                       RECORD DRAWINGS                       3 1/2" DISKETTE

QUANTITY / SETS	DATED	ITEM DESCRIPTION
1	4/30	Cover Letter
2	-	Work Authorization No. 13

THESE ARE TRANSMITTED AS CHECKED BELOW:

- FOR BIDS DUE                       APPROVED AS NOTED                       FOR YOUR RECORDS
- FOR APPROVAL                       APPROVED AS SUBMITTED                       FOR YOUR ACKNOWLEDGEMENT
- FOR YOUR USE                       RETURN FOR CORRECTIONS                       RESUBMIT FOR APPROVAL
- AS REQUESTED                       FOR FURTHER PROCESSING                       ON LOAN
- FOR REVIEW AND COMMENT                       FOR SIGNATURE                       OTHER

COMMENTS: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_



Copy Distribution: file                      Received by: X

AI-15416

22.A.6.

Hidalgo County-WA#14-TEDSI-C-07-051-02-06

CC REGULAR

**Date:** 05/12/2009

**Submitted By:** Letty Saenz, PURCHASING DEPT.

**Submitted For:** Marty Salazar

**Department:** PURCHASING DEPT.

**Agenda Category:** Purchasing Department

**Purchasing only:** Hidalgo County

**Information**

**CAPTION**

Presentation for consideration, discussion, acceptance, and approval of Work Authorization No. 14 (with a proposed fee of \$ 387,500.00) with TEDSI Infrastructure Group to provide engineering services to Hidalgo County in connection with Contract No. C-07-051-02-06-"On Call Traffic Engineering Study" (Preparation of PS & E package for the design of thirty one (31) Flashing Beacon Assemblies at various loations withing Hidalgo County).

**BACKGROUND**

Work Authorization No. 14-TEDSI-C-07-051-02-06-ON CALL " TRAFFIC STUDY"

**Fiscal Impact**

**FISCAL YEAR:** 2009

**ACCT. #:** 9-1100-429-30-115-029-0-334

**FUNDS AVAILABLE Y/N?:**

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

**Attachments**

Link: [WA#14-TEDSI-C-07-051-02-06](#)

Link: [TxDOT-email to Budget](#)

Link: [interfund transfer](#)

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	05/08/2009 05:04 PM	APRV
2	Budget & Management	Angela Garcia	05/08/2009 05:08 PM	APRV
3	Auditor's Office		05/08/2009 05:25 PM	NEW
Form Started By: Letty Saenz			Started On: 05/08/2009 04:38 PM	
Final Approval Date: 05/08/2009				

**HIDALGO COUNTY**  
**Professional Engineering Services**  
**Contract # C-07-051-02-06**  
**Work Authorization Form**

**WORK AUTHORIZATION NO. 14**

**THIS WORK AUTHORIZATION** is made pursuant to the terms and conditions of Section I.B. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **TEDSI Infrastructure Group** professional engineers of Mission, Texas, hereinafter called "**Engineer**".

**PART 1. SCOPE OF WORK**

The purpose of this Work Authorization is for the **Engineer** to prepare a PS&E package for the design of 31 flashing beacons. The 31 locations were approved under the

The scope of services to be provided by the **Engineer** is identified in *Attachment "A" – Scope of Services to be Provided by the Engineer* attached hereto.

**PART 2. LUMP SUM COST**

The estimated cost for services under this Work Authorization is **\$ 387,500.00**

**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 II, Item G and Article/Part/Section V of the Agreement.

**PART 4. FUNDING**

This Work Authorization No.14 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.

**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 Judge J.D. Salinas as to content and detail of this Work Authorization No. # 14.

HIDALGO COUNTY  
JUDGE

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:  
TEDSI INFRASTRUCTURE GROUP

THE OWNER:  
HIDALGO COUNTY

  
By: Eric R. Dietrich, P.E., Project Manager

\_\_\_\_\_  
By: J.D. Salinas, County Judge

ATTEST:

\_\_\_\_\_  
By: Arturo Guajardo, Jr. - County Clerk

**ATTACHMENT**

ATTACHMENT "A" - Services to be Provided by the Engineer

---

# **TEDSI** INFRASTRUCTURE GROUP

---

March 19, 2009

Hon. JD Salinas III – Hidalgo County Judge  
County Judge Office  
100 E. Cano 2<sup>nd</sup> Floor  
Edinburg, Texas 78540

**RE: Hidalgo County Contract #C-07-051-02-06  
Work Authorization # 14  
Preparation of PS&E package for the design of 31 Flashing Beacon Assemblies at various  
locations within Hidalgo County**

Dear Judge Salinas:

TEDSI Infrastructure Group (TEDSI) is pleased to notify you that the Texas Department of Transportation (TxDOT) recently informed us that all 31 Hidalgo County candidates that were submitted for funding as part of the 2010 HSIP-(HES) and HRRR programs have been approved. Attached you will find the list received from TxDOT.

As explained in our proposal to submit the candidates last year, the programs call for a 10% match from the Hidalgo County. However, the County can also apply for additional reduction of its portion through the Economically Disadvantaged County Program.

It is proposed that this project be performed as part of the existing traffic evergreen contract between TEDSI and Hidalgo County.

TEDSI will perform these services as detailed in the attached “Attachment A” – Scope of Services.

## **SCHEDULE**

This project will require approximately 120 days to complete.

## **COMPENSATION**

The proposed lump sum fees to develop the PS&E design package is: **\$ 387,500.00.**

I can assure you of our personal service, total commitment and timely response towards you on this Project.

If you have any questions or require additional information, please do not hesitate to call.

If it is your desire to proceed with this project, please sign the attached work authorization documents and return for further processing.

Sincerely

TEDSI INFRASTRUCTURE GROUP

  
Eric R. Dietrich, P.E., P.T.O.E  
Project Manager

Attachments: As Stated.

Tel: 956/424-7898 + **TEDSI** + Fax: 956/424-7021

---

**ATTACHMENT "A"**  
**SCOPE OF SERVICES**  
**PS&E PACKAGE FOR THE DESIGN OF 31 FLASHING**  
**BEACON ASSEMBLIES AT VARIOUS LOCATIONS WITHIN**  
**HIDALGO COUNTY**

**EXHIBIT A - SERVICES TO BE PROVIDED BY THE STATE**

- A. TxDOT will provide timely reviews of all submittals (30%, 60%, 90%, and Final) to ensure that the project is not delayed.
- B. TxDOT will Let project.
- C. TxDOT will provide inspection services and supervision during construction.

**EXHIBIT B - SERVICES TO BE PROVIDED BY THE ENGINEER**

The traffic engineering services described herein and to be provided by TEDSI Infrastructure Group (TEDSI) are associated with the development of Plans, Specifications, and Estimate (PS&E) for the design of Flashing Beacon Assemblies for 31 intersections at various locations within Hidalgo County. Span wire Overhead Flashing Beacon Assemblies will be installed at 29 intersections and Solar Powered Road Side Mounted flashing beacon assemblies will be installed at the approaches of 2 intersections. The scope of work and associated fees for the proposed traffic engineering services are based on the following items:

- 1. TEDSI shall design and prepare complete plans, specifications and estimate on this project for all items as identified herein.
- 2. All design work shall be done in English units system. All TxDOT standard detail drawings required for this project shall be in English units. TEDSI will select and furnish all TxDOT standards required for this project.
- 3. TEDSI shall perform and submit all work on this project in Intergraph CADD drawings in a levelized, Microstation format consistent with District CADD standards.
- 4. This project shall be designed in accordance to the 2004 Texas Standard Specifications.
- 5. TEDSI will manage surveying subconsultant, Dos Lands Surveying, LLC (DLS) and obtain the required topographic surveys within the timeframe required to ensure the project is completed on time.

**TASK 1.0 FC 150: SURVEYING**

TEDSI shall utilize the services of DLS to obtain the required topography surveys for each intersection. Topographic surveys will be performed for twenty nine (29) intersections (one of them double) and will generally extend approximately 50 fifty feet past existing ROW on each street approach as shown in Figure 1.

DLS will establish two (2) control points at each intersection utilizing GPS data. DLS will investigate and establish apparent right-of-way at each location. The existing utilities will be collected and shown on the plans. Vertical Clearances will be obtained for each overhead utility. Underground utilities will be located after the local companies have painted their location at the intersections. All visible improvements will be collected and shown on plans such as culverts, poles, driveways, curb, sidewalks, existing illumination poles, etc.

DLS will provide TEDSI the mapping of these intersections immediately upon completion.

• *Field Survey and data collection.*

Topography – Topography layouts will be prepared to illustrate existing conditions and will generally include the following items.

- Topography – (English)
- Existing culvert structures
- Existing drainage structures
- Existing utilities (underground and overhead utilities)
- Existing safety lighting at each intersection
- Existing driveway openings
- Existing curb, sidewalk & driveways
- Existing Right of Way

**TASK 2.0 FC 162: TRAFFIC SIGNAL DESIGN (PS&E)**




TEDSI shall prepare plans and detailed drawings for Overhead Flashing Beacon Assemblies at the following twenty nine (29) intersections:

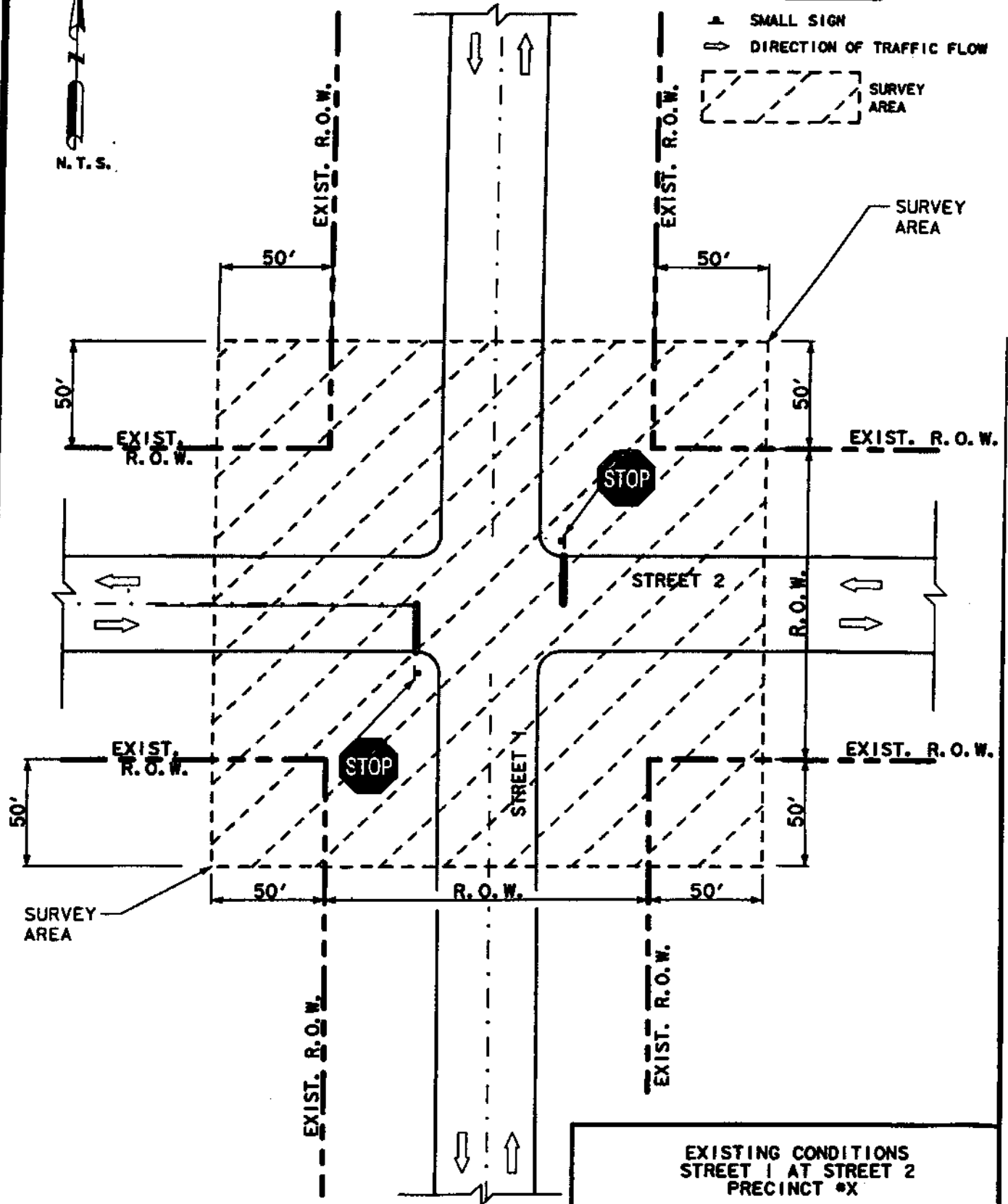
**Intersection**

1. MILE 2 W & MILE 12 1/2 N
2. MILE 6 W & MILE 11 N
3. MILE 6 1/2 W & QUINTERO
4. MILE 10 N & MILE 4 1/2 W
5. MILE 10 N & VICTORIA
6. MILE 4 N & MILE 1 1/2 E
7. MILE 5 1/2 W & LANTANA
8. CESAR CHAVEZ & ELDORA



**LEGEND**

-  SMALL SIGN
-  DIRECTION OF TRAFFIC FLOW
-  SURVEY AREA



**EXISTING CONDITIONS  
STREET 1 AT STREET 2  
PRECINCT \*X**

**EXTEND SURVEY  
50 FEET PAST EXIST. R. O. W.**

FIGURE 1

9. CESAR CHAVEZ & EARLING
10. TOWER & SIOUX
11. CESAR CHAVEZ & MINNESOTA
12. BRYAN & 8 MILE N
13. ABRAM & 5 MILE N
14. TOWER & CANTON
15. HOEHN & MILE 17 1/2 N
16. TERRY & MILE 17 N
17. MILE 17 N & TOWER
18. DOOLITTLE & CR DAVIS
19. TOWER & TEXAS
20. TRENTON & LOPEZ (Double Assembly due to offset)
21. CESAR CHAV & ALBERTA
22. HOEHN & ROGERS
23. DOOLITTLE & RAMSEYER
24. CESAR CHAV & MILE 17 N
25. VAL VERDE & MILE 20 N
26. LIPSEY & SKINNER
27. TRENTON & TWIN
28. TOWER & ALBERTA
29. TOWER & CURRY

TEDSI shall prepare plans and detailed drawings for Solar Powered Roadside Flashing Beacon Assemblies at the following two (2) intersections:

1. MILE 11 N & MILE 4 W
2. MILE 4 W & MILE 12 N

Traffic Signalization shall be designed in conformance with TxDOT requirements, including any appropriate Americans with Disabilities Act (ADA) design considerations. TEDSI's plan layouts shall be prepared in English units on 1"= 50' half scale single-banked drawings for traffic signals. Traffic signal plans shall generally consist of the following drawings for each intersection:

- **Plan Layouts** (to specify proposed signal improvements, including signal heads, electrical schedules, etc.)
- **Traffic Signal General Notes** (to provide guidance in constructing the proposed traffic signal).
- **Traffic Signal Basis of Estimate** (for all materials required at each intersection).
- **Standard Detail Drawings** (for traffic signal installation).
- **Cost Estimate** (provide spec data for this specific project and provide preliminary construction cost estimate).
- **Electrical Service Data & Summary** (for electrical service pole and disconnect information).

