

AI-15716

6.D.

**Claim of AT&T
CC REGULAR**

Date: 06/02/2009
Submitted By: Aida Alvarez, SAFETY DIVISION
Submitted For: Valde Guerra
Department: SAFETY DIVISION
Agenda Category: Closed Session

Information

CAPTION

Claim of AT&T

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/28/2009 08:14 AM	APRV
2	Auditor's Office		05/29/2009 05:34 PM	NEW
Form Started By: Aida Alvarez			Started On: 05/27/2009 04:46 PM	
Final Approval Date: 05/29/2009				

AI-15687
AT&T Claim
CC REGULAR

6.E.

Date: 06/02/2009
Submitted By: Aida Alvarez, SAFETY DIVISION
Submitted For: Valde Guerra
Department: SAFETY DIVISION
Agenda Category: Closed Session

Information

CAPTION

AT&T Claim

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/27/2009 10:59 AM	APRV
2	Auditor's Office		05/29/2009 05:34 PM	NEW
Form Started By: Aida Alvarez			Started On: 05/27/2009 10:26 AM	
Final Approval Date: 05/29/2009				

AI-15710

6.F.

Claim of Isaac Flores

CC REGULAR

Date: 06/02/2009
Submitted By: Aida Alvarez, SAFETY DIVISION
Submitted For: Valde Guerra
Department: SAFETY DIVISION
Agenda Category: Closed Session

Information

CAPTION

Claim of Isaac Flores

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/28/2009 08:09 AM	APRV
2	Auditor's Office		05/29/2009 05:34 PM	NEW
Form Started By: Aida Alvarez			Started On: 05/27/2009 04:29 PM	
Final Approval Date: 05/29/2009				

AI-15746

6.G.

Claim of Erica L. Reyna

CC REGULAR

Date: 06/02/2009

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

Department: COMMISSIONERS' COURT EXEC. OFFICE

Agenda Category: Closed Session

Information

CAPTION

Claim of Erica L. Reyna

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/29/2009 10:21 AM	APRV
2	Auditor's Office		05/29/2009 05:34 PM	NEW
Form Started By: Monica Badillo			Started On: 05/29/2009 09:42 AM	
Final Approval Date: 05/29/2009				

AI-15717

7.D.

**Claim of AT&T
CC REGULAR**

Date: 06/02/2009
Submitted By: Aida Alvarez, SAFETY DIVISION
Submitted For: Valde Guerra
Department: SAFETY DIVISION
Agenda Category: Open Session

Information

CAPTION

Claim of AT&T

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/28/2009 08:14 AM	APRV
2	Auditor's Office		05/29/2009 05:34 PM	NEW
Form Started By: Aida Alvarez			Started On: 05/27/2009 04:48 PM	
Final Approval Date: 05/29/2009				

AI-15688
AT&T Claim
CC REGULAR

7.E.

Date: 06/02/2009
Submitted By: Aida Alvarez, SAFETY DIVISION
Submitted For: Valde Guerra
Department: SAFETY DIVISION
Agenda Category: Open Session

Information

CAPTION

AT&T Claim

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/27/2009 10:59 AM	APRV
2	Auditor's Office		05/29/2009 05:34 PM	NEW
Form Started By: Aida Alvarez			Started On: 05/27/2009 10:28 AM	
Final Approval Date: 05/29/2009				

AI-15712

7.F.

Claim of Isaac Flores

CC REGULAR

Date: 06/02/2009
Submitted By: Aida Alvarez, SAFETY DIVISION
Submitted For: Valde Guerra
Department: SAFETY DIVISION
Agenda Category: Open Session

Information

CAPTION

Claim of Isaac Flores

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/28/2009 08:11 AM	APRV
2	Auditor's Office		05/29/2009 05:34 PM	NEW
Form Started By: Aida Alvarez			Started On: 05/27/2009 04:31 PM	
Final Approval Date: 05/29/2009				

AI-15749

7.G.

Claim of Erica L. Reyna

CC REGULAR

Date: 06/02/2009

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

Department: COMMISSIONERS' COURT EXEC. OFFICE

Agenda Category: Open Session

Information

CAPTION

Claim of Erica L. Reyna

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/29/2009 10:25 AM	APRV
2	Auditor's Office		05/29/2009 05:34 PM	NEW
Form Started By: Monica Badillo			Started On: 05/29/2009 09:43 AM	
Final Approval Date: 05/29/2009				

AI-15726

10.B.

Rescheduling of court meeting of 6/9/09

CC REGULAR

Date: 06/02/2009

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

Department: COMMISSIONERS' COURT EXEC. OFFICE

Agenda Category: Comm. Court Executive Office

Information

CAPTION

Discussion and action on rescheduling the court meeting of Tuesday, June 9, 2009 to Monday, June 8, 2009 at 9:00 am due to court members absence while attending conference

BACKGROUND

South Texas Co. Judges & Commissioners Association 75th Annual Conference at South Padre Island, Texas

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/28/2009 09:46 AM	APRV
2	Veronica Lopez	Veronica Lopez	05/28/2009 09:55 AM	APRV
3	Auditor's Office		05/29/2009 05:34 PM	NEW

Form Started By: Monica Badillo
Started On: 05/28/2009 09:15 AM

Final Approval Date: 05/29/2009

AI-15770

10.C.

Inter-local Agreement between County and the City of Edinburg- Use of City Council Meeting Room
CC REGULAR

Date: 06/02/2009

Submitted By: Marty Salazar, PURCHASING DEPT.

Submitted For: Valde Guerra-Executive Officer

Department: PURCHASING DEPT.

Agenda Category: Comm. Court Executive Office **Purchasing only:** Hidalgo County

Information

CAPTION

Authority to seek and negotiate an Inter-local Cooperation Agreement between the County of Hidalgo and the City of Edinburg for use of the City's Council Chamber Room by Hidalgo County Commissioners Court to hold and conduct weekly agenda meeting while renovations/repairs/remodeling of the current facility (building) are completed.

BACKGROUND

Fiscal Impact

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

To be determined once authority to seek interlocal is granted and discussion with the Edinburg City Manager are conducted.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	05/29/2009 04:21 PM	APRV
2	Budget & Management	Veronica Lopez	05/29/2009 04:30 PM	APRV
3	Manuel Chapa	Manuel Chapa	05/29/2009 04:44 PM	APRV
4	Auditor's Office		05/29/2009 05:34 PM	NEW

Form Started By: Marty Salazar Started On: 05/29/2009 04:01 PM

Final Approval Date: 05/29/2009

AI-15689

11.A.

**Payment of invoice for Montalvo Insurance
CC REGULAR**

Date: 06/02/2009
Submitted By: Dale Kennan, BUDGET & MANAGEMENT
Submitted For: Co. Wide Insurance (1100)
Department: BUDGET & MANAGEMENT
Agenda Category: Safety Division

Information

CAPTION

County Wide Insurance:

1. Approval to accept renewal of accidental coverage insurance for volunteers from Montalvo Insurance Agency - Coverage period: June 5, 2009 through June 5, 2010
2. Approval of payment of Invoice dated 05/04/2009 from Montalvo Insurance Agency in the amount of \$788.00 for accidental coverage insurance for volunteers with authority for County Treasurer to issue check after review and processing procedures are completed by the County Auditor.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009

ACCT. #: 9-1100-419-00-115-025-0-524

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available Balance as of 5/27/09 612,799.00

Attachments

Link: [invoice](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/27/2009 01:20 PM	APRV
2	Ivan Cantu	Ivan Cantu	05/27/2009 01:44 PM	APRV
3	Auditor's Office		05/29/2009 05:34 PM	NEW

Form Started By: Dale Kennan
Started On: 05/27/2009 11:25 AM
Final Approval Date: 05/29/2009

05/04/2009

2009 MAY 27 PM 3 15

Montalvo Insurance Agency
PO Box 2
Weslaco, Texas 78599
956-968-5521

To: Hidalgo County
PO Box 1356
Edinburg, TX 78540

A

[illegible]

This is a renewal offer to the current coverage in place for the above mentioned. In order to secure renewal coverage, the enclosed application must be signed where indicated and remittance of payment is needed.

Payment Due Upon Receipt

Thank you for your business!

ADDENDUM

Total Premium: \$ 788.00 MP

N _____ **R** **X**

AI-15679

12.B.

**Health Division - FY09 Bioterrorism Discretionary Fund Phase II Contract
CC REGULAR**

Date: 06/02/2009
Submitted By: Dan Beltran, HEALTH & HUMAN SERVICES DEPT.
Department: HEALTH & HUMAN SERVICES DEPT.
Agenda Category: Health & Human Services Dept.

Information

CAPTION

1. Approval to accept the attached Bioterrorism Discretionary Fund Phase II Grant Contract #2009-031325, Attachment #001, in the amount of \$308,291.00 for the period 6/1/2009 to 11/30/2009.
2. Approval of Certification of Revenues as certified by the County Auditor for the Bioterrorism Discretionary Fund Phase II Grant.
3. Requesting approval of the attached Bioterrorism Discretionary Fund Phase II Grant Budget for the period 6/1/2009 to 11/30/2009 (Account #9-1293-441-00-340-041-9).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1293-441-00-340-041-9-XXX
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Appropriation of funds for the Bioterrorism Discretionary Fund Phase II Grant in the amount of \$308,291.00

Revenue account# 9-1293-331-10-340-041-9-000

Attachments

Link: [Bio Desc II Contract](#)
Link: [certification of revenues](#)
Link: [Budget](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/27/2009 08:47 AM	APRV
2	Manuel Chapa	Manuel Chapa	05/28/2009 03:04 PM	APRV
3	Auditor's Office		05/29/2009 05:34 PM	NEW

Form Started By: Dan Beltran Started On: 05/26/2009 04:07 PM
Final Approval Date: 05/29/2009

DEPARTMENT OF STATE HEALTH SERVICES



This contract, number **2009-031325** (Contract), is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and **HIDALGO COUNTY HEALTH DEPARTMENT** (Contractor), a Government Entity, (collectively, the Parties).

1. **Purpose of the Contract.** DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations as described in the Program Attachments.
2. **Total Amount of the Contract and Payment Method(s).** The total amount of this Contract is **\$308,291.00**, and the payment method(s) shall be as specified in the Program Attachments.
3. **Funding Obligation.** This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.
4. **Term of the Contract.** This Contract begins on **06/01/2009** and ends on **11/30/2009**. DSHS has the option, in its sole discretion, to renew the Contract as provided in each Program Attachment. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.
5. **Authority.** DSHS enters into this Contract under the authority of Health and Safety Code, Chapter 1001.
6. **Documents Forming Contract.** The Contract consists of the following:
 - a. Core Contract (this document)
 - b. Program Attachments:

2009-031325-001 Community Preparedness Section/Bioterrorism Discretionary Fund Projects Phase II
 - c. General Provisions (Sub-recipient)
 - d. Solicitation Document(s), and
 - e. Contractor's response(s) to the Solicitation Document(s).
 - f. Exhibits

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by DSHS and Contractor and incorporated herein.

7. **Conflicting Terms.** In the event of conflicting terms among the documents forming this Contract, the order of control is first the Core Contract, then the Program Attachment(s), then the General Provisions, then the Solicitation Document, if any, and then Contractor's response to the Solicitation Document, if any.

8. **Payee.** The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract:

Name: HIDALGO COUNTY

Address: HIDALGO COUNTY TREASURER 2810 S BUSINESS 281
EDINBURG, TX 78539-6243

Vendor Identification Number: 17460007176060

9. **Entire Agreement.** The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

By signing below, the Parties acknowledge that they have read the Contract and agree to its terms, and that the persons whose signatures appear below have the requisite authority to execute this Contract on behalf of the named party.

DEPARTMENT OF STATE HEALTH SERVICES

HIDALGO COUNTY HEALTH DEPARTMENT

By: _____
Signature of Authorized Official

By: _____
Signature

Date

Date

Bob Burnette, C.P.M., CTPM

Printed Name and Title

Director, Client Services Contracting Unit

Address

1100 WEST 49TH STREET
AUSTIN, TEXAS 78756

City, State, Zip

(512) 458-7470

Telephone Number

Bob.Burnette@dshs.state.tx.us

E-mail Address for Official Correspondence

DOCUMENT NO. 2009-031325-
PROGRAM ATTACHMENT NO. 001
PURCHASE ORDER NO.

CONTRACTOR: HIDALGO COUNTY HEALTH DEPARTMENT

**DSHS PROGRAM: Community Preparedness Section/Bioterrorism Discretionary Fund
Projects Phase II**

TERM: 06/01/2009 THRU: 11/30/2009

SECTION I. STATEMENT OF WORK:

Contractor shall perform activities in accordance with the specifications herein in support of the Centers for Disease Control and Prevention (CDC) Public Health Emergency Preparedness (PHEP) Budget Period 9 Goals by implementing approved projects which resolve identified gaps in or enhance local preparedness. These projects are funded by budget carryover from State Fiscal Year 2008 (SFY08) to CDC Budget Period 9 (Funding Opportunity AA154), and are designed to upgrade and integrate state and local public health jurisdictions' preparedness for and response to bioterrorism, outbreaks of infectious disease, and other public health threats and emergencies.

Contractor shall complete four (4) projects in fulfillment of the activities outlined in this Program Attachment.

On project one (1), Contractor shall purchase a mobile communication trailer for emergency response. This trailer shall provide a robust communications platform for emergency response activities.

Contractor will meet the following PHEP grant goals and critical tasks: Target Capability (TC) 1A – Planning; Critical Task (CT) 2: Support incident response operations according to all-hazards plan. CT 3: Improve regional, jurisdictional, and state all-hazard plans (including those related to pandemic influenza) to support response operations in accordance with National Incident Management System (NIMS) and the National Response Plan (NRP) (b) Assure agency's Emergency Operations Center (EOC) meets NIMS incident command structure requirements to perform core functions: communications. TC 2A - Information Gathering and Recognition of Indicators and Warning; CT 3: Decrease the time needed to disseminate timely and accurate national strategic and health threat intelligence. TC 6A - Communications; CT 1: Decrease the time needed to communicate internal incident response information. CT 2: Establish and maintain response communications network. CT 4: Ensure communications capability using a redundant system that does not rely on the same communications infrastructure as the primary system. CT 6: Increase the use of tools to provide telecommunications and information technology to support public health response.

On project two (2), Contractor shall purchase two (2) portable shower stations for use in the event of a disaster or emergency.

Contractor shall meet the following PHEP grant goals and critical tasks: Target Capability (TC) 6C – Responder Safety and Health; Critical Task (CT) 2: Increase compliance with public health, personnel health and safety requirements. TC 6G – Mass Care; CT1: Develop plans, policies, and procedures for the provision of mass care services to general populations and companion animals in coordination with all responsible agencies.

On project three (3), Contractor shall replace and augment current surveillance and planning equipment in order to effectively maintain the protection, promotion, and restoration of the population's health. This new equipment shall also help minimize response time particularly in large coverage areas.

Contractor shall meet the following PHEP grant goals and critical tasks: Target Capability (TC) 2A - Information Gathering and Recognition of Indicators and Warning; Critical Task (CT) 1: Increase the use of disease surveillance and early event detection systems. CT3: Decrease the time needed to disseminate timely and accurate national strategic and health threat intelligence. TC 6A – Communications; CT 1: Decrease the time needed to communicate internal incident response information.

On project four (4), Contractor shall implement data connectivity between its systems and twenty five (25) hospitals for transmission of emergency department encounters. The data connectivity forged through this project shall aid in electronic laboratory reporting and other forms of Health Information Exchange.

Contractor shall meet the following PHEP grant goals and critical tasks: Target Capability (TC) 2A: Information Gathering and Recognition of Indicators and Warning. TC 4A: Health Intelligence Analysis and Production. TC 5A: Epidemiological Surveillance and Investigation.

Contractor shall provide services in the following county/area: Aransas, Bee, Cameron, Hidalgo, Kleberg, Nueces, Refugio, Starr, and Webb.

Contractor shall comply with all applicable federal and state laws, rules, and regulations including, but not limited to, the following:

- Public Law 107-188, Public Health Security and Bioterrorism Preparedness and Response Act of 2002;
- Public Law 109-417, Pandemic and All Hazards Preparedness Act of 2006; and
- Chapter 81, Texas Health and Safety Code.

Contractor shall comply with all applicable regulations, standards and guidelines in effect on the beginning date of this Program Attachment.

This is an inter-local agreement under Chapter 791 of the Government Code.

Through this Program Attachment DSHS and Contractor are furnishing a service related to homeland security and under the authority of Texas Government Code § 421.062, neither agency is responsible for any civil liability that may arise from furnishing any service under this Program Attachment.

The following documents are incorporated by reference and made a part of this Program Attachment:

- Budget Period 9 funding for continuation of the Public Health Emergency Preparedness (PHEP) Cooperative Agreement guidance (dated September 21, 2007);
- Contractor's Discretionary Funding Project Application and Budget Detail; and
- Preparedness Program Guidance(s) as provided by DSHS.

SECTION II. PERFORMANCE MEASURES:

The following performance measures will be used to assess, in part, Contractor's effectiveness in providing the services described in this Program Attachment.

For project one (1), Contractor will purchase the following equipment and ensure that all items are integrated into the trailer to function as a mobile communications unit.

The trailer will be of no less than 12 feet with a standard tongue and reinforced roof.

The equipment integrated into the trailer will meet the following specifications:

- 1) Six (6) voice telephone channels with direct-inward-dial phone numbers and voicemail service for the provided voice channels.
- 2) Capability to switch among provided telephone channels.
- 3) Voice conferencing with publicly accessible meeting rooms.
- 4) Quality of Service (QoS) for additional Voice over Internet Protocol (VOIP) phones.
- 5) 802.11G wireless internet service surrounding the immediate vicinity of the trailer (approx. 200yd radius).
- 6) Satellite auto-pointing with internet connectivity delivered at 512KB upload X 512KB download speeds.
- 7) Network Operations Center (NOC) support mode for providing emergency internet connectivity to pre-existing datacenters at Emergency Operation Center.
- 8) At least one (1) channel of videoconferencing, with bridge services for multipoint conferencing.
- 9) Kiosk internet, email and VOIP access via two (2) terminals designed for durability in outdoor conditions.
- 10) Compact, integrated server platform for ad-hoc hosting of apps and custom pre-loaded software.
- 11) Direct Current (DC) power system capable of running minimum services for at least 12 hours, with gas-powered generator backup and recharge system.

- 12) Multicast streaming capability for Internet Protocol (IP) rebroadcast of multimedia images and sound.
- 13) Weather tracking system providing Nexrad radar, forecasts and tide information.

By November 30, 2009, Contractor shall conduct a deployment exercise to evaluate use of the trailer.

For project two (2), Contractor shall purchase two (2) portable shower-sink-toilet trailers with the following specifications:

- 1) Fresh water tank with 340-gallon minimum capacity.
- 2) Onboard water system with 115 gallon capacity.
- 3) Waste water tank of 115 gallon capacity.
- 4) Propane heated water system with two (2) 40 pound propane tanks.
- 5) Light Emitting Diode (LED) waste tank level indicator.
- 6) 5600 BTU heater and 9,000 British Thermal Units (BTU) roof mounted Air Conditioner.
- 7) Solid surface countertops and backsplash.
- 8) Lockable cabinet with trash receptacle.
- 9) One (1) piece rubberized floor.
- 10) One (1) piece thermo formed ceiling panel.
- 11) 1/4" White smooth laminated interior walls.
- 12) 26" x 36" shatter proof mirror.
- 13) One (1) soap, one (1) paper towel, and three (3) toilet tissue dispenser(s).
- 14) Porcelain pedal flush toilet.
- 15) Female module will contain sanitary napkin dispenser.
- 16) Male modules will contain auto flush porcelain urinal in addition to toilet.

For project three (3), Contractor shall purchase, install and configure the following equipment:

- 1) Three (3) field ready, wireless laptops which include, but are not limited to, the following specifications:
 - a) Windows XP Service Pack 2
 - b) One (1) Dual core processor of no less than 1.2Gigahertz (GHz) with an 800 Megahertz (MHz) Front Side Bus (FSB).
 - c) One (1) Shock-mounted, quick-release 80 Gigabyte (GB) hard drive.
 - d) One (1) GB of Random Access Memory (RAM) running at no less than 667 MHz.
 - e) One (1) integrated 802.11 a/b/g/draft-n wireless network card.
 - f) 10.4" Liquid Crystal Display (LCD):
 - i) Compatible with no less than 1024 x 768 pixels Extended Graphics Adapter (XGA)
 - ii) Sunlight-viewable with swivel.
 - iii) Pressure sensitive touch-screen.
 - g) Simultaneous access to 3G mobile broadband, Wi-Fi, Bluetooth and GPS
 - h) Business audio speakers
 - i) Fast Ethernet 100Mbps

- j) USB Port
 - k) Full magnesium alloy case with handle
 - l) Sealed all-weather design
 - m) Rain-, spill-, dust-, and vibration-resistant
 - n) 3-year limited warranty on-site service
- 2) Four (4) handheld Global Positioning System (GPS) receivers which include, but are not limited to, the following specifications:
- a) Transflective color Thin Film Transistor (TFT) display.
 - b) Universal Serial Bus (USB) and National Marine Electronics Association (NMEA) 0183 compatible interface.
 - c) Preloaded topographic maps and base maps with the ability to add maps.
 - d) Automatic routing (turn by turn routing on roads)
 - e) Electronic compass
 - f) Unit-to-unit wireless data transfer
- 3) Nine (9) desktop computers which include, but are not limited to, the following specifications:
- a) Processor: Pentium 4 or D Processor (2.8GHz, 800 MHz FSB or higher), Intel Core 2 Processor (1.8GHz, 800 MHz FSB or higher), or AMD Athlon 64 or 64x2 Processor (2.0 GHz or higher)
 - b) Memory: 1 GB RAM, 667 MHz or higher
 - c) Video Card: 128 MB RAM PCI Express or AGP or higher
 - d) Hard Drive: 80 GB EIDE 7200RPM or higher
 - e) Storage: 1.44MB 3.5-inch floppy drive or USB card reader
 - f) Network Adapter: Fast Ethernet 100 Mbps or higher
 - g) CD ROM: EIDE or SATA 52x speed CD ROM drive or higher
 - h) Speaker: Business audio speakers
 - i) PS/2 or USB keyboard
 - j) PS/2 or USB 2-button optical mouse
 - k) Monitor: 17-inch SVGA color monitor (1024x768 resolution or higher)
 - l) Hardware Support Service: 3-year limited warranty on-site service
 - m) Security: Antivirus and anti-spyware software
- 4) Two (2) laser fax machines which included, but are not limited to, the following specifications:
- a) Black/White (B/W) laser print technology with up to 600 dots-per-inch.
 - b) B/W Faxing at 33.6 kilobits per second (Kbps) Super G3 Fax Modem Speed
 - c) Automatic document feeder
 - d) 250-sheet input paper capacity
 - e) 8MB memory
- 5) Two (2) GPS Receivers

For project four (4), Contractor shall complete the following activities:

By November 30, 2009, Contractor shall implement a syndromic surveillance system with the following hospitals:

- 1) Christus Spohn Hospital Beeville
- 2) Valley Baptist Medical Ctr

- 3) Valley Baptist in Brownsville
- 4) Valley Regional Medical Ctr
- 5) South Texas Health Care System
- 6) Harlingen Medical Center
- 7) Rio Grande Regional Hospital
- 8) McAllen Medical Center (South Texas Health System)
- 9) Edinburg Regional Medical Ctr.
- 10) Knapp Medical Center
- 11) Doctors Hospital at Renaissance
- 12) Mission Hospital Inc.
- 13) Christus Spohn Hospital Kleberg
- 14) Christus Spohn Memorial Hospital
- 15) Christus Spohn Hospital South
- 16) Driscoll Children's Hospital
- 17) Northwest Regional Hospital
- 18) Corpus Christi Doctors Reg Med Ctr
- 19) Corpus Christi Med Ctr-Bay Area
- 20) Christus Spohn Hospital Shoreline
- 21) Refugio Memorial Hospital
- 22) North Bay General Hospital
- 23) Starr County Memorial Hospital
- 24) Doctors Hospital of Laredo
- 25) Laredo Medical Center

By November 30, 2009, Contractor shall complete the integration plan and meet the following:

- 1) Data transmission between the Real-time Outbreak and Disease Surveillance (RODS) system and ESSENCE syndromic surveillance analysis software on the Contractor's network.
- 2) Data updates will be transmitted on a daily basis.
- 3) Data will include updates for all emergency department encounters at the participating hospitals.
- 4) Patient data collected will be aggregate, de-identified data.

All approved equipment must be purchased on or before August 31, 2009.

Contractor shall provide reports as requested by DSHS to satisfy information-sharing requirements set forth in Texas Government Code, Sections 421.071 and 421.072 (b) and (c).

SECTION III. SOLICITATION DOCUMENT:

N/A

SECTION IV. RENEWALS:

None.

SECTION V. PAYMENT METHOD:

Cost Reimbursement

Funding is further detailed in the attached Categorical Budget and, if applicable, Equipment List

SECTION VI. BILLING INSTRUCTIONS:

Contractor shall request payment using the State of Texas Purchase Voucher (Form B-13) and acceptable supporting documentation for reimbursement of the required services/deliverables. The B-13 can be found at the following link <http://www.dshs.state.tx.us/grants/forms/b13form.doc>. Vouchers and supporting documentation should be mailed or submitted by fax or electronic mail to the addresses/number below.

Claims Processing Unit, MC1940
Texas Department of State Health Services
1100 West 49th Street
PO Box 149347
Austin, TX 78714-9347

The fax number for submitting State of Texas Purchase Voucher (Form B-13) to the Claims Processing Unit is (512) 458-7442. The email address is invoices@dshs.state.tx.us.

SECTION VII. BUDGET:

Cost Reimbursement

Funding is further detailed in the attached Categorical Budget and, if applicable, Equipment List.

SOURCE OF FUNDS: *CFDA* # 93.283

SECTION VIII. SPECIAL PROVISIONS:

General Provisions, **Compliance and Reporting** Article, is revised to include:

Contractor shall submit a final report detailing the completion of performance measures in this Program Attachment to DSHS no later than December 30, 2009 (thirty (30) days after the end the contract period) in a format as prescribed by

DSHS. The report will be forwarded electronically to PHP.Contracts@dshs.state.tx.us

In addition, Contractor shall provide DSHS any other reports, to include but not limited to the progress of activities, copies of detailed receipts or invoices for expenses incurred, that DSHS determines necessary to accomplish the objectives of this contract and to monitor compliance.

General Provisions, **Terms and Conditions of Payment** Article, is revised to include:

DSHS will monitor Contractor's billing activity and expenditure reporting on a monthly basis. Based on these reviews, DSHS may reallocate funding between contracts to maximize use of available funding.

General Provisions, **Allowable Costs and Audit Requirements** Article, is amended to include the following:

For the purposes of this Program Attachment, funds may not be used for research, reimbursement of pre-award costs, new construction, or to purchase incentive items.

2009-031325-001

Categorical Budget:

PERSONNEL	\$0.00
FRINGE BENEFITS	\$0.00
TRAVEL	\$0.00
EQUIPMENT	\$155,872.00
SUPPLIES	\$2,419.00
CONTRACTUAL	\$150,000.00
OTHER	\$0.00
TOTAL DIRECT CHARGES	\$308,291.00
INDIRECT CHARGES	\$0.00
TOTAL	\$308,291.00
DSHS SHARE	\$308,291.00
CONTRACTOR SHARE	\$0.00
OTHER MATCH	\$0.00

Total reimbursements will not exceed \$308,291.00

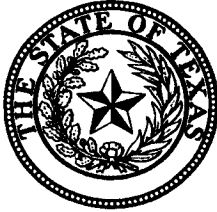
Financial status reports are due: 09/30/2009, 01/29/2010

Equipment List Attached.

Equipment List

Equipment Total: \$ 155,872.00

Item #	Equipment Description	Units	Unit Cost	Total
1	Brother IntelliFAX AX-4750e. Business Class Laser Fax w/super G3 33.6K bps modem & 8MB memory w/battery back-up can store up to 600 pages for out-of-paper capability & Quick Scan; 250-sheet paper capacity.	2	\$509.00	\$1,018.00
2	Comfort Elite II Shower Deluxe. Includes: shower, sink & toiler module, propane on demand heated water system, 2-40lb propane tanks, onboard water system 115gal, LED waste tank level indicator monitor, 5600 BTU heater/9,000 BT, roof mount A/C.	1	\$25,300.00	\$25,300.00
3	Garmin nuvi 770 GPS receiver; 2D/3D map perception; illumination display; run time-5hrs; Bluetooth; anti-glare touch screen; SD memory card.	2	\$800.00	\$1,600.00
4	HP Compaq dc5800 Desktop. 1 Pentium Dual CORE E2220/2.4GHz-RAM 1 GB-HDD 1x80 GB-CD-RW/DVD-GMA 3100 Dynamic Video Memory Technology 4.0-Gigabit Ethernet-Vista Business/XP Pro downgrade-Monitor.	9	\$625.00	\$5,625.00
5	Mobile communications trailer (center); 12' standard tongue trailer, heavy-duty w/custom-reinforced roof to support satellite dish system, toilet & utility sink; cabinets; fold-down couches; removable center table; air conditioner; heater; microwave.	1	\$110,500.00	\$110,500.00
6	Panasonic Toughbook 19 touchscreen PC version-Core 2 Duo U7500 1.06 GHz. Integrated Intel Centrino Duo Mobile Technology, energy efficient, and high performance lithium-ion battery provides an operating time up to 8 hours.	3	\$3,943.00	\$11,829.00



TEXAS DEPARTMENT OF STATE HEALTH SERVICES

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature

Date

Print Name of Authorized Individual

2009-031325

Application or Contract Number

HIDALGO COUNTY HEALTH
DEPARTMENT

Organization Name

COUNTY of HIDALGO



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

EDINBURG, TEXAS 78539

May 27, 2009

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

RE: Certification of Revenue

Dear Judge and Commissioners:

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

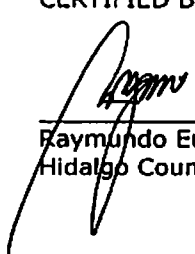
The county auditor shall certify to the commissioners court the receipt of all public or private grant or aid money that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court shall adopt a special budget for the limited purpose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

I, Ray Eufrazio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of the following grant award from the Department of State Health Services (DSHS). These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT
\$308,291.00

GRANT
2009-031325 -001 Community Preparedness Section/Bioterrorism
Discretionary Fund Projects Phase II

CERTIFIED BY:


Raymundo Eufrazio, CPA
Hidalgo County Auditor

5/27/09
Date

HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ, JR.
JUDGE, 12th D.C.

RODOLFO DELGADO
JUDGE, 13th D.C.

J. R. "BOBBY" FLORES
JUDGE, 14th D.C.

ROSE GUERRA REYNA
JUDGE, 20th D.C.

AMAR PARTIDA
JUDGE, 27th D.C.

MARIO E. RAMIREZ, JR.
JUDGE, 33rd D.C.

NOE GONZALEZ
JUDGE, 37th D.C.
OVERSEER

LETICIA LOPEZ
JUDGE, 38th D.C.

ADA SALINAS FLORES
JUDGE, 39th D.C.

ISRAEL RAMON, JR.
JUDGE, 43rd D.C.

JESSE CONTRERAS
JUDGE, 44th D.C.

Extension of Cell Phone Policy to Aug. 31, 2009**CC REGULAR**

Date: 06/02/2009
Submitted By: Angela Garcia, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Category: IT Department

Information**CAPTION**

Discussion, consideration, and approval to extend the existing cellular phone services until Aug. 31, 2009, and to include May 31, 2009 & June 1, 2009 to enable the County to transition to the newly adopted Hidalgo County Wireless Communication Services Policy in a more cost-effective manner.

BACKGROUND**Fiscal Impact**

FISCAL YEAR: 2009 **ACCT. #:** Co. wide obj. 532
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funding source for wireless devices is obj. 532 for all county departments. Please refer to attached expense report for funding availability as of 5-29-09.

Attachments

Link: [Wireless Services Policy](#)

Link: [Transition of Services](#)

Link: [Obj Code 532 expense report](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/29/2009 02:08 PM	APRV
2	Ivan Cantu	Ivan Cantu	05/29/2009 02:44 PM	APRV
3	Auditor's Office		05/29/2009 05:34 PM	NEW
Form Started By: Angela Garcia			Started On: 05/27/2009 02:25 PM	
Final Approval Date: 05/29/2009				

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WIRELESS COMMUNICATION SERVICES POLICY, GUIDELINES, AND PROCEDURES

REFERENCE

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

BACKGROUND

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

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

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

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

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

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

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

POLICIES AND GUIDELINES

1.00 WIRELESS COMMUNICATION SERVICES ADMINISTRATION

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

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

For departments issued a wireless device:

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

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For cellular telephone allowances:

- a. Employee name;
 - b. Employee number;
 - c. Employee cellular telephone number;
 - d. Allowance amount;
 - e. Effective date of the allowance; and
 - f. Commissioners' Court approval date.
 3. Provides departments with a list of authorized allowances and wireless devices on a quarterly basis.
 4. Maintain contact information for the County's' authorized wireless device service representative;
 5. Receives County owned cellular phones from the County's' authorized wireless device service provider and issues cellular phones to Officials/Department Heads;
 6. Provides training to Officials/Department Heads and employees participating in the Program regarding the proper use of wireless devices in accordance with this policy prior to receipt of a cellular telephone allowance of issuance of a wireless device;
 7. Settle wireless device invoice disputes with the County's' authorized wireless device service representative for County owned devices and service plans;
 8. Reviews the Wireless Communication Services Policy at least annually and presents recommendations for improvement to Commissioners' Court for approval; and
 9. Is responsible for other duties as outlined by this policy.
- 1.02 Officials/Department Heads shall be responsible for administering the Wireless Communication Services Program for their respective office/department. Duties may be assigned to a designee, however ultimate responsibility for the administration of the Program remains with the Officials/Department Heads. Officials/Department Heads responsibilities include:
1. Receives training upon requesting wireless communication services and annually thenceforth regarding administration of the program and responsibilities from the Wireless Communication Services Administrator;
 2. Determine the potential need for an employee to utilize a cellular phone for County business and the appropriate monthly allowance based on business usage, not to exceed the Court approved amount of \$75 per month;
 3. Submits requests for wireless communication services to the Wireless Communication Services Administrator;
 4. Distributes wireless communication devices to the Users if departmental or employee assigned wireless communication devices are approved;

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

2.00 CELLULAR TELEPHONE SERVICE ALLOWANCE

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

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

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

2.03 Obtaining a Cellular Telephone Service Allowance

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

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- 2.04 **Form W.1.2 “Wireless Communication Service Request”** form will be distributed to Officials/Department Heads on or around December of each calendar year to verify the need for the allowance. These forms will have to be approved by Commissioners Court to continue the cellular telephone allowance.
- 2.05 **Wireless Communication Allowance Amount**
1. Employees whose job requires them to be accessible during regular working hours and also after normal business hours will receive an allowance of **\$40.00** per month, so that they can obtain their own cellular phone plans.
 2. Employees who are required to be on call 24/7 and require a substantial number on minutes as determined by the Commissioners’ Court will receive an allowance of **\$75.00** per month, so that they can obtain their own cellular phone plans.
- 2.06 The cellular phone allowance will be split equally between the first and second paycheck of each month beginning the first full pay period following Commissioners Court approval and evidence of cellular phone service has been established by the allowance recipient.
- 2.07 Only one allowance for a single cellular phone will be approved for each qualified employee.
- 2.08 A phone purchase over and above the promotional phones offered by the cellular phone provider and any accessories will be the responsibility of the employee.
- 2.09 If equipment is lost, damaged or malfunctioning it will be the employee’s responsibility to maintain/replace the equipment at his/her own expense.
- 2.10 **Recipient Responsibilities**
1. The employee will provide his or her cellular telephone number to the Wireless Communication Services Administrator and the Official/Department Head upon activation.
 2. The employee will purchase cellular phone service and equipment and assumes responsibility for vendor terms and conditions.
 3. The employee is responsible for plan choices, service levels, calling areas, service and phone features, termination clauses, and payment terms and penalties.
 4. The employee is responsible for the purchase, loss, damage, insurance, and/or replacement of phone equipment.
 5. The employee shall maintain active cellular phone service. Documentation verifying continuous service, such as a copy of the first page of the monthly cellular phone bill or payment receipt, must be provided to the Officials/Department Heads or his designee on a monthly basis.
 6. The employee agrees to carry the cellular phone with them, keep it charged and in operational condition, and be accessible for business use as required by their department head or supervisor.
 7. The employee must immediately notify the Officials/Department Heads or his designee and the Wireless Communication Services Administrator if there is a change in cellular phone number.

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

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

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

3.00 HIDALGO COUNTY OWNED DEVICES ASSIGNED TO THE DEPARTMENT

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

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

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

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

3.03 Guidelines for Hidalgo County Owned Cellular Telephones

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

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- f. Certain legal and regulatory requirements may necessitate that the County review and preserve relevant data that is stored on a Hidalgo County owned device.
 5. Use of additional services, including long distance, directory assistance, direct connect charges, text messaging, data and third party services, and equipment insurance protection not included in the rate plans approved by Commissioners' Court is prohibited. Employees may be held personally liable if these types of charges are incurred. In addition, reimbursement to the County Treasurer's Office must be immediately made.
- 3.04 **Obtaining a County Owned Wireless Communication Device**
1. The Officials/Department Heads shall make requests to the Wireless Communication Services Administrator for wireless communication services using **Form W.1.2 "Wireless Communication Service Request"** form.
 2. The Wireless Communication Services Manager must fill out **Form W.1.2 "Wireless Communication Service Request"** form with the following information:
 - a. Department name;
 - b. Department's budget/expense account number;
 - c. Wireless communication service type;
 - d. Estimated amount of business use per month (in minutes);
 - e. Number of wireless communication devices needed;
 - f. Justification for wireless communication service; and
 - g. Officials/Department Heads signature.
 3. The Wireless Communication Services Administrator will submit the request to Commissioners Court with a recommendation.
 4. Request for wireless communication services submitted by departments under Commissioners' Court must first be approved by the Commissioners' Court Executive Officer before being submitted to Commissioners' Court for approval.
 5. The Wireless Communication Services Administrator shall obtain approval from Commissioners Court before authorizing wireless communication services.
 6. Once approval is obtained, the department must prepare a purchase order for the full amount of the equipment and yearly service.
 7. The purchase order should then be forwarded to the I.T. department for ordering of the equipment and service plan.
 8. Once the cellular phone is received by the I.T. Department, the Officials/Department Heads must sign **Form W.1.1 "Wireless Communication Agreement"**.
 9. The cellular phone is assigned to the department.

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3.05 Departmental Responsibilities

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

3.06 Payment and Reconciliation

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

HIDALGO COUNTY, TEXAS

ADMINISTRATIVE POLICY MANUAL

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09/14/2004

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

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

4.00 DISCIPLINARY ACTIONS FOR POLICY NON-COMPLIANCE

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

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

HIDALGO COUNTY, TEXAS
ADMINISTRATIVE POLICY MANUAL

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

TRANSITION OF EXISTING SERVICE

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

For 01/01/09 - 01/31/10
Periods 01 - 13

Expenditure Summary Report
Standard Report Format

FJEXS01B
1001 - Standard Report Spec

<u>Account Number / Description</u>		<u>Original Budget</u>	<u>Adjusted Budget</u>	<u>Y-T-D Encumbrance</u>	<u>Y-T-D Expended</u>	<u>Available Balance</u>	<u>Percent Used</u>
1100 GENERAL FUND							
9-1100-412-00-002-001-0-532	93RD DC-WIRELESS DEVICES	300.00	300.00	.00	.00	300.00	.00
9-1100-412-00-009-003-0-532	INDIGENT DEFENSE-WIRELESS DEVICES	.00	475.00	.00	284.11	190.89	59.81
9-1100-412-00-061-001-0-532	JP PCT 1/PL 1-WIRELESS DEVICES	900.00	900.00	.00	96.97	803.03	10.77
9-1100-412-00-066-001-0-532	JP PCT 3/PL 2-WIRELESS DEVICES	1,488.29	1,488.29	.00	154.17	1,334.12	10.36
9-1100-412-00-068-001-0-532	JP PCT 4/PL 2-WIRELESS DEVICES	911.00	911.00	.00	381.78	529.22	41.91
9-1100-412-00-090-001-0-532	DIST CLERK-WIRELESS DEVICES	.00	732.94	.00	137.94	595.00	18.82
9-1100-413-00-110-006-0-532	CO JUDGE-WIRELESS DEVICES	1,000.00	1,405.00	.00	680.21	724.79	48.41
9-1100-414-00-130-001-0-532	ELECTIONS DEPT-WIRELESS DEVICES	30,000.00	30,268.00	6,855.03	2,649.92	20,763.05	31.40
9-1100-415-00-200-001-0-532	INFO TECH DEPT-WIRELESS DEVICES	32,000.00	38,200.00	.00	4,797.14	33,402.86	12.56
9-1100-415-14-115-001-0-532	DBM-BUDGET DIV-WIRELESS DEVICES	800.00	1,125.00	.00	673.75	451.25	59.89
9-1100-415-15-140-001-0-532	TAX OFF-WIRELESS DEVICES	8,000.00	8,700.00	6,533.13	620.45	1,546.42	82.23
9-1100-415-18-160-001-0-532	PURCHASING-WIRELESS DEVICES	2,000.00	2,000.00	155.23	394.77	1,450.00	27.50
9-1100-415-21-170-001-0-532	CO AUDITOR-WIRELESS DEVICES	.00	1,500.00	880.00	291.71	328.29	78.11
9-1100-415-40-180-001-0-532	CO CLERK-WIRELESS DEVICES	.00	245.00	.00	144.87	100.13	59.13
9-1100-415-50-190-002-0-532	HUMAN RESOURCES-WIRELESS DEVICES	500.00	500.00	.00	184.63	315.37	36.93
9-1100-419-10-210-001-0-532	PLANNING DEPT-WIRELESS DEVICES	7,799.88	7,799.88	.00	1,284.39	6,515.49	16.47
9-1100-419-40-115-069-0-532	CRTHSE PK LOT-WIRELESS DEVICES	2,150.00	2,150.00	.00	465.57	1,684.43	21.65
9-1100-419-40-220-001-0-532	GEN GOVT BLDG-WIRELESS DEVICES	15,000.00	15,000.00	2,193.41	5,514.93	7,291.66	51.39
9-1100-419-50-115-059-0-532	DBM-SAFETY DIV-WIRELESS DEVICES	8,500.00	8,500.00	.00	1,445.89	7,054.11	17.01
9-1100-421-00-115-028-0-532	TX ALCOHOLIC BEVERAGE COMM-WIRELESS DEV	3,000.00	3,000.00	.00	943.07	2,056.93	31.44
9-1100-421-00-280-001-0-532	SHERIFF-WIRELESS DEVICES	.00	9,455.07	2,984.58	.00	6,470.49	31.57
9-1100-421-00-291-001-0-532	CONSTABLE PCT.1-WIRELESS DEVICES	.00	5,500.00	.00	.00	5,500.00	.00
9-1100-421-00-292-001-0-532	CONSTABLE PCT.2-WIRELESS DEVICES	.00	500.00	.00	.00	500.00	.00
9-1100-421-00-294-001-0-532	CONSTABLE PCT.4-WIRELESS DEVICES	250.00	250.00	.00	79.43	170.57	31.77
9-1100-421-00-295-001-0-532	CONSTABLE PCT.5-WIRELESS DEVICES	1,400.00	1,400.00	.00	82.47	1,317.53	5.89
9-1100-422-10-300-001-0-532	EMERG SRVS-FM-WIRELESS DEVICES	4,675.00	16,835.00	.00	715.35	16,119.65	4.25

Hidalgo County
Expenditure Summary Report
Standard Report Format

<u>Account Number / Description</u>		<u>Original Budget</u>	<u>Adjusted Budget</u>	<u>Y-T-D Encumbrance</u>	<u>Y-T-D Expended</u>	<u>Available Balance</u>	<u>Percent Used</u>
1100 GENERAL FUND							
9-1100-423-32-330-001-0-532	JUV DET HM-WIRELESS DEVICES	.00	310.00	.00	.00	310.00	.00
9-1100-423-60-330-002-0-532	JUV PROB-WIRELESS DEVICES	.00	82.72	.00	.00	82.72	.00
9-1100-429-00-300-023-0-532	EMERG SRVS-EM-WIRELESS DEVICES	12,000.00	18,676.87	11,302.47	1,687.22	5,687.18	69.55
9-1100-432-00-121-001-0-532	PCT1 SANITATION-WIRELESS DEVICES	.00	240.00	.00	.00	240.00	.00
9-1100-432-00-122-001-0-532	PCT2 SANITATION-WIRELESS DEVICES	.00	690.00	.00	.00	690.00	.00
9-1100-432-00-123-001-0-532	PCT3 SANITATION-WIRELESS DEVICES	1,500.00	2,544.00	1,356.27	521.59	666.14	73.82
9-1100-432-00-124-001-0-532	PCT4 SANITATION-WIRELESS DEVICES	.00	826.00	258.00	.00	568.00	31.23
9-1100-441-00-340-001-0-532	HEALTH ADM-WIRELESS DEVICES	15,000.00	17,015.00	10,644.49	2,555.51	3,815.00	77.58
9-1100-441-00-340-003-0-532	HEALTH CLINICS-WIRELESS DEVICES	1,500.00	5,000.00	750.09	464.91	3,785.00	24.30
9-1100-466-00-122-018-0-532	PCT2 CRC-TWO-WIRELESS DEVICES	.00	500.00	.00	.00	500.00	.00
9-1100-466-00-122-082-0-532	PCT2 CRC (S.TOWER)-WIRELESS DEVICES	.00	1,365.00	359.82	.00	1,005.18	26.36
1100 GENERAL FUND		150,674.17	206,389.77	44,272.52	27,252.75	134,864.50	34.66
1200 R&B COUNTYWIDE							
9-1200-431-00-115-042-0-532	COLONIA ACCESS PRG-WIRELESS DEVICES	600.00	600.00	.00	160.77	439.23	26.80
9-1200-431-00-122-004-0-532	CO SHOP-WIRELESS DEVICES	700.00	700.00	.00	68.26	631.74	9.75
9-1200-431-00-260-001-0-532	R-O-W DEPT-WIRELESS DEVICES	3,000.00	3,000.00	.00	2,343.03	656.97	78.10
1200 R&B COUNTYWIDE		4,300.00	4,300.00	.00	2,572.06	1,727.94	59.82
1201 R&B PRECINCT 1							
9-1201-431-00-121-004-0-532	PCT1 RD ADM-WIRELESS DEVICES	.00	1,030.60	.00	872.55	158.05	84.66
1201 R&B PRECINCT 1		.00	1,030.60	.00	872.55	158.05	84.66
1202 R&B PRECINCT 2							
9-1202-431-00-122-005-0-532	PCT2 RD ADM-WIRELESS DEVICES	2,500.00	2,555.00	55.00	1,045.07	1,454.93	43.06
9-1202-431-00-122-006-0-532	PCT2 P/U RD-WIRELESS DEVICES	.00	4,000.00	.00	.00	4,000.00	.00
1202 R&B PRECINCT 2		2,500.00	6,555.00	55.00	1,045.07	5,454.93	16.78
1203 R&B PRECINCT 3							
9-1203-431-00-123-004-0-532	PCT3 RD ADM-WIRELESS DEVICES	8,000.00	10,230.26	6,760.76	2,749.46	720.04	92.96
9-1203-431-00-123-005-0-532	PCT3 P/U RD-WIRELESS DEVICES	.00	8,744.04	700.00	.00	8,044.04	8.01
1203 R&B PRECINCT 3		8,000.00	18,974.30	7,460.76	2,749.46	8,764.08	53.81
1204 R&B PRECINCT 4							
9-1204-431-00-124-007-0-532	PCT4 P/U RD-WIRELESS DEVICES	3,000.00	6,915.98	3,329.16	825.62	2,761.20	60.08

For 01/01/09 - 01/31/10
Periods 01 - 13

Expenditure Summary Report
Standard Report Format

FJEXS01B

1001 - Standard Report Spec

Account Number / Description	Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1204 R&B PRECINCT 4						
1204 R&B PRECINCT 4	3,000.00	6,915.98	3,329.16	825.62	2,761.20	60.08
1212 PARKS PRECINCT 2						
9-1212-452-00-122-008-0-532 PCT2 PARKS-WIRELESS DEVICES	960.00	960.00	.00	325.77	634.23	33.93
1212 PARKS PRECINCT 2	960.00	960.00	.00	325.77	634.23	33.93
1213 PARKS PRECINCT 3						
9-1213-452-00-123-008-0-532 PCT3 PARKS-WIRELESS DEVICES	750.00	1,839.15	922.41	416.74	500.00	72.81
1213 PARKS PRECINCT 3	750.00	1,839.15	922.41	416.74	500.00	72.81
1214 PARKS PRECINCT 4						
9-1214-452-00-124-009-0-532 PCT4 PARKS-WIRELESS DEVICES	550.00	951.83	519.27	224.56	208.00	78.15
1214 PARKS PRECINCT 4	550.00	951.83	519.27	224.56	208.00	78.15
1222 DISTRICT ATTORNEY BAD CHECK PROCESSING						
9-1222-412-00-080-006-0-532 DA BAD CK-WIRELESS DEVICES	5,000.00	5,000.00	.00	1,330.65	3,669.35	26.61
1222 DISTRICT ATTORNEY BAD CHECK PROCESSING	5,000.00	5,000.00	.00	1,330.65	3,669.35	26.61
1228 SHERIFF EQUITABLE SHARING-U.S. TREASURY						
9-1228-421-00-280-006-0-532 SHRF FED SHARING-US TREAS-WIRELESS DEV	5,000.00	5,000.00	.00	.00	5,000.00	.00
1228 SHERIFF EQUITABLE SHARING-U.S. TREASURY	5,000.00	5,000.00	.00	.00	5,000.00	.00
1229 SHERIFF EQUITABLE SHARING-U.S. DEPT. OF						
9-1229-421-00-280-007-0-532 SHRF FED SHARING-USDJ-WIRELESS DEVICES	45,000.00	45,000.00	.00	12,158.03	32,841.97	27.02
1229 SHERIFF EQUITABLE SHARING-U.S. DEPT. OF	45,000.00	45,000.00	.00	12,158.03	32,841.97	27.02
1252 HIDTA FEDERAL SHARING-US TREASURY						
9-1252-412-00-270-012-0-532 HIDTA US TREASURY-WIRELESS DEVICES	1,000.00	4,000.00	.00	.00	4,000.00	.00
1252 HIDTA FEDERAL SHARING-US TREASURY	1,000.00	4,000.00	.00	.00	4,000.00	.00
1282 DESIGNATED PURPOSE GRANTS LVL 2						
9-1282-412-30-085-001-9-532 PUBLIC DEFENDER-WIRELESS DEVICES	.00	150.00	.00	99.35	50.65	66.23
1282 DESIGNATED PURPOSE GRANTS LVL 2	.00	150.00	.00	99.35	50.65	66.23
1291 HIDTA						
9-1291-412-00-270-003-8-532 HIDTA TASK FORCE-WIRELESS DEVICES	.00	6,145.50	.00	3,924.43	2,221.07	63.86
9-1291-412-00-270-003-9-532 HIDTA TASK FORCE-WIRELESS DEVICES	.00	2,580.00	.00	.00	2,580.00	.00
1291 HIDTA	.00	8,725.50	.00	3,924.43	4,801.07	44.98
1292 WIC						
9-1292-441-00-350-001-9-532 WIC ADM-WIRELESS DEVICES	.00	11,133.14	2,450.00	1,865.82	6,817.32	38.77
1292 WIC	.00	11,133.14	2,450.00	1,865.82	6,817.32	38.77
1293 HEALTH DEPARTMENT						

Hidalgo County
Expenditure Summary Report
Standard Report Format

<u>Account Number / Description</u>	<u>Original Budget</u>	<u>Adjusted Budget</u>	<u>Y-T-D Encumbrance</u>	<u>Y-T-D Expended</u>	<u>Available Balance</u>	<u>Percent Used</u>
1293 HEALTH DEPARTMENT						
9-1293-441-00-340-013-9-532 TDH PHPSB-WIRELESS DEVICES	.00	4,183.40	531.65	2,821.36	830.39	80.15
1293 HEALTH DEPARTMENT	.00	4,183.40	531.65	2,821.36	830.39	80.15
1295 JUVENILE PROBATION POST-ADJUDICATION FAC						
9-1295-423-00-330-028-0-532 WESL B/C-WIRELESS DEVICES	2,500.00	2,500.00	.00	320.25	2,179.75	12.81
1295 JUVENILE PROBATION POST-ADJUDICATION FAC	2,500.00	2,500.00	.00	320.25	2,179.75	12.81
1297 ADULT PROBATION						
9-1297-423-00-320-005-9-532 RESTITUTION CTR-WIRELESS DEVICES	.00	586.00	.00	.00	586.00	.00
9-1297-423-00-320-020-9-532 SATF-WIRELESS DEVICES	.00	3,526.00	.00	.00	3,526.00	.00
1297 ADULT PROBATION	.00	4,112.00	.00	.00	4,112.00	.00
9 YEAR	229,234.17	337,720.67	59,540.77	58,804.47	219,375.43	35.04

AI-15694

13.B.

