

AI-15542

2.A.

Line Item Transfer

CC CONSENT

Date: 05/19/2009
 Submitted By: Sylvia Solis, BUDGET & MANAGEMENT
 Submitted For: Dina Trevino
 Department: BUDGET & MANAGEMENT
 Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Public Defender (1282)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1282-412-30-085-001-9-XXX
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
 BUDGETARY IMPACT:
 Funds available as of 05/15/09.

Attachments

Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sylvia Solis	Sylvia Solis	05/15/2009 04:58 PM	APRV
2	Budget & Management	Veronica Lopez	05/15/2009 05:04 PM	APRV
3	JC Carreon	JC Carreon	05/15/2009 05:08 PM	APRV
4	Auditor's Office		05/15/2009 05:53 PM	NEW

Form Started By: Sylvia Solis Started On: 05/15/2009 04:48 PM
 Final Approval Date: 05/15/2009

DATE: May 15, 2009

2009
Transfer



DEPARTMENT HEAD: Raul Silguero, Jr., Budget Officer

DEPARTMENT NAME: Department of Budget & Management for Public Defender

ACCOUNT NUMBER: 9-1282-412-30-085-001-9-XXX

Contact Person: Sylvia V. Solis **Ph#:** (956) 292-7025 Ext. 5423

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
601	OFFICE & COMPUTER SUPPLIES	531	TELEPHONE	544.98
601	OFFICE & COMPUTER SUPPLIES	532	WIRELESS DEVICES	100.00
TOTAL				644.98

REASON:
Intradepartmental Transfer to fund 2009 telephone and wireless devices expenditures.

DEPARTMENT HEAD SIGNATURE

_____/_____/_____
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-15520

2.B.

CCL #1 - Line Item Transfer

CC CONSENT

Date: 05/19/2009
 Submitted By: Sylvia Solis, BUDGET & MANAGEMENT
 Submitted For: CCL #1
 Department: BUDGET & MANAGEMENT
 Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - County Court At Law #1 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-412-00-021-001-0-XXX
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
 BUDGETARY IMPACT:
 Funds available as of 05/15/09.

Attachments

Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sylvia Solis	Sylvia Solis	05/15/2009 10:36 AM	APRV
2	Budget & Management	Veronica Lopez	05/15/2009 11:23 AM	APRV
3	Norma Silva	Norma Silva	05/15/2009 02:18 PM	APRV
4	Auditor's Office		05/15/2009 05:53 PM	NEW
Form Started By: Sylvia Solis			Started On: 05/15/2009 09:39 AM	
Final Approval Date: 05/15/2009				

AI-15512

2.C.

CCL #2 - Line Item Transfer

CC CONSENT

Date: 05/19/2009
 Submitted By: Sylvia Solis, BUDGET & MANAGEMENT
 Submitted For: CCL #2
 Department: BUDGET & MANAGEMENT
 Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - County Court At Law #2 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-412-00-022-001-0-XXX
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
 BUDGETARY IMPACT:
 890 --> 531, Funds available as of 05/15/09.

Attachments

Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sylvia Solis	Sylvia Solis	05/15/2009 10:36 AM	APRV
2	Budget & Management	Veronica Lopez	05/15/2009 10:37 AM	APRV
3	Veronica Ortiz	Veronica Ortiz	05/15/2009 12:10 PM	APRV
4	Auditor's Office		05/15/2009 05:53 PM	NEW

Form Started By: Sylvia Solis Started On: 05/15/2009 08:12 AM
 Final Approval Date: 05/15/2009

DATE: May 15, 2009

2009
Transfer



DEPARTMENT HEAD: Raul Silguero, Jr., Budget Officer

DEPARTMENT NAME: Department of Budget & Management for County Court-At-Law #2

ACCOUNT NUMBER: 9-1100-412-00-022-001-0-XXX

Contact Person: Sylvia V. Solis Ph#: (956) 292-7025 Ext. 5423

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

Table with 5 columns: FROM OBJECT CODE, OBJECT DESCRIPTION, TO OBJECT CODE, OBJECT DESCRIPTION, AMOUNT. Row 1: 890, OTHER, 531, TELEPHONE, 540.90. Bottom right cell: TOTAL 540.90

REASON: Intradepartmental Transfer to fund 2009 telephone expenditures.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-15513

2.D.

CCL #3 - Line Item Transfer

CC CONSENT

Date: 05/19/2009
Submitted By: Sylvia Solis, BUDGET & MANAGEMENT
Submitted For: CCL #3
Department: BUDGET & MANAGEMENT
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - County Court At Law #3 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-412-00-023-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
601 --> 531, funds available as of 05/15/09.

Attachments

Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sylvia Solis	Sylvia Solis	05/15/2009 10:36 AM	APRV
2	Budget & Management	Veronica Lopez	05/15/2009 10:38 AM	APRV
3	JC Carreon	JC Carreon	05/15/2009 11:34 AM	APRV
4	Auditor's Office		05/15/2009 05:53 PM	NEW

Form Started By: Sylvia Solis Started On: 05/15/2009 08:17 AM
Final Approval Date: 05/15/2009

DATE: May 15, 2009

2009
Transfer



DEPARTMENT HEAD: Raul Silguero, Jr., Budget Officer

DEPARTMENT NAME: Department of Budget & Management for County Court-At-Law #3

ACCOUNT NUMBER: 9-1100-412-00-023-001-0-XXX

Contact Person: Sylvia V. Solis Ph#: (956) 292-7025 Ext. 5423

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
601	OFFICE & COMPUTER SUPPLIES	531	TELEPHONE	525.38
TOTAL				525.38

REASON: **Intradepartmental Transfer to fund 2009 telephone expenditures.**

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-15514

2.E.

CCL #6 - Line Item Transfer

CC CONSENT

Date: 05/19/2009
 Submitted By: Sylvia Solis, BUDGET & MANAGEMENT
 Submitted For: CCL #6
 Department: BUDGET & MANAGEMENT
 Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - County Court At Law #6 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-412-00-026-001-0-XXX
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
 BUDGETARY IMPACT:
 funds available as of 05/15/09.

Attachments

Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sylvia Solis	Sylvia Solis	05/15/2009 10:36 AM	APRV
2	Budget & Management	Veronica Lopez	05/15/2009 10:39 AM	APRV
3	Noe Cavazos	NOE CAVAZOS	05/15/2009 02:41 PM	APRV
4	Auditor's Office		05/15/2009 05:53 PM	NEW

Form Started By: Sylvia Solis Started On: 05/15/2009 08:20 AM
 Final Approval Date: 05/15/2009

DATE: May 15, 2009

2009
Transfer



DEPARTMENT HEAD: Raul Silguero, Jr., Budget Officer

DEPARTMENT NAME: Department of Budget & Management for County Court-At-Law #6

ACCOUNT NUMBER: 9-1100-412-00-026-001-0-XXX

Contact Person: Sylvia V. Solis **Ph#:** (956) 292-7025 Ext. 5423

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
890	OTHER	531	TELEPHONE	67.78
TOTAL				67.78

REASON:
Intradepartmental Transfer to fund 2009 telephone expenditures.

DEPARTMENT HEAD SIGNATURE

_____/_____/_____
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-15505

2.F.

Line Item Transfer

CC CONSENT

Date: 05/19/2009
Submitted By: Perla Lopez, BUDGET & MANAGEMENT
Submitted For: Raul Silguero
Department: BUDGET & MANAGEMENT
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - 92nd DC (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-412-00-001-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
Funds available as of 5-15-09.
664 - -> 531 = \$383.66

Attachments

Link: [Transfer 15505](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/15/2009 11:21 AM	APRV
2	Noe Cavazos	NOE CAVAZOS	05/15/2009 02:27 PM	APRV
3	Auditor's Office		05/15/2009 05:53 PM	NEW

Form Started By: Perla Lopez Started On: 05/14/2009 04:27 PM
Final Approval Date: 05/15/2009

AI-15507

2.G.

Line Item Transfer

CC CONSENT

Date: 05/19/2009
Submitted By: Perla Lopez, BUDGET & MANAGEMENT
Submitted For: Raul Silguero
Department: BUDGET & MANAGEMENT
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - 93rd DC (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-412-00-002-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
890 - -> 531 = \$1,000.00

Available Account Balance as of 5/15/09.

Attachments

Link: [Transfer 15507](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/15/2009 11:21 AM	APRV
2	Norma Silva	Norma Silva	05/15/2009 01:40 PM	APRV
3	Auditor's Office		05/15/2009 05:53 PM	NEW

Form Started By: Perla Lopez Started On: 05/14/2009 04:58 PM
Final Approval Date: 05/15/2009

DATE: May 15, 2009

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Budget & Management

ACCOUNT NUMBER: 9-1100-412-00-002-001-0-XXX

SUBJECT: Intra Department Transfer

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intra-departmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
890	93rd DC - Other	531	93rd DC - Telephone	1,000.00
			TOTAL	1,000.00

REASON: Transfer to fund 2009 telephone expenditure.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-15527

2.H.

Line Item Transfer

CC CONSENT

Date: 05/19/2009
Submitted By: Perla Lopez, BUDGET & MANAGEMENT
Submitted For: Irma Guzman
Department: BUDGET & MANAGEMENT
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - 139th DC (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-412-00-003-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
601 - -> 607 =\$100.00

Available Account Balance as of 5/15/09.

Attachments

Link: [revised LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/15/2009 01:44 PM	APRV
2	Ana Galvan	Anna Galvan	05/15/2009 02:55 PM	APRV
3	Auditor's Office		05/15/2009 05:53 PM	NEW

Form Started By: Perla Lopez Started On: 05/15/2009 11:26 AM
Final Approval Date: 05/15/2009

DATE: May 15, 2009

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Budget & Management for 139th DC

ACCOUNT NUMBER: 9-1100-412-00-003-001-0-XXX

SUBJECT: Intra Department Transfer

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intra-departmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
601	139th DC - Office & Computer Supplies	607	139th DC - Household & Janitorial Supplies	100.00
TOTAL				100.00

REASON: Transfer to fund supplies purchase.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____ / ____ / ____
DATE

ATTEST COUNTY CLERK

AI-15420

2.I.

Budget Line Item Transfer

CC CONSENT

Date: 05/19/2009
 Submitted By: Delma Silva, 206TH DISTRICT COURT
 Submitted For: Delma Silva
 Department: 206TH DISTRICT COURT
 Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - 206th District Court (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-412-00-004-001-0-XXX
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

890-->550 \$ 500.00; funds available as of 05/12/09
 890-->630 \$ 300.00; funds available as of 05/12/09
 890-->640 \$ 500.00; funds available as of 05/12/09

Attachments

Link: [Line Item Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/12/2009 08:00 AM	APRV
2	Ana Galvan	Anna Galvan	05/13/2009 05:12 PM	APRV
3	Auditor's Office		05/15/2009 05:53 PM	NEW
Form Started By: Delma Silva			Started On: 05/11/2009 11:42 AM	
Final Approval Date: 05/15/2009				

INTRADEPARTMENTAL TRANSFER

AI-15420

DATE: May 11, 2009

DEPARTMENT HEAD: Judge Rose G. Reyna

DEPARTMENT NAME: 206th District Court

ACCOUNT NUMBER: 9-1100-412-00-004-001-0-XXX

CONTACT PERSON: Delma G. Silva PHONE: (956)318-2265

SUBJECT: Intradepartmental Transfer(s)

Honorable Commissioner's Court of Hidalgo County:

I submit for your consideration the following Intradepartmental transfer(s) in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM: OBJECT CODE	OBJECT NAME	TO: OBJECT CODE	OBJECT NAME	AMOUNT
890	Other	550	Printing & Binding	\$500.00
890	Other	630	Food	\$300.00
890	Other	640	Reference Materials	\$500.00
TOTAL				1,300.00

REASON: To pay outstanding invoices.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-15508

2.J.

Line Item Transfer

CC CONSENT

Date: 05/19/2009
 Submitted By: Perla Lopez, BUDGET & MANAGEMENT
 Submitted For: Raul Silguero
 Department: BUDGET & MANAGEMENT
 Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - 206th DC (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-412-00-004-001-0-XXX
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
 BUDGETARY IMPACT:
 890 - -> 531 = \$57.98

Available Account Balance as of 5/15/09.

Attachments

Link: [Transfer 15508](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/15/2009 11:22 AM	APRV
2	Veronica Ortiz	Veronica Ortiz	05/15/2009 12:12 PM	APRV
3	Auditor's Office		05/15/2009 05:53 PM	NEW

Form Started By: Perla Lopez Started On: 05/14/2009 05:04 PM
 Final Approval Date: 05/15/2009

AI-15509

2.K.

Line Item Transfer

CC CONSENT

Date: 05/19/2009
 Submitted By: Perla Lopez, BUDGET & MANAGEMENT
 Submitted For: Raul Silguero
 Department: BUDGET & MANAGEMENT
 Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - 430th DC (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-412-00-010-001-0-XXX
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
 BUDGETARY IMPACT:
 664 - -> 531 = \$420.34

Available Account Balance as of 5/15/09.

Attachments

Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/15/2009 11:22 AM	APRV
2	JC Carreon	JC Carreon	05/15/2009 11:36 AM	APRV
3	Auditor's Office		05/15/2009 05:53 PM	NEW

Form Started By: Perla Lopez Started On: 05/14/2009 05:09 PM
 Final Approval Date: 05/15/2009

DATE: May 15, 2009

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Budget & Management for 430th D.Ct.

ACCOUNT NUMBER: 9-1100-412-00-010-001-0-XXX

SUBJECT: Intra Department Transfer

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intra-departmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
664	430th DC - Other Minor Equipment	531	430th DC - Telephone	420.34
TOTAL				420.34

REASON: Transfer to fund 2009 telephone expenditure.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

_____/_____/_____
DATE

ATTEST COUNTY CLERK

AI-15510

2.L.

Line Item Transfer

CC CONSENT

Date: 05/19/2009
Submitted By: Perla Lopez, BUDGET & MANAGEMENT
Submitted For: Raul Silguero
Department: BUDGET & MANAGEMENT
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - 449th DC (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-412-00-011-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
Funds available as of 5-15-09.

890 - -> 531 = \$2,380.70

Attachments

Link: [Transfer 15510](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/15/2009 11:23 AM	APRV
2	Noe Cavazos	NOE CAVAZOS	05/15/2009 02:35 PM	APRV
3	Auditor's Office		05/15/2009 05:53 PM	NEW

Form Started By: Perla Lopez Started On: 05/14/2009 05:16 PM
Final Approval Date: 05/15/2009

DATE: May 15, 2009

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Budget & Management

ACCOUNT NUMBER: 9-1100-412-00-011-001-0-XXX

SUBJECT: Intra Department Transfer

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intra-departmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
890	449th DC - Other	531	449th DC - Telephone	2,380.70
TOTAL				2,380.70

REASON: Transfer to fund 2009 telephone expenditure.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____ / ____ / ____
DATE

ATTEST COUNTY CLERK

AI-15517

2.M.

**Electrical Transfer
CC CONSENT**

Date: 05/19/2009
Submitted By: Angela Garcia, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Budget & Management (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-415-14-115-001-0-XXX
FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
584-->431 - \$500.00; Funding available as of 5/15/09

Attachments

Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/15/2009 09:46 AM	APRV
2	Norma Silva	Norma Silva	05/15/2009 01:32 PM	APRV
3	Auditor's Office		05/15/2009 05:53 PM	NEW

Form Started By: Angela Garcia

Started On: 05/15/2009 08:35 AM

Final Approval Date: 05/15/2009

BUDGET INTRADEPARTMENTAL TRANSFER REQUEST

DATE: 05/15/09

DEPARTMENT HEAD: RAUL SILGUERO JR.

DEPARTMENT NAME: BUDGET & MANAGEMENT

ACCOUNT NUMBER: 9-1100-415-14-115-001-0-XXX

SUBJECT: Budget Intradepartmental Transfer in Accordance with Local Government Code, Chapter 111, Subchapter C.

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following Intradepartmental Budget Transfer/s in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM:		TO:		
OBJECT	OBJECT	OBJECT	OBJECT	
CODE	NAME	CODE	NAME	AMOUNT
584	REGISTRATION FEES	431	R & M SERVICES - BUILDINGS	\$500.00
			TOTAL	500.00

REASON: ELECTRICAL WORK BEING DONE TO OFFICE

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS COURT

DATE

ATTEST COUNTY CLERK

AI-15503

2.N.

**Water transfer
CC CONSENT**

Date: 05/19/2009
Submitted By: Angela Garcia, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Co. Wide Adm. (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-415-00-115-002-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

899-->890 \$ 30.00; funds available as of 05/15/09
899-->411 \$ 1,000.00; funds available as of 05/15/09

Attachments

Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Rosie Cantu	05/14/2009 05:29 PM	APRV
2	Ana Galvan	Anna Galvan	05/15/2009 03:03 PM	APRV
3	Auditor's Office		05/15/2009 05:53 PM	NEW

Form Started By: Angela Garcia

Started On: 05/14/2009 03:43 PM

Final Approval Date: 05/15/2009

BUDGET INTRADEPARTMENTAL TRANSFER REQUEST

DATE: 05/14/09

DEPARTMENT HEAD: RAUL SILGUERO JR.

DEPARTMENT NAME: CO. WIDE

ACCOUNT NUMBER: 9-1100-415-00-115-002-0-XXX

SUBJECT: Budget Intradepartmental Transfer in Accordance with Local Government Code, Chapter 111, Subchapter C.

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following Intradepartmental Budget Transfer/s in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM:		TO:		
OBJECT	OBJECT	OBJECT	OBJECT	
CODE	NAME	CODE	NAME	AMOUNT
899	CONTINGENCY	890	OTHER	\$30.00
899	CONTINGENCY	411	WATER/SEWAGE	1,000.00
			TOTAL	1,030.00

REASON:CONNECTION FEE AND WATER USUAGE FOR FIRE HYDRANT FOR PARKING LOT PROJECT.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS COURT

DATE

ATTEST COUNTY CLERK

AI-15486

2.0.

Intradepartmental Transfer

CC CONSENT

Date: 05/19/2009
Submitted By: Rosie Luna, SAFETY DIVISION
Submitted For: Roy Quintanilha
Department: SAFETY DIVISION
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Safety Division (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-419-50-115-059-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
432-->613 \$ 200.00; funds available as of 05/13/09

Attachments

Link: [5-19-09](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/13/2009 04:28 PM	APRV
2	Ana Galvan	Anna Galvan	05/13/2009 05:16 PM	APRV
3	Auditor's Office		05/15/2009 05:53 PM	NEW

Form Started By: Rosie Luna
Started On: 05/13/2009 03:58 PM

Final Approval Date: 05/15/2009

DATE: May 13, 2009

DEPARTMENT HEAD: Roy Quintanilha

DEPARTMENT NAME: Dept. of Budget and Management Safety Division

ACCOUNT NUMBER: 9-1100-419-50-115-059-0-XXX

SUBJECT: **Intra-departmental Transfer/s (increase/decrease) in Accordance with Local Government Code, Chapter 111, Subchapter C, Section 111.070, Subsection C.**

Honorable Commissioners' Court of Hidalgo County:
 I would like to request the following Intra-departmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
432	R&M Services- Equip & Vehicles	613	Safety Supplies	\$ 200.00
TOTAL				\$ 200.00

REASON: **Line Item Transfer is being requested for expected expenditures.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____ / ____ / ____
DATE

ATTEST COUNTY CLERK

AI-15530

2.P.

Intradepartmental Transfer

CC CONSENT

Date: 05/19/2009
Submitted By: Rosie Luna, SAFETY DIVISION
Submitted For: Roy Quintanilha
Department: SAFETY DIVISION
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Safety Division (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-419-50-115-059-0-XXX
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available account balance as of 05/15/2009 432-->346

Attachments

Link: [5-26-09](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/15/2009 01:47 PM	APRV
2	JC Carreon	JC Carreon	05/15/2009 02:37 PM	APRV
3	Auditor's Office		05/15/2009 05:53 PM	NEW

Form Started By: Rosie Luna
Started On: 05/15/2009 12:06 PM

Final Approval Date: 05/15/2009

DATE: May 15, 2009

DEPARTMENT HEAD: Roy Quintanilha

DEPARTMENT NAME: Dept. of Budget and Management Safety Division

ACCOUNT NUMBER: 9-1100-419-50-115-059-0-XXX

SUBJECT: **Intra-departmental Transfer/s (increase/decrease) in Accordance with Local Government Code, Chapter 111, Subchapter C, Section 111.070, Subsection C.**

Honorable Commissioners' Court of Hidalgo County:
I would like to request the following Intra-departmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
432	R&M Serv.-Equip. & Vehicles	346	Hauling & Freight Services	\$ 500.00
TOTAL				\$ 500.00

REASON: **Line Item Transfer is being requested to open purchase order for towing of Safety Division vehicles as needed**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

 / /
DATE

ATTEST COUNTY CLERK

AI-15493

2.Q.

Division of Emergency Services- Emergency Management Intradepartmental Transfer

CC CONSENT

Date: 05/19/2009
Submitted By: Belinda Alvarez, EMERGENCY SERVICES DIVISION
Submitted For: Belinda Alvarez
Department: EMERGENCY SERVICES DIVISION
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Emergency Management (1100)

BACKGROUND

Transfer needed to fund object codes that need additional money for purchases.

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-429-00-300-023-0-XXX
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available account balance as of 05/14/2009 432-->532,601,619

Attachments

Link: [Int Trs 51909](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Ivan Cantu	05/14/2009 10:37 AM	APRV
2	JC Carreon	JC Carreon	05/14/2009 11:34 AM	APRV
3	Auditor's Office		05/15/2009 05:53 PM	NEW

Form Started By: Belinda Alvarez
Started On: 05/14/2009 10:08 AM
Final Approval Date: 05/15/2009

DATE: May 19, 2009

DEPARTMENT HEAD: A. A. Tony Pena, Jr.

DEPARTMENT NAME: County Judge's Office of Emergency Management

ACCOUNT NUMBER: 9-1100-429-00-300-023-0-XXX

SUBJECT: **Intra-departmental Transfer/s (increase/decrease) in Accordance with Local Government Code, Chapter 111, Subchapter C, Section 111.070, Subsection C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intra-departmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C, Section 111.070, Subsection C.

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
432	EQUIP & VEH R&M SRV	532	WIRELESS DEVICES	2,450.00
432	EQUIP & VEH R&M SRV	601	SUPPLIES	\$1,500.00
432	EQUIP & VEH R&M SRV	619	Other Misc Supplies	832.00
TOTAL				4,782.00

REASON: **INTRADPARTMENTAL TRANSFER NEEDED TO FUND WIRELESS SERVICE FOR THE YEAR AND SUPPLIES.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-15544

2.R.

Line Item Transfer

CC CONSENT

Date: 05/19/2009
 Submitted By: Perla Lopez, BUDGET & MANAGEMENT
 Submitted For: Raul Silguero
 Department: BUDGET & MANAGEMENT
 Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Emergency Management (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-429-00-300-023-0-XXX
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
 BUDGETARY IMPACT:
 664 - -> 532 = \$226.87

Available Account Balance as of 5/15/09.

Attachments

Link: [Transfer 15544](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/15/2009 05:07 PM	APRV
2	Veronica Ortiz	Veronica Ortiz	05/15/2009 05:12 PM	APRV
3	Auditor's Office		05/15/2009 05:53 PM	NEW

Form Started By: Perla Lopez Started On: 05/15/2009 04:54 PM
 Final Approval Date: 05/15/2009

AI-15441

2.S.

Line Item Transfer

CC CONSENT

Date: 05/19/2009
Submitted By: Yolanda Orozco, EMERGENCY SERVICES DIVISION
Submitted For: A.A. Tony Pena, Jr.
Department: EMERGENCY SERVICES DIVISION
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Fire Marshal's (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-422-10-300-001-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
810-->811 - \$140.00; Funding available as of 5/14/09

Attachments

Link: [Line Item Trans. 051909](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/12/2009 03:54 PM	APRV
2	Norma Silva	Norma Silva	05/14/2009 09:54 AM	APRV
3	Auditor's Office		05/15/2009 05:53 PM	NEW

Form Started By: Yolanda Orozco
Started On: 05/12/2009 03:09 PM

Final Approval Date: 05/15/2009

DATE: May 19, 2009

DEPARTMENT HEAD: A. A. Tony Pena, Jr.

DEPARTMENT NAME: Fire Marshal's Office

ACCOUNT NUMBER: 9-1100-422-10-300-001-0-XXX

SUBJECT: **Budget Line-Item Transfer(s)**

Honorable Commissioner's Court of Hidalgo County:

I submit to you for your consideration the following line-item transfer(s) in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM			TO		
ACCOUNT NUMBER	ACCOUNT NAME		ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
9-1100-422-10-300-001-0-810	Membership Dues	->	9-1100-422-10-300-001-0-811	Licenses & Permits	\$140.00
		->			
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					\$140.00

REASON: To pay for annual certification fees.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-15532

2.T.

Intra- Visiting Judges 051509

CC CONSENT

Date: 05/19/2009
 Submitted By: Veronica Lopez, BUDGET & MANAGEMENT
 Submitted For: Dina Trevino
 Department: BUDGET & MANAGEMENT
 Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Visiting Judges (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-412-00-115-014-0-XXX
 FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?:
 BUDGETARY IMPACT:
 890 --> 121 \$42,642.61
 Available balance as of 05-15-09 \$46,175.00

 890 --> 220 \$3,532.39
 Available balance as of 05-15-09 \$46,175.00

Attachments

Link: [Intra- Visiting Judges 051509](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/15/2009 02:11 PM	APRV
2	Ana Galvan	Anna Galvan	05/15/2009 02:52 PM	APRV
3	Auditor's Office		05/15/2009 05:53 PM	NEW

Form Started By: Veronica Lopez
 Started On: 05/15/2009 01:24 PM
 Final Approval Date: 05/15/2009

DATE: May 15, 2009

2009
Transfer



DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Department of Budget & Management for Visiting Judges

ACCOUNT NUMBER: 9-1100-412-00-115-014-0-XXX

Contact Person: Veronica L. Nixon Ph#: (956) 292-7025 Ext. 5416

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
890	Visiting Judges- Other	121	Visiting Judges- Temp F/T Employees	\$42,642.61
890	Visiting Judges- Other	220	Visiting Judges- FICA	3,532.39
TOTAL				\$46,175.00

REASON: Transfer from Visiting Judges- Other to Visiting Judges- Temp F/T Employees and Visiting Judges- FICA in the amount of \$46,175.00 for salaries and related fringes.

Approved by

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-15492

2.U.

line item transfer

CC CONSENT

Date: 05/19/2009
Submitted By: Letty Perez, J.P. 3, 2
Department: J.P. 3, 2
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - J.P. Pct. 3, Pl. 2 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-412-00-066-001-0-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

664-->630 - \$300.00; Funding available as of 5/15/09

Attachments

Link: [Line Item Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Ivan Cantu	05/14/2009 10:17 AM	APRV
2	Norma Silva	Norma Silva	05/15/2009 03:57 PM	APRV
3	Auditor's Office		05/15/2009 05:53 PM	NEW

Form Started By: Letty Perez Started On: 05/14/2009 09:53 AM

Final Approval Date: 05/15/2009

BUDGET INTRA-DEPARTMENTAL TRANSFER REQUEST

DATE: May 14, 2009

DEPARTMENT HEAD: Ismael "Melo" Ochoa

DEPARTMENT NAME: Justice of the Peace Pct. 3, Pl.2

ACCOUNT NUMBER: 9-1100-412-00-066-001-0

CONTACT PERSON: Leticia Perez PHONE: 956-581-2124

SUBJECT: Budget Intradepartmental Transfer in Accordance with Local Government Code, Chapter 111, Subchapter C.

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following Intradepartmental Budget Transfer/s in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM		TO		
OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME	AMOUNT
664	other minor equipment	630	food	300.00
			TOTAL	300.00

REASON: To buy refreshments for jurors.

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS COURT

ATTEST COUNTY

AI-15427

2.V.

Line Item Transfer

CC CONSENT

Date: 05/19/2009
Submitted By: Margarita Gonzalez, WIC
Department: WIC
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - WIC Administration (1292)

BACKGROUND

9.1292.441.00.350.001.9.

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1292-441-00-350-001-9-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available account balance as of 05-14-09

Attachments

Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/12/2009 08:02 AM	APRV
2	Veronica Ortiz	Veronica Ortiz	05/14/2009 01:13 PM	APRV
3	Auditor's Office		05/15/2009 05:53 PM	NEW

Form Started By: Margarita Gonzalez
Started On: 05/11/2009 02:38 PM
Final Approval Date: 05/15/2009

DATE: 05/10/09
 WIC DIRECTOR: NORMA LONGORIA
 DEPARTMENT NAME: HIDALGO COUNTY WIC PROGRAM
 ACCOUNT NUMBER: 9.1292.441.00.350.001.9 WIC
 SUBJECT: BUDGET LINE ITEM TRANSFER

Honorable Commissioners' Court of Hidalgo County:

I submit to you for your consideration the following line-item transfer(s) in accordance with the Local Government Code Chapter 111, Subchapter C.

FROM		TO		AMOUNT
ACCOUNT NUMBER	Account Name	ACCOUNT NO.(S)	ACCOUNT NAME	
9.1292.441.00.350.001.9	432 Equipment & Vehicles R & M Serv.	→ 9.1292.441.00.350.009.9	411 Water	8,000.00
9.1292.441.00.350.001.9	423 Custodial	→ 9.1292.441.00.350.009.9	536 Two -Way Radio	810.00
9.1292.441.00.350.001.9	423 Custodial	→ 9.1292.441.00.350.009.9	583 Out of County Travel	3,000.00
9.1292.441.00.350.001.9	540 Advertising	→ 9.1292.441.00.350.009.9	631 Bottle Water	2,000.00
9.1292.441.00.350.001.9	581 In County Travel	→ 9.1292.441.00.350.009.9	631 Bottle Water	1,000.00
9.1292.441.00.350.001.9	423 Custodial	→ 9.1292.441.00.350.009.9	780 Capitol Lease	1,000.00
9.1292.441.00.350.001.9	581 In County Travel	→ 9.1292.441.00.350.009.9	780 Capitol Lease	2,000.00
Total:				17,810.00

Total:

REASON: To cover encumbrances for the FY 09 Grant.

 APPROVED COMMISSIONERS COURT

 / /
 Date

 ATTEST COUNTY CLERK

AI-15541

2.W.

Line Item Transfer

CC CONSENT

Date: 05/19/2009
 Submitted By: Perla Lopez, BUDGET & MANAGEMENT
 Submitted For: Raul Silguero
 Department: BUDGET & MANAGEMENT
 Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - District Clerk (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-412-00-090-001-0-XXX
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
 BUDGETARY IMPACT:
 664--> 532 = \$137.94

Available Account Balance as of 5/15/09.

Attachments

Link: [Transfer 15541](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/15/2009 05:04 PM	APRV
2	JC Carreon	JC Carreon	05/15/2009 05:16 PM	APRV
3	Auditor's Office		05/15/2009 05:53 PM	NEW

Form Started By: Perla Lopez Started On: 05/15/2009 04:44 PM
 Final Approval Date: 05/15/2009

DATE: May 15, 2009

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Budget & Management

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

SUBJECT: Intra Department Transfer

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intra-departmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
664	Dist Clerk - Other Minor Equipment	532	Dist Clerk - Wireless Devices	137.94
TOTAL				137.94

REASON: Transfer to cover 2009 Wireless Device expenditure.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-15440

2.X.

Intra Dept. Transfer

CC CONSENT

Date: 05/19/2009
Submitted By: Stephanie Palacios, DISTRICT CLERK
Department: DISTRICT CLERK
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - District Clerk (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 9 ACCT. #: 9-1100-412-00-090-001-0-XXX
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
funds available as of 5-13-09.

Attachments

Link: [LIT 05.12.09](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/12/2009 03:54 PM	APRV
2	Veronica Lopez	Veronica Lopez	05/13/2009 08:53 AM	APRV
3	Noe Cavazos	NOE CAVAZOS	05/13/2009 05:03 PM	APRV
4	Auditor's Office		05/15/2009 05:53 PM	NEW

Form Started By: Stephanie Palacios
Started On: 05/12/2009 02:11 PM
Final Approval Date: 05/15/2009

AI-15459

2.Y.

Budget Line Item Transfer

CC CONSENT

Date: 05/19/2009
 Submitted By: Rolando Garcia, BUDGET & MANAGEMENT
 Submitted For: Yvonne Ramon
 Department: BUDGET & MANAGEMENT
 Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Elections (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-414-00-130-001-0-XXX
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

funds available as of 5-13-09.

- 432-->336 \$14,459.00 (avail. bal. in 432 - \$56,546.56)
- 431-->336 \$ 8,155.51 (avail. bal. in 431 - \$29,891.00)
- 452-->336 \$10,000.00 (avail. bal. in 452 - \$10,000.00)
- 601-->350 \$45,500.00 (avail. bal. in 601 - \$124,118.63)
- 584-->441 \$ 2,184.00 (avail. bal. in 584 - \$19,701.00)

Attachments

Link: [Intra Dept](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/13/2009 01:56 PM	APRV
2	Noe Cavazos	NOE CAVAZOS	05/13/2009 04:39 PM	APRV
3	Auditor's Office		05/15/2009 05:53 PM	NEW

Form Started By: Rolando Garcia

Started On: 05/13/2009 10:35 AM

Final Approval Date: 05/15/2009

AI-15462

2.Z.

Budget Line Item Transfer HAVA

CC CONSENT

Date: 05/19/2009
 Submitted By: Rolando Garcia, BUDGET & MANAGEMENT
 Submitted For: Yvonne Ramon
 Department: BUDGET & MANAGEMENT
 Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Elections (1283)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1283-414-00-130-016-8-XXX
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

funds available as of 5-15-09.
 745-->336 \$49,932.00 (avail. bal. in 745 \$49,932.00 as of 05/13/09).
 Program Income may be used for other expenditures relating to training, storage,
 equipment upgrades, etc. and are not restricted to object code 745.

Attachments

Link: [Intra Dept](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Roland Garcia (Originator)	Rolando Garcia	05/15/2009 08:18 AM	APRV
2	Budget & Management	Veronica Lopez	05/15/2009 08:27 AM	APRV
3	Noe Cavazos	NOE CAVAZOS	05/15/2009 02:20 PM	APRV
4	Auditor's Office		05/15/2009 05:53 PM	NEW

Form Started By: Rolando Garcia

Started On: 05/13/2009 11:47 AM

Final Approval Date: 05/15/2009

AI-15450

2.AA.

HIDTA Task Force

CC CONSENT

Date: 05/19/2009
Submitted By: Nelda Olivarez, HIDTA
Submitted For: Rene Guerra, Criminal District Attorney
Department: HIDTA
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - H.I.D.T.A. Task Force (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1252-412-00-270-012-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

431-->619 \$ 3,000.00; funds available as of 05/13/09
439-->619 \$ 3,000.00; funds available as of 05/13/09

Attachments

Link: [Transfer #3](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/13/2009 11:13 AM	APRV
2	Ana Galvan	Anna Galvan	05/13/2009 05:14 PM	APRV
3	Auditor's Office	Angela Garcia	05/15/2009 05:53 PM	APRV

Form Started By: Nelda Olivarez

Started On: 05/13/2009 09:40 AM

Final Approval Date: 05/15/2009

DATE: May 13, 2009
 DEPARTMENT HEAD: Rene Guerra, Criminal District Attorney
 DEPARTMENT NAME: Hidalgo County HIDTA Task Force
 ACCOUNT NUMBER: 9-1252-412-00-270-012-0-xxx (U.S. Dept of Treasury)
 SUBJECT: Budget Line-Item Transfers (s)

Transfer Number: 3



Honorable Commissioners' Court of Hidalgo County:

I submit to you for your consideration the following line-item transfer (s) in accordance with Local Government Code, Chapter 111, Subchapter C.:

<i>FROM</i>		<i>TO</i>		
<i>ACCOUNT NO.(S)</i>	<i>ACCOUNT NAME</i>	<i>ACCOUNT NO.(S)</i>	<i>ACCOUNT NAME</i>	<i>AMOUNT</i>
9-1252-412-00-270-012-0- 431	Bldg & Other Stru R&M	9-1252-412-00-270-012-0- 619	Other Miscell Supplies	3,000.00
9-1252-412-00-270-012-0- 439	Other R&M Service	9-1252-412-00-270-012-0- 619	Other Miscell Supplies	3,000.00
TOTAL				6,000.00

REASON: TO FUND UNANTICIPATED EXPENDITURES

_____/_____/_____
 Rene Guerra DATE Attest County Clerk DATE

_____/_____/_____
 Budget Officer DATE Approved Commissioners' Court DATE

AI-15434

2.BB.

Transfer for the purchase of computers and vehicle repairs.

CC CONSENT

Date: 05/19/2009
 Submitted By: Anna Galvan, BUDGET & MANAGEMENT
 Submitted For: Constable Pct. #2
 Department: BUDGET & MANAGEMENT
 Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Constable Precinct #2 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-421-00-292-001-0-XXX
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

434-->432 \$ 4,000.00; funds available as of 05/13/09
 665-->601 \$ 332.00; funds available as of 05/13/09
 604-->745 \$ 700.00; funds available as of 05/13/09
 583-->601 \$ 445.30; funds available as of 05/13/09
 583-->745 \$ 100.00; funds available as of 05/13/09
 584-->745 \$ 300.00; funds available as of 05/13/09

Attachments

Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/12/2009 01:03 PM	APRV
2	JC Carreon	JC Carreon	05/13/2009 10:47 AM	APRV
3	Auditor's Office		05/15/2009 05:53 PM	NEW

Form Started By: Anna Galvan

Started On: 05/12/2009 11:20 AM

Final Approval Date: 05/15/2009

INTRADEPARTMENTAL TRANSFER REQUEST

AI-15434

DATE: May 12, 2009

2009
Transfer

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Dept. of Budget & Management for Constable Precinct #2

ACCOUNT NUMBER: 9-1100-421-00-292-001-0-XXX

SUBJECT: **Intradepartmental transfer(s)**



Contact: Ana Galvan
Ph#: 292-7025

Honorable Commissioners' Court of Hidalgo County:

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

FROM Object Code	Description	TO Object Code	Description	Amount
434	Vehicle R & M Service	432	Equip. & Vehicle R & M Service	\$ 4,000.00
665	Minor Computer Equipment	601	Office & Computer Supplies	\$ 232.00
604	Medical & Lab. Supplies	745	Computer Equipment	\$ 700.00
583	Out of County Employee Travel	601	Office & Computer Supplies	\$ 445.30
583	Out of County Employee Travel	745	Computer Equipment	\$ 100.00
584	Registration Fees	745	Computer Equipment	\$ 300.00
TOTAL			\$	5,777.30

REASON: For the purchase of computers and vehicle repairs.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

_____/_____/_____
DATE

ATTEST COUNTY CLERK

AI-15458

2.CC.

Line Item Transfer

CC CONSENT

Date: 05/19/2009
 Submitted By: Emilia Uriegas, SHERIFF DEPT.
 Submitted For: Anacleto Martinez
 Department: SHERIFF DEPT.
 Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Sheriff's Office--OCDE Grant (1284)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1284-421-00-280-037-9-XXX
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
 BUDGETARY IMPACT:
 745-->601 \$1,500.00; available balance as of 05/14/09 \$27,500.00
 748-->664 \$5,000.00; available balance as of 05/14/09 \$22,500.00

Attachments

Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	05/13/2009 04:04 PM	APRV
2	Budget & Management	Veronica Lopez	05/13/2009 04:53 PM	APRV
3	JC Carreon	JC Carreon	05/14/2009 09:42 AM	APRV
4	Auditor's Office		05/15/2009 05:53 PM	NEW
Form Started By: Emilia Uriegas			Started On: 05/13/2009 10:31 AM	
Final Approval Date: 05/15/2009				

DATE: May 13, 2009

DEPARTMENT HEAD: Guadalupe "Lupe" Trevino

DEPARTMENT NAME: OCDE

ACCOUNT NUMBER: 9-1284-421-00-280-037-9-XXX

SUBJECT: Budget Line-Item Transfer (s)

Honorable Commissioners' Court of Hidalgo County:

I submit to you for your consideration the following line-item transfers in accordance with Local Government Code, Chapter 111, Subchapter C.:

FROM		TO		
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
9-1284-421-00-280-037-9-745	Computer Equipment	→ 9-1284-421-00-280-037-9-601	Office and Computer Supplies	1,500.00
9-1284-421-00-280-037-9-748	Other Equipment	→ 9-1284-421-00-280-037-9-664	Other Minor Equipment	5,000.00
		→		
		→		
		→		
		→		
		→		
		→		
		→		
		→		
		→		
		→		
				\$6,500.00

REASON: To adjust budget due to re-categorizing of object codes in reference to purchases.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/_____
DATE

ATTEST COUNTY CLERK

AI-15497

2.DD.

Health Division - TB Elimination Line Item Trf

CC CONSENT

Date: 05/19/2009
 Submitted By: Dan Beltran, HEALTH & HUMAN SERVICES DEPT.
 Department: HEALTH & HUMAN SERVICES DEPT.
 Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Health & Human Services Dept. - TB Elim. (1293)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1293-441-00-340-011-0-XXX
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
 BUDGETARY IMPACT:
 Available account balance as of 05-14-09

Attachments

Link: [TB LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Ivan Cantu	05/14/2009 01:12 PM	APRV
2	Veronica Ortiz	Veronica Ortiz	05/14/2009 04:15 PM	APRV
3	Auditor's Office		05/15/2009 05:53 PM	NEW
Form Started By: Dan Beltran			Started On: 05/14/2009 11:46 AM	
Final Approval Date: 05/15/2009				

Date: May 14, 2009
 Department Head: Eduardo Olivarez, Chief Administrative Officer
 Department Name: Hidalgo County Health Department
 Account Number: 9-1293-441-00-340-011-0 TB Elimination
 Budget Line Item Transfer(s)

Honorable Commissioner's Court of Hidalgo County

I submit to you for your consideration the following line-item transfers in accordance with Local Government Code, Chapter 111, Subchapter C:

FROM		TO		AMOUNT
ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	
9-1293-441-00-340-011-0-581	Travel In County	9-1293-441-00-340-011-0-583	Travel Out Of County	\$ 2,000.00
Amount				\$ 2,000.00

Revenue Account
 Amount Requested: \$ 2,000.00

Reason: Funds needed in the object codes listed above in order to meet anticipated expenditures

DEPARTMENT HEAD SIGNATURE _____

APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

AI-15543

2.EE.

LIT Pct. 1 Administration (1201)

CC CONSENT

Date: 05/19/2009
 Submitted By: Ivan Cantu, BUDGET & MANAGEMENT
 Submitted For: Noe Montez, Pct. 1
 Department: BUDGET & MANAGEMENT
 Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Pct. 1 R & B (1201)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1201-431-00-121-004-0-XXX
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
 BUDGETARY IMPACT:
 890 --> 532 \$1000.00; funds available as of 5-15-09.

Attachments

Link: [Pct. 1 Rd Adm.](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	05/15/2009 04:57 PM	APRV
2	Budget & Management	Veronica Lopez	05/15/2009 05:06 PM	APRV
3	Veronica Ortiz	Veronica Ortiz	05/15/2009 05:12 PM	APRV
4	Auditor's Office		05/15/2009 05:53 PM	NEW

Form Started By: Ivan Cantu Started On: 05/15/2009 04:51 PM
 Final Approval Date: 05/15/2009

DATE: May 15, 2009

2009

Intradepartmental Transfer



DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Department of Budget & Management for Pct. 1 Rd. Adm.

ACCOUNT NUMBER: 9-1201-431-00-121-004-0-XXX

Contact Person: Ivan Cantu **Ph#:** (956) 292-7025 Ext. 5425

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
890	Pct. 1 Rd. Adm.-Other	532	Pct. 1 Rd Adm.-Wireless Devices	1,000.00
TOTAL				1,000.00

REASON:
To fund cell phone and data card services for year end.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-15478

2.FF.

2009- Pct #1 Parks (1211)

CC CONSENT

Date: 05/19/2009
 Submitted By: JOANN GONZALEZ, COMM. PCT. #1
 Department: COMM. PCT. #1
 Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009- Pct #1 Parks (1211)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1211-452-00-121-013-0-XXX
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
 BUDGETARY IMPACT:
 890-->739 - \$4,000.00; Funding available as of 5/14/09

Attachments

Link: [2009- Pct #1 Parks \(1211\)](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/13/2009 04:09 PM	APRV
2	Norma Silva	Norma Silva	05/14/2009 02:29 PM	APRV
3	Auditor's Office		05/15/2009 05:53 PM	NEW

Form Started By: JOANN GONZALEZ
 Started On: 05/13/2009 03:29 PM
 Final Approval Date: 05/15/2009

**2009 Pct. No. 2 BCAP PRIMAVERA #1 TRANSFER (1311)
CC CONSENT**

Date: 05/19/2009
Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For: Agapito Vargas
Department: COLONIA ACCESS PROGRAM
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Pct. #2 B.C.A.P. (1311)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1311-431-00-122-568-0-312
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
312-->339 \$813.09 (avail. bal. in 733 \$4,578.16 as of 05/13/09).

Attachments

Link: Revised transfer

Form Routing/Status

<u>Route</u>	<u>Seq</u>	<u>Inbox</u>	<u>Approved By</u>	<u>Date</u>	<u>Status</u>
1		Roland Garcia	Rolando Garcia	05/13/2009 04:41 PM	APRV
2		Budget & Management	Veronica Lopez	05/13/2009 04:52 PM	APRV
3		Veronica Ortiz	Veronica Ortiz	05/14/2009 01:14 PM	APRV
4		Auditor's Office		05/15/2009 05:53 PM	NEW

Form Started By: Marcie Jackson

Started On: 05/11/2009 05:01
PM

Final Approval Date: 05/15/2009

DATE: May 11, 2009

2009

Transfer



DEPARTMENT HEAD: Agapito Vargas

DEPARTMENT NAME: Border Colonia Access Program for BCAP-Precinct 2 (1311)

ACCOUNT NUMBER: 9-1311-431-00-122-568-0-XXX

AI-15431 5/19/09

Contact Person: Marcie Jackson Ph#: (956) 787-1891 Ext. 2010

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
312	PRIMAVERA #1 - INDIRECT COST	339	PRIMAVERA #1 - OTHER PROF SRVC	\$813.09
TOTAL				813.09

REASON:
Project has been completed, transfer is needed to process past due invoices that were not submitted.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-15500

2.HH.

2009 Pct. No.2 BCAP Red Barn Subdivision (1311)

CC CONSENT

Date: 05/19/2009
Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For: Agapito Vargas
Department: COLONIA ACCESS PROGRAM
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Pct. #2 BCAP (1311)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1311-431-00-122-605-1-733
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
733-->841 \$915.94 (avail bal in 733 \$1,541.89 as of 05/15/09).

Attachments

Link: [Line Item Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Roland Garcia	Rolando Garcia	05/15/2009 01:24 PM	APRV
2	Budget & Management	Veronica Lopez	05/15/2009 01:41 PM	APRV
3	Ana Galvan	Anna Galvan	05/15/2009 03:49 PM	APRV
4	Auditor's Office		05/15/2009 05:53 PM	NEW

Form Started By: Marcie Jackson Started On: 05/14/2009 01:23 PM
Final Approval Date: 05/15/2009

DATE: May 14, 2009

2009
Transfer



DEPARTMENT HEAD: Agapito Vargas

DEPARTMENT NAME: Border Colonia Access Program for BCAP-Precinct 2 (1311)

ACCOUNT NUMBER: 9-1311-431-00-122-605-1-XXX

AI-15500

Contact Person: Marcie Jackson Ph#: (956) 787-1891 Ext. 2010

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
733	RED BARN-DRAINAGE DITCHES	841	RED BARN-AID TO GOVT AGENCY	\$915.94
TOTAL				915.94

REASON:
Transfer from (733)RED BARN-DRAINAGE DITCHES TO (841)RED BARN-AID TO GOVT AGENCY in the amounts of \$915.94 to cover future expenses for completion of project.

DEPARTMENT HEAD SIGNATURE

____ / ____ / ____
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-15400

2.II.

Pct #3 Transfer

CC CONSENT

Date: 05/19/2009

Submitted By: Norma Ceballos, COMM. PCT. #3

Department: COMM. PCT. #3

Information

CAPTION

2009 - Pct. #3 Parks (1213)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009

ACCT. #: 9-1213-452-00-123-008-0-XXX

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available account balance as of 05/08/2009 584-->583

Attachments

Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/08/2009 10:11 AM	APRV
2	JC Carreon	JC Carreon	05/08/2009 01:38 PM	APRV
3	Auditor's Office		05/15/2009 05:53 PM	NEW

Form Started By: Norma Ceballos

Started On: 05/08/2009 09:19 AM

Final Approval Date: 05/15/2009

INTRA-DEPARTMENTAL TRANSFER

DATE: May 8, 2009

DEPARTMENT HEAD: Commissioner Joe M. Flores - Pct No. 3

DEPARTMENT NAME: Hidalgo County Precinct #3 Parks

ACCOUNT NUMBER: 9-1213-452-00-123-008-0-XXX

CONTACT PERSON: Norma Ceballos PHONE: (956)585-4509

SUBJECT: Intra-departmental Transfer

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Intra-departmental transfer(s) in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
584	Pct #3 Parks-Registration Fees	583	Pct #3 Parks Travel Out of County	\$ 400.00
TOTAL				\$ 400.00

REASON: Expected Expenses

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-15495

2.JJ.

Pct #3 Transfer

CC CONSENT

Date: 05/19/2009
 Submitted By: Norma Ceballos, COMM. PCT. #3
 Department: COMM. PCT. #3
 Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Pct. #3 P/U Rd. (1203)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1203-431-00-123-005-0-XXX
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

434-->640 \$.20; funds available as of 05/14/09
 681-->640 \$ 2.00; funds available as of 05/14/09
 683-->640 \$ 95.11; funds available as of 05/14/09
 890-->640 \$ 100.00; funds available as of 05/14/09

Attachments

Link: [Line Item Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Ivan Cantu	05/14/2009 11:20 AM	APRV
2	Ana Galvan	Anna Galvan	05/14/2009 01:52 PM	APRV
3	Auditor's Office		05/15/2009 05:53 PM	NEW

Form Started By: Norma Ceballos
 Started On: 05/14/2009 10:52 AM
 Final Approval Date: 05/15/2009

INTRADEPARTMENTAL TRANSFER

DATE: May 14, 2009

DEPARTMENT HEAD: Commissioner Joe M. Flores - Pct No. 3

DEPARTMENT NAME: Hidalgo County Precinct #3

ACCOUNT NUMBER: 9-1203-431-00-123-005-0-XXX

CONTACT PERSON: Norma Ceballos PHONE: (956)585-4509

SUBJECT: Intradepartmental Transfer

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Intradepartmental transfer's in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
434	Vehicle R & M Services	640	Reference Materials	\$ 0.20
681	Vehicle R & M Supplies	640	Reference Materials	\$ 2.00
683	Lubricants	640	Reference Materials	\$ 95.11
890	Other	640	Reference Materials	\$ 100.00
TOTAL				\$ 197.31

REASON: For expected expenses.

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

INTRADEPARTMENTAL TRANSFER

AI-15455

2.KK.

Pct. #4 R&B Transfer

CC CONSENT

Date: 05/19/2009
Submitted By: Jr. Munoz, COMM. PCT. #4
Department: COMM. PCT. #4
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Pct. #4 R&B Transfer (1204)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1204-431-00-124-007-0-XXX
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available account balance as of 05-14-09

Attachments

Link: [Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/13/2009 11:20 AM	APRV
2	Veronica Ortiz	Veronica Ortiz	05/14/2009 01:16 PM	APRV
3	Auditor's Office		05/15/2009 05:53 PM	NEW

Form Started By: Jr. Munoz
Started On: 05/13/2009 10:26 AM

Final Approval Date: 05/15/2009

DATE: 05/13/09 AI#

DEPARTMENT HEAD: Commissioner Oscar L. Garza Jr.

DEPARTMENT NAME: Hidalgo County Pct. #4 - R&B

ACCOUNT NUMBER: 9-1204-431-00-124-007-0-XXX

SUBJECT: Intra-departmental Transfer/s

Contact Person: Rumaldo Munoz Jr. Ph#: 956-383-3112

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intra-departmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

FROM	OBJECT NAME	TO	OBJECT NAME	AMOUNT
841	Aid to Govt Agency	346	Hauling & Freight Srv	30,000.00
841	Aid to Govt Agency	425	Pest Control	100.00
841	Aid to Govt Agency	673	R&B R&M Supplies	25,000.00
TOTAL				55,100.00

REASON: To cover pending expenses.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-15548

2.LL.

Budget Line Item Transfer Pct.4 R&B (1204)

CC CONSENT

Date: 05/19/2009
 Submitted By: Rolando Garcia, BUDGET & MANAGEMENT
 Department: BUDGET & MANAGEMENT
 Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Pct. #4 R & B (1204)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1204-431-00-124-007-0-XXX
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
 BUDGETARY IMPACT:
 731-->711 \$46,000.00 (avail. bal. in 731 \$84,898.78 as of 05/15/09).

Attachments

Link: [Intra Dept](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	05/15/2009 05:49 PM	APRV
2	Manuel Chapa		05/15/2009 05:53 PM	NEW
Form Started By: Rolando Garcia			Started On: 05/15/2009 05:43 PM	
Final Approval Date: 05/15/2009				

DATE: May 15, 2009

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Budget & Management for Precinct No. 4 Road & Bridge (1204)

ACCOUNT NUMBER: 9-1204-431-00-124-007-0-XXX

SUBJECT: Intra Department Transfer

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intra-departmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
731	PCT4 P/U RD-ROADS	711	PCT4 P/U RD-ROW	46,000.00
TOTAL				46,000.00

REASON: To cover anticipated expenditures.

 DEPARTMENT HEAD SIGNATURE

 APPROVED COMMISSIONERS' COURT

_____/_____/_____
 DATE

 ATTEST COUNTY CLERK

AI-15457

2.MM.

Pct. #4 Administration Transfer

CC CONSENT

Date: 05/19/2009
Submitted By: Jr. Munoz, COMM. PCT. #4
Department: COMM. PCT. #4
Agenda Category: 2009 Intradepartmental Transfers

Information

CAPTION

2009 - Pct. #4 Administration (1204)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1204-431-00-124-005-0-XXX
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available account balance as of 05/13/2009 671-->425

Attachments

Link: [Transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/13/2009 11:22 AM	APRV
2	JC Carreon	JC Carreon	05/13/2009 02:35 PM	APRV
3	Auditor's Office		05/15/2009 05:53 PM	NEW

Form Started By: Jr. Munoz

Started On: 05/13/2009 10:29 AM

Final Approval Date: 05/15/2009

DATE: 05/13/09 **AI#** _____
DEPARTMENT HEAD: Commissioner Oscar L. Garza Jr.
DEPARTMENT NAME: Hidalgo County Pct. #4 - Administration
ACCOUNT NUMBER: 9-1204-431-00-124-005-0-XXX
SUBJECT: Intra-departmental Transfer/s
Contact Person: Rumaldo Munoz Jr. **Ph# :** 956-383-3112

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intra-departmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

FROM	OBJECT NAME	TO	OBJECT NAME	AMOUNT
671	Bldg & R&M Suppl	425	Pest Control	320.00
			TOTAL	320.00

REASON: To cover expected expenses.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /

DATE

ATTEST COUNTY CLERK

AI-15465
Intra- CAP
CC CONSENT

2.NN.

Date: 05/19/2009
Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For: Agapito Vargas
Department: COLONIA ACCESS PROGRAM
Agenda Category: Budget and Management
Purchasing only: Interdepartmental Transfers

Information

CAPTION

2009 - Colonia Access Program (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009
FUNDS AVAILABLE Y/N?: Y
BUDGETARY IMPACT:
745 --> 665 \$600.00
Available balance as of 5/15/09 \$1,650.00

ACCT. #: 9-1200-431-00-115-042-0-XXX
MATCHING FUNDS Y/N?:

Attachments

Link: [Intra- CAP](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Dina Trevino	Dina Trevino	05/15/2009 04:53 PM	APRV
2	Veronica Lopez	Veronica Lopez	05/15/2009 05:02 PM	APRV
3	Budget & Management	Veronica Lopez	05/15/2009 05:05 PM	APRV
4	JC Carreon	JC Carreon	05/15/2009 05:11 PM	APRV
5	Auditor's Office		05/15/2009 05:53 PM	NEW

Form Started By: Marcie Jackson

Started On: 05/13/2009 01:29 PM

Final Approval Date: 05/15/2009

DATE: May 15, 2009

2009
Transfer



DEPARTMENT HEAD: Agapito Vargas

DEPARTMENT NAME: Colonia Access Program for CAP (1200)

ACCOUNT NUMBER: 9-1200-431-00-115-042-0-XXX

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
745	Colonia Access Program- Computer Equip	665	Colonia Access Program- Minor Computer Equip	\$600.00
TOTAL				\$600.00

REASON:
Transfer from Colonia Access Program- Computer Equip to Colonia Access Program- Minor Computer Equip in the amount of \$600.00 to purchase monitor.

Approved by

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-15430

4.A.

April 2009 Fee Report

CC CONSENT

Date: 05/19/2009
Submitted By: Norma Martinez, DISTRICT CLERK
Submitted For: Norma Martinez
Department: DISTRICT CLERK
Agenda Category: Monthly Fee Reports

Information

CAPTION

District Clerk:
Approval of monthly fees report for the month of April 2009.