TEDSI will also include drawings depicting all existing and proposed permanent pavement markings at each of the intersections to be signalized. TEDSI shall design permanent signing and marking in accordance with the *2006 Texas Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways*. Plan layouts shall be prepared in English units on 1" = 50' half scale double-banked drawings. All striping material shall be specified as thermoplastic, and buttons graphically depicted independent of thermoplastic stripe. Permanent signing and striping design shall consist of the following drawings for each intersection:

- **Signing and Marking Layouts** (to identify all existing signs to remain, signs to be removed or relocated, all proposed signs and all proposed marking).
- **Intersection Marking Details** (for all special marking as required at the intersections in the project).
- **Pavement Marking Basis of Estimate** (for all marking devices and materials).
- **Small Sign Summary** (to identify all proposed small signs and mounting materials).
- **Small Signs to be Removed Summary** (to identify all small signs to be removed and/or relocated).
- **Standard Detail Drawings** (for permanent signing and marking).
- **Specification Data & Cost Estimate** (provide preliminary and Engineer's Probable construction cost estimate for each intersection.)

***TEDSI will make the following project submittals for this Traffic Signal PS&E Project:***

TEDSI will meet with TxDOT to discuss traffic signal preferences and design approach prior to completion of a 30% plan submittal.

1. ***30% Review Plan Submittal*** – TEDSI will provide two (2) copies of the following components that will comprise a 30% completion level:
  - a. ***Title Sheet*** with project location map, traffic signal agreement(s) shown on the right-hand side of sheet, a preliminary list of standards on the index of sheets.
  - b. ***Consolidated Summary*** indicating the bid items that have been identified and will be used.
  - c. ***Existing Condition Layouts*** - All utilities lines will be identified and shown to scale on the roadway. The layouts will include legend as provided by District Traffic Section.
  - d. ***Plan Layouts*** will include the north arrow, scale, centerline/alignment lines, stationing and matchline sheet numbers, existing conditions, conduit runs (either bore or trench), ground boxes and controllers using TxDOT legend.

The legend will appear on each sheet. The title block will include appropriate project number information and CSJ.

2. **60% Review Plan Submittal** – TEDSI will provide two (2) copies of the following components that will comprise a 60% completion level:
  - a. Plan layouts with all comments from the 30% review, fully addressed.
  - b. Title Sheet with project location map, all standards and plan sheets identified on Index of Sheets.
  - c. Consolidated Summary showing bid items in ascending numerical order. This sheet will indicate Electrical Service Data Table with applicable information filled in.
  - d. Plan layouts will contain estimated quantity boxes with appropriate bid code descriptions, conduit runs clearly labeled, and filled-in conduit run tables.
  - e. A preliminary construction cost estimate will be provided.
  - f. First draft of special specifications will be provided.
  - g. First draft of general notes.
  - h. Copies of calculations for foundation designs and service pole requirements will be included.
3. **90% Review Submittal** – TEDSI will provide two (2) copies of the following components that will comprise a 90% completion level:
  - a. Plans will be mostly completed and ready for review of quantities. All data tables, consolidated summaries and plan sheet estimated quantities will be complete and filled in.
  - b. *General Notes, Special Specifications and construction cost estimate* will be provided for review. Upon approval TxDOT will upload to DCIS.
4. **Pre-Final Review Submittal** – TEDSI will provide two (2) copies of completed design drawings for review and comment by the TxDOT Pharr District.
  - a. 11" x 17" Design Drawings
  - b. General Notes
  - c. Special Specifications
5. **100% Submittal**
  - a. TEDSI will provide five (5) copies of final 11"x17" set of plans.
  - b. TEDSI will provide one (1) copy of general notes.
  - c. TEDSI will provide one (1) copy of Special Specs and marked-up copy of changes of any Special Specs that have been modified.
  - d. TEDSI will provide two (2) copies of certification sheets.

- e. TEDSI will provide one (1) set of 11"x17" mylar plan drawings.
- f. TEDSI will provide one (1) CD containing an electronic copy of all .DGN files.

**6. Construction Services**

- a. Construction services are not included in TEDSI's scope of services.

To: rey.salazar@co.hidalgo.tx.us; EDietrich@tedsi.com  
Subject: 2010 HSIP (HES) and HRRR Projects and Approved Funding

Attached you will find a listing of all the approved projects and funding associated with them for your use in determining your ultimate cost of 10% for Construction less the reduced amount for the Disadvantage County Program.

Jesus S. Leal, P.E.  
TxDOT Pharr District  
Director of Transportation Operations  
Ph.: (956) 702-6127  
Cell. Ph.: (956) 566-1716  
Fax: (956) 702-6110  
Email: jleall@dot.state.tx.us

Moving forward, building ahead...to Keep Texas Moving. Follow us at  
[www.keeptexasmoving.com](http://www.keeptexasmoving.com)

## 2010 HSIP-(HES) and HRRR Program (Approved Projects)

### (Off-System HSIP-(HES))

#### (Hidalgo County)

1. Cesar Chavez Rd. @ Earling Rd. (Install Flashing Beacon) (\$40,000)
2. Mi. 6 W. Rd. @ Mi. 11 N. Rd. (Install Flashing Beacon) (\$40,000)
3. Tower Rd. @ Mi. 17 N Rd. (Install Flashing Beacon) (\$40,000)
4. Cesar Chavez Rd. @ Eldora Rd. (Install Flashing Beacon) (\$40,000)
5. Cesar Chavez Rd. @ Minnesota (Install Flashing Beacon) (\$40,000)
6. Doolittle Rd. @ Davis Rd. (Install Flashing Beacon) (\$40,000)
7. Mile 4 W. Rd. @ Mi. 11 N. Rd. (Install Advance Warning Beacon) (\$32,000)
8. Mi. 2 W. Rd. @ Mi. 12 ½ N. Rd. (Install Flashing Beacon) (\$40,000)
9. Mi. 4 ½ W. Rd. @ Mi. 10 N. Rd. (Install Flashing Beacon) (\$40,000)
10. Mi. 4 N. Rd. @ Mi. 1 ½ E. Rd. (Install Flashing Beacon) (\$40,000)
11. Mi. 5 ½ W. Rd. @ Lantana (Install Flashing Beacon) (\$40,000)
12. Abram Rd. @ 5 Mi. Line Rd. (Install Flashing Beacon) (\$40,000)
13. Doolittle Rd. @ Ramseyer Rd. (Install Flashing Beacon) (\$40,000)
14. Mile 4 W. Rd. @ Mi. 12 N. Rd. (Install Advance Warning Beacon) (\$32,000)

### (Off-System High Risk Rural Roads)

#### (Hidalgo County)

1. Hoehn Rd. @ Mi. 17 ½ N. Rd. (Install Flashing Beacon) (\$40,000)
2. Tower Rd. @ Canton Rd. (Install Flashing Beacon) (\$40,000)
3. Tower @ Alberta Rd. (Install Flashing Beacon) (\$40,000)
4. Victoria Rd. @ Mi. 10 N. Rd. (Install Flashing Beacon) (\$40,000)
5. Terry Rd. @ Mi. 17 N. Rd. (Install Flashing Beacon) (\$40,000)
6. Hoehn Rd. @ Rogers Rd. (Install Flashing Beacon) (\$40,000)
7. Tower Rd. @ Texas Rd. (Install Flashing Beacon) (\$40,000)
8. Trenton Rd. @ Lopez Rd. (Install Flashing Beacon) (\$65,000)
9. Cesar Chavez Rd. @ Alberta Rd. (Install Flashing Beacon) (\$40,000)
10. Mi. 6 ½ W. Rd. @ Quintero Rd. (Install Flashing Beacon) (\$40,000)
11. Tower Rd. @ Sioux Rd. (Install Flashing Beacon) (\$40,000)
12. Bryan Rd. @ 8 Mi. Line Rd. (Install Flashing Beacon) (\$40,000)
13. Cesar Chavez Rd. @ Mi. 17 N. Rd. (Install Flashing Beacon) (\$40,000)
14. Val Verde Rd. @ Mi. 20 N. Rd. (Install Flashing Beacon) (\$40,000)
15. Skinner Rd. @ Lipsey Rd. (Install Flashing Beacon) (\$40,000)
16. Trenton Rd. @ Twin Rd. (Install Flashing Beacon) (\$40,000)
17. Tower Rd. @ Curry Rd. (Install Flashing Beacon) (\$40,000)



AI-15373

22.B.1.

**Supplemental Agreement #1 to WA #12 - South Fork Drainage Lateral Project  
w/R. Gutierrez Eng. Corp.**

**CC REGULAR**

**Date:** 05/12/2009  
**Submitted By:** Yolanda Cisneros, COMM. PCT. #2  
**Submitted For:** Yolanda Cisneros  
**Department:** COMM. PCT. #2  
**Agenda Category:** Purchasing Department

**Information**

**CAPTION**

Requesting approval of Supplemental Agreement No.1 which increases Work Authorization No.12 by \$47,800.00 for a revised total of \$390,301.00. The scope of services is supplemented by adding an estimated 19 Parcels and 10 Title Reports for the existing easement or right-of-way between "I" Road and the South Main Lateral through the Contract No. C-07-358-09-04.

**BACKGROUND**

PO #613776 for Work Authorization #12 approved on CCM 09/09/2008 AI-10998 Purchase Order Increase will be in place after funding is available. Original total to WA No.12 was \$342,501.00

**Fiscal Impact**

**FISCAL YEAR:** 2009 **ACCT. #:** 9-1339-431-00-122-040-0-711  
**FUNDS AVAILABLE Y/N?:** Y/Pending **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Available balance \$39,200.00 plus Interdepartmental Transfer (\$87,000.00) in place for CCM of 05/19/2009 AI-15374.

WA No.12 fee estimate is \$342,501.00  
Supplemental Agreement No.1 fee estimate increases the WA to \$390,301.00

**Attachments**

Link: Supplemental Agreement 1

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	05/07/2009 02:33 PM	APRV
2	Budget & Management	Veronica Lopez	05/07/2009 03:13 PM	APRV
3	Roland Garcia	Rolando Garcia	05/08/2009 08:33 AM	APRV
4	Auditor's Office		05/08/2009 05:25 PM	NEW

Form Started By: Yolanda Cisneros  
Started On: 05/06/2009 06:16 PM



THE STATE OF TEXAS §  
  §  
COUNTY OF HIDALGO §

**SUPPLEMENTAL AGREEMENT NO. 1  
TO WORK AUTHORIZATION NO. 12  
Contract No. C-07-358-09-04**

**THIS SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of the Agreement made by and between the HIDALGO COUNTY, acting herein by and through COMMISSIONER'S COURT, hereinafter called the "OWNER," and, R. Gutierrez Engineering Corporation, professional engineers of Pharr, Texas, hereinafter called "ENGINEER".

**WHEREAS**, OWNER and ENGINEER executed Work Authorization No. 12 to Contract No. C-07-358-09-04, on the 9<sup>th</sup> day of September 2008, to provide engineering and surveying services for the preliminary engineering, final design, and construction phase services for the improvement of an existing Hidalgo County Irrigation No. 2 drain ditch. Hidalgo County Drainage District No. 1 will take over the responsibility for the drain ditch and requires the ditch be upgraded, and it has now become necessary to revise the scope of work to include additional services;

**WHEREAS**, in Work Authorization No. 12, the estimated cost for services under the Work Authorization is included in **Exhibit D – Fee Estimate**, and it has now become necessary to revise the estimated cost;

**NOW THEREFORE**, for and in consideration of the terms and provisions set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, OWNER and ENGINEER agree to the following amendment to Work Authorization No. 12 as follows:

1. The scope of services is supplemented by adding the following:  
The ENGINEER will develop survey parcels with metes and bounds for the existing Hidalgo County Irrigation District No. 2 easement or right-of-way between "I" Road and the South Main Lateral. There is an estimated 19 Parcels and 10 Title Reports to be added to the project.
2. **Exhibit D – Fee Estimate**, the estimated cost for services under this Work Authorization is amended and is included as **Exhibit D – Fee Estimate** included in this Supplemental Agreement. The actual amount payable for services under this Work Authorization will be in accordance with Article 5.
3. Except as amended by this Supplemental Agreement, the remaining provisions of the Agreement are unchanged and shall remain in full force and effect.