**Division of Emergency Services
CC REGULAR**

Date: 06/02/2009
Submitted By: Belinda Alvarez, EMERGENCY SERVICES DIVISION
Submitted For: Belinda Alvarez
Department: EMERGENCY SERVICES DIVISION
Agenda Category: Emergency Services Division

Information

CAPTION

Discussion, consideration and approval for Fire Marshal's Office to continue existing cellular services as well as upgrade of equipment with Sprint for the following county owned department assigned cell phones.

1. 956-239-1180 (Juan Martinez) BE1000 BASIC PLAN, E-MAIL AND WEB PLAN – REQ# 155742
2. 956-289-3857 (Wesley Bradley) BE1000 BASIC PLAN, E-MAIL AND WEB PLAN – REQ# 155782
3. 956-289-3873 (Marco Moreno) BE1000 BASIC PLAN, E-MAIL AND WEB PLAN – REQ# 155788
4. 956-393-1848 (Javier Garcia) BE1000 BASIC PLAN, E-MAIL AND WEB PLAN – REQ# 155783

BACKGROUND

Due to the response efforts of Emergency Services, we are requesting authority to continue cellular services with Sprint through the contract with the State of Texas H-GAC-CW-05-2 and existing Sprint account number 482298699.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-422-10-300-001-0-532
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Requisition# 155742 amount available is \$770.00
Requisition# 155782 amount available is \$770.00
Requisition# 155788 amount available is \$770.00
Requisition# 155783 amount available is \$770.00

As of 05/28/09.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/27/2009 02:48 PM	APRV
2	Roland Garcia	Rolando Garcia	05/29/2009 04:17 PM	APRV
3	Auditor's Office		05/29/2009 05:34 PM	NEW

Form Started By: Belinda Alvarez

Started On: 05/27/2009 01:35 PM

Final Approval Date: 05/29/2009

AI-15678

13.C.

Division of Emergency Services
CC REGULAR

Date: 06/02/2009
Submitted By: Belinda Alvarez, EMERGENCY SERVICES DIVISION
Submitted For: Belinda Alvarez
Department: EMERGENCY SERVICES DIVISION
Agenda Category: Emergency Services Division

Information

CAPTION

Discussion, consideration and approval for Emergency Management to continue with existing cellular services as well as upgrade of equipment with Sprint for the following county owned department assigned cell phones.

1. 956-720-2165 (Belinda Alvarez) BE1000 BASIC PLAN, E-MAIL AND WEB PLAN - REQ#155746
2. 956-227-5914 (Brenda Garza) BE1000 BASIC PLAN, E-MAIL AND WEB PLAN - PO#615694
3. 956-328-9129 (Mario Betancourt) BE1000 BASIC PLAN, E-MAIL AND WEB PLAN - PO#615693
4. 956-457-1080 (Rolando Benavidez) BE1000 BASIC PLAN, E-MAIL AND WEB PLAN - PO#615644

BACKGROUND

Due to the response efforts of Emergency Services, we are requesting authority to continue cellular services with Sprint through the contract with the State of Texas H-GAC-CW-05-2 and existing Sprint account number 482298699.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-429-00-300-023-0-532
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Requisition# 155746 amount available \$660.00
PO# 615694 amount available \$1,045.84
PO# 615693 amount available \$1,138.84
PO# 615644 amount available \$1,121.97

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/27/2009 02:46 PM	APRV

2	Roland Garcia	Rolando Garcia	05/29/2009 04:16 PM	APRV
3	Auditor's Office		05/29/2009 05:34 PM	NEW

Form Started By: Belinda Alvarez

Started On: 05/26/2009 04:00 PM

Final Approval Date: 05/29/2009

AI-15695

13.D.

Division of Emergency Services
CC REGULAR

Date: 06/02/2009
Submitted By: Belinda Alvarez, EMERGENCY SERVICES DIVISION
Submitted For: Belinda Alvarez
Department: EMERGENCY SERVICES DIVISION
Agenda Category: Emergency Services Division

Information

CAPTION

Discussion, consideration and approval to purchase one (1) department assigned cell phone and service with Sprint to be assigned to Tommy Ureste - REQ#155789(Pending)

BACKGROUND

Due to the response efforts of Emergency Services, and required on-call duties, we are requesting authority to purchase an additional cell phone for the Fire Marshal's Office.

Fiscal Impact

FISCAL YEAR: 2009
FUNDS AVAILABLE Y/N?: Y
ACCT. #: 9-1100-422-10-300-001-0-532
MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Requisition# 155789 amount available \$770.00

Attachments

Link: [Request - Ureste](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/27/2009 02:48 PM	APRV
2	Roland Garcia	Rolando Garcia	05/29/2009 04:19 PM	APRV
3	Auditor's Office		05/29/2009 05:34 PM	NEW

Form Started By: Belinda Alvarez
Started On: 05/27/2009 01:49 PM
Final Approval Date: 05/29/2009

CELLULAR PHONE REQUEST FORM - W.1.2
HIDALGO COUNTY, TEXAS

(1) Type of Request: ☐ Cellular Service Allowance (STIPEND) ☒ County Owned Department Assigned Cellular Service ☐ Delete Service ☐ Other wireless device: ☐ Data card ☐ GPS ☐ Blackberry ☐ Other:			☐ Equipment Replacement ☐ Name Change		
STIPEND ONLY:					
(2) Requesting employee/position: _____ Department #: _____ Employee ID #: _____ Office: _____					
(3) Type of duties: ☐ Offsite duties ☐ On-call duties ☐ Law Enforcement / Emergency Response ☐ Other: _____					
(4) Describe how the use of this cell phone will benefit the county: <u>Insuring Continuity of duties, access to mobile E-mail & web Plan.</u>					
COUNTY OWNED CELL PHONE ONLY:					
(5) TOTAL AMOUNT OF PURCHASE ORDER: (Purchase Order must cover total for fiscal year. Please allow an additional \$10-\$15 per device for fees)					
Quantity: _____ <u>\$285.00</u> <u>\$470.00</u>					
Service: \$ <u>55.00</u> /mo (x) <u>7</u> months = <u>\$0.00</u>		Account: <u>9-1100-422-10-300-001-0-532</u>			
Service: \$ <u>55.00</u> /mo (x) <u>7</u> months = <u>\$0.00</u>		Account: <u>9-1100-422-10-300-001-0-532</u>			
Requisition Total: <u>770.00</u>		Requisition Number: <u>00155183</u>			
DATA CARDS, GPS or OTHER					
(6) Requesting employee/position: <u>Tommy West</u> Department #: _____ Employee ID #: _____ Office: _____					
Service: \$ _____ /mo (x) _____ months = <u>\$0.00</u>		Account: _____ -532			
Service: \$ _____ /mo (x) _____ months = <u>\$0.00</u>		Account: _____ -662			
Requisition Total: _____		Requisition Number: _____			
(7) Elected Official/Department Head Authorization for Request:  Signature <u>Juan Martinez</u> Print Name <u>5/29/09</u> Date					
(8) Executive Office Authorization (Commissioner's Court Departments Only): _____ Signature _____ Print Name _____ Date					
(9) IT DEPARTMENT ONLY: Service Type Codes: _____					

Commissioner's Court Action:

☐ Approved Date: _____ ☐ Disapproved

AI-15697

13.E.

Division of Emergency Services
CC REGULAR

Date: 06/02/2009
Submitted By: Belinda Alvarez, EMERGENCY SERVICES DIVISION
Submitted For: Belinda Alvarez
Department: EMERGENCY SERVICES DIVISION
Agenda Category: Emergency Services Division

Information

CAPTION

Discussion, consideration and approval to purchase four (4) Computer Broadband Data Cards from Sprint for the Fire Marshal's Office to be assigned to: Juan Martinez, Wesley Bradley, Marco Romero and Tommy Ureste. REQ#154005

BACKGROUND

Due to the response efforts of Emergency Services, and required on-call duties, we are requesting authority to purchase data cards.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-422-10-300-001-0-532/619
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Requisition# 154005 amounts available:
532 - \$1,760.00
619 - \$ 399.96

Attachments

Link: [Request - Ureste](#)
Link: [Request - Bradley](#)
Link: [Request - Martinez](#)
Link: [Request - Romero](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/27/2009 02:49 PM	APRV
2	Roland Garcia	Rolando Garcia	05/29/2009 04:15 PM	APRV
3	Auditor's Office		05/29/2009 05:34 PM	NEW

Form Started By: Belinda Alvarez Started On: 05/27/2009 02:06 PM
Final Approval Date: 05/29/2009

CELLULAR PHONE REQUEST FORM - W.1.2
HIDALGO COUNTY, TEXAS

(1) Type of Request:		
☐ Cellular Service Allowance (STIPEND)	☐ Equipment Replacement	
☒ County Owned Department Assigned Cellular Service	☐ Name Change	
☐ Delete Service		
☒ Other wireless device: ☒ Data card ☐ GPS ☐ Blackberry ☐ Other: _____		
STIPEND ONLY:		
(2) Requesting employee/position: _____		
Department #: _____ Employee ID #: _____ Office: _____		
(3) Type of duties:		
☐ Offsite duties ☐ On-call duties ☐ Law Enforcement / Emergency Response ☐ Other: _____		
(4) Describe how the use of this cell phone will benefit the county: <u>INSURING CONTINUITY OF DUTIES</u> <u>ACCESS TO MOBILE EMAIL, FIELD INCIDENT REPORTING, EMERGENCY MANAGEMENT</u> <u>Mobile Laptops For Criminal/ System Database, Weber, Texas Forest Service</u>		
COUNTY OWNED CELL PHONE ONLY:		
(5) TOTAL AMOUNT OF PURCHASE ORDER: (Purchase Order must cover total for fiscal year. Please allow an additional \$10-\$15 per device for fees)		
Quantity: _____		
Service: \$ _____ /mo (x) _____ months = \$0.00 Account: _____ -532		
Service: \$ _____ /mo (x) _____ months = \$0.00 Account: _____ -662		
Requisition Total: _____ Requisition Number: _____		
DATA CARDS, GPS or OTHER		
(6) Requesting employee/position: <u>TOMMY URESTE</u>		
Department #: <u>300</u> Employee ID #: <u>126403</u> Office: <u>FMO/ EMC</u>		
Service: \$ <u>55.00</u> /mo (x) <u>8</u> months = \$440.00 Account: <u>9-1100-422-10-300-001-0</u> -532		
Service: \$ _____ /mo (x) _____ months = \$0.00 Account: _____ -662		
Requisition Total: <u>2,159.96</u> Requisition Number: <u>154005</u>		
(7) Elected Official/Department Head Authorization for Request:		
 Signature	<u>Juan Martinez</u> Print Name	<u>4/29/09</u> Date
(8) Executive Office Authorization (Commissioner's Court Departments Only):		
_____ Signature	_____ Print Name	_____ Date
(9) IT DEPARTMENT ONLY:		
Service Type Codes: _____		

Commissioner's Court Action:

☐ Approved Date: _____ ☐ Disapproved

CELLULAR PHONE REQUEST FORM - W.1.2
HIDALGO COUNTY, TEXAS

(1) Type of Request:		
☐ Cellular Service Allowance (STIPEND)	☐ Equipment Replacement	
☒ County Owned Department Assigned Cellular Service	☐ Name Change	
☐ Delete Service		
☒ Other wireless device: ☒ Data card ☐ GPS ☐ Blackberry ☐ Other:		
STIPEND ONLY:		
(2) Requesting employee/position: _____		
Department #: _____ Employee ID #: _____ Office: _____		
(3) Type of duties:		
☐ Offsite duties ☐ On-call duties ☐ Law Enforcement / Emergency Response ☐ Other: _____		
(4) Describe how the use of this cell phone will benefit the county: <u>INSURING CONTINUITY OF DUTIES</u> <u>ACCESS TO MOBILE EMAIL, FIELD INCIDENT REPORTING, EMERGENCY MANAGEMENT</u> <u>Mobile Laptops For Criminal System Database, WebEOC, Texas Forest Service</u>		
COUNTY OWNED CELL PHONE ONLY:		
(5) TOTAL AMOUNT OF PURCHASE ORDER: (Purchase Order must cover total for fiscal year. Please allow an additional \$10-\$15 per device for fees)		
Quantity: _____		
Service: \$ _____ /mo (x) _____ months = \$0.00 Account: _____ -532		
Service: \$ _____ /mo (x) _____ months = \$0.00 Account: _____ -662		
Requisition Total: _____ Requisition Number: _____		
DATA CARDS, GPS or OTHER		
(6) Requesting employee/position: <u>WESLEY BRADLEY</u>		
Department #: <u>300</u> Employee ID #: <u>138088</u> Office: <u>FMO/ EMC</u>		
Service: \$ <u>55.00</u> /mo (x) <u>8</u> months = \$440.00 Account: <u>9-1100-422-10-300-001-0</u> -532		
Service: \$ _____ /mo (x) _____ months = \$0.00 Account: _____ -662		
Requisition Total: <u>2,159.96</u> Requisition Number: <u>154005</u>		
(7) Elected Official/Department Head Authorization for Request:		
 Signature	<u>Juan Martinez</u> Print Name	<u>4/29/05</u> Date
(8) Executive Office Authorization (Commissioner's Court Departments Only):		
_____ Signature	_____ Print Name	_____ Date
(9) IT DEPARTMENT ONLY:		
Service Type Codes: _____		

Commissioner's Court Action:

☐ Approved Date: _____ ☐ Disapproved

CELLULAR PHONE REQUEST FORM - W.1.2
HIDALGO COUNTY, TEXAS

(1) Type of Request:		
☐ Cellular Service Allowance (STIPEND)	☐ Equipment Replacement	
☒ County Owned Department Assigned Cellular Service	☐ Name Change	
☐ Delete Service		
☒ Other wireless device: ☒ Data card ☐ GPS ☐ Blackberry ☐ Other:		
STIPEND ONLY:		
(2) Requesting employee/position: _____		
Department #: _____ Employee ID #: _____ Office: _____		
(3) Type of duties:		
☐ Offsite duties ☐ On-call duties ☐ Law Enforcement / Emergency Response ☐ Other: _____		
(4) Describe how the use of this cell phone will benefit the county: <u>INSURING CONTINUITY OF DUTIES</u> <u>ACCESS TO MOBILE EMAIL, FIELD INCIDENT REPORTING, EMERGENCY MANAGEMENT</u> <u>Mobile Laptops For Criminal System Database, Wteoc, Texas Forest Service.</u>		
COUNTY OWNED CELL PHONE ONLY:		
(5) TOTAL AMOUNT OF PURCHASE ORDER: (Purchase Order must cover total for fiscal year. Please allow an additional \$10-\$15 per device for fees)		
Quantity: _____		
Service: \$ _____ /mo (x) _____ months = \$0.00	Account: _____	-532
Service: \$ _____ /mo (x) _____ months = \$0.00	Account: _____	-662
Requisition Total: _____		Requisition Number: _____
DATA CARDS, GPS or OTHER		
(6) Requesting employee/position: <u>JUAN MARTINEZ</u>		
Department #: <u>300</u> Employee ID #: <u>138126</u> Office: <u>FMO/ EMC</u>		
Service: \$ <u>55.00</u> /mo (x) <u>8</u> months = \$440.00	Account: _____	9-1100-422-10-300-001-0-532
Service: \$ _____ /mo (x) _____ months = \$0.00	Account: _____	-662
Requisition Total: <u>2159.96</u>		Requisition Number: <u>154005</u>
(7) Elected Official/Department Head Authorization for Request:		
 Signature	<u>Juan Martinez</u> Print Name	<u>4/29/09</u> Date
(8) Executive Office Authorization (Commissioner's Court Departments Only):		
_____ Signature	_____ Print Name	_____ Date
(9) IT DEPARTMENT ONLY:		
Service Type Codes: _____		

Commissioner's Court Action:

☐ Approved Date: _____ ☐ Disapproved

CELLULAR PHONE REQUEST FORM - W.1.2
HIDALGO COUNTY, TEXAS

(1) Type of Request:		
☐ Cellular Service Allowance (STIPEND)	☐ Equipment Replacement	
☒ County Owned Department Assigned Cellular Service	☐ Name Change	
☐ Delete Service		
☒ Other wireless device: ☒ Data card ☐ GPS ☐ Blackberry ☐ Other:		
STIPEND ONLY:		
(2) Requesting employee/position: _____		
Department #: _____ Employee ID #: _____ Office: _____		
(3) Type of duties:		
☒ Offsite duties ☒ On-call duties ☒ Law Enforcement / Emergency Response ☐ Other: _____		
(4) Describe how the use of this cell phone will benefit the county: <u>INSURING CONTINUITY OF DUTIES</u> <u>ACCESS TO MOBILE, FIELD INCIDENT REPORTING, EMERGENCY MANAGEMENT</u> <u>Mobile Laptops For Criminal System Database, WebEOC, Texas Forest Service</u>		
COUNTY OWNED CELL PHONE ONLY:		
(5) TOTAL AMOUNT OF PURCHASE ORDER: (Purchase Order must cover total for fiscal year. Please allow an additional \$10-\$15 per device for fees)		
Quantity: _____		
Service: \$ _____ /mo (x) _____ months = \$0.00 Account: _____ -532		
Service: \$ _____ /mo (x) _____ months = \$0.00 Account: _____ -662		
Requisition Total: _____ Requisition Number: _____		
DATA CARDS, GPS or OTHER		
(6) Requesting employee/position: <u>MARCO ROMERO</u>		
Department #: <u>300</u> Employee ID #: <u>138142</u> Office: <u>FMO / EMC</u>		
Service: \$ <u>55.00</u> /mo (x) <u>8</u> months = \$440.00 Account: <u>9-1100-422-10-300-001-0</u> -532		
Service: \$ _____ /mo (x) _____ months = \$0.00 Account: _____ -662		
Requisition Total: <u>2,159.96</u> Requisition Number: <u>154005</u>		
(7) Elected Official/Department Head Authorization for Request:		
 Signature	<u>Juan Martinez</u> Print Name	<u>4/29/09</u> Date
(8) Executive Office Authorization (Commissioner's Court Departments Only):		
_____ Signature	_____ Print Name	_____ Date
(9) IT DEPARTMENT ONLY:		
Service Type Codes: _____		

Commissioner's Court Action:

☐ Approved Date: _____ ☐ Disapproved

AI-15665

14.A.

**Proclamation - Home Ownership Month
CC REGULAR**

Date: 06/02/2009
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Category: Urban County

Information

CAPTION

Approval of a Proclamation declaring June 2009 Home Ownership Month within the County of Hidalgo.

BACKGROUND

In observation of National Homeownership Month and in order to raise public awareness on how to become a homeowner, the Urban County Program is requesting approval to declare June 2009 Homeownership Month within the County of Hidalgo.

The UCP would also like to announce that Affordable Homes of South Texas Inc. (AHSTI), in conjunction with the City of McAllen, is sponsoring their 11th Annual Homebuyer's Fair that will take place on Saturday, June 6, 2009 at the McAllen Convention Center from 9:00 am to 4:00 pm. This fair is free to the public. If anyone would like additional information on the Homebuyer's Fair, they may contact the Urban County Program at 956-787-8127 and/or AHSTI at 956-687-6263.

Fiscal Impact

Attachments

Link: [home ownership month proc](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Rosie Cantu	05/22/2009 05:12 PM	APRV
2	Auditor's Office		05/29/2009 05:34 PM	NEW
Form Started By: Estella Webber			Started On: 05/22/2009 04:42 PM	
Final Approval Date: 05/29/2009				

**URBAN COUNTY PROGRAM
HIDALGO COUNTY
PROCLAMATION**

WHEREAS, Owning a home is an essential part of the American Dream; and,

WHEREAS, Raising awareness about the importance of homeownership will assist more Americans in realizing the benefits of owning their own home; and,

WHEREAS, George W. Bush has proclaimed June National Homeownership Month and has called upon the people of the United States of America to join in the building of a more hopeful society and recognize the importance of expanding the ownership of homes across our Nation; and,

WHEREAS, the U.S. Department of Housing and Urban Development continues to enforce the Fair Housing Act, to ensure that every American retains the fundamental right to choose where he or she lives, raises a family or owns a home; and

NOW, THEREFORE WE, by virtue of the authority vested in us as the Commissioners of the County of Hidalgo, Texas, do hereby proclaim the month of June 2009, as

HOME OWNERSHIP MONTH

throughout the Cities of Hidalgo County, Texas, and encourage all citizens to join us in recognizing that HOME OWNERSHIP plays an important role in our community.

In Witness Whereof, we have hereunto set our hands this the 2nd of June, 2009.

JD Salinas III, Hidalgo County Judge

Sylvia Handy, Commissioner, Pct. # 1

Hector Palacios, Commissioner Pct. # 2

Joe M. Flores, Commissioner, Pct. # 3

Oscar Garza, Commissioner, Pct. # 4

Attested By: _____

Arturo Guajardo Jr., Hidalgo County Clerk

11th Annual

THE
HOME BUYER'S
Fair

AN EVENT BY AFFORDABLE HOMES OF SOUTH TEXAS & THE CITY OF MCALLEN

**CONFUSED
ABOUT BUYING A HOME?
GET THE FACTS ON
JUNE 6**

www.thehomebuyersfair.org

40

**BOOTHS OF USEFUL INFORMATION
FOR HOME BUYERS**

NEW FOR '09:

A VIRTUAL Parade of Homes

*** FREE CREDIT REPORTS**

FOR SEMINAR PARTICIPANTS

**FREE * BILINGUAL
HOME BUYER SEMINARS**

9 am - 4 pm

FREE ADMISSION! DOOR PRIZES!

McALLEN'S PALMVIEW COMMUNITY CENTER

(3401 Jordan Avenue @ Ware Rd - Just South of Exp. 83)

For More Information & Sponsorship Opportunities : **687.6263**

2009 Home Buyer's Fair

Seminar Agenda

English

1:00 p.m. to 3:00 p.m.

"GI "Realizing the American Dream"

NeighborWorks America

Are You Ready to Buy a Home?

Advantages /Disadvantages to homeownership

How Much Can You Afford?

Understanding Credit

How is your credit rating

What Is A Credit Score

Improving Your Credit Score

Getting a Mortgage Loan

Mortgage Loan Basics

Shopping for the right lender and product

Shopping for a Home

Timeline and steps in the home buying process

Keeping Your Home and Managing Your Finances

Protecting your investment

Assuring home safety

Preventive home maintenance

Questions

AI-15669

15.A.

Appointment of reserve deputy constable under local government code 86.012

CC REGULAR

Date: 06/02/2009
Submitted By: Joel Rivera, CONSTABLE PCT. #4
Submitted For: Joel Rivera
Department: CONSTABLE PCT. #4
Agenda Category: Constables

Information

CAPTION

Appointment of (reserve) Deputy Constable Carlos Rivas under Local Government Code section 86.012.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
No budgetary impact. Does not require funding.

Attachments

Link: local government code 86.012

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/27/2009 08:46 AM	APRV
2	Rosalinda Cantu	Rosie Cantu	05/27/2009 09:39 AM	APRV
3	Auditor's Office		05/29/2009 05:34 PM	NEW

Form Started By: Joel Rivera
Started On: 05/26/2009 08:58 AM
Final Approval Date: 05/29/2009

each deputy of the constable. The constable may require a deputy to post a bond or security. A constable may exercise any remedy against a deputy or the deputy's surety that a person may exercise against the constable or the constable's surety.

(d) A person commits an offense if the person:

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

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

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

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

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

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

(1) eligible for participation in any program provided

by the county that is normally considered a financial benefit of full-time employment or for any pension fund created by statute for the benefit of full-time paid peace officers; or

(2) exempt from Chapter 1702, Occupations Code.

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

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

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

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

SUBCHAPTER C. POWERS AND DUTIES

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

(b) A constable may execute any civil or criminal process throughout the county in which the constable's precinct is located and in other locations as provided by the Code of Criminal Procedure or by any other law.

(c) A constable expressly authorized by statute to perform an act or service, including the service of civil or criminal process, citation, notice, warrant, subpoena, or writ, may perform the act or service anywhere in the county in which the constable's

AI-15744
EECBG
CC REGULAR

16.A.

Date: 06/02/2009
Submitted By: Erika Reyna, COUNTY JUDGE
Department: COUNTY JUDGE
Agenda Category: County Judge's Office

Information

CAPTION

Discussion, consideration and selection of projects for the Energy Efficiency and Conservation Block Grant.

BACKGROUND

Fiscal Impact

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

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/29/2009 10:18 AM	APRV
2	Roland Garcia	Rolando Garcia	05/29/2009 02:09 PM	APRV
3	Auditor's Office		05/29/2009 05:34 PM	NEW
Form Started By: Erika Reyna			Started On: 05/29/2009 08:17 AM	
Final Approval Date: 05/29/2009				

AI-15767

16.B.

**Workforce Agreement
CC REGULAR**

Date: 06/02/2009
Submitted By: Erika Reyna, COUNTY JUDGE
Department: COUNTY JUDGE
Agenda Category: County Judge's Office

Information

CAPTION

Discussion, consideration, and approval of Interlocal Cooperation Agreement between Hidalgo County, Texas Workforce Solutions, and the City of Donna.

BACKGROUND

Fiscal Impact

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

Attachments

Link: [Agreement](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/29/2009 03:59 PM	APRV
2	Roland Garcia	Rolando Garcia	05/29/2009 04:25 PM	APRV
3	Auditor's Office		05/29/2009 05:34 PM	NEW
Form Started By: Erika Reyna			Started On: 05/29/2009 03:42 PM	
Final Approval Date: 05/29/2009				

STATE OF TEXAS
COUNTY OF HIDALGO

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE COUNTY OF HIDALGO, THE CITY OF _____ AND THE
LOWER RIO GRANDE VALLEY WORKFORCE DEVELOPMENT BOARD**

THIS Agreement is made on the ____ day of _____ 2009, by and between the **COUNTY OF HIDALGO**, hereinafter referred to as **“County of Hidalgo”**, the **CITY OF _____**, hereinafter referred to as **“Local Municipality”** and the **LOWER RIO GRANDE VALLEY WORKFORCE DEVELOPMENT BOARD**, hereinafter referred to as **“Workforce Solutions”** as follows:

WITNESSETH:

WHEREAS, County of Hidalgo is a county in Texas;

WHEREAS, Local Municipality is a city in the county of Hidalgo;

WHEREAS, Workforce Solutions is a Local Workforce Development Board created under Tex. Gov't. Code Section 2308.253 and is a state agency as defined in Tex. Gov't. Code Section 771.002(1) (C);

WHEREAS, County of Hidalgo, Local Municipality, and Workforce Solutions desire to cooperate in the rapid implementation of the American Recovery and Reinvestment Act (ARRA), Public Law 111-5, Youth Summer Employment Program as governed under the Workforce Investment Act of 1998 and U.S. Department of Labor Employment and Training Administration, Implementation of the Workforce Investment Act and Wagner-Peyser Act Funding in the American Recovery and Reinvestment Act of 2009 and State Planning Requirements for Program Year 2009, a program designed to expose eligible Youth between ages of 14 and 21 with “Work Experience” to obtain essential employment/occupational/work related skills within the County Of Hidalgo offices, departments, precincts and service centers, and within Hidalgo County Local Municipalities offices, departments and service centers;

WHEREAS, the **County of Hidalgo** and the **Local Municipality** has entered into an agreement with Workforce Solutions a copy of which is attached hereto and made a part hereof for all purposes;

WHEREAS, **County of Hidalgo**, **Local Municipality** and **Workforce Solutions** agree that it is in the best interests of the residents of Hidalgo County and the **Local Municipality** that Hidalgo County serve as the authorized representative for the **Local Municipality** with **Workforce Solutions**

WHEREAS, **Workforce Solutions** is a local government as defined in Texas Government Code Section 791.003(4)(D);

WHEREAS, **County of Hidalgo**, **Local Municipality** and **Workforce Solutions** are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code Section 791.001

NOW, THEREFORE, **County of Hidalgo**, **Local Municipality** and **Workforce Solutions**, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. The parties agree to accept and adopt the Statement of Work attached hereto as Attachment A hereinafter referred to as the "Hidalgo County and Local Municipality Worksite Identification Plan" which, as described shall provide the objectives and goals of the Youth Summer Employment Program.
2. The term of this Agreement shall be from the ____ day of _____, 2009 through September 30, 2009.
3. **County of Hidalgo** agrees to serve as the authorized representative for **Local Municipality** within the County of Hidalgo who, after appropriate action as governed by the **Local Municipality**, authorizes the County of Hidalgo to process a worksite listing for the placement of Youth at identified worksites. A "worksite" for these purposes is the job locations where participants receive the experience and training that increase their work readiness skills.
4. In coordination with all parties, **County of Hidalgo** agrees to accept "worksite" listings, add listing to the County of Hidalgo Worksite Agreement, and provide listing to Workforce Solutions for placement of Youth at the "worksite".
5. The parties specifically agree that any and all drug screening and background checks is the responsibility of **Workforce Solutions**.

6. In coordination with all of the parties, **County of Hidalgo** and **Local Municipality** agree that Youth to be referred for placement by **Workforce Solutions** through its contractor **Arbor Education & Training LLC**. This includes but is not limited to:
- Number of “Worksites” to be selected
 - Youth to be referred for placement
 - The work experience to be performed
 - The hours to be worked
 - Payment for hours worked
7. **Conflict of Interest.** Conflict of Interest shall be avoided by both parties in compliance with 20 CFR Part 627.420(c) for all issues within this Agreement. No Director of the **Workforce Solutions** Board shall cast a vote on, nor participate in any decision related to the provision of services by such Director (or any organization which that Director directly represents), nor on any matter which would provide direct financial benefit to that Director. No employee, member or subcontractor of the Board, and no person who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Agreement, shall participate in any Board decision relating to this Agreement which may affect his/her personal pecuniary interest.
8. **Conflict of Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.
8. **No Waiver.** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
9. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by **Workforce Solutions, County of Hidalgo** and **Local Municipality** and not otherwise.

10. **TEXAS LAW TO APPLY.** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

11. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Workforce Solutions: Yvonne "Bonnie" Gonzalez
Chief Executive Officer
3101 W. Business 83
McAllen, Texas 78501

If to County: J.D. Salinas
County Judge
100 E. Cano
Edinburg, Texas 78539

If to Local Municipality: _____

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

12. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

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

14. **Assignment.** This Agreement shall not be assignable.

15. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.
16. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.
17. **Authority to Execute.** The execution and performance of this Agreement by the parties has been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of **Workforce Solutions**, the **County of Hidalgo** and the **Local Municipality** in accordance with its terms.
18. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.
19. **Commitment of Current Revenues Only.** In the event that during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code.

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

COUNTY OF HIDALGO

LOCAL MUNICIPLAITY

J.D. Salinas
County Judge

WORKFORCE SOLUTIONS

Yvonne "Bonnie" Gonzalez,
Chief Executive Officer

ATTEST

Arturo Guajardo, Jr.

APPROVED AS TO FORM

Stephen Crain
Atlas & Hall

Antonio Mendoza
Assistant Criminal District Attorney

AI-15766

16.C.

**Workforce Agreements
CC REGULAR**

Date: 06/02/2009
Submitted By: Erika Reyna, COUNTY JUDGE
Department: COUNTY JUDGE
Agenda Category: County Judge's Office

Information

CAPTION

Discussion, consideration, and approval of Interlocal Cooperation Agreement between Hidalgo County, Workforce Solutions, and the City of Alamo.

BACKGROUND

Fiscal Impact

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

Attachments

Link: [Agreement](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/29/2009 03:59 PM	APRV
2	Roland Garcia	Rolando Garcia	05/29/2009 04:25 PM	APRV
3	Auditor's Office		05/29/2009 05:34 PM	NEW
Form Started By: Erika Reyna			Started On: 05/29/2009 03:31 PM	
Final Approval Date: 05/29/2009				

STATE OF TEXAS
COUNTY OF HIDALGO

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE COUNTY OF HIDALGO, THE CITY OF _____ AND THE
LOWER RIO GRANDE VALLEY WORKFORCE DEVELOPMENT BOARD**

THIS Agreement is made on the ____ day of _____ 2009, by and between the **COUNTY OF HIDALGO**, hereinafter referred to as **“County of Hidalgo”**, the **CITY OF _____**, hereinafter referred to as **“Local Municipality”** and the **LOWER RIO GRANDE VALLEY WORKFORCE DEVELOPMENT BOARD**, hereinafter referred to as **“Workforce Solutions”** as follows:

WITNESSETH:

WHEREAS, County of Hidalgo is a county in Texas;

WHEREAS, Local Municipality is a city in the county of Hidalgo;

WHEREAS, Workforce Solutions is a Local Workforce Development Board created under Tex. Gov't. Code Section 2308.253 and is a state agency as defined in Tex. Gov't. Code Section 771.002(1) (C);

WHEREAS, County of Hidalgo, Local Municipality, and Workforce Solutions desire to cooperate in the rapid implementation of the American Recovery and Reinvestment Act (ARRA), Public Law 111-5, Youth Summer Employment Program as governed under the Workforce Investment Act of 1998 and U.S. Department of Labor Employment and Training Administration, Implementation of the Workforce Investment Act and Wagner-Peyser Act Funding in the American Recovery and Reinvestment Act of 2009 and State Planning Requirements for Program Year 2009, a program designed to expose eligible Youth between ages of 14 and 21 with “Work Experience” to obtain essential employment/occupational/work related skills within the County Of Hidalgo offices, departments, precincts and service centers, and within Hidalgo County Local Municipalities offices, departments and service centers;

WHEREAS, the **County of Hidalgo** and the **Local Municipality** has entered into an agreement with Workforce Solutions a copy of which is attached hereto and made a part hereof for all purposes;

WHEREAS, **County of Hidalgo**, **Local Municipality** and **Workforce Solutions** agree that it is in the best interests of the residents of Hidalgo County and the **Local Municipality** that Hidalgo County serve as the authorized representative for the **Local Municipality** with **Workforce Solutions**

WHEREAS, **Workforce Solutions** is a local government as defined in Texas Government Code Section 791.003(4)(D);

WHEREAS, **County of Hidalgo**, **Local Municipality** and **Workforce Solutions** are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code Section 791.001

NOW, THEREFORE, **County of Hidalgo**, **Local Municipality** and **Workforce Solutions**, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. The parties agree to accept and adopt the Statement of Work attached hereto as Attachment A hereinafter referred to as the "Hidalgo County and Local Municipality Worksite Identification Plan" which, as described shall provide the objectives and goals of the Youth Summer Employment Program.
2. The term of this Agreement shall be from the ____ day of _____, 2009 through September 30, 2009.
3. **County of Hidalgo** agrees to serve as the authorized representative for **Local Municipality** within the County of Hidalgo who, after appropriate action as governed by the **Local Municipality**, authorizes the County of Hidalgo to process a worksite listing for the placement of Youth at identified worksites. A "worksite" for these purposes is the job locations where participants receive the experience and training that increase their work readiness skills.
4. In coordination with all parties, **County of Hidalgo** agrees to accept "worksite" listings, add listing to the County of Hidalgo Worksite Agreement, and provide listing to Workforce Solutions for placement of Youth at the "worksite".
5. The parties specifically agree that any and all drug screening and background checks is the responsibility of **Workforce Solutions**.

6. In coordination with all of the parties, **County of Hidalgo** and **Local Municipality** agree that Youth to be referred for placement by **Workforce Solutions** through its contractor **Arbor Education & Training LLC**. This includes but is not limited to:
- Number of “Worksites” to be selected
 - Youth to be referred for placement
 - The work experience to be performed
 - The hours to be worked
 - Payment for hours worked
7. **Conflict of Interest.** Conflict of Interest shall be avoided by both parties in compliance with 20 CFR Part 627.420(c) for all issues within this Agreement. No Director of the **Workforce Solutions** Board shall cast a vote on, nor participate in any decision related to the provision of services by such Director (or any organization which that Director directly represents), nor on any matter which would provide direct financial benefit to that Director. No employee, member or subcontractor of the Board, and no person who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Agreement, shall participate in any Board decision relating to this Agreement which may affect his/her personal pecuniary interest.
8. **Conflict of Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.
8. **No Waiver.** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
9. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by **Workforce Solutions, County of Hidalgo** and **Local Municipality** and not otherwise.

10. **TEXAS LAW TO APPLY.** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

11. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Workforce Solutions: Yvonne "Bonnie" Gonzalez
Chief Executive Officer
3101 W. Business 83
McAllen, Texas 78501

If to County: J.D. Salinas
County Judge
100 E. Cano
Edinburg, Texas 78539

If to Local Municipality: _____

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

12. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

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

14. **Assignment.** This Agreement shall not be assignable.

15. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.
16. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.
17. **Authority to Execute.** The execution and performance of this Agreement by the parties has been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of **Workforce Solutions**, the **County of Hidalgo** and the **Local Municipality** in accordance with its terms.
18. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.
19. **Commitment of Current Revenues Only.** In the event that during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code.

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

COUNTY OF HIDALGO

LOCAL MUNICIPLAITY

J.D. Salinas
County Judge

WORKFORCE SOLUTIONS

Yvonne "Bonnie" Gonzalez,
Chief Executive Officer

ATTEST

Arturo Guajardo, Jr.

APPROVED AS TO FORM

Stephen Crain
Atlas & Hall

Antonio Mendoza
Assistant Criminal District Attorney

AI-15777

16.D.

**Approval of Members for Historical commission
CC REGULAR**

Date: 06/02/2009
Submitted By: Angela Garcia, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Category: County Judge's Office

Information

CAPTION

Approval of members for The Historical Commission.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
		Angela Garcia	05/29/2009 05:46 PM	CREATED
1	Budget & Management	Veronica Lopez	06/01/2009 08:03 AM	APRV
2	Ivan Cantu	Ivan Cantu	06/01/2009 09:17 AM	APRV
3	Auditor's Office			NEW
4	Purchasing Department			

Form Started By: Angela Garcia Started On: 05/29/2009 05:46 PM

AI-15774

16.E.

**81st Legislative Session
CC REGULAR**

Date: 06/02/2009
Submitted By: Erika Reyna, COUNTY JUDGE
Department: COUNTY JUDGE
Agenda Category: County Judge's Office

Information

CAPTION

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

BACKGROUND

Fiscal Impact

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

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/29/2009 04:32 PM	APRV
2	Roland Garcia	Rolando Garcia	05/29/2009 04:35 PM	APRV
3	Auditor's Office		05/29/2009 05:34 PM	NEW
Form Started By: Erika Reyna			Started On: 05/29/2009 04:22 PM	
Final Approval Date: 05/29/2009				

AI-15739

17.A.

Investment Policy

CC REGULAR

Date: 06/02/2009

Submitted By: Fred Zamarripa, TREASURER'S OFFICE

Submitted For: Norma Garcia

Department: TREASURER'S OFFICE

Information

CAPTION

Approval of Hidalgo County Investment Policy.

BACKGROUND

Fiscal Impact

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

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

Attachments

Link: Investment Policy 2009

Link: Order 2009

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/29/2009 07:45 AM	APRV
2	Ivan Cantu	Ivan Cantu	05/29/2009 09:44 AM	APRV
3	Auditor's Office		05/29/2009 05:34 PM	NEW

Form Started By: Fred Zamarripa
Started On: 05/28/2009 04:27 PM

Final Approval Date: 05/29/2009

HIDALGO COUNTY INVESTMENT POLICY

I. OBJECTIVES

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

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

II. STANDARD OF CARE

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

III. INVESTMENT STRATEGY

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

General Operating Funds

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

Debt Service Funds

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

Capital Projects Funds

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

Special and Trust Funds

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

Proprietary Funds

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

General Strategy

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

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

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

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

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

IV. DEPOSIT OF FUNDS

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

V. INVESTMENT OFFICER

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

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

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

VI. INVESTMENT AUTHORIZATION

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

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

VII. AUTHORIZED INVESTMENTS

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

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

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

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

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

10. No-load AAA rated money market mutual funds registered with and regulated by the Securities and Exchange Commission which have a dollar-weighted average stated maturity of 90 days or fewer, include in their investment objectives the maintenance of a stable net asset value of \$1 for each share and provide Hidalgo County with a prospectus and other information required by the Securities Exchange Act of 1934 (15 U.S.C., Section 78a, et. seq.) or the Investment Company Act of 1940 (15 U.S.C., Section 80a-1, et seq.) Hidalgo County is not authorized to invest in the aggregate more than 80% of its monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service, in money market mutual funds as set forth collectively; invest in the aggregate more than 15% of its monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service, in mutual funds as hereinabove described; invest any portion of bond proceeds, reserves and funds held for debt service, in mutual funds herein described above; or invest its funds or funds under its control, including bond proceeds and reserves and other funds held for debt service, in any one mutual fund as herein set out above in an amount that exceeds 10% of the total assets of the mutual fund.

11. Hidalgo County may invest its funds and funds under its control through an eligible constant dollar investment pool if the Commissioners Court by official court order authorizes investment in the particular pool. An investment pool shall invest the funds it receives from entities in authorized investments permitted by state statutes. When selecting an investment pool, the Commissioners Court shall consider the following criteria:
 - a. The types of investment in which money is allowed to be invested;
 - b. The maximum average dollar-weighted maturity allowed, based on the stated maturity allowed, based on the stated maturity date, of the pool;
 - c. The maximum stated maturity dated any investment security within the portfolio has;
 - d. The objectives of the pool;
 - e. The size of the pool;
 - f. The names of the members of the advisory board of the pool and the dates their terms expire;
 - g. The custodian bank that will safe keep the pool's assets;
 - h. Whether the intent of the pool is to maintain a net asset value of \$1 and the risk of market price fluctuation;

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

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

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

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

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

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

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

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

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

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

VIII. INVESTMENT IMPLEMENTATION

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

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

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

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

IX. INVESTMENT INSTITUTIONS

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

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

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

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

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

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

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

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

X. METHODS OF INVESTMENT

Internal Investments

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

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

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

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

External Investments

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

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

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

XI. AUTHORIZED COLLATERAL AND COLLATERAL PROCEDURES

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

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

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

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

XII. LEVEL OF COLLATERAL

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

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

XIII. POSSESSION OF COLLATERAL

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

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

XIV. INVESTMENT REPORTS

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

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

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

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

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

XV. CONTINUING EDUCATION

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

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

XVI. FINANCIAL REVIEW COMMITTEE

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

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

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

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

XVII. REVIEW OF POLICY

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

ADOPTED: _____
Date

THE STATE OF TEXAS)
)
COUNTY OF HIDALGO)

ORDER

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

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

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

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

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

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

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

DATED this the ____ day of June, 2009.

J.D. Salinas, III, County Judge

Arturo Guajardo, Jr., County Clerk

AI-15721

18.A.

Approval of Claim - Truesec Inc.

CC REGULAR

Date: 06/02/2009
Submitted By: Roy Cazares, DISTRICT ATTORNEY
Submitted For: Roy Cazares
Department: DISTRICT ATTORNEY
Agenda Category: District Attorney

Information

CAPTION

Requesting acceptance and approval of claim from Truesec Inc. in the amount of \$3,520.00 with authority for County Treasurer to issue check after review, audit, and processing procedures are completed by the County Auditor.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009
FUNDS AVAILABLE Y/N?: Y
BUDGETARY IMPACT:
Req #154400; funds available as of 5-28-09.

Attachments

Link: [Email by Dick Wade-DA's Office](#)

Link: [Truesec, Inc Invoice](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/28/2009 08:23 AM	APRV
2	Ivan Cantu	Ivan Cantu	05/29/2009 09:59 AM	APRV
3	Auditor's Office		05/29/2009 05:34 PM	NEW

Form Started By: Roy Cazares
Started On: 05/27/2009 05:05 PM
Final Approval Date: 05/29/2009

From: James R. Wade [mailto:dick.wade@da.co.hidalgo.tx.us]
Sent: Saturday, May 16, 2009 11:42 AM
To: 'Martha Salazar'
Cc: 'roxana.segovia@da.co.hidalgo.tx.us'; 'rene.guerra@da.co.hidalgo.tx.us'; 'Renán Ramirez'
Subject: RE: Windows Vista Deployment Technical Assistance

Marty,

Thank you for your consideration. I believe, that as you have indicated in item B of your email, I did not exceed the state law concerning such services under \$25,000.00. On what do you base your conclusion that a Purchase Order cannot be approved? You give no grounds but simply state that you "have concluded." I believe it would be instructional at least for you to give me an more complete explanation.

The deployment is a managed and an automatic, virtually hands-free operation which is what we have been working together to set up so that future deployment issues will be already addressed. All of the remaining computers will be properly deployed by the setup that we have created using the services from this vendor. Obviously there is not complete understanding of the issue, the email I sent, or the value I have received which has enabled all the computers to be deployed as they can be placed at the users desks by Roy. The outside professional, technical services I obtained were for mentoring and hands-on assistance in setting up the deployment services on our servers and creating the image on a master computer so that all the computers may be imaged complete with all drivers, updates, core applications such as antivirus protection, Office 2007, AbleTerm, Adobe Reader, Adobe Flash, as well as adding certain required files to the hard drive, icons on the desktop, and certain security and Group Policy settings on the machine and for the Vista users.

I seriously doubt that your office could assist me in obtaining the type of services that I require(d) since after working in this field for 26 years, being a Microsoft Certified Professional, CompTIA Security+ Certified, Microsoft Partner, it took me two months to find someone qualified to assist me that could provide me more knowledge and support than I already had. Until the services were performed, I would not have even known all the specifications required to obtain a quote for these services. This is after serious research and study of over 4500 pages of documentation and many, many blogs and websites.

I sincerely appreciate your willingness to try to help.

Dick

James Richard Wade, MCP, CompTIA Security+
Manager of Information Technology | Office of Criminal District Attorney - Hidalgo County, TX
100 N. Closner, Rm 303 | Edinburg, Texas 78539
? Office: 956.292.7008 (local) or 817.423.1966 | ? Cellphone: 817.933.5227 | ? FAX:
817.719-9312
(working out of Fort Worth, Texas)
4315 Balboa Drive | Fort Worth, Texas 76133
? Skype: james.r.wade

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, May 14, 2009 4:09 PM
To: dick.wade@da.co.hidalgo.tx.us; roxana.segovia@da.co.hidalgo.tx.us
Cc: 'Renán Ramirez'; 'Ray Eufracio'; ramon.vela@co.hidalgo.tx.us; 'Darlene Betancourt';
'Oscar Garza'
Subject: RE: Windows Vista Deployment Technical Assistance

Dear Mr. Wade:

After a review of your explanation on the acquisition of technical support services (with an incurred expense of approximately \$4,000.00), I have concluded that a Purchase Order cannot

be approved. Therefore, I recommend the following:

A. Have your procurement staff place an item on the next CC agenda requesting acceptance and approval of a claim from the service provider in the amount billed and include the supporting documentation (i.e. the vendor's invoice, and this e-mail as explanation of the events);

B. If you are going to require additional services of this type, then a contract for this type of service needs to be properly procured. Even if you do not anticipate expending more than \$25K, a contract would nonetheless give you security in obtaining the services as needed. You indicate that you still have about 45 computers left to install. We will assist you in procuring the necessary support services you require.

If you require any further information or assistance regarding this matter, please do not hesitate to contact me.

Yours truly,

Marty

From: James R. Wade [mailto:dick.wade@da.co.hidalgo.tx.us]

Sent: Monday, May 11, 2009 8:14 PM

To: roxana.segovia@da.co.hidalgo.tx.us; martha.salazar@co.hidalgo.tx.us

Cc: 'Renán Ramirez'

Subject: Windows Vista Deployment Technical Assistance

Marty,

Here's the process I followed searching for help. Forgive the detail, but in order to understand the nature of my dilemma and the events that have occurred leading up to this point, I feel I must do this in order for you to understand my total frustration and extreme need in this very unusual circumstance.

When we ordered the new computers we received in mid-December 2008 they were purchased with Vista XP-downgrade with Software Assurance meaning we could upgrade to Vista or any later version within two years without extra expense. My original plan was to deploy the new computers with XP Enterprise version using Symantec Ghost Suite v. 2.0. After numerous attempts to get Ghost to work in our environment and with stable repeatable results and working with their tech support to attempt to make the Ghost product work as advertised, we abandoned the Ghost approach and returned the product and licenses to CDW-G and Symantec. We were credited with the purchase amount and the return accepted.

At that time I received notice that Microsoft would be rolling up Windows XP operating system which means that future support will only be available at additional expense and security updates will be limited. Therefore, since we already had Microsoft Software Assurance for Vista Enterprise I made the decision to proceed with creating a Vista Enterprise deployment image and use what is known as the Windows PXE boot deployment process. This process entailed about 1300 pages of documentation that I had to research and read. Much of the documentation was presented as taking multiple approaches to the deployment solution and some included purchasing additional systems management server software. I found numerous errors in the documentation as I attempted to follow its instructions.

I traveled to Edinburg to setup the Windows PXE boot deployment process since this cannot be done remotely and, after spending a week there working on the deployment, we were unable to get the computers properly imaged and joined to our domain. After returning to Fort Worth, I researched the deployment of Vista a great deal more and determined that use of Microsoft Deployment Toolkit 2008 would be the best method to use along with Virtual Machine software for development of the computer images which were necessary to create and capture. This method of deployment is quite complex and I spent another month researching, studying and testing the process according to the documents and instructions I located on various websites and blogs. I have attached the first fifty sites I researched looking for direction or a turnkey solution. I found little good direction and no one company listed that offered to provide consulting or turn-key services with the exception of a few very large companies such as Perot

Systems whom the Kingdom of Jordan selected to manage the pilot deployment of Vista:
LONDON, Dec .4 /PRNewswire-FirstCall/ -- Perot Systems Corporation
(www.perotsystems.com) today announced that The Hashemite Kingdom of Jordan has
selected the company to manage the pilot deployment of VistA - an open source clinical and
healthcare information management system - at two hospitals and a clinic in the capital,
Amman.

