AI-16030 **6.D.**

Claim of Araceli Vargas

CC REGULAR

Date:	06/22/2009
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Closed Session

Information

CAPTION

Claim of Araceli Vargas

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/16/2009 01:16 PM	APRV
2	Auditor's Office		06/18/2009 05:09 PM	NEW

Form Started By: Aida Alvarez — Started On: 06/16/2009 10:22 AM

Final Approval Date: 06/18/2009

AI-16025 **6.E.**

Claim of Maria Olga Almanzar

CC REGULAR

Date:	06/22/2009
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Closed Session

Information

CAPTION

Claim of Maria Olga Almanzar

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/16/2009 01:14 PM	APRV
2	Auditor's Office		06/18/2009 05:09 PM	NEW

Form Started By: Aida Alvarez — Started On: 06/16/2009 09:40 AM

Final Approval Date: 06/18/2009

AI-16023 **6.F.**

Claim of Ramon Vasquez

CC REGULAR

Date:	06/22/2009
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Closed Session

Information

CAPTION

Claim of Ramon Vasquez

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/16/2009 01:13 PM	APRV
2	Auditor's Office		06/18/2009 05:09 PM	NEW

Form Started By: Aida Alvarez — Started On: 06/16/2009 09:34 AM

Final Approval Date: 06/18/2009

AI-16021 **6.G.**

Claim of Lorenzo Cavazos

CC REGULAR

Date:	06/22/2009
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Closed Session

Information

CAPTION

Claim of Lorenzo Cavazos

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/16/2009 01:12 PM	APRV
2	Auditor's Office		06/18/2009 05:09 PM	NEW
Form Started By: Aida Alvarez			Started On: 06/16/2009 09:29 AM	
Final Approval Date: 06/18/2009				

AI-16075 **6.H.**

Claim of Guzman & Munoz Engineering, Inc.

CC REGULAR

Date:	06/22/2009
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Closed Session

Information

CAPTION

Claim of Guzman & Munoz Engineering, Inc.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/17/2009 01:57 PM	APRV
2	Auditor's Office		06/18/2009 05:09 PM	NEW

Form Started By: Aida Alvarez — Started On: 06/17/2009 01:37 PM

Final Approval Date: 06/18/2009

AI-16108 **6.I.**

Civil Action No. M-09CV29; Jose Luis Vargas vs Sheriff Lupe Trevino and County of Hidalgo

CC REGULAR

Date:	06/22/2009
Submitted By:	Angela Garcia, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Closed Session

Information

CAPTION

Civil Action No. M-09CV29; Jose Luis Vargas vs Sheriff Lupe Trevino and County of Hidalgo

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/18/2009 04:15 PM	APRV
2	Auditor's Office		06/18/2009 05:09 PM	NEW
Form Started By: Angela Garcia			Started On: 06/18/2009 03:57 PM	
Final Approval Date: 06/18/2009				

AI-16031 **7.D.**

Claim of Araceli Vargas

CC REGULAR

Date:	06/22/2009
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Open Session

Information

CAPTION

Claim of Araceli Vargas

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/16/2009 01:17 PM	APRV
2	Auditor's Office		06/18/2009 05:09 PM	NEW

Form Started By: Aida Alvarez — Started On: 06/16/2009 10:24 AM

Final Approval Date: 06/18/2009

AI-16026 **7.E.**

Claim of Maria Olga Almanzar

CC REGULAR

Date:	06/22/2009
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Open Session

Information

CAPTION

Claim of Maria Olga Almanzar

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/16/2009 01:14 PM	APRV
2	Auditor's Office		06/18/2009 05:09 PM	NEW

Form Started By: Aida Alvarez — Started On: 06/16/2009 09:42 AM

Final Approval Date: 06/18/2009

AI-16024 **7.F.**

Claim of Ramon Vasquez

CC REGULAR

Date:	06/22/2009
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Open Session

Information

CAPTION

Claim of Ramon Vasquez

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/16/2009 01:13 PM	APRV
2	Auditor's Office		06/18/2009 05:09 PM	NEW

Form Started By: Aida Alvarez — Started On: 06/16/2009 09:37 AM

Final Approval Date: 06/18/2009

AI-16022 **7.G.**

Claim of Lorenzo Cavazos

CC REGULAR

Date:	06/22/2009
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Open Session

Information

CAPTION

Claim of Lorenzo Cavazos

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/16/2009 01:12 PM	APRV
2	Auditor's Office		06/18/2009 05:09 PM	NEW

Form Started By: Aida Alvarez — Started On: 06/16/2009 09:31 AM

Final Approval Date: 06/18/2009

AI-16076 **7.H.**

Claim of Guzman & Munoz Engineering, Inc.

CC REGULAR

Date:	06/22/2009
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Open Session

Information

CAPTION

Claim of Guzman & Munoz Engineering, Inc.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/17/2009 01:58 PM	APRV
2	Auditor's Office		06/18/2009 05:09 PM	NEW

Form Started By: Aida Alvarez — Started On: 06/17/2009 01:39 PM

Final Approval Date: 06/18/2009

AI-16107 **7.I.**

Civil Action No. M-09CV29 Jose Luis Vargas vs Sheriff Lupe Trevino and County of Hidalgo

CC REGULAR

Date: 06/22/2009
Submitted By: Angela Garcia, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Category: Open Session

Information

CAPTION

Civil Action No. M-09CV29; Jose Luis Vargas vs Sheriff Lupe Trevino and County of Hidalgo

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/18/2009 04:15 PM	APRV
2	Auditor's Office		06/18/2009 05:09 PM	NEW
Form Started By: Angela Garcia			Started On: 06/18/2009 03:52 PM	
Final Approval Date: 06/18/2009				

AI-16007 **10.B.**

457 Hardship requests

CC REGULAR

Date:	06/22/2009
Submitted By:	Angela Garcia, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Approval of 457 Plan hardship withdrawal requests for employees #047066, #028444, #069949, #080128, #154326, #072583, #044555, #022101, #016306, #099791, #085707 & #126756.

BACKGROUND

Fiscal Impact

Attachments

Link: Employee #047066

Link: Employee #069949

Link: Employee #028444

Link: form

Link: forms

Link: 016306

Link: 85707

Link: 126756

Link: 099791

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/15/2009 11:29 AM	APRV
2	Veronica Lopez	Veronica Lopez	06/16/2009 08:22 AM	APRV
3	Auditor's Office		06/18/2009 05:09 PM	NEW

Form Started By: Angela Garcia — Started On: 06/15/2009 10:16 AM

Final Approval Date: 06/18/2009

SIMPKINS & ASSOCIATES
HARDSHIP REQUEST NOTIFICATION

Please print or type.
Plan Name 457 PLAN Employee # 0478066

Participant [redacted]

Address [redacted]

Social Sec [redacted]

SECTION I – Hardship Withdrawal Request

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

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

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

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

Hardship Requested $ 100% Year-to-date deferrals _____

Total amount deferred since you initially joined the plan $ _____

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

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

PARTICIPANT SIGNATURE X Rolando Lopez Date 06/12/09

SECTION II – Authorized Plan Representative

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

AUTHORIZED PLAN REPRESENTATIVE X _____ Date _____

SECTION III – Distribution Procedure

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

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

SIMPKINS & ASSOCIATES
HARDSHIP REQUEST NOTIFICATION

Please print or type.
Plan Name 457 PLAN Employee # 069949

Participant N [redacted]

Address 4 [redacted]

Social Secur [redacted]

SECTION I – Hardship Withdrawal Request

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

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

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

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

Hardship Requested $ ALL Year-to-date deferrals 0

Total amount deferred since you initially joined the plan $ ALL

Have you ever taken a hardship before? NO If so what was the amount taken $ 0

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

PARTICIPANT SIGNATURE X Consuelo A. Sanchez Date 6/15/09

SECTION II – Authorized Plan Representative

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

AUTHORIZED PLAN REPRESENTATIVE X _____ Date _____

SECTION III – Distribution Procedure

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

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

RECEIVED BY
2009 JUN 15 PM 4:17

Employee # 028444

SIMPKINS & ASSOCIATES
HARDSHIP REQUEST NOTIFICATION

Please print or type.
Plan Name 457 Deferred Compensation Plan

Participant N

Address

Social Secu

SECTION I

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

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

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

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

Hardship Requested $ ALL Year-to-date deferrals _____

Total amount deferred since you initially joined the plan $ _____

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

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

PARTICIPANT SIGNATURE X Sylvia Rocha **Date** 6-15-09

SECTION II – Authorized Plan Representative

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

AUTHORIZED PLAN REPRESENTATIVE X _____ **Date** _____

SECTION III – Distribution Procedure

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

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

SIMPKINS & ASSOCIATES
HARDSHIP REQUEST NOTIFICATION

Employee # 080128 A. Prob.

Please print or type.
Plan Name 457 Plan

Participant Name

Address 405 City Donna

Social Security N Daytime Phone No. (9

SECTION I – Har

I understand that this withdrawal will be considered to be due to financial hardship on of the withdrawal is necessary to satisfy an immediate and heavy financial need. I all distributions, other than this withdrawal due to financial hardship, and all other non-taxable loans currently available to me under the Plan, as well as all other plans maintained by the Company. I understand that this withdrawal will be taxable as ordinary income in the calendar year in which I receive it. **In addition, a 10% penalty tax will apply unless I am at least 59-1/2 years of age or I use the funds withdrawn to pay certain deductible medical expenses as provided by law.**

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

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

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

Hardship Requested $ Balance Year-to-date deferrals ?

Total amount deferred since you initially joined the plan $?

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

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

PARTICIPANT SIGNATURE X _____ Date 6-12-09

SECTION II – Authorized Plan Representative

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

AUTHORIZED PLAN REPRESENTATIVE X _____ Date _____

SECTION III – Distribution Procedure

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

Fax request to:
(972) 960-7133

CC 6/23/09

RECEIVED BY
HIDALGO COUNTY TREASURER

2009 JUN 12 PM 2 30

SIMPKINS & ASSOCIATES
HARDSHIP REQUEST NOTIFICATION

Please print or type.
Plan Name Hidalgo County 457 Plan Endowt # 154326

Participant Name [redacted] Garcia

Address 401 [redacted]

Social Security N [redacted] **Daytime Phone No.** [redacted]

SECTION I – Ha

I understand that thi[s] due to financial hardship the withdrawal is n[ot] d heavy financial need. distributions, other t[han] ardship, and all other no[n-] me under the Plan, as well as all other plans maintained by the Company. I understand that this withdrawal [is] taxable as ordinary income in the calendar year in which I receive it. **In addition, a 10% penalty tax will apply unless I am at least 59-1/2 years of age or I use the funds withdrawn to pay certain deductible medical expenses as provided by law.**

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

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

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

Hardship Requested $ 10020 Year-to-date deferrals _____

Total amount deferred since you initially joined the plan $ _____

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

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

PARTICIPANT SIGNATURE X Alberto R Garcia Date 6/14/09

SECTION II – Authorized Plan Representative

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

AUTHORIZED PLAN REPRESENTATIVE X _____ Date _____

SECTION III – Distribution Procedure

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

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

SIMPKINS & ASSOCIATES
HARDSHIP REQUEST NOTIFICATION

Please print or type.

Plan Name 457 Deferred Compensation Plan Employee #072583

Participant Name [redacted]

Address 1018 [redacted] Texas [redacted]

Social Security No. [redacted] **Daytime Phone No.** (95[redacted]

SECTION I – Hardsh

I understand that this wit[redacted] to financial hardship only [redacted] the withdrawal is neces[redacted] avy financial need. I rep[redacted] distributions, other than [redacted] hip, and all other non-taxa[redacted] me under the Plan, as [redacted] the Company. I understand that [redacted] taxable as ordinary income in the calendar year in which I receive it. In addition, a 10% penalty tax will apply unless I am at least 59-1/2 years of age or I use the funds withdrawn to pay certain deducible medical expenses as provided by law.

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

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

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

Hardship Requested $ 100 % Year-to-date deferrals $ 8,600.00

Total amount deferred since you initially joined the plan $ 100 %

Have you ever taken a hardship before? NO If so what was the amount taken $ N/A

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

PARTICIPANT SIGNATURE X Robert Lipsey Date 6-17-09

SECTION II – Authorized Plan Representative

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

AUTHORIZED PLAN REPRESENTATIVE X _____ Date _____

SECTION III – Distribution Procedure

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

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

SIMPKINS & ASSOCIATES
HARDSHIP REQUEST NOTIFICATION

Please print or type.
Plan Name 457 Deferred Compensation Plan Employee #044555

Participant Name [redacted]

Address 1822 [redacted] WESLACO, TX [redacted]

Social Security No. [redacted] **Daytime Phone No.** (9 [redacted]

SECTION I – Hardship Withdrawal

I understand that this w[redacted] to financial hardship only. I represent that the withdrawal is nece[redacted] eavy financial need. I re[redacted] distributions, other thar[redacted] ship, and all other non-tax[redacted] me under the Plan, as well as all other plans maintained by the Company. I understand that this withdrawal will be taxable as ordinary income in the calendar year in which I receive it. In addition, a 10% penalty tax will apply unless I am at least 59-1/2 years of age or I use the funds withdrawn to pay certain deductible medical expenses as provided by law.

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

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

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

Hardship Requested $ 100 % Year-to-date deferrals $ ~~1,600.00~~

Total amount deferred since you initially joined the plan $ 100 %

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

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

PARTICIPANT SIGNATURE X [redacted] Date 17 June 2005

SECTION II – Authorized Plan Representative

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

AUTHORIZED PLAN REPRESENTATIVE X _____ Date _____

SECTION III – Distribution Procedure

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

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

SIMPKINS & ASSOCIATES
HARDSHIP REQUEST NOTIFICATION

Please print or type.
Plan Name 457 Deferred Compensation Plan Employer 022101

Participant Name [redacted]

Address 928 [redacted] Wes[redacted]

Social Security No. 4[redacted] **Daytime Phone No.** ([redacted]

SECTION I – Hardshi[redacted]

I understand that this with[redacted] financial hardship o[redacted] the withdrawal is necessa[redacted]y financial need. I[redacted] distributions, other than th[redacted]p, and all other non-[redacted] me under the Plan, as we[redacted] plans maintained by the Company. I und[redacted] taxable as ordinary income in the calendar year in which I receive it. **In addition, a 10% penalty tax will apply unless I am at least 59-1/2 years of age or I use the funds withdrawn to pay certain deductible medical expenses as provided by law.**

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

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

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

Hardship Requested $ 100 % Year-to-date deferrals 600.00

Total amount deferred since you initially joined the plan $ 100 %

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

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

PARTICIPANT SIGNATURE X Ricardo Nieto Date 6-17-09

SECTION II – Authorized Plan Representative

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

AUTHORIZED PLAN REPRESENTATIVE X _____ Date _____

SECTION III – Distribution Procedure

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

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

SIMPKINS & ASSOCIATES
HARDSHIP REQUEST NOTIFICATION

Please print or type.
Plan Name 457 Plan Employee # 016206

Participant Name [redacted]

Address [redacted]

Social Security No. [redacted] Home Phone No. [redacted]

SECTION I – Hardship

I understand that this withdr[redacted] financial hardship or the withdrawal is necessar[redacted] y financial need. I [redacted], and all other non-t[redacted] me under the Plan, as well as all other plans [redacted] e Company. I understand that this withdrawal will be taxable as ordinary income in the calendar year in which I receive it. **In addition, a 10% penalty tax will apply unless I am at least 59-1/2 years of age or I use the funds withdrawn to pay certain deductible medical expenses as provided by law.**

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

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

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

Hardship Requested $ 100 % Year-to-date deferrals —

Total amount deferred since you initially joined the plan $ —

Have you ever taken a hardship before? No If so what was the amount taken $ —

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

PARTICIPANT SIGNATURE X [redacted] Date 06-18-09

SECTION II – Authorized Plan Representative

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

AUTHORIZED PLAN REPRESENTATIVE X _____ Date _____

SECTION III – Distribution Procedure

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

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

SIMPKINS & ASSOCIATES
HARDSHIP REQUEST NOTIFICATION

Please print or type.
Plan Name 457 Plan (Emp # 85707)

Participant Name [redacted]

Address [redacted]

Social Security No [redacted] Daytime Phone N[redacted]

SECTION I – Hard[redacted]

I understand that this [redacted] ue to financial hardsl [redacted] of the withdrawal is nec [redacted] heavy financial nee[redacted] all distributions, other tha [redacted] rdship, and all other [redacted] to me under the Plan, as well as all other plans maintained by the Company. I [redacted] that this withdrawal will be taxable as ordinary income in the calendar year in which I receive it. In addition, a 10% penalty tax will apply unless I am at least 59-1/2 years of age or I use the funds withdrawn to pay certain deductible medical expenses as provided by law.

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

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

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

Hardship Requested $ 100% Year-to-date deferrals 0

Total amount deferred since you initially joined the plan $ N/A

Have you ever taken a hardship before? N/A If so what was the amount taken $ 0

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

PARTICIPANT SIGNATURE X Juan M. Contreras Date 6/15/07

SECTION II – Authorized Plan Representative

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

AUTHORIZED PLAN REPRESENTATIVE X _____ Date _____

SECTION III – Distribution Procedure

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

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

SIMPKINS & ASSOCIATES
HARDSHIP REQUEST NOTIFICATION

Please print or type.
Plan Name 457 Plan Emp # 126756

Participant Name San Juanita B. Hernandez (DOB 08-30-1966)

Address 602 San Martin St.

Social Security No. 464 24 4580 **Daytime Phone No.** (956) 283-1711

SECTION I – Hardship Withdrawal Request

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

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

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

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

Hardship Requested $_____ Year-to-date deferrals_____

Total amount deferred since you initially joined the plan $_____

Have you ever taken a hardship before? YES If so what was the amount taken $ 300.00

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

PARTICIPANT SIGNATURE X San Juanita Bonilla Date June 17, 2009

SECTION II – Authorized Plan Representative

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

AUTHORIZED PLAN REPRESENTATIVE X_____ Date_____

SECTION III – Distribution Procedure:

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

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

Restitution Center Employee#099791

SIMPKINS & ASSOCIATES
HARDSHIP REQUEST NOTIFICATION

Please print or type.
Plan Name 457 ~~Plan~~ Deferred Compensation Plan

Particip

Address

Social Security No.

SECTION I – Hardship Withdrawal Request

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

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

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

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

Hardship Requested $ 100% Year-to-date deferrals _____

Total amount deferred since you initially joined the plan $ 100%

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

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

PARTICIPANT SIGNATURE X Noe Salas Jr Date 06/17/09

SECTION II – Authorized Plan Representative

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

AUTHORIZED PLAN REPRESENTATIVE X _____ Date _____

SECTION III – Distribution Procedure

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

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

AI-15995 **10.C.**

Request for extension from Hid. Co. Emergency Services Dist. 4 to file annual audit

CC REGULAR

Date:	06/22/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Request from Emergency Services District #4 for extension to file annual audit

BACKGROUND

Fiscal Impact

Attachments

Link: letter

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/12/2009 09:20 AM	APRV
2	Roland Garcia		06/12/2009 09:22 AM	NEW
Form Started By: Monica Badillo			Started On: 06/12/2009 08:57 AM	
Final Approval Date: 06/12/2009				

HIDALGO COUNTY EMERGENCY SERVICES DISTRICT #4
P.O. BOX 936, ALAMO, TEXAS 78516

RECEIVED
MAY 22 2009
COUNTY JUDGE

May 11, 2009

HIDALGO COUNTY COMMISSIONERS COURT
The Honorable J.D. Salinas
Hidalgo County Judge
P.O. Box 1356
Edinburg, Tx 78539

Dear Honorable Judge Salinas,

On the recommendation of Mr. Manuel B. Garcia, CPA, of Donna, currently auditing the records of Emergency Services District #4 for 2008, we request an extension of the date to file an annual audit, due August 30th , in accordance with Section 775.082 (d) of the Health and Safety Code.

Mr. Garcia is currently working with our ESD Administrator to get our records in order for the audit, in which he will be unable to complete the audit before July 1st. Accordingly, would you please indicate your approval below of a 30 day extension, to August 30th, for submission of our audit report.

Your prompt attention in this matter is appreciated.

Sincerely,

Denton "Butch" Vulgamore, President,
Hidalgo County Emergency Services District #4

Approved _____ Date_____
J. D. Salinas, Hidalgo County Judge

CC: Antonio Sandoval, Hidalgo County Auditor
Fd#4-12

RECEIVED
MAY 22 2009
COUNTY JUDGE

AI-16032 **11.B.**

Health Division - TB Control Program Income Budget

CC REGULAR

Date:	06/22/2009
Submitted By:	Dan Beltran, HEALTH & HUMAN SERVICES DEPT.
Department:	HEALTH & HUMAN SERVICES DEPT.
Agenda Category:	Health & Human Services Dept.

Information

CAPTION

TB Control Program Income (1293):
1. Approval of Certification of Revenues as certified by the County Auditor for The TB Control Program Income .
2. Requesting approval to ammend (increase) the attached TB Control Program Income Budget in the amount of $3,729.00 for the period 9/1/2008 to 8/31/2009 (Account # 9-1293-441-00-340-008-9).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1293-441-00-340-008-9-601

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

BUDGETARY IMPACT:

Appropriation of funds for the TB Control Program Income in the amount of $3,729.00

Revenue account# 9-1293-345-40-340-008-9-000

Attachments

Link: TB Budget

Link: Certification of Revenue

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/16/2009 01:17 PM	APRV
2	Manuel Chapa	Manuel Chapa	06/18/2009 11:23 AM	APRV
3	Auditor's Office		06/18/2009 05:09 PM	NEW

Form Started By: Dan Beltran — Started On: 06/16/2009 10:56 AM

Final Approval Date: 06/18/2009

AI# 16032

DATE: June 16, 2009

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health Department

ACCOUNT NUMBER: 9-1293-441-00-340-008-9 TB Control Program Income

SUBJECT: Budget Amendments (Increases) 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 (increase) to my department budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
9-1293-441-00-340-008-9-601	Office & Computer Supplies	$ 3,729.00
9-1293-345-40-340-008-9-000	T. B. Control Program Income	3,729.00
	TOTAL BUDGET	$ 3,729.00

INCREASE REQUEST $

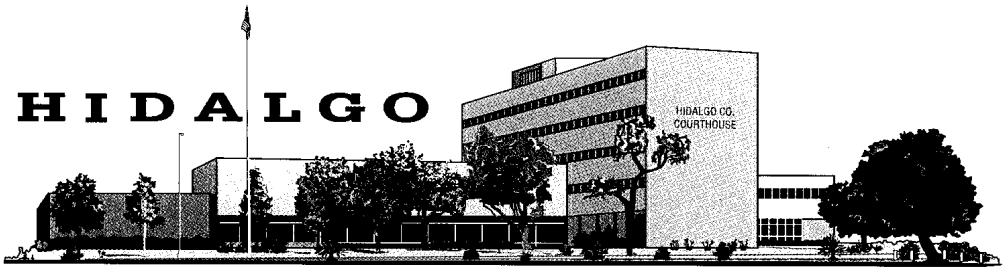
Revenue Account #

REASON: Implement TB Control Program Income Budget for the period 9/1/2008 - 8/31/2009.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST CO. CLERK

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

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

June 18, 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 § 111.07075 SPECIAL BUDGET FOR REVENUE RECEIVED AFTER START OF FISCAL YEAR:

> The county auditor shall certify to the commissioners court the receipt of revenue from a new source not anticipated before the adoption of the budget and not included in the budget for that fiscal year. On certification, the court may adopt a special budget for the limited purpose of spending the revenue for general purposes or for any of its intended purposes.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of program income in the amount of $3,729.00 generated by the Hidalgo County Health & Human Services Department TB Control grant. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

6/18/09
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.

AI-16008 **12.A.**

Purchase Affidavit

CC REGULAR

Date:	06/22/2009
Submitted By:	Yolanda Orozco, EMERGENCY SERVICES DIVISION
Submitted For:	A.A. Tony Pena, Jr.
Department:	EMERGENCY SERVICES DIVISION
Agenda Category:	Emergency Services Division

Information

CAPTION

Requesting approval to reimburse Martin Carrasco for the purchase of fuel for Fire Marshal's office vehicle in the amount of $40.00.

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Available balance of 6,017.46 as of 06/17/09.

2002 Ford Expedition

Attachments

Link: M.Carrasco Fuel Receipt.60309

Link: Memo

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/16/2009 01:10 PM	APRV
2	Roland Garcia	Rolando Garcia	06/17/2009 03:31 PM	APRV
3	Auditor's Office		06/18/2009 05:09 PM	NEW

Form Started By: Yolanda Orozco Started On: 06/15/2009 11:30 AM

Final Approval Date: 06/18/2009

HIDALGO COUNTY AUDITOR'S OFFICE
HIDALGO COUNTY, TEXAS

PURCHASE AFFIDAVIT

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Martin Carrasco, do hereby state that the item(s) listed on the invoice(s) named below
PURCHASER'S NAME
were purchased for the exclusive use of Hidalgo County:

INVOICE NO.	DATE	AMOUNT	NAME OF COMPANY
3-000000386834	6/3/09	40.00	Love's Travel Store
TOTAL		40.00	

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

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

SIGNATURE: Martin Carrasco

TITLE: Martin Carrasco Administrative Assistant
PERSON MAKING PURCHASE

Before me Juan Martinez, a Notary Public, appeared Martin Carrasco and on his oath deposed and stated that the foregoing facts as set forth in the above request for expense reimbursement are true and correct in every respect. He / S___ further stated he / s___ requested payment of the same.

(SEAL)

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

JUAN MARTINEZ
My Commission Expires
May 02, 2012

APPROVAL: DEPARTMENT HEAD

APPROVAL: COUNTY AUDITOR

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

Love's Travel Stops
Store #284

Store #284 Wed 6/3/2009
#3-000000386894 9:02:45 AM
Associate: Harlen V.

---

1 PrePay Fuel 40.00 #1
16.267G @ $2.459/G

Balance Due 40.00

==========

EXACT CHANGE 40.00

Thanks for Stopping!
Come Again Soon!

OFFICE OF THE COUNTY FIRE MARSHAL
County Of Hidalgo

MEMORANDUM

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

FROM: Juan Martinez
Chief Deputy Fire Marshal

DATE: June 17, 2009

SUBJECT: Reimbursement – Fuel Receipt

On June 3, 2009 while conducting official County business, Martin M. Carrasco, Administrative Assistant at the Judge's Office paid with his own cash the attached fuel receipt. He was driving County Vehicle 2002 Ford Expedition, VIN # 1FMRU15L52LB00029, License Plates. When trying to enter his employee ID number as the password, the pump did not accept it.

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

HIDALGO COUNTY
BUDGET OFFICE
2009 JUN 17 PM 2 54

2814 South Business Hwy. 281 ★ Edinburg, Texas 78539-6243 ★ (956) 318-2656 ★ Fax (956) 318-2697

AI-16042 **12.B.**

Approval of the 2009 Interlocal Cooperation Agreement
CC REGULAR

Date:	06/22/2009
Submitted By:	Yolanda Orozco, EMERGENCY SERVICES DIVISION
Submitted For:	A.A. Tony Pena, Jr.
Department:	EMERGENCY SERVICES DIVISION
Agenda Category:	Emergency Services Division

Information

CAPTION

Discussion and approval of the following 2009 Interlocal Cooperation Agreement:

1. Pharr Fire Department

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-422-20-300-017-0-841

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

BUDGETARY IMPACT:

Available balance as of 06/17/09; $6,745.00

Attachments

Link: Pharr Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/16/2009 03:34 PM	APRV
2	Roland Garcia	Rolando Garcia	06/17/2009 02:39 PM	APRV
3	Auditor's Office		06/18/2009 05:09 PM	NEW

Form Started By: Yolanda Orozco Started On: 06/16/2009 03:17 PM

Final Approval Date: 06/18/2009

Interlocal Cooperation Agreement between _____ and Hidalgo County, Texas.

STATE OF TEXAS

COUNTY OF HIDALGO

THIS CONTRACT made on the 18th day of May, by and between the COUNTY OF HIDALGO, TEXAS, hereafter called County, and the City of Pharr, TEXAS, a municipal corporation/non-incorporated area hereinafter called CITY/ENTITY, is made under the authority of Chapter 791.001, Texas Government Code to be effective on the _____ day of _____, 2009.

City/Entity and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et seq., which authorizes local governments to contract with each other to perform Governmental functions under the terms of the Act.

1.0 TERMS

1.1 This contract shall be for a period commencing on _____, and shall terminate on December 31, 2009.

1.2 After December 31, 2009, this Contract, unless terminated as provided elsewhere shall be renewed on a month-to-month basis until re-negotiated by mutual consent of both parties.

1.3 Either party has the option to terminate this Contract by written notification, sixty (60) days prior to cancellation.

1.4 The Rural Emergency Service Incident Report (Exhibit "A") form must be utilized as part of the monthly report submitted to the County Fire Marshal or his designee.

1.5 Any modifications to invoices shall be approved by both parties. Denial of any reimbursement shall be made within ten (10) working days after receipt of such invoice by the County Fire Marshal. Invoices which are approved shall be paid no later than thirty (thirty) days upon receipt of invoice by County.

HIDALGO COUNTY
JUN 15 2009
FIRE MARSHAL'S OFFICE

2.0 DEFINITIONS

2.1 **AUTHORIZED BURNING** – any incident that requires the City/Entity non-emergency response at the Fire Marshal's request to supervise and manage a controlled burn. This does not preclude the property owner from making direct arrangements with the City/Entity for the supervision. Property owner must have in their possession a valid burn permit issued by the Fire Marshal and any other State or Federal authority, adequate equipment and resources on the property to deal with any contingencies.

2.2 **BEE ATTACK** – Any response to a situation where there is an on-going attack or a recent attack that requires first responder entrance into the immediate scene to rescue any person(s); or where there is an immediate danger to the general public from a moving swarm.

2.3 **CATEGORY** – All responses shall be categorized in a category that will be enumerated as I, II, III, IV, V, and VI. Categories are designed to simplify reporting, queries and reimbursement requests.

2.4 **COUNTY FIRE MARSHAL** – the person appointed by the Commissioners Court who is responsible for the administration of fire investigations, fire safety inspections, and fire prevention activities, administration of the Rural Emergency Services Contract and enforcement of the most recently adopted International Fire Code. This is a licensed peace officer position and includes any Deputy Fire Marshal.

2.5 **CITY/ENTITY** - Parent organization for Fire Department whose members are full time, part time, paid or unpaid volunteers, and for the purposes of this contract includes any elements from any public works department that are requested or deployed to assist with the suppression, control or extinguishment of a fire.

2.6 **EMERGENCY SERVICES** – call for services provided by the City/Entity in rural and un-incorporated areas within Hidalgo County.

2.7 **FIRE DEPARTMENT** - any fire suppression based organization whose members are paid, volunteer, or any combination thereof, that has the capability, capacity, training and ability to respond to emergency situation.

2.8 **COUNTY FIRE INVESTIGATORS** – Those officers designated as such, by the County Fire Marshal that are responsible for all duties which may be assigned by the County Fire Marshal.

2.9 **DEPUTY FIRE MARSHAL** – Those officers designated and commissioned as peace officers by the County Fire Marshal that are responsible for all duties which may be assigned by the County Fire Marshal.

2.10 ELECTRICAL – pertaining to or operated by electricity, electrical current used or regarded as a source of energy and/or power.

2.11 EMERGENCY CALL – any request for assistance from a City/Entity, primary or secondary, that requires the use of visual and/or audible emergency notification equipment in its' response. The discretion of the use of the visual/audible equipment shall be within the rules and regulations and/or policies and procedures of the responding fire department.

2.12 EXPLOSION – the sudden loud release of energy and a rapidly expanding volume of gas that occurs when a bomb detonates or gas explodes; a bursting with a loud noise, or a shattering of something into many pieces; a loud noise that occurs suddenly.

2.13 False Alarm – The willful and knowing initiation or transmission of a signal, message, or other notification of an event of fire when not such danger exists.

2.14 FALSE ALARM CALL - Any emergency response to a mischievous or malicious call; or fire alarm system malfunction that require fire personnel to investigate the scene or incident to make a determination as to whether or not there is a fire. If there are two or more alarms at the same location for the same reason, and from the same source, the responding City/Entity must notify the Fire Marshal by the next working date, so the property owner may be notified. The Fire Marshal shall notify the property owner and/or alarm company that any future response may result in a Class C Misdemeanor citation to the person responsible for maintaining the alarm.

2.15 FIRE ALARM – The giving, signaling or transmission to any public fire station, or company, or to any officer or employee thereof, whether by telephone, spoken word or otherwise, of information to the effect that there is a fire at or near the place indicated by the person giving, signaling, or transmitting such information.

2.16 FIREFIGHTING – Any working fire upon arrival, that involves any structure - standing or collapsed and smoldering; an explosion with or without fire, a petroleum based fire; any fire that is fueled by natural vegetation, including brush or grass; any fire involving rubbish.that encompasses an area greater than one-half acres or one-half city block measured at 150'x 150'.

2.17 GOOD INTENT CALLS – Any emergency call response where fire personnel were summoned, but were not required to deal with the incident, there was no actual incident, where no actual services, investigation, or standby was rendered or needed. Response to this type of call must come through a dispatch point.

2.18 HAZARDOUS MATERIAL INCIDENT – any response to any incident at the first responder level, as defined by the Environmental Protection Agency and/or the Texas Commission on Environmental Quality and includes, hazardous material containment, i.e. fuel spills, from any vehicle, including motor vehicles, trains, motorcycle or aircraft.

2.19 ICS – Incident Command System, as defined by the National Incident Management System.

2.20 INCORPORATED AREA - any area(s) within Hidalgo County that exist at time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of property by any respective city.

2.21 LANDING ZONE – Any response where the sole purpose is to establish and assist in providing any helicopter landing zone.

2.22 LAW ENFORCEMENT ASSISTANCE – any non-fire assistance rendered any law enforcement agency, and includes, but is not limited to – vehicle recovery (water), traffic control, crowd control, and "standing-by" for any situation in pursuance of a law enforcement mission.

2.23 MASS CASUALTY INCIDENT – all emergency rescues and/or recovery of victims, eight (8) victims or more, from any major incident or accident, i.e. aircraft, any passenger transportation bus, regardless of cause, building collapse, or assembly area.

2.24 MEDICAL CALL – In an emergency situation, under exigent circumstances, where there is a delayed response by the contracted EMS provider and the situation dictates immediate medical attention due to the delay by the EMS provider. It does not include immediate first aid to stabilize a victim at a scene, when already on scene. This section is not to be construed as a reimbursement plan for a fire-based department that operates an emergency medical service (EMS) otherwise covered by any other contracts that are already in place.

2.25 MUTUAL AID – Situations where a City/Entity is requested to assist another City/Entity to perform any emergency services pursuant to the provisions of Section IV or an emergency situation where a primary responding City/Entity requests assistance from another City/Entity or Department.

2.26 MUTUAL AID – A Primary City/Entity response to an emergency event where the situation is of such magnitude, either upon arrival or during the actual response, that the primary city/entity must declare a multiple alarm and request response from one or more Secondary City/Entity(s) and such assistance is necessary to control, extinguish, or otherwise assist with the response., this includes any element of public works that is called upon to help achieve the objective. Each Secondary City/Entity summoned and that responds is eligible to receive the rate of pay as the primary city/entity. The Fire Chief or designee, for the Primary City/Entity must submit written documentation detailing the reason for a multiple alarm. The call for additional resources made by the Primary City/Entity from the Secondary City/Entity may be based on the extenuating circumstances, and may be made by the on-scene incident commander, and must go through a dispatch point with approval from the most senior officer that is on duty for the City/Entity. The Fire Marshal and/or Emergency Management Coordinator may authorize and/or request mutual aid at any time whether or not on-scene, when the request is made directly to them.

2.27 NATURAL VEGETATION – The plants of an area or region, collectively – any plant life, present in or produced by nature, whether growing or not. Fuel for a wild-land or grass fire.

2.28 NIMS – National Incident Management System

2.29 OPERATIONAL PERIOD – 12 hour standard as recognized by the National Incident Management system.

2.30 PETROLEUM BASED INCIDENT – any incident or fire whose main fuel source includes propane, natural gas, liquefied gas, crude or refined oil or any other petroleum based product that may be used or processed as fuel or as a precursor for fuel. It also includes any storage container, conveyance of said product, whether by motor vehicle, pipeline or any other type of transport medium.

2.31 PETROLEUM BASED INCIDENT STANDBY – where the response is for valve shut off / capping at or before the source and/or to stand-by for utility company response.

2.32 PRIMARY CITY – the City/Entity who is a party to this contract with the County that is assigned to respond as the lead fire-based response agency to an area where the emergency occurred as per Section II, Paragraph A, of this contract. This may be based on geographical assignments or capability.

2.33 PUBLIC WORKS RESPONSE – Any incident response that requires operational support elements from what is commonly referred to as Public Works, to respond to an emergency situation, to help mitigate, control, or otherwise facilitate the overall response. This response may only be requested and authorized by the on-scene Incident Commander through the Fire Marshal or County Emergency Management Coordinator.

2. 34 RECOVERY CALL – Body - Any recovery of a drowning victim from any body of water.

2.35 REIMBURSEMENT PLAN – method by which a City/Entity is reimbursed by the County for emergency services rendered in any rural area within Hidalgo County.

2.36 REGIONAL MEDICAL RESPONSE TEAM – response to any special situation to provide medical assistance and support for any first responder regardless of discipline. Any response for mass casualty incident to assist with medical triage or treatments of victims.

2.37 RESCUE CALLS – Any emergency rescue of person(s) in water. Any emergency rescue or extrication of person(s) from any enclosed area, i.e. elevators, building collapse, confined rescue, etc.

2.38 RESPONSE AREA – the geographical area assigned to the City/Entity within the rural areas of the County, wherein the respective City/Entity would be responsible for primary response to an emergency call for service.

2.39 RUBBISH – trash, garbage, or other unwanted things, and includes any tangible item discarded, collected, or recycled.

2.40 RURAL AREA – any non-incorporated areas within Hidalgo County, as they exist at the time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of property by any respective city or any incorporated area within Hidalgo County that does not provide it's own emergency services or response.

2.41 RURAL RESPONSE DISTRICT – The area designated for the respective Primary City/Entity for emergency response within a delineated geographical area as depicted and described in Exhibit "B", attached hereof. The rural response district may be amended from time to time pursuant to Section III, Subsection B.

2.42 SEARCH and RESCUE CALLS – all rescues of person(s) whether living or dead, from water, high angle, confined space, or all rescue/extrication of person(s) from entanglement, entrapment, enclosed areas, elevators, building collapse, recovery of victim(s), i.e. drowning, heat exhaustion, etc.

2.43 SECONDARY CITY – the City/Entity who is a party to a cooperative agreement with the County and is assigned or requested to respond to assist the primary city in any type of emergency response to an area where the emergency occurred as per Section III, Subsection B of this contract. The response may occur anywhere within the County and may be based on geographical assignment or capability.

2.44 SERVICE CALLS – any call involving unauthorized burning, smoke scare, mischievous or malicious calls, and alarm system malfunctions requiring fire personnel to deal with an incident, but where no actual services, investigation or standby was rendered or needed.

2.45 SPECIAL SITUATIONS – Any situation in which the City/Entity performed in a manner that is not covered in any of the above described situations, or for an extended period of time (more than one operational period). The Fire Chief must justify the exigent circumstances for the response to the incident and reason for reimbursement request. If the response by the City/Entity covers two or more operational periods, this fee may charged per day, above and beyond any other fees.

2.46 STRUCTURE – any construction, or any production or piece of work artificially built or composed of parts joined together in some definite manner, that is built, under construction or constructed and it includes any edifice, or building of any kind.

2.47 TRAFFIC CONTROL – Any incident response where the nature of the call is strictly for traffic control assistance.

2.48 UNAUTHORIZED BURNING – that requires City/Entity personnel emergency response to and to deal with the public and/or manage property owner extinguishment. Rubbish fires are excluded from this category, unless they fall under the auspices of Section 4.a.1. An unauthorized burn is any fire regardless of size and scope, where the property owner; does not have a valid burn permit; is conducting the burn outside the scope and authority of a valid burn permit, or initiates any fire during a burn-ban period.

2.49 VEHICLE – has the same meaning found in the Texas Transportation Code – Subtitle C. Subchapter C. Section 541.201.23.a

2.50 VEHICULAR ACCIDENT – any motor vehicle or automobile collision regardless of amount of or type vehicles involved.

2.51 VEHICULAR EXTRICATION – any emergency extrication of person(s) from wreckage entanglement as a result of an automobile collision, regardless of motor vehicle type.

2.52 VEHICLE FIRE – A working fire – upon arrival that involves any commercial vehicle or three (3) or more passenger vehicles.

2.53 VEHICULAR – relating to, involving, or for use by vehicles, especially motor vehicles; caused by or resulting from the operation of a vehicle

2.54 WASH DOWN – Any petroleum based spill where there is no fire and the spill is under thirty-five (35) gallons. I.e. roadway, parking lots, etc. that requires a wash down – no vehicular accident.

2.55 WILDLAND FIRE - Any fire occurring in vegetation areas regardless of ignition sources, damages or benefits. An uncontrolled fire in grassland, brushland, or land sown to crops. For the purposes of this contract any fire within the confines of the above definitions that requires a response of three (3) or more City/Entity departments to manage and control.

2.56 WIRELINE INCIDENTS – where the response is such nature that there is a "downed-wire" or "low-hanging wire" - but no fire, and the responding City/Entity must standby and await the arrival of a utility company. Any situation where there is immediate danger to the public from an electrical wire, and the situation dictate immediate traffic control, or public redirection.

3.0 CITY/ENTITY RESPONSIBILITIES

3.1 City/Entity hereby agrees to provide emergency fire response based services, if resources are available, to the geographically assigned Rural Response District, within the County, as may be required by the County Fire Marshal or otherwise as delineated within this contract.

3.2 City/Entity hereby agrees to the designation of Primary (response) City within their designated Rural Response District as depicted in the attached map, as Exhibit "B". Each City/Entity Rural Response District may be amended from time to time during the period of this contract by annexation or de-annexation of property by any respective city(s), or by agreement of the County Fire Marshal, and Fire Chief(s) responsible for the existing Rural Response District. The Response Districts and assigned City/Entity will be provided to the designated 911 Coordinator and the Sheriff's Office. A map depicting the Rural Response Districts of all participating City/Entity(s) shall be maintained and provided upon request by the County Fire Marshal, at their designated office.

3.3 City/Entity agrees to provide the County Fire Marshal, upon request, with any and all records, reports, and documents, to include, but not limited to, statistics, data, calls for service records, dispatch logs, and any other records or other documents necessary to support the invoice or request for reimbursement as herein provided. In the absence of the Fire Marshal, said records, reports, and documents may be provided to the County Judge or his designee. The standard reimbursement request shall be timely submitted.

3.4 City/Entity agrees that in multi-agency response calls, the communications interoperability radio channels will be used as primary communications with the designated incident commander. The Incident Commander or assigned communications officer may designate user and sub-user groups as necessary.

3.5 City/Entity agrees to allow the County Fire Marshal, full access to any and all operational communications frequencies / talk groups, that the City/Entity operates on and authorize the County Fire Marshal to use those frequencies/talk groups during a response to a designated emergency situation that the City/Entity responds to. This will include assigning user-identification numbers (if available) to any County Fire Marshal communications radio.

3.6 City/Entity agrees to practice NIMS/ICS during any multi-agency – multi-tiered response.

3.7 City/Entity agrees to provide its' own insurance for equipment, vehicles, and personnel used in performing any of the services described herein. Emergency vehicles and fire-fighting equipment must be owned and/or managed by the City/Entity. City/Entity agrees to provide proof of current and adequate vehicle, equipment and workmen's compensation insurance to the County upon submission of this contract or upon request from the County Fire Marshal.

3.8 During extended operations as designated by the Incident Commander, the City/Entity agrees to provide adequate hydration and sustenance for its' firefighters/emergency response personnel.

3.9 City/Entity agrees that it will not cause, create or allow any type of "roving-patrols" or "smoke-hunting" operations by full-time employees, volunteers or paid-volunteers, in an effort to seek out emergency responses. Any simple trash burning calls will be referred to the appropriate law enforcement agency, i.e . Fire Marshal, Constable Office or Sheriff's Office, unless the activity is requested and authorized by the Fire Marshal in writing during an emergency situation, burn ban period, or fireworks ban period.

4.0 COUNTY RESPONSIBILITIES

4.1 In consideration for the City/Entitys' Rural Emergency Services, the County will reimburse the City/Entity in the manner provided herein.

4.2 The County shall designate a person and office that shall be known as the County Fire Marshal and County Fire Marshal's Office, who shall have the following responsibilities;

4.2.1 ADMINISTRATION

a. Administration of Fire Marshal's Office
b. Cause Burn Ban Signs (during designated times) to be displayed in conspicuous locations at all major roadway entrances to the County.
c. Commercial Building Inspections
d. Fire Safety Inspections
e. Adult and Child Day Care Facility Inspections
f. Health Care Facility Inspections
g. Existing and New Construction Inspections
h. Implementation and Enforcement of the most current version of the International Fire Code.
i. Issuance and Regulation of Burn Permits in Rural County areas
j. Monitor weather conditions and cause burn bans and fireworks bans to be enacted by the Commissioners Court, as appropriate.
k. Plat/Plan Reviews and approvals

4.2.2 **INVESTIGATIONS**

a. Conduct Fire Investigations
b. Assist and guide other law enforcement agencies with Fire Code violations and enforcement.
c. Provide Information and Reports
d. Provide assistance to municipal departments with Fire Investigations, upon request.
e. Issue Citations, make arrests, and file criminal cases as appropriate.

4.2.3 **FIRE PREVENTION**

a. Plan, coordinate and direct activities.
b. Conduct and participate in training with all Fire Departments.
c. Acquire and maintain equipment.
d. Conduct public education.
e. Perform fire safety presentations.

4.2.4 **ADMINISTER RURAL EMERGENCY SERVICES CONTRACT**

a. Review and process all requests for reimbursements.
b. Will confer with appropriate Fire Chief on any discrepancies on requests for reimbursement.