**IN WITNESS WHEREOF**, the ENGINEER and OWNER have caused this Supplemental Agreement to Work Authorization No. 12, for Professional Engineering Services to be executed as of the \_\_\_\_ day of \_\_\_\_\_ 2009.

**R. GUTIERREZ ENGINEERING CORPORATION**

BY:   
Ramiro Gutierrez, P.E., President

**HIDALGO COUNTY**

BY: \_\_\_\_\_  
Juan D. Salinas, III, County Judge

ATTEST:

\_\_\_\_\_  
Arturo Guajardo, Jr., County Clerk

**LIST OF ATTACHMENTS**

EXHIBIT D – Fee Estimate

**HIDALGO COUNTY**  
**Professional Engineering Services**  
**Contract # C-07-358-09-04**  
**Work Authorization No. 12**

**EXHIBIT D**  
**Fee Estimate**

TASK	PART I - CONTRACT AMOUNT
<b>Basis for Engineering Fee based on Article 5A of Contract</b>	
<b>Project Estimated Construction Cost</b>	\$2,879,250
<b>Engineering Services Fee (8% of Construction Cost)</b>	\$230,340
<b>Topographic Survey Services Fee (2.5% of Construction Cost)</b>	\$71,981
<b>Basic Fee (Prelim Eng, Design &amp; Construction Services Fee)</b>	<b>\$302,321</b>
<b>PART I - DATA COLLECTION &amp; PRELIMINARY ENGINEERING AND DESIGN (50% of Basic Fee)</b>	<b>\$151,161</b>
DATA COLLECTION (40% of Prelim Eng Fee)	\$60,464
SCHEMATIC DESIGN (60% of Prelim Eng Fee)	\$90,696
<b>SUB-TOTAL (Prelim Eng Fee)</b>	<b>\$151,161</b>
<b>PART II - RIGHT-OF-WAY MAP (Add'l Services)</b>	<b>\$87,000</b>
OBTAIN TITLE REPORTS (Est 24 Parcels) (@ \$600.00/Parcel) ***	\$14,400
DEVELOP PARCELS & R.O.W. MAP (Est 33 Parcels) (@ \$2,200.00/Parcel) ***	\$72,600
<b>SUB-TOTAL (R.O.W. Map Fee)</b>	<b>\$87,000</b>
<b>PART III - FINAL DESIGN (25% of Basic Fee)</b>	<b>\$75,580</b>
30% Plans Submittal (30% of PS&E Fee)	\$22,674
60% Plans Submittal (30% of PS&E Fee)	\$22,674
90% Plans Submittal (30% of PS&E Fee)	\$22,674
100% Plans Submittal (10% of PS&E Fee)	\$7,558
<b>SUB-TOTAL (PS&amp;E Fee)</b>	<b>\$75,580</b>
<b>PART IV - CONSTRUCTION SERVICES (25% of Basic Fee)</b>	<b>\$75,580</b>
Construction Services	\$75,580
<b>SUB-TOTAL (Construction Services Fee)</b>	<b>\$75,580</b>
<b>PART V - SPECIAL SERVICES (Add'l Services)</b>	<b>\$980</b>
Printing (Est. 20 Sets @ 100 Sheets/Set @ 0.20/Sheet)	\$400
Mileage (Est. 50 Trips @ 20 Miles/Trip @ 0.58/Mile)	\$580
<b>SUB-TOTAL (Special Services Fee)</b>	<b>\$980</b>
<b>TOTAL</b>	<b>\$390,301</b>

\*\*\* Note: Title Reports and Parcels will be billed for the actual amount of Title Reports ordered and Parcels prepared at the rates shown.



2	Budget & Management	Veronica Lopez	05/07/2009 03:12 PM	APRV
3	Roland Garcia	Rolando Garcia	05/08/2009 10:58 AM	APRV
4	Auditor's Office		05/08/2009 05:25 PM	NEW

Form Started By: Yolanda Cisneros

Started On: 05/06/2009 05:22  
PM

Final Approval Date: 05/08/2009

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**APPLICATION FOR PMT #2**

To: HIDALGO COUNTY PRECINCT NO. 2 (OWNER)  
 From: OG Construction Company, LLC (CONTRACTOR)  
 Contract: C-08-399-02-09  
 Project: Tower Road Drainage  
 OWNER's Contract No. C-08-399-02-09 ENGINEER's Project No. ENG06.019b  
 For Work accomplished through the date of: 27-Apr-2009

1. Original Contract Price:	\$ 569,005.57
2. Net change by Change Orders and Written Agreements (+ or -):	\$ 18,672.50
3. Current Contract Price (1 plus 2):	\$ 587,678.07
4. Total completed and stored to date:	\$ 385,877.35
5. Retainage (per Agreement):	
<u>10% of completed Work:</u>	\$ 38,587.74
<u>10% of stored material:</u>	\$ -
Total Retainage:	\$ 38,587.74
6. Total completed and stored to date less retainage (4 minus 5):	\$ 347,289.61
7. Less previous Application for Payments:	\$ (164,078.01)
8. Balance to Finish:	\$ 201,800.72
9. AMOUNT DUE THIS APPLICATION (6 MINUS 7):	\$ 183,211.60

**618129**  
**9-1339-431-00-122-031-0-733**  
**Req. # 149654**

Accompanying Documentation:

**CONTRACTOR'S Certification:**


The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through PMT #2 inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

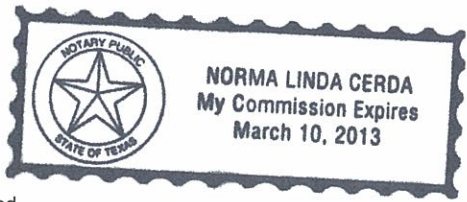
Dated 29-Apr-09 OG Construction Company, LLC  
 CONTRACTOR

By: 

State of Texas  
 County of Hidalgo

Subscribed and sworn to before me this 29<sup>th</sup>  
 day of April 2009

  
 Notary Public  
 My Commission expires: 3-10-2013



Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 29-Apr-09 R. GUTIERREZ ENGINEERING CORPORATION  
 ENGINEER

By: 

INVOICE RECEIVED BY:  
Esmeralda Molina 5.6.09  
 GOODS/SERVICES RECEIVED BY:  
Hector Palacios 5.6.09

Contractor Name: OG Construction Company, LLC  
 Starting Date: 2-Mar-2009  
 Project Ending Date: 15-Jun-2009  
 Retainage Percent: 10%

Application: PMT #2  
 Application Date: 29-Apr-2009  
 Period To: 27-Apr-2009  
 Engineer Firm: R. Gutierrez Eng. Corp.

Summary															
Contract Number	Description	Original Schedule Value	C.O. #1 Schedule Value	C.O. #2 Schedule Value	Application #1	Retainage for App #1	Payment for Application #1	Application #2	Retainage for App #2	Payment for Application #2	Total Completed to Date	Retainage to Date	Total Completed Less Retainage	Previous Payments	Balance To Finish
C-08-399-02-09	Tower Road Drainage	\$ 569,005.57	\$ 575,672.07	\$ 587,678.07	\$ 182,308.90	\$ 18,230.89	\$ 164,078.01	\$ 203,568.45	\$ 20,356.85	\$ 183,211.61	\$ 385,877.35	\$ 38,587.74	\$ 347,289.62	\$ 164,078.01	\$ 201,800.72
<b>TOTALS:</b>		<b>\$ 569,005.57</b>	<b>\$ 575,672.07</b>	<b>\$ 587,678.07</b>	<b>\$ 182,308.90</b>	<b>\$ 18,230.89</b>	<b>\$ 164,078.01</b>	<b>\$ 203,568.45</b>	<b>\$ 20,356.85</b>	<b>\$ 183,211.61</b>	<b>\$ 385,877.35</b>	<b>\$ 38,587.74</b>	<b>\$ 347,289.62</b>	<b>\$ 164,078.01</b>	<b>\$ 201,800.72</b>

Contractor Name: OG Construction Company, LLC
Starting Date: 2-Mar-2009
Project Ending Date: 15-Jun-2009
Engineer's / County Project Desc: Tower Road Drainage

Application: PMT #2
Application Date: 29-Apr-2009
Period To: 27-Apr-2009
Engineer's / County Project No.: ENG06.019b

Table with columns: No., Item Code, Description, Unit, Original Rates, Quan, Dollars, Revised Rates, Quan, Dollars, Revised Rates, Quan, Dollars, Application #1, Application #2, Balance To Finish. Includes sub-sections for (905) DRAINAGE and (906) DRAINAGE.

Printed Name: Javier Gutierrez Date: 29-Apr-2009

Signature: [Handwritten Signature]

**CHANGE ORDER NUMBER THREE (3)**

**PROJECT:** Tower Road Drainage

**DATE OF ISSUANCE:** April 29, 2009

**EFFECTIVE DATE:** April 29, 2009

**OWNER:** HIDALGO COUNTY PRECINCT NO. 2

**OWNER's Contract No.:** C-08-399-02-09

**CONTRACTOR:** OG Construction Co.  
222 W University Drive  
Edinburg, TX 78539

**ENGINEER:** R. Gutierrez Engineering Corporation  
130 E. Park Ave.  
Pharr, TX 78577

**You are directed to make the following changes in the Contract Documents.**

**Description:**

1. Item 400 Cement Stabilized Backfill was reduced 40 CY.
2. Item 400 Cut and Restore Pavement was reduced 64.40 SY.
3. Item 464 18" RCP (CL III) Rubber Gasket was reduced 418 LF
4. Item 464 24" RCP (CL III) Rubber Gasket was reduced 276 LF
5. Item 464 30" RCP (CL III) Rubber Gasket was reduced 202 LF
6. Item 465 - 1 Concrete manhole Ty "A" was reduced
7. Item 465 - 4 Concrete Inlet Ty "C" were reduced

**Reason for Change Order:**

1. All the above mentioned items will be constructed by the Hidalgo County Precinct No.2 forces

**Attachments:**

Change in Contract Price:		CHANGE IN CONTRACT TIME:	
Original Contract Price \$ 569,005.57		Original Contract Time for Substantial Completion: <u>105</u> calendar days or dates	
Net Changes from previous Change Order \$ 18,672.50		Net change from previous Change Orders <u>0</u> calendar days	
Contract Price prior to this Change Order \$ 587,678.07		Contract Time prior to this Change Order Substantial Completion: <u>105</u> calendar days or dates	
Net Increase (decrease) of this Change Order \$ (50,421.74)		Net Increase (decrease) of this Change Order <u>10</u> calendar days	
Contract Price with all approved Change Orders \$ 537,256.33	Net % increase (decrease) from original contract price. (5.60) %	Contract Time with all approved Change Orders Substantial Completion: <u>115</u> calendar days or dates	

**RECOMMENDED:**

By: Juan J. Moran P.E.  
 Engineer (Authorized Signature)

Date: 4/29/09

**APPROVED:**

By: \_\_\_\_\_  
 Owner (Authorized Signature)

Date: \_\_\_\_\_

**ACCEPTED:**

By: \_\_\_\_\_  
 Contractor (Authorized Signature)

Date: 5/3/09



**CONCRETE WORKS, INC.**

3807 N. Bentsen Palm Dr. - Mission, TX 78572

Office: (956) 583-6293 - Sales: (956) 789-7784 - Fax: (956) 424-1099

**MATERIAL SUPPLIER'S PARTIAL RELEASE OF CLAIM**

CONTRACTOR: O.G. CONSTRUCTION  
PROJECT NAME: TOWER RD DRAINAGE ITEMS  
PROJECT LOCATION: TOWER RD. ALAMO, TX.

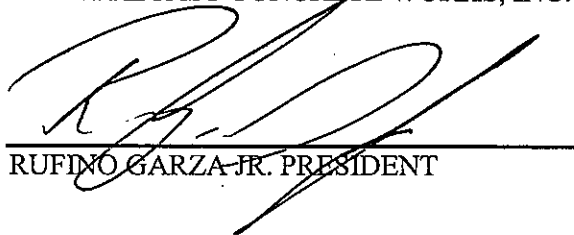
The undersigned certifies that all materials required and furnished by the undersigned as Material Supplier in connection with the above named Project have been paid in the amount of \$ 21,665.00 though March 15th 2009 and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective, and agrees to indemnity and save harmless the said.

UNPAID BALANCE DUE \$45,040.34 AS OF MAY 5th, 2009.

Against all loss, damages, cost or expenses of any character whatsoever that may arise by reason of claims for unpaid materials used in connection with said improvements.

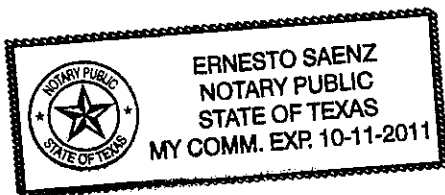
5/05/2009  
STATE OF TEXAS  
COUNTY OF HIDALGO

L & R PRECAST CONCRETE WORKS, INC.



\_\_\_\_\_  
RUFINO GARZA JR. PRESIDENT

SWORN TO AND SUSCRIBED BEFORE ME on this date MAY 5, 2009, to which witness my hand and seal of office.