BACKGROUND

Fiscal Impact

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

Attachments

Link: [District Clerk Fee Report](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/12/2009 08:03 AM	APRV
2	Ivan Cantu	Ivan Cantu	05/12/2009 01:54 PM	APRV
3	Auditor's Office		05/15/2009 05:53 PM	NEW

Form Started By: Norma Martinez
Started On: 05/11/2009 02:52 PM
Final Approval Date: 05/15/2009

HIDALGO COUNTY DISTRICT CLERK MONTHLY FEE REPORT

PAGE 1 OF 3

FOR THE MONTH OF APRIL 2009

DISTRICT COURT FEES (LGC 133.151(a)(1)&(a)(2))

			# OF CASES				
DIVORCE & FAMILY LAW CASES	\$ 14,365.00						
LESS: PARTIAL PAYMENT	\$ 100.00	\$ 14,265.00	# 317	X \$45.00	= \$ 14,265.00	1100-207-20-000-051-0-000	\$ 14,265.00
OTHER THAN DIVORCE/FAMILY	\$ 12,850.00						
LESS: PARTIAL PAYMENT	\$ -	\$ 12,850.00	# 257	X \$50.00	= \$ 12,850.00	1100-207-20-000-052-0-000	\$ 12,850.00
INDIGENT LEGAL SERVICES (LGC 133.152 (a)(1)-(2))	\$ 360.00						
DIVORCE & FAMILY LAW CASES	\$ -	\$ 360.00	# 72	FAMILY X \$5.00	= \$ 360.00		
LESS: PARTIAL PAYMENT	\$ -						
OTHER THAN DIVORCE/FAMILY	\$ 790.00						
LESS: PARTIAL PAYMENT	\$ -	\$ 790.00	# 79	CIVIL X \$10.00	= \$ 790.00	1100-207-20-000-050-0-000	\$ 1,150.00
JUDICIAL SUPPORT FEE (LGC 133.154) @37.00AFTER 12/1/05			# 14	CASES	= \$ 518.00		
JUDICIAL SUPPORT FEE (LGC 133.154) @\$42.00AFTER 1/1/08			# 549	CASES	= \$ 23,058.00	1100-207-20-000-055-0-000	\$ 23,576.00
FAMILY PROTECTION FEE (GC 51.961) AFTER 6/15/07@\$15.00						1100-341-10-090-011-0-000	\$ 3,915.00
CLERK COST (GC 51.317(b)(1)&(b-1))	\$ 28,744.00						
OTHER CLERK COST (GC51.317-319)	\$ 18,760.00				\$ 47,504.00		
TIME PAYMENT (LGC 133.103) @\$10.00					\$ 1,588.30		
PHOTO & CERTIFIED COPIES (GC 51.318(b)(7)-(8))					\$ 8,929.00		
OTHER FEES:							
REGISTRY ADMINISTRATION FEE (LGC 117.055)					\$ 390.77		
REGISTRY ADMINISTRATION INTEREST (LGC 117.054)					\$ 2,708.62		
NSF CHECK FEE (LGC 118.141)					\$ -		
TOTAL CLERK'S FEES						1100-341-10-090-001-0-000	\$ 61,120.69

INTEREST EARNED FOR THE MONTH OF APRIL 2009

COURT FEES:	DISTRICT ATTORNEY (CCP 102.008)					1100-361-11-000-005-0-000	\$ 5,877.53
	DISTRICT ATTORNEY BOND FORFEITURES COMMISSIONS (GC 41.005)					1100-341-10-090-007-0-000	\$ 175.82
	PROTECTIVE ORDER (D.A. FEES, FC 71.04) @\$150.00					1100-341-10-090-008-0-000	\$ -
	TIME PAYMENT ADMINISTRATION OF JUSTICE (LGC 133.103) @\$ 2.50					1100-341-10-090-002-0-000	\$ 397.08
	TIME PAYMENT (LGC 133.103) @ \$12.50					1100-207-20-000-005-0-000	\$ 1,985.38
	LOCAL (CRIMINAL) TRANSACTION FEE (CCP 102.072)@\$2.00					1100-341-10-090-003-0-000	\$ 2,806.00
	APPELLATE JUD. SYS. FUND (GC 22.2141) @\$5.00					1100-207-20-000-001-0-000	\$ 2,505.00
	MASTER COURT FEES (14.82gFC) @\$7.00					1100-341-10-090-004-0-000	\$ -
	JURY FEES (CCP 102.004) @\$30.00					1100-341-10-090-006-0-000	\$ 5,579.35
	PASPORT EXECUTION FEE @\$25.00					1100-341-10-090-013-0-000	\$ 15,275.00
	PASPORT PHOTO FEE @\$15.00					1100-341-10-090-014-0-000	\$ 3,210.00
	SHERIFF FEES (CCP 102.011) \$ 12,797.00						
	SHERIFF FEES (HCSO) \$ 4,409.11					1100-342-10-90-001-0-000	\$ 17,206.11
	CONSTABLE FEES(CCP 102.011)						

	PCT. 1					1100-342-10-291-000-0-000	\$ -
	PCT. 2					1100-342-10-292-000-0-000	\$ -
	PCT. 3					1100-342-10-293-000-0-000	\$ -
	PCT. 4					1100-342-10-294-000-0-000	\$ -
	PCT. 5					1100-342-10-295-000-0-000	\$ -
	PUBLIC DEFENSE ATTY'S FEES (CCP 26.05)					1100-351-20-090-001-0-000	\$ 16,225.40
	FINES (LGC 113.004)					1200-351-10-090-000-0-000	\$ 79,274.55
	BOND FORFEITURES (CCP 22.16)					1200-352-10-090-001-0-000	\$ -
	COURTHOUSE SECURITY FUND (291.008 LGC/102.017 CCP)					1241-341-10-090-001-0-000	\$ 3,301.48
	# CIVIL FILINGS X \$5.00 = \$ 2,535.00						
	# FELON. CONV.X \$5.00 = \$ 766.48						
	# MISD.CONV. X \$3.00 = \$ -						
	COUNTY RECORDS MANAGEMENT & PRESERVATION (GC 51.317/ CCP 102.005)					1238-341-20-090-001-0-000	\$ 6,070.82
	# CIVIL FILINGS X \$5.00 = \$ 2,850.00						
	# CRIM CONV. X \$22.50 = \$ 3,220.82						
	DISTRICT CLERK RECORDS MANAGEMENT & PRESERVATION (GC 51.317 (b)(4))					1235-341-10-090-000-0-000	\$ 3,162.77
	# CIVIL FILINGS X \$5.00 = \$ 2,828.00						
	# CRIM FILINGS X \$2.50 = \$ 334.77						
	COURT REPORTER SERVICE FEE (GC 51.601) @\$15.00					1239-341-10-090-001-0-000	\$ 7,684.54
	JUVENILE DELINQUENCY PREVENTION FUND (CCP 102.0171) @\$5.00					1240-341-10-090-001-0-000	\$ -
	LAW LIBRARY FEES (LGC 323.023) @\$30.00					1247-341-10-090-001-0-000	\$ 15,155.00

OTHER COURT FEES:

CRIMINAL CLERK FEE (CCP ART. 102.005)	\$ 5,775.28	
LAW ENFORCEMENT LAB COSTS(CCP ART 42.12 SEC 11)	\$ 1,093.00	
CRIME STOPPERS - ADULT PROBATION DEPT.	\$ 52.00	
MOTHERS AGAINST DRUNK DRIVING	\$ 142.01	
WOMEN TOGETHER EMERGENCY SHELTER	\$ -	
ESTRELLA'S HOUSE	\$ -	
ATTORNEY AD-LITEM	\$ 750.00	

SUBTOTAL	\$ 7,812.29	
LESS: LAW ENFORCEMENT LAB COSTS	\$ (1,093.00)	
LESS: CRIME STOPPERS	\$ (52.00)	
LESS: MOTHERS AGAINST DRUNK DRIVING	\$ (142.01)	
LESS: WOMEN TOGETHER EMERGENCY SHELTER	\$ -	
LESS: ESTRELLA'S HOUSE	\$ -	
LESS: ATTORNEY AD-LITEM	\$ (750.00)	
TOTAL OTHER COURT FEES	\$ 5,775.28	1100-341-10-090-005-0-000

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HIDALGO COUNTY DISTRICT CLERK MONTHLY FEE REPORT

PAGE 2 OF 3

FOR THE MONTH OF APRIL 2009

1/1/04
 CONSOLIDATED COURT COST(LGC133.102) FEL@ \$133.00 A&B MISD@ \$83.00 MISD@ \$40.00 1100-207-20-000-015-0-000 \$ 19,430.04
 9/1/97-12/31/03 (CCP102.075(a))
 FEL@ \$80.00 A&B MISD@ \$40.00 MISD@ \$17.00

CRIMINAL JUSTICE FEES (CCP 102.51)	PRIOR 8/31/97 FEL @ \$20.00 MISD @ \$10.00	1100-207-20-000-003-0-000	\$ -
BREATH ALCOHOL TESTING (CCP 102.016)	9/1/91-8/31/97 @ \$30.00	1100-207-20-000-006-0-000	\$ -
COMPREHENSIVE REHABILITATION (CCP 102.81)	9/1/91-8/31/97 @ \$25.00	1100-207-20-000-008-0-000	\$ -
LAW ENFORCE EDUC. FUND(GC 415.082)	PRIOR 8/29/93@ \$1.00, 8/30/93-8/31/95 @ \$1.50	1100-207-20-000-011-0-000	\$ -
CRIME STOPPERS (CCP 102.013) @ \$2.00	9/1/95-8/31/97 @ \$3.50	1100-207-20-000-014-0-000	\$ -
ABUSED CHILDREN'S COUNSELING (CCP 37.072)	9/1/89-8/31/97 @ \$2.00	1100-207-20-000-016-0-000	\$ -
JUVENILE CRIME & DELIQUENCY(CCP 102.075 (m))	9/1/97-8/31/01 @ \$0.25, 9/1/01-12/31/03 @ \$0.50	1100-207-20-000-007-0-000	\$ 3.10
FUGITIVE APPREHENSION FUND (CCP 102.19)	9/1/97-12/31/03 @ \$5.00	1100-207-20-000-009-0-000	\$ 48.33
CRIME VIC. COMP. FUND (CCP 56.55)	9/1/85-8/31/93 FEL @ \$20.00 MISD @ \$15.00	1100-207-20-000-017-0-000	\$ 333.46
JUDICIAL&COURT PERSON. TRAINING (GC 56.001)	9/1/93-12/31/03 FEL @ \$45.00 MISD @ \$35.00	1100-207-20-000-027-0-000	\$ 13.99
CORRECTIONAL MGMT INST OF TX (CCP 102.075(n))	9/1/01-12/31/03 @ \$0.50	1100-207-20-000-029-0-000	\$ 2.05

STATE AGENCY ARREST FEES (CCP 102.011, LGC 133.104)

DPS: @ \$35.00	1100-207-20-000-019-0-000	\$ 741.39
TABC: @ \$35.00	1100-207-20-000-020-0-000	\$ 21.87
P&W: @ \$35.00	1100-207-20-000-021-0-000	\$ -
DNA TESTING FEE (CCD 102.020, GC 411.1471(a)(1) or (a)(2) \$250.00, GC 411.1471(a)(3) \$50.00)	1100-207-20-000-030-0-000	\$ 738.74
JUVENILE PROBATION DIVERSION FUND (FC ART 54.0411) @ \$20.00	1100-207-20-000-033-0-000	\$ -
JURY SERVICE FUND (SB 1704) @ \$4.00	1100-207-20-000-053-0-000	\$ 520.11
JUDICIAL SUPPORT FEE - STATE -(LGC 133.105) @ \$3.40	1100-207-20-000-054-0-000	\$ 623.90
JUDICIAL SUPPORT FEE - COUNTY -(LGC 133.105) @ \$0.60	1100-341-10-090-009-0-000	\$ 80.08
STATE TRAFFIC FEE (TRC 542.4031) AFTER 9/1/03 @ \$30.00	1100-207-20-000-035-0-000	\$ -
NONDISCLOSURE FEE (GC 411.081(d)-(h)) # 12 cases AFTER 9/1/03 @ \$28.00	1100-207-20-000-037-0-000	\$ 336.00
EXPUNGMENT OF OFFENSES FOR MINORS (CCP 102.006 AND GC103.021) AFTER 1/1/06 @ \$30.00	1100-341-10-090-010-0-000	\$ -
DRUG COURT FEE-COUNTY (CCP 102.0178) AFTER 6/15/07	1100-341-10-090-012-0-000	\$ 1,225.64
DRUG COURT FEE-STATE (CCP 102.0178) AFTER 6/15/07	1100-207-20-000-058-0-000	\$ 1,225.65
EMS TRAUMA FUND (CCP 102.0185 PC CHAP.49) AFTER 1/1/04 @ \$100.00	1100-207-20-000-038-0-000	\$ 3,042.95
Indigent Defense Representation Fund (LGC 133.107) AFTER 1/1/08 @ \$ 2.00	1100-207-20-000-059-0-000	\$ 186.14
COUNTY CHILD ABUSE PREVENTION FUND (CCP 102.0186) AFTER 1/1/06 @ \$100.00	1234-341-10-090-000-0-000	\$ 268.42
MENTAL HEALTH EXPERTS COMPENSATION	1100-360-00-000-000-0-000	\$ -
RESTITUTION FEE / STATE (CCP 42.037) AFTER 1/1/06 @ \$6.00	\$ -	\$ -
RESTITUTION FEE / COUNTY (CCP 42.037) AFTER 1/1/06 @ \$6.00	\$ -	\$ -
DUE TO GENERAL (95' COMPTROLLER AUDIT)	1100-360-00-000-000-0-000	\$ -
TOTAL FEES COLLECTED FOR PAYMENT TO COUNTY TREASURER	1100-227-30-000-019-0-000	\$ 337,385.66

TOTAL CASH RECEIVED \$ 358,176.15

LESS: AMOUNT PAID TO COUNTY TREASURER \$ 337,385.66

AMOUNT DUE TO COUNTY TREASURER \$ -

AMOUNT OVERPAID TO COUNTY TREASURER \$ -

OTHER DISBURSEMENTS \$ 3,263.00

TOTAL DISBURSEMENTS \$ 340,648.66

NET AMOUNT AVAILBLE FOR DEPOSIT TO CLERK'S FEE ACCOUNT \$ 17,527.49

PROOF:

AMOUNT RECEIVED:	\$ 1,651.75
AMOUNT LIQ.:	\$ (1,673.00)
PARTIAL PAYMENT: DISTRICT & FAMILY LAW CASES	\$ 100.00
PARTIAL PAYMENT: OTHER THAN DIVORCE/FAMILY LAW CASES	\$ -
PARTIAL PAYMENT: INDIGENT LEGAL SERVICE FEE	\$ -
CRIME STOPPERS (ADULT PROBATION):	\$ 52.00
LAW ENFORCEMENT LAB COSTS (DPS):	\$ 1,093.00
MOTHERS AGAINST DRUNK DRIVING	\$ 142.01
WOMEN TOGETHER EMERGENCY SHELTER	\$ -
ESTRELLA'S HOUSE	\$ -
ATTORNEY AD-LITEM	\$ 750.00
ADULT PROBATION:	\$ 15,411.73
SHORTAGE/OVERAGE	\$ -
NET AMOUNT	\$ 17,527.49

ADM
8/8

HIDALGO COUNTY DISTRICT CLERK MONTHLY FEE REPORT

PAGE 3 OF 3

FOR THE MONTH OF APRIL 2009

REMITTANCES TO COUNTY TREASURER:

	DATE	CHECK NUMBER	AMOUNT	TREASURER REC #
CIVIL1)	04/14/09	36886	\$ 21,982.70	127842
CIVIL2)	04/20/09	36917	\$ 39,412.11	127974
CIVIL3)	04/28/09	36938	\$ 49,678.90	128215
CIVIL4)	04/28/09	36936	\$ 6,945.00	128213
CIVIL5)	05/06/09	36962	\$ 42,564.16	0
CIVIL6)		0	\$ 30,324.05	0
CIVIL6)		0	\$ -	0
CIVIL6)		0	\$ -	0
CRM1)	04/01/09	36863	\$ 5,745.00	127745
CRM2)	04/14/09	36887	\$ 10,341.00	127843
CRM3)	04/08/09	36916	\$ 31,373.49	127973
CRM4)	04/09/09	36915	\$ 7,698.00	127972
CRM5)	04/14/09	36925	\$ 19,660.25	128001
CRM6)	04/28/09	36937	\$ 13,076.00	128214
CRM7)	05/04/09	36956	\$ 24,838.00	0
CRM8)		0	\$ 10,746.00	0
CRM9)			\$ 17,037.00	0
CRM10)			\$ 5,964.00	

TOTAL AMOUNT OF REMITTANCES

=====

\$ 337,385.66

=====

PREPARED BY

[Signature] 5/16/09

BOOKKEEPER

DATE

REVIEWED BY

[Signature] 5/16/09

ACCOUNTANT

DATE

THIS REPORT HAS BEEN PERSONALLY REVIEWED BY ME AND I CERTIFY IT TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

[Signature] 5/11/09

INTERNAL AUDIT

[Signature] 5/11/09

DISTRICT CLERK SIGNATURE

DATE

THIS REPORT IS DUE IN THE COUNTY AUDITOR BEFORE THE FIFTH (5) WORKING DAY OF THE FOLLOWING MONTH.

COUNTY AUDITOR'S FORM ARS-DC-002, 01/2006

AI-15454

4.B.

April 2009 Monthly Reports

CC CONSENT

Date: 05/19/2009
Submitted By: Delia Rodriguez, COUNTY CLERK
Submitted For: Delia Rodriguez
Department: COUNTY CLERK
Agenda Category: Monthly Fee Reports

Information

CAPTION

Co. Clerk:
Approval of monthly fees & court costs reports for the month of April 2009.

BACKGROUND

Attached reports:
Fee Account
Criminal Court Costs
Civil & Probate Court Costs

Fiscal Impact

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

Attachments

Link: [report](#)
Link: [April 2009 Monthly Reports](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/13/2009 11:19 AM	APRV
2	Ivan Cantu	Ivan Cantu	05/13/2009 04:44 PM	APRV
3	Auditor's Office		05/15/2009 05:53 PM	NEW

Form Started By: Delia Rodriguez
Started On: 05/13/2009 10:19 AM
Final Approval Date: 05/15/2009



ARTURO GUAJARDO, JR.

HIDALGO COUNTY CLERK

TO: Monica Badillo, Agenda Coordinator
FROM: Arturo Guajardo, Jr., County Clerk
DATE: May 12, 2009
SUBJECT: Commissioners' Court Consent Agenda

I am hereby requesting that you please place the following item on the Commissioners' Court Consent Agenda set for May 19, 2009.

FEE AND COURT COST MONTHLY REPORTS FOR APRIL, 2009
AS FOLLOWS:

FEE ACCOUNT	\$ 305,086.00
CRIMINAL COURT COST	\$ 139,819.13
CIVIL & PROBATE COURT	<u>\$ 108,593.52</u>
TOTALS APRIL 2009 COLLECTIONS	<u>\$ 553,498.65</u>

If you have any questions please do not hesitate to contact me.

AG/bs

COUNTY CLERK MONTHLY FEE REPORT
APRIL 09
*****COUNTY CLERK FEE ACCOUNT*****

RECORDING FEES/LGC118.013,118.011,212.004,BCC36.10.....		\$133,537.70
MARRIAGE LICENSES/LGC118.018 (TOTAL).....		\$9,597.50
STATE COMPTROLLER		
MARRIAGE LICENSE.....	# Filed 317	\$9,510.00
BIRTH CERTIFICATES.....	# Filed 1109	\$1,996.20
BIRTH DSHS.....	# Filed 20	\$36.60
DECLARATION OF INFORMAL MARRIAGE.....	# Filed 7	\$87.50
UCC-FINANCING STATEMENTS/BCC9.403.....		\$915.00
LAMINATION.....		\$130.00
VITAL STATISTICS/LGC 118.015.....		
CERTIFIED COPIES/LGC 118.014.....		\$38,086.20
RETURNED CHECK CHARGE/LGC 118.0215.....		\$50.00
REFUNDS.....		\$1,381.60
BEER & WINE PERMITS/ABC 61.31.....		\$0.00
PRINTER FEES/ABC 61.38.....		\$1,640.80
RECEIVED ON ACCOUNT.....		\$57,290.20
RCRDS MGMT & PRESERVATION PRGM/LGC 118.0216.....		\$47,215.00
DIGITAL IMAGE FEES.....		\$4,500.00
CC RECORDS ARCHIVES FEE LGC 118.025.....		\$50,231.00
COURTHOUSE SECURITY FUND/LGC 291.008.....		\$9,789.00
VITAL ARCHIVE FEE HSC 191.0045(h).....		\$1,781.00
OVER/(SHORT).....		\$4.00
INTEREST EARNED.....		\$0.00
ADJUSTMENTS.....		\$0.00
TOTAL CHARGES AND COLLECTIONS.....		<u>\$367,779.30</u>
LESS:		
CHARGES ON ACCOUNT.....		<u>\$59,630.30</u>
TOTAL DEPOSITED IN BANK.....		<u>\$308,149.00</u>
LESS:		
PRINTERS FEES/ABC 61.38.....		\$1,640.80
BIRTH DSHS.....		\$36.60
REFUNDS.....		\$1,381.60
OVER/(SHORT).....		\$4.00
SUBTOTAL.....		<u>\$3,063.00</u>
DUE TO TREASURER.....		<u>\$305,086.00</u>
DISTRIBUTION:		
COUNTY CLERK FEES.....	1100-341-10-180-002-0-000	\$179,976.30
INTEREST EARNED.....	1100-361-11-000-006-0-000	\$0.00
RCRDS MGMT & PRESERVATION PRGRM/LGC 118.0216....	1237-341-10-180-000-0-000	\$47,215.00
DIGITAL IMAGE FEES.....	1100-341-10-180-013-0-000	\$4,500.00
CC RECORDS ARCHIVE FEE LGC 118.025.....	1100-341-10-180-005-0-000	\$50,231.00
COURTHOUSE SECURITY FUND/LGC 291.008.....	1241-341-10-180-001-0-000	\$9,789.00
COMPTR OF PUBLIC ACCTS-MARR FEES (MONTHLY)/LGC 118.022(a).....	1100-207-20-000-040-0-000	\$9,510.00
COMPTR OF PUBLIC ACCTS-BIRTH/DEATH CERT (QUARTERLY)/LGC 118.015(b).....	1100-207-20-000-039-0-000	\$1,996.20
COMPTR OF PUBLIC ACCTS-DECLARATION OF INFORMAL MARRIAGE/LGC 118.022(a).....	1100-207-20-000-041-0-000	\$87.50
PRESERVATION OF VITAL STATISTICS HSC 191.0045(h).....	1100-341-10-180-010-0-000	\$1,781.00
DISTRIBUTION TOTAL:		\$0.00
COUNTY AUDITOR'S FORM: ARS-CC-002, PART I		<u>\$305,086.00</u>
REVISED 2004		

PREPARED BY:

Mary Ceballos ² *5/07/09*
 MARY CEBALLAR DEPUTY CLERK DATE

APPROVAL:

Arturo G. Jaramo, Jr. *5/12/09*
 COUNTY CLERK ARTURO G. JARAMO, JR. DATE

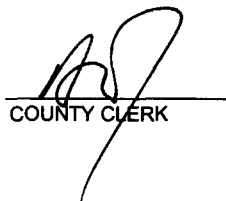
**HIDALGO COUNTY CLERK
CIVIL AND PROBATE COURT COST
MONTHLY REPORT
APRIL 2009**

County Clerk/CCP102.005,LGC118.052,LGC118.015	1100-341-10-180-002-0-000	\$25,932.66
Sheriff/CCP 102.011	1100-342-10-180-001-0-000	\$6,240.00
County Judge/LGC 118.101.....	1100-341-10-180-001-0-000	\$292.00
Library/LGC 323.023.....	1247-341-10-180-001-0-000	\$9,000.00
Stenographer/GC 25.1102f.....	1100-341-10-180-006-0-000	\$7,060.00
Jury Fees/CCP102.004-5,CP RULE 216,GC51.60A.....	1100-341-10-180-008-0-000	\$1,958.00
Jury - County Clerk.....	1100-341-10-180-008-0-000	\$0.00
Jud. & Cr. Personnel Tr. Fd./GC56.001 MISD @ \$1.00	1100-207-20-000-027-0-000	\$0.00
Probate Judge Education Fd/LGC 118.064	1100-341-10-180-007-0-000	\$183.00
General Fund Miscellaneous Revenues	1100-360-00-000-000-0-000	\$0.00
Indigent Civil Legal Services/G.C. 51.901 @ \$5.00 & \$10.00.....	#Cases 298 1100-207-20-000-048-0-000	\$1,490.00
Probate Indigent Civil Legal Services/G.C. 51.901 @ \$5.00 & \$10	#Cases 63 1100-207-20-000-047-0-000	\$315.00
Court Reporter Service Fee/GC51.601.....	1239-341-10-180-001-0-000	\$4,500.00
Bond Forfeitures/CCP22.16.....	1200-352-10-180-001-0-000	\$8,738.20
County Records Mgmt Preservation/LGC118.0546, 118.052, CCP102.005 MISD @ \$5.00, @ \$10.00	1238-341-20-180-001-0-000	\$1,805.00
Courthouse Security Fund/LGC 291.007 MISD @ \$1.00, @ \$3.00, @ \$5.00	1241-341-10-180-001-0-000	\$1,805.00
Judicial Fund/Civil CC Stat./GC51.702.....	# Cases 298 1100-207-20-000-043-0-000	\$11,920.00
Judicial Fund - Civil Support	# Cases 300 1100-207-20-000-055-0-000	\$12,506.00
Judicial Fund/Civil CC Stat. Probate/GC51.702.....	# Cases 63 1100-207-20-000-042-0-000	\$2,520.00
SCIG-Probate Filing Fee	# Cases 62 1250-341-10-180-001-0-000	\$1,160.00
Appellate Judicial System Fund GC 22.2141.....	1100-207-20-000-001-0-000	\$1,805.00
District Attorney Bond Forfeitures Commission.....	1100-341-10-080-011-0-000	\$1,027.90
Registry Administration Fee/LGC 117.055.....	1100-341-10-180-002-0-000	\$6,185.16
Non-Disclosure Fee / GC 411.081(d).....	# Cases 2 1100-207-20-000-037-0-000	\$56.00
Interest Earnings.....	1100-361-11-000-006-0-000	\$424.60
E-File Fee.....	1100-341-10-180-002-0-000	\$406.00
TOTAL DUE TO TREASURER		\$107,329.52
Refunds Due		\$1,264.00
OVER (SHORT)		\$0.00
SUBTOTAL		\$1,264.00
TOTAL COUNTY CLERK COLLECTIONS		\$108,593.52

PREPARED BY:


IRISELA MCNAMER 05/01/09
DATE

APPROVAL:



COUNTY CLERK 05/01/09
DATE

**HIDALGO COUNTY CLERK
CRIMINAL COURT COST
FOR THE MONTH OF APRIL 2009**

County Clerk/CCP102.005,LGC118.052,LGC118.015	1100-341-10-180-002-0-000	\$9,398.65
Sheriff/CCP 102.011	1100-342-10-180-001-0-000	\$3,212.14
District Attorney/CCP 102.008	1100-341-10-180-009-0-000	\$5,886.74
Fines/LGC 113.004	1200-351-10-180-000-0-000	\$55,527.09
Trial Fees/CCP 102.003	1100-341-10-180-006-0-000	\$0.00
Stenographer/GC 25.1102f	1100-341-10-180-006-0-000	\$4,683.42
Crim.Just.Plan.Fd./CCP 102.051 MISD @ \$ 5.00, @ \$10.00	1100-207-20-000-003-0-000	\$0.00
L.E.O.S.E/GC415.082 .. MISD @ \$1.00, @ \$1.50, @ \$3.50	1100-207-20-000-011-0-000	\$0.00
Comp. To Victims Of Crime Fd./CCP 56.55 MISD @ \$3.00, @ \$5.00 @ \$10.00, @ \$12.50, @ \$15.00, @ \$35.00 (CVC)	1100-207-20-000-017-0-000	\$105.31
Arrest Fees - State Agency/CCP 102.011		
D.P.S. MISD @ \$3.00, @ \$5.00, @ \$12.00, @ \$35.00	1100-207-20-000-019-0-000	\$273.56
T.A.B.C. MISD @ \$3.00, @ \$5.00, @ \$12.00, @ \$35.00	1100-207-20-000-020-0-000	\$15.00
Jury Service Fee	1100-207-20-000-053-0-000	\$904.38
Jury - County Clerk	1100-341-10-180-008-0-000	\$44.00
Jud. & Cr. Personnel Tr. Fd./GC56.001 MISD @ \$1.00	1100-207-20-000-027-0-000	\$6.01
Probate Judge Education Fd/LGC 118.064	1100-341-10-180-007-0-000	\$0.00
Crime Stoppers Assistance Fund/CCP102.013	1100-207-20-000-014-0-000	\$0.00
State General Revenue/CCP102.015	1100-207-20-000-010-0-000	\$0.00
Comp. Rehab Fund/CCP 102.081 MISD @ \$5.00, @ \$25.00	1100-207-20-000-008-0-000	\$0.00
Breath Alcohol Testing/CCP102.016	1100-207-20-000-006-0-000	\$0.00
County Records Mgmt Preservation/LGC118.0546, 118.052, CCP102.005 MISD @ \$5.00, @ \$10.00	1238-341-20-180-001-0-000	\$5,226.33
Records Management Preservation - CC	1237-341-10-180-000-0-000	\$565.11
Courthouse Security Fund/LGC 291.007 MISD @ \$1.00, @ \$3.00, @ \$5.00	1241-341-10-180-001-0-000	\$701.40
Judicial Fund/Criminal CC Stat./GC51.702	# Cases 224	\$3,503.43
Consolidated Court Cost(CCC) CCP 102.075 MISD A,B @ \$40.00/C @ \$17.00	1100-207-20-000-046-0-000	\$19,288.05
Fugitive Apprehension Fund (FA)/CCP 102.019 @ \$5.00	1100-207-20-000-015-0-000	\$15.05
Correctional Management Institute (CMI)	1100-207-20-000-029-0-000	\$1.01
Appellate Judicial System Fund GC 22.2141	1100-207-20-000-001-0-000	\$0.00
LAB FEE		\$0.00
DDCF-Drug Court Fund/CCP Art.102.0178 GC Art.102.0215 @ \$50	1100-207-20-000-058-0-000	\$6,154.26
DNA TESTING FEE /CCP 102.020	1100-207-20-000-030-0-000	\$2.63
Juvenile Crime & Delinquency(JCD)/CCP 102.75(m) @ \$0.25	1100-207-20-000-007-0-000	\$1.26
Time Payment/GC 51.921 @ \$12.50	1100-207-20-000-005-0-000	\$2,116.85
Time Payment/GC 51.921 @ \$10.00 Appropriation	1100-341-10-180-002-0-000	\$1,693.47
Time Payment/GC 51.921 @ \$2.50 Admin. Of Justice	1100-341-10-180-003-0-000	\$423.39
Juvenile Delinquency Prevention Fund/CCP 102.0171 (Graffiti Eradication)	1240-341-10-180-001-0-000	\$0.00
Delinquent Fee	1100-202-00-000-004-0-000	\$143.70
Local Transaction Fee	1100-341-10-180-004-0-000	\$1,402.77
Nondisclosure Fee	# Cases -	\$0.00
EMS Truama Fund/CCP102.0185	1100-207-20-000-037-0-000	\$11,305.61
Public Defense Attorney/CCP26 (Court Ordered Restitution)	1100-207-20-000-038-0-000	\$5,506.47
SJFC	1100-351-20-180-001-0-000	\$135.40
SJFS	1100-341-10-180-012-0-000	\$1,144.19
IDR	1100-207-20-000-054-0-000	\$375.45
Child Safety/CCP 102.01 @ 20.00	1100-207-20-000-059-0-000	\$0.00
Constable/CCP 102.011	1100-341-10-080-005-0-000	\$0.00
SUBTOTAL COURT COSTS.....	1100-342-10-291-000-0-000	\$139,762.13
Refunds on Probate, etc.		\$57.00
Attorney Ad Litem Fees/CP RULE 308a		\$0.00
OVER (SHORT)		(\$0.00)
SUBTOTAL		\$57.00
TOTAL COUNTY CLERK COLLECTIONS		\$139,819.13

PREPARED BY:

IRISELA MCNAMER
IRISELA MCNAMER

05/01/09
DATE

APPROVAL:

[Signature]
COUNTY CLERK

05/01/09
DATE



ARTURO GUAJARDO, JR.

HIDALGO COUNTY CLERK

TO: Monica Badillo, Agenda Coordinator
FROM: Arturo Guajardo, Jr., County Clerk
DATE: May 12, 2009
SUBJECT: Commissioners' Court Consent Agenda

I am hereby requesting that you please place the following item on the Commissioners' Court Consent Agenda set for May 19, 2009.

FEE AND COURT COST MONTHLY REPORTS FOR APRIL, 2009
AS FOLLOWS:

FEE ACCOUNT	\$ 305,086.00
CRIMINAL COURT COST	\$ 139,819.13
CIVIL & PROBATE COURT	<u>\$ 108,593.52</u>
TOTALS APRIL 2009 COLLECTIONS	<u>\$ 553,498.65</u>

If you have any questions please do not hesitate to contact me.

AG/bs

COUNTY CLERK MONTHLY FEE REPORT
APRIL 09
*****COUNTY CLERK FEE ACCOUNT*****

RECORDING FEES/LGC118.013,118.011,212.004,BCC36.10.....		\$133,537.70
MARRIAGE LICENSES/LGC118.018 (TOTAL).....		\$9,597.50
STATE COMPTROLLER		
MARRIAGE LICENSE.....	# Filed 317	\$9,510.00
BIRTH CERTIFICATES.....	# Filed 1109	\$1,996.20
BIRTH DSHS.....	# Filed 20	\$36.60
DECLARATION OF INFORMAL MARRIAGE.....	# Filed 7	\$87.50
UCC-FINANCING STATEMENTS/BCC9.403.....		\$915.00
LAMINATION.....		\$130.00
VITAL STATISTICS/LGC 118.015.....		
CERTIFIED COPIES/LGC 118.014.....		\$38,086.20
RETURNED CHECK CHARGE/LGC 118.0215.....		\$50.00
REFUNDS.....		\$1,381.60
BEER & WINE PERMITS/ABC 61.31.....		\$0.00
PRINTER FEES/ABC 61.38.....		\$1,640.80
RECEIVED ON ACCOUNT.....		\$57,290.20
RCRDS MGMT & PRESERVATION PRGM/LGC 118.0216.....		\$47,215.00
DIGITAL IMAGE FEES.....		\$4,500.00
CC RECORDS ARCHIVES FEE LGC 118.025.....		\$50,231.00
COURTHOUSE SECURITY FUND/LGC 291.008.....		\$9,789.00
VITAL ARCHIVE FEE HSC 191.0045(h).....		\$1,781.00
OVER/(SHORT).....		\$4.00
INTEREST EARNED.....		\$0.00
ADJUSTMENTS.....		\$0.00
TOTAL CHARGES AND COLLECTIONS.....		<u>\$367,779.30</u>
LESS:		
CHARGES ON ACCOUNT.....		<u>\$59,630.30</u>
TOTAL DEPOSITED IN BANK.....		<u>\$308,149.00</u>
LESS:		
PRINTERS FEES/ABC 61.38.....		\$1,640.80
BIRTH DSHS.....		\$36.60
REFUNDS.....		\$1,381.60
OVER/(SHORT).....		\$4.00
SUBTOTAL.....		<u>\$3,063.00</u>
DUE TO TREASURER.....		<u>\$305,086.00</u>
DISTRIBUTION:		
COUNTY CLERK FEES.....	1100-341-10-180-002-0-000	\$179,976.30
INTEREST EARNED.....	1100-361-11-000-006-0-000	\$0.00
RCRDS MGMT & PRESERVATION PRGRM/LGC 118.0216....	1237-341-10-180-000-0-000	\$47,215.00
DIGITAL IMAGE FEES.....	1100-341-10-180-013-0-000	\$4,500.00
CC RECORDS ARCHIVE FEE LGC 118.025.....	1100-341-10-180-005-0-000	\$50,231.00
COURTHOUSE SECURITY FUND/LGC 291.008.....	1241-341-10-180-001-0-000	\$9,789.00
COMPTR OF PUBLIC ACCTS-MARR FEES (MONTHLY)/LGC 118.022(a).....	1100-207-20-000-040-0-000	\$9,510.00
COMPTR OF PUBLIC ACCTS-BIRTH/DEATH CERT (QUARTERLY)/LGC 118.015(b).....	1100-207-20-000-039-0-000	\$1,996.20
COMPTR OF PUBLIC ACCTS-DECLARATION OF INFORMAL MARRIAGE/LGC 118.022(a).....	1100-207-20-000-041-0-000	\$87.50
PRESERVATION OF VITAL STATISTICS HSC 191.0045(h).....	1100-341-10-180-010-0-000	\$1,781.00
DISTRIBUTION TOTAL:		\$0.00
COUNTY AUDITOR'S FORM: ARS-CC-002, PART I		<u>\$305,086.00</u>
REVISED 2004		

PREPARED BY:

Mary Ceballos ² *5/07/09*
 MARY CEBALLAR DEPUTY CLERK DATE

APPROVAL:

Arturo G. Jajardo, Jr. *5/12/09*
 COUNTY CLERK ARTURO G. AJARDO, JR. DATE

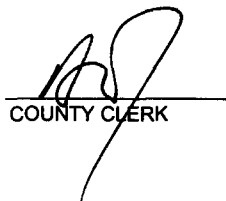
**HIDALGO COUNTY CLERK
CIVIL AND PROBATE COURT COST
MONTHLY REPORT
APRIL 2009**

County Clerk/CCP102.005,LGC118.052,LGC118.015	1100-341-10-180-002-0-000	\$25,932.66
Sheriff/CCP 102.011	1100-342-10-180-001-0-000	\$6,240.00
County Judge/LGC 118.101.....	1100-341-10-180-001-0-000	\$292.00
Library/LGC 323.023.....	1247-341-10-180-001-0-000	\$9,000.00
Stenographer/GC 25.1102f.....	1100-341-10-180-006-0-000	\$7,060.00
Jury Fees/CCP102.004-5,CP RULE 216,GC51.60A.....	1100-341-10-180-008-0-000	\$1,958.00
Jury - County Clerk.....	1100-341-10-180-008-0-000	\$0.00
Jud. & Crt. Personnel Tr. Fd./GC56.001 MISD @ \$1.00	1100-207-20-000-027-0-000	\$0.00
Probate Judge Education Fd/LGC 118.064	1100-341-10-180-007-0-000	\$183.00
General Fund Miscellaneous Revenues	1100-360-00-000-000-0-000	\$0.00
Indigent Civil Legal Services/G.C. 51.901 @ \$5.00 & \$10.00.....	#Cases 298 1100-207-20-000-048-0-000	\$1,490.00
Probate Indigent Civil Legal Services/G.C. 51.901 @ \$5.00 & \$10	#Cases 63 1100-207-20-000-047-0-000	\$315.00
Court Reporter Service Fee/GC51.601.....	1239-341-10-180-001-0-000	\$4,500.00
Bond Forfeitures/CCP22.16.....	1200-352-10-180-001-0-000	\$8,738.20
County Records Mgmt Preservation/LGC118.0546, 118.052, CCP102.005 MISD @ \$5.00, @ \$10.00	1238-341-20-180-001-0-000	\$1,805.00
Courthouse Security Fund/LGC 291.007 MISD @ \$1.00, @ \$3.00, @ \$5.00	1241-341-10-180-001-0-000	\$1,805.00
Judicial Fund/Civil CC Stat./GC51.702.....	# Cases 298 1100-207-20-000-043-0-000	\$11,920.00
Judicial Fund - Civil Support	# Cases 300 1100-207-20-000-055-0-000	\$12,506.00
Judicial Fund/Civil CC Stat. Probate/GC51.702.....	# Cases 63 1100-207-20-000-042-0-000	\$2,520.00
SCIG-Probate Filing Fee	# Cases 62 1250-341-10-180-001-0-000	\$1,160.00
Appellate Judicial System Fund GC 22.2141.....	1100-207-20-000-001-0-000	\$1,805.00
District Attorney Bond Forfeitures Commission.....	1100-341-10-080-011-0-000	\$1,027.90
Registry Administration Fee/LGC 117.055.....	1100-341-10-180-002-0-000	\$6,185.16
Non-Disclosure Fee / GC 411.081(d).....	# Cases 2 1100-207-20-000-037-0-000	\$56.00
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Refunds Due		\$1,264.00
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SUBTOTAL		\$1,264.00
TOTAL COUNTY CLERK COLLECTIONS		\$108,593.52

PREPARED BY:


IRISELA MCNAMER 05/01/09
DATE

APPROVAL:



COUNTY CLERK 05/01/09
DATE

**HIDALGO COUNTY CLERK
CRIMINAL COURT COST
FOR THE MONTH OF APRIL 2009**

County Clerk/CCP102.005,LGC118.052,LGC118.015	1100-341-10-180-002-0-000	\$9,398.65
Sheriff/CCP 102.011	1100-342-10-180-001-0-000	\$3,212.14
District Attorney/CCP 102.008	1100-341-10-180-009-0-000	\$5,886.74
Fines/LGC 113.004	1200-351-10-180-000-0-000	\$55,527.09
Trial Fees/CCP 102.003	1100-341-10-180-006-0-000	\$0.00
Stenographer/GC 25.1102f	1100-341-10-180-006-0-000	\$4,683.42
Crim.Just.Plan.Fd./CCP 102.051 MISD @ \$ 5.00, @ \$10.00	1100-207-20-000-003-0-000	\$0.00
L.E.O.S.E/GC415.082 .. MISD @ \$1.00, @ \$1.50, @ \$3.50	1100-207-20-000-011-0-000	\$0.00
Comp. To Victims Of Crime Fd./CCP 56.55 MISD @ \$3.00, @ \$5.00 @ \$10.00, @ \$12.50, @ \$15.00, @ \$35.00 (CVC)	1100-207-20-000-017-0-000	\$105.31
Arrest Fees - State Agency/CCP 102.011		
D.P.S. MISD @ \$3.00, @ \$5.00, @ \$12.00, @ \$35.00	1100-207-20-000-019-0-000	\$273.56
T.A.B.C. MISD @ \$3.00, @ \$5.00, @ \$12.00, @ \$35.00	1100-207-20-000-020-0-000	\$15.00
Jury Service Fee	1100-207-20-000-053-0-000	\$904.38
Jury - County Clerk	1100-341-10-180-008-0-000	\$44.00
Jud. & Cr. Personnel Tr. Fd./GC56.001 MISD @ \$1.00	1100-207-20-000-027-0-000	\$6.01
Probate Judge Education Fd/LGC 118.064	1100-341-10-180-007-0-000	\$0.00
Crime Stoppers Assistance Fund/CCP102.013	1100-207-20-000-014-0-000	\$0.00
State General Revenue/CCP102.015	1100-207-20-000-010-0-000	\$0.00
Comp. Rehab Fund/CCP 102.081 MISD @ \$5.00, @ \$25.00	1100-207-20-000-008-0-000	\$0.00
Breath Alcohol Testing/CCP102.016	1100-207-20-000-006-0-000	\$0.00
County Records Mgmt Preservation/LGC118.0546, 118.052, CCP102.005 MISD @ \$5.00, @ \$10.00	1238-341-20-180-001-0-000	\$5,226.33
Records Management Preservation - CC	1237-341-10-180-000-0-000	\$565.11
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Judicial Fund/Criminal CC Stat./GC51.702	# Cases 224	\$3,503.43
Consolidated Court Cost(CCC) CCP 102.075 MISD A,B @ \$40.00/C @ \$17.00	1100-207-20-000-046-0-000	\$19,288.05
Fugitive Apprehension Fund (FA)/CCP 102.019 @ \$5.00	1100-207-20-000-015-0-000	\$15.05
Correctional Management Institute (CMI)	1100-207-20-000-029-0-000	\$1.01
Appellate Judicial System Fund GC 22.2141	1100-207-20-000-001-0-000	\$0.00
LAB FEE		\$0.00
DDCF-Drug Court Fund/CCP Art.102.0178 GC Art.102.0215 @ \$50	1100-207-20-000-058-0-000	\$6,154.26
DNA TESTING FEE /CCP 102.020	1100-207-20-000-030-0-000	\$2.63
Juvenile Crime & Delinquency(JCD)/CCP 102.75(m) @ \$0.25	1100-207-20-000-007-0-000	\$1.26
Time Payment/GC 51.921 @ \$12.50	1100-207-20-000-005-0-000	\$2,116.85
Time Payment/GC 51.921 @ \$10.00 Appropriation	1100-341-10-180-002-0-000	\$1,693.47
Time Payment/GC 51.921 @ \$2.50 Admin. Of Justice	1100-341-10-180-003-0-000	\$423.39
Juvenile Delinquency Prevention Fund/CCP 102.0171 (Graffiti Eradication)	1240-341-10-180-001-0-000	\$0.00
Delinquent Fee	1100-202-00-000-004-0-000	\$143.70
Local Transaction Fee	1100-341-10-180-004-0-000	\$1,402.77
Nondisclosure Fee	# Cases -	\$0.00
EMS Truama Fund/CCP102.0185	1100-207-20-000-037-0-000	\$11,305.61
Public Defense Attorney/CCP26 (Court Ordered Restitution)	1100-207-20-000-038-0-000	\$5,506.47
SJFC	1100-351-20-180-001-0-000	\$135.40
SJFS	1100-341-10-180-012-0-000	\$1,144.19
IDR	1100-207-20-000-054-0-000	\$375.45
Child Safety/CCP 102.01 @ 20.00	1100-207-20-000-059-0-000	\$0.00
Constable/CCP 102.011	1100-341-10-080-005-0-000	\$0.00
SUBTOTAL COURT COSTS.....	1100-342-10-291-000-0-000	\$139,762.13
Refunds on Probate, etc.		\$57.00
Attorney Ad Litem Fees/CP RULE 308a		\$0.00
OVER (SHORT)		(\$0.00)
SUBTOTAL		\$57.00
TOTAL COUNTY CLERK COLLECTIONS		\$139,819.13

PREPARED BY:

IRISELA MCNAMER
IRISELA MCNAMER

05/01/09
DATE

APPROVAL:

[Signature]
COUNTY CLERK

05/01/09
DATE

Pipeline Permits

CC CONSENT

Date: 05/19/2009
Submitted By: Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For: Joe Pena
Department: RIGHT OF WAY DEPT.
Agenda Category: Right of Way

Information

CAPTION

- 1. Crystal Gas Storage:
a. Perform additional groundwater sampling of monitor wells to the west and southeast of the Former Adobe Refinery property located at the southeast corner of FM 493 and a county road bordering the northern Former Adobe Refinery property boundary in La Blanca, Hidalgo County, Texas. Three monitoring wells fall within the County of Hidalgo right-of-way. (2 Permits)
2. Miramar Petroleum, Inc.:
a. Bore under Mile 1 1/2E Rd at intersection with S. of Mile 12N Rd. Begin on S. of Mile 12N Rd. 200ft. West of FM 1425 Rd. thence East along S. of Mile 12N Rd., boring under FM 1425 and Mile 2E Rd. 5500ft to West of Mile 3E Rd. Thence North boring under Mile 12N Rd 4800ft along West of Mile 3E Rd. 4800ft. to Duke Energy Field Services Pipeline.
3. Valley Telephone Cooperative, Inc.:
a. Install 1 1/2" Duct of Fiberoptic cable on numerous County Rds.

BACKGROUND

Fiscal Impact

Attachments

Link: Pipeline Permits

Form Routing/Status

Table with 4 columns: Route Seq, Inbox, Approved By, Date, Status. Contains routing history for the form, including entries from Budget & Management, Dale Kennan, and Auditor's Office.

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

That the County of Hidalgo, Texas, acting by and through its Commissioners' Court, by virtue of motion and resolution introduced and adopted by said Commissioners' Court on the 19th day of May, 2009 does by these presents **GRANT, GIVE AND RELINQUISH TO:**

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

- 1. Perform additional groundwater sampling of monitor wells to the west and southeast of the Former Adobe Refinery property located at the southeast corner of FM 493 and county road bordering the northern Former Adobe Refinery property boundary in La Blanca, Hidalgo County, Texas. Three monitoring wells fall within the County of Hidalgo right-of-way.

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

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

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

That the County of Hidalgo, Texas, acting by and through its Commissioners' Court, by virtue of motion and resolution introduced and adopted by said Commissioners' Court on the 19th day of May, 2009 does by these presents **GRANT, GIVE AND RELINQUISH TO:**

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

- 2. Perform additional groundwater sampling of monitor wells to the west and southeast of the Former Adobe Refinery property located at the southeast corner of FM 493 and county road bordering the northern Former Adobe Refinery property boundary in La Blanca, Hidalgo County, Texas. Three monitoring wells fall within the County of Hidalgo right-of-way.

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

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

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

That the County of Hidalgo, Texas, acting by and through its Commissioners' Court, by virtue of motion and resolution introduced and adopted by said Commissioners' Court on the 19th day of May, 2009 does by these presents **GRANT, GIVE AND RELINQUISH TO:**

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

- 3. Bore under Mile 1 1/2E Rd at intersection with S. bdy of Mile 12N Rd. Begin on S. bdy of Mile 12N Rd 200ft. West of FM 1425 Rd. Thence East along S bdy. of Mile 12N Rd., boring under FM1425 and Mile 2E Rd. 5500ft to West bdy. of Mile 3E Rd. Thence North boring under Mile 12N Rd 4800ft along West bdy. of Mile 3E Rd 4800ft to Duke Energy Field Services Pipeline.

The granting, giving and authorizing of permission for the said aforementioned Permittee to so construct, reconstruct, lay and maintain a 2" line along the above described public road being conditioned that Permittee agrees that:

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

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

That the County of Hidalgo, Texas, acting by and through its Commissioners' Court, by virtue of motion and resolution introduced and adopted by said Commissioners' Court on the 19th day of May, 2009 does by these presents **GRANT, GIVE AND RELINQUISH TO:**

Valley Telephone Cooperative, Inc.

hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain a 1 1/2" duct w/ fiberoptic cable inch /water/ gas/ sewer/ irrigation line; said line to be constructed of material along the following public road easement held by the Hidalgo County of Hidalgo, Texas upon the conditions, obligations, and requirements as hereinafter set forth, said public road upon which said water/ gas/ sewer/ irrigation line is to be constructed, reconstructed, laid and maintained, **described as follows:**

- 4. Install 1 1/2" Duct w/ Fiberoptic cable on numerous County Rds.

The granting, giving and authorizing of permission for the said aforementioned Permittee to so construct, reconstruct, lay and maintain a 1 1/2" duct w/ fiberoptic cable line along the above described public road being conditioned that Permittee agrees that:

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

TAX OFFICE REFUNDS

CC CONSENT

Date: 05/19/2009
 Submitted By: Hilda Fuentes, TAX OFFICE
 Submitted For: Hilda Fuentes
 Department: TAX OFFICE
 Agenda Category: Tax Refunds

Information

CAPTION

A1126.00.000.000A.00	GAMUNDI-ELSA LLC	GAMUNDI PROPERTIES	\$9439.10
J9500.00.000.0001.00	NASSER GUILLERMO	NASSER TRANSPORT	\$8891.97
M2240.99.000.0003.03	EMBASSY SUITES HOTEL	CAPMARK FINANCE INC	\$3086.24
P6400.00.037.0012.00	LUJAN, JAVIER & GUADALUPE	LANDTITLE USA	\$3108.36
R3300.99.00A.0011.06	RIVERSIDE CLUB	RIVERSIDE DREAMER LLC	\$2524.18
S2982.99.000.0018.01	MOTOROLA SYMBOL	MOTOROLA SYMBOL	\$13667.26
T5455.00.000.0002.00	BROWNSVILLE WEST SEA LTD	NATIONAL TAX SEARCH	\$7362.83
T5455.00.000.0003.00	BROWNSVILLE WEST SEA LTD	NATIONAL TAX SEARCH	\$6787.80
W0100.98.041.0008.22	TEXAS MIGRANT COUNCIL INC	TEXAS MIGRANT COUNCIL	\$3044.03

BACKGROUND

Fiscal Impact

Attachments

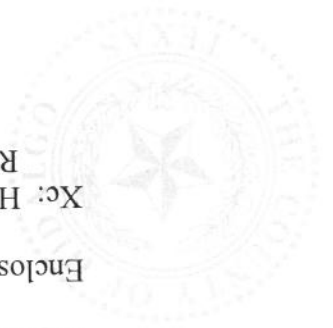
- Link: [1STPG](#)
- Link: [ACCTS PG](#)
- Link: [GAMUNDI](#)
- Link: [NASSER](#)
- Link: [EMBASSY](#)
- Link: [LUJAN](#)
- Link: [RIVERSIDE](#)
- Link: [MOTOROLA](#)
- Link: [BROWNSVILLE](#)
- Link: [BROWNSVILLE WEST](#)
- Link: [TEXAS](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/13/2009 04:08 PM	APRV
2	Perla Lopez	Perla Lopez	05/13/2009 05:28 PM	APRV
3	Auditor's Office		05/15/2009 05:53 PM	NEW

Form Started By: Hilda Fuentes
Started On: 05/13/2009 02:53 PM

Final Approval Date: 05/15/2009



Xc: Hidalgo County Auditor
Raymundo Eufrazio, CPA

Enclosure

Abj: mm

Armando Barrera, Jr. RTA

Very truly yours,

Thanking you for your assistance in this matter, I remain.

When completed, please return the attached to this office.

I respectfully request that the Commissioner's Court approve the enclosed application for a tax refund based on an adjustment approved by the Hidalgo County Appraisal District Office.

As per Section 31.11 of the Property Tax Code, the governing body of each taxing unit must authorize refunds of overpayments or erroneous payments over \$ 2500.00 dollars.

Gentlemen:

Re: See attached list

The Honorable J.D Salinas III
Hidalgo County Commissioners
Edinburg, Texas 78539

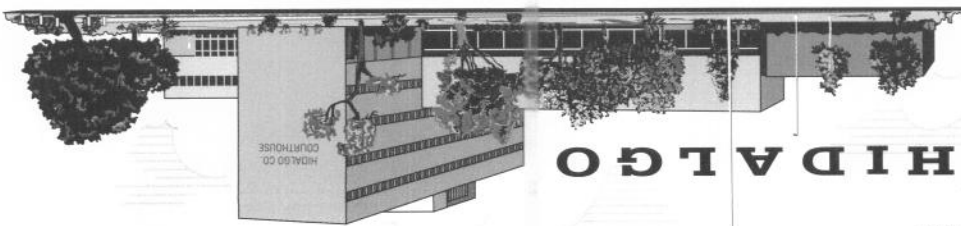
May 11, 2009

ASSESSOR AND COLLECTOR

Armando Barrera Jr. RTA

EDINBURG, TEXAS 78540-0178
P.O. Box 178
(956) 318-2160
FAX (956) 318-2733

Office of Tax Assessor-Collector
Armando Barrera Jr.
COUNTY of HIDALGO



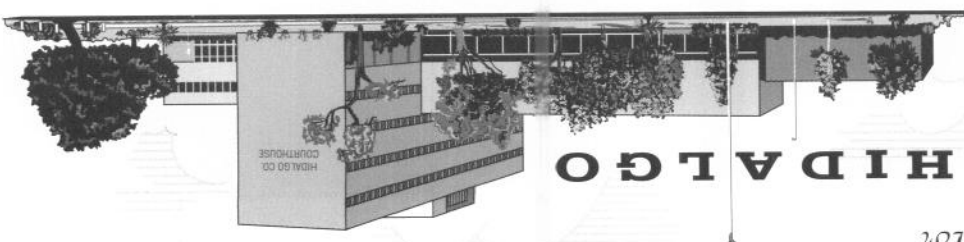


ACCOUNT NUMBER	PROPERTY OWNER	PAYER	AMOUNT
1.A1126.00.000.000A.00	GAMUNDI-ELSA LLC & SHAFFER	GAMUNDI PROPERTIES	\$ 9,439.10
2.J9500.00.000.0001.00	NASSER, GUILLERMO	NASSER TRANSPORT CORP	\$ 8,891.97
3.M2240.99.000.0003.03	EMBASSY SUITES HOTEL	CAPMARK FINANCE INC	\$ 3,086.24
4.P6400.00.037.0012.00	LUJAN, JAVIER & GUADALUPE	LANDTITLE USA	\$ 3,108.36
5.R3300.99.00A.0011.06	RIVERSIDE CLUB	RIVERSIDE DREAMER LLC	\$ 2,524.18
6.S2982.99.000.0018.01	MOTOROLA SYMBOL	MOTOROLA SYMBOL	\$ 13,667.26
7.T5455.00.000.0002.00	BROWNSVILLE WEST SEA LTD	NATIONAL TAX SEARCH	\$ 7,362.83
8.T5455.00.000.0003.00	BROWNSVILLE WEST SEA LTD	NATIONAL TAX SEARCH	\$ 6,787.80
9.W0100.98.041.0008.22	TEXAS MIGRANT COUNCIL INC	TEXAS MIGRANT COUNCIL	\$ 3,044.03

ASSESSOR AND COLLECTOR

Fernando Barrera Jr. RJA

EDINBURG, TEXAS 78540-0178
 P.O. Box 178
 (956) 318-2160
 FAX (956) 318-2733



COUNTY OF HIDALGO

Office of Tax Assessor-Collector

APPLICATION FOR TAX REFUND

Collecting tax for: (Tax Units)
 GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-
 CLV-CMS-CPN-CPO-CWL-SEB-SLV-
 SML-SMS-SSL-SWL-JCC
 Present mailing address (number and street)
 P O BOX 178
 EDINBURG TX 78540-0178
 City, town or post office, state, ZIP code

Owner's name
 EDINBURG TX 78540-0178
 (956) 318-2157
 Phone (area code and number)

To apply for a tax refund, the taxpayer must complete the following

Step 1:
 Owner's name
 GAMUNDI-ELSA LLC & SHAFER-ELSA LLC
 Present mailing address (number and street)
 2640 ANTILLES LN
 City, town or post office, state, ZIP code
 VERO BEACH, CA 32967
 Phone (area code and number)

Legal description (or attach copy of the tax bill or tax receipt): ADVANCE (SEE) LOT A

Step 2:
 Describe the property
 Address or location of property:
 R706021 +
 Account number of property:
 A1126.00.000.000A.00 +
 OR
 Tax receipt number:

Step 3:
 Give the tax payment information

Name of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2008 +	1/30	\$ 32516.53 +	\$ 9439.10 +
2.			\$	\$
3.			\$	\$
4.			\$	\$
5. TOTAL			\$	\$ 9439.10 +

Taxpayer's reason for refund (attach supporting documentation): IA-VALUE DECREASE
 CORRECTIONS OF NON-CLERICAL ERROR SEC 25.25(d) LATE CORRECTION
 PENALTY.
 TR

Step 4:
 Sign the form
 "I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."
 Signature
 Date of application for tax refund

Step 5:
 Tax refund Determination
 This tax refund is Approved Disapproved
 AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
 DATE: 05-07-09
 Authorized Officer
 Collector(s) of taxing unit(s) for refund applications over (insert amount for which governing body approval is required under Section 31.11, tax code)
 Date 5/11/09
 Date 4/30/09

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

sign here
 sign here

APPLICATION FOR TAX REFUND

HIDALGO COUNTY TAX OFFICE Present mailing address (number and street) P O BOX 178 EDINBURG TX 78540-0178 City, town or post office, state, ZIP code		Collecting tax for: (Tax Units) GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN- CLV-CMS-CPN-CPO-CWL-SEB-SLV- SML-SMS-SSL-SWL-JCC Phone (area code and number) (956) 318-2157																														
To apply for a tax refund, the taxpayer must complete the following																																
Step 1: Owner's name NASSER, GUILLERMO ✕ Present mailing address (number and street) 2300 SE GREENBRIAR SQ City, town or post office, state, ZIP code MCALLEN, TX 78503 Phone (area code and number)																																
Step 2: Describe the property Address or location of property: R519902 ✕ Account number of property: 19500.00.000.0001.00 ✕ OR Legal description (or attach copy of the tax bill or tax receipt): JULSRUD LOT 1																																
Step 3: Give the tax payment information <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td>1. ALL ENTITIES</td> <td>2008 ✕</td> <td>12/23</td> <td>2008</td> <td>\$41739.77 ✕</td> <td>\$8891.97 ✕</td> </tr> <tr> <td>2.</td> <td></td> <td></td> <td></td> <td>\$</td> <td>\$</td> </tr> <tr> <td>3.</td> <td></td> <td></td> <td></td> <td>\$</td> <td>\$</td> </tr> <tr> <td>4.</td> <td></td> <td></td> <td></td> <td>\$</td> <td>\$</td> </tr> <tr> <td>5. TOTAL</td> <td></td> <td></td> <td></td> <td>\$</td> <td>\$8891.97 ✕</td> </tr> </table> Name of Taxing Unit from Which Refund is Requested Year for Which Refund is Requested Date of the Tax Payment Amount of Tax Refund Requested Amount of Taxes Paid			1. ALL ENTITIES	2008 ✕	12/23	2008	\$41739.77 ✕	\$8891.97 ✕	2.				\$	\$	3.				\$	\$	4.				\$	\$	5. TOTAL				\$	\$8891.97 ✕
1. ALL ENTITIES	2008 ✕	12/23	2008	\$41739.77 ✕	\$8891.97 ✕																											
2.				\$	\$																											
3.				\$	\$																											
4.				\$	\$																											
5. TOTAL				\$	\$8891.97 ✕																											
Taxpayer's reason for refund (attach supporting documentation): IA-VALUE DECREASE INCORRECT APPRAISAL ERROR FOR 2008 YR. TR																																
Step 4: Sign the form "I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct." Signature Date of application for tax refund																																
Step 5: Tax refund Determination This tax refund is <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE DATE: 5-7-09 Sign here Authorized officer Sign here Collector(s) (taxing unit(s) for refund applications over (insert amount for which governing body approval is required under Section 31.11, tax code) Date 5/11/09 4/30/09																																

APPLICATION FOR TAX REFUND

Collection office name HIDALGO COUNTY TAX OFFICE Present mailing address (number and street) P O BOX 178 City, town or post office, state, ZIP code EDINBURG TX 78540-0178 Phone (area code and number) (956) 318-2157	
To apply for a tax refund, the taxpayer must complete the following	
Step 1: Owner's name and address Owner's name EMBASSY SUITES HOTEL PAYER: CAPMARK FINANCE Inc Present mailing address (number and street) 1800 S COL ROWE BLVD City, town or post office, state, ZIP code MCALLEN, TX 78503 Phone (area code and number)	
Step 2: Describe the property Legal description (or attach copy of the tax bill or tax receipt): INVENTORY FURNITURE FIXTURES Address or location of property: P518289 Account number of property: M2240.99.000.0003.03 OR Tax receipt number:	
Step 3: Give the tax payment information Name of Taxing Unit from Which Refund is Requested 1. ALL ENTITIES Year for Which Refund is Requested 2008 Date of the Tax Payment 1/22 Year 2009 Amount of Tax Refund Requested \$ 3086.24 Taxes Paid \$ 48915.91 Amount of Tax Refund Requested \$ 3086.24 2. \$ 3. \$ 4. \$ 5. TOTAL \$ 3086.24 Taxpayer's reason for refund (attach supporting documentation): SUPP#7 CORRECTION BASED ON FAILURE TO GIVE DUE PROCESS HF	
Step 4: Sign the form "I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct." Signature Date of application for tax refund	
If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.	
Step 5: Tax refund Determination This tax refund is <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE DATE: 5-7-09 Authorized officer Collector(s) of taxing unit(s) for refund applications over (insert amount for which governing body approval is required under Section 37.11, tax code) sign here Date 5/11/09	
sign here Date 4/2/09	

APPLICATION FOR TAX REFUND

HIDALGO COUNTY TAX OFFICE Present mailing address (number and street) P O BOX 178 EDINBURG TX 78540-0178 City, town or post office, state, ZIP code		Collecting tax for: (Tax Units) GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC Phone (area code and number) (956) 318-2157																														
To apply for a tax refund, the taxpayer must complete the following																																
Step 1: Owner's name LUJAN, JAVIER & GUADALUPE PAYOR: LANDTITL USA* Present mailing address (number and street) P O BOX 704 PHARR, TX 78577 City, town or post office, state, ZIP code Phone (area code and number)																																
Step 2: Describe the property Legal description (or attach copy of the tax bill or tax receipt): PHARR ORIGINAL TOWNSITE LOT 12-16 INC BLK 37 Address or location of property: R259361* Account number of property: P6400.00.037.0012.00* OR Tax receipt number:																																
Step 3: Give the tax payment information <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>Name of Taxing Unit from Which Refund is Requested</th> <th>Year for Which Refund is Requested</th> <th>Date of the Tax Payment</th> <th>Amount of Taxes Paid</th> <th>Amount of Tax Refund Requested</th> </tr> </thead> <tbody> <tr> <td>1. ALL ENTITIES</td> <td>2008*</td> <td>12/24</td> <td>\$ 5963.38</td> <td>\$ 3108.36 *</td> </tr> <tr> <td>2.</td> <td></td> <td></td> <td>\$</td> <td>\$</td> </tr> <tr> <td>3.</td> <td></td> <td></td> <td>\$</td> <td>\$</td> </tr> <tr> <td>4.</td> <td></td> <td></td> <td>\$</td> <td>\$</td> </tr> <tr> <td>5. TOTAL</td> <td></td> <td></td> <td>\$</td> <td>\$ 3108.36 *</td> </tr> </tbody> </table> Taxpayer's reason for refund (attach supporting documentation): IA- VALUE DECREASE INCORRECT APPRAISAL ERROR FOR 2008 YR. SEC 25.25(b) TR			Name of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested	1. ALL ENTITIES	2008*	12/24	\$ 5963.38	\$ 3108.36 *	2.			\$	\$	3.			\$	\$	4.			\$	\$	5. TOTAL			\$	\$ 3108.36 *
Name of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested																												
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3.			\$	\$																												
4.			\$	\$																												
5. TOTAL			\$	\$ 3108.36 *																												
Step 4: Sign the form *I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. Signature _____ Date of application for tax refund _____																																
Step 5: Tax refund Determination This tax refund is <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE DATE: 5E 5-7-09 sign here _____ Authorized officer sign here _____ Collector(s) of taxing unit(s) for refund applications over (insert amount for which governing body approval is required under Section 31.11, tax code) Date 5/11/09 Date 4/30/09																																

APPLICATION FOR TAX REFUND

Collection office name
 HIDALGO COUNTY TAX OFFICE
 Present mailing address (number and street)
 P O BOX 178
 City, town or post office, state, ZIP code
 EDINBURG TX 78540-0178
 Phone (area code and number)
 (956) 318-2157

Collecting tax for: (Tax Units)
 GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-
 CLV-CMS-CPN-CPO-CWL-SEB-SLV-
 SML-SMS-SSL-SWL-JCC

Step 1: Owner's name and address
 Owner's name
 RIVERSIDE CLUB, THE
 JOHNNY HART
 Present mailing address (number and street)
 P O BOX 1882
 City, town or post office, state, ZIP code
 MISSION, TX 78573
 Phone (area code and number)

Step 2: Describe the property
 Legal description (or attach copy of the tax bill or tax receipt): INVENTORY FURNITURE FIXTURES & EQUIPMENT
 AT 4 MILES S CONWAY BY THE RIVER
 Address or location of property:
 P650576
 Account number of property:
 R3300.99.00A.0011.06
 OR
 Tax receipt number:

Step 3: Give the tax payment information

Name of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2008	1/30	\$ 3110.51	\$ 2524.18
2.			\$	\$
3.			\$	\$
4.			\$	\$
5. TOTAL			\$	\$ 2524.18

TR
 Taxpayer's reason for refund (attach supporting documentation): SUBMITTED/ENTERED WRONG
 VALUE DECREASE.