4.2.5 **RESPONSE**

a. When requested, respond to a fire scene within a reasonable time to conduct an investigation into the cause of the fire.
b. Will respond to any major incidents.
c. Will integrate into the NIMS/ICS structure as appropriate
d. Will assist the Incident Commander with any duties as assigned.
e. Will provide Law Enforcement assistance/coordination as needed

5.0 LIABILITY

5.1 City/Entity and County agree pursuant to Section 352.004, Texas Local Government Code that the acts of any person or persons travelling to or from or in a manner as defined in Section III, shall be deemed as the acts of agents or employees of the County in all respects, notwithstanding such person or persons may otherwise be employees or firefighters of the City/Entity.

5.2 The County of Hidalgo agrees that it will provide general liability insurance coverage for liabilities caused by vehicles, equipment, and personnel of the City/Entity performing such services under this Agreement. City/Entity shall be responsible for any damage to its vehicles or equipment used in performing services under this Agreement. Each party agrees that it shall provide general liability insurance coverage for the action of their employees and firefighters.

5.3 Nothing herein shall be construed to prevent either party from becoming self-insured. Each City/Entity participating and entering into this contract must provide written proof of insurance to the County when submitting the contract for approval. Upon request by the County or it's duly authorized representative, the City/Entity must provide documentation of completion of any other State or Federal fire-fighting training requirements.

5.4 If either party cannot acquire the insurance required herein, this Agreement shall be void and the parties shall negotiate their respective obligations regarding emergency services response in the rural areas of Hidalgo County at the time. If at any time during the year the respective City/Entity loses its insurance capacity, it must immediately report this to the Fire Marshal and cease any responses to their assigned Rural Response District.

6.0 REIMBURSEMENT PLAN

6.1 County shall reimburse City/Entity for services provided hereunder in a lump sum with payment to be made monthly as follows:

6.1.1 City/Entity shall keep true and accurate records of all rural emergency services provided hereunder and shall submit, on a monthly basis, any Rural Emergency Service Incident Reports to the County Fire Marshal by the 15th calendar date of the following month in which the emergency services were provided. If the 15th calendar date falls on a weekend or holiday, the monthly reports shall be due by the next business date. Reporting is a prerequisite to receiving payments from the County. The Rural Emergency Service Incident Report form(s) shall be required as part of the monthly report. Accident Prevention Plan documentation is required from any City/Entity that utilized the County Worker's Compensation Policy, as described in Section V. (c).

6.1.2 County shall communicate and provide a written itemized list of emergency services not approved for reimbursement or any change in the reimbursement rate / category to the City/Entity with an explanation for the disapproval or change to the Fire Chief of city/entity for his approval or challenge within ten (10) working days of receipt of invoices from City/Entity.

6.1.3. County Fire Marshal shall accumulate records of all rural emergency service responses provided by all City/Entity(s) within Hidalgo County and shall calculate the amount due each City/Entity.

a. Any and all disputes of City/Entity reports shall be addressed directly to the Fire Marshal and/or the City/Entity in writing.

b. If a resolution of dispute for emergency response services cannot be reached, the reporting City/Entity may appeal to the Hidalgo County Commissioner's Court.

6.1.4. For all rural emergency calls serviced by the City/Entity within its emergency response district, City/Entity shall receive a monthly lump-sum payment for all services, corresponding to that year, in accordance with the following payment schedule and categories;

(6.1.4.I.)	**CATEGORY I (CI)**	**Flat rate of $1000.00 per incident.**
(6.1.4.II.)	**CATEGORY II (CII)**	**Flat Rate of $ 600.00 per incident**
(6.1.4.III.)	**CATEGORY III (CIII)**	**Flat Rate of $ 425.00 per incident.**
(6.1.4.IV.)	**CATEGORY IV (CIV)**	**Flat Rate of $ 275.00 per incident.**
(6.1.4.V.)	**CATEGORY V (CV)**	**Flat Rate of $ 125.00 per incident.**
(6.1.4.VI.)	**CATEGORY VI (CVI)**	***Based on expenditure on a case by case basis. Must have pre-approval by County Fire Marshal or County Emergency Manager, and only during a declared emergency or declared disaster, or any incident involving more than one operational period.***

6.1.4.I. CATEGORY I. **A rate of 1000.00 per incident**, as set forth, shall apply, during the terms of this Contract for:

.1 **FIREFIGHTING** (as primary department)
.2 **HAZARDOUS MATERIALS INCIDENT**
.3 **MASS CASUALTY**
.4 **RESCUE CALLS**
.5 **VEHICLE FIRE**
.6 **VEHICULAR EXTRICATION**
.7 **PUBLIC WORKS RESPONSE**
.8 **REGIONAL MEDICAL RESPONSE TEAM**
.9 **SECONDARY CITY/ENTITY** (in place of primary department.)
.10 **SPECIAL SITUATIONS**

6.1.4.II. CATEGORY II. **A rate of 600.00 per incident**, as set forth, shall apply, during the terms of this Contract for:

.1 **UNAUTHORIZED BURNING**
.2 **AUTHORIZED BURNING**
.3 **MEDICAL CALL**
.4 **MUTUAL AID**

6.1.4.III CATEGORY III. **A Rate of $ 425.00 per incident**, as set forth, shall apply, during the terms of this Contract for:

.1 **WASH DOWN**
.2 **RECOVERY CALL - BODY**
.3 **BEE ATTACK**
.4 **PETROLEUM BASED INCIDENT STANDBY**
.5 **WIRELINE INCIDENTS**
.6 **LAW ENFORCEMENT ASSISTANCE**

6.1.4.IV. **CATEGORY IV.** At a rate of $ **275.00** per incident, as so stated, shall apply, during the term of this contract.

.1 **TRAFFIC CONTROL**
.2 **LANDING ZONE**

6.1.4.V. CATEGORY V. At a rate of $125.00 per incident, as so stated, shall apply, during the term of this contract.

.1 FALSE ALARM CALL

.2 GOOD INTENT CALLS

.3 SERVICE CALLS

CATEGORY VI – *This is a special category designed to reimburse City/Entity for any consumables during a declared state of emergency or declared state of disaster, or wherein response efforts are prolonged due to exigent circumstances; involve more than one operational period, and City/Entity is forced by the very nature of the incident to continue operations in the interest of public safety, and include nourishment and hydration products. City/Entity are expected to respond as a self-sufficient organization for at least one operational period.*

7.0. ASSIGNMENT

In the event a Rural Fire District(s) is created for the rural, non-incorporated areas of Hidalgo County, this contract may be assigned by County to such District, and City/Entity shall look solely to the District(s) to perform and assume all Obligations and Responsibilities of County.

8.0. AUDIT

Any and all requests from City/Entity for reimbursement from County or any past reimbursements made under this contract shall be subject to audit by the County Auditor's Office, and/or the Fire Marshal. Should an audit procedure be invoked, City/Entity agrees to provide any and all records, photographs, videos, or other documents, pertaining to any request or claim for reimbursement made or paid hereunder that are requested by the Auditor or Fire Marshal. Should the County Auditor determine that any payments made were not properly claimed under the terms of this contract, City/Entity agrees to remit the amount of payments so found by the County Auditor to the County within 10 working days, following the date of receipt of City/Entity of County Auditors written determination of same.

9.0. MISCELLANEOUS

9.1 CONFLICT WITH APPLICABLE LAW. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between the 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.

9.2 NO WAIVER. No waiver by any party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

9.3 ENTIRE AGREEMENT – This agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party has made (either directly or indirectly or through any agent or representative), any representations or agreements in connection with this agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed.

9.4 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.

9.5 NOTICE. Except as may be otherwise specifically provided in this Agreement, all notices, demands, request for communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage pre-paid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been therefore specified by written notice delivered in accordance herewith:

If to City/Entity _____

_____

_____, Texas _____

If to County: County of Hidalgo

J.D. Salinas, III, County Judge
100 East Cano – 2nd Floor, Edinburg, Texas 78539 or
P.O. Box 1356, Edinburg, Texas 78540

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 of 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.

9.6 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.

9.7 SUCCESSORS. This agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

9.8 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.

9.9 GENDER and NUMBER. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine, or neutral gender, and the singular shall include the plural whenever and as often as may be appropriate.

9.10 AUTHORITY TO EXECUTE. The execution and performance of this Agreement by each of the parties hereto has been duly authorized by all necessary laws, resolutions, ordinances, or governing body action, and the Agreement constitutes, the valid and enforceable obligations of the parties hereto in accordance with its terms.

9.11 PERFORMANCE of GOVERNMENT FUNCTIONS. 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.

WITNESS THE HANDS OF THE PARTIES

(In duplicate originals effective on the day both parties signatures are executed.

CITY OF

Leo "Leo" Salazar

By:

6209

Date

ATTEST:

Gilda Reeder

City Secretary

COUNTY OF HIDALGO

J.D. Salinas, III – County Judge

Date

ATTEST:

Arturo Guajardo, Jr., County Clerk

Approved as to Form:

Antonio Mendoza
Hidalgo County District Attorney's Office

County of Hidalgo

Rural Emergency Service Incident Report

(FORM MUST BE COMPLETE IN INK OR TYPED ON ALL INCIDENTS FOR REIMBURSEMENT) (Exhibit A)

DEPARTMENT: _____ COUNTY INCIDENT: _____

DATE :_____ALARM TIME :_____ARRIVAL TIME: _____DEPART TIME: _____

SITUATION REPORTED:_____ SITIUATION FOUND: _____

MUTUAL AID: ____ GIVEN: ____ RECEIVED: ____ DEPARTMENT: _____

____ NON-APPLICABLE DEPARTMENT: _____

CALLER NAME: _____ REQUESTING PERSON: _____

CALLER NAME: _____ METHOD OF ALARM: _____ 911

CALLER ADDRESS: _____ OTHER: _____ PHONE: _____

CALLER PHONE: _____ WALK-IN: _____

INCIDENT LOCATION: _____

OCCUPANT NAME: _____ OWNER NAME: _____

OWNER ADDRESS: _____

OWNER PHONE #: _____ OCCUPANT PHONE #: _____

INCIDENT CAUSE: _____

TYPE OF ACTION TAKEN: _____

UNITS RESPONDING: _____ UNITS COMMITTED: _____

OF PERSONNEL:____ MILEAGE (ROUND TRIP):____ ADVISED OUNTY FIRE MARSHAL: YES ____ NO: ____

OFFICER IN CHARGE: _____MEMBER MAKING REPORT: _____

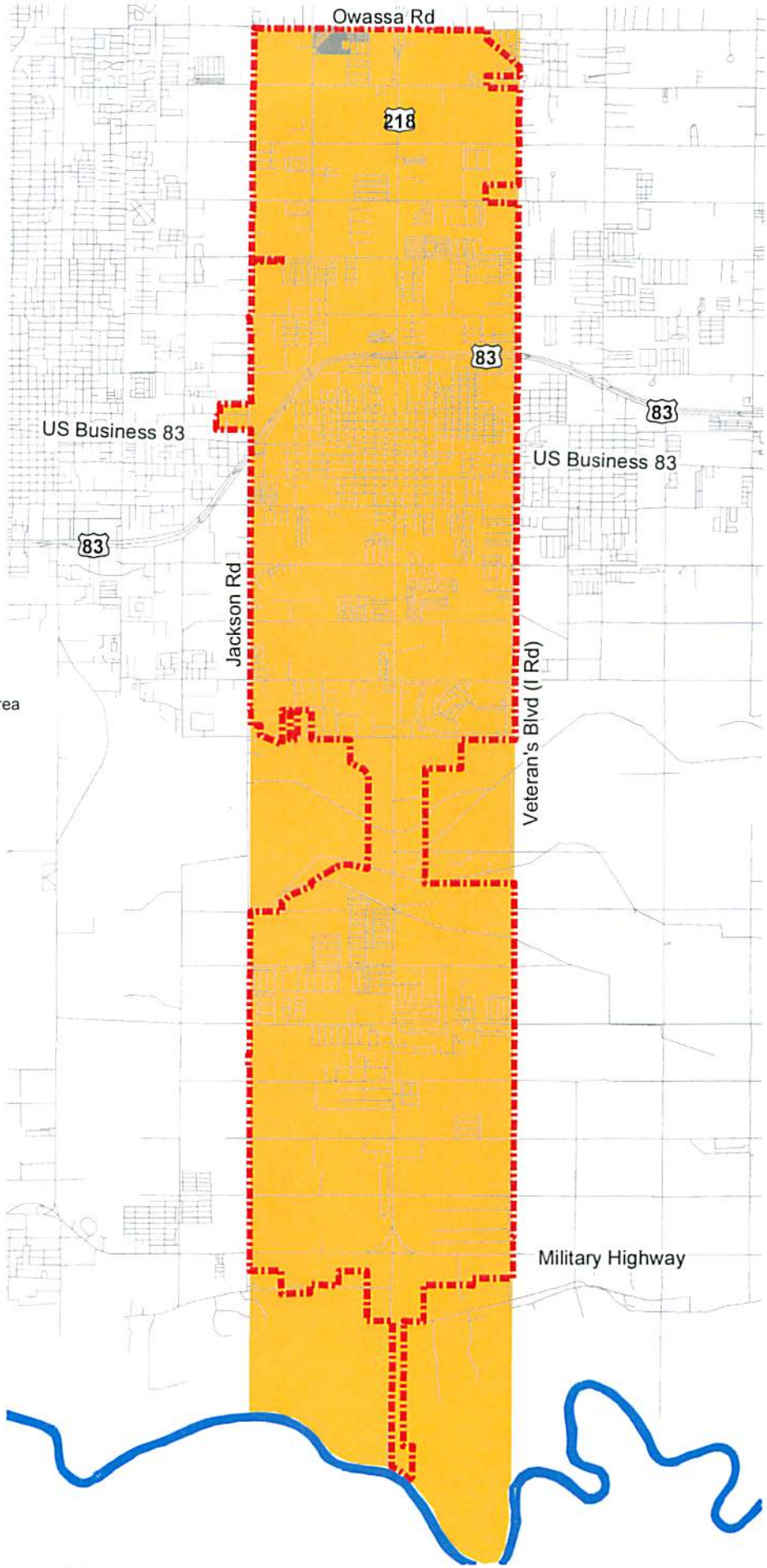
ESTIMATED $ LOSS: _____ ATTEST: _____
FIRE CHIEF

REIMBURSEMENT REQUESTED:	____$125.00	____$275.00	____$425.00	____$600.00	____$1000.00
HCFMO Approval Amount :	____$125.00	____$275.00	____$425.00	____$600.00	____$1000.00

Hidalgo County Contract 2009

Legend

- Rio Grande River
- Pharr City Limit
- Pharr Response Area



Map Created on:
June 3, 2009

Pharr
All-America City
2006

0 0.3 0.6 1.2 1.8 2.4 Miles

AI-16085 **12.C.**

Burn Ban Continuance

CC REGULAR

Date:	06/22/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Submitted For:	Tony Pena
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Emergency Services Division

Information

CAPTION

Discussion and consideration for the continuance of the County wide Burn-Ban

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/17/2009 03:59 PM	APRV
2	Roland Garcia	Rolando Garcia	06/18/2009 09:11 AM	APRV
3	Auditor's Office		06/18/2009 05:09 PM	NEW
Form Started By: Monica Badillo			Started On: 06/17/2009 03:44 PM	
Final Approval Date: 06/18/2009				

AI-15970 **13.A.**

Cell Phone Request

CC REGULAR

Date:	06/22/2009
Submitted By:	Griselda Salazar, IT DEPARTMENT
Submitted For:	Renan Ramirez
Department:	IT DEPARTMENT
Agenda Category:	IT Department

Information

CAPTION

Emergency Management:
1. Authorization to purchase REQUISITION #156418, 155742, 155782, 155788, 155783, 156365, 156556, 156551, 156373 and 156554 through the County's membership/participation with HGAC CW05-02 with awarded vendor SPRINT for the following services:

Quantity:	Description:	Unit Cost:	Total Cost:	Notes:
4	RIM Blackberry 8350i	$149.00 - Discount of $49.00 = $100.00 one time equipment cost	$400.00	Req # 156418 Upgrades for Fire Marshal
1	BE1000 w/text & Data Plan	$69.30/mo x 7 months	$485.10	Req # 155742 user is Juan Martinez 956-239-1180
1	BE1000 w/text & Data Plan	$69.30/mo x 7 months	$485.10	Req # 155782 user is Wesley Bradley 956-289-3857
1	BE1000 w/text & Data Plan	$69.30/mo x 7 months	$485.10	Req # 155788 user is Marco Romero 956-289-3873
1	BE1000 w/text & Data Plan	$69.30/mo x 7 months	$485.10	Req # 155783 user is Javier Garcia 956-393-1848
4	RIM Blackberry 8350i	$149.00 - Discount of $49.00 = $100.00 one time equipment cost	$400.00	Req # 156365 Upgraded for Emergency Management
1	BE1000 w/text & Data Plan	$80.85/mo x 7 months	$565.95	Req # 156556 user is Rolando Benavides 956-457-1080
1	BE1000 w/text & Data Plan	$80.85/mo x 7 months	$565.95	Req # 156551 user is Belinda Alvarez 956-457-1080
1	BE1000 w/text & Data Plan	$80.85/mo x 7 months	$565.95	Req # 156373 user is Brenda Garza 956-227-5914
1	BE1000 w/text & Data Plan	$80.85/mo x 7 months	$565.95	Req # 156554 user is Mario Betancourt 956-328-9129

2. Approval of the attached applications for cellular phone service request under the county's cell phone policy.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 9 **ACCT. #:** 9-1100-422-10-300-001-0-619

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

BUDGETARY IMPACT:

Req#156418 has available balance of $400.00 for phones. (4)
Req#156365 has available balance of $400.00 for phones. (4)

FISCAL YEAR: 9 **ACCT. #:** 9-1100-422-10-300-001-0-532

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

BUDGETARY IMPACT:

The following pending CC approval:

Req#155742 available balance $485.10
Req#155782 available balance $485.10
Req#155788 available balance $485.10
Req#155783 available balance $485.10

Req#156556 available balance $565.95
Req#156551 available balance $565.95
Req#156373 available balance $565.95
Req#156554 available balance $565.95

Attachments

Link: Cell Phone Request Forms and Requisitions
Link: Plan Upgrade Quote
Link: Emergency Management BlackBerry Upgrade Quote
Link: Fire Marshal BlackBerry Upgrade Quote
Link: Grid

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/12/2009 01:41 PM	APRV
2	Roland Garcia	Rolando Garcia	06/18/2009 08:38 AM	APRV
3	Auditor's Office		06/18/2009 05:09 PM	NEW

Form Started By: Griselda Salazar Started On: 06/10/2009 04:49 PM

Final Approval Date: 06/18/2009

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: Existing line 328-9129

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: _____

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: 1

Service: $ 80.85 /mo (x) 7 months = ~~$0.00~~ 565.95 Account: 9-1100-429-00-300-023-0 -532

Service: $ _____ /mo (x) ____ months = $0.00 Account: _____ -662

Requisition Total: 565.95 **Requisition Number:** 156554

DATA CARDS, GPS or OTHER

(6) Requesting employee/position: _____

Department #: _____ Employee ID #: _____ Office: _____

Service: $ _____ /mo (x) ____ months = $0.00 Account: _____ -532

Service: $ _____ /mo (x) ____ months = $0.00 Account: _____ -662

Requisition Total: _____ **Requisition Number:** _____

(7) Elected Official/Department Head Authorization for Request:

A.C. Tony Peña | A. A. Tony Peña, Jr | 6-8-09

Signature | Print Name | Date

(8) Executive Office Authorization (Commissioner's Court Departments Only):

[signature] | Valde Guerra | 6/8/09

Signature | Print Name | Date

(9) IT DEPARTMENT ONLY:

Service Type Codes: ~~BE1000 w/ TXT & DATA $69.30 + BES 11.55~~ AR

BE1000 w/ TXT & DATA $69.30 + BES 11.55 /mo

Commissioner's Court Action:

☐ **Approved Date:** _____ ☐ **Disapproved**

6/12/09

Revised: 04/08/2009

Requisition

Req # 00156554

PO #

Date: 06/08/09

Bill To: x
x

Vendor : 210501
SPRINT
P O BOX 660092
DALLAS TX 75266-0092

Ship To: EMERGENCY SERVICES
100 E CANO, 2ND FLOOR
EDINBURG TX 78539

Contact: B. ALVAREZ
956-318-2615

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DIVISION OF EMERGENCY SERVICES-EMERGENCY MANAGEMENT		
		DO NOT DUPLICATE ORDER		
7.00	MONTH	SPRINT BUSINESS ESSENTIALS 1000 MINUTES WITH TEXT AND DATA FOR MARIO BETANCOURT (956) 328-9129 @ $69.30 PER MONTH AND SPRINT BLACKBERRY ENTERPRISE SERVICE @ $11.55 PER MONTH	80.85	565.95
		Account No	Encumbrance	
		9-1100-429-00-300-023-0-532	565.95	
			Freight	.00
			Total	565.95
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

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: *existing line 227-5914

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: _____

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: 1

Service: $~~80.85~~ /mo (x) 7 months = ~~$565.95~~ Account: 9-1100-429-00-300-023-0 -532

Service: $_____ /mo (x) ____ months = $0.00 Account: _____ -662

Requisition Total: 565.95 **Requisition Number:** 156373

DATA CARDS, GPS or OTHER

(6) Requesting employee/position: _____

Department #: _____ Employee ID #: _____ Office: _____

Service: $_____ /mo (x) ____ months = $0.00 Account: _____ -532

Service: $_____ /mo (x) ____ months = $0.00 Account: _____ -662

Requisition Total: _____ **Requisition Number:** _____

(7) Elected Official/Department Head Authorization for Request:

A.A. Tony Pena | A. A. Tony Pena, Jr. | 6-8-09

Signature | Print Name | Date

(8) Executive Office Authorization (Commissioner's Court Departments Only):

[signature] | Valde Guerra | 6/8/09

Signature | Print Name | Date

(9) IT DEPARTMENT ONLY:

Service Type Codes: [redacted]

Commissioner's Court Action: BE1000 w/ TXT & DATA $69.30 + $11.55 BES / mo.

☐ **Approved Date:** _____ ☐ **Disapproved**

6/12/09

Revised: 04/08/2009

Requisition

Req # 00156373

PO #
Date: 06/04/09

Bill To: x
x

Vendor : 210501
SPRINT
P O BOX 660092
DALLAS TX 75266-0092

Ship To: EMERGENCY SERVICES
100 E CANO, 2ND FLOOR
EDINBURG TX 78539

Contact: MElizondo
956-318-2615

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		WITH OPTION TO INCREASE P.O. AS NEEDED.		
		DO NOT DUPLICATE ORDER		
7.00	MONTH	SPRINT BUSINESS ESSENTIALS 1000 MINUTES WITH TEXT AND DATA FOR BRENDA GARZA, (956) 227-5914 @ $69.30 PER MONTH AND SPRINT BLACKBERRY ENTERPRISE SERVICE @ $11.55 PER MONTH	80.85	565.95
		Account No	Encumbrance	
		9-1100-429-00-300-023-0-532	565.95	
			Freight	.00
			Total	565.95
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

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: Existing Line 720-2165

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: _____

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: 1

Service: $85 /mo (x) 7 months = $595 Account: 9-1100-429-00-300-0230 -532

Service: $_____/mo (x) ____ months = $0.00 Account: _____ -662

Requisition Total: 595.95 **Requisition Number:** 156551

DATA CARDS, GPS or OTHER

(6) Requesting employee/position: _____

Department #: _____ Employee ID #: _____ Office: _____

Service: $_____/mo (x) ____ months = $0.00 Account: _____ -532

Service: $_____/mo (x) ____ months = $0.00 Account: _____ -662

Requisition Total: _____ **Requisition Number:** _____

(7) Elected Official/Department Head Authorization for Request:

A.A. Tony Peña | A.A. Tony Peña, JR. | 6-8-09

Signature | Print Name | Date

(8) Executive Office Authorization (Commissioner's Court Departments Only):

[signature] | Valde Guerra | 6/8/09

Signature | Print Name | Date

(9) IT DEPARTMENT ONLY:

Service Type Codes: [redacted]

Commissioner's Court Action: BE1000 w/ TXT & DATA + BES

☐ **Approved Date:** _____ ☐ **Disapproved** $69.30 + 11.55/mo 6/12/09

Revised: 04/08/2009

Requisition

Req # 00156551

PO #

Date: 06/08/09

Bill To: x
x

Vendor : 210501
SPRINT
P O BOX 660092
DALLAS TX 75266-0092

Ship To: EMERGENCY SERVICES
100 E CANO, 2ND FLOOR
EDINBURG TX 78539

Contact: B. ALVAREZ
956-318-2615

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DIVISION OF EMERGENCY SERVICES-EMERGENCY MANAGEMENT		
		DO NOT DUPLICATE ORDER		
7.00	MONTH	SPRINT BUSINESS ESSENTIALS 1000 MINUTES WITH TEXT AND DATA FOR BELINDA ALVAREZ (956) 720-2165 @ $69.30 PER MONTH AND SPRINT BLACKBERRY ENTERPRISE SERVICE @ $11.55 PER MONTH	80.85	565.95
		Account No	Encumbrance	
		9-1100-429-00-300-023-0-532	565.95	
			Freight	.00
			Total	565.95
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

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: existing line - 457-1080

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:_____

_____

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: 1

Service: $ 43.85 /mo (x) 7 months = $305.95 Account: 9-1100-429-00-300-023-0 -532

Service: $_____/mo (x) ____ months = $0.00 Account:_____ -662

Requisition Total: 305.95 **Requisition Number:** 152556

DATA CARDS, GPS or OTHER

(6) Requesting employee/position:_____

Department #:_____ Employee ID #:_____ Office: _____

Service: $_____/mo (x) ____ months = $0.00 Account:_____ -532

Service: $_____/mo (x) ____ months = $0.00 Account:_____ -662

Requisition Total:_____ **Requisition Number:**_____

(7) Elected Official/Department Head Authorization for Request:

A. Tony Pena | A. Tony Pena, Jr. | 6-8-09

Signature | Print Name | Date

(8) Executive Office Authorization (Commissioner's Court Departments Only):

[signature] | Valde Guerra | 6/8/09

Signature | Print Name | Date

(9) IT DEPARTMENT ONLY:

Service Type Codes: [redacted]

Commissioner's Court Action: BE1000 w/ TXT & DATA + BES $69.30 + $11.55 /mo 6/12/09

☐ **Approved Date:** _____ ☐ **Disapproved**

Revised: 04/08/2009

Requisition

Req # 00156556

PO #

Date: 06/08/09

Bill To: x
x

Vendor : 210501
SPRINT
P O BOX 660092
DALLAS TX 75266-0092

Ship To: EMERGENCY SERVICES
100 E CANO, 2ND FLOOR
EDINBURG TX 78539

Contact: B. ALVAREZ
956-318-2615

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DIVISION OF EMERGENCY SERVICES-EMERGENCY MANAGEMENT DO NOT DUPLICATE ORDER		
7.00	MONTH	SPRINT BUSINESS ESSENTIALS 1000 MINUTES WITH TEXT AND DATA FOR ROLANDO BENAVIDES (956) 457-1080 @ $69.30 PER MONTH AND SPRINT BLACKBERRY ENTERPRISE SERVICE @ $11.55 PER MONTH	80.85	565.95
		Account No	Encumbrance	
		9-1100-429-00-300-023-0-532	565.95	
			Freight	.00
			Total	565.95
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

CELLULAR PHONE REQUEST FORM - W.1.2

HIDALGO COUNTY, TEXAS

EQUIP ONLY

(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:_____

_____

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: 4

Service: $_____/mo (x) ____ months = $0.00 Account:_____-532

Service: $_____/mo (x) ____ months = $0.00 Account: 9-1100-429-00-300-023-0669

Requisition Total:_____ **Requisition Number:** 156305

DATA CARDS, GPS or OTHER

(6) Requesting employee/position:_____

Department #:_____ Employee ID #:_____ Office: _____

Service: $_____/mo (x) ____ months = $0.00 Account:_____-532

Service: $_____/mo (x) ____ months = $0.00 Account:_____-662

Requisition Total:_____ **Requisition Number:**_____

(7) Elected Official/Department Head Authorization for Request:

Tony Pena — Signature | A. A. Tony Pena, Jr. — Print Name | 6-8-09 — Date

(8) Executive Office Authorization (Commissioner's Court Departments Only):

_____ — Signature | Valde Guerra — Print Name | 6/8/09 — Date

(9) IT DEPARTMENT ONLY:

Service Type Codes: [redacted]

Commissioner's Court Action:

☐ **Approved Date:** _____ ☐ **Disapproved**

Revised: 04/08/2009

Requisition

Req # 00156365

PO #

Date: 06/04/09

Bill To: x
x

Vendor : 210501
SPRINT
P O BOX 660092
DALLAS TX 75266-0092

Ship To: EMERGENCY SERVICES
100 E CANO, 2ND FLOOR
EDINBURG TX 78539

Contact:

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
4.00	EACH	RIM BLACKBERRY 8350 PHONES TO REPLACE OLD PHONES FOR MARIO BETANCOURT, ROLANDO BENIVEDES, BELINDA ALVAREZ, AND BRENDA GARZA, Pending Commissioners Court approval DISCOUNT: 199.96	149.99	400.00
		Account No	Encumbrance	
		9-1100-429-00-300-023-0-619	400.00	
			Freight	.00
			Total	400.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

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: *existing line 393-1848

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: _____

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: 1

Service: $69.30 /mo (x) 7 months = $485.10 Account: 9-1100-422-10-300-0010- -532

Service: $_____ /mo (x) ____ months = $0.00 Account: _____ -662

Requisition Total: 485.10 **Requisition Number:** 155783

DATA CARDS, GPS or OTHER

(6) Requesting employee/position: _____

Department #: _____ Employee ID #: _____ Office: _____

Service: $_____ /mo (x) ____ months = $0.00 Account: _____ -532

Service: $_____ /mo (x) ____ months = $0.00 Account: _____ -662

Requisition Total: _____ **Requisition Number:** _____

(7) Elected Official/Department Head Authorization for Request:

A. Tony Pena | A.A. Tony Pena, JR. | 6/8/09

Signature | Print Name | Date

(8) Executive Office Authorization (Commissioner's Court Departments Only):

_____ | Valde Guerra | 6/8/09

Signature | Print Name | Date

(9) IT DEPARTMENT ONLY:

Service Type Codes: [redacted]

BE1000 w/TXT & DATA $69.30 mo

Commissioner's Court Action:

☐ **Approved Date:** _____ ☐ **Disapproved** 6/12/09

Revised: 04/08/2009

Requisition

Req # 00155783

PO #

Date: 05/27/09

Bill To: x
x

Vendor : 210501
SPRINT
P O BOX 660092
DALLAS TX 75266-0092

Ship To: EMERGENCY SERVICES
100 E CANO, 2ND FLOOR
EDINBURG TX 78539

Contact:

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
7.00	MONTH	Sprint Business Essentials w/Text & Data for Javier Garcia, Deputy Fire Marshal, Cell 956-393-1848. Pending Commissioners' Court approval in accordance with Hidalgo County Cellular Phone Policy.	69.30	485.10
		Account No	Encumbrance	
		9-1100-422-10-300-001-0-532	485.10	
			Freight	.00
			Total	485.10
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

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: *existing line 281-3873

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: _____

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: 1

Service: $69.30 /mo (x) 7 months = $485.10 Account: 9-1100-422-10-300-001-0 -532

Service: $_____ /mo (x) ____ months = $0.00 Account: _____ -662

Requisition Total: 485.10 **Requisition Number:** 155788

DATA CARDS, GPS or OTHER

(6) Requesting employee/position: _____

Department #: _____ Employee ID #: _____ Office: _____

Service: $_____ /mo (x) ____ months = $0.00 Account: _____ -532

Service: $_____ /mo (x) ____ months = $0.00 Account: _____ -662

Requisition Total: _____ **Requisition Number:** _____

(7) Elected Official/Department Head Authorization for Request:

A. A. Tony Peña

Signature	A. A. Tony Peña, JR. Print Name	6-8-09 Date

(8) Executive Office Authorization (Commissioner's Court Departments Only):

Signature	Valde Guerra Print Name	6/8/09 Date

(9) IT DEPARTMENT ONLY:

Service Type Codes: [redacted]

BE1000 w/ TXT & DATA $69.30 mo

Commissioner's Court Action:

☐ **Approved Date:** _____ ☐ **Disapproved**

6/12/09

Revised: 04/08/2009

Requisition

Req # 00155788

PO #

Date: 05/27/09

Bill To: x
x

Vendor : 210501
SPRINT
P O BOX 660092
DALLAS TX 75266-0092

Ship To: EMERGENCY SERVICES
100 E CANO, 2ND FLOOR
EDINBURG TX 78539

Contact: Yolanda Orozco
956-318-2656

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
7.00	MONTH	Sprint Business Essentials w/Text & Data for Marco Romero, Deputy Fire Marshal, Cell 956-289-3873. Pending Commissoners' Court approval in accordance with Hidalgo County Phone Policy.	69.30	485.10
		Account No	Encumbrance	
		9-1100-422-10-300-001-0-532	485.10	
			Freight	.00
			Total	485.10
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

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: * Existing Line 281-3857

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: _____

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: 1

Service: $ 69.30 /mo (x) 7 months = ~~$0.00~~ 485.10 Account: 9-1100-422-10-300-001-D -532

Service: $ _____ /mo (x) ____ months = $0.00 Account: _____ -662

Requisition Total: 485.10 **Requisition Number:** 15582

DATA CARDS, GPS or OTHER

(6) Requesting employee/position: _____

Department #: _____ Employee ID #: _____ Office: _____

Service: $ _____ /mo (x) ____ months = $0.00 Account: _____ -532

Service: $ _____ /mo (x) ____ months = $0.00 Account: _____ -662

Requisition Total: _____ **Requisition Number:** _____

(7) Elected Official/Department Head Authorization for Request:

A.A. Tony Pena Jr. | A.A. Tony Pena, Jr. | 6-8-09

Signature | Print Name | Date

(8) Executive Office Authorization (Commissioner's Court Departments Only):

[signature] | Valde Guerra | 6/8/09

Signature | Print Name | Date

(9) IT DEPARTMENT ONLY:

Service Type Codes: [redacted] BE1000 w/ Text & Data $69.30/mo

Commissioner's Court Action:

☐ **Approved Date:** _____ ☐ **Disapproved**

6/12/09

Revised: 04/08/2009

Requisition

Req # 00155782

PO #

Date: 05/27/09

Bill To: x
x

Vendor : 210501
SPRINT
P O BOX 660092
DALLAS TX 75266-0092

Ship To: EMERGENCY SERVICES
100 E CANO, 2ND FLOOR
EDINBURG TX 78539

Contact:

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
7.00	MONTH	Sprint Business Essentials 1000 w/Text & Data for Wesley Bradley, Deputy Fire Marshal, Cell 956-289-3857. Pending Commissioners' Court approval in accordance with Hidalgo County Cellular Phone Policy.	69.30	485.10
		Account No	Encumbrance	
		9-1100-422-10-300-001-0-532	485.10	
			Freight	.00
			Total	485.10
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

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: *Existing line 239-1180

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:_____

_____

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: #1

Service: $69.30 /mo (x) 7 months = $485.10 Account: 9-1100-402-10-300-001-0 -532

Service: $_____/mo (x) ____ months = $0.00 Account:_____ -662

Requisition Total: 485.10 **Requisition Number:** 155742

DATA CARDS, GPS or OTHER

(6) Requesting employee/position:_____

Department #:_____ Employee ID #:_____ Office: _____

Service: $_____/mo (x) ____ months = $0.00 Account:_____ -532

Service: $_____/mo (x) ____ months = $0.00 Account:_____ -662

Requisition Total:_____ **Requisition Number:**_____

(7) Elected Official/Department Head Authorization for Request:

A. Tony Pena | A. Tony Pena, Jr. | 6-8-09

Signature | Print Name | Date

(8) Executive Office Authorization (Commissioner's Court Departments Only):

[redacted] | Valde Guerra | 6/8/09

Signature | Print Name | Date

(9) IT DEPARTMENT ONLY:

Service Type Codes: [redacted]

Commissioner's Court Action: BE 1000 w/TXT & DATA $69.30 mo ← (239o already included)

☐ **Approved Date:** 6/12/09 ☐ **Disapproved**

Revised: 04/08/2009

Requisition

Req # 00155742

PO #
Date: 05/27/09

Bill To: x
x

Vendor : 210501
SPRINT
P O BOX 660092
DALLAS TX 75266-0092

Ship To: EMERGENCY SERVICES
100 E CANO, 2ND FLOOR
EDINBURG TX 78539

Contact: Yolanda Orozco
956-318-2656

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
7.00	MONTH	Sprint Business Essentials 1000 w/Text & Data for Juan Martinez, Chief Deputy Fire Marshal, Cell 956-239-1180. Pending Commissioners' Court approval in accordance with Hidalgo County Cellular Phone Policy.	69.30	485.10
		Account No	Encumbrance	
		9-1100-422-10-300-001-0-532	485.10	
			Freight	.00
			Total	485.10
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

CELLULAR PHONE REQUEST FORM - W.1.2

HIDALGO COUNTY, TEXAS

EQUIPMENT ONLY

(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:_____

_____

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: 4

Service: $_____/mo (x) ____ months = $0.00 Account:_____-532

Service: $_____/mo (x) ____ months = $0.00 Account: 9-1100-422-10-300-001-0619 ~~-662~~

Requisition Total: 400.00 **Requisition Number:** 156418

DATA CARDS, GPS or OTHER

(6) Requesting employee/position:_____

Department #:_____ Employee ID #:_____ Office: _____

Service: $_____/mo (x) ____ months = $0.00 Account:_____-532

Service: $_____/mo (x) ____ months = $0.00 Account:_____-662

Requisition Total:_____ **Requisition Number:**_____

(7) Elected Official/Department Head Authorization for Request:

A.A. Tony Pena, Jr. — Signature

A.A. Tony Pena, Jr. — Print Name

6-8-09 — Date

(8) Executive Office Authorization (Commissioner's Court Departments Only):

_____ — Signature

Valde Guerra — Print Name

6/8/09 — Date

(9) IT DEPARTMENT ONLY:

Service Type Codes: [redacted]

6/12/09

Commissioner's Court Action:

☐ **Approved Date:** _____ ☐ **Disapproved**

Revised: 04/08/2009

Requisition

Req # 00156418

PO #

Date: 06/04/09

Bill To: x
x

Vendor : 210501
SPRINT
P O BOX 660092
DALLAS TX 75266-0092

Ship To: EMERGENCY SERVICES
100 E CANO, 2ND FLOOR
EDINBURG TX 78539

Contact: Yolanda Orozco
956-318-2656

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
4.00	EACH	RIM Blackberry 8350i to upgrade cell phones for: 956-239-1180 Juan Martinez, 956-289-3857 Wesley Bradley, 956-289-3873 Marco Romero and 956-393-1848 Javier Garcia. ($149.99 - Discount $49.00 = $100.00)	100.00	400.00
		Account No	Encumbrance	
		9-1100-422-10-300-001-0-619	400.00	
			Freight	.00
			Total	400.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Sprint
Together with NEXTEL

HIDALGO COUNTY EMERGENCY MANAGEMENT - Acct# 482298699

Attn: MARIO BETANCOURT - MARIO.BETANCOURT@CO.HIDALGO.TX.US

Date	5/27/2009	PRICING VALID THRU 06/30/2009
Prepared By	Robert Hahn	Public Sector Sales
Mobile Phone	956-227-8642	Fax: 913-523-8939
E-mail Address	robert.hahn@sprint.com	

Monthly Charges:	Price:	Qty:	Total:
Sprint Business Essentials 1000 w/Text & Data **(Emergency Mgmt.)**	$ 69.30	4	$ 277.20
Sprint BES Buy Up **(Emergency Mgmt.)**	$ 11.55	4	$ 46.20
Sprint Business Essentials 1000 w/Text & Data **(Fire Marshall.)**	$ 69.30	5	$ 346.50
			$ -
			$ -
			$ -
State Contract: HGAC CW-05-02	**Total Monthly Service:**		$ 669.90

One Time Charges:	Price:	Qty:	Total:
RIM Blackberry 8350i	$ 149.99	9	$ 1,349.91
*Discount -$49.99/each	$ (49.99)	9	$ (449.91)
			$ -
Total Savings w/Current Promo: $449.91	**Total One Time Charges:**		$ 900.00

Summary			
Total Lines of Service:			9 existing lines. New Service: Blackberry BIS/BES/DATA
One Time Charges:			$900.00
Monthly Recurring Charges:			$ 669.90
Total Annual Investment:	$ 669.90	x 12 Months	$ 8,038.80

Simply Business Essentials Plans with Messaging & Data Include:

* Unlimited Nextel Direct Connect & Group Connect
* Unlimited Mobile To Mobile & Unlimited Nights and Weekends starting at 7pm. Plans pool minutes with the eligible pooling plans on the same account
* Nationwide Long Distance, No Roaming Charges, Anytime Minute pooling, Voicemail & Caller ID
* Unlimited Messaging (Text, Picture & Video)
* Unlimited Data (Blackberry BIS Service, Email, Web, Sprint TV Premier, Sprint Music Premier & GPS Navigation
* Available Buy-Ups for Sprint Business Essentials with Messaging & Data: $20 Blackberry BES, $40 World Wide Blackberry, $40 Worldwide Data

Pooled Minutes Available in this quote: 9000

GOVERNMENT CUSTOMERS PLEASE NOTE:

When considering fund allocations, be aware of additional charges that may apply.

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

411 Charges $1.79 per call, connected at no additional charge – airtime charged apply) *note, this charge is subject to change*

Off network roaming charges may also occur.

Overage Charges - Voice (based on rate plan that is chosen) $ 0.40 cents per minute

Casual Data Usage Charge	**$ 0.02 cents per kilobyte**

HIDALGO COUNTY EMERGENCY MANAGEMENT - Acct# 482298699

Attn: MARIO BETANCOURT - MARIO.BETANCOURT@CO.HIDALGO.TX.US

Date	5/27/2009	PRICING VALID THRU 06/30/2009
Prepared By	Robert Hahn	Public Sector Sales
Mobile Phone	956-227-8642	Fax: 913-523-8939
E-mail Address	robert.hahn@sprint.com	

One Time Charges:	Price:	Qty:	Total:
RIM Blackberry 8350i (Emergency Management)	$ 149.99	4	$ 599.96
*Discount -$49.99/each	$ (49.99)	4	$ (199.96)
			$ -
HGAC CW05-02	Total One Time Charges:		$ 400.00

Summary			
One Time Charges:			$400.00

GOVERNMENT CUSTOMERS PLEASE NOTE:

When considering fund allocations, be aware of additional charges that may apply.

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

411 Charges $1.79 per call, connected at no additional charge – airtime charged apply) *note, this charge is subject to change*

Off network roaming charges may also occur.

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

HIDALGO COUNTY EMERGENCY MANAGEMENT - Acct# 482298699

Attn: MARIO BETANCOURT - MARIO.BETANCOURT@CO.HIDALGO.TX.US

Date	5/27/2009	**PRICING VALID THRU 06/30/2009**
Prepared By	Robert Hahn	Public Sector Sales
Mobile Phone	956-227-8642	Fax: 913-523-8939
E-mail Address	robert.hahn@sprint.com	

One Time Charges:	Price:	Qty:	Total:
RIM Blackberry 8350i (Fire Marshall)	$ 149.99	5	$ 749.95
*Discount -$49.99/each	$ (49.99)	5	$ (249.95)
			$ -
HGAC CW05-02	Total One Time Charges:		$ 500.00

Summary			
One Time Charges:			$500.00

GOVERNMENT CUSTOMERS PLEASE NOTE:

When considering fund allocations, be aware of additional charges that may apply.

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

411 Charges $1.79 per call, connected at no additional charge – airtime charged apply) *note, this charge is subject to change*

Off network roaming charges may also occur.

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

				SERVICE							
	Phone #	User	Equip	Jun-Jul	Jul-Aug	Aug-Sept	Sept-Oct	Oct-Nov	Nov-Dec	Dec-Jan	Totals
EM Mgmt	956-457-1080	Rolando Benavides	$ 100.00	$ 80.85	$ 80.85	$ 80.85	$ 80.85	$ 80.85	$ 80.85	$ 80.85	**$ 665.95**
	956-328-9129	Mario Betancourt	$ 100.00	$ 80.85	$ 80.85	$ 80.85	$ 80.85	$ 80.85	$ 80.85	$ 80.85	**$ 665.95**
	956-720-2165	Belinda Alvarez	$ 100.00	$ 80.85	$ 80.85	$ 80.85	$ 80.85	$ 80.85	$ 80.85	$ 80.85	**$ 665.95**
	956-227-5914	Brenda Garza	$ 100.00	$ 80.85	$ 80.85	$ 80.85	$ 80.85	$ 80.85	$ 80.85	$ 80.85	**$ 665.95**
											$ 2,663.80
	Phone #	User	Equip	Jun-Jul	Jul-Aug	Aug-Sept	Sept-Oct	Oct-Nov	Nov-Dec	Dec-Jan	Totals
Fire Marshall	956-289-3857	Wesley Bradley	$ 100.00	$ 69.30	$ 69.30	$ 69.30	$ 69.30	$ 69.30	$ 69.30	$ 69.30	**$ 585.10**
	956-239-1180	Juan Martinez	$ 100.00	$ 69.30	$ 69.30	$ 69.30	$ 69.30	$ 69.30	$ 69.30	$ 69.30	**$ 585.10**
	956-393-1848	Javier Garcia	$ 100.00	$ 69.30	$ 69.30	$ 69.30	$ 69.30	$ 69.30	$ 69.30	$ 69.30	**$ 585.10**
	956-289-3873	Marco Romero	$ 100.00	$ 69.30	$ 69.30	$ 69.30	$ 69.30	$ 69.30	$ 69.30	$ 69.30	**$ 585.10**
											$ 2,340.40

AI-15960 **14.A.**

HIDTA Award Cooperative Agreement

CC REGULAR

Date:	06/22/2009
Submitted By:	Nelda Olivarez, HIDTA
Submitted For:	Rene Guerra, Criminal District Attorney
Department:	HIDTA
Agenda Category:	HIDTA - Task Force

Information

CAPTION

1. Approval of certification of revenues, as certified by the County Auditor for the HIDTA Task Force Grant

2. Authorization and approval to accept the Cooperative Agreement between Hidalgo County and the Executive Office of the President - Office of National Drug Control Policy.
   a. Grant Amount: $419,049.00 - This amount represents 57% of the funds requested for budget year 2009. This will total the full award amount of $735,174.00.
   b. Grant Number: G09SS0002A
   c. Grant Period: 01/01/2009 to 12/31/10

3. Approval of appropriation of funds for the Hidalgo County HIDTA Task Force (South Texas HIDTA McAllen Initiative) in the amount of $383,007.00 for fiscal year 2009, fund 1291, program no. 003.