Notary public in and for the state of TEXAS



PARTIAL RELEASE UPON PAYMENT

Upon receipt by the undersigned of a check from O.G CONSTRUCTION CO,LLC.  
(Payee)

in the sum of \$50,003.28.01/Fifty Thousand Three Dollars & 28/100 payable to RIO VALLEY PIPE, LLC and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this documentation shall become effective to release any mechanic's lien, materialman's lien, stop notice, or bond right the undersigned has on the following project:

Name of Project: TOWER ROAD DRAINAGE ITEMS  
Address:  
City, State, Zip Code: Alamo, TX

This release cover a progress payment for labor, services, equipment, or material furnished to Tower Road Drainage Items through 04/30/2009 only and does not cover any retentions retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specific reserved by the claimant in this release. This release of any mechanic's lien, materialman's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon rescission, abandonment, or breach of the contract.

Dated: 5-5-09

Company: Rio Valley Pipe, LLC

By: Edgar Morales

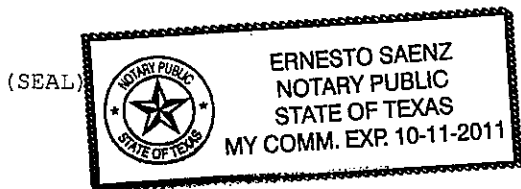
Title: A/R Clerk

THE STATE OF TEXAS

COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared Edgar Morales, personally known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he was duly authorized and executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 05<sup>TH</sup> day of May, 2009.



Edgar Morales  
Notary Public In and For Hidalgo  
County, Texas

4-27-2009

Date \_\_\_\_\_

Omar Felipe Garcia

President

(Name of Signatory Party)

(Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by O.G. Utility Group LLC

(Contractor or Subcontractor)

on the

Tower Road Drainage

that during the payroll period commencing on the

(Building or Work)

1 day of April 2009 and ending the 27 day of April 2009

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

OG CONSTRUCTION CO., LLC

(Contractor or Subcontractor)

from the full

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below.

SEE DEDUCTION COLUMNS IN THIS PAYROLL.

NOTE: Being Paid Weekly

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

-- Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.


(c) EXCEPTIONS

EXCEPTION (CRAFT)

EXPLANATION

REMARKS:

Empty box for REMARKS.

NAME AND TITLE Omar F. Garcia Managing Member	SIGNATURE 
---	--

THE WILLFUL FAUSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

AI-15418

22.B.3.

**WA #5 for Millennium Engineers**

**CC REGULAR**

**Date:** 05/12/2009  
**Submitted By:** Yolanda Cisneros, COMM. PCT. #2  
**Submitted For:** Yolanda Cisneros  
**Department:** COMM. PCT. #2  
**Agenda Category:** Purchasing Department

**Information**

**CAPTION**

Pct. #2

Presentation for consideration, discussion, acceptance, and approval of Work Authorization No. 5 (with a proposed fee of \$11,712.00) for the provision of professional engineering Geotechnical Investigation services for SouthFork Drainage Improvements Project through Contract #C-08-316-10-28 with Millennium Engineers Group for Hidalgo County Precinct No.2.

**BACKGROUND**

**Fiscal Impact**

**FISCAL YEAR:** 2009 **ACCT. #:** 9-1339-431-00-122-040-0-733

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

**BUDGETARY IMPACT:**

Funding will be available with (AI-15417) for CC 05/12/09 for \$12,000.00

Available balance as of 05/08/09 is \$303,301.00 plus AI-15417 \$12,000.00 = \$315,301.00

**Attachments**

Link: [WA 5](#)

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	05/08/2009 05:08 PM	APRV
2	Budget & Management	Angela Garcia	05/08/2009 05:08 PM	APRV
3	Roland Garcia	Rolando Garcia	05/08/2009 05:11 PM	APRV
4	Auditor's Office		05/08/2009 05:25 PM	NEW

Form Started By: Yolanda Cisneros

Started On: 05/08/2009 04:51 PM

Final Approval Date: 05/08/2009

**HIDALGO COUNTY**  
**Professional Engineering Services**  
**Contract # C-08-316-10-28**  
**Work Authorization Form**

**WORK AUTHORIZATION NO. 5**

**THIS WORK AUTHORIZATION** is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **Millennium Engineers Group, Inc.**, professional engineers of Edinburg, Texas, hereinafter called "**Engineer**".

**PART 1. SCOPE OF WORK**

The purpose of this Work Authorization is for the **Engineer** to provide

**Geotechnical Engineering Services for Geotechnical Investigation for Hidalgo County District No. 1 Southfork Drainage Improvements.**

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 **\$11,712.00.** 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. **5** shall be funded through funding source:  
Account No. 9-1339-431-00-122-040-0-733  
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.

**PART 6. RESPONSIBILITIES AND OBLIGATIONS**

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

**PART 7. ACKNOWLEDGEMENT AND CONFIRMATION**

Acknowledgement and confirmation by **Hidalgo County** \_\_\_\_\_,  
Commissioner Hector Palacios as to content and detail of this **Work**  
Authorization No. **5**

**HIDALGO COUNTY**

**BY: Commissioner Hector Palacios**



**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:**

**THE OWNER:  
HIDALGO COUNTY**



**By: Raul Palma**

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

**ATTEST:**

\_\_\_\_\_  
**By: Arturo Guajardo, Jr., County Clerk**

**LIST OF ATTACHMENTS**

- ATTACHMENT "A" - Services to be Provided by the Owner
- ATTACHMENT "B" - Services to be Provided by the Engineer
- ATTACHMENT "C" - Work Schedule
- ATTACHMENT "D" - Cost Proposal

**EXHIBIT "A"**  
**SERVICES TO BE PROVIDED BY THE OWNER/COUNTY**

The following provides an outline of the services to be provided by the **Owner** in the development of **Projects** (as defined and more particularly identified in **EXHIBIT "B"** attached to this Agreement).

**General**

The Owner will provide to the **Engineer** the following:

- (1) Provide the authorization to proceed with services through coordination with the project consulting and design Engineer.
- (2) Payment for work performed by the **Engineer** and accepted by the **Owner** in accordance with Article 3 of this Agreement.
- (3) Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **Engineer** cannot easily obtain.
- (4) Provide any available relevant data the **Owner** may have on file concerning the projects.
- (5) Provide timely review and decisions in response to the **Engineer's** request for information and/or required submittals and deliverables, in order for the **Engineer** to maintain the work schedule agreed upon.
- (6) Attend and participate in progress meetings as required and as coordinated and conducted by the **Engineer**.
- (7) Provide the authorization to proceed with services on project by project basis through consulting design and construction engineer.

**EXHIBIT "B"**  
**SCOPE OF SERVICES**  
**TO BE PROVIDED BY THE ENGINEER**

The services to be provided by the ENGINEER in providing geotechnical engineering services, construction materials testing services, construction inspection services and environmental services for Hidalgo County Projects is as follows:

A. Preliminary Phase:

- (1) Attend preliminary conferences with the OWNER and, if requested, with the funding agency and other government agencies or interested parties regarding the Project.
- (2) Provide for the necessary geotechnical investigation and testing necessary to develop the design.
- (3) Provide environmental studies as may be necessary to complete a project.
- (4) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
- (5) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
- (6) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, construction and maintenance projects.
- (7) Provide assistance to the OWNER in providing pavement condition studies.

B. Design Phase:

- (1) Attend the OWNER'S and respective Party's meeting as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed design activities.
- (2) Perform any additional geotechnical investigations, testing and environmental studies necessary to collect information required in the design of the Project.
- (3) Provide assistance to the OWNER in providing material requirements and specification for design, construction and maintenance projects.
- (4) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
- (5) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, construction and maintenance projects.
- (6) Provide assistance to the OWNER in providing pavement condition studies.
- (7) Furnish the OWNER all necessary reports for preliminary design, design, construction and maintenance projects.

C. Construction/Maintenance Phase:

- (1) Attend the OWNER'S and respective Party's pre-construction and construction meetings as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed construction activities and establish coordination and lines of communication for proposed construction materials testing during construction activities.
- (2) Consult and advise with the OWNER during construction.
- (3) Provide construction materials testing for construction and maintenance projects as required by the project plans and specifications and/or specified by the project design engineer.
- (4) Review all material designs as requested by the OWNER and/or project design engineer.
- (5) Furnish the OWNER all necessary reports for construction and maintenance projects.
- (6) Provide construction inspection services as requested by the OWNER on construction and maintenance projects

## **ATTACHMENT "C"**

### **Work Schedule**

Millennium Engineers Group, Inc. will go out to site on an as-needed basis to perform testing services. Services will be provided as requested by project personnel. A 24-hour notice will be required from project personnel.

**ATTACHMENT "D"**

"Proposal"

Millennium Engineers Group, Inc.

PO Box 4569

Edinburg, Texas 78540-4569

# Proposal

Date	Proposal No.
5/8/2009	09-90

Name / Address
Hidalgo County Precinct 2 Commissioner Hector Palacios 301 E. State St. Pharr, Texas 78577

Project			
Description	Qty	Cost	Total
Geotechnical Engineering Services for Geotechnical Investigation for the Southfork Drainage Lateral Improvements in Pharr, Texas.			
Boring (Soil)(0 to 50 Ft)	220	18.00	3,960.00
Mobilization	1	300.00	300.00
Standard Penetration Test	77	10.00	770.00
Vehicle Charge	1	35.00	35.00
Atterberg Limits	33	59.00	1,947.00
Passing No. 200 Sieve	22	42.00	924.00
Moisture Content	77	8.00	616.00
Field Coordination (Engr. Tech.)	4	65.00	260.00
Logging (Engr. Tech.)	12	48.00	576.00
Logging (Engr. Tech.) OT	12	72.00	864.00
Project Management & Coordination	8	65.00	520.00
Principal Engineer	6	125.00	750.00
Test Report	1	30.00	30.00
Administration	4	40.00	160.00
Helping to Build the Rio Grande Valley		<b>Total</b>	\$11,712.00

AI-15355

22.C.1.

**Pct 4-WA#2-SA #1-QHA-C-08-477-12-09 - Drainage Improvement Project  
CC REGULAR**

**Date:** 05/12/2009  
**Submitted By:** Letty Saenz, PURCHASING DEPT.  
**Submitted For:** Marty Salazar  
**Department:** PURCHASING DEPT.  
**Agenda Category:** Purchasing Department **Purchasing only:** Prct. 4

**Information**

**CAPTION**

Drainage Improvement Project (1339):  
Presentation for consideration, discussion, and approval of Work Authorization #2  
(Supplemental Agreement No. 1) in the amount of \$ 62,900.00, bringing the total cost to  
\$548,100.00 with Quintanilla, Headley & Associates, Inc. to provide engineering services  
to Hidalgo County Precinct No. 4 in connection with Contract No. C-08-477-12-09 for  
"San Carlos Drainage Improvements Project"

**BACKGROUND**

WA#2-SA#1-QHA-C-08-477-12-09 From \$485,200 to \$ 548,100

**Fiscal Impact**

**FISCAL YEAR:** 2009 **ACCT. #:** 9-1339-431-00-124-0XX-0-733  
**FUNDS AVAILABLE Y/N?:** Pending **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Funding pending approval of an interdepartmental transfer (AI#15331 5/12/09).

Program	Pond	Amount
038	Aguilar	6,800
039	Fike	11,900
048	Dikerson	40,800
060	Guerra	3,400

**Attachments**

Link: WA#2-SA #1-Quintanilla, Headley & Associates Inc

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	05/07/2009 02:00 PM	APRV
2	Budget & Management	Veronica Lopez	05/07/2009 02:13 PM	APRV
3	Manuel Chapa	Manuel Chapa	05/08/2009 08:53 AM	APRV
4	Auditor's Office		05/08/2009 05:25 PM	NEW

Form Started By: Letty Saenz  
Started On: 05/06/2009 04:01 PM





# County of Hidalgo Pct. #4

Comisioneros Oscar L. Garza Jr.  
1051 N. Doolittle Road  
Edinburg Texas 78542-0337

## MEMO

DATE: MAY 06, 2009  
TO: PURCHASING DEPARTMENT  
C/O LETICIA "LETTY" SAENZ CONTRACTS MANAGER  
FROM: HIDALGO COUNTY PCT. #4  
REF: WORK AUTHORIZATION #2 - SUPPLEMENTAL AGREEMENT #1  
"SAN CARLOS DRAINAGE IMPROVEMENTS"  
C-08-477-12-09

HIDALGO COUNTY PRECINCT #4 IS HEREBY REQUESTING THE FOLLOWING  
WORK AUTHORIZATION #2 - SUPPLEMENTAL #1 IN THE AMOUNT OF  
\$62,900.00 FOR QUINTANILLA, HEADLEY & ASSOCIATES, INC. BE PLACED  
ON THE NEXT COMMISSIONERS' COURT FOR APPROVAL.

FUNDING FOR THIS PROJECT WILL BE FROM THE FOLLOWING ACCOUNTS#:

AGUILAR POND	9-1339-431-00-124-038-0-733	\$ 6,800.00
FIKE POND	9-1339-431-00-124-039-0-733	\$11,900.00
DICKERSON POND	9-1339-431-00-124-048-0-733	\$40,800.00
GUERRA POND	9-1339-431-00-124-060-0-733	\$ 3,400.00

SHOULD YOU HAVE ANY QUESTIONS, PLEASE CONTACT OUR  
OFFICE, THANK YOU.

RUMALDO MUNOZ JR.   
ACCOUNTS PAYABLE CLERK

CC: COUNTY FILES

- Municipal Projects
- Subdivisions
- Surveys



Alfonso Quintanilla, P.E., R.P.L.S.  
Eulalio Ramirez, P.E.