Step 4: Sign the form
 "I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."
 Signature
 Date of application for tax refund

Step 5: Tax refund Determination
 This tax refund is Approved Disapproved
 AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
 DATE: 5-7-09
 If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.
 Sign here
 Authorized officer
 Sign here
 Collector(s) of taxing unit(s) for refund applications over (insert amount for which governing body approval is required under Section 31.11, tax code)
 Date 5/11/09
 Date 4/30/09

APPLICATION FOR TAX REFUND

Collection office name HIDALGO COUNTY TAX OFFICE Present mailing address (number and street) P O BOX 178 City, town or post office, state, ZIP code EDINBURG TX 78540-0178		Collecting tax for: (Tax Units) GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN- CLV-CMS-CPN-CP0-CWL-SEB-SLV- SML-SMS-SSL-SWL-JCC Phone (area code and number) (956) 318-2157
To apply for a tax refund, the taxpayer must complete the following		
Step 1: Owner's name MOTOROLA		
Present mailing address (number and street) 1303 E ALGONQUIN RD City, town or post office, state, ZIP code SCHAUMBURG, IL 60196 Phone (area code and number)		
Step 2: Describe the property Address or location of property: AT 5601 WEST MILITARY DRIVE Account number of property: P696615 Tax receipt number: S2982.99.000.0018.01		
Legal description (or attach copy of the tax bill or tax receipt): INVENTORY FURNITURE FIXTURES & EQUIPMENT		
Step 3: Give the tax payment information Name of Taxing Unit from Which Refund is Requested Year for Which Refund is Requested Date of the Tax Payment Amount of Tax Refund Requested Amount of Taxes Paid Name of Taxing Unit from Which Refund is Requested Year for Which Refund is Requested Date of the Tax Payment Amount of Taxes Paid Amount of Tax Refund Requested		
Step 4: Sign the form "I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct." Signature Date of application for tax refund		
Step 5: Tax refund Determination This tax refund is <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE DATE: 5-7-09		
If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.		
Taxpayer's reason for refund (attach supporting documentation): GRANTED 10% RENDITION PENALTY FOR TAX YR 2008.		
TR		
Step 5: Tax refund Determination This tax refund is <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE DATE: 5-7-09		
Sign here Authorized officer Date: 5/11/09		
Sign here Collector(s) of taxing unit(s) for refund applications over (insert amount for which governing body approval is required under Section 3.11, tax code) Date: 5/30/09		

APPLICATION FOR TAX REFUND

HIDALGO COUNTY TAX OFFICE Present mailing address (number and street) P O BOX 178 City, town or post office, state, ZIP code EDINBURG TX 78540-0178		Collecting tax for: (Tax Units) GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN- CLV-CMS-CPN-CWL-SEB-SLV- SML-SMS-SSL-SWL-JCC Phone (area code and number) (956) 318-2157	
To apply for a tax refund, the taxpayer must complete the following			
Step 1: Owner's name BROWNSVILLE WEST SEA, LTD. PAYOR: NATIONAL TAX SEARCH, LLC		Owner's name BROWNSVILLE WEST SEA, LTD. PAYOR: NATIONAL TAX SEARCH, LLC	
Step 1: Owner's name BROWNSVILLE WEST SEA, LTD. PAYOR: NATIONAL TAX SEARCH, LLC		Present mailing address (number and street) P O BOX 4930 City, town or post office, state, ZIP code BROWNSVILLE, TX 78523 Phone (area code and number)	
Legal description (or attach copy of the tax bill or tax receipt): TIM DEVELOPMENT LOT 2			
Step 2: Describe the property Address or location of property: R540169 Account number of property: T5455.00.000.0002.00 OR Tax receipt number:			
Step 3: Give the tax payment information Name of Taxing Unit from Which Refund is Requested Year for Which Refund is Requested Date of the Tax Payment Amount of Tax Refund Requested Amount of Taxes Paid 1. ALL ENTITIES 2008 12/31 2008 \$ 14725.66 \$ 7362.83 2. \$ \$ 3. \$ \$ 4. \$ \$ 5. TOTAL \$ 7362.83 Taxpayer's reason for refund (attach supporting documentation): IA-VALUE DECREASE CORRECTION DUE TO FAILURE TO SEND REQUIRED NOTICE (SEC 41.411). TR			
Step 4: Sign the form "I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct." Signature Date of application for tax refund			
Step 5: Tax refund Determination This tax refund is <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE DATE: 5-7-09 Date 5/11/09 Collector(s) of taxing unit(s) for refund applications over (insert amount for which governing body approval is required under Section 31.11, tax code) sign here Authorized officer sign here Date 5/11/09			

APPLICATION FOR TAX REFUND

HIDALGO COUNTY TAX OFFICE Present mailing address (number and street) P O BOX 178 City, town or post office, state, ZIP code EDINBURG TX 78540-0178		Collecting tax for: (Tax Units) GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN- CLV-CMS-CPN-CPO-CWL-SWB-SLV- SML-SMS-SSL-SWL-JCC Phone (area code and number) (956) 318-2157	
To apply for a tax refund, the taxpayer must complete the following			
Owner's name BROWNSVILLE WEST SEA, LTD * PAYOR: NATIONAL TAX SEARCH, LLC *		Owner's name BROWNSVILLE WEST SEA, LTD *	
Present mailing address (number and street) P O BOX 4930		City, town or post office, state, ZIP code BROWNSVILLE, TX 78523	
Phone (area code and number)		Legal description (or attach copy of the tax bill or tax receipt): TIM DEVELOPMENT LOT 3	
Step 2: Describe the property Address or location of property: R540170 * Account number of property: T5455.00.000.0003.00 * OR Tax receipt number:			
Step 3: Give the tax payment information Name Of Taxing Unit from Which Refund is Requested Year for Which Refund is Requested Date of the Tax Payment Amount of Tax Refund Requested Amount of Taxes Paid 1. ALL ENTITIES 2008 12/31 / 2008 \$ 13575.61 * \$ 6787.80 * 2. \$ / \$ 3. \$ / \$ 4. \$ / \$ 5. TOTAL \$ 6787.80 *			
Taxpayer's reason for refund (attach supporting documentation): IA-VALUE DECREASE CORRECTION DUE TO FAILURE TO SEND REQUIRED NOTICE (SEC 41.411). TR			
Step 4: Sign the form "I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct." Signature Date of application for tax refund			
Step 5: Tax refund Determination This tax refund is <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE DATE: 05-11-09 Sign here Authorized officer Sign here Collector(s) of taxing unit(s) for refund applications over (insert amount for which governing body approval is required under Section 31.11, tax code) Date 5/11/09 Date 4/17/09			

APPLICATION FOR TAX REFUND

Collecting tax for: (Tax Units) GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC Phone (area code and number) (956) 318-2157		HIDALGO COUNTY TAX OFFICE Present mailing address (number and street) P O BOX 178 City, town or post office, state, ZIP code EDINBURG TX 78540-0178																															
To apply for a tax refund, the taxpayer must complete the following																																	
Owner's name TEXAS MIGRANT COUNCIL INC.		Present mailing address (number and street) P O BOX 2579 City, town or post office, state, ZIP code LAREDO, TX 78044 Phone (area code and number)																															
Legal description (or attach copy of the tax bill or tax receipt): WEST ADDN TO SHARLYLAND E220'-S660' & W440'-E660'-S335' LOT 41-8, IMPROVEMENTS ONLY-NEW FOR 2007																																	
Describe the property Address or location of property: R716192 Account number of property: W0100.98.041.0008.22 OR Tax receipt number:																																	
Step 3: Give the tax payment information <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>Name of Taxing Unit from Which Refund is Requested</th> <th>Year for Which Refund is Requested</th> <th>Date of the Tax Payment</th> <th>Amount of Taxes Paid</th> <th>Amount of Tax Refund Requested</th> </tr> </thead> <tbody> <tr> <td>1. ALL ENTITIES</td> <td>2008 +</td> <td>12/29</td> <td>\$ 3044.03 +</td> <td>\$ 3044.03 +</td> </tr> <tr> <td>2.</td> <td></td> <td></td> <td>\$</td> <td>\$</td> </tr> <tr> <td>3.</td> <td></td> <td></td> <td>\$</td> <td>\$</td> </tr> <tr> <td>4.</td> <td></td> <td></td> <td>\$</td> <td>\$</td> </tr> <tr> <td>5. TOTAL</td> <td></td> <td></td> <td>\$</td> <td>\$ 3044.03 +</td> </tr> </tbody> </table> Taxpayer's reason for refund (attach supporting documentation): GRANT FULL EXEMPTIONS FILED LATE. TR				Name of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested	1. ALL ENTITIES	2008 +	12/29	\$ 3044.03 +	\$ 3044.03 +	2.			\$	\$	3.			\$	\$	4.			\$	\$	5. TOTAL			\$	\$ 3044.03 +
Name of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested																													
1. ALL ENTITIES	2008 +	12/29	\$ 3044.03 +	\$ 3044.03 +																													
2.			\$	\$																													
3.			\$	\$																													
4.			\$	\$																													
5. TOTAL			\$	\$ 3044.03 +																													
Step 4: Sign the form "I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct." Signature Date of application for tax refund																																	
Step 5: Tax refund Determination This tax refund is <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE DATE: 5-7-09 Authorized officer Collector(s) of taxing unit(s) for refund applications over (insert amount for which governing body approval is required under Section 31.11, tax code) Date 4/30/09																																	

AI-15407

6.B.

TAX OFFICE REFUNDS

CC CONSENT

Date: 05/19/2009
 Submitted By: Hilda Fuentes, TAX OFFICE
 Submitted For: Hilda Fuentes
 Department: TAX OFFICE
 Agenda Category: Tax Refunds

Information

CAPTION

ACCT#	PROPERTY OWNER	PAYER	AMT
A1800.00.043.0001.01	Encinas Group	County Park Sub	\$7434.68
A1800.99.039.0005.01	Zarate Suspended Ceiling	Federico Zarate Jr	\$3131.02
K2400.00.000.0030.00	The Shoppes At Rio Grande	The Shoppes At Rio Grande	\$43620.41
K2400.00.000.0031.07	The Shoppes At Rio Grande	The Shoppes At Rio Grande	\$15427.69
K2400.00.000.0034.02	The Shoppes At Rio Grande	The Shoppes At Rio Grande	\$15822.91
K2400.00.000.0036.00	The Shoppes At Rio Grande	The Shoppes At Rio Grande	\$6018.23
K2400.00.000.0036.01	The Shoppes At Rio Grande	The Shoppes At Rio Grande	\$8494.57
L0450.00.148.0000.00	Rocha, Elodia Nino	Rocha Tereso Jr	\$3048.03
L1300.00.000.0113.13	Stoneoak Development Ltd	Stone Oak Development	\$5373.28
L2455.00.000.0003.00	Gonzalez, Maria & Malena	Gonzalez, Maria, Teresa & Malena	\$4267.51
M0150.99.085.0010.00	Saenz, Utility Contractors	Saenz, Utility Contractors	\$2581.22
M1950.99.000.0002.65	Toyota Motor Credit	Toyota Motor Credit	\$2982.15
P7475.00.000.0001.00	El Pistalon LLP	El Pistalon II Ltd	\$56137.47
S1452.00.000.0001.00	Shamrock Adventure	Walgreens	\$8706.49
S5950.00.006.0001.01	Jak-Esp LLC	Jak-Esp LLC	\$29484.92
T2100.00.237.0016.02	Garza, Richard A	Garza, Richard dba BIC Inv	\$7520.15
T3255.00.000.0012.00	Marburger Kyle & Martha Jane	Countrywide	\$3459.84
T3663.01.000.0001.00	The Shoppes At Rio Grande	The Shoppes At Rio Grande	\$92785.41
W0100.00.055.0004.21	Serna, Jose F & Eladia	Serna, Jose F.	\$6259.16

BACKGROUND

Fiscal Impact

Attachments

- Link: [1PG](#)
- Link: [accts page](#)
- Link: [encinas](#)
- Link: [zarate](#)
- Link: [shoppes30](#)
- Link: [shoppes31](#)
- Link: [shoppes34](#)

Link: [shoppes36](#)

Link: [shoppes36-01](#)

Link: [rocha](#)

Link: [stoneoak](#)

Link: [gonzalez](#)

Link: [saenz](#)

Link: [toyota](#)

Link: [el pistalon](#)

Link: [shamrock](#)

Link: [jak](#)

Link: [garza](#)

Link: [marburger](#)

Link: [the shoppes](#)

Link: [serna](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/08/2009 03:25 PM	APRV
2	Perla Lopez	Perla Lopez	05/08/2009 04:10 PM	APRV
3	Auditor's Office		05/15/2009 05:53 PM	NEW

Form Started By: Hilda Fuentes

Started On: 05/08/2009 02:15
PM

Final Approval Date: 05/15/2009

Office of Tax Assessor-Collector

COUNTY of HIDALGO



Armando Barrera Jr. RFA

ASSESSOR AND COLLECTOR

EDINBURG, TEXAS 78540-0178

P.O. Box 178

(956) 318-2160

FAX (956) 318-2733

May 8, 2009

The Honorable J.D Salinas III
Hidalgo County Commissioners
Edinburg, Texas 78539

Re: See attached list

Gentlemen:

As per Section 31.11 of the Property Tax Code, the governing body of each taxing unit must authorize refunds of overpayments or erroneous payments over \$ 2500.00 dollars.

I respectfully request that the Commissioner's Court approve the enclosed application for a tax refund based on an adjustment approved by the Hidalgo County Appraisal District Office.

When completed, please return the attached to this office.

Thanking you for your assistance in this matter, I remain.

Very truly yours,

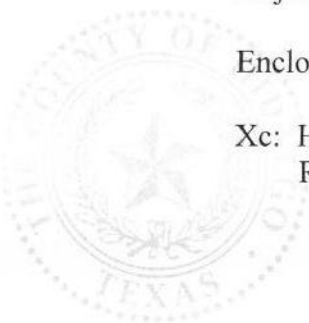
A handwritten signature in black ink, appearing to read 'Armando Barrera, Jr.' with a stylized flourish at the end.

Armando Barrera, Jr. RFA

Abj: mm

Enclosure

Xc: Hidalgo County Auditor
Raymundo Eufrazio, CPA



Office of Tax Assessor-Collector

COUNTY of HIDALGO



Armando Barrera Jr. RJA

ASSESSOR AND COLLECTOR

EDINBURG, TEXAS 78540-0178

P.O. Box 178

(956) 318-2160

FAX (956) 318-2733

ACCOUNT NUMBER	PROPERTY OWNER	PAYER	AMOUNT
1.A1800.00.043.0001.01	ENCINAS GROUP OF TEXAS INC	COUNTY PARK SUB	\$ 7,434.68
2.A1800.99.039.0005.01	ZARATE SUSPENDED CEILING	FEDERICO ZARATE JR	\$ 3,131.02
3.K2400.00.000.0030.00	THE SHOPPES AT RIO GRANDE VALLEY	THE SHOPPES AT RIO GRANDE	\$ 43,620.41
4.K2400.00.000.0031.07	THE SHOPPES AT RIO GRANDE VALLEY	THE SHOPPES AT RIO GRANDE	\$ 15,427.69
5.K2400.00.000.0034.02	THE SHOPPES AT RIO GRANDE VALLEY	THE SHOPPES AT RIO GRANDE	\$ 15,822.91
6.K2400.00.000.0036.00	THE SHOPPES AT RIO GRANDE VALLEY	THE SHOPPES AT RIO GRANDE	\$ 6,018.23
7.K2400.00.000.0036.01	THE SHOPPES AT RIO GRANDE VALLEY	THE SHOPPES AT RIO GRANDE	\$ 8,494.57
8.L0450.00.148.0000.00	ROCHA, ELODIA NINO	ROCHA TERESO JR	\$ 3,048.03
9.L1300.00.000.0113.13	STONEOAK DEVE LTD	STONE OAK DEVE	\$ 5,373.28
10.L2455.00.000.0003.00	GONZALES, MARIA & MALENA	GONZALES, MARIA & TERESA & MALE	\$ 4,267.51
11.M0150.99.085.0010.00	SAENZ UTILITY CONTRACTORS	SAENZ UTILITY CONTRACTORS	\$ 2,581.22
12.M1950.99.000.0002.65	TOYOTA MOTOR CREDIT	TOYOTA MOTOR CREDIT	\$ 2,982.15
13.P7475.00.000.0001.00	EL PISTALON LLP	EL PISTALON II LTD	\$ 56,137.47
14.S1452.00.000.0001.00	SHAMROCK ADVENTURE	WALGREENS	\$ 8,706.49
15.S5950.00.006.0001.01	JAK-ESP LLC	JAK-ESP LLC	\$ 29,484.92
16.T2100.00.237.0016.02	GARZA, RICHARD A	GARZA, RICHARD DBA/BIC	\$ 7,520.15
17.T3255.00.000.0012.00	MARBURGER KYLE & MARHTA JANE	COUNTRYWIDE	\$ 3,459.84
18.T3663.01.000.0001.00	THE SHOPPES AT RIO GRANDE VALLEY	THE SHOPPES AT RIO GRANDE VALL	\$ 92,785.41
19.W0100.00.055.0004.21	SERNA, JOSE F & ELADIA	JOSE F SERNA	\$ 6,259.16



APPLICATION FOR TAX REFUND

Collection office name HIDALGO COUNTY TAX OFFICE	Collecting tax for: (Tax Units) GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN- CLV-CMS-CPN-CPO-CWL-SEB-SLV- SML-SMS-SSL-SWL-JCC
Present mailing address (number and street) P O BOX 178	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	Phone (area code and number) (956) 318-2157

To apply for a tax refund, the taxpayer must complete the following

Step 1: Owner's name and address	Owner's name SALINAS, RICARDO ROEL JR. PAYOR: COUNTY PARK SUBDIVISION
	Present mailing address (number and street) 301 N MAIN STE 6 <i>2006 owner: Encinas Group of Texas Inc</i>
	City, town or post office, state, ZIP code MCALLEN, TX 78501
	Phone (area code and number)

Legal description (or attach copy of the tax bill or tax receipt): **ALAMO LAND & SUGAR CO S820'-W660' OF LOT 1**

Step 2: Describe the property	BLK 43 12.42AC NET
	Address or location of property: R112530
	Account number of property: A1800.00.043.0001.01 OR Tax receipt number:

Step 3: Give the tax payment information	Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
	1. ALL ENTITIES	2006	6/28 / 2007	\$ 7608.58	\$ 7434.68
	2.		/	\$	\$
	3.		/	\$	\$
	4.		/	\$	\$
	5. TOTAL		/	\$	\$ 7434.68
Taxpayer's reason for refund (attach supporting documentation): ARB ORDERED ADJUSTMENT CORRECTION. AG EXCL INCREASE.					
TR					

Step 4: sign the form	"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."	
	Signature sign here	Date of application for tax refund
If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.		

Step 5: Tax refund Determination	This tax refund is <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved		AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE DATE: <u>FE 5-6-09</u>
	Authorized officer sign here	Date 5/7/09	
	Collector(s) of taxing unit(s) for refund applications over (insert amount for which governing body approval is required under Section 31.11, tax code) sign here	Date 4/30/09	

APPLICATION FOR TAX REFUND

Collection office name HIDALGO COUNTY TAX OFFICE	Collecting tax for: (Tax Units) GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN- CLV-CMS-CPN-CPO-CWL-SEB-SLV- SML-SMS-SSL-SWL-JCC
Present mailing address (number and street) P O BOX 178	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	Phone (area code and number) (956) 318-2157

To apply for a tax refund, the taxpayer must complete the following

Step 1: Owner's name and address	Owner's name ZARATE SUSPENDED CEILING INC. & FEDERICO ZARATE JR.	<i>Payor: Federico Zarate Jr</i>
	Present mailing address (number and street) 1101 EAST S H 495	
	City, town or post office, state, ZIP code SAN JUAN, TX 78589	

Legal description (or attach copy of the tax bill or tax receipt): **INVENTORY FURNITURE FIXTURES & EQUIPMENT**

Step 2: Describe the property	AT 2.0 MILES WEST FM 495
	Address or location of property:
	P582748+
	Account number of property: A1800.99.039.0005.01 + OR Tax receipt number:

Step 3: Give the tax payment information	Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
	1. ALL ENTITIES	2008 <i>a</i>	1/28 / 2009	\$ 6308.16 <i>a</i>	\$ 3131.02 <i>a</i>
	2.		/	\$	\$
	3.		/	\$	\$
	4.		/	\$	\$
	5. TOTAL		/	\$	\$ 3131.02 <i>a</i>
Taxpayer's reason for refund (attach supporting documentation): IA-VALUE DECREASE CORRECTION OF NON-CLERICAL ERROR, LATE CORRECTION PENALTY TR					

Step 4: sign the form	"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."	
	Signature sign here	Date of application for tax refund
If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.		

Step 5: Tax refund Determination	This tax refund is <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved		AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE DATE: <u>JE 5-6-09</u>
	Authorized officer sign here	Date 5/7/09	
	Collector(s) of taxing unit(s) for refund applications over (insert amount for which governing body approval is required under Section 31.11, tax code) sign here	Date 4/30/09	

APPLICATION FOR TAX REFUND

Collection office name HIDALGO COUNTY TAX OFFICE	Collecting tax for: (Tax Units) GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN- CLV-CMS-CPN-CPO-CWL-SEB-SLV- SML-SMS-SSL-SWL-JCC
Present mailing address (number and street) P O BOX 178	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	Phone (area code and number) (956) 318-2157

To apply for a tax refund, the taxpayer must complete the following

Step 1: Owner's name and address	Owner's name THE SHOPPES AT RIO GRANDE VALLEY *
	Present mailing address (number and street) 149 COLONIAL RD
	City, town or post office, state, ZIP code MANCHESTER, CT 06045
	Phone (area code and number)

Legal description (or attach copy of the tax bill or tax receipt): **KELLY PHARR TRACT ALL LOT 30 EXC S643.08-**

Step 2: Describe the property	W781.90' 28.45AC GR 27.85AC NET
	Address or location of property: R201864 *
	Account number of property: K2400.00.000.0030.00 * OR Tax receipt number:

Step 3: Give the tax payment information	Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested		Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
	1. ALL ENTITIES	2008 *	1/13	2009	\$ 129245.66 *	\$ 43620.41 *
	2.			/	\$	\$
	3.			/	\$	\$
	4.			/	\$	\$
	5. TOTAL			/	\$	\$ 43620.41 *

Taxpayer's reason for refund (attach supporting documentation): **IA -VALUE DECREASE CORRECTION**

4) Apply 21,573.47 to 2007 yr R201900
OF NON-CLERICAL ERROR SEC 25.25(d) LATE CORRECTION PENALTY *No funds refunded*
 TR Apply 8,562.53 back to Account / 1-13-09 R201864 / 2) Apply 4,633.00 to 2008 R722589 / 1-13-09 apply 8,851.41 to 2006 yr R201900 1-13-09

Step 4: sign the form	"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."	
	Signature sign here	Date of application for tax refund

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Step 5: Tax refund Determination	This tax refund is <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved		AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE DATE: <u>JE 5-5-09</u>
	Authorized officer sign here	Date 5/6/09	
	Collector(s) of taxing unit(s) for refund applications over (insert amount for which governing body approval is required under Section 31.11, tax code) sign here	Date 4/30/09	

APPLICATION FOR TAX REFUND

Collection office name HIDALGO COUNTY TAX OFFICE	Collecting tax for: (Tax Units) GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN- CLV-CMS-CPN-CPO-CWL-SEB-SLV- SML-SMS-SSL-SWL-JCC
Present mailing address (number and street) P O BOX 178	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	Phone (area code and number) (956) 318-2157


To apply for a tax refund, the taxpayer must complete the following

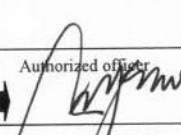
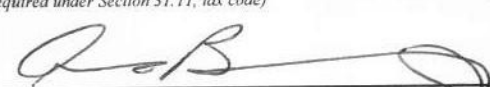
Step 1: Owner's name and address	Owner's name THE SHOPPES AT RIO GRANDE VALLEY	
	Present mailing address (number and street) 149 COLONIAL RD	
	City, town or post office, state, ZIP code MANCHESTER, CT 06045	Phone (area code and number)

Legal description (or attach copy of the tax bill or tax receipt): **KELLY PHARR TRACT LOT 31, W10 AC 9.85 AC NET**

Step 2: Describe the property	Address or location of property: R201871	
	Account number of property: K2400.00.000.0031.07	Tax receipt number:
	OR	

Step 3: Give the tax payment information	Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
	1. ALL ENTITIES	2008	1/13 / 2009	\$ 45711.65	\$ 15427.69
	2.		/	\$	\$
	3.		/	\$	\$
	4.		/	\$	\$
	5. TOTAL		/	\$	\$ 15427.69
Taxpayer's reason for refund (attach supporting documentation): IA -VALUE DECREASE CORRECTION OF NON-CLERICAL ERROR SEC 25.25(d) LATE CORRECTION PENALTY					
TR Apply back to R201871 \$3,028.39 / Apply \$1,692.63 to / Red. d D: SD. / 2007 R201900 / 10,706.67					

Step 4: sign the form	"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."	
	Signature 	Date of application for tax refund
If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.		

Step 5: Tax refund Determination	This tax refund is <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved		AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE DATE: <u>JE 5-5-09</u>
	Authorized officer 	Date	<u>5/6/09</u>
	Collector(s) of taxing unit(s) for refund applications over (insert amount for which governing body approval is required under Section 31.11, tax code) 	Date	<u>4/30/09</u>

APPLICATION FOR TAX REFUND

Collection office name HIDALGO COUNTY TAX OFFICE	Collecting tax for: (Tax Units) GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN- CLV-CMS-CPN-CPO-CWL-SEB-SLV- SML-SMS-SSL-SWL-JCC
Present mailing address (number and street) P O BOX 178	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	Phone (area code and number) (956) 318-2157

To apply for a tax refund, the taxpayer must complete the following

Step 1: Owner's name and address	Owner's name THE SHOPPES AT RIO GRANDE VALLEY ↗	
	Present mailing address (number and street) 149 COLONIAL RD	
	City, town or post office, state, ZIP code MANCHESTER, CT 06045	Phone (area code and number)

Legal description (or attach copy of the tax bill or tax receipt): **KELLY PHARR TRACT W682.83'-N1161.88' AN IRR**

Step 2: Describe the property	TR LYING NW-EXPWY 281 ECX 1AC LOT 34 8.10AC	
	Address or location of property: R201900 ↗	
	Account number of property: K2400.00.000.0034.02 ↗	Tax receipt number:
	OR	

Step 3: Give the tax payment information	Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
	1. ALL ENTITIES	2008 ↗	1/13 / 2009	\$ 46987.87 ↗	\$ 15822.91 ↗
	2.		/	\$	\$
	3.		/	\$	\$
	4.		/	\$	\$
	5. TOTAL		/	\$	\$ 15822.91 ↗
Taxpayer's reason for refund (attach supporting documentation): IA -VALUE DECREASE CORRECTION					
OF NON-CLERICAL ERROR SEC 25.25(d) LATE CORRECTION PENALTY <i>No funds Refunded</i>					
TR ^D <i>Apply back: 2004 → 6,331.38 / 2005 → 5,926.28 / 2006 → 398.75 / 2008 → 3,116.50</i>					

Step 4: sign the form	"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."	
	Signature sign here ↗	Date of application for tax refund
If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.		

Step 5: Tax refund Determination	This tax refund is <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved		AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE DATE: <u>JE 5-5-09</u>
	Authorized officer sign here ↗	Date 5/6/09	
	Collector(s) of taxing unit(s) for refund applications over (insert amount for which governing body approval is required under Section 31.11, tax code) sign here ↗	Date 4/30/09	

APPLICATION FOR TAX REFUND

Collection office name HIDALGO COUNTY TAX OFFICE	Collecting tax for: (Tax Units) GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN- CLV-CMS-CPN-CPO-CWL-SEB-SLV- SML-SMS-SSL-SWL-JCC
Present mailing address (number and street) P O BOX 178	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	Phone (area code and number) (956) 318-2157

To apply for a tax refund, the taxpayer must complete the following

Step 1: Owner's name and address	Owner's name THE SHOPPES AT RIO GRANDE VALLEY ↗
	Present mailing address (number and street) 149 COLONIAL RD
	City, town or post office, state, ZIP code MANCHESTER, CT 06045

Phone (area code and number)


Legal description (or attach copy of the tax bill or tax receipt): **KELLY PHARR TRACT SW2.36AC AN IRR TR-W**

Step 2: Describe the property	660'-S330'-N660' LOT 36 2.36AC GR 1.98AC NET
	Address or location of property: R201901 ↗
	Account number of property: K2400.00.000.0036.00 ↗
	Tax receipt number: OR

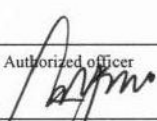
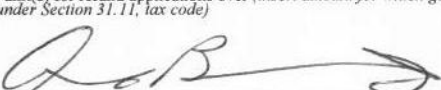
Step 3: Give the tax payment information	Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested		Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
	1. ALL ENTITIES	2008 ↗	1/13	/	2009	\$ 17831.79 ↗
2.			/		\$	\$
3.			/		\$	\$
4.			/		\$	\$
5. TOTAL			/		\$	\$ 6018.23 ↗

Taxpayer's reason for refund (attach supporting documentation): **IA -VALUE DECREASE CORRECTION
OF NON-CLERICAL ERROR SEC 25.25(d) LATE CORRECTION PENALTY**

TR Apply back \$1,181.36 / Refund Diff \$4,836.87

Step 4: sign the form	"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."	
	Signature sign here 	Date of application for tax refund

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Step 5: Tax refund Determination	This tax refund is <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved		AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE DATE: <u>JE 5-5-09</u>
	Authorized officer sign here 	Date <u>5/6/09</u>	
	Collector(s) of taxing unit(s) for refund applications over (insert amount for which governing body approval is required under Section 31.11, tax code) sign here 	Date <u>4/30/09</u>	

APPLICATION FOR TAX REFUND

Collection office name HIDALGO COUNTY TAX OFFICE	Collecting tax for: (Tax Units) GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN- CLV-CMS-CPN-CPO-CWL-SEB-SLV- SML-SMS-SSL-SWL-JCC
Present mailing address (number and street) P O BOX 178	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	Phone (area code and number) (956) 318-2157


To apply for a tax refund, the taxpayer must complete the following

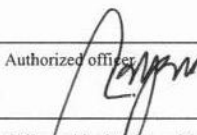
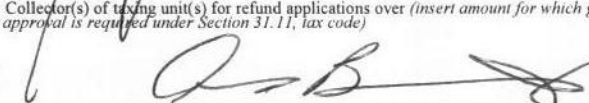
Step 1: Owner's name and address	Owner's name THE SHOPPES AT RIO GRANDE VALLEY †
	Present mailing address (number and street) 149 COLONIAL RD
	City, town or post office, state, ZIP code MANCHESTER, CT 06045
	Phone (area code and number)

Legal description (or attach copy of the tax bill or tax receipt): **KELLY PHARR TRACT NW3.32AC AN IRR TR-N3**

Step 2: Describe the property	30'-S660'-W660' LOT 36 3.32AC GR 2.95AC NET
	Address or location of property: R201902 †
	Account number of property: K2400.00.000.0036.01 †
	Tax receipt number: OR

Step 3: Give the tax payment information	Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
	1. ALL ENTITIES	2008	1/13 / 2009	\$ 25169.08 †	\$ 8494.57 †
	2.		/	\$	\$
	3.		/	\$	\$
	4.		/	\$	\$
	5. TOTAL		/	\$	\$ 8494.57 †
Taxpayer's reason for refund (attach supporting documentation): IA -VALUE DECREASE CORRECTION OF NON-CLERICAL ERROR SEC 25.25(d) LATE CORRECTION PENALTY					
TR Apply back \$ 1,667.45 / Refund diff. \$ 6,827.12					

Step 4: sign the form	"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."	
	Signature sign here 	Date of application for tax refund
	If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.	

Step 5: Tax refund Determination	This tax refund is <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved		AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE DATE: <u>JE 5-5-09</u>
	Authorized officer sign here 	Date 5/7/09	
	Collector(s) of taxing unit(s) for refund applications over (insert amount for which governing body approval is required under Section 31.11, tax code) sign here 	Date 4/30/09	

APPLICATION FOR TAX REFUND

Collection office name HIDALGO COUNTY TAX OFFICE	Collecting tax for: (Tax Units) GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC
Present mailing address (number and street) P O BOX 178	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	Phone (area code and number) (956) 318-2157


To apply for a tax refund, the taxpayer must complete the following


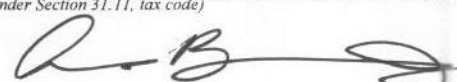
Step 1: Owner's name and address	Owner's name ROCHA, ELODIA NINO + PAYER: ROCHA TERESO JR +
	Present mailing address (number and street) PO BOX 1160
	City, town or post office, state, ZIP code LA BLANCA, TX 78558
	Phone (area code and number)

Legal description (or attach copy of the tax bill or tax receipt): **LA BLANCA "B"**

Step 2: Describe the property	Address or location of property:
	R207231 +
	Account number of property: L0450.00.148.0000.00 +
	Tax receipt number: OR

Step 3: Give the tax payment information	Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
	1. ALL ENTITIES	2008 +	1/30 / 2009	\$ 4181.83 +	\$ 3048.03 +
	2.		/	\$	\$
	3.		/	\$	\$
	4.		/	\$	\$
	5. TOTAL		/	\$	\$ 3048.03 +
Taxpayer's reason for refund (attach supporting documentation): SUPP#7					
WRONG LAND RATE APPLIED					
HF					

Step 4: sign the form	"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."	
	Signature sign here 	Date of application for tax refund
If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.		

Step 5: Tax refund Determination	This tax refund is <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved		AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE DATE: JF 5-5-09
	Authorized officer sign here 	Date 5/6/09	
	Collector(s) of taxing unit(s) for refund applications over (insert amount for which governing body approval is required under Section 31.11, tax code) sign here 	Date 4/2/09	

APPLICATION FOR TAX REFUND

Collection office name HIDALGO COUNTY TAX OFFICE	Collecting tax for: (Tax Units) GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN- CLV-CMS-CPN-CPO-CWL-SEB-SLV- SML-SMS-SSL-SWL-JCC
Present mailing address (number and street) P O BOX 178	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	Phone (area code and number) (956) 318-2157

To apply for a tax refund, the taxpayer must complete the following

Step 1: Owner's name and address	Owner's name STONEOAK DEVELOPMENT LTD * PAYER: STONE OAK DEVELOPMENT
	Present mailing address (number and street) 1429 E TAMARACK AVE
	City, town or post office, state, ZIP code MCALLEN, TX 78501
	Phone (area code and number)

Legal description (or attach copy of the tax bill or tax receipt): **LA LOMITA**

Step 2: Describe the property	Address or location of property: R665807 *
	Account number of property: L1300.00.000.0113.13 *
	Tax receipt number:
	OR

Step 3: Give the tax payment information	Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
	1. ALL ENTITIES	2007 *	1/31	\$ 11432.52*	\$ 5373.28 *
	2.			\$	\$
	3.			\$	\$
	4.			\$	\$
	5. TOTAL		<i>see schedule attached</i>	\$	\$ 5373.28 *
Taxpayer's reason for refund (attach supporting documentation): SUPP#19^D Apply #605.92 to 2007 R 665807					
THIS IS A NON CLERICAL ERROR SECTION 25.25(D) LATE CORRECTION PENALTY					
HF² Apply #4,767.36 to 2007 R 669536 ; Not funds refunded to taxpayer					

Step 4: sign the form	"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."	
	Signature sign here	Date of application for tax refund
If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.		

Step 5: Tax refund Determination	This tax refund is <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved		AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE DATE: JE 5-5-09
	Authorized officer sign here	Date 5/4/09	
	Collector(s) of taxing unit(s) for refund applications over (insert amount for which governing body approval is required under Section 31.11, tax code) sign here	Date 4/2/09	

APPLICATION FOR TAX REFUND

Collection office name HIDALGO COUNTY TAX OFFICE	Collecting tax for: (Tax Units) GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC
Present mailing address (number and street) P O BOX 178	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	Phone (area code and number) (956) 318-2157

To apply for a tax refund, the taxpayer must complete the following

Step 1: Owner's name and address	Owner's name GONZALES, MARIA & MALENA DE LA PENA * PAYER: GONZALES, MARIA + Teresa + Malena De la Pena
	Present mailing address (number and street) PO BOX 1013
	City, town or post office, state, ZIP code WESLACO, TX 78596

Legal description (or attach copy of the tax bill or tax receipt): **LAKE WAY LT 3**

Step 2: Describe the property	Address or location of property:
	R699612 +
	Account number of property: Tax receipt number:
	L2455.00.000.0003.00 + OR

Step 3: Give the tax payment information	Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
	1. ALL ENTITIES	2008	12/31	2008	\$ 8334.04 +
2.				\$	\$
3.				\$	\$
4.				\$	\$
5. TOTAL				\$	\$ 4267.51 +

Taxpayer's reason for refund (attach supporting documentation): **SUPP#7**

HS FILED LATE MULTIPLE OWNER ACCT TO L2455.00.000.0003.01 - Taxes due

HF Apply 4,167.03 to R 728712 w/12-31-08 Refund Diff 100.48

Step 4: sign the form	"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."	
	Signature sign here	Date of application for tax refund

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Step 5: Tax refund Determination	This tax refund is <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved	AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE DATE: <u>JE 5-5-09</u>
	Authorized officer sign here	Date 5/7/09
	Collector(s) of taxing unit(s) for refund applications over (insert amount for which governing body approval is required under Section 31.11, tax code) sign here	Date 4/15/09

APPLICATION FOR TAX REFUND

Collection office name HIDALGO COUNTY TAX OFFICE	Collecting tax for: (Tax Units) GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN- CLV-CMS-CPN-CPO-CWL-SEB-SLV- SML-SMS-SSL-SWL-JCC
Present mailing address (number and street) P O BOX 178	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	Phone (area code and number) (956) 318-2157


To apply for a tax refund, the taxpayer must complete the following

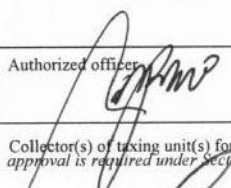
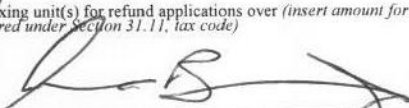
Step 1: Owner's name and address	Owner's name SAENZ UTILITY CONTRACTORS ↑
	Present mailing address (number and street) 22290 N FM 88
	City, town or post office, state, ZIP code EDCOUCH, TX 78538
	Phone (area code and number)

Legal description (or attach copy of the tax bill or tax receipt): **SUPPLIES FURNITURE FIXTURES EQUIPMENT &**

Step 2: Describe the property	VEHICLE AT 22290 N FM 88
	Address or location of property:
	P688859 ↑
	Account number of property: M0150.99.085.0010.00 ↑ Tax receipt number: OR

Step 3: Give the tax payment information	Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
	1. ALL ENTITIES	2007 ↑	1/31 / 2008	\$ 25788.33 ↑	\$ 2581.22 ↑
	2.		/	\$	\$
	3.		/	\$	\$
	4.		/	\$	\$
	5. TOTAL		/	\$	\$ 2581.22 ↑
Taxpayer's reason for refund (attach supporting documentation): SUBMITTED/ENTERED WRONG					
VALUE DECREASE.					
TR					

Step 4: sign the form	"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."	
	Signature sign here 	Date of application for tax refund
If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.		

Step 5: Tax refund Determination	This tax refund is <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved		AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE DATE: <u>JE 5-6-09</u>
	Authorized officer sign here 	Date <u>5/26/09</u>	
	Collector(s) of taxing unit(s) for refund applications over (insert amount for which governing body approval is required under Section 31.11, tax code) sign here 	Date <u>4/29/09</u>	

APPLICATION FOR TAX REFUND

Collection office name HIDALGO COUNTY TAX OFFICE	Collecting tax for: (Tax Units) GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN- CLV-CMS-CPN-CPO-CWL-SEB-SLV- SML-SMS-SSL-SWL-JCC
Present mailing address (number and street) P O BOX 178	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	Phone (area code and number) (956) 318-2157

To apply for a tax refund, the taxpayer must complete the following

Step 1: Owner's name and address	Owner's name TOYOTA MOTOR CREDIT ↑ PAYER: TOYOTA MOTOR CREDIT ↑
	Present mailing address (number and street) 19001 S WESTERN AVE
	City, town or post office, state, ZIP code TORRANCE, CA 90501-1106

Phone (area code and number)

Legal description (or attach copy of the tax bill or tax receipt): **LEASED VEHICLES MCALLEN**

Step 2: Describe the property	Address or location of property: P344363 ↑
	Account number of property: M1950.99.000.0002.65 ↑
	Tax receipt number:
	OR

Step 3: Give the tax payment information	Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
	1. ALL ENTITIES	2008 ↑	1/29	2009	\$ 32803.64 ↑
2.				\$	\$
3.				\$	\$
4.				\$	\$
5. TOTAL				\$	\$ 2982.15 ↑

Taxpayer's reason for refund (attach supporting documentation): **SUPP#6**

SUBMITTED/ENTERED WRONG GRANTED 10% RENDITION PENALTY WAIVED

HF

Taxes due on R2900.99-000-0000-A1

Step 4: sign the form	"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."	
	Signature sign here	Date of application for tax refund

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Step 5: Tax refund Determination	This tax refund is <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved	
	Authorized officer sign here	Date 5/6/09
	Collector(s) of taxing unit(s) for refund applications over (insert amount for which governing body approval is required under Section 31.11, tax code) sign here	Date 4/2/09

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: **JE 5-5-09**

APPLICATION FOR TAX REFUND

Collection office name HIDALGO COUNTY TAX OFFICE	Collecting tax for: (Tax Units) GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC
Present mailing address (number and street) P O BOX 178	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	Phone (area code and number) (956) 318-2157

To apply for a tax refund, the taxpayer must complete the following

Step 1: Owner's name and address	Owner's name EL PISTOLON LLTD <i>Payer: El Pistolon II LTD</i>
	Present mailing address (number and street) 2901 N 10TH ST., STE P <i>owner: El Pistolon LLP</i>
	City, town or post office, state, ZIP code MCALLEN, TX 78501

Legal description (or attach copy of the tax bill or tax receipt): **PLAZA LAS FUENTES LOT 1**

Step 2: Describe the property	Address or location of property: R697132
	Account number of property: P7475.00.000.0001.00
	Tax receipt number: OR

Step 3: Give the tax payment information	Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
	1. ALL ENTITIES	2008	1/28	/ 2009	\$ 164673.74
2.			/	\$	\$
3.			/	\$	\$
4.			/	\$	\$
5. TOTAL			/	\$	\$ 56137.47

Taxpayer's reason for refund (attach supporting documentation): **SUPP#8 DUE TO VALUE DECREASE**

TR

Step 4: sign the form	"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."	
	Signature sign here	Date of application for tax refund

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Step 5: Tax refund Determination	This tax refund is <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved	
	AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE DATE: <u>JE 5-6-09</u>	
	Authorized officer sign here	Date 5/7/09

Collector(s) of taxing unit(s) for refund applications over (insert amount for which governing body approval is required under Section 31.11, tax code) sign here	Date 4/30/09
--	------------------------

APPLICATION FOR TAX REFUND

Collection office name HIDALGO COUNTY TAX OFFICE	Collecting tax for: (Tax Units) GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN- CLV-CMS-CPN-CPO-CWL-SEB-SLV- SML-SMS-SSL-SWL-JCC
Present mailing address (number and street) P O BOX 178	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	Phone (area code and number) (956) 318-2157

To apply for a tax refund, the taxpayer must complete the following

Step 1: Owner's name and address	Owner's name SHAMROCK ADVENTURE LX11 LTD <i>Paid by: Walgreens*</i>
	Present mailing address (number and street) 2401 FOUNTAINVIEW STE 801
	City, town or post office, state, ZIP code HOUSTON, TX. 77057

Phone (area code and number)

Legal description (or attach copy of the tax bill or tax receipt): **SANTA ANA PLAZA LT 1**


Step 2: Describe the property	Address or location of property:
	R685025 *
	Account number of property: S1452.00.000.0001.00 *
	Tax receipt number: OR

Step 3: Give the tax payment information	Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
	1. ALL ENTITIES	2005*	1/31	2006	\$ 37154.78*
2.				\$	\$
3.				\$	\$
4.				\$	\$
5. TOTAL				\$	\$ 8706.49 *



Taxpayer's reason for refund (attach supporting documentation): **SUPP#35**

ENTERED INCORRECT SIZE OF 99,200 SQ FT INSTEAD OF THE CORRECT SIZE OF 69551 SQ FT

HF

Step 4: sign the form	"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."	
	Signature sign here 	Date of application for tax refund

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Step 5: Tax refund Determination	This tax refund is <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved		AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE DATE: <u>JE 5-5-09</u>
	Authorized officer sign here 	Date	5/7/09
	Collector(s) of taxing unit(s) for refund applications over (insert amount for which governing body approval is required under Section 31.11, tax code) sign here 	Date	4/15/09

APPLICATION FOR TAX REFUND

Collection office name HIDALGO COUNTY TAX OFFICE	Collecting tax for: (Tax Units) GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN- CLV-CMS-CPN-CPO-CWL-SEB-SLV- SML-SMS-SSL-SWL-JCC
Present mailing address (number and street) P O BOX 178	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	Phone (area code and number) (956) 318-2157


To apply for a tax refund, the taxpayer must complete the following




Step 1: Owner's name and address	Owner's name JAK-ESP LLC*
	Present mailing address (number and street) 5518 MCCOLL
	City, town or post office, state, ZIP code MCALLEN, TX 78504
	Phone (area code and number)

Legal description (or attach copy of the tax bill or tax receipt): **STEELE & PERSHING S834.36'-E617'-W825.32' LOT 1**

Step 2: Describe the property	BLK 6 11.81AC NET
	Address or location of property:
	R290023 *
	Account number of property: S5950.00.006.0001.01 * OR Tax receipt number:

Step 3: Give the tax payment information	Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
	1. ALL ENTITIES	2008 *	1/30 / 2009	\$ 29584.06*	\$ 29484.92 *
	2.		/	\$	\$
	3.		/	\$	\$
	4.		/	\$	\$
	5. TOTAL		/	\$	\$ 29484.92 *
Taxpayer's reason for refund (attach supporting documentation): GRANT AG USE FOR 2008- FAILED TO GRANT. TR					

Step 4: sign the form	"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."	
	Signature sign here 	Date of application for tax refund
If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.		

Step 5: Tax refund Determination	This tax refund is <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved		AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE DATE: <u>JE 5-6-09</u>
	Authorized officer sign here 		Date <u>5/2/09</u>
	Collector(s) of taxing unit(s) for refund applications over (insert amount for which governing body approval is required under Section 31.14 tax code) sign here 		Date <u>4/30/09</u>

APPLICATION FOR TAX REFUND

Collection office name HIDALGO COUNTY TAX OFFICE	Collecting tax for: (Tax Units) GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN- CLV-CMS-CPN-CPO-CWL-SEB-SLV- SML-SMS-SSL-SWL-JCC
Present mailing address (number and street) P O BOX 178	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	Phone (area code and number) (956) 318-2157

To apply for a tax refund, the taxpayer must complete the following

Step 1: Owner's name and address	Owner's name GARZA, RICHARD A ^{DBA} PAYER: GARZA, RICHARD AND BIC INVESTMENTS
	Present mailing address (number and street) 3910 W FREDDY GONZALEZ DR
	City, town or post office, state, ZIP code EDINBURG, TX 78539

Step 2: Describe the property	Legal description (or attach copy of the tax bill or tax receipt): TEX-MEX SURVEY S20AC
	<i>Note: Apply to - R558465 \$3,231.80 / R109755 \$262.24</i>
	Address or location of property: <i>R634033 \$323.44 / R634034 \$165.69</i>
	Account number of property: <i>R295139 + R558456 \$217.08 / R558463 \$189.58</i>
	Tax receipt number: <i>T2100.00.237.0016.02 +</i>
	OR

Step 3: Give the tax payment information	Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
	1. ALL ENTITIES	2007 +	1/31 / 2008	\$ 3815.79 +	\$ 3678.02 +
	2.	2008 +	12/4 / 2008	\$ 3993.56 +	\$ 3842.13 +
	3.		/	\$	\$
	4.		/	\$	\$
	5. TOTAL		/	\$	\$ 7520.15 +

Taxpayer's reason for refund (attach supporting documentation): **SUPP#6 & 18**

GRANTED AG USE-WAS REMOVED IN ERROR DURING DEED CHANGE APPL ON FILE SINCE2004

HF *See Note above and attached schedule. Applying 4,389.83; refund 3,130.32*

Step 4: sign the form	"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."	
sign here	Signature	Date of application for tax refund
	If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.	

Step 5: Tax refund Determination	This tax refund is <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved	AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE DATE: <u>JE 5-5-09</u>
sign here	Authorized officer	Date
	<i>[Signature]</i>	<i>5/6/09</i>
sign here	Collector(s) of taxing unit(s) for refund applications over (insert amount for which governing body approval is required under Section 31.11, tax code)	Date
	<i>[Signature]</i>	<i>4/20/09</i>

slb 4-2-09

APPLICATION FOR TAX REFUND

Collection office name HIDALGO COUNTY TAX OFFICE	Collecting tax for: (Tax Units) GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC
Present mailing address (number and street) P O BOX 178	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	Phone (area code and number) (956) 318-2157

To apply for a tax refund, the taxpayer must complete the following

Step 1: Owner's name and address	Owner's name MARBURGER KYLE & MARTHA JANE * PAYER: COUNTRYWIDE †
	Present mailing address (number and street) 2308 RED RIVER RD
	City, town or post office, state, ZIP code MISSION, TX 78572
	Phone (area code and number)


Legal description (or attach copy of the tax bill or tax receipt): **THE GREENS AT CIMARRON LT 12**

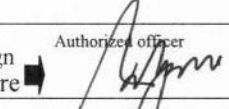
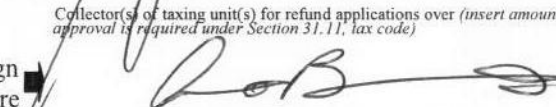
Step 2: Describe the property	Address or location of property:
	R505428 †
	Account number of property: Tax receipt number:
	T3255.00.000.0012.00 † OR

Step 3: Give the tax payment information	Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
	1. ALL ENTITIES	2008 †	12/31	/ 2008	\$ 15480.25 †
2.			/	\$	\$
3.			/	\$	\$
4.			/	\$	\$
5. TOTAL			/	\$	\$ 3459.84 †

Taxpayer's reason for refund (attach supporting documentation): **SUPP#6 Apply \$1,202.04 back to 2008 10-31-08**
THIS IS A NON CLERICAL ERROR FOR 2008 YR. SEC25.25(D) LATE CORRECTION PENALTY

HF Refund difference of \$2,257.81

Step 4: sign the form	"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."	
	Signature sign here 	Date of application for tax refund
If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.		

Step 5: Tax refund Determination	This tax refund is <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved		AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE DATE: <u>JE 5-5-09</u>
	Authorized officer sign here 	Date 5/6/09	
	Collector(s) of taxing unit(s) for refund applications over (insert amount for which governing body approval is required under Section 31.11, tax code) sign here 	Date 4/20/09 sb 4-2-09	

APPLICATION FOR TAX REFUND

Collection office name HIDALGO COUNTY TAX OFFICE	Collecting tax for: (Tax Units) GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN- CLV-CMS-CPN-CPO-CWL-SEB-SLV- SML-SMS-SSL-SWL-JCC
Present mailing address (number and street) P O BOX 178	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	Phone (area code and number) (956) 318-2157

To apply for a tax refund, the taxpayer must complete the following

Step 1: Owner's name and address	Owner's name THE SHOPPES AT RIO GRANDE VALLEY *	
	Present mailing address (number and street) 149 COLONIAL RD	
	City, town or post office, state, ZIP code MANCHESTER, CT 06045	Phone (area code and number)

Legal description (or attach copy of the tax bill or tax receipt): **THE SHOPPES AT RIO GRANDE VALLEY PH 1**

Step 2: Describe the property	LOT 1
	Address or location of property:
	R722583 *
	Account number of property: Tax receipt number:
	T3663.01.000.0001.00 * OR

Step 3: Give the tax payment information	Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
	1. ALL ENTITIES	2008 *	1/13	2009	\$ 274919.69 *
2.			/	\$	\$
3.			/	\$	\$
4.			/	\$	\$
5. TOTAL			See attachment	\$	\$ 92785.41 *

Taxpayer's reason for refund (attach supporting documentation): **IA -VALUE DECREASE CORRECTION**

OF NON-CLERICAL ERROR SEC 25.25(d) LATE CORRECTION PENALTY No funds refunded

TR **R722583** **\$18,213.43** / **Apply to 2004-2007 1-13-09** / **Apply to 2008 1-13-09**
RB R722589 \$44,136.81 / **RB R722589 \$30,435.17**

Step 4: sign the form	"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."	
	Signature sign here	Date of application for tax refund
	If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.	

Step 5: Tax refund Determination	This tax refund is <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved		AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE DATE: JE 5-5-09
	Authorized officer sign here	Date 5/6/09	
	Collector(s) of taxing unit(s) for refund applications over (insert amount for which governing body approval is required under Section 31.11, tax code) sign here	Date 4/30/09	

APPLICATION FOR TAX REFUND

Collection office name HIDALGO COUNTY TAX OFFICE	Collecting tax for: (Tax Units) GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC
Present mailing address (number and street) P O BOX 178	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	Phone (area code and number) (956) 318-2157

To apply for a tax refund, the taxpayer must complete the following

Step 1: Owner's name and address	Owner's name SERNA, JOSE F & ELADIA⁺ PAYER:JOSE F SERNA⁺
	Present mailing address (number and street) 13537 N TROSPER RD
	City, town or post office, state, ZIP code MISSION, TX 78573

Legal description (or attach copy of the tax bill or tax receipt): **WEST ADDN TO SHARYLAND**


Step 2: Describe the property	Address or location of property: R319250⁺
	Account number of property: W0100.00.055.0004.21⁺
	Tax receipt number: OR

Step 3: Give the tax payment information	Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
	1. ALL ENTITIES	2008 ⁺	10/29 / 2008	\$ 14903.28 ⁺	\$ 6259.16 ⁺
	2.		1/12 / 2009	\$	\$
	3.		1/30 / 2009	\$	\$
	4.		/	\$	\$
	5. TOTAL		/	\$	\$ 6259.16 ⁺

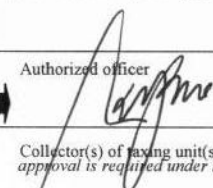
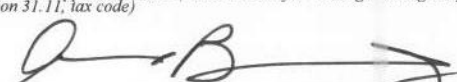
Taxpayer's reason for refund (attach supporting documentation): **SUPP#7**

SUBMITTED/ENTERED WRONG; GRANT HS FILED LATE

HF

Step 4: sign the form	"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."	
	Signature sign here 	Date of application for tax refund

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Step 5: Tax refund Determination	This tax refund is <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved		AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE DATE: <u>JK 5-5-09</u>
	Authorized officer sign here 	Date 5/6/09	
	Collector(s) of taxing unit(s) for refund applications over (insert amount for which governing body approval is required under Section 31.11, tax code) sign here 	Date 4/2/09	

AI-15490

7.A.

Membership Renewal

CC CONSENT

Date: 05/19/2009

Submitted By: Angela Garcia, BUDGET & MANAGEMENT

Submitted For: Angie Chapa

Department: BUDGET & MANAGEMENT

Information

CAPTION

Requesting authorization and approval to renew 2009 membership dues for the American Association of Law Libraries for Angie Chapa (Law Librarian) in the amount of \$233.00.

BACKGROUND

Req. # 154857

Fiscal Impact

FISCAL YEAR: 2009

ACCT. #: 9-1247-412-50-100-001-0-810

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available as of 05/14/09.

Attachments

Link: [invoice/affidavit](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Ivan Cantu	05/14/2009 09:30 AM	APRV
2	Sylvia Solis	Sylvia Solis	05/14/2009 01:20 PM	APRV
3	Auditor's Office		05/15/2009 05:53 PM	NEW

Form Started By: Angela Garcia
Started On: 05/14/2009 08:40 AM

Final Approval Date: 05/15/2009

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

**THE STATE OF TEXAS
COUNTY OF HIDALGO**

I, Angie Z. Chapa, do hereby state that my membership in the Amer. Assoc. Law Librarians on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature.
4. The association or organization may provide information for a member of the legislature to appear before a legislative committee at the request of the committee or member of the legislature to provide information related to County Government, but not to attempt to influence legislation; and
5. Neither the association nor organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: Angie Z. Chapa
TITLE: Law Librarian

DATE: 5/13/09

Before me GINNA ALVAREZ, a Notary Public, appeared Angie Z. Chapa, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.



GINNA ALVAREZ
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

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



American Association of Law Libraries

MAXIMIZING THE POWER OF THE LAW LIBRARY COMMUNITY SINCE 1906

Payment Address:
94340 Eagle Way, Chicago, IL 60678-9430
Phone: (312) 939-4764
Fax: (312) 431-1097
AALL Taxpayer ID: 36-2536424
www.aallnet.org

Please make any necessary corrections. Please print clearly.

Dues Invoice

Invoice Date: 3/16/2009

Record Number: 24866

Dues Period: June 1, 2009 - May 31, 2010

Ms. Angie Z. Chapa
Law Librarian
Hidalgo County Law Library
100 N Clossner Blvd Ste D
Edinburg, TX 78539-3563

DESCRIPTION	DUES	SIS @ \$15 EA	TOTAL
Chapa, Angie (SIS: 12)	\$218.00	\$15.00	\$233.00

COPY

Membership of individuals billed and remitted on this invoice may be retained and assigned at the discretion of the remitting institution.

Have questions about your membership? Email us at membership@aall.org

DUES ARE PAYABLE ON OR BEFORE JUNE 1.
REMIT INVOICE WITH PAYMENT TO AVOID DELAYS IN PROCESSING YOUR DUES.

INVOICE SUBTOTAL	\$233.00
ADDITIONS (See Instructions on Back)	
SUBTRACTIONS (See Instructions on Back)	
INVOICE SUBTOTAL	

PAYMENT METHOD

Make Payable in U.S. \$ to American Association of Law Libraries

Check Enclosed: # _____

Charge My Credit Card:

Visa: MasterCard American Express

Cardholder's Name _____

Card Number _____

Expiration Date _____ CVV# _____

Authorizing Signature _____

INVOICES MUST BE RETURNED WITH PAYMENT

AI-15433

8.A.

**Homebuyer Assistance program contract
CC CONSENT**

Date: 05/19/2009
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Category: Urban County

Information

CAPTION

Request approval to enter into ONE (1) "Homebuyer Assistance Program" Contract under the Home Program.

BACKGROUND

The applicant below has been found eligible to receive closing cost/down payment assistance under the HOME-Homebuyer Assistance Program. Approval is being requested to enter into contract with the following family:

APPLICANT	FUNDING YEAR	GRANT AMOUNT	LENDER	LEGAL DESCRIPTION
Martha Leal	FY 2005	\$ 5,000	USDA	Lot 41 Tierra Encantada Subdivision Alamo, Texas

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/12/2009 01:02 PM	APRV
2	Veronica Lopez	Veronica Lopez	05/13/2009 02:11 PM	APRV
3	Auditor's Office		05/15/2009 05:53 PM	NEW
Form Started By: Estella Webber			Started On: 05/12/2009 10:46 AM	
Final Approval Date: 05/15/2009				

AI-15499
ERO RFP #4
CC CONSENT

9.A.

Date: 05/19/2009
Submitted By: Dale Kennan, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Category: Budget and Management

Information

CAPTION

Presentation for discussion, consideration, acceptance and approval of request for payment #4 for Invoice # 012-1668 (dated 4/30/09) in the total amount of \$31,250.00 as submitted by ERO Architects subject to County Auditor's review and completion of processing procedures with authority for County Treasurer issue payment/check in connection with Contract # C-08-113-12-23 (PO # 619286) for: "As Built drawings of the existing Courthouse to includes Annexes and the surrounding Parking Areas & Sidewalks Project" (Phase II B: Needs Analysis and Programming).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-415-00-115-002-0-334
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
PO# 619286 has \$107,300.00 available as of 5/14/09.

Attachments

Link: [Invoice](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Rosie Cantu	05/14/2009 02:57 PM	APRV
2	Ivan Cantu	Ivan Cantu	05/15/2009 08:01 AM	APRV
3	Auditor's Office		05/15/2009 05:53 PM	NEW

Form Started By: Dale Kennan Started On: 05/14/2009 01:14 PM
Final Approval Date: 05/15/2009



300 S. 8th Street
 McAllen, TX 78501
 Tel.#956-661-0400 Fax#956-661-0401

Invoice

Date	Invoice #
4/30/2009	012-1688

Bill To
County of Hidalgo Attn: Ramon Vela Executive Officer to Commissioner's Court 2812 S. Business Hwy 281 Edinburg, TX 78539

MAY 14 2009
 By: *C. G. 380*

P.O. No.	Terms	Project
	Net 30	09005-Hidalgo Courthouse Condition Assess

Phase II - Parts A & B = \$220,000 Contract Fee						
Project Phase	Fee by Pha...	Prev. Billed	% Prev. Bill...	% This Bill	Total % Billed	Inv. Amt.
Phase II - A: Property Condition Assessment: Environmental Assessment	95,000.00	62,700.00	66.00%	0.00%	66.00%	0.00
Phase II - B: Needs Analysis and Programming	125,000.00	75,000.00	60.00%	25.00%	85.00%	31,250.00

HIDALGO COUNTY
 BUDGET OFFICE
 2009 MAY 14 AM 10 41

Total	\$31,250.00
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9-1100-415-00-115-002-0-334
 P# 619286

**Renewal/Extension For "Pool For Professional Consulting Services To Seek Funding Through State, Federal, Private Sector(s) And Other Sources
CC CONSENT**

Date: 05/19/2009
Submitted By: Vangie Garcia, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

Requesting authority to exercise the one (1) year renewal/extension as provided in the RFP/Q-Pool Of Professional Consultants to seek Funding and Assistance through Federal, State Agencies, Private Sector(s) and Other Sources (including all funding sources, programs and entities) for Hidalgo County, under the same rates, terms and conditions with the following individuals listed in Pool;

1. Hollis Rutledge & Associates
2. Dos Logistics, Inc.
3. Tuggey Rosenthal Pauerstein Sandoloski Agather LLP
4. Paul Vazaldua, dba, Vazaldua & Associates

BACKGROUND

Effective as of June 17, 2009 and terminating on June 16, 2010.

Fiscal Impact

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

BUDGETARY IMPACT:

Funding source has yet to be identified. Will depend on type of compensation selected by CC, i.e. contingency fee basis, fixed fee, contingency plus expense reimbursement, etc.

Possible expense object code 311 "Management Consulting Services"

Attachments

- Link: [EXHIBIT A REQUIREMENTS](#)
- Link: [LIST OF POOL](#)
- Link: [SIGNED ACKNOWLEDGEMENT LETTERS](#)

Form Routing/Status

Route Seq Inbox	Approved By Date	Status
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1	Purchasing Department	Marty Salazar	05/13/2009 02:54 PM	APRV
2	Budget & Management	Veronica Lopez	05/13/2009 04:03 PM	APRV
3	Ivan Cantu	Ivan Cantu	05/14/2009 01:53 PM	APRV
4	Auditor's Office		05/15/2009 05:53 PM	NEW

Form Started By: Vangie Garcia

Started On: 05/08/2009 03:27 PM

Final Approval Date: 05/15/2009

EXHIBIT A
REQUIREMENTS

HIDALGO COUNTY
REQUEST FOR
PROPOSAL/QUALIFICATIONS

**"POOL OF PROFESSIONAL CONSULTANTS TO SEEK FUNDING AND
ASSISTANCE THROUGH FEDERAL AND STATE AGENCIES, PRIVATE
SECTOR(S) AND OTHER SOURCES"**

(INCLUDING ALL FUNDING SOURCES, PROGRAMS, AND ENTITIES)

RFP/Q NO: 2008-103-05-21-VYG

Hidalgo County is requesting for sealed proposals with qualifications from qualified **"Consultant(s) in order to establish a "Pool Of Professional Consultants To Seek Funding And Assistance Through Federal and State Agencies, Private Sector(s) And Other Sources"** on an **"As Needed Basis"**. Hidalgo County Purchasing Department will receive sealed proposals with qualifications for the provision and establishment of a **"Pool Of Professional Consultants To Seek Funding And Assistance Through Federal and State Agencies, Private Sector(s) And Other Sources"** as specified herein. Sealed proposals with qualifications will be accepted until **9:30 A.M., Wednesday, May 21, 2008. ANY RFP/Q RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:

RFP/Q NO: 2008-103.-05-21-VYG

US Postal Mail address:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy. 281
Edinburg, Texas 78539

Physical Address:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

The Submittal Envelope Must Show the RFP Number, Name and Acceptance Date.

The following outlines the Request For Proposal/Qualifications:

SECTION I GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION:

Hidalgo County is requesting that "Request For Proposal/Qualifications" be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail address:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy. 281
Edinburg, Texas 78539

Physical Address:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMIL NO LATER THAN Wednesday, May 14, 2007 at 5:00 P.M. at (956) 292-7612, and/or BY EMAIL AT: evangelina.garcia@co.hidalgo.tx.us . Responses will be sent to all applicants via facsimile by Friday, May 16, 2008. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

DISCLOSURE OF CONFLICT OF INTEREST:

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any

vendor, person, consultant or contractor considering doing business with Hidalgo County (“the County”) to disclose in the Conflict of Interest Questionnaire (the “CIQ”) attached as **Exhibit D**, the vendor, person consultant or contractor’s affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk’s Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk’s Office located at 100 No. Clossner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:

Prior Contract award, respondents to this RFP/Q must submit a signed Proposer's Affidavit (attached herein in **Exhibit E**) certifying that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's, affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:

Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:

Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS:

Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:

Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT:

Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:

It is the responsibility of the submitter to review the Request for Proposal/Qualification (RFP/Q) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or bidding procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

HAND DELIVERED PROPOSALS:

Hidalgo County requires submitters, when hand delivering RFP/Q, to make sure that it is stamped with date and time by the County Purchasing staff.

SIGNING OF PROPOSALS/QUALIFICATIONS:

In order to be considered all submittals **must** be signed. **Please sign the original in [blue ink](#).**

WAIVING OF INFORMALITIES:

Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING: The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF CONTRACT:

It is intended that the term of the contract will be for an initial period of one (1) year, with County's option to renew for one (1) additional one year term, under the same rates, terms and conditions.

DAVIS BACON ACT:

All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications.

SECTION II RFP REQUIREMENTS

REQUEST FOR PROPOSAL/QUALIFICATION:

The required contents and limitations for the preparation of the RFP/Q are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP/Q. A total of **one (1) original and seven (7) copies** of the RFP/Q shall be submitted to the address on the cover letter.

CONTENTS:

The required contents for the RFP/Q are presented below in the order they should be incorporated into the submitted document.

UNDERSTANDING OF THE PROJECT:

This section should demonstrate the submitter's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:

The County of Hidalgo is seeking to contract with competent, qualified "**Consultant(s)**", in order to establish a "Pool", that has had experience in, but not limited to, the following areas:

- Prefer a minimum of five (5) years responsible experience in business/government;
- Prefer a minimum of three (3) years recent experience in grant and/or technical writing;
- Must have experience relevant to Federal And State Agencies, Private Sector(s), and Other Sources For Funding;
- Must have staffing adequate to devote and assign proper personnel to perform and render all the services requested
- Overall understanding of the "Project" as detailed in scope of work/services
- Excellent financial-related background and interpersonal skills
- Effective communication skills, both verbal and written
- Excellent organizational and analytical skills
- Ability to manage multiple priorities
- Ability to formulate recommendations
- Ability to compile and analyze financial data

FOR ADDITIONAL SPECIFICATIONS AND REQUIREMENTS-PLEASE REFER TO "SCOPE OF SERVICES" SECTION.