I called Perot Systems and was told that they only perform this service on deployments
involving greater than 1000 Vista workstations which was way beyond my scope. I did not get
anything in writing because I was getting discouraged and desperate to obtain some more
knowledgeable assistance or mentoring since Vista has not been fully accepted in the business
community.

I also called MTM to check on their ability to aid my need to deploy Windows Vista using
Microsoft Deployment Toolkit 2008 and Windows Deployment Services over the network using
our Windows 2003 servers. Another condition of this process was the deployment of Vista 64-
bit operating system which added to the complexity, but since we had ordered 64-bit
machines with dual core processors and 1 Gb of memory Vista 64-bit was the optimum choice
for utilizing our resources. MTM representative called back and told me they would have
someone contact me but that never happened.

In searching for technical assistance with the deployment I always described the scope and
nature of our need: 100 HP (model number and all of the same model) computers imaged
with Vista SP1 and our core applications, deployed and joined to our domain via a Microsoft
Windows PXE boot using Microsoft Deployment Toolkit 2008 and Windows Deployment
Services. I was unable to find anyone who had any experience with the process that would
mentor or consult or quote a turnkey for this need. I spent hundreds of hours studying and
researching and testing. I've attached certificated for two of the courses that I completed in
attempting to acquire this new technology.

I then made contact with the author of one of the recommended technical resources I had
purchased, Creating the Secure Managed Desktop: Using Group Policy, SoftGrid, Microsoft
Deployment Toolkit, and Other Management Tools, Jeremy Moskowitz author (SYBEX
publishing lable of Wiley Publishing Inc., 2008) which I had already purchased and read its
entire 675 page contents. We obtained a purchase order (you'll find his name among our
vendors as a result) for Mr. Moskowitz's services and set up the call and on-line support
session. As it turned out, Mr. Moskowitz needed to follow along in his own book and needed to
know what page I was reading. In other words, his consulting support was of no value to me
and though I offered to pay him for 1 hour of services under the purchase order, he never
billed me which was a good idea since I didn't receive the value I had hoped to receive. His
rate was \$175.00 per hour. There was a good deal of email exchange with this individual
attempting to resolve various issues surrounding the deployment process without reaching a
satisfactory solution. I continued to research and attempt the deployment on my own using
Roy Cazares as my hands and eyes in our IT area of the District Attorney's Office, finding only
blogs and a few articles, none of which were comprehensive or on target with our need.

However, after much additional research pouring over the blogs and asking questions on
Experts Exchange of which I'm a member, I finally found the blog of one, Johan Arwidmark, a
resident of Sweden and am employee of TrueSec, Inc. Johan's blog page is attached as a PDF
and this site contains a good deal of dialog we had on that blog as he attempted to assist me
by question and answer via the blog. One of our early emails where he answered some
questions is also attached as well. It became very apparent that at this time, this individual
was the expert in Windows Vista Deployment and could provide the support we need. He
informed me that due to technical conference speaking engagements and other commitments
such as clients he already had and continuing maintaining his Windows Deployment blog, he
did not have any hours he could provide. He referred me to an associate of his firm in
Birmingham, Alabama who had recently joined TrueSec, Inc. and John Marcum was contacted
and he attempted to assist me with the deployment issues without any expectation of
payment to see if he could resolve the issues quickly. After working together for four days and
many hours, John brought Johan back in.

At this point I had been working on the deployment for three months without being able to deploy a single computer. I have attached the email where I offered to pay for his services as well dated, March 16th. On that date I asked to purchase some time from him and that email is attached. On March 17th I attempted to obtain a way to do business with these folks from the Auditor through Roxana Segovia so I could get the benefit of this man's knowledge and experience. I finally was able to obtain and send Vendors application form and W-9 to them on April 19th and requested them to fill this form out. I have attached another dated March 29th where the gentleman is still providing me the technical support I need without concern for payment. I've also attached another email dated April 19th where he is still assisting me without concern for payment.

They apparently had did not have all the details worked out for creating a U. S. corporation at that time and did not have a Federal ID so we did not get the forms returned very quickly and I didn't receive notice that the Auditor had setup the vendor account until May 5th due to my county email not working after the power failure on Thursday, April 30th until Tuesday, May 5th. The Auditors set up \$3520 in the proper account from our discretionary asset forfeiture funds or hot check fees funds (I'm not sure which Roy used) to allow us to create a purchase order for this man to get payment for all the services he has provided.

We have now deployed all of our Checks section, Felony I Section secretaries, Misdemeanor section, and have more imaged and ready for Roy to physically deploy. This MDT 2008 setup will allow us to easily modify the deployment image as updates and patches and new software is needed for deployment making management and deployment of these new computers much more automated needing little physical touch to bring about the needed changes.

I have exercised much due diligence in attempting to locate a vendor with the knowledge and experience to provide the needed technical support for our Vista 64-bit/Office 2007/MDT 2008/Windows Deployment Services project and after months was only able to find one who out of good faith responded to my extremely pressing need providing the services to me without any hope of actually getting paid. While I realize that this individual may not actually be the sole source of such services, he is the only one I could find after working for three months that actually knew what he was doing. I have not attempted to by-pass county policies and procedures for purchasing but only attempted to resolve the need to migrate users to this new operating system and Office version and relieve what became a very critical issue that was creating a potential safety issue due to all the boxes of 100 computers piled in our administrative area waiting deployment.

I am a Microsoft Certified Professional, a Microsoft Certified Partner, and have been providing technical support for our offices for 26 years and found this project to be the most difficult to research, be educated in, locate a true knowledgeable expert in that I have ever had to do. All of the technology is too new, underutilized and reduced in demand. This knowledge and experience will be directly applicable to the deployment of Windows 7 which is due out next Spring and the same tools and processes will be able to be utilized at that time for deployment.

We currently have deployed 55 of the 100 workstations without any major issues. Please give kind consideration to the pressing and extreme circumstances and allow this purchase of highly specialized technical assistance to be made without further delay so that this individual who worked tirelessly without expectation may be recompensed for his valuable and much demanded time.

Thank you for making the effort to read and understand the situation.

Dick

James Richard Wade, MCP, CompTIA Security+
Manager of Information Technology | Office of Criminal District Attorney - Hidalgo County, TX

100 N. Closner, Rm 303 | Edinburg, Texas 78539

? Office: 956.292.7008 (local) or 817.423.1966 | ? Cellphone: 817.933.5227 | ? FAX:
817.719-9312

(working out of Fort Worth, Texas)

4315 Balboa Drive | Fort Worth, Texas 76133

? Skype: james.r.wade

RENE GUERRA



FAX COVER SHEET

Date: May 29, 2009 Time: 8:52:42 AM Total Pages: 2 (Including coversheet)

FAX NUMBER TRANSMITTING TO: (956) 292-7035

**PLEASE DELIVER THE FOLLOWING PAGE(S) TO: Ivan
Budget Office**

**SENT BY: Roxana Segovia
SECTION: Administration**

**CONTACT NUMBER: (956) 318-2300 EXT. 720
FAX NUMBER: (956) 318-2078**

Invoice for Truesec. If you have any questions please call me, thanks!

This message is intended only for the use of the individual or entity to which it is addressed. It may contain information that is privileged, confidential, and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us by telephone and return the original message to us at the listed address via the U.S. Postal Service. THANK YOU

AI-15713

18.B.

**Approval to create 4 Clerk Typist Positions
CC REGULAR**

Date: 06/02/2009
Submitted By: Roy Cazares, DISTRICT ATTORNEY
Department: DISTRICT ATTORNEY
Agenda Category: District Attorney

Information

CAPTION

DA's Bad Check (1222):

1. Approval to create 4 temporary part-time Clerk Typist positions, slot no.'s T021, T022, T23 and T024, budgeted hourly rate \$9.00 per hour.
2. Approval of 2009 appropriation of funds
3. Approval of revised salary schedule.

BACKGROUND

Summer help.

Fiscal Impact

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

ACCT. #: 9-1222-412-00-080-006-0-XXX
MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available through appropriation of funds.

Attachments

Link: [Job Description](#)

Link: [PAR](#)

Link: [Fiscal Note](#)

Link: [Appropriation](#)

Link: [DA's- Revised Salary Schedule](#)

Link: [County- DA's Revised Salary Schedule](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/28/2009 08:12 AM	APRV
2	Rosalinda Cantu	Rosie Cantu	05/28/2009 12:03 PM	APRV
3	Auditor's Office		05/29/2009 05:34 PM	NEW

Form Started By: Roy Cazares
Started On: 05/27/2009 04:34 PM

Final Approval Date: 05/29/2009

Hidalgo County District Attorney's Office

Job Description



Job Title: **Clerk Typist**

Exempt: **No**
Salary Level:
Job Category: **Clerical**

Summary: This is a position that involves limited independent judgment. Duties include performing clerical work requiring application of various work methods and procedures, and familiarity with departmental functions, policies, and practices. Does not supervise any employees.

Essential Duties and Responsibilities:

Other duties may be assigned.

Make copies of forms

File forms and files

Shred files/documents

Fax documents

Minimal preparation of forms

Minimal answering of phone

Retrieve files from storage

File documents in the District Clerk's Office or County Clerk

May input information into the computer

May act as receptionist or telephone switchboard operator or as a backup for such a position

May conduct limited research of records for information on criminal or civil records

Merge and edit legal documents in the computer.

Contacts law enforcement agencies, victims and witnesses.

Pull court dockets

Performs tasks as assigned by Supervisor

Qualification Requirements: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Computer knowledge:

Must have personal computer knowledge. Ability to learn new computer software. Must be familiar with MS Windows products. Must type between 35 - 45 words a minute.

Education and/or Experience:

High school diploma or general education degree (GED).

Language Skills:

Ability to read and interpret legal documents

Mathematical Skills:

Ability to work with mathematical concepts such as probability and statistical inference. Ability to apply concepts such as fractions, percentages, ratios, and proportions to practical situations.

Reasoning Ability:

Ability to define problem(s), collect data, establish facts, and draw valid conclusions.

Other Skills and Abilities:

Possess thorough knowledge of all major substantive law areas affecting program clients.

Possess thorough knowledge and understanding of legal terminology and procedures required by assigned duties.

Ability to get along well with people, assume responsibility and follow orders.

Ability to function at a high level under stressful conditions.

Ability to maintain confidentiality. Through knowledge of the “unauthorized practice of law”.

Ability to perform high level analysis of cases and relevant legal materials.

Ability to communicate with persons in the client community. Bilingual ability is highly desirable.

Knowledge and understanding of the legal problems and needs of the poor.

Physical Demands: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to sit; use hands and finger, handle or feel objects, tools or controls; reach with hands and arms; and talk or hear. The employee is occasionally required to stand and walk.

The employee must occasionally lift and/or move up to 10 lbs. Specific vision abilities required by this job include close vision and the ability to adjust focus.

Work Environment: The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderate.

Must have a clear criminal record and must submit to a drug test.



HIDALGO COUNTY

Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: 080

DATE: 05/28/2009

CURRENT POSITION TITLE:

CURRENT SLOT. #: T-21-T24

REQUESTED POSITION TITLE: Clerk-Typist
(For new positions or reclassifications)

REQUEST FOR:

☒ New Position ☒ Temporary Position ☐ Position Reclassification* ☐ Other _____

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: \$ _____ \$ 3,600 per slot (x 4) ^{pc} 14,400
Current Budgeted Salary Proposed Budgeted Salary Net Change

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☒ Other D.A. Checks Account - 9-1222-412-00-080-006-0- (Budget Appropriation) ^{pc}

POSITION Type:

Full Time Employee ☐ Part Time Employee ☐ 9.00
Object 113 Object 114

Full Time Temporary ☐ Part Time Temporary ☒ \$ 9.00 x 400 = \$3,600.00 ^{pc}
Object 121 Object 122 Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

06/02/2009 08/30/2009 M-F S-S 30-40 3 months
Start Date End Date Working Days & Hours Hours Per Week Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE: ^{pc}
Exempt ☒ FLSA: ☐
Non-Exempt ☐ Non-Exempt ☒
N/A ☐

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

Will assist in the different sections with catching up on shredding, making copies, filing paperwork, etc...

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

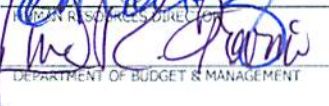
shredding, making copies, filing paperwork and other duties as assigned

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.  DEPARTMENT HEAD	5/28/09 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☒ YES ☐ NO
2.  HUMAN RESOURCES DIRECTOR	5/28/09 DATE	PERSONNEL PROCEDURES COMPLETED	☒ YES ☐ NO
3.  DEPARTMENT OF BUDGET & MANAGEMENT	5/28/09 DATE	BUDGET PROCEDURES COMPLETED	☒ YES ☐ NO
4. _____ COMMISSIONERS COURT APPROVAL	_____ DATE		

Hidalgo County
Department of Budget & Management
FISCAL NOTE

•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: Commissioner' Court
From: Valde Guerra, Budget Officer
CC Date: Tuesday, June 02, 2009

Agenda Item: 15713

Summary of request/proposal:

The DA's is requesting approval to create four (4) temporary part-time Clerk Typist positions, slot no.'s T021, T022, T23 and T024, budgeted hourly rate \$9.00 per hour.

				Current Budgeted		
Fund	Position	Slot#	Obj	Salary	Adjustment Requested	Total Requested
1222	CLERK TYPIST	T021	122	0.00	3,600.00	3,600.00
1222	CLERK TYPIST	T022	122	0.00	3,600.00	3,600.00
1222	CLERK TYPIST	T023	122	0.00	3,600.00	3,600.00
1222	CLERK TYPIST	T024	122	0.00	3,600.00	3,600.00
				0.00	14,400.00	14,400.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
9-1222-412-00-080-006-0-	122	DA BAD CK-	TEMP P/T EMPLOYEES	\$14,400.00
9-1222-412-00-080-006-0-	211	DA BAD CK-	HEALTH INSURANCE	-
9-1222-412-00-080-006-0-	212	DA BAD CK-	LIFE INSURANCE	-
9-1222-412-00-080-006-0-	220	DA BAD CK-	FICA	\$1,101.60
9-1222-412-00-080-006-0-	230	DA BAD CK-	RETIREMENT	-
9-1222-412-00-080-006-0-	250	DA BAD CK-	UNEMPLOYMENT COMP	\$72.00
9-1222-412-00-080-006-0-	260	DA BAD CK-	WORKER'S COMP	\$28.80
2009 Budgetary Impact				\$15,602.40

2010 Budgetary Impact: N/A

Possible Funding Sources: **FUND BALANCE**

Budget Office Recommendation:

CHECKS ACCOUNT



District Attorney's Office
2009 Checks Account
 9-1222-412-00-080-006-0
 Department No.: 080

SLOT	NAME	JOB TITLE	AUTO ALLOWANCE	LONGEVITY PAY	2009 BASE SALARY
3	*****	MANAGER OF INFORMATION & TECHNOLOG	\$3,600.00	\$600.00	\$73,392.00
G004	*****	CRIME VICTIM COORDINATOR			\$10,815.00
7	*****	SECRETARY			\$42,928.00
1	*****	CARPENTER			\$43,598.00
		TOTAL OBJECT - 113			#####
T009	*****	CLERK TYPIST	\$0.00	\$0.00	13,560.00
T011	*****	CLERK TYPIST	\$0.00	\$0.00	8,091.00
T018	*****	CLERK TYPIST (\$10.00)	\$0.00	\$0.00	3,600.00
T019	*****	CLERK TYPIST (\$9.00)	\$0.00	\$0.00	3,600.00
T020	*****	CLERK TYPIST	\$0.00	\$0.00	7,192.00
T021	VACANT	CLERK TYPIST			3,600.00
T022	VACANT	CLERK TYPIST			3,600.00
T023	VACANT	CLERK TYPIST			3,600.00
T024	VACANT	CLERK TYPIST			3,600.00
		TOTAL OBJECT - 122			50,443.00

**HIDALGO COUNTY
COMMISSIONER COURT
2009 SALARY SCHEDULE**

1222-412-00-080-006-0-

AI - 15713

DA BAD CK

Slot #	Obj Code	POSITION TITLE	2008 BUDGETED SALARY	2009 ADJUSTED SALARY	2009 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2009 BUDGETED SALARY APPROVED	2009 ACTUAL SALARY	Other Allowances					2009 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	CARPENTER	\$0.00	\$43,598.00	\$43,598.00	0	\$0.00	\$0.00	\$43,598.00	\$43,598.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43,598.00
0003	113	MANAGER OF INFORMATION & TECHNOLOGY	\$70,088.00	\$3,304.00	\$73,392.00	0	\$0.00	\$0.00	\$73,392.00	\$73,392.00	\$600.00	\$0.00	\$0.00	\$3,600.00	\$0.00	\$77,592.00
G004	113	CRIME VIC COOR	\$11,065.00	(\$250.00)	\$10,815.00	0	\$0.00	\$0.00	\$10,815.00	\$10,815.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,815.00
0007	113	LEGAL ASSISTANT	\$32,900.00	\$10,028.00	\$42,928.00	0	\$0.00	\$0.00	\$42,928.00	\$42,928.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$42,928.00
T009	122	CLERK TYPIST	\$17,980.00	(\$4,420.00)	\$13,560.00	0	\$0.00	\$0.00	\$13,560.00	\$13,560.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$13,560.00
T011	122	CLERK TYPIST	\$8,990.00	(\$899.00)	\$8,091.00	0	\$0.00	\$0.00	\$8,091.00	\$8,091.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,091.00
T018	122	CLERK TYPIST	\$3,150.00	\$450.00	\$3,600.00	0	\$0.00	\$0.00	\$3,600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
T019	122	CLERK TYPIST	\$3,150.00	\$450.00	\$3,600.00	0	\$0.00	\$0.00	\$3,600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
T020	122	CLERK TYPIST	\$3,150.00	\$4,042.00	\$7,192.00	0	\$0.00	\$0.00	\$7,192.00	\$7,192.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,192.00
T021	122	CLERK TYPIST	\$0.00	\$3,600.00	\$3,600.00	0	\$0.00	\$0.00	\$3,600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
T022	122	CLERK TYPIST	\$0.00	\$3,600.00	\$3,600.00	0	\$0.00	\$0.00	\$3,600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
T023	122	CLERK TYPIST	\$0.00	\$3,600.00	\$3,600.00	0	\$0.00	\$0.00	\$3,600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
T024	122	CLERK TYPIST	\$0.00	\$3,600.00	\$3,600.00	0	\$0.00	\$0.00	\$3,600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total			\$150,473.00	\$70,703.00	\$221,176.00		\$0.00	\$0.00	\$221,176.00	\$199,576.00	\$600.00	\$0.00	\$0.00	\$3,600.00	\$0.00	\$203,776.00

Approval to create 4 temporary part-time Clerk Typist positions, slot no.'s T021, T022, T023 and T024 pending CC approval.

AI-15725

19.A.

Payment Authorization - Eleazar Zuniga Robledo
CC REGULAR

Date: 06/02/2009
Submitted By: Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For: Joe Pena
Department: RIGHT OF WAY DEPT.
Agenda Category: Right of Way

Information

CAPTION

Consideration and approval to purchase a certain tract of land described as Parcel 42 - Alamo Brisas Subdivision.

BACKGROUND

Deed is recorded in both husband and wife's name but check will be issued only under the wife's name. Notarized letter is attached to authorize payment in wife's name.

Fiscal Impact

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

ACCT. #: 9-1339-431-00-124-054-0-711
MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding available for payment as of 5/28/09.

Attachments

Link: [Zuniga- Robledo](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/28/2009 09:44 AM	APRV
2	Dale Kennan	Dale Kennan	05/28/2009 03:46 PM	APRV
3	Auditor's Office		05/29/2009 05:34 PM	NEW

Form Started By: Sandra Garcia
Started On: 05/28/2009 09:10 AM
Final Approval Date: 05/29/2009

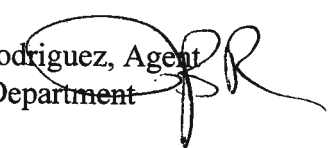


JOSE N. PEÑA
Director

HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

PAY-MEMO

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

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

DATE: May 5th, 2009

RE: San Carlos Drainage Improvements Project: Alamo Brisas Subdivision- Lot 42
Easement – Eleazar Zuniga Robeldo and wife Belen Robeledo

Comm. Garza,

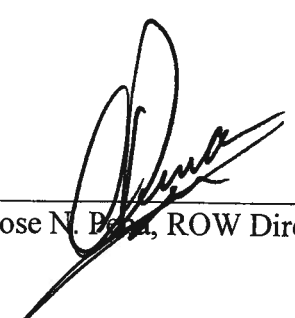
Attached, please find a copy of a signed unrecorded deed, appraisal report, copy of settlement demand approved by Commissioners' Court and a 1099-S form signed by the land owners on the above-mentioned project. A check in the amount of \$3,000.00 needs to be made payable to Belen Robeldo as per executed document by spouse Eleazar Zuniga Robeldo, as soon as possible from your account #. _____ set it for this project.

Commissioners' Court approved this project on November 25, 2008, concurrently on March 3rd 2009 and in closed & open session on April 27th, 2009.

Please hold check Agent will pick up for delivery.

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

Approved _____
Comm. Oscar L. Garza Jr.

Approved 
Jose N. Peña, ROW Director

Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your Social Security Number or your Driver's License Number.

Page 1 of 2

EASEMENT FOR DRAINAGE LINE PURPOSES

Alamo Brisas

San Carlos Drainage Improvements Precinct No 4

THE STATE OF TEXAS

§

§

COUNTY OF HIDALGO

§

KNOW ALL MEN BY THESE PRESENTS:

That, We, Eleazar Robledo and spouse, Belen Robledo, of the County of Hidalgo, State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of Three Thousand Dollars and No/100ths (\$3,000.00) to Grantors in hand paid by the County of Hidalgo, (hereinafter referred to as "Grantee"), receipt of which is hereby acknowledged, do by these presents Grant, Bargain, Sell and Convey the County of Hidalgo an easement in, along, upon and across the property which is situated in the County of Hidalgo, State of Texas, which is more particularly described in Exhibit "A", (hereinafter the "premises"), which is attached hereto and incorporated herein for any and all purposes.

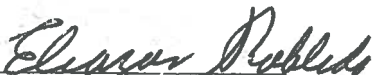
This easement conveyed herein is for the purpose of opening, constructing and maintaining a permanent drainage line in (hereinafter the "Drainage Line") in, along, upon and across said premises together with the right and privilege at all times of the Grantee herein, its agents, employees and representatives of ingress and egress to and from said premises for the purpose of making any improvements, modifications or repairs to the Drainage Line which the County deems necessary.

HOWEVER, it is expressly understood and agreed that should said easement be declare abandoned by action of the Commissioners Court of Grantee, the estate hereby conveyed shall revert to and revest in the Grantors and their heirs..

As a part of the grant hereby made it is agreed between the parties hereto that any stone, earth, gravel or caliche which may be excavated in the opening, construction or maintenance of said Drainage Line shall remain on premises.

TO HAVE AND TO HOLD the premises for said purposes together with all and singular the rights, privileges and appurtenances thereto in any manner belonging, unto the County of Hidalgo forever; and Grantors hereby bind themselves, their heirs, successors or assigns, to Warrant and Forever Defend, all and singular, the said easement herein conveyed unto the County of Hidalgo, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed on this the 23 day of April 2009.


Eleazar Robledo


Belen Robledo, spouse

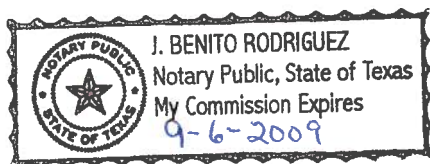
Acknowledgement

STATE OF TEXAS

COUNTY OF HIDALGO

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Belen Robledo, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 23 day of April 2009.




Notary Public, State of Texas

Acknowledgement

STATE OF VIRGINIA

COUNTY OF PRINCE WILLIAM

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 04 day of ~~April~~ ^{MAY} 2009.

State of Virginia
County of Prince William

Sworn to and subscribed before me on
the 04 day of May, 2009


Notary Public Cayaldo Mercado
My Commission Expires January 01, 2011


Notary Public, State of VIRGINIA

REAL ESTATE APPRAISAL REPORT
TEXAS DEPARTMENT OF TRANSPORTATION

Address of Property: 5412 Barcelona Drive, Edinburg, Texas 78541 Account: N/A

Property Owner: Eleazar Robledo & Belen Robledo Parcel: N/A
Address of Property Owner: 5412 Barcelona Drive, Edinburg, Texas CSJ: N/A
Occupant's Name: Eleazar Robledo & Belen Robledo Federal Project No: N/A
Whole: ☐ Partial: ☒ Acquisition Highway: N/A County: Hidalgo

Purpose of the Appraisal

The purpose of this appraisal is to estimate the market value of the fee simple title to the real property to be acquired, encumbered by any easements not to be extinguished, less oil, gas and sulphur. If this acquisition is of less than the whole property, then any special benefits and/or damages to the remainder property must be included in accordance with the laws of Texas.

Market Value

Market value is defined as follows: "Market Value is the price which the property would bring when it is offered for sale by one who desires, but is not obliged to sell, and is bought by one who is under no necessity of buying it, taking into consideration all of the uses to which it is reasonably adaptable and for which it either is or in all reasonable probability will become available within the reasonable future."

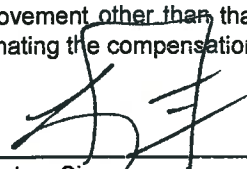
Certificate of Appraiser

I hereby certify that, it is my opinion the total compensation for the acquisition of the herein described property is \$2,003.00 as of January 6, 2009 based upon my independent appraisal and the exercise of my professional judgment; on January 6, 2009, (date)(s), I personally inspected in the field the property herein appraised; I have not afforded Eleazar Robledo & Belen Robledo, the property owner or the representative of the property owner, the opportunity to accompany me at the time of the off-site inspection. They reserve the right for an on-site inspection with this appraiser if requested.

The comparables relied upon in making said appraisal were as represented by the photographs contained in the appraisal report and were inspected on January 9, 2009 (date)(s), I have not revealed and will not reveal the findings and results of such appraisal to anyone other than the proper officials of the County of Hidalgo, or officials of the Federal Highway Administration until authorized by State officials to do so, or until I am required to do so by due process of law or until I am released from this obligation by having publicly testified to such findings; and, my compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result or the occurrence of a subsequent event.

I certify to the best of my knowledge and belief that the statements of fact contained in this report are true and correct; the reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions and conclusions; I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved; and, my analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the appropriate State laws, regulations, and policies and procedures applicable to the appraisal of right of way for such purposes, and that to the best of my knowledge no portion of the value assigned to such property consists of items which are noncompensable under the established law of said State,

and any decrease or increase in the fair market value of subject real property prior to the date of valuation caused by the public improvement ~~other than~~ that due to the physical deterioration within the reasonable control of the owner has been disregarded in estimating the compensation for the property.


Appraiser Signature - Leonel Garza III

State Certified General Real Estate Appraiser - TX 1328375-General
Certification Number

January 26, 2009
Date

To the best of my knowledge, the value does not include any items which are not compensable under state law.

District Reviewing Appraiser

Date



JOSE N. PEÑA
Director

HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

MEMO

To: Commissioners' Court
Attn: Mr. Jose N. Pena, ROW Director

From: J. Benito Rodriguez, Agent
Right of Way Department 

Date: April 27, 2009

Subject: San Carlos Drainage Improvements Project: Alamo Brisas
Lot 42 —Eleazar Zuniga Robledo & wife Belen Robledo

Appraised Value	\$ 2,003.00
Settlement Demand	\$ 3,000.00 **
Difference	(\$997.00) ***

***See attached letter

* The Right of Way Department at this time recommends the submitted Settlement Demand, being less expensive then E.D. and expedites the project at hand.

Commissioners' Court Executive Session April 28, 2009.

 4/27/09 Approved

Not Approved

To whom it may concern ,

I, Belen Robledo on behave of myself and husband Eleazar Zuniga Robledo, who is currently working out of the state would like to submit a counter offer of \$3,000.00 on this day April 23, 2009 to the County of Hidalgo.

I consider this to be a fair offer, since we have made improvements around our property for the propose of keeping out the flood waters. We greatly appreciate if you would consider our counter offer.

Respectfully,

Belen Robledo

Eleazar Zuniga Robledo
5412 Barcelona Dr.
Edinburg, TX 78541
(956) 328-9077

February 28, 2009

To Whom It May Concern:

By means of this letter I, Eleazar Zuniga Robledo would like to authorize my wife Belen Robledo to receive the check from the County of Hidalgo. I am currently in the State of Virginia and it is impossible for me to be present to receive it. I would also like for the staff of the County of Hidalgo to assign the check under my wife's name. I also like to state that I give my wife full authorization to cash, deposit or to do any process that she may consider necessary with this check.

If you have any questions please feel free to contact me at the above phone number.

For the uses deemed suitable by Belen Robledo, I sign the present letter before a Notary Public in Manassas, Virginia, on the 28th day of February of 2009.


Eleazar Zuniga Robledo
TX DL # 10197067

State of Virginia
County of Prince William

Sworn to and subscribed before me on
the 28th day of 02nd . 2009


Notary Public Quinto Morado
My Commission Expires January 01, 2011

AI-15709

19.B.

License Agreement - Hector Guerra
CC REGULAR

Date: 06/02/2009
Submitted By: Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For: Joe Pena
Department: RIGHT OF WAY DEPT.
Agenda Category: Right of Way

Information

CAPTION

Authorization for discussion, consideration and/or approval to enter in a License Agreement between the County of Hidalgo and Hector Guerra for an extension of present location for the Monte Alto Collection Site.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 9-1100-432-00-121-001-0-441

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

BUDGETARY IMPACT:

Funding for 6 months is pending transfer (AI-15736) in the amount of \$1,500.00.

Attachments

Link: H. Guerra

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/28/2009 08:08 AM	APRV
2	Dale Kennan	Dale Kennan	05/28/2009 03:24 PM	APRV
3	Auditor's Office	Angela Garcia	05/29/2009 05:34 PM	APRV

Form Started By: Sandra Garcia
Started On: 05/27/2009 04:26 PM
Final Approval Date: 05/29/2009

STATE OF TEXAS

LICENSE AGREEMENT

COUNTY OF HIDALGO

THIS AGREEMENT is made this ____ day of June, 2009 by and between Hector Guerra, its duly authorized owner, whose address is 907 S. Cage Blvd., Pharr, Texas 78577, hereinafter called **Licensors**, and the County of Hidalgo, acting by and through the Hidalgo County Commissioners Court, whose address is 100 E. Cano, Edinburg, Texas, hereinafter referred to as **Licensee**.

RECITALS

Licensors is the owner of those certain tracts or parcels of land, hereinafter referred to as the Parcels, which are more fully described in Exhibit "A" which is attached hereto and incorporated herein for any and all purpose.

Licensee intends to occupy all or portions of the Parcels for the purpose of a Collection Station on said Parcel.

Licensors has agreed to allow Licensee access to the Parcel described on Exhibit "A" for the limited purpose and upon the terms and conditions herein expressed.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that Licensors for and in consideration of a Monthly Fee of Two Hundred Fifty Dollars (\$250.00) and other good and valuable consideration to them in hand paid by the County of Hidalgo, the receipt and sufficiency of which is hereby acknowledged and confessed, have agreed and by these presents agree to extend to Licensee the right and privilege to enter upon the Parcels herein described for the sole purposed herein stated. The right and privilege of entry is conditioned strictly upon the following terms and conditions:

1. The right and privilege of entry shall extend to County of Hidalgo and any contractor entering by and through County of Hidalgo for the sole purpose of performing any of the work contemplated by this Agreement. Any further attempt to assign this license will terminate the license without notice.
2. The right and privilege to terminate this agreement by either party by giving thirty (30) days notice to the other party. This Agreement shall extend from the Effective Date of this Agreement for six (6) months and at the expiration of six (6) months shall have the option to extend for an additional six (6) months.
3. Licensee shall be solely responsible for any damages to the Property or injury to third parties resulting from or arising from Licensee's exercise of the license under this Agreement.

4. Licensee shall before the termination of this Agreement, be responsible to repair said parcels to its original or better condition.

Licensors:

Hector Guerra

Licensee:
County of Hidalgo

Juan De Dios Salinas
County Judge

Approved as to form:

Steve Crain
Attorney for Hidalgo County

ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF HIDALGO

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Juan De Dios Salinas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office, this _____ day of June, 2009.

Notary Public, State of Texas

ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF HIDALGO

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

Given under my hand and seal of office, this _____ day of June, 2009.

Notary Public, State of Texas

AI-15714

20.A.

**Tax Agreement - City of Palmview
CC REGULAR**

Date: 06/02/2009
Submitted By: Mary Garcia, TAX OFFICE
Submitted For: Armando Barrera Jr.
Department: TAX OFFICE
Agenda Category: Tax Office

Information

CAPTION

Discussion, consideration and approval of Inter-Local Cooperation Agreement for Tax Assessment and Collection of taxes between the County of Hidalgo and the City of Palmview effective October 1, 2009.

BACKGROUND

Contract is effective October 1, 2009 with a contract amount of \$20,000.00.

Fiscal Impact

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

No funding required.

Attachments

Link: [Interlocal Agreement](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/28/2009 08:13 AM	APRV
2	Perla Lopez	Perla Lopez	05/28/2009 09:51 AM	APRV
3	Auditor's Office		05/29/2009 05:34 PM	NEW

Form Started By: Mary Garcia
Started On: 05/27/2009 04:38 PM
Final Approval Date: 05/29/2009

STATE OF TEXAS
COUNTY OF HIDALGO

§
§
§

**INTER-LOCAL COOPERATION AGREEMENT
FOR TAX ASSESSMENT AND COLLECTION**

This Agreement made and entered into this _____ day of _____, 2009, by and between the County of Hidalgo (hereinafter called "COUNTY"), a political subdivision of the State of Texas and the City of Palmview, Texas, (hereinafter called "CITY") duly organized and existing under the laws of the State of Texas, each acting herein by and through its duly authorized officials.

WITNESSETH:

WHEREAS, the parties to this Agreement wish to consolidate the assessment and collection of property taxes into one person, the Tax Assessor-Collector of Hidalgo County, Texas (hereafter called "TAC") and

WHEREAS, the parties enter into this Agreement in order to eliminate the potential duplication of the existing system for the assessment and collection of taxes and to promote governmental efficiency; and

WHEREAS, the parties enter into this Agreement pursuant to the authority granted by Sections 6.23 (a) (4), 6.24, 6.29 and 6.30 of the Texas Property Tax Code (hereafter called "Tax Code") and Article 4413 (32c), V.T.C.S., known as the "Inter-local Cooperation Act";

NOW, THEREFORE, for purposes stated herein, it is mutually agreed as follows:

I. TERM:

This Agreement is for the collection of CITY taxes for the 2009 Tax Year effective OCTOBER 1ST, 2009. This Agreement shall be automatically renewed for subsequent tax years, on September 30th of each calendar year unless either party gives written notice to the other of its intent to terminate this agreement, at least thirty (30) days prior to the renewal date.

II. APPOINTMENT:

The CITY appoints the TAC as the Assessor-Collector of taxes for the CITY for the term of this Agreement. The TAC shall have full authority and responsibility to assess all of the real and personal property subject to taxation located within the boundaries of the

CITY in accord with the laws pertaining thereto. The TAC is authorized and directed to collect all taxes of the CITY, both current and delinquent, including taxes previously assessed by the CITY. The TAC shall remain in the sole employ and control of the COUNTY.

III. DESCRIPTION OF SERVICES:

1. The COUNTY, through its TAC, hereby agrees to provide the following ad valorem tax related services:
 - A. Compute and publish the effective tax rate subject to consideration and approval of the CITY. Expenses for all notices and publications shall be borne by the CITY;
 - B. Establish the tax roll based on property values and exemption certified by the Appraisal District and the tax rate, exemptions, and discounts authorized by the CITY;
 - C. Prepare and mail tax statements for all of the CITY tax accounts;
 - D. Receive payment of taxes on behalf of the City;
 - E. Refund overpayment or erroneous payments of taxes as provided by law.
 - F. Disburse tax monies received at the COUNTY Tax Office during the term of this contract, on the next business day. All other payments received at the COUNTY 'S Depository Bank ("Bank") will be received in accordance with the terms of the lock box processing agreement between the BANK and the COUNTY.
 - G. Prepare and submit reports as required pursuant to Texas Property Tax Code Ann. Sec. 31.10, to the City accounting for all taxes collected. The COUNTY further agrees to prepare and/or provide information and reports for State agencies, auditors and other activities regarding the assessment, collection, and disbursement of ad-valorem taxes. The COUNTY shall also provide current and delinquent tax rolls, quarterly status reports, on partial payment contracts, and delinquent tax statements upon request.
 - H. The TAC will apply equal effort in the assessment and collection of current and delinquent property taxes for the parties of the Agreement. The TAC activity will not show bias toward any taxing unit for which it collects current and delinquent property taxes.

- I. The TAC will permit the taxpayer, in the event of payment of less than the consolidated bill is tendered, to apply the payment as the taxpayer desires, in compliance with State Law. In the absence of the expression of any preference as to application of payment, the payment will be applied in compliance with Section 31.07 of the Property Tax Code which states that if a collector accepts a partial payment of a tax bill that includes taxes for more than one taxing unit, the collector shall allocate the partial payment among all the taxing units included on the bill in proportion to the amount of tax included in the bill for each taxing unit.
 - J. Any waiver of penalty and interest being considered must establish that the delinquency was caused by a direct action or inaction of the TAC or Appraisal as described by the Property Tax Code.
 - K. The TAC will limit the time frame allowed for installment payment agreement on delinquency property taxes owing to the City to no more than twelve (12) months. Written approval must be obtained for the City Manager or his designee for deviations.
 - L. The TAC will refrain from seizing and/or selling any property pertaining to the CITY'S Tax Roll, having a homestead designation, for payment of delinquent taxes, without written approval.
 - M. The TAC will certify to the Board an estimate of the collection rate of the current year, the amount of debt taxes, if applicable, and other required information pursuant to Tax Code Sec. 26.04(b). The CITY and COUNTY agree that interest payments required as a result of untimely processing of refunds are not considered reimbursable expenses.
2. The CITY hereby specifically authorizes and empowers Hidalgo County, Texas, its employees, officials and agents to perform and all acts which the COUNTY, its employees, officials, and agents determine necessary proper, and in the best interest of the CITY in order to accomplish the services hereby agreed to be performed by the COUNTY.
 3. The following duties and responsibilities of the CITY are specifically excluded from this Agreement:
 - A. Any obligation of the Hidalgo County Appraisal District;
 - B. Adoption of a tax rate for the CITY;
 - C. Obligation of the CITY regarding publication of tax information, meeting notices and elections regarding the establishment of a tax rate; and

- D. Any other obligations imposed by law upon the CITY not specifically agreed to be performed herein by the COUNTY.
- E. Adopt and enforce reasonable regulations not inconsistent with the Constitution and Laws of this State as may be deemed essential for the proper collection, checking, and accounting of revenues by the COUNTY, including funds held in trust for the CITY.

V. DELINQUENT TAXES:

1. Pursuant to Section 6.24 of the Texas Tax Code, the CITY hereby authorizes the COUNTY by and through the TAC to collect delinquent taxes for the CITY as provided herein.
2. Pursuant to Subsection (c.), Section 6.30, Texas Property Tax Code Ann., if the CITY has entered into a contract with a law firm to represent the CITY in the enforcing and collecting of delinquent taxes. The delinquent taxes. The attorney's compensation is set forth in such contract. A copy of the CITY'S Delinquent Tax Collection Agreement must be attached hereto and incorporated herein by reference as Exhibit "A".
3. Pursuant to Section 33.07, Texas Property Tax Code Ann., the COUNTY agrees to produce and deliver to the "CITY'S" delinquent tax attorney a Notice of Delinquency which includes the additional penalty to defray the costs of collection for mailing to the property owner at least thirty (30) and not more than sixty (60) days before July 1.
4. No installment agreement for the payment of CITY'S delinquent taxes, which are in excess of \$5,000.00, will be entered into by the TAC without the prior approval of the CITY. No installment agreements on behalf of the CITY will be entered into prior to July 1 for payment of current year delinquent taxes.

VI. CONSIDERATION:

1. The CITY hereby agrees to pay and the COUNTY agrees to accept a fee of \$20,000.00 of all current and delinquent base taxes collected from October 1st 2009, through September 30th, 2010. For subsequent years, after reviewing actual collection costs, the COUNTY will submit to the CITY, prior to May 1, the fee for the following year. In no event will the cost increase by more than 5% per year. The CITY will have until June 1, to accept the recommended fee.
2. The COUNTY will deduct a 1/12th - collection fee from monthly collections and submit monthly collections reports.
3. If for any reason the CITY is unable to provide the COUNTY with necessary tax account information and adopted tax rate prior to the COUNTY'S mailing of its

own Tax Bills, the CITY agrees to assume the entire cost for such additional mailing. It is understood however, that the CITY will be charged a prorated amount on an equal basis if another Entity is consolidated on such billing.

4. The CITY is to provide in writing its adopted tax rate to the COUNTY no later than October 1st of each year and the COUNTY is to mail out the consolidated tax statements no later than November 1st of each year. If the CITY fulfills this requirement and the COUNTY, due to a delay in adoption of its tax rate or other entities tax rate determines that it will not be able to mail consolidated tax statements by November 1st, then the COUNTY at its own expense will mail a separate tax statement for the CITY by November 1st.
5. The CITY will require the TAC to give bond conditioned on his faithful performance of duties. The bond shall be payable to, approved by, and paid for by the CITY in an amount to be determined by the CITY.

VI. MISCELLANEOUS:

1. It is expressly understood and agreed that, in the execution of this Agreement, neither the COUNTY nor CITY waives or shall be deemed hereby to waive any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.
2. All notices provided to be given under this Agreement shall be given by regular or certified mail addressed to the proper party, at the following address:

IF TO COUNTY: Hon. J.D. Salinas, County Judge
100 E. Cano, 2nd Floor
P.O. Box 1356
Edinburg, Texas 78540

WITH COPIES TO: Armando Barrera Jr., RTA
Hidalgo County Tax Assr/Coll
P.O. Box 178
Edinburg, Texas 78540-0178

Ray Eufrazio, County Auditor
2808 S. Bus Hwy 281
Edinburg, Texas 78539

IF TO THE CITY: Hon. Jorge G Garcia, Mayor
City of Palmview
400 W. Veterans Blvd.
Palmview, Texas 78572

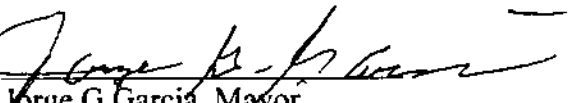
3. **TEXAS LAW TO APPLY:** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of parties created hereunder are performable in Hidalgo County, Texas.
4. **LEGAL CONSTRUCTION:** In case any one or more of the provisions contained in this Agreement 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.
6. **PRIOR AGREEMENT SUPERSEDED:** This Agreement constitutes the sole and only Agreement of the parties hereto and supercedes any prior understandings or written or oral agreements between the parties respecting the subject matter.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL THIS THE _____ DAY OF _____, _____.

COUNTY OF HIDALGO:

CITY OF PALMVIEW:

BY: _____
J.D. Salinas,
Hidalgo County Judge
Hidalgo County, Texas

BY: 
Jorge G Garcia, Mayor
City of Palmview

ATTEST:

Arturo Guajardo,
Hidalgo County Clerk
Hidalgo County, Texas


Aida Rivas, City Secretary
City of Palmview

AI-15693

21.A.

**Permit between Donna Irrigation District, & Hidalgo County
CC REGULAR**

Date: 06/02/2009
Submitted By: Noe Montez, COMM. PCT. #1
Submitted For: Patricio R. Avila
Department: COMM. PCT. #1
Agenda Category: Precinct #1

Information

CAPTION

Requesting approval of Permit which grants permission to work within the drainage ditch right of way for the purpose of cleaning, maintenance, and surveying upon existing drain ditches located in Lots, 1-4- Block 32, and Lots 1-4, block 23 of La Donna Subdivision, between Donna Irrigation District, Hidalgo County No. 1 and Hidalgo County.

BACKGROUND

Fiscal Impact

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

ACCT. #: 9-1339-431-00-121-056-0-733
MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available as of 5-28-09 for PO #619537 & 613322 for Dos Land Surveying & Dos Logistics, respectively.

Permit is to grant access only. Labor will be performed by Drainage Dept employees. There is no materials or equipment costs.

Attachments

Link: [permit](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/27/2009 02:47 PM	APRV
2	Ivan Cantu	Ivan Cantu	05/28/2009 02:54 PM	APRV
3	Auditor's Office		05/29/2009 05:34 PM	NEW
Form Started By: Noe Montez			Started On: 05/27/2009 12:54 PM	
Final Approval Date: 05/29/2009				

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

PERMIT

DONNA IRRIGATION DISTRICT, HIDALGO COUNTY NO. 1 (hereinafter called "GRANTOR"), for and in consideration of the agreements contained herein, does hereby grant a **PERMIT** unto **HIDALGO COUNTY, TEXAS**, having its principal office at 100 E. Cano, 2nd Floor, Edinburg, Texas, (hereinafter called "PERMITEE") allowing PERMITEE to enter upon an existing drain ditch located in Lots 1-4, Block 32 and Lots 1-4 Block 23, La Donna Subdivision and properties of GRANTOR as shown on map on Exhibit A attached hereto together with the right and privilege to go upon said premises unto PERMITEE, its agents, employees and representatives for the purpose of any maintenance or repairs which PERMITEE deems necessary.

PERMITEE, by the acceptance hereof, agrees to exercise its rights under this Permit so that there are no interruptions of water deliveries by GRANTOR to its customers, unless GRANTOR and PERMITEE reach a written agreement modifying this provision.

This Permit grants rights restricted to the purposes mentioned above and does not include any other use by PERMITEE or any assignees or successors to PERMITEE than as described above, including, but not limited to, any appurtenant utilities, transmission lines or any other facilities which are not essential to the rights granted by this Permit.

GRANTOR reserves the right to fully use and enjoy the premises subject to this Permit.

GRANTOR shall not be liable or responsible for, and shall be saved and held harmless by PERMITEE, from and against any and all claims and damages of every kind, for injury to or death of any person or persons and for damage to or loss of property, personal or real, arising out of or attributed, directly or indirectly, to the operations of PERMITEE under the Permit.

The issuance of this Permit grants permission to work within the drainage ditch right of way for the purpose of cleaning, maintenance and surveying Donna's drainage ditches (the "Work"), but does not guarantee a route free of obstructions such as utility lines, whether privately or commercially owned. In order to prevent damage to these utility lines, whether privately or commercially owned. In order to prevent damage to these utility lines, it will be your responsibility to contact the various utility companies or private owners for the exact location of any facilities that may be in the path of your proposed work.

The right of way must be cleared of trash and excess dirt and left in a neat, clean condition upon completion of the Work. PERMITEE or its agents will repair any damage caused by its Work activity; all trenches will be properly backfilled and PERMITEE or its agents will correct any future settlements in area of excavation within one year time frame.

PERMITEE shall notify GRANTOR prior to the commencement of any work or activity on the premises covered by the Permit.

All Work described herein shall be completed within 12 months from the effective date shown below; however, an extension will be considered upon request prior to expiration date.

This Permit shall become effective the 22nd day of May, 2009.

GRANTOR

DONNA IRRIGATION DISTRICT,
HIDALGO COUNTY NO. 1

By: 

Rosendo Guzman

Its: President

ACCEPTED: PERMITEE
HIDALGO COUNTY, TEXAS

By:

J. D. Salinas, III

Its: Executive Director

ATTEST:

Arturo Guajardo, Jr., County Clerk

ACKNOWLEDGMENTS

STATE OF TEXAS §
COUNTY OF Hidalgo §

This instrument was acknowledged before me on this the 22nd day of May, 2009 by Rosendo Guzman, President of the Board of Directors of Donna Irrigation District, Hidalgo County No. 1, a political subdivision of the State of Texas, on behalf of said political subdivision, to certify which witness my hand and seal.

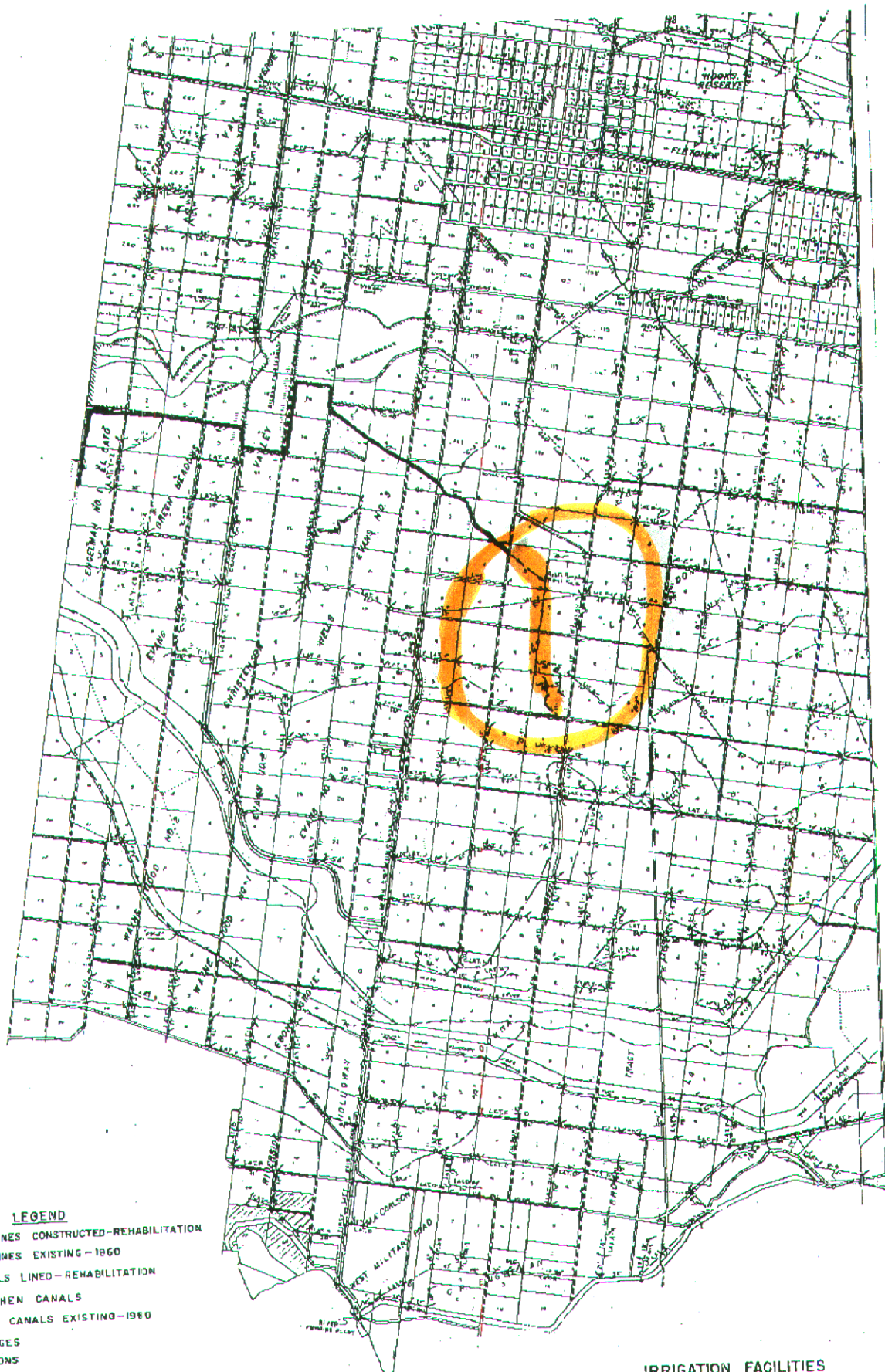


Lynelle Kummel
Notary Public in and for the State of Texas

STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 2009, by J. D. Salinas, III, in the capacity as stated, to certify which witness my hand and seal of office.