4. Approval of Salary Schedule for the HIDTA Task Force (South Texas HIDTA McAllen Initiative), fund 1291, program no. 003

5. Approval of appropriation of funds for the Hidalgo County HIDTA Task Force (South Texas HIDTA McAllen Initiative / Training) for fiscal year 2009, fund 1291, program no. 015, in the amount of $7,845.00 to fund expenditures for travel and registration fees.

6. Approval of appropriation of funds for the HIDTA Task Force South Texas Director's Administrative Support Element for fiscal year 2009, in the amount of $28,197.00 fund 1291, program no. 016.

7. Approval of Salary Schedule for the HIDTA Task Force South Texas Director's Administrative Support Element, fund 1291 program no, 016.

8. Approval of Salary Schedule for HIDTA Chapter 59, fund 1251, program no. 011

BACKGROUND

43% of grant was originally approved on CC 2/17/09 (AI-13974) this 57% represents the remaining funds.

Fiscal Impact

FISCAL YEAR: **ACCT. #:** Various HIDTA accounts

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

BUDGETARY IMPACT:

Grant funds used in the appropriation to various HIDTA accounts.

Attachments

Link: Award Letter
Link: Hidta G09SS0002A
Link: certification letter
Link: Grant Budget
Link: HIDTA 2009 Salary Schedue
Link: HIDTA Grant Travel
Link: HIDTA Director's Budget
Link: HIDTA Director's Salary Schedule

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/11/2009 08:50 AM	APRV
2	Dale Kennan	Dale Kennan	06/11/2009 02:59 PM	APRV
3	Auditor's Office		06/18/2009 05:09 PM	NEW

Form Started By: Nelda Olivarez Started On: 06/10/2009 03:35 PM

Final Approval Date: 06/18/2009

EXECUTIVE OFFICE OF THE PRESIDENT
OFFICE OF NATIONAL DRUG CONTROL POLICY
Washington, D.C. 20503

May 6, 2009

Mr. Juan Salinas
Hidalgo County Auditor's Office
P O BOX 5719
Mcallen, TX 78502

Dear Mr. Salinas:

Grant number G09SS0002A has been increased and now totals $735,174.00.

The original and one copy of Modification 1 are enclosed. If you accept this Modification, sign and keep the original for your file, and return a copy with an original signature to the following address:

National HIDTA Assistance Center
Attn: Finance Unit
11200 NW 20TH ST, STE 100
Miami, FL 33172
(305) 715-7600

All terms and conditions of the original award apply to this Modification.

If you have any questions pertaining to this grant award, please feel free to contact Phuong DeSear at (202) 395-6739.

Sincerely,

Mark M. Campbell
Acting Assistant Deputy Director
Office of State, Local and Tribal Affairs

RECEIVED BY
COUNTY AUDITOR
2009 MAY 15 PM 1:58

Executive Office of the President **Office of National Drug Control Policy**	**AWARD** Grant	Page 1 of 1
1. Recipient Name and Address Mr. Juan Salinas Hidalgo County Auditor's Office P O BOX 5719 Mcallen, TX 78502	4. Award Number: G09SS0002A 5. Project Period: 01/01/2009 to 12/31/2010 Budget Period: 01/01/2009 to 12/31/2010	
1A. Recipient IRS/Vendor No. 1746000717A4	6. Date: 5/6/2009	7. Action ☐ Initial ☒ Supplemental
2. Subrecipient Name and Address	8. Supplement Number 1	
2A. Subrecipient IRS/Vendor No.	9. Previous Amount $316,125.00	
3. Project Title McAllen Initiative Initiative(s)	10. Remaining Amount $419,049.00	
	11. Total Award $735,174.00	

12. Special Conditions

* The above grant is approved subject to such conditions or limitations as are set forth in the original Grant.
* Consistent with P.L. 111-8, the Omnibus Appropriations Act, 2009, this Grant Award document provides additional funding in the amount indicated in Block 10. This amount, together with the amount equivalent to 43% of the fiscal year 2008 funding level previously made available, as indicated in Block 9, represents the total FY 2009 budget and spending ceiling for this initiative, as indicated in Block 11.
* The budget attached to the original award is consistent with this full award amount.

13. Statutory Authority for Grant: Public Law 111-8

AGENCY APPROVAL	**RECIPIENT ACCEPTANCE**
14. Typed Name and Title of Approving ONDCP Official Mark M. Campbell Acting Assistant Deputy Director Office of National Drug Control Policy	15. Typed Name and Title of Authorized Recipient Official Mr. Juan Salinas Hidalgo County Auditor's Office
16. Signature of Approving ONDCP Official	17. Signature of Authorized Recipient Date

Agency Use Only	
18. Accounting Classification Code DUNS: 103110834 EIN: 1746000717A4	19. HIDTA AWARD OND10B3SE0910 OND2000000 OC 4100

EXECUTIVE OFFICE OF THE PRESIDENT
OFFICE OF NATIONAL DRUG CONTROL POLICY
Washington, D.C. 20503

May 6, 2009

Mr. Juan Salinas
Hidalgo County Auditor's Office
P O BOX 5719
Mcallen, TX 78502

Dear Mr. Salinas:

Grant number G09SS0002A has been increased and now totals $735,174.00.

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Attn: Finance Unit
11200 NW 20TH ST, STE 100
Miami, FL 33172
(305) 715-7600

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Sincerely,

Mark M. Campbell
Acting Assistant Deputy Director
Office of State, Local and Tribal Affairs

RECEIVED BY
COUNTY AUDITOR
2009 MAY 15 PM 1:58

Executive Office of the President **Office of National Drug Control Policy**	**AWARD** Grant	Page 1 of 1
1. Recipient Name and Address Mr. Juan Salinas Hidalgo County Auditor's Office P O BOX 5719 Mcallen, TX 78502	4. Award Number: G09SS0002A 5. Project Period: 01/01/2009 to 12/31/2010 Budget Period: 01/01/2009 to 12/31/2010	
1A. Recipient IRS/Vendor No. 1746000717A4	6. Date: 5/6/2009	7. Action
2. Subrecipient Name and Address	8. Supplement Number 1	☐ Initial ☒ Supplemental
2A. Subrecipient IRS/Vendor No.	9. Previous Amount	$316,125.00
3. Project Title McAllen Initiative Initiative(s)	10. Remaining Amount	$419,049.00
	11. Total Award	$735,174.00

12. Special Conditions

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14. Typed Name and Title of Approving ONDCP Official Mark M. Campbell Acting Assistant Deputy Director Office of National Drug Control Policy	15. Typed Name and Title of Authorized Recipient Official Mr. Juan Salinas Hidalgo County Auditor's Office
16. Signature of Approving ONDCP Official M. Campbell	17. Signature of Authorized Recipient Date

Agency Use Only	
18. Accounting Classification Code DUNS: 103110834 EIN: 1746000717A4	19. HIDTA AWARD OND10B3SE0910 OND2000000 OC 4100

Executive Office of the President **Office of National Drug Control Policy**	**AWARD** Grant	Page 1 of 1
1. Recipient Name and Address Mr. Juan Salinas Hidalgo County Auditor's Office P O BOX 5719 Mcallen, TX 78502	4. Award Number: G09SS0002A 5. Project Period: 01/01/2009 to 12/31/2010 Budget Period: 01/01/2009 to 12/31/2010	
1A. Recipient IRS/Vendor No. 1746000717A4	6. Date: 5/6/2009	7. Action
2. Subrecipient Name and Address	8. Supplement Number 1	☐ Initial ☒ Supplemental
2A. Subrecipient IRS/Vendor No.	9. Previous Amount	$316,125.00
3. Project Title McAllen Initiative Initiative(s)	10. Remaining Amount	$419,049.00
	11. Total Award	$735,174.00

12. Special Conditions

* The above grant is approved subject to such conditions or limitations as are set forth in the original Grant.
* Consistent with P.L. 111-8, the Omnibus Appropriations Act, 2009, this Grant Award document provides additional funding in the amount indicated in Block 10. This amount, together with the amount equivalent to 43% of the fiscal year 2008 funding level previously made available, as indicated in Block 9, represents the total FY 2009 budget and spending ceiling for this initiative, as indicated in Block 11.
* The budget attached to the original award is consistent with this full award amount.

13. Statutory Authority for Grant: Public Law 111-8

AGENCY APPROVAL	**RECIPIENT ACCEPTANCE**
14. Typed Name and Title of Approving ONDCP Official Mark M. Campbell Acting Assistant Deputy Director Office of National Drug Control Policy	15. Typed Name and Title of Authorized Recipient Official Mr. Juan Salinas Hidalgo County Auditor's Office
16. Signature of Approving ONDCP Official M. Campbell	17. Signature of Authorized Recipient Date

Agency Use Only	
18. Accounting Classification Code DUNS: 103110834 EIN: 1746000717A4	19. HIDTA AWARD OND10B3SE0910 OND2000000 OC 4100

COUNTY of HIDALGO

EDINBURG, TEXAS 78539

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

June 18, 2009

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

RE: Certification of Revenue

Dear Judge and Commissioners:

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

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

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of the following grant modification to grant award G09SS0002A from the Executive Office of the President Office Of National Drug Control Policy (ONDCP). These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	GRANT
$419,049.00	G09SS0002A McAllen Initiative(s)

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

6/18/09
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.

DATE: June 10, 2009

DEPARTMENT HEAD: RENE GUERRA, HIDALGO COUNTY CRIMINAL DISTRICT ATTORNEY

DEPARTMENT NAME: H.I.D.T.A. TASK FORCE

ACCOUNT NUMBER: EXPENDITURE - 1291-412-00-270-003-9-XXX

REVENUE - 1291-331-10-270-003-9-000

SUBJECT: BUDGET AMENDMENT

HONORABLE COMMISSIONER'S COURT OF HIDALGO COUNTY:

I WOULD LIKE TO REQUEST THE FOLLOWING AMENDMENTS (INCREASES) TO MY DEPARTMENTAL BUDGET IN ACCORDANCE WITH V.A.C.S., PURSUANT TO ARTICLE 689A-11, 1666A, 1666B:

INCREASE OBJECT NUMBER (S)		ACCOUNT (OBJECT) NAME	INITIAL BUDGET
9-1291-412-00-270-003-	9 - 113	FULL-TIME EMPLOYEES	250,195.00
9-1291-412-00-270-003-	9 - 115	LONGEVITY	3,199.00
9-1291-412-00-270-003-	9 - 211	HEALTH INSURANCE	16,440.00
9-1291-412-00-270-003-	9 - 212	LIFE INSURANCE	133.00
9-1291-412-00-270-003-	9 - 220	SOCIAL SECURITY TAX	19,140.00
9-1291-412-00-270-003-	9 - 230	RETIREMENT	22,567.00
9-1291-412-00-270-003-	9 - 250	UNEMPLOYMENT COMPENSATION INSURANCE	1,251.00
9-1291-412-00-270-003-	9 - 260	WORKER'S COMPENSATION INSURANCE	13,869.00
9-1291-412-00-270-003-	9 - 342	INFO & CREDIT SERVICE	1,026.00
9-1291-412-00-270-003-	9 - 411	WATER	684.00
9-1291-412-00-270-003-	9 - 413	SECURITY	120.00
9-1291-412-00-270-003-	9 - 423	CUSTODIAL	2,736.00
9-1291-412-00-270-003-	9 - 432	REPAIRS AND MAINTENANCE SERVICES - VEHICLES	4,618.00
9-1291-412-00-270-003-	9 - 442	RENTAL OF VEHICLES	11,115.00
9-1291-412-00-270-003-	9 - 522	VEHICLE LIABILITY INSURANCE	3,306.00
9-1291-412-00-270-003-	9 - 524	OTHER INSURANCE	399.00
9-1291-412-00-270-003-	9 - 531	TELEPHONE	2,280.00
9-1291-412-00-270-003-	9 - 532	CELLULAR / MOBILE PHONE	3,420.00
9-1291-412-00-270-003-	9 - 534	INTERNET SERVICES	1,094.00
9-1291-412-00-270-003-	9 - 535	POSTAGE AND EXPRESS MAIL CHARGES	114.00
9-1291-412-00-270-003-	9 - 583	OUT-OF-COUNTY EMPLOYEE TRAVEL-INVESTIGATIV	855.00
9-1291-412-00-270-003-	9 - 601	OFFICE SUPPLIES	1,995.00
9-1291-412-00-270-003-	9 - 622	ELECTRICITY	6,156.00
9-1291-412-00-270-003-	9 - 626	GASOLINE/DIESEL	16,295.00
		TOTAL APPROPRIATIONS	$383,007.00
9-1291-331-10-270-003-	9 - 000	HIDTA TASK FORCE 2009 GRANT	383,007.00
		TOTAL ESTIMATED REVENUES	383,007.00

The appropriation is consistent with the full award amount.

There are no areas in my current budget to reduce in order to fund the above mentioned item(s).

APPROVED BY COMMISSIONER'S COURT

__/__/__ DATE

DEPARTMENT HEAD SIGNATURE

ATTEST BY COUNTY CLERK

DATE: 06/10/2009

DEPARTMENT : HIDTA TASK FORCE

ACCOUNT NO.: 1291-412-00-270-003-9-xxx (2009 GRANT # G09SS0002) / 1251-412-00-270-011-0-xxx (Chapter 59 - Asset Forfeiture Funds)

ACCOUNT Program: Asset - 2

SLOT NUMBER	POSITION	2009 BUDGETED SALARY	FY 2009 WAGES GRANT FUNDS (1291)	FY 2009 WAGES ASSET FUNDS (1251)	LONGEVITY PAY Total Longevity	LONGEVITY PAY GRANT 1291	LONGEVITY PAY ASSET 1251	HEALTH INSURANCE GRANT 4,164.00	HEALTH INSURANCE ASSET 4,164.00	LIFE INSURANCE GRANT 27.00	LIFE INSURANCE ASSET 27.00	FICA GRANT 7.65%	FICA ASSET 7.65%	RETIREMENT GRANT 9.02%	RETIREMENT ASSET 9.02%	UNEMPLOY COMP GRANT 0.5000%	UNEMPLOY COMP ASSET 0.5000%	WORKER'S COMP. GRANT 2.51%	WORKER'S COMP. ASSET 0.13%	FRINGE BENEFITS GRANT for 2009	FRINGE BENEFITS ASSET for 2009	TOTAL FRINGE For 2009
G0001	Commander	69,600.00	49,200.00	20,400.00	660.00	466.55	193.45	2,943.52	1,220.48	19.09	7.91	3,763.80	1,560.60	4,437.84	1,840.08	246.00	102.00	1,234.92	512.04	13,111.71	5,436.57	18,548.28
G0002	Assistant District Attorney	71,140.00	52,794.00	18,346.00	3,900.00	2,894.25	1,005.75	3,090.16	1,073.84	20.04	6.96	4,038.74	1,403.47	4,762.02	1,654.81	263.97	91.73	68.63	23.85	15,137.81	5,260.41	20,398.22
G0003	Criminal Investigator	51,765.00	38,925.00	12,840.00	300.00	225.59	74.41	3,131.14	1,032.86	20.30	6.70	2,977.76	982.26	3,511.04	1,158.17	194.63	64.20			10,060.46	3,318.59	13,379.05
G0004	Criminal Investigator	51,765.00	36,972.00	14,793.00		0.00	0.00	2,974.04	1,189.96	19.28	7.72	2,828.36	1,131.66	3,334.87	1,334.33	184.86	73.97	928.00	371.30	10,269.42	4,108.93	14,378.35
G0005	Criminal Investigator	51,765.00	36,972.00	14,793.00	300.00	214.27	85.73	2,974.04	1,189.96	19.28	7.72	2,828.36	1,131.66	3,334.87	1,334.33	184.86	73.97	928.00	371.30	10,483.69	4,194.66	14,678.35
G0006	Criminal Investigator	51,765.00	37,377.00	14,388.00		0.00	0.00	3,006.62	1,157.38	19.50	7.50	2,859.34	1,100.68	3,371.41	1,297.80	186.89	71.94	938.16	361.14	10,381.91	3,996.44	14,378.35
G0007	Criminal Investigator	51,765.00	37,332.00	14,433.00	540.00	389.44	150.56	3,003.00	1,161.00	19.47	7.53	2,855.90	1,104.12	3,367.35	1,301.86	186.66	72.17	937.03	362.27	10,758.85	4,159.50	14,918.35
G0008	Assistant Commander	56,000.00	36,972.00	19,028.00		0.00	0.00	2,749.13	1,414.87	17.83	9.17	2,828.36	1,455.64	3,334.87	1,716.33	184.86	95.14	928.00	477.60	10,043.05	5,168.75	15,211.80
G0009	Accountant	49,100.00	35,700.00	13,400.00	660.00	479.88	180.12	3,027.59	1,136.41	19.63	7.37	2,731.05	1,025.10	3,220.14	1,208.68	178.50	67.00	46.41	17.42	9,703.20	3,642.10	13,345.30
G0010	Intelligence Research Specialist	32,000.00	22,500.00	9,500.00		0.00	0.00	2,927.81	1,236.19	18.98	8.02	1,721.25	726.75	2,029.50	856.90	112.50	47.50	29.25	12.35	6,839.30	2,887.70	9,727.00
G0011	Administrative Assistant	38,600.00	28,155.00	10,445.00	660.00	481.41	178.59	3,037.24	1,126.76	19.69	7.31	2,153.86	799.04	2,539.58	942.14	140.78	52.23	36.60	13.58	8,409.16	3,119.64	11,528.80
G0012	Legal Assistant	36,000.00	26,040.00	9,960.00	796.60	564.20	232.40	3,011.96	1,152.04	19.53	7.47	1,992.06	761.94	2,348.81	898.39	130.20	49.80	33.85	12.95	8,100.61	3,114.99	11,215.60
T014	Clerk Typist / Part-Time $9.00 / max 899 hrs yearly	8,095.00	0.00	8,095.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	619.27	0.00	0.00	0.00	40.48	0.00	10.52	0.00	670.27	670.27
G015	Criminal Investigator	51,765.00	0.00	51,765.00	60.00	0.00	60.00	0.00	4,164.00	0.00	27.00	0.00	3,960.02	0.00	4,544.97	0.00	258.83	0.00	1,299.30	0.00	14,314.12	14,314.12
G016	Criminal Investigator	51,765.00	0.00	51,765.00	780.00	0.00	780.00	0.00	4,164.00	0.00	27.00	0.00	3,960.02	0.00	4,544.97	0.00	258.83	0.00	1,299.30	0.00	15,034.12	15,034.12
G017	Criminal Investigator	51,765.00	0.00	51,765.00		0.00	0.00	0.00	4,164.00	0.00	27.00	0.00	3,960.02	0.00	4,544.97	0.00	258.83	0.00	1,299.30	0.00	14,254.12	14,254.12
G018	Criminal Investigator	51,765.00	0.00	51,765.00		0.00	0.00	0.00	4,164.00	0.00	27.00	0.00	3,960.02	0.00	4,544.97	0.00	258.83	0.00	1,299.30	0.00	14,254.12	14,254.12
G019	Legal Assistant	20,000.00	0.00	20,000.00		0.00	0.00	0.00	4,164.00	0.00	27.00	0.00	1,530.00	0.00	1,756.00	0.00	100.00	0.00	26.00	0.00	7,603.00	7,603.00
G020	Deputy Constable Step II	20,300.00	0.00	20,300.00		0.00	0.00	0.00	4,164.00	0.00	13.50	0.00	1,552.95	0.00	1,782.34	0.00	101.50	0.00	509.53	0.00 0.00	8,123.82 0.00	8,123.82
TOTAL		$ 866,720.00	$ 438,939.00	$ 427,781.00	$8,656.60	$5,715.59	$2,941.01	$35,876.28	$39,075.72	$232.63	$239.87	$ 33,578.83	$32,725.25	$39,592.30	$37,262.01	$2,194.70	$2,138.90	$6,108.85	$8,279.06	$123,299.17	$122,661.84	$245,961.01

DATE: June 10, 2009

DEPARTMENT HEAD: RENE GUERRA, HIDALGO COUNTY CRIMINAL DISTRICT ATTOR

DEPARTMENT NAME: H.I.D.T.A. TASK FORCE

ACCOUNT NUMBER: EXPENDITURE - 1291-412-00-270-015-9-XXX

REVENUE - 1291-331-10-270-015-9-000

SUBJECT: BUDGET AMENDMENT

HONORABLE COMMISSIONER'S COURT OF HIDALGO COUNTY:

I WOULD LIKE TO REQUEST THE FOLLOWING AMENDMENTS (INCREASES) TO MY DEPARTMENTAL BUDGET IN ACCORDANCE WITH V.A.C.S., PURSUANT TO ARTICLE 689A-11, 1666A, 1666B:

INCREASE OBJECT NUMBER (S)		ACCOUNT (OBJECT) NAME	INITIAL BUDGET
9-1291-412-00-270-015-	9 - 583	OUT-OF-COUNTY EMPLOYEE TRAVEL-TRAINING	5,705.00
9-1291-412-00-270-015-	9 - 584	REGISTRATION	2,140.00
		TOTAL APPROPRIATIONS	$7,845.00
9-1291-331-10-270-015-	9- 000	HIDTA TASK FORCE 2009 GRANT	7,845.00
		TOTAL ESTIMATED REVENUES	7,845.00

The appropriation is consistent with the full award amount.

There are no areas in my current budget to reduce in order to fund the above mentioned item(s).

APPROVED BY COMMISSIONER'S COURT

__/__/__ DATE

DEPARTMENT HEAD SIGNATURE

ATTEST BY COUNTY CLERK

DATE: June 10, 2009

DEPARTMENT HEAD: RENE GUERRA, HIDALGO COUNTY CRIMINAL DISTRICT ATTORNEY

DEPARTMENT NAME: H.I.D.T.A. TASK FORCE / STX DIRECTOR'S ADMINISTRATIVE SUPPORT ELEMENT

ACCOUNT NUMBER: EXPENDITURE - 1291-412-00-270-016-9-XXX

REVENUE - 1291-331-00-270-016-9-000

SUBJECT: BUDGET AMENDMENT

HONORABLE COMMISSIONER'S COURT OF HIDALGO COUNTY:

I WOULD LIKE TO REQUEST THE FOLLOWING AMENDMENTS (INCREASES) TO MY DEPARTMENTAL BUDGET IN ACCORDANCE WITH V.A.C.S., PURSUANT TO ARTICLE 689A-11, 1666A, 1666B:

INCREASE OBJECT NUMBER (S)		ACCOUNT (OBJECT) NAME	INITIAL BUDGET
9-1291-412-00-270-016-	9 - 113	FULL-TIME EMPLOYEES	21,690.00
9-1291-412-00-270-016-	9 - 211	HEALTH INSURANCE	2,688.00
9-1291-412-00-270-016-	9 - 212	LIFE INSURANCE	12.00
9-1291-412-00-270-016-	9 - 220	SOCIAL SECURITY TAX	1,659.00
9-1291-412-00-270-016-	9 - 230	RETIREMENT	1,973.00
9-1291-412-00-270-016-	9 - 250	UNEMPLOYMENT COMPENSATION INSURANCE	108.00
9-1291-412-00-270-016-	9 - 260	WORKER'S COMPENSATION INSURANCE	67.00
		TOTAL APPROPRIATIONS	$28,197.00
9-1291-331-10-270-016-	9 - 000	HIDTA TASK FORCE 2007 GRANT	28,197.00
		TOTAL ESTIMATED REVENUES	28,197.00

The appropriation is consistent with the full award amount.

There are no areas in my current budget to reduce in order to fund the above mentioned item(s).

APPROVED BY COMMISSIONER'S COURT

___/___/___ DATE

DEPARTMENT HEAD SIGNATURE

ATTEST BY COUNTY CLERK

DATE: 1/13/09

DEPARTMENT : HIDTA TASK FORCE

ACCOUNT NO.: **1291-412-00-270-009-9-xxx** **(2009 GRANT # G09SS0002A)**

Dept. NO. **270** Program: Grant **-3** Program: Asset **- 2**

SLOT NUMBER	EMPLOYEE NUMBER	DATE HIRED	NAME	POSITION	FY 2009 WAGES (1291)	HEALTH INSURANCE 4,767.39	LIFE INSURANCE 35.00	FICA 7.65%	RETIREMENT 8.92%	UNEMPLOY COMP COMP 0.5000%	WORKER'S COMP 0.31%	TOTAL FRINGE For 2009
G0001				Administrative Assistant	38,053.00	4,767.39	35.00	2,911.05	3,394.33	190.27	117.96	11,416.00
				TOTAL	**$ 38,053.00**	**$ 4,767.39**	**$ 35.00**	**$ 2,911.05**	**$ 3,394.33**	**$ 190.27**	**$ 117.96**	**$ 11,416.00**
				43.00%	16,362.79	2,049.98	15.05	1,251.75	1,459.56	81.81	50.72	4,908.88
				57.00%	21,690.21	2,717.41	19.95	1,659.30	1,934.77	108.45	67.24	6,507.12
				100.00%	38,053.00	4,767.39	35.00	2,911.05	3,394.33	190.27	117.96	11,416.00

AI-16062 **15.A.**

Mujeres Unidas/Women Together

CC REGULAR

Date:	06/22/2009
Submitted By:	Hilda Bazan, URBAN COUNTY
Submitted For:	Hilda Bazan
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Requesting authorization to extend fiscal year agreement with Mujeres Unidas/Women Together-ESG Program YR 20- (2007) until May 31, 2009. Their agreement terminated Dec. 31, 2008 and had been extended until May 15, 2009.

BACKGROUND

UCP is requesting authorization to amend the agreement between Mujeres Unidas/Women Together and the Hidalgo County ESG Program-YR 20 (2007) until May 31, 2009. Mujeres Unidas/Women Together has requested a final two weeks extension of the agreement until May 31, 2009 to be able to expend all the funds for YR 20 (2007). All funds have been expended and we recommend approval. The two year contract with HUD for YR 20 ends on June 30, 2009.

The grant awarded to Mujeres Unidas/Women Together in the amount of $203,000.00 will not change.

Fiscal Impact

Attachments

Link: Mujeres Unidas/Women Together

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/17/2009 11:50 AM	APRV
2	Veronica Lopez	Veronica Lopez	06/17/2009 02:45 PM	APRV
3	Auditor's Office		06/18/2009 05:09 PM	NEW

Form Started By: Hilda Bazan — Started On: 06/17/2009 11:06 AM

Final Approval Date: 06/18/2009

Mujeres Unidas **Women Together**

Phone: (956) 630-4878 Fax: (956) 687-4715

E-mail: womentog@swbell.net

511 N. Cynthia Street * McAllen, Texas 78501

MAY 11 2009

MEMO

Date: May 11, 2009

To: Ms. Diana Serna, Director
Urban County Program

From: Estella De Anda, Executive Director
Women Together / Mujeres Unidas

Re: ESG Year 20 Extension Until End of May 2009

Mujeres Unidas respectfully requests an extension of time from May 15 – May 31 to expend Year 20 ESG funds. Thank you for working with us in regards to this matter.

Cc: Ninfa Ozuna
Program Assistant

AI-16011 **15.B.**

Disaster Recovery Fund

CC REGULAR

Date:	06/22/2009
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

1. Presentation to advise public of Proposed projects to be funded by the County of Hidalgo's 2008 Supplemental Disaster Recovery Fund Non Housing and Housing Applications.

2. Discussion, consideration and action on submittal of 2008 Supplemental Disaster Recovery Fund Non Housing and Housing applications as funded by the State of Texas, Office of Rural Community Affairs (ORCA) and Texas Department of Housing and Community Affairs.

BACKGROUND

The County of Hidalgo was allocated via a direct allocation by the State of Texas a total of $5,000,000 to fund non-housing projects that were affected by Hurricane Dolly. These projects either failed to function as designed or were damaged by Hurricane Dolly. The Housing portion of the allocation consists of $2,000,000 for damages to homes caused by Hurricane Dolly.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

Link: hurricane recovery funds

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/16/2009 08:13 AM	APRV
2	Veronica Lopez	Veronica Lopez	06/16/2009 02:43 PM	APRV
3	Auditor's Office		06/18/2009 05:09 PM	NEW

Form Started By: Estella Webber — Started On: 06/15/2009 02:01 PM

Final Approval Date: 06/18/2009

PUBLIC NOTICE
2008 SUPPLEMENTAL DISASTER RECOVERY FUND
NON-HOUSING & HOUSING APPLICATIONS
County of Hidalgo
Urban County Program
Date of Publication: June 18, 2009

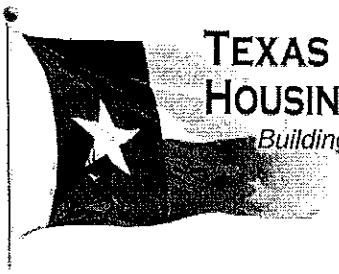
The Urban County Program will hold a presentation before the Hidalgo County Commissioners' Court prior to the submittal of the Supplemental Disaster Recovery Fund Non Housing and Housing Applications to the State.

The purpose of the presentation is to advise the public of the projects selected and identified as eligible under the 2008 Supplemental Disaster Recovery Fund. The State of Texas has allocated a total of $5,000,000 to fund Non-Housing projects and $2,000,000 for Housing projects to address damages caused by Hurricane Dolly.

The presentation will be held at the County Commissioners Court Meeting scheduled for Tuesday, June 23, 2009, at 1:30 pm. at 100 E. Cano Street in Edinburg, Texas and will be prior to County Commissioners Court action. The Urban County Program encourages citizens to attend.

For more information, please come by our office or call (956) 787-8127.

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



TEXAS DEPARTMENT OF
HOUSING & COMMUNITY AFFAIRS
Building Homes. Strengthening Communities.

Texas Community Development Block Grant Program

2008 Supplemental Disaster Recovery Fund

Hurricanes Dolly and Ike

Housing Activities Application

Applicant: _____

Council of Government: _____

Funding Request: _____

March 2009

Dear Applicant:

The Texas Department of Housing and Community Affairs (TDHCA/Department) is pleased to provide you with a copy of the Texas Community Development Block Grant Disaster Recovery Program's 2008 Supplemental Disaster Recovery Fund Housing Application.

This application is made available for CDBG Disaster Recovery Housing Applicants under the Consolidated Security, Disaster Assistance, and Continuing Appropriations Act, (Public Law 110-329), enacted on September 30, 2008, for the purpose of assisting in the recovery activities related to disaster relief, long-term recovery, and restoration of infrastructure, housing and economic revitalization in areas affected by Hurricanes Dolly and Ike.

The Department believes your knowledge of what needs to be done in your community will be the determining factor in the long term success of these funds. Accordingly, each Subrecipient will be responsible for project development and day-to-day management. We will work closely with our Subrecipients to ensure they continually meet or exceed benchmarks and production schedules, and to ensure expenditures comply with Federal and State requirements as applicable. We realize that a lot goes into the decision making process and we want to act as a resource for you as you design your community's program. Even as we are here as a resource, we encourage you to determine what will work best for your community—from a homeowner compensation program, to housing rehabilitation, or new construction.

Questions about this application should be directed to the following:

Texas Department of Housing and Community Affairs
Disaster Recovery Division
221 East 11th Street
Austin, Texas 78701
Phone: 512-475-1449
Fax: 512-475-3978

We look forward to working with you to provide assistance to the areas impacted by Hurricanes Dolly and Ike.

Sincerely,

Michael Gerber
Executive Director
Texas Department of Housing and Community Affairs

TAB I

FORM 424 APPLICATION FOR ASSISTANCE & CERTIFICATION

APPLICATION FOR CDBG DISASTER RECOVERY FUNDS	OMB Approval No. 0348-004J	
	2. DATE SUBMITTED	Applicant Identifier
1. TYPE OF SUBMISSION Application ☐ Construction ☐ Compensation/ ☐ Non-Construction Incentive	3. DATE RECEIVED BY STATE	State Identifier
	4. Date Received by Federal Agency	Federal Identifier

5. APPLICANT INFORMATION	
Legal Name: Address (City, State, Zip code and County):	Organizational Unit: Name/Title, Agency or Company, Address, Area Code and Telephone Number of Application Preparer:
6. EMPLOYER IDENTIFICATION NUMBER (EIN):	6a. DUNS NUMBER:
7. TYPE OF APPLICANT:	8. TYPE OF APPLICATION: ☐ New ☐ Continuation ☐ Revision
9. NAME OF FEDERAL AGENCY: Texas Department of Housing and Community Affairs	10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER 14-228 Title: Texas Community Development Block Grant Program
11. PROJECT TYPE:	11. a TYPE OF APPLICATION: (check where appropriate below) X Disaster Recovery Supplemental Funds
12. TARGET AREA(S) AFFECTED BY PROJECT:	13. APPLICANT'S FISCAL YEAR: Beginning Date _____ Ending Date _____
14. CONGRESSIONAL DISTRICTS OF: a. Representative: N/A b. Senate: N/A c. Congress: N/A	

15. ESTIMATED FUNDING:		16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?
a. Tx CDBG Request	$	☐ YES THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON
b. Federal	$	DATE: _____
c. State	$	☐ NO ☐ PROGRAM IS NOT COVERED BY E.O. 12372
d. Applicant	$	☐ OR Program Has Not Been Selected By State For Review
e. Local	$	17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?
f. Other	$	☐ Yes If "Yes" attach an explanation ☐ No
g. TOTAL	$	

18. ☐ **In consultations with the U.S. Department of Housing and Urban Development and the Texas Department of Housing and Community Affairs, we understand that a compensation or incentive program to reimburse homeowners could be the most rapid means of providing recovery funds to Texans in need and that traditional housing activities may take longer to implement. We have considered a compensation or incentive program and this application reflects our decision.**

19. TO THE BEST OF MY KNOWLEDGE AND BELIEF ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE CERTIFICATIONS AND CITIZEN PARTICIPATION PLAN INCLUDED IN THE PROCEDURES SECTION OF THE TEXAS CDBG DISASTER RECOVERY FUNDS APPLICATION GUIDE IF THE ASSISTANCE IS AWARDED.

a. Typed Name of Authorized Representative	b. Title	c. Telephone Number
d. Signature of Authorized Representative		e. Date/Time Field

INSTRUCTIONS FOR COMPLETION OF THE 424 FORM

The numbered sections in these instructions coincide with the numbered areas on the 424 FORM. Since the Texas CDBG Disaster Recovery Funds Program does not need all of the information requested on the 424 FORM, these instructions only cover the mandatory sections and sections where the information is optional.

1. **TYPE OF SUBMISSION** - Under the Application Column, place a mark (X) in the box for Construction, Compensation or Non-Construction. The majority of Texas CDBG Disaster Recovery Funds applications, except for Planning-only applications, include some construction activities.

2. **Date Submitted by Applicant to TDHCA**

3. **Reserved for internal use**

4. **Reserved for internal use**

5. **APPLICANT INFORMATION** - Provide the Legal Name (e.g., City of ABC, Town of ABC, County of ABC, ABC County, XYZ Non-Profit), the Organizational Unit (can be the same as the Legal Name), and the applicant's Address including the mailing address, city, state, zip code, and the county or counties in which the applicant's jurisdiction is/are located. Also, provide the name (including agency or company name), address, and telephone number of the application preparer. The application preparer will serve as the contact for this application until it is awarded.

6. **EMPLOYER IDENTIFICATION NUMBER** - Most cities have this number but it is not required for this application.

6a. **DUNS NUMBER:** - Only provide if relevant

7. **TYPE OF APPLICANT** - Please list whether you are a municipality, county, non-profit, etc.

8. **TYPE OF APPLICATION** - Place a mark (X) in the box for the Texas CDBG Disaster Recovery Funds category that this application is submitted under. Mark only one fund category.

9. **No response required**

10. **No response required**

11. **PROJECT TYPE** - Provide a description of the project(s) that you will undertake with the requested funds.

11a. **No response required**

12. **TARGET AREA(S) AFFECTED BY THE PROJECT** - Provide a description of the areas of the city(ies) or county(ies) affected by the project. For a city, an acceptable description would be: "The ABC Neighborhood In The Northwest Area Of The City", "The Entire City of ABC", "The South Side Area Of The City And An Area Within The City's ETJ". If a city's corporate city limits are located in more than one county, please also provide the county or counties where the project beneficiaries are located. For a county or non-profit serving multiple cities or counties, use a similar description or reference commissioner court districts.

13. **APPLICANT'S FISCAL YEAR** - Indicate the beginning and end dates of the applicant's fiscal year.

14. **CONGRESSIONAL DISTRICTS OF** - This information is optional, but would be much appreciated.

15. **ESTIMATED FUNDING** - The applicant's Texas CDBG Disaster Recovery Funds request goes next to **a.** Texas CDBG Disaster Recovery Funds Request. Any funds committed from federal resources such as

HUD (other than this CDBG DR request), FEMA or RD go next to **b.** Federal. Any funds committed from state resources such as GDEM go next to **c.** State. Any funds committed by the applicant go next to **d.** Applicant. Any funds committed from local resources such as a WSC, WCID, MUD, or any other local group go next to **e.** Local. Any funds committed from resources other than a, b, c, d, or e above go next to **f.** Other. Total the amounts shown in a, b, c, d, e, and f and enter the Total next to **g.** TOTAL.

16. **IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?** - NO. Include the estimated DATE when the application will be submitted to the Regional Planning Commission for Texas Review And Comment System (TRACS) review.

17. **IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?** - Mark the appropriate answer. A Yes (X), answer must include an explanation concerning the nature, amount and date when payment of the debt became delinquent.

18. **ACKNOWLEDGEMENT OF CONSIDERATION OF A COMPENSATION OR INCENTIVE PROGRAM** – Compensation or incentive program to reimburse homeowners for hurricane related losses could be the most rapid means of providing recovery funds to Texans in need. Applicant is required to initial this box to **certify that a compensation or incentive program (programs designed to provide home owners with funds directly) has been considered prior to submitting this application. This box must be initialed even if no compensation or incentive program is being requested.**

19. The authorized signatory for the application should read the bold print carefully and review the **CERTIFICATIONS and the 2008 Supplemental Disaster Recovery Fund Application Guide For Housing Activities** prior to signing the 424 FORM. Provide **a** Typed Name of Authorized Representative (This person must be authorized in the attached Local Government Resolution), **b** Title, **c** Telephone Number (Including Area Code), **d** Signature of Authorized Representative (The application submitted must contain original, not copied, signatures), and the Date Signed.

TAB II

CAPACITY

Overview – Capacity Requirement for Housing Recipients

As the Councils of Government identify Subrecipients for housing it will be necessary for each local Subrecipient to establish how the capacity requirement will be addressed, eligibility of the housing activity it chooses, and to define in detail the proposed scope of work. Each of those items must be addressed to enable TDHCA to commence the preparation of the necessary contracts. In the event that one or more Subrecipients are assigned allocated housing funds in the aggregate amount of $5,000,000 or less, those local Subrecipients are urged to forms consortiums to retain local decision making and control while sharing efficiencies in the administration of the program requirements. Although capacity will be addressed at the outset and specific program fund requests will be reviewed for eligibility, the active participation in the most efficient possible program administration, drawing on the experience of consortium members who have the necessary systems in place to provide auditable records, will greatly speed distribution and utilization of these funds.

TDHCA will greatly rely on local operation of the Program and will work closely with each Subrecipient to ensure adequate program administration capacity. Remember that each contract will contain a provision that if funds are not utilized in a manner allowable by HUD after monitoring by TDHCA, the local entity will be required to repay the state for the ineligible funds that will need to be repaid to HUD.

I. Capacity Thresholds

To help prevent findings of ineligibility in delivery of services, housing funds will only be granted to eligible Subrecipients with the capacity to carry out the housing activities provided in the Application. Sufficient capacity may be obtained from third party sources who will work as an agent for the Subrecipient, by collectively demonstrating capacity through agreements, or though the staff of the Subrecipient. Applications must demonstrate to the reasonable satisfaction of TDHCA that the regionally selected grantees will have the capacity to administer program funds efficiently as a Grantee of funding from the state, for each of the elected housing programs, in a manner which complies with the Action Plan and all applicable local, state, and federal legal and regulatory requirements.

This required demonstration of capacity may be addressed in one or more of the following ways, in accordance with the evidence submitted under Verification Methodology (see Section II):

- By demonstrating the Applicant's proven capacity to administer program funds efficiently as a Grantee of funding from the state to the satisfaction of TDHCA; or,

- By the Applicant partnering with one or more other local governments or other entities with proven capacity to administer program funds efficiently as a Grantee of funding from the state; or,

- By the Applicant electing to procure an eligible subcontractor with proven capacity directly, or if available, elect to subcontract with one or more contractors procured by TDHCA for administration of housing programs.

II. Verification Methodology

Applicants must substantiate that one or more of the above criteria are met by providing supporting evidence to substantiate. Some ideas for submission are as follows:

Background/Program Experience

For internal capacity, please discuss the staff involved and similar programs performed. For capacity involving third parties, include the length of time the Applicant has been in operation, the date of incorporation, and the type of corporation. For joint agreements utilizing multiple staffs or a combination of public staff and third parties, describe the type of services provided, the agency's capabilities, the number and characteristics of clients served, and license to operate (if appropriate).

Personnel/Staff Capacity

Briefly describe the Applicant's staff, positions and qualifications that will be used to conduct the work of this application. Please detail the capacity to carry out this activity, and state whether the Applicant has a personnel policy manual with an affirmative action plan and grievance procedure.

Financial Capacity

Describe the Applicant's current operating budget, itemizing revenues and expenses. Identify commitments for ongoing funding. Describe the Applicant's fiscal management, including financial reporting, record keeping, accounting systems, payment procedures, and audit requirements. If a third party is to be used, describe the payment process for he application.

Monitoring

Describe the Applicant's monitoring process. Attach copies of all data collection tools that will be used to verify achievement of program goals and objectives. Describe who will be responsible for monitoring progress.

Audit Requirements

In accordance with the Office of Management and Budget Circular A-133, the Federal Government requires that organizations expending $500,000 or more in Federal financial assistance in a fiscal year must secure an audit. If the Applicant already conducts audits of all its funding sources, submit a copy of the most recent audit.

Insurance/Bonding/Worker's Compensation

State whether or not the Applicant has liability insurance coverage, in what amount, and with what insuring agency. State whether or not the Applicant pays all payroll taxes and worker's compensation as required by Federal and State laws. State whether or not the Applicant has fidelity bond coverage for principal staff who handle the Applicant's accounts, in what amount, and with what insuring agency.

Articles of Incorporation/Bylaws

For non-public entities, please include Articles of Incorporation recognized by the State as formally establishing a private corporation, business or agency.

Non-profit Determination

Non-profit organizations must submit tax-exemption determination letters from the Federal Internal Revenue Service and the State Franchise Tax Board.

List of the Board of Directors

For public entities, please list elected officials and key department staff that will be involved. For private entities, please provide a list of the current board of directors or other governing body. The list must include the name, telephone number, address, occupation or affiliation of each member and must identify the principal officers of the governing body.

Organizational Chart

An organizational chart must be provided that describes the agency's administrative framework and staff positions, indicates where the proposed project will fit into the organizational structure, and identifies any staff positions of shared responsibility. Discuss plans to expand staffing or procure a firm to accommodate this/these new program(s) along with general qualifications. Additionally, please provide the resume of the Chief Program Administrator and Chief Fiscal Officer.

TAB III

HOUSING PROJECT SUMMARY NARRATIVE

The Applicant must complete a Project Summary for all housing activities and/or programs proposed to be administered.

I. Project Overview

Select all activities that the Subrecipient is applying to administer (either with their own staff, project management or consulting firms, or through agreements with other entities):

- ☐ Emergency Repair
- ☐ Owner Occupied Rehabilitation, Reconstruction
- ☐ Down Payment Assistance
- ☐ Other Non-Rental Housing
- ☐ Compensation or Incentive program (if approved)
- ☐ Renter Occupied Rehabilitation
- ☐ Renter Occupied New Construction
- ☐ Other Rental Programs
- ☐ Other: _____

II. Project Summary Narrative

The Applicant must describe the proposed project. The narrative must include the following elements in relation to the region being served:

- The extent of the needed improvements for the affected area(s).
- The extent of the need by persons affected by hurricane Dolly or Ike.
- How the Applicant proposes to resolve the identified needs with the activities described in this application.
- Description of the work to be performed, including the housing activities to be undertaken, the goals and objectives of the project, and the method of approach.
- Description of how the project(s) form part of an integrated approach to housing, infrastructure, economic revitalization, and overall community recovery. Consideration of long-term planning processes is also highly encouraged.
- Description of how the Subrecipient will identify clients, the estimated number of clients to be served, and description of population in terms of age, gender, ethnicity, income level, and other defining characteristics.
- Be very specific about who will carry out the activities, the location in which they will be carried out, the period over which the activities will be carried out, the frequency with which the activities will be carried out, and the frequency with which services will be delivered.
- Describe the site where the project(s) will be implemented. How will clients get to the facility? What efforts will the Applicant and its partners make to promote the program and reach isolated individuals? Describe how the facility complies with Americans with Disabilities Act (ADA) requirements regarding accessibility.