124 E. Stubbs, Edinburg, Texas 78539 Phone: (956) 381-6480 Fax: (956) 381-0527

May 1, 2009

Mr. Oscar L. Garza, Jr.  
Commissioner  
Hidalgo County Precinct No.4  
1102 N. Doolittle Road  
Edinburg, Texas 78539

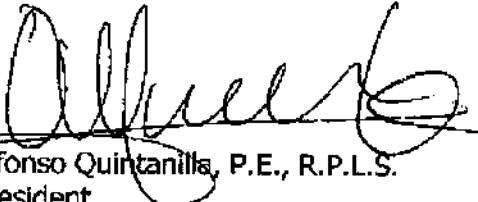
**Re: San Carlos Drainage Improvements**

Dear Commissioner Garza:

Enclosed please find the Supplemental Agreement No.1 for Work Authorization No.2. This is to include the engineering fees from L & G Engineering Laboratory, LLC. Please sign this form and forward it to Ms. Letty Saenz at the Purchasing Department for placement on the agenda of the Commissioners' Court.

Should you have any questions or require additional information, please feel free to call me at 381-6480.

Sincerely,

  
Alfonso Quintanilla, P.E., R.P.L.S.  
President



**EXHIBIT "F"**  
**SUPPLEMENTAL AGREEMENT FORM**  
**Supplemental Agreement Form**

THE STATE OF TEXAS   §  
                                  §  
COUNTY OF HIDALGO   §

**WORK AUTHORIZATION No.2**  
**SUPPLEMENTAL AGREEMENT No. 1**  
**TO AGREEMENT FOR PROFESSIONAL SERVICES**

**THIS SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 8 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and **Quintanilla, Headley and Associates, Inc.**, Professional Engineers of, **Edinburg, Texas**, hereinafter called the "**Engineer**".

**WITNESSETH**

**WHEREAS**, the **Owner** and the **Engineer** executed the **Agreement** on the **9th** day of **December 2008** concerning engineering for Preliminary, Design and Construction Phase Services for the **San Carlos Drainage Improvements for Hidalgo County Precinct Number 4** (hereinafter referred to as the "**Project**"); and,

**WHEREAS**, Article 5.2 of the **Agreement**, (**Special Services**), establishes that the **Owner** shall pay the **Engineer** a negotiated lump sum fee for additional services; and,

**WHEREAS**, it has become necessary to amend the **Agreement** to amend the agreement to add geotechnical engineering services.

**A.   AGREEMENT**

**NOW THEREFORE**, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

1. Article 2.1 of the **Agreement**, (**Scope of Work**), is revised to include geotechnical engineering services for 37 (thirty seven) 20 foot borings. The estimated cost for services under Work Authorization No.2 is \$ 485,200.00 approved under agreement No. C-08-477-12-09. The additional cost will be \$ 62,900.00 for a new amount payable under agreement C-08-477-12-09 of \$ 548,100.00

**All other provisions are unchanged and remain in full force and effect.**

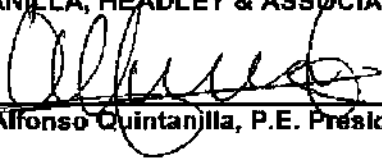
**IN WITNESS WHEREOF**, the **Engineer** and the **Owner** have caused this

Supplemental Agreement to the Agreement for Professional Services to be executed as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**HIDALGO COUNTY PRECINCT No.4**

BY: \_\_\_\_\_  
Oscar L. Garza, Jr., Commissioner

**THE ENGINEER:  
QUINTANILLA, HEADLEY & ASSOCIATES, INC**

BY:   
\_\_\_\_\_  
Alfonso Quintanilla, P.E. President

**THE OWNER:  
HIDALGO COUNTY**

BY: \_\_\_\_\_  
Juan D. Salinas III, County Judge

**ATTESTED**

By: \_\_\_\_\_  
Arturo Guajardo Jr., County Clerk

**AI-15331**

**41.0.**

**Interdepartmental Transfer - Pct#4 Drainage Improvement Project (1339)  
CC REGULAR**

**Date:** 05/12/2009  
**Submitted By:** Jr. Munoz, COMM. PCT. #4  
**Department:** COMM. PCT. #4  
**Agenda Category:** Budget and Management

---

**Information**

**CAPTION**

Pct. #4 Drainage Improvement Projects C.O. 2009 Series (1339):

Approval 2009 interdepartmental transfer within Certificate of Obligation Series 2009 from Precinct #4 Drainage Improvement Project (program 036) to Aguilar Pond (program 038) \$6,800.00 & Fike Pond (program 039) \$11,900.00 & Dickerson Pond (program 048) \$40,800.00 & Guerra Pond (program 060) \$3,400.00 to fund project expenditures.

**BACKGROUND**

This transfer will be to cover Work Authorization #2 - Supplemental Agreement #1 in the amount of \$62,900.00 for contract #08-477-12-09

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**Fiscal Impact**

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**Attachments**

Link: [Transfer](#)

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**Form Routing/Status**

Route Seq	Inbox (Originator)	Approved By	Date	Status
1	Budget & Management	Jr. Munoz	05/06/2009 10:25 AM	CREATED NEW
2	Auditor's Office			
3	Purchasing Department			

Form Started By: Jr. Munoz      Started On: 05/06/2009 10:25 AM

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San Carlos Drainage Improvement Project  
Hidalgo County Pct. No. 4  
C-08-477-12-09 Work Authorization No. 2 Supplemental Agreement No. 1  
Geotechnical Borings

Pond Name	Acres Gross	No. of Borings	Boring Depth	Total LF	Approx. Cost
Pond No. 1 (Guerra)	18.76	2	20	40	\$3,400.00
Pond No. 2 (Fike)	57.41	7	20	140	\$11,900.00
Pond No. 3 (Aguilar)	47.66	4	20	80	\$6,800.00
Pond No. 4 (Dickerson)	240.28	24	20	480	\$40,800.00

37

740

Estimated Total Fees \$62,900.00

1 boring per 10 acres

**Exemption for Professional Engineering Services - Pct # 4 (Rogers Road & Jackson Road))**

**CC REGULAR**

**Date:** 05/12/2009  
**Submitted By:** Nielda Cavazos, PURCHASING DEPT.  
**Submitted For:** Marty Salazar  
**Department:** PURCHASING DEPT.  
**Agenda Category:** Precinct #4

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**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 Precinct No 4 Projects (Rogers Road & Jackson Road).
- 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 Precinct No 4 Projects (Rogers Road & Jackson Road): 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 Precinct No 4 Projects (Rogers Road & Jackson Road).

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**BACKGROUND**

**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 5-8-09 \$79,383.86

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**Attachments**

Link: Grid

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**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/07/2009 08:36 AM	APRV
2	Manuel Chapa	Manuel Chapa	05/08/2009 11:26 AM	APRV
3	Nielda Cavazos	Nielda Cavazos	05/07/2009 09:35 AM	NEW

Form Started By: Nielda Cavazos

Started On: 05/06/2009 04:35  
PM

Final Approval Date: 05/08/2009

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**HIDALGO COUNTY PRECINCT NO 4**  
FOR  
Engineering Services for  
Rogers Road & Jackson Road

**Scoring & Evaluation**  
**GRID**

Total Scores	Noe Garza Engineers	Salinas Engineering	R.E. Garcia & Associates
Scorer # 1	93	86	91
Scorer # 2	92	88	90
<b>RANKING</b>	92.50	87.00	91.00

\*SCORING & EVALUATION COMPLETED BY PCT NO 4

AI-15376

22.D.1.

**Change Order #1 El Monte Subdivision Pct No. 1**

**CC REGULAR**

**Date:** 05/12/2009

**Submitted By:** Marcie Jackson, COLONIA ACCESS PROGRAM

**Submitted For:** Agapito Vargas

**Department:** COLONIA ACCESS PROGRAM

**Agenda Category:** Purchasing Department

**Purchasing only:** CAP Pct.1

**Information**

**CAPTION**

Presentation for consideration, discussion, acceptance and approval of Change Order No. 1 with contractor Valley Paving, Inc. for El Monte Subdivision, Pct. No. 1 reflecting a net increase in the amount of \$2,330.00 because residents installed additional driveways after survey-plans were completed as submitted through project engineer TEDSI Infrastructure Group. C-CAP 08-032-03-31.

**BACKGROUND**

**Fiscal Impact**

**FISCAL YEAR:** 9

**ACCT. #:** 9-1311-431-00-121-245-1-731 & 733

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

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

P.O.#621820 has \$105,036.00 available as of 5/8/09. The first attachment has signatures but the wrong contract #. The revised attachment has the correct contract number but is missing the signatures. The department is currently working on getting signatures for the revised change order. The signed document will be attached when it becomes available.

**Attachments**

Link: [change order #1 el monte subdivision pct. #1](#)

Link: [REVISED change order #1 el monte pct. #1](#)

**Form Routing/Status**

Route	Seq	Inbox	Approved By	Date	Status
1		Yvette Islas	Yvette Islas	05/07/2009 01:04 PM	APRV
2		Purchasing Department	Marty Salazar	05/07/2009 02:36 PM	APRV
3		Budget & Management	Veronica Lopez	05/07/2009 03:15 PM	APRV
4		Dale Kennan	Dale Kennan	05/08/2009 09:25 AM	APRV
5		Auditor's Office		05/08/2009 05:25 PM	NEW

Form Started By: Marcie Jackson

Started On: 05/07/2009 09:45 AM

Final Approval Date: 05/08/2009

**CHANGE ORDER #1**

**PROJECT:** "ROAD & DRAINAGE CONSTRUCTION FOR EL MONTE SUBDIVISION"

**DATE OF ISSUANCE:** \_\_\_\_\_ **EFFECTIVE DATE:** \_\_\_\_\_

**OWNER:** HIDALGO COUNTY PRECINCT No. 1

**OWNER's Contract No.:** CAP-08-022-09-02

**CONTRACTOR:** VALLEY PAVING, INC **ENGINEER:** TEDSI INFRASTRUCTURE GROUP

**You are directed to make the following changes in the Contract Documents.**

- Description:**
1. Modified quantities for Items 530 and 556
  - 2.
  - 3.
  - 4.
  - 5.
  - 6.

- Reason for Change Order:**
1. Residents installed additional driveways after survey-plans were completed
  - 2.
  - 3.
  - 4.
  - 5.
  - 6.

**Attachments:** Change Order No 1 Tabulation, El Monte Subdivision Schedule

Change in Contract Price:		CHANGE IN CONTRACT TIME:	
Original Contract Price		Original Contract Time for	
\$	102,706.00	Substantial Completion:	120 calendar days or dates
Net Changes from previous Change Order		Net change from previous Change Orders	
\$		0	calendar days
Contract Price prior to this Change Order		Contract Time prior to this Change Order	
\$	102,706.00	Substantial Completion:	120 calendar days or dates
Net Increase (decrease) of this Change Order		Net Increase (decrease) of this Change Order	
\$	2,330.00		calendar days
Contract Price with all approved Change Orders	Net % increase (decrease) from original contract price.	Contract Time with all approved Change Orders	
\$	2.27 %	Substantial Completion:	120 calendar days or dates

**RECOMMENDED:**

By:   
Engineer (Authorized Signature)

Date: 04/29/2009

**APPROVED:**

By: \_\_\_\_\_  
Owner (Authorized Signature)

Date: \_\_\_\_\_

**ACCEPTED:**

By:   
Contractor (Authorized Signature)

Date: 04/28/09

CHANGE ORDER NO. 1 TABULATION  
HIDALGO COUNTY PRECINCT NO. 1  
EL MONTE SUBDIVISION  
BID NUMBER: CAP-08-022-09-02

Item Number	Original Plan Quantity	Change Order #1 Quantities	Unit	Item Description	Unit Price	Revised Unit Price	Original Contract Cost	Change in Contract Cost of C.O.#1	Revised Contract Cost after C.O.#1
<b>(905) ROADWAY</b>									
100	17.21		STA	PREP R.O.W.	\$150.00	\$2,581.50	\$ 2,581.50	0.00	2,581.50
134	17.21		STA	Backfill (TY B)	\$100.00	\$1,721.00	\$ 1,721.00	0.00	1,721.00
247	892		CY	FL BS (Rdwy Del)(TY D, GR 6, CL 4)	\$43.25	\$38,579.00	\$ 38,579.00	0.00	38,579.00
310	956		GAL	ASPH MATRL (MC-30)	\$4.25	\$4,063.00	\$ 4,063.00	0.00	4,063.00
340	392		TON	ASPH Concrete (TY D)	\$69.00	\$27,048.00	\$ 27,048.00	0.00	27,048.00
500	1		LS	Mobilization	\$2,850.00	\$2,850.00	\$ 2,850.00	0.00	2,850.00
502	2		MO	Barricades, Signs and Traffic Handling	\$250.00	\$500.00	\$ 500.00	0.00	500.00
530	192		SY	Turnouts (ASPH-CONC-PAV)(PBS-2)	\$12.25	\$2,352.00	\$ 2,352.00	0.00	2,352.00
2500	5354		SY	EN-1 TREATED FLEX BASE	\$0.50	\$2,677.00	\$ 2,677.00	0.00	2,677.00
2500	30		GAL	EN-1 ROADBOND	\$88.20	\$2,646.00	\$ 2,646.00	0.00	2,646.00
5249	100		LF	Temporary Sediment Control Fence	\$1.85	\$185.00	\$ 185.00	0.00	185.00
5249	100		LF	Temporary Sediment Control Fence (Remove)	\$0.50	\$50.00	\$ 50.00	0.00	50.00
				<b>Total Roadway :</b>			<b>\$ 85,252.50</b>	<b>\$ -</b>	<b>\$ 85,252.50</b>
<b>(906) DRAINAGE</b>									
530	77		SY	Driveways (CONC.) (4")	\$37.50	\$2,887.50	\$ 2,887.50	0.00	2,887.50
530	586	110	SY	Driveways (ASPH-CONC-PAV)(PB-1)	\$11.00	\$6,446.00	\$ 6,446.00	1,210.00	7,656.00
556	580	80	LF	15" Corrugated ADS Pipe	\$14.00	\$8,120.00	\$ 8,120.00	1,120.00	9,240.00
				<b>Total Drainage :</b>			<b>\$ 17,453.50</b>	<b>\$ 2,330.00</b>	<b>\$ 19,783.50</b>
				<b>TOTAL BASE AMOUNTS:</b>			<b>\$ 102,706.00</b>	<b>\$ 2,330.00</b>	<b>\$ 105,036.00</b>

## CHANGE ORDER #1

**PROJECT:** "ROAD & DRAINAGE CONSTRUCTION FOR EL MONTE SUBDIVISION"

**DATE OF ISSUANCE:** \_\_\_\_\_ **EFFECTIVE DATE:** \_\_\_\_\_

**OWNER:** HIDALGO COUNTY PRECINCT No. 1

**OWNER's Contract No.:** CAP-08-032-03-31

**CONTRACTOR:** VALLEY PAVING, INC **ENGINEER:** TEDSI INFRASTRUCTURE GROUP

\_\_\_\_\_  
 \_\_\_\_\_

**You are directed to make the following changes in the Contract Documents.**

- Description:**
1. Modified quantities for Items 530 and 556
  - 2.
  - 3.
  - 4.
  - 5.
  - 6.