Notary Public in and for the State of Texas



IRRIGATION FACILITIES
 DONNA IRRIGATION DISTRICT
 HIDALGO COUNTY NO. 1

DONNA, TEXAS
 BIDLER, CLARK, & ASSOCIATES
 CONSULTING ENGINEERS
 WEGLAHO, TEXAS

AI-15724

22.A.

Rail Project - Hidalgo County

CC REGULAR

Date: 06/02/2009
Submitted By: Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Submitted For: Comm. Flores per Mingo/Godfrey
Department: COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category: Precinct #3

Information

CAPTION

Discussion and action as it relates to the development of a Rail Project in Hidalgo County.

BACKGROUND

No other information provided.

Fiscal Impact

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

For Discussion only. Funding will be determined at a later time.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/28/2009 09:40 AM	APRV
2	Perla Lopez	Perla Lopez	05/29/2009 04:33 PM	APRV
3	Auditor's Office		05/29/2009 05:34 PM	NEW

Form Started By: Monica Badillo
Started On: 05/28/2009 09:10 AM
Final Approval Date: 05/29/2009

AI-15745

23.A.

**Earnest Money Contract - Pct# 4 Drainage Improvement Project - Dickerson
CC REGULAR**

Date: 06/02/2009
Submitted By: Angela Garcia, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Category: Precinct #4

Information

CAPTION

Approval of farm & ranch earnest money contract - Barry Dickerson and wife Linda Dickerson for purchase of real property consisting of grain fields & sugar cane fields.

BACKGROUND

The earnest money contract was not forwarded with the agenda item. Steve Crain will provide it on Tuesday at Commissioner's Court.
Approximately 240 acres will be purchased in phases from Barry and Linda Dickerson.

Fiscal Impact

FISCAL YEAR: 2009
ACCT. #: 9-1100-170-00-000-000-0-000
FUNDS AVAILABLE Y/N?:
BUDGETARY IMPACT:

MATCHING FUNDS Y/N?:

9-1100-170-00-000-000-0-000 will be used for the Earnest money Deposit.

An interdepartmental transfer of approximately 2.5 Million will be prepared to transfer funds from 9-1339-431-00-124-036-0-890 to 9-1339-431-00-124-048-0-719 to cover Dickerson Land acquisition.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/29/2009 10:18 AM	APRV
2	Manuel Chapa	Manuel Chapa	05/29/2009 03:06 PM	APRV
3	Auditor's Office		05/29/2009 05:34 PM	NEW
Form Started By: Angela Garcia			Started On: 05/29/2009 09:27 AM	
Final Approval Date: 05/29/2009				

AI-15748

23.B.

**Approval of Earnest Money contract - Pct# 4 Drainage Improvement Project -
Dickerson
CC REGULAR**

Date: 06/02/2009
Submitted By: Angela Garcia, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Category: Precinct #4

Information

CAPTION

Approval of farm & ranch earnest money contract - Barry Dickerson and wife Linda Dickerson for purchase of real property consisting of sugar cane fields.

BACKGROUND

The earnest money contract was not forwarded with the agenda item. Steve Crain will provide it on Tuesday at Commissioner's Court.
Approximately 240 acres will be purchased in phases from Barry and Linda Dickerson.

Fiscal Impact

<u>FISCAL YEAR:</u> 2009	<u>ACCT. #:</u> 9-1339-431-00-124-048-0-719
<u>FUNDS AVAILABLE Y/N?:</u>	<u>MATCHING FUNDS Y/N?:</u>
<u>BUDGETARY IMPACT:</u>	

<u>FISCAL YEAR:</u> 2009	<u>ACCT. #:</u> 9-1100-170-00-000-000-0-000
<u>FUNDS AVAILABLE Y/N?:</u>	<u>MATCHING FUNDS Y/N?:</u>
<u>BUDGETARY IMPACT:</u>	

An interdepartmental transfer of approximately 2.5 Million will be prepared to transfer funds from 9-1339-431-00-124-036-0-890 to 9-1339-431-00-124-048-0-719 to cover Dickerson Land acquisition.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/29/2009 10:24 AM	APRV
2	Manuel Chapa	Manuel Chapa	05/29/2009 03:09 PM	APRV
3	Auditor's Office		05/29/2009 05:34 PM	NEW
Form Started By: Angela Garcia			Started On: 05/29/2009 09:43 AM	
Final Approval Date: 05/29/2009				

AI-15759

24.A.

2009 First quarter budget report

CC REGULAR

Date: 06/02/2009
Submitted By: Angela Garcia, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Category: Budget and Management

Information

CAPTION

2009 First Quarter Budget Report - General Fund:

1. Presentation, report, and discussion on actual, estimated, and projected Revenues and Expenditures for budget years 2008, 2009, 2010, and resulting or related budget issues.
2. Presentation, report, and discussion on 2009-2010 debt service and 2010 Capital Improvement Plan (CIP) capital projects.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/29/2009 02:10 PM	APRV
2	Ivan Cantu	Ivan Cantu	05/29/2009 02:46 PM	APRV
3	Auditor's Office		05/29/2009 05:34 PM	NEW

Form Started By: Angela Garcia
Started On: 05/29/2009 01:56 PM
Final Approval Date: 05/29/2009

AI-15711

24.B.1.

Interdepartmental Transfer - Pct #4 R&B (1204)

CC REGULAR

Date: 06/02/2009
Submitted By: Jr. Munoz, COMM. PCT. #4
Department: COMM. PCT. #4
Agenda Category: Budget and Management

Information

CAPTION

Pct. #4 R&B - (1204)

Approval of 2009 interdepartmental transfer within Pct #4 R&B (1204) from (program 007) to Lake View Subdivision (program 401) in the amount of \$76,447.00 to fund project expenditures.

BACKGROUND

To cover work Authorization #1 for J.E. Saenz & Associates, Inc. contract #C-09-171-05-19

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:

9-1204-431-00-124-007-0-711-->9-1204-431-00-124-401-0-711 \$50,000.00

9-1204-431-00-124-007-0-XXX-->9-1204-431-00-124-401-0-731 \$26,447.00

Funding available as of 5-29-09.

Attachments

Link: [interdept transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/28/2009 08:10 AM	APRV
2	Manuel Chapa	Manuel Chapa	05/29/2009 08:14 AM	APRV
3	Auditor's Office		05/29/2009 05:34 PM	NEW

Form Started By: Jr. Munoz
Started On: 05/27/2009 04:31 PM
Final Approval Date: 05/29/2009

DEPARTMENT HEAD SIGNATURE

AI-15738

24.B.2.

Interdept- Independent Audit 052809

CC REGULAR

Date: 06/02/2009
Submitted By: Veronica Lopez, BUDGET & MANAGEMENT
Submitted For: Dina Trevino
Department: BUDGET & MANAGEMENT
Agenda Category: Budget and Management

Information

CAPTION

Independent Audit (1100):
Approval of 2009 interdepartmental transfer from Co. Wide Administration to
Independent Audit in the amount of \$18,431.25 due to an increase in contract price.

BACKGROUND

Fiscal Impact

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

BUDGETARY IMPACT:

9-1100-415-00-115-002-0-899 --> 9-1100-415-13-115-019-0-335 \$18,431.25
Available balance as of 05-28-09

Attachments

Link: Interdept- Indep 052809

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/29/2009 07:44 AM	APRV
2	Manuel Chapa	Manuel Chapa	05/29/2009 08:46 AM	APRV
3	Auditor's Office		05/29/2009 05:34 PM	NEW
Form Started By: Veronica Lopez			Started On: 05/28/2009 04:07 PM	
Final Approval Date: 05/29/2009				

DATE: May 28, 2009

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Dept. of Budget & Management

ACCOUNT NUMBER: 9-1100-415-XX-115-0XX-0-XXX

2009

Transfer
AI- 15738



SUBJECT: Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C, Section 111.070, Subsection C.

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
9-1100-415-00-115-002-0 899	CO WIDE ADMIN - CONTINGENCY	(18,431.25)
TO		
9-1100-415-13-115-019-0- 335	Independent Audit- Acc, Audit & Finance	18,431.25
TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON: Interdepartmental transfer from County Wide Administration- Contingency to Independent Audit- Acc, Audit & Finance in the amount of \$18,431.25 due to a 5% increase in contract price.

Approved by

COMMISSIONERS COURT

DATE _____

ATTEST, COUNTY CLERK

AI-15776

24.B.3.

Interdepartmental Transfer - Pct# 4 Drainage Improvement Project (1339)
Dickerson
CC REGULAR

Date: 06/02/2009

Submitted By: Manuel Chapa, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Agenda Category: Budget and Management

Purchasing only: Interdepartmental
Transfers

Information

CAPTION

Pct. #4 Drainage Improvement Projects C.O. 2009 Series (1339):
Approval of 2009 interdepartmental transfer within Certificate of Obligation Series 2009 from Precinct #4
Drainage Improvement Project (program 036) to Dikerson Pond (program 048) in the total amount of
\$2,500,000.00 to fund land acquisition.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009

ACCT. #: 9-1339-431-00-124-036-0-890

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

9-1339-431-00-124-036-0-890-->9-1339-431-00-124-048-0-719 \$2,500,000.00

Funding available as of 5-29-09.

Attachments

Link: [interdept transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/29/2009 05:02 PM	APRV
2	Veronica Lopez	Veronica Lopez	05/29/2009 05:03 PM	APRV
3	Roland Garcia	Rolando Garcia	05/29/2009 05:13 PM	APRV
4	Auditor's Office		05/29/2009 05:34 PM	NEW
Form Started By: Manuel Chapa			Started On: 05/29/2009 04:54 PM	
Final Approval Date: 05/29/2009				

DATE: May 29, 2009

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Department of Budget & Management for
C.O. Pct#4 Drainage Improvement Project (1339)
Dikerson Land Purchase

2009
Transfer

AI# 15776



ACCOUNT NUMBER: 9-1339-431-00-124-XXX-0-XXX

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

Contact: Manuel Chapa
Ph#: 292-7025 Ext. 5760

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
9-1339-431-00-124-036-0-890	C.O. 2009- Pct # 4 - Drainage Improvement Project - Other	(2,500,000.00)
9-1339-431-00-124-048-0-719	C.O. 2009- Pct # 4 - Dikerson Pond - Land	2,500,000.00
TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON:

Interdepartmental transfer to pay Barry Dickerson land acquisition (AI#15745 & 15748). Approximately 240 acres will be purchased in phases from Mr. Dickerson.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE _____

ATTEST COUNTY CLERK

AI-15773

24.B.4.

**Interdepartmental Transfer to fund overtime expenditures related to
interlocal agreement between DD No. 1 and Const. Pct. No. 3**

CC REGULAR

Date: 06/02/2009

Submitted By: Rosie Cantu, BUDGET & MANAGEMENT

Submitted For: Constable Pct. No. 3

Department: BUDGET &
MANAGEMENT

Agenda Category: Budget and
Management

Purchasing only: Interdepartmental
Transfers

Information

CAPTION

Constable Pct. #3 (1100):

Approval of 2009 interdepartmental transfer in the total amount of \$8,689.58 from Co
Wide Contingency to Constable Precinct. #3 to fund overtime wages as per interlocal
agreement with Drainage District No. 1

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009

ACCT. #: 9-1100-415-00-115-002-0-899

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available balance as of 05/29/2009. rc

Attachments

Link: Interdepartmental Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Rosalinda Cantu (Originator)	Rosie Cantu	05/29/2009 04:49 PM	APRV
2	Budget & Management	Veronica Lopez	05/29/2009 05:01 PM	APRV
3	Ivan Cantu	Angela Garcia	05/29/2009 05:16 PM	APRV
4	Roland Garcia	Rolando Garcia	05/29/2009 05:23 PM	APRV
5	Auditor's Office		05/29/2009 05:34 PM	NEW

Form Started By: Rosie Cantu

Started On: 05/29/2009 04:17 PM

Final Approval Date: 05/29/2009

INTERDEPARTMENTAL TRANSFER REQUEST

DATE: May 29, 2009

DEPARTMENT HEAD: RAUL SILGUERO, BUDGET OFFICER

DEPARTMENT NAME: DEPARTMENT OF BUDGET & MANAGEMENT FOR CONST. PCT. NO. 3
(DRAINAGEN DISTRICT NO. 1 INTERLOCAL AGREEMENT)

SUBJECT: INTERDEPARTMENTAL TRANSFER

2009

Transfer



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

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	Amount
FROM:		
9-1100-415-00-115-002-0-899	CO WIDE ADM-CONTINGENCY	(8,689.58)
TO:		
9-1100-421-00-293-012-0-131	CONST PCT.3-DD#1-OVERTIME PAY	8,259.74
9-1100-421-00-293-012-0-211	CONST PCT.3-DD#1-HEALTH INSURANCE	356.30
9-1100-421-00-293-012-0-212	CONST PCT.3-DD#1-LIFE INSURANCE	4.62
9-1100-421-00-293-012-0-220	CONST PCT.3-DD#1-FICA	29.35
9-1100-421-00-293-012-0-250	CONST PCT.3-DD#1-UNEMPLOYMENT COMP	39.57
TOTAL BUDGET INCREASE/DECREASE		0.00

REASON: INTERDEPARTMENTAL TRANSFER TO FUND EXPENDITURES FOR OVERTIME WAGES IN RELATION TO INTERLOCAL AGREEMENT BETWEEN THE DD#1 AND CONSTABLE PCT. NO 3.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-15771

24.B.5.

Interdepartmental Transfer- Salary related expenditures for temporary full-time positions

CC REGULAR

Date: 06/02/2009

Submitted By: Rosie Cantu, BUDGET & MANAGEMENT

Submitted For: Commissioner Precinct No.1

Department: BUDGET & MANAGEMENT

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

Information

CAPTION

Pct. 1 Sanitation (1100):

Approval of 2009 interdepartmental transfer from Co Wide Contingency to Precinct No. 1 Sanitation in the total amount of \$1,880.00 to fund salary related expenditures for temporary positions.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009

ACCT. #: 9-1100-415-00-115-002-0-899

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available balance in co. wide contingency as of 05/29/09. rc

Attachments

Link: Interdepartmental Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/29/2009 04:31 PM	APRV
2	Ivan Cantu	Ivan Cantu	05/29/2009 04:38 PM	APRV
3	Auditor's Office		05/29/2009 05:34 PM	NEW

Form Started By: Rosie Cantu

Started On: 05/29/2009 04:04 PM

Final Approval Date: 05/29/2009

INTERDEPARTMENTAL TRANSFER REQUEST

DATE: May 29, 2009

DEPARTMENT HEAD: RAUL SILGUERO, BUDGET OFFICER

DEPARTMENT NAME: DEPT OF BUDGET & MANAGEMENT FOR PCT. NO. 1- SANITATION

SUBJECT: INTERDEPARTMENTAL TRANSFER

2009

Transfer



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

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	Amount
FROM:		
9-1100-415-00-115-002-0-899	CO WIDE ADM-CONTINGENCY	(1,880.00)
TO:		
9-1100-432-00-121-001-0-121	PCT1 SANITATION-TEMP F/T EMPLOYEES	1,880.00
TOTAL BUDGET INCREASE/DECREASE		0.00

REASON: INTERDEPARTMENTAL TRANSFER TO FUND SALARY RELATED EXPENDITURES FOR TEMPORARY FULL-TIME EMPLOYEES APPROVED BY COMMISSIONERS COURT ON 12-30-08 FOR 2009 BUDGET YEAR.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-15768

24.B.6.

Interdepartmental Transfer- Salary related expenditures for temporary full-time positions

CC REGULAR

Date: 06/02/2009

Submitted By: Rosie Cantu, BUDGET & MANAGEMENT

Submitted For: District Clerk's Office

Department: BUDGET &
MANAGEMENT

Agenda Category: Budget and
Management

Purchasing only: Interdepartmental
Transfers

Information

CAPTION

District Clerk's Office (1100):

Approval of 2009 interdepartmental transfer from Co Wide Contingency to District Clerk's Office in the total amount of \$2,738.56 to fund salary related expenditures for temporary positions.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009

ACCT. #: 9-1100-415-00-115-002-0-899

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available balance in co. wide contingency as of 105/29/09. rc

Attachments

Link: Interdepartmental Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/29/2009 04:28 PM	APRV
2	Ivan Cantu	Ivan Cantu	05/29/2009 04:37 PM	APRV
3	Auditor's Office		05/29/2009 05:34 PM	NEW

Form Started By: Rosie Cantu
Started On: 05/29/2009 03:52 PM
Final Approval Date: 05/29/2009

INTERDEPARTMENTAL TRANSFER REQUEST

DATE: May 29, 2009

DEPARTMENT HEAD: RAUL SILGUERO, BUDGET OFFICER

DEPARTMENT NAME: DEPT OF BUDGET & MANAGEMENT FOR DISTRICT CLERK'S OFFICE

SUBJECT: INTERDEPARTMENTAL TRANSFER

2009

Transfer



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

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	Amount
FROM:		
9-1100-415-00-115-002-0-899	CO WIDE ADM-CONTINGENCY	(2,738.56)
TO:		
9-1100-412-00-090-001-0-121	DIST CLERK-TEMP F/T EMPLOYEES	2,738.56
TOTAL BUDGET INCREASE/DECREASE		0.00

REASON: INTERDEPARTMENTAL TRANSFER TO FUND SALARY RELATED EXPENDITURES FOR TEMPORARY FULL-TIME EMPLOYEES APPROVED BY COMMISSIONERS COURT ON 12-30-08 FOR 2009 BUDGET YEAR.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-15740

24.D.1.

**Interfund Transfer
CC REGULAR**

Date: 06/02/2009
Submitted By: Perla Lopez, BUDGET & MANAGEMENT
Submitted For: Sergio Cruz
Department: BUDGET & MANAGEMENT

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

Information

CAPTION

Pct. #3 Drainage Improvement Project (1203):
Approval of 2009 interfund transfer from County Wide Road and Bridge (1200) to
Precinct 3 Road and Bridge Drainage Improvement Project (1203) in the amount of
\$642,910.60 to fund un-capitalizable drainage expenditures and to fund other projects for
2009.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1203-431-00-123-049-0-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Available in Co. Wide Fund Balance as of 5/29/09 \$648,017.06

Attachments

Link: 15740 Inter Fund

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/29/2009 04:41 PM	APRV
2	Dale Kennan	Dale Kennan	05/29/2009 05:03 PM	APRV
3	Auditor's Office		05/29/2009 05:34 PM	NEW
Form Started By: Perla Lopez			Started On: 05/28/2009 04:40 PM	
Final Approval Date: 05/29/2009				

DATE: May 28, 2009

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Department of Budget & Management for Precinct #3 R&B Drainage I
Drainage Improvement Project

ACCOUNT NUMBER: 9-1XXX-XXX-0X-XXX-0-XXX

CONTACT PERSON: Perla Lopez

PHONE: 292-7025 ext. 5419

2009

Transfer



SUBJECT: Interfund & BA - Transfer/s (transfer in/out) (increase/decrease) in Accordance with Local Government Code Chapter 111, Subchapter C.

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
9-1200-491-01-000-203-0- 000	Transfers Out - R&B Pct. 3	642,910.60
TO		
9-1203-391-01-000-200-0- 000	Transfers In - R&B Co Wide	642,910.60
9-1203-431-00-123-049-0- 113	Pct 3 Drain Imprv Prj - Reg F/T Employees	315,641.76
9-1203-431-00-123-049-0- 211	Pct 3 Drain Imprv Prj - Health Insurance	45,470.88
9-1203-431-00-123-049-0- 212	Pct 3 Drain Imprv Prj - Life Insurance	294.84
9-1203-431-00-123-049-0- 220	Pct 3 Drain Imprv Prj - FICA	27,777.21
9-1203-431-00-123-049-0- 230	Pct 3 Drain Imprv Prj - Retirement	32,751.70
9-1203-431-00-123-049-0- 250	Pct 3 Drain Imprv Prj - Unemployment Comp	1,815.50
9-1203-431-00-123-049-0- 260	Pct 3 Drain Imprv Prj - Workers Comp	10,856.71
9-1203-431-00-123-049-0- 890	Pct 3 Drain Improv Prj - Other	208,302.00
TOTAL BUDGET INCREASE (DECREASE)		642,910.60

REASON: Transfer to fund un-capitalizable expenditures and to fund other projects for 2009.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-15764

24.D.2.

**Interfund Transfer
CC REGULAR**

Date: 06/02/2009
Submitted By: Perla Lopez, BUDGET & MANAGEMENT
Submitted For: Sergio Cruz
Department: BUDGET & MANAGEMENT

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

Information

CAPTION

County Wide Contingency (1100):
Approval of 2009 interfund transfer from Road and Bridge Precinct 3 (1203) to County Wide Contingency (1100) in the amount of \$208,294.12 to fund other 2009 projects.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1X0X-XXX-0X-XXX-XXX-0-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Available fund balance as of 5/29/09 \$208,294.12.

Attachments

Link: [interfund](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/29/2009 04:42 PM	APRV
2	Veronica Lopez	Veronica Lopez	05/29/2009 04:48 PM	APRV
3	Auditor's Office		05/29/2009 05:34 PM	PEND

Form Started By: Perla Lopez Started On: 05/29/2009 02:55 PM

Final Approval Date: 05/29/2009

AI-15752

24.E.1.

Appropriation for Hurricane Dolly Expenditures (25% of Beck Invoices)
CC REGULAR

Date: 06/02/2009

Submitted By: Manuel Chapa, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Agenda Category: Budget and Management

Purchasing only: Budget
Appropriations

Information

CAPTION

Budget and Management (1100):

A. Authorization for County Treasurer to issue payment to Beck Disaster Recovery, Inc. for invoices totaling \$1,765,387.44 after Auditor review and audit procedures have been completed.

B. Approval and authorization of 2009 appropriation in the amount of \$441,346.86 (25% of Beck Invoices) from General Fund (1100) unreserved fund balance as per Texas Local Government Code Section 111.070 to address emergency expenditures related to Hurricane Dolly.

C. Approval and authorization to set up a receivable in the amount of \$1,324,040.58 which represents a 75% reimbursement from FEMA and or Local Jurisdictions for debris removal.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009

ACCT. #: 9-1100-415-00-115-072-0-350

FUNDS AVAILABLE Y/N?: Pending

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available balance is \$288,748.51 as of 5/29/09. Additional funding is pending the appropriation in item #2, in the amount of \$441,346.86. Funding available for appropriation as of 5/29/09.

Receivable Account-->9-1100-126-10-000-003-0-000 75% \$1,324,040.58

Expense Account ---->9-1100-415-00-115-072-0-350 25% \$ 441,346.86

Attachments

Link: [Appropriation](#)

Link: [Ref Invoices](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/29/2009 04:32 PM	APRV
2	Ivan Cantu	Ivan Cantu	05/29/2009 04:50 PM	APRV
3	Auditor's Office		05/29/2009 05:34 PM	NEW
Form Started By: Manuel Chapa			Started On: 05/29/2009 10:36 AM	
Final Approval Date: 05/29/2009				

DATE: May 29, 2009

DEPARTMENT HEAD: Raul Siguero

DEPARTMENT NAME: Dept. of Budget & Mgmt. for Hurricane
Dolly (1100)

ACCOUNT NUMBER: 9-1100-415-00-115-072-0-350

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

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
9-1100-415-00-115-072-0-350	HURRICANE DOLLY - CONTRACTUAL SERVICES	441,346.86
TOTAL BUDGET INCREASE (DECREASE)		\$ 441,346.86

REASON: To appropriate funding for HURRICANE DOLLY - CONTRACTUAL SERVICES to cover debris collection and removal contractual obligations related to Hurricane Dolly

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE _____

ATTEST COUNTY CLERK



5/26/2009

Beck Disaster Recovery, Inc. Invoices

Invoices to Auditor	80	\$	1,765,387.44
Invoices Remaining	26	\$	212,748.00
Total Invoices	106	\$	1,978,135.44

Invoice No.	Amount	Invoice No.	Amount
<i>Hauling Services</i>			
0104897	\$ 1,685.00	0104903	\$ 47,165.50
0102706	\$ 862.50	0101765	\$ 13,754.50
0102707	\$ 1,620.00	0104738	\$ 5,259.50
0102708	\$ 1,012.50	0107184	\$ 192,792.00
0102709	\$ 955.00	0106273	\$ 11,653.00
0102710	\$ 862.50	0107181	\$ 31,459.00
0107652	\$ 10,057.00	0104735	\$ 6,944.00
0102712	\$ 1,012.50	0107172	\$ 17,723.00
0102696	\$ 6,542.50	0107180	\$ 3,574.00
0102697	\$ 4,387.50	0107171	\$ 5,434.00
0102698	\$ 5,885.50	0107169	\$ 22,427.00
0106276	\$ 207.50	0107156	\$ 37,022.50
0102700	\$ 4,462.50	0104898	\$ 7,445.00
0102702	\$ 862.50	0104743	\$ 8,459.50
0104896	\$ 1,533.00	0104744	\$ 5,042.50
0107187	\$ 123,657.50	0104745	\$ 4,147.50
0102695	\$ 955.00	0104746	\$ 1,725.00
0107651	\$ 128,409.00	0107182	\$ 37,783.50
0106270	\$ 22,995.00	0104748	\$ 6,154.00
0104649	\$ 1,048.50	0103044	\$ 2,726.50
0104894	\$ 731.00	0101746	\$ 44,573.50
0104651	\$ 963.50		\$ 1,670,116.50
0104652	\$ 1,161.00		
0104653	\$ 823.50	<i>Incidental</i>	
0104654	\$ 1,611.00	0106248	\$ 610.72
0100986	\$ 310.50	0106249	\$ 217.63
0107185	\$ 460,993.00	0106254	\$ 1,833.45
0107178	\$ 37,919.00	0106250	\$ 869.90
0107175	\$ 66,982.00	0106251	\$ 23.98
0104891	\$ 25,955.50	0106253	\$ 121.10
0104622	\$ 24,158.50	0106252	\$ 221.13
0106266	\$ 357.50	0106242	\$ 1,420.39
0104623	\$ 17,057.00	0107616	\$ 371.48
0104895	\$ 1,516.50	0106245	\$ 411.25
0107174	\$ 60,729.50	0106243	\$ 133.38
0107653	\$ 83,701.00	0106244	\$ 150.93
0101759	\$ 2,666.00	0106246	\$ 2,783.47
0101760	\$ 10,382.50	0107502	\$ 2,348.81
0101761	\$ 13,441.00	0107617	\$ 349.83
0104901	\$ 24,913.00	0108063	\$ 25,508.82
0104628	\$ 1,466.00	0108054	\$ 41,996.39
		0108064	\$ 15,898.28
			\$ 95,270.94

\$ 1,156,851.50

\$ 513,265.00

AI-15686

24.E.2.

**STOP Truancy Interlocal Agreement- Budget Appropriation
CC REGULAR**

Date: 06/02/2009
Submitted By: Rosie Cantu, BUDGET & MANAGEMENT
Submitted For: Constable Precinct No. 3
Department: BUDGET &
MANAGEMENT

Agenda Category: Budget and Management **Purchasing only:** Budget
Appropriations

Information

CAPTION

Constable Pct. #3 Stop Truancy Program:
a. Approval of certification of revenues by the County Auditor for the Constable No. 3 Stop Truancy program.
b. Approval to appropriate funding from School District and local match.
c. Approval to set salaries.

BACKGROUND

Interlocal agreements approved by cc on 05/26/09
Ref: AI 15664/ 12.A.1
Total County Match: \$87,901.08
La Joya ISD-\$30,845.03
Mission CISD-\$26,211.02
Sharyland ISD-\$30,845.03

Fiscal Impact

FISCAL YEAR: 2009-2010 **ACCT. #:** 9-1285-421-00-293-005-0-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Appropriation of funds for the STOP Truancy interlocal.
Funding available in transfers in/out.

Attachments

Link: [Appropriation](#)
Link: [Revised Salary Schedule](#)
Link: [Certification of Revenues- La Joya](#)
Link: [Certification of Revenues- Mission](#)
Link: [Certification of Revenues- Sharyland](#)

Form Routing/Status

Route Seq Inbox

Approved By Date

Status

1	Rosalinda Cantu (Originator)	Rosie Cantu	05/28/2009 10:25 AM	APRV
2	Budget & Management	Veronica Lopez	05/28/2009 10:30 AM	APRV
3	Veronica Lopez	Veronica Lopez	05/28/2009 11:04 AM	APRV
4	Auditor's Office		05/29/2009 05:34 PM	NEW

Form Started By: Rosie Cantu

Started On: 05/27/2009 09:50 AM

Final Approval Date: 05/29/2009

DATE: May 26, 2009

DEPARTMENT HEAD: Raul Silguero, Jr.

2009
Appropriation



DEPARTMENT NAME: Department of Budget & Management for
Constable Pct. 3 STOP Truancy

AI # 15686

ACCOUNT NUMBER: 9-1285-421-00-293-005-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)		ACCOUNT (OBJECT) NAME		AMOUNT
9-1285-421-00-293-005-0-	113	STOP Truancy-	Perm F/T Employees	126,034.00
9-1285-421-00-293-005-0-	115	STOP Truancy-	Longevity Pay	1,800.00
9-1285-421-00-293-005-0-	117	STOP Truancy-	Supplemental Pay	4,200.00
9-1285-421-00-293-005-0-	119	STOP Truancy-	Clothing Allowance	1,500.00
9-1285-421-00-293-005-0-	211	STOP Truancy-	Health Insurance	12,492.00
9-1285-421-00-293-005-0-	212	STOP Truancy-	Life Insurance	81.00
9-1285-421-00-293-005-0-	220	STOP Truancy-	FICA	10,215.35
9-1285-421-00-293-005-0-	230	STOP Truancy-	Retirement	12,044.77
9-1285-421-00-293-005-0-	250	STOP Truancy-	Unemployment Comp	667.67
9-1285-421-00-293-005-0-	260	STOP Truancy-	Workers Comp	3,351.70
9-1285-421-00-293-005-0-	890	STOP Truancy-	Other	3,415.67
		Total Appropriations		175,802.16
9-1285-337-00-293-001-0-	000	STOP-	Mission ISD	26,211.02
9-1285-337-00-293-002-0-	000	STOP-	La Joya ISD	30,845.03
9-1285-337-00-293-003-0-	000	STOP-	Sharyland ISD	30,845.03
9-1285-391-01-000-100-0-	000	Transfers In-	General Fund	87,901.08
		Total Revenue		175,802.16
TOTAL BUDGET INCREASE (DECREASE)				175,802.16

REASON: Appropriation of funds for the Constable Pct. 3 STOP Truancy Program for FY 2010. Grant period is from 9-1-09 to 8-31-10. Total county cash match \$87,901.08.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

**HIDALGO COUNTY
COMMISSIONER COURT
2009 SALARY SCHEDULE**

1285-421-00-293-005-0

AI - 15686

STOP TRUANCY

Slot #	Obj Code	POSITION TITLE	2008 BUDGETED SALARY	2009 ADJUSTED SALARY	2009 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2009 BUDGETED SALARY APPROVED	2009 ACTUAL SALARY	Other Allowances					2009 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
001	113	SR. DEPUTY CONSTABLE STEP III	44,777.00	0.00	44,777.00	0	0.00	0.00	44,777.00	44,777.00	360.00	0.00	1,200.00	0.00	500.00	46,837.00
002	113	SR. DEPUTY CONSTABLE STEP III	44,777.00	0.00	44,777.00	0	0.00	0.00	44,777.00	44,777.00	360.00	0.00	1,200.00	0.00	500.00	46,837.00
003	113	DEPUTY CONSTABLE - TOS	39,330.00	0.00	39,330.00	0	0.00	(2,850.00)	36,480.00	36,480.00	1,080.00	0.00	1,800.00	0.00	500.00	38,780.00
			128,884.00	0.00	128,884.00		0.00	(2,850.00)	126,034.00	126,034.00	1,800.00	0.00	4,200.00	0.00	1,500.00	132,454.00

Approval to set salaries for the Constable Pct. 3 STOP Truancy for FY 2010 (grant period 9-1-09 to 8-31-10)

COUNTY *of* HIDALGO

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



EDINBURG, TEXAS 78539

May 27, 2009

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

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.0707 SPECIAL BUDGET FOR REVENUE FROM INTERGOVERNMENTAL CONTRACTS:

The county auditor shall certify to the commissioners court the receipt of all revenue from intergovernmental contracts that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court shall adopt a special budget for the limited purpose of spending the revenue for its intended purpose.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the following amount as match from the La Joya Independent School District for the Project S.T.O.P. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT
\$30,845.03

GRANT
Project S.T.O.P. (Stop Truancy On Patrol)

CERTIFIED BY:


Raymundo Eufracio, CPA
Hidalgo County Auditor

5/27/09
Date

HIDALGO COUNTY DISTRICT JUDGES

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

RODOLFO DELGADO
JUDGE, 93RD D.C.

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

ROSE GUERRA REYNA
JUDGE, 206TH D.C.

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

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

NOE GONZALEZ
JUDGE, 370TH D.C.
OVERSEER

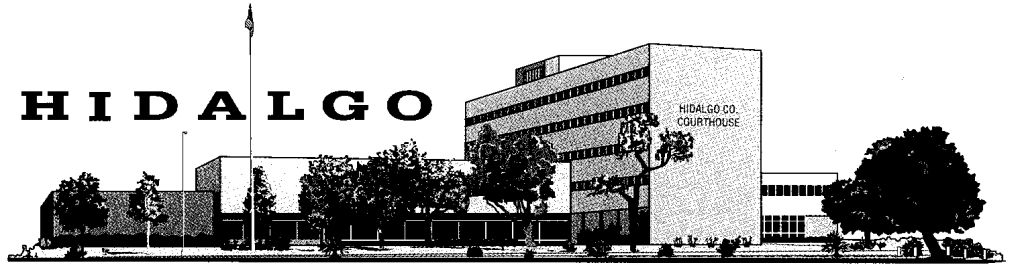
LETICIA LOPEZ
JUDGE, 389TH D.C.

AIDA SALINAS FLORES
JUDGE, 398TH D.C.

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

JESSE CONTRERAS
JUDGE, 449TH D.C.

COUNTY *of* HIDALGO



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Hidalgo County Administration Building
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FAX: (956) 318-2577
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EDINBURG, TEXAS 78539

May 27, 2009

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

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.0707 SPECIAL BUDGET FOR REVENUE FROM INTERGOVERNMENTAL CONTRACTS:

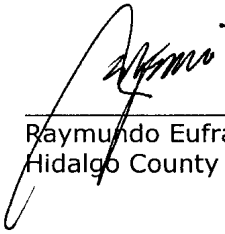
The county auditor shall certify to the commissioners court the receipt of all revenue from intergovernmental contracts that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court shall adopt a special budget for the limited purpose of spending the revenue for its intended purpose.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the following amount as match from the Mission Consolidated Independent School District for the Project S.T.O.P. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT
\$26,211.02

GRANT
Project S.T.O.P. (Stop Truancy On Patrol)

CERTIFIED BY:

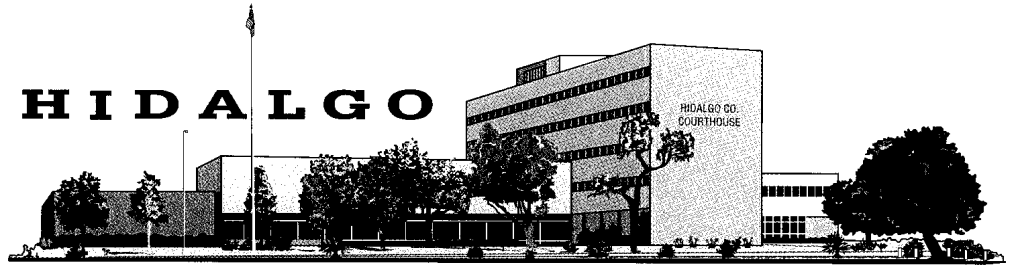

Raymundo Eufracio, CPA
Hidalgo County Auditor

5/27/09
Date

HIDALGO COUNTY DISTRICT JUDGES

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

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

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May 27, 2009

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

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.0707 SPECIAL BUDGET FOR REVENUE FROM INTERGOVERNMENTAL CONTRACTS:

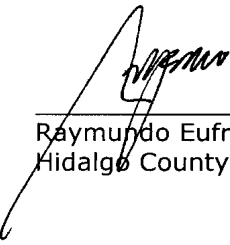
The county auditor shall certify to the commissioners court the receipt of all revenue from intergovernmental contracts that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court shall adopt a special budget for the limited purpose of spending the revenue for its intended purpose.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the following amount as match from the Sharyland Independent School District for the Project S.T.O.P. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT
\$30,845.03

GRANT
Project S.T.O.P. (Stop Truancy On Patrol)

CERTIFIED BY:


Raymundo Eufracio, CPA
Hidalgo County Auditor

5/27/09
Date

HIDALGO COUNTY DISTRICT JUDGES

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

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JUDGE, 389TH D.C.

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JUDGE, 398TH D.C.

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

JESSE CONTRERAS
JUDGE, 449TH D.C.

AI-15762

24.E.3.

Court Reporter - Budget Amendment
CC REGULAR

Date: 06/02/2009
Submitted By: Sylvia Solis, BUDGET & MANAGEMENT
Submitted For: Rolando Lopez
Department: BUDGET &
MANAGEMENT

Agenda Category: Budget and Management **Purchasing only:** Budget
Appropriations

Information

CAPTION

Court Reporter Fund (1239):
Approval of 2009 appropriation of funds for Court Reporter in the amount of \$60,000.00
to fund expenditures for court costs and investigations.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1239-412-00-115-043-0-831
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funds available in fund balance as of 05/29/09.

Attachments

Link: [Appropriation](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sylvia Solis	Sylvia Solis	05/29/2009 03:16 PM	APRV
2	Budget & Management	Veronica Lopez	05/29/2009 03:57 PM	APRV
3	Veronica Lopez	Veronica Lopez	05/29/2009 04:26 PM	APRV
4	Auditor's Office		05/29/2009 05:34 PM	NEW

Form Started By: Sylvia Solis
Started On: 05/29/2009 02:46 PM

Final Approval Date: 05/29/2009

DATE: May 29, 2009

DEPARTMENT HEAD: Raul Silguero, Jr.

2009

Appropriation



DEPARTMENT NAME: Dept. of Budget & Mgmt for Court Reporter

ACCOUNT NUMBER: 9-1239-412-00-115-043-0-831

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

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
9-1239-412-00-115-043-0-831	Court Reporter - Court Costs & Investigation	60,000.00
TOTAL BUDGET INCREASE (DECREASE)		60,000.00

REASON:	To appropriate to cover expenditures for professional services.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE _____

ATTEST COUNTY CLERK

AI-15683

24.F.1.

**Co. Clerk Record Archive - Temporary positions extension/creation
CC REGULAR**

Date: 06/02/2009
Submitted By: Sylvia Solis, BUDGET & MANAGEMENT
Submitted For: Annette Muniz
Department: BUDGET &
MANAGEMENT

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

Information

CAPTION

Co. Clerk Record Archive (1100):

- a. Approval to extend four (4) temporary full-time Deputy Clerk positions, slot #'s T001, T002, T003, and T004, budgeted hourly rate \$10.00 per hour, positions not to exceed six months and/or 12/31/2009.
- b. Approval to create one (1) temporary full-time Deputy Clerk position, slot # T009, budgeted hourly rate \$10.00 per hour, position not to exceed six months and/or 12/02/2009.
- c. Approval of appropriation of funds in the amount of \$56,991.00 to fund salaries and related fringes for temporary positions.
- d. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009

ACCT. #: 9-1100-415-40-180-002-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available funds in reserve fund balance, pending CC approval.

Attachments

Link: [Job Description- Deputy Clerk](#)

Link: [PARs](#)

Link: [Fiscal Note](#)

Link: [Appropriation](#)

Link: [Revised Salary Schedule](#)

Form Routing/Status

Route	Seq	Inbox	Approved By	Date	Status
1		Sylvia Solis	Sylvia Solis	05/27/2009 04:24 PM	APRV
2		Budget & Management	Veronica Lopez	05/28/2009 08:03 AM	APRV

3	Rosalinda Cantu	Rosie Cantu	05/28/2009 02:17 PM	APRV
4	Auditor's Office		05/29/2009 05:34 PM	NEW

Form Started By: Sylvia Solis

Started On: 05/27/2009 08:50 AM

Final Approval Date: 05/29/2009

HIDALGO COUNTY COUNTY CLERK'S OFFICE

Job Title:	Deputy Clerk (Temporary)	FSLA Status:	Non-Exempt

Department: 180	Civil Service Status: Exempt

SUMMARY

Performs a variety of clerical functions which follow established procedures and which may require some judgment and assistance to defendants, attorney, the general public and/or fellow staff. Most work procedures are pre-established and on the job training is provided. The County Clerk may set new procedures and/or changes as needed and deputy Clerks are expected to adjust to any changes implemented.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Ability to type correspondence and other documents and materials using a typewriter and/or processing software.
- Performs general clerical duties as required, including filing, indexing and recording, making copies, sorting, stuffing and mailing documents.
- Ability to assist the public in person or by telephone, convey messages, make telephone calls, faxes and distribute mail.
- Proofreads, records and conducts research as needed on property records and on every document available for public review in the County Clerk's Office.
- Assists the public by answering questions on all real, personal and criminal correspondence.
- Must have good communication skills.
- Must be flexible and available, if assigned to perform other duties in other departments which may include any of the following: Deed records, Civil, Probate, Collections, Marriage, Accounting, Criminal, Vital Statistics, Assumed Name Records and Commissioner's Court.
- Must be able to work overtime when required.
- Ability to work well with others including vendors, fellow employees, elected officials and department heads.
- Must be able to accept and follow written and/or oral instructions.
- Must be willing and able to follow all Civil Service rules.
- Regular and timely attendance is a must.
- Performs such other duties as may be assigned.

QUALIFICATION REQUIREMENTS

To perform this job successfully, an individual must be able to perform each essential function duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or abilities required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE

- High school diploma or general education degree (GED) with typing courses, plus a minimum of one (1) year of responsible clerical work experience, preferably with governmental entity;
OR
- Any equivalent combination of experience and training which provided the required knowledge, skills and abilities.
- Bilingual is preferred.

OTHER SKILLS AND ABILITIES

- Ability to read, interpret and accept documents such as safety rules, operating and maintenance instructions and procedure manuals.
- Ability to fill out reports and answer routing correspondence. Ability to speak effectively to the public.
- Ability to add, subtract, multiply and divide in all units of measure, using whole numbers, common fractions and decimals.
- Ability to apply common sense understanding to carry out instructions furnished in written, oral or diagram form.
- Ability to deal with problems involving several concrete variables in standardized situations.
- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions and duties of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions and job duties.

While performing the duties of this job, the employee is required to stand, sit, and use his/her hands. The employee may be required to handle or feel objects, tools, or controls, and to talk and listen extensively. The employee is required to reach with hands and arms, climb or balance, stoop or kneel.

The employee must occasionally lift and/or move up to thirty-five (35) pounds. Specific vision abilities required by this job include close vision and the ability to focus and read standard font characters.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- operating assigned equipment.

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities.

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi- task environment.

Maintain effective audio- visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communicating with others.

ACCIDENT PREVENTION PROGRAM

Required to follow all department's safety regulations.



HIDALGO COUNTY

Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: COUNTY CLERK RECORD ARCHIVE (180-002)

DATE: May 22, 2009

CURRENT POSITION TITLE: DEPUTY CLERK-TEMP

CURRENT SLOT. #: T001, T002,
T003 and T004

REQUESTED POSITION TITLE: N/A
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☒ Temporary Position ☐ Position Reclassification* ☒ Other 6 MONTHS EXTENSION

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: \$ 0.00 Current Budgeted Salary \$ 20,800.00 x 4 Proposed Budgeted Salary \$ 83,200.00 Net Change

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds
☒ Other Position is for six (6) months only. Salaries will be prorated accordingly.

POSITION Type:

Full Time Employee ☐ Object 113 Part Time Employee ☐ Object 114
Full Time Temporary ☒ Object 121 Part Time Temporary ☐ Object 122
Enter hourly rate for temp. positions
\$ 10.00 * 2,080 = \$20,800.00
Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

07/01/09 12/31/09 8 - 5 MON. - FRI. 40 hrs 6 months / 12/31/2009
Start Date End Date Working Days & Hours Hours Per Week Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE: Exempt ☒ Non-Exempt ☐ N/A ☐
FLSA: Exempt ☐ Non-Exempt ☒

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

EMPLOYEES ARE ASSIGNED TO WAREHOUSE - COMPLETEING INVENTORY OF FILES AND PREPEARING FOR 2ND PHASE - DESTRUCTION OF
RECORDS AS ALLOWED BY STATE LIBRARY OF ARCHIVES

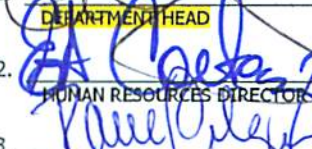
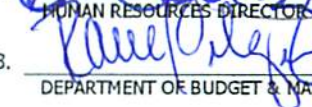
NEW POSITION: Brief job description and attach a copy of the new job description.

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.  DEPARTMENT HEAD	5/22/09 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES ☐ NO
2.  HUMAN RESOURCES DIRECTOR	5/26/09 DATE	PERSONNEL PROCEDURES COMPLETED	☒ YES ☐ NO
3.  DEPARTMENT OF BUDGET & MANAGEMENT	5/22/09 DATE	BUDGET PROCEDURES COMPLETED	☒ YES ☐ NO
4. _____ COMMISSIONERS COURT APPROVAL	_____ DATE	_____	_____



HIDALGO COUNTY

Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: COUNTY CLERK RECORD ARCHIVE (180-002)

DATE: May 22, 2009

CURRENT POSITION TITLE: N/A

CURRENT SLOT. #: T009

REQUESTED POSITION TITLE: DEPUTY CLERK
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☒ Temporary Position ☐ Position Reclassification* ☐ Other _____

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: \$ 0.00 Current Budgeted Salary \$ 20,800.00 Proposed Budgeted Salary \$ 20,800.00 Net Change

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds
☒ Other County Clerk Archive Account

POSITION Type:

Full Time Employee ☐ Object 113 Part Time Employee ☐ Object 114
Full Time Temporary ☒ Object 121 Part Time Temporary ☐ Object 122
Enter hourly rate for temp. positions
\$ 10.00 * 2,080 = \$20,800.00
Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

07/01/09 12/31/09 8 - 5 / Mon. - Fri. 40 hrs. 6 months / 12/31/2009
Start Date End Date Working Days & Hours Hours Per Week Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE: Exempt ☒ Non-Exempt ☐ N/A ☐
FLSA: Exempt ☐ Non-Exempt ☒

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

ADDITIONAL SUPPORT FOR RECORDS MANagements PROJECT

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

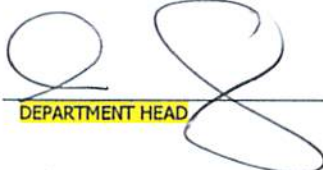
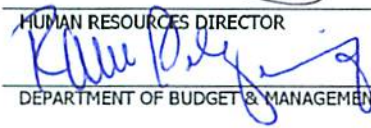
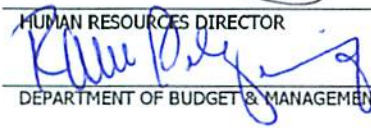
INVENTORY OF FILES, FILING DOCUMENTATION, SCANNING RECORDS

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	 DEPARTMENT HEAD	5/22/09 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES ☐ NO
2.	 HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES ☐ NO
3.	 DEPARTMENT OF BUDGET & MANAGEMENT	5/22/09 DATE	BUDGET PROCEDURES COMPLETED	☒ YES ☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE		

Hidalgo County
Department of Budget & Management
FISCAL NOTE

•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: Commissioner' Court
 From: Raul Silguero Jr., Budget Officer
 CC Date: Tuesday, June 02, 2009

Agenda Item: 15683

Summary of request/proposal:

Co Clerk Record Archive department is requesting approval to extend four (4) temporary full-time Deputy Clerk positions, slot #'s T001, T002, T003, and T004, budgeted hourly rate \$10.00 per hour; and also create one (1) temporary full-time Deputy Clerk position, slot # T009, budgeted hourly rate \$10.00 per hour, position not to exceed six months and/or 12/02/2009.

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1100	Deputy Clerk	T001	121	0.00	20,800.00	20,800.00
1100	Deputy Clerk	T002	121	0.00	20,800.00	20,800.00
1100	Deputy Clerk	T003	121	0.00	20,800.00	20,800.00
1100	Deputy Clerk	T004	121	0.00	20,800.00	20,800.00
1100	Deputy Clerk	T009	121	0.00	20,800.00	20,800.00
				0.00	104,000.00	104,000.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME	AMOUNT
9-1100-415-40-180-002-0	121	CO CLERK REC. ARCHIVE - TEMP F/T EMPLOYEES	\$52,597.70
9-1100-415-40-180-002-0	211	CO CLERK REC. ARCHIVE - HEALTH INSURANCE	
9-1100-415-40-180-002-0	212	CO CLERK REC. ARCHIVE - LIFE INSURANCE	
9-1100-415-40-180-002-0	220	CO CLERK REC. ARCHIVE - FICA	\$4,023.72
9-1100-415-40-180-002-0	230	CO CLERK REC. ARCHIVE - RETIREMENT	
9-1100-415-40-180-002-0	250	CO CLERK REC. ARCHIVE - UNEMPLOYMENT COMP	\$262.99
9-1100-415-40-180-002-0	260	CO CLERK REC. ARCHIVE - WORKER'S COMP	\$105.20
2009 Budgetary Impact			\$56,989.61

2010 Budgetary Impact: \$0.00

Possible Funding Sources: Co Clerk Record Archive Funds

Budget Office Recommendation:

DATE: May 27, 2009

DEPARTMENT HEAD: Raul Silguero, Jr.