III. Project Description and Funding Request

Activity Codes

Emergency Repair – **ER**	Renter Occupied Rehabilitation – **ROR***
Owner Occupied Rehabilitation, Reconstruction – **OCC**	Renter Occupied New Construction – **ROC**
Down Payment Assistance – **DPA**	Other Rental Programs – **OTRH** (Describe) _____
Other Non-Rental Housing – **OTNRH** (Describe)	Other– **OHN** (Describe) _____
Compensation/Incentive Program – **CMP/INC**	

Grantee/Subgrantee	**Activity**	**Funding Request**	**National Objective**	**Proposed Service Area-(list all counties and cities to be served)**
Name: _____ Ph: _____ Official: _____	Activity Code-_____ Max./Household$_____	CDBG: $_____ Other: $_____ Source: _____	☐ LMI No Bene. _____ L/M%: _____% ☐ Slum/Blight ☐ Urgent Need	☐All areas within the following counties : Or ☐ The following municipalities and/or unincorporated areas of listed counties:
Grantee/Subgrantee	**Activity**	**Funding Request**	**National Objective**	**Proposed Service Area-(list all counties and cities to be served)**
Name: _____ Ph: _____ Official: _____	Activity Code-_____ Max./Household$_____	CDBG: $_____ Other: $_____ Source: _____	☐ LMI No Bene. _____ L/M%: _____% ☐ Slum/Blight ☐ Urgent Need	☐All areas within the following counties : Or ☐ The following municipalities and/or unincorporated areas of listed counties:
Grantee/Subgrantee	**Activity**	**Funding Request**	**National Objective**	**Proposed Service Area-(list all counties and cities to be served)**
Name: _____ Ph: _____ Official: _____	Activity Code-_____ Max./Household$_____	CDBG: $_____ Other: $_____ Source: _____	☐ LMI No Bene. _____ L/M%: _____% ☐ Slum/Blight ☐ Urgent Need	☐All areas within the following counties : Or ☐ The following municipalities and/or unincorporated areas of listed counties:
Grantee/Subgrantee	**Activity**	**Funding Request**	**National Objective**	**Proposed Service Area-(list all counties and cities to be served)**
Name: _____ Ph: _____ Official: _____	Activity Code-_____ Max./Household$_____	CDBG: $_____ Other: $_____ Source: _____	☐ LMI No Bene. _____ L/M%: _____% ☐ Slum/Blight ☐ Urgent Need	☐All areas within the following counties : Or ☐ The following municipalities and/or unincorporated areas of listed counties:

TAB IV

PROJECT BUDGET

The applicant must provide a budget breakout for the entire grant award. The following form provides a sample format; however the applicant may choose to utilize another format. In all cases the budget must clearly identify the amount of funds needed to complete the activities proposed under Tab III.

All Grantees must keep financial records for the proposed project at an officially designated site that is accessible to the public. The funds must be adequately managed on a timely basis using generally accepted accounting principles.

I. Project Budget

Description of Task	Project Budget	Explanation / Calculation
Construction Costs (hard costs only)		
Project Management (including record keeping, reporting, and monitoring)		
Financial Management including setting up financial draw systems and fraud controls		
Fair Housing Activities		
Procured Services		
Environmental Reviews		
Acquisition (new Construction activities only)		
Labor Standards (if applicable)		
Inspection		
Construction Management (including bid development, advertisement, award, and construction oversight)		
Audit / Closeout Procedures		
Other		
TOTAL (Must equal amount applicant is requesting in total)		

TAB V

PROJECT SCHEDULE

The contract period for housing activities will generally be 24 months. Complete the chart below by filling in an X that indicates what months each of the following activities will be carried out within. In addition, please attach a narrative of information related to key targets and benchmarks that will allow the Grantee to achieve project completion within 2 years.

I. Project Implementation Schedule

Activity	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Procurement of Professional Services	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Environmental Review	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Plans & Specifications	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Clearance of Special Conditions	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Bid Advertisement/Contract Award	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Construction	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Interim & Final Inspections	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
General Administration	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Audit & Close-out	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐

ANTICIPATED CONTRACT START DATE

«Start_Date»_____

CONTRACT ENDING DATE

«End_Date» _____

TAB VI

NATIONAL PROGRAM OBJECTIVES, LOW-MODERATE INCOME CALCULATION, & BENEFICIARIES

Each application must demonstrate that at least 50 percent of the combined housing funds in the application are for activities producing benefit to low and moderate income persons. (Low-Moderate Income National Objective – 51% of the beneficiaries are low and moderate income persons.)

Complete the chart that follows for the total allocation for the applicant, including all housing activities.

(Additional information that is normally included in a CDBG application may be collected at the contract stage to limit the amount of information in the application.)

I. National Objective, Low-Moderate Income (LMI) Percentage, & Beneficiaries

Grantee/Subgrantee	Activity	Amount $	Low/ Mod (LMI) Bene.	Total Bene.	% LMI	National Objective: LMI, Slum/ Blight, or Urgent Need	$ under LMI National Objective	If LMI, Method Used: Area (inc. Citywide), Housing Activity, Limited Clientele, or Jobs	Bene. derived from Census	Bene. derived from Surveys	Method Used for Calculating Beneficiaries
		$			%						
		$			%						
		$			%						
		$			%						
		$			%						
		$			%						
		$			%						
		$			%						
		$			%						
		$			%						
		$			%						
		$			%						
		$			%						
		$			%						
		$			%						
Total for APPLICANT		$			%						

OFFICE OF RURAL COMMUNITY AFFAIRS
DISASTER RECOVERY PROGRAM

Texas Community Development Block Grant Program
2008 Supplemental Disaster Recovery Fund:
Hurricanes Dolly and Ike

Non-Housing Activities Application

APPLICANT NAME

Council of Government: _____

GENERAL OVERVIEW OF THIS APPLICATION

1. This application is for **non-housing** activities.

All activities must have documented proof of an impact by a major natural disaster declared in 2008. There must be a clear and compelling need related to a major natural disaster declaration, hurricane disaster relief, long-term recovery and/or restoration of infrastructure. An activity underway prior to a Presidential disaster declaration will not qualify unless the disaster impacted the project.

All eligible activities will be allowed so long as the activity is directly related to a major natural disaster declaration in 2008 through actual damage or a failure to function and is allowed under the State of Texas Plan for Disaster Recovery.

2. Applicants are encouraged to develop their community recovery projects in a manner that considers an integrated approach to housing, economic revitalization, and overall community recovery. Consideration of long-term planning processes is also highly encouraged.

3. Government buildings that are used for general conduct of government business (city, county) such as city halls and county courthouses are generally ineligible. However, in the event that a community's governmental infrastructure was damaged to such an extent that the recovery of that community is further impeded by a severe or total absence of adequate governmental facilities, then an exception to the prohibition of funding for buildings used for the general conduct of government may be requested by ORCA to HUD on a case-by-case basis.

4. For detailed information regarding Application Instructions, see the Supplemental Disaster Recovery Non-Housing Activities Application Guide.

1. TYPE OF SUBMISSION		2. DATE SUBMITTED:	APPLICANT IDENTIFIER:
Application:	Pre-application:		
☐ Construction	☐ Construction	3. DATE RECEIVED BY STATE:	STATE APPLICATION IDENTIFIER:
☐ Non-Construction	☐ Non-Construction		
		4. DATE RECEIVED BY FEDERAL AGENCY:	FEDERAL IDENTIFIER:

5. APPLICANT INFORMATION:	
Legal Name:	Organizational Unit:
Address (City, County, State, and Zip Code) of applicant:	Name/Title, Agency or Company, Address, Area Code, Telephone and Fax Numbers, and e-mail address of applicant preparer:
6. EMPLOYER IDENTIFICATION NUMBER (EIN):	6a. DUNS NUMBER:
7. TYPE OF APPLICANT:	8. TYPE OF APPLICATION: ☐ New ☐ Continuation ☐ Revision
9. NAME OF FEDERAL / STATE AGENCY: Office of Rural Community Affairs: Disaster Recovery Division	10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 14-228 Title: Texas Community Development Block Grant Program (TxCDBG)
11. PROJECT TYPE:	11a. TYPE OF APPLICATION: Disaster Relief Supplemental Fund
12. TARGET AREA(S) AFFECTED BY THE PROJECT:	13. APPLICANT'S FISCAL YEAR: Beginning Date: _____ Ending Date: _____
14. CONGRESSIONAL DISTRICTS:	Representative: _____ Senate: _____ Congress: _____

15. ESTIMATED FUNDING:		16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS
A. TxCDBG DR REQUEST:		☐ Yes the preapplication / application was made available to the State Executive Order 12372 process for review on:
B. FEDERAL:		Date:
C. STATE:		☐ No
D. APPLICANT:		☐ Program is not covered by E.O. 12372 -OR-
E. LOCAL:		☐ Program has not been selected by the State for review
F. OTHER:		
G. TOTAL:		

17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?

☐ Yes. If "Yes", attach an explanation. ☐ No

18. TO THE BEST OF MY KNOWLEDGE AND BELIEF ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE CERTIFICATIONS AND CITIZEN PARTICIPATION PLAN INCLUDED IN THE PROCEDURES SECTION OF THE TxCDBG PROGRAM APPLICATION GUIDE IF THE ASSISTANCE IS AWARDED.

a. Typed Name of the Applicant's Authorized Representative:	b. Title of the Applicant's Authorized Representative:	c. Telephone Number
d. Signature of the Applicant's Authorized Representative:		Date/Time Field

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PROJECT APPROVAL INFORMATION:

	Yes	No	N/A
1. Will the assistance requested serve or be located on a Federal Installation?	☐	☐	☐
2. Will the assistance requested have any negative impact(s) or effect(s) on the environment?	☐	☐	☐
Note: All funded applications will have to comply with Federal regulations regarding environment clearance before funds are released.			
3. Is the project in a desigated flood hazard area?	☐	☐	☐
4. Will the assistance requested cause the displacement of families, individuals, farms, or businesses?	☐	☐	☐
5. Does the applicant or service provider currently hold the Certificate of Convenience and Necessity (CCN) for the target area proposed in the application?	☐	☐	☐
6. The applicant certifies that financial records for the proposed project will be kept at an offically designated city / county site, accessible by the public, and will be adequately managed on a timely basis using generally accepted accounting principles?	☐	☐	☐
7. Has the applicant chosen to self-administer the proposed project?	☐	☐	☐
8. Has the applicant chosen to use a third-party grant administrator to administer the proposed project?	☐	☐	☐
9. Has the applicant chosen to utilize in-house engineering staff (city or county) to complete the engineering services for the proposed project?	☐	☐	☐
10. Has the applicant chosen to use a third-party engineer to perform engineering services for the proposed project?	☐	☐	☐

LONG-TERM PLANNING

Applicants are encouraged to develop their community recovery projects in a manner that considers an integrated approach to housing, infrastructure, economic revitalization, and overall community recovery. Consideration of long-term planning processes is also highly encouraged.

Provide a brief description of how the projects addressed in this application form part of an integrated approach to recovery.

DESCRIPTION OF THE NEED(S) ADDRESSED IN THIS APPLICATION & PROJECT SUMMARY

Provide a narrative regarding all aspects of the project. This description should include the cause of the **damage** (i.e. wind, wind driven rain, rising water, etc...) or **failure to function**; current condition of the facility; detailed description of the project that coincides with the information contained in both Tables 1 and 2; and the total number of households, businesses, and people that will directly benefit from each proposed activity.

All activities must have documented proof of an impact by either Hurricane Dolly or Hurricane Ike. There must be a clear and compelling need related to the disaster declaration, hurricane disaster relief, long-term recovery and/or restoration of infrastructure.

SECTION 2

ACTIVITY SPECIFIC QUESTIONS

Check all activities that are applicable.

- ☐ Water System Improvements
- ☐ Road / Street/ Bridge Improvements
- ☐ Demolition and Clearance
- ☐ Community Centers/ Shelters
- ☐ Public Services
- ☐ Buyouts
- ☐ General Conduct of Government (limited)
- ☐ Sewer / Wastewater Improvements
- ☐ Drainage Improvements
- ☐ Fire Protection Facilities
- ☐ Debris Removal
- ☐ Economic Development
- ☐ Planning (long-term recovery planning studies)
- ☐ Other Utilities

TABLE 1 - BENEFIT TO LOW AND MODERATE INCOME PERSONS

Activity	Completion Method	Ttl Benes	LMI Benes	% LMI Benes	TxCDBG Funds	*Other Funds	Total Funds
					$0.00	$0.00	$0.00
		0	0		**$0.00**	**$0.00**	**$0.00**

Note: Total beneficiaries must be summed manually by applicant when more than one activity is requested. This ensures that beneficiaries are not "double-counted" through any auto-sum calculators.

*List the source(s) of all "Other Funds" if applicable.
No match is required on the part of the applicant, nor may these funds be used as a matching requirement, share, or contribution for any other Federal program.

TABLE 2 - BUDGET JUSTIFICATION OF RETAIL COSTS

Act.	Materials/Facilities	$/Unit	Unit	Qty	Construction $	Acquisition $	Eng./Arch. $	Ttl. Act. $
		$0.00		0.00	$0.00	$0.00	$0.00	$0.00
					$0.00	**$0.00**	**$0.00**	**$0.00**

Seal

Signature of Registered Engineer/Architect Responsible For Budget Justification: **Date:** **Phone Number**

Identify and explain the annual projected operation and maintenance costs associated with the proposed activities.

Did applicant receive project scoping services/ estimate Quad Sheets from HNTB? Yes ☐ No ☐

IDENTIFY THE LOCATION OF EACH ACTIVITY (EXCLUDING ENGINEERING AND PROJECT DELIVERY ACTIVITIES)

Activity		**Project Area**
On:	**From:**	**To:**
-OR- Provide a brief description of the location of the project activity.		

SECTION 3

NATIONAL PROGRAM OBJECTIVES

☐ 1. Activities benefiting low-to-moderate income persons.

☐ 2. Prevention/ Elimination of Slums or Blight.

☐ 3. Urgent Needs

Justification of Beneficiary Identification Method:

PROJECT BENEFICIARY INFORMATION

MUST BE COMPLETED FOR EACH ACTIVITY EXCLUDING ENGINEERING AND PROJECT DELIVERY

ACTIVITY	TOTAL MALE BENEFICIARIES	TOTAL FEMALE BENEFICIARIES	TOTAL BENEFICIARIES

Race	# Non-Hispanic Beneficiaries	# Hispanic Beneficiaries	Total Beneficiaries
	0	0	0
Activity Total:			0
TOTAL			***0***

1. Was a TxCDBG Survey used to identify beneficiaries? Yes: ☐ No: ☐

2. Was 2000 Census information used to identify beneficiaries? ☐Yes ☐No

3. Provide the number of project beneficiaries identified through each of the following methods**:**

   TxCDBG Survey: _____ 2000 Census: _____ Area Benefit: _____

   Limited Clientele: _____

4. If beneficiaries were identified by using a survey as opposed to using 2000 Census information, provide a ***detailed*** explanation of the reason. A response such as "to reach the low to moderate income level" is ***not*** acceptable.

SECTION 4

APPLICANT DISCLOSURE / UPDATE REPORT

PART 1: APPLICANT / RECIPIENT INFORMATION INITIAL REPORT: ☐ UPDATE REPORT: ☐

PART 2: OTHER GOVERNMENT ASSISTANCE PROVIDED /REQUESTED? Yes: ☐ No: ☐

PART 3: INTERESTED PARTIES

ARE THERE ANY PERSONS WITH A REPORTABLE FINANCIAL INTEREST TO DISCLOSE? Yes: ☐ No: ☐

PART 4: REPORT ON EXPECTED SOURCES AND USES OF FUNDS: N/A ☐

SOURCE OF FUNDS	USE OF FUNDS

SECTION 5

ATTACHMENTS

Provide the following attachments (**if applicable**) in the order specified:

- ☐ 1. Project Map(s), including Census Maps / Documentation
- ☐ 2. Memorandum of Understanding or Interlocal Agreement
- ☐ 3. Project Impact Documentation (for Urgent Need and Removal of Slums & Blight National Objectives)
- ☐ 4. Beneficiary Documentation (Survey Forms or Census)

APPLICATION CHECKLIST

The following serves as an application checklist that each applicant must use to ensure that an application under the Disaster Recovery Fund is complete:

- ☐ Completed 424
- ☐ Project Approval Information (All questions must be answered)
- ☐ Project Summary
- ☐ Activity Specific Questions
- ☐ Table 1
- ☐ Project Beneficiary Information
- ☐ Table 2 and/or HNTB Assessments
- ☐ Locations Form
- ☐ Applicant Disclosure / Update Report Form

AI-15841 **16.A.**

Approval to apply for Texas 1033 Surplus Property Program
CC REGULAR

Date: 06/22/2009
Submitted By: Rosie Cantu, BUDGET & MANAGEMENT
Submitted For: Constable Precinct No. 1
Department: BUDGET & MANAGEMENT
Agenda Category: Constables **Purchasing only:** Constables

Information

CAPTION

Constable Pct. #1:
Approval to apply for the Texas 1033 Surplus Property Program with State of Texas for the transfer of property from the Department of Defense.

BACKGROUND

Application pending legal review.

Fiscal Impact

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

BUDGETARY IMPACT:
No funding required. rc

Attachments

Link: Application

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Rosalinda Cantu (Originator)	Rosie Cantu	06/18/2009 03:58 PM	APRV
2	Budget & Management	Veronica Lopez	06/18/2009 04:14 PM	APRV
3	Sylvia Solis	Sylvia Solis	06/18/2009 05:05 PM	APRV
4	Auditor's Office		06/18/2009 05:09 PM	NEW

Form Started By: Rosie Cantu
Started On: 06/03/2009 01:26 PM

Final Approval Date: 06/18/2009

TEXAS 1033 SURPLUS PROPERTY PROGRAM
Application Packet Instructions

To apply or reenroll in the Texas 1033 Surplus Property Program please complete the four (4) required parts of the application packet.

Note: The Chief Executive Official is the Chief of Police, County Sheriff or Constable. The Authorized Official for Police Departments is the Mayor, City Manager or City Administrator; for Counties it is the County Judge; for School Districts or Universities/Colleges it is the Superintendent or President.

1. LESO – Law Enforcement Agency Data Sheet
Complete the following fields on the LESO Data Sheet

a. Date – enter current date
b. Agency – enter agency's full name
c. Address, City, State, Zip, Email, Phone and Fax – PO Boxes are not authorized
d. Number of Sworn Officers – enter quantity of sworn officers for each sub category (F/T. P/T, Reserve)
e. Screeners & Weapons POCs – List personnel that are authorized to screen and receive surplus property
f. Inventory Check – check the appropriate block for the type of loaned property
g. State & Local Agencies – enter Chief Executive Official's Name and Rank

DO NOT ENTER ANY DATA IN THE 'FEDERAL AGENCIES' BLOCK

2. TX 1033 – Supplemental Data Sheet
Complete the following fields on the State Data Sheet

a. Date – enter current date
b. Agency – enter agency's full name
c. Phone / Alternate Phone
d. Fax
e. Website – if applicable
f. Screener's Data – enter Rank, Name and Email address for each screener (**required**)
g. Weapons Officer's Data – enter Rank, Name and Email address for weapons POC
h. Agency Chief Executive Official – enter Name, Title and Email address (**required**)
i. Authorized Official – enter Name, Title and Email address (**required**)

3. TX 1033 – Application Letter
Read and complete the following fields on the Application Letter

a. Agency – enter agency's full name
b. Agency Chief Executive Official – enter Date, Name and Title of official
c. Authorized Official – enter Date, Name and Title of official

4. TX 1033 – Release of Liability
Read and complete the following fields on the Release of Liability

a. Agency – enter agency's full name
b. City / County – enter the city and county the applicant agency resides

c. Agency Chief Executive Official – enter Date, Name and Title of official
d. Authorized Official – enter Date, Name and Title of official

Print for Signature:

The Agency Chief Executive Official is required to sign all four forms in the designated area.

The Authorized Official is required to sign the Supplemental Data Sheet, Application Letter and Release of Liability in the designated area.

Submit for Approval:

The application packet can be either emailed to your assigned State Point of Contact or faxed to the Program's office at (512) 782-5683.

State Points of Contact:

Assigned, alphabetically to agencies A thru L:
SGT Audrey M. Foushee audrey.foushee@us.army.mil

Assigned, alphabetically to agencies M thru Z:
SGT Rondy L. Kilpatrick rondy.kilpatrick@us.army.mil

TEXAS 1033 SURPLUS PROPERTY PROGRAM
APPLICATION LETTER

TO: JFTX-LES-CD/1033
ATTN: Texas 1033 Program
2200 W. 35TH Street
BLDG 41
Austin, TX 78703

AGENCY: HIDALGO COUNTY CONSTABLE DEPT. PCT. 1

SUBJECT: Request Authorization for Screening and Receiving Surplus Property

1. Our Agency request that the personnel listed on the attached Law Enforcement Agency (LEA) Data Sheet be granted authorization to screen for and receive excess federal property as defined in the Defense Authorization Act, 1997, Public Law 104-181 Section 1033, Transfer of Excess Personal Property.

2. We, the undersigned, understand and agree that failure to comply with the terms of this application is in direct conflict with the intent of this program, and failure on our agency's part to abide by the terms and conditions of the Texas 1033 Program may result in termination from the program and other sanctions including civil or criminal prosecution.

3. We understand and agree that we are responsible for all transportation costs incident to the redistribution or collection of any transferred property. Transferred property must be removed from the Defense Reutilization and Marketing Offices (DRMO) within fourteen (14) days or sooner if so directed by the DRMO. Failure to claim and remove property may result in the redistribution of the property to another agency.

4. We understand and agree that this property is transferred from the Department of Defense (DoD). Transferred property must have a direct application to the LEA's street law enforcement, arrest and apprehension mission. Transferred property may not be disposed of, bartered or transferred without prior notification, written authorization and instructions from the Texas 1033 Program, including instances in which property is no longer serviceable for law enforcement use.

5. We understand and acknowledge that at no time can transferred aircraft or weapons be sold. Additionally, assigned aircraft or weapons can not be disposed of, bartered or transferred without written consent from the Texas 1033 Program. Failure to comply will result in eternal termination from the program and possible civil or criminal prosecution.

6. We have read and understand, in its entirety, the Texas Military Surplus Property and Procurement Program booklet. We understand and agree to comply with the terms and conditions of the Texas 1033 Program and have signed the Release of Liability Statement.

7. We understand that the Federal Freedom of Information Act and the Texas Open Records Act apply to all property received under the Texas 1033 Program.

8. We understand and agree that our authorization to screen and receive property expires one year from the Law Enforcement Support Office (LESO) authorization letter date. We also understand that it is our responsibility to submit a new Texas 1033 Program application packet each year prior to the one year anniversary of our Authorization Letter and/or when there are administration changes and a new LEA Data Sheet when there are any personnel changes. Failure to comply may result in suspension from the program and possible termination.

9. We understand that the inventory form (TX 1033 Form A6) will be completed and maintained for all transferred property. Additionally, we acknowledge that the inventory form must be submitted annually with the application packet to maintain compliance with program policies. Failure to comply may result in suspension of the program and possible termination.

10. We understand that if a vehicle is obtained through the Texas 1033 Program, the LEA will forward photocopies of both (1) the United States Government Certificate to Obtain Title to a Vehicle (SF 97); and (2) the Texas Certificate of Title (Form 30-C) to the Texas 1033 Program Office within thirty (30) days of receipt.

AGENCY CHIEF EXECUTIVE OFFICIAL[1]

Signature

05-15-09
Date

CONSTABLE CELESTINO AVILA
Name / Title

AUTHORIZED OFFICIAL[2]:

Signature

Date

J.D. SALINAS COUNTY JUDGE
Name / Title

[1] Agency Chief Executive Official – Chief of Police or County Sheriff.

[2] Authorized Official – County Judge, Mayor, or City Manager/Administrator, University/College President or Director.

TEXAS 1033 SURPLUS PROPERTY PROGRAM
APPLICATION LETTER

TO: JFTX-CD
Texas 1033/1122 Program
2200 W. 35TH Street
BLDG 41
Austin, TX 78703

SUBJECT: Request Authorization for Screening and Receiving

1. Our Agency request that the personnel listed on the attached Law Enforcement Agency (LEA) Data Sheet be granted authorization to screen for and receive excess federal property as defined in the Defense Authorization Act, 1997, Public Law 104-181 Section 1033, Transfer of Excess Personal Property.

2. We, the undersigned, understand and agree that failure to comply with the terms of this application is in direct conflict with the intent of this program, and failure on our agency's part to abide by the terms and conditions of the Texas 1033 Program may result in termination from the program and other sanctions including civil or criminal prosecution.

3. We understand and agree that we are responsible for all transportation costs incident to the redistribution or collection of any transferred property. Transferred property must be removed from the Defense Reutilization and Marketing Offices (DRMO) within fourteen (14) days or sooner if so directed by the DRMO. Failure to claim and remove property will result in the redistribution of the property to another agency.

4. We understand and agree that this property is transferred from the Department of Defense (DoD). Transferred property must have a direct application to the LEA's street law enforcement, arrest and apprehension mission. Transferred property may not be disposed of, bartered or transferred without prior notification, written authorization and instructions from the Texas 1033 Program Office, including instances in which property is no longer serviceable for law enforcement use.

5. We understand and acknowledge that at no time can transferred aircraft or weapons be sold. Failure to comply will result in eternal termination from the program and civil or criminal prosecution.

6. We have read and understand, in its entirety, the Texas Military Surplus Property and Procurement Program booklet. We understand and agree to comply with the terms and conditions of the Texas 1033 Program and have signed the Release of Liability Statement.

7. We understand that the Federal Freedom of Information Act and the Texas Open Records Act apply to all property received under the Texas 1033 Program.

8. We understand and agree that our authorization to screen and receive property expires one year from the Law Enforcement Support Office (LESO) authorization letter date. We also understand that it is our responsibility to submit a new Texas 1033 Program application packet in January of each year and a new LEA Data Sheet when there are any changes. Failure to comply will result in suspension of the program.

9. We understand that the inventory form (1033 Form A6) will be completed and maintained for all transferred property. Additionally, we acknowledge that the inventory form must be submitted twice a year (January and June) to maintain compliance with program policies. Failure to comply will result in suspension of the program.

10. We understand that if a vehicle is obtained through the Texas 1033 Program, the LEA will forward photocopies of both (1) the United States Government Certificate to Obtain Title to a Vehicle (SF 97); and (2) the Texas Certificate of Title (Form 30-C) to the Texas 1033 Program Office within thirty (30) days of receipt.

LEA CHIEF EXECUTIVE'S SIGNATURE _____ DATE _____

Celestino Avila Jr. Constable
LEA CHIEF EXECUTIVE'S TYPED NAME & TITLE

AUTHORIZED OFFICIAL'S SIGNATURE * _____ DATE _____

J.D Salinas County Judge
AUTHORIZED OFFICIAL'S TYPED NAME & TITLE

*AUTHORIZED OFFICIAL – County Judge, Mayor, or City Manager/Administrator, University/College President or Director.

LAW ENFORCEMENT AGENCY DATA SHEET

Date: _____

Agency: Hidalgo County Constables Department Pct 1

Address: 1902 Joe Stephens Suite #303

City: Weslaco **State:** Tx **Zip Code:** 78596

Phone: (956) 447-3775 **Fax:** (956) 447-8614

Website (if applicable): _____

Number of Full-Time, Compensated, Sworn Officers: 10

Number of Full-Time Sworn Narcotics Officers: 2

Number of Full-Time Sworn Tactical Officers: _____

Number of Full-Time Sworn Diving Officers: 0

Screener #1[1]: Chief Deputy Blanca Sanchez blanca.sanchez@co.hidalgo.tx.u
RANK NAME E-MAIL ADDRESS

Screener #2[1]: Deputy Joe F. Espinoza espinosajoe@hotmail.com
RANK NAME E-MAIL ADDRESS

Weapons Officer[1]: Lt. Martin Blanco mblancogulf8@yahoo.com
RANK NAME E-MAIL ADDRESS

	AGENCY CHIEF EXECUTIVE OFFICIAL	AUTHORIZED OFFICIAL[2]
Signature:	_____	_____
Name:	Celestino Avila Jr.	J.D. Salinas
Title:	Constable	County Judge
E-Mail:	_____	_____

STATE COORDINATOR APPROVAL

_____

RUSSELL W. MALESKY, COL, TXANG
Commander, Texas Counterdrug Program
Texas 1033 Program

[1]MUST BE A SWORN OFFICER.
[2]THIS INDIVIDUAL IS THE OFFICIAL AUTHORIZED TO APPLY FOR, ACCEPT, DECLINE, OR CANCEL PARTICIPATION OF THE APPLICANT AGENCY IN THE TEXAS 1033/1122 PROGRAM. THIS PERSON MAY BE A COUNTY JUDGE, MAYOR, CITY MANAGER/ADMINISTRATOR OR COLLEGE/UNIVERSITY PRESIDENT/DIRECTOR.

TEXAS 1033 SURPLUS PROPERTY PROGRAM
RELEASE OF LIABILITY

AGENCY: Hidalgo Co. Const Pct 1 , Weslaco/Hidalgo , Texas
City / County

The Texas Law Enforcement Agency (LEA) designated above acknowledges receipt of excess property from the Department of Defense pursuant to Section 1033 of the National Defense Authorization Act for Federal Fiscal Year 1997 (the "Act"). Such excess property transferred pursuant to the Act may include small arms and ammunition (hereinafter referred collectively as the "Transferred Property").

The LEA acknowledges that the Transferred Property is considered excess to the needs of the Department of Defense and that the Transferred Property may be in any condition from new to unserviceable. The LEA acknowledges that there may be hazards associated with the use of the Transferred Property, which could cause damage to property and serious injury or death. The term "use" with respect to the Transferred Property is acknowledged to include, but is not limited to, active deployment, passive transportation, and mere possession. The LEA agrees to provide appropriate or adequate training to any person who may use the property. The LEA agrees that it IS NOT the responsibility of the Department of Defense, the Office of the Governor's Criminal Justice Division ("CJD") or the State of Texas to provide appropriate or adequate training to any person using the Transferred Property.

Neither the Criminal Justice Division (CJD) nor the State of Texas assumes any liability for damages or injuries to any person or property arising from the use the Transferred Property. By signing this agreement, the LEA agrees to be solely responsible for any and all suits, actions, demands or claims of any nature arising from the use of the Transferred Property. The LEA agrees to maintain, at its expense, adequate liability and property damage insurance and workman's compensation insurance to cover any such claims.

The LEA accepts Transferred Property "as is" with no warranty of any kind. Neither CJD nor the State of Texas makes any claims or warranties, expressed or implied, concerning the Transferred Property, including but not limited to warranty of fitness for a particular purpose.

The LEA acknowledges that any item of the Transferred Property meeting the definition of "machine Gun" found in 26 U.S. C. 584(b)* must be registered with the Bureau of Alcohol, Tobacco, and Firearms (ATF) with an ATF Form-10 (Application for Registration of Firearm Acquired by Certain Governmental Entities). Upon receipt of a properly executed Form-10, ATF will accept the registration of the machine gun and notify the LEA. Any machine gun registered in this manner is restricted for law enforcement use only. The LEA agrees to provide CJD a copy of an approved Form-10 for each machine gun that is part of any Transferred Property received. The LEA must

execute a separate transfer agreement with the United States Army, through the 1033 Program, for any small arms/weapons.

The LEA acknowledges that it is solely responsible for any and all costs associated with the transferred Property, including but not limited to, packing, crating, handling, transportation, repossession, and disposal.

The LEA acknowledges that Transferred Property may be disposed of only with the express approval of the 1033 Program and in accordance with local, state, federal laws, and the regulations and guidelines of the 1033 Program. The LEA specifically acknowledges that the preceding rule includes, but is not limited to the transfer, destruction or abandonment of any Transferred Property constituting small arms/weapons and weapons parts.

Subject to the conditions set forth herein, title to the Transferred Property is assumed by the LEA upon written acceptance hereof from the LEA.

The Chief Law Enforcement Executive and the Authorized Official signing below certify that he or she has the authority to legally bind the LEA.

LEA Chief Executive's Signature _____ Date _____

Celestino Avila Jr. Constable
LEA Chief Executive's Typed Name & Title

Authorized Official's Signature ** _____ Date _____

J.D Salinas County Judge
Authorized Official's Typed Name & Title

* 28 U.S.C.548(b) – The term 'machine gun' means any weapon which shoots, is designed to shoot, or can be readily restored to shoot, automatically more than one shot, without manual reloading , by a single function of the trigger. The term shall also include the frame or receiver of any such weapon, any part designed and intended solely and exclusively, or combination of parts from which a machine gun can be assembled if such parts are in the possession or under the control of a person.

** Authorized Official – County Judge, Mayor, or City Manager/Administrator, University/College President or Director

AI-16013 **17.A.**

Hidalgo County Commuter Rail District

CC REGULAR

Date:	06/22/2009
Submitted By:	Erika Reyna, COUNTY JUDGE
Department:	COUNTY JUDGE
Agenda Category:	County Judge's Office

Information

CAPTION

Presentation by the Hidalgo County Commuter Rail District Board of Directors.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/16/2009 08:15 AM	APRV
2	Roland Garcia	Rolando Garcia	06/17/2009 01:21 PM	APRV
3	Auditor's Office		06/18/2009 05:09 PM	NEW

Form Started By: Erika Reyna — Started On: 06/15/2009 03:18 PM

Final Approval Date: 06/18/2009

AI-16053 **17.B.**

RMA Presentation

CC REGULAR

Date:	06/22/2009
Submitted By:	Erika Reyna, COUNTY JUDGE
Department:	COUNTY JUDGE
Agenda Category:	County Judge's Office

Information

CAPTION

Presentation, discussion, and possible action on the Hidalgo County Regional Mobility Authority Report.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/17/2009 10:21 AM	APRV
2	Roland Garcia	Rolando Garcia	06/17/2009 02:47 PM	APRV
3	Auditor's Office		06/18/2009 05:09 PM	NEW

Form Started By: Erika Reyna — Started On: 06/17/2009 08:35 AM

Final Approval Date: 06/18/2009

AI-16079 **18.A.**

Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2009 Local Solicitation

CC REGULAR

Date:	06/22/2009
Submitted By:	Rosie Hinojosa, SHERIFF DEPT.
Submitted For:	Captain Rodolfo Espinoza
Department:	SHERIFF DEPT.
Agenda Category:	Sheriff's Office

Information

CAPTION

Approval to apply for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2009 Local Solicitation Grant with the U.S. Department of Justice, Office of Justice Programs.

BACKGROUND

The Hidalgo County Sheriff's Office will be applying for $126,358.00 by electronic filing thru the GMS System to be used to enhance the Narcotic Enforement to pay overtime.

No local match is required.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No local match.

Attachments

Link: Edward Byrne

Form Routing/Status

Form Started By: Rosie Hinojosa — Started On: 06/17/2009 02:08 PM

Final Approval Date: 06/18/2009

U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

The U.S. Department of Justice, Office of Justice Programs' Bureau of Justice Assistance is pleased to announce that it is seeking applications for funding under the Edward Byrne Memorial Justice Assistance Grant (JAG) Program. This program furthers the Department's mission by assisting state, local, and tribal efforts to prevent or reduce crime and violence.

Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2009 Local Solicitation

Eligibility

Applicants are limited to units of local government appearing on the FY 2009 JAG Allocations List. To view this list, go to www.ojp.usdoj.gov/BJA/grant/09jagallocations.html.
(See "Eligibility," page 1)

Deadline

Registration with OJP's Grants Management System is required prior to application submission. All applications are due by 8:00 p.m. e.t. on July 9, 2009.
(See "Deadline: Applications," page1)

Contact Information

For assistance with the requirements of this solicitation, contact your State Policy Advisor: www.ojp.usdoj.gov/BJA/resource/ProgramsOffice.pdf.

This application must be submitted through OJP's Grants Management System (GMS). For technical assistance with submitting the application, call the Grants Management System Support Hotline at 1–888–549–9901, option 3. The GMS Help Desk hours of operation are Monday-Friday from 7:00 a.m. to 9:00 p.m. e.t.

Release date: May 22, 2009

Edward Byrne Memorial
Justice Assistance Grant Program
CFDA #16.738

Overview of the JAG Program

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program (42 U.S.C. 3751(a)) is the primary provider of federal criminal justice funding to state and local jurisdictions. JAG funds support all components of the criminal justice system, from multijurisdictional drug and gang task forces to crime prevention and domestic violence programs, courts, corrections, treatment, and justice information sharing initiatives. JAG funded projects may address crime through the provision of services directly to individuals and/or communities and by improving the effectiveness and efficiency of criminal justice systems, processes, and procedures.

Deadline: Registration

Applicants must register with the Office of Justice Programs' (OJP) Grants Management System (GMS) prior to applying.

Deadline: Applications

The due date for applying for funding under this announcement is 8:00 p.m. e.t. on July 9, 2009.

Eligibility

Applicants are limited to units of local government appearing on the FY 2009 JAG Allocations List. To view this list, go to www.ojp.usdoj.gov/BJA/grant/09jagallocations.html. For JAG program purposes, a unit of local government is: a town, township, village, parish, city, county, borough, or other general purpose political subdivision of a state; or, it may also be a federally recognized Indian tribe or Alaskan Native organization that performs law enforcement functions as determined by the Secretary of the Interior. Otherwise a unit of local government may be any law enforcement district or judicial enforcement district established under state law with authority to independently establish a budget and impose taxes. In Louisiana, a unit of local government means the office of a district attorney or a parish sheriff. In the District of Columbia or any United States Trust Territory, a unit of local government is any agency of the District of Columbia or Federal government performing law enforcement functions for the District of Columbia or Trust Territories of the United States. For a listing of eligible units of local government, go to www.ojp.usdoj.gov/BJA/grant/09jagallocations.html.

JAG Program—Specific Information

All awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law.

Established to streamline justice funding and grant administration, the JAG Program allows states, tribes, and local governments to support a broad range of activities to prevent and control crime based on their own local needs and conditions. JAG blends the previous Byrne

Fiscal y ramagon - decides

State	Jurisdiction Name	Government Type	**Eligible Individual Allocation	Total Eligible Joint Allocation for Disparates
TX	HARRISON COUNTY	County	$13,534	
TX	HENDERSON CITY	Municipal	$14,365	
TX	HENDERSON COUNTY	County	$28,612	
TX	HIDALGO COUNTY	County	$126,358	
TX	HUMBLE CITY	Municipal	$14,167	
TX	JACKSONVILLE CITY	Municipal	$10,645	
TX	JIM WELLS COUNTY	County	$20,895	
TX	JOHNSON COUNTY	County	$21,884	
TX	KATY CITY	Municipal	$11,437	
TX	KAUFMAN COUNTY	County	$23,032	
TX	LIBERTY COUNTY	County	$17,254	
TX	LUFKIN CITY	Municipal	$24,021	
TX	MARSHALL CITY	Municipal	$18,164	
TX	MAVERICK COUNTY	County	$16,383	
TX	MCALLEN CITY	Municipal	$46,538	
TX	MISSOURI CITY	Municipal	$18,837	
TX	MONTGOMERY COUNTY	County	$101,822	
TX	NACOGDOCHES CITY	Municipal	$12,268	
TX	NACOGDOCHES COUNTY	County	$12,426	
TX	NEW BRAUNFELS CITY	Municipal	$16,304	
TX	ORANGE CITY	Municipal	$24,100	
TX	ORANGE COUNTY	County	$16,304	
TX	PASADENA CITY	Municipal	$74,675	
TX	PEARLAND CITY	Municipal	$12,861	
TX	PHARR CITY	Municipal	$25,208	
TX	ROSENBERG CITY	Municipal	$11,753	
TX	ROUND ROCK CITY	Municipal	$13,336	
TX	RUSK COUNTY	County	$11,674	
TX	SAN JUAN CITY	Municipal	$14,009	
TX	SOUTH HOUSTON CITY	Municipal	$13,495	
TX	STAFFORD CITY	Municipal	$11,278	
TX	SUGAR LAND CITY	Municipal	$12,584	
TX	TERRELL CITY	Municipal	$18,837	
TX	VAN ZANDT COUNTY	County	$10,368	
TX	WAXAHACHIE CITY	Municipal	$13,257	
TX	WESLACO CITY	Municipal	$17,135	
TX	WILLIAMSON COUNTY	County	$20,776	
TX	WISE COUNTY	County	$16,344	
TX	WOOD COUNTY	County	$14,880	
	Local total		**$12,823,955**	
	State award		**$23,066,845**	
	Grand total for Texas		**$35,890,800**	

AI-16082 **18.B.**

2009 Cops Technology Program Grant

CC REGULAR

Date:	06/22/2009
Submitted By:	Rosie Hinojosa, SHERIFF DEPT.
Submitted For:	Captain Rodolfo Espinoza
Department:	SHERIFF DEPT.
Agenda Category:	Sheriff's Office

Information

CAPTION

Approval to apply for the 2009 COPS Technology Program Grant with the U.S. Department of Justice, COPS Office.

BACKGROUND

The Hidalgo County Sheriff's Office will be applying for $75,000.00 in grant funding by electronic filing thru the GMS System to be used for technology equipment (computers).

No local match is required.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No local match is required.

Attachments

Link: 2009 COPS Technology Program

Form Routing/Status

Form Started By: Rosie Hinojosa Started On: 06/17/2009 02:42 PM

Final Approval Date: 06/18/2009

This is the first time we receive this,

From: Sheriff Guadalupe Trevino [mailto:sheriff.trevino@hidalgoso.org]
Sent: Thursday, June 11, 2009 9:49 AM
To: 'Rodolfo Espinoza'
Subject: FW: BIF: 1366

What is this and if you know about it are you up to date, this is their 2nd request. Does this belong to Richard?

LT

From: Reid, Raymond [mailto:Raymond.Reid@usdoj.gov]
Sent: Thursday, June 11, 2009 8:52 AM
To: Rosa Salazar
Cc: Sheriff.trevino@hidalgoso.org
Subject: RE: BIF: 1366

This is a second request.

From: Reid, Raymond
Sent: Thursday, May 28, 2009 11:08 AM
To: 'sherifftrevino@hidalgoco.org'
Subject: BIF: 1366

For Technology Grantees: 1366

Subject: 2009 COPS Technology Program Grant Notification

To Lupe Trevino:

Congratulations on your 2009 COPS Technology Program (Tech) grant for the estimated amount of $75,000. Attached to this e-mail is the Background Information Form (BIF), as referenced in our earlier conversation. The BIF is in an editable Adobe version that you may type in and save directly to your hard drive, thumb drive, or any other storage device. In order to begin the application process **the BIF must first be completed and e-mailed or faxed to me within three (3) business days upon your receipt of this message.** Failure to complete the BIF by the deadline will cause a delay in your agency's ability to access your awarded funds.

Please see the Helpful Hints section below for assistance in completing this form.

Helpful Hints:

- Please do not enter any information in the three boxes in the upper right-hand corner of the BIF next to "Technology Program." This field will be automatically entered by the COPS Office.
- The "Law Enforcement Executive/Program Official" and "Government Executive/Financial Official" cannot be the same person.
- All fields for the "Law Enforcement Executive/Program Official" and "Government Executive/Financial Official" are required. Failure to complete any field may cause a

delay in your agency receiving the grant application and also may lead to a delay in your agency receiving grant funds.

- The "Law Enforcement Executive/Program Official" and "Government Executive/Financial Official" must have the ultimate signatory authority to sign contracts on behalf of the entity identified as the "Legal Name" located in the "Organization Information" section of the BIF.
- Under the "Organization Information" section, if you do not know your ORI Number, please leave it blank. This field may be entered by the COPS Office during the review process.

As a reminder, it is highly recommended that you save your completed BIF before submitting it, and retain it as part of your local records for this award. If you anticipate any difficulties in completing this form within the specified timeframe or have questions, please contact me at (202) 305-6085 as soon as possible. **Please acknowledge receipt of this email.**

Ray Reid
(202) 305-0865

From: Rosa Salazar [mailto:rosa.salazar@hidalgoso.org]
Sent: Wednesday, June 10, 2009 3:16 PM
To: Reid, Raymond
Subject:

Sheriff.trevino@hidalgoso.org

AI-16060 **19.A.**

Planning Department

CC REGULAR

Date:	06/22/2009
Submitted By:	Nora Cavazos, PLANNING DEPT.
Submitted For:	Raul Sesin
Department:	PLANNING DEPT.
Agenda Category:	Planning Department

Information

CAPTION

1. Final Approval of Subdivision Plat with Financial Guarantee
   San Jacinto Estates No. 5 Subdivision – Pct. 1 (Jacinto Garza)

2. Reimbursement of a Cash Deposit
   Los Compadres Subdivision – Pct. 1(Julio Cardona)

BACKGROUND

Fiscal Impact

Attachments

Link: San Jacinto Estates Ph. 5 - Final

Link: San Jacinto Estates 5;Plat

Link: Los Compadres - Reimbursement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/17/2009 11:04 AM	APRV
2	Dale Kennan	Dale Kennan	06/18/2009 03:43 PM	APRV
3	Auditor's Office		06/18/2009 05:09 PM	NEW
Form Started By: Nora Cavazos			Started On: 06/17/2009 10:39 AM	
Final Approval Date: 06/18/2009				

PLANNING DEPARTMENT
County Of Hidalgo

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

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

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

DATE: June 17, 2009

RE: **San Jacinto Estates No. 5 Subdivision– Pct. 1**
Final Approval with Financial Guarantee

San Jacinto Estates 5 is a sixty one (61) lot subdivision located on the North side of Mile 13 ½ North Road approximately ½ mile East of Mile 4 West Road.

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

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on August 18, 2008. The proposed subdivision lies within a Zone "X" as per FEMA's FIRM.