- Reason for Change Order:**
1. Residents installed additional driveways after survey-plans were completed
  - 2.
  - 3.
  - 4.
  - 5.
  - 6.

**Attachments:** Change Order No 1 Tabulation, El Monte Subdivision Schedule

Change in Contract Price:		CHANGE IN CONTRACT TIME:	
Original Contract Price		Original Contract Time for	
\$ 102,706.00		Substantial Completion: <u>120</u> calendar days or dates	
Net Changes from previous Change Order		Net change from previous Change Orders	
\$		0 calendar days	
Contract Price prior to this Change Order		Contract Time prior to this Change Order	
\$ 102,706.00		Substantial Completion: <u>120</u> calendar days or dates	
Net Increase (decrease) of this Change Order		Net Increase (decrease) of this Change Order	
\$ 2,330.00		calendar days	
Contract Price with all approved Change Orders	Net % Increase (decrease) from original contract price.	Contract Time with all approved Change Orders	
\$ 105,036.00	2.27 %	Substantial Completion: <u>120</u> calendar days or dates	

**RECOMMENDED:** \_\_\_\_\_ **APPROVED:** \_\_\_\_\_ **ACCEPTED:** \_\_\_\_\_

By: \_\_\_\_\_ By: \_\_\_\_\_ By: \_\_\_\_\_  
 Engineer (Authorized Signature) Owner (Authorized Signature) Contractor (Authorized Signature)

Date: \_\_\_\_\_ Date: \_\_\_\_\_ Date: \_\_\_\_\_

CHANGE ORDER NO. 1 TABULATION  
HIDALGO COUNTY PRECINCT NO. 1  
EL MONTE SUBDIVISION  
BID NUMBER: CAP-08-032-03-31

Item Number	Original Plan Quantity	Change Order #1 Quantities	Unit	Item Description	Unit Price	Revised Unit Price	Original Contract Cost	Change in Contract Cost of C.O.#1	Revised Contract Cost after C.O.#1
<b>(905) ROADWAY</b>									
100	17.21		STA	PREP R.O.W.	\$150.00	\$2,581.50	\$ 2,581.50	0.00	2,581.50
134	17.21		STA	Backfill (TY B)	\$100.00	\$1,721.00	\$ 1,721.00	0.00	1,721.00
247	892		CY	FL BS (Rdwy Del)(TY D, GR 6, CL 4)	\$43.25	\$38,579.00	\$ 38,579.00	0.00	38,579.00
310	956		GAL	ASPH MATRL (MC-30)	\$4.25	\$4,063.00	\$ 4,063.00	0.00	4,063.00
340	392		TON	ASPH Concrete (TY D)	\$69.00	\$27,048.00	\$ 27,048.00	0.00	27,048.00
500	1		LS	Mobilization	\$2,850.00	\$2,850.00	\$ 2,850.00	0.00	2,850.00
502	2		MO	Barricades, Signs and Traffic Handling	\$250.00	\$500.00	\$ 500.00	0.00	500.00
530	192		SY	Turnouts (ASPH-CONC-PAV)(PBS-2)	\$12.25	\$2,352.00	\$ 2,352.00	0.00	2,352.00
2500	5354		SY	EN-1 TREATED FLEX BASE	\$0.50	\$2,677.00	\$ 2,677.00	0.00	2,677.00
2500	30		GAL	EN-1 ROADBOND	\$88.20	\$2,646.00	\$ 2,646.00	0.00	2,646.00
5249	100		LF	Temporary Sediment Control Fence	\$1.85	\$185.00	\$ 185.00	0.00	185.00
5249	100		LF	Temporary Sediment Control Fence (Remove)	\$0.50	\$50.00	\$ 50.00	0.00	50.00
				<b>Total Roadway :</b>		\$ 85,252.50	\$ 85,252.50	-	\$ 85,252.50
<b>(906) DRAINAGE</b>									
530	77		SY	Driveways (CONC.)(4')	\$37.50	\$2,887.50	\$ 2,887.50	0.00	2,887.50
530	586	110	SY	Driveways (ASPH-CONC-PAV)(PB-1)	\$11.00	\$6,446.00	\$ 6,446.00	1,210.00	7,656.00
556	580	80	LF	15" Corrugated ADS Pipe	\$14.00	\$8,120.00	\$ 8,120.00	1,120.00	9,240.00
				<b>Total Drainage :</b>		\$ 17,453.50	\$ 17,453.50	2,330.00	\$ 19,783.50
<b>TOTAL BASE AMOUNTS:</b>							\$ 102,706.00	\$ 2,330.00	\$ 105,036.00

AI-15308

22.E.1.

**Morning Sun Subdivision - Authority to Advertise  
CC REGULAR**

**Date:** 05/12/2009

**Submitted By:** Yvette Islas, PURCHASING DEPT.

**Submitted For:** Agapio Vargas

**Department:** PURCHASING DEPT.

**Agenda Category:** Purchasing Department

**Purchasing only:** CAP Pct.2

**Information**

**CAPTION**

Requesting authority to advertise for Road & Drainage Construction of: Morning Sun Subdivision, a BCAP project with plans and specifications drafted by project engineer, R. Gutierrez Engineering Corp.

**BACKGROUND**

**Fiscal Impact**

**FISCAL YEAR:** 2009

**ACCT. #:** 9-1311-431-00-122-484-1-XXX

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

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

for funding availability please refer to attached expenditure report.

Authority to advertise only.

**Attachments**

Link: [Exp Summ 05-07-09 Morning Sun](#)

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	05/07/2009 01:39 PM	APRV
2	Budget & Management	Veronica Lopez	05/07/2009 01:40 PM	APRV
3	Roland Garcia	Rolando Garcia	05/07/2009 04:16 PM	APRV
4	Auditor's Office	Becky Morales	05/08/2009 04:29 PM	APRV

Form Started By: Yvette Islas

Started On: 05/04/2009 11:32 AM

Final Approval Date: 05/08/2009

Hidalgo County

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>
<b>1311 BORDER COLONIA ACCESS PROGRAM ROUND 2</b>						
9-1311-431-00-122-484-1-312 MORNING SUN-INDIRECT COST	1,000.42	.00	536.79	536.79	463.63	53.66
9-1311-431-00-122-484-1-334 MORNING SUN-ENG & ARCH SRV	2,110.80	2,110.80	.00	.00	.00	100.00
9-1311-431-00-122-484-1-339 MORNING SUN-OTHER PROF SRV	1,285.25	1,285.25	.00	.00	.00	100.00
9-1311-431-00-122-484-1-733 MORNING SUN-DRAINAGE DITCHES	29,255.69	.00	.00	.00	29,255.69	.00
9-1311-431-00-122-484-1-841 MORNING SUN-AID TO GOVT AGENCY	58,397.91	.00	.00	.00	58,397.91	.00
<b>1311 BORDER COLONIA ACCESS PROGRAM ROUND 2</b>	<b>92,050.07</b>	<b>3,396.05</b>	<b>536.79</b>	<b>536.79</b>	<b>88,117.23</b>	<b>4.27</b>
<b>9 YEAR</b>	<b>92,050.07</b>	<b>3,396.05</b>	<b>536.79</b>	<b>536.79</b>	<b>88,117.23</b>	<b>4.27</b>

**Award Quote and Approval to Engage Training Services Seminar  
CC REGULAR**

**Date:** 05/12/2009  
**Submitted By:** Moises Salazar, PURCHASING DEPT.  
**Submitted For:** Marty Salazar  
**Department:** PURCHASING DEPT.  
**Agenda Category:** Purchasing Department      **Purchasing only:** Sheriff's Office

**Information**

**CAPTION**

Requesting award of solicited quotes (by the Sheriff's Dept.) to sole bidder meeting specification/requirements, The Praetorian Group, dba, The Calibre Press, LLC in the amount of \$16,900.00 to provide a two (2) day survival training seminar (to be conducted at the Hidalgo County Sheriff's Office-Auditorium) and approval of Agency Sponsored Training Agreement (forwarded to legal for review as to form) with authority for County Judge or Court Member to execute document.

**BACKGROUND**

**Fiscal Impact**

**FISCAL YEAR:** 2009      **ACCT. #:** 9-1284-421-00-280-037-9-320  
**FUNDS AVAILABLE Y/N?:** y      **MATCHING FUNDS Y/N?:** n  
**BUDGETARY IMPACT:**  
Funding available as of 5-8-09.

**Attachments**

Link: [Agency Sponsored Training Agreement](#)  
Link: [affidavit](#)

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	05/07/2009 04:39 PM	APRV
2	Budget & Management	Veronica Lopez	05/08/2009 07:48 AM	APRV
3	Manuel Chapa	Manuel Chapa	05/08/2009 03:49 PM	APRV
4	Auditor's Office		05/08/2009 05:25 PM	NEW

Form Started By: Moises Salazar      Started On: 05/06/2009 05:03 PM  
Final Approval Date: 05/08/2009



## Agency Sponsored Training Agreement

This agreement is made between Hidalgo County Sheriffs Office (HCSO), 711 El Cibolo Road, Edinburg, TX 78540 and The Praetorian Group, dba Calibre Press, LLC, located at 200 Green Street, Suite 200, San Francisco, CA 94111 on this 15<sup>th</sup> day of January 2009.

WHEREAS, HCSO has the need to train a group of up to, but not limited to, 100 law enforcement officers in Calibre Press's Street Survival® Seminar during a period as described under Scope of Services.

WHEREAS, HCSO desires to hire Calibre Press for training services hereinafter set forth;

NOW, THEREFORE, the parties mutually agree to the following:

### I. SCOPE OF THE SERVICES

Calibre Press will provide training by qualified instructor between the hours of 8AM and 5PM, excluding a one-hour lunch break and up to 4 additional breaks of approximately 10 minutes each, each day of training.

### DATES AND LOCATION

It is understood that the aforementioned seminar will take place on May 20-21, 2009. This seminar will take place in Hidalgo County, TX; at a location to be determined. Payment for this location is the sole responsibility of the HCSO.

### II. OBLIGATIONS OF CALIBRE PRESS

- A. Provide two instructors, under contract to Calibre Press and who regularly provides instruction at other Street Survival Seminars.
- B. Provide seminar content.
- C. Provide an evaluation sheet for each attendee to fill out prior to receiving a certificate of completion. Certificates will be exchanged for completed evaluations at the end of day 2.
- D. Provide Training and Resource Guide Workbook and related collateral material for each attendee.
- E. Assure arrival of instructor on the afternoon of the day prior to the seminar, for the purpose of pre-conference set-up.
- F. Contact designated parties at selected seminar facility to provide seating schematic, secure auxiliary facility services to be provided and run system checks with lighting and audio-visual equipment.
- G. It is the sole responsibility of Calibre Press to pay its instructors' transportation expenses, including but not limited to hotel expenses and meal expenses.

### III. OBLIGATIONS OF HCSO

- A. The HCSO shall provide a facility, at their expense, to comfortably seat all attendees in a classroom or theatre style setting. Said facility must provide, but is not limited to: an internal sound system, including, wireless lapel microphones, as well as a variable lighting system.
- B. Provide a person to give a brief welcome and introduction on day one.
- C. Provide a minimum of a: 24-36 ft. long, 12ft.wide, and 2 ft. high staging area.
- D. Provide a 14ft. or 12ft. size projection screen in seminar meeting room, to stand on erected stage, or large theatre style projection screen
- E. Provide an LCD Projector on a 36-inch high metal audio-visual projector cart or overhead projection system that will integrate with Calibre's laptop and software.
- F. Agreement to a no smoking policy inside the seminar room.

### IV. COSTS:

The fixed fee for conducting the 2-Day Seminar, for up to 100 of attendees, is \$16,900. Attendees in excess of 100 will be prorated at a cost of \$169 per attendee, payable to Calibre Press, LL9. This is inclusive of all instructor expenses and shipments of collateral material.

Full payment is due at the completion of the seminar. If the final payment is not paid within 30 days upon completion of the seminar, a monthly interest rate of 1.5% of the total balance due, including the past interest charges, will be reflected in subsequent invoices.

Calibre Press agrees to cooperate fully in processing all forms and/or vouchers necessary for payment under the disbursement procedures of the HCSO provided they do not conflict with the above terms and conditions.