2009

Appropriation



DEPARTMENT NAME: Dept. of Budget & Mgmt for
Co. Clerk Record Archive

ACCOUNT NUMBER: 9-1100-415-40-180-002-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
9-1100-415-40-180-002-0-121	Co. Clerk Record Archive - Temp F/T Employee	52,598.00
9-1100-415-40-180-002-0-220	Co. Clerk Record Archive - FICA	4,024.00
9-1100-415-40-180-002-0-250	Co. Clerk Record Archive - Unemployment Comp	263.00
9-1100-415-40-180-002-0-260	Co. Clerk Record Archive - Workers Comp	106.00
TOTAL BUDGET INCREASE (DECREASE)		56,991.00

REASON:

To appropriate funding for the Co. Clerk Record Archives to fund salary related expenditures. **Note: Monies are to be unreserved from acct #9-1100-250-10-000-004-0-000 "Reserved F/B-CC Records Archive Fees"**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE _____

ATTEST COUNTY CLERK

**HIDALGO COUNTY
COMMISSIONER COURT
2009 SALARY SCHEDULE**

1100-415-40-180-002-0-

AI - 15683

CO. CLERK RECORD ARCHIVE

Slot #	Obj Code	POSITION TITLE	2008 BUDGETED SALARY	2009 ADJUSTED SALARY	2009 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2009 BUDGETED SALARY APPROVED	2009 ACTUAL SALARY	Other Allowances					2009 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
T001	121	DEPUTY CLERK	20,800.00	0.00	20,800.00	0	0.00	0.00	20,800.00	20,800.00	0.00	0.00	0.00	0.00	0.00	20,800.00
T002	121	DEPUTY CLERK	20,800.00	0.00	20,800.00	0	0.00	0.00	20,800.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
T003	121	DEPUTY CLERK	20,800.00	0.00	20,800.00	0	0.00	0.00	20,800.00	20,800.00	0.00	0.00	0.00	0.00	0.00	20,800.00
T004	121	DEPUTY CLERK	20,800.00	0.00	20,800.00	0	0.00	0.00	20,800.00	20,800.00	0.00	0.00	0.00	0.00	0.00	20,800.00
005	113	DEPUTY CLERK	25,000.00	0.00	25,000.00	0.05	1,250.00	750.00	27,000.00	27,000.00	0.00	0.00	0.00	0.00	0.00	27,000.00
006	113	DEPUTY CLERK	25,000.00	0.00	25,000.00	0.05	1,250.00	750.00	27,000.00	27,000.00	0.00	0.00	0.00	0.00	0.00	27,000.00
007	113	DEPUTY CLERK	25,000.00	0.00	25,000.00	0.05	1,250.00	750.00	27,000.00	25,000.00	0.00	0.00	0.00	0.00	0.00	25,000.00
008	113	DEPUTY CLERK	25,000.00	0.00	25,000.00	0.05	1,250.00	750.00	27,000.00	25,000.00	0.00	0.00	0.00	0.00	0.00	25,000.00
T009	121	DEPUTY CLERK	0.00	20,800.00	20,800.00	0	0.00	0.00	20,800.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			183,200.00	0.00	183,200.00		5,000.00	3,000.00	191,200.00	166,400.00	0.00	0.00	0.00	0.00	0.00	166,400.00

Approval to extend four (4) temporary full-time Deputy Clerk positions, slot #'s T001, T002, T003, and T004, budgeted hourly rate \$10.00 per hour, positions not to exceed 6 months and/or 12/31/2009; and also create one (1) temporary full-time Deputy Clerk position, slot # T009, budgeted hourly rate \$10.00 per hour, position not to exceed six months and/or 12/02/2009. Pending CC approval.

AI-15682

24.F.2.

**Pct. #4 - Request to delete and create R&B position
CC REGULAR**

Date: 06/02/2009
Submitted By: Sylvia Solis, BUDGET & MANAGEMENT
Submitted For: Janie Alejos
Department: BUDGET &
MANAGEMENT

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

Information

CAPTION

Pct. #4 R&B (1204):

- a. Approval to delete one (1) vacant regular full-time Office Clerk/Receptionist position, slot #052, budgeted salary \$18,640.00.
- b. Approval to create one (1) regular full-time Accounts Payable Clerk position, slot #055, budgeted salary \$28,000.00.
- c. Approval of intradepartmental transfer to fund salary and related fringes for position.
- d. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009

ACCT. #: 9-1204-431-00-124-007-0-890

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Attached intradepartmental transfer from object code 890 other (operating) to salary related object codes, pending CC approval.

Attachments

Link: [Fiscal Note](#)

Link: [LIT](#)

Link: [PAR's](#)

Link: [Old Job Description](#)

Link: [New Job Description](#)

Link: [Revised salary schedule](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sylvia Solis	Sylvia Solis	05/28/2009 04:20 PM	APRV
2	Budget & Management	Veronica Lopez	05/29/2009 07:42 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	05/29/2009 09:56 AM	APRV

4 Auditor's Office

05/29/2009 05:34 PM NEW

Form Started By: Sylvia Solis

Started On: 05/27/2009 08:12
AM

Final Approval Date: 05/29/2009

Hidalgo County
Department of Budget & Management
FISCAL NOTE

•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: Commissioner' Court
From: Raul Silguero Jr., Budget Officer
CC Date: Tuesday, June 02, 2009

Agenda Item: 15682

Summary of request/proposal:

Pct. 4 P/U Rd department is requesting approval to delete one (1) vacant regular full-time Office Clerk/Receptionist position, slot #052, budgeted salary \$18,640.00 and create one (1) regular full-time Accounts Payable Clerk position, slot #055, budgeted salary \$28,000.00.

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1204	OFFICE CLERK/RECEPTIONIST	0052	113	18,640.00	0.00	(18,640.00)
1204	ACCOUNTS PAYABLE CLERK	0055	113	0.00	28,000.00	28,000.00
				18,640.00	28,000.00	9,360.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
9-1204-431-00-124-007-0-113	PCT. 4 P/U RD - REG F/T EMPLOYEES	\$5,486.90
9-1204-431-00-124-007-0-211	PCT. 4 P/U RD - HEALTH INSURANCE	-
9-1204-431-00-124-007-0-212	PCT. 4 P/U RD - LIFE INSURANCE	-
9-1204-431-00-124-007-0-220	PCT. 4 P/U RD - FICA	\$419.75
9-1204-431-00-124-007-0-230	PCT. 4 P/U RD - RETIREMENT	\$511.09
9-1204-431-00-124-007-0-250	PCT. 4 P/U RD - UNEMPLOYMENT COMP	\$27.43
9-1204-431-00-124-007-0-260	PCT. 4 P/U RD - WORKER'S COMP	\$10.97
2009 Budgetary Impact		\$6,456.14

2010 Budgetary Impact: \$10,985.83

Possible Funding Sources: Pct. 4 P/U (R&B) Rd Funds

Budget Office Recommendation:

DATE: May 28, 2009

2009 Transfer



DEPARTMENT
HEAD: Raul Silguero, Jr., Budget Officer

DEPARTMENT Department of Budget & Management for
NAME: Pct. 4 P/U Rd

**ACCOUNT
NUMBER:** 9-1204-431-00-124-007-0-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).

[illegible]



HIDALGO COUNTY

Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: HIDALGO COUNTY PCT. #4

DATE: 5/20/09

CURRENT POSITION TITLE: OFFICE CLERK / RECEPTIONIST

CURRENT SLOT. #: 007-0052

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

n/a

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other DELETE POSITION

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: \$ 18640 Current Budgeted Salary \$ 0 Proposed Budgeted Salary \$ -18640 Net Change

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☒ Other Surplus of funds will be made available.

POSITION Type:

Full Time Employee ☒ Object 113 Part Time Employee ☐ Object 114

Full Time Temporary ☐ Object 121 Part Time Temporary ☐ Object 122

Enter hourly rate for temp positions

Hourly Rate * 2.080 hrs. per year - Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)
CIVIL SERVICE.				
Exempt	☐	FLSA: Exempt ☐		
Non Exempt	☒	Non-Exempt ☒		
N/A	☐			

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

THE PRECINCT HAS GREATER NEED FOR TRAINED ACCOUNTS PAYABLE CLERK HENCE WE ARE PROPOSING TO DELETE SAID POSITION AND CREATE AN UPGRADED ACCTS. PAYABLE CLERK POSITION.



HIDALGO COUNTY

Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: HIDALGO COUNTY PCT. #4

DATE: 5/20/09

CURRENT POSITION TITLE: N/A

CURRENT SLOT. #: 0055

REQUESTED POSITION TITLE: ACCOUNTS PAYABLE CLERK
(For new positions or reclassifications)

REQUEST FOR:

☒ New Position ☐ Temporary Position ☐ Position Reclassification* ☐ Other _____

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: \$ 0 Current Budgeted Salary \$ \$28,000 Proposed Budgeted Salary \$ 28,000.00 Net Change

Position to be funded from one of the following:

☒ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☒ Other (9-1204-431-00-124-007-0-890) 2009 R&B OTHER; Partial funding from Deleted Clerk position.

POSITION Type:

Full Time Employee ☒ Part Time Employee ☐
Object 113 Object 114

Full Time Temporary ☐ Part Time Temporary ☐
Object 121 Object 122

Enter hourly rate for temp. positions

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:	FLSA:
Exempt ☐	Exempt ☐
Non-Exempt ☒	Non-Exempt ☒
N/A ☐	

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

THE PRECINCT NEEDS ADDITION HELP WITH ACCOUNTS PAYABLE.

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

SEE ATTACHED JOB DESCRIPTION

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

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. W. L. Wanger, Jr. 5/20/09
DEPARTMENT HEAD DATE

2. Barbara A. Corday/Aye 05-20-09
HUMAN RESOURCES DIRECTOR DATE

3. Chelle Peltz 5/20/09
DEPARTMENT OF BUDGET & MANAGEMENT DATE

4. _____
COMMISSIONERS COURT APPROVAL DATE

FUNDING AVAILABLE IN DEPT. BUDGET

☒ YES ☐ NO

PERSONNEL PROCEDURES COMPLETED

☒ YES ☐ NO

BUDGET PROCEDURES COMPLETED

☒ YES ☐ NO

HIDALGO COUNTY

PRECINCT #4

Job Title: Office Clerk/Receptionist

FLSA: Non-Exempt

Dept No:

Civil Service: Non-Exempt

SUMMARY:

Answers telephone, performs light clerical duties, greets and routes walk-ins.

ESSENTIAL DUTIES and RESPONSIBILITIES:

- Answers telephones and directs phone calls to appropriate staff member; takes messages as required.
- Greets visitors and directs them to proper location.
- Maintains daily activity log.
- Performs light clerical work such as typing, filing and envelope stuffing.
- May be required to attend meetings from time to time and work extra work hours as deemed necessary.
- May maintain an inventory of supplies and equipment and orders replacements as needed to insure adequate stock.
- Regular attendance is a must; **must be willing to work a 10-hour shift (hours may vary).**
- Ability to work well with others.

QUALIFICATION REQUIREMENTS:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties and responsibilities;

EDUCATION and/or EXPERIENCE:

- High school diploma or GED.
- Should have experience as a receptionist, strong telephone skills and log-keeping.

CERTIFICATES, LICENSES, REGISTRATIONS:

- Employee must have a current valid Texas motor vehicle operator's license.
- Must be able to be insured by the County's insurance carrier.

OTHER SKILLS and ABILITIES:

- Must be able to work extended hours during emergency circumstances; related to weather conditions.
- Ability to use office equipment, such as computer terminal, copier, calculator, fax machine and multi-extension telephone.
- Bilingual (Spanish and English) with the ability to converse in both languages, preferred.
- Knowledge of personal computer and software.
- May be required to utilize personal automobile on office related business.
- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is required to talk or hear. The employee is required to stand. The employee is required to walk; sit; use hands to finger, handle, or feel objects, tools, or controls; reach with hands and arms; climb or balance; stoop, and kneel.

The employee must occasionally lift and/or move over twenty-five (25) pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

Maintain physical condition appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- handling financial affairs effectively and honestly
- maintaining confidentiality
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communicating with others

ACCIDENT PREVENTION PROGRAM:

Required to follow all departments' safety regulations.

HIDALGO COUNTY ROAD & BRIDGE PAVED/UNPAVED

Job Title: Accounts Payable Clerk

FLSA Status: Non-Exempt

Dept No: 121-124

Civil Service Status: Non-Exempt

SUMMARY:

Responsible for the Precinct's budget, processing of requisitions, obtaining purchase Orders, reviewing and processing invoices, maintaining proper ledgers and must be familiar with Hidalgo County Purchasing policies and procedures along with working knowledge of Sage software.

Good communication skills are a must. Applicant will be working closely with the Hidalgo County Purchasing and Auditor's Department.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Prepares and verifies purchase orders and requisitions for payment of bills.
- Posts receipt and/or disbursements to appropriate ledger(s), journals, and /or reports that insures that accounts balance.
- Prepares reports at regular intervals reflecting disbursements and /or receipts by category and /or projects.
- Gathers financial and statistical data and prepares reports of program activities.
- Responds to inquires about the department or division, especially related to financial transactions, from persons visiting the office, calling on the telephone or writing to request information.
- Enters financial and other data on computer terminal and balances source data to computer printouts.
- Must type minimum of 40 w.p.m.
- Undertakes special accounting projects and prepares special reports as assigned.
- Creates and maintains necessary manual and computerized files and filing system.
- Depending upon the department or division to which assigned, performs and combination of the following duties: secures documents, money and checks and may be responsible for cash received, identifies errors and makes necessary corrections.
- Prepares, maintains and verifies records and reports for mileage, fuel usage or other data.
- Answer telephone, responds to inquiries, refers caller to appropriate party or takes messages, or serves as back-up for receptionist.
- May maintain and inventory of supplies and equipment and orders replacements as needed to insure adequate stock.
- Compiles budgetary estimates and allotments and prepares budget worksheet on receipts and expenditures.
- Performs such other duties as may be assigned.
- Regular attendance is a must.
- Ability to work well with others.

QUALIFICATION REQUIREMENTS:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties and responsibilities;

EDUCATION and/or EXPERIENCE

- High School Diploma or general education degree (GED); including or supplemented by bookkeeping or accounting courses; plus five years clerical and/or secretarial experience, at least two years of which involved bookkeeping and/or accounting directly with Sage program.
- Any equivalent combination of experience and training which provides the required knowledge skills and abilities.

CERTIFICATES, LICENSES, REGISTRATIONS

- Employee must have a current valid Texas Motor Vehicle Operator's License;
- Must be able to be insured by the County's Insurance carrier;

OTHER SKILLS AND ABILITIES

- Ability or demonstrated ability to learn to operate a computer, calculator, cash register, facsimile and telephone.
- Good knowledge of generally accepted accounting principles relating to single or double entry accounting systems and financial reports.
- Ability to work quickly and accurately with numbers and maintain neat, well-organized records.
- Ability to operate a 10-key calculator by touch.
- Ability to exercise judgment regarding release of confidential information.
- Ability to use standard word processing, data inquiry and spreadsheet programs.
- Ability to establish and maintain effective working relationships with other county employees, officials and the general public.
- Ability to read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals.
- Ability to write routine reports and correspondence.
- Ability to speak effectively before groups of customers or employees of organization.
- Ability to calculate figures and amounts such as discounts, interest, commissions, proportions, percentages, area, circumference, and volume.
- Ability to apply concepts of basic algebra and geometry.
- Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form.
- Ability to deal with problems involving several concrete variables in standardized situations.
- Bilingual ability (Spanish and English) with the ability to converse in both languages, preferred.
- Must have the ability to operate personal computer and other office equipment.
- Must be knowledgeable in computer accounting.
- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job;

While performing the duties of this job, the employee is required to talk or hear. The employee is required to stand. The employee is required to walk; sit; use hands to finger, handle, or feel objects, tools, or controls; reach with hands and arms; climb or balance; stoop, and kneel;

The employee must occasionally lift and/or move over twenty-five (25) pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus;

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job;

The noise level in the work environment is usually moderate;

SAFETY REQUIREMENTS:

Maintain physical condition appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time;
- operating assigned equipment;

Maintain mental capacity which permits:

- making sound decisions and using good judgment;
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others;
- working in a multi-task environment;

Maintain effective audio-visual discrimination and perception needed for:

- making observations;
- reading and writing;
- operating assigned equipment;
- communicating with others;

ACCIDENT PREVENTION PROGRAM:

Required to follow all department's safety regulations;

**HIDALGO COUNTY
COMMISSIONER COURT
2009 SALARY SCHEDULE**

9-1204-431-00-124-007-0-

AI - 15682

Pct.4 Paved/Unpaved Rd.

Slot #	Obj Code	POSITION TITLE	2008 BUDGETED SALARY	2009 ADJUSTED SALARY	2009 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2009 BUDGETED SALARY APPROVED	2009 ACTUAL SALARY	Other Allowances					2009 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	EXECUTIVE ASST	60,992.00	0.00	60,992.00	0.05	3,049.60	0.00	64,041.60	64,042.00	1,620.00	0.00	0.00	0.00	0.00	65,662.00
0002	113	FIELD/OP DIR	46,587.00	0.00	46,587.00	0.05	2,329.00	0.00	48,916.00	48,916.00	557.21	0.00	0.00	0.00	0.00	49,529.00
0003	113	SP/PROJ COORD	45,326.00	0.00	45,326.00	0.05	2,266.00	0.00	47,592.00	47,592.00	1,027.61	0.00	0.00	0.00	0.00	48,620.00
0004	113	A/P CLERK	40,408.00	0.00	40,408.00	0.05	2,020.00	0.00	42,428.00	42,428.00	1,337.28	0.00	0.00	0.00	0.00	43,765.00
0005	113	HEAVY EQ OP III	36,386.00	0.00	36,386.00	0.05	1,819.30	0.00	38,205.30	38,205.00	1,500.00	0.00	0.00	0.00	0.00	39,705.00
0006	113	CHIEF ADMINISTRATOR	34,400.00	0.00	34,400.00	0.05	1,720.00	0.00	36,120.00	36,120.00	853.98	0.00	0.00	0.00	0.00	36,974.00
0007	113	HEAVY EQ OP III	40,560.00	0.00	40,560.00	0.05	2,028.00	0.00	42,588.00	42,588.00	480.00	0.00	0.00	0.00	0.00	43,068.00
0008	113	HEAVY EQ OP III	35,866.00	0.00	35,866.00	0.05	1,793.30	0.00	37,659.30	37,659.00	900.00	0.00	0.00	0.00	0.00	38,559.00
0009	113	MECHANIC III	32,793.00	0.00	32,793.00	0.05	1,640.00	0.00	34,433.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0010	113	HEAVY EQ OP II	31,273.00	0.00	31,273.00	0.05	1,563.65	0.00	32,836.65	32,837.00	1,380.00	0.00	0.00	0.00	0.00	34,217.00
0011	113	MECHANIC II	27,712.00	0.00	27,712.00	0.05	1,386.00	614.00	29,712.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0012	113	TRCK DRIVER III	27,615.00	0.00	27,615.00	0.05	1,380.75	619.25	29,615.00	29,615.00	0.00	0.00	0.00	0.00	0.00	29,615.00
0013	113	TRCK DRIVER III	27,615.00	0.00	27,615.00	0.05	1,380.75	619.25	29,615.00	29,615.00	600.00	0.00	0.00	0.00	0.00	30,215.00
0014	113	TRCK DRIVER III	27,615.00	0.00	27,615.00	0.05	1,380.75	619.25	29,615.00	29,615.00	960.00	0.00	0.00	0.00	0.00	30,575.00
0015	113	CLERK/RECEPTIONIST	27,242.00	0.00	27,242.00	0.05	1,362.10	637.90	29,242.00	29,242.00	360.00	0.00	0.00	0.00	0.00	29,602.00
0016	113	TRCK DRIVER II	26,812.00	0.00	26,812.00	0.05	1,341.00	659.00	28,812.00	28,812.00	0.00	0.00	0.00	0.00	0.00	28,812.00
0017	113	TRF SA/SPC III	26,771.00	0.00	26,771.00	0.05	1,338.55	661.45	28,771.00	28,771.00	0.00	0.00	0.00	0.00	0.00	28,771.00
0018	113	TRCK DRIVER III	26,529.00	0.00	26,529.00	0.05	1,326.45	673.55	28,529.00	28,529.00	0.00	0.00	0.00	0.00	0.00	28,529.00
0019	113	HEAVY EQ OP I	26,487.00	0.00	26,487.00	0.05	1,324.35	675.65	28,487.00	28,487.00	480.00	0.00	0.00	0.00	0.00	28,967.00
0020	113	HEAVY EQ OP II	26,398.00	0.00	26,398.00	0.05	1,319.90	680.10	28,398.00	28,398.00	480.00	0.00	0.00	0.00	0.00	28,878.00
0021	113	TRCK DRIVER III	26,320.00	0.00	26,320.00	0.05	1,316.00	684.00	28,320.00	28,320.00	0.00	0.00	0.00	0.00	0.00	28,320.00
0022	113	HEAVY EQ OP II	26,140.00	0.00	26,140.00	0.05	1,307.00	693.00	28,140.00	28,140.00	900.00	0.00	0.00	0.00	0.00	29,040.00
0023	113	HEAVY EQ OP II	25,706.00	0.00	25,706.00	0.05	1,285.30	714.70	27,706.00	27,706.00	480.00	0.00	0.00	0.00	0.00	28,186.00
0024	113	HEAVY EQ OP II	28,294.00	0.00	28,294.00	0.05	1,414.70	585.30	30,294.00	30,294.00	0.00	0.00	0.00	0.00	0.00	30,294.00
0025	113	MAINTENANCE III	25,706.00	0.00	25,706.00	0.05	1,285.30	714.70	27,706.00	27,706.00	840.00	0.00	0.00	0.00	0.00	28,546.00
0026	113	MECHANIC I	25,706.00	0.00	25,706.00	0.05	1,285.30	714.70	27,706.00	27,706.00	420.00	0.00	0.00	0.00	0.00	28,126.00
0027	113	TIRE REPAIR	25,706.00	0.00	25,706.00	0.05	1,285.30	714.70	27,706.00	27,706.00	0.00	0.00	0.00	0.00	0.00	27,706.00
0028	113	HEAVY EQ OP II	25,413.00	0.00	25,413.00	0.05	1,271.00	729.00	27,413.00	27,413.00	1,020.00	0.00	0.00	0.00	0.00	28,433.00
0029	113	HEAVY EQ OP II	24,090.00	0.00	24,090.00	0.05	1,204.00	796.00	26,090.00	26,090.00	360.00	0.00	0.00	0.00	0.00	26,450.00
0030	113	HEAVY EQ OP II	23,647.00	0.00	23,647.00	0.05	1,182.35	817.65	25,647.00	25,647.00	360.00	0.00	0.00	0.00	0.00	26,007.00

**HIDALGO COUNTY
COMMISSIONER COURT
2009 SALARY SCHEDULE**

9-1204-431-00-124-007-0-

AI - 15682

Pct.4 Paved/Unpaved Rd.

Slot #	Obj Code	POSITION TITLE	2008 BUDGETED SALARY	2009 ADJUSTED SALARY	2009 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2009 BUDGETED SALARY APPROVED	2009 ACTUAL SALARY	Other Allowances					2009 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0031	113	MAINTENANCE II	23,556.00	0.00	23,556.00	0.05	1,177.80	822.20	25,556.00	25,556.00	480.00	0.00	0.00	0.00	0.00	26,036.00
0032	113	HEAVY EQ OP II	22,829.00	0.00	22,829.00	0.05	1,141.45	858.55	24,829.00	24,829.00	480.00	0.00	0.00	0.00	0.00	25,309.00
0034	113	HEAVY EQ OP I	22,829.00	0.00	22,829.00	0.05	1,141.45	858.55	24,829.00	24,829.00	0.00	0.00	0.00	0.00	0.00	24,829.00
0035	113	HEAVY EQ OP II	21,808.00	0.00	21,808.00	0.05	1,090.00	910.00	23,808.00	23,808.00	0.00	0.00	0.00	0.00	0.00	23,808.00
0036	113	HEAVY EQ OP II	24,308.00	0.00	24,308.00	0.05	1,215.40	784.60	26,308.00	26,308.00	0.00	0.00	0.00	0.00	0.00	26,308.00
0037	113	MAINTENANCE I	20,345.00	0.00	20,345.00	0.05	1,017.25	982.75	22,345.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00
0038	113	MAINTENANCE I	20,345.00	0.00	20,345.00	0.05	1,017.00	983.00	22,345.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0039	113	MAINTENANCE II	20,345.00	0.00	20,345.00	0.05	1,017.00	983.00	22,345.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00
0040	113	MAINTENANCE II	22,845.00	0.00	22,845.00	0.05	1,142.25	857.75	24,845.00	24,845.00	0.00	0.00	0.00	0.00	0.00	24,845.00
0041	113	MAINTENANCE II	22,845.00	0.00	22,845.00	0.05	1,142.00	858.00	24,845.00	24,845.00	0.00	0.00	0.00	0.00	0.00	24,845.00
0042	113	HEAVY EQ OP I	20,345.00	0.00	20,345.00	0.05	1,017.00	983.00	22,345.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00
0043	113	MAINTENANCE I	22,845.00	0.00	22,845.00	0.05	1,142.25	857.75	24,845.00	24,845.00	0.00	0.00	0.00	0.00	0.00	24,845.00
0044	113	MAINTENANCE I	20,345.00	0.00	20,345.00	0.05	1,017.00	983.00	22,345.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00
0045	113	HEAVY EQ OP II	20,345.00	0.00	20,345.00	0.05	1,017.00	983.00	22,345.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00
0046	113	HEAVY EQ OP I	20,345.00	0.00	20,345.00	0.05	1,017.00	983.00	22,345.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00
0047	113	HEAVY EQ OP II	20,345.00	0.00	20,345.00	0.05	1,017.25	982.75	22,345.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00
0048	113	TRAFFIC SAFETY SPECIALIST II / MAINTEN	23,741.00	0.00	23,741.00	0.05	1,187.05	812.95	25,741.00	25,741.00	840.00	0.00	0.00	0.00	0.00	26,581.00
0049	113	TRAFFIC SAFETY SPECIALIST II / MAINTEN	23,741.00	0.00	23,741.00	0.05	1,187.05	812.95	25,741.00	25,741.00	0.00	0.00	0.00	0.00	0.00	25,741.00
0050	114	CUSTODIAN	15,023.00	0.00	15,023.00	0.05	751.15	0.00	15,774.15	15,774.00	0.00	0.00	0.00	0.00	0.00	15,774.00
0051	113	HEAVY EQUIPMENT OPERATOR II	25,329.00	0.00	25,329.00	0.05	1,266.45	733.55	27,329.00	27,329.00	0.00	0.00	0.00	0.00	0.00	27,329.00
0052	113	OFFICE CLERK/RECEPTIONIST	16,640.00	0.00	16,640.00	0.05	832.00	1,168.00	18,640.00	18,640.00	0.00	0.00	0.00	0.00	0.00	18,640.00
A053	113	PLANNING ADMINISTRATOR	0.00	0.00	0.00	0	0.00	0.00	0.00	0.00	0.00	0.00	53,408.00	0.00	0.00	53,408.00
0054	113	DIESEL MECHANIC	0.00	42,000.00	42,000.00	0	0.00	0.00	42,000.00	42,000.00	720.00	0.00	0.00	0.00	0.00	42,720.00
0055	113	ACCOUNTS PAYABLE CLERK	0.00	28,000.00	28,000.00	0	0.00	0.00	28,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			1,383,214.00	42,000.00	1,425,214.00		69,158.50	31,821.50	1,526,194.00	1,439,704.00	19,436.08	0.00	53,408.00	0.00	0.00	1,512,604.00

Approval to delete one (1) vacant regular full-time Office Clerk/Receptionist position, slot #052, budgeted salary \$18,640.00 and create one (1) regular full-time Accounts Payable Clerk position, slot #055, budgeted salary \$28,000.00. Pending CC approval.

AI-15684

24.F.3.

**Pct. #3 - Request for two (2) temporary full-time Office Clerk positions
CC REGULAR**

Date: 06/02/2009
Submitted By: Sylvia Solis, BUDGET & MANAGEMENT
Submitted For: Commissioner Pct. No. 3
Department: BUDGET &
MANAGEMENT

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

Information

CAPTION

Pct. #3 R&B (1203):

- a. Approval to create two (2) temporary full-time Office Clerk positions, slot no.'s T070 and T071, budgeted hourly rate \$9.00 per hour. Positions not to exceed six (6) months and/or 12/02/09.
- b. Approval of 2009 intradepartmental transfer to fund salaries for temporary positions.
- c. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009

ACCT. #: 9-1203-431-00-123-005-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available funds, pending CC approval.

Based on analysis sufficient funding is currently in place due to lapse salaries as a result of vacant positions.

Attachments

Link: [PAR](#)

Link: [Fiscal Note](#)

Link: [Revised Salary Schedule](#)

Link: [Job Description](#)

Link: [LIT](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sylvia Solis	Sylvia Solis	05/27/2009 04:24 PM	APRV
2	Budget & Management	Veronica Lopez	05/28/2009 08:04 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	05/28/2009 02:52 PM	APRV
4	Auditor's Office		05/29/2009 05:34 PM	NEW

Form Started By: Sylvia Solis

Started On: 05/27/2009 08:59
AM

Final Approval Date: 05/29/2009



HIDALGO COUNTY

Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Enter department Name

Hidalgo County Precinct #3/123

DATE: Enter Date

May 21, 2009

CURRENT POSITION TITLE: Enter position Title

N/A

CURRENT SLOT. #: Enter current

005-T070
005-T071

REQUESTED POSITION TITLE: Enter New Position Title
(For new positions or reclassifications)

Office Clerk (2) Positions (Temporary)

REQUEST FOR:

☐ New Position ☒ Temporary Position ☐ Position Reclassification* ☐ Other _____

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: \$ -0- Current Budgeted Salary \$ 18,720.00/yr. Proposed Budgeted Salary \$ 37,440.00 Net Change

Position to be funded from one of the following:

☒ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds
☐ Other _____

POSITION Type:

Full Time Employee ☐ Object 113 Part Time Employee ☐ Object 114 9.00 hourly
Full Time Temporary ☒ Object 121 Part Time Temporary ☐ Object 122 \$ 18,720.00 annually
Enter hourly rate for temp. positions
Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date _____ End Date _____ **Mon-Fri. 8 hours daily** **40** **6 months**
Working Days & Hours Hours Per Week Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE: PC ☒ FLSA: ☐
Non-Exempt ☒ Exempt ☐
Non-Exempt ☒ Non-Exempt ☒

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

Office employees are scheduled to take summer vacation and in need of temporary help.

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

Answers telephone, performs light clerical duties, greets and routes walk-ins clients.

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. [Signature] DEPARTMENT HEAD DATE 5/26/09
2. [Signature] HUMAN RESOURCES DIRECTOR DATE 5/22/09
3. [Signature] DEPARTMENT OF BUDGET & MANAGEMENT DATE 5/22/09
4. COMMISSIONERS COURT APPROVAL DATE

FUNDING AVAILABLE IN DEPT. BUDGET

☐ YES ☐ NO

PERSONNEL PROCEDURES COMPLETED

☒ YES ☐ NO

BUDGET PROCEDURES COMPLETED

☒ YES ☐ NO

Hidalgo County
Department of Budget & Management
FISCAL NOTE

•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: Commissioner' Court
From: Raul Silguero Jr., Budget Officer
CC Date: Tuesday, June 02, 2009

Agenda Item: 15684

Summary of request/proposal:

Approval to create two (2) temporary full-time Office Clerk positions, slot no.'s T070 and T071, budgeted hourly rate \$9.00 per hour. Positions not to exceed six (6) months and/or 12/02/09.

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1203	OFFICE CLERK	T070	121	0.00	18,720.00	18,720.00
1203	OFFICE CLERK	T071	121	0.00	18,720.00	18,720.00
				0.00	37,440.00	37,440.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME	AMOUNT
9-1203-431-00-123-005-0-	121	PCT.3 P/U RD - TEMP F/T EMPLOYEES	\$19,078.62
9-1203-431-00-123-005-0-	211	PCT.3 P/U RD - HEALTH INSURANCE	
9-1203-431-00-123-005-0-	212	PCT.3 P/U RD - LIFE INSURANCE	
9-1203-431-00-123-005-0-	220	PCT.3 P/U RD - FICA	\$1,459.51
9-1203-431-00-123-005-0-	230	PCT.3 P/U RD - RETIREMENT	
9-1203-431-00-123-005-0-	250	PCT.3 P/U RD - UNEMPLOYMENT COMP	\$95.39
9-1203-431-00-123-005-0-	260	PCT.3 P/U RD - WORKER'S COMP	\$38.16
2009 Budgetary Impact			\$20,671.68

2010 Budgetary Impact: \$0.00

Possible Funding Sources: WITHIN DEPT BUDGET/ LAPSED FUNDING

Budget Office Recommendation:

**HIDALGO COUNTY
COMMISSIONER COURT
2009 SALARY SCHEDULE**

1203-431-00-123-005-0

AI - 15684

PCT.3 P/U RD

Slot #	Obj Code	POSITION TITLE	2008 BUDGETED SALARY	2009 ADJUSTED SALARY	2009 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2009 BUDGETED SALARY APPROVED	2009 ACTUAL SALARY	Other Allowances					2009 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	CHIEF ADMINISTRATOR	\$80,340.00	\$0.00	\$80,340.00	0.05	\$4,017.00	\$0.00	\$84,357.00	\$84,357.00	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$84,657.00
0002	113	COORDINATOR	\$77,126.00	\$0.00	\$77,126.00	0.05	\$3,856.00	\$0.00	\$80,982.00	\$80,982.00	\$1,209.59	\$0.00	\$0.00	\$0.00	\$0.00	\$82,192.00
0003	113	EXECUTIVE ASSISTANT	\$59,987.00	\$0.00	\$59,987.00	0.05	\$2,999.00	\$0.00	\$62,986.00	\$62,986.00	\$501.50	\$0.00	\$0.00	\$0.00	\$0.00	\$63,488.00
0004	113	FIELD OPERATIONS DIRECTOR	\$57,845.00	\$0.00	\$57,845.00	0.05	\$2,892.00	\$0.00	\$60,737.00	\$60,737.00	\$840.00	\$0.00	\$0.00	\$0.00	\$0.00	\$61,577.00
0005	113	ASSISTANT FIELD/OPERATIONS DIRECTOR	\$49,275.00	\$2,725.00	\$52,000.00	0.05	\$2,600.00	\$0.00	\$54,600.00	\$54,600.00	\$377.90	\$0.00	\$0.00	\$0.00	\$0.00	\$54,978.00
0006	113	ASSISTANT FIELD/OPERATIONS DIRECTOR	\$49,275.00	\$0.00	\$49,275.00	0.05	\$2,464.00	\$0.00	\$51,739.00	\$51,739.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$51,739.00
0007	113	ADMINISTRATIVE AIDE	\$43,279.00	\$0.00	\$43,279.00	0.05	\$2,164.00	\$0.00	\$45,443.00	\$45,443.00	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45,443.00
0008	113	PAVING SUPERVISOR	\$41,298.00	\$0.00	\$41,298.00	0.05	\$2,065.00	\$0.00	\$43,363.00	\$43,363.00	\$420.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43,783.00
0009	113	COMMUNITY LIAISON	\$39,125.00	\$0.00	\$39,125.00	0.05	\$1,956.00	\$0.00	\$41,081.00	\$41,081.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41,081.00
0010	113	MECHANIC III	\$36,802.00	\$3,198.00	\$40,000.00	0.05	\$2,000.00	\$0.00	\$42,000.00	\$42,000.00	\$540.00	\$0.00	\$0.00	\$0.00	\$0.00	\$42,540.00
0011	113	MAINTENANCE III	\$33,306.00	\$2,694.00	\$36,000.00	0.05	\$1,800.00	\$0.00	\$37,800.00	\$37,800.00	\$420.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38,220.00
0012	113	HUMAN RESOURCES SPECIALIST	\$32,604.00	\$0.00	\$32,604.00	0.05	\$1,630.00	\$0.00	\$34,234.00	\$34,234.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34,234.00
0013	113	HEAVY EQUIPMENT OPERATOR III	\$31,086.00	\$914.00	\$32,000.00	0.05	\$1,600.00	\$0.00	\$33,600.00	\$33,600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$33,600.00
0014	113	HEAVY EQUIPMENT OPERATOR III	\$31,086.00	\$914.00	\$32,000.00	0.05	\$1,600.00	\$0.00	\$33,600.00	\$33,600.00	\$780.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34,380.00
0015	113	HEAVY EQUIPMENT OPERATOR III	\$31,086.00	\$914.00	\$32,000.00	0.05	\$1,600.00	\$0.00	\$33,600.00	\$33,600.00	\$1,140.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34,740.00
0016	113	HEAVY EQUIPMENT OPERATOR II	\$28,865.00	\$3,135.00	\$32,000.00	0.05	\$1,600.00	\$0.00	\$33,600.00	\$33,600.00	\$660.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34,260.00
0017	113	HEAVY EQUIPMENT OPERATOR II	\$28,865.00	\$3,135.00	\$32,000.00	0.05	\$1,600.00	\$0.00	\$33,600.00	\$33,600.00	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$33,900.00
0018	113	HEAVY EQUIPMENT OPERATOR II	\$28,865.00	\$3,135.00	\$32,000.00	0.05	\$1,600.00	\$0.00	\$33,600.00	\$33,600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$33,600.00
0019	113	HEAVY EQUIPMENT OPERATOR II	\$28,865.00	\$3,135.00	\$32,000.00	0.05	\$1,600.00	\$0.00	\$33,600.00	\$33,600.00	\$840.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34,440.00
0020	113	HEAVY EQUIPMENT OPERATOR II	\$28,865.00	\$3,135.00	\$32,000.00	0.05	\$1,600.00	\$0.00	\$33,600.00	\$33,600.00	\$480.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34,080.00
0021	113	HEAVY EQUIPMENT OPERATOR III	\$28,865.00	(\$2,865.00)	\$26,000.00	0.05	\$1,300.00	\$700.00	\$28,000.00	\$28,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,000.00
0022	113	HEAVY EQUIPMENT OPERATOR III	\$28,865.00	\$3,135.00	\$32,000.00	0.05	\$1,600.00	\$0.00	\$33,600.00	\$33,600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$33,600.00
0023	113	TRUCK DRIVER II	\$28,865.00	\$1,135.00	\$30,000.00	0.05	\$1,500.00	\$500.00	\$32,000.00	\$32,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32,000.00
0024	113	MAINTENANCE III	\$28,310.00	\$5,690.00	\$34,000.00	0.05	\$1,700.00	\$0.00	\$35,700.00	\$35,700.00	\$420.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36,120.00
0025	113	HEAVY EUIPMENT OPERATOR III	\$27,852.00	\$0.00	\$27,852.00	0.05	\$1,393.00	\$607.00	\$29,852.00	\$29,852.00	\$660.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30,512.00
0026	113	TRUCK DRIVER II	\$27,756.00	\$2,244.00	\$30,000.00	0.05	\$1,500.00	\$500.00	\$32,000.00	\$32,000.00	\$600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32,600.00
0027	113	TRUCK DRIVER II	\$27,200.00	\$2,800.00	\$30,000.00	0.05	\$1,500.00	\$500.00	\$32,000.00	\$32,000.00	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32,300.00
0028	113	HEAVY EQUIPMENT OPERATOR III	\$27,041.00	(\$1,041.00)	\$26,000.00	0.05	\$1,300.00	\$700.00	\$28,000.00	\$28,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,000.00
0029	113	OFFICE CLERK	\$27,040.00	\$0.00	\$27,040.00	0.05	\$1,352.00	\$648.00	\$29,040.00	\$29,040.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$29,040.00
0030	113	MECHANIC II	\$26,796.00	\$0.00	\$26,796.00	0.05	\$1,340.00	\$660.00	\$28,796.00	\$28,796.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,796.00
0031	113	INVOICE CLERK	\$26,645.00	\$0.00	\$26,645.00	0.05	\$1,332.00	\$507.00	\$28,484.00	\$28,484.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,484.00
0032	113	TRCK DRIVER II	\$25,706.00	\$4,294.00	\$30,000.00	0.05	\$1,500.00	\$500.00	\$32,000.00	\$32,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32,000.00
0033	113	TRCK DRVER III	\$25,706.00	\$4,294.00	\$30,000.00	0.05	\$1,500.00	\$500.00	\$32,000.00	\$32,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32,000.00
0034	113	TRCK DRIVER II	\$25,706.00	\$4,294.00	\$30,000.00	0.05	\$1,500.00	\$500.00	\$32,000.00	\$32,000.00	\$540.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32,540.00
0035	113	TRCK DRIVER II	\$25,706.00	\$4,294.00	\$30,000.00	0.05	\$1,500.00	\$500.00	\$32,000.00	\$32,000.00	\$540.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32,540.00
0036	113	TRCK DRVER III	\$25,706.00	\$4,294.00	\$30,000.00	0.05	\$1,500.00	\$500.00	\$32,000.00	\$32,000.00	\$780.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32,780.00
0037	113	MAINTENANCE II	\$25,706.00	\$660.00	\$26,366.00	0.05	\$1,318.00	\$682.00	\$28,366.00	\$28,366.00	\$720.00	\$0.00	\$0.00	\$0.00	\$0.00	\$29,086.00
0038	113	MAINTENANCE II	\$25,706.00	\$480.00	\$26,186.00	0.05	\$1,309.00	\$691.00	\$28,186.00	\$28,186.00	\$540.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,726.00

**HIDALGO COUNTY
COMMISSIONER COURT
2009 SALARY SCHEDULE**

1203-431-00-123-005-0

AI - 15684

PCT.3 P/U RD

Slot #	Obj Code	POSITION TITLE	2008 BUDGETED SALARY	2009 ADJUSTED SALARY	2009 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2009 BUDGETED SALARY APPROVED	2009 ACTUAL SALARY	Other Allowances					2009 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0039	113	TRUCK DRIVER I	\$25,706.00	\$6,294.00	\$32,000.00	0.05	\$1,600.00	\$0.00	\$33,600.00	\$33,600.00	\$540.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34,140.00
0040	113	MAINTENANCE I	\$25,706.00	\$2,294.00	\$28,000.00	0.05	\$1,400.00	\$600.00	\$30,000.00	\$30,000.00	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30,300.00
0041	113	TRAFFIC SAFETY SPECIALIST II	\$25,516.00	\$600.00	\$26,116.00	0.05	\$1,306.00	\$694.00	\$28,116.00	\$28,116.00	\$660.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,776.00
0042	113	MAINTENANCE I	\$24,272.00	\$1,728.00	\$26,000.00	0.05	\$1,300.00	\$700.00	\$28,000.00	\$28,000.00	\$660.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,660.00
0043	113	HEAVY EQUIPMENT OPERATOR III	\$24,197.00	\$1,803.00	\$26,000.00	0.05	\$1,300.00	\$700.00	\$28,000.00	\$28,000.00	\$540.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,540.00
0044	113	TRUCK DRIVER I	\$23,565.00	\$2,435.00	\$26,000.00	0.05	\$1,300.00	\$700.00	\$28,000.00	\$28,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,000.00
0045	113	TRUCK DRIVER I	\$23,565.00	\$6,435.00	\$30,000.00	0.05	\$1,500.00	\$500.00	\$32,000.00	\$32,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32,000.00
0046	113	MAINTENANCE III	\$23,204.00	\$2,796.00	\$26,000.00	0.05	\$1,300.00	\$700.00	\$28,000.00	\$28,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,000.00
0047	113	TRUCK DRIVER II	\$23,204.00	\$6,796.00	\$30,000.00	0.05	\$1,500.00	\$500.00	\$32,000.00	\$32,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32,000.00
0048	113	MAINTENANCE II	\$23,204.00	\$2,796.00	\$26,000.00	0.05	\$1,300.00	\$700.00	\$28,000.00	\$28,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,000.00
0049	113	TRAFFIC SAFETY SPECIALIST II	\$23,204.00	\$2,796.00	\$26,000.00	0.05	\$1,300.00	\$700.00	\$28,000.00	\$28,000.00	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,300.00
0050	113	MAINTENANCE I	\$23,204.00	\$2,796.00	\$26,000.00	0.05	\$1,300.00	\$700.00	\$28,000.00	\$28,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,000.00
0051	113	MAINTENANCE I	\$23,204.00	\$2,796.00	\$26,000.00	0.05	\$1,300.00	\$700.00	\$28,000.00	\$28,000.00	\$360.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,360.00
0052	113	MAINTENANCE III	\$24,704.00	\$1,296.00	\$26,000.00	0.05	\$1,300.00	\$700.00	\$28,000.00	\$28,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,000.00
0053	113	CUSTODIAN	\$23,204.00	\$2,796.00	\$26,000.00	0.05	\$1,300.00	\$700.00	\$28,000.00	\$28,000.00	\$420.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,420.00
0054	113	HEAVY EQUIPMENT OPERATOR II	\$23,204.00	\$2,796.00	\$26,000.00	0.05	\$1,300.00	\$700.00	\$28,000.00	\$28,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,000.00
0055	113	MAINTENANCE I	\$23,204.00	\$2,796.00	\$26,000.00	0.05	\$1,300.00	\$700.00	\$28,000.00	\$28,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,000.00
0056	113	MAINTENANCE I	\$23,204.00	\$2,796.00	\$26,000.00	0.05	\$1,300.00	\$700.00	\$28,000.00	\$28,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,000.00
0057	113	MAINTENANCE I	\$23,204.00	\$2,796.00	\$26,000.00	0.05	\$1,300.00	\$700.00	\$28,000.00	\$28,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,000.00
0058	113	MAINTENANCE I	\$23,204.00	\$2,796.00	\$26,000.00	0.05	\$1,300.00	\$700.00	\$28,000.00	\$28,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,000.00
0059	113	MAINTENANCE I	\$23,204.00	\$2,796.00	\$26,000.00	0.05	\$1,300.00	\$700.00	\$28,000.00	\$28,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,000.00
0060	113	MAINTENANCE I	\$23,204.00	\$2,796.00	\$26,000.00	0.05	\$1,300.00	\$700.00	\$28,000.00	\$28,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,000.00
0061	113	MAINTENANCE I	\$23,204.00	\$2,796.00	\$26,000.00	0.05	\$1,300.00	\$700.00	\$28,000.00	\$28,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,000.00
0062	113	MAINTENANCE I	\$23,204.00	\$2,796.00	\$26,000.00	0.05	\$1,300.00	\$700.00	\$28,000.00	\$28,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28,000.00
0063	113	TIRE REPAIR/MAINTENANCE	\$26,796.00	\$1,204.00	\$28,000.00	0.05	\$1,400.00	\$600.00	\$30,000.00	\$30,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30,000.00
T066	121	OFFICE CLERK	\$17,680.00	\$0.00	\$17,680.00	0	\$0.00	\$0.00	\$17,680.00	\$17,680.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17,680.00
0067	113	WELDER	\$31,200.00	\$0.00	\$31,200.00	0.05	\$1,560.00	\$0.00	\$32,760.00	\$32,760.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32,760.00
0068	113	HEAVY EQUIPMENT OPERATOR I	\$22,880.00	\$0.00	\$22,880.00	0.05	\$1,144.00	\$856.00	\$24,880.00	\$24,880.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24,880.00
0069	113	HEAVY EQUIPMENT OPERATOR I	\$22,880.00	\$0.00	\$22,880.00	0.05	\$1,144.00	\$856.00	\$24,880.00	\$24,880.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24,880.00
T070	121	OFFICE CLERK	\$0.00	\$18,720.00	\$18,720.00	0	\$0.00	\$0.00	\$18,720.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
T071	121	OFFICE CLERK	\$0.00	\$18,720.00	\$18,720.00	0	\$0.00	\$0.00	\$18,720.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL			\$2,012,953.00	\$133,567.00	\$2,146,520.00		\$106,441.00	\$27,101.00	\$2,280,062.00	\$2,280,062.00	\$17,988.99	\$0.00	\$0.00	\$0.00	\$0.00	\$2,297,752.00

Approval to create two (2) temporary full-time Office Clerk positions, slot no.'s T070 and T071, budgeted hourly rate \$9.00 per hour. Positions not to exceed six (6) months and/or 12/02/09.

- Bilingual ability (Spanish and English) with the ability to converse in both languages, preferred;
- Knowledge of personal computer and software;
- May be required to utilize personal automobile on office related business;

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job;

While performing the duties of this job, the employee is required to talk or hear. The employee is required to stand. The employee is required to walk; sit; use hands to finger, handle, or feel objects, tools, or controls; reach with hands and arms; climb or balance; stoop, and kneel;

The employee must occasionally lift and/or move over twenty-five (25) pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus;

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job;

The noise level in the work environment is usually moderate;

SAFETY REQUIREMENTS:

Maintain physical condition appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time;
- operating assigned equipment;

Maintain mental capacity which permits:

- making sound decisions and using good judgment;
- handling financial affairs effectively and honestly;
- maintaining confidentiality;
- demonstrating intellectual capabilities;

Effectively handle a work environment and conditions which involve:

- working closely with others;
- working in a multi-task environment;

Maintain effective audio-visual discrimination and perception needed for:

- making observations;
- reading and writing;
- operating assigned equipment;
- communicating with others;

ACCIDENT PREVENTION PROGRAM:

Required to follow all departments' safety regulations;

HIDALGO COUNTY ROAD & BRIDGE PAVED/UNPAVED

Job Title:	Office Clerk	FLSA Status:	Non-Exempt
Dept No:	123	Civil Service Status:	Exempt

SUMMARY:

Answers telephone, performs light clerical duties, greets and routes walk-ins clients.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Answers telephones and directs phone calls to appropriate staff member; takes messages as required;
- Greets visitors and directs them to proper location;
- Maintains daily activity log sheets;
- Performs light clerical work such as typing, filing and envelope stuffing;
- May be required to attend meetings from time to time and work extra work hours as deemed necessary;
- May maintain an inventory of supplies and equipment and orders replacements as needed to insure adequate stock;
- Regular attendance is a must;
- Ability to work well with others;

QUALIFICATION REQUIREMENTS:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties and responsibilities;

EDUCATION and/or EXPERIENCE

- High School Diploma or GED;
- Should have experience as a receptionist, strong telephone skills and log-keeping;

CERTIFICATES, LICENSES, REGISTRATIONS

- Employee must have a current valid Texas Motor Vehicle Operator's License;
- Must be able to be insured by the County's Insurance carrier;

OTHER SKILLS AND ABILITIES

- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County;
- Ability to use office equipment, such as computer terminal, copier, calculator, fax machine and multi-extension telephone;

DATE: May 27, 2009

2009 Transfer



DEPARTMENT
HEAD: Raul Silguero, Jr., Budget Officer

DEPARTMENT Department of Budget & Management for
NAME: Precinct No. 3 R&B

**ACCOUNT
NUMBER:** 9-1203-431-00-123-005-0-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).

[illegible]

REASON:
Intradepartmental transfer to fund salaries for two (2) temporary positions.

DEPARTMENT HEAD SIGNATURE

_____/_____/_____
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-15729

24.F.4.

**DBM Safety Division/ Workers Comp - Transfer of employee no. 12537
CC REGULAR**

Date: 06/02/2009
Submitted By: Sylvia Solis, BUDGET & MANAGEMENT
Submitted For: Dina Trevino
Department: BUDGET &
MANAGEMENT

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

Information

CAPTION

DBM-Workers' Comp. & Safety Division - Employee Transfer:

- a. Approval to delete slot #0012, budgeted salary \$27,552.00.
- b. Approval to create slot #0012, budgeted salary \$27,552.00 (Safety Division) and transfer employee no. 125237 from Workers Compensation to Safety Division, effective date 06/08/09.
- c. Approval of interdepartmental transfer in the total amount of \$21,000.00 from Co Wide Contingency to DBM Safety Division to fund salary and related fringes for position.
- d. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009

ACCT. #: 9-1100-415-X0-115-0XX-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available funds of \$52,739.39 as of 05/28/09.

Attachments

Link: [fiscal note](#)

Link: [DPS revised salary schedule](#)

Link: [interdept.](#)

Link: [WC - Revised salary schedule](#)

Link: [old job description](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sylvia Solis	Sylvia Solis	05/29/2009 05:24 PM	APRV
2	Budget & Management		05/29/2009 05:34 PM	NEW

Form Started By: Sylvia Solis
Started On: 05/28/2009 10:16 AM

Hidalgo County
Department of Budget & Management
FISCAL NOTE

*Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: Commissioner' Court
From: Raul Silguero Jr., Budget Officer
CC Date: Tuesday, June 02, 2009

Agenda Item: **15279**

Summary of request/proposal:

DBM - WC is requesting approval to delete one (1) regular full-time secretary position, slot #0012, budgeted salary \$27,552.00. TX DPS Dept. is requesting to create one (1) regular full-time secretary position, slot #0007, budgeted salary \$27,552.00 and transfer employee no. 125237 from Workers Compensation to TX DPS, effective 06/08/09.