The proposed subdivision plat will dedicate forty (40) feet on Mile 13 ½ North Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

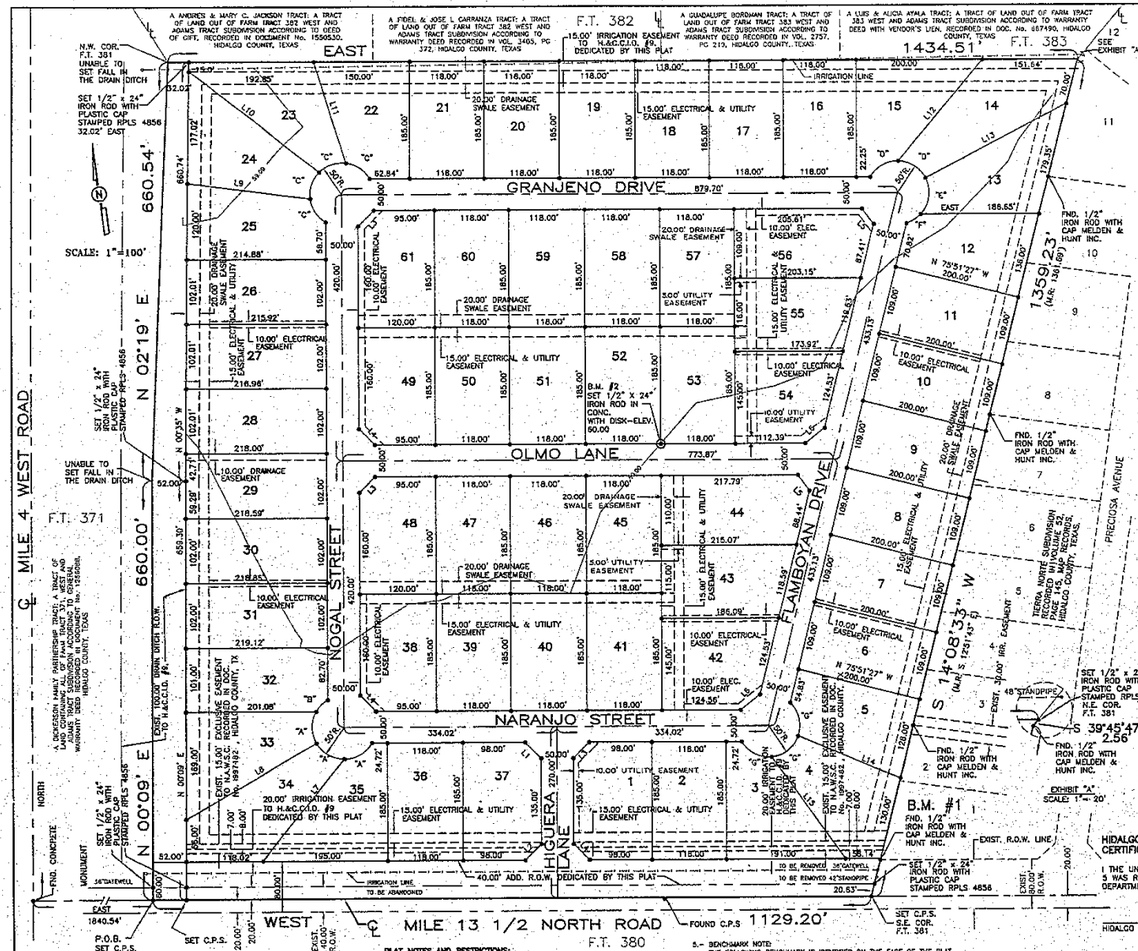
Sanitary Sewer Services will be provided by OSSF. Soil Analysis were conducted by Jose A. Gonzalez and approved by the Hidalgo County Environmental Health Department.

Water Services will be provided by North Alamo Water Supply Corporation. There is an existing eight (8) inch waterline on the North side of Mile 13 ½ North Road.

The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code.

The Subdivision received Preliminary Approval from the Hidalgo County Commissioner's Court on November 13, 2007. The Subdivider is requesting Final Approval with Financial Guarantee. A Letter of Credit in the amount of $67,100.00 was submitted to the Planning Department and addressed to the County Judge and County Commissioner's Court. The Letter of Credit will be used to secure the funds for the installation of all septic tank systems.

The Hidalgo County Advisory Board convened and recommended **Final Approval with Financial Guarantee** on **June 16, 2009.**


A ANDRES & MARY C. JACKSON TRACT: A TRACT OF LAND OUT OF FARM TRACT 382 WEST AND ADAMS TRACT SUBDIVISION ACCORDING TO DEED OF GIFT, RECORDED IN DOCUMENT No. 1506530, HIDALGO COUNTY, TEXAS
A FIDEL & JOSE L CARRANZA TRACT: A TRACT OF LAND OUT OF FARM TRACT 382 WEST AND ADAMS TRACT SUBDIVISION ACCORDING TO WARRANTY DEED RECORDED IN VOL. 3465, PG 272, HIDALGO COUNTY, TEXAS
A GUADALUPE BORDMAN TRACT: A TRACT OF LAND OUT OF FARM TRACT 383 WEST AND ADAMS TRACT SUBDIVISION ACCORDING TO WARRANTY DEED RECORDED IN VOL. 2757, PG 219, HIDALGO COUNTY, TEXAS
A LUIS & ALICIA AYALA TRACT: A TRACT OF LAND OUT OF FARM TRACT 383 WEST AND ADAMS TRACT SUBDIVISION ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN, RECORDED IN DOC. No. 687490, HIDALGO COUNTY, TEXAS
F.T. 382
F.T. 383
F.T. 371
N.W. COR. F.T. 381
UNABLE TO SET FALL IN THE DRAIN DITCH
SET 1/2" x 24" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856 32.02' EAST
SCALE: 1"=100'
EAST
WEST
NORTH
GRANJENO DRIVE
OLMO LANE
NOGAL STREET
FLAMBOYAN DRIVE
NARANJO STREET
HIGUERA LANE
PRECIOSA AVENUE
TERRA NORTE SUBDIVISION RECORDED IN VOLUME 54, PAGE 140, HIDALGO COUNTY, TEXAS.
1434.51'
1359.23' (M.&B. 1361.60')
N 75°51'27" W 200.00'
S 14°08'33" W 1129.20'
S 39°45'47" W 2.56'
N 02°19' E 660.54'
N 00°09' E 660.54'
N 00°35' W 660.00'
S 14°08'33" W 660.00'
1129.20'
1840.54'
1.434.51' (M.&B. 1361.60')
879.70'
773.87'
1112.39'
1134.15'
1134.13'
1134.14'
1134.16'
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1134.54'
1134.55'

Raul E. Sesin, P.E.
Planning Administrator

PLANNING DEPARTMENT

County Of Hidalgo

TO: JUDGE JUAN D. SALINAS, III
COUNTY COMMISSIONER'S COURT

FROM: RAUL E. SESIN, P.E., PLANNING ADMINISTRATOR

DATE: JUNE 10, 2009

RE: LOS COMPADRES SUBDIVISION – PCT. 1

ON FEBRUARY 24, 2009, THE COUNTY COMMISSIONERS COURT GRANTED FINAL APPROVAL WITH FINANCIAL GUARANTEE FOR THE ABOVE REFERENCED SUBDIVISION. A CASH DEPOSIT IN THE AMOUNT OF $2,940.00 WAS USED TO SECURE THE FUNDS FOR THE CONSTRUCTION OF A DRAINAGE SWALE.

THE DEVELOPER IS REQUESTING REIMBURSEMENT OF THE AMOUNT OF $2,940.00 CASH DEPOSIT USED FOR THE CONSTRUCTION OF THE DRAINAGE SWALE. ATTACHED IS AN ON-SITE INSPECTION REPORT STATING THAT THE DRAINAGE SWALE HAS BEEN CONSTRUCTED AS DESIGNED BY THE PROJECT ENGINEER.

STAFF RECOMMENDS APPROVAL FOR REIMBURSEMENT OF THE CASH DEPOSIT IN THE AMOUNT OF $2,940.00 FOR THE AFOREMENTIONED IMPROVEMENTS.

PLANNING DEPARTMENT

County Of Hidalgo

Raul E. Sesin, P.E.
Planning Administrator

HIDALGO COUNTY PLANNING DEPARTMENT

Date 1/21 20 09

Received of: Julio C Cardona $ 2998.80

Two thousand nine hundred ninety eight 80/100 Dollars

Subdivision: Los Compadres Subd.

Cash Ø Check # 1108 M.O. # Ø

Received by: Yolanda Castillo

Precinct No. 2
RECEIPT
Nº 59898 -2

THE STATE OF TEXAS
COUNTY OF HIDALGO

○ UTILITY CERTIFICATE REVIEW FEE	
Acct # - 1100-341-30-210-003-0-000	
Permit No.	
TOTAL	

○ SUBDIVISION FEES	
Acct # - 1100-341-30-210-001-0-000	
Filing/Review Fee	
2% Inspection Fee	~~2998.80~~
Maps	
Subd. Rules Book	
Other	
TOTAL	$ 58.80

○ ESCROW	
Acct # - 1100-211-00-000-018-0-000	
1/3 Paving	
Septic Tank -	
Other - Drainage Swales	2940.00
TOTAL	$ 2940.00

White - Customer Copy • Yellow - Auditor's Copy • Pink - Office Copy

COUNTY AUDITOR'S FORM RE-PD-0001

JULIO C. CARDONA
ISIDRO GINEZ
956-783-4365
P.O. BOX 1689
DONNA, TX 78537-1689

10-05

1108

Date 1-19-09

35-2/1130 TX
5193

Pay to the Order of Hidalgo County Planning Dept. $ 2998.80

Two thousand Ninehundred Ninety-eight & 80/100 Dollars

Bank of America

Bank of America Advantage®

ACH R/T 111000025

For Drainage Swells & Berms Julio C Card

⑈111300023⑈ 00586199656 5⑈ 1108

PLANNING DEPARTMENT
County Of Hidalgo

Raul E. Sesin, P.E.
Planning Administrator

Raul E. Sesin, P.E.
Planning Administrator

PLANNING DEPARTMENT
County Of Hidalgo

Los Compadres
SUBDIVISION ONSITE INPECTION
Date of inspection June 9, 2009

SUBDIVISION LOCATION DESCRIPTION:

On the east side of FM 88 approximate ¼ mile south of Mile 19 North Road.

WATER IMPROVEMENTS

☒ APPROVED	Water services have been installed
☐ FAIL	Metter boxes have been installed, (NAWSC)

OSSF IMPROVEMENTS

☐ APPROVED	Developer has provided an escrow to installed 2 septic tanks
☐ FAIL	

PAVING IMPROVEMENTS

☐ APPROVED	N/A
☐ FAIL	

DRAINAGE IMPROVEMENTS

☒ APPROVED	Drainage swales have been constructed as design by project engineer.
☐ FAIL	

OTHER IMPROVEMENTS

☐ APPROVED	
☐ FAIL	

X _____

Jose R. Tovar
Engineering Tech II

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

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

AI-16086 **20.A.**

Approval of Paymemt - Moorefield and 5 Mile Line Drainage Project

CC REGULAR

Date:	06/22/2009
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 # 1 Moorefield and 5 Mile Line Drainage Project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1339-431-00-123-069-0-711

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

BUDGETARY IMPACT:

Funding available as of 6/18/09 (Unposted payment).

Attachments

Link: L. Garcia

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/17/2009 04:24 PM	APRV
2	Dale Kennan	Dale Kennan	06/18/2009 02:52 PM	APRV
3	Auditor's Office		06/18/2009 05:09 PM	NEW
Form Started By: Sandra Garcia			Started On: 06/17/2009 04:08 PM	
Final Approval Date: 06/18/2009				

HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

JOSE N. PEÑA
Director

MEMO

TO: Commissioner's Court

FROM: Jaime Salinas,
Hidalgo County Right of Way Department

TE: June 8, 2009

RE: Moorefield Rd. and 5 Mile Line Drainage Project

Attached please find letter provide by property owner for above-mentioned project.

Appraised Value:	$ 6,699.00
Settlement Request:	$ 10,000.00
Difference to Landowner	$ 3,301.00

Commissioners Court Executive Session June 8, 2009

Approved; _____

Not Approved; _____

509 E. Earling Rd. ★ San Juan, Texas 78589 ★ (956) 283-8134 ★ Fax (956) 283-8402

D & G ENERGY CORP.

6470 W. MOOREFIELD RD

MISSION, TX 78574

PHONE (956) 581-6137

FAX (956) 584-3173

E-MAIL dgenergycorp@att.net

MR, Salinas

After looking at the numbers you gave us for the land, the county is proposing the drain to get in we would like to settle on $10,000 and only one extra drain box and your assistance in our driveway, We had talked about, let me know if the county wish's to go forward with this.

Thank you

Leandro Garcia

PROFESSIONAL APPRAISAL SERVICES, INC.

REAL ESTATE APPRAISERS - CONSULTANTS - ANALYSTS
P.O. BOX 3722
McAllen, TEXAS 78502
TELEPHONE (956) 687-9535
FAX (956) 687-9539

JOHN H. MALCOM, JR, MAI, CCIM, SR/WA
APPRAISAL INSTITUTE, CIREI, SR/WA

May 26, 2009

Hidalgo County Precinct #3
724 North Breyfogle Road
Mission, Texas 78574

RE: Moorefield Rd., 5 Mi. Drainage Project in the Alton area, Hidalgo County, Texas.
Leandro Garcia - Parcel #1.

Dear Sirs:

In accordance with your request, we are pleased to present our appraisal report of the above referenced properties.

We have personally inspected the property and have made a careful and detailed study of all factors pertinent to the estimate of value. The value reported in this appraisal is developed subject to the general and special underlying assumptions and limiting conditions as specified in the body of the appraisal. The appraisal assignment was not awarded based on a requested minimum valuation, a specific valuation, or the approval of a loan. The accompanying report is a summary appraisal report and a complete appraisal prepared under the 2008 Uniform Standards of Professional Appraisal Practice. The date of the current appraisal is May 7, 2009 which is the date of inspection. The property is appraised based on the extraordinary assumption that the caliche truck parking pad will be relocated at no expense to Mr. Garcia.

SIX THOUSAND SIX HUNDRED NINETY NINE DOLLARS
$6,699.00

We trust this report satisfies the conditions of your request. Please call on us if any item is not clear or if further amplification of any point in this report would be helpful. Thank you for the confidence placed in us by virtue of this assignment and for the opportunity of providing our appraisal and consultation services to you.

Yours truly,

John H. Malcom, Jr, MAI, CCIM, SR/WA
(Did Physically Inspect Property)
Texas General Real Estate Appraiser,
Certificate #TX-1320239-G

USPAP REQUIREMENTS/SALIENT FACTS PAGE 1
DESCRIPTION OF PROPERTY 10
Legal Description - Whole Property 12
5 Year Sales History 12
Site Description 12
Improvement Description 14
Highest and Best Use - Whole Property 14
Part to be Acquired 14
Remainder After the Taking 14
Discussion of Economic Unit 14

VALUATION OF PART TO BE ACQUIRED 15
LAND VALUATION 15
Explanation of Adjustments with Reconciliation 26
ESTIMATED VALUE OF ACQUISITION 28

CERTIFICATION 29

UNDERLYING ASSUMPTIONS AND CONTINGENT CONDITIONS 30

QUALIFICATIONS OF THE APPRAISER 33

USPAP REQUIREMENTS/SALIENT FACTS PAGE

USPAP Comments - Scope of Work: This appraisal involves a partial taking of a 15' wide drainage easement and a 35' wide temporary work easement. The larger property is a 7.29 net acre tract of land located north of Mile 5 Road in the western area of Alton, Texas. As of the effective date of the appraisal, the site was improved with a shop building, a small frame residence, a manufactured home, and other small outbuildings and sheds. The improvements are situated well outside of the proposed acquisition area and are not adversely affected by the acquisition. The cost and income approaches are not applicable for the valuation of the part to be acquired. and have not been included in the appraisal report. The underlying land and the portion of the land that is included in the taking is appraised based on comparable sales and utilizing a sales comparison approach. The appraisal report is a summary report prepared under the Uniform Standards of Professional Appraisal Practice.

The scope of the work includes a complete analysis of the subject site and the subject neighborhood. In addition, research was conducted on surrounding land uses, market trends and comparable land sales and comparable improved sales. A narrative report was prepared which summarized the data and my analysis and conclusions regarding the subject property.

While compiling information to complete this appraisal, I used several different data sources, including but not limited to: local real estate experts, governmental agencies, grantors, grantees, etc.

All methodology used to arrive at the estimate of market value can be found in The Appraisal of Real Estate, Thirteenth Edition, published by the Appraisal Institute. The appraisal methodology and the value conclusion contained herein are in conformance with the 2008 Uniform Standards of Professional Appraisal Practice.

This appraisal report is for the exclusive use of Hidalgo County Right of Way Department (client) for the purpose of assisting with the acquisition of right-of-way for the construction of a drainage ditch as part of the Moorefield Road, 5 Mile Drainage Project.

This is a summary appraisal report which is intended to comply with the reporting requirements set forth under Standards Rule 2-2 (b) of the Uniform Standards of Professional Appraisal Practice for a Summary Appraisal Report. As such, it represents only summary discussions of the data, reasoning and analyses that were used in the appraisal process to develop the appraisers opinion of value. Supporting documentation concerning the data, reasoning and analyses is retained in the appraisers files. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated above. The appraisers are not responsible for unauthorized use of this report.

Within the appraisal process, the three accepted approaches to real property valuation (cost, income and sales comparison approaches) were considered (as applicable). In preparing this appraisal, the appraiser inspected the subject site and neighborhood. Information was gathered on comparable land sales. The sales comparison approach was used to value the site as if vacant. When appropriate, information was obtained regarding comparable costs and the cost approach was utilized to value the site improvements. These approaches to value were reconciled to derive an estimate of value for the whole property, the part taken, the remainder after the taking, severance damages, and just compensation.

Jurisdictional Exception: This appraisal has been prepared in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP). Jurisdictional exception provides for severability preserving the balance of USPAP if one or more parts of USPAP are contrary to law or public policy of a jurisdiction. According to USPAP, law means a body of rules with binding legal force established by controlling governmental authority. This includes federal and state constitutions, legislative and court made law, and administrative rules, regulations and ordinances. As appraisals performed for eminent domain are subject to certain constraints based on statutory and case law regarding compensability, the issue of jurisdictional exception is invoked.

Intended Use and Intended User: This appraisal report is for the exclusive use of Hidalgo County Right of Way Department(client) for the purpose of assisting with the acquisition of a drainage easement and a temporary construction easements for the construction of drainage improvements as part of the Moorefield Road, 5 Mile Drainage Project

Exposure Time: Exposure time is defined by the Appraisal Institute as follows:

1. The time a property remains on the market.
2. The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based on an analysis of past events assuming a competitive and open market. Exposure time is always presumed to occur prior to the effective date of the appraisal. The overall concept of reasonable exposure encompasses not only adequate, sufficient and reasonable time but also adequate, sufficient and reasonable effort. Exposure time is different for various types of real estate and value ranges and under various market conditions. [1]

The appraisal is prepared based on an exposure time of 6 months.

Environmental: No adverse environmental influences were noted at the time of inspection. The appraiser notes that the property has been used for oilfield service operations. The potential exists for environmental contamination and the appraiser recommends an environmental site assessment. Please refer to the underlying assumptions and contingent conditions for a more specific discussion of the site.

Property Rights Appraised: The property rights appraised include the fee simple interest of the whole site, a permanent drainage easement for the 15' drainage right of way, and a temporary construction easement for the 35' temporary construction easement. All property rights are valued subject to outstanding rights and reservations of record.

The fee simple estate - is the absolute ownership unencumbered by any other interest or estate. A fee simple estate is subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

Drainage Easement - The drainage easement is for the purpose of opening, constructing and maintaining a permanent underground drainage line in, on, along, and across the property herein described, 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 which the County deems necessary.

Date of Inspection/Owner Contact: The appraisers contacted the owner by telephone on May 7, 2009 and discussed the project with the owner. The site was inspected on May 7, 2009.

Effective Date of Appraisal: The effective date of this appraisal is May 7, 2009, the most recent date of inspection. Photos of the subject were taken during the May 7, 2009 inspection.

Date of Report: The date of this report is May 19, 2009.

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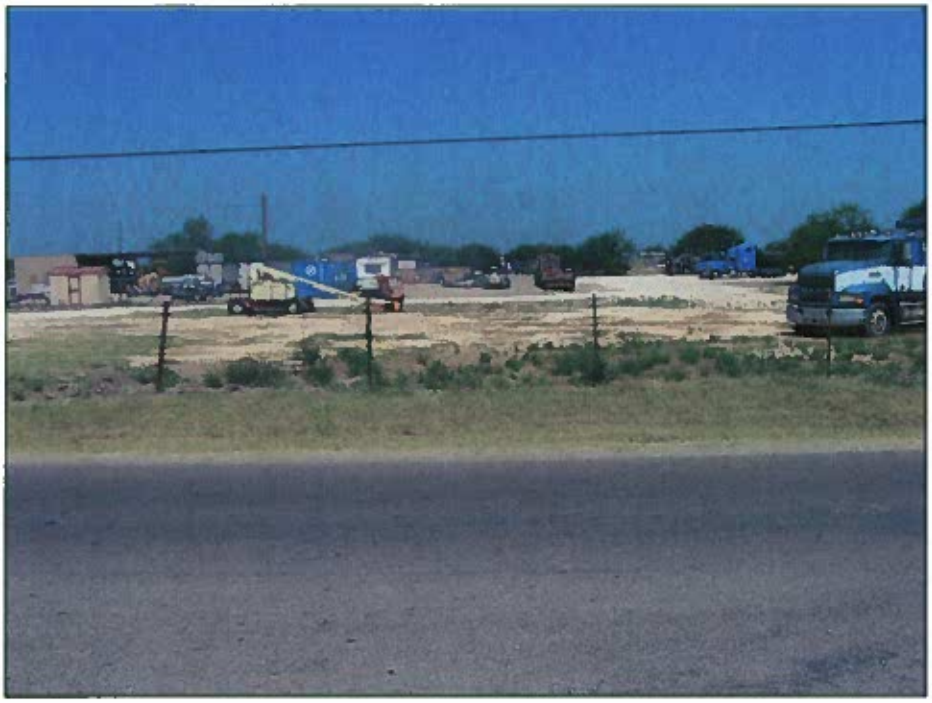
[1] The Dictionary of Real Estate Appraisal, 4th Edition, Appraisal Institute

PHOTOGRAPHS OF SUBJECT PROPERTY

1. Point from which taken: Moorefield Road frontage Looking: East across the Property



2. Point from which taken: Moorefield Road Right of Way Looking: North along road - Subject on right

3. Point from which taken: West across Moorefield Rd. Looking: View across proposed Easements

4. Point from which taken: Property adjacent on the east Looking: West across the proposed easements

3. Point from which taken: Interior view Looking: View of caliche pad in the proposed easement area

4. Point from which taken: Interior view Looking: View of horse pen in the proposed easement area

METES AND BOUNDS - DRAINAGE EASEMENT

Drainage Easement
METES AND BOUNDS DESCRIPTION
0.33 OF ONE ACRE OF LAND
LA HOMA RANCH CITRUS
GROVES SUBDIVISION, UNIT No. I
HIDALGO COUNTY, TEXAS

A tract of land containing 0.33 of one acre, situated in Hidalgo County, Texas, and also being a part or portion of **LOT 54, BLOCK 4, LA HOMA RANCH CITRUS GROVES SUBDIVISION, UNIT No. 1**, map reference: Volume 7, Page 59, H.C.M.R., and said 0.33 of one acre of land also being more particularly described as follows:

COMMENCING on the southwest corner of said Lot 54; THENCE S 81° 07' 45" E, along the South line of said Lot 54, a distance of 25.00 feet to an iron rod found on the East right-of-way line of said Moore Field Road, for the southwest corner of this tract and the **POINT OF BEGINNING**;

THENCE N 08° 52' 15" E, along the East right-of-way line of said Moore Field Road, a distance of 15.00 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set, for the northwest corner of this tract;

THENCE S 81° 07' 45" E, a distance of 961.97 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set on the East line of a H.C.D.D. No. 1 drainage easement, recorded in Volume 2914, Page 425, H.C.D.R., for the northeast corner of this tract;

THENCE S 08° 36' 15" W, along the East line of said drainage easement, a distance of 15.00 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set on the South line of said Lot 54, for the southeast corner of this tract;

THENCE N 81° 07' 45" W, along the South line of said Lot 54, a distance of 962.04 feet to the **POINT OF BEGINNING**, containing 0.33 of one acre of land, more or less.

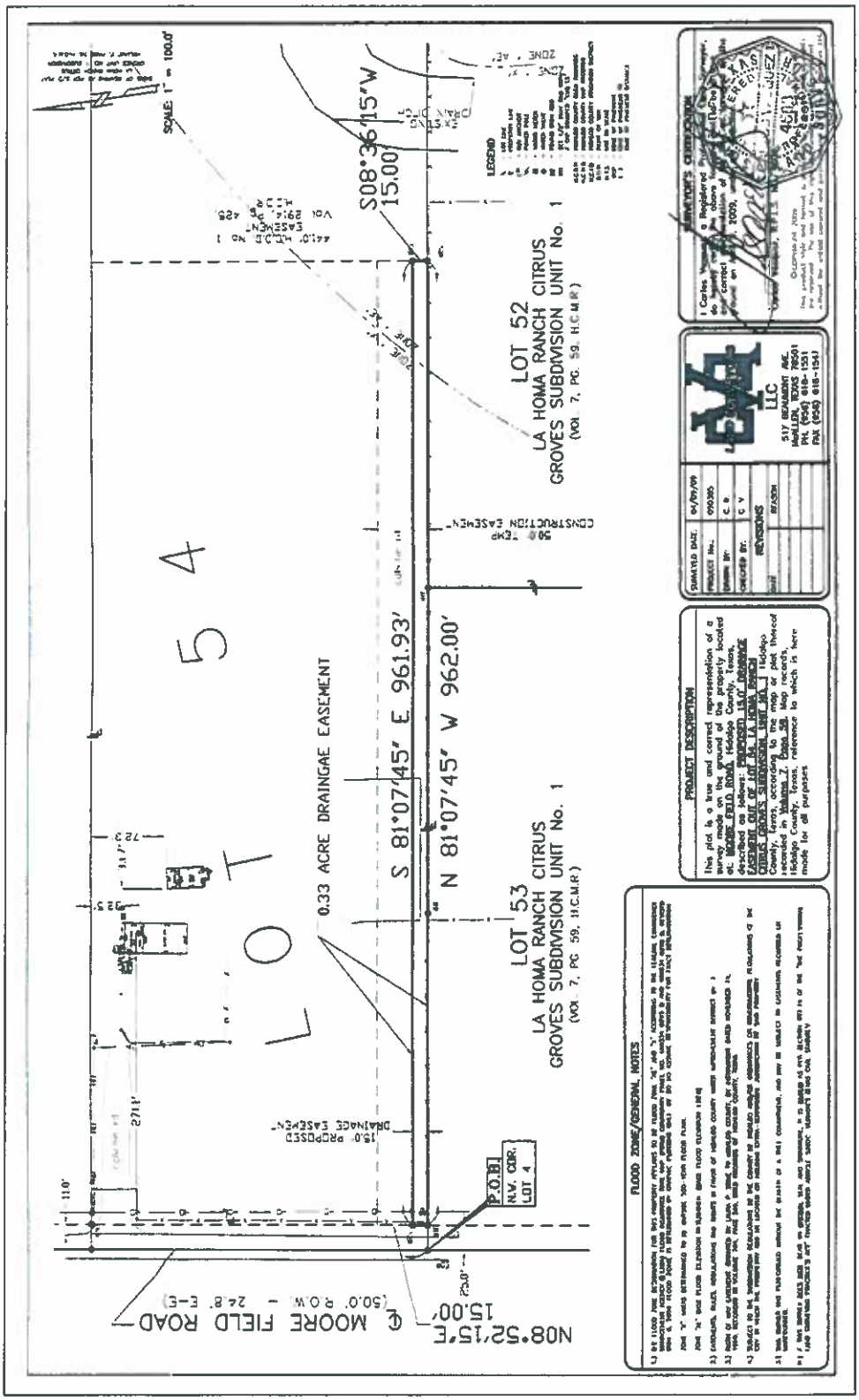
Bearing basis as per **LA HOMA RANCH CITRUS GROVES SUBDIVISION, UNIT No. t** recorded in Volume 7, Pages 59, H.C.M.R.

THE ABOVE DESCRIPTION WAS SURVEYED ON THE GOUND UNDER MY DIRECTION ON APRIL 9, 2009.

Carlos Vasquez, R.P.L.S. 4608
CVQ LAND SURVEYORS

P.O. Box 5066 • McAllen, Texas 78502 • Phone (956) 618-1551 • Fax (956) 618-1547

SITE PLAT - DRAINAGE EASEMENT



METES AND BOUNDS - CONSTRUCTION EASEMENT

Revised: April 27, 2009

Construction Easement
METES AND BOUNDS DESCRIPTION
0.77 ACRE OF LAND
LA HOMA RANCH CITRUS
GROVES SUBDIVISION, UNIT No. 1
HIDALGO COUNTY, TEXAS

A tract of land containing 0.77 acre, situated in Hidalgo County, Texas, and also being a part or portion of **LOT 54, BLOCK 4, LA HOMA RANCH CITRUS GROVES SUBDIVISION, UNIT No. 1**, map reference: Volume 7, Page 59, H.C.M.R., and said 0.77 acre of land also being more particularly described as follows:

COMMENCING on the southwest corner of said Lot 54; THENCE S 81° 07' 45" E, along the South line of said Lot 54, a distance of 25.00 feet to an iron rod found on the East right-of-way line of said Moore Field Road; THENCE N 08° 52' 15" E, along the East right-of-way line of said Moore Field Road, a distance of 15.00 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set, for the southwest corner of this tract and the **POINT OF BEGINNING**;

THENCE N 08° 52' 15" E, along the East right-of-way line of said Moore Field Road, a distance of 35.00 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set, for the northwest corner of this tract;

THENCE S 81° 07' 45" E, a distance of 961.77 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set on the East line of a H.C.D.D. No. 1 drainage easement, recorded in Volume 2914, Page 425, H.C.D.R., for the northeast corner of this tract;

THENCE S 08° 36' 15" W, along the East line of said drainage easement, a distance of 35.00 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set on the South line of said Lot 54, for the southeast corner of this tract;

THENCE N 81° 07' 45" W, along the South line of said Lot 54, a distance of 961.93 feet to the **POINT OF BEGINNING**, containing 0.77 acre of land, more or less.

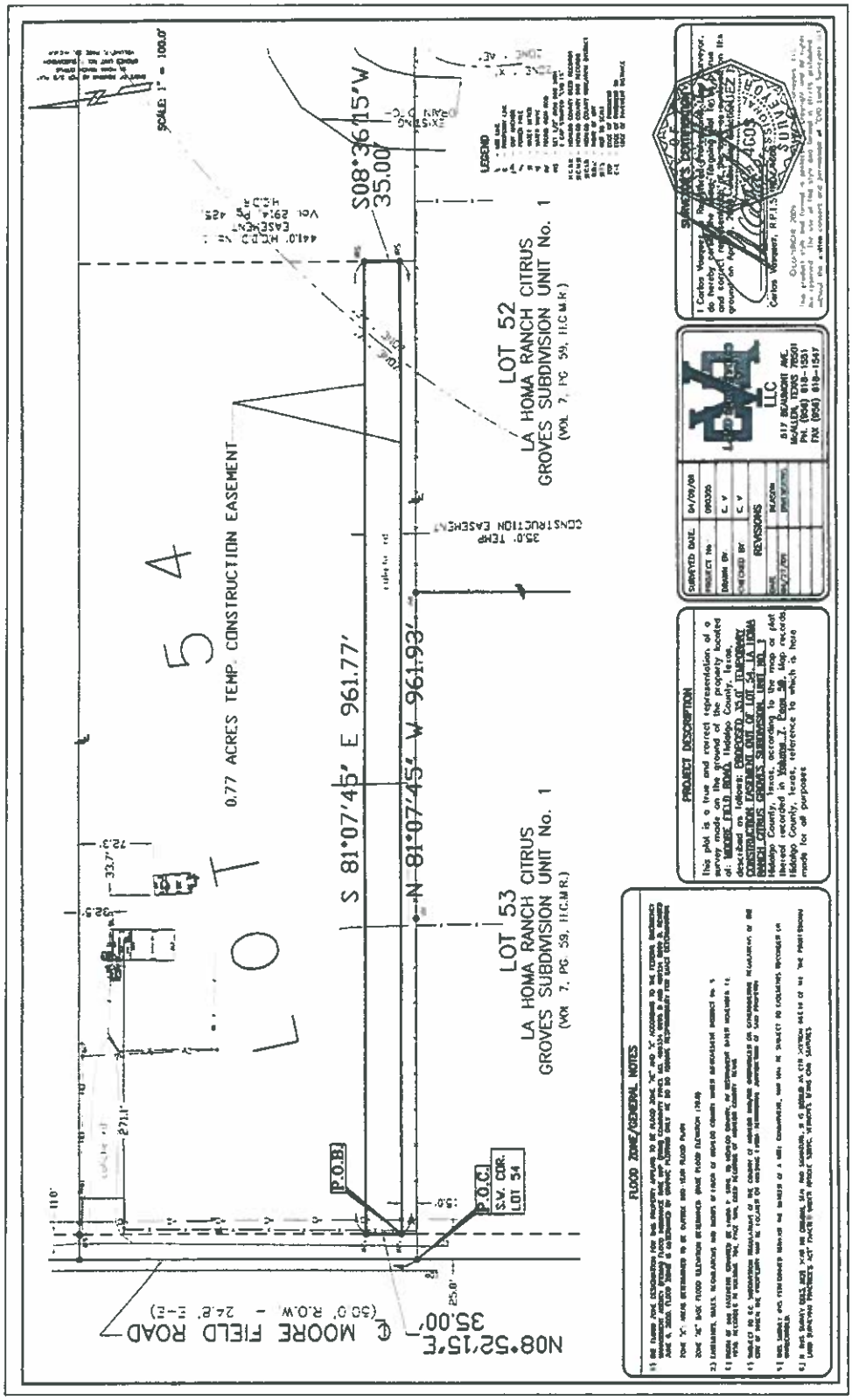
Bearing basis as per **LA HOMA RANCH CITRUS GROVES SUBDIVISION, UNIT No. 1** recorded in Volume 7, Pages 59, H.C.M.R.

THE ABOVE DESCRIPTION WAS SURVEYED ON THE GOUND UNDER MY DIRECTION ON APRIL 8, 2009.

Carlos Vasquez, R.P.L.S. 4608
CVQ LAND SURVEYORS

P.O. Box 5066 • McAllen, Texas 78502 • Phone (956) 618-1551 • Fax (956) 618-1547

SITE PLAT - CONSTRUCTION EASEMENT



DESCRIPTION OF PROPERTY

The subject area includes the area to the northwest of the City of Mission, and to the west of Alton in Hidalgo County, Texas. Area boundaries include SH 107 to the north, Shary Road on the east, Mile 3 North Road on the south and Abrams Road to the west. The defined area includes a mix of development and includes commercial and different types of residential and agricultural uses. It is located within the Alton City limits and in the La Joya Independent School District. This is an area of increasing residential development. Moderate commercial development is following the increase in the number of residential units with commercial growth noted along Conway Avenue (SH 107), Mile 5 Line Road and Mile 3 Line Road. Continued growth and increased density of development is anticipated for this area.

Although precise population information has not been obtained for the defined area, demographic information has been considered for a three mile radius extending from SH 107 on the north to Mile 3 North Road on the south and from Shary Road on the east to Abrams Road on the west.

The current population is estimated at 46,103. Population growth is estimated to have increased 39.5% between 2000 and 2008 and an estimated population of 54,943 by the year 2013. The median age is estimated at 24 years and approximately 59.2% of the population is under the age of 35 and approximately 44.2% is under the age of 25 years. The median household income is estimated at $21,302 (the US average is $53,154 and the median for Hidalgo County is $26,422) with the average household income estimated at $51,151 (the US average is $61,553 and the average for Hidalgo County is $34,977).

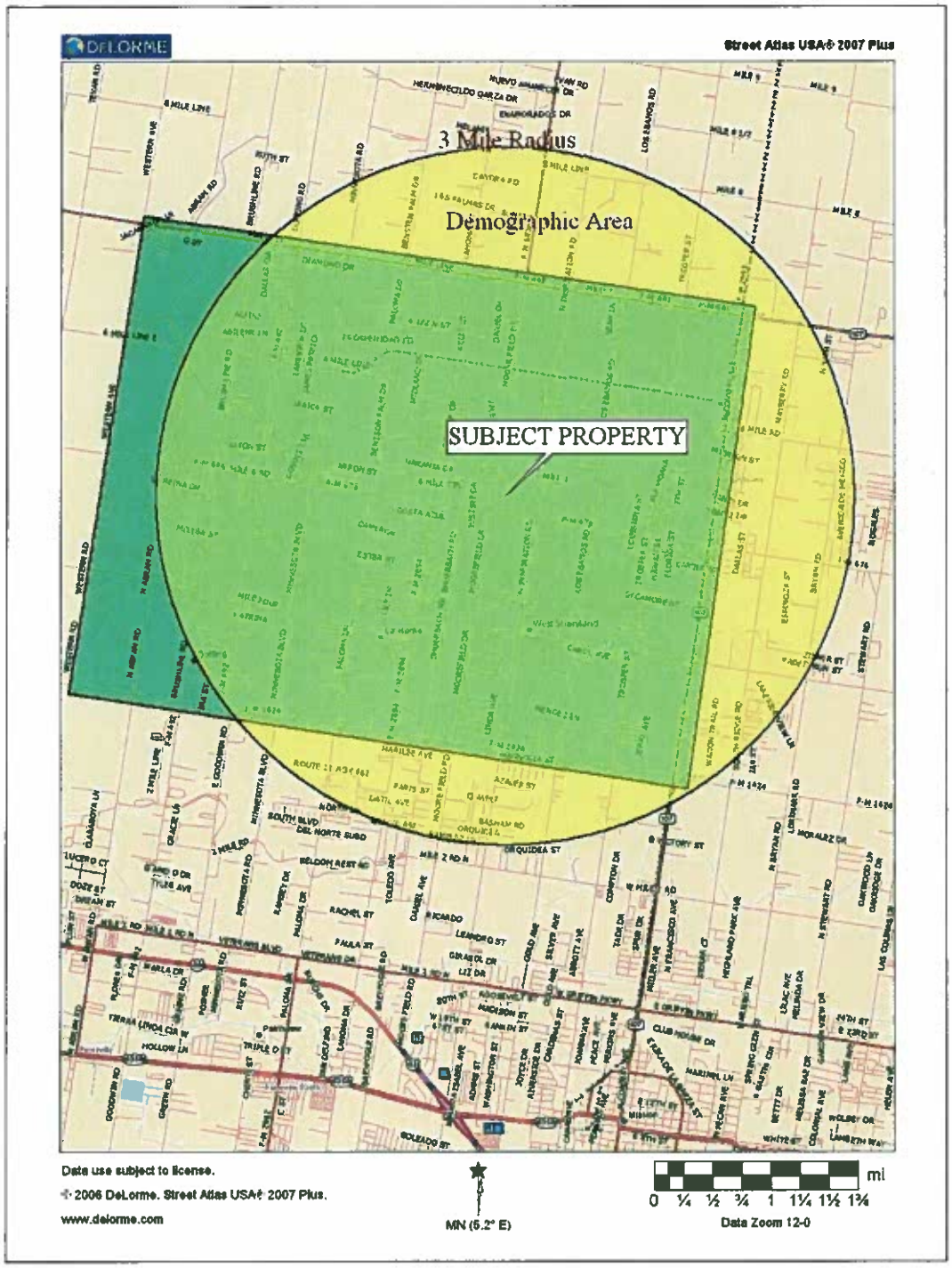
For persons over the age of 25 years, the educational attainment level includes 24.1% with a high school diploma and 10.23% with an associate, bachelors, or graduate degree. This indicates that 34.33% of the population, over the age of 25 has completed at least a high school education (Hidalgo County = 66.8%).

For persons over the age of 16, approximately 89.6% are employed, 10.4% are unemployed. The average time traveled to work was around 23.9 minutes in the year 2000. For Hidalgo County as a whole, 87.7% of the population over 16 years is employed, 12.2% is unemployed, 47.6% is not in the labor force.

The housing supply was estimated at 10,956 units in 2007 with 69% being owner occupied, 14.9% being renter occupied, and 16.1% being vacant. The large number of vacant properties arises from the number of rental spaces oriented toward winter visitors.

The Alton area reflects the demographic attributes of the western portion of the Rio Grande Valley with lower income levels and lower education attainment levels than Hidalgo County and the Valley as a whole. The Rio Grande Valley and Hidalgo County both fall below the State of Texas and the United States in term of wage and income as well as educational attainment and employment.

AREA AND DEMOGRAPHIC MAP



Legal Description - Whole Property: Lot 54, Block 4 La Homa Ranch Citrus Groves Subdivision, Unit #1, in Hidalgo County, Texas, according to map thereof recorded in Volume 7, Page 59, Map Records, Hidalgo County, Texas.

Legal Description - Part to be Acquired: The part to be acquired includes a 0.33 acre drainage easement and a 0.77 acre temporary construction easement out of the parent tract. The parts to be acquired are identified by metes and bounds descriptions contained in the Field Notes and Site Plat for each that are includes as exhibits to this report.

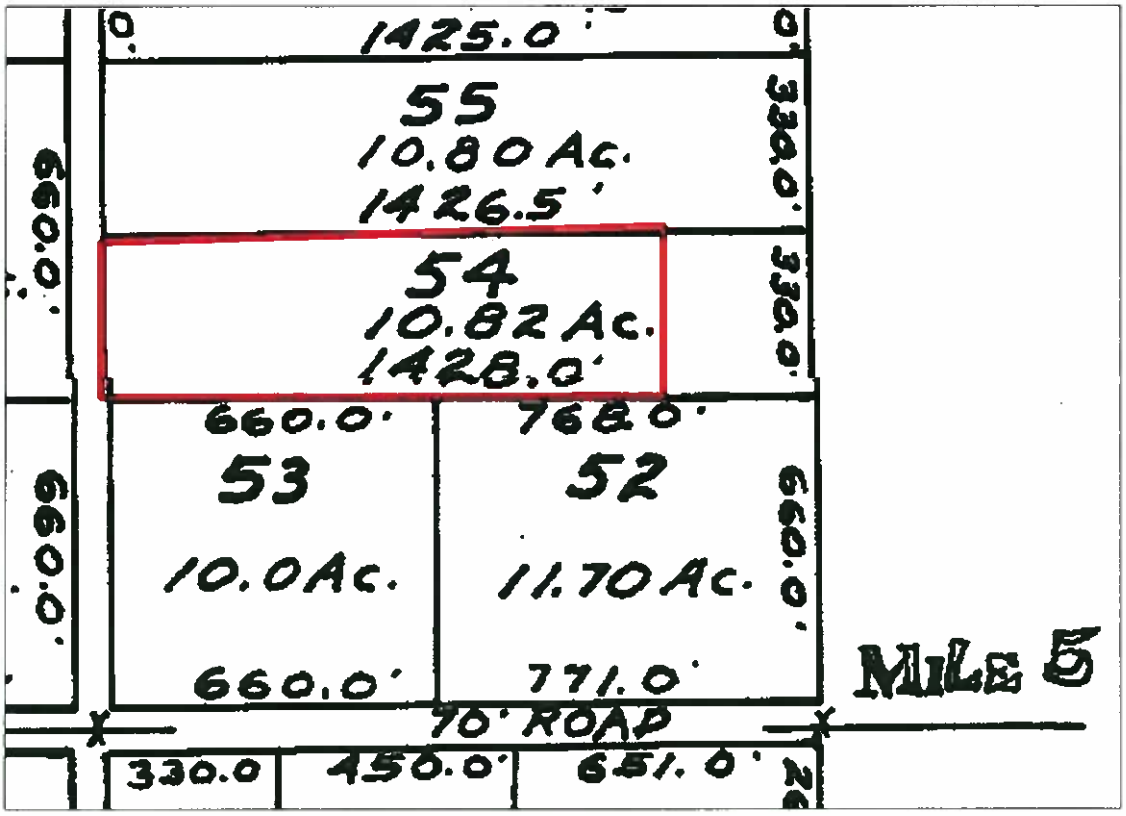
5 Year Sales History: According to information provided by the client, the subject property transferred from Leobardo Marquez and wife, Gladis Marquez, on May 2, 2007. The consideration given is unknown. No offers to either sell or purchase the property are known to the appraisers.

Site Description: The appraised property is located on the east side of Moorefield Road, 1/8 mile north of Mile 5 Road in the western area of Alton, Hidalgo County, Texas. It is rectangular in shape and has 330' of frontage on Moorefield Road and a depth of around 962'. The appraiser was not provided with a survey of the whole property by the client. Land area includes approximately 7.29 net acres and this area was calculated from information provided by the client and information from the Hidalgo County Appraisal District.

Available utilities include water, electricity and phone service. The appraised property is located in the City limits of the City of Alton. According to David De Leon, Alton City Planner, the east side of Moorefield Road marks the westernmost extension of the city limits and zoning is commercial for the southern half of the property and agricultural for the northern half.

The property lies within an area with a mix of Flood Zone AE, and "X" flood insurance rate areas. Local flood maps indicate that about 2% of the property lies in a Zone "AE" area and about 98% lies in a Zone "X" area. Zone "AE" is a special flood hazard zone. Zone "X" is not a special flood hazard area. The part to be acquired includes two easements consisting of a 15' wide drainage easement and a 35' wide temporary construction easement. The narrower easement is a 15' x 961.93' strip acquisition from along the southern boundary. The wider acquisition is a 35' x 961.77' wide strip located along the north boundary of the narrower easement.

SUBJECT SURVEY - (WHOLE PROPERTY IS OUTLINED IN RED)



Tax Information: The appraised property is located within the following taxing entities and is subject to the indicated tax rates: The tax accounts are included based on the current assessed value for 2008. The assessed value in the following grid reflects land and improvements.

TAXING ENTITIES	TAX RATES
City of Alton	$0.499000
Hidalgo County Drainage District #1	$0.049200
Hidalgo County	$0.590000
South Texas College	$0.154000
Road District #5	$0.010900
La Joya ISD	$1.252000
South Texas ISD	$0.049200
COMBINED TAX RATE	$2.604300
Assessed Value	$70,189
Current Tax Load	$1,828

Improvement Description: As of the effective date of the appraisal, the site was improved with a shop building, a small frame residence, a manufactured home, and other small outbuildings and sheds. The improvements are situated well outside of the proposed acquisition area and are not adversely affected by the acquisition. Improvements within the acquisition area include a 45.5' x 47' horse pen, a 117' x 153' caliche pad for truck parking, and fencing.

Highest and Best Use - Whole Property: The subject site is located in a developing area northwest of Mission and to the west of Alton in west-central Hidalgo County. According to information obtained from the client and from the Hidalgo County Appraisal District, net land area is 7.29 acres and potable water, electricity, and telephone service is available in the area and to the site. Sewer service has not yet been extended to the site. Although a small portion of the site may lie in a special flood zone area, the majority of the site (98%) is not located in a special flood hazard area. It is within the corporate limits of the City of Alton and is subject to City zoning requirements. Highest and best use is for residential or mixed commercial and residential use.