Additionally, this section should include a description of the firm's project personnel and their most recent similar projects. For each project, a client contract name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to 5 pages.

PERSONNEL AND STAFFING:

The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

SCOPE OF SERVICES:

Hidalgo County is requesting proposals with qualifications from experienced, qualified consultants in order to establish a "**Pool Of Professional Consultants To Seek Funding And Assistance Through Federal and State Agencies, Private Sector(s) And Other Sources**" to provide consulting services required. The "**Pool Of Professional Consultants To Seek Funding And Assistance Through Federal and State Agencies, Private Sector(s) And Other Souces**"contract will encompass all project-related services to the County of Hidalgo including, but not limited to, the following:

Required services include, but may not be limited to the following:

- a. Review, prepare and/or coordinate grants/funding sources with the assistance of designated Hidalgo County Staff and/or Engineers and Architects;
- b. Provide governmental relations and representation before federal and state agencies, private sector(s) and other sources;
- c. Plan and coordinate meetings between County Officials and key representatives of federal and state agencies, private sector(s) and other sources;
- d. Plan, prepare, and coordinate development of appropriate legislation and appropriation requests to federal and state agencies, private sector(s) and other sources to be presented by County Officials and/or key representatives of the County;
- e. Plan, prepare and coordinate presentations for County Officials/Representatives to present before federal and state Agencies, private sector(s) and other sources;
- f. Notwithstanding, before commencing, consultant shall **not engage** in any lobbying activity for which a license or registration is required under either state or federal law.
- g. Attend meeting(s) with County Officials and Staff to understand the County's concerns and goals prior to commencing any activity relating to federal and state agencies, private sector(s) and other sources;
- h. Coordinate with the County to jointly develop strategies relating to federal and state agencies, private sector(s) and other sources;
- i. Assist the County in identifying and preparing for critical issues and concerns relating to federal and state agencies, private sector(s) and other sources;
- j. Assist with providing appropriate input on any studies identifying concerns that impact the County relating to federal and state agencies, private sector(s) and other sources;
- k. Coordinate and develop better working relationships with other urban counties, and any other appropriate leadership and personnel which may be helpful in coordinated response, in the areas of concern as reasonable and necessary relating to federal and state agencies, private sector(s) and other sources;
- l. Meet with any and other individual(s) or group(s) involved on such matters of concern relating to federal and state agencies, private sector(s) and other sources;
- m. Determine and communicate the various impacts to the County of any and/or such concerns relating to federal and state agencies, private sector(s) and other sources;
- n. Obtain funding from federal and state agencies, private sector(s) and other sources to increase the County's capacity for services through grants and other funding sources.
- o. Prepare and perform other assignments as requested accordingly;
- p. Cooperate and coordinate fully with the County Commissioners' Court, the professional and administrative staffs of the County;
- q. Report and consult to the County Commissioners as often as reasonably necessary;
- r. Provide any other service(s) necessary or desirable for the development of the service(s);
- s. Prepare grant applications/funding requests;
- t. Prepare funding needs assessment;
- u. Prepare and circulate funding alerts;
- v. Consultant will identify, define, and develop funding sources to support existing and planned program activities as well as coordinate the development, writing, and submission of grant proposals to federal and state agencies, private sector(s) and other sources.
- w. Knowledge of Texas County/Local Government, including knowledge of applicable statutes/regulations;

- x. Will be required to collect, analyze, and reporting data on the performance of program activities that are funded by public and private sources;
- y. Consultant will entail researching available grant funding for specific areas of county responsibility and interest (examples: criminal justice, health care, economic development, emergency management, etc.) technical research/writing required to prepare grant applications, prepares complex correspondence and grant reports/statistics and submits to local, federal, state agencies, private sector(s) and other sources, administration of awarded grants in compliance with all grant requirements, regulations, including monitoring of project activities, budgets, record keeping/reporting;

NUMBER OF COPIES TO BE SUBMITTED:

Hidalgo County requires **one (1) original submittal and seven (7) copies.**

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:

Proposer is to provide a fee proposal with qualifications based on the scope of work and services.

SECTION III: SELECTION AND SCHEDULES

EVALUATION SYSTEM:

The evaluation consists of a 100-point scoring system. However, at the sole discretion of Commissioner's Court, a presentation may be requested from the participating firms that have scored at least 80 points in order to complete and finalize the ranking and establishment of a "POOL".

Proposals/Qualifications will be graded on a point system with emphasis on ability to service the County and experience in seeking funding and assistance through federal and state agencies, private sector(s) and other sources, including but not limited to the following:

A. BACKGROUND - 15 POINTS

- 1. Provides sufficient professional background.
- 2. Provides references.
- 3. Indicative of outstanding, or exceptional, performance required services for federal and state agencies, private sector(s) and other sources.

B. COST - 20 POINTS

Provides the required turnkey services at a reasonable cost.

C. EXPERIENCE - 20 POINTS

- 1. Experience in business/government relevant to federal and state agencies, private sector(s) and other sources.
- 2. Experience in business/governmental relations and representation before federal and state agencies, private sector(s) and other sources.
- 3. Knowledge of Texas County/Local Government, including knowledge of applicable statutes/regulations.
- 4. Extent of experience.

D. PROPOSER'S QUALIFICATIONS - 20 POINTS

- 1. Met minimum of five (5) years of experience in federal and state agencies, private sector(s) and other sources.
- 2. Met minimum of three (3) years of experience in grant and/or technical writing.

3. Experience relevant to federal and state agencies, private sector(s) and other sources for funding.

E. CAPACITY OF PERFORMANCE - 25 POINTS

1. Provides appropriate evidence of adequate staffing.
2. Staffing level/experience of staff.
3. Adequacy of resources to perform these services.

Any contract awarded to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

PROPOSAL WITH QUALIFICATION SUBMITTED TO: An original and seven (7) copies of RFP/Qs should be submitted to:

<u>US Postal Mail address:</u> Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy. 281 Edinburg, Texas 78539	<u>Physical Address:</u> Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539
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RFP/Qs must be submitted by **no later than 9:30 a.m. on Wednesday, May 21, 2008.**
Categories are further detailed in the Selection Criteria (Exhibit B) section of this RFP/Q.

**HIDALGO COUNTY PURCHASING DEPARTMENT
RFP/Q – POOL**

**CONSULTANTS TO SEEK FUNDING AND ASSISTANCE THROUGH STATE,
FEDERAL AGENCIES, PRIVATE SECTOR(S) AND OTHER SOURCES**

RFP/Q ACCEPTANCE DATE **MAY 21, 2008**

QUALIFIED POOL ROSTER EFFECTIVE PERIOD: JUNE 17, 2008 – JUNE 16, 2009

NAME OF COMPANY	RFP/Q AREAS OF QUALIFICATIONS						
	BACKGROUND PROVIDED	EXPERIENCE	QUALIFICATIONS	PERFORMANCE/PERSONAL/STAFFING	OTHER	FEDERAL	STATE
1 VAZALDUA & ASSOCIATES	✓ Background Information Was Provided	✓ 18 Years Of Experience	✓	✓ Five (5) Staff	✓ County Forms	✓	✓
2 DOS LOGISTICS, INC.	✓ Background Information Was Provided	✓ 150 Years Of Total Combined Experience	✓	✓	✓ County Forms	✓	✓
3 HOLLIS RUTHEDGE & ASSOCIATES, INC.	✓ Background Information Was Provided	✓ 50 Years Total Combined Experience	✓	✓ Eight (8) Staff	✓ County Forms	✓	✓
4 TUGGEY ROSENTHAL PAUERSTEIN SANDOLOSKI AGATHER LLP	✓ Background Information Was Provided	✓ Established In 1993 – 3 Office Locations (San Antonio-Austin-Washington)	✓	✓ Forty-Five (45) Staff W/in Three (3) Office Locations Firm's Project Personnel Staff- Five (5)	✓ County Forms	✓	✓



PURCHASING DEPARTMENT
County Of Hidalgo

May 8, 2009

Hollis Rutledge & Associates
414 N. Mayberry
Mission, Texas 78572

Via Email: hollis@rutledge-associates.com
shiela@rutledge-associates.com

**Re: *Renewal/Extension On Bid No: 2008-103-06-17
Professional Consulting Services To Seek Funding Through State, Federal and
Private Sector(s) and Other Sources (Pool)***

Dear Mr. Rutledge:

Commissioners' Court will be requesting permission by Hidalgo County Commissioners' Court at the regular meeting of, Tuesday, May 19, 2009 to exercise the one (1) year term extension as provided in current Bid No: 08-103-06-17-"Hidalgo County-Professional Consulting Services To Seek Funding Through State, Federal and Private Sector(s) and Other Sources-(Pool)" under the same terms and conditions. Renewal/Extension date effective as of June 17, 2009 terminating, June 16, 2010.

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than 10:00 a.m., Monday, May 11, 2009, via facsimile to (956) 956-318-2629 attn: Vangie Y. Garcia, Contract's Mgr. and/or by email: evangelina.garcia@co.hidalgo.tx.us

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 292-7000-Extension 4856. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

By: Hollis V. Rutledge

Date: 5/7/09

Sincerely,

Vangie Y. Garcia
Vangie Y. Garcia, Contract's Manager
Hidalgo County Purchasing Department



PURCHASING DEPARTMENT
County Of Hidalgo

May 8, 2009

Mr. Eric Ybarra, President/CEO
Dos Logistics, Inc.
212 W. 3rd Street
Weslaco, Texas 78596

Via Email: ericybarra@doslogistics.com

*Re: Renewal/Extension On Bid No: 2008-103-06-17
Professional Consulting Services To Seek Funding Through State, Federal and
Private Sector(s) and Other Sources (Pool)*

Dear Mr. Ybarra:

Commissioners' Court will be requesting permission by Hidalgo County Commissioners' Court at the regular meeting of, Tuesday, May 19, 2009 to exercise the one (1) year term extension as provided in current Bid No: 08-103-06-17-"Hidalgo County-Professional Consulting Services To Seek Funding Through State, Federal and Private Sector(s) and Other Sources-(Pool)" under the same terms and conditions. Renewal/Extension date effective as of June 17, 2009 terminating, June 16, 2010.

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than 10:00 a.m., Monday May 11, 2009, via facsimile to (956) 956-318-2629 attn: Vangie Y. Garcia, Contract's Mgr. and/or by email: evangelina.garcia@co.hidalgo.tx.us

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 292-7000-Extension 4856. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

By: _____

Date: _____

5/11/2009

Sincerely,

Vangie Y. Garcia, Contract's Manager
Hidalgo County Purchasing Department



PURCHASING DEPARTMENT

County Of Hidalgo

May 8, 2009

Tuggey Rosenthal Pauerstein
Sandoloski Agather LLP
Attn: Mr. Timothy N. Tuggey
755 E. Mulberry #200
San Antonio, Texas 78212

Via Email: ttuggey@trpsalaw.com

*Re: Renewal/Extension On Bid No: 2008-103-06-17
Professional Consulting Services To Seek Funding Through State, Federal and
Private Sector(s) and Other Sources (Pool)*

Dear Mr. Tuggey:

Commissioners' Court will be requesting permission by Hidalgo County Commissioners' Court at the regular meeting of, Tuesday, May 19, 2009 to exercise the one (1) year term extension as provided in current Bid No: 08-103-06-17-"Hidalgo County-Professional Consulting Services To Seek Funding Through State, Federal and Private Sector(s) and Other Sources-(Pool)" under the same terms and conditions. Renewal/Extension date effective as of June 17, 2009 terminating, June 16, 2010.

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than 10:00 a.m., Monday, May 11, 2009, via facsimile to (956) 956-318-2629, attn: Vangie Y. Garcia, Contract's Mgr. and/or by email: evangelina.garcia@co.hidalgo.tx.us

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 292-7000-Extension 4856. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

By: Tuggey Rosenthal PauersteinDate: 5/8/09

Sincerely,

Vangie Y. Garcia
Vangie Y. Garcia, Contract's Manager
Hidalgo County Purchasing Department



PURCHASING DEPARTMENT
County Of Hidalgo

May 8, 2009

Mr. Paul Vazaldua
dba Vazaldua & Associates
205 W. Iris
McAllen, Texas 78501

Via Email: paulmv555@yahoo.com

**Re: *Renewal/Extension On Bid No: 2008-103-06-17
Professional Consulting Services To Seek Funding Through State, Federal and
Private Sector(s) and Other Sources (Pool)***

Dear Mr. Vazaldua:

Commissioners' Court will be requesting permission by Hidalgo County Commissioners' Court at the regular meeting of, Tuesday, May 19, 2009 to exercise the one (1) year term extension as provided in current Bid No: 08-103-06-17-"Hidalgo County-Professional Consulting Services To Seek Funding Through State, Federal and Private Sector(s) and Other Sources--(Pool)" under the same terms and conditions. Renewal/Extension date effective as of June 17, 2009 terminating, June 16, 2010.

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than 10:00 a.m., Monday, May 11, 2009, via facsimile to (956) 956-318-2629 attn: Vangie Y. Garcia, Contract's Mgr. and/or by email: evangelina.garcia@co.hidalgo.tx.us

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 292-7000-Extension 4856. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

By: Paul M Vazaldua

Date: 5/11/09

Sincerely,

Vangie Y. Garcia
Vangie Y. Garcia, Contracts Manager
Hidalgo County Purchasing Department

AI-15488

10.B.

Pct 4 - Drainage Improvement Project -Invoice# 7108-QHA-C-08-433-11-04

CC CONSENT

Date: 05/19/2009
 Submitted By: Letty Saenz, PURCHASING DEPT.
 Submitted For: Marty Salazar
 Department: PURCHASING DEPT.
 Agenda Category: Purchasing Department

Information

CAPTION

Presentation for discussion, consideration, acceptance, and approval of request for payment#4 for Invoice No. 7108 in the amount of \$ 6,100.00 submitted by Quintanilla, Headley & Associates, Inc. for surveying services for: "San Carlos Drainage Improvements Project" in Pct. #4 (contract #C-08-433-11-04, WA, PO #612845) after County Auditor's review and completion of processing procedures including authority for County Treasurer to issue payment.

BACKGROUND

Invoice No. 7108-QHA-C-08-433-11-04

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1339-431-00-124-0XX-0-XXX
 FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

PO# 612845 available balance as of 5/15/09 \$9,100.00
 PO pending reclassification to CO 2009 (1339)

Funding available as of 5/15/09

Program/Object	Invoice Amt.	Funds available as of 5/15/09
041-0-711	1,500.00	1,750.00
047-0-733	4,000.00	4,000.00
059-0-733	600.00	6,000.00

Reference

Pmt#	Invoice#	Amount	AI#	CC
1	6987	70,195	12414	11/25/08
2	7009	12,300	13349	1/20/09
3	7063	7,500	14443	3/17/09
4	7108	6,100	15488	5/19/09

Attachments

Link: [Invoice# 7108-QHA](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	05/14/2009 12:49 PM	APRV
2	Budget & Management	Ivan Cantu	05/14/2009 01:11 PM	APRV
3	Manuel Chapa	Manuel Chapa	05/15/2009 10:41 AM	APRV
4	Auditor's Office		05/15/2009 05:53 PM	NEW

Form Started By: Letty Saenz

Started On: 05/13/2009 05:03
PM

Final Approval Date: 05/15/2009



County of Hidalgo Pct. 4

Commissioner Oscar L. Garcia Jr.
1051 N. Doolittle Road
Edinburg Texas 78542-0337

MEMO

DATE: MAY 13, 2009
TO: PURCHASING DEPARTMENT
C/O LETICIA "LETTY" SAENZ CPPB/CONTRACTS MANAGER
FROM: HIDALGO COUNTY PCT. #4
REF: INV. #7108: CONTRACT #08-433-11-04

HIDALGO COUNTY PRECINCT #4 IS HEREBY REQUESTING THE FOLLOWING INVOICE #7108 IN THE AMOUNT OF \$6,100.00 UNDER WORK AUTHORIZATION #1, PAYMENT #4 FOR QUINTANILLA, HEADLEY & ASSOCIATES, INC., BE PLACED ON THE NEXT COMMISSIONERS' COURT FOR APPROVAL.

FUNDING FOR THIS PROJECT WILL BE FROM PURCHASE ORDER #612845, ACCOUNT:

9-1339-431-00-124-059-0-733	\$ 600.00
9-1339-431-00-124-047-0-733	\$4,000.00
9-1339-431-00-124-041-0-711	<u>\$1,500.00</u>
TOTAL	<u>\$6,100.00</u>

SHOULD YOU HAVE ANY QUESTIONS, PLEASE CONTACT OUR OFFICE, THANK YOU.

RUMALDO MUNOZ JR 
ACCOUNTS PAYABLE CLERK

CC: COUNTY FILES

ATTACHMENTS: Inv., 7108, P.O. 612845

Leticia Saenz

From: Rumaldo Munoz [rumaldo.munoz@co.hidalgo.tx.us]
Sent: Wednesday, May 13, 2009 1:34 PM
To: leticia.saenz@co.hidalgo.tx.us
Subject: PLACE INV #7108 ON NEXT CC
Attachments: Picture 001.jpg; Picture 002.jpg; Picture 003.jpg; Picture 004.jpg; Picture 005.jpg

Please place this invoice on the next CC.

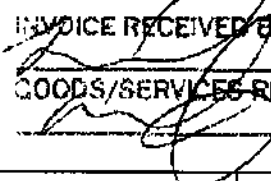


Munoz

Quintanilla, Headley & Associates, Inc.
124 E. Stubbs St.
Edinburg, TX 78539

DATE	INVOICE #
5/13/2009	7108

BILL TO

Hidalgo County Precinct No. 4
Rumaldo Muñoz, Jr.
1051 N. Doolittle Road
Edinburg, Texas 78542

DESCRIPTION	AMOUNT
PROJECT: SAN CARLOS DRAINAGE IMPROVEMENTS PAVED/UNPAVED ROADS SURVEYING CONTRACT No.: c-08-433-11-04 P.O.N.: 612845 WORK AUTHORIZATION No. 1 PAYMENT REQUEST No. 4	6,100.00
ITEM 9. OWASSA RD BETWEEN ALAMO RD AND CESAR CHAVEZ RD. \$600.00	
ITEM 15. HOLMES ROAD \$4,000.00	
ITEM 16. RIGHT OF WAY EASEMENT PARCEL 1 @ \$1,500.00 (DAMIAN ACROSS EASEMENT No.3, OWNER: FIDEL GONZALEZ)	
9-1339-431-00-124-059-0-733 \$ 600.00	
9-1339-431-00-124-047-0-733 \$ 4,000.00	
9-1339-431-00-124-041-0-711 \$ 1,500.00	
Pct. # <u>1441</u> Pur. Req. # <u>195431</u> P.O. # <u>612845</u> INVOICE RECEIVED BY:  on <u>5-12-09</u> GOODS/SERVICES RECEIVED BY:  on <u>5-12-09</u>	0.00
	
Thank you for your business!	Total \$6,100.00



Purchase Order COUNTY OF HIDALGO

PO#: 612845

DATE: 11/13/08

Page No 1 OF 3

VENDOR: 154024

REQ:00143471

Email:

BUYER:

Phone:

SHIP TO: HIDALGO CO. PCT 4

QUINTANILLA, HEADLEY AND ASSOCIATES, INC
124 EAST STUBBS STREET
EDINBURG TX 78539

1102 N. DOOLITTLE RD.
EDINBURG TX 78539

Vendor Acct:

CONTACT:

SITE: HIDALGO CO. PCT 4

Special Instructions:

Contract No:

PCT. REQ. #1441

REMARKS/NOTES
1. DO NOT ADD TO OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT REVERSIBLE. 2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE. 3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS. 4. INVOICE EACH PURCHASE ORDER SEPARATELY. ORIGINAL INVOICES ARE REQUIRED. CUSTOMER COPY MAY BE ACCEPTED. 5. CUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES. 6. PAYMENT WILL BE MADE ONLY FOR A bona fide AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		APPROVED COMMISSIONERS' COURT OF 11/12/2008, AGENDA ITEM #AI-12191		
1	EACH	WORK AUTHORIZATION #1 FOR "SURVEYING SERVICES" IN CONNECTION WITH CONTRACT #C-08-433-11-04 FOR THE "SAN CARLOS DRAINAGE IMPROVEMENTS PROJECTS" MORE SPECIFICALLY FOR: "ALAMO BRISAS SUBDIVISION AND THE STABLES SUBDIVISION"	8,800.00	8,800.00
			<i>Inv # 6987</i>	
1	EACH	WORK AUTHORIZATION #1 FOR "SURVEYING SERVICES" IN CONNECTION WITH CONTRACT #C-08-433-11-04 FOR THE "SAN CARLOS DRAINAGE IMPROVEMENTS PROJECTS" MORE SPECIFICALLY FOR: "ALAMO ACRES SUBDIVISION".	1,800.00	1,800.00
			<i>Inv # 6987</i>	
1	EACH	WORK AUTHORIZATION #1 FOR "SURVEYING SERVICES" IN CONNECTION WITH CONTRACT #C-08-433-11-04 FOR THE "SAN CARLOS DRAINAGE IMPROVEMENTS PROJECTS" MORE SPECIFICALLY FOR: "ALTERNATE DISCHARGE FOR ALAMO ACRES SUBDIVISION".	2,000.00	2,000.00
			<i>Inv # 6987</i>	
1	EACH	WORK AUTHORIZATION #1 FOR "SURVEYING SERVICES" IN CONNECTION WITH CONTRACT #C-08-433-11-04 FOR THE "SAN CARLOS DRAINAGE IMPROVEMENTS PROJECTS" MORE SPECIFICALLY FOR: "P.M. 2812 & P.M. 493".	4,800.00	4,800.00
			<i>Inv # 7009</i>	
1	EACH	WORK AUTHORIZATION #1 FOR "SURVEYING SERVICES" IN CONNECTION WITH CONTRACT #C-08-433-11-04 FOR THE "SAN CARLOS DRAINAGE IMPROVEMENTS PROJECTS" MORE SPECIFICALLY FOR: "DAMIAN ACRES PHASE I AND PHASE II".	2,400.00	2,400.00
			<i>Inv # 6987</i>	
1	EACH	WORK AUTHORIZATION #1 FOR "SURVEYING SERVICES" IN CONNECTION WITH CONTRACT #C-08-433-11-04 FOR THE "SAN CARLOS DRAINAGE IMPROVEMENTS PROJECTS" MORE SPECIFICALLY FOR: "DIANA ESTATES".	1,350.00	1,350.00
			<i>Inv # 6987</i>	
1	EACH	WORK AUTHORIZATION #1 FOR "SURVEYING SERVICES" IN	5,100.00	5,100.00
			<i>Inv # 6987</i>	

COPY

Authorized by: _____

Marta R. Salazar



Purchase Order COUNTY OF HIDALGO

PO#: 612845

DATE: 11/13/08

Page No 2 OF 3

VENDOR: 154024

RBO:00143471

Email:

BUYER:

Phone:

QUINTANILLA, FEADLEY AND ASSOCIATES, INC
124 EAST STUBBS STREET
EDINBURG TX 78535

SHIP TO: HIDALGO CO. PCT 4

1102 N. DOOLITTLE RD.
EDINBURG TX 78539

Vendor ACCT:

CONTACT:

SITE: HIDALGO CO. PCT 4

Special Instructions:

Contract No:

PCT. RBO. #1441

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1	EACH	CONNECTION WITH CONTRACT #C-08-433-11-04 FOR THE "SAN CARLOS DRAINAGE IMPROVEMENTS PROJECTS" MORE SPECIFICALLY FOR: "KAYLEN HEIGHTS NO: 2 AND NO: 3".		
1	EACH	WORK AUTHORIZATION #1 FOR "SURVEYING SERVICES" IN CONNECTION WITH CONTRACT #C-08-433-11-04 FOR THE "SAN CARLOS DRAINAGE IMPROVEMENTS PROJECTS" MORE SPECIFICALLY FOR: "OWASSA ACRES SUBDIVISION".	2,250.00	2,250.00
1	EACH	WORK AUTHORIZATION #1 FOR "SURVEYING SERVICES" IN CONNECTION WITH CONTRACT #C-08-433-11-04 FOR THE "SAN CARLOS DRAINAGE IMPROVEMENTS PROJECTS" MORE SPECIFICALLY FOR: "OWASSA ROAD BETWEEN ALAMO ROAD AND CESAR CHAVES ROAD".	6,600.00	6,600.00
1	EACH	WORK AUTHORIZATION #1 FOR "SURVEYING SERVICES" IN CONNECTION WITH CONTRACT #C-08-433-11-04 FOR THE "SAN CARLOS DRAINAGE IMPROVEMENTS PROJECTS" MORE SPECIFICALLY FOR: "TOWNE#ROAD BETWEEN ALBERTA ROAD AND TRENTON ROAD".	10,300.00	10,300.00
1	EACH	WORK AUTHORIZATION #1 FOR "SURVEYING SERVICES" IN CONNECTION WITH CONTRACT #C-08-433-11-04 FOR THE "SAN CARLOS DRAINAGE IMPROVEMENTS PROJECTS" MORE SPECIFICALLY FOR: "TRENTON ROAD AND ALAMO ROAD".	9,145.00	9,145.00
1	EACH	WORK AUTHORIZATION #1 FOR "SURVEYING SERVICES" IN CONNECTION WITH CONTRACT #C-08-433-11-04 FOR THE "SAN CARLOS DRAINAGE IMPROVEMENTS PROJECTS" MORE SPECIFICALLY FOR: "TEK-MEX ROAD AND S.H. 107".	5,150.00	5,150.00
1	EACH	WORK AUTHORIZATION #1 FOR "SURVEYING SERVICES" IN CONNECTION WITH CONTRACT #C-08-433-11-04 FOR THE "SAN CARLOS DRAINAGE IMPROVEMENTS PROJECTS" MORE SPECIFICALLY FOR: "ALBERTA ROAD AND "I" ROAD".	7,500.00	7,500.00
1	EACH	WORK AUTHORIZATION #1 FOR "SURVEYING SERVICES" IN CONNECTION WITH CONTRACT #C-08-433-11-04 FOR THE "SAN CARLOS DRAINAGE IMPROVEMENTS PROJECTS" MORE SPECIFICALLY FOR: "ALBERTA ROAD AND "I" ROAD".	12,900.00	12,900.00

COPY

Authorized by: Martina Salazar



Purchase Order COUNTY OF HIDALGO

PO#: 612845

DATE: 11/13/08

Page No 3 OF 3

VENDOR: 154024

RFC: 00143471

Email:

BUYER:

Phone:

SHIP TO: HIDALGO CO. PCT 4
1102 N. DOOLITTLE RD.
EDINBURG TX 78539

QUINTANILLA, HEADLEY AND ASSOCIATES, INC
124 EAST STUBBS STREET
EDINBURG TX 78539

Vendor Acct:

CONTACT:
SITE: HIDALGO CO. PCT 4

Special Instructions:

Contract No:

PCT. REQ. #1441

VENDOR NOTES

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

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		CARLOS DRAINAGE IMPROVEMENTS PROJECTS" MORE SPECIFICALLY FOR: "HOEHN SUBDIVISION"		
1	EACH	WORK AUTHORIZATION #1 FOR "SURVEYING SERVICES" IN CONNECTION WITH CONTRACT #C-08-433-11-04 FOR THE "SAN CARLOS DRAINAGE IMPROVEMENTS PROJECTS" MORE SPECIFICALLY FOR: "HOLMES ROAD".	4,000.00 <i>Two # 7108</i>	4,000.00
1	EACH	WORK AUTHORIZATION #1 FOR "SURVEYING SERVICES" IN CONNECTION WITH CONTRACT #C-08-433-11-04 FOR THE "SAN CARLOS DRAINAGE IMPROVEMENTS PROJECTS" MORE SPECIFICALLY FOR: "RIGHT OF WAY EASEMENT PARCELS 10 (ESTIMATED) @ \$1,500.00 EACH". <i>890</i>	15,000.00 <i>Inv. # 7063 7,500.00 Inv # 6987 3,000.00 Two # 7009 \$7,500.00 Two # 7108 \$1,500.00</i>	15,000.00
Total				99,095.00

For Hidalgo County use only				
			1204-431-00-124-036-0-733	99,095.00
			<i>9</i>	<i>713</i> Approved

Authorized by:

Martha R. Salazar

Renewal/Extension- "Janitorial/Industrial Supplies-Hidalgo County"

CC CONSENT

Date: 05/19/2009
 Submitted By: Vangie Garcia, PURCHASING DEPT.
 Submitted For: Marty Salazar
 Department: PURCHASING DEPT.
 Agenda Category: Purchasing Department

Information

CAPTION

Presentation for discussion, consideration, acceptance, and approval to exercise the one (1) year extension option as provided under the specifications/requirements of the "RFSQ NO: 2008-254-06-10-Janitorial/Industrial Supplies-Hidalgo County" under the same rates, terms and conditions with local awarded vendors through the County's membership/participation with TASB Buyboard's Cooperative Purchasing Program.

BACKGROUND

Janitorial/Industrial Supplies from local awarded vendors through the Tasb (Buyboard) Cooperative Purchasing Program.

Renewal effective as of June 11, 2009 with termination date of June 10, 2010.

Fiscal Impact

FISCAL YEAR: ACCT. #:
 FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:
 BUDGETARY IMPACT:
 This is a Countywide purchase of janitorial supplies, object code 607.

Attachments

Link: [SPECIFICATIONS AND REQUIREMENTS](#)

Link: [EXTENSION LETTERS](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	05/14/2009 02:32 PM	APRV
2	Budget & Management	Rosie Cantu	05/14/2009 02:55 PM	APRV
3	Ivan Cantu	Ivan Cantu	05/15/2009 08:22 AM	APRV
4	Auditor's Office		05/15/2009 05:53 PM	NEW

Form Started By: Vangie Garcia

Started On: 05/13/2009 05:09 PM

Final Approval Date: 05/15/2009

Hidalgo County Inter-Departmental Notice of Award

JANITORIAL/INDUSTRIAL SUPPLIES

RFSQ NO.

08-254-06-09-YSI

(Hidalgo County)

BUYBOARD PRICING

Commissioners' Court Awarded: June 10, 2008

Contract Effective Date: June 10, 2008

Contract Expiration Date: June 10, 2009, with option to extend for an additional one year.

Awardees:

- | | |
|---|---|
| 1. Gulf Coast Paper Co.
635 Billy Mitchell Blvd
Brownsville, Texas 78521
Jorge A Guerra
Phone:956-541-2281
Fax: 956-541-6917 | 2. Corporate Express
1221 Pasadero Drive
Brownsville, Texas 78526
Marcello Cortez
Phone:956-592-6542
Fax: 956-541-3678 |
|---|---|

If you should have any questions, please call me at extension 4874.

Thank You,

Yvette Islas

Exhibit A
Specifications

HIDALGO COUNTY
REQUEST FOR SEALED QUOTES

Janitorial/Industrial Supplies

Sealed Quote No: 08-254-06-09-YSI

Hidalgo County
"Janitorial/Industrial Supplies"
SEALED QUOTE NO. 08-254-06-09-YSI

REQUEST FOR SEALED QUOTES

1. *Vendor must provide, at no cost, at least one (1) copy of any applicable Material Safety Data Sheets (MSDS) with each shipment. If OSHA or Federal or State laws provide for additional requirements, those requirements are in addition to the MSDS requirement.*
2. Hidalgo County shall award the quote on a lump sum basis to one vendor and/or item by item basis, whichever is in the best interest of the County.
3. **Vendor must provide TBPC/Buyboard contract pricing on their quote.**
4. Vendor must submit a copy of the price list submitted to the Buyboard for the items quoted.
5. Quote on each item separately and prices shall include shipping and handling charges.
6. All purchases will be "on an as needed basis". There is no guarantee on volume.
7. Term of the quote will be for one (1) year with Hidalgo County's option to extend for an additional one (1) year term.
8. All vendors must submit all insurance documentation (see Exhibit "C"). Unless all insurance documentation is submitted, quote will not be considered.
9. All costs and expenses associated with the preparation and submission of quotes shall be the responsibility of the vendor and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.
10. Delivery hours will be arranged with requestor.
11. **SEALED QUOTES ARE DUE BY MONDAY, JUNE 09, 2008 AT 12:00 NOON.**

ADDITIONAL INFORMATION:

Further information required for this project can be addressed to, Yvette Islas, Buyer, Hidalgo County Purchasing Department (956) 318-2626. Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statement of qualifications be addressed to Martha L. Salazar, Purchasing Agent, 2802 South Business Highway 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Thursday, June 05 2008, 5:00 PM. Responses will be sent to all applicants via facsimile to **(956) 318-2629** by no later than, 5:00 P.M., Friday June 06, 2008.

Exhibit B
Bid Page

HIDALGO COUNTY
REQUEST FOR QUOTES

Janitorial/Industrial Supplies

Sealed Quote No: 08-254-06-09-YSI

JANITORIAL/ INDUSTRIAL SUPPLIES
HIDALGO COUNTY
REQUEST FOR SEALED QUOTE 08-254-06-09-YSI

JANITORIAL SUPPLIES

ITEM NO.	PRODUCT	QTY PER CASE	PRICE PER CASE	UNIT PRICE	BRAND
01.	<i>Paper Towels Multi Folds (Georgia Pacific or Equal)</i>				
02.	<i>Paper Towels Multi Folds White Bleached 9.25x9.5</i>				
03.	<i>Paper Towels Multi Folds Universal Dispensers (Plastic)</i>				
04.	<i>Paper Towels Multi Folds Universal Dispensers (Metal)</i>				
05.	<i>Küchen Roll Towels (Scott or Equal 11s9)</i>				
06.	<i>Brown Roll Towels Standard Size (Georgia Pacific or Equal)</i>				
07.	<i>Roll Paper Towel Dispenser Lever or Crank (Metal or Plastic)</i>				
08.	<i>Paper Bags 1/6 BBL Brown 1657 (Duro or Equal)</i>				
09.	<i>Paper Bags #4 Brown (Duro or Equal)</i>				
10.	<i>Paper Bags #8 Brown (Duro or Equal)</i>				
11.	<i>Paper Bags #10 Brown (Duro or Equal)</i>				
12.	<i>Baggies 4"x4" Econo Zip (Ziplock Regular Sandwich Bags)</i>				
13.	<i>Baggies 1/4 Size Slider Bag Ziplock Snack Bags (Hefty or Equal)</i>				
14.	<i>Baggies Ziplock 7x8 Quart Size (Hefty or Equal)</i>				
15.	<i>Baggies- Ziplock 10x11 Gallon Size (Hefty or Equal)</i>				
16.	<i>Baggies- Ziplock (Other Size, Specify)</i>				
17.	<i>Freezer Bags 10x11-200 Ct/s (Quick Seal or Equal)</i>				
18.	<i>One (1) Gallon 12x11 Ziplock Freezer Bags</i>				
19.	<i>One (1) Quart 7x8 Ziplock Freezer Bags</i>				
20.	<i>Butcher Paper 24"</i>				
21.	<i>Foil Wrap 18" Heavy Duty 500 Ft. (Reynolds or Equal)</i>				

22.	Potato Foil Wrap (Reynolds or Equal)				
23.	Film Wrap 18" Heavy Duty 2000 Ft (Reynolds or Equal)				
24.	Film Wrap 18" Heavy Duty 3000 Ft (Reynolds or Equal)				
25.	Toilet Tissue 2 Ply Small Short Sheet (Georgia Pacific or Equal)				
26.	Jumbo Toilet Tissue 6/2000 Ft (Georgia Pacific or Equal)				
27.	Jr. Jumbo Toilet Tissue 12/1000' (Georgia Pacific or Equal)				
28.	Toilet Seat Covers				
29.	Toilet Dispensers Universal (12" Jumbo Toilet Tissue)				
30.	Facial Tissue (Georgia Pacific or Equal)				
31.	Sanitary Napkins- Thin No. 4 Folded (Stayfree, Rochester, ect.)				
32.	Sanitary Napkins Maxi No. 4 Folded (Stayfree, Rochester, ect.)				
33.	Sanitary Napkins Super No. 4 Folded (Stayfree, Rochester, ect.)				
34.	Panty Liners/ Shields				
35.	Scrubbing Cleansers, 21 oz (Comet or Equal)				
36.	Scouring Sponges Yw/ Green Standard Size 3M/ Eq				
37.	Feather Dusters 21 Inch Ostrich or Equal				
38.	Feather Dusters 26 Inch Ostrich or Equal				
39.	Feather Duster Extensions 8 Ft.				
40.	Feather Duster Extensions 12 Ft.				
41.	Dust Pans Metal				
42.	Dust Pans Plastic				
43.	Lobby Dust Pan Metal				
44.	Lobby Dust Pan Plastic				
45.	Buffing Pads 17" White				
46.	Buffing Pads 20" White				
47.	Stripping Pads 17" Black				
48.	Stripping Pads 20" Black				

49.	<i>Latex Gloves- Small Disposable (Ansell or Equal)</i>				
50.	<i>Lates Gloves Small Non-Disposable Yellow (Ansell or Equal)</i>				
51.	<i>Latex Gloves- Medium Disposable (Ansell or Equal)</i>				
52.	<i>Latex Gloves- Non Disposable Yw (Ansell/ Equal)</i>				
53.	<i>Latex Gloves- Large Disposable</i>				
54.	<i>Latex Gloves- Large Non- Disposable Yw. (Ansell or Equal)</i>				
55.	<i>Food Service Gloves- Medium Clear (Brand Name)</i>				
56.	<i>Food Service Gloves- Large Clear (Brand Name)</i>				
57.	<i>Maid's Brooms- Straw (Waco or Equal)</i>				
58.	<i>Janitorial Booms- Straw</i>				
59.	<i>Plastic Angel Broom</i>				
60.	<i>Mop Bucket Combo Std Size Rubbermaid 7580 or Equal</i>				
61.	<i>Mop Head Cotton Size 16 Oz</i>				
62.	<i>Mop Head Cotton Size 24 Oz.</i>				
63.	<i>Mop Head Cotton Size 32 oz.</i>				
64.	<i>Mop Head Rayon Size 16 Oz.</i>				
65.	<i>Mop head Rayon Size 24 Oz.</i>				
66.	<i>Mop Head Rayon Size 32 Oz</i>				
67.	<i>Mop Handles Wood 54" Junior</i>				
68.	<i>Mop Handles Fiber Glass 54" Jr. Etc/ Equal</i>				
69.	<i>Dust Mop 24" x 3 Disposable</i>				
70.	<i>Dust Mop 24" x 5 Disposable</i>				
71.	<i>Dust Mop 24" x3 Non Disposable</i>				
72.	<i>Dust Mop 24" x 5 Non Disposable</i>				
73.	<i>Dust Mop Treatment (Aerosol)</i>				
74.	<i>Dust Cloths (Disposable) Yw</i>				
75.	<i>Dust Cloths Non Disposable</i>				
76.	<i>Dust Mop Treatment RTU</i>				
77.	<i>Dust Mop Frames 24" x 5</i>				
78.	<i>Dust Mop Handles- Swivel Snap On</i>				

79.	<i>Bowl Mops (Rayon)</i>				
80.	<i>Toilet Brushes (Standard Size) Plastic</i>				
81.	<i>Liquid Bleach</i>				
82.	<i>Heavy Duty Laundry Detergent (For Commercial Laundry System)</i>				
83.	<i>Spray Bottles w/ Trigger 32 Oz. Empty</i>				
84.	<i>Spray Botles W/ Trigger 24 Oz. Empty</i>				
85.	<i>Styrofoam Plates 9" Divided (Mobil TJ 1-0011 or Equal)</i>				
86.	<i>Styrofoam Tray Hinge 9x9 Compartment with Lid</i>				
87.	<i>Styrofoam Bowls 12 oz (Pacific 1-0012 or Equal)</i>				
88.	<i>Styrofoam Plates 9" Unlaminated</i>				
89.	<i>Styrofoam Plates 9" Laminated</i>				
90.	<i>Styrofoam Plates 6" Unlaminated</i>				
91.	<i>Styrofoam Plates 6" Laminated</i>				
92.	<i>Styrofoam Cups 4 oz (UJ4 or Equal)</i>				
93.	<i>Styrofoam Cup 8 Oz. (8J8 or Equal)</i>				
94.	<i>Plastic Forks 2,000 Ct (James River W/n F2P or Equal)</i>				
95.	<i>Medium Weight White Plastic Forks 1,000 Ct (Solo or Equal)</i>				
96.	<i>Plastic Spoons 1,000 Ct (Solo or Equal)</i>				
97.	<i>Medium Weight White Plastic Spoons (1,000 Ct)</i>				
98.	<i>Plastic Sporks (Solo or Equal)</i>				
99.	<i>Clear Forks (1,000 Ct)</i>				
100.	<i>Trash Cans 10 Gallon</i>				
101.	<i>Trash Cans & Lids 16 Gallon</i>				
102.	<i>Trash Cans & Lids- 32 Gallon (Rubbermaid or Equal)</i>				
103.	<i>Tall Trash Can 8 MIC 24x33 High Density Can Liners</i>				
104.	<i>Large Trash Can 13 MIC 30x37 High Density Can Liners</i>				
105.	<i>Large Trash Can 16 MIC 33 Gallon 33x40 High Density Can Liners</i>				

106.	<i>X Large Trash Can 45 Gallon 40x48 16 MIC High Density Can Liner</i>				
107.	<i>XX Large Trash Can 55 Gallon 38x58 1.5 MIL</i>				
108.	<i>Portion Paper Cups 1 Oz (Solo or Equal)</i>				
109.	<i>Laced Doilies (Different Sizes and Types)</i>				
110.	<i>Napkins 2 Ply Quarter Fold (Georgia Pacific or Equal)</i>				
111.	<i>Party Packs (Spoons, Forks, Knife, Napkin, Salt & Pepper)</i>				
112.	<i>Dishwashing Liquid 32 Oz (Dawn or Equal)</i>				
113.	<i>Dishwashing Liquid 42 Oz (Dawn or Equal)</i>				
114.	<i>Body Shampoo P/ Gallon</i>				
115.	<i>Toothbrush Soft Specify Size</i>				
116.	<i>Toothbrush Medium Specify Size</i>				
117.	<i>Toothbrush Firm- Specify Size</i>				
118.	<i>Toothpaste Travel Size, Specify Size</i>				
119.	<i>Toothpaste Std Size, Specify Size</i>				
120.	<i>Deodorant, Specify Size</i>				
121.	<i>Shaving Cream</i>				
122.	<i>Razors- Double Edged</i>				
123.	<i>Body Towels Standard Size</i>				
124.	<i>Hand Towels Standard Size</i>				
125.	<i>Menu Tissue 12x12</i>				
126.	<i>Workhorse Wipers (Rags) Kimberly Clark or Equal</i>				

INDUSTRIAL SUPPLIES

01.	<i>Hospital Disinfectant Deodorant Spray</i>				
02.	<i>Hospital Disinfectant Foam Cleaner</i>				
03.	<i>Hospital Disinfectant Deodorant Spray Aerosol (1 Minute Kill Time)</i>				
04.	<i>Hospital Disinfectant Bleach Cleaner Dry Air</i>				
05.	<i>Hospital Disinfectant Deodorant Spray (Tuberculicidal Rated)</i>				
06.	<i>Air Freshener- Aerosol Asst Scents</i>				
07.	<i>Time Mist Air Freshener Asst. Scents 6.6 Oz</i>				

08.	<i>Time Mist Air Freshener Dispenser</i>				
09.	<i>Odor Eliminator- Non Aerosol</i>				
10.	<i>Enzyme Deodorizers Per Gallon - Liquid</i>				
11.	<i>Disinfectant & Deodorizer Cleaner Aerosol</i>				
12.	<i>Furniture Polish- Aerosol</i>				
13.	<i>Carpet Spot Remover 32 Oz.</i>				
14.	<i>Carpet Powder & Deodorizer</i>				
15.	<i>Disinfectant Cleaner- Concentrate Liquid</i>				
16.	<i>Glass Cleaner- Liquid Concentrate</i>				
17.	<i>Floor Finish Liquid (Spartan or Equal)</i>				
18.	<i>High Speed Wax Stripper Floor Finish Liquid</i>				
19.	<i>Car Shampoo Liquid</i>				
20.	<i>Car Shampoo- Liquid Ammonia Free</i>				
21.	<i>Liquid Hand Soap Antibacterial p/ Gallon</i>				
22.	<i>Bag In Box Liquid Hand Soap</i>				
23.	<i>Glass Cleaner RTU- 32 Oz.</i>				
24.	<i>Liquid Bowl Cleaner 23%-26% HIC EPA Registered</i>				
25.	<i>Liquid Bowl Cleaner (Non Acid) EPA Registered</i>				
26.	<i>Waterless Hand Cleaner</i>				
27.	<i>Liquid Hand Soap Dispensers (Bulk Soap)</i>				
28.	<i>Deodorant Urinal Screens- Screens Only</i>				
29.	<i>Urinal Block W/ Screens</i>				
30.	<i>Urinal Blocks (Blocks Only)</i>				
31.	<i>Hanging Toilet Bowl Blocks</i>				
32.	<i>Bar Soap .75 Oz 1,000 Per Case</i>				
33.	<i>Bar Soap Anti Bacterial 3.5 Oz 1,000 P/Cs</i>				
34.	<i>Degreaser 55 Gallon</i>				
35.	<i>Weed Killer 55 Gallon Concentrated- Specify Dilution</i>				
36.	<i>Weed Killer Round Up or Equal</i>				
37.	<i>Lice Killer Aerosol</i>				
38.	<i>Oven Cleaner 24 Oz Foam Cleaner</i>				
39.	<i>Wasp/ Hornet Spray</i>				
40.	<i>Wasp/ Hornet Spray - 20 Ft Stream</i>				
41.	<i>Mosquito Repellent Lotion</i>				

42.	<i>Mosquito Repellent Spray</i>				
43.	<i>Ant & Roach Spray Odorless</i>				
44.	<i>Ant & Roach Spray Odorless- To Contain Deltametrin</i>				
45.	<i>Stainless Steel Cleaner- Waterless Based</i>				

COMPANY _____

ADDRESS _____

CITY/STATE/ZIP _____

PHONE NUMBER/ FAX NUMBER _____

CONTACT PERSON _____

DATE _____



PURCHASING DEPARTMENT
County Of Hidalgo

May 13, 2009

Jorge A. Guerra
635 Billy Mitchell Blvd.
Brownsville, Texas 78521

Via Facsimile: 956-423-6734

Re: Extension of Contract No. 08-254-06-10-Purchase Of Janitorial-Industrial Supplies

Dear Mr. Guerra:

Commissioners' Court will take applicable action (Tuesday, May 19, 2009) in connection with the option to extend/renew the one (1) year option as provided in the RFSQ NO: 2008-254-06-09-YSI pursuant to the TASB (Buyboard) rates, terms and conditions. Effective date of renew/extension is of June 11, 2009 with termination date of June 10, 2010.

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Wednesday, May 1, 2009, 4:00 p.m., or sooner, via facsimile to (956) 956-318-2629 or email to: evangelina.garcia@co.hidalgo.tx.us

By: _____

Date: May 13 2009

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 292-7000-Extension 4856. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,


Vangle Y. Garcia/Contract's Manager
Hidalgo County Purchasing Department

xc: file

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629



PURCHASING DEPARTMENT
County Of Hidalgo

May 13, 2009

Marcello Cortez
1221 Pasadero Drive
Brownsville, Texas 78526

Via: In Person

Re: Extension of Contract No. 08-254-06-10-Purchase Of Janitorial-Industrial Supplies

Dear Mr. Cortez:

Commissioners' Court will take applicable action (Tuesday, May 19, 2009) in connection with the option to extend/renew the one (1) year option as provided in the RFSQ NO: 2008-254-06-09-YSI pursuant to the TASB (Buyboard) rates, terms and conditions. Effective date of renew/extension is of June 11, 2009 with termination date of June 10, 2010.

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Wednesday, May 1, 2009, 4:00 p.m., or sooner, via facsimile to (956) 956-318-2629 or email to: evangelina.garcia@co.hidalgo.tx.us

By: *Marcello Cortez* Date: *05/13/2009*

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 292-7000-Extension 4856. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Vangie Garcia

Vangie Y. Garcia/Contract's Manager
Hidalgo County Purchasing Department

xc: file

**Option to terminate agreement w/ Benavides Floor Care
CC CONSENT**

Date: 05/19/2009
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Submitted For: Rocio Villarreal
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

1. Presentation for consideration, discussion and approval for Hidalgo County to exercise its option to suspend and/or terminate (under paragraph 14 Termination of Agreement) as stated in the current awarded agreement with Benavides Floor Care, contracted for, "Floor Maintenance for WIC Clinics located in Hidalgo County ," by providing a written notice of termination;
2. Requesting authority to advertise for: "Floor Maintenance Services for WIC Clinics located in Hidalgo County."

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1292-441-00-350-001-9-423
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:

Attachments

Link: [Scanned Contract](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	05/14/2009 12:31 PM	APRV
2	Budget & Management	Ivan Cantu	05/14/2009 01:10 PM	APRV
3	Damaris San Miguel	Damaris San Miguel	05/15/2009 12:09 PM	APRV
4	Auditor's Office		05/15/2009 05:53 PM	NEW
Form Started By: Rocio Villarreal			Started On: 05/13/2009 04:42 PM	
Final Approval Date: 05/15/2009				

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-08-243-08-26

THIS CONTRACT is made and entered into this 26th day of August, 2008 by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Julio Benavides dba Benavides Floor Care** a Texas Sole Proprietor. ("Company").

WHEREAS, Company responded to advertised notices for bids for "**Floor Maintenance for WIC Clinics Located in Hidalgo County**" (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" respectively, and incorporated herein for all purposes (the "Specifications"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services to locations at **Hidalgo County WIC Clinics** . This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the

Specifications within **Hidalgo County** following a request for Services by the **Department Head, or** his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning **August 26, 2008** and ending on **August 26, 2009** and may be extended at the sole discretion of County for an additional one (1) year period, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. County also reserves the right to continue this bid for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
 Attn: County Judge
 100 E. Cano
 Edinburg, Texas 78539

If to Company **Julio Benavides**
 DBA Benavides Floor Care

**RR9 Box 417-T
Weslaco, Texas 78596**

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

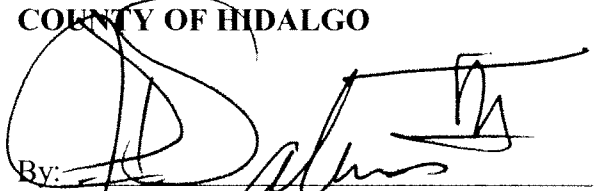
14. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

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

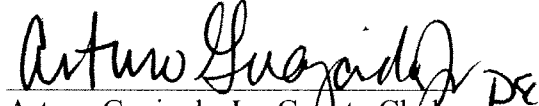
16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this _____ day of _____, 2008.

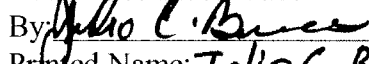
COUNTY OF HIDALGO

By: 
Juan D. Salinas, III, County Judge

ATTEST:


Arturo Guajardo Jr., County Clerk

**COMPANY: Julio Benavides DBA
Benavides Floor Care**

By: 
Printed Name: Julio C. Benavides
Title: owner

**APPROVED AS TO FORM:
Atlas & Hall, L.L.P.**

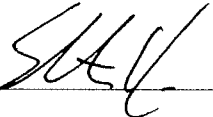
By: 

EXHIBIT "A"
SPECIFICATIONS

EXHIBIT "A"

HIDALGO COUNTY - WIC PROGRAM "Floor Maintenance for WIC-Clinics Located in Hidalgo County" Request for Bids No. 2008-243-07-02CGV

SPECIFICATIONS, REQUIREMENTS AND OTHER TERMS & CONDITIONS

Scope of Services:

Hidalgo County is accepting sealed bids for the service of floor maintenance for all leased WIC offices located in Hidalgo County.

1. Floors will be maintained on a monthly basis for WIC locations as listed in Attachment 1.
2. Floors must be stripped, sealed and wax on a monthly basis.

Requirements:

1. Bidder will be responsible for moving furniture and placing back as originally set.
2. Bidder is also responsible for any damages within the cleaning site/area.
3. Bidder shall provide all necessary supplies, equipment, tools and/or any other materials required to render services.

Terms and Conditions:

1. Term of the contract will be for an initial period of one (1) year period with County's option to extend the contract for an additional one (1) year under the same rates, terms and conditions.
2. Hidalgo County reserves the right to add or delete clinics during the term of contract under the same rates, terms and conditions.
3. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.
4. After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidder(s) and/or in complying with the contract agreement, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

5. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking action.

Additional Information:

- Any contract awarded to a successful bidder will be in effect until (a) the contract expires (b) delivery and acceptance of products and/or performance of service ordered, or (c) terminated by County with sixty (60) day's written notice prior to cancellation.
- All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

Market Volatility and Unit Price Adjustments:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

- 1) **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.
 - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
 - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
 - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
 - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
 - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.
- 2) **Price Reduction:** Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for

EXHIBIT "B"

BID PAGE

Attachment I

HIDALGO COUNTY - WIC PROGRAM "Floor Maintenance for WIC-Clinics Located in Hidalgo County" Request for Bids No. 2008-243-07-02CGV

Alamo WIC Clinic -1215
313 E. Business 83 Ste. 113
Alamo, Tx 78516

Mercedes WIC Clinic - 1208
540 S. Texas
Mercedes, Tx 78570

Alton WIC Clinic - 1214
3513 E. Main Ave
Alton, Tx 78

North San Juan WIC Clinic - 1229
509 E. Earling
San Juan, Tx 78586

Alton WIC Clinic - 1231
3519 W. Main Ave. Ste. B
Alton, Tx

Pharr WIC Clinic - 1224
925 W. Sam Houston Ste. 3
Pharr, Tx 78577

Donna WIC Clinic - 1206
301 S. 8th
Donna, Tx 78537

San Carlos WIC Clinic - 1226
230 N. 86th
Edinburg, Tx 78539

Edinburg WIC Clinic 1219
113 Dawson
Edinburg, Tx 78539

Weslaco WIC Clinic - 1227
417 S. Oregon
Weslaco, Tx 78596

Edinburg Administration Office C.O.
3105 W, University Dr.
Edinburg, Tx 78539

La Joya WIC Clinic - 1210
204 W. 2nd
La Joya, Tx 78560

Las Milpas WIC Clinic - 1211
7013 S. Cage Suite F
Las Milpas, Tx 78

McAllen WIC Clinic - 1218
220 S. Bicentennial Ste. D
McAllen, Tx 78501

McAllen WIC Clinic -1230
3001 N. 23rd Ste. 8
McAllen, Tx 78501

HIDALGO COUNTY - WIC PROGRAM
"Floor Maintenance for WIC-Clinics Located in Hidalgo County"
Request for Bids No. 2008-243-07-02CGV

RECEIVED
 JUL 02 2008
 By _____

BID FORM

<u>LOCATIONS:</u>	<u>MONTHLY RATE:</u>
1. Alamo WIC Clinic - 1215	\$ <u>237.00</u>
2. Alton WIC Clinic - 1214	\$ <u>309.00</u>
3. Alton WIC Clinic - 1231	\$ <u>146.80</u>
4. Donna WIC Clinic - 1206	\$ <u>294.00</u>
5. Edinburg WIC Clinic - 1219	\$ <u>187.50</u>
6. Edinburg Administration Office	\$ <u>350.00</u>
7. La Joya WIC Clinic - 1210	\$ <u>196.90</u>
8. Las Milipas WIC Clinic - 1211	\$ <u>216.90</u>
9. McAllen WIC Clinic - 1218	\$ <u>115.40</u>
10. McAllen WIC Clinic - 1230	\$ <u>156.80</u>
11. Mercedes WIC Clinic - 1208	\$ <u>291.30</u>
12. North San Juan WIC Clinic - 1229	\$ <u>152.70</u>
13. Pharr WIC Clinic - 1224	\$ <u>168.30</u>
14. San Carlos WIC Clinic - 1226	\$ <u>126.80</u>
15. Weslaco WIC Clinic - 1227	\$ <u>231.40</u>
Additional Clinics:	\$ <u>201.60</u>

Term:

Term of the contract will be for an initial period of one (1) year period with County's option to extend the contract for an additional year under the same terms and conditions.

Participating Bidders Information

COMPANY/BIDDER'S NAME: Beravides Floor Care

ADDRESS: RR9 Box 417-T Weslaco TX 78580

MAILING ADDRESS: _____
 (If different from address)

CITY/STATE/ZIP CODE: _____

PHONE NUMBER: 956-909-3391 FAX No: 956-909-3391 CELLULAR No: 956-463-0393

AUTHORIZED SIGNATURE: Julio P. Beravides

PRINTED NAME: Julio Cesar Beravides TITLE: owner

**BENAVIDES FLOOR CARE
R.R. 9 BOX 417-T
WESLACO, TEXAS 78596
PH: (956) 969-3391
FAX: (956) 969-3391**

THE FOLLOWING IS THE FLOOR MAINTENANCE PROGRAM THAT WE DESIGNED FOR YOUR FACILITIES. IT WILL MAINTAIN THE FLOOR CLEAN AND GLOSSY AND WITHOUT WAX BUILD-UP.

- STRIP, SEAL AND WAX- ONCE PER YEAR
- DEEP SCRUB AND RECOAT- THREE TIMES PER YEAR
- FLOOR BURNISHING- EIGHT TIMES PER YEAR

THESE SERVICES ARE TO BE PROVIDED ON A MONTHLY BASIS. SCHEDULES ARE TO BE SUBMITTED FOR APPROVAL TO HIDALGO COUNTY OFFICIALS.

STRIP, SEAL AND WAX- (COMPLETE REMOVAL OF OLD WAX, TWO COATS OF SEALER AND 4 COATS OF WAX.)

DEEP SCRUB- (REMOVAL OF TOP COATS OF WAX AND REFINISH WITH TWO COATS OF WAX.)

FLOOR BURNISH- (POLISHING THE FLOOR WITH HIGH SPEED BUFFER.)

EXHIBIT "C"

CERTIFICATE OF INSURANCE

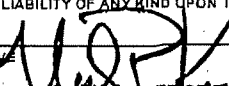
ACORD CERTIFICATE OF LIABILITY INSURANCE		OP ID JG BENAV-1	DATE (MM/DD/YYYY) 08/14/08
PRODUCER Shepard Walton King Ins. Group 801 N. Main P. O. Box 1630 McAllen TX 78505-1630 Phone: 956-682-2841 Fax: 956-630-4015		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW	
INSURED		INSURERS AFFORDING COVERAGE	NAIC #
Julio Benavides DBA Benavides Floor Care Rt 9 Box 417-T Weslaco TX 78596		INSURER A: American States Ins Co	
		INSURER B: Southern Vanguard Ins. Co.	19216
		INSURER C: Safeco Insurance Co.	
		INSURER D:	
		INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	01CG8157114	06/05/08	06/05/09	EACH OCCURRENCE	\$ 1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$ 1,000,000 \$ 10,000 \$ 1,000,000 \$ 2,000,000 \$ 2,000,000
C		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	01C105057110	08/14/08	08/14/09	COMBINED SINGLE LIMIT (Ea accident)	\$ 1000000
		BODILY INJURY (Per person)				\$	
		BODILY INJURY (Per accident)				\$	
		PROPERTY DAMAGE (Per accident)				\$	
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	\$ \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE AGGREGATE	\$ \$ \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	TSV000303001	08/14/08	08/14/09	WC STATU-TORY LIMITS	OTH-ER
		E.L. EACH ACCIDENT				\$ 1000000	
		E.L. DISEASE - EA EMPLOYEE				\$ 1000000	
		OTHER				E.L. DISEASE - POLICY LIMIT	\$ 1000000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER HIDCOED Hidalgo County 2812 So. Bus Hwy 281 Edinburg TX 78539	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE:  SHEPARD WALTON KING INS. GROUP
---	---

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Post-It® Fax Note		7671	Date	8/14/08	# of pages	2
To	Hidalgo County		From	Jesseich		
Co./Dept	Pocio Villarreal		Co	Shepard Walker King, Inc		
Phone #	318-2624		Phone #	430-4024		
Fax #	318-2629		Fax #	430-4015		

Requesting Approval for 1 yr. Extension with CMK Construction Products for Lease of Office Space for JP Pct 2 PI 1

CC CONSENT

Date: 05/19/2009
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Submitted For: Rocio Villarreal
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

Requesting authority to exercise the additional one year extension (as provided under contract) for the "Lease of Office Space for Justice Of the Peace Pct. 2, PI. 1" under the same rates, terms and conditions with CMK Constructions Products with an effective date of 06/07/09 - 06/06/10. (Lease Contact No. C-06-127-06-06)

BACKGROUND

Lease Commencement: June 06, 2009- Section 1.1 "Term of Lease
Extension: three (3) additional one (1) year extensions- Section 1.2 "Renewal or Termination"
Base Rent Amount: Section 2.1 "Base Rent"

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-412-00-063-001-0-441
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: n/a
BUDGETARY IMPACT:
\$7,200.00 available balance as of 05/14/09. rc

Attachments

Link: [lease contract](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	05/14/2009 11:48 AM	APRV
2	Budget & Management	Ivan Cantu	05/14/2009 01:07 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	05/14/2009 02:30 PM	APRV
4	Auditor's Office		05/15/2009 05:53 PM	NEW
Form Started By: Rocio Villarreal			Started On: 05/13/2009 03:54 PM	
Final Approval Date: 05/15/2009				

THE STATE OF TEXAS ❖❖
 ❖❖
COUNTY OF HIDALGO ❖❖

LEASE
C-06-127-06-06

THIS LEASE is made and entered into by and between **CMK Construction Products, LLC** a Texas Limited Liability Company, hereinafter referred to as Lessor, and **THE COUNTY OF HIDALGO**, hereinafter referred to as Lessee.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, Lessor demises and leases to Lessee, and Lessee leases from Lessor, that certain real property described on Exhibit "A", attached hereto. The premises leased hereunder are referred to in this Lease as "the Premises" or "the Leased Premises."

ARTICLE 1. TERM

Term of Lease

1.1 Except as otherwise herein provided, the term of this Lease shall be for one (1) year commencing on **June 6, 2006** ("Commencement Date") and ending on **June 6, 2007** ("Termination Date") unless sooner terminated as provided in this Lease, or unless renewed and extended in accordance with Paragraph 1.2, hereof. If the Premises are sold to an unrelated third party (not affiliated by common ownership with Lessor) at a time when more than one (1) year remains on the unexpired portion of the term of this Lease, then the unexpired portion of this Lease may, at Lessee's option, be shortened to one (1) year from the date of such sale.

Renewal or Termination

1.2. Lessee shall have the right and option to renew and extend the term of this Lease for three (3) additional one (1) year periods. If Lessee desires to renew and extend the term of this Lease for such renewal period, Lessee must give Lessor written notice of such renewal at least sixty(60) days prior to the termination of the initial lease term. Any renewal or extension of this Lease shall be on the same terms and conditions as provided herein. This Lease shall terminate and become null and void without further notice on the expiration of the term specified in Article 1.1, unless sooner terminated or renewed and extended in accordance with this Article 1.2; and any holding over by Lessee after the expiration of that term shall not constitute a renewal of the Lease or give Lessee any rights under the Lease in or to the Leased Premises.

Holdover

1.2 If Lessee holds over and continues in possession of the Leased Premises after expiration of the term of this Lease, Lessee will be deemed to be occupying the Premises on the basis of a month to month tenancy, subject to all of the terms and conditions of this Lease. The inclusion of this Article 1.2 shall not be construed as Lessor's consent for Lessee to hold over.

Termination

1.3 Lessee may declare this Lease, and all rights and interest created by it, to be terminated upon giving the Lessor sixty (60) days written notice without cause. Upon Lessee's electing to terminate, this Lease shall cease and come to an end as if the day

of the termination party's election were the day originally fixed in the Lease for its expiration.

Lessor's Warranty of Quiet Enjoyment

1.4. Lessor covenants and agrees that Lessee on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on Lessee's part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease without hindrance or molestation of Lessor or any person claiming under Lessor except such portion of the Leased Premises, if any, as shall be taken under the power of eminent domain.

ARTICLE 2. RENT

Base Rent

2.1 Lessee agrees to pay to Lessor, during the term hereof, a monthly rent in the sum of \$1,200.00 per month as rent. In the event the Commencement Date is a day other than the first day of the month, the rent for the period from the commencement date to the last day of the month shall be prorated by dividing the monthly rental by thirty days, and multiplying the result by the number of days remaining in the month that includes the Commencement Date.