Fund	Position Title	Slot#	Obj	Current Budgeted Salary	Adjustment/ Salary Requested	Total Adjustment/ Salary Requested
2202	SECRETARY	0012	113	27,552.00	0.00	(27,552.00)
				27,552.00	0.00	(27,552.00)

Budgetary Impact (Fund 2202):

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
9-2202-419-50-115-065-0 113	DBM-W/C DIV- REG F/T EMPLOYEES	(\$15,728.92)
9-2202-419-50-115-065-0 211	DBM-W/C DIV- HEALTH INSURANCE	(\$2,377.15)
9-2202-419-50-115-065-0 212	DBM-W/C DIV- LIFE INSURANCE	(\$15.41)
9-2202-419-50-115-065-0 220	DBM-W/C DIV- FICA	(\$1,203.26)
9-2202-419-50-115-065-0 230	DBM-W/C DIV- RETIREMENT	(\$1,418.75)
9-2202-419-50-115-065-0 250	DBM-W/C DIV- UNEMPLOYMENT COMP	(\$78.64)
9-2202-419-50-115-065-0 260	DBM-W/C DIV- WORKER'S COMP	(\$31.46)
	2009 Budgetary Impact	(\$20,853.59)

2010 BUDGETARY IMPACT: \$ (36,528.78)

Possible Funding Sources: N/A

Fund	Position Title	Slot#	Obj	Current Budgeted Salary	Adjustment/ Salary Requested	Total Adjustment/ Salary Requested
1100	SECRETARY	0007	113	0.00	27,552.00	27,552.00
				0.00	27,552.00	27,552.00

Budgetary Impact (Fund 1100):

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
9-1100-421-00-115-027-0- 113	TX DPS - REG F/T EMPLOYEES	\$15,728.92
9-1100-421-00-115-027-0- 211	TX DPS - HEALTH INSURANCE	\$2,377.15
9-1100-421-00-115-027-0- 212	TX DPS - LIFE INSURANCE	\$15.41
9-1100-421-00-115-027-0- 220	TX DPS - FICA	\$1,203.26
9-1100-421-00-115-027-0- 230	TX DPS - RETIREMENT	\$1,418.75
9-1100-421-00-115-027-0- 250	TX DPS - UNEMPLOYMENT COMP	\$78.64
9-1100-421-00-115-027-0- 260	TX DPS - WORKER'S COMP	\$31.46
	2009 Budgetary Impact	\$20,853.59

2010 BUDGETARY IMPACT: \$ 36,528.78

Possible Funding Sources: General Fund

Budget Office Recommendation:

**HIDALGO COUNTY
COMMISSIONER COURT
2009 SALARY SCHEDULE**

**9-1100-421-00-115-027-0-
TX DPS**

AI-15729

Slot #	Obj Code	POSITION TITLE	2008 BUDGETED SALARY	2009 ADJUSTED SALARY	2009 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2009 BUDGETED SALARY APPROVED	2009 ACTUAL SALARY	Other Allowances					2009 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	ADMINISTRATIVE TECHNICIAN II	30,440.00	0.00	30,440.00	0.05	1,522.00	0.00	31,962.00	31,962.00	660.00	0.00	0.00	0.00	0.00	32,622.00
0002	113	ADMINISTRATIVE TECHNICIAN II	30,440.00	0.00	30,440.00	0.05	1,522.00	0.00	31,962.00	25,902.00	0.00	0.00	0.00	0.00	0.00	25,902.00
0003	113	ADMINISTRATIVE TECHNICIAN II	29,248.00	0.00	29,248.00	0.05	1,462.00	538.00	31,248.00	31,248.00	660.00	0.00	0.00	0.00	0.00	31,908.00
0004	113	ADMINISTRATIVE TECHNICIAN I	28,305.00	0.00	28,305.00	0.05	1,415.00	585.00	30,305.00	25,700.00	0.00	0.00	0.00	0.00	0.00	25,700.00
0005	113	ADMINISTRATIVE TECHNICIAN I	26,240.00	0.00	26,240.00	0.05	1,312.00	688.00	28,240.00	27,231.00	0.00	0.00	0.00	0.00	0.00	27,231.00
0006	113	ADMINISTRATIVE TECHNICIAN II	24,132.00	0.00	24,132.00	0.05	1,207.00	793.00	26,132.00	26,132.00	0.00	0.00	0.00	0.00	0.00	26,132.00
0007	113	SECRETARY	0.00	27,552.00	27,552.00	0	0.00	0.00	27,552.00	27,552.00	0.00	0.00	0.00	0.00	0.00	27,552.00
			168,805.00	27,552.00	196,357.00		8,440.00	2,604.00	207,401.00	195,727.00	1,320.00	0.00	0.00	0.00	0.00	197,047.00

Approval to create one (1) regular full-time secretary position, slot #0007, budgeted salary \$27,552.00 and transfer employee no. 125237 from Workers Compensation to TX DPS Dept., effective 06/08/09. Pending CC approval.

DATE: May 28, 2009

DEPARTMENT HEAD: Raul Silguero, Jr.

2009

Transfer



DEPARTMENT NAME: Dept. of Budget & Mgmt for TX DPS

ACCOUNT NUMBER: 9-1100-4XX-00-115-0XX-0-XXX

CONTACT PERSON: Sylvia V. Solis **PHONE:** (956) 292-7025 Ext. 5423

SUBJECT: Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

[illegible]

REASON:

To fund position including salary and fringes for employee transferred from Workers Comp to the Tx DPS Dept.

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

DATE _____

ATTEST, COUNTY CLERK

**HIDALGO COUNTY
COMMISSIONER COURT
2009 SALARY SCHEDULE**

**9-2202-419-50-115-065-0
DBM - W/C DIVISION**

AI-15729

Slot #	Obj Code	POSITION TITLE	2008 BUDGETED SALARY	2009 ADJUSTED SALARY	2009 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2009 BUDGETED SALARY APPROVED	2009 ACTUAL SALARY	Other Allowances					2009 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	W/C DIVISION ADMINISTRATOR	57,200.00	0.00	57,200.00	0.05	2,860.00	0.00	60,060.00	60,060.00	420.00	0.00	0.00	4,000.00	0.00	64,480.00
0008	113	CLAIMS INVESTIGATOR II	43,853.00	0.00	43,853.00	0.05	2,192.65	0.00	46,045.65	46,046.00	300.00	0.00	0.00	0.00	0.00	46,346.00
0009	113	W/C CLERK III	36,400.00	0.00	36,400.00	0.05	1,820.00	0.00	38,220.00	38,220.00	780.00	0.00	0.00	0.00	0.00	39,000.00
0010	113	W/C CLERK II	31,517.00	0.00	31,517.00	0.05	1,575.85	0.00	33,092.85	33,093.00	300.00	0.00	0.00	0.00	0.00	33,393.00
0011	113	W/C CLERK II	31,517.00	0.00	31,517.00	0.05	1,575.85	0.00	33,092.85	33,093.00	480.00	0.00	0.00	0.00	0.00	33,573.00
~~0012~~	~~113~~	~~SECRETARY~~	~~25,552.00~~	~~0.00~~	~~25,552.00~~	~~0.05~~	~~1,277.60~~	~~722.40~~	~~27,552.00~~	~~27,552.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~27,552.00~~
0013	113	CHIEF ADMINISTRATOR	5,200.00	0.00	5,200.00	0.05	260.00	0.00	5,460.00	5,460.00	21.43	0.00	0.00	0.00	0.00	5,481.43
0014	113	RISK MANAGEMENT SPECIALIST	37,000.00	0.00	37,000.00	0.05	1,850.00	0.00	38,850.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			268,239.00	0.00	268,239.00		13,411.95	722.40	282,373.35	243,524.00	2,301.43	0.00	0.00	4,000.00	0.00	249,825.43

Approval to delete one (1) regular full-time secretary position, slot #0012, budgeted salary \$27,552.00. Pending CC approval.

**HIDALGO COUNTY
HIDALGO COUNTY BUDGET OFFICE**

Job Title: **Workers' Compensation
Division Secretary**

FLSA Status: **Non-Exempt**

Dept No: 115-065

Civil Service Status: **Non-Exempt**

SUMMARY:

This is a basic secretarial/clerical position involved with the daily operation of the Workers' Compensation Division. It is under general supervision. This position does not have any supervision responsibilities.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Acts as receptionist; answers telephone and provides general information;
- Performs all functional responsibilities designated by Workers' Compensation Coordinator or designee;
- Maintain confidentiality of information discussed and/or documented within the Workers' Compensation Division.
- Assists the Coordinator and staff with filing, faxing, and making copies;
- Coordinates and schedules appointments for the Workers' Compensation Coordinator
- Regular attendance is a must
- Ability to work well with others

QUALIFICATION REQUIREMENTS:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties and responsibilities;

EDUCATION and/or EXPERIENCE

- High School Diploma or GED;
- Must have good computer skills;
- Must have good communication skills;
- Modern office procedures, methods and computer equipment
- Specialized clerical skills required
- Bilingual is preferred;

CERTIFICATES, LICENSES, REGISTRATIONS

- Employee must have a current valid Texas Motor Vehicle Operator's License and must have liability insurance;
- Must be able to be insured by the County's Insurance carrier;

OTHER SKILLS AND ABILITIES

- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the county;

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job;

While performing the duties of this job, the employee is required to talk or hear. The employee is required to stand. The employee is required to walk; sit; use hands to finger, handle, or feel objects, tools, or controls; reach with hands and arms; climb or balance; stoop, and kneel;

The employee must occasionally lift and/or move over twenty-five (25) pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus;

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job;

The noise level in the work environment is usually moderate;

SAFETY REQUIREMENTS:

Maintain physical condition appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time;
- operating assigned equipment;

Maintain mental capacity which permits:

- making sound decisions and using good judgment;
- handling financial affairs effectively and honestly;
- maintaining confidentiality;
- demonstrating intellectual capabilities;

Effectively handle a work environment and conditions which involve:

- working closely with others;
- working in a multi-task environment;

Maintain effective audio-visual discrimination and perception needed for:

- making observations;
- reading and writing;
- operating assigned equipment;
- communicating with others;

ACCIDENT PREVENTION PROGRAM:

Required to follow all departments' safety regulations;

AI-15690

25.4.

**Contract Amendment For C-09-009-03-03-Guerra Construction
CC REGULAR**

Date: 06/02/2009

Submitted By: Vangie Garcia, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Presentation for discussion, consideration and approval of an amendment to service contract C-09-009-03-03 between Hidalgo County and Ricardo R. Guerra, dba, Guerra Construction Co.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009

ACCT. #: 9-1201-431-00-121-005-0-433

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available Balance as of 5-28-09 \$62,512.68

Attachments

Link: Original Contract-Guerra Construction Co.

Link: Amended Contract-Guerra Construction Co.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	05/28/2009 01:57 PM	APRV
2	Budget & Management	Veronica Lopez	05/28/2009 02:57 PM	APRV
3	Ivan Cantu	Ivan Cantu	05/29/2009 10:58 AM	APRV
4	Auditor's Office		05/29/2009 05:34 PM	NEW

Form Started By: Vangie Garcia
Started On: 05/27/2009 12:01 PM

Final Approval Date: 05/29/2009

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**SERVICE CONTRACT
C-09-009-03-03**

THIS CONTRACT is made and entered into this **12th** day of **March, 2009**,
by and between the **County of Hidalgo, Texas** ("County"), and **Ricardo R. Guerra dba
Guerra Construction CO.** ("Sole Proprietor").

WHEREAS, Company responded to request for bids for "**New & Used Guard Rail
Beam Materials & Installation**"(the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the
specifications as bid, a copy of such specifications and bid being attached hereto as
Exhibits "A" and "B ("Vendor's Bid")" respectively, and incorporated herein for all purposes
(the "RFB Packet"); and

WHEREAS, in recognition of and in consideration of Company's agreement to
perform the Services in accordance with Specifications, the Commissioners Court of County
awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further
consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agrees that this Contract is entered into in order
to provide the Service to locations within Hidalgo County and other Hidalgo County sites as
specified in Exhibit "A" for "**New & Used Guard Rail Beam Materials & Installation**"

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 **Elected Official, Department Head or his designated agent(s)**. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning **March 11, 2009** and ending **March 10, 2010** and may be extended at the sole discretion of County for an additional one (1) year period, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. County also reserves the right to continue this bid for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having

jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and

that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539**

If to Company **Guerra Construction
Attn. Mr. Ricardo Guerra
6700 N. Mile 3 ½ W
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 County without cause upon thirty (30) days written notice.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this ____ day of _____, 2009.

COUNTY OF HIDALGO

By:

Juan D. Salinas, III, County Judge

ATTEST:

Arturo Guajardo, Jr. County Clerk

COMPANY: Guerra Construcción

By:

Printed Name: Ricardo Guerra

Title:

APPROVED AS TO FORM:

By:

Antonio Mendoza, Assistant District Attorney

Approved by Commissioners Court:

3/3/09

RFB PACKET



PURCHASING DEPARTMENT
County Of Hidalgo

February 02, 2009

Re: **HIDALGO COUNTY**
Request for Bids -"**REQUEST FOR NEW & USED GUARD RAIL BEAM**
MATERIALS & INSTALLATION" (including all funding sources, programs, and
entities)
Bid No: 09-009-02-18-YZV

Dear Respondents:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/yzv

Enclosures

(Faint, illegible text)

(Faint, illegible text)



PURCHASING DEPARTMENT
County Of Hidalgo

**REQUEST FOR BID (RFB)
CHECKLIST**

**HIDALGO COUNTY "NEW & USED GUARD RAIL BEAM MATERIALS &
INSTALLATION"**

Bid No: 09-009-02-18-YZV

1. Request for Bid Letter.
2. Request for Bid, Legal Notice, consisting of 8 pages.
3. Exhibit "A" Specifications consisting of 3 page.
4. Non-Collusion Affidavit of Prime Bidder, consisting of 1 page.
5. Exhibit "B" Bid Page consisting of 1 page.
6. Exhibit "C" Insurance Requirements consisting of 4 pages.
7. Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of 1 page.
8. Vendor/Bidder Application and W-9 form consisting of 6 pages.
9. Draft Service Contract consisting of 5 pages.
10. Prevailing Wage Legal Requirements, consisting of 2 pages.
11. Certification Regarding Debarment 1 pages.
12. Bid Specifications (Tx. DOT-Standard Sheets & Design Details), consisting of 11 pages.

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar *Per*

Martha L. Salazar, CPPB
Purchasing Agent

JAN 27 2009

Date

Bid No: 09-009-02-18	Buyer: Yolanda Velasquez	Tel. No: (956) 318-2626

FOR NEW &
USED GUARD RAIL BEAM MATERIALS & INSTALLATION

REQUEST FOR BIDS

HIDALGO COUNTY DEPARTMENT "NEW & USED GUARD RAIL BEAM MATERIALS & INSTALLATION" (Including all Funding Sources, Programs and Entities)

BID OPENING DATE:
February 18, 2009

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Bus Hwy 281 New Administration Building
Edinburg, Texas 78539
956 318-2626

Form HCPD-03

LEGAL NOTICE

BID NO: 09-009-02-18-YZV

1. Sealed bids will be received for **"HIDALGO COUNTY – NEW & USED GUARD RAIL BEAM MATERIALS & INSTALLATION"** (including all Funding Sources, Programs and Entities) in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.
2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID-09-009-02-18-YZV- HIDALGO COUNTY- NEW & USED GUARD RAIL BEAM MATERIALS & INSTALLATION"** and in County's Purchasing Department, 2812 S Business Highway 281, Edinburg, Texas, 78539 **on or before 9:30 a.m., WEDNESDAY, FEBRUARY 18, 2009. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "REQUEST FOR BIDS-09-009-02-18-YZV- RFB-NEW & USED GUARD RAIL BEAM MATERIALS & INSTALLATION FOR HIDALGO COUNTY"**. Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County. Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County.
3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."
4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.
5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize

himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties and service data with their bid including catalogue numbers and any necessary references.
7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.
9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.
10. County reserves the right to accept or reject any or all bids.
11. Costs are to be net F.O.B., County Prepaid.
12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.
15. DELIVERY INSTRUCTIONS:
 - No deliveries accepted after 3:00 P.M., Monday-Friday.
 - At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.

- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
 - b) Name and address of successful bidder
 - c) Name and address of receiving department or official
 - d) Purchase Order Number (if any)
 - e) Notation - **"HIDALGO COUNTY-NEW & USED GUARD RAIL BEAM MATERIALS & INSTALLATION"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

Hidalgo County Auditor's Department
ATTN.: Ray Eufrazio, CPA
2802 S Business Hwy 281
Edinburg, Texas 78539
956-318-2511

17. Schedule of Events

Bid Opening, 9:30 AM **February 18, 2009**
Award of Contract _____, 2009
Commence Work or Deliver Products _____, 2009

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.
- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.

- If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.
- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor shall provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.
- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.
- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.
- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person,

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

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Clossner, Edinburg, Texas 78539-Hidalgo County Courthouse

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:
 - Possess or is able to obtain adequate financial resources as required to perform under the bid;
 - Be able to comply with the required or proposed delivery schedule;
 - Have a satisfactory record of performance;
 - Have a satisfactory record of integrity and ethics;
 - Be otherwise qualified and eligible to receive an award.
24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
25. Any contract award to a successful bidder will be in effect until (a) the contract expires,

(b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

- 26.** County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:
- A. Meet schedules;
 - B. Pay any required fees or taxes; or
 - C. Otherwise perform in accordance with the specifications.
- 27.** Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.
- 28.** Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
- 29.** This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
- 30.** The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
HIDALGO COUNTY
"New & Used Guardrail Beam Materials & Installation"
(Including all Funding sources, Programs and Entities)
BID NO.: 09-009-02-18-YZV

February 18, 2009

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

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"
SPECIFICATIONS/REQUIRMENTS
HIDALGO COUNTY
"New & Used Guard Rail Beam
Materials & Installation"

RFB: 2009-009-02-18-YZV

EXHIBIT "A"
HIDALGO COUNTY
"NEW & USED GUARD RAIL BEAM MATERIALS & INSTALLATION"
(Including all funding sources, Programs and Entities)
BID NO.: 2009-009-02-18-YZV
S P E C I F I C A T I O N S

1. The county of Hidalgo reserves the right to partially award the contract in order to meet the budget.
2. It shall be the Contractor's responsibility to locate underground utilities, whether shown or not shown on the drawings, sufficiently in advance of operations to preclude damage to same.
3. Water, sewer, or other utility services shall not be interrupted. Any damages to existing utilities will be Contractor's responsibility.
4. In the event of damage to underground facilities, whether shown or not shown in the drawings, the Contractor shall make the necessary repairs to place the facilities back in service and not increase in the Contractor's price and all such repairs conform to the requirements of the company or agency servicing the facility.
5. The Contractor shall exercise extra care to prevent damage to all other structures in the area including buildings, fence, roads, pipelines, utilities, etc., whether publicly or privately owned.
6. Until Acceptance by Hidalgo County of any part or all of the Construction, as provided for in the plans and these specifications, it shall be under charge and care of the contractor, and he shall take every necessary precaution against injury or damage to any part of the work. The Contractor shall rebuild, repair, restore or make good, at his own expense, all injuries or damage to any portion of the work before its completion and acceptance.
7. In case the Contractor deems extra compensation is due him for proposed work not covered in the contract, the Contractor shall notify Hidalgo County in writing of his claim for such extra compensation before he begins the work. Failure on the part of the Contractor to give such notification shall constitute a waiver of claim for such extra compensation. The Contractor shall not proceed until a written Change Order is approved by Hidalgo County and Contractor.
8. Prospective bidders shall make a careful examination of the project sites.
9. Contractors shall review his overall method and schedule of construction with the County prior to construction for proper coordination of inspection.
10. The Contractor shall at all times provide access to existing homes.
11. No open trenches or excavation shall be left open overnight.
12. The contractor will provide all labor and materials for the subgrade preparation and for preparation of the caliche base. The Precincts will be responsible for placement of Prime Coat

and Hot Mix Asphaltic Concrete or the prepared caliche base. The Contractor shall coordinate this work with the designated precinct's foreman.

13. The initial contract term for this project will be for one (1) year with the County's option to extend for an additional one (1) year terms.
14. The contract shall remain in effect until contract expires, delivery/completion of services ordered or terminated by either party with a thirty (30) day written notice prior to any cancellation.
15. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions.
16. Hidalgo County reserves the right to award to one (1) or MULTIPLE vendors which ever is more valuable to the County.
17. Hidalgo County reserves the right to add/delete items as it deems to be in the best interest of the County.
18. Items may be substituted by vendors but, must be **equal or better** and must be approved by the Hidalgo County if quoted item is out of stock.

19. **Market Volatility and Unit Price Adjustment:**

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 to prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

- A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) Price Reduction: Vendor shall notify the County at the time when the Vendor's costs for

items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) Timeframe for Adjusted Price Increases: Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within then (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) Allowable Review Periods: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5) Dollar Limit to Price Changes: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

20. All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding quotes, bids proposals or statements or qualifications be addressed to, Yolanda Velasquez Buyer, Physical Address: 2802 S. Business Hwy. 281, Edinburg, TX Postal/Mailing Address: 2812 S. Business Hwy 281, New Administration Building, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, February 11, 2009 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, February 13, 2009 by 5:00 p.m.

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of)

County of.....)

_____, being first duly sworn,
deposes and says that:

(1) He is _____, of
_____, the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of this
attached bid and of all pertinent circumstances respecting such bid;

(3) Such bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents,
representative:, employees or parties in interest, including this affiant, has in any way
colluded, conspired a collusive or sham Bid in connection with the Contract for which
the attaché Bid has been submitted or to refrain from bidding in connection with such
Contract, or has in any manner, directly or indirectly, sought by agreement or collusion
or communication of conference with any other Bidder, firm or person to fix the price or
prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost
element of the Bid price or the Bid price of any other Bidder, or to secure through any
collusion, conspiracy, connivance or unlawful agreement any advantage against the
Owner or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are
not tainted by any collusion, conspiracy, connivance, connivance or unlawful agreement
on the part of the Bidder or any of its agents, representatives, owners, employees, or
parties in interest, including this affiant.

formed respecting the

(Signed) _____

(Title)

Subscribed and sworn to before me on this _____

Day of _____

Title

EXHIBIT "B"

BID PAGE

**HIDALGO COUNTY
REQUEST FOR BID**

**"New & Used Guard Rail Beam
Materials & Installation"**

RFB: 2009-009-02-18-YZV

BID PAGE

EXHIBIT "B"
HIDALGO COUNTY
**"NEW & USED GUARD RAIL BEAM MATERIALS &
INSTALLATION"**

(Including all funding sources, programs, and entities)

BID NO: 09-009-02-18-YZV

~~never non Friday~~

BID PAGE

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable
INCOMPLETE submittals shall be considered a probable cause for disqualification.

NEW & USED GUARD RAIL
(Costs to include Materials & Installation)

Item Description	Unit	Unit Bid Price
New Guard Rail	LF	\$
New Guard Rail (Curved)	LF	\$

Item Description	Unit	Unit Bid Price
Used Guard Rail	LF	\$
Used Guard Rail (Curved)	LF	\$

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE N°: _____ **FAX N°:** _____

CELLULAR N°: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

EXHIBIT "C"

INSURANCE REQUIREMENTS

**HIDALGO COUNTY
REQUEST FOR BID**

**"New & Used Guard Rail Beam
Materials & Installation"**

RFB: 2009-009-02-18-YZV

REQUEST

EXHIBIT "C"

Insurance Requirements

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar (\$500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.
2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars (\$300,000.00) per person and Five Hundred Thousand Dollars (\$500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand (\$500,000.00) arising out of the services provided to County hereunder.
3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

Hidalgo County for
policy of insurance

ACORD		CERTIFICATE OF INSURANCE		DATE (MM/DD/YY)
PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.		
INSURED		INSURERS AFFORDING COVERAGE		
		INSURER A:		
		INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		

COVERAGES					
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THEIR TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY				EACH OCCURRENCE \$
	☐ COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$
	☐ CLAIMS MADE OCCUR				ALL DIS (Any one person) \$
	☐ OWNERS & CONT PROT				PERSONAL & ADV INJURY \$
	☐ OWNER'S PROTECTIVE LIABILITY				GENERAL AGGREGATE \$
	☐ GEN'L AGGREGATE LIMIT APPLIES PER POLICY PROJECT ☐ LOC				PRODUCTS - COMP/OP \$
B	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO				BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	☐ SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	☐ HIRED AUTOS				
	☐ NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY EA ACCIDENT \$
	☐ ANY AUTO				OTHER THAN EA ACC AGG \$
C	EXCESS LIABILITY				EACH OCCURRENCE \$
	☐ OCCUR ☐ CLAIMS MADE				AGGREGATE \$
	☐ DEDUCTIBLE				\$
	☐ RETENTION \$				\$
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				WC STATUS: ☐ OTHER
					EL EACH ACCIDENT \$
					EL DISEASE EA EMPLOYEE \$
					EL DISEASE POLICY LIMIT \$
	OTHER				
DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS					
County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.					
CERTIFICATE HOLDER		ADDITIONAL INSURED; INSURER LETTER:		CANCELLATION	
Hidalgo County				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.	
Attn: Purchasing Department				AUTHORIZED REPRESENTATIVE	
2812 S Highway Bus. 281					
Edinburg, Texas 78539					

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- ☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners= Court;
- ☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners= Court; currently carry the following:

Automobile Liability: \$ _____ General Liability: \$ _____

- ☐ have already been met, see attached copy of insurance certificate.

Authorized Representative

Date

Notice to Bidder:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

Authorized Signature

Date

Company

Address

City, State, Zip

order to expedite the
to the disc

EXHIBIT "D"

CIQ FORM

HIDALGO COUNTY

"New & Used Guard Rail Beam
Materials & Installation"

RFB: 2009-009-02-18-YZV

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐

Yes

☐

No

B Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐

Yes

☐

No

C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐

Yes

☐

No

D Describe each employment or business relationship with the local government officer named in this section

4

Signature of person doing business with the governmental entity

Date

Adopted 06/29/2007

2009-009-

**BIDDER/VENDOR
APPLICATION AND W-9**

HIDALGO COUNTY

RFB: 2009-009-02-18-YZV

2009-009-
02-18-YZV

1-1-2010

**HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application**

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name: _____		Telephone No. () _____	
dba Name: _____			
Legal Name: _____			
Mailing Address : _____		Fax No. () _____	
Physical Address: _____			
City, State, Zip _____		Tax I.D. No. _____	
Remit to Address : _____		City, State, Zip _____	
E-Mail Address: _____			
Representative(s) Name(s) & Title(s) _____			
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation			
Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify _____			
State Identification No. _____		(Please attached completed W-9 form with this application)	
Federal Identification No. or (if individual) SS No. _____			
State of Incorporation: _____		Date: _____ Other: _____	
Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify _____			
<u>Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:</u>			
<u>Small and/or Disadvantaged Business Information (check application criteria)</u>			
<u>Small Business:</u>		<u>Disadvantaged Business (At Least 51% Ownership)</u>	
☐ Less than 125,000 annual gross receipt	☐ Black American	☐ Native American	
☐ Less than 250,000 annual gross receipt	☐ Hispanic American	☐ Women	
☐ Less than 499,000 annual gross receipt	☐ Asian Pacific American	☐ Other	
☐ More than 500,000 annual gross receipt			
Have you been certified as a HUB or an MBE/WBE source?:		☐ Yes	☐ No
Indicate Certification No.(s): _____		or are Certificate(s) attached?: ☐ Yes ☐ No	
What type of product(s) is/are solicited by your company?: _____			
Would you like to be provided with specifications for procurements of such products?:		☐ Yes	☐ No
<u>To Be Completed by the County: Rec'd by (Purchasing): _____ Date Rec'd by (Purchasing): _____</u>			
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: _____

**Request for Taxpayer
Identification Number and Certification**

Give form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶	☐ Exempt from backup withholding
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
or								
Employer identification number								

Part II Certification

Under penalties of perjury, I certify that:

- 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 ▶

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.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.socialsecurity.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

DRAFT CONTRACT

HIDALGO COUNTY

RFB: 2009-009-02-18-YZV

DRAFT CONTRACT

THE STATE OF TEXAS

§

COUNTY OF HIDALGO

§

§

SERVICE CONTRACT

C-09-009-02-18

THIS CONTRACT is made and entered into this _____ day of _____, by and between the **County of Hidalgo, Texas** ("County"), and _____ ("Company").

WHEREAS, Company responded to request for bids for _____ (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 Service to locations within Hidalgo County and other Hidalgo County sites as specified in Exhibit "B" for _____. 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 **Elected Official, Department Head or his designated agent(s)**. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning _____ and ending _____ 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. County and Seller agree that either party may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

5. 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.

6. 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.

7. 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.

8. 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.

9. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

10. 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.

11. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

12. 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.

13. 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

14. 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.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this ____ day of _____, 2009.

County of Hidalgo

COUNTY OF HIDALGO

ATTEST:

By: _____
Juan D. Salinas, III, County Judge

Arturo Guajardo, Jr. County Clerk

COMPANY: _____

By: _____

Printed Name: _____

Title: _____

Approved by Commissioners Court on, _____

APPROVED AS TO FORM:

Atlas & Hall, LLP

By: _____

PREVAILING WAGE LEGAL REQUIREMENTS

The Contractor's attention is called to Article 5159A and 5160 of the Revised Civil Statutes of Texas, which Statutes must be complied with. These articles are as follows:

ARTICLE 5159A:

SECTION 1. Not less than the general prevailing rate of per diem wages for work of similar character in the locality which the work is performed and not less than the general prevailing rate of diem wages for legal holiday and overtime work, shall be paid to all laborers, workmen and mechanics employed by or on behalf of any County, City, and County, City, Town, District or other political subdivision of the State, engaged in the construction of public works, exclusive of maintenance work. Laborers, workmen, and mechanics employed by contractors or subcontractors in the execution of any contract or contracts for public works with the State, or any County, City and County, City, Town, District or other political subdivision of this State, or any officer or public body thereof, or on the execution of any contract or contracts for public works, with any County, City and County, City, Town, District or other political subdivision of this State, or any officer or public body thereof, shall be deemed to be employed upon public work.

SECTION 2. The Public body awarding any contract for public work on behalf of the State, or on behalf of any County, City and County, City, Town, District or other political subdivision thereof, or otherwise undertaking any public work, shall ascertain the general prevailing rate of per diem wages in the locality in which the work is to be performed for each craft or type of workmen or mechanic needed to execute the contract, and shall specify in the call for bids for said contract, and in the contract itself, what the general prevailing rate of per diem wages in the said locality is for each craft or type of workmen needed to execute the contract, and shall specify in the call for bids for said contract, and in the contract itself, what the general prevailing rate of diem wages in the said locality is for each craft or type of workmen needed to execute the contract, also the prevailing rate for legal holiday and overtime work, and it shall be mandatory upon the Contractor to whom the contract is awarded, and upon any subcontractor under him, to pay not less than the said specified rates to all laborers, workmen and mechanics employed for each calendar day, or portion thereof, such laborer, workmen and mechanics employed for each calendar day, or portion thereof, such laborer, workman or mechanics is paid less than the stipulated rates for any work done under said contract, by paid less than the stipulated rates for any work done under said contract, by him, or by any subcontractor under him and the said public body awarding the contract shall cause to be inserted in the contract a stipulation to this effect. It shall be the duty of such public body awarding the contract, and its agents and officers to take cognizance of complaints of all violations of the provisions of this Act committed in the course of the execution of the contract, and when making payments to the contractor of moneys becoming due under said contract to withhold and retain therefrom all sums and amounts which shall have been forfeited pursuant to the herein said stipulation and the terms of this Act; provided, however, that no sum shall be withheld, retained or forfeited, except from the final payment, without a full investigation by the awarding body. It shall be lawful for any contractor to withhold from any subcontractor under him sufficient sums to cover any penalties withheld from him by the awarding body on account of said subcontractor's failure to comply with the terms of this Act, and if payment has already been made to him the contractor may recover from him the amount of the penalty or forfeiture in a suit at law.

SECTION 3. The contractor and each subcontractor shall keep, or cause to be kept, an accurate record showing the name and occupations of all laborers, workmen and mechanics employed

by him, in connection with the said public work, and showing the actual per diem wages paid to each such workers, public body awarding the contract, its officers and agents.

SECTION 4. Any contractor or repair work done under contract, and paid for in whole or in part out of public funds, other than work done directly by any public utility company pursuant to order of the Railroad Commission or other public authority, whether or not done under public supervision or direction or paid for wholly or in part out of public funds, shall be held to be "public works" within the meaning of political funds, shall be held to be highway, road, excavation, or other structures, project, development or improve is situated in all cases in which the contract is awarded by the states, or any public body thereof, and shall be held to mean the limits of the County, City and County, City, Town, District or other political subdivision on whose behalf the contract is awarded in all other cases. The term "general prevailing rate of per diem wages" shall be the rate determined upon as such rate by the public body awarding the contract, or authorizing the work, whose decision in the matter shall be final. Nothing in this Act, however, shall be constructed to prohibit the payment to any laborer, workman or mechanic employed on any public work as aforesaid of more than the said general prevailing rate of wages.

ARTICLE 5160. Bond for Wages:

Any person or person, firm or corporation, entering into a formal contract with his State or its counties or school districts or other subdivisions thereof or any municipality therein for the construction of any public building, or the prosecution and completion of any public work shall be required, before, commencing such work, to execute the usual Penal Bond, with additional obligation that such contractor shall promptly make payments to all persons supplying him or them with labor and materials in the prosecution of the work provided for in such contract. Any person, company, or corporation who has finished labor or material used in the construction or repair of any public building or public work, and payment for which has not been made, shall have the right to intervene and be made a party to any action instituted by the State or any adjudicated in such action and judgment of the State or municipality.

If the full amount of the liability of the surety on said bond is insufficient to pay the full amount of said claims and demands, then after paying the full amount due to the State or municipality, the remainder shall be distributed pro-rata among said interveners. Provided, further, that all claims for labor and materials furnished to said Contractors, and all claims for labor and material furnished to any contractor shall be itemized and sworn to as required by County, in which said work is being prosecuted, within ninety days from the date of the delivery of said material and lien record, the name of the claimant, the amount claimed, the name of the contractor and name of the County, School District, other subdivisions, or other municipality with which contract was made; and the County Clerk shall index the claim under the name of the contractor and under the name of the County, School District, other subdivision or municipality; with which the contract was made.

Provided further, than after completion and acceptance of completed project all moneys due contractor under said contract be held by the state or its counties or school districts or other subdivision, thereof or an affidavit made by Contractor that all just bills for labor and materials under this contract has been paid in full by the Contractor.

Acts 1913, P. 185; Acts 1929, 41st leg., P. 4881, Ch. 22 paragraph 1.

DEBARMENT

HIDALGO COUNTY

RFB: 2009-009-02-18-YZV

**Certification
Regarding Debarment, Suspension and Ineligibility**

As is required by the Federal Regulations, Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76; Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: _____

Print Name: _____

Title: _____

Telephone Number: _____

Date: _____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

TX. DOT SPECIFICATIONS

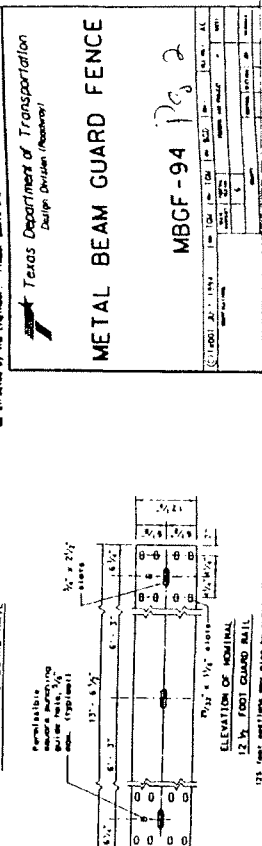
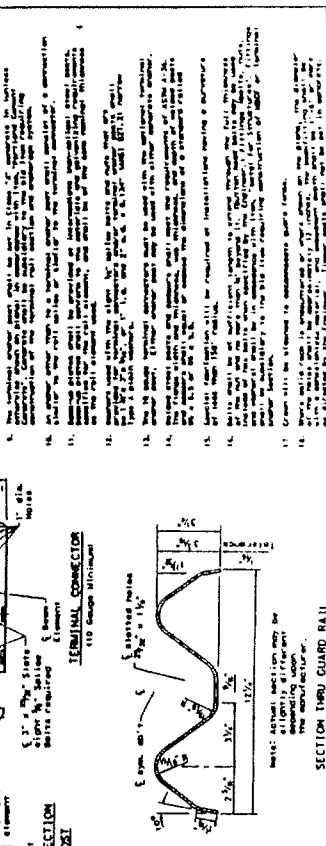
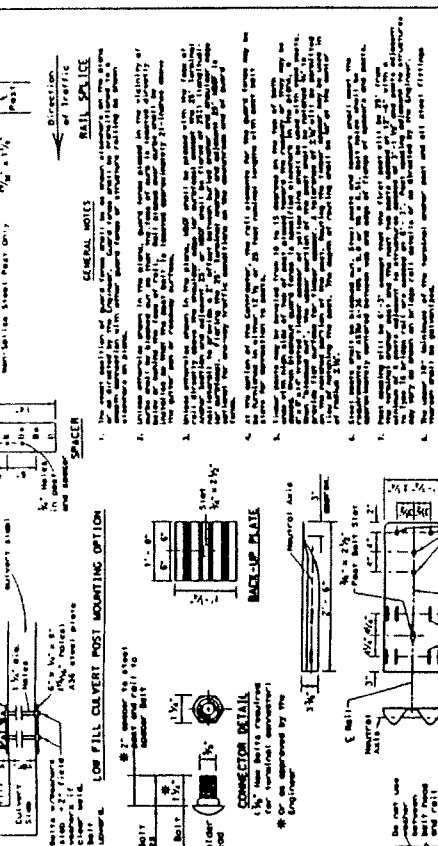
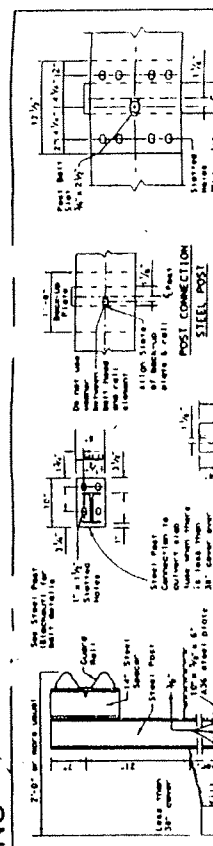
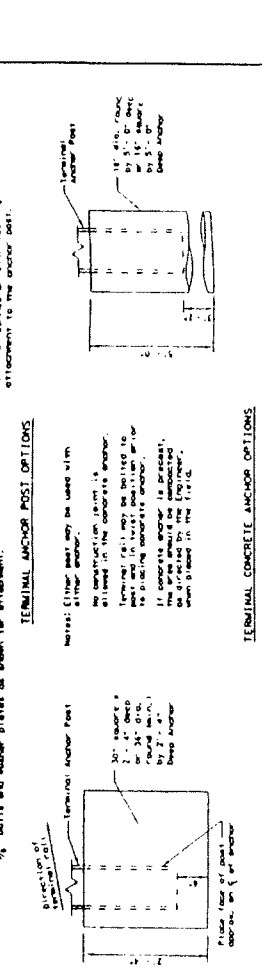
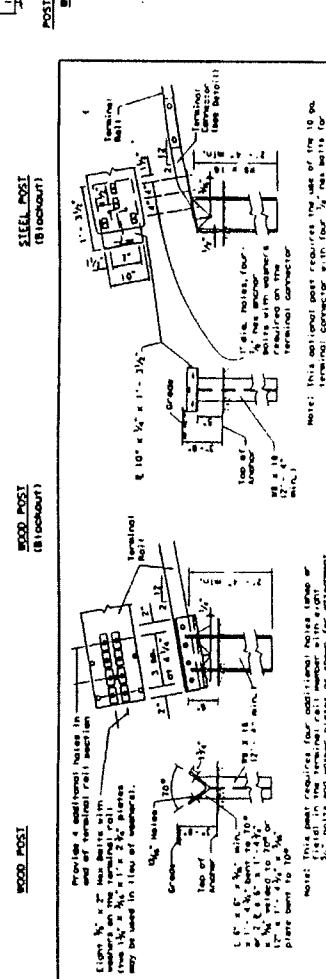
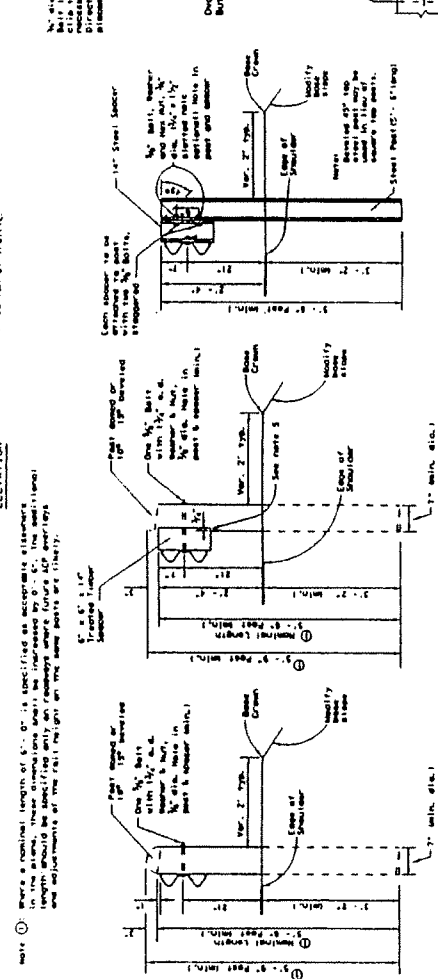
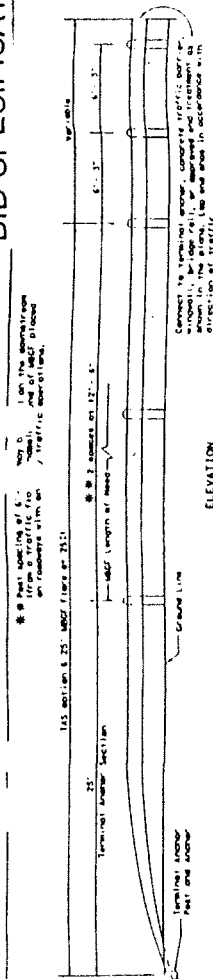
TITLE	DESCRIPTION
BARRIER (FLEXIBLE)	
MBCF-94	Metal Beam Guard Fence
GF RRSPI-96	Metal Beam Guard Fence, Railroad Signal Protection
EMM HBF-74	Expanded Metal Mesh Headlight Barrier Fence
CA HBF-69	Control-of-Access Headlight Barrier Fence
BCD-91	Bridge End Details
CLF-00	Chain-Link Barrier Fence, 4 and 6 Foot Height
BARRIER (RIGID)	
CTBI(1)-99	Concrete Traffic Barrier, Type 1, Precast or Cast-in-Place (Bridge)
CTB(2)-92	Concrete Traffic Barrier, Types 2 & 3, Roadway CTB Cast-in-Place
CTBI(3)-00	Concrete Traffic Barrier, Type 2, Roadway CTB at Light Poles
CTBI(4)-00	Concrete Traffic Barrier, Bridge and Roadway with Illumination
PCTB(1)-90	Precast Concrete Traffic Barrier, Type 2
PCTB(2)-96	Precast Concrete Traffic Barrier, Type 2
PCTB(3)-94	Precast Concrete Traffic Barrier, Type 3
HBF(CTB)-81	Headlight Barrier Fence, Mounted on Concrete Traffic Barrier
CBR(PMP)-87	Concrete Barrier Rail (Portable and Precast)
SSCB(1)-99	Single Slope Concrete Barrier, Type 1 (Bridge)
SSCB(2)-00A	Single Slope Concrete Barrier, Type 2
SSCB(3)-00	Single Slope Concrete Barrier, Type 3 (Cast-in-Place at Bridge Ends or Median Obstructions)
SSCB(4)-00	Single Slope Concrete Barrier, Type 4 (Cast-in-Place, Bridge and Roadway with Illumination)
LPCB(1)-92	Low Profile Concrete Barrier (Portable and Precast) (Sheet 1 of 2)
LPCB(2)-92	Low Profile Concrete Barrier (Portable and Precast) (Sheet 2 of 2)
END TREATMENTS/ATTENUATORS/CRASH CUSHIONS	
SCT(7)-01	Single Guardrail Terminal (ET-2000 PLUS)
SCT(8)-01	Single Guardrail Terminal (SKT 350)
GACR(1)-97	Crash Cushion Attenuating Terminal Details (Sheet 1 of 2)
CACB(2)-97	Crash Cushion Attenuating Terminal Details (Sheet 2 of 2)
CATC(1)-97	Crash Cushion Attenuating Terminal Details (Sheet 1 of 2)
CATC(2)-97	Crash Cushion Attenuating Terminal Details (Sheet 2 of 2)
BRST(1)-94	Breakmaster System Terminal Details
BRST(2)-94	Breakmaster System Terminal Details
QUAD(1)-99	Quadguard System (Narrow)
QUAD(W)-99	Quadguard System (Wide)
AGELITE(NI)-99	Quadguard (Elite) System (Narrow)
AGELITE(WI)-99	Quadguard (Elite) System (Wide)
REACT(IN)-00	Reusuable Energy Absorbing Crash Terminal (Narrow REACT 350) (2 Sheets)
TITLE	DESCRIPTION
PAVEMENTS	
BAS-94	Bridge Approach Slab (2 Sheets)
CPCR(1)-94	Concrete Pavement Details, One Layer Steel Placement
CPCR(2)-94	Concrete Pavement Details, Two Layer Steel Placement
FDRCP-94	Full Depth Repair of Concrete Pavement
CPCD-94	Concrete Pavement Details, Contraction Design
TACP(1)-99	Terminal Anchorage for Concrete Pavement
JIS-94	Concrete Paving Details, Joint Seals
ST(1)-99	Shoulder Texturing (Millied or Rolled Depressions)
ST(2)-99	Shoulder Texturing (Using Pavement Markings)
TEMPORARY EROSION	
EC(1)-93	Temporary Erosion, Control Measures (Fence & Baled Hay)
EC(2)-93	Temporary Erosion, Control Measures (Rock Filter Dams)
EC(3)-93	Temporary Erosion, Control Measures (Construction Exits)
EC(4)-93	Temporary Erosion, Control Measures (Dikes, Earthwork for Erosion Control)
EC(5)-93	Temporary Erosion, Control Measures (Swales, Earthwork for Erosion Control)
EC(6)-93	Temporary Erosion, Control Measures (Sediment Basins & Traps, Earthwork for Erosion Control)
EC(7)-93	Temporary Erosion, Control Measures (Temporary Pipe Slope Drains)
EC(8)-93	Temporary Erosion, Control Measures (Temporary Paved Flumes)
MISCELLANEOUS	
EMW-94	Earthwork Measurement at Retaining Walls
CCCG-00	Concrete Curb and Gutter and Gutter
RAMP-00B	Pedestrian Ramps (2 Sheets)
RHO-97	Ramp Handrail Details
M-92	Right-Of-Way Markers
WF(1)-94	Barbed Wire Fence and Woven Wire Fence, Timber Posts
WF(2)-96	Barbed Wire Fence and Woven Wire Fence, Steel Posts
PCF-99	Post and Cable Fence
BWI-99	Barrier Wall Inlet, Type 1
MB-96	Mailbox Mounting Details (3 Sheets), (Maintenance Division)
DESIGN DETAILS (REQUIRE THE ADDITION OF PROJECT SPECIFIC DETAILS)	
1950 MAILBOX TURNOUT DETAIL	Note: Graphics File: MBTURNOUT.DGN
1995 VEHICLE IMPACT ATTENUATOR (SAND FILLED PLASTIC MODULES)	Note: Graphics File: VIASFPM.DGN

FILE: RDMINDEX.DCM

CURRENT REVISIONS

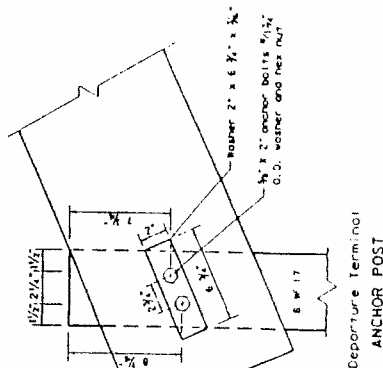
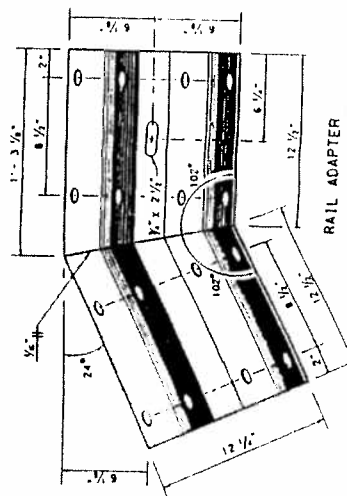
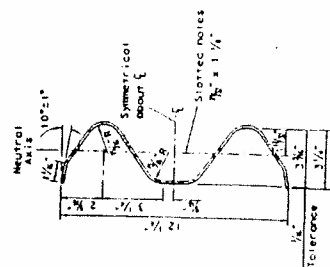
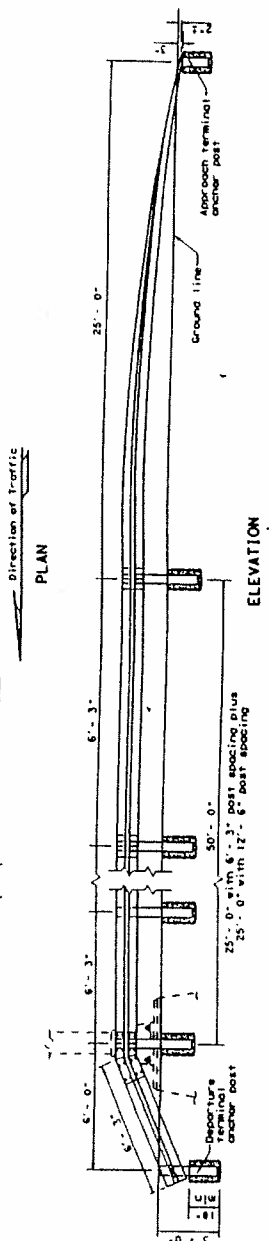
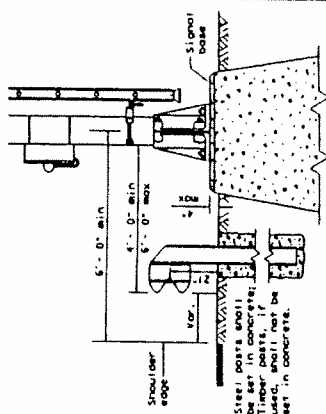
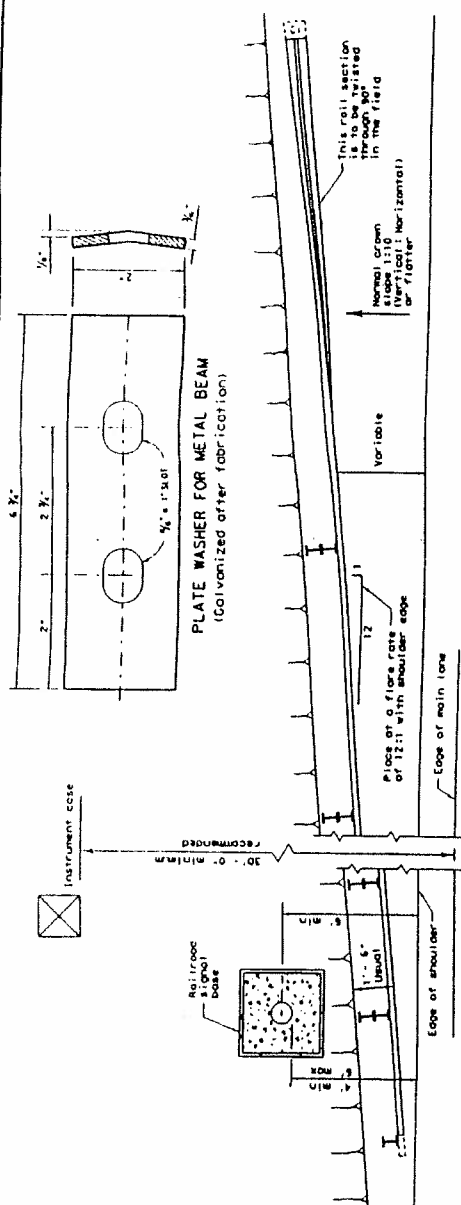
SGT(51)-97 Deleted. Not replaced.
Replaces SGT(71)-00. Revised bill of material, ET 2000 Plus
end treatment and not change.
SGT(81)-01 New SKT 350 quadrafil and treatment.
REVISED: July 2001; Contact the Design Division (512) 416-3653

REVISED: July 2001; Contact the Design Division (512) 416-2653



GENERAL NOTES

1. For metal beam guard fence details, black-pot requirements and method of termination, see latest metal beam guard fence details.
2. Timber posts may be used except for terminal installations where steel will be required.
3. The terminal anchor post and roll adapter thereon shall be galvanized as shown.
4. For utility, low speed (less than 50 mph speed limit) facilities, sagrins of guard fence may be reduced as directed by the Engineer to fit street speed and driveway location conditions.