Part to be Acquired: There are 2 easements to be acquired. The first is a 0.33 acre underground drainage easement from along the southern boundary. Dimensions are 15' wide x 961.93' long. The second is a 0.77 acre temporary construction easement located on the north side of the drainage easement. It measures 35' in width x 961.77'. The takings do not constitute economic units separately or when combined and the highest and best use is in conjunction with the whole property.

Remainder After the Taking: The remainder after the taking will include the remaining land consisting of a 315' x 692' unencumbered tract and a 15' x 692' strip encumbered by the underground drainage easement. After the taking the whole property maintains overall similar physical characteristics and attributes. The property owner will have limited use of the surface estate although no improvements can be constructed within the easement area. It can be fenced and can be utilized for parking purposes. The appraiser notes that the drainage easement will be the dominant estate and any surface improvements may be disturbed in the event that the underground drainage line needs to be reconfigured, repaired, or reconstructed. The remainder is not adversely affected as a result of the acquisition and the highest and best use after the taking remains for residential or mixed commercial and residential use.

Discussion of Economic Unit: The appraised property constitutes its own economic unit of 7.29 net acres. The parent tract land area of 7.29 net acres is suitable for residential or mixed commercial and residential use and sales of this size have been noted in the subject's market area. For valuation purposes the entire site of 7.29 net acres has been selected.

VALUATION OF PART TO BE ACQUIRED
LAND VALUATION
Representative Comparable Sales

Item	Subject	Comp #1	Comp #2	Comp #3	Comp #4
Sale Price		**$107,000**	**$357,200**	**$140,000**	**$280,000**
$/Acre	**NA**	**$18,105**	**$24,432**	**$29,093**	**$30,732**
Property Rights	Fee Simple	Similar	Similar	Similar	Similar
Conditions Sale	Arms Length	Similar	Inferior	Similar	Similar
Financing Terms	Cash	Similar	Similar	Similar	Similar
Market Conditions	05/09	03/2007	12/2007	06/2008	11/2007
Adjustment		0%	0%	0%	0%
Time Adj $/sq.ft.		**$18,105**	**$24,432**	**$29,093**	**$30,732**
Location	Moorefield Road N/ 5 Mile North	Inspiration Rd N/ 5 Mile Rd	NWC 5 Mile Rd and Doffing Rd	La Homa Rd N/ 5 Mile Rd	5 Mile RD W/ Stewart Rd
Location Adj.		0%	-10%	0%	-10%
Tract Size - AC	7.29 acres	5.91 acres	14.62 acres	4.812 acres	9.111 acres
Size Adj.		0%	10%	-5%	5%
Shape Dimensions Easements Flood Zone	Rectangular 330' x 962' No Adverse Zone "X"	Rectangular 227' x 1,134' Similar Similar-"C"	Irregular 950' x 928' Similar Similar-"C"	Similar 204' x 1,025' Similar Similar-"X"	Slight Irregular 254 x 699' Bisection 12% Similar
Adjustment		0%	0%	0%	5%
Net Adjustment		**0%**	**0%**	**-5%**	**0%**
Adj $/Square Foot		**$18,105**	**$24,432**	**$27,638**	**$30,732**

Land Sale No. 1

Property Identification

Record ID	1366
Property Type	Development Land - Residential
Address	Mission, Hidalgo County, Florida
Location	Inspiration Road, East Side, North of 5 Mile Road
Tax ID	W0100-00-041-0001-00

Sale Data

Grantor	The Angelica Vela Family Limited Partnership
Grantee	Pedro Cantu & Silvia Cantu, husband & wife
Sale Date	March 23, 2007
Deed Book/Page	DOC #1738727
Property Rights	Surface
Conditions of Sale	Arms Length
Financing	Cash to Seller
Verification	MLS #7177/Trendsetters Realty; (956) 687-2222, July 16, 2007; Other sources: Deed Records, Confirmed by Paul Haerther
Sale Price	$107,000

Land Data

Topography	Generally Level
Utilities	Water, Electric
Dimensions	226.92' x 1,134'
Shape	Rectangular
Flood Info	Zone "C"
Depth	1134

Land Size Information

Useable Land Size	5.910 Acres or 257,440 SF , 100.00%
Front Footage	227 ft Total Frontage: 227 ft Inspiration Road

Indicators

Sale Price/Gross Acre	$18,105
Sale Price/Useable Acre	$18,105

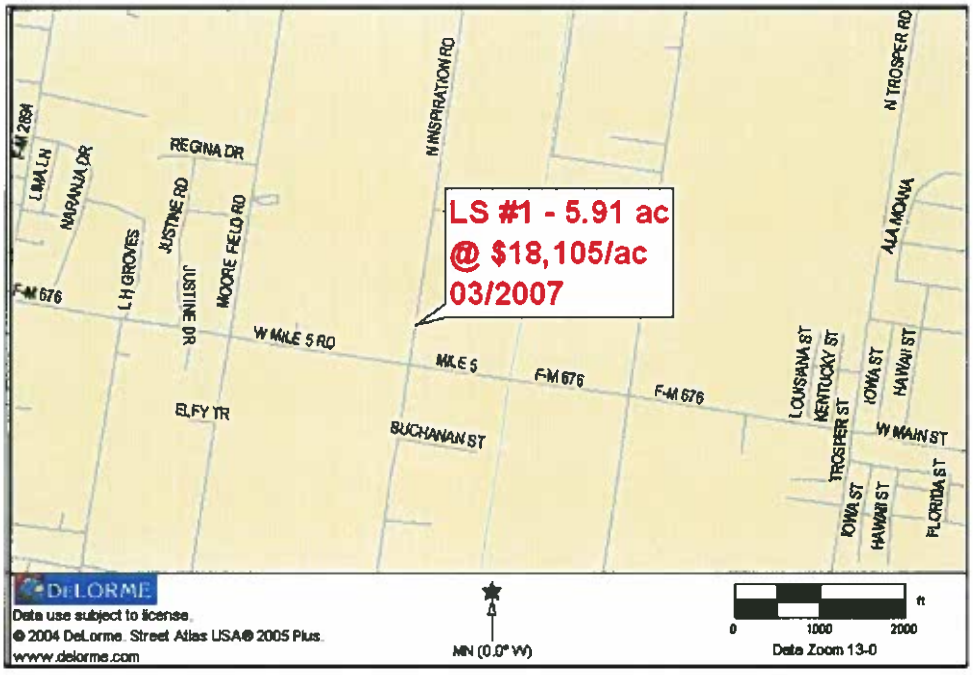
Legal Description

The South 226.92 feet of the North 884.4 feet out of Lot 41-1, West Addition to Sharyland, Hidalgo County, Texas, according to the map thereof recorded in Volume 1, Page 56, Map Records of Hidalgo County, Texas.

Remarks

This is a sale of a vacant development tract located along the east side of Inspiration Road to the north of Mile 5 Road in the ETJ of Mission, Texas. The tract offers 226.92' of frontage along Inspiration Road by a depth of ±1,134'. The property is located in an area with city water and electric services but no city sewer service. The property is not located in an area deemed to be a special flood hazard area.

LAND SALE #1 - PHOTO & MAP EXHIBIT



Land Sale No. 2

Property Identification	
Record ID	1495
Property Type	Development Land - Mixed Use
Address	NWC 5 Mile Road and Doffing Road, La Joya, Hidalgo County, Texas 78560
Location	NWC 5 Mile Road and Doffing Road
Tax ID	D6000-01-000-0051-01
Sale Data	
Grantor	Isabel Rodriguez
Grantee	O.G. Construction Company, LLC
Sale Date	December 14, 2007
Deed Book/Page	1840829
Recorded Plat	Vol. 5, Pg. 24
Property Rights	Surface
Marketing Time	500 days
Conditions of Sale	Arms Length
Financing	$303,600 note payable to Inter National Bank of Commerce
Verification	Dillard and Chapa Real Estate; 956-631-5844, February 14, 2008; Other sources: MLS #100533, Confirmed by Bud Prothero
Sale Price	$357,200
Land Data	
Topography	Near level
Utilities	City sewer, water, electricity
Dimensions	950' x 928'
Shape	Irregular
Flood Info	Zone "C"
Easements	No adverse easements noted
Land Size Information	
Gross Land Size	14.620 Acres or 636,847 SF
Front Footage	950 ft 5 Mile Road;928 ft Doffing Road
Indicators	
Sale Price/Gross Acre	$24,432

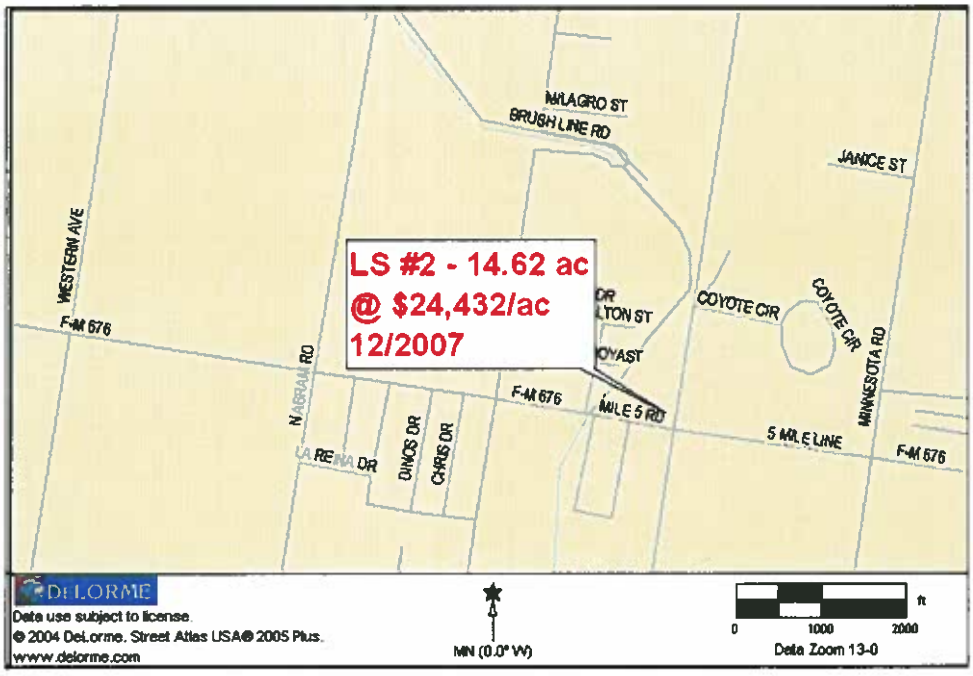
Legal Description

A 14.62 acre tract of land out of Lot 51, Nick Doffing Subdivision No. 1, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 5, page 24, Map Records of Hidalgo County, Texas.

Remarks

This is a sale of a vacant development tract located along the northwest corner of 5 Mile Road and Doffing Road in La Joya, Texas. The tract is irregular in shape with dimensions of 950' of frontage along 5 Mile Road with an overall depth of 928' along Doffing Road. City utilities available include water, electricity, sewer, and telephone.

LAND SALE #2 - PHOTO & MAP EXHIBIT



Land Sale No. 3

Property Identification	
Record ID	1671
Property Type	Development Land - Mixed Use
Address	Alton, Hidalgo County, Texas
Location	La Homa Rd, E/s, 0.37 mile N/o 5 Mile Rd
Tax ID	L1100-01-002-0058-10
Sale Data	
Grantor	Edistayo Garcia and Ricardo Garcia, independent co-executors (see Remarks)
Grantee	Pedro Rojas and wife, Marylou Rojas
Sale Date	June 20, 2008
Deed Book/Page	1903769
Property Rights	Surface only
Marketing Time	313
Conditions of Sale	Arm's length
Financing	Ten Dollars and other good and valuable consideration
Sale History	unknown
Verification	Don Martin, listing/selling agent/broker, Realty World - Valley Properties ; 956-661-1414, May 08, 2009; Confirmed by Tony Morin
Sale Price	$140,000
Land Data	
Utilities	Public water, telephone and electricity
Dimensions	204.56' x 1024.75' (average depth)
Shape	Mostly rectangular
Flood Info	Zone "X" 480334 0290 D (06/06/2000)
Land Size Information	
Gross Land Size	5.000 Acres or 217,800 SF
Useable Land Size	4.812 Acres or 209,618 SF , 96.24%
Unusable Land Size	0.188 Acres or 8,182 SF , 3.76%
Front Footage	205 ft Total Frontage: 205 ft La Homa Rd
Indicators	
Sale Price/Gross Acre	$28,000
Sale Price/Useable Acre	$29,093

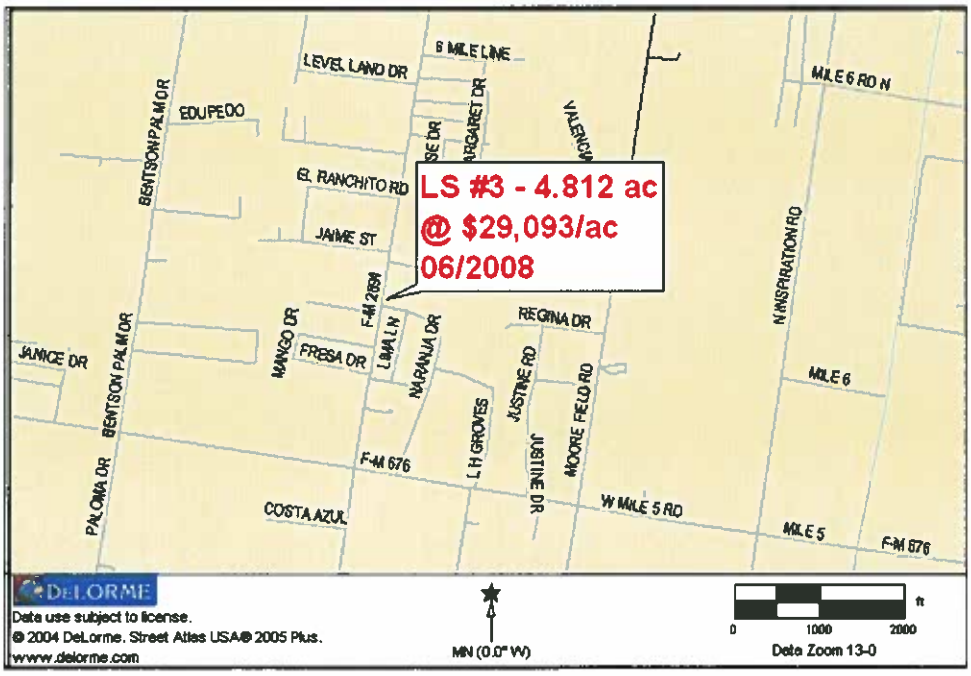
Legal Description

The South 5 acres of Lot 58, Block 2, La Homa Ranch Citrus Groves Unit #1, Hidalgo County, Texas according to the map or plat thereof recorded in Volume 7, Page 59, Map Records, Hidalgo County, Texas.

Remarks

(Grantor cont) - of the Estate of Ambrosio Garcia, Deceased. This is the sale of a subdivided lot in a mixed use development area. It has since been improved with a metal building.

LAND SALE #3 - PHOTO & MAP EXHIBIT



Land Sale No. 4

Property Identification	
Record ID	1601
Property Type	Development Land - Mixed Use
Address	Alton, Hidalgo County, Texas
Location	5 Mile Road, N/s, 800' W/o Stewart Rd.
Tax ID	W0100-00-041-0012 -20
Sale Data	
Grantor	Saul Ortega & wife Kellye Ortega
Grantee	Alamo Days Trade, Inc., a Texas Corporation D/B/A Grev Construction
Sale Date	November 02, 2007
Deed Book/Page	1825446
Property Rights	Surface
Marketing Time	430
Conditions of Sale	Arms Length
Financing	$593,685 note payable to First National Bank
Verification	Confirmed by Brandon Terry
Sale Price	$280,000
Land Data	
Topography	Near level
Utilities	Water, sewer, electricity and telephone
Dimensions	252' x 699' (net road ROW)
Shape	Irregular
Flood Info	Zone "C"
Easements	Natural gas pipeline easement bisection SW to NE.
Depth	699'
Land Size Information	
Gross Land Size	9.291 Acres or 404,732 SF
Useable Land Size	9.111 Acres or 396,879 SF , 98.06%
Unusable Land Size	0.180 Acres or 7,852 SF , 1.94%
Front Footage	252 ft 5 Mile
Indicators	
Sale Price/Gross Acre	$30,135
Sale Price/Useable Acre	$30,732

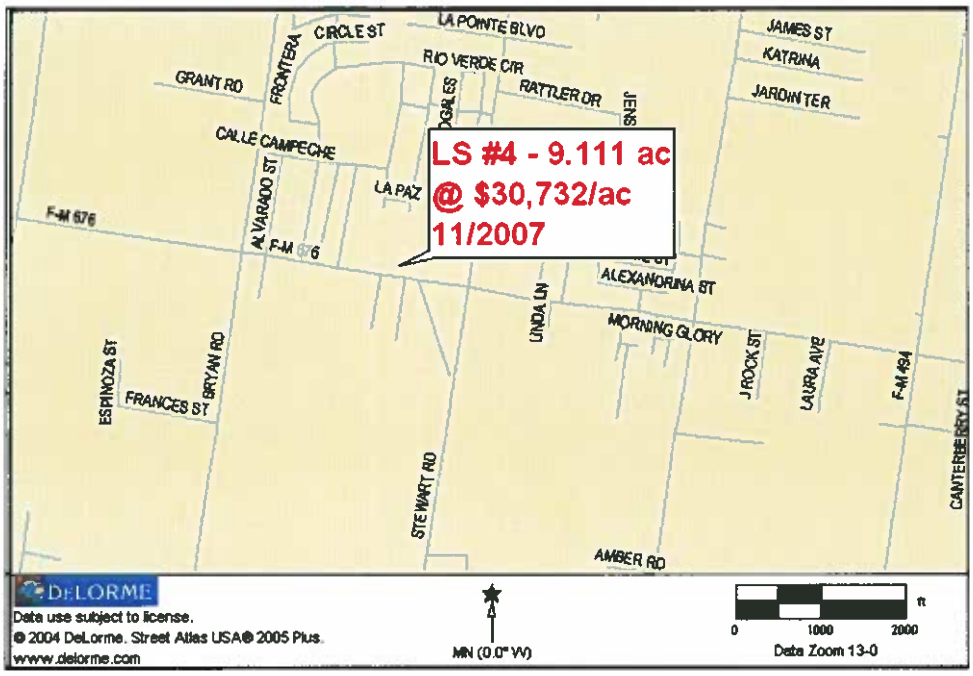
Legal Description

A 9.291 acre tract of land out of Lot 41-12, West Addition to Sharyland, Hidalgo County, Texas, according to the plat recorded in Volume 1, Page 56, Map Records of Hidalgo County, Texas. (The site is more particularly described by a metes and bounds description contained in the appraiser's files.)

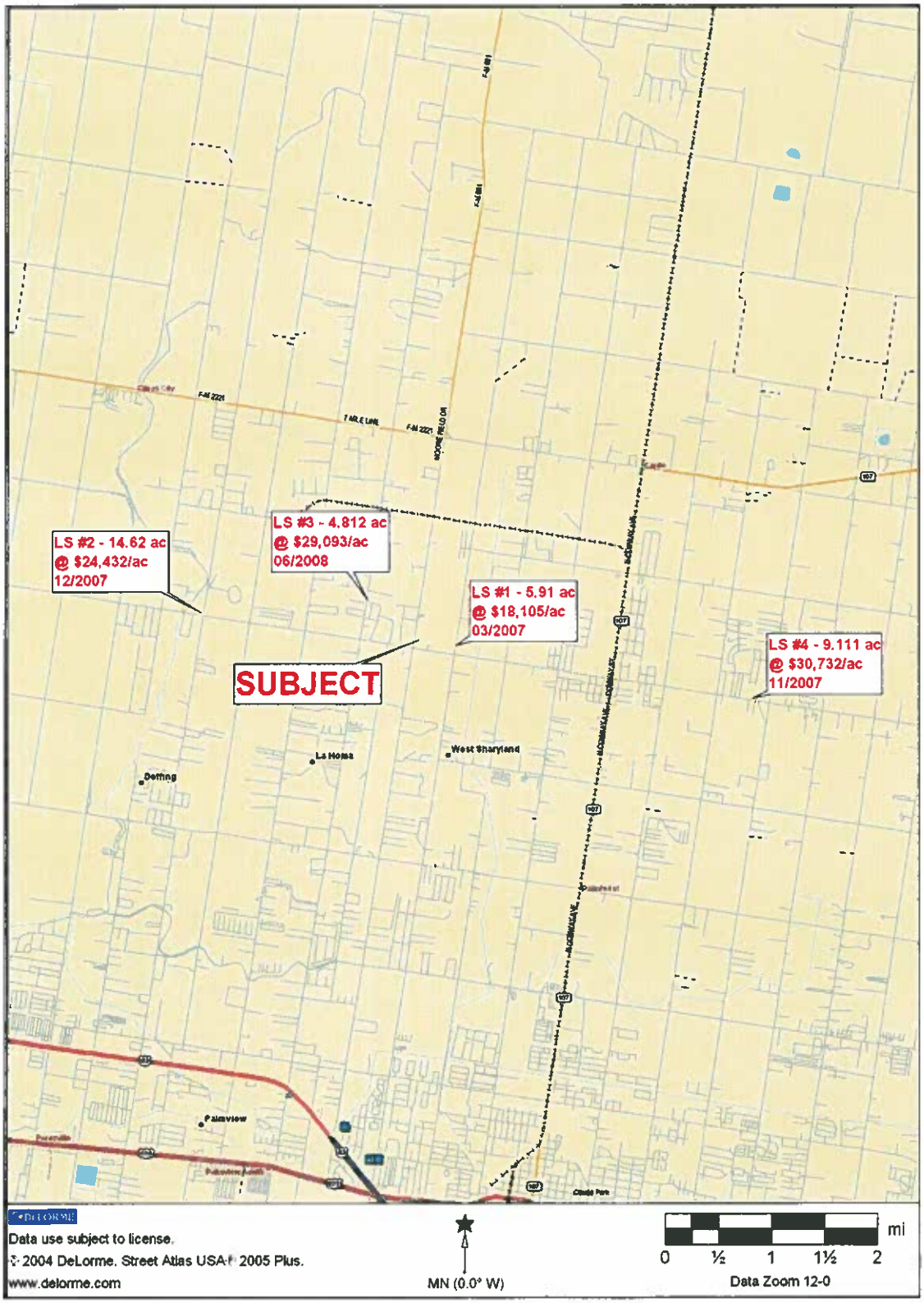
Remarks

This is a sale of a vacant 9.291 gross acre land tract located along the north side of 5 Mile Road east of Alton, Texas. The site has been developed as Palmasola Subdivision, a multifamily community. The tract is irregular in shape having a neck of 252.49' along Mile 5, then extending northward 158' (W/s) and 124.2' (E/s) then westward 258' and eastward 140.57', then northward 540.6'(W) and 575.0'(E) ending with a 651.45' north boundary. At point of sale, an 8" sewer line was located along the north side of Mile 5 Rd. per David De Leon, Planning Director for City of Alton.

LAND SALE #4 - PHOTO & MAP EXHIBIT



LAND COMPARABLE MAP



Explanation of Adjustments with Reconciliation:

The appraised property and comparable sales are similar for property rights conveyed, financing terms, and conditions of sale. No adjustment is necessary for these elements of comparison.

Market Conditions - The comparable sales were conveyed between March, 2007 and June, 2008. The date of current appraisal is May 2009 and the comparable sales precede the date of appraisal from 13 months to 27 months. Market conditions had been rising throughout Hidalgo County for the period from 2006 through 2007. Around year end 2007, prices began to stabilize and in some cases may have begun to decrease. From early 2008 to the present, the market has begun to show evidence of an oversupply for both improved and unimproved residential properties. This oversupply has resulted in decreasing market conditions in some areas. In the absence of any clear indication of a trend in market conditions, no adjustment will be applied to the comparable sales for this element of comparison.

Location - The appraised property is an interior site located north of Mile 5 Line Road and along the east side of Moorefield Road in the City Limits of Alton, Texas. It is a developing area and continued residential development is expected. The appraisers note new construction in the area with farmland steadily transitioning to residential use.

Land sale #1 is an interior site located just north of Mile 5 Line Road and just east of the subect on Inspiration Road. The appraised property is similar for location and no adjustment is required.

Land sale #2 is located along the northwest corner of Mile 5 Line Road and Doffing Road in the La Joya ETJ. It is a corner location and is in an area with sewer service. The apprasied property is inferior and is adjusted downward in the comparison grid.

Land sale #3 is located just north of Mile 5 Line Road and along La Homa Road, just west of the appraised property. The appraised property is similar for location with no adjustment required for location.

Land sale #4 is located east of Conway Avenue along Mile 5 Line Road and in an area with sewer service in Alton, Texas. The appraised property is inferior for the closer in location and is adjusted downward in the comparison grid.

Size - The element of size is considered to be a necessary adjustment in this market area. Size adjustments reflect the observed condition that smaller sized tracts frequently sell for higher unit values than larger sized tracts. The adjustment is based on a doubling system with an allocation of 10% for each doubling between the subject and comparable sale.

Shape, Dimensions, Easements, & Flood Zone - The appraised property and comparable sales are basically level tracts that are similar for tract shape and dimensions. No adjustments are necessary for tract shape or dimensions.

The appraised property has no adverse easements which is similar to land sales #1 - #3. Land sale #4, however, is bisected from east to west by a pipeline easements. Based on an easement width of 30', the land area would be approximately half an acre and would encumber around 12% of the total surface area. The adjustment for the adverse easement is -5% in the comparison grid.

Neither the appraised property nor the comparable sales are located in special flood hazard areas. No adjustment is required for differences in flood zones.

The adjustments for tract shape, dimensions, flood zone, and easements are summarized in the following table:

Element of Comparison	LS #1	LS #2	LS #3	LS #4
Shape	0%	0%	0%	0%
Depth	0%	0%	0%	0%
Easements	0%	0%	0%	5%
Flood Zone	0%	0%	0%	0%
Net Adjustment	**0%**	**0%**	**0%**	**5%**

A comparable sales adjustment grid is presented on the following page. All adjustment are rounded to the nearest 5% in the adjustment grid.

The adjusted range of value is $18,105 to $30,732 per acre for the fee simple estate interest. All sales are considered, and a unit value of $25,000/acre is selected for the fee simple estate. the property rights to be acquired include an underground drainage easmeent and a temporary construction easement.

The property rights to be acquired are significantly less than the fee simple estate. The underground drainage easement will permit the County to enter the property and to lay and construct an underground drainage pipe. In the event the pipe becomes damaged or reaches capacity and requires upgrading, the underlying fee owner must accommodate the easement holders need to reenter the property and make necessary repairs/improvements. Any site improvement such as landscaping, fencing, or paving could be destroyed during subsequent construction and the property owner would be responsible for the replacement of the site improvements. The underlying fee owner can utilize the surface of the underground drainage easement for pasture, grazing, parking, and to satisfy setback requirement in the event the property were to be subdivided or converted to residential use. Considering the property rights acquired, the appraiser will allocate 50% of the fee value to the underground drainage easement and 50% to the underlying fee estate.

The temporary construction easement will permit the County to utilize a portion of the property for a specified period of time. During that period of time, the County, or its agents, will be able to utilize the property to operate construction equipment and machinery, to store materials or for other purposes necessary to construct the pipeline that will be located in the permanent easement. Since the property owner will not have the use of that portion of the property during the construction period, the easement is similar to a land lease for a finite term. The land area for the temporary work easement is 0.77 acre. The total value of the land within the work easement is the value of the fee simple land, or $19,250 (0.77 acres x $25,000/acre = $19,250). The property rights to be acquired include the temporary use of the land for a period of approximately 12 months. The rate of return is based on the prime rate in March, 2009 and rates of return available on improved property at that time. The prime rate was 3.25% and the average range in discount rates was 7.8% to 9.0%. The appraisers have utilized a return of 8.0% for the temporary work easement. Based on an 8.0% return, the fair annual rental for the temporary work easement would be $1,540 ($19,250 market value x 8.0% return = $1,540).

Based on a unit value of $25,000 per acre, the site value for the whole property would be $182,250 (7.29 acres @ $25,000/acre = $182,250).

ESTIMATED VALUE OF ACQUISITION

Drainage Easement	**0.33**	**acres**	**@ $**	**$12,500**	**$**	**4,125**		
Fee Land	**0**	**ac**	**@ $**	**$0.00**	**$**	**$0**		
Total Land							**$**	**4,125**
Improvements								
							$	
Horse pen and gate -						$ 684	$	
Fencing -						$ 350	$	
						$	$	
						$	$	
							$	
							$	
Total Improvement Value							$	**1,034**
Total Value as a Unit							$	**5,159**
Temporary Construction Easement							$	**1,540**
Cost to Cure Damages (if any)							$	
Estimated Total Compensation							$	**6,699**

Furnish comments on attachments as necessary.

Land value in the taking is based on comparable sales and utilizing a sales comparison approach.

The appraiser has considered the impact of the acquisition on the whole property and on the remainder before and after the taking. After the taking the remaining property has very similar physical characteristics. The appraiser has concluded that there are no damages as a result of the proposed acquisition.

Improvements within the acquisition include the horse pen, the caliche truck parking pad and the front and rear fencing. Since the horse pen and truck parking caliche pad are bisected by the proposed right of way, it may be necessary to relocate these improvements. The appraiser has included the entire horse pen as part of the acquisition for valuation purposes. Cost estimates for the horse pen, it's gate and the front and rear fencing were obtained from Martin's Farm and Ranch of Edinbrg.

Cost new for the improvement items is calculated as follows:

Horse Pen and Gate - 2 x 47' (N/S) - 4" for gate + 2 X
45.5' (E/W) = 181sf.
181sf @ $3.50/sf for construction = $633.50
1 gate @ $50..... = 50.00 = $ 684 (Rounded)

Fencing - Mesh fencing at rear with 2 strands of B/W
50 lf @ $3.50/lf .....= $175.00
5 Strand Barbed Wire fencing at front
50 lf @ $ 3.50/lf ..... = $175.00 = $ 350

Total Improvements in the Acquisition and Construction area.....= $1,034

Appraiser's Note:: The property is appraised based on the extraordinary assumption that the caliche truck parking pad will be relocated at no expense to Mr. Garcia.

CERTIFICATION

The undersigned does hereby certify that, except as otherwise noted in this appraisal report: I certify that, to the best of my knowledge and belief:

- the statement 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, impartial, and unbiased professional analyses, opinions, and conclusion.
- I have no (or the specified) present or prospective interest in the property that is the subject of this report and no (or the specified) personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- my engagement in this assignment was not contingent upon developing or reporting predetermined results.
- my compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction on value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- my analysis, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- I have (or have not) made a personal inspection of the property that is the subject of this report. (If more than one person signs this certification, the certification must clearly specify which individuals did and which individuals did not make a personal inspection of the appraised property).
- no one provided significant real property appraisal assistance to the person signing this certification. (If there are exceptions, the name of each individual providing significant real property appraisal assistance must be stated).
- My analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives. As of the date of this report, John H. Malcom, Jr. has completed the requirements of the continuing education program of the Appraisal Institute.
- I do not authorize the out-of-context quoting from or partial reprinting of this appraisal report. Further, neither all nor any part of this report shall be disseminated to the general public by the use of media for public communication without the prior written consent of the appraiser(s) signing this appraisal report.
- The date of appraisal is May 7, 2009.

John H. Malcom, Jr, MAI, CCIM, SR/WA
(Did Physically Inspect Property)
Texas General Real Estate Appraiser,
Certificate #TX-1320239-G

UNDERLYING ASSUMPTIONS AND CONTINGENT CONDITIONS

The appraiser assumes:

That the record owner has a marketable fee simple title to the subject property.

This report is submitted subject to the following contingent conditions:

1. No investigation of title to the property has been made, and the premises are assumed to be free and clear of all deeds of trust, leases, use restrictions and reservations, easements, cases or actions pending, tax liens, and bonded indebtedness, unless otherwise specified. The property has been appraised as though free and clear and under responsible ownership unless otherwise noted in the report.

2. No survey has been made as to mineral ownership, drilling or mining rights in the property. No representation as to these rights is made herein.

3. No survey, legal, or engineering analysis of this property has been made by use. It is assumed that the legal description and area computations furnished are accurate. We assume the existing boundaries to be correct, and assume no responsibility for any conditions not readily observable from our customary inspection of the premises, which might affect the valuation, excepting those items specifically mentioned in this report. This report assumes the condition of the property unchanged since the date of last field inspection.

4. This report is based in part upon information assembled from a wide range of sources, and therefore the incorporated data cannot be guaranteed in any fashion. An impractical and uneconomic expenditure of time would be required in attempting to furnish unimpeachable verification in all instances, particularly as to engineering, construction and structural data, title and use restrictions, zoning and proposed public or private projects in the area. Information, estimates, and opinions furnished to the appraiser, and contained in the report were obtained from sources considered reliable and believed to be true and correct. However, no responsibility for accuracy of such items furnished the appraiser can be assumed by the appraisers. The appraiser assumes no responsibility for independently verifying this information. If the client has any question regarding this information, it is the client's responsibility to seek whatever independent verification is deemed necessary.

5. We suggest that independent verification within these categories be accomplished as a prerequisite to any transaction involving sale, lease or other significant commitment of subject property, and that such verification be performed by the appropriate specialists.

6. The appraisers, by reason of this appraisal, are not required to give testimony or to be in attendance in court or at any governmental or other hearing with reference to the property without prior arrangements having been made with the appraisers relative to such additional employment.

7. The distribution of valuation between land and buildings applies only under the program of utilization and conditions stated in this report and is invalidated under any other program of utilization.

8. Disclosure of the contents of this appraisal report is governed by the By-Laws and Regulations of the Appraisal Institute.

9. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser or the firm with which he is connected, or any reference to the Appraisal Institute or to the MAI, SRPA, SRA, SREA, or RM designation) shall be disseminated to the public through advertising media, public relations media, news media, sales media or any other public means of communication without the prior written consent and approval of the undersigned.

10. Sketches are accurate only for purposes of approximation. They are in no way intended to be accurate engineer's drawings and should not be used as such.

11. Value is reported in dollars on the basis of the national economy prevailing on the date of appraisal.

12. That efficient management will exist in connection with the further use of the property.

13. That the property will be adequately maintained in a good physical condition.

14. The appraisers regard real estate as "...land, and structures of a permanent nature erected thereon. In general, all immovable things...".

15. It is assumed that applicable federal, state, and local land use statutes and zoning regulations permit use of the property for any lawful purpose.

16. Although an effort has been made to determine if the appraised property is subject to flooding, no responsibility is assumed for the accuracy of the maps and other information utilized for that purpose.

17. It is assumed that property inspected is in average physical condition, considering its age, location and nature of use, unless the appraisal specifies a different condition.

18. Typical mortgage financing as customarily secured for the type of property that is the subject of this appraisal is considered. If a favorable mortgage position is considered, it will be specifically identified in the report.

19. If any improvements were included in this appraisal, a careful visual inspection was made, and any deferred maintenance or apparent physical defects have been noted in the report. The appraisers, however, assume no responsibility for any hidden or unapparent conditions of the property, subsoil, or structures which would render it more or less valuable. No responsibility is assumed for engineering which might be required to discover such factors and no inspection of other walls or under floors have been made. It is assumed that there are no structural defects hidden by floor or wall coverings or any other hidden or unapparent conditions of the property; that all mechanical equipment and appliances are in good working condition; and that all electrical components and the roofing are in good condition. If the client has any questions regarding these items, it is the clients's responsibility to order the appropriate inspections. The appraiser does not have the skill or expertise needed to make such inspections. The appraiser assumes no responsibility for these items.

20. If the improvements are proposed construction or under construction, then the final value estimate is contingent upon completion according to plans, specifications, description of improvements, and applicable to building and safety codes.

21. Urea Formaldehyde Foam Insulation (UFFI) Warning: The United States Consumer Product Safety Commission (CPSC) has banned the future installation of Urea Formaldehyde Foam Insulation (UFFI), having determined that such insulation can present an unreasonable health risk to those exposed to it. The presence or absence of UFFI in this property has not been established. If UFFI is present, this appraisal is null and void.

22. The inspection of the property is for the sole purpose of determining value. An inspector registered with the Texas Real Estate Commission should be consulted if the purpose is to determine condition of structural, electrical, mechanical, plumbing, termites or other components and/or their relevance to property condition addendum in sales contract.

23. In this appraisal assignment, the existence of potentially hazardous materials, such as fuels and lubricants, used in the maintenance and repair of trucks and heavy equipment has not been considered. The appraiser is not qualified to detect such substances. We urge the client to retain an expert in this field if desired.

24. The appraisal of the Whole Property considered all factors willing, knowledgeable buyers and sellers would consider in negotiating the purchase price of the property except the influence of the proposed road project. This exception was made under the Jurisdictional Exception provision of the Uniform Standards of Professional Appraisal Practice.

25. The appraisal of the Remainder considered all factors willing, knowledgeable buyers and sellers would consider in negotiating the purchase price of the property including the use to which the part taken is to be put and the effects of the condemnation but excluded the effects of all non-compensable elements. Such exclusion is permitted under the Jurisdictional Exception provision to the Uniform Standards of Professional Appraisal Practice.

26. The property is appraised based on the extraordinary assumption that the caliche truck parking pad will be relocated at no expense to Mr. Garcia.

QUALIFICATION OF THE APPRAISER
JOHN H. MALCOM JR, MAI, CCIM, SR/WA

EDUCATION

College

University of Texas at Austin, B.B.A. Degree Finance
Southwest Texas State University

American Institute of Real Estate Appraisers

Exam 1A1- Real Estate Appraisal Principles - July 23, 1982
Exam 1A2- Basic Valuation Procedures - January 28, 1983
Exam 430 - Standards of Professional Practice, Part C - September 17, 2002
Exam - Online 7 Hour National USPAP Equivalent Course - 2/10/2005
Exam 1B-A Capitalization Theory and Techniques Part A - June 08, 1985
Exam 1B-B Capitalization Theory and Techniques Part B - June 15, 1985
Exam 3 - Rural Valuation - March 17, 1986
Exam 2-1 Case Studies - September 26, 1987
Exam 2-2 Report Writing Valuation & Analysis - October 3, 1987
Comprehensive Examination - Passed February 13, 1989
Exam - Feasibility, Market Value, Investment Timing: Option Value - October 23,2002

Commercial Investment Real Estate Institute

Exam CI 101 - Fundamentals Real Estate Investment & Taxation - October 4, 1991
Exam CI 201 - Market Analysis for Commercial Real Estate - June 12, 1992
Exam CI 301 - Decision Analysis for Commercial Real Estate - August 7, 1992
Exam CI 402 - Essentials of Marketing Commercial Property & Services - 9/23/1995
Comprehensive Examination - Passed January 28, 1993

International Right of Way Association

Course 100 - Principles of Land Acquisition - October 23, 1998
Course 103 - Ethics and the Right of Way Profession - February 15, 2000
Course 214 - Skills of Expert Testimony - February 18, 2000
Course 401 - Appraisal of Partial Acquisitions - June 18, 1999
Course 800 - Principles of Real Estate Law - March 28, 2001
Course 803 - Eminent Domain Law Basics / Right of Way Professionals - Feb. 16, 2000
Course 900 - Principles of Real Estate Engineering - October 19, 2000
Course 215 - Pipeline Right of Way Agents Development Program - October 16, 2001
Course 206 - Presentation Skills - 1/18/2002
Course 403 - Easement Valuation - 6/04/2004
Comprehensive Examination - Law Section - Completed March 31, 2001
Comprehensive Examination - Negotiation Section - Completed May 26, 2001
Comprehensive Examination - Appraisal Section - Completed June 25, 2001
Comprehensive Examination - Engineering Section - Completed October 18, 2001

PROFESSIONAL AFFILIATIONS

Member National Association of Realtors
Member Texas Association of Realtors
Member Greater McAllen Association of Realtors
Licensed Real Estate Broker State of Texas, #305134
Member Appraisal Institute, MAI Certificate #8467
Texas General Real Estate Appraiser, Certificate #TX-1320239-G
Commercial Investment Real Estate Institute, CCIM Certificate #4906
Senior Member, International Right of Way Association, SR/WA - Registration #4785

PROFESSIONAL EXPERIENCE: 1981 to Present - Real estate appraiser Professional Appraisal Service, Inc., Rio Grande Valley and South Texas. Experience includes appraisals of single and multi-family residential units, residential & office condominiums, office buildings, retail centers, motels, country clubs and golf courses, marinas, mobile home and recreational vehicle parks, warehouses, packing sheds, unimproved land, farms, ranches, grain elevators, residential, commercial, and industrial subdivisions, right-of-way appraisals, appraisals of partial interests (leased fee, sandwich leases, and leasehold estates). Qualified as expert witness for court testimony.

1977 - 1981 Account executive with New York Stock Exchange member of Rotan Mosle in McAllen, Texas. Responsible for investment analysis and portfolio management for individual clients.

CONTINUING EDUCATION - SEMINARS

2001 Eminent Domain Seminar, Current Legal Issues in Right of Way, San Marcos, Texas
2002 Eminent Domain Seminar, Current Legal Issues in Right of Way, San Marcos, Texas
2003 Eminent Domain Seminar, Current Legal Issues in Right of Way, San Marcos, Texas
2004 Eminent Domain Seminar, Current Legal Issues in Right of Way, San Marcos, Texas
2005 Eminent Domain Seminar, Current Legal Issues in Right of Way, San Marcos, Texas
2005 Introduction to GIS Applications for Appraisers - Online course completed 2/20/2005
2006 Eminent Domain Seminar, Current Legal Issues in Right of Way, San Marcos, Texas

AI-15982 **21.A.**

Collection Improvement Plan compliance evaluation

CC REGULAR

Date:	06/22/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Submitted For:	JD Salinas/Annette Muniz
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	County Clerk

Information

CAPTION

Discussion and action on the Collection Improvement Plan Compliance Evaluation.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/11/2009 02:12 PM	APRV
2	Ivan Cantu	Ivan Cantu	06/17/2009 01:43 PM	APRV
3	Auditor's Office		06/18/2009 05:09 PM	NEW

Form Started By: Monica Badillo — Started On: 06/11/2009 01:38 PM

Final Approval Date: 06/18/2009

AI-16012 **22.A.**

Application for Driveway Permit - Monica Acres Subdivision Pct. No. 3
CC REGULAR

Date:	06/22/2009
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	Colonia Access Program **Purchasing only:** CAP Pct.3

Information

CAPTION

Authorization for County Judge to sign TXDOT Application for Driveway Permit, Border Colonia Access Program - Subdivision Monica Acres Precinct No. 3.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 9-1312-431-00-123-470-1-XXX

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

BUDGETARY IMPACT:

For signatory purpose only. No fiscal impact to County. County Judge will sign.

Attachments

Link: Application for driveway permit Monica Acres

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvette Islas	Yvette Islas	06/17/2009 09:24 AM	APRV
2	Budget & Management	Veronica Lopez	06/17/2009 10:20 AM	APRV
3	Perla Lopez	Perla Lopez	06/17/2009 11:24 AM	APRV
4	Auditor's Office	Angela Garcia	06/18/2009 05:09 PM	APRV

Form Started By: Marcie Jackson — Started On: 06/15/2009 02:10 PM

Final Approval Date: 06/18/2009

MONICA ACRES SUBDIVISION

APPLICATION FOR DRIVEWAY PERMITS

Applicant's Name: Hidalgo County Phone No. 787-1891

Mailing Address: 301 East State, Pharr, Texas 78577

Entrance Location: Highway: S.H. 107 Which side of Hwy? East

Distance to nearest road or street intersection: 1660' North of 3 Mile Road

Type (Asphalt) Caliche Concrete Gravel Other: _____

[ ] Residential [ ] Commercial [X] Public

Frontage of property along the hwy: 330 Width of drive(s): 24' Radius: 15'

Distance between proposed drives: - Ft. Drive near Expwy. Ramp: YES or (NO)

In city limits? YES or (NO) If yes, what city? _____

_____ _____

DATE PRINT NAME

Agapito Vargas/787-1891 _____

CONTACT PERSON/ PH.# SIGNATURE

*NOTE: NO PERMIT FEE IS REQUIRED TO OBTAIN DRIVEWAY PERMIT.
*NOTE: ALL MATERIALS SUCH AS ASPHALT, CALICHÉ, SLOPE ENDS, REINFORCED CONCRETE PIPES, ETC., MUST BE AT JOB SITE BEFORE STARTING JOB.

FOR DEPARTMENT USE ONLY:

Type of section: Curb and Gutter, Ditch Are side drains needed? YES or NO

Distance from ROW line to edge of pavement: _____ Ft.; Back of curb: _____Ft.

Control and Section No.:_____ Radius of drive to be _____Ft.

Size of Pipe _____X_____ Are safety ends to be provided by Dept.? YES or NO

Existing entrances to the property: Width: _____Ft. Radii: _____Ft.

Size of existing pipe _____X_____

Distance of existing drive from _____ lot line _____Ft.

Distance between existing and proposed drive(s): _____Ft.
Does public side road or Side Street adjoin this property? YES or NO

If yes, on which side of the property: _____Width of side road or street ROW: _____Ft.

Width of road or street R.O.W. to edge of surface: _____Ft. Turnout radius: _____Ft.

Width of road or street surface: _____Ft. Back of Curb: _____Ft.

Distance from side road or street R.O.W. to edge of surface: _____Ft. Back of Curb: _____Ft.