Time and Manner of Payment

2.2 All rent due under this article shall be paid by Lessee on a monthly basis and in advance, on the 1st business day of each month commencing on the Commencement Date. All installments of rent shall be paid in lawful money of the United States to the Lessor at 1510 N. Jackson Rd., Pharr, TX 78577 or other such other location or locations as Lessor shall from time to time designate by written notice to Lessee. Any rent due for any partial month at the beginning or the end of the term hereof shall be prorated on the basis of a thirty

**Invoice Payment -Tedsi Infrastructure Group
CC CONSENT**

Date: 05/19/2009
Submitted By: Vangie Garcia, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

Presentation for discussion, consideration, acceptance, and approval of request for payment for Invoice No. 299242 in the amount of \$51,979.91 submitted by Tedsi Infrastructure Group for the provision of general engineering services for Mile 2 West Road Improvements between Mile 12N and Mile 7 1/2N in Hidalgo County Precinct #1 through contract #C-08-226-09-30-PO#613184 and subject to County Auditor's review and completion of processing for procedures with authority for County Treasurer to issue payment.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1315-431-00-121-040-0-731
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

PO #613184, available balance as of 5-15-09 for obj. 731 \$42,873.11 (20%)

9-1315-126-20-000-009-0-000 "Due from State-TXDOT-Mile 2W-Mile 12-US 83" (80%).

Attachments

Link: CONTRACT DOCUMENTATION

Link: INVOICE DOCUMENTATION

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	05/14/2009 11:30 AM	APRV
2	Budget & Management	Ivan Cantu	05/14/2009 11:41 AM	APRV
3	Ivan Cantu	Ivan Cantu	05/15/2009 11:51 AM	APRV
4	Auditor's Office		05/15/2009 05:53 PM	NEW

Form Started By: Vangie Garcia Started On: 05/13/2009 03:24 PM

Final Approval Date: 05/15/2009

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

CORRECTED
AGREEMENT FOR GENERAL ENGINEERING SERVICES
Contract No. C-08-226-09-30

THIS AGREEMENT is made, by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and **TEDSI Infrastructure Group, Inc.** professional engineers of Mission, Texas, hereinafter called the "**Engineer**".

WITNESSETH:

WHEREAS, the **Owner** desires to contract with the **Engineer** to provide **General Engineering Services for Mile 2 West Road Improvements between Mile 12 North and Mile 7 ½ North** for Hidalgo County Precinct Number One.

NOW, THEREFORE, the **Owner** and the **Engineer** in consideration of the mutual covenants and agreements herein contained do mutually agree as follows:

ARTICLE 1. Employment of Engineer. The **Owner** agrees to employ the **Engineer** and the **Engineer** agrees to perform general engineering, rights of way & field topographic services as stated in the articles to follow, and for having rendered such services, the **Owner** agrees to pay the **Engineer** compensation as stated in the articles to follow.

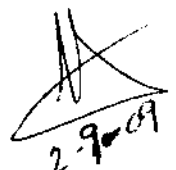
ARTICLE 2. Character and Extent of Services. This Agreement will provide for of the **Project** with the following:

2.1. Scope of Work. The **Owner** will furnish items and provide those services for the development of Work Authorizations and fulfillment of this Agreement, as identified in **EXHIBIT "A" -Services to be Provided by the Owner**, attached hereto and made a part of this Agreement. The **Engineer** shall render professional engineering services for the development of said Work Authorizations and fulfillment of this Agreement as identified in **EXHIBIT "B"-Services to be Provided by the Engineer**, attached hereto and made a part of this Agreement.

2.2 Classification of Services. For this Agreement, the professional services to be provided by the **Engineer**, as more particularly identified in **EXHIBIT "B"**, attached hereto.

2.3 Schedule of Work. The **Engineer** shall prepare a schedule of work (hereinafter referred to as "**Work Schedule**") in accordance with the terms identified in **EXHIBIT "C"-Work Schedule**, attached hereto and made a part of this Agreement.

ARTICLE 3. Period of Service. Upon execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof.



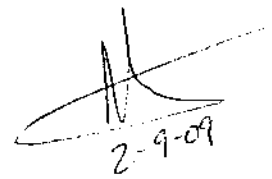
A handwritten signature in black ink, appearing to be 'A', is written over the date '2-9-09'.

3.1 Termination Date. This Agreement shall terminate at the completion of services as defined in Exhibit B, attached hereto. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Engineer** to begin work or during periods when work is suspended.

3.2 Suspension of Work. Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the **Owner** shall provide thirty (30) calendar days verbal notification to the **Engineer**, followed by written confirmation from the **Owner** to the **Engineer** to that effect. The thirty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the **Owner** to the **Engineer**. The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**.

3.3 Termination of Agreement. This Agreement may be terminated by any of the following conditions:

- (1) **Commitment of Current Revenues.** In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Engineer**. The **Owner** agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp.1995).
- (2) By mutual agreement and consent, in writing, of both the **Engineer** and the **Owner**.
- (3) By the **Owner**, upon failure of the **Engineer** to fulfill the **Engineer**'s obligations set forth herein in a satisfactory manner as determined by the **Owner** and in sole opinion of the **Owner**, after the **Owner** provides written notice to the **Engineer** of such failure and the **Engineer** has not corrected such failure within (30) days of such written notice by the **Owner**.
- (4) By the **Engineer**, upon failure of the **Owner** to fulfill the **Owner**'s obligations set forth herein, after the **Engineer** provides written notice to the **Owner** of such failure and the **Owner** has not corrected such failure within thirty (30) days of such written notice by the **Engineer**.
- (5) By the **Owner** without cause upon thirty (30) days written notice to the **Engineer**.
- (6) By satisfactory completion of all services and obligations described herein.



Handwritten signature and date: 2-9-09

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

AGREEMENT FOR GENERAL ENGINEERING SERVICES
Contract No. C-08-226-09-30

THIS AGREEMENT is made, by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner’s Court**, hereinafter called the "**Owner**", and **TEDSI Infrastructure Group, Inc.**, professional engineers of Mission, Texas, hereinafter called the "**Engineer**".

W I T N E S S E T H:

WHEREAS, the **Owner** desires to contract with the **Engineer** to provide **General Engineering Services for Mile 2 West Road Improvements between Mile 12 North and 0.44 miles north of US-83** for Hidalgo County Precinct Number One.

NOW, THEREFORE, the **Owner** and the **Engineer** in consideration of the mutual covenants and agreements herein contained do mutually agree as follows:

ARTICLE 1. Employment of Engineer. The **Owner** agrees to employ the **Engineer** and the **Engineer** agrees to perform general engineering, rights of way & field topographic services as stated in the articles to follow, and for having rendered such services, the **Owner** agrees to pay the **Engineer** compensation as stated in the articles to follow.

ARTICLE 2. Character and Extent of Services. This Agreement will provide for of the **Project** with the following:

2.1. Scope of Work. The **Owner** will furnish items and provide those services for the development of Work Authorizations and fulfillment of this Agreement, as identified in **EXHIBIT “A” -Services to be Provided by the Owner**, attached hereto and made a part of this Agreement. The **Engineer** shall render professional engineering services for the development of said Work Authorizations and fulfillment of this Agreement as identified in **EXHIBIT “B”-Services to be Provided by the Engineer**, attached hereto and made a part of this Agreement.

2.2 Classification of Services. For this Agreement, the professional services to be provided by the **Engineer**, as more particularly identified in **EXHIBIT “B”**, attached hereto.

2.3 Schedule of Work. The **Engineer** shall prepare a schedule of work (hereinafter referred to as “**Work Schedule**”) in accordance with the terms identified in **EXHIBIT “C”-Work Schedule**, attached hereto and made a part of this Agreement.

ARTICLE 3. Period of Service. Upon execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hercof.

3.1 Termination Date. This Agreement shall terminate at the completion of services as defined in Exhibit B, attached hereto. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Engineer** to begin work or during periods when work is suspended.

3.2 Suspension of Work. Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the **Owner** shall provide thirty (30) calendar days verbal notification to the **Engineer**, followed by written confirmation from the **Owner** to the **Engineer** to that effect. The thirty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the **Owner** to the **Engineer**. The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**.

3.3 Termination of Agreement. This Agreement may be terminated by any of the following conditions:

- (1) **Commitment of Current Revenues.** In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Engineer**. The **Owner** agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp.1995).
- (2) By mutual agreement and consent, in writing, of both the **Engineer** and the **Owner**.
- (3) By the **Owner**, upon failure of the **Engineer** to fulfill the **Engineer**'s obligations set forth herein in a satisfactory manner as determined by the **Owner** and in sole opinion of the **Owner**, after the **Owner** provides written notice to the **Engineer** of such failure and the **Engineer** has not corrected such failure within (30) days of such written notice by the **Owner**.

- (4) By the **Engineer**, upon failure of the **Owner** to fulfill the **Owner's** obligations set forth herein, after the **Engineer** provides written notice to the **Owner** of such failure and the **Owner** has not corrected such failure within thirty (30) days of such written notice by the **Engineer**.
- (5) By the **Owner** with cause upon thirty (30) days written notice to the **Engineer**.
- (6) By satisfactory completion of all services and obligations described herein.

Should the **Owner** terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the **Engineer** notwithstanding anything herein to the contrary. In determining the value of the work performed by the **Engineer** prior to termination, the **Owner** shall be the sole judge of the value of such work performed. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the **Owner** terminate this Agreement under (5) of the paragraph above, the amount charged during the thirty (30) day notice period shall not exceed the amount charged during the preceding ninety (90) days.

If the termination of this Agreement is due to the failure of the **Engineer** to fulfill the **Engineer's** obligations under this Agreement, the **Owner** may take over the Work Authorization and prosecute the work to completion. In such case, the **Engineer** shall be liable to the **Owner** for any additional cost occasioned by the **Owner**.

If the **Engineer** defaults in the performance of this Agreement or if the **Owner** terminates this Agreement for fault on the part of the **Engineer**, the **Owner** will give consideration to payment of an amount in settlement to include: the actual costs incurred by the **Engineer** in performing the work to the date of default, the amount of work required which was satisfactorily completed to date of default, the value of the work which is usable to the **Owner**, the cost to the **Owner** of employing another consultant and/or firm to complete the work required and the time required to do so, and other factors which affect the value to the **Owner** of the work performed at the time of default. This Agreement shall not be considered as specifying the exclusive remedy for any default by the **Engineer**, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

The termination of the Agreement and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of the **Owner** and the **Engineer** under this Agreement, except the obligations set forth in Articles 11.2, 12, 13, 15, 16, 17, 18.3, 19, 22, and 26, hereto.

ARTICLE 4. Progress and Coordination. The **Engineer** shall, from time to time during the progress of the work, confer with the **Owner**. The **Engineer** shall prepare and present such information as may be pertinent and necessary, or as may be requested by the **Owner**, in order to evaluate features of the **Engineer's** services and work.

At the request of the **Owner** or the **Engineer**, conferences shall be provided at the **Engineer's** office, the office of the **Owner**, or at other locations designated by the **Owner**. These conferences shall also include evaluation of the **Engineer's** services and work when requested by the **Owner**.

All applicable study reports shall be submitted in preliminary form for approval by the **Owner** before the final report is issued. The **Owner's** comments regarding the **Engineer's** preliminary report will be addressed by the **Engineer** in the final report.

If funds by other agencies or entities are to be used for the development of the **Project** under this Agreement, the **Engineer's** services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state, and/or federal agencies.

Should it be determined that the progress in the production of the **Engineer's** services and work does not satisfy the requirements of the approved **Work Schedule** as provided by **EXHIBIT "C"**, attached hereto, the **Owner** shall review the approved **Work Schedule** with the **Engineer** to determine the corrective action needed by either the **Owner** or the **Engineer**.

The **Engineer** shall promptly advise the **Owner** in writing of events which have a significant impact upon the progress of the **Engineer's** services and work and the approved **Work Schedule**, including:

- (1) problems, delays, adverse conditions which will materially affect the ability to attain contract objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of Work Authorization deliverables by the **Engineer** within established time periods; this disclosure will be accompanied by a statement by the **Engineer** of recommended or immediate action taken, or contemplated, and any **Owner** or other agency or entity assistance needed to resolve the situation; and
- (2) favorable developments or events which enable meeting the **Work Schedule** goals sooner than anticipated.

ARTICLE 5. Compensation and Fees. For and in consideration of the services to be rendered by the **Engineer**, the **Owner** shall compensate the **Engineer** as follows:

5.1 Services. For and in consideration of the **Services** to be rendered by the **Engineer**, as identified in Article 2 and more particularly identified in **EXHIBIT "B"**, attached hereto, the maximum amount payable by the **Owner** to the **Engineer**

for *Services*, subject to adjustment in accordance with Article 6.1 herein, will be provided in each work authorization issued. Payments to the **Engineer** for *Services* shall be made by the **Owner**, upon presentation by the **Engineer** of the monthly **Request for Payment**, in accordance with the terms and provisions of Article 6 herein.

5.2 Special Services. Those services that may be required to be provided by the **Engineer** as *Special Services* are set forth below and more particularly described in **EXHIBIT "B"**, attached hereto. For and in consideration of these *Special Services* rendered as required by the **Engineer**, the **Owner** shall pay the **Engineer** a negotiated lump sum fee (hereinafter referred to as "**Special Services Fee**") at the hourly labor rates and non-labor rates (hereinafter referred to as "**Contract Rates**") specified in **EXHIBIT "D"-Contract Rates**, attached hereto and made a part of this Agreement, and as follows:

1. **RESIDENT OR SITE ENGINEER, INSPECTOR.** Actual performance of services of project site engineer, resident engineer and/or inspector, if required by **Owner**.
2. **DOCUMENT COPIES.** Actual performance and / or providing of additional copies (over 3) of reports; additional copies (over 3) of plans (contract drawings), specifications, and estimates (PS&E); additional copies (over 3) of bidding documents; additional copies (over 3) of as-built drawings.
3. **EXTRA TRAVEL.** Extra travel required of **Engineer** and authorized by **Owner** to points outside of Hidalgo County.
4. **EXPERT WITNESS.** Assistance to the **Owner** as expert witness in any litigation with third parties, arising from the development or construction of the improvements provided in each Work Authorization.
5. **MISCELLANEOUS.** Investigations involving detailed consideration of operation, maintenance and overhead expenses and (unless otherwise agreed) the preparation of rate schedules, earning and expense statements; preparation of feasibility studies; environmental document preparation; appraisals, valuations, and material audits; or inventories required for certification of force account construction performed by the **Owner**; preparation of change orders for extra work done by the **Contractor**.

ARTICLE 6. Method of Payment.

6.1 Request for Payment. Payments to the **Engineer** for services rendered will be made while work is in progress as executed through a lump sum fee assigned to each work authorization (hereinafter referred to as "**Work Authorization**") in accordance with Article 7 herein. For each **Work Authorization**, the **Engineer** shall prepare and submit to the **Owner** monthly progress reports in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter referred to as "**Request for Payment**"). The progress report shall indicate the percent completion of the work accomplished by the **Engineer** during the billing period and to the date of the **Request for Payment**. On or before noon of the first Monday of each month during the performance of the services, the **Engineer** shall submit to the **Owner** for approval a **Request for Payment**. Payment of the lump sum fee for each **Work Authorization** identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified in such **Work Authorizations** together with a detailed breakdown of the amount and the sum of all prior payments. The **Owner** shall review each such **Request for**

Payment and may make such exceptions as the **Owner** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the **Owner** meets approving such payment, the **Owner** shall make payment to the **Engineer** in the amount approved as aforesaid subject to Article 6.4 herein and below. If **OWNER** fails to make any payment due **ENGINEER** for services and expenses within thirty days after receipt of **ENGINEER**'s invoice therefore, the amounts due **ENGINEER** will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and, in addition, **ENGINEER** may, after giving seven days' written notice to **OWNER**, suspend services under this Agreement until **ENGINEER** has been paid in full all amounts due for services, expenses and charges. Payments will be credited first to interest and then to principal. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

If the Work Authorization, or any portion(s) thereof, are deleted or otherwise not constructed, compensation to the **Engineer** by the **Owner** for the Work Authorization or such portions of the Work Authorization shall be only the amounts paid the **Engineer** for actual work performed in accordance with the **Work Authorization(s)** approved by the **Owner**.

6.2 Final Payment. After final completion of the work and acceptance thereof by the **Owner**, the **Engineer** shall submit a final request for payment ("**Final Request for Payment**") which shall set forth all amounts due and remaining unpaid to the **Engineer** and upon approval thereof by the **Owner**, the **Owner** shall pay to the **Engineer** the amount due ("**Final Payment**") under such **Final Request for Payment** in accordance with the provisions of Article 6.1 hereof. The **Final Payment** shall not be made until the **Engineer** delivers to the **Owner** an affidavit that so far as the **Engineer** has knowledge or information any and all amounts due for materials and services over which the **Engineer** has control have been paid.

6.3 Qualification on Obligations to Pay. Any provision hereof to the contrary notwithstanding, the **Owner** shall not be obligated to make any payment (whether a payment under Article 6.1 hereof or **Final Payment**) to the **Engineer** hereunder if any one or more of the following conditions precedent exist:

- (1) The **Engineer** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;
- (2) Any part of such payment is attributable to the **Engineer**'s services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Engineer**'s services which were performed in accordance with this Agreement;
- (3) The **Engineer** has failed to make payments promptly to consultants or other third parties used in connection with the Work Authorization for which the **Owner** has made payment to the **Engineer**;

- (4) If the **Owner**, in good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Engineer's** services in accordance with this Agreement, no additional payments will be due the **Engineer** hereunder unless and until the **Engineer**, at its sole cost, performs a sufficient portion of the **Engineer's** services so that such portion of the compensation then remaining unpaid is determined by the **Owner** to be sufficient to so complete the **Engineer's** services.

6.4 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the **Engineer's** services to which such partial payment related or relieves the **Engineer** of any of its obligations hereunder with respect thereto.

6.5 The **Engineer** shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the **Engineer's** services.

6.6 **Waiver.** The making of the **Final Payment** shall constitute a waiver of all claims by the **Owner** except those arising from (1) faulty or defective services of the **Engineer** appearing after completion of the **Project**, (2) failure of the **Engineer's** services to comply with the requirements of this Agreement or any contracts or Agreements related to the Work Authorization, or (3) terms of any special warranties required by this Agreement or provided at law or in equity. The acceptance of **Final Payment** shall constitute a waiver of all claims by the **Engineer** except those previously made in writing and identified by the **Engineer** as unsettled at the time of the **Final Request for Payment**.

ARTICLE 7. Work Authorization. After execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof, only as authorized by the **Owner** through an agreed **Work Authorization** document in the form identified in **EXHIBIT "E" – Work Authorization Form**, attached hereto and made a part of this Agreement. The **Engineer** will identify, as approved by the **Owner**, the needed services for the Work Authorization, as required through the course of the development of the Work Authorization. The **Owner** shall authorize the **Engineer** to perform one or more of the agreed tasks identified in **EXHIBIT "B"**, attached hereto, in the form of individual work authorizations. Upon authorization from the **Owner**, the **Engineer** will prepare a **Work Authorization** document, which will include a description of the work to be performed, including a description of the tasks and milestones, a work schedule, and an estimated cost proposal agreed upon by the **Owner** and the **Engineer**. The estimated cost proposal shall set forth in detail the computation of the cost of each work task, at the hourly rates established and identified in **EXHIBIT "D"**, attached hereto. The **Work Authorization** shall not waive the **Owner's** and the **Engineer's** responsibilities and obligations established in this Agreement.

The estimated cost proposal for each **Work Authorization**, developed by the **Engineer** and approved by the **Owner**, shall be used by the **Owner** to appropriate a purchase order for the **Work Authorization**. Each executed **Work**

Authorization shall become a part of this Agreement. Upon satisfactory completion of the **Work Authorization**, the **Engineer** shall submit the Work Authorization's deliverables as specified in the executed **Work Authorization** to the **Owner** for review and acceptance.

Work included in a **Work Authorization** shall not begin until the **Owner** and the **Engineer** have signed the **Work Authorization**. All work must be completed on or before the completion date specified in the **Work Authorization**, unless extended by written agreement by the **Engineer** and the **Owner**. The **Engineer** shall promptly notify the **Owner** of any event that will affect completion of the **Work Authorization**. All **Work Authorizations** must be executed and completed by both the **Engineer** and the **Owner** within the period established for this Agreement as specified in Article 3 hereof.

The final acceptance by the **Owner** of each **Work Authorization** shall serve as evidence of completion, on the part of the **Engineer**, of all services under this Agreement insofar as they pertain to that portion of work identified in the applicable work authorization.

ARTICLE 8. Supplemental Agreements. The terms of this Agreement may be amended by supplemental agreement if the **Owner** determines that (1) there is a need to extend the **Termination Date** identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by the **Engineer**, and/or (3) for any other reason agreeable to the **Owner** and the **Engineer**. All supplemental agreements will be developed in the form identified in **EXHIBIT "F" – Supplemental Agreement Form**, attached hereto and made a part of this Agreement, and incorporated herein by reference as "**Supplemental Agreement**".

If determined appropriate by the **Owner**, additional compensation to the **Engineer** for (1), (2) and/or (3) above shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT "D"**, attached hereto. The negotiated lump sum fee shall be incorporated into the **Supplemental Agreement**.

Any **Supplemental Agreement** must be executed by both the **Engineer** and the **Owner** prior to the **Termination Date** specified in Article 3 hereof.

It is distinctly understood and agreed that no claim by the **Engineer** for additional work, as identified in Article 9 hereof, or changes or revisions in work, as identified in Article 10 hereof, shall be made by the **Engineer** until full execution of the **Supplemental Agreement** and authorization to proceed is granted by the **Owner**. The **Owner** reserves the right to withhold payment to the **Engineer** pending verification of satisfactory work performed by the **Engineer**.

ARTICLE 9. Additional Work. If the **Engineer** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the **Engineer** shall promptly notify the **Owner** in writing. In the event the **Owner** finds that such work does constitute extra work, the **Owner** shall so advise the **Engineer** and a written supplemental agreement will be executed between the **Owner** and the **Engineer** as provided herein. The **Engineer** shall not perform any proposed additional work or incur any additional costs prior to the execution by both the **Engineer** and the **Owner** of a supplemental agreement. Additional compensation from the **Owner** to the **Engineer** shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT "D"**, attached hereto. The negotiated lump sum fee shall be incorporated into the supplemental agreement as specified in Article 8 hereof. The **Owner** shall not be liable or under any obligation to compensate the **Engineer** for work performed or costs incurred by the **Engineer** relating to additional work not directly associated with the performance of the work authorized in this Agreement or as amended through supplemental agreement.

ARTICLE 10. Changes or Revisions in Work. If the **Owner** finds it necessary to request changes to the work, and the changes are within the applications of sound engineering principles, the **Engineer** shall make such revisions if requested and directed by the **Owner**.

10.1 Preliminary Work. The **Engineer** will make, without expense to the **Owner**, such revisions of any preliminary reports or drawings as may be required to meet the needs of the **Owner** and the applications of sound engineering principles.

10.2 Previously Approved or Satisfactorily Completed Work. If the **Owner** finds it necessary to request the **Engineer** to make changes to work previously approved by the **Owner** or work satisfactorily completed for which the **Owner** approves or, after a definite plan has been approved by the **Owner**, if a decision is subsequently made by the **Owner**, which for proper execution involves extra services and expenses for changes in or additions to the drawings, specifications or other documents, this will be considered as additional work, and compensation from the **Owner** to the **Engineer** will be in accordance with Article 9 hereof.

10.3 Project Delays. If the **Engineer** is required to perform additional work due to delays by the imposition of causes not within the **Engineer's** control, such as by the re-advertisement of bids or by the delinquency or insolvency of contractors, such work associated with these delays shall be considered additional work, and the **Engineer** shall be compensated by the **Owner** for such extra services and expense in accordance with Article 9 hereof.

10.4 Reduction of Project Cost. Notwithstanding any provision herein to the contrary, in the event it is necessary for the **Owner** to require changes in the final plan to enable it to reduce the construction cost the **Engineer** will be required to make such revisions or changes. These changes will be considered additional work by the **Engineer**. Payment for this additional work will then be made to the **Engineer** in accordance with Article 9 hereof.

ARTICLE 11. Ownership and Release of Documents.

11.1 Ownership of Documents. Original drawings and specifications are the property of the **Engineer**; however, the Work Authorization deliverables are the property of the **Owner**, and the **Engineer** may not use the drawings and specifications thereof for any purpose not relating to the Work Authorization without the **Owner's** consent. The **Owner** shall be furnished with such reproductions of drawings and specifications as the **Owner** may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article 3.4 hereof, the **Engineer** will revise drawings to reflect changes made during construction and will promptly furnish the **Owner** with one complete set of reproducible record prints. Prints shall be furnished by the **Engineer**, as an additional service, at any other time requested by **Owner**. All such reproductions shall be the property of the **Owner** who may use them without the **Engineer's** permission for any proper purpose relating to the Work Authorization, including, but not limited to, additions to or completion of the Work Authorization. Any additions or revisions by the **Owner** to a drawing signed, sealed, and dated by a registered professional engineer, shall be made in accordance with the Texas Engineering Practice Act and the Rules of the State Board of Registration for Professional Engineers.

All documents furnished to the **Engineer** by the **Owner** shall be delivered to the **Owner** upon completion or termination of this Agreement. The **Engineer**, at the **Engineer's** own expense, may retain copies of such documents or any other data under this Agreement.

11.2 Release of Documents or Information. Release of information to the public or others regarding the Work Authorization will be in accordance with the Texas Public Information Act.

ARTICLE 12. Discounts, Rebates, Refunds. In connection with procurement services rendered by the **Engineer**, if procurement services are required of the **Engineer** hereunder, all discounts, rebates and refunds shall accrue to the **Owner**. For some purchases, the **Engineer** may deem that payment within the discount period is not safe; and/or inspection, guarantees, or other considerations may dictate delay. In such cases, the **Engineer** shall promptly notify the **Owner** so that a course of action may be mutually agreed upon by the **Owner** and the **Engineer**.

ARTICLE 13. Records, Accounting, Inspection. The **Engineer** shall keep full and detailed records and accounts in a manner approved by the **Owner**. The **Engineer** shall afford the **Owner's** authorized personnel and independent auditors, if any, full access to the work performed by the **Engineer** regarding the Work Authorization and to all of the **Engineer's** books, records, correspondence, instructions, drawings, receipts, vouchers and other documents relating to such work under this Agreement, and the **Engineer** shall preserve all such records for three (3) years after final payment. The **Engineer** shall deliver to the **Owner** upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and requirements of the **Owner**.

ARTICLE 14. Subcontracting and Assignment. The **Engineer** shall not assign, subcontract or transfer the **Engineer's** interest in this Agreement without the prior written consent of the **Owner**. The **Engineer** shall bind every subconsultant by written subcontract to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontract relieves the **Engineer** of any responsibilities under this Agreement.

The **Engineer**, and the **Owner**, do hereby bind themselves, their successors, executors, administrators and assigns to each other party of this Agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this contract.

ARTICLE 15. Patents. The **Engineer** shall indemnify and save the **Owner** harmless from all liability for alleged or actual infringement of any patent resulting from the use of apparatus or equipment furnished or designed by the **Engineer** or from the use of any process designed by the **Engineer** or effected by said apparatus or equipment, and the **Engineer** shall indemnify and save the **Owner** harmless from and against all costs, legal fees, expenses and liabilities incurred in or about any claim of or action for such infringement; provided, however, that the **Owner** shall promptly transmit to the **Engineer** all papers served on the **Owner** in any suit involving such claim of infringement, and provided further, that the **Owner** permits the **Engineer** to have entire charge and control of the defense of any such suit. If because of actual infringement the use of such apparatus, equipment, or process is enjoined, the **Engineer** shall refund the purchase price thereof in proportion to the length of service uncompleted, the life of such apparatus or equipment being assumed as five years. The **Engineer** hereby grants to the **Owner** a non-exclusive, royalty-free license under patents now or hereafter owned by the **Engineer** covering any machines, apparatus, processes, articles, or products included in the **Engineer's** work hereunder.

ARTICLE 16. Confidential Information, Inventions and Other Restrictions.

16.1 Confidential Information. The **Engineer** shall not use in any way, commercial or otherwise, except to the extent required by the proper performance of this Agreement; and shall hold in confidence and not disclose to any person, for any reason or at any time, any information relating to the secret processes, products, compositions, machinery, apparatus or trade secrets of the **Owner**, or any other confidential information given to the **Engineer** by any of the **Owner's** commissioners, elected officials, employees, or representatives or acquired by the **Engineer** during the term of or as a result of this Agreement. Any information not generally available to the public shall be considered secret and confidential for the foregoing purposes; provided, however, that any technical information which was lawfully in the **Engineer's** possession prior to such disclosure to the **Engineer** by the **Owner** or which is or shall lawfully be published or become part of general knowledge from sources other than the **Engineer** or which otherwise shall lawfully become available to the **Engineer** from a source other than the **Owner**, shall not be subject to these provisions. All the foregoing stipulations shall apply to such information and work hereunder as well as to any information and ideas originated or developed by the **Engineer** in performing such work. Such information may, of course, be disclosed to the proper officials or employees of the **Owner** if necessary to perform the work hereunder. The **Engineer** shall, however, inform each of its employees who receive such information of these restrictions and the **Engineer** shall take all reasonable precautions and exert all reasonable efforts to assure conformance with such restrictions by all of its officers, employees, and agents, obtaining from them if necessary, agreements satisfactory to the **Owner**, effectuating the purposes of this Article.

16.2 Inventions. The **Engineer** shall communicate to the **Owner** at once, and require the **Engineer's** employees assigned to the Work Authorization to communicate to the **Owner** all inventions and improvements which any of the **Engineer's** employees, either alone or in conjunction with any of the **Owner's** employees may conceive, make or discover during the course of or as a result of work on any Work Authorization under this or any ensuing agreement with the **Owner** that relates to the processes, products, compositions, machinery or plants of the **Owner**, or relating in any way to any of the operations in which the **Owner** has been or is engaged at the time, and such inventions and improvements shall become the sole, exclusive property of the **Owner** without any obligation on its part to make any payment therefor in addition to any sums which the **Owner** may be obligated to pay to the **Engineer** as compensation for services rendered by the **Engineer** under contract with the **Owner**. The **Engineer** shall require its employees to execute patent applications and assignments thereof to the **Owner** or its nominees, and powers of attorney relating thereto for any country the **Owner** may designate, and shall take all other actions as the **Owner** may request to maintain and protect such inventions and improvements. The **Owner** shall pay

all costs or charges incurred in protecting such inventions and improvements if the **Owner** desires to protect them. Before assigning any of the **Engineer's** employees to work under any contract with the **Owner** concerning this Work Authorization, the **Engineer** shall obtain from them agreements satisfactory to **Owner** complying in all respects with the terms and provisions of this Article.

16.3 The rights and obligations set forth in Article 16 shall survive the performance of this Agreement, or any termination, discharge or cancellation thereof.

ARTICLE 17. Engineer's Seal, Responsibility and Warranties.

17.1 Engineer's Seal. The **Engineer** shall assign a responsible engineer or engineers licensed to practice in the State of Texas, who shall sign, seal and date all appropriate engineering submissions to the **Owner** in accordance with the Texas Engineering Practice Act and the Rules of the State Board of Registration for Professional Engineers.

17.2 Engineer's Responsibility. The **Engineer** shall be responsible for the accuracy of the work performed in Work Authorizations, and shall promptly make necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer**. No additional compensation will be made to the **Engineer** for any necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer**.

The **Engineer's** responsibility for all questions arising from design errors and/or omissions will be determined by the **Owner** or a designee appointed by the **Owner**. The **Engineer** will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the **Project** has been completed.

17.3 Warranties.

(a) The **Engineer** warrants that engineering design work performed by the **Engineer** hereunder shall be in accordance with sound engineering design practices and in conformance with applicable code and standards established for such work.

(b) Notwithstanding anything to the contrary contained in this Agreement, the **Owner** and the **Engineer** agree and acknowledge that the **Owner** is entering into this Agreement in reliance on the **Engineer's** experience and abilities with respect to performing the **Engineer's** services hereunder. The **Engineer** accepts the relationship of trust and confidence established between it and the **Owner** by this Agreement. The **Engineer** covenants with the **Owner** to use the **Engineer's** best efforts, skill, judgment and abilities to design the improvements in each Work Authorization and to further the interests of

the **Owner** in accordance with the **Owner's** requirements and procedures, in accordance with all professional standards, and in compliance with all applicable national, federal, state, county and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. If the development of plans, specifications and estimates (hereinafter referred to as "**PS&E**") are identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the Work Authorization, prior to the commencement of construction, the **Engineer** shall certify in writing to the **Owner** that the **PS&E** for the Work Authorization, and the improvements when built in accordance therewith, conform to all applicable governmental regulations, statutes and ordinances then in effect. The **Engineer** represents, covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the **Engineer's** services.

(c) The **Engineer** represents, covenants and agrees that all of **Engineer's** services to be furnished by the **Engineer** under or pursuant to this Agreement from the inception of the Agreement until the Work Authorization has been fully completed, shall be of the standard and quality which prevail among engineers of similar experience, knowledge, skill and ability engaged in engineering practice throughout Texas under the same or similar circumstances involving the design and construction.

(d) The **Engineer** represents, covenants and agrees that the **Engineer's** special talent, training and experience cause the **Engineer** to be the prime professional on the Work Authorization; that because of such talent and training, the **Engineer** envisions the construction of the Work Authorization in its entirety, and possesses the special skills which enable the **Engineer** to recognize dangerous conditions that a reasonable, prudent engineer having such special skills could anticipate may arise from the proper use of the improvements after acceptance by **Owner**; that as the design professional, the **Engineer** has some measure of control over any such dangerous conditions; that the **Engineer** has knowledge which will enable the **Engineer** to recognize specific dangers that may arise from the proper use of the improvements after acceptance by **Owner**; and, that the **Engineer** recognizes that any commissioners, elected officials, employees, and agents of the **Owner**, plus residents and owners of property within the area affected by the improvements are within a class of foreseeable persons who will be relying on the improvements being designed in a professional and safe manner.

(e) If the development of **PS&E** is identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the Work Authorization, the **Engineer** represents, covenants and agrees that the **PS&E** of the improvements will be accurate and free from any material errors. The **Engineer**

additionally represents, covenants, and agrees to the following: that the design of the improvements will conform to its foreseeable use with all the amenities as set forth in any **PS&E** developed by the **Engineer** for the Work Authorization; that the result of such **PS&E**, if built in accordance therewith, will be suitable for purposes for which the improvement is designed; that the result of **Engineer's** inspection of the improvements will be suitable for purposes for which the improvements were designed; and, the improvements will be inspected in a workmanlike, professional manner and will be suitable for the Work Authorization's intended purpose. The **Engineer's** responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the **Owner** of any **PS&E** developed by the **Engineer** for the Work Authorization, nor shall the **Engineer** be released from any liability by reason of such approval by the **Owner**, it being understood that the **Owner** at all times is ultimately relying upon the **Engineer's** skill and knowledge in preparing such **PS&E**.

(f) In connection with the **Engineer's** performance of procurement services hereunder, if any, the **Engineer** shall use its best efforts to obtain from all vendors of equipment and materials, fullest possible warranties against defective materials and workmanship for the benefit the **Owner**.

ARTICLE 18. Engineer's Resources. The **Engineer** shall furnish and maintain, at the **Engineer's** own expense, office space for the performance of all services, skilled and sufficient personnel, as well as adequate and sufficient equipment to perform the services as required under this Agreement.

18.1 Project Manager. The **Engineer** shall provide a manager (**Project Manager**) for the Work Authorization that is a registered professional engineer in the State of Texas. The **Project Manager** shall have such knowledge and experience as will enable the **Project Manager** to perform the duties required for the services under this Agreement. The **Engineer** may change the **Project Manager** during the course of the Work Authorization without prior consent of the **Owner**. If, due to situations beyond the control of the **Engineer**, the **Engineer** must change the **Project Manager** prior to the completion and acceptance of the improvements, the **Engineer** will submit a request to change the **Project Manager** to the **Owner** for approval.

18.2 Employees of the Engineer. All employees of the **Engineer** shall have such knowledge and experience as will enable them to perform the duties assigned to them and required for the services under this Agreement. Any employee of the **Engineer** who, in the opinion of the **Owner**, is incompetent, or whose conduct becomes detrimental to the work required under this Agreement, shall immediately be removed from association with the Work Authorization when so instructed by the

Owner. The **Engineer** certifies that the **Engineer** presently has employed sufficient and qualified personnel, and will maintain sufficient and qualified personnel for performance of the services under this Agreement.

18.3 Documents/Information Exchange. The purpose of this Article is to define the required automated resources, format for graphics files, and information exchange pertaining to the Work Authorization. Taking into consideration that the **Owner** has a significant investment in the development of the improvements, there is a need for the **Engineer** to provide consistency in document development for information exchange. Consistency in document development for information exchange and production will help facilitate an economically efficient improvement. Therefore, the **Engineer** shall provide the **Owner** with documents and information in accordance with the special requirements outlined in **EXHIBIT "B"** attached hereto.

ARTICLE 19. Indemnification. To the fullest extent permitted by applicable law, the **Engineer** and its agents, partners, subcontractors, and consultants (collectively "**Indemnitors**") shall and do agree to indemnify, and hold harmless the **Owner**, the **Owner's** respective directors, elected officials, employees and agents (collectively "**Indemnitees**") from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "**Liabilities**") of any person or entity whomsoever arising out of, caused by or resulting from the negligent performance of the **Engineer's** services through activities of the **Engineer**, its agents, partners, subcontractors and/or consultants performed under this Agreement, and which are caused by or result from error, omission, or negligent act of the **Engineer** or of any person employed or contracted by the **Engineer** provided that any such **Liabilities** (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting therefrom and (2) are caused in whole or in part by any negligent act or omission of the **Engineer**, anyone directly or indirectly employed by the **Engineer** or anyone for whose acts the **Engineer** may be legally liable. The **Engineer** shall also save harmless the **Owner** from any and all expense, including, but not limited to, attorney fees which may be incurred by the **Owner** in litigation or otherwise resisting said claim or liabilities which may be imposed on the **Owner** as a result of such activities by the **Engineer**, its agents, partners, subcontractors and/or consultants. In this connection, it is agreed and understood that the **Engineer** shall not be responsible for any portion of the liability proximately caused by the **Owner's** negligence.

ARTICLE 20. Joint and Several Liability. In the event more than one of the **Indemnitors** are connected with an accident or occurrence covered by the indemnification in Article 19 hereof, then each of such **Indemnitors** shall be jointly and

severally responsible to the **Indemnitees** for indemnification and the ultimate responsibility among such **Indemnitors** for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any **Indemnitee**. The provisions of this Article shall not be construed to eliminate or reduce any other indemnification or right which the **Owner** or any of the **Indemnitees** has by law.

ARTICLE 21 Insurance. The **Engineer** shall obtain and maintain insurance in the limits of liability for each of the types of insurance coverage identified as follows:

- (1) Workers' Compensation, endorsed with a waiver of subrogation in favor of the **Owner** in accordance with the statutory obligations imposed by Worker's Compensation or Occupational Disease laws under the Texas Workers' Compensation Law ("**Statutory Texas**").
- (2) Commercial General Liability, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein*, in limits of liability not less than one million dollars (**\$1,000,000**) combined single limit each occurrence and in the aggregate for bodily injury and property damage.
- (3) Texas Business Automobile Policy, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein*, in limits of liability not less than two hundred fifty thousand dollars (**\$250,000**) each person for bodily injury, five hundred thousand dollars (**\$500,000**) each occurrence for bodily injury, and one hundred thousand dollars (**\$100,000**) each occurrence for property damage.
- (4) Professional Liability in limits of **\$1,000,000** each claim and aggregate.

The **Engineer** covenants and agrees to maintain an insurance policy in the minimum limits of liability for each of the types of insurance coverage identified above. The **Engineer** shall furnish the **Owner** with a certificate of insurance (**Hidalgo County Certificate of Insurance**) showing the said policy to be in full force and effect during the period of service, identified in Article 3 hereto, for this Agreement. The completed **Hidalgo County Certificate of Insurance** shall be attached hereto and identified as **EXHIBIT "G"- Hidalgo County Certificate of Insurance**. The **Engineer** will be considered in breach of contract should the **Engineer** fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and termination of the Agreement as outlined in Article 3.4 hereto. Additionally, the **Engineer** covenants and agrees to use its best efforts to maintain an

insurance policy in the minimum limits of liability and requirements identified above until one year following the date of the acceptance of the Work Authorization by the **Owner**.

ARTICLE 22. Compliance with Laws. The **Engineer** shall comply with all applicable Federal, State and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement, including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the **Engineer** shall furnish the **Owner** with satisfactory proof of its compliance therewith.

ARTICLE 23. Noncollusion. The **Engineer** warrants that the **Engineer** has not employed or retained any company or persons, other than a bona fide employee working solely for the **Engineer**, to solicit or secure this Agreement, and that the **Engineer** has not paid or agreed to pay any company, engineer or any other person or entity any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or execution of this Agreement. For breach or violation of this warranty, the **Owner** shall have the right to annul this Agreement without liability or, in the **Owner's** discretion, to deduct from the *Services Fee*, or otherwise recover, the full amount of each fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE 24. Gratuities. The **Owner** mandates that employees of the **Owner** shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the **Owner** under this Agreement; the only exceptions allowed are ordinary business meals. Any person doing business with or who may reasonably seeking to do business with the **Owner** under this Agreement may not make any offer of benefits, gifts or favors to **Owner** employees, except as mentioned herein above. Failure on the part of the **Engineer** to adhere to this provision may result in the termination of this Agreement.

ARTICLE 25. Payment of Franchise Tax. The **Engineer** hereby certifies that the **Engineer** is not delinquent in Texas franchise tax payments, or that the **Engineer** is exempt from, or not subject to, such a tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the **Owner**.

ARTICLE 26. Disputes. The **Engineer** shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the **Engineer** in support of the services under this Agreement.

ARTICLE 27. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not

affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE 28. Notices. All notices to either party by the other required under this Agreement shall be personally delivered or mailed to such party at the following respective addresses:

OWNER: *Hidalgo County*
100 East Cano, 2nd Floor
Edinburg, Texas 78539

ENGINEER: **TEDSI Infrastructure Group, Inc.**
1201 E. Expressway 83
Mission TX 78572

The address may be changed by either party by written notice, and notice so mailed shall be effective upon mailing.

ARTICLE 29. Miscellaneous Provisions.

(a) This Agreement constitutes the entire Agreement between the **Engineer** and the **Owner** relating to the work herein described, and supersedes any prior understanding or written or oral contracts between the parties respecting the subject matter defined herein. There are no previous or contemporary representations or warranties of the **Owner** or the **Engineer** not set forth herein.

(b) Except as specifically provided herein, no modification, waiver, termination, rescission, discharge, or cancellation of this Agreement or of any terms thereof shall be binding on the **Owner** unless in writing and executed by an officer or employee of the **Owner** specifically authorized to do so.

(c) No waiver of any provision of or a default under this Agreement shall affect the right of the **Owner** thereafter to enforce said provision or to exercise any right or remedy in the event of any other default, whether or not similar.

(d) No modification, waiver, termination, discharge or cancellation of this Agreement or of any terms thereof shall impair the **Owner's** rights with respect to any liabilities, whether or not liquidated, of the **Engineer** to the **Owner** theretofore accrued.

(e) All rights and remedies of the **Owner** specified in this Agreement are in addition to the **Owner's** other rights and remedies.

(f) The **Engineer** shall remain an independent contractor and shall have no power, nor shall the **Engineer** represent that the **Engineer** has any power, to bind the **Owner** or to assume or to create any obligation express or implied on behalf of the **Owner** except as specifically authorized in advance by the **Owner**.

(g) The Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

(h) This Agreement may only be amended by a written document executed by the **Owner** and the **Engineer** as provided by Article 8 herein.

ARTICLE 30. Signatory Warranty The undersigned signatory or signatories for the **Engineer** hereby represent and warrant that the signatory is an officer of the organization for which he or she has executed this Agreement, and that he or she has full and complete authority to enter into this Agreement on behalf of the **Engineer**. The above-stated representations and warranties are made for the purpose of inducing the **Owner** to enter into this Agreement.

IN WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the 30th day of September, 2008.

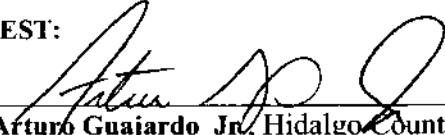
ENGINEER:
TEDSI Infrastructure Group, Inc.

BY: 
Jesse Salinas, Chief Executive Officer

OWNER:
HIDALGO COUNTY

BY: 
Juan D. Salinas III, County Judge

ATTEST:

By: 
Arturo Guajardo Jr, Hidalgo County Clerk

ATTACHMENTS:

- EXHIBIT A** -Scope of Services to be Provided by the Owner
- EXHIBIT B** -Scope of Services to be Provided by the Engineer
- EXHIBIT C** -Work Schedule
- EXHIBIT D** -Engineer's Contract Rates
- EXHIBIT E** -Work Authorization Form
- EXHIBIT F** -Supplemental Agreement Form
- EXHIBIT G** -Certificate of Insurance (*Hidalgo County*)

Approved As To Form:
Atlas & Hall, LLP

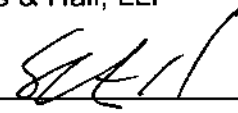
By: 

EXHIBIT "A"
SERVICES TO BE
PROVIDED BY OWNER

EXHIBIT "A"
Services to be Provided by the Owner

The following provides an outline of the services to be provided by the **Owner** in the development of the **Work Authorizations**.

The **Owner** will provide to the **Engineer** the following:

- 1) Prepare and execute a Purchase Order with Hidalgo County Purchasing Department
- 2) Authorization to the Engineer to begin work.
- 3) Payment for work performed by the engineer.
- 4) Assistance to the Engineer, as necessary, to obtain required data and information from other local, regional, and state agencies that the Engineer cannot easily obtain.
- 5) Secure required Environmental permits from regulatory agencies
- 6) Acquire additional Right of Way identified by the Engineer
- 7) Provide any available relevant data that may on file concerning the Project.
- 8) Provide timely review and decisions in response to the Engineers request for information and/or submittals and deliverables.
- 9) Attend and participate in progress meetings as required and as coordinated and conducted by the Engineer.
- 10) Advertise and award, as assisted and recommended by the Engineer, construction contracts for the PS&E developed by the Engineer.
- 11) Attend pre-bid and pre-construction conferences coordinated and conducted by the Engineer.
- 12) Review and approve monthly and final estimates, developed by the Engineer, for payment to the Contractor. Compensate and pay the Contractor for work performed as identified in the approved monthly and final estimates.
- 13) Provide assistance to Engineer where necessary and possible with Owner information/resources to ensure project is completed within timely/efficient basis.
- 14) Provide Engineer with Geotechnical Data for pavement design and thickness.

EXHIBIT “B”
SCOPE OF SERVICES
TO BE PROVIDED BY ENGINEER

EXHIBIT "B"

Generalized Services to be Provided by the Engineer

The engineer shall provide the following engineer services required for the preparation of the plans, specification and estimate, and related documents for the above noted project. The Engineer shall maintain a direct line of communication and coordinate very closely with the Hidalgo County.

ROUTE AND DESIGN STUDIES

- 1) Develop and assemble Preliminary Construction Cost Estimates at 30%, 60% and 90% milestone submittals.
- 2) Develop Roadway Design Criteria; prepare the Design Summary Report.
- 3) Attend, participate and document the Design Concept Conference.
- 4) Conduct additional soil core hole drilling to supplement those already collected. Utilize existing soil boring information if available.
 - a) Retaining Walls
 - b) Miscellaneous Structures
 - c) Bridges
- 5) Prepare foundation information summary for all structures.
- 6) Develop a feasibility study, design alternative analysis and/or a geometric schematic
- 7) Assist in developing a public involvement plan and accomplish tasks as necessary to effectuate the plan
- 8) Identify existing right of way limits and locate all major utilities within the study limits.
- 9) Determine minimum ROW and easement requirements using the proposed typical sections and preliminary cross sections. Adjust the proposed typical sections to accommodate refinements in design of the proposed alternative. Such refinements may include widening of pavement for turn lanes, changes in side slopes to reduce ROW requirements, use of retaining walls to minimize ROW and environmental impacts, addition of the proposed pavement design section, and other changes in the roadway typical sections.
- 10) The ENGINEER will provide an Engineering Summary Report outlining the various design alternatives considered with reasons for selection of the preferred alternative. All of the engineering analysis and methodology used in determining the preferred alternative will be documented in the report.
- 11) Conduct an analysis of traffic operations (level of service) for the intersecting streets using acceptable simulation software based on traffic data provided by TxDOT. This analysis will be used to determine the appropriate intersection design. Diagrams will also be developed of the existing and projected traffic volumes and turning movements, to be shown on the schematic drawing.
- 12) Obtain traffic counts at specific locations using tube counters and or personnel to obtain traffic counts.

SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES, AND PUBLIC INVOLVEMENT

- 1) Prepare environmental questionnaire and associated exhibits.
- 2) Prepare environmental documents (categorical exclusions or assessments) including the following elements, as appropriate:
 - a) Description of the existing facility/setting and environment
 - b) Description of the proposed action including appropriate discussions of roadway construction, utility construction, right-of-way needs and funding/construction cost
 - c) Explanation of the need and purpose for the project
 - d) Discussion of reasonable alternatives
 - e) Potential social, economic and environmental factors
 - i) Social impacts
 - (1) Relocations/displacements of people, businesses and farms
 - (2) Environmental justice
 - (3) Community Cohesion
 - (4) Social Economic Data
 - (5) Land Use
 - (6) Regional and community growth

- (7) Public facilities and services
- ii) Economic impacts (i.e. property values, regional and individual access, (1) emergency response) iii. Environmental impacts (i.e. land use, water quality, noise, air quality, (2) vegetation, endangered species, historic/archaeological/cultural (3) resources, hazardous materials/contamination)
- 3) Discussion of secondary impacts
- 4) Conclusion of findings
- 5) Schedule, coordinate, attend and follow-up activities for public involvement meeting(s) and/or hearing(s).
- 6) Prepare exhibits for the public meetings, railroads, etc. as required.
- 7) The ENGINEER will perform evaluations and other tasks related to permitting issues for particular locations or elements of the project.

RIGHT-OF-WAY & UTILITIES

- 1) Right-of-Way:
 - a) Identify areas where temporary construction/driveway easements or agreements may be required.
 - b) Prepare exhibits for driveway penetration agreements.
 - c) Identify areas where additional rights of way or drainage easements may be required.
- 2) Utility Coordination:
 - a) Identify & map existing and proposed utility locations. Proposed utilities will only be mapped if Microstation files depicting the proposed utilities are supplied by the utility company and they line up with the project datum and coordinate system.
 - b) Coordinate and attend utility coordination meetings. Engineer to provide copies of plans and cross sections to the utility companies.
 - c) Incorporate resolutions from utility coordination meetings into plans.
 - d) Coordinate with utility companies to determine areas of conflicts.
 - e) Provide coordination of utility adjustments with assistance from County. Provide technical assistance and meeting exhibits as needed. Verify utility relocation plans are in accordance with TxDOT's Utility Accommodation Policy Manual.

FIELD SURVEYING

- 1) Obtain right of entry (short of litigation) to adjacent properties, as required.
- 2) Cross section drainage channels and drainage facilities as required.
- 3) Ties to existing bridges, bridge foundations, culverts and other existing drainage facilities as required.
- 4) Locate proposed soil core holes as drilled.
- 5) Establish x, y, and z coordinates of power poles, manholes and valves of various utilities, flow lines of existing sanitary sewer and storm sewer lines, and subsequent utility ties of facilities exposed by others.
- 6) Update planimetries to accurately reflect changes in topography due to development, erosion, etc.
- 7) Provide aerial survey services to produce
 - a) Digital Terrain Models
 - b) Digital Ortho Rectified Photos
 - c) Digital planmetric
- 8) Re-establish project baseline and appropriate offset(s) - recover and verify.
- 9) Provide project ties at limits of project in order to provide adequate length to establish grades.
- 10) Temporary signs, traffic control, flags, safety equipment, etc. Traffic control includes services of warning sign company to provide lane closures as required for safety of survey personnel.

ROADWAY DESIGN CONTROLS

- 1) Grading Design
 - a) Finalize horizontal and vertical alignments, and superelevation transitions of roadways based upon the approved schematic layout. Determine vertical clearances at grade separations and overpasses, taking into account the appropriate superelevation rate. Prepare Horizontal Alignment Data sheets, Horizontal Alignment Layout sheets, and

- Survey Control Data sheets.
- b) Prepare Project Layout sheets.
- c) Develop Typical Sections & Form 1002 for submittal & approval. Prepare Existing and Proposed Typical Section sheets.
- d) Prepare Existing Plan sheets and Planing Layout sheets.
- e) Prepare plan and profile sheets for roadway and intersecting streets as required for widening and/or reconstruction.
- f) Develop Design Cross Sections - Design Cross Sections shall be submitted in electronic format and on 11" x 17" paper sheets or roll drawings. Design Cross-sections shall incorporate the following details on each section:
 - i) Baseline & ROW Designations.
 - ii) Existing Natural Ground, Finished Grade
 - iii) Earthwork will be calculated according to specification and calculations shown for each cross section.
 - iv) Side Slope ratios.
 - v) Driveways as required.
- g) Determine roadway quantities, including cut and fill quantities, and prepare quantity summary sheets. Show earthwork quantities on the plan sheets and cross sections.

DRAINAGE

- 1) Hydraulic Drainage Study and Documentation
 - a) Gather information regarding existing drainage features, facilities and watersheds.
 - b) Evaluate existing drainage conditions.
 - c) Develop drainage area map and discharge rates. D. Hydraulic computations
 - i) Cross Drain Culverts
 - ii) Channels
 - iii) Storm drainage/inlets
 - iv) Drainage analysis of waterways
 - v) Surface Channels/Ditches
- 2) Layout, Structural Design and Detailing of Drainage Features
 - a) Culverts replacements and or extensions with impact analysis based on FEMA criteria for 100 year storm.
 - b) Storm drains
 - i) New storm drainage
 - ii) Modify existing storm drains
 - iii) Inlets
 - iv) Manholes
 - v) Trunk lines
 - vi) Temporary drainage facilities
- 3) Storm Water Pollution Prevention Plan (SW3P)
 - a) Develop SW3P Narrative
 - b) Develop separate SW3P Plans for each phase of construction. SW3P controls may include but are not limited to temporary sediment fence, construction exits, detention ponds, and rock berms.
 - i) Development of plans and details for Best Management Practices (BMPs) for permanent water quality features.
 - ii) Scour evaluations and preparation of scour report as needed.
 - iii) Determine quantities for drainage and SW3P items and prepare Summary of Quantity sheets.

SIGNING, MARKINGS AND SIGNALIZATION

- 1) Develop Traffic Signal Plans as required. Prepare Traffic Signal Layout and Detail Sheets
 - a) Determine quantities and prepare quantity summary sheet
 - i) List of all bid items
 - ii) Bid item quantities
 - iii) Specification item number
 - iv) Paid item description and unit of measure
 - b) Basis of estimate sheet (list of materials)

- c) General notes and specification data sheet
 - d) Plan sheet(s)
 - i) Existing traffic control that will remain (signs and markings)
 - ii) Existing utilities
 - iii) Proposed highway improvements
 - iv) Proposed installation
 - v) Proposed additional traffic controls
 - vi) Proposed illumination attached to signal poles.
 - e) Notes for plan layout
 - f) Phase sequence diagram(s)
 - i) Signal locations
 - ii) Signal indications
 - iii) Phase diagram
 - iv) Signal sequence table
 - v) Flashing operation (normal and emergency)
 - vi) Preemption operation (when applicable)
 - vii) Interval timing, cycle length and offset
 - g) Construction detail sheets(s)
 - i) Poles (TxDOT standard sheets)
 - ii) Detectors
 - iii) Pull Box and conduit layout
 - iv) Controller Foundation standard sheet
 - h) Barricade and warning sign standard sheet and any special details for work zone traffic control for special conditions
 - i) General Traffic Signal Requirements
 - i) Contact local utility company
 - (1) Confirm power source
 - (2) Discuss route of aerial or underground interconnect cable (when applicable)
 - (3) Adjustment of overhead utility lines
 - ii) Prepare governing specifications and special provisions list
 - iii) Prepare traffic signal estimate
- 2) Signing and Pavement Marking Plans
- a) Signing and Pavement Marking Layouts, details include:
 - i) Roadway layout
 - ii) Center line with station numbering
 - iii) ROW lines
 - iv) Culverts and other structures that present a hazard to traffic
 - v) Approximate location of utilities
 - vi) Existing signs to remain, to be removed, to be relocated
 - vii) Proposed signs (illustrated and numbered)
 - viii) Proposed markings (illustrated and quantified) which include pavement markings, object markings and delineation
 - ix) Quantities of existing pavement markings to be removed
 - x) Proposed delineators and object markers
 - b) Determine quantities and prepare Summary of Small Signs Tabulation
 - c) Determine quantities and prepare Summary of Large Signs Tabulation including all Guide Signs
 - d) Sign Detail Sheets
 - i) All signs except route markers
 - ii) Design details for large guide signs
 - iii) Dimensions of letters, shields, borders, corner radii etc.
 - iv) Designation of shields attached to guide signs
 - v) Designation of arrow used on exit direction signs
 - e) Determine final pavement marking and delineation quantities and prepare Pavement Marking Summary sheet

MISCELLANEOUS (ROADWAY)

- 1) Retaining Walls
 - a) Prepare Retaining Walls Layouts and Details, possible wall types:
 - b) Retaining Wall Layouts (PLAN), include:
 - i) Designation of reference line
 - ii) Beginning and ending retaining wall stations
 - iii) Offset from reference line
 - iv) Horizontal curve data
 - v) Total length of wall
 - vi) Indicate face of wall
 - vii) All wall dimensions and alignment relations (alignment data as necessary)
 - viii) Soil core hole locations
 - ix) uncontaminated, subsurface drainage details
 - c) Retaining Wall Layouts (ELEVATION), include:
 - i) Top of wall elevations at each joint or intervals
 - ii) Existing and finished ground line elevations
 - iii) Limits of measurement for payment
 - iv) Top and bottom of wall profiles and soil core hole data plotted at correct station and elevation. The plot shall be at the same scale as the wall profile. Ground water elevations and the observation date shall be shown.
 - v) Uncontaminated, subsurface drainage details
 - d) Foundation Studies shall be obtained at approximately 100 foot intervals along retaining wall alignments over soft or questionable ground. The core holes shall extend a minimum of 15 feet below the footing elevation or deeper (as soil conditions warrant). In no instance should the spacing of core holes exceed 500 feet.
 - e) Determine Retaining Wall Quantities and Estimate. Prepare Summary of Quantities sheet.
 - f) Typical Retaining Wall cross sections.
 - g) General Guidelines for Retaining Walls. For projects where total estimated retaining wall quantity exceeds 30,000 square feet, preliminary retaining wall layouts shall be submitted no later than 6 months prior to the Austin Division PS&E submission deadline.
- 2) Illumination
 - a) Illumination Plan Layouts
 - i) Roadway layout noting pavement edges, shoulders, curbs, retaining walls, etc.
 - ii) Center line with station numbering.
 - iii) ROW lines.
 - iv) Symbol legend. Use department standard symbols for lighting and electrical.
 - v) Culverts and other structures that present a hazard to traffic.
 - vi) Location of underground utilities, if not shown on plan profile.
 - vii) Location of overhead electrical lines, both crossing and parallel to ROW.
 - viii) Existing sign lighting circuits and roadway illumination to remain or be removed.
 - ix) Existing service poles, electrical circuits, ground boxes, etc.
 - x) Contact electric utility for service pole locations, voltage characteristics.
 - xi) Location of proposed roadway illumination
 - xii) Proposed electrical circuits.
 - xiii) Tabulation of all quantities including proposed, existing to be relocated, existing to be removed. The layout sheet quantities and lighting summary shall be shown. Tabulations to include estimated quantity with a column for final quantities.
 - b) Prepare FAA forms and letters if required.
- 3) Determine if intersections at the frontage roads will require re-grading to meet ADA requirements across the accessible route.
- 4) Widen the intersections for right turn lanes and left turn lanes as identified by the TxDOT Traffic Engineer.
- 5) Develop Miscellaneous Roadway Details.

- 6) Develop Driveway Details & Summaries. Determine and design driveways required for reconstruction to meet ADA requirements.
- 7) Formulate and Prepare Traffic Control Plan, Detours and Sequence of Work Narrative. Develop Traffic Control Plan (TCP) for all phases of construction. A detailed TCP shall be developed when traffic handling during construction involves complications for which a feasible solution is not covered by the current Texas MUTCD, the current Barricade and Construction (BC) Standards or the current Traffic Control Plan Standards (TCP). For the purposes of this contract, the TCP will be developed according to the District's Guidelines for Traffic Handling. For the purposes of this contract, the traffic control plans (including temporary drainage, signing, striping and signalization) will be developed in conjunction with adjoining projects, and shall include Traffic Management System and Joint Bid Utility facilities. The Engineer shall interface and coordinate all phases of work, including the traffic control plans, with the State's consultant(s) preparing the PS&E of the proposed project immediately adjacent to this project.
 - a) Formulate overall Traffic Control concepts and construction sequence phases.
 - b) Develop Sequence of Work Narrative describing of all phases of the TCP that typically appears in the construction contract proposal. As such, the narrative is not required to appear on the individual TCP sheets.
 - c) Develop TCP Layouts and Details for all phases of construction. The following items are required on all TCP Layouts:
 - i) The sequence of construction and method of handling traffic during each phase.
 - ii) The existing and proposed traffic control devices that will be used to handle traffic during each construction sequence. Include temporary signals, regulatory signs, warning signs, construction warning signs, guide signs, route markers, construction pavement markings, channelizing devices, portable changeable message signs, flashing arrow boards, barricades, barriers, and temporary illumination.
 - iii) The proposed traffic control devices (stop signs, signals, flag person, etc.) at grade intersections during each construction sequence.
 - iv) Where detours are provided, typical and design cross sections shall be shown and/or provided.
 - v) Road construction work hours shall be directed by the State and specified for all phases of the TCP.
 - d) Develop TCP quantities and prepare Summary of Quantity sheets.
 - e) Develop CPM Construction Schedule utilizing Suretrack Software.
- 8) Prepare Title Sheet and Index sheets.
- 9) Calculate project quantities and prepare quantity summary sheets.
- 10) Prepare special specifications for non-standard items, if required, and a list of special provisions to be used. New specification book will be utilized on this project.
- 11) Prepare general notes applicable to the project.
- 12) Prepare list of TxDOT Standard Drawings to be included in the plans, provide mylar of each.
- 13) Prepare, if needed, a list of:
 - a) Right-of-Way (ROW) encroachments
 - b) ROW parcels
 - c) Utility conflicts and relocations
 - d) Surface Aggregate Selection Form
 - e) Engineering certifications
- 14) Assemble plans for project milestones. Three reproducible paper (11" x 17") copies of the plans shall be submitted to the TxDOT Contract Management Office at the 30%, 60%, 90% and 95% design completion stages.
- 15) The 95% design completion submittal shall include those items listed in the Pharr District Checklist.
- 16) Attend review meetings for project milestones and make necessary revisions to the plans.
- 17) Upon completion of the District review of the plans, the Engineer shall assemble and furnish signed original Mylar (11" x 17") drawings which shall include all applicable standards.
- 18) Assemble and furnish CADD files of all project files.
- 19) Coordinate with County staff, TxDOT, local municipal agencies, utility companies, and subconsultants.
- 20) Agreements - Prepare exhibits for Utility Agreements at 30%, 60%, and 90% project review milestones. This will consist of paper copies of Plan & Profile sheets, typical sections, cross sections, traffic signal and illumination foundation locations and the title sheet. Work does not include design of utility adjustments.
- 21) Prepare exhibits for railroad agreements.