RAIL ADAPTER END VIEW

RAIL ADAPTER
Rail - 10 gauge
Galvanized after fabrication

 Texas Department of Transportation
(Section Division (Resource))

METAL BEAM GUARD FENCE
RAILROAD-SIGNAL PROTECTION

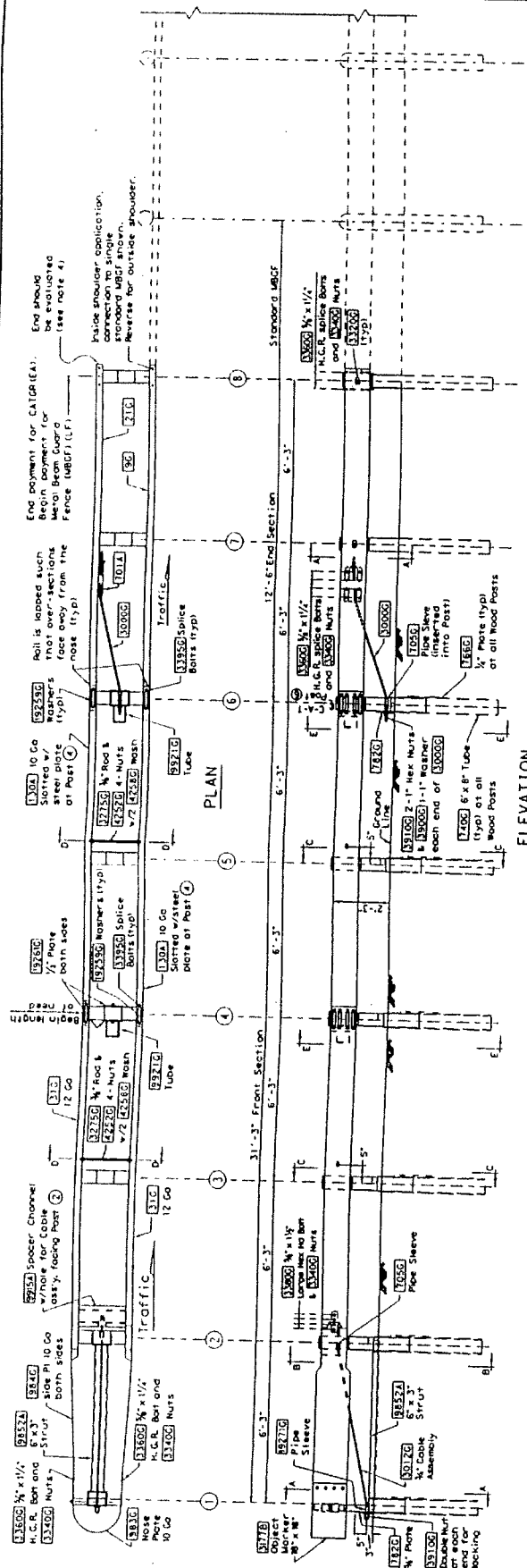
CF (RRSP) - 96

[illegible]

$R = \text{radius}$
 $D = \text{diameter}$

The use of this standard is governed by the Texas Engineering Practice No warranty of any kind is made by IABET for any purpose whatsoever. It assumes no responsibility for the conversion of this standard to forms or for incorrect results or damages resulting from its use.

BID SPECIFICATIONS



ELEVATION

End payment for CATCR(EA).
Begin payment for
Metal Beam Guard
Fence (MBGF) (LF)

DETAIL 3

Usual minimum placement to protect bridge ends

End payment for CATCR(EA).
Begin payment for
Metal Beam Guard
Fence (MBGF) (LF)

DETAIL 2

DETAIL 1

Placement at curbed locations

Texas Department of Transportation
Design Division (Roadway)

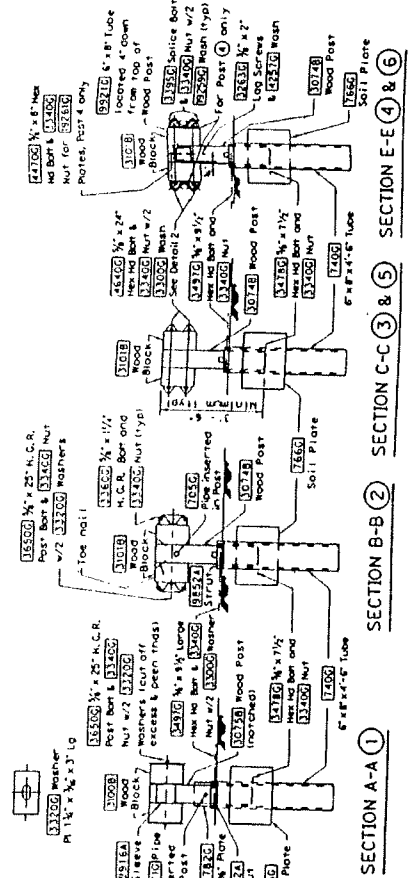
CRASH CUSHION
ATTENUATING TERMINAL
(GUARDRAIL) **PSA**
CATCR(1)-97

Sheet 1 of 2

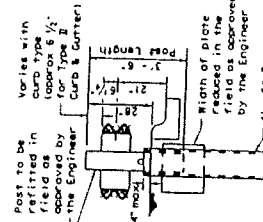
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DISCLAIMER:
The use of this standard is governed by the Texas Engineering Practice Act. No warranty or responsibility is assumed by TxDOT for any product manufacturer or other vendor or for incorrect results or damages resulting from its use.

BID SPECIFICATIONS

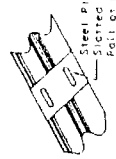


Note:
1. Posts are to be installed in accordance with the following specifications:
a. Posts shall be installed in accordance with the following specifications:
b. Posts shall be installed in accordance with the following specifications:

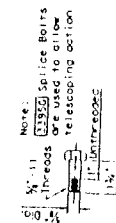


Typical CURB PLACEMENT
(See CATGR (1) Detail 2)

POSTS 7 & 8



DETAIL 1



SECTION E-E



SECTION F-F

ITEM	QTY	DESCRIPTION
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Texas Department of Transportation
Crash Division (Houston)

CRASH CUSHION
ATTENUATING TERMINAL
(GUARDRAIL)
CATGR (2) - 97

Sheet 7 of 8

DISCLAIMER:
The use of this standard is governed by the Texas Engineering Practice Act. It is the responsibility of the user to ensure that the standard is used in accordance with the Act. The user shall be responsible for any and all damages resulting from the use of this standard. The user shall be responsible for any and all damages resulting from the use of this standard.

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100-442881-1

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All measurements should be taken from bottom of marks

POST & TUBE OPTIONS		
Type I	Posts	① thru ①
Type II	Posts	② thru ②
Type III	Posts	③ thru ③

DETAIL B
Minimum placement to protect concrete on bar ends

1000

[illegible]

010000

4. 2

BID SPECIFICATIONS

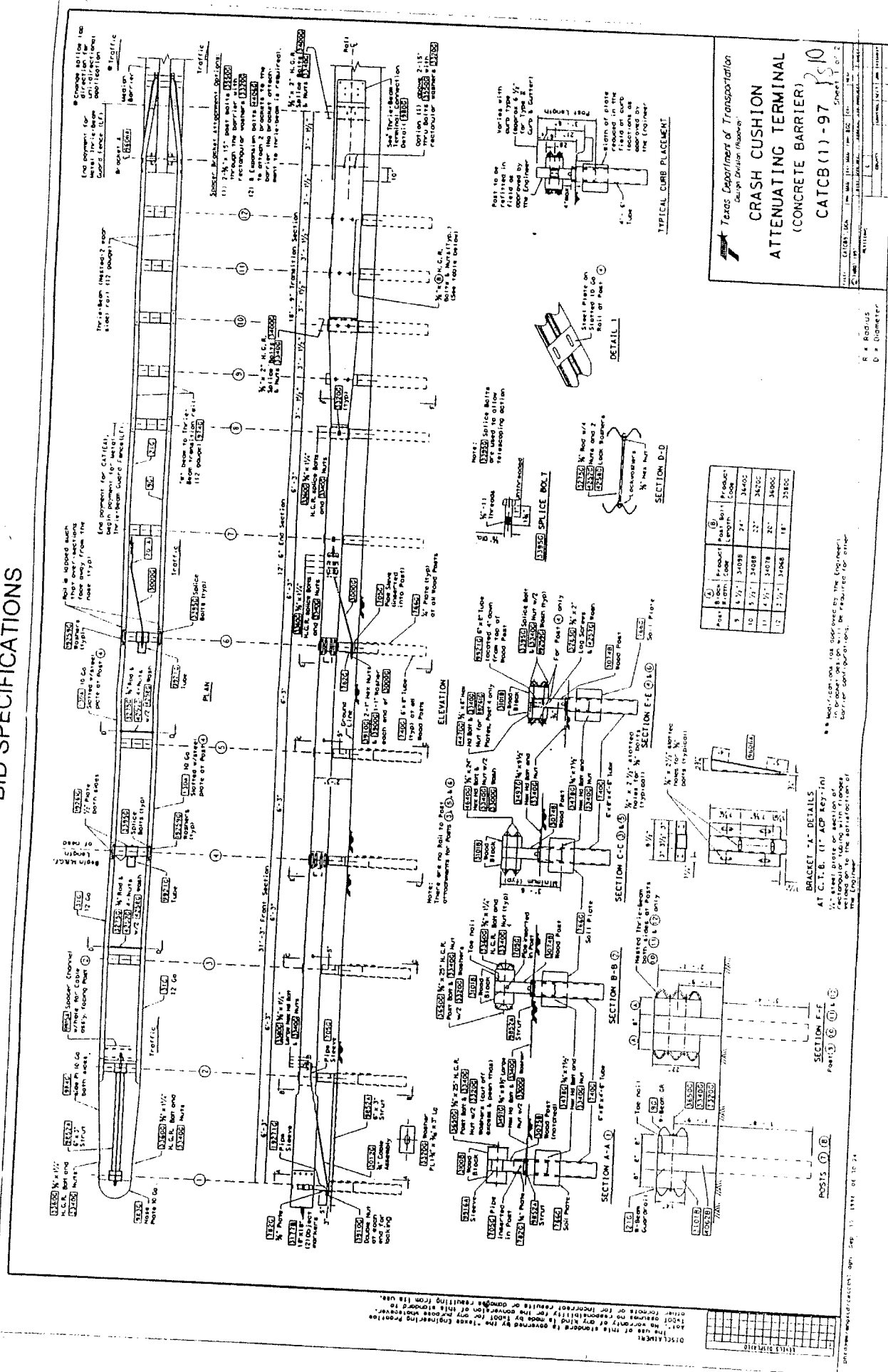


EXHIBIT "A"

SPECIFICATIONS

EXHIBIT "A"
HIDALGO COUNTY
"NEW & USED GUARD RAIL BEAM MATERIALS & INSTALLATION"
(Including all funding sources, Programs and Entities)
BID NO.: 2009-009-02-18-YZV
S P E C I F I C A T I O N S

1. The county of Hidalgo reserves the right to partially award the contract in order to meet the budget.
2. It shall be the Contractor's responsibility to locate underground utilities, whether shown or not shown on the drawings, sufficiently in advance of operations to preclude damage to same.
3. Water, sewer, or other utility services shall not be interrupted. Any damages to existing utilities will be Contractor's responsibility.
4. In the event of damage to underground facilities, whether shown or not shown in the drawings, the Contractor shall make the necessary repairs to place the facilities back in service and not increase in the Contractor's price and all such repairs conform to the requirements of the company or agency servicing the facility.
5. The Contractor shall exercise extra care to prevent damage to all other structures in the area including buildings, fence, roads, pipelines, utilities, etc., whether publicly or privately owned.
6. Until Acceptance by Hidalgo County of any part or all of the Construction, as provided for in the plans and these specifications, it shall be under charge and care of the contractor, and he shall take every necessary precaution against injury or damage to any part of the work. The Contractor shall rebuild, repair, restore or make good, at his own expense, all injuries or damage to any portion of the work before its completion and acceptance.
7. In case the Contractor deems extra compensation is due him for proposed work not covered in the contract, the Contractor shall notify Hidalgo County in writing of his claim for such extra compensation before he begins the work. Failure on the part of the Contractor to give such notification shall constitute a waiver of claim for such extra compensation. The Contractor shall not proceed until a written Change Order is approved by Hidalgo County and Contractor.
8. Prospective bidders shall make a careful examination of the project sites.
9. Contractors shall review his overall method and schedule of construction with the County prior to construction for proper coordination of inspection.
10. The Contractor shall at all times provide access to existing homes.
11. No open trenches or excavation shall be left open overnight.
12. The contractor will provide all labor and materials for the subgrade preparation and for preparation of the caliche base. The Precincts will be responsible for placement of Prime Coat

and Hot Mix Asphaltic Concrete or the prepared caliche base. The Contractor shall coordinate this work with the designated precinct's foreman.

13. The initial contract term for this project will be for one (1) year with the County's option to extend for an additional one (1) year terms.
14. The contract shall remain in effect until contract expires, delivery/completion of services ordered or terminated by either party with a thirty (30) day written notice prior to any cancellation.
15. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions.
16. Hidalgo County reserves the right to award to one (1) or MULTIPLE vendors which ever is more valuable to the County.
17. Hidalgo County reserves the right to add/delete items as it deems to be in the best interest of the County.
18. Items may be substituted by vendors but, must be **equal or better** and must be approved by the Hidalgo County if quoted item is out of stock.
19. **Market Volatility and Unit Price Adjustment:**

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 to prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

- A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) Price Reduction: Vendor shall notify the County at the time when the Vendor's costs for

items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) Timeframe for Adjusted Price Increases: Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within then (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) Allowable Review Periods: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5) Dollar Limit to Price Changes: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

20. All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding quotes, bids proposals or statements or qualifications be addressed to, Yolanda Velasquez Buyer, Physical Address: 2802 S. Business Hwy. 281, Edinburg, TX Postal/Mailing Address: 2812 S. Business Hwy 281, New Administration Building, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, February 11, 2009 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, February 13, 2009 by 5:00 p.m.

EXHIBIT "B"
BID PAGE

EXHIBIT "B"
HIDALGO COUNTY
"NEW & USED GUARD RAIL BEAM MATERIALS & INSTALLATION"

(Including all funding sources, programs, and entities)

BID NO: 09-009-02-18-YZV

BID PAGE

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable
INCOMPLETE submittals shall be considered a probable cause for disqualification.

NEW & USED GUARD RAIL
(Costs to include Materials & Installation)

Item Description	Unit	Unit Bid Price
New Guard Rail	LF	\$ 18.50
New Guard Rail (Curved)	LF	\$ 20.00

Item Description	Unit	Unit Bid Price
Used Guard Rail	LF	\$ 15.00
Used Guard Rail (Curved)	LF	\$ 17.00

BIDDER/COMPANY NAME: Guerra Construction Co.

ADDRESS: 6700 N. Mile 3 1/2 W

CITY/STATE/ZIP CODE: Weslaco TX 78596

PHONE NO: (956) 968-6773 **FAX NO:** (956) 969-9674

CELLULAR NO: (956) 607-7487

AUTHORIZED SIGNATURE: Ricardo R. Guerra

PRINTED NAME: Ricardo R. Guerra

TITLE: Owner

EXHIBIT "C"
INSURANCE DOCUMENTATION

ACORD™ CERTIFICATE OF LIABILITY INSURANCEDATE
2/3/2009PRODUCER
JAMES E. CAPT
JAMES E. CAPT & ASSOCIATES
P. O. BOX 126THIS 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.

San Juan, TX 78589-0126

INSURERS AFFORDING COVERAGE

INSURED RICARDO GUERRA DBA GUERRA CONSTRUCTION CO

INSURER A: REPUBLIC VANGUARD INSURANCE

INSURER B: SOUTHERN COUNTY MUTUAL INS

INSURER C: TEXAS MUTUAL INSURANCE

INSURER D:

INSURER E:

6700 N MILE 3 1/2 WEST
WESLACO, TX 78596

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	RPP109091-02	12/14/2008	12/14/2009	EACH OCCURRENCE \$1,000,000
	☒ COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$100,000
	☐ CLAIMS MADE ☒ OCCUR				MED EXP (Any one person) \$5,000
					PERSONAL & ADV INJURY \$1,000,000
					GENERAL AGGREGATE \$2,000,000
					PRODUCTS - COMP/OP AGG \$NOT APPLICABLE
	GEN'L AGGREGATE LIMIT APPLIES PER:				
	☐ POLICY ☐ PRO- JECT ☐ LOC				
B	AUTOMOBILE LIABILITY	STC564310-03	05/14/2008	05/14/2009	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	☐ ANY AUTO				BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	☒ SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	☒ HIRED AUTOS				
	☒ NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	☐ ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	☐ OCCUR ☐ CLAIMS MADE				AGGREGATE \$
					\$
	DEDUCTIBLE				\$
	RETENTION \$				\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	SBP-0001129486	04/03/2008	04/03/2009	☒ WC STATU- TORY LIMITS ☐ OTH- ER
	WORKERS COMP				E.L. EACH ACCIDENT \$1,000,000
					E.L. DISEASE - EA EMPLOYEE \$1,000,000
					E.L. DISEASE - POLICY LIMIT \$1,000,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

COUNTY OF HIDALGO SHALL BE NAMED AS ADDITIONAL INSURED ON ALL COMMERCIAL GENERAL LIABILITY POLICIES

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

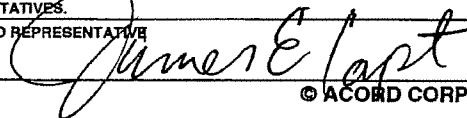
CANCELLATION

HIDALGO COUNTY
ATTN: PURCHASING DEPARTMENT
2812 S. HIGHWAY BUSINESS 281
EDINBURG TX 78539-

FAX # 318-2577

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION
DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN
NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL
IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR
REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



Insurance Requirement Acknowledgment

I, Ricardo R. Guerra, authorized representative for Guerra Construction Co
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- ☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners= Court;
- ☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners= Court; currently carry the following:

Automobile Liability: \$ _____ General Liability: \$ _____

- ☒ have already been met, see attached copy of insurance certificate.

Ricardo R. Guerra
Authorized Representative

2-3-09
Date

Notice to Bidder:

A certificate of insurance for the required insurance limits shall be provided to the
Purchasing

Department's Contract Managers in order to qualify for award of bid and to execute a
contract

between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, Ricardo R. Guerra, possess all of the APPLICABLE:

1. Licenses: yes
2. Bonds: _____
3. Certificates: yes
4. Permits: yes
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

R. Guerra
Authorized Signature

2-3-09
Date

Guerra Construction Co.
Company

6700 N. Mile 3½ W
Address

Weslaco, TX 78596
City, State, Zip

EXHIBIT "D"
CONFLICT OF INTEREST
(CIQ FORM)

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.

R.G. Guerra Construction Co.

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.

N/A

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes

☒ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes

☒ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director or holds an ownership of 10 percent or more?

☐ Yes

☒ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Ricardo R. Guerra

Signature of person doing business with the governmental entity

2-3-09

Date

Ricardo R. Guerra

Adapted 06/29/2007



70 2009 01967237

Hidalgo County
Arturo Guajardo Jr.
County Clerk
Edinburg, TX 78540

Instrument Number: 2009-1967237

As

Recorded On: February 03, 2009

Recording

Parties:

To

Billable Pages: 1

Number of Pages: 2

Comment: CONFLICT OF INTREST QUEST

** Examined and Charged as Follows: **

Recording	16.00
Total Recording:	16.00

***** THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2009-1967237
Receipt Number: 1013225
Recorded Date/Time: February 03, 2009 12:00P

Record and Return To:

RICARDO R. GUERRA
6700 MILE 3 1/2 WEST
WESLACO TX 78596

User / Station: V Ureste - Cash Station 17



STATE OF TEXAS
COUNTY OF HIDALGO

I hereby certify that this Instrument was FILED in the File Number sequence on the date/time
printed hereon, and was duly RECORDED in the Official Records of Hidalgo County, Texas

Arturo Guajardo Jr.
County Clerk
Hidalgo County, TX

VENDOR/BIDDER APPLICATION

VENDOR/BIDDER APPLICATION

HIDALGO COUNTY

PURCHASING DEPARTMENT

Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281, Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name: <u>Guerra Construction Co.</u>		Telephone No. <u>(956) 968-6773</u>
dba Name:		
Legal Name: <u>Ricardo R. Guerra</u>		
Mailing Address: <u>6700 N. Mile 3 1/2 W</u>		Fax No. <u>(956) 969-9674</u>
Physical Address:		
City, State, Zip <u>Weslaco, TX 78596</u>		Tax I.D. No. <u>02-0668556</u>
Remit to Address:		City, State, Zip
E-Mail Address: <u>rguerra23@yahoo.com</u>		
Representative(s) Name(s) & Title(s) <u>Ricardo R. Guerra</u>		
Type of Organization (check one): ☐ Individual ☐ Partnership ☐ Corporation		
Non-Profit ☐ LLC ☒ Sole Proprietor ☐ Other, Specify		
State Identification No. _____ (Please attached completed W-9 form with this application)		
Federal Identification No. or (if individual) SS No.		
State of Incorporation: _____ Date: _____ Other: _____		
Type of Business (check one): ☐ Manufacturer ☒ Wholesaler ☐ Retailer ☐ Broker ☐ Distributor ☒ Service Organization ☐ Other, Specify		
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts: <u>Ricardo R. Guerra / owner</u>		
Small and/or Disadvantaged Business Information (check application criteria)		
Small Business:		Disadvantaged Business (At Least 51% Ownership)
☐ Less than 125,000 annual gross receipt	☐ Black American	☐ Native American
☐ Less than 250,000 annual gross receipt	☒ Hispanic American	☐ Women
☐ Less than 499,000 annual gross receipt	☐ Asian Pacific American	☐ Other
☐ More than 500,000 annual gross receipt		
Have you been certified as a HUB or an MBE/WBE source?: ☒ Yes ☐ No		
Indicate Certification No.(s): <u>1020468556100</u> or are Certificate(s) attached?: ☒ Yes ☐ No		
What type of product(s) is/are solicited by your company?: <u>Metal Beam / Guardrail</u>		
Would you like to be provided with specifications for procurements of such products?: ☒ Yes ☐ No		
To Be Completed by the County: Rec'd by (Purchasing): _____ Date Rec'd by (Purchasing): _____		
Date Forwarded Information to Auditor's Office: _____ Entry Date: _____ Vendor No.: _____		

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below:

Have you been Certified as a HUB or an MBE/WBE source?: ☒ Yes ☐ No

If yes, by whom?: ☒ Texas Building & Procurement Commission ☐ Other

Indicate Certification No(s): 1020668556100 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: N/A 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: N/A 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: N/A 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.

Print or type See Specific Instructions on page 2:	Name (as shown on your income tax return) Ricardo B. Guerra	
	Business name, if different from above Guerra Construction Co.	
	Check appropriate box: ☒ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶	
	Address (number, street, and apt. or suite no.) 6700 N. Mile 3 1/2 W	
	City, state, and ZIP code Weslaco, TX 78596	
List account number(s) here (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
516179101651610

or

Employer identification number
024661815516

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person ▶ Ricardo B. Guerra	Date ▶ 2-3-09

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.socialsecurity.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

PREVAILING WAGE LEGAL REQUIREMENTS

PREVAILING WAGE LEGAL REQUIREMENTS

The Contractor's attention is called to Article 5159A and 5160 of the Revised Civil Statutes of Texas, which Statutes must be complied with. These articles are as follows:

ARTICLE 5159A:

SECTION 1. Not less than the general prevailing rate of per diem wages for work of similar character in the locality which the work is performed and not less than the general prevailing rate of diem wages for legal holiday and overtime work, shall be paid to all laborers, workmen and mechanics employed by or on behalf of any County, City, and County, City, Town, District or other political subdivision of the State, engaged in the construction of public works, exclusive of maintenance work. Laborers, workmen, and mechanics employed by contractors or subcontractors in the execution of any contract or contracts for public works with the State, or any County, City and County, City, Town, District or other political subdivision of this State, or any officer or public body thereof, or on the execution of any contract or contracts for public works, with any County, City and County, City, Town, District or other political subdivision of this State, or any officer or public body thereof, shall be deemed to be employed upon public work.

SECTION 2. The Public body awarding any contract for public work on behalf of the State, or on behalf of any County, City and County, City, Town, District or other political subdivision thereof, or otherwise undertaking any public work, shall ascertain the general prevailing rate of per diem wages in the locality in which the work is to be performed for each craft or type of workmen or mechanic needed to execute the contract, and shall specify in the call for bids for said contract, and in the contract itself, what the general prevailing rate of per diem wages in the said locality is for each craft or type of workmen needed to execute the contract, and shall specify in the call for bids for said contract, and in the contract itself, what the general prevailing rate of diem wages in the said locality is for each craft or type of workmen needed to execute the contract, also the prevailing rate for legal holiday and overtime work, and it shall be mandatory upon the Contractor to whom the contract is awarded, and upon any subcontractor under him, to pay not less than the said specified rates to all laborers, workmen and mechanics employed for each calendar day, or portion thereof, such laborer, workmen and mechanics employed for each calendar day, or portion thereof, such laborer, workman or mechanics is paid less than the stipulated rates for any work done under said contract, by paid less than the stipulated rates for any work done under said contract, by him, or by any subcontractor under him and the said public body awarding the contract shall cause to be inserted in the contract a stipulation to this effect. It shall be the duty of such public body awarding the contract, and its agents and officers to take cognizance of complaints of all violations of the provisions of this Act committed in the course of the execution of the contract, and when making payments to the contractor of moneys becoming due under said contract to withhold and retain therefrom all sums and amounts which shall have been forfeited pursuant to the herein said stipulation and the terms of this Act; provided, however, that no sum shall be withheld, retained or forfeited, except from the final payment, without a full investigation by the awarding body. It shall be lawful for any contractor to withhold from any subcontractor under him sufficient sums to cover any penalties withheld from him by the awarding body on account of said subcontractor's failure to comply with the terms of this Act, and if payment has already been made to him the contractor may recover from him the amount of the penalty or forfeiture in a suit at law.

SECTION 3. The contractor and each subcontractor shall keep, or cause to be kept, an accurate record showing the name and occupations of all laborers, workmen and mechanics employed

by him, in connection with the said public work, and showing the actual per diem wages paid to each such workers, public body awarding the contract, its officers and agents.

SECTION 4. Any contractor or repair work done under contract, and paid for in whole or in part out of public funds, other than work done directly by any public utility company pursuant to order of the Railroad Commission or other public authority, whether or not done under public supervision or direction or paid for wholly or in part out of public funds, shall be held to be "public works" within the meaning of political funds, shall be held to be highway, road, excavation, or other structures, project, development or improve is situated in all cases in which the contract is awarded by the states, or any public body thereof, and shall be held to mean the limits of the County, City and County, City, Town, District or other political subdivision on whose behalf the contract is awarded in all other cases. The term "general prevailing rate of per diem wages" shall be the rate determined upon as such rate by the public body awarding the contract, or authorizing the work, whose decision in the matter shall be final. Nothing in this Act, however, shall be constructed to prohibit the payment to any laborer, workman or mechanic employed on any public work as aforesaid of more than the said general prevailing rate of wages.

ARTICLE 5160. Bond for Wages:

Any person or person, firm or corporation, entering into a formal contract with his State or its counties or school districts or other subdivisions thereof or any municipality therein for the construction of any public building, or the prosecution and completion of any public work shall be required, before, commencing such work, to execute the usual Penal Bond, with additional obligation that such contractor shall promptly make payments to all persons supplying him or them with labor and materials in the prosecution of the work provided for in such contract. Any person, company, or corporation who has finished labor or material used in the construction or repair of any public building or public work, and payment for which has not been made, shall have the right to intervene and be made a party to any action instituted by the State or any adjudicated in such action and judgment of the State or municipality.

If the full amount of the liability of the surety on said bond is insufficient to pay the full amount of said claims and demands, then after paying the full amount due to the State or municipality, the remainder shall be distributed pro-rata among said interveners. Provided, further, that all claims for labor and materials furnished to said Contractors, and all claims for labor and material furnished to any contractor shall be itemized and sworn to as required by County, in which said work is being prosecuted, within ninety days from the date of the delivery of said material and lien record, the name of the claimant, the amount claimed, the name of the contractor and name of the County, School District, other subdivisions, or other municipality with which contract was made; and the County Clerk shall index the claim under the name of the contractor and under the name of the County, School District, other subdivision or municipality; with which the contract was made.

Provided further, that after completion and acceptance of completed project all moneys due contractor under said contract be held by the state or it's counties or school districts or other subdivision, thereof or an affidavit made by Contractor that all just bills for labor and materials under this contract has been paid in full by the Contractor.

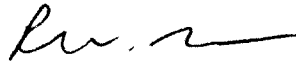
Acts 1913, P. 185; Acts 1929, 41st leg., P. 4881, Ch. 22 paragraph 1.

DEBARMENT FORM

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76; Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: 
Print Name: Ricardo R. Guerra
Title: Owner
Telephone Number: (956) 968-6773
Date: 2-3-09

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Texas.....)

County of Hidalgo.....)

Ricardo R. Guerra, being first duly sworn,
deposes and says that:

(1) He is Ricardo R. Guerra, of
Guerra Construction Co., the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of this
attached bid and of all pertinent circumstances respecting such bid;

(3) Such bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents,
representative:, employees or parties in interest, including this affiant, has in any way
colluded, conspired a collusive or sham Bid in connection with the Contract for which
the attaché Bid has been submitted or to refrain from bidding in connection with such
Contract, or has in any manner, directly or indirectly, sought by agreement or collusion
or communication of conference with any other Bidder, firm or person to fix the price or
prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost
element of the Bid price or the Bid price of any other Bidder, or to secure through any
collusion, conspiracy, connivance or unlawful agreement any advantage against the
Owner or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are
not tainted by any collusion, conspiracy, connivance, connivance or unlawful agreement
on the part of the Bidder or any of its agents, representatives, owners, employees, or
parties in interest, including this affiant.

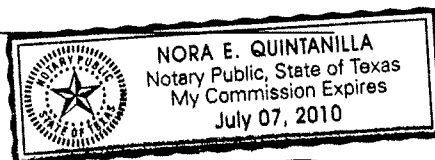
(Signed) [Signature]

Owner
(Title)

Subscribed and sworn to before me on this 3rd

Day of February 2009

Title



[Signature]

9. **Recommending award of bid and approval of contract to bidder meeting all specifications and/or requirements as attached hereto for: Hidalgo County - "Auctioneer Services" - (RFB 09-058-02-11-YSI).**

On motion of Commissioner Palacios, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval with Abrego.

10. **Recommending bid award and approval of contract to sole bidder meeting all specifications for the request for Bid No: 2009-009-02-18-YZV-"New & Used Guard Rail Beam Materials & Installation-Hidalgo County".**

On motion of Commissioner Handy, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

11. **In an effort to streamline the agenda, presentation of options for discussion, consideration and action on the need to place individual requisitions for purchase on weekly agendas (consent or regular) of the following:**

A. Acquisition of items from previously approved authorizations to purchase from contracts through the County's membership/participation from State, Cooperative Programs, Associations, etc.; or, in the alternative,

NO ACTION taken on this item.

B. Limits by amount of purchase:

a) No limit on amount of purchase (as long a previously approved general authority to purchase from supporting documentation is provided as attached hereto); or,

On motion of Commissioner Handy, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

b) Other combinations/thresholds

NO ACTION taken on this item.

C. No placement of requests for payment of invoices (consent or regular from contracts unless specified in contract or funding source is CIP or CO proceeds (as previously recommended by bond counsel);

On motion of Commissioner Garza, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

D. Other items

NO ACTION taken on item D.

AI-14160**22.A.10.****New & Used Guard Rail Beam Materials & Installation
CC REGULAR**

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

Information**CAPTION**

Recommending bid award and approval of contract to sole bidder meeting all specifications for the request for Bid No: 2009-009-02-18-YZV-"New & Used Guard Rail Beam Materials & Installation-Hidalgo County".

BACKGROUND

1. Contract document has been sent to legal counsel for review and approval as to form.
 2. Current Contract expires: March 11, 2009.
-

Fiscal Impact

<u>FISCAL YEAR:</u> 2009	<u>ACCT. #:</u> 9-1201-431-00-121-005-0-433
<u>FUNDS AVAILABLE Y/N?:</u> Y	<u>MATCHING FUNDS Y/N?:</u>
<u>BUDGETARY IMPACT:</u> Available Balance as of 2-26-09 \$4,000.00.	

<u>FISCAL YEAR:</u> 2009	<u>ACCT. #:</u> 9-1202-431-00-122-006-0-673
<u>FUNDS AVAILABLE Y/N?:</u> Y	<u>MATCHING FUNDS Y/N?:</u>
<u>BUDGETARY IMPACT:</u> Available Balance as of 2-26-09 \$111,975.03.	

<u>FISCAL YEAR:</u> 2009	<u>ACCT. #:</u> 9-1203-431-00-123-005-0-739
<u>FUNDS AVAILABLE Y/N?:</u> Y	<u>MATCHING FUNDS Y/N?:</u>
<u>BUDGETARY IMPACT:</u> Available Balance as of 2-26-09 \$23,850.62.	

<u>FISCAL YEAR:</u> 2009	<u>ACCT. #:</u> 9-1204-431-00-124-007-0-679
<u>FUNDS AVAILABLE Y/N?:</u> Y	<u>MATCHING FUNDS Y/N?:</u>
<u>BUDGETARY IMPACT:</u> Available Balance as of 2-26-09 \$30,477.66.	

Attachments

Link: [Participation Log - Tabulation Sheet](#)
Link: [CONTRACT DOCUMENTATION](#)
Link: [DEPT.-APPROVAL MEMO](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/26/2009 04:21 PM	APRV
2	Budget & Management	Veronica Lopez	02/26/2009 04:23 PM	APRV
3	Ivan Cantu	Ivan Cantu	02/27/2009 07:45 AM	APRV
4	Auditor's Office		02/27/2009 05:01 PM	NEW
Form Started By: Yolanda Velasquez			Started On: 02/20/2009 09:55 AM	
Final Approval Date: 02/27/2009				

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**AMENDMENT TO SERVICE CONTRACT
C-09-009-03-03 BETWEEN HIDALGO COUNTY AND
RICARDO R. GUERRA d/b/a GUERRA CONSTRUCTION CO.**

This AMENDMENT to the contract between **RICARDO R. GUERRA** d/b/a Guerra Construction Co., a sole proprietor ("Company") and **HIDALGO COUNTY** (the "County"), effective the _____ day of _____ 2009, is made between the Company and the County (the "Amendment"), as follows:

WHEREAS, Company and County entered into a Contract on March 12, 2009 (the "Contract") in which the Company agreed to provide new and used guard rail beam materials and installation as described in Exhibit "A" of the Contract;

WHEREAS, the Contract bid page submitted by Company as Exhibit "B" includes the cost of guard rail material and the installation of such material in one unit price;

WHEREAS, the parties have now determined that there may be instances in which the County may desire to pay Contractor solely for the guard rail materials which have been designated for the project and to pay the labor costs at some future time for the actual installation of the guard rail, but in no instance would the total price exceed the per unit cost allocated in Exhibit B";

NOW THEREFORE, for and in consideration of the tasks performed by Company and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, and this mutually agreed Amendment to the Contract, Company and County hereby agree to the following Amendment to the Contract:

1. In the event the County causes the Contractor to delay completion of the Services described in Exhibit "A", County may at its sole option, approve payment to Company for materials or labor for the Services but at no time shall the total labor and material costs combined, regardless of when paid to Company, exceed the unit prices described in Exhibit "B".
2. Except as modified herein, all terms and conditions of the Contract, as amended, remain in full force and effect. Company and County ratify and confirm the terms and provisions of the Contract as amended.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

HIDALGO COUNTY

J.D. Salinas III, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

RICHARD R. GUERRA
d/b/a Guerra Construction Co.

Title: _____

Approved as to Form:

ATLAS & HALL, L.L.P.

By: Stephen L. Crain

EXHIBIT "B"
HIDALGO COUNTY
**"NEW & USED GUARD RAIL BEAM MATERIALS &
INSTALLATION"**

(Including all funding sources, programs, and entities)

BID NO: 09-009-02-18-YZV

BID PAGE

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable
INCOMPLETE submittals shall be considered a probable cause for disqualification.

NEW & USED GUARD RAIL
(Costs to include Materials & Installation)

Item Description	Unit	Unit Bid Price
New Guard Rail	LF	\$ 18.50
New Guard Rail (Curved)	LF	\$ 20.00

Item Description	Unit	Unit Bid Price
Used Guard Rail	LF	\$ 15.00
Used Guard Rail (Curved)	LF	\$ 17.00

BIDDER/COMPANY NAME: Guerra Construction Co.

ADDRESS: 6700 N. Mile 3 1/2 W

CITY/STATE/ZIP CODE: Weslaco TX 78596

PHONE NO: (956) 968-6773 **FAX NO:** (956) 969-9674

CELLULAR NO: (956) 607-7487

AUTHORIZED SIGNATURE: 

PRINTED NAME: Ricardo R. Guerra

TITLE: Owner

AI-15703

25.5.

**Consulting Services for Re-districting Plan-Hidalgo County
CC REGULAR**

Date: 06/02/2009

Submitted By: Gricelda Villarreal, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

A. Presentation of the evaluation scores for the sole statement of qualifications received for the purpose of Commissioners Court to rank as "qualified" so as to proceed with next step of the selection process in connection with the RFQ published by Hidalgo County for: "Consulting Services for Re-districting Plan", and, if approved;

B. Authority for the Purchasing Department to negotiate a letter of engagement with the qualified sole respondent, Hon. Rolando R. Rios & Associates, PLLC in connection with "Consulting Services for Redistricting Plan for Hidalgo County".

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009

ACCT. #: 9-1100-414-00-130-001-0-339

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available Balance as of 5-28-09 \$1,500.00. Additional funding to be identified and in place once contract negotiations are finalized and final contract is approved by CC.

Attachments

Link: [Participation Log](#)

Link: [Grid](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department		05/29/2009 05:34 PM	PEND
2	Budget & Management	Veronica Lopez	05/28/2009 02:59 PM	APRV
3	Ivan Cantu	Ivan Cantu	05/29/2009 07:58 AM	APRV
4	Auditor's Office		05/29/2009 05:34 PM	NEW

Form Started By: Gricelda Villarreal
Started On: 05/27/2009 02:46 PM

Final Approval Date: 05/29/2009

**HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING RESPONDENT-S LOG
REQUIREMENTS/RFP PACKETS**

IBF-RFP-RFQ-RFI

RFQ ACCEPTANCE DATE: April 22, 2009

RFQ ACCEPTANCE TIME: 9:30 A.M.

DEPARTMENT/QUALIFICATION DESCRIPTION: "Hidalgo County-Consultant For Redistricting Plan"

RFQ NO: 2009-145-04-22-CGV

NAME OF PROPOSER: COMPANY/FIRM & REPRESENTATIVE'S NAME	PROPOSAL REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHYSICAL ADDRESS CITY-STATE-ZIP PHONE & FAX NO.S
1. L & G Engineering R.O.W. Department Email: jcalifa@lgengineers.com	EMAIL	VANGIE Y. GARCIA	04/07/09	585-1909 (Office) 463-4969 (Cell) Attn: Joe A. Califa AICP
2. Archstone Consulting Attn: Napoleon "Sonny" Ebarle III Email: sebarle@archstoneconsulting.com	EMAIL	VANGIE Y. GARCIA	04/07/09	One Bush Street, Suite 505 San Francisco, CA. 94104 415-249-3524-(T) 925-899-5387-(Cell) 415-249-3501-(Fax)
3. Integrated Marketing Systems (IMS)-Attn: Jennifer Bowen Email: Jennifer.Bowen@imsinfo.com	EMAIL	VANGIE Y. GARCIA	04/07/09	945 Hornblend Street, Suite G San Diego, CA 92109 858-490-8810 (T) 858-490-8811 (F)
4. Rolando L. Rios & Associates, PLLC-Attn: Rolando Rios Email: rrios@rolandorioslaw.com	EMAIL	VANGIE Y. GARCIA	04/07/09	115 E Travis, Suite 1645 San Antonio, Texas 78201 210-222-2102 (T) 210-222-2102 (F)
5. Dannenbaum Engineering Attn: Suzie Crumpler Email: suzie.crumpler@dannenbaum.com	EMAIL	VANGIE Y. GARCIA	04/07/09	3100 w. Alabama Street Houston, Texas 77098 713-520-9570 (T) 713-527-6471 (T) 713-527-6338 (F)
6. Bickerstaff Health Delgado Acosta LLP-Attn: David Mendez Email: d.mendez@bickerstaff.com	EMAIL	VANGIE Y. GARCIA	04/07/09	816 Congress Avenue, Suite 1700 Austin, Texas 78701 512-472-8021 (T) 512-320-5638 (F)
7. Allison, Bass & Associates, L.L.P. Attn: James P. Allison/Robert T. Bass Email: law@allison-bass.com	EMAIL	VANGIE Y. GARCIA	04/07/09	402 West 12 th Street Austin, Texas 78701 512-482-0701 (T) 512-480-0902 (F)

***VIA:**

IN PERSON (IP)

TELEPHONE REQUEST (TR)

PROPOSER LIST MAIL OUT (PLM)

**HIDALGO COUNTY PURCHASING DEPARTMENT
REQUEST FOR QUALIFICATION ACCEPTANCE SHEET**

(EXTENDED TO 04/29/09)

DEPARTMENT NAME: **HIDALGO COUNTY**

QUALIFICATION ACCEPTANCE DATE:
APRIL 29, 2009

QUALIFICATION ACCEPTANCE TIME: **9:30 A.M.**

DESCRIPTION OF QUALIFICATION:
HIDALGO COUNTY-CONSULTANT FOR REDISTRICTING PLAN

QUALIFICATION NO: **2009-145-04-22-CGV**

RFQ#	NAME OF COMPANY	ACKNOWLEDGMENT OF RECEIPT OF RFQ RESPONSE	ADDENDUM
#01	Rolando L. Rios	√√√	
#02			
#03			
#04			
#05			
#06			
#07			
#08			
#09			
#10			

HIDALGO COUNTY

RFQ “Consultant for Re-districting Plan-Hidalgo County”

RFQ NO.: 09-145-04-22CGV

EVALUATION GRID

Participating
Respondents  **Rolando Rios**

Grader #1	92
Grader #2	100
Grader #3	94
Grader #4	95

Total Scores:	<u>381</u>			
Average Scores:	<u>95.2</u>			

AI-15708

25.B.1.

**Work Authorization #1-Leonel Garza Jr. & Associates
CC REGULAR**

Date: 06/02/2009
Submitted By: Vangie Garcia, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** Prct. 1

Information

CAPTION

Presentation for discussion, consideration, acceptance and approval of Work Authorization No. 1 in the amount of \$2,000.00 with Leonel Garza, Jr. & Associates, to provide professional appraiser services corresponding to the Texas Department of Transportation Form A-5 and/or A-6 format for: "Campacuas S20 AC of Lot 8 Block 118 19.39 AC Net, to be known as Precinct No.1 Air Burner Site" through Contract #09-169-05-05.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-432-00-121-001-0-719
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Available Balance as of 5-28-09 \$36,750.00

Attachments

Link: [Back up](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	05/28/2009 03:06 PM	APRV
2	Budget & Management	Veronica Lopez	05/28/2009 03:47 PM	APRV
3	Ivan Cantu	Ivan Cantu	05/28/2009 04:00 PM	APRV
4	Auditor's Office		05/29/2009 05:34 PM	NEW

Form Started By: Vangie Garcia
Started On: 05/27/2009 04:17 PM
Final Approval Date: 05/29/2009

HIDALGO COUNTY

Professional Appraisal Services

Contract C-09-169-05-05

Work Authorization Form

WORK AUTHORIZATION NO. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of the Service Contract made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, "**Leonel Garza Jr. & Associates LLC**", professional appraiser of McAllen, Texas, hereinafter called "**Appraiser**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Appraiser** to provide appraisal reports corresponding to the Texas Department of Transportation Form A-5 and or A-6 format for the Campacuas S20 AC of Lot 8 Block 118 19.39AC Net, to be known as Precinct No. 1 Air Burner Site of which will consist of approximately ± 1 individual parcels.

The scope of services to be provided by the **Appraiser** is identified in **EXHIBIT "A"** – *Scope of Services to be Provided by the Appraiser* attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is \$2,000.00. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "B"**.

PART 3. PAYMENT

Compensation and payment to the Appraiser for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 3 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 Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct No. 1 Commissioner Sylvia S. Handy as to content and detail of this Work Authorization No. # 1.

HIDALGO COUNTY

COMMISSIONER PRECINCT NO. 1

BY: _____
Sylvia Handy, County Commissioner

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of _____ day of _____, 2009.

THE APPRAISER:
LEONEL GARZA JR.& ASSOCIATES LLC

THE OWNER:
HIDALGO COUNTY

By: Leonel Garza III, Appraiser

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

ATTEST:

by: Arturo Guajardo Jr. County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Service to be Provided by the Appraiser
ATTACHMENT "B" - Payment/ Fee Schedule
ATTACHMENT "C" - Insurance Requirements provided by Appraiser
ATTACHMENT "D" - Work Authorization Form

ATTACHMENT "A" SERVICE TO BE PROVIDED BY THE APPRAISER

Right-of-Way Acquisition Appraisals within Campacuas Subdivision specified for approximately ± 1 parcels for acquisition for the Precinct No. 1 Air Burner Site to be performed by the reasonable deadline specified by Leonel Garza III and the Hidalgo County Right-of-Way Department. Letters of "Intent To Inspect" shall be provided to each property owner within the boundaries of the project prior to on-site inspection. All communication and correspondence shall be included within the body of the appraisal report. Each report shall be performed on a Texas Department of Transportation A-5 and or A-6 form as applicable and shall follow similar guidelines for personal contact with owners of record prior to on-site inspection.

ATTACHMENT "B" - Payment/ Fee Schedule

Right-of-Way Acquisition Appraisals along Campacuas Subdivision specified for approximately ±1 parcels for proposed right-of-way expansion project to be performed by the reasonable deadline specified by Leonel Garza III and the Hidalgo County Right-of-Way Department.

Appraisal Report Cost

\$ 2,000.00

± 1 Appraisal @ \$2,000.00 Per Parcel
= \$2,000.00

Included Per Parcel:

1. (3) Original Appraisal Reports
2. (1) Original Appraisal Report with Invoice

Additional Original Reports

\$ 150.00 Per Original Copy

This cost shall apply for additional original (color) copies required by the County of Hidalgo.

Updated/Revised Reports

\$ 1,000.00 Per Parcel

This cost shall apply when a major change to the survey and or correction of the survey and or right-of-way map has been performed after the completion of the appraisal report. These revision cost shall be discussed with Precinct prior to billing. Minor revisions to a parcel report will be billed on a case by case basis depending on complexity of the revision as determined by Leonel Garza Jr. & Associates, LLC.

Condemnation Hearing Cost

Hourly Rate = \$ 150.00 Per Hour

Hourly rate shall apply to any and all preparation time required for the condemnation hearing.

Appeals Court / Trial

Hourly Rate = \$ 250.00 Per Hour

Plus Expenses

Hourly rate shall apply to any and all preparation time, depositions, and consulting required for an appeal of a Condemnation Hearing to a bench or jury trial.

ATTACHMENT “C”-INSURANCE REQUIREMENTS PROVIDED BY APPRAISER

{ON FILE WITH HIDALGO COUNTY PURCHASING DEPARTMENT}

AI-15728

25.C.1.

**Payment No.3 for New Administration Offices
CC REGULAR**

Date: 06/02/2009
Submitted By: Yolanda Cisneros, COMM. PCT. #2
Submitted For: Yolanda Cisneros
Department: COMM. PCT. #2
Agenda Category: Purchasing Department

Information

CAPTION

Approval of Request for Payment #3 (A-E) in the amount of \$73,341.82 from V-A Architecture, contracted architect for the design and construction of New Precinct Administration Offices under Contract No. #C-09-037-01-13 with authority for County Treasurer to issue a payment/check after Auditor's review and processing procedures completed.

BACKGROUND

Multiple PO's issued.

Fiscal Impact

<u>FISCAL YEAR:</u> 2009	<u>ACCT. #:</u> 9-1334-431-00-122-021-0-720
<u>FUNDS AVAILABLE Y/N?:</u> Y	<u>MATCHING FUNDS Y/N?:</u>
<u>BUDGETARY IMPACT:</u> PO #617618 Funding available in the amount of \$101,461.76 as of 05/28/2009.	

<u>FISCAL YEAR:</u> 2009	<u>ACCT. #:</u> 9-1334-441-00-122-041-0-720
<u>FUNDS AVAILABLE Y/N?:</u> Y	<u>MATCHING FUNDS Y/N?:</u>
<u>BUDGETARY IMPACT:</u> PO #622522 Funding available in the amount of \$80,105.50 as of 05/28/2009.	

<u>FISCAL YEAR:</u> 2009	<u>ACCT. #:</u> 9-1334-441-00-122-041-0-720
<u>FUNDS AVAILABLE Y/N?:</u> Y	<u>MATCHING FUNDS Y/N?:</u>
<u>BUDGETARY IMPACT:</u> PO #622523 Funding available in the amount of \$14,153.47 as of 05/28/2009.	

<u>FISCAL YEAR:</u> 2009	<u>ACCT. #:</u> 9-1334-415-15-122-042-0-720
<u>FUNDS AVAILABLE Y/N?:</u> Y	<u>MATCHING FUNDS Y/N?:</u>
<u>BUDGETARY IMPACT:</u> PO #622524 Funding available in the amount of \$42,129.13 as of 05/28/2009.	