Size of pipe under existing side road or street: _____X_____

REMARKS: _____

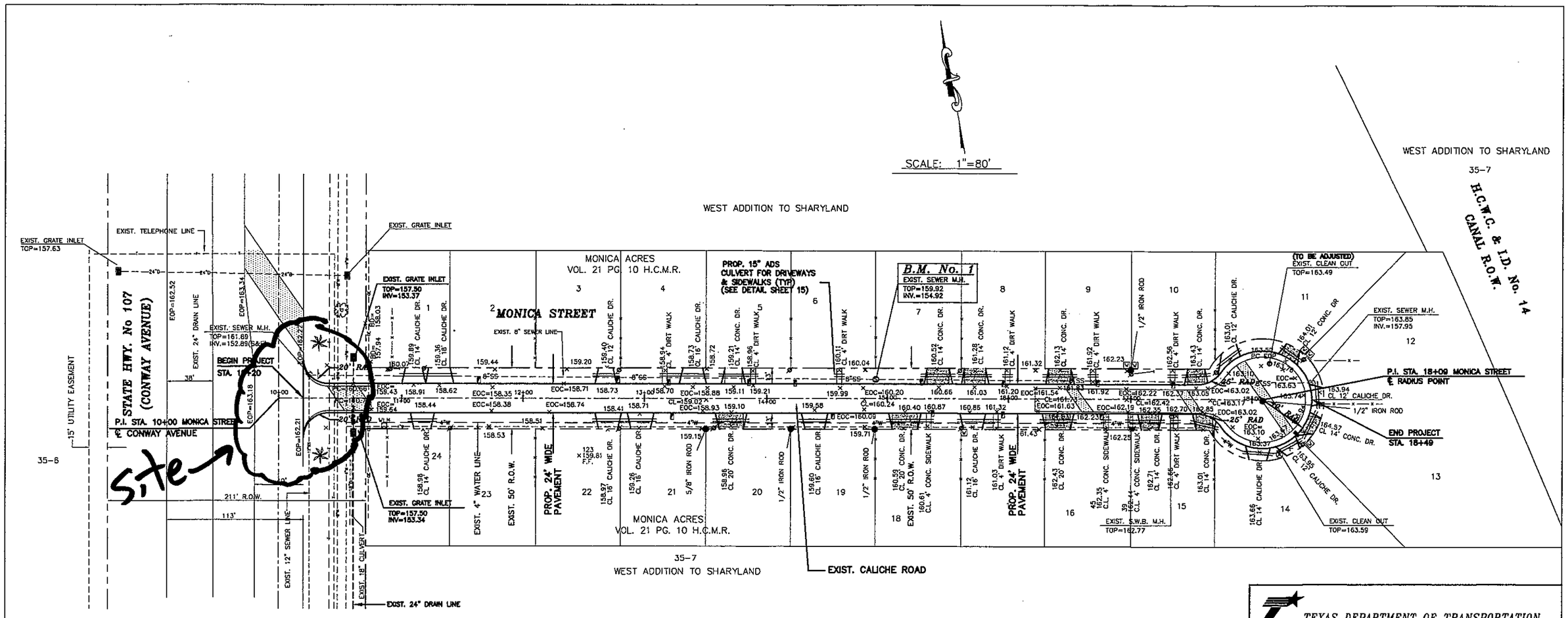
_____ _____

DATE DEPARTMENT INSPECTOR

_____ _____

DATE AREA ENGINEER

SCALE: 1"=80'



LEGEND

- EXIST. GUY WIRE
- EXIST. POWER POLE
- x BD=154.25 — EXIST. BARDITCH
- x EOP=155.20 — EXIST. EDGE OF PAVEMENT
- x CL=155.26 — EXIST. CENTER LINE
- EXIST. PALM TREE
- 18" — EXIST. 18" CULVERT
- FOUND ½ IRON ROD
- FOUND IRON PIPE
- MAILBOX
- BRICK MAILBOX
- TELEPHONE PEDESTAL
- WATERLINE METER
- WV — WATERLINE VALVE
- WLM — WATERLINE MARKER
- EXIST. GRATE INLET
- EXIST. CLEAN OUT
- EXIST. SEWER MANHOLE
- EXIST. SOUTH WESTERN BELL MANHOLE
- EXIST. FENCE
- EXIST PAVEMENT
- PAVEMENT
- CONCRETE DRIVEWAY
- CALICHE PAVEMENT

B.M. No. 1
ELEVATION=159.92
X-MARK IN SEWER MANHOLE

NOTE: DRAINAGE PATTERNS TO REMAIN THE SAME. DRAINAGE TO BE MAINTAINED AS PER EXISTING CONDITIONS.

STATE OF TEXAS
JAVIER HINOJOSA
74808
PROFESSIONAL ENGINEER
REGISTERED
6/15/09

TEXAS DEPARTMENT OF TRANSPORTATION

JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS
416 E. DOVE AVENUE McALLEN, TEXAS 78504
PHONE (956) 668-1588

MONICA ACRES SUBDIVISION
PROJECT LAYOUT
HIDALGO COUNTY TEXAS

DN:		FED. RD DIV. NO.	STATE	FEDERAL AID PROJECT NO.			HIGHWAY NO.
CK DN:			TEXAS				
DW:		STATE DIST. NO.	COUNTY	CONTROL NO.	SECT. NO.	JOB NO.	SHEET NO.
CK DW:			HIDALGO			081005	6
TR:							
CK TR:							

AI-16097 **23.A.**

FEMA Cat C Reimbursments

CC REGULAR

Date:	06/22/2009
Submitted By:	Rolando Garcia, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

1. Approval of Certification of Revenues as certified by the County Auditor for the FEMA Category C Road reimbursements in the amount of $929,970.86.

2. Approval of appropriation of FEMA Category C Road reimbursements funds to the respective Precincts in the total amount of $929,970.86.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:**

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

BUDGETARY IMPACT:

Appropriation of funds in the amount of $929,970.86.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Rey Salazar	Rey Salazar	06/18/2009 10:45 AM	APRV
2	Manuel Chapa	Manuel Chapa	06/18/2009 11:28 AM	APRV
3	Budget & Management	Veronica Lopez	06/18/2009 01:23 PM	APRV
4	Auditor's Office		06/18/2009 05:09 PM	NEW

Form Started By: Rolando Garcia Started On: 06/18/2009 09:38 AM

Final Approval Date: 06/18/2009

AI-15902 **23.B.**

Vine Grant Renewal FY 2010 & Budget Amendment

CC REGULAR

Date:	06/22/2009
Submitted By:	Manuel Chapa, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

1. Discussion, consideration and action to enter into The Texas VINE Annual Maintenance Grant Contract - fiscal year 2010 with the Office of the Attorney General of Texas and authorization for County Judge to sign the required documents.

2. Approval of Certification of Revenues as certified by the County Auditor for the Texas VINE Annual Maintenance Grant.

3. Approval of of appropriation of funds for the Texas VINE Program in the amount of $30,108.00.

4. Discussion, consideration and action to enter into a Service Agreement Renewal between Appriss and Hidalgo County for the period of September 1, 2009 to August 31, 2010 in the amount of $30,108.00 and authorization for County Judge to sign the required documents.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 9-1283-415-00-200-005-0-336

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

BUDGETARY IMPACT:

Appropriation of the Texas Vine Program grant in the amount of $30,108.00

Revenue account# 9-1283-334-10-200-005-0-000 - Texas Vine Program Revenue.

Attachments

Link: Maintenance Grant Contract FY 2010

Link: R-06 Service Agreement Renewal Notice

Link: certification of revenue letter

Link: Budget Amendment

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status

1	Manuel Chapa (Originator)	Manuel Chapa	06/18/2009 01:37 PM	APRV
2	Budget & Management	Veronica Lopez	06/18/2009 03:07 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	06/18/2009 05:06 PM	APRV
4	Auditor's Office		06/18/2009 05:09 PM	NEW

Form Started By: Manuel Chapa

Started On: 06/09/2009 08:49 AM

Final Approval Date: 06/18/2009

ATTORNEY GENERAL OF TEXAS

GREG ABBOTT

RECEIVED

MAY 06 2009

COUNTY JUDGE

May 5, 2009

The Honorable J. D. Salinas
Hidalgo County Judge
100 East Cano, 2nd Floor
Edinburg, Texas 78539

Dear Judge Salinas:

On behalf of the Attorney General, we are pleased to provide Hidalgo County with an opportunity to continue participating in the Texas statewide Victim Information and Notification Everyday (VINE) system beginning on September 1, 2009 and ending on August 31, 2010. The program provides an invaluable safety net for crime victims and a useful tool for criminal justice and victim service professionals.

Judge, it is important for you to be aware of the County's duties and responsibilities described in the *Maintenance Grant Contract.* Please refer specifically to the following sections:

- Section 3 - **COUNTY'S CONTRACTUAL SERVICES**
- Section 8 - **TERMINATION** and Subsection 8.1 - **Termination for Convenience**
  If you determine Hidalgo County will not continue participation during Fiscal Year 2010, it is necessary for you to advise this office and Appriss, in writing by **June 30, 2009**, of your intention to withdraw.
- **Exhibits A** and **B** attached to the Texas SAVNS Maintenance Grant Contract

Enclosed you will find the following documents:

Three (3) original copies of the Fiscal Year 2010 Texas SAVNS Maintenance Grant Contract.

All three enclosed contract documents must be signed by you (in blue ink if possible) and returned to us in a complete package to: Mr. Chris Gersbach, Office of the Attorney General (OAG), 300 West 15th Street – MC:004, Austin, Texas 78711. The documents must arrive no later than **June 30, 2009**. Upon approval by the OAG, an executed copy of the contract will be returned along with forms and instructions on the proper invoicing process.

Appriss, the certified Texas VINE vendor will be sending you three original Renewal Notice Agreements for Fiscal Year 2010. Please return one signed original Services Agreement to Appriss, keep a signed original for your records, and send the third signed original to this office under separate cover.

Thank you for your on-going support of Texas SAVNS/VINE. If you have any questions, please contact Mr. Chris Gersbach at 512-936-1653 or by e-mail at chris.gersbach@oag.state.tx.us.

Sincerely,

Debra F. Owens

Debra F. Owens, Director
Grants Administration Division

SAVNS MAINTENANCE GRANT CONTRACT BETWEEN THE OFFICE OF THE ATTORNEY GENERAL AND HIDALGO COUNTY FOR THE STATE FISCAL YEAR 2010

OAG Contract No. 1012335

THIS GRANT CONTRACT is executed between the Office of the Attorney General of Texas (OAG) and Hidalgo County (COUNTY). The Office of the Attorney General and COUNTY may be referred to in this contract individually as a "Party" and collectively as the "Parties."

SECTION 1. PURPOSE OF THE CONTRACT

The purpose of the OAG SAVNS grant program is to maintain Texas counties in a statewide system that will provide relevant offender release information, notification of relevant court settings or events, promote public safety and support the rights of victims of crime. To accomplish the public purpose, the OAG will reimburse COUNTY for certain cost incurred in the implementation and operation of its portion of the statewide crime victim notification service *("SAVNS")*. To ensure a standard statewide service to all interested counties, including COUNTY, the OAG will reimburse COUNTY for eligible expenses related to services delivered to COUNTY by the vendor certified by the OAG to provide certain services to the COUNTY.

A Request for Proposals (RFP) for Statewide Automated Victim Services was published November 28, 2005. After an evaluation of proposals, the OAG identified and certified a single vendor to provide statewide automated victim services. The certification is stated in that certain document dated January 13, 2006, as renewed until August 31, 2009, by document dated June 25, 2007, and entitled: *Vendor Certification for the Statewide Automated Victim Notification Service*. This document is hereinafter referred to as the "Certification" and is expressly incorporated herein by reference. The vendor certified to provide the services is Appriss, Inc., a Kentucky corporation authorized to do business in Texas ("Certified Vendor").

SECTION 2. SERVICE PERIOD (TERM) OF THE CONTRACT

2.1 Service Period (Term). The Service Period (Term) of this contract shall commence on the later of September 1, 2009 or the date of the signature by the OAG executing this contract, (being the date shown on this contract as the date executed by OAG); and unless terminated earlier as provided by another provision of this contract, this contract will terminate August 31, 2010.

2.2 Option to Extend Service Period (Term). This contract may be extended for an additional Service Period (Term) by a written amendment executed with the same formalities as this contract. Extending the Service Period (Term) does not increase the contract amount. Any increase in the contract amount must also be by written amendment executed with the same formalities as this contract.

SECTION 3 COUNTY'S CONTRACTUAL SERVICES

3.1. County Services Agreement. COUNTY will execute a "County Services Agreement," a contractual agreement, with the Certified Vendor to provide services consistent with the Certification document. The County Services Agreement will include terms and conditions that are intended to provide the COUNTY such rights and remedies as are necessary to ensure the delivery of the services from the Certified Vendor in accordance with the Scope of Services as stated in this contract and the Certification document.

For the convenience of COUNTY, a template services agreement will be made available to COUNTY. The OAG is not acting as an attorney for the COUNTY, therefore the COUNTY is advised to have attorneys of its choice to review and modify the template services agreement to protect the interest of the COUNTY and to ensure that the appropriate level of services will be delivered.

3.2 County Maintenance Plan. COUNTY agrees to maintain the services in a manner consistent with the "County Maintenance Plan." The COUNTY will establish and maintain a COUNTY Maintenance Plan that at a minimum is designed to:

3.2.1. Make available offender information that is timely, accurate and relevant to support the victim notification services;

3.2.2 Verify the Certified Vendor's performance according to County Services Agreement;

3.2.3 Satisfactorily discharge COUNTY obligations as described in the County Services Agreement; and

3.2.4 Identify and dedicate COUNTY staff, resources and equipment necessary to maintain the services in the County Services Agreement.

3.3 County Service Levels. In addition to other service levels that COUNTY may impose, COUNTY will inspect, monitor and verify the performances required of the Certified Vendor. COUNTY will inspect, monitor and verify the performances required of the Certified Vendor as provided in the COUNTY Services Agreement as well as this contract. In particular, COUNTY will:

3.3.1. Execute a COUNTY Services Agreement Renewal Notice with the Certified Vendor, for the Service Period (Term) that coincides with the Service Period (Term) of this contract.

3.3.2. Verify that the COUNTY input data (the jail and court data elements used by the SAVNS system) is entered accurately and in a timely basis. The standard to define whether the data is timely and accurate should be determined by the County Auditor or the person in the COUNTY who assumes these independent responsibilities if other than the Auditor.

3.3.3. Establish a COUNTY VINE log for the purpose of recording all problems noted with the system; to whom the problem was referred, and when the problem was resolved.

3.3.4. Provide periodic written reports (forms provided by OAG) describing COUNTY monitoring, findings, usage, problems and observations as requested by the OAG.

3.3.5. The County Judge may delegate the responsibility for assuring these activities are

accurately reported to the County Auditor or the person in the COUNTY who assumes these independent responsibilities if other than the Auditor.

3.3.6. Allow on-site monitoring visits to be conducted by OAG or its authorized representative.

3.4 Cooperation with Statewide Stakeholders. COUNTY will reasonably cooperate with and participate in Statewide Stakeholders meetings and efforts to monitor and improve the SAVNS services on a statewide basis. COUNTY may reasonably agree to designate third-parties to assist the OAG, COUNTY and the other Statewide Stakeholders, in the overall monitoring, inspection and verification of the Certified Vendor's performances.

3.5 Support of Statewide Deliverables. COUNTY will reasonable cooperate with the OAG in implementing the Statewide deliverables. The "Statewide Deliverables" describe the services and structure of the victim notification system on a statewide basis. The OAG may update or modify the Statewide Deliverables from time to time, with the appropriate input from the Statewide Stakeholders Committee. The Statewide Deliverables are incorporated herein by reference. To the extent the Statewide Deliverables are relevant to this SAVNS Maintenance contract, the Statewide Deliverables, include, but are not limited to, the following:

S-01	Service Specification
S-02	Questionnaire Template
S-03	Statewide Implementation Plan
S-04	Stakeholder Communication Plan
S-05	Call Center Infrastructure
S-06	County Implementation Plan Template
S-07	Web Sites(s)
S-08	Statewide Promotions Package
S-09	Internal Test Guide
S-10	Statewide Implementation Status Reports
S-11	Service Level Standards
S-12	Service Performance Reports
V-01	Vendor Certification

3.5 County Deliverables. The "County Deliverables" reflect the Statewide Deliverables, as customized to meet the specific needs of COUNTY. The County Deliverables, both general and as customized, are incorporated herein by reference. COUNTY implements the County Deliverables through the County Services Agreement. To the extent the County Deliverables are relevant to this SAVNS Maintenance contract, the County Deliverables include, but are not limited to, the following:

C-02	County Implementation Plan
C-03	County Infrastructure
C-04	Application Interface
C-05	Customer Verification Plan
C-06	County Support Document
C-07	County Promotions Package
C-08	Production Notice
C-09	County Web Access

3.6 Data Extract. To the extent permitted by law, COUNTY agrees to provide the OAG with a copy of data transmitted by COUNTY to the Certified Vendor. COUNTY authorizes the Certified Vendor to directly provide such data to the OAG. The Parties agree that this data may be used to monitor COUNTY performance and the Certified Vendor's performance. This data may be used for such other purposes allowed by law. The data will be provided in such electronic format (including, but not limited to, an XML extract) as requested by the OAG.

3.7 Scope of Services. For the purpose of this contract, the requirements, duties and obligations contained in Section 3 of this contract are collectively referred to as the "Scope of Services". As a condition of reimbursement, COUNTY agrees to faithfully, timely and in a good-and-workman-like manner implement and maintain the services in compliance with the Scope of Services. **COUNTY** shall bear full and sole responsibility for the integrity of the fiscal and programmatic management of its SAVNS program.

SECTION 4 REQUIRED REPORTS

4.1 Required Reports; Form of Reports; Filings with OAG. COUNTY shall forward to the OAG, the applicable reports on forms as specified by the OAG. COUNTY shall establish procedures to ensure that it files each document or form required by the OAG in an accurate and timely manner. Unless filing dates are given herein, all other reports and other documents that COUNTY is required to forward to the OAG shall be promptly forwarded. From time to time, the OAG may require additional reports or statistical information from COUNTY.

4.2 Audit Reports and Other Documents. COUNTY shall submit to the OAG two (2) bound copies of any and all applicable audit reports, management letters, and management responses. Such reports, letters, and responses must be submitted on or before whichever of the following dates occurs first:

a. Thirty (30) days after the issuance of the audit report; or

b. Within nine (9) months after the end of the audited fiscal year for that COUNTY whose fiscal year begins on or after October 1.

4.3 Cooperation. COUNTY shall cooperate fully in any social studies, fiscal or programmatic monitoring, auditing, evaluating, and other reviews pertaining to services rendered by Certified Vendor which may be conducted by the OAG or its designees.

SECTION 5 FINANCIAL MATTERS AND REIMBURSEMENTS

5.1 Exhibit A – Allowable Expenditure Amount. COUNTY shall immediately review the allowable expenditures as shown on Exhibit A

5.2 Time Period and Form of Invoice. The OAG's liability to pay and the COUNTY's ability to seek reimbursement will be in (1) time-period of up to 12-months period of time. Upon submission and approval of the COUNTY's request for reimbursement, the COUNTY will receive up to the full amount of "Total Grant Funds Available" as noted in Exhibit A. The payments made to COUNTY shall not exceed its actual and allowable allocable costs to provide the services under this contract. The OAG is under no obligation to reimburse COUNTY if supporting documentation is not provided on a timely basis.

Complete invoice submission instructions are described in the Texas VINE Program Request Procedures for

FY 2010 Maintenance Expenses packet. The form of any invoice for reimbursement of expenses submitted under this section must comply with such invoicing requirements and such detail and supporting documentation that the OAG may from time to time require. The OAG may from time to time require different or additional supporting documentation.

The COUNTY shall submit its claims for reimbursement to the OAG within twenty (20) calendar days following the end of the month that a reimbursable expenditure was incurred. The COUNTY may submit a make-up claim as a final close-out invoice not later than the earlier of (1) forty-five (45) calendar days after termination; or (2) forty-five (45) calendar days after the end of a state fiscal biennium.

5.3 Reimbursable Cost; Generally Upon evidence of satisfactory compliance with the terms and conditions of this contract, the OAG will reimburse COUNTY, subject to the limitation of liability in Exhibit A, for such actual, reasonable and necessary amounts expended in the performance of this contract. Only those costs allowable under applicable cost principles are eligible for reimbursement under this contract. The COUNTY acknowledges that it is a sub-recipient of state funds and/or federal funds. Therefore, the following cost principles, audit requirements, and administrative requirements shall apply if state funds are involved; (if federal funds are involved, there are additional requirements and attached exhibits):

Cost Principles	Administrative Requirements	Audit Requirements
OMB A-87 as modified by UGMS	OMB A-102 as modified by UGMS	OMB A-133 as modified by UGMS
Uniform Grant Management Standards (UGMS) pursuant to Texas Government Code Chapter 783	Uniform Grant Management Standards (UGMS) pursuant to Texas Government Code Chapter 783	Texas State Single Audit Circular

For purposes of this contract, the COUNTY shall comply with the applicable OMB Circulars with the following modifications: All references to "Federal Grantor Agency(ies)" shall be expanded to read "Federal or State Grant Agency(ies)." All references to "Federal Grant Funds" or "Federal Assistance" shall be expanded to read "Federal and State Assistance;" "Federal Law" shall be expanded to read "Federal or State Law;" and all references to "Federal Government" shall be expanded to read "Federal or State Government," as applicable.

To be eligible for reimbursement under this contract, a cost must have been incurred or obligated by the COUNTY within the applicable contract period prior to claiming reimbursement from the OAG. Costs incurred by the last day of the applicable contract term must be liquidated no later than 30 calendar days after the end of the applicable contract period. Before incurring any out-of-state travel expenses, the COUNTY must obtain prior written authorization for that travel from the OAG.

If the COUNTY expends $500,000 or more in state or federal financial assistance during its fiscal year, it shall arrange for a Single Audit of that fiscal year. The audit must be conducted by an independent auditor and must be in accordance with the applicable government auditing standards, the Texas State Single Audit Circular and the UGMS published by the Governor's Office of Budget and Planning. For the purposes of this contract, the audit provisions of OMB Circular A-133 shall apply to county contracting entities. If the COUNTY is expending less than $500,000 in total state or federal financial assistance during its fiscal year, it shall arrange for an annual independent financial audit in accordance with generally accepted government auditing standards of that fiscal year.

5.4 No Supplanting. COUNTY will not supplant [use funds from this contract to replace or substitute existing funding from other sources that also supports the activities that are the subject of this contract] but rather shall use funds from this contract to supplement existing funds. COUNTY shall use the funds from this contract to increase state or local funds currently available for a particular activity. COUNTY will make a good faith effort to maintain its current level of support. COUNTY may be required to submit documentation substantiating that a reduction in local funding, if any, resulted for reasons other than receipt or expected receipt of funding under this contract.

5.5 Direct Deposit. The COUNTY may make a written request to the OAG to be placed on Direct Deposit status by completing and submitting to the OAG the State Comptroller's Direct Deposit Authorization Form. After the direct deposit request is approved by the OAG and the setup is completed on the Texas Identification Number System by the State Comptroller's Office, payment will be remitted by direct deposit and the OAG will discontinue providing the COUNTY with copies of reimbursement vouchers.

5.6 Excess Payments; Refund; Setoff. Payment under this contract will not foreclose the right of the OAG to recover excessive or unallowable payments from the COUNTY. The COUNTY shall refund to the OAG within thirty (30) calendar days from date of the OAG's request to repay the OAG any funds the COUNTY claimed and received from the OAG for the reimbursement of costs which are subsequently determined by the OAG to be ineligible for reimbursement.

The OAG will have the right to withhold all or part of any future payments to the COUNTY to offset any reimbursement made to the COUNTY for any excessive or ineligible expenditures not yet refunded to the OAG by COUNTY. The OAG may withhold reimbursement(s) from either this contract or an expired contract between the parties with the same funding source, in amounts necessary to fulfill the repayment obligations of the COUNTY.

5.7 Limited Pre-Reimbursement Funding to COUNTY. In lieu of the reimbursement processes addressed above, the OAG, may, at its sole discretion, provide limited pre-reimbursement funding for reimbursable expenses to COUNTY. This limited funding is not preferred and may be allowed upon submission of the following written documentation supporting the request:

a. A fully executed County Services Agreement Renewal Notice with the Certified Vendor for the time period covered by the pre-reimbursement funding request;

b. An invoice from the Certified Vendor which includes the dates covered under the Standard Maintenance Phase;

c. A completed OAG form titled Verification of Continuing Production;

d. An invoice to the OAG that complies with the requirements of the OAG Template Invoice; and

e. A written justification explaining the need for pre-reimbursement funding.

The COUNTY should submit an invoice to the OAG no sooner than forty-five (45) days and no later than thirty (30) days before the COUNTY'S obligation to pay matures. The OAG will not provide pre-reimbursement funds any sooner than thirty (30) calendar days prior to the payment becoming due and payable under the COUNTY Service Contract.

5.8 Purchase of Equipment; Maintenance and Repair; Title upon Termination. COUNTY shall follow UGMS or any other applicable OMB Circulars, with regard to usage of the contract funds to acquire equipment. COUNTY shall not give any security interest, lien or otherwise encumber any item of equipment purchased with contract funds. COUNTY shall permanently identify all equipment purchased under this

contract by appropriate tags or labels affixed to the equipment and to maintain a current inventory of all equipment or assets, which is available to the OAG at all times upon request.

COUNTY will administer a program of maintenance, repair, and protection of equipment or assets under this contract so as to ensure the full availability and usefulness of such equipment or assets. In the event COUNTY is indemnified, reimbursed, or otherwise compensated for any loss of, destruction of, or damage to the assets provided under this contract, it shall use the proceeds to repair or replace said equipment or assets.

To the extent that the OAG reimburses COUNTY for its purchase of equipment and supplies with funds from this contract, COUNTY agrees that upon termination of the contract, title to or ownership of all such purchased equipment and supplies, at the sole option of the OAG, shall remain with the OAG.

5.9 Grant Contract Not Entitlement or Right. COUNTY understands and agrees that reimbursement from grant funds is not an entitlement or right and that it may not be reimbursed for such actual, reasonable and necessary amounts and costs incurred or expenses paid unless the COUNTY strictly complies with all terms, conditions, and provisions of this contract.

SECTION 6. OBLIGATIONS OF THE OFFICE OF THE ATTORNEY GENERAL

6.1 Reimbursable Amount and Limitation of Liability. Those provisions of this contract are contained in the attached Exhibit A. The OAG is not obligated to reimburse expenses that are incurred prior to the commencement of this contract or after the termination of this contract.

The parties stipulate and agree that any act, action or representation by either party, their agents or employee that purports to increase the liability of the OAG is void, without first executing a written amendment to this contract specifically amending this provision. The parties acknowledge and agree that nothing in this contract will be interpreted to create an obligation or liability in excess of the funds currently stated in this contract.

6.2 Funding Limitation. The parties stipulate and agree that funding for this contract is subject to the actual receipt of grant funds (state and/or federal) appropriated to the OAG and such funds are sufficient to satisfy all of OAG's duties, responsibilities, obligations, liability, and for reimbursement of all expenses, if any, as set forth in this contract or arising out of any performance pursuant to this contract. The parties further stipulate and agree that the grant funds, if any, received from the OAG are limited by the term of each state biennium and by specific appropriation authority to the OAG for the Purpose of this contract.

SECTION 7. SUBMISSION OF INFORMATION TO THE OAG

The OAG will designate methods for submission of information to the OAG by COUNTY. The OAG may require submission of information via facsimile or in an electronic format, including via the internet and/or a web-based data collection method. Unless otherwise indicated by the OAG in writing, the submission of information to the OAG will be by hard-copy to the addresses listed as follows:

7.1 **Information, Excluding Invoices.** All correspondence, reports or notices, except invoices, must be submitted to:

Grants Management
Office of the Attorney General
Grants Administration Division, Mail Code 004
Post Office Box 12548
Austin, Texas 78711-2548

7.2 **Invoices.** All invoices must be submitted to:

Grants Financial Management
Office of the Attorney General
Grants Administration Division, Mail Code 004
Post Office Box 12548
Austin, Texas 78711-2548

SECTION 8. TERMINATION

8.1 **Termination for Convenience.** Either Party may, in its sole discretion, terminate this contract in whole or in part, without recourse, liability or penalty, upon thirty (30) calendar days notice to other party.

8.2 **Termination for Cause** In the event that COUNTY fails to perform or comply with an obligation of the terms, conditions and provisions of this contract, the OAG may, upon written notice of the breach to COUNTY, immediately terminate all or any part of this contract. Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law, or under this contract.

8.3 **Rights Upon Termination or Expiration.** Upon termination or expiration of this contract, the OAG will not reimburse COUNTY, if after the notice of termination or expiration of this contract, the COUNTY thereafter receives services from the Certified Vendor.

If the COUNTY terminates for convenience under Section 8.1, or if the OAG terminates under Section 8.2 before the purpose of this contract is accomplished, then the OAG may require the COUNTY to refund all or some of the grant funds paid under this contract.

The following terms and conditions survive the termination or expiration of this contract: Section 3.6 - Data Extract; Section 4 - Required Reports; Sections 5.2, 5.3, 5.4, 5.6 and 5.8 – Financial Matters and Reimbursements; Section 6 – Reimbursable Amount and Limitation of Liability; Section 9 - Records Retention and Access; Audit Requirements; Sections 11.1, 11.2, 11.6 and 11.7 – Special Terms and Conditions, Section 12 – Construction of Contract and Amendments.

Upon the OAG request, the COUNTY shall deliver to the OAG all work product, deliverables, equipment, all files, records, reports, data, intellectual property license or right and other documents obtained, used, prepared or otherwise developed by COUNTY in the performance of the scope of work authorized by this contract shall vest in the OAG, and upon request of the OAG shall be delivered to the OAG within thirty (30) business days after expiration or termination. The OAG is granted the unrestricted right to use, copy, modify, prepare derivative works, publish and distribute, at no additional cost to the OAG, in any manner the OAG deems appropriate in its sole discretion, any component of the work product or other deliverable made the subject of this contract.

8.4 Notice to Certified Vendor. Any termination of this contract will also be forwarded by the terminating party to the Certified Vendor.

SECTION 9. RECORDS RETENTION AND ACCESS; AUDIT RIGHTS.

9.1 Duty to Maintain Records. COUNTY shall maintain adequate records to support its charges, procedures, and performances to OAG for all work related to this Contract. COUNTY also shall maintain such records as are deemed necessary by the OAG, OAG's auditor, the OAG and auditors of the State of Texas, the United States, or such other persons or entities designated by the OAG, to ensure proper accounting for all costs and performances related to this contract.

9.2 Records Retention COUNTY shall maintain and retain for a period of four (4) years after the submission of the final expenditure report, or until full and final resolution of all audit or litigation matters which arise after the expiration of the four (4) year period after the submission of the final expenditure report, whichever time period is longer, such records as are necessary to fully disclose the extent of services provided under this contract, including but not limited to any daily activity reports and time distribution and attendance records, and other records that may show the basis of the charges made or performances delivered.

9.3 Audit Trails. COUNTY shall maintain appropriate audit trails to provide accountability for updates to mission critical information, charges, procedures, and performances. Audit trails maintained by COUNTY will, at a minimum, identify the supporting documentation prepared by COUNTY to permit an audit of the system by tracing the activities of individuals through the system. COUNTY's automated systems must provide the means whereby authorized personnel have the ability to audit and to verify contractually required performances and to establish individual accountability for any action that can potentially cause access to, generation of, or modification of confidential information. COUNTY agrees that COUNTY's failure to maintain adequate audit trails and corresponding documentation shall create a presumption that the services or performances were not performed.

9.4 Access. COUNTY shall grant access to and make available copies of all data extracts described in Section 3.6, as well as all paper and electronic records, books, documents, accounting procedures, practices, and any other items relevant to the performance of this contract and the operation and management of COUNTY to the OAG, the State of Texas, the United States, or such other persons or entities designated by OAG for the purposes of inspecting, auditing, or copying such items. All records, books, documents, accounting procedures, practices, and any other items, in whatever form or media, relevant to the performance of this contract shall be subject to examination or audit in accordance with all contract performances and duties, all applicable state and federal laws, regulations or directives, by the OAG, the State of Texas, the United States, or such other persons or entities designated by OAG. COUNTY will direct any contractor to discharge COUNTY's obligations to likewise permit access to, inspection of, and reproduction of all books and records of the subcontractor(s) that pertain to this contract.

COUNTY shall provide physical access, without prior notice, and shall direct any contractor and subcontractor to likewise grant physical access to all program delivery sites to representatives of the State of Texas and/or the OAG and its designees.

9.5 Location. Any audit of documents listed in Section 9.4 shall be conducted at the COUNTY's principal place of business and/or the location(s) of the COUNTY's operations during the COUNTY's normal business hours and at the OAG's expense. COUNTY shall provide to OAG and such auditors and inspectors as OAG may designate in writing, on COUNTY's premises (or if the audit is being performed of a

subcontractor, the subcontractor's premises if necessary) space, office furnishings (including lockable cabinets), telephone and facsimile services, utilities and office-related equipment and duplicating services as OAG or such auditors and inspectors may reasonably require to perform the audits described in this Section 9.

9.6 Reimbursement. If an audit or examination reveals that COUNTY's invoices for the audited period are not accurate, COUNTY shall promptly reimburse OAG for the amount of any overcharge, unallowable or excessive amount.

9.7 Reports. COUNTY shall provide to OAG periodic status reports in accordance with OAG's audit procedures regarding COUNTY's resolution of any audit-related compliance activity for which COUNTY is responsible.

SECTION 10. GENERAL TERMS AND CONDITIONS

10.1 Federal and State Laws, Rules and Regulations, Directives, Guidelines, OMBs, UGMA, UGMS, and Other Relevant Authorities. COUNTY agrees to comply with all applicable federal and state laws, rules and regulations, directives, guidelines, OMB circulars, or any other authorities relevant to the performance of COUNTY under this contract, including any authorities relating to programmatic, financial, accounting auditing and/or funding. COUNTY agrees to comply with applicable laws, executive orders, regulations and policies as well as the Uniform Grant Management Act of 1981 (UGMA), Texas Government Code, Chapter, 783, as amended, and UGMS, as amended by revised federal circulars incorporated in UGMS by the Governor's Budget and Planning Office. COUNTY also shall comply with all applicable federal and state assurances and certifications contained in UGMS, Part III, State Uniform Administrative Requirements for Grants and Cooperative Agreements, Subpart A, §14, State Assurances.

10.2 Licenses, Certifications and other Authorizations. COUNTY agrees that it has obtained all licenses, certifications, permits and authorizations necessary to perform the responsibilities of this contract and currently is in good standing with all regulatory agencies that regulate any or all aspects of COUNTY's business or operations. COUNTY agrees to comply with all applicable licenses, legal certifications, inspections, and any other applicable local ordinance, state, or federal laws.

10.3 Certifications and Assurances. Exhibit B, attached hereto and incorporated herein, and is applicable to this contract. COUNTY agrees to strictly comply with the requirements and obligation described in Exhibit B.

10.4 Conflicts of Interest; Disclosure of Conflicts. COUNTY has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or employee of the OAG, at any time during the negotiation of this contract or in connection with this contract, except as allowed under relevant state or federal law. COUNTY will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. COUNTY will operate with complete independence and objectivity without actual, potential or apparent conflict of interest with respect to their performance under this contract. COUNTY must disclose, in writing, within fifteen (15) calendar days of discovery, any existing or potential conflicts of interest relative to their performance under this contract.

SECTION 11 SPECIAL TERMS AND CONDITIONS

11.1 Independent Contractor Status; Indemnity and Hold Harmless Agreement. COUNTY expressly agrees that it is an independent contractor and under no circumstances shall any owners, incorporators, officers, directors, employees, or volunteers of COUNTY be considered a state employee, agent, servant, joint venturer, joint enterpriser or partner of the OAG or the State of Texas. COUNTY agrees to take such steps as may be necessary to ensure that each contractor of COUNTY will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, joint enterpriser or partner of OAG.

All persons furnished, used, retained, or hired by or on behalf of COUNTY or any of their contractors shall be considered to be solely the employees or agents of COUNTY or the contractors. COUNTY shall be responsible for ensuring that there is payment of any and all appropriate payments, such as unemployment, workers compensation, social security, any benefit available to a state employee as a state employee, and other payroll taxes for such persons, including any related assessments or contributions required by law.

To the extent allowed by law, COUNTY or contractors are responsible for all types of claims whatsoever due to the actions or performance under this contract, including, but not limited to, the use of automobiles or other transportation, taken by its owners, incorporators, officers, directors, employees, volunteers or any third parties and COUNTY and/or contractors will indemnify and hold harmless the OAG and/or the State of Texas from and against any and all claims arising out of their actions or performance under this contract. To the extent allowed by law, COUNTY agrees to indemnify and hold harmless the OAG and/or the State of Texas from any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses, that arise from or are occasioned by the negligence, misconduct, or wrongful act or omission of the COUNTY, its employees, representatives, agents, or subcontractors in their performance under this contract.

11.2 Publicity; Intellectual Property. It is expressly agreed that COUNTY may not name the OAG in general or the Attorney General of the State of Texas specifically, in any publication, promotion, marketing, media release, public service announcement, or any other type of communication by COUNTY (nor may COUNTY authorize anyone else to do so), without the express written consent of the OAG.

COUNTY understands and agrees that where funds obtained under this contract may be used to produce original books, manuals, films, or other original material and intellectual property, COUNTY may copyright such material subject to the royalty-free, non-exclusive, and irrevocable license which is hereby reserved by the OAG and COUNTY hereby grants to the OAG or the state (or federal government, if federal funds are expended in this grant) government. The OAG is granted the unrestricted right to use, copy, modify, prepare derivative works, publish and distribute, at no additional cost to the OAG, in any manner the OAG deems appropriate in its sole discretion, any component of such intellectual property made the subject of this contract.

11.3 No Solicitation or Receipt of Funds on Behalf of OAG. It is expressly agreed that any solicitation for or receipt of funds of any type by COUNTY is for the sole benefit of COUNTY and is not a solicitation for or receipt of funds on behalf of the OAG or the Attorney General of the State of Texas.

11.4 No Subcontracting or Assignment Without Prior Written Approval of OAG. COUNTY may not subcontract or assign any of its rights or duties under this contract without the prior written approval of the OAG. It is within the OAG's sole discretion to approve any subcontracting or assignment.

11.5 No Grants to Certain Organizations. Consistent with the OAG's Appropriation, Rider 12, in H.B. No. 1, Article I, Strategy C.1.2, Victims Assistance, 80th Leg. Reg. Sess. (2007), COUNTY confirms that by executing this contract that it does not make contributions to campaigns for elective office or endorse candidates.

11.6 No Waiver of Sovereign Immunity. To the extent allowed by law, the Parties agree that no provision of this contract is in any way intended to constitute a waiver by the OAG or the State of Texas of any immunities from suit or from liability that the OAG or the State of Texas may have by operation of law.

11.7 Governing Law; Venue. This contract is made and entered into in the State of Texas. This contract and all disputes arising out of or relating thereto shall be governed by the laws of the State of Texas, without regard to any otherwise applicable conflict of law rules or requirements.

Except where state law establishes mandatory venue, and to the extent allowed by law, COUNTY agrees that any action, suit, litigation or other proceeding (collectively "litigation") arising out of or in any way relating to this contract shall be commenced exclusively in the Travis County District Court or the United States District Court in the Western District, Austin Division, and to the extent allowed by law, hereby irrevocably and unconditionally consent to the exclusive jurisdiction of those courts for the purpose of prosecuting and/or defending such litigation. To the extent allowed by law, COUNTY hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that COUNTY is not personally subject to the jurisdiction of the above-named courts, the suit, action or proceeding is brought in an inconvenient forum and/or the venue is improper.

SECTION 12 CONSTRUCTION OF CONTRACT AND AMENDMENTS

12.1 Construction of Contract. The provisions of Section 1 are intended to be a general introduction to this contract. To the extent the terms and conditions of this contract do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this contract.

12.2 Entire Agreement, including Exhibits A and B and Incorporated Documents. This contract, including Exhibits A and B, and any other documents incorporated by reference, reflects the entire agreement between the Parties with respect to the subject matter therein described, and there are no other representations (verbal or written), directives, guidance, assistance, understandings or agreements between the Parties relative to such subject matter. Exhibit A and B are attached and incorporated herein. By executing this contract, COUNTY agrees to strictly comply with the requirements and obligations of this contract, including Exhibits A and B and any other documents incorporated by reference.

12.3 Amendment. This contract shall not be modified or amended in any way except in writing, signed by an authorized person of the Parties for that express purpose. Any properly executed modifications or amendments of this contract shall be binding upon the Parties and it presumed to be supported by adequate consideration. Any attempted modification or amendment of this contract that does not comply with this Section will be deemed voidable at the sole option of the OAG.

12.4 Partial Invalidity; Non-waiver. If any term or provision of this contract is found to be illegal or unenforceable, such construction shall not affect the legality or validity of any of its other provisions. The illegal or invalid provision shall be deemed severable and stricken from the contract as if it had never been incorporated herein, but all other provisions shall continue in full force and effect. The failure of any Party to

insist upon strict performance of any of the terms or conditions herein, irrespective of the length of time of such failure, shall not be a waiver of that party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this contract shall constitute a consent or waiver to or of any breach or default in the performance of the same or any other obligation of this contract.

12.5 Counterparts. This contract may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

12.6. Official Capacity. The Parties stipulate and agree that the signatories hereto are signing, executing and performing this contract only in their official capacity.

Office of the Attorney General of Texas	**Hidalgo County, Texas**
_____	_____
Attorney General or designee	**Judge J. D. Salinas**
_____	_____
Printed Name	**Printed Name**
Date: _____	**Date:** _____

EXHIBIT A

SAVNS MAINTENANCE GRANT CONTRACT BETWEEN THE OFFICE OF THE ATTORNEY GENERAL AND HIDALGO COUNTY FOR THE STATE FISCAL YEAR 2010

OAG Contract No. 1012335

Population Size: Large

The OAG will reimburse COUNTY for allowable SAVNS expenditures as follows:

Event	Cost for Jail	Cost for Courts	Maximum Number of Months	Total Grant Funds Available
Standard Maintenance Phase	$25,817	$ 4,291	12	$30,108

Service Period (Term). The Service Period (Term) of this contract is stated in Section 2.1 of the Contract.

The maximum number of months is provided above. If this contract does not commence before September 1, 2009, then the portion of any partial month thereafter will be a prorated amount of the monthly amount as determined by the OAG. The OAG is not obligated to pay for services prior to the commencement or after the termination of this contract.

Limitation of Liability of the OAG. The parties stipulate and agree that the total liability of the OAG to COUNTY for any type of liability directly or indirectly arising out of this contract and in consideration of COUNTY'S full, satisfactory and timely performance of all its duties, responsibilities, obligations, liability, and for reimbursement by the OAG to the COUNTY for expenses, if any, as set forth in this contract or arising out of any performance herein shall not exceed:

THIRTY THOUSAND ONE HUNDRED EIGHT and NO/100 ($30,108)

EXHIBIT B

**SAVNS MAINTENANCE GRANT CONTRACT BETWEEN
THE OFFICE OF THE ATTORNEY GENERAL
AND HIDALGO COUNTY
FOR THE STATE FISCAL YEAR 2010**

OAG Contract No. 1012335

**The Uniform Grant Management Standards ("UGMS"), Part III, Section _____.14;
Promulgated by the Office of the Governor, State of Texas,
Establish the following assurances applicable to recipients of state grant funds:**

(1) COUNTY must comply with Texas Government Code, Chapter 573, Vernon's 1994, by ensuring that no officer, employee, or member of the applicant's governing body or of the applicant's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.

(2) COUNTY must insure that all information collected, assembled or maintained by the applicant relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, Vernon's 1994, unless otherwise expressly prohibited by law.

(3) COUNTY must comply with Texas Government Code, Chapter 551, Vernon's 1994, which requires all regular, special or called meeting of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

(4) COUNTY must comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.

(5) No health and human services agency or public safety or law enforcement agency may contract with or issue a license, certificate or permit to the owner, operator or administrator of a facility if the license, permit or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.

(6) COUNTY that is a law enforcement agency regulated by Texas Government Code, Chapter 415, must be in compliance with all rules adopted by the Texas Commission on Law Enforcement Officer Standards and Education pursuant to Chapter 415, Texas Government Code or must provide the grantor agency with a certification from the Texas Commission on Law Enforcement Officer Standards and Education that the agency is in the process of achieving compliance with such rules.

(7) When incorporated into a grant award or contract, the standard assurances become terms or conditions for receipt of grant funds. COUNTY shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met.

8) COUNTY must comply with the Texas Family Code, Section 261.101 which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. COUNTY shall also ensure that all program personnel are properly trained and aware of this requirement.

(9) COUNTY will comply with all federal statutes relating to nondiscrimination. These include, but are not limited to, the following: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans With Disabilities Act of 1990; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

(10) COUNTY, as applicable, will comply, with the provisions of the Davis-Bacon Act (40 U.S.C. § § 276a to 276a-7), the Copeland Act (40 U.S.C. § § 276c and 18 U.S.C. § § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. § § 327-333), regarding labor standards for federally assisted construction sub agreements.

(11) COUNTY, as applicable, will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P. L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

(12) COUNTY will comply with the provisions of the Hatch Political Activity Act (5 U.S.C. § 7321-29) which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.

(13) COUNTY will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.

(14) COUNTY, as applicable, will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protections Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA. (EO 11738).

(15) COUNTY, as applicable, will comply with the flood insurance purchase requirements of 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102 (a) requires the purchase of flood

insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.

(16) COUNTY, as applicable, will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

(17) COUNTY, as applicable, will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

(18) COUNTY, as applicable, will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

(19) COUNTY, as applicable, will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

(20) COUNTY, as applicable, will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.

(21) COUNTY, as applicable, will comply with Public Law 103-277, also known as the Pro-Children Act of 1994 (Act), which prohibits smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

(22) COUNTY, as applicable, will comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.

(23) COUNTY, as applicable, will comply with all applicable requirements of all other federal and state laws, executive orders, regulations and policies governing this program.

(24) COUNTY, as a signatory party to the grant contract, must certify that they are not debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs.

(25) COUNTY must adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

June 15, 2009

The Honorable J. D. Salinas
Hidalgo County
100 East Cano, 2nd Floor
Edinburg, TX 78539

Dear Judge Salinas:

This letter is to walk you through the 2010 renewal process for the VINE (Victim Information & Notification Everyday) program. Your original service period will end as of August 31, 2009.

Soon you should be receiving your Maintenance Contract from the OAG to cover these costs going forward for renewal through August 31, 2010. **We would like to have all Service Agreement Renewals back to our office no later that June 29, 2009, so we have plenty of time to process.** In addition, we have attached a few items that will require action on your part to complete the process. A description of each and any action required follows:

- **Exhibit R-06 Maintenance Renewal.** This item shows the Total Renewal Amount that the OAG agrees to cover. The OAG has received a copy of this document and has confirmed the dollar amounts and expiration date. This document is for your information.
- ***Service* Agreement Renewal.** This agreement is between Appriss and Hidalgo County. The cost of the renewal should agree with Exhibit R-05. Please sign the enclosed documents and return one copy to Appriss at the above address, one copy to Chris Gersbach at the Texas Attorney Generals Office – MC -004 at P.O. Box 12548, Austin, TX 78711-2548 and retain one copy for your records.