Upon application of signature (s) it is to be considered understood by HCSO that Calibre Press, LLC. will honor request for cancellation of services up to 90 days prior to the seminar in writing only. There will be no cancellations honored 90 or less days before the seminar; however; Calibre Press will honor a request to reschedule the set seminar to later date if required.

### V. WARRANTIES:

HCSO warrants that they have sole power and authority to execute, deliver, and perform the agreement without any restrictions, judgments, or decree that would prohibit or violate this Agreement. Calibre Press warrants that they have sole trademark rights to the name Street Survival Seminar, its content and methods presented. HCSO agrees that any information regarding this seminar that is promulgated by HCSO, including brochures or press releases, must be approved in advance by Calibre Press. The seminar will be made available to law enforcement related personnel from HCSO and to other law enforcement agencies invited at the discretion of HCSO.

### VI. GENERAL

The HCSO agrees to close this seminar to the news media (including, but not limited to electronic, print, or broadcast) and civilians not cleared by the agency and/or Calibre Press and to take all appropriate steps to prevent the news media and civilians from attending the actual seminar sessions by checking identification at the door. The news media may cover the event as a news story, at the discretion of HCSO provided no seminar content is made available to them. There will be no waiver for the media to enter the physical site where the seminar is administered.

Calibre Press reserves the right to promote, and make available to attendees, products and services during the course of the seminar, including, but not limited to, video products, books, and other training aids.

This Agreement constitutes the entire agreement between Calibre Press and the HCSO. Any modification or amendment to this Agreement shall be effective only if in writing and signed by both parties.

Signatures below will serve as full agreement to all the terms and conditions as set out and specified above.

For: The Praetorian Group/Calibre Press, LLC

For: Hidalgo County Sheriffs Office

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: Slavka Younger

Name: \_\_\_\_\_

Title: Director of Sales

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Addendum to Custom Seminar Agreement**

*Must be initialed and dated by a representative of the HCSO*

1. With a purchase of a Street Survival Custom Seminar you have purchased a certain number of seats as specified in the agreement between your agency and Calibre Press®. Calibre Press allows your agency to sell those seats to a third party (individual officers, other agencies, etc.) if you so choose at a price not to exceed \$215 per person for a 2-day program. However, Calibre Press does not make any guarantees and/or promises on the number of seats your agency will be able to sell and this contract will remain binding regardless of attendance.

\_\_\_\_\_  
(Initials of purchasing agent & date)

2. Per your request Calibre Press will provide you with one-page Adobe Acrobat seminar flyer to be used by your agency as a marketing/communication tool. Calibre Press does not offer any marketing and/or selling support with any Custom Seminar beyond the mentioned flyer. It is understood that all marketing of the Custom seminar you have purchased is your responsibility and regardless of attendance, the Custom contract you have signed will be binding.

\_\_\_\_\_  
(Initials of purchasing agent & date)



# HIDALGO COUNTY SHERIFF'S OFFICE

## SHERIFF GUADALUPE "LUPE" TREVIÑO

FAX COVER SHEET  
FROM FAX (956) 393-6107  
OFFICE (956) 393-6025

MAY 06 2009  
P. J. SERRA

INFORMATION TRANSMITTED  
IS FROM THE  
NARCOTICS & SPECIAL CRIMES UNIT

TO FAX #: 956-292-7612

SENT TO: MATI

FROM: CAPT R. ESPINOZA

DATE: 5/6/09

NUMBER OF PAGES INCLUDING COVER SHEET: 12

MESSAGE: THIS WE DISCUSS IF YOU  
HAVE FURTHER QUESTIONS CALL ME @  
OFFICE 393-6036 OR CELL # 457-4770

*[Handwritten signature]*

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 MESSAGE IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS FACSIMILE IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE AND RETURN THE ORIGINAL MESSAGE TO US AT THE ADDRESS REFERENCED BELOW VIA THE UNITED STATES POSTAL SERVICE. THANK YOU.

**Alvarez, Jorge E.**

---

**From:** Maldonado, Rudy  
**Sent:** Wednesday, May 06, 2009 11:39 AM  
**To:** Alvarez, Jorge E.  
**Subject:** Calibre Press



Calibre Press Sole  
Source.doc ...



2008 Street Survival  
Seminar -...

---

**Subject:** Calibre Press - Street Survival Seminar

**Date:** Mon, 22 Sep 2008 15:14:26 -0700

**From:** slavka.younger@praetoriangroup.com

**To:** maldorudy@hotmail.com

.ExternalClass p.EC\_MsoNormal, .ExternalClass li.EC\_MsoNormal, .ExternalClass div.EC\_MsoNormal {margin-bottom:.0001pt;font-size:12.0pt;font-family:'Times New Roman;'} .ExternalClass a:link, .ExternalClass span.EC\_MsoHyperlink {color:blue;text-decoration:underline;} .ExternalClass a:visited, .ExternalClass span.EC\_MsoHyperlinkFollowed {color:purple;text-decoration:underline;} .ExternalClass span.EC\_EmailStyle17 {font-family:Georgia;color:windowtext;font-weight:normal;font-style:normal;text-decoration:none none;} @page Section1 {size:8.5in 11.0in;} .ExternalClass div.EC\_Section1 {page:Section1;}

Supervisor Maldonado,

My name is Slavka Younger. I am a Sales Director with Calibre Press. Your name and contact information was passed on to me by Mandy Houston, our customer care manager. I understand you are interested in Calibre Press Street Survival Seminar.

Here is the basic breakdown:

One way your department could participate with Calibre's Street Survival Seminar is to purchase what we call Custom Seminar. They are very flexible. You get to choose the date, the location, the number of training days and the topics you would like us to emphasize. This way you can avoid per diem and the additional overtime needing to travel to a further located seminar.

The seminar can be adjusted to train anywhere between 100 to 250+ officers. The price of the seminar is based on how many days and number of attendees you have.

Here is the breakdown:

1-day training for up to 100 people = \$8,900 (89/person/day)

2-day training for up to 100 people = \$16,900 (84.50/person/day)

2-day training for up to 250 people = \$21,000 (42/person/day)

\*as you can see the per person rate is a great deal in comparison to our public seminars, which are \$199/person

We also allow departments to sell seats that they didn't need to other agencies and recoup some of the cost. In the past, we also had several smaller agencies get together and purchase a seminar together.

I attached our seminar outline and little bit about Calibre to better show what our training is about.

If I can provide you with any more information please let me know and I will be happy to help. Also, feel free to call me anytime to discuss this further.

Slavka

PS: Also, one thing that I get asked a lot is about when we bill the department. We don't send you an invoice until the day of the seminar and you have 30 days to pay it. So, if you choose to re-sell the seat that you don't need to other departments in the area you get to do that prior to the seminar as well as prior to the invoice becoming due.

**Calibre Press**  
**Slavka Younger**  
*Director of Sales*

[Slavka.Younger@PraetorianGroup.co](mailto:Slavka.Younger@PraetorianGroup.com)

[m](#)

[200 Green St, Suite 200](#)

[San Francisco, CA 94111](#)

[tel: \(800\) 323-0037 x5314](#)

[fax: \(866\) 860-2120](#)

**Always have my latest info.**

**Want a signature like this?**

**Calibre Press®, Inc.**  
4101 International Parkway  
Carrollton, TX 75001  
800.323.0037  
[www.calibrepress.com](http://www.calibrepress.com)

Calibre Press Inc. trains over 200,000 law enforcement officials annually. Celebrating our 26<sup>th</sup> anniversary in 2006, our tradition continues as the leader in law enforcement education and training. Through our widely recognized Street Survival® Seminars our objective is to provide the most dynamic, intense, informative and motivational training experience available to the law enforcement community. On an annual basis, we conduct over forty, two (2) day seminars in different cities across the U.S. This unique needs-based training is presented by internationally recognized expert trainers and veteran police officers. The seminars are fast-paced, visually stimulating and provide up-to-the-minute training through real-life video footage and survivor stories. Calibre is dedicated to helping police personnel STAY SAFE and healthy throughout their careers.

### **History:**

#### **1970s – The Birth of Calibre Press**

Calibre Press started as a small, private company based in Northbrook, Ill. The company got its start when Chuck Remsberg, a free-lance writer with a master's in journalism crossed paths with Denny Anderson, a Minnesota native with a psychology degree and a knack for acting and producing films. Denny had recently given up acting to work as a producer for Motorola Teleprograms, Inc., which produced law enforcement training films.

Chuck originally started working with Denny on writing scripts for the police films he was producing, but the project snowballed into so much material that they could not fit it all into 30-minute videos.

Neither Chuck nor Denny had any background in book publishing, but they took a leap of faith and published "Street Survival" out of Chuck's basement under the publishing name Calibre Press.

This book opened up an opportunity for cops to start thinking tactically and not just rely on chance to keep them safe on the job.

#### **1980 – The first Street Survival Seminar**

Even though Chuck and Denny believed they had completed their chapter in the world of law enforcement, the word about their survival crusade spread to one department that ultimately launched the first Street Survival Seminar.

A training officer from the Richton Park Police Department in Illinois called requesting that Chuck and Denny present a one-day training program using information from their book. Once again, Chuck and Denny composed a visual presentation that opened the eyes and the minds of over 100 officers.

They pulled together films and clips from their book and presented the seminar from the book, building a foundation for training that would carry on through two more training texts, "The Tactical Edge" and "Tactics for Criminal Patrol."

### Street Survival®:

The Street Survival Seminar continues to be the only law enforcement training seminar of it's kind. Updated for 2005, the seminar teaches not only the tactical issues but the *mindset* necessary for an officer's ultimate survival. Much of the video and other material in the Street Survival seminar is available *no where else*. Calibre's lead instructor, Dave Smith, has worked exclusively with Calibre Press to provide over 30 years of research and experience to the seminar. No other police training company or individual offers this unique combination of law enforcement training, information, and inspiration. Some of the many topics discussed include:

- When/Then Thinking
- Recognizing & reacting to threat cues
- The history behind the principles of contact/cover
- Tactics for the single office squad with no back up available
- Off duty survival for officers and their families
- The physiology of lethal confrontations
- Why "emotional survival" is as critical as tactics & equipment
- Dave Smith's "The Winning Mind"
- Communication skills for every situation
- Why "where you shoot" is more important than "what you shoot"
- An in depth study and comparison of current less than lethal options
- How to stay happy, healthy and motivated throughout your career
- Videos, photographs and survivor stories provided *only* to Calibre Press

### Internationally Recognized Instructors:

**Dave Smith**

**"Street Survival" Seminar Manager**

**Lead Instructor**

Dave Smith is an internationally known motivational speaker, writer and law enforcement trainer who has been an integral part of the Calibre Press family for over 20 years. As a career police officer, Dave held positions in patrol, training, narcotics, SWAT, and management. In 1980 he developed the popular "Buck Savage" survival series videos and was the lead instructor for the Calibre Press "Street Survival" seminar from 1983 to 1985. He was a contributor to Calibre's popular "Tactical Edge" handbook and helped pave the way for what "Street Survival" is today. Dave joined the Law Enforcement Training Network in 1989 and was the general manager of Calibre Press until January of 2002. Now president of Dave Smith & Associates, a law enforcement & management consulting company based in Illinois, Dave has developed hundreds of programs across the spectrum of police & security training needs. Dave is now the "Street Survival" Seminar manager and lead instructor and his experiences as officer, trainer, manager, and police spouse lend a unique perspective to the "Street Survival" experience.

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Dave Smith can be reached by e-mail at [davesmit@pwpl.com](mailto:davesmit@pwpl.com) or visit his website at [jdbucksavage.com](http://jdbucksavage.com)

**Jay Quinlan**

Jay Quinlan is the President of Global Learning Solutions Incorporated and is in business as a full time police consultant in Canada responsible for researching and developing Confrontation Management and Use of Force training programmes as well as expert witness. In addition, Jay is a Clinical Hypnotherapist, Fitness Consultant, Adult Education and Communications educator. As a twenty year police veteran, Jay Quinlan retired from policing finishing his career as a Sergeant teaching at the Ontario Police College. Jay has been in the educational field for over ten years and is a regular presenter at international conferences across North America. Jay holds Instructor/Trainer certifications with leading edge organizations. As a consultant his clients include private sector corporations, municipal, provincial and Federal Government agencies.

**Lt. Jim Glennon**

Lt. Jim Glennon, the third generation in a family of law enforcement officers, is a 24-year veteran of the Lombard, Ill. Police Department. Currently a Commander in the Patrol Division, Jim has held positions as a patrol officer, detective, arson investigator, shift sergeant, and Commander of the Investigations Unit. In 1998 he was selected as the first Commander of Investigations for the newly formed DuPage County Major Crimes

(Homicide) Task Force. In that capacity Jim supervised over 40 detectives and was responsible for the investigations of dozens of homicide cases.

Jim is a graduate of the School of Police Staff and Command, at the Northwestern University Traffic Institute. Elected class president and recipient of the prestigious Kreml Leadership Award, Jim began teaching for Northwestern within months of completing the ten-week course.

Lt. Glennon has been an instructor in both the law enforcement field and private industry for over ten years. He teaches courses for the Illinois Training Board in the fields of interview and interrogations, communication skills, and leadership methods for police supervisors. As the original Defensive Tactics Coordinator for the Suburban Law Enforcement Academy in DuPage County, Ill., Jim specializes in officer safety issues and conducts scenario training for police recruits. His private sector clients include dozens of prominent businesses including casinos, hospitals and restaurants.