BRIDGE DESIGN

- 1) Preparation of Structural Details
 - a) New Structures
 - b) Replacement Structures and Widening
 - c) Bridge Classification Culverts
 - i) New Bridge Class structures as required
 - ii) Modification/extension of existing structures as required
- 2) Preparation of Bridge Layouts (each bridge)
 - a) Bridge Layouts (PLAN)
 - i) Horizontal curve information or bearing of centerline.
 - ii) Including horizontal, vertical, and template information of all roadways or railroads crossed.
 - iii) Bearing of center line or reference line.
 - iv) Skew angle(s).
 - v) Slope for header banks and approach fills.
 - vi) Control stations at beginning and ending of bridge (with deck elevation), intersections, etc.
 - vii) Approach pavement and crown width.
 - viii) Bridge roadway width and curbs, face of rail, shoulders, or sidewalks.
 - ix) Bridge end treatments (cement stabilized backfill details, etc.)
 - x) Limits and type of riprap.
 - xi) Proposed features under structure.
 - xii) Location of profile grade line.
 - xiii) North arrow.
 - xiv) Typical bridge roadway section including preliminary proposed beam types and spacings.
 - xv) Cross slope and superelevation data.
 - xvi) Minimum horizontal clearances will be calculated and indicated (dimensioned) to controlling features, when applicable.
 - xvii) Location of soil core holes (station and offset), shown on layout.
 - xviii) Bent stations and bearings.
 - xix) Retaining wall locations.
 - xx) Traffic flow directional arrows.
 - xxi) Railing types shown (use single slope railing unless otherwise directed).
 - xxii) Joint types and seal size, if used.
 - xxiii) Beam line numbers consistent with span details.
 - xxiv) Critical horizontal clearances (location of railroad tracks, nearby structures and utilities).
 - xxv) Bearings of utilities.
 - xxvi) Overhead sign bridge locations, if applicable
 - b) Bridge Layouts (ELEVATION)
 - i) Type of foundation.
 - ii) Finished grade elevations at beginning and end of bridge,
 - iii) Overall length of structure.
 - iv) Length, type of spans and units.
 - v) Type of railing.
 - vi) Minimum calculated vertical clearance(s).
 - vii) Existing and proposed ground lines clearly marked.
 - viii) Grid elevations and stations.
 - ix) Bent numbers encircled.
 - x) Stationing of bridge compatible with grid stations.
 - xi) Standard title.
 - xii) Profile grade data.
 - xiii) Type of riprap.
 - xiv) Soil Core Hole information with penetrometer test data shall be shown on the bridge layout at correct station,

elevation and scale.

- xv) Dowel locations at all bents.
 - xvi) Column "H" heights.
 - xvii) Number, size and length of foundations.
 - xviii) Overhead sign bridge locations.
- c) Additional layout requirements for waterway structures and bridge classification culverts.
- i) Design and 100-year peak discharges.
 - ii) Design and 100-year high water (HW). (Recorded HW and date if available.)
 - iii) Natural and through-bridge velocities for design and 100-year floods.
 - iv) Calculated backwater for design and 100-year floods.
 - v) Direction of flow for waterway crossings.
 - vi) Contours for water crossing.
- 3) Bridge Classification Culvert, Estimate, Quantities, and Specifications (each bridge)
- 4) The minimum number of soil core holes shall be determined in accordance with Section 1-301 of the Bridges and Structures Foundation Exploration and Design Manual. Soil core holes shall be obtained at approximately 200 foot intervals along bridge alignments. Texas cone penetrometer (TCP) tests shall be conducted in all soil types encountered at a maximum of 10 foot intervals. If single column bents with single drilled shafts are planned, TCP values should be taken at closer intervals in the upper 15 feet.
- 5) Bridge Total Quantities, Cost Estimates, and Summary Sheets (each bridge)
- 6) Bridge Special Provisions and Specifications (each bridge)
- 7) Bearing seat elevations for each beam or girder. Top of cap elevations for non-beam type structures.
- 8) General Guidelines for Bridge Design - The Engineer shall prepare a bridge layout of each bridge structure for the District's review and approval. The bridge layout shall be in conformance with the Bridges and Structures, Operation and Planning Manual and the Bridges and Structures, Detailing Manual. Soil core hole data is not required for submission of the preliminary bridge layout. No bridge design work is to be performed until the State has given the Engineer written approval of the preliminary bridge layout. Several months may be required after the preliminary bridge layout is submitted for the District to obtain approval and/or permits from the following: TxDOT Design Division, FHWA, US Army Corps of Engineers, Texas Parks and Wildlife. Consequently, the Engineer's design contract schedule should reflect all bridge layouts being submitted at the earliest possible date, and generous review times should be associated with the submittals.
- 9) General Bridge Design Considerations
- a) Consider use of integral abutment in conjunction with cantilever drilled shaft wall.
 - b) Provide structural evaluation for the possibility of using existing bridge drilled shafts and/or columns if the bridge is replaced.
 - c) Provide recommendations for the possibility of using pre-cast caps or columns.

CONSTRUCTION PHASE SERVICES

- 1) Review and approve shop drawings
- 2) Review and approve form details
- 3) Respond to request for information (RFI)
- 4) Provide engineer services for development of field changes
- 5) Provide technical support for answering general questions and clarification of information on plans
- 6) Attend pre-construction meeting
- 7) Other project related task to support construction activities.

EXHIBIT “C”
WORK SCHEDULE

EXHIBIT "C"
Work Schedule

A detailed work schedule for each **Work Authorization**, identified and more particularly described in Article 7 of this Agreement, shall be prepared by the **Engineer** to be submitted and approved by the Owner in writing for each **Work Authorization**. The work schedule will provide specific work sequence and definite review times by the **Owner** and the **Engineer** of the work performed.

The **Engineer** will diligently pursue the completion of each **Work Authorization** as defined by the milestones and deliverable due dates outlined in each **Work Authorization**'s associated work schedule.

The **Engineer** will inform the **Owner** (in reasonable advance of the delay) should the **Engineer** encounter delays that would prevent the performance of all work in accordance with the established work schedule.

EXHIBIT "D"
FEE SCHEDULE

EXHIBIT D
Lump Sum Payment Basis

DIRECT LABOR

Labor/Staff Classification	* TxDOT BASE RATE FY08	* TxDOT CONTRACT RATE FY09	* TxDOT CONTRACT RATE FY10
Sr. Project Manager	\$57.19	\$183.19	\$190.52
Project Manager	\$55.30	\$177.14	\$184.23
Sr. Engineer	\$48.22	\$154.46	\$160.64
Project Engineer	\$42.94	\$137.55	\$143.05
Design Engineer	\$32.27	\$103.37	\$107.50
Sr. Engineer Tech	\$36.81	\$117.91	\$122.63
Engineering Techr	\$32.27	\$103.37	\$107.50
CADD Operator	\$24.81	\$79.47	\$82.65
Admin/Clerical	\$18.43	\$59.03	\$61.39

Overhead Rate: 175.00%

Profit: 12.00%

Annual Escalation of 4%

* Contract rate include labor, overhead and profit. All rates are negotiated rates and are not subject to change or adjustment during FY 08 to FY 10.

DIRECT EXPENSES

DESCRIPTON	UNIT	COST
Mileage	MILE	\$ Current GSA Travel Rate/Mi.
Car Rental	DAY	\$ 100.00
Lodging (in state)	Day/Person	\$ 85.00
Meals	DAY/PERSON	\$ 36.00
Air Travel	ROUND TRIP/PERSON	\$ Coach Rate
Overnight Carrier (11"x 17"Box)	EA	\$40.00
GPS Equipment	HR	\$50.00
Copies (8 ½ x 11)	EA	\$0.10
Color Copies (8 ½ x 11)	EA	\$0.50
Copies (11 x 17)	EA	\$1.20
Color Copies (11 x 17)	EA	\$2.00/ea
Mylar (11 x 17) Plots	EA	\$2.00
Color Mylar (11 x 17) Plots	EA	\$4.25
Bond Plots	SF	\$1.00
Color Bond Plots	SF	\$2.50
Mylar Plots	SF	\$2.50
Color Mylar Plots	SF	\$5.00
Photo Quality Color Plots	SF	\$6.00

Profit not allowed on direct expenses. No documentation required for lump sum amounts. Invoicing by percent complete includes combination of direct labor and direct expenses.

EXHIBIT “E”
WORK AUTHORIZATION

EXHIBIT "E"
HIDALGO COUNTY
Professional Engineering Services
Agreement # _____
Work Authorization Form

WORK AUTHORIZATION NO. _____

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 7 of the **Agreement** made by and between the **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and **TEDSI Infrastructure Group, Inc.**, professional engineers of **Mission, Texas**, hereinafter called the "**Engineer**".

PART 1. Scope of Work. The purpose of this Work Authorization is to provide services for Mile 2W from Mile 12 North to 0.44 north of US-83 as indicated below:

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 Lump Sum cost for services under this Work Authorization is \$ _____. This amount is based upon the costs outlined in the **Estimated Cost Proposal** attached hereto as **ATTACHMENT "D"**.

PART 3. Payment. Compensation and payment to the **Engineer** for the services established under this Work Authorization shall be made in accordance with Articles 5, 6, and 7 of the **Agreement**.

PART 4. Funding. This Work Authorization No. 1 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 Work Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. Acceptance and Acknowledgement.
Acknowledgement and confirmation by Hidalgo County Precinct No. 1.
Commissioner Sylvia Handy as to content and detail of this Work Authorization No. # 1.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 1:

BY: _____

PART 8. Acceptance and Approval

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of _____ day of _____, 2008.

THE ENGINEER:
TEDSI INFRASTRUCTURE GROUP, INC.

THE OWNER:
HIDALGO COUNTY

By: Jesse Salinas, Chief Executive Officer

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" - Estimated Cost Proposal

EXHIBIT “F”
SUPPLEMENTAL AGREEMENT

EXHIBIT "F"
Professional Engineering Services
Agreement # _____
Supplemental Agreement Form

WORK AUTHORIZATION NO. ____
SUPPLEMENTAL AGREEMENT NO. ____

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 **TEDSI INFRASTRUCTURE GROUP, INC.**, professional engineers of Mission, Texas, hereinafter called the "**Engineer**".

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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 Lump Sum cost for services under this Supplemental Agreement is \$ _____. This amount is based upon the costs outlined in the **Estimated Cost Proposal** attached hereto as **ATTACHMENT "D"**.

PART 3. Payment. Compensation and payment to the **Engineer** for the services established under this Work Authorization shall be made in accordance with Articles 5, 6, and 7 of the **Agreement**.

PART 4. Funding. This Work Authorization No. 1 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 Work Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. Acceptance and Acknowledgement.

Acknowledgement and confirmation by Hidalgo County Precinct No. 1.
Commissioner Sylvia Handy as to content and detail of this Work Authorization No. # 1.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 1:

BY: _____

PART 8. Acceptance and Approval

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of _____ day of _____, 2008.

THE ENGINEER:
TEDSI INFRASTRUCTURE GROUP, INC.

THE OWNER:
HIDALGO COUNTY

By: Jesse Salinas, Chief Executive Officer

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" - Estimated Cost Proposal

EXHIBIT “G”
CERTIFICATE OF INSURANCE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/11/2008

PRODUCER 713-463-4550 FAX 713-463-4590
Bell Insurance Group
4544 Post Oak Place, Suite 320
Houston, TX 77027
Sherry Henderson

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED TEDSI Infrastructure Group, Inc.
10260 Westheimer
Suite 460
Houston, TX 77042

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: American Cas. Co. of Reading PA	20427
INSURER B: National Fire Insurance	20478
INSURER C: Continental Casualty Company	20443
INSURER D: Transportation Insurance Company	20494
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab.	1075066054	09/11/2008	09/11/2009	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000				
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	2097261054	09/11/2008	09/11/2009	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
C	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	2090503299	09/11/2008	09/11/2009	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC268980107
C	OTHER Professional Liability	AEH113771047	09/11/2008	09/11/2009	Each claim \$2,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
County of Hidalgo is named as additional insured with respects to general liability and automobile policies, but only the specific risk and liabilities assumed under written contract with the named insured and subject to policy conditions. A blanket Additional Insured endorsement is attached to the automobile liability and general liability policies (SB-146968-A).

CERTIFICATE HOLDER

County of Hidalgo
Attn: Ms. Martha L. Salazar
100 E. Cano
5th Floor Adm. Bldg.
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Byron Johnson/SHERRY





Texas Department of Transportation

PO BOX 1717 • PHARR TEXAS 78577-1717 • (956) 702-6100

September 03, 2008

PROJECT: Mile 2 and Mile 6 West
COUNTY: HIDALGO
DISTRICT: PHARR

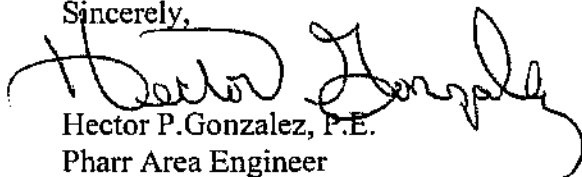
Hidalgo County Department of Budget & Management-Budget Division
100 E. Cano, 2nd Floor, Administrative Building
Edinburg, TX 78539
ATTN: Mr. Sergio Cruz

Dear Mr. Cruz:

We have reviewed the engineering selection process for the aforementioned project and concur with your process and selection. It is our understanding the process has been qualification-based and has been advertised in accordance with the Federal requirements. We have confirmed this process complies with Federal requirements cited in 23 CFR Part 172, Texas Government Code 2254, sub-chapter A, and was granted an exemption to the Texas Local Government Code, Section 262.024 (A)(4) "a ... professional service;" by a Hidalgo County Commissioners Court order.

If you have any questions or if we may be of any assistance, please call Juan P. Terrazas at 702-6298.

Sincerely,



Hector P. Gonzalez, P.E.
Pharr Area Engineer

CC: Evan Roberts, P.E. – TxDOT
J.P. Terrazas, E.I.T. – TxDOT

THE TEXAS PLAN
REDUCE CONGESTION • ENHANCE SAFETY • EXPAND ECONOMIC OPPORTUNITY • IMPROVE AIR QUALITY
INCREASE THE VALUE OF OUR TRANSPORTATION ASSETS

An Equal Opportunity Employer

At this time Commissioner Garza returns.

B. Pct. 1

- 1. A. Requesting approval of a "Professional Engineering Services Contract" with TEDSI Infrastructure Group for "Mile 2 West Road (from Mile 12 North and 0.44 Miles North of US-83)" for Hidalgo County Pct. 1;**

On motion of Commissioner Handy, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval subject to supplemental agreement being approve.

At this time Commissioner Flores steps out.

B. Presentation for consideration, discussion, and approval of Work Authorization #1 in the amount of \$604,859.71 with TEDSI Infrastructure Group to provide engineering services to Hidalgo County Precinct No. 1 in connection with Contract No. C-08-226-09-23 for "Mile 2 West Road (from Mile 12 North and 0.44 Miles North of US-83)"

On motion of Commissioner Handy, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval subject to the supplemental agreement and a notice Proceed.

- 2. A. Requesting approval of a professional engineering services contract with LEO L. RODRIGUEZ, JR. d/b/a RODRIGUEZ ENGINEERING for "Design Construction of Barrera Street" for Hidalgo County Pct. 1. (ss selected after evaluation of S.O.Q. s from the POOL OF ENGINEERS and previously approved by C.C. on 08/12/08 for negotiation of the contract with LEO L. RODRIGUEZ, JR. d/b/a RODRIGUEZ ENGINEERING and approved by legal counsel to proceed with final execution of contract).**

On motion of Commissioner Handy, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

B. Requesting approval of a professional engineering services contract with LEO L. RODRIGUEZ, JR. d/b/a RODRIGUEZ ENGINEERING for "Design Construction and Paving Improvements of Mile 16 from Mile 4 to FM 1015" for Hidalgo County Pct. 1. (As selected after evaluation of S.O.Q. s from the POOL OF ENGINEERS and previously approved by C.C. on 09/16/08 for negotiation of the contract with LEO L. RODRIGUEZ, JR. d/b/a RODRIGUEZ ENGINEERING and approved by legal counsel to proceed with final execution of contract).

On motion of Commissioner Handy, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

At this time Commissioner Garza steps out.

- 3. A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A)(4) a professional service for engineering services for Hidalgo County Precinct No 1;**

On motion of Commissioner Handy, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

AI-13868

21.B.2.

Pct 1-Professional Engineering Agreements-TEDSI-Mile 6 W Project w/WA#1 & CORRECTED-Contract#C-08-226-09-30 for the Mile 2 W Proj CC REGULAR

Date: 02/09/2009
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Purchasing only: Prct. 1

Information

CAPTION

A. Requesting approval of a "Professional Engineering Services Contract" (approved as form by legal counsel) with TEDSI Infrastructure Group, Inc. for "Mile 6 West Road Improvements (between SH 107 and Mile 9 N)" for Hidalgo County Pct. 1;

B. Presentation for consideration, discussion, and approval of Work Authorization #1 in the amount of \$1,817,940.03 with TEDSI Infrastructure Group, Inc. to provide engineering services to Hidalgo County Precinct No. 1 in connection with Contract No. C-08-227-02-09 for "Mile 6 West Road Improvements (between SH 107 and Mile 9 North)";

C. Presentation for discussion and approval of a CORRECTION to Contract No. C-08-226-09-30 with TEDSI Infrastructure Group, Inc. for the "Mile 2 West Road Improvement (between Mile 12 N and Mile 7 1/2 N project approved by CC on 09/30/08) on page 2 of 20, Article 3 Period of Service, Section 3.3(5)-Termination of Agreement deleting the word "with" and replacing with the word "without" and thus complying with the legal notices on the original (Request for Qualifications packet for the Pool of Engineers);

BACKGROUND

Contract No. C-08-227-02-09-TEDSI-Mile 6 W Project-Pct 1 (approved by legal counsel)
 Work Authorization No. 1-TEDSI-Mile 6 W Project
 Corrected-Contract No. C-08-226-09-30-TEDSI-Mile 2 W Project-Pct 1

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1315-431-00-121-039-0-731/711
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

Attachments

Link: [Professional Engineering Agreements-TEDSI-Mile 6 W Project](#)
 Link: [Mile 6 W Project w/WA#1](#)
 Link: [CORRECTED-Contract#C-08-226-09-30](#)

Form Routing/Status

Route	Seq	Inbox	Approved By	Date	Status
1		Purchasing Department	Marty Salazar	02/05/2009 05:26 PM	APRV

INVOICE

Mr. Joseph Palacios
Hidalgo County Precinct No. 1
1902 Joe Stephens Ave.
Weslaco, Texas 78596

Invoice Date: March 31, 2009
TEDSI Invoice No.: 299242
TEDSI Project No.: 2008-1020-01
Invoice Period: March 1, 2009 thru March 31, 2009

MILE 2 WEST
Phase II

Contract No. C-08-226-09-30
Work Authorization No. 1
PO#: 613184

Contract Amount	Contract Amount Remaining
\$604,859.71	\$162,385.68

Task	Fee	% Complete		Amount	
		This Period	To Date	This Period	To Date
Plans, Specs & Est. (PS&E)	\$374,689.71	2.7599%	58%	\$10,341.09	\$217,320.03
Right-of-Way (ROW)	\$96,250.00	0%	100%	\$0.00	\$96,250.00
Design Field Survey (DFS)	\$100,320.00	41.5060%	95%	\$41,638.82	\$95,304.00
Surveying (SUR)	\$33,600.00	0%	100%	\$0.00	\$33,600.00
Subtotal	\$604,859.71			\$51,979.91	\$442,474.03

TOTAL FEE EARNED:	\$	442,474.03
LESS PREVIOUSLY INVOICED:	\$	390,494.12
TOTAL AMOUNT DUE THIS INVOICE:	\$	51,979.91

INVOICE RECEIVED BY:

on
GOODS/SERVICES RECEIVED BY:

[Signature] on 5/12/09

RECEIVED

MAY 01 2009

PRECINCT 1

COMMISSIONER SYLVIA S. HANDY

[Signature]
Eric Dietrich, P. E.
Project Manager

AI-15472

10.G.

MHWSC-South Tower Park Project

CC CONSENT

Date: 05/19/2009
Submitted By: Yolanda Cisneros, COMM. PCT. #2
Submitted For: Yolanda Cisneros
Department: COMM. PCT. #2
Agenda Category: Purchasing Department

Information

CAPTION

Precinct #2

Presentation for discussion, consideration, acceptance and approval of payment for Military Highway Water Supply Corporation invoice dated 05/13/2009 in the amount of \$2,194.74.

BACKGROUND

Invoice covers Membership Fees (one time fee for 2 meters), 2" Meter Installation, Read Registers and Meter Drop in for The South Tower Park Project.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1212-452-00-122-008-0-739
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

PO#622387 - amount available is \$2,194.74 for Military Water Supply Corp.

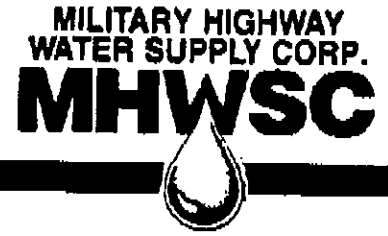
Note: Original invoice submitted to Auditors' Office.

Attachments

Link: [MHWSC Invoice](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/13/2009 04:07 PM	APRV
2	Roland Garcia	Rolando Garcia	05/13/2009 04:58 PM	APRV
3	Auditor's Office		05/15/2009 05:53 PM	NEW
Form Started By: Yolanda Cisneros			Started On: 05/13/2009 02:09 PM	
Final Approval Date: 05/15/2009				



INVOICE

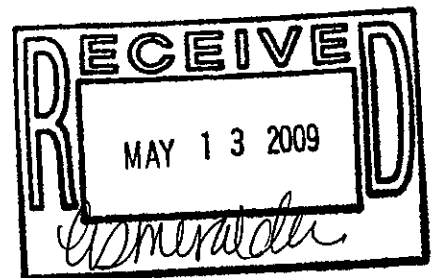
TO: Hidalgo County Precinct # 2
South Tower Park Project

DATE: May 13, 2009

ITEM	QUANTITY	PRICE	TOTAL
Membership Fees	2	50.00	100.00
2" Meter Installation	2	890.37	1780.74
Meter Drop In	2	58.50	117.00
Radio Read Registers	2	98.50	197.00
Total Amount			\$2,194.74

TOTAL AMOUNT : \$2194.74

Inquires call 956-565-2491. Hours: Mon-Fri. 8:30 a.m.- 5:00 p.m.



MILITARY HIGHWAY WATER SUPPLY CORP.
MHWSC

P.O. Box 250 (956) 565-2491
 Progreso, TX 78579 Fax (956) 565-9471



To: _____ **Date:** 05-13-09

Attention: _____ **Pages Sent:** 1 + Cover

Fax #: ⁹⁵⁶ - 787-4683 **Phone #:** _____

From: MHWSC (Paul)

Message: _____

If this fax does not transmit clearly, please contact us as soon possible.

May 07 2009 13:35 Military Hwy Water Supply 1-956-565-9471 P.2
 STIMACOR
 Contract Type Fixed Price Contact Carlos Contreras
 Bid Amount \$0.00 Location

Phs	Stp	Det	Description	Quantity	Estimated Amount
1			Membership Fee		
	001		MEMBERSHIP FEES	2 Each	\$100.00
2			2" Water Service		
	001		2" METER INSTALLATION	2 Each	\$1,780.74
	002		METER INSTALLATION TAPPING FEE	2 EACH	\$0.00
	003		METER DROP-IN CONTINGENCY FEE	2 LOT	\$117.00
	004		Radio Read Register	2 Each	\$197.00

Total: \$2,194.74

Contract Bid: \$0.00

**Buldings and Grounds - Air Quality Testing Services
CC CONSENT**

Date: 05/19/2009
Submitted By: Moises Salazar, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

1. Presentation for discussion, consideration and approval to utilize the following cooperative purchasing vendor, for purchases on an "As needed basis" through our membership/participation with the Texas Procurement and Support Services (TPASS) awarded pricing including, but not limited to, Precincts, Departments, Programs, Agencies, Etc. through all funding sources:

Vendor:	Contract Description	Contract #
Separation Systems Consultants, Inc.	Environmental Services	TX-MAS-7-899030

with term of authority to purchase from contracts detailed herein commencing upon approval and expiring December 31, 2009.

2. Ratification of PO#622516 (issued due to the urgenet and necessary nature of situation) in the amount of \$3,580.20 to Separation Systems Consultants, Inc. (TX-MAS-7-899030) for the provision of Indoor Air Quality Services at the McAllen Tax Office on Hackberry.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-419-40-220-001-0-431
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

PO# 622516 has \$3,580.20 available and the account has \$133,142.68 available as of 5/14/09.

Attachments

- Link: [PO 622516](#)
- Link: [SSCI TX-MAS CONTRACT](#)
- Link: [SSCI PROPOSAL](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	05/14/2009 12:32 PM	APRV

2	Budget & Management	Ivan Cantu	05/14/2009 01:03 PM	APRV
3	Dale Kennan	Dale Kennan	05/14/2009 02:48 PM	APRV
4	Auditor's Office		05/15/2009 05:53 PM	PEND

Form Started By: Moises Salazar

Started On: 05/13/2009 11:28 AM

Final Approval Date: 05/15/2009



Purchase Order

COUNTY OF HIDALGO

PO#: 622516

DATE: 05/13/09

Page No 1 Of 2
 Needed 05-11-09

VENDOR: 370053 REQ:00154742
 FAX (281)486-7415 Email:
 Phone:(281)486-1943
 SEPARATION SYSTEMS CONSULTANTS, INC.
 17041 EL CAMINO REAL, SUITE 200
 HOUSTON TX 77058

BUYER:
 SHIP TO: BUILDINGS & GROUNDS
 100 E. CANO, 2ND FL
 EDINBURG TX 78539

Vendor Acct:

CONTACT:
 SITE: GENERAL GOVERNMENT BUILDINGS

Special Instructions:

Contract No:

REQ 569

VENDOR NOTES

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

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		TXMAS 7-899030 (NIGP 926-15)		
2	HRS	Project Manager (Emergency Proposal to provide Indoor Air Quality Testing at the Mcallen Tax Office due to Several Complaints by Employees) (TXMAS 7-899030)	92.00	184.00
12	HRS	Environmental Scientist (TXMAS 7-899030)	72.00	864.00
1	EACH	Air Fare (Trip) (OFF SCHEDULE ITEM)	250.00	250.00
1	EACH	Car Rental (Trip) (OFF SCHEDULE ITEM)	75.00	75.00
1	DAY	Sampling Equipment (OFF SCHEDULE ITEM)	300.00	300.00
1	HRS	Project Manager (Preparation of Assessment Report) (TXMAS 7-899030)	92.00	92.00
4	HRS	Environmental Scientist (TXMAS 7-899030)	72.00	288.00
2	HRS	Word Processor (TXMAS 7-899030)	46.40	92.80
1	EACH	Copying (OFF SCHEDULE ITEM)	15.00	15.00
1	EACH	Shipping (OFF SCHEDULE ITEM)	25.00	25.00
1	HRS	Project Manager (Preparation of Mold Remediation Protocol) (TXMAS 7-899030)	92.00	92.00
3	HRS	Environmental Scientist (XMAS 7-899030)	72.00	216.00
1	HRS	Word Processor (TXMAS 7-899030)	46.40	46.40
1	EACH	Copying (OFF SCHEDULE ITEM)	15.00	15.00
1	EACH	Shipping (OFF SCHEDULE ITEM)	25.00	25.00
1	EACH	Laboratory Analysis for Asbestos and Mold (OFF SCHEDULE ITEM)	1,000.00	1,000.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized by: _____

Martha L. Salazar



Purchase Order

COUNTY OF HIDALGO

PO#: 622516

DATE: 05/13/09

Page No 2 Of 2
 Needed 05-11-09

VENDOR: 370053 REQ:00154742
 FAX (281)486-7415 Email:
 Phone: (281)486-1943
 SEPARATION SYSTEMS CONSULTANTS, INC.
 17041 EL CAMINO REAL, SUITE 200
 HOUSTON TX 77058

BUYER:
 SHIP TO: BUILDINGS & GROUNDS
 100 E. CANO, 2ND FL
 EDINBURG TX 78539

Vendor Acct:

CONTACT:
 SITE: GENERAL GOVERNMENT BUILDINGS
 Contract No:

Special Instructions:

REQ 569

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
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5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		Total		3,580.20
		***** For Hidalgo County use only 9-1100-419-40-220-001-0-431	3,580.20	
		Approved -----		

Authorized by: _____

Martha L. Salazar

STANDARD PURCHASE ORDER TERMS AND CONDITIONS
PURCHASING DEPARTMENT
COUNTY OF HIDALGO, TEXAS

1. **Terms and acceptance.** This order becomes a contract (1) when a signed acknowledgment of the order is received by Buyer, or (2) when shipment according to schedule of all or any portion of the goods covered by this order shall be made, or (3) when Buyer gives Seller written approval of the price and delivery schedule of the goods as stated by Seller if Seller's written acknowledgment of this order contains either: (a) a different price or delivery schedule or a different type of item, or (b) no price or no delivery schedule for the item or items to which Buyer's approval applies. Except as provided in the preceding sentence, it is a condition of this order that any provisions printed or otherwise contained in any acknowledgment hereof, inconsistent with or in addition to the terms and conditions herein stated, and any alteration in this purchase order, shall have no force or effect, and that Seller by such acknowledgment thereby agrees that any such provisions therein or any such alterations in this order shall not constitute any part of this contract of purchase and sale. Except where this order is made pursuant to a competitive bid awarded under the County Purchasing Act, this contract contains the entire agreement of the parties, and failure of either party to enforce any of its rights hereunder shall not constitute a waiver of such rights or of any other rights hereunder; where this order is made pursuant to a competitive bid awarded under the County Purchasing Act, the specifications, bid, and this contract contain the entire agreement of the parties, and failure of either party to enforce any of its rights hereunder shall not constitute a waiver of such rights or of any other rights hereunder, and the specifications and bid are incorporated herein by reference to the same extent as if fully set forth herein.
2. **Inspection warranty.** Goods delivered (whether paid for or not) are subject to inspection, testing, and approval by Buyer before acceptance. Seller expressly warrants that all articles, materials, and work will conform to the applicable drawings, specifications, samples, or other descriptions given in all respects, and that the goods delivered hereunder will be of good quality, material, and workmanship, merchantable and free from defects. This warranty shall survive any inspection, delivery, acceptance, or payment by Buyer of the goods or services.
3. **Nonconforming goods.** All goods not fully up to standard and not in compliance with the specifications hereof, or shipped contrary to instructions, or in excess of the quantities herein provided, or substituted for goods described, or not shipped in containers conforming to Buyer's specifications (or, in the absence of such specifications, in recognized standard containers), or allegedly violating any statute, ordinance, or administrative order, rule, or regulation, may be rejected by Buyer and returned or held at Seller's expense and risk. Buyer may charge to Seller all expense of inspecting, unpacking, examining, repacking, storing, and reshipping any goods rejected as aforesaid. The remedies hereinabove afforded to Buyer shall not be exclusive, but Buyer may hold Seller liable for any and all damages arising from any breach or default hereinabove set forth.
4. **Product warranty.** Seller shall not limit or exclude any implied or expressed warranties and any attempt to do so shall render this contract void ab initio at the option of the Buyer. Seller warrants that the goods furnished will conform to the specifications, drawings, and descriptions listed in the bid invitation, or request for quotes, and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.
5. **Safety warranty.** Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970 (OSHA). In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, the correction made by Buyer will be at Seller's expense.
6. **Price warranty.** The price to be paid by Buyer shall be that contained in Seller's bid or quote, and is not subject to increase. No additional amounts shall be chargeable to Buyer because of taxes or excises in accordance with State law regarding sales taxes and excise taxes or any other tax, presently or hereafter levied on Seller. If Seller's quoted prices for the goods covered by this order are reduced (whether in the form of a price reduction, close-out, rebate, allowances, or additional discounts offered to anyone) at time of any shipment, Seller agrees that the price to Buyer for such goods will be reduced accordingly; and that Buyer will be billed at such reduced prices. If price includes taxes or excises, and if such taxes or excises or any part thereof are hereafter refunded to Seller, Seller shall immediately pay Buyer the amount of such refund. Seller warrants that the prices herein are not higher than prices being charged to other organizations and public entities purchasing identical goods in smaller quantities at this particular time and do not discriminate against purchaser. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, kickback, bribe, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach or violation of this warranty, the Buyer shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, kickback, bribe, percentage, brokerage or contingent fee.
7. **Invoices and Payments.** A new Seller must provide a completed Bidder/Vendor Application and completed W-9 with initial invoice or delivery ticket. These forms are required by the Hidalgo County Auditor's Office to set up new vendors prior to the issuance of the initial purchase order.
 - a. **Invoicing:** Seller shall submit a separate invoice for each purchase order filled. Seller must indicate the purchase order, and the supply agreement number, if applicable. Invoices shall be itemized and transportation charge(s), if any, shall be listed separately on the invoice(s). No federal excise, state or city sales tax should be included. A copy of Hidalgo County's exemption certificate will be provided upon request; original invoice(s), delivery ticket(s), bill(s) of lading, freight bill(s), and other proof of delivery must be sent or provided to the user department(s) for verification and approval. Seller shall keep the Purchasing Department and the user department(s) informed of any changes in address(es) and business status.
 - b. **Payment:** Payment is contingent upon the statutory auditing and approval of invoices and claims by the Office of the County Auditor, and also approval by the Commissioners' Court at a regular scheduled public meeting. Seller must notify the County Auditor's Office of any changes in address(es) and business status.
8. **Gratuities:** The Buyer may, by written notice to Seller, cancel this contract without liability to Seller, if it is determined by Buyer that gratuities, kickbacks or bribes, in the form of entertainment, gifts, or otherwise, were offered or given by Seller, or any agent or representative of Seller, to any officer or employee of the County of Hidalgo with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event this contract is canceled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.
9. **Special tools and test equipment.** If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of Buyer and to the extent feasible shall be identified by Seller as such.
10. **Delivery time of essence.** Buyer's schedules are based upon the agreement that the goods will be delivered to Buyer by the dates specified on the face of the purchase order. Time is therefore of the essence and if goods are not delivered within the time specified hereon, Buyer may reject such goods and cancel order. The acceptance of later or defective deliveries shall not be deemed a waiver by Buyer of its right to cancel this order, or to refuse to accept further deliveries.
11. **Seller to package goods.** Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows: (a) Seller's name and address; (b) consignee's name, address and purchase order or purchase release number and the supply agreement number, if applicable; (c) container number and total number of containers (e.g., box 1 of 4 boxes); and (d) the number of the container bearing the packing slip. Seller shall bear the cost of packaging unless otherwise provided. Goods shall be suitably packed to carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing list.
12. **Shipment under reservation prohibited.** Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.
13. **Title and risk of loss.** The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.
14. **Delivery terms and transportation charges.** F.O.B. Destination Freight Prepaid unless delivery terms are specified otherwise in bid or quote. Buyer agrees to pay the actual costs, if the quoted delivery terms do not include transportation costs, provided Buyer shall have the right to designate what method of transportation shall be used to ship the goods.
15. **Place of delivery.** The place of delivery shall be that set forth in the block on the purchase order or purchase release entitled "Receiving Agency." Any change thereto shall be effected by modification as provided for in paragraph 22, "Modification", hereof. The terms of this agreement are "no arrival, no sale."
16. **Warranty against infringement.** Seller warrants that the sale or use of goods of Seller's design or Seller's patents covered by this order either alone, or in combination with other materials, will not infringe or contribute to the infringement of any patents or trademarks or copyrights either in the U.S.A. or foreign countries, and Seller shall defend every suit which shall be brought against Buyer or any party selling or using Buyer's products for any alleged infringements of any patents, trademarks or copyrights, by reason of the sale or use of said materials either alone, or in combination with other materials and to pay all expenses and fees of counsel which shall be incurred in and about defending every such suit and all costs, damages, and profits recoverable in every such suit.
17. **Compliance with law.** The performance of any work pursuant to this order is and shall be subject in all respects to and in compliance with all laws, rules, regulations, and ordinances, proclamations, demands, directives, executive orders, or other requirements of the municipal, state, and federal governments and all subdivisions thereof which now govern or may hereafter govern the manufacture, sale, or delivery of the parts, supplies, and goods, contemplated by this order, including, but not limited to the provisions of the Fair Labor Standards Act of 1938, the Walsh Healy Act, the Federal Food, Drug, and Cosmetics Act, and any other applicable laws.
18. **Indemnification by Seller.** Seller will indemnify, hold harmless, and defend Buyer from all liability for loss, damage, or injury to person or property in any manner arising out of or incident to the performance of the contract.
19. **Taxes.** Seller accepts liability for payment of all payroll and Social Security taxes and all other federal, state, or local taxes now or hereinafter imposed by any governmental authority.
20. **Conflicting terms.** If terms on this order do not appear on or agree with Seller's invoice as rendered, Seller agrees that Buyer may change invoice to conform to this order and make payment accordingly.
21. **Delegation, assignment.** Seller shall not delegate or assign any duties or claims under this order without Buyer's prior written consent. Any such delegation or assignment attempted without Buyer's previous written consent shall effect, at Buyer's option, a cancellation of all of Buyer's obligation hereunder. All claims for moneys due or to become due from Buyer shall be subject to deduction by Buyer, for any setoff or counterclaim arising out of this or any other of Buyer's orders with Seller, whether such setoff or counterclaim arose before or after any such assignment by Seller.
22. **Modification.** Buyer shall have the right to make, from time to time, and without notice to any sureties or assignees, changes as to packing, testing, destination, specifications, designs, and delivery schedule. Seller shall immediately notify Buyer of any increases or decreases in costs caused by such changes and an equitable adjustment of prices or other terms hereof shall be agreed upon in a written amendment to this order.
23. **Cancellation.** Buyer reserves the right at any time and from time to time without cause, to cancel all or any part of the undelivered portion of this order by notice to Seller. In the event of such cancellation, Buyer shall not be liable to Seller for loss of anticipatory profits. The provisions of this paragraph shall not limit or affect Buyer's right to terminate this purchase order for default of Seller.
24. **Waiver of liens.** Seller hereby waives and relinquishes all liens and claims statutory or otherwise which Seller now has or may hereafter have as a result of labor done and materials furnished by Seller or Buyer in performance of the within order.
25. **Default.** Upon the happening of any one or more of the following events, Buyer shall forthwith have the unrestricted right to cancel and terminate the within contract without cost or liability to the Buyer: (1) Seller's insolvency or inability to meet obligations as they become due; (2) filing of voluntary or involuntary petition of bankruptcy by or against Seller; (3) institution of legal proceedings against Seller by creditors or stockholders; (4) appointment of a receiver for Seller by any court of competent jurisdiction. The acceptance of goods or performance after the occurrence of any of the events above enumerated shall not affect the right of the Buyer to cancel its additional obligations.
26. **Interpretation - Parol Evidence.** This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code (UCC) is used in this agreement, the definition contained in the UCC is to control.
27. **Applicable law.** This order shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this order.
28. **Advertising.** Seller shall not advertise or publish, without Buyer's prior consent, the fact that Buyer has entered into this order, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.
29. **Right to assurance.** Whenever one party to this contract in good faith has reason to question the other party's intent to perform, it may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.
30. **Venue.** Both parties agree that venue for any litigation arising from this contract shall lie in Hidalgo County, Texas.
31. **Prohibition against personal interest in contracts.** No elected official, officer or employee of the County of Hidalgo shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies or services, except on behalf of the County as an officer or employee. Any willful violation of this paragraph shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to removal from his office or position. Any violation of this paragraph, with the knowledge, express or implied, of the person or corporation contracting with the County shall render the contract voidable by the County Commissioners' Court. Any request for exceptions to this shall be accompanied by a letter from the District Attorney indicating that there will not be a violation of local, state and federal law.
32. **Miscellaneous**
 - a. The seller shall cooperate with any internal audit or any independent audit and provide documentation and/or confirmation of any transaction between the County of Hidalgo and the Seller.
 - b. If components of a single unit are itemized, the invoice must include a statement sufficient to indicate that the components comprise a single unit.
 - c. If the Seller receives a request to describe items in an invoice which is inconsistent with the correct description, the Seller should request that a written request be made. It shall be the Seller's responsibility to notify the County Auditor of such request and provide all related information.
 - d. The Seller shall not use the County's purchasing account to sell personal items to employees of the County. The Seller shall notify the County Auditor of such requests and provide all related information.
 - e. Invoices submitted to the County must indicate whether there are multiple pages and the pages must be numbered.



SEPARATION SYSTEMS CONSULTANTS, INC.
Contract TXMAS-7-899030

ENVIRONMENTAL SERVICES

<p>Corporate Office: SEPARATION SYSTEMS CONSULTANTS, INC. 17041 EL CAMINO REAL, SUITE 200 HOUSTON, TX 77058 USA</p> <p>Send PO to: SEPARATION SYSTEMS CONSULTANTS, INC. 17041 EL CAMINO REAL, SUITE 200 HOUSTON, TX 77058 USA</p> <p>Vendor ID: 17601922069</p> <p>Invoice From: SEPARATION SYSTEMS CONSULTANTS, INC. 17041 EL CAMINO REAL, SUITE 200 HOUSTON, TX 77058 USA</p> <p>Vendor ID: 17601922069</p>	<p>Delivery: SPECIFIED ON THE TASK ORDER</p> <p>FOB Point: DESTINATION</p> <p>Terms: NET 30 DAYS</p> <p>Remit To: SEPARATION SYSTEMS CONSULTANTS, INC. 17041 EL CAMINO REAL, SUITE 200 HOUSTON, TX 77058 USA</p> <p>Vendor ID: 17601922069</p> <p>Business Type: Small Woman Owned</p> <p>DUNS #: 175660455</p> <p>Effective: 6/27/2007</p> <p>Expires: 2/20/2011</p>
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CONTACT: DOUGLAS W. JACKSON, C.E.P., R.B.P.

Phone 281-486-1943
djackson@sscienvironmental.com

Effective Date: This Texas Multiple Award Schedule (TXMAS) contract is effective beginning 6/3/2005 through 9/26/2009 and is automatically renewed on the date that the General Services Administration (GSA) exercises the renewal option. All State of Texas terms and conditions will continue and apply to all renewal periods by mutual agreement. The contractor has certified that the prices reflected in the contractor's catalog are the same as the prices contained in the most current modification to GSA Contract No. GS-10F-0158S.

Placement of Orders: Purchasing entities must use both the instructions on the contractor's web page and the terms and conditions in the federal supply schedule to place orders. Purchasing entities may use either a departmental purchase order or the contractor's on-line ordering system to place orders. Purchasing entities may opt out of using the contractor's on-line ordering system if it is incompatible with the entity's purchasing procedures. The contractor is not required to accept orders below the minimum listed below. Orders between the minimum and maximum listed below are subject to GSA

preferred customer pricing. For orders above the maximum, purchasing entities are entitled to negotiate for lower prices than those listed on the on-line federal supply schedule price list.

Order Limitation:

Minimum Order: \$100.00

Maximum Order: \$5,000,000.00

Approved Products/Services: Only products or services listed in the TBPC approved GSA contract may be purchased from this TXMAS contract, with one exception. Incidental, off-schedule items may be purchased as "best value, open market" items provided that they are necessary for product integration or product completeness. The purchasing entity is responsible for ensuring that the quoted price for such incidental items is fair and reasonable. These incidental items may be added to the TXMAS purchase order if they are clearly labeled as "open market (OM), best value" items.

State Contracts: All Texas Council for Purchasing from People with Disabilities contracts and Texas Correctional Industries (TCI) term contracts take precedence over this TXMAS contract. If similar products or services are listed on this TXMAS contract and a TBPC term contract, a determination should be made that will result in a best value purchase.

Payment Due Date: Payment will be due on the thirtieth (30) calendar day after the later of: (a) the date the State actually receives a proper invoice at the office designated in the applicable purchase order to receive it; or (b) the date the State accepts the products or services. The post mark date on the envelope for the State warrant (State's equivalent to a check) or banking information showing when a direct deposit transaction was received will be considered the date payment is made. Interest starts accruing on the first day that payment is late. The rate of interest for late payments is set at one percent per month.

Special Note: The State of Texas, including but not limited to its Agencies, cooperative purchasing members and any local governmental entity authorized by law to use the Texas Multiple Award Schedule method for purchasing is not obligated to procure any products or services from this TXMAS contract. This schedule contract shall not be construed to prevent the State from purchasing products or services using other procurement methods as authorized by law.

Keywords: Separation Systems Consultants, Inc. SSCI Environmental Inc. HUB TXHUB Texas woman owned business environmental consulting engineering soil water sampling delineation monitoring wells contaminant contamination brownfields due diligence Phase I Phase II Phase III Environmental Site Assessment remedial construction asbestos survey abatement specifications abatement monitoring demolition excavation dewatering waste stabilization dual phase vapor extraction hydraulic control monitored natural attenuation remediation hazardous waste management SPCC Plans Facility Response Plans Storm Water Pollution Prevention Voluntary Cleanup Program Texas Risk Reduction Program TRRP Innocent Operator Program TCEQ Texas Commission on Environmental Quality LADEQ Louisiana Department of Environmental Quality RECAP emergency response relief remediation WBE PST UST LUST leaking underground storage tank removal lead based paint inspection site investigation Certified Environmental Professional Registered Brownfield Professional licensed geologist PG professional engineer PE engineering scientist technical staff service risk assessment wetland well installation development cross section hydrology

geoscientist HAZWOPER hazardous waste dry cleaner petroleum gas station chlorinated solvents PCE TCE DCE perchlorethylene perchlorethene tetrachlorethylene tetrachlorethene DNAPL LNAPL dense light non aqueous phase liquid DCRP logging boring sediment remedial design ESA groundwater modeling VCP closure voluntary cleanup program impact impacted industrial compliance field work expert litigation support HAZWPR UST training courses environment remedial design natural resources health safety planning compliance occupational RCRA surface abatement drilling cultural resources compliance auditing SDB small spill violations NEPA

Contact Us

If you have any suggestions on how to improve TXMAS or this web site, please send an email to txmas@tbpc.state.tx.us or call 512-463-8839 or 512-463-3421.

Government Awarded Prices (Net Prices)

Separation Systems Consulting Inc. (SSCI) Environmental and Consulting Services is a small women-owned business and has been providing a broad range environmental consulting services since 1986. SSCI's team of environmental professionals provide economical, high quality work by using innovative, but proven, methods of environmental management and field remediation services.

SSCI's current and past clients include local, state and federal agencies as well as industry organizations. SSCI has successfully managed environmental projects ranging from a single site project to statewide and nationwide projects.

SSCI's services include, but are not limited to the following.

Sin 899-1: Environmental Planning Services & Documentation

- Environmental Impact Statements Under NEPA
- Endangered Species and/or Wetlands Analysis
- Watershed and Other Natural Resource Management Plans
- Archeological and/or Cultural Resource Management Plans
- Environmental Program Management and Environmental Regulation Development
- Economic, Technical and/or Risk Analysis
- Vulnerability Assessments
- Identification and Mitigation of Threats

SIN 899-2: Environmental Compliance Services

- Environmental Compliance Audits
- Compliance Management and/or Contingency Planning
- Permitting
- Spill Prevention/Control and Countermeasure Plans
- Pollution Prevention Surveys
- Community Right-to-Know Act Reporting

SIN 899-3: Environmental Occupational Training Services

- Health, Safety and Environmental (HSE) Required and Recommended Training
- Customized Course Development

SIN 899-4: Waste Management Services:

Contractors shall provide operational services, advice, or guidance in support of agencies' Waste Management Services. Examples include, but are not limited to:

- Data Collection, Feasibility or Risk Analysis
- RCRA/CERCLA Site Investigation
- Hazard and/or Non Hazard Exposure Assessments
- Waste Characterization and Source Reduction Studies
- Review and Recommendation of Waste Tracking or Handling Systems
- Waste Management Plans and/or Surveys
- Waste Minimization/Pollution Prevention Initiatives
- Review of Technologies and Processes Impacting Waste Management
- Management, Furnishing or Inventory of Material Safety Data via CD, Internet, Facsimile, Mail or Other Media
- Development of Emergency Response Plans

SIN 899-7: Geographic Information Services

- Natural Resource Planning
- Site Selection
- Migration Pattern Analysis
- Pollution Analysis
- Geologic Logs, Topographic Data, 3D/4D Interactive Visualization Packages
- Data Interpretation

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SIN 899-8: Remediation Services

- Preparation, Characterization, Field Investigation, Conservation and Closure of Site
- Long Term Monitoring/Long Term Operation (LTM/LTO)
- Containment, Monitoring and/or Reduction of Hazardous Waste Sites
- Ordnance Removal and Support
- Excavation, Removal, Transportation, Storage, Treatment and/or Disposal of Hazardous Waste
- Wetland Restoration
- UST/AST Removal
- Air Monitoring
- Soil Vapor Extraction; Stabilization/Solidification; Bio-Venting; Carbon Absorption and/or Reactive Walls and Containment

LABOR CATEGOR NAME	UNIT	HOURLY
SIN NUMBER 899-1, 899-2, 899-3, 899-4, 899-7, 899-8		
Assoc. Engr/Geo/HydroGeo I	HR	\$92.80
Certified Industrial Hygienist	HR	\$108.00
Clerical	HR	\$ 43.20
Drafts Person I	HR	\$51.20
Drafts Person II	HR	\$57.60
Environmental Scientist	HR	\$72.00
Field Engr/Geo/HydroGeo	HR	\$64.00
Health Scientist	HR	\$68.80
Licensed Water Well Driller	HR	\$71.20
Prin. Engr/Geo/HydroGeo III	HR	\$120.00
Project Manager	HR	\$92.80
Risk Assessor/Toxicologist	HR	\$100.00
Sr Engr/Geo/HydroGeo II	HR	\$100.00
Staff Engr/Geo/HydroGeo	HR	\$72.00
Technician I	HR	\$44.00
Technician II	HR	\$52.00
Technician III	HR	\$59.20
Word Processor	HR	\$46.40

COURSE NAME	Course Price	Length	Min Participant	Max Participant
Description SIN NUMBER 899-3 Bloodborne Pathogens 29 CFR 1910.1030, 1926.50 Price per person. Price per each additional participant in excess of Minimum	\$141 \$50	8 hours/1 day	1	25
Confined Space Entry 29 CFR 146 Price per person. Price each additional participant in excess of Minimum	\$141 \$50	8 hours/1 day	1	25
General Industry or Construction 29 CFR 1926 (OSHA 30-Hour) Price per person. Price each additional participant in excess of Minimum	\$528 \$50	30 hours/3 days	1	25
General Industry or Construction 29 CFR 1926 (OSHA 10 hour) Price per person. Price per each additional participant in excess of Minimum	\$176 \$50	10 hours/1 day	1	25
Hazard Communication 29 CFR 1910.1200 Price per person. Price per each additional participant in excess of Minimum	\$141 \$50	8 hours/1 day	1	25
Hazardous Waste Operations Emergency Response (HAZWOPER) 29 CFR 1910.120 Initial Price per person. Price per each additional participant in excess of Minimum	\$380 \$50	40 hours/4 days	1	25
Hazardous Waste Operations Emergency Response (HAZOPER) 29 CFR 1910.120 Refresher Price per person. Price per each additional participant in excess of Minimum	\$141 \$50	8 hours/1 day	1	25
Lock Out Tag Out 29 CFR 1910.147, 1926.417 Price per person. Price per each additional participant in excess of Minimum	\$141 \$50	8hours/1 day	1	25
Occupational Noise 29 CFR 1910.95, 1926.52 Price per person. Price per each additional participant in excess of Minimum	\$141 \$50	8 hours/1 day	1	25
Personal Protective Equipment (PPE) 29 CFR 1910.132 - 138, 1926.28 Price per person. Price per each additional participant in excess of Minimum	\$141 \$50	8 hours/1 day	1	25
Powered Industrial Trucks 29 CFR 1910.178, 1926.602	\$141 \$50	8 hours/1 day	1	25

Price per person. Price per each additional participant in excess of Minimum

Respiratory Protection Program 29 CFR 1910.134, 1926.103	\$141	8 hours/1 day	1	25
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Price per person. Price per each additional participant in excess of Minimum

\$50

Environmental Regulations	\$141	8 hours/1 day	1	25
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Price per person. Price per each additional participant in excess of Minimum

\$50

Oil Spill Prevention, Control and Countermeasures (SPCC)	\$141	8 hours/1 day	1	25
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Price per person. Price per each additional participant in excess of Minimum

\$50

Storm Water Pollution Prevention	\$141	8 hours/1 day	1	25
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Price per person. Price per each additional participant in excess of Minimum

\$50

Underground Storage Tank "B" Removal Initial Course -TAC Title 30.1.334	\$200	12 hours/2 days	1	25
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Price per person. Price per each additional participant in excess of Minimum

\$50

Underground Storage Tank (UST) "A" Installer Initial Course-TAC Title 30.1.334	\$380	28 hours/3 days	1	25
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Price per person. Price per each additional participant in excess of Minimum

\$50

Underground Storage Tank (UST) A - B Refresher	\$128	8 hours/1 day	1	25
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Price per person. Price per each additional participant in excess of Minimum

\$50

COST PROPOSAL

Indoor Air Quality Assessment - SIN 899-4 (Waste Management Services, Exposure Assessment)

Hidalgo County Purchasing Department - McAllen Substation Tax Office

Description	Estimated Quantity	Rate	Units	Estimated Amount
Site Visit, Assessment and Sample Collection				
TXMAS Schedule Rates				
Project Manager	2	\$92.00	Hour	\$184.00
Environmental Scientist	12	\$72.00	Hour	\$864.00
Off-Schedule Items				
Air Fare	1	\$250.00	Trip	\$250.00
Car Rental	1	\$75.00	Trip	\$75.00
Sampling Equipment	1	\$300.00	Day	\$300.00
				\$1,673.00
Preparation of Assessment Report				
TXMAS Schedule Rates				
Project Manager	1	\$92.00	Hour	\$92.00
Environmental Scientist	4	\$72.00	Hour	\$288.00
Word Processor	2	\$46.40	Hour	\$92.80
Off-Schedule Items				
Copying	1	\$15.00	Job	\$15.00
Shipping	1	\$25.00	Job	\$25.00
				\$512.80
Preparation of Mold Remediation Protocol				
TXMAS Schedule Rates				
Project Manager	1	\$92.00	Hour	\$92.00
Environmental Scientist	3	\$72.00	Hour	\$216.00
Word Processor	1	\$46.40	Hour	\$46.40
Off-Schedule Items				
Copying	1	\$15.00	Job	\$15.00
Shipping	1	\$25.00	Job	\$25.00
				\$394.40
Sample Analysis				
Off-Schedule Items				
Laboratory Analysis for Asbestos and Mold	8	\$125.00	Each	\$1,000.00
				\$3,580.20



Environmental and Consulting Services

May 11, 2009

Moises Salazar, Buyer II
Hidalgo County Purchasing Department
100 North Closner Boulevard
Edinburg, Texas 78539

Re: Proposal for Indoor Air Quality Testing Services under TX-MAS-7-899030
McAllen Substation Tax Office, 300 East Hackberry, McAllen, TX 78501

Dear Mr. Salazar:

Separation Systems Consultants, Inc. (SSCI) is pleased to provide this proposal to provide professional services for Indoor Air Quality Testing at the referenced facility in McAllen, Texas. The proposed testing will include the following parameters:

- Mold
- Asbestos
- Total Volatile Organic Compounds
- Oxygen
- Carbon Monoxide
- Relative Humidity
- Temperature

Trained and licensed personnel will complete all work. Charges for the proposed services will be in accordance with the following:

Site Visit, Assessment and Sample Collection.....	\$1,350
Sample Analysis	\$125
Preparation of Assessment Report	\$425
Preparation of Mold Remediation (if needed)	\$350

We estimate that 6 to 8 samples will be collected. The total estimated cost is \$2,900 to \$3,150.

We are prepared to complete the Site Visit and Sample Collection on Monday, May 18, 2009. Laboratory results will be available in about one week following delivery of the samples to the analytical laboratories. Reporting will be completed in about one week following receipt of the laboratory results.

**Separation Systems
Consultants, Inc.**
17041 El Camino Real, Suite 200
Houston, Texas 77058
(281) 486-1943
Fax: (281) 486-7415

Mr. Moises Salazar
May 11, 2009
Page 2

We appreciate this opportunity. You may authorize the proposed work in space provided below, and return fax. If you have questions please do not hesitate to contact me at (281) 486-1943.

Sincerely,

Separation Systems Consultants, Inc.



Douglas W. Jackson, C.E.P.
Vice President

PROPOSAL ACCEPTED:

Hidalgo County Purchasing Department

Date

**Separation Systems
Consultants, Inc.**
17041 El Camino Real, Suite 200
Houston, Texas 77058
(281) 486-1943
Fax: (281) 486-7415

Several Agreements**CC CONSENT**

Date: 05/19/2009
 Submitted By: Matilde Faz, PURCHASING DEPT.
 Submitted For: Marty Salazar
 Department: PURCHASING DEPT.
 Agenda Category: Purchasing Department

Information

CAPTION

1. Requesting authority to enter into eight-months end user agreement/master service agreement renewal with Seacoast Telecommunications Service, dba, Link 2 Exchange for the Judge's Office for the total amount of \$3,186.00 through requisition #152970 effective upon approval (9-1100-413-00-110-006-0-341);
2. Requesting authority to enter into a 12-months premium plus maintenance agreement renewal for the Human Resources Dept. with Toshiba Business Solutions/Office Communications through requisition #154905 in the total of \$858.00/year- effective: 05/04/09 - 05/03/10 (9-1100-415-50-190-002-0-432);
3. Requesting authority to enter into a 12-months Fire Files Support Software and Service Level Agreement renewal for the Chief Deputy Fire Marshall Juan Martinez, Fire Marshall Department/Emergency Services with Albanese Consulting, Inc. through requisition #154635 in the amount of \$299.00/year - effective: 05/15/09 - 05/14/2010 (9-1100-422-10-300-001-0-336);
 - a. Requesting authority to enter into a new 12-months Fire Files Support Software and Service Level Agreement for the following Fire Investigators/Deputies, from the Fire Marshall Department/Emergency Services with Albanese Consulting, Inc. through requisition #154635. Effective: 05/15/09 - 05/14/2010 (9-1100-422-10-300-001-0-336)-effective: upon approval;
 - Wesley Bradley-Fire Deputy \$149.00/year
 - Javier Garcia- Fire Deputy \$149.00/year
 - Marco Romero-Fire Deputy \$149.00/year
 - \$ 447.00
 - b. Requesting authority to enter into a 12-months new full license and Fire Files Support Software and Service Level Agreement for the Deputy Fire Marshal Tommy Ureste, Fire Marshal Department/Emergency Services with Albanese Consulting, Inc. through requisition #154635 for the total amount of \$1,098.00/year-effective- upon approval- (9-1100-422-10-300-001-0-336) with Total for #3 a. & b.= \$1,844.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009

ACCT. #: Various

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

A. Funds available for req #152970 as of 9-14-09.

B. Funds available for req #154905 as of 9-14-09.

C. Funds available for req #154635 as of 9-14-09.

Attachments

Link: [Archiving & Storage Agreement](#)

Link: [Maintenance Renewal HR](#)

Link: [Fire Marshal's Agreements](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	05/14/2009 10:45 AM	APRV
2	Budget & Management	Ivan Cantu	05/14/2009 11:17 AM	APRV
3	Ivan Cantu	Ivan Cantu	05/14/2009 02:52 PM	APRV
4	Auditor's Office		05/15/2009 05:53 PM	NEW

Form Started By: Matilde Faz

Started On: 05/13/2009 08:57 AM

Final Approval Date: 05/15/2009

Requisition

Req # 00152970

PO #

Date: 04/14/09

Consent
15248
5/19/09

Bill To: x
x

Vendor : 345644
SEACOAST TELECOMMUNICATONS SERVICE B
D/B/A LINK 2 EXCHANGE
P O BOX 216
DOVER NH 03820
FAX (603)742-1887

Ship To: COUNTY JUDGE
100 E. CANO, 2ND FL
EDINBURG TX 78539

Contact: Sdeleon
956-318-2600

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
8.00	MONTH	Premier plus exchange for e-mail archiving and storage for 25 accounts from 5/1/09-12/31/09	298.75	2,390.00
8.00	MONTH	Blackberry server accounts (10) from 5/1/09-12/31/09	99.50	796.00
		Account No	<u>Encumbrance</u>	
		9-1100-413-00-110-006-0-341	3,186.00	
			Freight	.00
			Total	3,186.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		<p style="font-size: 1.5em; font-family: cursive;">BlackBerry 9.95 mo/ea. 10 accounts = 99.50 8 X months</p> <hr style="width: 50%; margin: auto;"/>		

Authorized By: _____

Ref # 152970

Link2Exchange
PO Box 216
Dover, NH 03820
Phone: 888-509-8555
Fax: 888-810-6205

**Link2Exchange
Invoice**

Sandra Deleon
County of Hidalgo - Information Technology Dept.
100 Cano 2nd Floor
Edinburg, TX 78539

Reg. number: 1184615688
From: 1/01/2009
To: 12/31/2009
Due upon receipt
Payment enclosed: _____

(Trim here and return upper portion)

Link2Exchange
PO Box 216
Dover, NH 03820
Phone: 888-509-8555
Fax: 888-810-6205

**Link2Exchange
Invoice**

#	Date	Service description	Amount
2	01/01/2009	-- Sale Exchange Account -- Domain Premier Plus 25 min -- Recurring Fee (Jan 1, 2009 -- December 31, 2009), Exchange E-Mail: carlos.moreno@hidalgocountyjudge.com	3,585.00
3	01/01/2009	-- Sale BES Account -- 10 accounts Recurring Fee (Jan 1, 2009 -- December 31, 2009).	1,194.00
Total			4,779.00
Previous Balance			0.00
Amount due US\$			4,779.00

X
5002

Ref
1529710

Email Addresses in system:

jd.salinas@hidalgocountyjudge.com
rigo.villarreal@hidalgocountyjudge.com
raul.lozano@hidalgocountyjudge.com
mari.gutierrez@hidalgocountyjudge.com
sandra.deleon@hidalgocountyjudge.com
brenda.garza@hidalgocountyjudge.com
belinda.alvarez@hidalgocountyjudge.com
mario.betancourt@hidalgocountyjudge.com
martin.carrasco@hidalgocountyjudge.com
chris.trevino@hidalgocountyjudge.com
maxine.elizondo@hidalgocountyjudge.com
roxanne.delagarza@hidalgocountyjudge.com
sofia.hernandez@hidalgocountyjudge.com
tony.pena@hidalgocountyjudge.com
terri.garcia@hidalgocountyjudge.com
info@hidalgocountyjudge.com
hilda.caceres@hidalgocountyjudge.com
cari.lambrecht@hidalgocountyjudge.com
gloria.rodriguez@hidalgocountyjudge.com
carlos.trevino@hidalgocountyjudge.com
rosie.ortiz@hidalgocountyjudge.com
rolando.benavides@hidalgocountyjudge.com
erika.reyna@hidalgocountyjudge.com

Blackberry Enterprise Server Addresses in system:

tony.pena@hidalgocountyjudge.com
sofia.hernandez@hidalgocountyjudge.com
jd.salinas@hidalgocountyjudge.com
roxanne.delagarza@hidalgocountyjudge.com
cari.lambrecht@hidalgocountyjudge.com
brenda.garza@hidalgocountyjudge.com
belinda.alvarez@hidalgocountyjudge.com
terri.garcia@hidalgocountyjudge.com
rolando.benavides@hidalgocountyjudge.com
chris.trevino@hidalgocountyjudge.com

Ref 152970

Link2Exchange
PO Box 216
Dover, NH 03820
Phone: (0) 8885098555
Fax: (0) 8888106205

Link2Exchange
 Billing Statement

Mario Betancourt
 County of Hidalgo - Information Technology Dept.
 100 Cano 2nd Floor
 Edinburg, TX 78539

Reg. number: 1184615688
From: 12/01/2008
To: 01/13/2009
Due upon receipt
Payment enclosed: _____

(Trim here and return upper portion)

Link2Exchange
PO Box 216
Dover, NH 03820
Phone: (0) 8885098555
Fax: (0) 8888106205

Link2Exchange
 Billing Statement

#	Date	Service description	Amount
1	12/01/2008	-- Sale Exchange Account -- Domain Premier Plus 25 min -- Recurring Fee (Dec 1, 2008 - Dec 31, 2008), Exchange E-Mail: jd.salinas@hidalgocountyjudge.com	298.75
2	12/01/2008	-- Sale BES Account -- Domain Premier Plus 25 min -- Recurring Fee (Dec 1, 2008 - Dec 31, 2008), Exchange E-Mail: tony.pena@hidalgocountyjudge.com	9.95
3	12/01/2008	-- Sale BES Account -- Domain Premier Plus 25 min -- Recurring Fee (Dec 1, 2008 - Dec 31, 2008), Exchange E-Mail: carlos.moreno@hidalgocountyjudge.com	9.95
4	12/01/2008	-- Sale BES Account -- Domain Premier Plus 25 min -- Recurring Fee (Dec 1, 2008 - Dec 31, 2008), Exchange E-Mail: sofia.hernandez@hidalgocountyjudge.com	9.95
5	12/01/2008	-- Sale BES Account -- Domain Premier Plus 25 min -- Recurring Fee (Dec 1, 2008 - Dec 31, 2008), Exchange E-Mail: jd.salinas@hidalgocountyjudge.com	9.95
6	12/01/2008	-- Sale BES Account -- Domain Premier Plus 25 min -- Recurring Fee (Dec 1, 2008 - Dec 31, 2008), Exchange E-Mail: roxanne.delagarza@hidalgocountyjudge.com	9.95
7	12/01/2008	-- Sale BES Account -- Domain Premier Plus 25 min -- Recurring Fee (Dec 1, 2008 - Dec 31, 2008), Exchange E-Mail: cari.lambrecht@hidalgocountyjudge.com	9.95

8	12/01/2008	-- Sale BES Account -- Domain Premier Plus 25 min -- Recurring Fee (Dec 1, 2008 - Dec 31, 2008), Exchange E-Mail: brenda.garza@hidalgocountyjudge.com	9.95	
9	12/01/2008	-- Sale BES Account -- Domain Premier Plus 25 min -- Recurring Fee (Dec 1, 2008 - Dec 31, 2008), Exchange E-Mail: belinda.alvarez@hidalgocountyjudge.com	9.95	
10	12/01/2008	-- Sale BES Account -- Domain Premier Plus 25 min -- Recurring Fee (Dec 1, 2008 - Dec 31, 2008), Exchange E-Mail: terri.garcia@hidalgocountyjudge.com	9.95	
11	01/01/2009	-- Sale Exchange Account -- Domain Premier Plus 25 min -- Recurring Fee (Jan 1, 2009 - Jan 31, 2009), Exchange E-Mail: jd.salinas@hidalgocountyjudge.com	298.75	
12	01/01/2009	-- Sale BES Account -- Domain Premier Plus 25 min -- Recurring Fee (Jan 1, 2009 - Jan 31, 2009), Exchange E-Mail: tony.pena@hidalgocountyjudge.com	9.95	
13	01/01/2009	-- Sale BES Account -- Domain Premier Plus 25 min -- Recurring Fee (Jan 1, 2009 - Jan 31, 2009), Exchange E-Mail: carlos.moreno@hidalgocountyjudge.com	9.95	
14	01/01/2009	-- Sale BES Account -- Domain Premier Plus 25 min -- Recurring Fee (Jan 1, 2009 - Jan 31, 2009), Exchange E-Mail: sofia.hernandez@hidalgocountyjudge.com	9.95	
15	01/01/2009	-- Sale BES Account -- Domain Premier Plus 25 min -- Recurring Fee (Jan 1, 2009 - Jan 31, 2009), Exchange E-Mail: jd.salinas@hidalgocountyjudge.com	9.95	
16	01/01/2009	-- Sale BES Account -- Domain Premier Plus 25 min -- Recurring Fee (Jan 1, 2009 - Jan 31, 2009), Exchange E-Mail: roxanne.delagarza@hidalgocountyjudge.com	9.95	
17	01/01/2009	-- Sale BES Account -- Domain Premier Plus 25 min -- Recurring Fee (Jan 1, 2009 - Jan 31, 2009), Exchange E-Mail: cari.lambrecht@hidalgocountyjudge.com	9.95	
18	01/01/2009	-- Sale BES Account -- Domain Premier Plus 25 min -- Recurring Fee (Jan 1, 2009 - Jan 31, 2009), Exchange E-Mail: brenda.garza@hidalgocountyjudge.com	9.95	
19	01/01/2009	-- Sale BES Account -- Domain Premier Plus 25 min -- Recurring Fee (Jan 1, 2009 - Jan 31, 2009), Exchange E-Mail: belinda.alvarez@hidalgocountyjudge.com	9.95	
20	01/01/2009	-- Sale BES Account -- Domain Premier Plus 25 min -- Recurring Fee (Jan 1, 2009 - Jan 31, 2009), Exchange E-Mail: terri.garcia@hidalgocountyjudge.com	9.95	
21	01/05/2009	-- Sale BES Account -- Domain Premier Plus 25 min -- Recurring Fee (Jan 5, 2009 - Jan 31, 2009), Exchange E-Mail: rolando.benavides@hidalgocountyjudge.com	8.35	

Ref 152970

22	01/12/2009	-- Sale BES Account -- Domain Premier Plus 25 min -- Recurring Fee (Jan 12, 2009 - Jan 31, 2009). Exchange E-Mail: chris.trevino@hidalgocountyjudge.com	6.10	
Net Value			791.05	
Tax			0.00	
Total			791.05	
Previous Balance			510.17	CR
Amount due US\$			280.88	

All late payments are subject to 2% per month interest. Credit Card charges will show as TTLIC Internet on your statement.