FISCAL YEAR: 2009

ACCT. #: 9-1336-412-00-122-043-0-720

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

PO #622525 Funding available in the amount of \$55,262.21 as of 05/28/2009.

Attachments

Link: Payment No.3

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	05/28/2009 12:20 PM	APRV
2	Budget & Management	Veronica Lopez	05/28/2009 01:30 PM	APRV
3	Roland Garcia	Rolando Garcia	05/28/2009 03:05 PM	APRV
4	Auditor's Office		05/29/2009 05:34 PM	NEW

Form Started By: Yolanda Cisneros

Started On: 05/28/2009 09:43 AM

Final Approval Date: 05/29/2009

V·A Architecture

May 26, 2009

Héctor "Tito" Palacios, Commissioner
Hidalgo County Pct. 2
301 E. State Street
Pharr, Texas 78577

RE: **New Administration Offices for Hidalgo County Pct. 2 & Other County Offices
Pharr, Texas
Request for Payment
Contract No. 09-037-01-13
PO #'s: 617618; 622522-622525**

Commissioner Palacios:

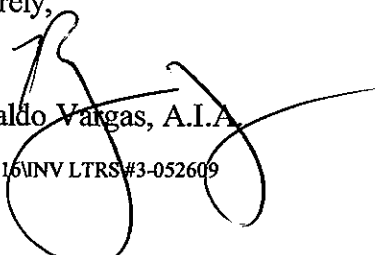
Enclosed please find four sets of the following:

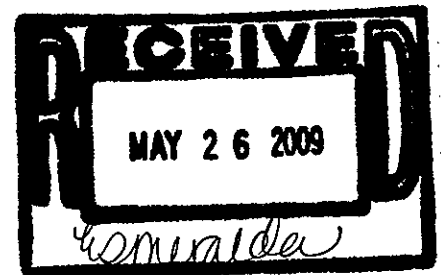
1. Document B, Review and Approval by Hidalgo County Precinct 2 of Architect's Request for Payment #3 (A-E) for the **New Administration Offices for Hidalgo County Pct. 2 & Other County Offices**, for your signature
2. **Architect's Request for Payment #3 (A-E) in the amount totaling \$73,341.82 for the New Administration Offices for Hidalgo County Pct. 2 and Other County Offices.**

Please forward one set to Lupita Garza, Hidalgo County Auditor's Office, and one set to Ramon Vela, Asst. Purchasing Agent, Hidalgo County Purchasing Department.

Your prompt attention to this request is greatly appreciated.

Sincerely,


Reynaldo Vargas, A.I.A.
RV:sic
08-101016INV LTRS#3-052609



RECEIVED BY: _____ TIME: _____

Vargas & Associates
2029 Industrial Drive
McAllen, Texas 78504
(956) 631-2242

V·A Architecture

B.
Review and Approval by Hidalgo County Precinct 2
of Architect's Request for Payment

Project	New Administration Offices for Hidalgo County Pct. 2 and Other County Offices
Contract #	09-037-01-13
Requests for Payment:	#3 (A-E)
In the total Amount of:	\$73,341.82
A. New Pct. 2 Administration PO# 617618 \$11,972.17	
B. Health Clinic PO# 622522 \$13,274.62	
C. WIC Clinic PO# 622523 \$3,145.21	
D. Tax Assessor Office PO# 622524 \$19,444.22	
E. Justice of the Peace Office PO# 622525 \$25,505.60	
Submitted by:	V·A Architecture
For Period to:	May 26, 2009

Reviewed and Approved by:

Héctor "Tito" Palacios, Commissioner
Hidalgo County Pct. 2

SEE ATTACHEMENT
FOR ACCOUNTS

Date:

Vargas & Associates
2029 Industrial Drive
McAllen, Texas 78504
(956) 631-2242

INVOICE RECEIVED BY:

Esmeralda Molina ON 5.24.09

GOODS/SERVICES RECEIVED BY:

Hector Palacios ON 5.26.09

617618

9-1334-431-00-122-021-0-720 \$11,972.17
REQ. #149224

622522

9-1334-441-00-122-041-0-720 \$13,274.62
REQ. #154912

622523

9-1334-441-00-122-041-0-720 \$3,145.21
REQ. #154921

622524

9-1334-451-15-122-042-0-720 \$19,444.22
REQ. #154932

622525

9-1336-412-00-122-043-0-720 \$25,505.60
REQ. #154936

V·A Architecture

REQUEST FOR PAYMENT NO: Three-A

Project Name: New Pct. 2 Administration Office & Other County Offices: Pct. 2 Offices
for Hidalgo County, Pharr, Texas No. 08-1016

Architeturat Firm: V-A Architecture

Contract No 09-037-01-13
P.O. # 617618

Address: 2029 Industrial Drive

City/State McAllen, Texas 78504

Project Budget:		\$613,957.44	Arch % Rate:		6.5% *\$	Max. Contract Amt.	\$39,907.23
Scope of Services	Estimated Budget		% Completed To Date	Total Due		Less Prev. Payments	Amount Due This Request
Schematic Design							
A/E Fee 15%	*\$ 5,986.08		100%	*\$ 5,986.08	*\$ 5,986.08		*\$ 0.00
Design Development							
A/E Fee 20%	*\$ 7,981.45		100%	*\$ 7,981.45	*\$ 7,981.45		*\$ (0.00)
Constr. Doc. Phase							
A/E Fee 40%	*\$ 15,962.89		75%	*\$ 11,972.17	*\$ 0.00		*\$ 11,972.17
Bidding Phase							
A/E Fee 5%	*\$ 1,995.36		0%	*\$ 0.00	*\$ 0.00		*\$ 0.00
Construction Adm.							
A/E Fee 20%	*\$ 7,981.45		0%	*\$ 0.00	*\$ 0.00		*\$ 0.00
Reimbursables	*\$ 0.00		0%	*\$ 0.00	*\$ 0.00		*\$ 0.00
TOTALS	*\$ 39,907.23			*\$ 25,939.70	*\$ 13,967.53		*\$ 11,972.17
Total Amount This Request							*\$ 11,972.17

I certify that the above is true and correct to
the best of my knowledge.

VA Architecture May 26, 2009
Architect Date

Reynaldo Vargas, A.I.A.

ANY AND ALL QUESTIONS PERTAINING TO THIS INVOICE
SHALL BE ADDRESSED ONLY TO SONIA INFANTE AT 956-631-2242

Vargas & Associates
2029 Industrial Drive
McAllen, Texas 78504
(956) 631-2242

V·A Architecture

REQUEST FOR PAYMENT NO: Three-B

Project Name: New Pct. 2 Administration Office & Other County Offices: Health Clinic No. 08-1016
for Hidalgo County, Pharr, Texas

Architeturual Firm: V-A Architecture

Contract No 09-037-01-13

P.O. # 622522

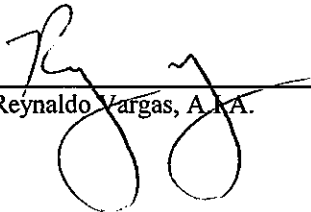
Address: 2029 Industrial Drive

City/State McAllen, Texas 78504

Project Budget:		\$2,042,249.00	Arch % Rate:		6.5%	*\$	Max. Contract Am	\$132,746.19
Scope of Services		Estimated Budget	% Completed To Date	Total Due		Less Prev. Payments		Amount Due This Request
Schematic Design								
A/E Fee	15%	*\$ 19,911.93	100%	*\$ 19,911.93	*\$ 19,911.93	*\$		(0.00)
Design Development								
A/E Fee	20%	*\$ 26,549.24	100%	*\$ 26,549.24	*\$ 26,549.24	*\$		(0.00)
Constr. Doc. Phase								
A/E Fee	40%	*\$ 53,098.47	75%	*\$ 39,823.85	*\$ 26,549.23	*\$		13,274.62
Bidding Phase								
A/E Fee	5%	*\$ 6,637.31	0%	*\$ 0.00	*\$ 0.00	*\$		0.00
Construction Adm.								
A/E Fee	20%	*\$ 26,549.24	0%	*\$ 0.00	*\$ 0.00	*\$		0.00
Reimbursables		*\$ 0.00	0%	*\$ 0.00	*\$ 0.00	*\$		0.00
TOTALS		*\$ 132,746.19		*\$ 86,285.02	*\$ 73,010.40	*\$		13,274.62
Total Amount This Request							*\$	13,274.62

I certify that the above is true and correct to
the best of my knowledge.

VA Architecture May 26, 2009
Architect Date


Reynaldo Vargas, A.A.

ANY AND ALL QUESTIONS PERTAINING TO THIS INVOICE
SHALL BE ADDRESSED ONLY TO SONIA INFANTE AT 956-631-2242

Vargas & Associates
2029 Industrial Drive
McAllen, Texas 78504
(956) 631-2242

V·A Architecture

REQUEST FOR PAYMENT NO: Two-C

Project Name: New Pct. 2 Administration Office & Other County Offices:WIC
for Hidalgo County, Pharr, Texas No. 08-1016

Architeturual Firm: V-A Architecture Contract No 09-037-01-13
P.O. # 622523

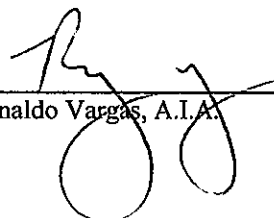
Address: 2029 Industrial Drive

City/State McAllen, Texas 78504

Project Budget:		\$483,879.00	Arch % Rate:		6.5% *\$	Max. Contract Amt	\$31,452.14
Scope of Services		Estimated Budget	% Comple To Date	Total Due	Less Prev. Payments	Amount Due This Request	
Schematic Desgign							
A/E Fee 15%	*\$	4,717.82	100%	*\$ 4,717.82	*\$ 4,717.82	*\$	0.00
Design Development							
A/E Fee 20%	*\$	6,290.43	100%	*\$ 6,290.43	*\$ 6,290.43	*\$	(0.00)
Constr. Doc. Phase							
A/E Fee 40%	*\$	12,580.85	75%	*\$ 9,435.63	*\$ 6,290.42	*\$	3,145.21
Bidding Phase							
A/E Fee 5%	*\$	1,572.61	0%	*\$ 0.00	*\$ 0.00	*\$	0.00
Construction Adm.							
A/E Fee 20%	*\$	6,290.43	0%	*\$ 0.00	*\$ 0.00	*\$	0.00
Reimbursables	*\$	0.00	0%	*\$ 0.00	*\$ 0.00	*\$	0.00
TOTALS	*\$	31,452.14		*\$ *****	*\$ 17,298.67	*\$	3,145.21
Total Amount This Request						*\$	3,145.21

I certify that the above is true and correct to
the best of my knowledge.

VA Architecture May 26, 2009
Architect Date


Reynaldo Vargas, A.I.A.

ANY AND ALL QUESTIONS PERTAINING TO THIS INVOICE
SHALL BE ADDRESSED ONLY TO SONIA INFANTE AT 956-631-2242

Vargas & Associates
2029 Industrial Drive
McAllen, Texas 78504
(956) 631-2242

V·A Architecture

REQUEST FOR PAYMENT NO: Two-D

Project Name: New Pct. 2 Administration Office & Other County Offices:Tax Office
for Hidalgo County, Pharr, Texas

No. 08-1016

Architeturat Firm: V-A Architecture

Contract No 09-037-01-13
P.O. # 622524

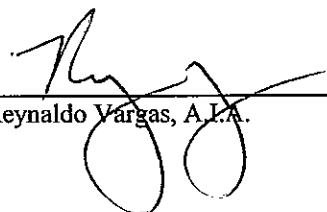
Address: 2029 Industrial Drive

City/State McAllen, Texas 78504

Project Budget:		Arch % Rate:		\$ Max. Contract Am	
\$997,139.00		6.5%		\$64,814.04	
Scope of Services	Estimated Budget	% Completed To Date	Total Due	Less Prev. Payments	Amount Due This Request
Schematic Design					
A/E Fee 15%	*\$ 9,722.10	100%	*\$ 9,722.10	*\$ 9,722.10	*\$ 0.00
Design Development					
A/E Fee 20%	*\$ 12,962.81	100%	*\$ 12,962.81	*\$ 12,962.81	*\$ (0.00)
Constr. Doc. Phase					
A/E Fee 40%	*\$ 25,925.62	75%	*\$ 19,444.22	*\$ 0.00	*\$ 19,444.22
Bidding Phase					
A/E Fee 5%	*\$ 3,240.70	0%	*\$ 0.00	*\$ 0.00	*\$ 0.00
Construction Adm.					
A/E Fee 20%	*\$ 12,962.81	0%	*\$ 0.00	*\$ 0.00	*\$ 0.00
Reimbursables	*\$ 0.00	0%	*\$ 0.00	*\$ 0.00	*\$ 0.00
TOTALS	*\$ 64,814.04		*\$ 42,129.13	*\$ 22,684.91	*\$ 19,444.22
Total Amount This Request					*\$ 19,444.22

I certify that the above is true and correct to
the best of my knowledge.

VA Architecture May 26, 2009
Architect Date


Reynaldo Vargas, A.I.A.

ANY AND ALL QUESTIONS PERTAINING TO THIS INVOICE
SHALL BE ADDRESSED ONLY TO SONIA INFANTE AT 956-631-2242

Vargas & Associates
2029 Industrial Drive
McAllen, Texas 78504
(956) 631-2242

V·A Architecture

REQUEST FOR PAYMENT NO: Three-E

Project Name: New Pct. 2 Administration Office & Other County Offices: Justice of the Peace Office
for Hidalgo County, Pharr, Texas No. 08-1016

Architeturual Firm: V-A Architecture

Contract No 09-037-01-13

P.O. # 622525

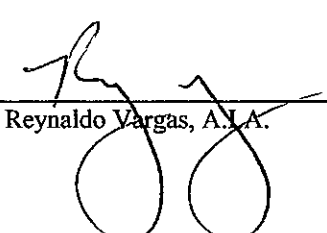
Address: 2029 Industrial Drive

City/State McAllen, Texas 78504

Project Budget:		\$1,307,978.88	Arch % Rate:		6.5% *\$	Max. Contract Amt.		\$85,018.63
Scope of Services		Estimated Budget	% Comple To Date		Total Due	Less Prev. Payments	Amount Due This Request	
Schematic Design								
A/E Fee 15%	*\$	12,752.79	100%	*\$	12,752.79	*\$ 12,752.79	*\$	0.00
Design Development								
A/E Fee 20%	*\$	17,003.73	100%	*\$	17,003.73	*\$ 17,003.73	*\$	(0.00)
Constr. Doc. Phase								
A/E Fee 40%	*\$	34,007.45	75%	*\$	25,505.59	*\$ 0.00	*\$	25,505.59
Bidding Phase								
A/E Fee 5%	*\$	4,250.93	0%	*\$	0.00	*\$ 0.00	*\$	0.00
Construction Adm.								
A/E Fee 20%	*\$	17,003.73	0%	*\$	0.00	*\$ 0.00	*\$	0.00
Reimbursables	*\$	0.00	0%	*\$	0.00	*\$ 0.00	*\$	0.00
TOTALS	*\$	85,018.63		*\$	55,262.11	*\$ 29,756.52	*\$	25,505.60
Total Amount This Request						*\$	25,505.60	

I certify that the above is true and correct to the best of my knowledge.

VA Architecture May 26, 2009
Architect Date


Reynaldo Vargas, A.I.A.

ANY AND ALL QUESTIONS PERTAINING TO THIS INVOICE
SHALL BE ADDRESSED ONLY TO SONIA INFANTE AT 956-631-2242

Vargas & Associates
2029 Industrial Drive
McAllen, Texas 78504
(956) 631-2242

AI-15672

25.C.2.

**Engagement of Architectural Services-Building Renovations and/or Repairs
located in Pct. #2**

CC REGULAR

Date: 06/02/2009

Submitted By: Nielda Cavazos, PURCHASING DEPT.

Submitted For: Nielda Cavazos

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department

Purchasing only: Prct. 2

Information

CAPTION

A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A)(4) a professional service for architectural services in connection with county owned buildings needing repairs and/or renovations located in Precinct #2 for compliance with statutory occupational code provisions;

B. Presentation of scoring grid (for the purposes of ranking by CC) of the firms graded & evaluated through the County's approved "pool" of engineers in connection with professional architectural services required in connection with county owned buildings needing repairs and/or renovations located in Precinct #2 for compliance with statutory occupational code provisions;

1st. _____; 2nd. _____; 3rd. _____;

C. Authority for the Purchasing Department to negotiate a professional architectural services contract with the No.1 ranked firm of _____ for the provision of architectural services (on an As Needed Basis) as described and detailed above and herein.

BACKGROUND

Fiscal Impact

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

services are on an "as needed" basis and funds will be appropriated as work authorizations are issued.

Attachments

Link: Archit

Form Routing/Status

Route Seq Inbox

Approved By Date

Status

1	Purchasing Department (Originator)	Marty Salazar	05/28/2009 12:05 PM	APRV
2	Budget & Management	Veronica Lopez	05/28/2009 01:14 PM	APRV
3	Roland Garcia	Rolando Garcia	05/28/2009 03:27 PM	APRV
4	Auditor's Office		05/29/2009 05:34 PM	NEW

Form Started By: Nielda Cavazos

Started On: 05/26/2009 11:24 AM

Final Approval Date: 05/29/2009

AI-15670

25.D.1.

Engagement of Engineering Services for County Buildings Repairs and/or Renovations
CC REGULAR

Date: 06/02/2009

Submitted By: Nielda Cavazos, PURCHASING DEPT.

Submitted For: Nielda Cavazos

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department

Purchasing only: Prct. 3

Information

CAPTION

A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A)(4) a professional service for engineering services in connection with county buildings needing repairs and/renovations located in Precinct #3 for compliance with statutory occupational code provisions;

B. Presentation of scoring grid (for the purposes of ranking by CC) of the firms graded & evaluated through the County's approved "pool" of engineers in connection with professional engineering services required for county owned buildings that need repairs and/or renovations located in Precinct #3 to comply with statutory occupational code limits;

1st. _____; 2nd. _____; 3rd. _____;

C. Authority for the Purchasing Department to negotiate a professional engineering services Contract with the No.1 ranked firm of _____ for the provision of engineering services (on an As Needed Basis) as identified and detailed above and herein;

D. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A)(4) a professional service for architectural services in connection with county buildings needing repairs and/or renovations located in Precinct #3 for compliance with statutory occupational code provisions;

E. Presentation of scoring grid (for the purposes of ranking by CC) of the firms graded & evaluated through the County's approved "pool" of Professional Architectural Services in connection with professional architectural services required for for county owned buildings needing repairs and/or renovations located in Precinct #3;

1st. _____; 2nd. _____; 3rd. _____;

F. Authority for the Purchasing Department to negotiate a professional architectural services contract with the No.1 ranked firm of _____ for the

provision of architectural services (on an As Needed Basis) for as identified and detailed above and herein.

BACKGROUND

Fiscal Impact

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Services are on an As Needed Basis and funds will be appropriated as Work Authorizations are issued.

Attachments

Link: Engineering Grid

Link: Arch Grid

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	05/28/2009 09:19 AM	APRV
2	Budget & Management	Veronica Lopez	05/28/2009 09:39 AM	APRV
3	Perla Lopez	Perla Lopez	05/28/2009 11:01 AM	APRV
4	Auditor's Office		05/29/2009 05:34 PM	NEW

Form Started By: Nielda Cavazos

Started On: 05/26/2009 11:08 AM

Final Approval Date: 05/29/2009

HIDALGO COUNTY PRECINCT NO 3
FOR
Engineering Services on an “As Needed Basis” for Building
Repairs and/or Renovations

Scoring & Evaluation
GRID

Total Scores	Javier Hinojosa Engineering	L&G Engineering	Hinojosa Engineering , Inc
Scorer # 1	99	97	95
Average Score	99	97	95
Commissioners Court Ranking			

*SCORING & EVALUATION COMPLETED BY PCT NO 3

HIDALGO COUNTY PRECINCT NO 3
FOR
Architectural Services on an “As Needed Basis” for Building
Repairs and/or Renovations

Scoring & Evaluation
GRID

Total Scores	ERO International	Alcocer Garcia Associates (AGA)	Rike, Ogden, Figueroa Alex Architects
Scorer # 1	98	95	96
Average Score	98	95	96
Commissioners Court Ranking			

*SCORING & EVALUATION COMPLETED BY PCT NO 3

AI-15730

25.E.1.

**Authority to Advertise- Monica Acres Subdivison
CC REGULAR**

Date: 06/02/2009

Submitted By: Yvette Islas, PURCHASING DEPT.

Submitted For: Agapito Vargas

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department

Purchasing only: CAP Pct.3

Information

CAPTION

Requesting authority to advertise for Road & Drainage Construction of Monica Acres Subdivision, a BCAP project with plans and specifications developed and drafted by project engineer, Javier Hinojosa Engineering.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009

ACCT. #: 9-1312-431-00-123-470-1-731/733

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Obj. Code 731 / 733 available balance as of 5/28/09 \$87,307.25, respectively.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	05/28/2009 02:08 PM	APRV
2	Budget & Management	Veronica Lopez	05/28/2009 03:00 PM	APRV
3	Perla Lopez	Perla Lopez	05/28/2009 03:27 PM	APRV
4	Auditor's Office		05/29/2009 05:34 PM	NEW
Form Started By: Yvette Islas			Started On: 05/28/2009 01:24 PM	
Final Approval Date: 05/29/2009				

AI-15719

25.F.1.

**Sheriff's Office - Design of New Communications System -Ranking of SOQ
CC REGULAR**

Date: 06/02/2009

Submitted By: Moises Salazar, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department **Purchasing only:** Sheriff's Office

Information

CAPTION

A. Presentation of scoring grid for the purposes of ranking by CC in connection with responses received for RFQ NO: 2009-122-04-15-MSS-Hidalgo County Sheriff's Office -"Professional Engineering Consulting Services for the Design of New Communications System";

No. 1: _____.

No. 2: _____.

No. 3: _____.

No. 4: _____.

B. Requesting authority for Purchasing Department to negotiate a contract for "Professional Engineering Consulting Services for the Design of New Communications System" with the number one ranked firm of _____ for project referenced project for the Hidalgo County Sheriff's Office.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009

ACCT. #: 9-1100-421-00-280-001-0-311

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Available balance as of 5-29-09 \$50,000.00

Attachments

Link: Evaluation Scoring Grid

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	05/29/2009 12:12 PM	APRV
2	Budget & Management	Veronica Lopez	05/29/2009 01:18 PM	APRV

3	Manuel Chapa	05/29/2009 05:34 PM	PEND
4	Auditor's Office	05/29/2009 05:34 PM	NEW

Form Started By: Moises Salazar

Started On: 05/27/2009 04:58 PM

Final Approval Date: 05/29/2009

HIDALGO COUNTY SHERIFF'S OFFICE

FOR:

Professional Engineering Consulting Services for the Design of New Communications System.

2009-122-04-15-MSS

**Evaluation Scoring
GRID**

	ENGINEERING FIRMS			
	RCC Consultants, Inc.	Federal Engineering, Inc.	CES Network Services, Inc.	Trott Communications Group, Inc.
Evaluator 1	100	98	98	99
Evaluator 2	100	98	100	98
Evaluator 3	98	91	71	79
Evaluator 4	95	95	55	60
Evaluator 5	98	91	89	89
Evaluator 6	100	96	95	92
Total Scores	591	569	508	517
Points Average	98.5	94.8	84.7	86.2
COMMISSIONERS' COURT <u>RANKING</u>				

AI-15733

25.G.2.

**Agreement to Access County Property for Repairs by Property Owner
CC REGULAR**

Date: 06/02/2009
Submitted By: Nielda Cavazos, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** Co. Wide

Information

CAPTION

Requesting approval of Agreement Granting Access to County Property in connection with a request by property owner, Double O Ent., dba, Fiesta Food Stores to access County Property in order to effect repairs to a sewer line as authorized presented to Commissioners' Court on 5-12-09.

BACKGROUND

Fiscal Impact

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

No fiscal impact to Hidalgo County. Property owner to bear all costs.

Attachments

Link: [agenda notes](#)

Link: [agreement](#)

Link: [warrantey deed](#)

Link: [Exhibit C](#)

Link: [Email and Agenda Item](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	05/28/2009 03:56 PM	APRV
2	Budget & Management	Veronica Lopez	05/29/2009 07:42 AM	APRV
3	Ivan Cantu	Ivan Cantu	05/29/2009 08:49 AM	APRV
4	Auditor's Office		05/29/2009 05:34 PM	NEW

Form Started By: Nielda Cavazos
Started On: 05/28/2009 01:54 PM

Final Approval Date: 05/29/2009



AGENDA

CC REGULAR HIDALGO COUNTY COMMISSIONERS' COURT MEETING May 12, 2009 1:30 P.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners' Court will be held in the Commissioners' Courtroom of the Administration Building, 100 E. Cano, 1st floor, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

Burga, Flores, Solinas, Pelaez, Hardy
Roll Call

Pledge of Allegiance

Prayer

Approval of Consent Agenda

5. Open Forum *Burda Burga*

Closed Session:

Commissioners' Court may go into Closed Session pursuant to Chapter 551, Texas Government Code, Sections 551.071, 551.072 & 551.087 to discuss the following:

- A. Real Estate Acquisition
- B. Consultation with Attorney on litigation associated with New Adult Detention Facility & Law Enforcement Center Project
- C. Pending and/or potential litigation
- D. AI-15334 SWEPI, LP v. Railroad Commission of Texas
- E. AI-15342 Claim of Jose M. Coronado
- F. AI-15377 Claim of Yesenia Garcia
- G. AI-15351 C-1173-09-E; Adrian Luna vs. County of Hidalgo

7. Open Session:

- A. Real Estate Acquisition and appropriation for same
- B. Consultation with Attorney on litigation associated with New Adult Detention Facility & Law Enforcement Center Project
- C. Pending and/or potential litigation *Heldens Pond*

15333 SWEPI, LP v. Railroad Commission of Texas

E. AI-15343 Claim of Jose M. Coronado 1/160.08

F. AI-15378 Claim of Yesenia Garcia - 1983.54

G. AI-15352 C-1173-09-E; Adrian Luna vs. County of Hidalgo See 10.2

8.

Closed Session:

Commissioners' Court may reconvene into Closed Session for the discussion regarding the agenda items listed

9.

Open Session:

Commissioners' Court may reconvene into Open Session for the discussion regarding the agenda items listed

10.

Executive Officer - Valde Guerra:

A. *[Signature]*

1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024(A) (4) "a Professional Service" for the "provision of legal services/representation in connection with litigation."

2. Requesting engagement with the firm of Bobby Pueria for the "Provision of Legal Services/Representation in connection with Litigation"

B. AI-15394 Discussion and possible action regarding salary increases of the County Court at Law Judges

C. *[Signature]*

AI-15392 Approval of 457 Plan Hardship Withdrawal requests for employees #019135, 132446, 099406 & 089095

D. *[Signature]*

AI-15412 Discussion and action on a request from private business property owner to access county property (parking lot on Canton and Closner) in order to excavate/repair property owner's sewage line located on county parking lot and to restore county property to original condition once repairs are completed. *[Signature]*

E. *[Signature]*

AI-15414 Status report regarding the "Improving accountability, transparency and efficiency in county government" project

11.

Health & Human Services Department - Eddie Olivarez:

A. *[Signature]*

Discussion and/or action, including but not limited to Indigent Health Care Program and/or Expenditures

12.

Emergency Services Division - Tony Pena:

A. *[Signature]*

AI-15307 Requesting authority to continue cellular services including data cards and emergency Go-Kit with Sprint as well as establish an account between the Division of Emergency Services-Emergency Management and Sprint through the contract with the State of Texas H-GAC-CW-05-02.

B. *[Signature]*

AI-15336 Discussion and action regarding a Declaration of Disaster proclamation for A-H1N1 Influenza, pursuant to Texas Government Code, 418.108.

STATE OF TEXAS §

COUNTY OF HIDALGO §

AGREEMENT GRANTING ACCESS TO COUNTY PROPERTY

This agreement is made on the _____ day of _____, 2009 by and between Hidalgo County Texas, a political subdivision of the State of Texas (hereinafter "County") and Double O Ent., d/b/a Fiesta Food Stores, hereafter Fiesta

WITNESSETH

WHEREAS, A break has occurred on a sewer line owned by Fiesta;

WHEREAS, Repairing the sewer line break will necessitate digging into the asphalt of the parking lot of County owned property which is more particularly described in Exhibit A, attached hereto and made a part hereof for all purposes;

WHEREAS, Fiesta is requesting access to the County property described in Exhibit A;

WHEREAS, The Commissioner's Court of County acted on the request by Fiesta on May 12, 2009 which was included in Agenda Item A1-15412

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the parties for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, have agreed and by these presents agree to the following:

1. Fiesta and its duly authorized contractors are granted the right to enter upon the property described in Exhibit A for the sole purpose of making any and all repairs to the broken sewer line belonging to Fiesta.
2. Raul Sesin, PE, the Director of the Hidalgo County Planning Department is designated to oversee the work to be performed on County property by Fiesta and/or its duly authorized contractors.
3. Fiesta and / or its contractors will comply with all safety issues in accordance with the County Safety Division rules and regulations.

4. It is specifically understood by the parties that:

- A. The County property will be restored to its original condition after the work is completed at no cost to the County. All of the work contemplated hereunder will be completed no later than the _____ day of _____, 2009.
- B. Fiesta shall provide County with proof of insurance in an amount acceptable to County for any loss including responsibility for any third party claim on any incident arising from this repair project.
- C. County shall not be liable or responsible for, and shall be saved and held harmless by Fiesta, from and against any and all suits, actions losses, damages, claims or any liability of any character, type or description including all expenses of litigation, court costs and attorneys fees for injury or death to any person, or injury to property received or sustained by any person or property arising out of or occasioned by, directly or indirectly, the performance of the repair work contemplated under this agreement.
- D. This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County.

JD Salinas
County Judge
County of Hidalgo

JR Trevino
Double O Ent. d/b/a
Fiesta Food Stores

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF HIDALGO §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Juan De Dios Salinas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office, this _____ day of _____, 2009

Notary Public, State of Texas

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF HIDALGO §

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

Given under my hand and seal of office, this _____ day of _____, 2009

Notary Public, State of Texas

APPROVED AS TO FORM

Antonio Mendoza
Assistant Criminal District Attorney

Prepared by the State Bar of Texas for use by Lawyers only. Reviewed 1-1-76.
To select the proper form, fill in blank spaces, strike out form provisions or
insert special terms constitutes the practice of law. No "standard form" can
meet all requirements. 4-5-51-51-53

NOTICE

VOL 1720 PAGE 936

WARRANTY DEED

THE STATE OF TEXAS

COUNTY OF
HIDALGO

KNOW ALL MEN BY THESE PRESENTS:

That Clark Development Ventures, a Texas general partnership (whose sole partners are Clark Development Company, a Texas corporation, and Retail Development Corporation, a Texas corporation) is a Texas corporation organized under the laws of the State of Texas, and State of Texas, Harris County, Texas, for and

of the County of Harris and State of Texas

Ten and no/100 (\$10.00)..... DOLLARS

and other valuable consideration to the undersigned paid by the grantee herein named, the receipt of which is hereby acknowledged,

have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto School Employees Retirement Board of Ohio

of the County of Franklin

and State of

, all of

the following described real property in

Hidalgo

County, Texas, to-wit:

Approximately 6.5 acres, as more fully described in Exhibit "A" attached hereto and incorporated herein by reference for all purposes.

Current ad valorem taxes on said property having been prorated, the payment thereof is assumed by Grantee(s).

This conveyance is made and accepted subject to the following matter, to the extent same are in effect at this time: Any and all restrictions, reservations, covenants, conditions and easements, if any, relating to the hereinabove described property, but only to the extent they are still in effect, shown of record in the hereinabove mentioned County and State, and to all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, but only to the extent that they are still in effect, relating to the hereinabove described property.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said grantee, its successors ~~XXXXX~~ and assigns forever; and it does ~~XX~~ hereby bind itself and its successors ~~the city of New York and administrators to~~

WARRANT AND FOREVER DEFEND all and singular the said premises unto the said grantee,

heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this 23d day of

April
A.D. 19 81

Clark Development Ventures

Attest:

Clark Development Company Managing Partner

By: W. Floyd Clark W. Floyd Clark, President

~~R.~~ Denhy Clark

THE STATE OF TEXAS §
COUNTY OF HIDALGO §
TITLE REPORT
NO. 3202161

COPY

Prepared For: COUNTY OF HIDALGO
PURCHASING DEPARTMENT

ATTN: MS. OLGA T. MONTERO, Buyer

Project Name: {“K-MART a 50.00 x 264.5 foot tract of land” }

I, Jorge A. López, hereby certify that after a careful search of the records and files in the office of LandTitleUSA, INC., formerly, HIDALGO COUNTY ABSTRACT & TITLE CO., INC., and THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS, affecting title to the following described tract of land situated in Hidalgo County, Texas to-wit:

THE RECORDS SHOW THE FOLLOWING:

DESCRIPTION: A tract of land out of Lot 2, CANTON PLAZA, an addition to the City of Edinburg, Hidalgo County, Texas, according to the map thereof recorded in Volume 21, Page 183, Map Records, Hidalgo County, Texas,; said tract of land being more particularly described by metes and bounds as follows:

- BEGINNING at the most Southerly Southeast corner of said Lot 2 for the point of beginning;
- THENCE, North 81 degrees 35 minutes West 50.0 feet to the Southwest corner of this tract;
- THENCE, North 8 degrees 25 minutes East 264.5 feet to the Northwest Corner of this tract;
- THENCE, South 81 degrees 35 minutes East 50.0 feet to the Northeast corner of this tract;
- THENCE South 8 degrees 25 minutes West 264.5 feet to the Southeast corner of this tract and POINT OF BEGINNING, containing 0.30 of an acre of land, more or less.

TITLE APPEARS TO BE VESTED IN: COLLECTING BANK, N.A. (A bank in liquidation)
1001 Main Street
Houston, Texas 77002

By a Special Warranty Deed dated January 5, 1992, recorded in Volume 3202, Page 161, Official Records, Hidalgo County, Texas, from First City, Texas – Houston, N.A., formerly known as FIRST CITY NATIONAL BANK OF HOUSTON, To: COLLECTING BANK, N.A. (a bank in liquidation)

COUNTY OF HIDALGO
PURCHASING DEPARTMENT
Pg. 2
Title Report No. 3202161

APPARENT LIENHOLDER OF RECORD: NONE OF RECORD

SUBJECT TO THE FOLLOWING:

Easements and reservations as may appear upon the recorded map of said subdivision recorded in **Volume 21, Page 183, Map Records** of Hidalgo County, Texas.

“Blanket” Easement in favor of **CENTRAL POWER AND LIGHT COMPANY**, from **C. W. Wolcott** and **Mrs. C. W. Wolcott**, dated **October 15, 1947**, recorded in **Volume 633, Page 480, Deed Records**, Hidalgo County, Texas.
{See copy hereto attached}

Statutory rights, rules, regulations, easements and liens in favor of **HIDALGO COUNTY IRRIGATION DISTRICT NO. 2**, pursuant to applicable sections of the Texas Water Code.
{See copy of map hereto attached}

Zoning Ordinances of the **CITY OF EDINBURG, TEXAS**.

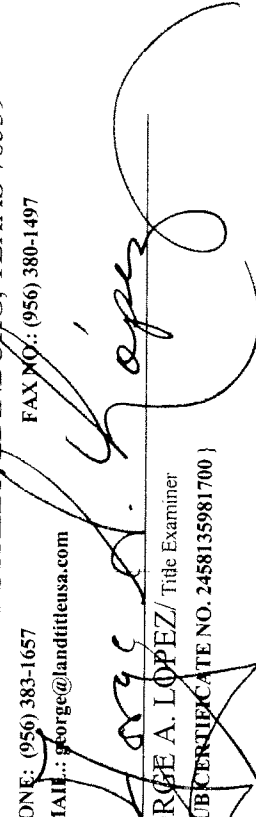
Visible and apparent easements on or across subject property.

SUBJECT TO THE FOLLOWING liens filed against persons of the same or similar names as record title holder or predecessor in title:

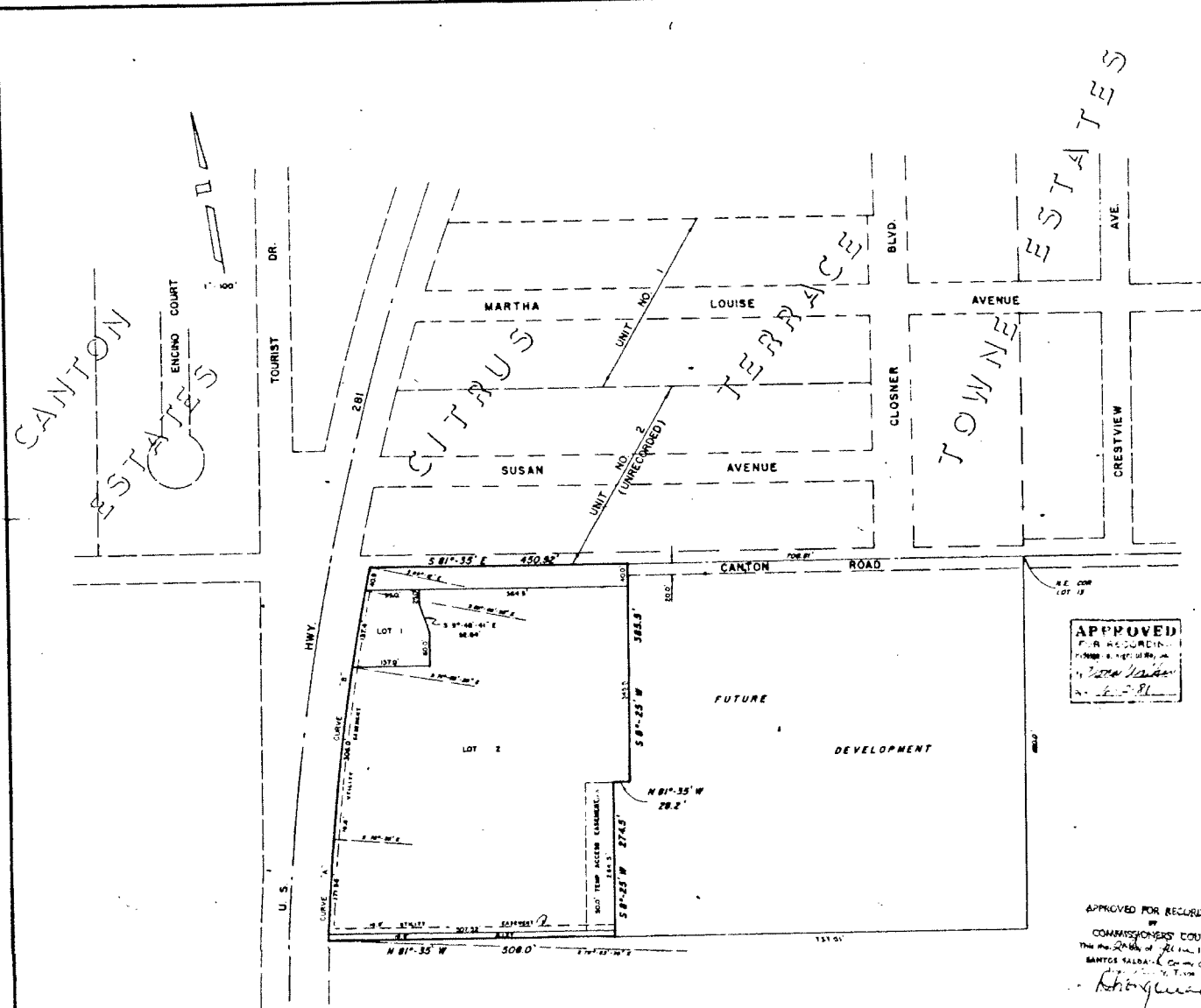
None of Record

As of The 27Th. Day of August 2007, at 5:00 o'clock P.M.

SOUTH TEXAS LAND INVESTIGATIONS
114 NORTH 12TH. STREET, EDINBURG, TEXAS 78539
PHONE: (956) 383-1657
E-MAIL: sgorge@landtitleusa.com FAX NO.: (956) 380-1497


JORGE A. LOPEZ/ Title Examiner
(PUBLIC CERTIFICATE NO. 2458135981700)

The undersigned certifies that this Title Report has been prepared with the same standard of care as would be used for the preparation and issuance of a Commitment of Title Insurance for the property. This Title Report is delivered with the understanding evidence by the acceptance hereof that (1) it is neither a guaranty, warranty nor opinion of title, and (2) any liability arising hereunder shall be limited to the cost of this Title Report.



1977

MAP OF

CANTON PLAZA

EDINBURG, TEXAS

FILED FOR RECORD THIS DATE

AT 1:10 P.M. 1977

BEING A RESUBDIVISION OF 7.46 ACRES OUT OF THE NORTH 1/2 OF LOT 13
 KELLY-PHARR SUBDIVISION, CITY OF EDINBURG, HIDALGO COUNTY, TEXAS

STATE OF TEXAS
 COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PUBLIC SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND, AND FURTHER CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

Larry L. Smith
 LARRY L. SMITH
 REGISTERED PUBLIC SURVEYOR
 EDINBURG, TEXAS
 SURVEYED - NOVEMBER 15, 1978
 JOB # 790553



STATE OF TEXAS
 COUNTY OF HIDALGO

KNOW ALL MEN BY THESE PRESENTS, THAT I, THE UNDERSIGNED, ACTING IN MY CAPACITY AS VICE-PRESIDENT OF CLARK DEVELOPMENT COMPANY, OWNER OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED AS CANTON PLAZA OF THE CITY OF EDINBURG, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS, AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE OF CONSIDERATION THEREIN EXPRESSED.

CLARK DEVELOPMENT COMPANY-EDINBURG
 A TEXAS GENERAL PARTNERSHIP

Thomas R. Knight, Jr.
 THOMAS R. KNIGHT, JR., VICE PRESIDENT

STATE OF TEXAS
 COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED THOMAS R. KNIGHT, JR., KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED. GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 15 DAY OF NOVEMBER, A.D., 1978.

Carol A. Smith
 CAROL A. SMITH, CLERK
 ROTARY PUBLIC IN AND FOR HIDALGO COUNTY, TEXAS

I, THE UNDERSIGNED, CHAIRMAN OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF EDINBURG, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

Nancy Wilcox
 NANCY WILCOX, CHAIRMAN
 CHAIRMAN, PLANNING COMMISSION

THIS PLAT APPROVED BY THE CITY COMMISSION OF THE CITY OF EDINBURG, ON THIS THE 20 DAY OF May, A.D., 1978.

ATTEST:

RONALD A. CASE, MAYOR

Donna McCall
 DONNA MCCALL, CITY SECRETARY

APPROVED FOR RECORDING

BY

COMMISSIONERS COURT

THIS 20th DAY OF May 1978

BARTOL SALDAÑA, CLERK

CITY OF EDINBURG, TEXAS

Bartol Saldaña

THIS PLAT APPROVED BY THE HIDALGO COUNTY BOARD OF COUNTY COMMISSIONERS AND IMPROVEMENT DISTRICT NO. 2
 ON THIS THE 20 DAY OF May, A.D., 1978.

ATTEST:

James C. Pickett
 JAMES C. PICKETT, PRESIDENT

Donna McCall
 DONNA MCCALL, CITY SECRETARY

James C. Pickett
 JAMES C. PICKETT, PRESIDENT

EXHIBIT “C”

Insurance Requirements

Applicable to the Acquisition of Goods and /or Services (other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar (\$500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.
2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars (\$300,000.00) per person and Five Hundred Thousand Dollars (\$500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand (\$500,000.00) arising out of the services provided to County hereunder.
3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD		CERTIFICATE OF INSURANCE		DATE (MM/DD/YY)
PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.		
INSURED		INSURERS AFFORDING COVERAGE		
		INSURER A:		
		INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THEIR TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE	COVERAGE	LIMITS	
A	GENERAL LIABILITY					EACH OCCURRENCE	\$
	☐ COMMERCIAL GENERAL LIABILITY					FIRE DAMAGE (Any one fire)	\$
	☐ CLAIMS MADE - OCCUR					MEI (Any one person)	\$
	☐ OWNER'S & CONT. PROT.					PER PERSON & ADV. INJURY	\$
	☐ OWNER'S PROTECTIVE LIABILITY					GENERAL AGGREGATE	\$
	☐ GEN'L AGGREGATE LIMIT APPLIES PER POLICY PROJECT ☐ LOC					PRODUCTS - COMP. OP	\$
B	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (EA accident)	\$
	☐ ANY AUTO					BODILY INJURY (Per person)	\$
	☐ ALL OWNED AUTOS					BODILY INJURY (Per accident)	\$
	☐ SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident)	\$
	☐ HIRED AUTOS					AUTO ONLY EA ACCIDENT	\$
	☐ NON-OWNED AUTOS					OTHER THAN AUTO ONLY EA ACC AGG	\$
	GARAGE LIABILITY						
	☐ ANY AUTO					EACH OCCURRENCE	\$
C	EXCESS LIABILITY					AGGREGATE	\$
	☐ OCCUR ☐ CLAIMS MADE						\$
	☐ DEDUCTIBLE						\$
	☐ RETENTION \$						\$
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY					WC STATE ☐ OTHER	
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE EA EMPLOYEE	\$
						E.L. DISEASE POLICY LIMIT	\$
	OTHER						
DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS							
County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.							
CERTIFICATE HOLDER		ADDITIONAL INSURED, INSURER LETTER		CANCELLATION			
Hidalgo County Attn: Purchasing Department 2812 S Highway Bus. 281 Edinburg, Texas 78539				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.			
				AUTHORIZED REPRESENTATIVE			

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- ☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;
- ☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: \$_____ General Liability: \$_____

- ☐ have already been met, see attached copy of insurance certificate.

Authorized Representative

Date

Notice to Bidder:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

Authorized Signature

Date

Company

Address

City, State, Zip

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, May 21, 2009 3:18 PM
To: nielida.cavazos@co.hidalgo.tx.us
Subject: FW: Fiesta Food Store Sewer Line

Attachments: agen.pdf

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, May 20, 2009 4:16 PM
To: 'Antonio Mendoza'
Cc: 'Valde Guerra'; 'Monica Badillo'; 'ramon.vela@co.hidalgo.tx.us'; 'Darlene Betancourt'; 'Oscar Garza'; 'Daniel Flores'
Subject: FW: Fiesta Food Store Sewer Line

Dear Tony:

There was an item on last week's agenda 5-12-09 under Executive Officer, Valde Guerra, 10.D.- Agenda Item #15412 (attached hereto) that add:

- 1) Raul Sesin, PE, Director of Hidalgo County Planning Department was designated to oversee the work to be performed by the property owner
 - 2) That all safety issues be complied with by the property owner in accordance with the County Safety Division;
 - 3) That the County's property be restored to its original condition after work was completed;
 - 4) That the County proceed to draft some type of agreement to address obligations on the part of the property owner and the County regarding playing paralegal here (ha! ha!-notice it's not practicing law without a license): but would we need to draft a right of entry agreement?
- If you require any further information or assistance regarding this matter, please do not hesitate to contact me.

Marty

From: Monica Badillo [mailto:monica.badillo@co.hidalgo.tx.us]
Sent: Wednesday, May 20, 2009 3:03 PM
To: martha.salazar@co.hidalgo.tx.us; 'Valde Guerra'
Subject: FW: Fiesta Food Store Sewer Line

FYI

Monica Badillo, Court Administrator

County of Hidalgo

2818 S. Bus. Hwy. 281

Edinburg, Texas 78539

(956) 292-7025 ext. 5404

(956) 292-7034 (fax)

From: Antonio Mendoza [mailto:antonio.mendoza@da.co.hidalgo.tx.us]
Sent: Friday, May 08, 2009 4:37 PM
To: Monica Badillo
Subject: Re: Fiesta Food Store Sewer Line

Hi Monica,

I need something in writing before I can give any advice.

Thanks.

Antonio Mendoza
Assistant Criminal District Attorney
100 E. Cano, 2nd Floor
Edinburg, Texas 78539
Tel. 956-318-2958
Fax 956-318-2699

CONFIDENTIAL ATTORNEY COMMUNICATION: The foregoing message and all attachments, may be protected by the attorney-client privilege or may be

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

From: "Monica Badillo" <monica.badillo@co.hidalgo.tx.us> Sent 5/8/2009 3:40:09 PM
To: antonio.mendoza@da.co.hidalgo.tx.us
Cc: "'Valde Guerra'" <valde.guerra@co.hidalgo.tx.us>, roy.quintanilha@co.hidalgo.tx.us, "'Daniel Flores'" <daniel.flores@co.hidalgo.tx.us>,)
Subject: FW: Fiesta Food Store Sewer Line

Good afternoon,

Please review and advise regarding the following: : Discussion and action on a request from property owner to access county property to ex

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

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

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

Look at the original form they modified it.

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

Daniel where is the memo?
It wasn't attached.

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

From: Daniel Flores [mailto:daniel.flores@co.hidalgo.tx.us]
Sent: Thursday, May 07, 2009 4:29 PM
To: Monica Badillo
Subject: FW: Fiesta Food Store Sewer Line

They modified the original request. Please see memo.

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

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

--- On Thu, 5/7/09, Daniel Flores <daniel.flores@co.hidalgo.tx.us> wrote:

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

Mr. Trevino,

Your request for permission to excavate/repair a sewage line located on County property was received. What is needed is the assurance (in wr

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

Dear Mr. Daniel Flores

As per our conversation this afternoon I am sending you this request on behalf of Double O Ent. DBA Fiesta Food Stores concerning a sewer li

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

Thank you

J.R. Trevino

956-533-3630

AI-15643**10.B.****Agreement Granting Access to County Property
CC REGULAR****Date:** 05/26/2009**Submitted By:** Marty Salazar, PURCHASING DEPT.**Submitted For:** Valde Guerra/Executive Officer**Department:** PURCHASING DEPT.**Agenda Category:** Comm. Court Executive Office **Purchasing only:** Hidalgo County**Information****CAPTION**

Requesting approval of Agreement Granting Access to County Property in connection with a request by property owner, Double O Ent., dba, Fiesta Food Stores to access County property in order to effect repairs to a sewer line as authorized presented to Commissioners' Court on 5-12-09.

BACKGROUND

Agreement Granting Access to County Property was drafted and approved by Asst DA Antonio Mendoza.

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

The property owner shall pay for all expenses arising from the sewer repair project and thus no fiscal impact is anticipated to the County.

AttachmentsLink: [Warranty Deed & Title Report](#)Link: [Agenda Notes CC 5-12-09](#)Link: [Email](#)Link: [Granting Access Agreement-Fiesta Food Stores](#)**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Rosie Cantu	05/22/2009 08:56 AM	APRV
2	Ivan Cantu	Ivan Cantu	05/22/2009 09:04 AM	APRV
3	Auditor's Office		05/22/2009 05:21 PM	PEND
4	Ivan Cantu	Ivan Cantu	05/22/2009 09:50 AM	APRV
5	Auditor's Office	Becky Morales	05/22/2009 01:42 PM	APRV
6	Ivan Cantu	Ivan Cantu	05/22/2009 02:02 PM	APRV
7	Auditor's Office		05/22/2009 05:21 PM	NEW

Form Started By: Marty Salazar Started On: 05/21/2009 03:04 PM
Final Approval Date: 05/22/2009