#### **Raimondo "Ray" DeCunto**

Raimondo "Ray" DeCunto has been a law enforcement officer since 1981. Ray began his career with the Madeira Beach, FL Police Department, and in 1985 he was hired by the Pinellas County Sheriff's Office. As a police officer, Ray has served in such assignments as patrol, field training, traffic, investigations, and narcotics. He was assigned to the PCSO S.W.A.T. team for 13 years, nine of those as Team Leader. Currently, Ray is assigned as a sergeant to the Narcotics Division and his responsibilities include supervising and directing covert & overt drug operations. Additionally, he coordinates tactical training for the Narcotics division as it relates to the execution of search warrants, agent rescues and buy-bust operations.

Ray has been a police trainer since 1990. He is a certified instructor in firearms, defensive tactics, defensive driving, expandable baton, chemical agents, and FATS. Currently he is involved in the development and instruction of courses involving basic and advanced tactical drug operations, tactical maritime activities, and SWAT operations. He is also an instructor with the Multi-jurisdictional Counter Drug Task Force Training Program, focusing on officer survival during narcotics investigations, raids, and arrests. Ray has taught numerous tactical survival courses to law enforcement and military personnel in the United States as well as the Mariana Islands, specifically Saipan and holds a narcotics training certificate through the Federal Law Enforcement Training Center.

#### **Elizabeth "Betsy" Brantner Smith**

A graduate of Western Illinois University, Sergeant Betsy Smith is a 24-year veteran of the Naperville (IL) Police Department. Betsy has held positions in patrol, investigations, narcotics, juvenile, crime prevention and field training. As a sergeant, she supervised

her department's K-9 Unit, served as a field training sergeant and the bike patrol coordinator, and supervised the 11-member Community Education/Crime Prevention Unit, developing, coordinating and managing prevention programming for a community of 140,000 people. She served as co-coordinator for NPD's Citizen Police Academy for 7 years, serves on the Elderly Services Team and is supervisory member of the Honor Guard Unit. A graduate of the Northwestern University Center for Public Safety's School of Staff and Command, Betsy trains both civilians and police officers on topics such as career survival, utilizing volunteers, officer survival, community relations, citizen police academies, team building, and crime prevention. She also manages Dave Smith and Associates, a police training and consulting company, and is recognized by the Center for Interviewer Standards and Assessment as a Certified Forensic Interviewer. Currently a patrol sergeant, Betsy has been published in many law enforcement and government publications and is a content expert for the Law Enforcement Training Network as well as a consultant for Calibre Press and the "Street Survival" seminar.

#### **Real Life Video Presentation:**

Calibre Press is notorious for using real-life video footage to demonstrate tactical lessons. Law enforcement from all over the country send in video footage and images of incidents they were involved in and the instructors continuously incorporate those into the curriculum as well as interviews with officers sharing their firsthand accounts of survival.

#### **Expert Witness Program:**

Litigation Service:

Properly prepared experts can make important contributions at any stage of the litigation process. Typically, they are hired to explain technical issues, suggest strategies, investigate and uncover facts, perform research, prepare reports and occasionally testify in depositions and in court. Sometimes they are retained as staff experts on a case-by-case-basis. For example, an attorney who specializes in Police Use of Force might retain a use of force consultant to perform case assessments as the need arises.

Preliminary case evaluation/screening:

Experts are frequently consulted before complaints are filed. At this initial stage, input from experts can make the crucial difference between success and failure. Our experts can assess the technical merits of a case and advise how best it might be pursued. They can bolster a position or advise against risking time and money. While the findings of our experts may not always be favorable, they are nonetheless highly regarded in their objectivity and candor.

Contrary to popular opinion, most civil and criminal disputes do not end in a courtroom trial. They settle - often thanks to the work done by experts. Most experts' time and

effort is spent on pre-trial work and not on courtroom testimony.

Our developed stable of experts specializes in the defense of police officers and their agencies in use of force claims, policy and procedure, tactics and operations, forensics and constitutional law. Experts are available in all areas of high liability.

Calibre Press Cadre of Experts:

**Darrell Ross, PhD**

Darrell was a 13-year veteran of the MI DOC and now teaches criminal justice courses at East Carolina University, Greenville, NC and is currently the Chair of the Dept. He has been retained in 115 cases in 14 states as an expert witness for police, correctional, and private security agencies. His areas of expertise include use of force, sudden custody deaths, jail issues, and other cases. Darrell is Director of Research for PPCT and certifies police, corrections, military, and private security as instructors.

**Michael Brave, M.S., C.P.S., C.S.T.**

Mike is President of LAAW International, Inc. and has 17 years experience as a law enforcement officer and trainer. Mike has been a litigation consultant and expert witness in federal civil rights issues, sudden custody deaths, positional asphyxia, restraint, handcuffing, use of force, pursuits, jail issues and other complex cases.

**Bob Willis**

Bob's over 20-year training career includes experience in a Midwest metro area as a patrol officer, SWAT member, FTO, and DT coordinator. Bob is responsible for training/certifying DT instructors in his state and also develops training curricula for DOC, probation, and parole officers. Bob is instructor-certified in nearly 30 subjects, reflecting all levels of force...fed/state court-recognized.

**Bill Lewinski**

Bill Lewinski is a leading authority on police psychology, crisis decisions, post-trauma stress, psychological aspects of deadly force...hands-on hostage negotiator...5-year director, outstanding Midwestern university CJ program...state court experience.

**J.E. Smith Jr., M.S., C.S.C.S.**

Jay is the founder and president of Integrated Fitness Systems. Jay provides physical fitness training and policy consulting as well as defense of physical fitness litigation issues. Previously Jay served as Massachusetts POST Director of Physical Fitness. Jay is a nationally recognized use of force trainer, published author, and lecturer

### Past Clients and Sole Source Granters:

Here is a selection out of long list of clients that Calibre Press has served in the past. We provided customized training programs for these and many other organizations:

Sioux City – 2 seminars a year every year since 1997??

US Marshals Service

US Army

US Customs

US Border Patrol

US INS

US Probation

US Forest Service

Utah Department of Corrections

Orange County (FL) Sheriffs Office

Monroe (LA) Police Department

Oklahoma Highway Patrol

Fairfax County (VA) Academy

Detroit (MI) Police Department

Raleigh (NC) Police Department

South Dakota Highway Patrol

Central (IL) Police Training Center

Arlington (TX) Police Department

Vancouver Police Service

South Bend (IN) Police Department

Lakewood (CO) Police Department

Wayne Community College (NC)

### Customization:

Calibre Press offers individual agencies the opportunity to sponsor their own Street Survival ® Seminar tailored to their specific training needs. These agency-sponsored seminars focus on the individual needs of the agency based upon demographics, training requirements and the most pressing issues facing the particular agency.

Calibre Press will design the curricula specific to the agency and will consult with agency officials to make service decisions. Although each program offers a unique and individualized format, all programs share:

1. Flexibility - the key to developing a personalized education experience

2. Focus - On interdisciplinary study where different disciplines meet to form new levels of understanding and awareness for the needs of adult learners and criminal justice professionals.

**Newsline:**

The Calibre Press Street Survival Newsline is an on-line training publication distributed to over 100,000 Law Enforcement officers nationwide. The Newsline takes real life stories from officers on the job and attaches training value and lessons learned for the readers. The Newsline Editor often posts "Weapons Warnings" alerts that inform readers of the latest innovative weapons on the streets, as well as new methods of concealment to watch out for.

## Street Survival Seminar

When Street Survival Training is entered into the internet, the only agency that is indicated as providing this type of training is Caliber Press.

Contacted the Public Agency Training Council (PATC) located at 5101 Decatur Blvd. Suite L, Indianapolis, Indiana 46241 on 05-04-2009. PATC contact telephone number is 800-365-0019 toll free and 317-821-5085. Spoke with receptionist Deann Dodd who said that she was not aware of their agency offering a street survival training. Left a message for Kelly who is in charge of scheduling but have not been called back.

Contacted the Texas Engineering Extension (TEEX) located at Texas A&M University System 301 Tarrow, College Station, Texas 77840-7896. TEEX contact telephone number is 877-833-9638 toll free and 979-458-6800. Spoke with customer service associate Jan Brickley who said that their agency does not offer a street survival training.

Contacted the National Seminar Training Rockhurst University Continuing Education Center, Inc. located at P.O. Box 419107, Kansas City, Mo 64141-6107. National Seminar Training contact telephone number is 800-258-7246 toll free. Spoke with customer service representative Greta Derichs who said their agency does not offer a street survival training.

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#  
15368

### Street Survival Seminar

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*The service  
your requesters  
is unavailable!  
from your area*

*schedule@patc.com*

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*7/15/09  
Public Safety  
Division  
Gen  
(George)  
abuse*

*Captain Espinoza 457-4770  
393-6030*

*Ref #  
9-1224-421-00-280-037-9-320  
buff services  
18,000.00  
-16,900.00*

## Matilde Faz

---

**From:** Rodolfo Espinoza [rodolfo.espinoza@hidalgoso.org]  
**Sent:** Thursday, May 07, 2009 4:05 PM  
**To:** matilde.faz@co.hidalgo.tx.us  
**Subject:** FW: Course Inquiry

First response.

---

**From:** Alvarez, Jorge E. [mailto:Jorge.E.Alvarez@usdoj.gov]  
**Sent:** Thursday, May 07, 2009 11:41 AM  
**To:** rodolfo.espinoza@hidalgoso.org  
**Subject:** FW: Course Inquiry

Captain,

This is the other email you requested.

Thanks!!!

Jorge E. Alvarez

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

**From:** schedule [mailto:schedule@patc.com]  
**Sent:** Wednesday, May 06, 2009 10:59 AM  
**To:** Alvarez, Jorge E.  
**Subject:** Course Inquiry

Good Morning,

As we discussed on the phone, we do not offer a Street Survival course. It sounds like Calibre Press has a pretty good handle on that type of training.

Don't hesitate to call or email if you need anything else. Thanks so much and have a good day!!

**Kelly Bailey**  
**Public Agency Training Council**  
**www.patc.com**  
Phone: 317-821-5085  
800-365-0119  
Fax: 317-821-5096

**"Nation's Leading Grant Writing Class for Public Safety"** - Read More:  
<http://www.patc.com/training/detail.php?ID=8139>

## Matilde Faz

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**From:** Rodolfo Espinoza [rodolfo.espinoza@hidalgoso.org]  
**Sent:** Thursday, May 07, 2009 4:05 PM  
**To:** matilde.faz@co.hidalgo.tx.us  
**Subject:** FW: Seminars

Second response

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**From:** Alvarez, Jorge E. [mailto:Jorge.E.Alvarez@usdoj.gov]  
**Sent:** Thursday, May 07, 2009 11:40 AM  
**To:** rodolfo.espinoza@hidalgoso.org  
**Subject:** FW: Seminars

Captain,

I spoke with Monica, and she advised me that I only needed 3 responses or quotes including the one from Caliber Press.

I will hand deliver these email to her as well.

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Thanks!!!

Jorge E. Alvarez  
-----Original Message-----  
**From:** Greta L. Derichs [mailto:glderichs@natsem.com]  
**Sent:** Thursday, May 07, 2009 11:36 AM  
**To:** Alvarez, Jorge E.  
**Subject:** RE: Seminars

This is to notify that we do not offer the seminar untitled Street Survival at this point in time.

Greta Derichs, CSC  
Customer Service Sales Specialist  
Rockhurst University Continuing Education Center, Inc.  
(800) 258-7246 ext 3240  
Direct Line: 913-236-0737  
[glderichs@natsem.com](mailto:glderichs@natsem.com)

**HIDALGO COUNTY PURCHASING DEPARTMENT**  
**SOLE SOURCE AFFIDAVIT**

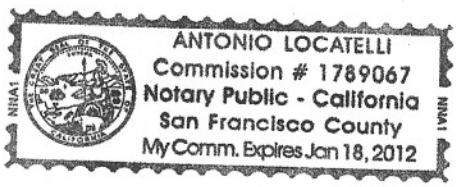
**THIS IS AN OFFICIAL PURCHASING DOCUMENT-RETAIN WITH PURCHASE ORDER**

Before me, the undersigned official, on this day, personally appeared May 7, 2009  
a person known to me to be the person whose signature appears below, whom after being duly sworn  
upon his/her oath deposed and said:

1. My name is Ker Thao. I am over the age of 18, have never been convicted of crime and am competent to make this affidavit.
2. I am an authorized representative of the following company or firm: Calibre Press.
3. The above named company or firm is the sole source for the following item(s), product(s) or service(s):  
Street Survival Seminar - 2 day training May 20-21, 2009
4. Competition in providing the above named item(s), product(s), service(s) is precluded by the existence of a patent, copyright, secret process or monopoly as stated under Section 262.024(a)(7)(A), of the Local Government Code. Also, attached hereto is a sole source letter, which sets forth the reasons why this Vendor is a sole source provider (dated and signed).
5. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function.
6. Note: This Vendor understands that by providing false information on this Sole Source Affidavit, it may be considered a non-responsible Vendor on this and future purchases and may result in discontinuations of any/all business with Hidalgo County.

Signature *Ker Thao*

SWORN AND SUBSCRIBED TO under oath before me on 7<sup>th</sup> day of MAY, 2009 At Al



*Antonio Locatelli*  
NOTARY PUBLIC  
ANTONIO LOCATELLI  
PRINTED NAME  
JAN. 18, 2012  
MY COMMISSION EXPIRES

COMPANY NAME: Calibre Press  
ADDRESS, CITY, STATE & ZIP CODE: 200 Green St. Suite 200 San Francisco, CA 94111  
PHONE: 415-962-8327 NUMBER: Fax 415-962-8340  
CONTACT NAME AND TITLE: Ker Thao Senior Accountant  
WEB ADDRESS: CalibrePress.com EMAIL: Ker.Thao@PraetorianGroup.com  
FEDERAL TAX ID NUMBER: 94-3349604 TEXAS SALES TAX NUMBER: —