PREMIUM PLUS MAINTENANCE AGREEMENT

Ref # 154905

TOSHIBA BUSINESS SOLUTIONS
Texas

10231 Korzbe | San Antonio, TX 78217 | Phone: 210.357.2600 | Fax: 210.357.2630

Sales Representative: *ROBERT P SMITH*

CONTRACT NUMBER	343556-001
EFFECTIVE DATE	5-3-2009

CUSTOMER INFORMATION

Customer Name	COUNTY OF HIDAGO	Bill to Number	57766200	Customer Name	COUNTY OF HIDALGO	Ship to Number	343556
Attention	SYVIA RIOS			Attention	SILVA RIOS		
Address	HUMAN RESOURCES DEPT.			Address	HUMAN RESOURCES DEPT.		
Address 2	100 E. CANO	City, State	EDINBURG, TEXAS	Address 2	100 E. CANO	City, State, Zip	EDINBURG, TEXAS 78539
Phone #	956-318-2660	Ext.		Phone #	956-318-2660	Ext.	
Email	Sylvia.rios@co.hidalgo.tx.us	Fax #	956-318-2669	Email	sylvia.rios@co.hidalgo.tx.us	Fax #	956-318-2669

EQUIPMENT COVERED BY THIS CONTRACT (Attach list if necessary)

Main Unit OCS ID #	Main Unit Model #	Main Unit Serial #	Meter Read (beginning)	Service Included	Term of Lease (# of Months)
1 36611	ESTUDIO 520	CZL514890		<input type="checkbox"/> Yes <input type="checkbox"/> No	
2				<input type="checkbox"/> Yes <input type="checkbox"/> No	
3				<input type="checkbox"/> Yes <input type="checkbox"/> No	
4				<input type="checkbox"/> Yes <input type="checkbox"/> No	

SUPPLY INCLUSIVE ITEMS

Cartridge	Drum	Staples	Toner	Other (Please Specify)
1 N/A	YES	NO	YES	PARTS AND LABOR
2				
3				
4				

TRANSACTION TERMS

This contract will bill a minimum charge of \$ 858.00 every - SELECT ONE

The contract includes BLACK copies every: Month Quarter Year

An average charge of \$ 0.0066 will be charged for EACH excess BLACK copy

The contract includes COLOR copies every: Month Quarter Year

An average charge of _____ will be charged for EACH excess COLOR copy.

Comments: _____

PREMIUM PLUS MAINTENANCE AGREEMENT TERMS AND CONDITIONS

For maintaining the functionality of the base copier/fax equipment, OCS agrees to perform maintenance service in accordance with the following terms and conditions.

- 1) OCS will furnish all parts and labor for repairs and maintenance necessitated by normal usage of the walk-up copying/faxing function of the serialized equipment during normal business hours of 8:00 AM to 5:00 PM Monday through Friday, exclusive of holidays. Standard overtime rates of \$185 per hour with a 2-hour minimum apply for all other times.
- 2) The term of this agreement will be for 1 (one) year or the designated number of copies. If this is a Designated Number of Copies billing option this contract may expire before the end of one year. This agreement will automatically renew at the end of the term and thereafter at the then prevailing rates, or as otherwise stated or agreed, unless cancelled by either party by providing written notice at least 30 days prior to the expiration date.
- 3) This agreement does NOT cover
 - a. Service necessitated by the malfunction of Non-Original Manufacture's Equipment parts, supplies, attachments or supplies not authorized by OCS
 - b. Repairs or cleaning necessitated by the improper installation of toner, developer, or foreign agents
 - c. Exterior hardware including doors, covers, hinges, operational panel, stands, wheels castors, work tables, exit trays, document lids, ADF covers, staplers, paper cassettes, sheet by-pass, instruction manuals, drivers, etc. which may become broken, lost, or damaged
 - d. Exterior or add-on copy counting or monitoring devices
 - e. Major in-shop rebuilding for machines that have exceeded their manufacturer recommend life.
 - f. Circuit board failures unless an UL 1449 or OCS approved surge protection device is installed in line with the listed equipment
 - g. Replacement or repair of any network devices not directly involved with the walk-up copying process (i.e., controllers (internal or external), memory, printing systems, storage devices (internal or external), drivers, harnesses, wiring, hard drives, mouse, monitors, keyboard, networking harnessing or cards.) A separate service agreement may be purchased for the items listed in 3) g
- 4) Customer agrees to:
 - a. Provide suitable electrical service and maintain proper environmental conditions
 - b. Pay for the special servicing that may be required to prepare the equipment for the movement or to re-install and adjust after a movement.
 - c. Provide OCS with meter readings as needed and to accept estimated meter readings based on service history for billing purposes
 - d. Pay additional \$ 0.0025 cents per scan, when scans exceed agreement minimum or actual print usage
 - e. Pay for freight and special shipping charges when requesting parts and/or supplies.
 - f. Pay for any charges outside the scope of this Premium Plus Agreement
- 5) The consumption of supplies provided in inclusive contracts, including toner or developer, exceeding 10% of the normal volume yield rate shall be chargeable at normal supply rates less a 15% discount
- 6) Expenses incurred for supplies consumed in the course of service performed, damaged or misused by the customer or OCS technical personnel are non-recoverable and replenishment of such supplies is the sole responsibility of the customer.
- 7) OCS is not responsible for delays or service due to manufacturers' non-availability of parts or supplies necessary to complete such service as described in this agreement. Customer agrees to pay for any freight or special shipping charges when Customer requests emergency requisition of parts or supplies
- 8) This agreement is non-transferable, non-refundable, and becomes void upon sale or transfer of the equipment. OCS may apply any unused portion of the annual maintenance charges toward future purchases with OCS
- 9) OCS may withhold service or terminate this agreement if the Customer fails to comply with any of the items and conditions of this agreement or acquires a past-due balance for services rendered, products sold or unpaid meter billings of more than 30 days from date of invoice. Past due balances will be assessed a 10% late fee
- 10) This agreement will not apply to any equipment lost or damaged through accident, abuse, misuse, theft, neglect, acts of third parties, fire, water, casualty, or any other natural force or acts of nature, and any loss or damage occurring from uncontrollable circumstances. Services performed under these conditions will be chargeable outside of this agreement
- 11) Customer specifically agrees that NO OTHER representation, constitutions or warranties other than those set forth in writing herein have been made or have been relied in the making of this agreement.

ACCEPTANCE (Must be signed by Director of Service Operations or an authorized Service Contract representative to be a valid contract.)

THE TERMS AND CONDITIONS HEREOF ARE PART OF THIS SERVICE AGREEMENT. BY SIGNING THIS CONTRACT, THE CUSTOMER ACKNOWLEDGES THAT THEY HAVE READ AND UNDERSTAND THESE TERMS.

Customer agrees to pay the Minimum Payment per transaction terms, plus any Excess Per Click Charges for the term of this Contract. When this Contract is signed by Customer and OCS it shall constitute a binding contract and is non-cancelable.

Toshiba Business Solutions Texas

<p>Name _____ Title _____</p> <p>(Please Print Name)</p> <p>Signature _____ Date _____</p> <p>(Authorized Representative)</p>	<p>Company Name: COUNTY OF HIDAGO</p> <p>Name _____ Title _____</p> <p>(Please Print Name)</p> <p>Signature _____ Date _____</p> <p>(Authorized Representative)</p>
---	--

Requisition

Req # 00154635

PO #

Date: 05/08/09

Comment
#15448
5/19/09

Bill To: x
 x

Vendor : 298778
ALBANESE CONSULTING, INC.
319 EAST MADISON
SUITE 3E
SPRINGFIELD IL 62701

Ship To: EMERGENCY SERVICES
100 E CANO, 2ND FLOOR
EDINBURG TX 78539

Contact: Yolanda Orozco
956-318-2656

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1.00	YEAR	Renewal of maintenance/support for Fire Investigators software for arson, fire reporting and tracking to cover the period of May 15, 2009 to May 15, 2010. User under Juan Martinez, Chief Deputy Fire Marshal.	299.00	299.00
3.00	YEAR	New maintenance/support for Fire Investigators Software for arson, fire reporting and tracking to be effective upon approval of Commissioners' Court. User under the following Deputy Fire Marshals: Wesley Bradley, Javier Garcia and Marco Romero (These users already have the license from previous year.)	149.00	447.00
1.00	YEAR	New full license and maintenance/support for Fire Investigators for Fire Investigators Software of Arson, Fire Reporting and Tracking. To be effective upon approval from Commissioners' Court. User under Tommy Ureste, Deputy Fire Marshal. (Support and service included for first year.)	1,098.00	1,098.00
		Account No _____	Encumbrance	
		9-1100-422-10-300-001-0-336	1,844.00	
			Freight	.00
			Total	1,844.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

P. 3:00 PM

Authorized By: _____

Fire Files Support and Service Level Agreement (SLA)

for

Hidalgo County Fire Marshal's Office

by

 albx solutions

 BIZEX

Effective Date: April 27, 2009

Company Name:	Hidalgo County Fire Marshal
Client Relationship Manager:	BIZEX

1. Agreement Overview

This Agreement represents a Service Level Agreement ("SLA" or "Agreement") between ALBX Solutions and [Client] to support and sustain FireFiles Software.

This Agreement remains valid until superseded by a revised agreement. Changes will be recorded in an Amendments section of this Agreement and are effective upon mutual endorsement by both parties.

This Agreement outlines the parameters of all support services covered as they are mutually understood by all parties.

The **purpose** of this Agreement is to ensure that resources are in place to provide consistent service, support and delivery to the Client(s) by the Service Provider(s).

1. The following Client(s) will be used as the basis of the Agreement

Client	Contact Information
Hidalgo County Fire Marshal	Juan Martinez

2. Periodic Review

This Agreement is valid from the **Effective Date** outlined herein and is valid until the **Date of Termination**.

The **Client Relationship Manager** is responsible for regular reviews of this document.



The **Client Relationship Manager** will incorporate all subsequent revisions and obtain mutual agreements / approvals as required.

Client Relationship Manager: [Client Relationship Manager]

Review Period: Annually

Previous Review Date: [Last or Previous Review Date]

Next Review Date: [Next Review Date]

3. Service Agreement

The following detailed services are the responsibility of the Service Provider in the ongoing support of this Agreement.

3.1. Service Scope

The following Services are covered by this Agreement;

Service
Online Support
Telephone Support
Software upgrades

3.2. Client Requirements

Client responsibilities and/or requirements in support of this Agreement include: Payment of annual service agreement, notification of service issue by email and telephone.

3.3. Service Provider Requirements

Service Provider responsibilities and/or requirements in support of this Agreement include: Training of client staff on features and functionality of software upon initial purchase; via online meeting tool. To provide timely response time for service and support issues initiated by client. Notification of available software upgrades.

3.4. Service Level Reporting

The Service Provider will supply the Client with the following reports on the intervals indicated:

Report Name	Interval
Software Upgrade	TBA as upgrades become available



3.5. Service Requests

In support of services outlined in this Agreement, the Service Provider will respond to service related incidents and/or requests submitted by the Client within the following time frames:

Service	Response Time
Online internet support	http://www.arsonsoftware.com/support/support.asp
User related functionality issues	By telephone and/or email within 24 hours
System conflict related to software	By telephone and/or email within 48 hours
Software not functioning properly	By telephone and/or email within 48 hours

3.6. Service Exceptions

Any deviations from current policies, processes and standards are noted by the following Service Exceptions:

Service	Exception(s)
Telephone Support	Monday – Friday 9:00 AM to 5:00 PM Central Time

I have read and accepted the above terms and conditions.

ALBX Software Solutions:

Address: 319 East Madison
Suite 3E
Springfield, Illinois 62701-3127

Hidalgo County Fire Marshal's Office.

100 E. Cano 2nd Floor
Suite 202
Edinburg, TX 78539

Signature
Name: Lawrence L. Bell
Title: Business Development Manager
Date: _____

Signature
Name: _____
Title: _____
Date: _____



QUOTE/PURCHASE ORDER

To

**Chief Deputy Fire Marshall
Juan Martinez
100 E. Cano 2nd Floor
Suite 202
Edinburg, TX 78539**

Customer #BIZJM04309

Terms

Salesperson Robert W. Englert

Reseller **BIZEXC**

Ship To

Order #	Delivery Via	Routing
---------	--------------	---------

Item	Quantity Ordered	Description	Unit Count	Unit Price	Total Amount
1	1	Fire Files Support and Service priced per year. Wesley Bradley Javier Garcia Marco Romero	3	\$149.00 yr	\$447.00
Total					\$447.00

<p>Special Instructions: The Normal MSRP for File Files yearly support and service is \$299.00 per year. ALBX will honor the \$149.00 per seat quotes of 04-15-09 on a one-time basis price due to our clerical error.</p>	Date	Approval Signature
	Purchaser Signature	
	Title	





Fire Files Support and Service Level Agreement (SLA)

for

Hidalgo County Fire Marshal's Office

by

Effective Date: 27 April 2009

Company Name:	Hidalgo County Fire Marshal
Client Relationship Manager:	Albx Solutions; Mark Cleary

1. Agreement Overview

This Agreement represents a Service Level Agreement ("SLA" or "Agreement") between ALBX Solutions and [Client] to support and sustain FireFiles Software.

This Agreement remains valid until superseded by a revised agreement. Changes will be recorded in an Amendments section of this Agreement and are effective upon mutual endorsement by both parties.

This Agreement outlines the parameters of all support services covered as they are mutually understood by all parties.

The **pur pose** of this Agreement is to ensure that resources are in place to provide consistent service, support and delivery to the Client(s) by the Service Provider(s).

1. The following Client(s) will be used as the basis of the Agreement

Client	Contact Information
Hidalgo County Fire Marshal	Yolanda

2. Periodic Review

This Agreement is valid from the **Effective Date** outlined herein and is valid until the **Date of Termination**.

The **Client Relationship Manager** is responsible for regular reviews of this document.



The **Client Relationship Manager** will incorporate all subsequent revisions and obtain mutual agreements / approvals as required.

Client Relationship Manager: Mark Cleary
Review Period: Annually
Previous Review Date: March 15, 2008
Next Review Date: April 27, 2009

3. Service Agreement

The following detailed services are the responsibility of the Service Provider in the ongoing support of this Agreement.

3.1. Service Scope

The following Services are covered by this Agreement;

Service
Online Support
Telephone Support
Software upgrades

3.2. Client Requirements

Client responsibilities and/or requirements in support of this Agreement include: Payment of annual service agreement, notification of service issue by email and telephone.

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Service Provider responsibilities and/or requirements in support of this Agreement include: Training of client staff on features and functionality of software upon initial purchase; via online meeting tool. To provide timely response time for service and support issues initiated by client. Notification of available software upgrades.

3.4. Service Level Reporting

The Service Provider will supply the Client with the following reports on the intervals indicated:

Report Name	Interval
Software Upgrade	TBA as upgrades become available



3.5. Service Requests

In support of services outlined in this Agreement, the Service Provider will respond to service related incidents and/or requests submitted by the Client within the following time frames:

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Online internet support	http://www.arsonsoftware.com/support/support.asp
User related functionality issues	By telephone and/or email within 24 hours
System conflict related to software	By telephone and/or email within 48 hours
Software not functioning properly	By telephone and/or email within 48 hours

3.6. Service Exceptions

Any deviations from current policies, processes and standards are noted by the following Service Exceptions:

Service	Exception(s)
Telephone Support	Monday – Friday 9:00 AM to 5:00 PM Central Time

I have read and accepted the above terms and conditions.

ALBX Software Solutions:

Address: 319 East Madison
Suite 3E
Springfield, Illinois 62701-3127

Hidalgo County Fire Marshal's Office.

100 E. Cano 2nd Floor
Suite 202
Edinburg, TX 78539



Signature

Name: Mark Cleary

Title: Senior Account Manager

Date: April 27, 2009

Signature _____

Name: _____

Title: _____

Date: _____



QUOTE/PURCHASE ORDER

To

**Chief Deputy Fire Marshall
Juan Martinez
100 E. Cano 2nd Floor
Suite 202
Edinburg, TX 78539**

Customer # N/A

Terms

Salesperson Mark Cleary

Ship To

Order #	Delivery Via	Routing
---------	--------------	---------

Item	Quantity Ordered	Description	Unit Count	Unit Price	Total Amount
1	1	Fire Files Support and Service priced per year. 3/15/09 - 3/15/10 Juan Martinez	1	\$299.00yr	\$299.00
Total					\$299.00

Special Instructions: This quote reflects the current pricing structure for annual support from ALBX Solutions	Date	Approval Signature
	Purchaser Signature	
	Title	



Fire Files Licence and Service Level Agreement (SLA)
for
Hidalgo County Fire Marshal's Office
by

Effective Date: May 11, 2009

Company Name:	Hidalgo County Fire Marshal
Client Relationship Manager:	BIZEXC

1. Agreement Overview

This Agreement represents a Service Level Agreement ("SLA" or "Agreement") between ALBX Solutions and [Client] to support and sustain FireFiles Software.

This Agreement remains valid until superseded by a revised agreement. Changes will be recorded in an Amendments section of this Agreement and are effective upon mutual endorsement by both parties.

This Agreement outlines the parameters of all support services covered as they are mutually understood by all parties.

The **pur pose** of this Agreement is to ensure that resources are in place to provide consistent service, support and delivery to the Client(s) by the Service Provider(s).

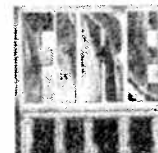
1. The following Client(s) will be used as the basis of the Agreement

Client	Contact Information
Hidalgo County Fire Marshal	Juan Martinez

2. Periodic Review

This Agreement is valid from the **Effective Date** outlined herein and is valid until the **Date of Termination**.

The **Client Relationship Manager** is responsible for regular reviews of this document.



The **Client Relationship Manager** will incorporate all subsequent revisions and obtain mutual agreements / approvals as required.

Client Relationship Manager: Robert W. Englert of BIZEXC

Review Period: Annually

Previous Review Date: N/A

Next Review Date: TBA

3. Service Agreement

The following detailed services are the responsibility of the Service Provider in the ongoing support of this Agreement.

3.1. Service Scope

The following Services are covered by this Agreement;

Service
Online Support
Telephone Support
Software upgrades

3.2. Client Requirements

Client responsibilities and/or requirements in support of this Agreement include: Payment of annual service agreement, notification of service issue by email and telephone.

3.3. Service Provider Requirements

Service Provider responsibilities and/or requirements in support of this Agreement include: Training of client staff on features and functionality of software upon initial purchase; via online meeting tool. To provide timely response time for service and support issues initiated by client. Notification of available software upgrades.

3.4. Service Level Reporting

The Service Provider will supply the Client with the following reports on the intervals indicated:

Report Name	Interval
Software Upgrade	TBA as upgrades become available



3.5. Service Requests

In support of services outlined in this Agreement, the Service Provider will respond to service related incidents and/or requests submitted by the Client within the following time frames:

Service	Response Time
Online internet support	http://www.arsonsoftware.com/support/support.asp
User related functionality issues	By telephone and/or email within 24 hours
System conflict related to software	By telephone and/or email within 48 hours
Software not functioning properly	By telephone and/or email within 48 hours

3.6. Service Exceptions

Any deviations from current policies, processes and standards are noted by the following Service Exceptions:

Service	Exception(s)
Telephone Support	Monday – Friday 9:00 AM to 5:00 PM Central Time

I have read and accepted the above terms and conditions.

ALBX Software Solutions:

Address: 319 East Madison
Suite 3E
Springfield, Illinois 62701-3127

Hidalgo County Fire Marshal's Office.
100 E. Cano 2nd Floor
Suite 202
Edinburg, TX 78539

Signature

Name: Lawrence L. Bell

Title: Business Development Manager

Date: _____

Signature

Name: _____

Title: _____

Date: _____



QUOTE/PURCHASE ORDER

To

**Chief Deputy Fire Marshall
Juan Martinez
100 E. Cano 2nd Floor
Suite 202
Edinburg, TX 78539**

Customer #BIZJM04309

Terms

Salesperson Robert W. Englert

Reseller **BIZEXC**

Ship To

Order #	Delivery Via	Routing
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Item	Quantity Ordered	Description	Unit Count	Unit Price	Total Amount
1	1	Fire Files 6.02 License and 12 months of Service Support.	1	\$1098.00	\$1098.00
Total					\$1098.00

Special Instructions:	Date	Approval Signature
	Purchaser Signature	
	Title	

Tommy Urute - Deputy Fire Marshall



AI-15437

10.J.

Renewal/Extension For "Judge Mario E. Ramirez, Jr. Juvenile Justice Center-Pool For Licensed Professional Counselor(s)"

CC CONSENT

Date: 05/19/2009
Submitted By: Vangie Garcia, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

Requesting authority to exercise the option to extend/renew the first year of the additional two (2)-one (1) year option as provided in Contract's #08-132-06-17-Anna Flores and #08-132A-06-17-Amando O. Gonzales for "Judge Mario E. Ramirez, Jr. Juvenile Justice Center-Pool For Licensed Professional Counselor(s)".

BACKGROUND

Renewal/Extension to be effective as of June 17, 2009 with termination date of June 16, 2010.

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-423-60-330-002-0-339
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N
BUDGETARY IMPACT:
Available balance as of 5/14/09 \$42,200.00

Attachments

- Link: [Extension Letters](#)
- Link: [C-08-132-06-17-ANNA FLORES CONTRACT](#)
- Link: [C08-132A-06-17-AMANDO GONZALEZ CONTRACT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	05/13/2009 02:58 PM	APRV
2	Budget & Management	Veronica Lopez	05/13/2009 04:04 PM	APRV
3	Perla Lopez	Perla Lopez	05/14/2009 10:19 AM	APRV
4	Auditor's Office		05/15/2009 05:53 PM	NEW

Form Started By: Vangie Garcia
Started On: 05/12/2009 01:15 PM

Final Approval Date: 05/15/2009



PURCHASING DEPARTMENT
County Of Hidalgo

May 11, 2009

Anna Flores, LPC
4622 Combray Drive
San Antonio, Texas 78229


Via e-mail: annaflores1@hotmail.com

Re: Extension of Contract No. 08-132-06-17-Judge Mario E. Ramirez, Jr. Juvenile Justice Center-"Pool For Licensed Professional Counselor(s)"

Dear Ms. Flores:

Commissioners' Court will take applicable action (Tuesday, May 19, 2009) in connection with the option to extend/renew the (first 1st year) of the additional two (2) one (1) year periods as provided in the current service agreement (under the same rates, terms and conditions). Effective date of renew/extension is of June 17, 2009 with termination date of June 16, 2010.

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Tuesday, May 12, 2009, 3:00 p.m., or sooner, via facsimile to (956) 956-318-2629 or email to: evangelina.garcia@co.hidalgo.tx.us

By:  Date: 05/11/09

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 292-7000-Extension 4856. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,



Vangie Y. Garcia/Contract's Manager
Hidalgo County Purchasing Department

xc: file



PURCHASING DEPARTMENT
County Of Hidalgo

May 12, 2009

Amando O. Gonzalez, LPC
216 E. Expressway 83, Ste. H
Pharr, Texas 78577

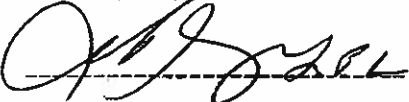
Via e-mail: gonzalezcounseling@sbcglobal.net

Re: Extension of Contract No. 08-132A-06-17-Judge Marlo E. Ramirez, Jr. Juvenile Justice Center-"Pool For Licensed Professional Counselor(s)"

Dear Mr. Gonzalez:

Commissioners' Court will take applicable action (Tuesday, May 19, 2009) in connection with the option to extend/renew the (first 1st year) of the additional two (2) one (1) year periods as provided in the current service agreement (under the same rates, terms and conditions). Effective date of renew/extension is of June 17, 2009 with termination date of June 16, 2010.

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Tuesday, May 12, 2009, 3:00 p.m., or sooner, via facsimile to (956) 956-318-2629 or email to: evangelina.garcia@co.hidalgo.tx.us

By:  Date: 5/12/09

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 292-7000-Extension 4856. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,


Vangie Y. Garcia, Contract's Manager
Hidalgo County Purchasing Department

xc: file

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

Service Contract
C-08-132-06-17

THIS AGREEMENT is made effective the 17th day of June, 2008, by and between **JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER**, a department of **HIDALGO COUNTY, TEXAS**, a political subdivision of the State of Texas (hereinafter “Department”) and Anna Flores, LPC (hereinafter “Licensed Professional Counselor”) to service at the pleasure of the Department.

WITNESSETH:

WHEREAS, Department desires to contract with a person to provide the services necessary to act as a provider of “Licensed Professional Counseling Services” for the youth probationers served by Department (the “Clients”) that are more specifically set forth hereinafter; and

WHEREAS, Contractor has agreed to provide the services enumerated hereinafter for the Department.

NOW, THEREFORE, for the mutual consideration expressed hereinafter, Department and Contractor agree as follows:

1. Contractor agrees to provide to Department and its Clients the services required of a “Licensed Professional Counselor” until replaced by Department. These services include, but are not limited to:

- (a) Conducting “Individual/Family/Group Counseling” appropriate for the needs of each client;
- (b) Conducting “Initial Clinical Intake”;

- (c) Conducting "Psychological Examinations" of the Clients as required by the Department;
- (d) Conducting "Consultation Services" as requested and required on an "As Needed Basis";
- (e) Conducting other evaluations and tests on each Client as required by the Department;
- (f) Interpreting the results of any tests conducted under (a) (b) (c) (d) (e) or (f) stated above and submitting a written report to Department of the results of such tests and examinations, as required by Department;
- (g) Developing, implementing, monitoring and recommending to department appropriate counseling programs for the Client based on Contractor's experience, professional training and personal observations.

All records, notes and/or reports created by Contractor and relating to services provided under this Contract shall be retained by Contractor and relating to services provided under this Contract shall be retained by Contractor for a minimum of three (3) years following the termination of this Contract, and thereafter, until any pending audit or litigation and all questions arising therefrom concerning such records are resolved by a final unappealable determination of any applicable court or agency. Contractor agrees to provide Department, the Texas Juvenile Probation Commission, and their employees, attorneys, and/or independent auditors access to such books and/or records to the extent permitted by any obligation of confidentiality between or among the Client and Contractor.

2. Contractor represent that it employs "Licensed Professional Counselors" licensed by the State of Texas and qualified to perform and execute the services provided above. If any such license is suspended or revoked, this Contract shall automatically be terminated as to such licensed professional counselor and Contractor shall immediately notify the Chief Juvenile Probation Officer of such suspension or revocation. In addition, under Section 236.006, Texas Family Code, Contractor certified that the individual or business entity named in this Contract, bid or application is not ineligible to receive the specified grant, loan or payment and

acknowledges that this Contract may be terminated if this certification is inaccurate.

3. Contractor shall prepare, maintain and submit all records that are designated, required or prescribed by either Department or the Texas Juvenile Probation Commission. In addition, Contractor shall permit Department and the Texas Juvenile Probation Commission to audit or inspect records and reports, review services and/or evaluate the performance of the services provided hereunder at any time. Contractor shall provide reasonable access to all records, books, reports and other pertinent data and information needed to accomplish reviews of activities, services and expenditures of the Department.

4. Contractor shall adopt and implement workplace guidelines concerning persons with AIDS and HIV infection and shall develop and implement guidelines regarding confidentiality of AIDS and HIV-related medical information for employees of Contractor and for Clients, inmates, patients and/or residents served by Contractor.

5. As consideration for the above and forgoing, Contractor shall submit a monthly billing statement to the Department (P.O. Box 267, Edinburg, Texas 78540). Said statement must provide an itemized list of services rendered to Department during the statement period, based on the following schedule of fees:

- a) Individual Counseling Fee Per Hour – \$85.00 Maximum/Per Hour/Per Individual
- b) Family Counseling Fee Per Hour – \$85.00 Maximum/Per Hour/Per Family
- c) Group Counseling Fee Per Hour – \$28.00 Maximum/Per Hour/Per Individual/Per Group
- d) Initial Intake Fee Per Hour – \$135.00 Maximum/Per Hour/Per Intake
- e) Court Fee Cost Per Hour – \$80.00 Maximum/Per Hour
- f) Consultation Fee Per Hour – \$50.00 Maximum/Per Hour

Upon receipt of said statement, Department shall submit a requisition for payment of said

services in the customary manner provided for payments utilized by Hidalgo County, Texas. Department will notify Contractor when state funds are used to pay for services. Contractor will account separately for the receipt and expenditure of state funds received from Department. Contractor will comply with Department's specified accounting, reporting, and auditing requirements applicable to any state funds paid to Contractor under this Contract. In any event, Contractor agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Contract and to keep adequate books and records of all such receipts and/or expenditures.

6. Contractor must comply with all applicable Department and Hidalgo County policies and with any applicable federal, state, or local laws, regulations, orders or ordinances applicable to the services provided by Contractor under this Contract. Notwithstanding the foregoing sentence, Contractor represents and maintains that it is an independent contractor and is not an employee of Department, Hidalgo County, Texas, or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Department, Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Contractor agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

7. Department and Contractor agree that either party may terminate this contract at any time for any reason or no reason at all upon the giving of thirty (30) days prior written notice to the other party.

8. Department hereby notifies Contractor that this Contract may be wholly or partially funded with state grant funds and as such, this Contract shall be subject to termination without

penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature.

9. Contractor agrees to provide liability insurance covering its activities in providing the Services for Department in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish County a certificate issued by the professional liability insurance insurer that such insurance is in full force and effect. In addition, Contractor agrees to hold County harmless for any and all claims arising out of any activity conducted by Contractor in providing services under this Contract.

10. Except as otherwise herein provided, Contractor may not assign the obligations or rights under this Contract to any person without the prior written consent of Department.

11. It is intended that the "Term" of the contract will be for an initial period of one (1) year, with County's option to renew/extend for an additional two (2), one (1) year terms, under the same rates, terms and conditions. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next term, under the same rates, terms and conditions.

12. Contractor agrees to abide by all appropriate performance standards and sanctions and/or penalties that may be imposed by Department, the Texas Juvenile Probation Commission, and/or the Criminal Justice Division, Office of the Governor pursuant to contracts and/or grant arrangements with such entities, if any.

13. Nothing in this Contract shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Contract and any present or future law, ordinance or administrative, executive or judicial regulation, order or

decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Contract shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

14. Department will conduct regular financial and programmatic monitoring of Contractor if Contractor is paid in whole or in part with state funds to ensure performance of and compliance with contractual provisions between Department and Contractor. If required by the Texas Juvenile Probation Commission, Department will complete and Contractor will cooperate with Department, upon request by Department, in furnishing such information and documentation as Department may require in completing the Texas Juvenile Probation Commission Private Service Provider Contractual Monitoring and Evaluation Report to monitor Contractor's compliance with contractual requirements. If Contractor fails to deliver quality service, fails to achieve the defined goals, outcomes, strategies and outputs set by Department, or if Contractor fails to comply with any conditions in this Contract, then Department shall have the right to terminate this Contract upon the giving of ten (10) days prior written notice to Contractor.

15. No waiver by Department of any breach of any provision of this Contract shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

16. This Contract contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreements in connection with this Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by Department and Contractor, and not otherwise.

17. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

18. Except as may be otherwise specifically provided in this Contract, all notices, demands, requests or communications required or permitted hereunder shall in writing and shall either be (i) personally delivered against written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Department: Judge Mario E. Ramirez, Jr. Juvenile Justice Center
Attention: Israel "Buddy" Silva, Jr.
P.O. Box 267
Edinburg, Texas 78540

If to Contractor: Anna Flores, LPC
4622 Cambray Drive
San Antonio, Texas 78229

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

19. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Contract.

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

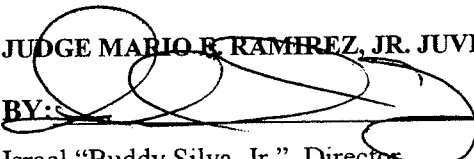
21. All pronouns used in this Contract shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may appropriate.

22. The execution and performance of this Contract by Department and Contractor have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes the valid and enforceable obligations of Department and Contractor in accordance with its terms.


EXECUTED as of the day and year first written above.

DEPARTMENT:

JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER

BY:  DATE: 7-7-08
Israel "Buddy Silva, Jr.", Director
and Chief Juvenile Probation Officer

JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER

BY:  DATE: 7/17/08
Hon. Mario E. Ramirez, Jr., 332nd District Court
Juvenile Department Overseer

CONTRACTOR:

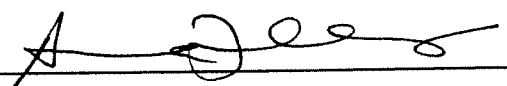
BY:  DATE: 07/07/08

EXHIBIT “A”

SPECIFICATIONS/REQUIREMENTS/SCOPE OF SERVICES

JUDGE MARIO E. RAMIREZ, JR.-JUVENILE JUSTICE CENTER
“POOL FOR LICENSED PROFESSIONAL COUNSELOR(S)”

SCOPE OF SERVICES:

1. Have experience in counseling intervention juvenile age population, parents, group, etc.;
2. Be familiar with the rules, procedures and practices of the “Juvenile Intervention” programs;
3. Experience with providing counseling services with other “Juvenile Probation” entities;
4. Knowledge of family techniques;
5. Knowledge of juvenile techniques;
6. Knowledge of behavior modification and applied behavior modification;
7. Understanding of effective counseling strategies utilized to counsel juveniles, parents, group;
8. Each juvenile, parent, group shall remain in program until successful completion;
9. Progress report(s) required to be submitted to “Chief Probation Officer” of the “Judge Mario E. Ramirez Juvenile Justice Center” and/or designee;
10. Must submit copies of their credentials, license(s), qualifications;
11. Any/All submitting a response are subject to criminal history and background checks;
12. Required to submit outlines of Counseling Services to be provided. Such detail is required for “Judge Mario E. Ramirez, Jr. Juvenile Justice Center” to understand the content, progression of submittal’s understanding of mythology;
13. To provide services in the language of literacy and understanding of the juvenile, parent, group, etc.;
14. Licensed Counselor(s) may be called to testify in a “Juvenile Court of Law”;
15. Shall provide a written plan of service(s) regarding the prescribed counseling services for juveniles, parents, group;
16. Services must be provided on an “As Needed Basis”, upon request and approval by “Chief Probation Officer” of the “Judge Mario E. Ramirez, Jr. Juvenile Justice Center”;
17. An “Pre-Assessment” and “Final Assessment” study plan shall be submitted with a summary report upon request at any time by the “Chief Probation Officer” and/or the Court; the report shall identify progress or lack of progress that is based on clearly specified criteria, refusal or failure to attend or participate in treatment services, failing to abide by the client’s treatment’s plans and/or contracts, or any disclosures regarding action plan shall be provided for any areas in which the individual is not progressing;
18. The “License Professional Counselor” must be available to communicate and staff cases with the “Chief Probation Officer” of the “Judge Mario E. Ramirez, Jr. Juvenile Justice Center”;
19. Explain how a diagnosis is determined and how recommendations are made;
20. Provide a sample of such plan for counseling service(s) to a juvenile, parent, group, before services begin and after services have been completed;
21. License Professional Counselor(s) with preferred experience in the following:
 - i. criminal/gang orientation
 - ii. aggressive behavior
 - iii. lack of victim empathy
 - iv. substance abuse
 - v. educational issues
 - vi. issues with authority
 - vii. lack of pro social values
 - viii. emotional/mental health disorders
 - ix. impulsive-aggressive behaviors
 - x. low intellectual capacity
 - xi. educational issues
 - xii. chaotic home environment

And including the “Best And Final” discussion of additional items as follows:

22. Understanding of the Counseling to be for juveniles (Individual), group, per parent, per family, per hour;
 23. Consultation to director (Mr. Silva), probation officers of the "Juvenile Justice Center" regarding sessions on juveniles;
 24. Discussed "License Professional Counselor's" staff;
 25. Referrals on setup written plan for juveniles would be handled and assigned to "Licensed Professional Counselor" by the director (Mr. Silva);
 26. Consulting Fee must be pro-rated when calling in to consult with department;
 27. Any/all documentation must be provided when submitting invoice(s) for payment;
 28. On "No Shows", the department will not be financially responsible for missed appointments/no shows.
-

EXHIBIT “B”

PAYMENT SCHEDULE/BEST AND FINAL OFFER

Request for Proposal
"JUDGE MARIO E. RAMIREZ, JR. JUSTICE CENTER -
POOL FOR LICENSE PROFESSIONAL COUNSELOR(S)"

RFP NO: 2008-132-04-30-VYG

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned proposer proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned proposer further agrees, upon acceptance of its proposal, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Proposer acknowledges receipt of all of the pages of the documents referenced in the Request for Proposal Checklist presented in connection with this procurement. Proposer understands that Hidalgo County reserves the right to reject any or all proposals and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

~~Proposer agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving proposals, as contained in the Requirements.~~

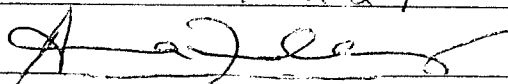
Respectfully submitted,

Proposer: Anna Flores

Address: 4622 Cambrey Drive

San Antonio, Texas

78229

By: 

Printed Name: Anna Flores

heartbeat rate. By the use of a mechanical device, indications of moment-to-moment variations in bodily function can be observed and monitored by the individual. The therapist may provide some reward for desirable changes, such as a decrease in muscle tension or blood pressure. These types of intervention work well with clients who have anxiety, continuous behavior problems, anger issues, etc.

Proposer's Fee Schedule

- Initial Assessment & Evaluation Services = \$150.00 per hour
- Individual Psychotherapy Intervention = \$100.00
- Family and/or Group Intervention = \$125.00
- Consultation = \$50.00 per hour

The above-mentioned fees are standard among most insurance agencies and private practice sectors.

Insurance Requirements Acknowledgment

Document is attached.

Project Requirements Acknowledgement

Document is attached.

Conflict of Interest Questionnaire

Document is attached.

Proposer's Affidavit

Document is attached.

Proposer's/Vendor Application

Document is attached.

HUB Declaration

Document is attached.

Form W-9

Document is attached.

Certification Regarding Debarment, Suspension Ineligibility

Document is attached.

Request for Proposal

Document is attached.

**2nd CORRECTED/MODIFIED
MEMORANDUM
(IMMEDIATE REVIEW AND RESPONSE REQUIRED)**

To: Anna Flores, License Professional Counselor

From: Vangie Y. Garcia, Buyer II for:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Date: June 11, 2008

Re: Best and Final Offer -RFP NO: 2008-132-04-30-VYG-Pool For License Professional Counselor(s)

Pursuant to "Friday's meeting date of June 6, 2008", a discussion was initiated regarding any concerns and/or questions in connection with the above-referenced project. Hidalgo County Judge Mario E. Ramirez, Juvenile Justice Center's Chief Probation Officer, Israel (Buddy) Silva, discussed what the project and services entailed along with negotiations on proposals that were submitted. Please review discussed and approved details as follows:

- a) Director (Mr. Silva) discussed the rules, procedures, practices, regarding the "Juvenile Program";
- b) Understanding of the Counseling to be for juveniles (Individual), group, per parent, per family, per hour;
- c) Consultation to director (Mr. Silva), probation officers of the "Juvenile Justice Center" regarding sessions on juveniles;
- d) Discussed "License Professional Counselor's" staff;
- e) Referrals on setup written plan for juveniles would be handled and assigned to "License Professional Counselor" by the director (Mr. Silva);
- f) Consulting Fee must be pro-rated when calling in to consult with department;
- g) Any/all documentation must be provided when submitting invoice(s) for payment;
- h) On "No Shows", the department will not be financially responsible for missed appointments/no shows.
- i) The negotiated and approved proposed fee schedule as follows:
 - a) Individual Counseling Fee Per Hour - \$85.00/Per Hour/Per Individual
 - b) Family Counseling Fee Per Hour - \$85.00/Per Hour/Per Family
 - c) Group Counseling Fee Per Hour - \$28.00/Per Hour/Per Individual/Per Group
 - d) Initial Clinical Intake Fee Per Hour - \$135.00/Per Hour/Per Intake
 - e) Court Fee Cost Per Hour - \$80.00/Per Hour
 - f) Consultation Fee Per Hour - \$50.00/Per Hour


Hidalgo County - Judge Mario E. Ramirez Jr. Juvenile Justice Center is requesting for consideration on the "Best and Final Offer Fee Schedule" as discussed and agreed by all parties for the proposed scope of work and services for the above-referenced project.

We request that you submit your approval on the negotiated "Best And Final Offer Fee Schedule" by 1:00 p.m., Wednesday, June 11, 2008 or sooner, in order to proceed forward.

If you have any questions, please call me at (956) 292-7000-Extension 4856. Thank you.

Approve: X

Disapprove: _____

Authorized Signature: 

Title: Licensed Professional Counselor

Printed Name: Anna Flores

Date: 06/11/08

EXHIBIT “C”

INSURANCE REQUIREMENTS

EVEREST NATIONAL INSURANCE COMPANY

EVEREST

MENTAL HEALTH PRACTITIONER'S PROFESSIONAL LIABILITY DECLARATIONS OCCURRENCE POLICY			
Policy Number : 2200020679-081			
Renewal of Number:			
Item 1. Named Insured and Mailing Address Anna Flores 4622 Cambray San Antonio, TX 78229			Broker Name and Address ROCKPORT INSURANCE ASSOC P.O. BOX 1809 ROCKPORT, TEXAS 78381-1809 1-800-423-5344
Item 2. Additional Insureds Judge Mario E Ramirez , Juvenile Justice Center 1001 N. Doolittle Rd Edinburg, TX 78540			
Item 3. Policy Period From: 6/27/2008 To: 6/27/2009 at 12:01 A.M., Standard Time at the insured's mailing address shown above.			
Item 4. Description of Business: Form of Business: <input checked="" type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Joint Venture <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Trust <input type="checkbox"/> Organization, including a Corporation (but not including a Partnership, Joint Venture or Limited Liability Company) Business Description: Mental Health Practitioner(s)			
Item 5. Limits of Insurance and Regulatory Defense Amount \$ 3,000,000 AGGREGATE LIMIT \$ 1,000,000 EACH WRONGFUL ACT LIMIT \$ 1,000,000 EACH OCCURRENCE LIMIT - PREMISES LIABILITY \$ 25,000 SEXUAL MISCONDUCT AGGREGATE LIMIT \$ 5,000 REGULATORY DEFENSE AMOUNT			
Item 6. In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.			
Premium Schedule			
CLASSIFICATION	NUMBER	RATE	ANNUAL PREMIUM
M1	1	\$188.00	\$188.00
ADDL INSD	1	50.00	50.00
Territory 03			
Total Premium			\$238.00
Item 6. Forms and Endorsements Form(s) and Endorsement(s) made a part of this policy at time of issue: EDEC 134 09 01, EEO 00 507 09 01, EIL 00 515 03 07, IL 00 17 11 98, IL 02 75 07 02,			

THIS DECLARATIONS, TOGETHER WITH THE COMMON POLICY CONDITIONS AND COVERAGE FORM AND ANY ENDORSEMENT(S), COMPLETE THE ABOVE NUMBERED POLICY.

FOR MORE INFORMATION OR TO MAKE A COMPLAINT, CALL 1-800-423-5344



AUTHORIZED REPRESENTATIVE
(or countersignature where applicable)

Liberty Mutual **CERTIFICATE OF AUTOMOBILE INSURANCE**

THIS IS TO CERTIFY THAT the named insured is at the date of this certificate insured by the company with respect to the automobiles hereinafter described for the types of insurance and respective coverages hereinafter designated by entry of the limits of liability or a statement that the coverage is in effect and in accordance with the provisions of the Automobile Policy in use by said company.

This Certificate of Insurance neither affirmatively or negatively amends, extends or alters the coverage afforded by the policy.

Named Insured ANNA FLORES
Address 1633 CAMBRAY DR SAN ANTONIO TX 78229 5014

Policy Number ART-298-081373-70 **Effective Date** 01/25/08 **Expiration Date** 01/26/09

Coverages	PART A	PART B	PART D - DAMAGE TO YOUR AUTO COVERAGE	
	LIABILITY COVERAGE	MEDICAL PAYMENTS COVERAGE	COVERAGE FOR LOSS CAUSED BY COLLISION INCLUDED	Loss Caused by Collision
Limits of Liability	500/500/500		YES	<small>*ACV Indicates Actual Cash Value</small> <small>ACV less 1,000 Deductible</small>

***Includes** Accidental Death Benefit: \$ Production Against Uninsured Motorists: Cash Named Insured: Each Per. \$ Cash Acc.
Medical Expense NO

POLICY INCLUDES: BASIC NO-FAULT COVERAGE OPTIONAL NO-FAULT COVERAGE

Year of Model	Trade Name	Body Type	Identification or Serial Number
2006	MRBZ	C230 SPORT	WDDRF52H06F737175

Such insurance as is afforded under the Liability Coverage of the policy shall also apply, with respect to covered autos, to each interest hereinafter named, as an insured; but such inclusion of additional interest or interests shall not operate to increase the limit of the company's liability.

Name HIDALGO COUNTY JUVENILE JUSTICE CENTER
Street Address 1000 N DOOLITTLE RD
City EDINBURG **State** TX **Zip** 78540

Such insurance as is afforded by the policy for loss of or damage to the automobile is payable, as interest may appear, to the named insured and the Loss Payee indicated below in accordance with terms of the Loss Payable Clause on the reverse side hereof:

Term of Loan: From: PRESENT To: 02/28/12

The insurance described herein is in effect on the date of this certificate and shall remain in force until canceled in accordance with the terms of the policy.

- Liberty Mutual Fire Insurance Company
- Liberty Mutual Insurance Company
- LM Insurance Corporation
- Liberty Insurance Corporation
- The First Liberty Insurance Corporation
- Liberty County Mutual Insurance Company

LOSS PAYER AND ADDRESS

SECURITY SERVICES FCU
 PO BOX 792510
 SAN ANTONIO TX 78279

Dustin P. Long SECRETARY *Kathy...* PRESIDENT

Dated 6/27/2008 At R. CASTLE/CRC

Countersigned _____
 Signature of Authorized Representative

Insurance Requirement Acknowledgment

I, Anna Flores, authorized representative for Self,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;
- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): \$ _____

Automobile Liability: \$ _____ General Liability: \$ _____

- have already been met, see attached copy of insurance certificate.

Anna Flores

Authorized Representative

04/28/08
Date

Notice to Proposer/Applicant:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, Anna Flores, possess all of the **APPLICABLE**:

1. Licenses: TX License # 58138
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

*** Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.**


Authorized Signature

04/28/08
Date

Company

4622 Cambrey Drive
Address

San Antonio, TX 78229
City, State, Zip



Texas State Board of Examiners of Professional Counselors

DOES HEREBY CERTIFY THAT

Anna Flores, M.A.

meets the qualifications established in Texas Occupations Code, Chapter 503 to practice the profession of counseling and is authorized to employ the title

Licensed Professional Counselor

in the State of Texas, so long as this certificate is not revoked or suspended and is renewed according to applicable law and rules.



Texas State Board of Examiners
of Professional Counselors

certifies that the person identified below is a

Licensed Professional Counselor
Anna Flores, M.A.

License Number 58138

Control Number 216056

Expires 6/30/2008

Anna Flores
Counselor

Judith D Powell

Judith Powell, Presiding Officer

EXHIBIT “D”

CIQ Conflict Of Interest

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a)

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor

OFFICE USE ONLY

Date received

1 Name of person who has a business relationship with local governmental entity.

N/A

2 Check this box if you are filing an update to a previously filed questionnaire.

Empty checkbox

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes checkbox

No checkbox

B Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes checkbox

No checkbox

C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes checkbox

No checkbox

D Describe each employment or business relationship with the local government officer named in this section

4

Signature of person doing business with the governmental entity

Date

EXHIBIT “E”

Proposer’s Affidavit

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, Anna Flores, being first duly sworn, deposes that:

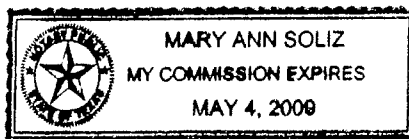
- (1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.
- (2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.
- (3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County County Commissioner's Court.
- (4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title: A Flores, LPC

Subscribed and sworn to before me this 28th day of April, 2008.

Mary Ann Soliz
Notary Public

My commission expires: May 4, 2009.



**VENDOR
APPLICATION**

HIDALGO COUNTY PURCHASING DEPARTMENT Proposer/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629,
in person or regular mail to: 2802 South Hwy 281, Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name:	Telephone No. (210) 262-1300		
dba Name:			
Legal Name:	Anna Flores		
Mailing Address:	9622 Cambay Drive Fax No. (210) 593-4434		
Physical Address:			
City, State, Zip	San Antonio, TX Tax I.D. No.		
Remit to Address:	City, State, Zip		
E-Mail Address:	anna.flores4@hotmail.com		
Representative(s) Name(s) & Title(s)	Anna Flores, Licensed Professional Counselor		
Type of Organization (check one):	<input checked="" type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> LLC <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Other, Specify _____		
State Identification No.	(Please attached completed W-9 form with this application)		
Federal Identification No. or (if individual) SS No.			
State of Incorporation:	Date: _____ Other: _____		
Type of Business (check one):	<input type="checkbox"/> Manufacturer <input type="checkbox"/> Wholesaler <input type="checkbox"/> Retailer <input type="checkbox"/> Broker <input type="checkbox"/> Distributor <input type="checkbox"/> Service Organization <input checked="" type="checkbox"/> Other, Specify <u>Counseling</u>		
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts: Anna Flores			
Small and/or Disadvantaged Business Information (check application criteria) <table style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> Small Business: <input type="checkbox"/> Less than 125,000 annual gross receipt <input type="checkbox"/> Less than 250,000 annual gross receipt <input type="checkbox"/> Less than 499,000 annual gross receipt <input type="checkbox"/> More than 500,000 annual gross receipt </td> <td style="width: 50%; vertical-align: top;"> Disadvantaged Business (At Least 51% Ownership) <input type="checkbox"/> Black American <input type="checkbox"/> Native American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Women <input type="checkbox"/> Asian Pacific American <input type="checkbox"/> Other </td> </tr> </table>		Small Business: <input type="checkbox"/> Less than 125,000 annual gross receipt <input type="checkbox"/> Less than 250,000 annual gross receipt <input type="checkbox"/> Less than 499,000 annual gross receipt <input type="checkbox"/> More than 500,000 annual gross receipt	Disadvantaged Business (At Least 51% Ownership) <input type="checkbox"/> Black American <input type="checkbox"/> Native American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Women <input type="checkbox"/> Asian Pacific American <input type="checkbox"/> Other
Small Business: <input type="checkbox"/> Less than 125,000 annual gross receipt <input type="checkbox"/> Less than 250,000 annual gross receipt <input type="checkbox"/> Less than 499,000 annual gross receipt <input type="checkbox"/> More than 500,000 annual gross receipt	Disadvantaged Business (At Least 51% Ownership) <input type="checkbox"/> Black American <input type="checkbox"/> Native American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Women <input type="checkbox"/> Asian Pacific American <input type="checkbox"/> Other		
Have you been certified as a HUB or an MBE/WBE source?: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Indicate Certification No.(s): _____ or are Certificate(s) attached?: <input type="checkbox"/> Yes <input type="checkbox"/> No			
What type of product(s) is/are solicited by your company?: <u>Counseling Services</u>			
Would you like to be provided with specifications for procurements of such products?: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
To Be Completed by the County: Rec'd by (Purchasing): _____ Date Rec'd by (Purchasing): _____ Date Forwarded Information to Auditor's Office: _____ Entry Date: _____ Vendor No.: _____			

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: Yes No

If yes, by whom?: Texas Building & Procurement Commission Other _____

Indicate Certification No(s): _____ or Are Certificate(s) Attached?: Yes No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: _____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: () _____
Subcontract Amount: \$ _____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: () _____
Subcontract Amount: \$ _____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: () _____
Subcontract Amount: \$ _____ Description of Work to be Performed: _____



W-9 FORM

**request for Taxpayer
 Identification Number and Certification**

Give form to the
 requester. Do not
 send to the IRS.

Name (as shown on your income tax return)
Anna Flores

Business name, if different from above

Check appropriate box: Individual Sole proprietor Corporation Partnership Other Exempt from backup withholding

Address (number, street, and apt. or suite no.)
4622 Cambrey Drive

City, state, and ZIP code
San Antonio, TX 78229

List account number(s), if any (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
416122113141312

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person [Signature] Date 04/28/08

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding,
- or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States.
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

DEBARMENT

**Certification
Regarding Debarment, Suspension Ineligibility**

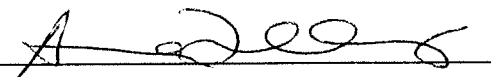
As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default.

Signature: 

Print Name: Anna Flores

Title: Licensed Professional Counselor

Telephone Number: 210-262-1300

Date: 04/28/08

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

3. **A. Presentation for discussion, consideration, acceptance and approval of Application for Payment No 1 (final) in the amount of \$71,270.10 and Application for Payment No 2 (Retainage) in the amount of \$7,918.90 from Sascon, Inc, contracted vendor for Roadrunner No 2 Subdivision submitted by engineer R. Gutierrez Engineering Corporation. C-CAP-07-030-O11-06;**

On motion of Commissioner Flores, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval.

- B. Requesting approval of Certificate of Construction Completion submitted by project engineer R. Gutierrez Engineering Corporation reflecting the completion date of April 24, 2008 for Roadrunner No 2 Subdivision with contractor Sascon Inc. C-CAP-07-030-011-06**

On motion of Commissioner Flores, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval.

F. Juvenile Probation

1. **A. Presentation for discussion, consideration, acceptance, and approval of the qualifying participants submitting responses to establish the "pool" for "Licensed Professional Counselors" to provide necessary/required services on an as needed basis for Hidalgo County at the Judge Mario E. Ramirez, Jr. Juvenile Justice Center- RFP NO: 2008-132-04-30-VYG;**

On motion of Commissioner Flores, seconded by Judge Salinas, the Court made a UNANIMOUS vote of approval.

-
- B. Presentation for discussion, consideration, and approval of the final negotiated contracts for RFP NO: 2008-1 32-04-30-VYG-Hidalgo County-Judge Mario E. Ramirez, Jr.-Juvenile Justice Center-Pool For Licensed Professional Counselor(s) with the qualified firms (if approved) on the "pool" approved in previous item;**

On motion of Commissioner Flores, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval.

- C. Requesting authority to advertise and approval of qualifications, requirements, and scope of services as attached hereto for: RFP-Hidalgo County-Judge Mario E. Ramirez, Jr. -Juvenile Justice Center-Pool For Licensed Professional Counselor(s), for the purposes of expanding the "Licensed Professional Counselor(s) Pool".**

On motion of Commissioner Handy, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval.

2. **Requesting authority to exercise the option to extend/renew the first year of three (3)-one (1) year extension options as provided under the current agreement with "Southwest Key Program" for Hidalgo County Juvenile Justice Alternative Education Program, under the same rates, terms and conditions.**

On motion of Commissioner Flores, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval.

AI-9778

17.H.2.

**Pool Of Licensed Professional Counselor(s)
CC REGULAR**

Date: 06/17/2008

Submitted By: Vangie Garcia, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department **Purchasing only:** Juvenile Probation

Information

CAPTION

A. Presentation for discussion, consideration, acceptance, and approval of the qualifying participants submitting responses to establish the "pool" for "Licensed Professional Counselors" to provide necessary/required services on an as needed basis for Hidalgo County at the Judge Mario E. Ramirez, Jr. Juvenile Justice Center- RFP NO: 2008-132-04-30-VYG;

B. Presentation for discussion, consideration, and approval of the final negotiated contracts for RFP NO: 2008-132-04-30-VYG-Hidalgo County-Judge Mario E. Ramirez, Jr.-Juvenile Justice Center-Pool For Licensed Professional Counselor(s) with the qualified firms (if approved) on the "pool" approved in previous item;

C. Requesting authority to advertise and approval of qualifications, requirements, and scope of services as attached hereto for: RFP-Hidalgo County-Judge Mario E. Ramirez, Jr.-Juvenile Justice Center-Pool For Licensed Professional Counselor(s), for the purposes of expanding the "Licensed Professional Counselor(s) Pool" .

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008

ACCT. #: 1100-423-60-330-002-0-339

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Attachments

Link: [Amado O. Gonzalez Contract Document](#)

Link: [Anna Flores Contract Document](#)

Link: [Participation Log](#)

Link: [Exhibit A Requirements](#)

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

Service Contract
C-08-132A-06-17

THIS AGREEMENT is made effective the 17th day of June, 2008, by and between **JUDGE MARIO E. RAMIREZ, JR JUVENILE JUSTICE CENTER**, a department of **HIDALGO COUNTY, TEXAS**, a political subdivision of the State of Texas (hereinafter “Department”) and Amando O. Gonzalez, LPC (hereinafter “Licensed Professional Counselor”) to service at the pleasure of the Department.

WITNESSETH:

WHEREAS, Department desires to contract with a person to provide the services necessary to act as a provider of “Licensed Professional Counseling Services” for the youth probationers served by Department (the “Clients”) that are more specifically set forth hereinafter; and

WHEREAS, Contractor has agreed to provide the services enumerated hereinafter for the Department.

NOW, THEREFORE, for the mutual consideration expressed hereinafter, Department and Contractor agree as follows:

1. Contractor agrees to provide to Department and its Clients the services required of a “Licensed Professional Counselor” until replaced by Department. These services include, but are not limited to:
 - (a) Conducting “Individual/Family/Group Counseling” appropriate for the needs of each client;
 - (b) Conducting “Initial Clinical Intake”;

- (c) Conducting "Psychological Examinations" of the Clients as required by the Department;
- (d) Conducting "Consultation Services" as requested and required on an "As Needed Basis";
- (e) Conducting other evaluations and tests on each Client as required by the Department;
- (f) Interpreting the results of any tests conducted under (a) (b) (c) (d) (e) or (f) stated above and submitting a written report to Department of the results of such tests and examinations, as required by Department;
- (g) Developing, implementing, monitoring and recommending to department appropriate counseling programs for the Client based on Contractor's experience, professional training and personal observations.

All records, notes and/or reports created by Contractor and relating to services provided under this Contract shall be retained by Contractor and relating to services provided under this Contract shall be retained by Contractor for a minimum of three (3) years following the termination of this Contract, and thereafter, until any pending audit or litigation and all questions arising therefrom concerning such records are resolved by a final unappealable determination of any applicable court or agency. Contractor agrees to provide Department, the Texas Juvenile Probation Commission, and their employees, attorneys, and/or independent auditors access to such books and/or records to the extent permitted by any obligation of confidentiality between or among the Client and Contractor.

2. Contractor represent that it employs "Licensed Professional Counselors" licensed by the State of Texas and qualified to perform and execute the services provided above. If any such license is suspended or revoked, this Contract shall automatically be terminated as to such licensed professional counselor and Contractor shall immediately notify the Chief Juvenile Probation Officer of such suspension or revocation. In addition, under Section 236.006, Texas Family Code, Contractor certified that the individual or business entity named in this Contract, bid or application is not ineligible to receive the specified grant, loan or payment and

acknowledges that this Contract may be terminated if this certification is inaccurate.

3. Contractor shall prepare, maintain and submit all records that are designated, required or prescribed by either Department or the Texas Juvenile Probation Commission. In addition, Contractor shall permit Department and the Texas Juvenile Probation Commission to audit or inspect records and reports, review services and/or evaluate the performance of the services provided hereunder at any time. Contractor shall provide reasonable access to all records, books, reports and other pertinent data and information needed to accomplish reviews of activities, services and expenditures of the Department.

4. Contractor shall adopt and implement workplace guidelines concerning persons with AIDS and HIV infection and shall develop and implement guidelines regarding confidentiality of AIDS and HIV-related medical information for employees of Contractor and for Clients, inmates, patients and/or residents served by Contractor.

5. As consideration for the above and forgoing, Contractor shall submit a monthly billing statement to the Department (P.O. Box 267, Edinburg, Texas 78540). Said statement must provide an itemized list of services rendered to Department during the statement period, based on the following schedule of fees:

- a) Individual Counseling Fee Per Hour – \$85.00 Maximum/Per Hour/Per Individual
- b) Family Counseling Fee Per Hour – \$85.00 Maximum/Per Hour/Per Family
- c) Group Counseling Fee Per Hour – \$28.00 Maximum/Per Hour/Per Individual/Per Group
- d) Initial Intake Fee Per Hour – \$135.00 Maximum/Per Hour/Per Intake
- e) Court Fee Cost Per Hour – \$80.00 Maximum/Per Hour
- f) Consultation Fee Per Hour – \$50.00 Maximum/Per Hour

Upon receipt of said statement, Department shall submit a requisition for payment of said

services in the customary manner provided for payments utilized by Hidalgo County, Texas.

Department will notify Contractor when state funds are used to pay for services. Contractor will

account separately for the receipt and expenditure of state funds received from Department.

Contractor will comply with Department's specified accounting, reporting, and auditing requirements applicable to any state funds paid to Contractor under this Contract. In any event,

Contractor agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Contract and to keep adequate books and records of all such receipts and/or expenditures.

6. Contractor must comply with all applicable Department and Hidalgo County policies and with any applicable federal, state, or local laws, regulations, orders or ordinances applicable to the services provided by Contractor under this Contract. Notwithstanding the foregoing sentence, Contractor represents and maintains that it is an independent contractor and is not an employee of Department, Hidalgo County, Texas, or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of

Department, Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Contractor agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

7. Department and Contractor agree that either party may terminate this contract at any time for any reason or no reason at all upon the giving of thirty (30) days prior written notice to the other party.

8. Department hereby notifies Contractor that this Contract may be wholly or partially funded with state grant funds and as such, this Contract shall be subject to termination without

penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature.

9. Contractor agrees to provide liability insurance covering its activities in providing the Services for Department in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish County a certificate issued by the professional liability insurance insurer that such insurances is in full force and effect. In addition, Contractor agrees to hold County harmless for any and all claims arising out of any activity conducted by Contractor in providing services under this Contract.

10. Except as otherwise herein provided, Contractor may not assign the obligations or rights under this Contract to any person without the prior written consent of Department.

11. It is intended that the "Term" of the contract will be for an initial period of one (1) year, with County's option to renew/extend for an additional two (2), one (1) year terms, under the same rates, terms and conditions. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next term, under the same rates, terms and conditions.

12. Contractor agrees to abide by all appropriate performance standards and sanctions and/or penalties that may be imposed by Department, the Texas Juvenile Probation Commission, and/or the Criminal Justice Division, Office of the Governor pursuant to contracts and/or grant arrangements with such entities, if any.

13. Nothing in this Contract shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Contract and any present or future law, ordinance or administrative, executive or judicial regulation, order or

decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Contract shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

14. Department will conduct regular financial and programmatic monitoring of Contractor if Contractor is paid in whole or in part with state funds to ensure performance of and compliance with contractual provisions between Department and Contractor. If required by the Texas Juvenile Probation Commission, Department will complete and Contractor will cooperate with Department, upon request by Department, in furnishing such information and documentation as Department may require in completing the Texas Juvenile Probation Commission Private Service Provider Contractual Monitoring and Evaluation Report to monitor Contractor's compliance with contractual requirements. If Contractor fails to deliver quality service, fails to achieve the defined goals, outcomes, strategies and outputs set by Department, or if Contractor fails to comply with any conditions in this Contract, then Department shall have the right to terminate this Contract upon the giving of ten (10) days prior written notice to Contractor.

15. No waiver by Department of any breach of any provision of this Contract shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

16. This Contract contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreements in connection with this Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by Department and Contractor, and not otherwise.

17. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

18. Except as may be otherwise specifically provided in this Contract, all notices, demands, requests or communications required or permitted hereunder shall in writing and shall either be (i) personally delivered against written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Department: Judge Mario E. Ramirez, Jr. Juvenile Justice Center
Attention: Israel "Buddy" Silva, Jr.
P.O. Box 267
Edinburg, Texas 78540

If to Contractor: Amando O. Gonzalez
216 E. Expressway 83, Suite H
Pharr, Texas 78577

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

19. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Contract.

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

21. All pronouns used in this Contract shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may appropriate.

22. The execution and performance of this Contract by Department and Contractor have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes the valid and enforceable obligations of Department and Contractor in accordance with its terms.

EXECUTED as of the day and year first written above.

DEPARTMENT:

JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER

BY: 

DATE: 7-7-08

Israel "Buddy Silva, Jr.", Director
and Chief Juvenile Probation Officer

JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER

BY: 

DATE: 7/7/08

Hon. Mario E. Ramirez, Jr., 332nd District Court
Juvenile Department Overseer

CONTRACTOR:

BY: 

DATE: 7/7/08

EXHIBIT “A”

SPECIFICATIONS/REQUIREMENTS/SCOPE OF SERVICES

**JUDGE MARIO E. RAMIREZ, JR.-JUVENILE JUSTICE CENTER
“POOL FOR LICENSED PROFESSIONAL COUNSELOR(S)”**

SCOPE OF SERVICES:

1. Have experience in counseling intervention juvenile age population, parents, group, etc.;
2. Be familiar with the rules, procedures and practices of the “Juvenile Intervention” programs;
3. Experience with providing counseling services with other “Juvenile Probation” entities;
4. Knowledge of family techniques;
5. Knowledge of juvenile techniques;
6. Knowledge of behavior modification and applied behavior modification;
7. Understanding of effective counseling strategies utilized to counsel juveniles, parents, group;
8. Each juvenile, parent, group shall remain in program until successful completion;
9. Progress report(s) required to be submitted to “Chief Probation Officer” of the “Judge Mario E. Ramirez Juvenile Justice Center” and/or designee;
10. Must submit copies of their credentials, license(s), qualifications;
11. Any/All submitting a response are subject to criminal history and background checks;
12. Required to submit outlines of Counseling Services to be provided. Such detail is required for “Judge Mario E. Ramirez, Jr. Juvenile Justice Center” to understand the content, progression of submittal’s understanding of mythology;
13. To provide services in the language of literacy and understanding of the juvenile, parent, group, etc.;
14. Licensed Counselor(s) may be called to testify in a “Juvenile Court of Law”;
15. Shall provide a written plan of service(s) regarding the prescribed counseling services for juveniles, parents, group;
16. Services must be provided on an “As Needed Basis”, upon request and approval by “Chief Probation Officer” of the “Judge Mario E. Ramirez, Jr. Juvenile Justice Center”;
17. An “Pre-Assessment” and “Final Assessment” study plan shall be submitted with a summary report upon request at any time by the “Chief Probation Officer” and/or the Court; the report shall identify progress or lack of progress that is based on clearly specified criteria, refusal or failure to attend or participate in treatment services, failing to abide by the client’s treatment’s plans and/or contracts, or any disclosures regarding action plan shall be provided for any areas in which the individual is not progressing;
18. The “License Professional Counselor” must be available to communicate and staff cases with the “Chief Probation Officer” of the “Judge Mario E. Ramirez, Jr. Juvenile Justice Center”;
19. Explain how a diagnosis is determined and how recommendations are made;
20. Provide a sample of such plan for counseling service(s) to a juvenile, parent, group, before services begin and after services have been completed;
21. License Professional Counselor(s) with preferred experience in the following:
 - i. criminal/gang orientation
 - ii. aggressive behavior
 - iii. lack of victim empathy
 - iv. substance abuse
 - v. educational issues
 - vi. issues with authority
 - vii. lack of pro social values
 - viii. emotional/mental health disorders
 - ix. impulsive-aggressive behaviors
 - x. low intellectual capacity
 - xi. educational issues
 - xii. chaotic home environment

And including the “Best And Final” discussion of additional items as follows:

22. Understanding of the Counseling to be for juveniles (Individual), group, per parent, per family, per hour;
 23. Consultation to director (Mr. Silva), probation officers of the "Juvenile Justice Center" regarding sessions on juveniles;
 24. Discussed "License Professional Counselor's" staff;
 25. Referrals on setup written plan for juveniles would be handled and assigned to "Licensed Professional Counselor" by the director (Mr. Silva);
 26. Consulting Fee must be pro-rated when calling in to consult with department;
 27. Any/all documentation must be provided when submitting invoice(s) for payment;
 28. On "No Shows", the department will not be financially responsible for missed appointments/no shows.
-

EXHIBIT “B”

PAYMENT SCHEDULE/BEST AND FINAL OFFER

Request for Proposal
"JUDGE MARIO E. RAMIREZ, JR. JUSTICE CENTER -
POOL FOR LICENSE PROFESSIONAL COUNSELOR(S)"

RFP NO: 2008-132-04-30-VYG

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned proposer proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned proposer further agrees, upon acceptance of its proposal, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Proposer acknowledges receipt of all of the pages of the documents referenced in the Request for Proposal Checklist presented in connection with this procurement. Proposer understands that Hidalgo County reserves the right to reject any or all proposals and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Proposer agrees that this proposal shall be good and may not be withdrawn for a period of ~~ninety (90) calendar days after the scheduled closing time for receiving proposals, as contained in the Requirements.~~

Respectfully submitted,

Proposer: Gonzalez Counseling Services

Address: 216 E. Expressway 83, Suite H
Pharr, Texas 78577

By:  LPC

Printed Name: Amando D. Gonzalez, LPC

FEE SCHEDULE

<u>Type of Service</u>	<u>Charge</u>	<u>Units</u>
Individual Counseling	\$70.00	1 Hour (45-50 minutes)
Family Counseling	\$75.00	1 Hour (60 minutes)
Group Counseling	\$20.00	1 Hour (60 minutes) Per Group Member
Couples Counseling	\$75.00	1 Hour (45-60 minutes)
Initial Clinical Intake/ Treatment Planning	\$125.00	
Court Fee:	\$60.00	1 Hour (60 minutes)

2nd CORRECTED/MODIFIED MEMORANDUM (IMMEDIATE REVIEW AND RESPONSE REQUIRED)

To: Armando Gonzalez, License Professional Counselor
Gonzalez Counseling Services

From: Vangie Y. Garcia, Buyer II for:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Date: June 11, 2008

Re: Best and Final Offer -RFP NO. 2008-132-04-30-VYG-Pool For License Professional Counselor(s)

Pursuant to "Friday's meeting date of June 6, 2008", a discussion was initiated regarding any concerns and/or questions in connection with the above-referenced project. Hidalgo County Judge Mario E. Ramirez, Juvenile Justice Center's Chief Probation Officer, Israel (Buddy) Silva, discussed what the project and services entailed along with negotiations on proposals that were submitted. Please review discussed and approved details as follows:

- a) Director (Mr. Silva) discussed the rules, procedures, practices, regarding the "Juvenile Program";
- b) Understanding of the Counseling to be for juveniles (Individual), group, per parent, per family, per hour;
- c) Consultation to director (Mr. Silva), probation officers of the "Juvenile Justice Center" regarding sessions on juveniles;
- d) Discussed "License Professional Counselor's" staff;
- e) Referrals on setup written plan for juveniles would be handled and assigned to "License Professional Counselor" by the director (Mr. Silva);
- f) Consulting Fee must be pro-rated when calling in to consult with department;
- g) Any/all documentation must be provided when submitting invoice(s) for payment;
- h) On "No Shows", the department will not be financially responsible for missed appointments/no shows.
- i) ~~The negotiated and approved proposed fee schedule as follows:~~
 - a) Individual Counseling Fee Per Hour - \$85.00/Per Hour/Per Individual
 - b) Family Counseling Fee Per Hour - \$85.00/Per Hour/Per Family
 - c) Group Counseling Fee Per Hour - \$28.00/Per Hour/Per Individual/Per Group
 - d) Initial Clinical Intake Fee Per Hour - \$135.00/Per Hour/Per Intake
 - e) Court Fee Cost Per Hour - \$80.00/Per Hour
 - f) Consultation Fee Per Hour - \$50.00/Per Hour

Hidalgo County - Judge Mario E. Ramirez Jr. Juvenile Justice Center is requesting for consideration on the "Best and Final Offer Fee Schedule" as discussed and agreed by all parties for the proposed scope of work and services for the above-referenced project.

We request that you submit your approval on the negotiated "Best And Final Offer Fee Schedule" by 1:00 p.m., Wednesday, June 11, 2008 or sooner, in order to proceed forward.

If you have any questions, please call me at (956) 292-7000-Extension 4856. Thank you.

Approved: 

Disapprove: _____

Authorized Signature: _____

Title: Licensed Professional Counselor

Printed Name: Armando Gonzalez

Date: 6/11

EXHIBIT “C”

INSURANCE REQUIREMENTS

EXHIBIT "C"

Insurance Requirements Professional Services (i.e Engineers, Architects)

The proposer/applicant awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer/applicant in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars (\$1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.
2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars (\$300,000.00) per person and Five Hundred Thousand Dollars (\$500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars (\$500,000.00) arising out of the services provided to County hereunder.
3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
4. A Five Hundred Thousand Dollars (\$500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.
5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.



HEALTHCARE PROVIDERS
SERVICE ORGANIZATION
PURCHASING GROUP
CERTIFICATE OF INSURANCE
OCCURRENCE POLICY FORM

Print Date: 11/06/07

Producer	Branch	Prefix	Policy Number	Policy Period
018098	970	HPG	0285306314	from: 12:01 AM Standard Time on: 11/07/07 to: 12:01 AM Standard Time on: 11/07/08
Named Insured and Address:				Program Administrator:
Amando O Gonzalez 1010 Lost Meadows Dr Donna, TX 78537-9536				Healthcare Providers Service Organization 159 East County Line Road Hatboro, PA 19040-1218
Medical Specialty: Licensed Professional Counselor				Insurance Provided by:
Code: 80723				American Casualty Company of Reading, Pennsylvania 333 S. Wabash Avenue, Chicago, IL 60604
COVERAGE PARTS			LIMITS OF LIABILITY	

A. PROFESSIONAL LIABILITY

Professional Liability (PL)	\$ 1,000,000	each claim	\$ 3,000,000	aggregate
Good Samaritan Liability	included above			
Personal Injury Liability	included above			
Malplacement Liability	included above			

B. COVERAGE EXTENSIONS:

License Protection	\$ 10,000	per proceeding	\$ 25,000	aggregate
Defendant Expense Benefit			\$ 10,000	aggregate
Deposition Representation	\$ 2,500	per deposition	\$ 5,000	aggregate
Assault	\$ 0	per incident	\$ 0	aggregate
Medical Payments	\$ 2,000	per person	\$ 100,000	aggregate
First Aid			\$ 2,500	aggregate
Damage to Property of Others	\$ 500	per incident	\$ 10,000	aggregate

C. WORKPLACE LIABILITY

Coverage part C. Workplace Liability does not apply if Coverage part D. General Liability is made part of this policy.

Workplace Liability	included in A. PL limit shown above			
Fire & Water Legal Liability	included in A. PL limit shown above subject to \$150,000 sub-limit			
Personal Liability			\$1,000,000	aggregate

D. GENERAL LIABILITY

Coverage part D. General Liability does not apply if Coverage part C. Workplace Liability is made part of this policy.

General Liability (GL)	none	none		
Hired Auto & Non Owned Auto	none			
Fire & Water Legal Liability	none		none	
Personal Liability			none	

Total Premium: \$ 158.00

QUESTIONS? CALL: 1-800-982-9491

Policy forms and endorsements attached at inception:

G-121500-C G-121503-C G-121501-C G-53752-C42
G-145184-A G-147292-A G-144872-A G-123846-C42

Master Policy # 188711433

Keep this document in a safe place. It and proof of payment are evidence of your insurance coverage.

Irvin H. H.
Chairman of the Board

John M. Z...
Secretary

AUTO POLICY CHANGE REQUEST

POLICY NUMBER: 78A684506
POLICY HOLDER: AMANDO GONZALEZ

DATE PREPARED: 07/29/08
CHANGE EFF DATE: 07/29/08
POLICY EFF DATE: 07/11/08
POLICY EXP DATE: 01/11/09

THE UNDERSIGNED COMPANY AGREES TO EXTEND THE FOLLOWING COVERAGES AS RESPECTS THE DESCRIBED AUTOMOBILE(S) COMMENCING ON THE CHANGE EFFECTIVE DATE INDICATED, PENDING THE ISSUANCE OF A NEW DECLARATION PAGE OR THE EARLIER TERMINATION OF THESE COVERAGES BY THE COMPANY OR THE POLICYHOLDER. THIS EXTENSION OF INSURANCE SHALL BE IN ACCORDANCE WITH THE TERMS OF THE COMPANY'S AUTO INSURANCE POLICIES AND MANUAL OF RATES AND CLASSIFICATIONS APPLICABLE IN THE STATE ON THE CHANGE EFFECTIVE DATE OF THIS CHANGE REQUEST. THIS COVERAGE MAY BE CANCELLED BY THE COMPANY BY MAILING WRITTEN NOTICE TO THE POLICYHOLDER STATING WHEN IN ACCORDANCE WITH ANY STATUTES OR POLICY TERMS SUCH CANCELLATION SHALL BE EFFECTIVE.

COLONIAL COUNTY MUTUAL INSURANCE COMPANY

VEHICLE #1
2006 CHEV COBALT L
1G1A255FX67732648

CUSTOMIZED AMOUNT	1500
BODILY INJURY	25/50
PROPERTY DAMAGE	25011
UNINSURED MOTORIST--BODILY INJURY	25/50
UNINSURED MOTORIST--PROPERTY DAMAGE	25011
COMPREHENSIVE	495
COLLISION	495
ELECTRONIC EQUIPMENT	

CLIENT HOLDER/ADDITIONAL INTEREST/LOSS PAYEE
HIDALGO COUNTY
JUVENILE JUSTICE CTR
1000 N DODD LITTLE
EDINBURG, TX 78540

Karen Kaminczak

ROBERT DALE AGENCY
611 N COLL RD STE E
McALLEN, TX 78501
PHONE (361) 994-0585

07/29/08

DATE

CHECKS AND DRAFTS ARE RECEIVED SUBJECT TO COLLECTION ONLY.

AMANDO GONZALEZ
1015 LOST MEADOW AP
DONNA, TX 78537

Insurance Requirement Acknowledgment

I, Amando D. Gonzalez, authorized representative for Gonzalez Counseling Services
Company/Vendor

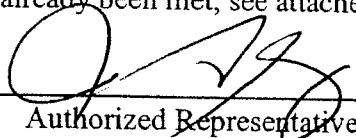
hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;
- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): \$ _____

Automobile Liability: \$ _____ General Liability: \$ _____

- have already been met, see attached copy of insurance certificate.


Authorized Representative

4/29/08
Date

Notice to Proposer/Applicant:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

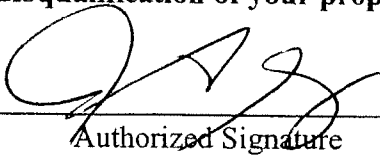
PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, Amando Q. Gonzalez, LLC, possess all of the **APPLICABLE**:

1. Licenses: Licensed Professional Counselor
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

*** Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.**


Authorized Signature

4/29/08
Date

Gonzalez Counseling Services
Company

2116 E. Expressway 83, Suite H
Address

Pharr, Texas 78577
City, State, Zip

EXHIBIT “D”

CIQ Conflict Of Interest

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006 Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

N/A

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section

Signature of person doing business with the governmental entity

Date

EXHIBIT “E”

Proposer’s Affidavit

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

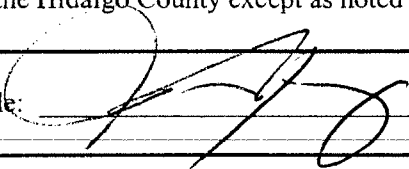
Affiant, Amardo O. Gonzalez, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

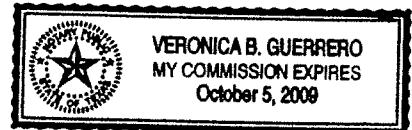
Signature/Title:  Licensed Professional Counselor

Subscribed and sworn to before me this 29th day of April, 2008.

Veronica B. Guerrero

Notary Public

My commission expires: 10/5/09, 2008.



**VENDOR
APPLICATION**

HIDALGO COUNTY PURCHASING DEPARTMENT Proposer/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629,
in person or regular mail to: 2802 South Hwy 281, Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: <u>Gonzalez Counseling Services</u> Telephone No. <u>(956) 787-2077</u>	
dba Name: <u>Gonzalez Counseling Services</u>	
Legal Name: <u>Gonzalez Counseling Services</u>	
Mailing Address: <u>216 E. Expressway 83, Ste. H</u> Fax No. <u>(956) 787-1035</u>	
Physical Address: <u>216 E. Expressway 83, Suite H</u>	
City, State, Zip: <u>Pharr, TX 78577</u> Tax I.D. No. <u>452-39-5408</u>	
Remit to Address: <u>216 E. Expressway 83, Ste. H</u> City, State, Zip: <u>Pharr, Texas 78577</u>	
E-Mail Address: <u>gonzalezcounseling@sbglobal.net</u>	
Representative(s) Name(s) & Title(s): <u>Amando D. Gonzalez, Licensed Professional Counselor</u>	
Type of Organization (check one): <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> LLC <input checked="" type="checkbox"/> Sole Proprietor <input type="checkbox"/> Other, Specify _____	
State Identification No. _____ (Please attached completed W-9 form with this application)	
Federal Identification No. or (if individual) SS No. <u>452-39-5408</u>	
State of Incorporation: <u>N/A</u> Date: _____ Other: _____	
Type of Business (check one): <input type="checkbox"/> Manufacturer <input type="checkbox"/> Wholesaler <input type="checkbox"/> Retailer <input type="checkbox"/> Broker <input type="checkbox"/> Distributor <input checked="" type="checkbox"/> Service Organization <input type="checkbox"/> Other, Specify _____	
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts: <u>Amando D. Gonzalez</u>	
Small and/or Disadvantaged Business Information (check application criteria)	
Small Business: <input checked="" type="checkbox"/> Less than 125,000 annual gross receipt <input type="checkbox"/> Less than 250,000 annual gross receipt <input type="checkbox"/> Less than 499,000 annual gross receipt <input type="checkbox"/> More than 500,000 annual gross receipt	
Disadvantaged Business (At Least 51% Ownership) <input type="checkbox"/> Black American <input type="checkbox"/> Native American <input checked="" type="checkbox"/> Hispanic American <input type="checkbox"/> Women <input type="checkbox"/> Asian Pacific American <input type="checkbox"/> Other	
Have you been certified as a HUB or an MBE/WBE source?: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Indicate Certification No.(s): _____ or are Certificate(s) attached?: <input type="checkbox"/> Yes <input type="checkbox"/> No	
What type of product(s) is/are solicited by your company?: <u>Counseling Services</u>	
Would you like to be provided with specifications for procurements of such products?: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
To Be Completed by the County: Rec'd by (Purchasing): _____ Date Rec'd by (Purchasing): _____	
Date Forwarded Information to Auditor's Office: _____ Entry Date: _____ Vendor No.: _____	

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: Yes No

If yes, by whom?: Texas Building & Procurement Commission Other _____

Indicate Certification No(s): _____ or Are Certificate(s) Attached?: Yes No

LIST OF CERTIFIED HUB SUBCONTRACTORS
(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: _____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: () _____
Subcontract Amount: \$ _____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: () _____
Subcontract Amount: \$ _____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: () _____
Subcontract Amount: \$ _____ Description of Work to be Performed: _____

W-9 FORM

Form **W-9**

(Rev. January 2005)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return): **Amando O. Gonzalez**

Business name, if different from above: **Gonzalez Counseling Services**

Check appropriate box: Individual Sole proprietor Corporation Partnership Other Exempt from backup withholding

Address (number, street, and apt. or suite no.): **216 E. Expressway 83, Suite H**

City, state, and ZIP code: **Pharr, TX 78577**

Requester's name and address (optional):

List account number(s) here (optional):

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
415123954108

or

Employer identification number

--	--	--	--	--	--	--	--	--	--

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person  Date **4/29/08**

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

- 7. A foreign central bank of issue,
- 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
- 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
- 10. A real estate investment trust,
- 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
- 12. A common trust fund operated by a bank under section 584(a),
- 13. A financial institution,
- 14. A middleman known in the investment community as a nominee or custodian, or
- 15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7

See Form 1099-MISC, Miscellaneous Income, and its instructions.

However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.socialsecurity.gov/online/ss-5.pdf. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses/ and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

Circle the minor's name and furnish the minor's SSN.

You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

¹ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

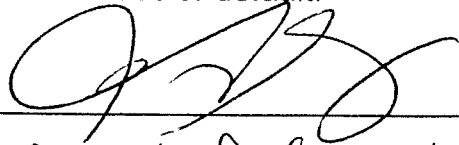
DEBARMENT

**Certification
Regarding Debarment, Suspension Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default.

Signature: _____



Print Name: Amando D. Gonzalez

Title: Licensed Professional Counselor

Telephone Number: (956) 787-2077

Date: April 29, 2008

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

Criminal Background Check

SentryLink

Get the answers you need at a price

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[Change Profile](#)
[Sign Off](#)
[Contact Us](#)**Corporate and volume accounts**Are Available!
Contact us for information.
[Learn More](#)**Resources**[FAQ Blog](#)[Privacy Policy](#)[Refund Policy](#)

National Criminal Records Report

Report dated: 4/22/08

Search results for:

First name = Amando
Last name = Gonzalez
Date of birth = 11/17/1967
SSN = 452395408
Jurisdiction = ALL

NOTE: Information contained herein is derived solely from public records, which may not be 100% accurate or complete. Users should not assume that this data provides a complete or accurate history of any person's criminal history. Users should consult state and federal laws before using this information in making decisions on hiring or firing of employees.

SentryLink, LLC assumes no liability for any claims for damages arising from the use of this data beyond the actual cost of the searches performed.

No criminal records were found for this individual.[Search more criminal records](#)

Thank you for choosing SentryLink. We invite you to try our other services, all with instant results and low prices:

- [Property reports](#) - See how much any home is worth, get ownership information, tax and financing info, and more.
- [Credit Reports \(NEW!\)](#) - Check your credit instantly, or that of potential employees or tenants.
- [Driving record](#) - Get results straight from the Department of Motor Vehicles, without the wait.
- [Social Security Number Trace](#) - Give us the SSN, we'll give you address and associated names.

Notice to employers: If you intend to take adverse action as a result of this report, including but not limited to failure to hire, you must provide the subject of this report a copy of the report along with our contact information and a [summary of their rights under the Fair Credit Reporting Act](#).


Notice to employers operating in California:

California law requires the following notices when obtaining a pre-employment screening report. This report is only provided on the condition that an employer subject to California law agrees to abide by these conditions. Furthermore, by requesting a screening report, an employer certifies compliance with California Civil Code Section 1786.16.

1. The report does not guarantee the accuracy or truthfulness of the information as to the subject of the investigation, but only that it is accurately copied from public records. Evidence of identity theft may or may not be identified from this report.
2. The recipient of this report shall give a copy of this report to the subject of the report.
3. Failure to provide a copy of the report as required by law may expose you to liability as specified in Section 1786.50. Section 1786.50 provides for fines and damages in the event a consumer is harmed by an employer not complying with this section. Section 1786.16 refers to certain requirements already in existence, such as obtaining releases.

©Ref: 2

Professional License

The Texas State  Board of Examiners
of Professional Counselors
Amando O. Gonzalez, M.Ed.

is hereby authorized and licensed in the State of Texas as a
Professional Counselor

for the practice of counseling and all functions within the purview of Texas Occupations Code, Chapter 503,
so long as this license is not revoked and is renewed according to law. Issued under the seal of the
Texas State Board of Examiners of Professional Counselors this 19th day of October, 2005.

License No.
19798

Effective Date:
10/19/2005

Alma G. Leal *Don Wilkin* *J. Helen Perkins*
Glynda Corley *Anna C. Besh* *Deann Boddy*
Michelle A. Eggleston *James Castro* *Judith D. Powell*





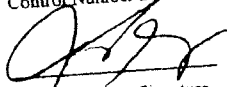
**Texas State Board of Examiners
of Professional Counselors**

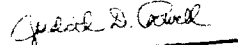
certifies that the person identified below is a

**Licensed Professional Counselor
Amando O. Gonzalez**

License Number 19798
Control Number 220623

Expires 11/30/2009


Cardholder Signature


Presiding Officer

3. **A. Presentation for discussion, consideration, acceptance and approval of Application for Payment No 1 (final) in the amount of \$71,270.10 and Application for Payment No 2 (Retainage) in the amount of \$7,918.90 from Sascon, Inc, contracted vendor for Roadrunner No 2 Subdivision submitted by engineer R. Gutierrez Engineering Corporation. C-CAP-07-030-O11-06;**

On motion of Commissioner Flores, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval.

- B. Requesting approval of Certificate of Construction Completion submitted by project engineer R. Gutierrez Engineering Corporation reflecting the completion date of April 24, 2008 for Roadrunner No 2 Subdivision with contractor Sascon Inc. C-CAP-07-030-011-06**

On motion of Commissioner Flores, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval.

F. Juvenile Probation

1. **A. Presentation for discussion, consideration, acceptance, and approval of the qualifying participants submitting responses to establish the "pool" for "Licensed Professional Counselors" to provide necessary/required services on an as needed basis for Hidalgo County at the Judge Mario E. Ramirez, Jr. Juvenile Justice Center- RFP NO: 2008-132-04-30-VYG;**

On motion of Commissioner Flores, seconded by Judge Salinas, the Court made a UNANIMOUS vote of approval.

- B. Presentation for discussion, consideration, and approval of the final negotiated contracts for RFP NO: 2008-1 32-04-30-VYG-Hidalgo County-Judge Mario E. Ramirez, Jr.-Juvenile Justice Center-Pool For Licensed Professional Counselor(s) with the qualified firms (if approved) on the "pool" approved in previous item;**

On motion of Commissioner Flores, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval.

- C. Requesting authority to advertise and approval of qualifications, requirements, and scope of services as attached hereto for: RFP-Hidalgo County-Judge Mario E. Ramirez, Jr. -Juvenile Justice Center-Pool For Licensed Professional Counselor(s), for the purposes of expanding the "Licensed Professional Counselor(s) Pool".**

On motion of Commissioner Handy, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval.

2. **Requesting authority to exercise the option to extend/renew the first year of three (3)-one (1) year extension options as provided under the current agreement with "Southwest Key Program" for Hidalgo County Juvenile Justice Alternative Education Program, under the same rates, terms and conditions.**

On motion of Commissioner Flores, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval.

AI-9778

17.H.2.

**Pool Of Licensed Professional Counselor(s)
CC REGULAR**

Date: 06/17/2008

Submitted By: Vangie Garcia, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Area: Purchasing Department

Purchasing only: Juvenile Probation

Information

CAPTION

A. Presentation for discussion, consideration, acceptance, and approval of the qualifying participants submitting responses to establish the "pool" for "Licensed Professional Counselors" to provide necessary/required services on an as needed basis for Hidalgo County at the Judge Mario E. Ramirez, Jr. Juvenile Justice Center- RFP NO: 2008-132-04-30-VYG;

B. Presentation for discussion, consideration, and approval of the final negotiated contracts for RFP NO: 2008-132-04-30-VYG-Hidalgo County-Judge Mario E. Ramirez, Jr.-Juvenile Justice Center-Pool For Licensed Professional Counselor(s) with the qualified firms (if approved) on the "pool" approved in previous item;

C. Requesting authority to advertise and approval of qualifications, requirements, and scope of services as attached hereto for: RFP-Hidalgo County-Judge Mario E. Ramirez, Jr.,-Juvenile Justice Center-Pool For Licensed Professional Counselor(s), for the purposes of expanding the "Licensed Professional Counselor(s) Pool" .

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008

ACCT. #: 1100-423-60-330-002-0-339

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Attachments

Link: [Amado O. Gonzalez Contract Document](#)

Link: [Anna Flores Contract Document](#)

Link: [Participation Log](#)

Link: [Exhibit A Requirements](#)

AI-15438

10.K.

**APPLICATION FOR PAYMENT NO. 1 EL MONTE SUBDIVISION PCT. NO. 1
CC CONSENT**

Date: 05/19/2009
Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For: Agapito Vargas
Department: COLONIA ACCESS PROGRAM
Agenda Category: Purchasing Department

Information

CAPTION

Presentation for discussion, consideration, acceptance and approval of Application for Payment No. 1 in the amount of \$54,540.45 from Valley Paving, Inc. contracted vendor for El Monte Subdivision submitted by project engineer, TEDSI Infrastructure Group (C-CAP-08-032-03-31).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1311-431-00-121-245-1-731/733
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

PO #621820; amount available in obj. 733 \$19,783.50; amount available in obj. 731 \$85,252.50 as of 5-14-09.

Attachments

Link: Application for Payment #1 El Monte Pct. #1

Link: Change Order #1 El Monte Subdv.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvette Islas	Yvette Islas	05/13/2009 05:19 PM	APRV
2	Purchasing Department	Marty Salazar	05/14/2009 10:32 AM	APRV
3	Budget & Management	Ivan Cantu	05/14/2009 10:35 AM	APRV
4	Ivan Cantu	Ivan Cantu	05/14/2009 02:10 PM	APRV
5	Auditor's Office		05/15/2009 05:53 PM	NEW

Form Started By: Marcie Jackson

Started On: 05/12/2009 01:33 PM

Final Approval Date: 05/15/2009

APPLICATION FOR PAYMENT NO. 1

To: Hidalgo County (OWNER)

From: VALLEY PAVING, INC. (CONTRACTOR)

Contract: COLONIA ACCESS PROGRAM

Project: "ROAD & DRAINAGE CONSTRUCTION FOR EL MONTE SUBDIVISION"

OWNER's Contract No. CAP-08-032-03-31

ENGINEER's Project No. 2C-1080-245

For Work accomplished through the date of: 04-28-2009.

1. Original Contract Price:		\$ <u>102,706.00</u>
2. Net change by Change Orders and Written Amendments (+ or -):		\$ _____
3. Current Contract Price (1 plus 2):		\$ <u>102,706.00</u>
4. Total completed and stored to date:		\$ <u>60,600.50</u>
5. Retainage (per Agreement):		
<u>10</u> % of completed Work:	\$ <u>6,060.05</u>	
_____ % of stored material:	\$ <u>0.00</u>	
Total Retainage:		\$ <u>6,060.05</u>
6. Total completed and stored to date less retainage (4 minus 5):		\$ <u>54,540.45</u>
7. Less previous Application for Payments:		\$ <u>0.00</u>
8. DUE THIS APPLICATION (6 MINUS 7):		\$ <u>54,540.45</u>

Accompanying Documentation: 9-1311-431-00-122-245-1-733 → \$8,120.00
~~<-812.00>~~ = \$7,308.00

CONTRACTOR'S Certification: 9-1311-431-00-122-245-1-731 → \$52,480.50
~~<-5,248.05>~~ = \$47,232.45

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through _____ inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, 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 May 5, 2009

VALLEY PAVING, INC.
CONTRACTOR

By: _____

State of Texas
 County of Hidalgo
 Subscribed and sworn to before me this 5th
 day of May, 2009

Rosalinda Trevino
 Notary Public
 My Commission expires: 02/23/11



Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 05/05/2009

TEDSI Infrastructure Group
ENGINEER

By: _____


INVOICE RECEIVED BY:
Manuel Pacion ON 5/7/09
 GOODS/SERVICES RECEIVED BY:
Manuel Pacion ON 3/7/09

Valley Paving, Inc Contractor Name
 04-06-2009 Starting Date
 08-03-2009 Project Ending Date
 10% Retainage Percent

Application No. 1
 Application Date: 05-05-2009
 Period To: 04-28-2009
 Engineer Firm: TEDSI Infrastructure Group

Summary													
CSJ#	PROJECT NAME	Original Schedule Value	Revised Schedule Value	Payment Application No 1	Payment Application No 2	Payment Application No 3	Payment Application No 4	Total To Date	Balance To Finish	Retainage	Net	Payment To Date	Payment Due
2C-1080-245	EI Monte	\$102,706.00	\$0.00	\$60,600.50				\$60,600.50	\$42,105.50	\$6,060.05	\$54,540.45	\$60,600.50	\$54,540.45

Prepared and Checked By:

Signature: 
 Printed Name: Jose A. Sanchez

Date: 05/05/2009

9.1311.431.DD.121.245.1.733 - \$8,120.DD <- 812.DD > = \$7,308.DD
 9.1311.431.DD.121.245.1.731 - \$52,480.50 <- 5,248.DD > = \$47,232.45

TOTAL = \$ 54,540.45

Estimate Quantity Update Worksheet

Date: May 5, 2009

Colonia: El Monte Subdivision
 Roadway: Ruiz and Sanchez
 Control: 2C-1080-245
 Project No: CAP-08-032-03-31
 County: Hidalgo County Precinct No.1
 Est. No: 1

Contractor: Valley Paving, Inc
 Contract Price: \$102,706.00
 Work Done this Mo.: \$60,600.50
 % Complete: 59.00%

Date Began: April 6, 2009
 Contract Time: 120
 Time Charged: 23
 % Time Used: 19.17%

Work Type: Paving and Drainage

Limits:

From: April 6, 2009
 To: April 28, 2009

April 6, 2009 - April 28 2009								
ITEM NO.	DESCRIPTION	UNIT	PROJECT QTY	Unit Price	Project Amount	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)
(901)ADMINISTRATIVE								
(902) PRELIMINARY ENGINEERING								
(903) CONSTRUCTION ENGINEERING								
(904) RIGHT-OF-WAY								
(905) ROADWAY CONSTRUCTION								
100	PREP R.O.W.	STA	17.21	\$150.00	\$2,581.50	17.210	17.210	\$2,581.50
134	Backfill (TY B)	STA	17.21	\$100.00	\$1,721.00	17.210	17.210	\$1,721.00
247	FL BS (Rdwy Del)(TY D, GR 6, CL 4)	CY	892	\$43.25	\$38,579.00	892.000	892.000	\$38,579.00
310	ASPH MATRL (MC-30)	GAL	956	\$4.25	\$4,063.00	0.000	0	\$0.00
340	ASPH Concrete (TY D)	TON	392	\$69.00	\$27,048.00	0.000	0	\$0.00
500	Mobilization	LS	1	\$2,850.00	\$2,850.00	1.000	1.000	\$2,850.00
502	Barricades, Signs and Traffic Handling	MO	2	\$250.00	\$500.00	1.000	1.000	\$250.00
530	Turnouts (ASPH-CONC-PAV)(PBS-2)	SY	192	\$12.25	\$2,352.00	96.000	96.000	\$1,176.00
2500	EN-1 TREATED FLEX BASE	SY	5354	\$0.50	\$2,677.00	5354.000	5354.000	\$2,677.00
2500	EN-1 ROADBOND	GAL	30	\$88.20	\$2,646.00	30.000	30.000	\$2,646.00
5249	Temporary Sediment Control Fence	LF	100	\$1.85	\$185.00	0.000	0	\$0.00
5249	Temporary Sediment Control Fence (Remove)	LF	100	\$0.50	\$50.00	0.000	0	\$0.00
(906) DRAINAGE								
530	Driveways (CONC.)(4")	SY	77	\$37.50	\$2,887.50	0.000	0	\$0.00
530	Driveways (ASPH-CONC-PAV)(PB-1)	SY	586	\$11.00	\$6,446.00	0.000	0	\$0.00
556	15" Corrugated ADS Pipe	LF	580	\$14.00	\$8,120.00	580.000	580.000	\$8,120.00


Monthly Totals:	\$60,600.50
ADMINISTRATIVE (901)	
PRELIMINARY ENGINEERING (902)	
CONSTRUCTION ENGINEERING (903)	
RIGHT-OF-WAY (904)	
Roadway (903):	\$52,480.50
Drainage (904):	\$8,120.00

Total to Date

Roadway (903): \$52,480.50
 Drainage (904): \$8,120.00
 Total \$60,600.50

Prepared and Checked By:

Signature:



 Jose A. Sanchez

Date: 05/05/2009

Printed Name:

PARTIAL/FINAL WAIVER OF LIEN

THE STATE OF TEXAS

COUNTY OF HIDALGO

The undersigned contracted with Valley Caliche, Products
to furnish Caliche
in connection with certain improvements to real property in located in Monte Alto, Texas, Hidalgo
County, Texas and owned by Hidalgo County Precinct No. 1
Which improvements are described as follows:

Roadway Paving and Drainage Construction for El Monte Subdivision

In consideration of Pay Estimate No. 1 in the amount of One Thousand, Eight Hundred Sixty One Dollars and 63/100 (\$1,861.63) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanic's lien or materialmen's lien or claims of lien that the undersigned has or hereafter has on the above mentioned real property on account of any labor performed or materials furnished or to be furnished or labor performed and materials furnished by the undersigned pursuant to the above-mentioned contract or any constitutional lien that the undersigned may have.

~~Undersigned hereby guarantees that all bids for labor performed and/or materials furnished in the erection and construction of such improvements on the Property have been fully paid and satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for material or labor against said Property arising out of any bill for material or labor in connection with the erection or construction of said Improvements thereon, Undersigned will obtain a settlement of such lien or liens and a proper release thereof shall be obtained.~~ *MGM*

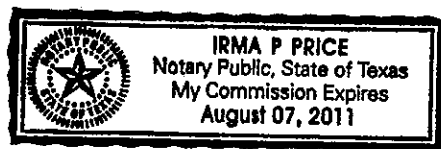
Valley Caliche, Products
Supplier

By: *Mark Motheral*
Title: Vice President / General Manger

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 4TH day of MAY, 2009 to certify which witness my hand and seal of office.

Irma P. Price
NOTARY PUBLIC in and for the State of Texas

My Commission Expires: 8-7-11



PARTIAL/FINAL WAIVER OF LIEN

THE STATE OF Arizona
COUNTY OF Maricopa

The undersigned contracted with HD SUPPLY WATERWORKS
to furnish Pipe
in connection with certain improvements to real property in located in Monte Alto, Texas, Hidalgo
County, Texas and owned by Hidalgo County Precinct No. 1
Which improvements are described as follows:

Roadway and Drainage Construction for El Monte Subdivision

In consideration of Pay Estimate No. 1 in the amount of Two Thousand Four Hundred Forty Six Dollars
and 16/100 (\$ 2,446.16) and other good and
valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the
undersigned does hereby waive and release any mechanic's lien or materialmen's lien or claims of lien that
the undersigned has or hereafter has on the above mentioned real property on account of any labor
performed or materials furnished or to be furnished or labor performed and materials furnished by the
undersigned pursuant to the above-mentioned contract or any constitutional lien that the undersigned may
have.

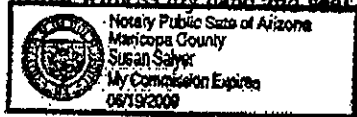
Undersigned hereby guarantees that all bids for labor performed and/or materials furnished in the erection
and construction of such improvements on the Property have been fully paid and satisfied and Undersigned
does further guarantee that if for any reason a lien or liens are filed for material or labor against said
Property arising out of any bill for material or labor in connection with the erection or construction of said
Improvements thereon, Undersigned will obtain a settlement of such lien or liens and a proper release
thereof shall be obtained.

HD SUPPLY WATERWORKS

Supplier

By: Dawn Hughes
Dr. Credit Associate
TITLE

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 1ST day of MAY 2009
certify which witness my hand and seal of office.



Susan Sawyer
NOTARY PUBLIC in and for the State of Texas


My Commission Expires: 6-19-09

Received Time Apr. 30. 3:33PM


Construction Project Inspection Diary

Equipment & Force	Dimas #1	El Monte	Date: 4/13/09	Construction Activities and Comments:
Motorgrader	0+35.00-9+24.00	0+70-10+85 1		
Front End Loader				EL MONTE-Crew mobilized equip. & pipe to location site. Crew installed 140" of A.D.S. w/ dirt overlay on West side of Ruiz St.
Water Truck				
Tandem Roller				
Backhoe Loader		1		R.O.W. clearing ongoing.
Dump Truck				
Scraper		1		"Men At Work" signs placed by crew.
18 Wheel Hauling Truck		1		
Crew Truck		1		
Steel Wheel Roller				
Labor Force At Site:		5		
Labor Force At Site:				
Skilled:				
Intermediate:				
Unskilled:				
Weather: Clear: 94 degrees				
Time Charged Comments: 1 Day				
				Signature: <i>John P. Lopez</i>


Construction Project Inspection Diary

Equipment & Force	Dimas #1	El Monte	Date: 4/14/09
Motorgrader	0+35.00-9+24.00	0+70-10+85	Construction Activities and Comments:
Front End Loader		1	
Water Truck			EL MONTE-Crew installed 120" of A.D.S. pipe with dirt overlay on East side of Ruiz St.
Tandem Roller			R.O.W. Clearing ongoing.
Backhoe Loader		1	
Dump Truck			
Scraper		1	"Men At Work" signs placed by crew.
Pneumatic Roller			
Crew Truck		1	
Steel Wheel Roller			
Labor Force At Site:		5	
Labor Force At Site:			
Skilled:			
Intermediate:			
Unskilled:			
Weather: Clear: 95 degrees			
Time Charged Comments: 1 Day			
			Signature: 


Construction Project Inspection Diary

Equipment & Force	Dimas #1	El Monte	Date: 4/15/09
Motorgrader	0+35.00-9+24.00 1	0+70--10+85 1	Construction Activities and Comments:
Front End Loader			
Water Truck			EL MONTE-Crew installed 100' of A.D.S. pipe on
Tandem Roller			East Side of Ruiz St. Crew installed 60' of A.D.S.
Backhoe Loader	1	1	pipe on West side of Sanchez St. 120' of A.D.S.
Dump Truck			pipe set aside by contractor.
Scraper	1	1	DIMAS #1 - Mobilization of equipment and pipe
18 Wheel Hauling Truck	1		material. Crew installed 80' of A.D.S. pipe on
Crew Truck	1	1	West side of Martinez Ave. 180' of A.D.S. pipe
Steel Wheel Roller			set aside at location by contractor.
Labor Force At Site:	5	5	"Men At Work" signs placed by crew.
Labor Force At Site:			
Skilled:			
Intermediate:			
Unskilled:			
Weather: Clear: 93 degrees			
Time Charged Comments: 1 Day			
			Signature: 


Construction Project Inspection Diary

Equipment & Force	Dimas #1	El Monte	Date: 4/16/09
Motorgrader	0+35.00-9+24.00 1	0+70--10+85 1	Construction Activities and Comments:
Front End Loader			
Water Truck			EL MONTE-Crew graded ditches on north and
Tandem Roller			east side of Ruiz St. Crew installed 80' of A.D.S.
Backhoe Loader	1	1	pipe on West side of Sanchez St.
Dump Truck			
Scraper	1	1	DIMAS #1- Crew installed 120' of A.D.S. pipe on
18 Wheel Hauling Truck			West side of Martinez Ave.
Crew Truck	1	1	
Steel Wheel Roller			
Labor Force At Site:	5	5	"Men At Work" signs placed by crew.
Labor Force At Site:			
Skilled:			
Intermediate:			
Unskilled:			
Weather: Clear: 89 degrees			
Time Charged Comments: 1 Day			
			Signature: 


Construction Project Inspection Diary

Equipment & Force	Dimas #1	El Monte	Date: 4/17/09
Motorgrader	0-35.00-9+24.00 1	0-70-10+85 1	Construction Activities and Comments:
Front End Loader			EL MONTE- Sanchez St.-Crew installed 60' of A.D.S.
Water Truck			pipe- west side. Ruiz St.-Crew graded bar ditches
Tandem Roller			east/west sides. Meeting with Pct. 1, Teds, Valley
Backhoe Loader		1	Paving to go over pipe and r.o.w. issues.
Dump Truck			
Scrapper	1	1	DIMAS #1 - No pipes installed due to pipe issues.
18 Wheel Hauling Truck			Meeting with Pct. 1, Teds, Valley Paving to discuss
Crew Truck	1	1	excluding pipe placement on a new concrete
Steel Wheel Roller			driveway to cover pipe not on plans. Crew worked
Labor Force At Site:	5	5	on grading of ditches on the west/east sides.
Labor Force At Site:			"Men At Work" signs placed by crew.
Skilled:			
Intermediate:			
Unskilled:			
Weather: rainy: 85 degrees			
Time Charged Comments: 1 Day			
			Signature: 


Construction Project Inspection Diary

Equipment & Force	Dimas #1	El Monte	Date: 4/20/09
Motorgrader	0-35.00-9+24.00	0-70--10-85	Construction Activities and Comments:
Front End Loader	1		EL MONTE- Sanchez St.- Crew worked on bar
Water Truck			ditch grading w.side. Ruiz St.-Crew worked on
Tandem Roller			R.O.W. prep east & west sides.
Backhoe Loader			
Dump Truck			
Scraper	1		DIMAS #1- No work due to Teds response on
18 Wheel Hauling Truck			pipe issue.
Crew Truck	1		
Steel Wheel Roller			
Labor Force At Site:	5		
Labor Force At Site:			
Skilled:			
Intermediate:			
Unskilled:			
Weather: Clear: 92 degrees			
Time Charged Comments: 1 Day			
			Signature: 


Construction Project Inspection Diary

Equipment & Force	Dimas #1	El Monte	Date: 4/21/09
Motorgrader	0-35.00-9+24.00	0+70-10+85	Construction Activities and Comments:
Front End Loader		1	EL MONTE- Sanchez St.- Crew worked subgrade
Water Truck		1	preparation with moisture to plan elevation.
Tandem Roller			Ruiz St.-Staking of road.
Backhoe Loader			
Dump Truck			
Scraper			
18 Wheel Hauling Truck			DIMAS #1- No work due to Tedsf response on
Crew Truck		1	pipe issue.
Steel Wheel Roller			
Labor Force At Site:		5	
Labor Force At Site:			
Skilled:			
Intermediate:			
Unskilled:			
Weather: Clear: 92 degrees			
Time Charged Comments: 1 Day			
			Signature: 


Construction Project Inspection Diary

Equipment & Force	Dimas #1	El Monte	Date: 4/22/09
Motorgrader	0+35.00-9+24.00	0+70--10+85	Construction Activities and Comments:
Front End Loader		1	
Water Truck		1	EL MONTE- Sanchez St.- Crew Watered down and compacted subgrade.
Tandem Roller			Ruiz St.-No work.
Backhoe Loader			
Dump Truck			
Sheep Foot Compactor		1	DIMAS #1- No work due to Teds response on pipe issue.
18 Wheel Hauling Truck			
Crew Truck		1	
Steel Wheel Roller			
Labor Force At Site:		5	
Labor Force At Site:			
Skilled:			
Intermediate:			
Unskilled:			
Weather: Clear: 95 degrees			
Time Charged Comments: 1 Day			
			Signature: 

Construction Project Inspection Diary

Equipment & Force	Dimas #1	El Monte	Date: 4/23/09
Motorgrader	0+35.00-9+24.00	0+70-10+85	Construction Activities and Comments:
Front End Loader	1		EL MONTE- Ruiz St.- Cutting of bluetop/survey
Water Truck	1		& setting of stakes for final elevation of caliche.
Tandem Roller			Sanchez St.-Crew watered down and compacted
Backhoe Loader			subgrade.
Dump Truck			
Sheep Foot Compactor	1		DIMAS #1- No work due to Tedsi response on
18 Wheel Hauling Truck			pipe issue.
Crew Truck	1		
Steel Wheel Roller	1		
Labor Force At Site:	5		
Labor Force At Site:			
Skilled:			
Intermediate:			
Unskilled:			
Weather: Clear: 96 degrees			
Time Charged Comments: 1 Day			
			Signature: 

Construction Project Inspection Diary

Equipment & Force	Dimas #1	El Monte	Date: 4/28/09
Motorgrader	0+35.00-9+24.00	0+70-10+85	Construction Activities and Comments:
Front End Loader		1	EL MONTE- Ruiz St.- Crew placed caliche on areas of roadway that appeared lacking.
Water Truck		1	Sanchez St.-Crew finished subgrade and placed/ worked caliche on all of roadway.
Tandem Roller			
Backhoe Loader			
Dump Truck			
Sheep Foot Compactor		1	
18 Wheel Hauling Truck			
Crew Truck		1	DIMAS #1- No work due to Teds' response on pipe issue.
Steel Wheel Roller		1	
Labor Force At Site:		5	
Labor Force At Site:			
Skilled:			
Intermediate:			
Unskilled:			
Weather: Clear: 93 degrees			
Time Charged Comments: 1 Day			
			Signature: 

Colonia Testing Requirements for Hidalgo County

						Contract CAP-08-032-03-31
						EL MONTE SUBDIVISION
						L&G
Material	Test	Description	Required	Remarks	CSJ#2C-1080-245	
Subgrade	Tex-101-E Part III	Pulverization				
	Tex-113	Moist. Density Curve				
	Tex-115-E	In-place Density				
		Thickness				
		Proof Roll				
Flex Base	Tex-101-E	Preparing Soils and Flex Bases				
	Tex-104-E	Determining Liquid Limit of Soils				R001 & R002 by L&G
	Tex-105-E	Determining Plastic Limit of Soils				R001 & R002 by L&G
	Tex-106-E	Calculating the Plasticity Index				R001 & R002 by L&G
	Tex-107-E	Linear Shrinkage				
	Tex-110-E	Particle Size Analysis				
	Tex-113-E	Moisture Density Relationship of Base Materials (includes Limed)				R001 & R002 by L&G
	Tex-115-E	In-place Density				R001 & R002 by L&G
	Tex-116-E	Wet Ball Mill Method Tex				
	Tex-117-E	Triaxial Compression for Base Material (includes Limed)				
		Thickness				
EN-1	IAW ASTM 4609					
	Tex-103-E					
	Tex-114-E					
	TexDOT 121 E					
	ASTM D 4546					
	ASTM D 1587					
	Tex115-E					
Hot Mix	Tex-207-F	Determining Density of of Compacted Bituminous Mixtures				
	Tex-208-F	Test for Stabilometer Value of Bituminous Mixtures				
	Tex-210-F	Determining Asphalt Content of Bituminous Mixtures by Extraction				
	Tex-212-E	Determining Moisture Content of Bituminous Mixtures				
	Tex-213-E	Determining Hydrocarbon - Volatile Content of Bituminous Mixtures				
	Tex-228-F	Determining Asphalt Content of Bituminous Mixtures by the Nuclear Method				
	Tex-229-F	Combined HMAC Cold Belt Sampling and Testing Procedure				
Tex-236-F	Determining Asphalt Content from Asphalt Paving Mixtures By the Ignition Method					
In-Place Density						
		Texas SDHPT Bullentin C-14				
		ASTM D-2950.76				
		AASHTO T-166				
Lime	Tex-600-J	Lime Testing Procedure	NO	Waive testing if less than 50 Tons from a Pre-Approved source		
RCP		Three Edge Bearing Test	NO	1 pipe for each 100 pipe		

PROCTOR TEST REPORT

Project Description: El Monte Subdv.(CAP)
Client: Hidalgo County Pct. #1
Engineer: TEDSI Engineering
Contractor: Valley Paving

L&G Project Number: L155903
L&G Report Number: R001
Sample Date: 04/14/2009
Date Reported: 04/17/2009

Client PO: 618408

Page 1 of 1

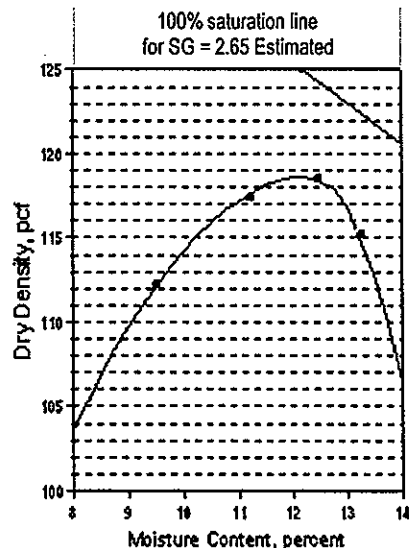
Compaction Method: ASTM D-698
Material Description: Caliche

Specific Gravity: 2.65

Liquid Limit: 26
Plastic Limit: 17
Plasticity Index: 9
% Passing No. 200: 0.0
Group Symbol: CL

Specimen No.:	1	2	3	4
Moisture, %:	9.4	11.3	12.6	13.2
Dry Density (pcf):	111.7	117.4	118.5	115.5

Maximum Dry Density in P.C.F.: 118.6
Optimum Moisture (%): 12.4



Remarks: Minus 200 - N/A

Test Method: ASTM D-698 Method-A ASTM D 4318

Orig: Hidalgo County Pct. #1 (CAP) (Hidalgo County Pct. #1)
(Weslaco, TX) Attn: John Paul Lugo
(1-cc copy)
1-cc TEDSI Engineering Attn: Joe Vasquez
1-cc Valley Paving
1-cc Hidalgo County Pct. #2 Attn: Agapito Vargas
1-cc Laboratory

Respectfully Submitted,
L&G Engineering Laboratory

Ricardo A. Gil, Lab Manager



L&G Engineering Laboratory

Construction Material Testing
Geotechnical Engineering

2100 W. Expressway 83 Mercedes, TX 78570 (956) 565-0760
900 S. Stewart Rd. Ste. 6 Mission, TX 78572 (956) 583-7117

PROCTOR TEST REPORT

Project Description: El Monte Subdv.(CAP)
Client: Hidalgo County Pct. #1
Engineer: TEDSI Engineering
Contractor: Valley Paving

L&G Project Number: L155903
L&G Report Number: R002
Sample Date: 04/22/2009
Date Reported: 04/24/2009

Client PO: 618408

Page 1 of 1

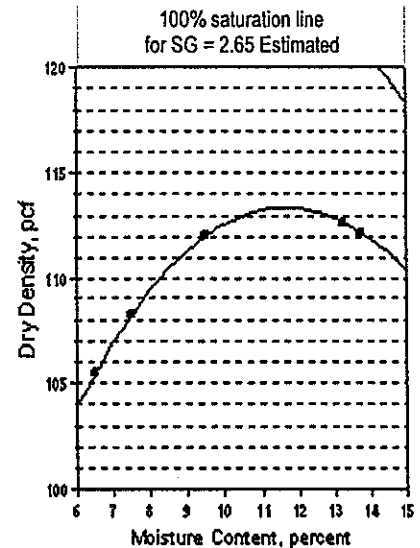
Compaction Method: ASTM D-698
Material Description: Subgrade

Specific Gravity: 2.65

Liquid Limit: 22
Plastic Limit: 17
Plasticity Index: 5
% Passing No. 200: 0.0
Group Symbol: CL

Specimen No.:	1	2	3	4	5
Moisture, %:	6.6	7.5	9.5	13.2	13.7
Dry Density (pcf):	105.8	108.3	112.0	112.6	112.2

Maximum Dry Density in P.C.F.: 113.3
Optimum Moisture (%): 11.6



Remarks: Minus 200 N/A

Test Method: ASTM D-698

Orig: Hidalgo County Pct. #1 (CAP) (Hidalgo County Pct. #1)
(Weslaco, TX) Attn: John Paul Lugo
(1-cc copy)
1-cc TEDSI Engineering Attn: Joe Vasquez
1-cc Valley Paving
1-cc Hidalgo County Pct. #2 Attn: Agapito Vargas
1-cc Laboratory

Respectfully Submitted,
L&G Engineering Laboratory

Ricardo A. Gil, Lab Manager

EL MONTE SUBDIVISION
COMPLETE SET OF PROJECT QUANTITIES WITH TOTAL NUMBER OF TESTS AND FREQUENCIES

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITIES	UNIT	CONVERSION FACTOR (UNIT)	TOTAL BASE WORK (CY)	Frequencies F = 1/(1000CY) (Nos. of Test)	Total Nos. of Test(s) (Qty.)
247	STREETS 6" Flexible Base Material	5,350.93	SY	0.1667	892	0.892	1

Column with exact figures; column will not to be used for required number of tests.

TESTS

TOTAL CUBIC YARDS = 892

COMPACTION or IN-PLACE DENSITY (95% density)

TOTAL NUMBER OF TESTS = 1

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITIES	UNIT	CONVERSION FACTOR (UNIT)	TOTAL ACP WORK (TONS)	Frequencies F = 1/(200 TONS) (Nos. of Test)	Total Nos. of Test(s) (Qty.)
340	1.5" Thick Type "D" Hot mix Pavement	4,584.80	SY	0.0855	392	1.9600	2

Column with exact figures; column will not to be used for required number of tests.

TESTS

TOTAL TONNAGE = 392

LABORATORY DENSITY/STRENGTH (98% Density)

TOTAL NUMBER OF TESTS = 2

IN-PLACE DENSITY (1.875"MIN)



TEDSI INFRASTRUCTURE GROUP

TEDSI**Consulting Engineers**

1201 East Expressway 83 • Mission, Texas 78572

Tel: (956) 424-7898

Fax: (956) 424-7022

Letter of Transmittal

TO:
 Ms. Marcie Jackson
 Administrative Assistant
 301 E State
 Pharr TX 78589

DATE:
 May 6, 2009

REFERENCE:
 Pct 1 El Monte Subdivision RFP 01 CAP-08-032-03-31

TEDSI PROJECT NO:
 2008-1024-01

TRANSMITTED:**DATE:**

- | | | |
|--|---|--|
| <input checked="" type="checkbox"/> For Your Use | <input type="checkbox"/> Please comment | <input type="checkbox"/> Approved as Noted |
| <input type="checkbox"/> As Requested | <input type="checkbox"/> Reply ASAP | <input type="checkbox"/> As Noted Below |

VIA:

- | | | |
|---|-------------------------------------|--------------------------|
| <input checked="" type="checkbox"/> US Mail | <input type="checkbox"/> Courier | <input type="checkbox"/> |
| <input type="checkbox"/> E-Mail | <input type="checkbox"/> Hand Carry | |

COPIES	DESCRIPTION
1	Request for Payment 1

REMARKS

Signed: _____

Border Colonia Access Program
Checklist for Documents Required for Road Construction

Contractor: Valley Farming, Inc.
 Contract Amount: \$ 162,706.00
 Project/Precinct: El Monte / Pct. 1
 Owner's Contract No.: CAP-08-03A-03-31

Item	Required Documents	Submitted & Reviewed	Approved	Comments:
	INITIATION OF PROJECT			
1	Approval to Bid (Purchasing)			
2	Contract - Signed and Executed			
3	Gen. Liability Insurance - (Expiration Date)			
4	Automobile Lib. Insurance - (Expiration Date)			
5	Worker's Comp. & Empl. Liab. (Expiration Date)			
6	Notice to Proceed			
7	Material Sample & Testing Table Sent to Auditor's Office			
8	Application and Certification of Payment (A)	✓	✓	
9	Schedule of Values aka/a 1257/1258	✓	✓	
10	Estimate Quantity Update Worksheet	✓	✓	
11	List of Suppliers and Sub-contractors	X	X	Didn't Submit - 5/8/09 9:27 Notified Jose Sanchez
12	Partial Waiver of Liens (Sub-contractors/suppliers)	✓	✓	
13	TxDot Form 252 Contract Time Statement	✓	✓	
14	Payroll Report w/signed Wage Form	X	X	Used Connection Pay Rate on Concept/Asme
15	Change Order (Requires TxDot Concurrence)			
16	Punch List			
17	Certificate of Construction Completion			
18	Approval by Commissioner's Court			
19	Contractor's Affidavit of Release (Waiver) of Liens (with power of attorney)(B)			
20	Affidavit of Payment of Debts & Claims-lien bond & indemnity bonds(w/power of attorney)(B)			
21	Consent of Surety to Final Payment(with power of attorney)(B)			
22	Final Blue Prints			

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 \$ 102,706.00		Original Contract Time for 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 \$ 102,706.00		Contract Time prior to this Change Order Substantial Completion: 120 calendar days or dates	
Net Increase (decrease) of this Change Order \$ 2,330.00		Net Increase (decrease) of this Change Order calendar days	
Contract Price with all approved Change Orders \$ 105,036.00	Net % increase (decrease) from original contract price. 2.27 %	Contract Time with all approved Change Orders Substantial Completion: 120 calendar days or dates	

RECOMMENDED:

By: 
 Engineer (Authorized Signature)

Date: 04/28/2009

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-08-032-03-31

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
(905) ROADWAY									
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
				Total Roadway :		\$ 85,252.50	\$ 85,252.50	\$ -	\$ 85,252.50
(906) DRAINAGE									
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
				Total Drainage :		\$ 17,453.50	\$ 17,453.50	\$ 2,330.00	\$ 19,783.50
				TOTAL BASE AMOUNTS:		\$ 102,706.00	\$ 102,706.00	\$ 2,330.00	\$ 105,036.00