Note: Invoices for the fiscal year 2010 will not be mailed to the County until September 1, 2009.

If you have any questions or need additional information, please contact me at 800/816-0491 ext. 3850.

Sincerely,
Appriss Inc.

Colleen G. Heslin
Account Specialist

Enclosures

Exhibit R-06 Maintenance Renewal
Automated Victim Notification Services
Hidalgo County

Category: Pilot - Large

Subject to the terms and conditions included in the Agreement, this **Exhibit R-06 Schedule of Payments** shall describe the payments that Customer shall pay to Appriss.

Maintenance Amount. Customer shall pay Appriss a maintenance amount for the Renewal of Services determined as follows. This Renewal will extend services through August 31, 2010.

Jail Maintenance Amount	District Court Maintenance Amount	Annual Maintenance Amount (12 Months)	# of Months Through 8/31/10	Total Maintenance Amount Due
$25,817	$4,291	$30,108	12 Months	$30,108

Out of Scope Costs.[1] These services will be billed directly to the County and may not be reimbursed by the Office of the Attorney General's Grant Program.

Additional costs will be incurred for out of scope work. There will only be three events that constitute out of scope work: (1) if Customer moves their facility requiring Appriss to move interface equipment and telephone lines, then a site move charge will not to exceed $1,500; (2) if Customer changes its booking system and replaces it with another system for which the Appriss has already built an interface, then there will be a one time charge not to exceed $3,000; and (3) third if Customer changes its booking system and replaces it with another system for which the Appriss has not built previously an interface then there will be a one time charge not to exceed $5,000.

1. Customer Facility Move	*2. Change of Booking System to vendor-standard system*	*3. Change of Booking System to non-Vendor-standard system*
not-to-exceed $1,500	not-to-exceed $3,000	not-to-exceed $5,000

Additional Services[2]

Any services, not covered by this Agreement and provided by Appriss shall be billed to Customer at the following rates:

Standard Hourly rate	*Overtime Hourly Rate*
not-to-exceed $160 / hour	not-to-exceed $175 / hour

Services After Termination. Subject to the terms and conditions included in the Agreement, the cost of Services provided by Appriss to the Customer shall be governed by the following payment terms. Following either the expiration or termination of this Agreement, then Customer shall pay Appriss an amount equal to 1/12th the then current Annual Maintenance Fee, for each month that the Customer elects to receive the Services. Customer may elect to receive the Services for any increment of months up to the maximum time period stated in the Agreement.

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[1] based on subsection *V. Out of scope cost for county changes* in the *Service Price* section of the *Vendor Certification.*

[2] prices as defined in the Appriss's Price Proposal dated August 15th, 2002.

R-06 Service Agreement Renewal Notice

Appriss
Technology to serve and protect
10401 Linn Station Road
Louisville, KY 40223-3842
502-561-8463 800-816-0491
www.appriss.com

DATE:	June 15, 2009
CUSTOMER NAME:	Hidalgo County
LOCATION:	100 East Cano, 2nd Floor Edinburg, TX 78539
PROJECT TYPE:	Hidalgo County VINE Service
ORIGINAL SERVICE AGREEMENT DATE:	September 27, 2004
SERVICE AGREEMENT RENEWAL DATE:	September 1, 2009
SERVICE AGREEMENT RENEWAL TERM:	12 Months
NEXT SERVICE AGREEMENT RENEWAL DATE:	August 31, 2010
PROJECT PRICING:	$30,108

This Service Agreement Renewal Notice, unless specifically noted in the Contract Changes section below, extends all pricing, service terms and other contract provisions of the prior contract period. No interruptions in delivery of Service will occur in relations to this Service Agreement Renewal.

Contract Changes: None

Special Note: Please refer to the Out of Scope Costs referenced in the attached Exhibit R-06 Maintenance Renewal. This is not a contract change, but a reminder of costs that may be incurred when making booking system replacement and/or changes.

AUTHORIZATION:

APPRISS, INC., BY:

Signature — Date: 5/08/09

Thomas R. Seigle
Executive Vice President
Public Safety Group

CUSTOMER BY:

Signature — Date

Title — Name

R-06 Service Agreement Renewal Notice

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Technology to serve and protect
10401 Linn Station Road
Louisville, KY 40223-3842
502-561-8463 800-816-0491
www.appriss.com

DATE:	June 15, 2009
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Contract Changes: None

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AUTHORIZATION:

APPRISS, INC., BY:

Signature 5/08/09 Date

Thomas R. Seigle
Executive Vice President
Public Safety Group

CUSTOMER BY:

Signature Date

Title Name

R-06 Service Agreement Renewal Notice

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AUTHORIZATION:

APPRISS, INC., BY:

Signature — Date: 5/08/09

Thomas R. Seigle
Executive Vice President
Public Safety Group

CUSTOMER BY:

Signature — Date

Title — Name

COUNTY of HIDALGO

EDINBURG, TEXAS 78539

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

June 18, 2009

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

RE: Certification of Revenue

Dear Judge and Commissioners:

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

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

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of a grant award from the Office of the Attorney General (OAG). These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	GRANT
$30,108.00	OAG Contract No. 1012335

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

6/18/09
Date

DATE: June 9, 2009

DEPARTMENT HEAD: Raul Siguero

DEPARTMENT NAME: Dept. of Budget & Mgmt. for IT (1283)

ACCOUNT NUMBER: 9-1283-415-00-200-005-0-336

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

2009
Appropriation

AI# 15902

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
9-1283-415-00-200-005-0-336	TEXAS VINE PROGRAM - COMPUTER SERVICES	30,108.00
9-1283-334-10-200-005-0-000	TEXAS VINE PROGRAM REVENUE	30,108.00
TOTAL BUDGET INCREASE (DECREASE)		$ 30,108.00

REASON: Budget Amendment to appropriate funds from the Texas Vine Annual Maintenance Grant contract, fiscal year 2010 (Sept. 1, 2009 - Aug. 31, 2010).

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-16054 **23.C.1.**

Interdepartmental Transfer- Salary related expenditures (Workers Comp)
CC REGULAR

Date:	06/22/2009
Submitted By:	Rosie Cantu, BUDGET & MANAGEMENT
Submitted For:	Commissioner Precinct No. 2
Department:	BUDGET & MANAGEMENT

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

Information

CAPTION

Pct. #2 CRC (1100):
Approval of interdepartmental transfer from Co Wide Administration to Pct. No. 2 CRC (1100) in the amount of $665.00 to cover salary related expenditure.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-415-00-115-002-0-899

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

BUDGETARY IMPACT:

Available balance as of 06/17/09. rc

Attachments

Link: Interdepartmental Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/17/2009 10:22 AM	APRV
2	Roland Garcia	Rolando Garcia	06/17/2009 03:37 PM	APRV
3	Auditor's Office		06/18/2009 05:09 PM	NEW

Form Started By: Rosie Cantu Started On: 06/17/2009 08:50 AM

Final Approval Date: 06/18/2009

INTERDEPARTMENTAL TRANSFER REQUEST

DATE: June 17, 2009

2009
Transfer

DEPARTMENT HEAD: RAUL SILGUERO, BUDGET OFFICER

DEPARTMENT NAME: DEPT OF BUDGET & MANAGEMENT FOR COMMISSIONER PCT. NO. 2 CRC

SUBJECT: **INTERDEPARTMENTAL TRANSFER**

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

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	Amount
FROM:		
9-1100-415-00-115-002-0-899	CO WIDE ADM-CONTINGENCY	(665.00)
TO:		
9-1100-466-00-122-082-0-260	PCT2 CRC (S.TOWER)-WORKERS COMP	665.00
	TOTAL BUDGET INCREASE/DECREASE	**0.00**

REASON: Interdepartmental transfer to fund salary related expenditure (Workers Comp).

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE ___/___/___

ATTEST COUNTY CLERK

Form DBM-202

AI-16068 **23.C.2.**

Interdepartmental Transfer- salary related expenditures for temp full-time positions- object code 121)

CC REGULAR

Date:	06/22/2009
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 Administration to Pct. No. 1 Sanitation (1100) in the amount of $3,360.00 to fund salary related expenditures for temporary full-time 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 as of 06/17/09. rc

Attachments

Link: Interdepartmental Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/17/2009 01:40 PM	APRV
2	Veronica Lopez	Veronica Lopez	06/17/2009 02:44 PM	APRV
3	Auditor's Office		06/18/2009 05:09 PM	NEW

Form Started By: Rosie Cantu Started On: 06/17/2009 11:33 AM

Final Approval Date: 06/18/2009

INTERDEPARTMENTAL TRANSFER REQUEST

DATE: June 17, 2009

2009
Transfer

DEPARTMENT HEAD: RAUL SILGUERO, BUDGET OFFICER

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

SUBJECT: **INTERDEPARTMENTAL TRANSFER**

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

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	Amount
FROM:		
9-1100-415-00-115-002-0-899	CO WIDE ADM-CONTINGENCY	(3,360.00)
TO:		
9-1100-432-00-121-001-0-121	PCT 1 SANITATION-TEMP F/T EMPLOYEES	3,360.00
	TOTAL BUDGET INCREASE/DECREASE	**0.00**

REASON: Interdepartmental transfer to fund salary related expenditures for temporary full-time positions, object code 121.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE ___/___/___

ATTEST COUNTY CLERK

Form DBM-202

AI-16104 **23.C.3.**

Interdept Transfer- Mailing Services 061809

CC REGULAR

Date:	06/22/2009
Submitted By:	Veronica Lopez, BUDGET & MANAGEMENT
Submitted For:	Dina Trevino
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

Mailing Services (1100):
Approval of 2009 interdepartmental transfer from County Wide Administration to Mailing Services in the amount of $20,000.00 for expected expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-41X-X0-115-0XX-0-XXX

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

BUDGETARY IMPACT:

9-1100-415-00-115-002-0-899 --> 9-1100-419-60-115-026-0-350 in the amount of $20,000.00. Available balance in account is $18,002.12. Additional funding is pending transfer (AI-16105) in the amount of $100,000.00.

Attachments

Link: Interdpet Transfer- Mailing Services 061809

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/18/2009 03:11 PM	APRV
2	Dale Kennan	Dale Kennan	06/18/2009 03:43 PM	APRV
3	Auditor's Office		06/18/2009 05:09 PM	NEW

Form Started By: Veronica Lopez Started On: 06/18/2009 02:58 PM

Final Approval Date: 06/18/2009

DATE: June 22, 2009

2009
Transfer

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Dept. of Budget & Management

ACCOUNT NUMBER: 9-1100-41X-X0-115-0XX-0-XXX

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	(20,000.00)
TO		
9-1100-419-60-115-026-0- 350	Mailing Services- Other Services	20,000.00
	TOTAL BUDGET INCREASE (DECREASE)	0.00

REASON: Interdepartmental transfer from County Wide Administration- Contingency to Mailing Services- Other Services in the amount of $20,000.00 for expected expenditures.

Approved by

COMMISSIONERS COURT

/ /
DATE

ATTEST, COUNTY CLERK

AI-16065 **23.C.4.**

Interdepartmental Transfer- salary related expenditures for temp full-time positions- object code 121)

CC REGULAR

Date:	06/22/2009
Submitted By:	Rosie Cantu, BUDGET & MANAGEMENT
Submitted For:	District Clerk
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management
Purchasing only:	Interdepartmental Transfers

Information

CAPTION

District Clerk (1100):
Approval of 2009 intedepartmental transfer from Co Wide Administration to District Clerk (1100) in the amount of $3,600.00 to fund salary related expenditures for temporary full-time 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 funding as of 06/17/09. rc

Attachments

Link: Interdept. Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/17/2009 11:49 AM	APRV
2	Sylvia Solis	Sylvia Solis	06/17/2009 04:43 PM	APRV
3	Auditor's Office		06/18/2009 05:09 PM	NEW

Form Started By: Rosie Cantu — Started On: 06/17/2009 11:17 AM

Final Approval Date: 06/18/2009

INTERDEPARTMENTAL TRANSFER REQUEST

DATE: June 17, 2009

2009
Transfer

DEPARTMENT HEAD: RAUL SILGUERO, BUDGET OFFICER

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

SUBJECT: **INTERDEPARTMENTAL TRANSFER**

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

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	Amount
FROM:		
9-1100-415-00-115-002-0-899	CO WIDE ADM-CONTINGENCY	(3,600.00)
TO:		
9-1100-412-00-090-001-0-121	DIST CLERK-TEMP F/T EMPLOYEES	3,600.00
	TOTAL BUDGET INCREASE/DECREASE	**0.00**

REASON: Interdepartmental transfer to fund salary related expenditures for temporary full-time positions, object code 121.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE ___/___/___

ATTEST COUNTY CLERK

Form DBM-202

AI-16055 **23.C.5.**

Interdepartmental Transfer - Pct# 4 Drainage Improvement Project (1339) Verly Clay Pond

CC REGULAR

Date: 06/22/2009
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 Precinct #4 Drainage Improvement Project from (program 036) to Verly Cray Curve Rd. Pond (program 061) in the amount of $122,450.00 and to Verly Cray Curry Rd. Pond (program 062) in the amount of $122,450.00, respectively 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-->9-1339-431-00-124-061-0-719 $122,450.00
9-1339-431-00-124-036-0-890-->9-1339-431-00-124-062-0-719 $122,450.00
Funding available as of 6-17-09.

Attachments

Link: interdept. transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/17/2009 10:24 AM	APRV
2	Veronica Lopez	Veronica Lopez	06/17/2009 10:46 AM	APRV
3	Auditor's Office		06/18/2009 05:09 PM	NEW

Form Started By: Manuel Chapa Started On: 06/17/2009 09:31 AM

Final Approval Date: 06/18/2009

DATE: June 17, 2009

2009
Transfer

DEPARTMENT HEAD: Raul Silguero

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

AI# 16055

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	(244,900.00)
9-1339-431-00-124-061-0-719	C.O. 2009- Pct # 4 - Verle Cray Curve Rd Pond - Land	122,450.00
9-1339-431-00-124-062-0-719	C.O. 2009- Pct # 4 - Verle Cray Curry Rd Pond - Land	122,450.00
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:
Interdepartmental transfer for the purchase of two new properties for the Drainage Improvement Project Pct#4. Pct#4 is interested in aquiring two (2) 10 acre tract from Mr. Verle Cray, one property is located on Curve Rd and the other one on Curry Rd.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-16077 **23.C.6.**

Pct #3 Inter-departmental transfer

CC REGULAR

Date:	06/22/2009
Submitted By:	Norma Ceballos, COMM. PCT. #3
Department:	COMM. PCT. #3
Agenda Category:	Precinct #3

Information

CAPTION

Pct. #3 Jessan & Resub Plat Jimenez Subdivision (1203):
Approval of 2009 interdepartmental transfer from Precinct #3 P/U Roads fund (1203) to Jessan fund 1203 (program 350) and to Resub Plat Jimenez fund 1203 (program 911) in the total amount of $16,826.14.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1203-431-00-123-005-0-731

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

BUDGETARY IMPACT:

Available funds as of 6/17/09 is $159,083.69.

Attachments

Link: Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/17/2009 02:52 PM	APRV
2	Perla Lopez	Perla Lopez	06/17/2009 03:22 PM	APRV
3	Auditor's Office		06/18/2009 05:09 PM	NEW

Form Started By: Norma Ceballos — Started On: 06/17/2009 01:55 PM

Final Approval Date: 06/18/2009

INTER-DEPARTMENTAL TRANSFER

DATE: June 22, 2009

DEPARTMENT HEAD: Joe M. Flores, Commissioner

DEPARTMENT NAME: Hidalgo County Precinct #3

ACCOUNT NUMBER: 9-1203-431-00-123-XXX-0-731

SUBJECT: **Inter-departmental Transfer/s (increase/decrease)**

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM:		
9-1203-431-00-123-005-0-731	PCT #3 P/U RD-ROADS	(16,826.14)
TO:		
9-1203-431-00-123-350-0-731	Pct. 3 Jessan -Roads	7,872.72
9-1203-431-00-123-911-0-731	Pct. 3 Resub Plat Jimenez-Roads	8,953.42
	Total Budget (Increase/Decrease)	**0.00**

REASON: To cover expected expense. Award contract.

Department Head Signature — Date

Approved Commissioners' Court — Attest County Clerk

AI-16064 **23.C.7.**

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

CC REGULAR

Date:	06/22/2009
Submitted By:	Rosie Cantu, BUDGET & MANAGEMENT
Submitted For:	Constable Precinct 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 from Co Wide Contingency to Constable Precinct #3 in the total amount of $5,248.08 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 06/17/2009. rc

Attachments

Link: Interdepartmental Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/17/2009 03:58 PM	APRV
2	Sylvia Solis	Sylvia Solis	06/18/2009 09:03 AM	APRV
3	Auditor's Office		06/18/2009 05:09 PM	NEW

Form Started By: Rosie Cantu — Started On: 06/17/2009 11:17 AM

Final Approval Date: 06/18/2009

INTERDEPARTMENTAL TRANSFER REQUEST

DATE: June 17, 2009

2009
Transfer

DEPARTMENT HEAD: RAUL SILGUERO, BUDGET OFFICER

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

SUBJECT: **INTERDEPARTMENTAL TRANSFER**

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

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	Amount
FROM:		
9-1100-415-00-115-002-0-899	CO WIDE ADM-CONTINGENCY	(5,248.08)
TO:		
9-1100-421-00-293-012-0-131	CONST PCT.3-DD#1-OVERTIME PAY	2,918.08
9-1100-421-00-293-012-0-211	CONST PCT.3-DD#1-HEALTH INSURANCE	221.35
9-1100-421-00-293-012-0-212	CONST PCT.3-DD#1-LIFE INSURANCE	2.00
9-1100-421-00-293-012-0-220	CONST PCT.3-DD#1-FICA	797.25
9-1100-421-00-293-012-0-230	CONST PCT.3-DD#1-RETIREMENT	977.40
9-1100-421-00-293-012-0-250	CONST PCT.3-DD#1-UNEMPLOYMENT COMP	14.58
9-1100-421-00-293-012-0-260	CONST PCT.3-DD#1-WORKERS COMP	317.42
	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

Form DBM-202

AI-16088 **23.C.8**

Interdepartmental Transfer WIC

CC REGULAR

Date: 06/22/2009

Submitted By: Damaris San Miguel, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

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

Information

CAPTION

WIC (1100):
Approval of 2009 interdepartmental transfer in the total amount of $1,000.00 from Co Wide Contingency to WIC to fund unallowable grant expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-415-00-115-002-0-899

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

BUDGETARY IMPACT:

Available balance as of 6/17/2009

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Damaris San Miguel (Originator)	Damaris San Miguel	06/17/2009 04:55 PM	APRV
2	Budget & Management	Veronica Lopez	06/18/2009 07:47 AM	APRV
3	Veronica Lopez	Veronica Lopez	06/18/2009 09:05 AM	APRV
4	Auditor's Office		06/18/2009 05:09 PM	NEW

Form Started By: Damaris San Miguel Started On: 06/17/2009 04:35 PM

Final Approval Date: 06/18/2009

DATE: June 17, 2009

2009
Transfer

DEPARTMENT HEAD: Raul Silguero

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

AI-16088

ACCOUNT NUMBER: 9-1100-4XX-00-XXX-00X-0-XXX

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

Contact: Damaris SanMiguel
Ph#: 292-7025 Ext. 5410

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
9-1100-415-00-115-002-0-899	CO WIDE ADM-CONTINGENCY	(1,000.00)
9-1100-441-00-350-003-0-855	WIC - LATE FEES, PENALTIES & FINANCE CHARGES	$1,000.00
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:
Transfer needed to fund unallowable grant expenditures for late fees.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-16099 **23.C.9.**

Interdepartmental Transfer for Las Milpas Pct. No. 2

CC REGULAR

Date:	06/22/2009
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	Budget and Management **Purchasing only:** CAP Pct.2

Information

CAPTION

Pct. #2 R&B-BCAP Projects (1202):
Approval of 2009 interdepartmental transfer within Precinct#2 R&B (1202) from Precinct#2 P/U (program 006) to Las Milpas (program 413) in the amount of $1,485.88 to fund BCAP project expenditures.

BACKGROUND

Interlocal Agreement Between The City of Pharr, Texas and County of Hidalgo, Texas approved 3/17/09 AI-14421

Fiscal Impact

FISCAL YEAR: 9 **ACCT. #:** 9-1202-431-00-122-006-0-841

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

BUDGETARY IMPACT:

available balance as of 06/18/09.

9-1202-431-00-122-006-0-841-->9-1202-431-00-122-0413-0-841 $1,485.88

Attachments

Link: Interlocal Agreement between The City of Pharr and County of Hidalgo

Link: Interdept Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/18/2009 10:41 AM	APRV
2	Roland Garcia	Rolando Garcia	06/18/2009 02:03 PM	APRV
3	Auditor's Office		06/18/2009 05:09 PM	NEW

Form Started By: Marcie Jackson Started On: 06/18/2009 10:08 AM

Final Approval Date: 06/18/2009

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

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

THIS Agreement is made on this the 24th day of March, 2009, by and between the **CITY OF PHARR, TEXAS** hereinafter referred to as "City", and the **COUNTY OF HIDALGO, TEXAS,** hereinafter referred to as "County", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, City is a home rule municipality located in Hidalgo County, Texas:

WHEREAS, County is a county in the State of Texas;

WHEREAS, City and County, each pursuant to its statutory and constitutional authority, are responsible for maintenance and improvements of certain public roadways within their boundaries, and are desirous that the necessary improvements be done to expand and improve certain roads providing access to various Colonias within the City and the County;

WHEREAS, the County is eligible to receive TXDOT 3rd Call Border Colonia Access Program Funding (the "Border Program") for eligible roadway improvements to Colonias;

WHEREAS, the Border Colonia Access Program allows for improvement of roads within the corporate limits of City that are identified and included in the Texas Water Development Board Economically Distressed Areas Program;

WHEREAS, City and County, through the Border Colonia Access Program have designated **Jose Street** within the **Las Milpas Subdivision** (collectively the "Road(s)") located within the City Limits for improvements including reconstruction and repaving of the Roads (collectively the "Work");

WHEREAS, the Roads qualifies for inclusion in the Texas Water Development Board Economically Distressed Areas Program;

WHEREAS, the "Border Program" allows for the improvement of roads within the corporate limits of the City that are identified and included in the Texas Water Developmental Broad Economically Distressed Areas Program;

WHEREAS, County has determined that the County will receive benefit from improvements to the Roads;

WHEREAS, City and County have agreed to cooperate in the improvements to the Roads as further described herein;

WHEREAS, City and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et seq., (the "Act") which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act, and pursuant to the County Road and Bridge Act which authorizes counties to improve roadways within the limits of a city with the city's consent.

WHEREAS, City, pursuant to Tex. Trans. Code Section 251.012, authorizes County to perform the work described herein.

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

1. The parties agree to make improvements to the Roads as further described in this Agreement.

2. County, at its sole cost and expense shall, through an independent contractor, contract for improvements to the Roads in amounts not to exceed Eighty-Nine Thousand Four Hundred Forty-Four and 87/100ths ($89,442.87) for street improvements and Seventy-Two Thousand Six Hundred Eighty-five and 00/100ths ($72,685.00) for drainage improvements. (Except for utility adjustments described in numbered paragraph 4 herein).

3. City agrees to reimburse the County for any non-eligible Border Program improvements for the Roads and necessary drainage and to make such reimbursements within (15) days of receipt of such invoices by City from County.

4. City shall, at its sole cost and expense, make any adjustments to utilities which may be necessary for the construction of the Road improvements and that lie within the City's corporate limits.

5. County and City will coordinate work schedules in order to provide for minimal disruption of traffic and operation of the Roads, and will use their best efforts to complete the improvements within one hundred and eighty (180) days of the execution of this Agreement.

6. The City agrees to provide manpower as requested by the County upon need.

7. Upon completion of the Work described herein, the parties agree the City shall be responsible for the maintenance of the Roads as long as the Roads remains within the city limits and the County shall have no obligation whatsoever for future improvements or maintenance of the Roads.

8. **Conflict with Applicable Law**. Nothing in this Agreement shall be construed to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any (applicable law,) present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but only in such event necessary to bring them within the legal requirements and during the time such conflicts exists.

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

10. **Entire Agreement**. This Agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party has made (either directly or through any agent or representative) any representation or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by City and County, and not otherwise.

11. **Texas Law to Apply**. This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

If to City:	City of Pharr Attention: Leopoldo "Leo Palacios, Jr., Mayor 118 South Cage Pharr, TX 78577
If to County:	County of Hidalgo Attention: Juan D Salinas III, County Judge P.O. Box 758 Edinburg TX 78540-0758
With Copy to:	Commissioner, Precinct Number 2 Hector "Tito" Palacios

301 East State
San Juan, TX 78577

Colonia Access Program Director
Attention: Agapito Vargas
301 East State
Pharr, TX 78577

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

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

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

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

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

17. **Gender and Number**. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.

18. **Authority to Execute**. The execution and performance of this Agreement by each of the parties have been duly authorized by all necessary laws, resolutions, ordinances or government body action, and this Agreement constitutes the valid and enforceable obligations of the parties hereto in Accordance with its terms.

19. **Governmental Purpose**. Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

20. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this

Agreement, then any party may terminate this Agreement upon thirty (30) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. 271.903.

21. **Severability**. Should any phrase, clause, sentence or section of this Agreement be judicially declared to be invalid, unenforceable or void, such decision will not have the effect of invalidating or voiding the remainder of this Agreement, and such part of this Agreement will be deemed to have been stricken herefrom and the remainder of this Agreement will have the same force and effect as if such part or parts had never been included herein.

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

THE CITY OF PHARR

Leopoldo "Polo" Palacios, Jr., Mayor

ATTEST:

Hilda Pedraza, City Clerk

COUNTY OF HIDALGO

Juan D Salinas III, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

APPROVE AS TO FORM:

ATLAS & HALL, LLP

By: Stephen Crain

DATE: June 18, 2009

2009
Transfer

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No.2

AI-16099 6/22/09

ACCOUNT NUMBER: 9-1202-431-00-122-XXX-X-XXX
BCAP PROJECTS

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

Contact:
Ph#:

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
9-1202-431-00-122-006-0-841	PCT2 P/U RD-AID TO GOVT AGENCY	$ (1,485.88)
9-1202-431-00-122-413-0-841	PCT2 P/U RD-LAS MILPAS SUBD - AID TO GOVT AGENCY	$1,485.88
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:
To set up budget for LAS MILPAS SUBDIVISION - ROADS (BCAP project, portion funded by Road & Bridge)

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-16105 **23.D.1.**

Interfund transfer from Court Reporter (1239) to Co. Wide Contingency (1100)
CC REGULAR

Date:	06/22/2009
Submitted By:	Ivan Cantu, BUDGET & MANAGEMENT
Submitted For:	Dina Trevino
Department:	BUDGET & MANAGEMENT

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

Information

CAPTION

Co. Wide Contigency (1100):
Approval of interfund transfer from Court Reporter fund to Countywide Contingency in the amount of $100,000.00 to fund pending projects.

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:

Court Reporter Fund balance (1239) --> 9-1100-415-00-115-002-0-899 $100,000.00 to fund pending projects. Funds available as of 6-18-09.

Attachments

Link: Co. Wide Contingency interfund

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	06/18/2009 03:17 PM	APRV
2	Budget & Management	Veronica Lopez	06/18/2009 03:20 PM	APRV
3	Veronica Lopez	Veronica Lopez	06/18/2009 03:34 PM	APRV
4	Auditor's Office		06/18/2009 05:09 PM	NEW

Form Started By: Ivan Cantu Started On: 06/18/2009 03:05 PM

Final Approval Date: 06/18/2009

DATE: June 18, 2009

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Department of Budget & Management for Co. Wide Adm.

2009
Interfund Transfer

ACCOUNT NUMBER: **9-1100-415-00-115-002-0-899**

CONTACT PERSON: Ivan Cantu **PHONE:** 292-7025 ext. 5425

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

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM:			
9-1239-491-01-000-100-0- 891	Transfers Out-	General Fund	100,000.00
TO:			
9-1100-391-01-000-239-0- 000	Transfers In-	Court Reporter	100,000.00
9-1100-415-00-115-002-0- 899	Co. Wide Adm.-	Contingency	100,000.00
	TOTAL BUDGET INCREASE (DECREASE)		**100,000.00**

REASON: To fund pending projects.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT **DATE** / / **ATTEST COUNTY CLERK**

AI-16002 **23.D.2.**

2009 interfund for USDA Loan (1301)

CC REGULAR

Date:	06/22/2009
Submitted By:	Dale Kennan, BUDGET & MANAGEMENT
Submitted For:	USDA Loan (1301)
Department:	BUDGET & MANAGEMENT

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

Information

CAPTION

Sheriff's Office:
Approval of 2009 interfund transfer from Sheriff's Fed Sharing-US Treasury (1228) into the Fund 1301 fund balance in the total amount of $1,150.00 to offset issuance cost incurred on behalf of USDA Loan.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 9-1228-421-00-280-006-0-741

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

BUDGETARY IMPACT:

From 9-1228-421-00-280-006-0-741 to 1301 fund balance to offset unanticipated issuance cost in the amount of $1,150.00. Funding is available for transfer as of 6/12/09.

Attachments

Link: 2009 Interfund for USDA Loan (1228 to 1301)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/15/2009 11:26 AM	APRV
2	Manuel Chapa	Manuel Chapa	06/16/2009 03:47 PM	APRV
3	Dale Kennan (Originator)	Dale Kennan	06/16/2009 04:44 PM	APRV
4	Manuel Chapa	Manuel Chapa	06/17/2009 02:22 PM	APRV
5	Auditor's Office		06/18/2009 05:09 PM	NEW

Form Started By: Dale Kennan Started On: 06/12/2009 03:27 PM

Final Approval Date: 06/18/2009

DATE: June 23, 2009

2009
Transfer

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Budget & Management for the USDA Loan (1301)

ACCOUNT NUMBERS:
From: 9-1228-421-00-280-006-0-741
To: 1301 Fund Balance

Contact: Dale Kennan **Ph#:** (956) 292-7025 Ext. 5406

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

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
9-1228-421-00-280-006-0-741	SHRF FED SHARING-US TREAS-VEHICLES	(1,150.00)
9-1228-491-01-000-301-0-891	TRANSFERS OUT- CAPITAL OUTLAY	1,150.00
9-1301-391-01-000-228-0-000	TRANSFERS IN- SHRF FED SHARING-US TREAS	1,150.00
	TOTAL BUDGET INCREASE (DECREASE) 1228	0.00
	TOTAL BUDGET INCREASE (DECREASE) 1301	1,150.00

REASON: **To acquire additional funding as needed for the USDA Loan (1301) to cover issuance cost in the amount of $1,150.00.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-16001 **23.E.1.**

2009 BA for USDA Grant (1284) & USDA Loan (1301)
CC REGULAR

Date:	06/22/2009
Submitted By:	Dale Kennan, BUDGET & MANAGEMENT
Submitted For:	USDA Grant (1284) & USDA Loan (1301)
Department:	BUDGET & MANAGEMENT

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

Information

CAPTION

Sheriff's Office:
a. Approval of certification of revenue, as certified by the County Auditor, for USDA Tax Notes and First Responder Units Grant.

b. Approval of 2009 appropriation of funds for the United States Department of Agriculture (USDA) grant (1284) in the amount of $140,765.50, to pay a portion of the cost of a New Evidence Collection Vehicle and 2 First Responder Unit for the Sheriff's Office.

c. Approval of 2009 appropriation of funds for the United States Department of Agriculture (USDA) loan (1301) in the amount of $226,150.00, to pay a portion of the cost of a New Evidence Collection Vehicle and 2 First Responder Unit for the Sheriff's Department and associated issuance cost.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 9-XXXX-421-00-280-062-0-741

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

BUDGETARY IMPACT:

1. Appropriation in 1284 of $46,308.00 from USDA Grant proceeds and $94,457.50 from 1284 F/B.

2. Appropriation in 1301 of $225,000.00 for USDA Loan-Vehicles (9-1301-421-00-280-062-0-741) and $1,150.00 for USDA Loan-Issuance Costs (9-1301-476-00-000-000-0-866)

Attachments

Link: 2009 BA for USDA Grant (1284)
Link: revenue certification letter
Link: 2009 BA for USDA Loan (1301)
Link: USDA Grant-Loan Info
Link: USDA Loan Resolution
Link: USDA Closing Memorandum 06-12-09

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/15/2009 11:26 AM	APRV
2	Manuel Chapa	Manuel Chapa	06/16/2009 03:47 PM	APRV
3	Dale Kennan (Originator)	Dale Kennan	06/16/2009 04:34 PM	APRV
4	Manuel Chapa	Manuel Chapa	06/17/2009 02:22 PM	APRV
5	Auditor's Office		06/18/2009 05:09 PM	NEW

Form Started By: Dale Kennan Started On: 06/12/2009 03:04 PM

Final Approval Date: 06/18/2009

DATE: June 23, 2009

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Dept. of Budget & Mgmt. for the USDA Grant (1284)

ACCOUNT NUMBER: 9-1284-421-00-280-062-0-741

Contact: Dale Kennan **Ph#:** (956) 292-7025 Ext. 5406

2009
Appropriation

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
9-1284-421-00-280-062-0-741	USDA GRANT-VEHICLES	46,308.00
9-1284-421-00-280-062-0-741	USDA GRANT-VEHICLES	94,457.50
9-1284-331-10-280-062-0-000	*USDA GRANT-REVENUE*	*46,308.00*
1284 Fund Balance	*Required Match*	*94,457.50*
	TOTAL BUDGET INCREASE (DECREASE)	$ 140,765.50

REASON: To appropriate grant funding and the county's required match, in the total amount of $140,765.50 into USDA GRANT-VEHICLES to cover a portion of the purchase price of a new Evidence Collection Vehicle for the Sheriff's Department and 2 new 4x4 F150 first responder vehicles.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

COUNTY of HIDALGO

EDINBURG, TEXAS 78539

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

June 16, 2009

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

RE: Certification of Revenue

Dear Judge and Commissioners:

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

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

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of a grant funds from the United States Department of Agriculture (USDA) Rural Development. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	GRANT
$46,308.00	Community Facilities Grant Agreement

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

6/16/09
Date

HIDALGO COUNTY
BUDGET OFFICE
2009 JUN 17 PM 3 51

DATE: June 23, 2009

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Dept. of Budget & Mgmt. for the USDA Loan (1301)

ACCOUNT NUMBERS: 9-1301-421-00-280-062-0-741
9-1301-476-00-000-000-0-866

Contact: Dale Kennan **Ph#:** (956) 292-7025 Ext. 5406

2009
Appropriation

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
9-1301-421-00-280-062-0-741	USDA LOAN-VEHICLES	225,000.00
9-1301-476-00-000-000-0-866	USDA LOAN-ISSUANCE COSTS	1,150.00
9-1301-390-10-000-000-0-000	*USDA LOAN-REVENUE*	*225,000.00*
1301 Fund Balance	*Pending Interfund Transfer AI-16002*	*1,150.00*
	TOTAL BUDGET INCREASE (DECREASE)	$ 226,150.00

REASON: To appropriate funding in the amount of $226,150.00 into USDA LOAN (1301) to cover a portion of the purchase price of a new Evidence Collection Vehicle for the Sheriff's Department and associated issuance costs.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

Position 3

Form RD 1942-46
(Rev. 6-98)

UNITED STATES DEPARTMENT OF AGRICULTURE
RURAL DEVELOPMENT
FARM SERVICE AGENCY

FORM APPROVED
OMB NO. 0575-0015

LETTER OF INTENT TO MEET CONDITIONS

Date JUN - 2 2008

TO: United States Department of Agriculture

USDA- Rural Development

(Name of USDA Agency)

2514 S. I. Road Suite 4
Edinburg, TX. 78539

(USDA Agency Office Address)

We have reviewed and understand the conditions set forth in your letter dated JUN - 2 2008 It is our intent to meet all of them not later than 180 Days

County of Hidalgo

(Name of Association)

BY

Juan D. Salinas III, COUNTY JUDGE

(Title)

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0015. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

Edinburg Sub-Area Office

LETTER OF CONDITIONS

JUN - 2 2008

The Honorable Juan D. Salinas, III
County Judge, Hidalgo County
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

Dear Judge Salinas:

This letter establishes conditions which must be understood and agreed to by you before further consideration may be given to the application and which must be met before the loan can be closed. Any changes in project cost, source of funds, scope of services, or any other significant changes in the project or applicant must be reported to, and approved by, USDA Rural Development by written amendment to this letter. Any changes not approved by USDA Rural Development shall be cause for discontinuing processing of the application.

This letter is not to be considered as loan approval or as a representation as to the availability of funds. The docket may be completed on the basis of a loan in the amount of $225,000 and a grant in the amount of $46,308.

The interest rate will be the lower of the rate in effect at the time of loan approval or the time of loan closing. A written request should submitted to USDA Rural Development staff at least 15 calendar days before loan closing, if the County does not want the interest rate changed to the rate at loan closing. The loan and/or grant will be considered approved on the date a signed copy of Form RD 1940-1, "Request for Obligation of Funds," is mailed to the County.

The loan will be scheduled for repayment over a period not to exceed 10 years. A cash reserve fund will be established in an amount equal to one annual installment. This amount will be reached by making monthly deposits, which will accumulate at the rate of one-tenth of the total annual installment each year. The reserve account is to assure that payments will be made on time and for emergency situations that may arise. This account will be established in a separate interest bearing account, or accounts, at a Federally insured financial institution.

2514 South I Road, Suite 4 • Edinburg, TX 78539
Phone: (956) 383-4928 • Fax: (956) 383-6088 • TDD: (254) 742-9712 • Web: http://www.rurdev.usda.gov

Following are the conditions that must be understood, agreed to, and met:

1. **USE OF THE FACILITY**

The funds will be used to purchase two first responder trucks and one first responder crime scene unit for the County Sheriff Department. These vehicles will be used to respond to emergencies and crime scenes in rural areas of Hidalgo County.

2. **CONTRIBUTION BY APPLICANT AND REPAYMENT SCHEDULE**

A. The applicant will be required to contribute $93,096, which will be considered as the first funds expended and prior to Rural Housing Service (RHS) grant fund utilization.

B. After providing for all authorized costs, any remaining Rural Housing Service (RHS) project funds will be considered RHS grant funds and refunded to RHS

C. Principal payments will not be deferred after loan closing. Payments on this loan will be paid to RHS annually as set out on Form RD 440-22, "Promissory Note," to be executed at loan closing.

D. Form RD 3550-28, "Authorization Agreement for PreAuthorized Payments," must be executed for this loan, as well as all existing loans. A copy of this agreement should be forwarded to the State Office.

E. In the event a paying agent agreement is entered into, USDA Rural Development is not a party to this agreement; therefore, the requirements defined in the bond ordinance take precedence over the paying agent agreement.

The County will be responsible for payment of interest that accrues due to bond redemption notification issues, whether the improper notification lies with the borrower or the paying agent.

The County must communicate directly with USDA Rural Development when the County redeems bonds. The District should contact the Local USDA Rural Development office prior to delivery of funds to the paying agent, or deliver funds directly to USDA Rural Development.

3. **LOAN/GRANT DISBURSEMENTS**

A. The Debt Collection Improvement Act (DCIA) of 1996 requires that, effective January 1999, all Federal payments must be made by Electronic Funds Transfer/Automated Clearing House (EFT/ACH). A benefit of receiving payments by EFT/ACH is that funds are directly deposited to the County's account at a financial institution and are available on the date of payment.

B. The County will complete Form SF-3881, "Electronic Funds Transfer Payment Enrollment Form," for each account where funds will be electronically received. The completed form(s) must be received by USDA Rural Development at least thirty (30) days prior to loan closing.

C. Cash advances should coincide with cash needs. If RHS grant funds are not disbursed immediately upon receipt, excess funds must be deposited into an interest bearing account, if possible. Interest earned of $100 or more per year must be returned to USDA Rural Development at least quarterly.

4. **GRANT AGREEMENT**

A. Attached is a copy of Form RD 3570-3, "Community Facilities Grant Agreement," for your review. You will be required to execute the agreement at the time of grant closing and before grant funds are advanced.

B. The grantee understands that any property acquired or improved with Federal grant may have use and disposition conditions which apply to the property as provided by 7 CFR parts 3015, 3016, or 3019 in effect at this time and as may be subsequently modified.

C. The grantee understands that any sale or transfer of property is subject to the interest of the United States Government in the market value in proportion to its participation in the project as provided by 7 CFR parts 3015, 3016, or 3019 in effect at his time and as may be subsequently modified.

5. **SECURITY REQUIREMENTS**

A. Certificates of Obligation backed by ad valorem taxes in the amount of $225,000, will be delivered to USDA Rural Development, made payable to the United States of America.

B. The principal repayment schedule should be in the amount best adapted to making principal retirement and interest payments which closely approximate equal installments of combined interest and principal.

C. The Bond Ordinance must contain the following:

1. A clause to the effect that, in the event any Bond is mutilated, destroyed, lost or stolen, any security or indemnity as may be required by the Issuer and Registrar from the registered owner applying for the replacement Bond shall not by required from the United States of America as long as it is holder of the Bonds.

2. The attached "Loan Program Requirements and Documents to Control," revised 6-10-02, and "Minimum Requirements for Bond Counsel Opinions," revised 10-9-02, as prepared by the Office of General Counsel, must be included without change.

D. Attached is Form RD 1910-11, "Applicant Certification - Federal Collection Policies For Consumer or Commercial Debts." This form must be executed prior to loan closing.

E. Attached is a copy of Form RD 3570-3, "Community Facilities Grant Agreement," for your review. You will be required to execute the agreement at the time of grant closing.

F. Grantee understands that any property acquired or improved with Federal grant funds may have use and disposition conditions that apply to the property as provided by 7 CFR parts 3015, 3016, or 3019 in effect at this time and as may be subsequently modified.

G. The grantee understands that any sale or transfer of property is subject to the interest of the United States Government in the market value in proportion to its participation in the project as provided by 7 CFR parts 3015, 3016, or 3019 in effect at his time and as may be subsequently modified.

6. ORGANIZATION

A. The County will continue to operate under the general laws of the State of Texas.

B. You must furnish a complete list of all elected officials.

C. The County authorized official must approve the Operating Budget prior to funding approval.

D. The applicant must adopt a Grant Resolution authorizing the Judge to execute the grant agreement.

E. The County will adopt Form RD 1942-9, "Loan Resolution Security Agreement."

7. REPORTING REQUIREMENTS

The County hereby agrees to provide quarterly and annual reports (an audit) as required per Form RD 3570-3, "Community Facilities Grant Agreement," and as set forth in RD Instruction 1942-A, Section1942.17(q).

8. COMPLIANCE REQUIREMENTS

A. This loan is subject to the Federal Civil Rights and Equal Opportunity laws. The County must agree to comply with these requirements by executing Forms RD 400-4, "Assurance Agreement," and RD 400-1, "Equal Opportunity Agreement." These forms should be returned with the Letter of Intent to meet Conditions.

B. The loan is subject to the provisions of Section 504 of the rehabilitation Act of 1973, as amended (29 U.S.C. Section 794). It provides, in part, as follows:

"No handicapped individual in the United States shall, solely by reason of their handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."

C. Form AD-1047, "Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Cover Transactions," must be executed to certify that the County is not debarred or suspended from Government assistance.

D. The grant is subject to the provisions of the Drug Free Workplace Act of 1988. The grantee must certify to USDA Rural Development that it will provide a drug free workplace. As a prior condition of being awarded a grant, the grantee shall make certification, by execution of Form AD-1049, that the provisions of the Act will be complied with.

E. You must obtain a certification for any contract in excess of $25,000 on Form AD-1048, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," from any person or entity you do business with as a result of this Government assistance that they are not debarred or suspended from Government assistance.

9. **INSURANCE AND BONDING**

A. The ~~healthcare facility~~ vehicles will be covered, as appropriate, by liability insurance that provides for replacement/repair of the facility in an amount no less than your debt to USDA Rural Development. Copies of all insurance policies will be obtained prior to loan closing and made part of the loan docket.

Copies of all insurance policies will be obtained prior to loan closing and made part of the loan docket.

B. Fidelity or employee dishonesty bonding coverage will be provided to USDA Rural Development for all persons who have access to funds. Coverage may be provided either for all individual positions or persons, or through "blanket" coverage providing protection for all appropriate employees and/or officials. The amount of the coverage required will be no less than the total annual debt service requirement for all RHS loans. Form RD 440-24, "Position Fidelity Schedule Bond," may be used. A copy of the policy will be furnished to USDA Rural Development at loan closing.

13. **PUBLIC INFORMATION REQUIREMENTS**

The applicant will be required to inform the general public regarding the development of this project. A public meeting must be held prior to loan approval to give the citizens an opportunity to become acquainted with the project and to comment on such items as economic and environmental impact, service area, and alternatives to the project. At least ten (10) days prior to the meeting, the applicant will be required to publish a notice of the meeting in a newspaper of general circulation in the service area, to post a public notice at the applicant's principal office, and to notify USDA Rural Development. The applicant will provide USDA Rural Development a copy of the published notice and minutes of the public meeting.

You must comply with the closing instructions issued by USDA Rural Development.

An additional copy of this letter and attachments are for your use. One copy should be furnished to your attorney. Please complete and return the attached Form RD 1942-46, "Letter of Intent to Meet Conditions," if your desire further consideration be given your application.

If the conditions set forth in this letter are not met within 180 days from the date hereof, USDA Rural Development reserves the right to discontinue the processing of the application.

Sincerely,

JAKE SHEERAN
Area Director

Attachments

Position 5

USDA
Form RD 1942-47
(Rev. 12-97)

LOAN RESOLUTION
(Public Bodies)

FORM APPROVED
OMB NO. 0575-0015

A RESOLUTION OF THE Commisioner's Court

OF THE County of Hidalgo
AUTHORIZING AND PROVIDING FOR THE INCURRENCE OF INDEBTEDNESS FOR THE PURPOSE OF PROVIDING A PORTION OF THE COST OF ACQUIRING, CONSTRUCTING, ENLARGING, IMPROVING, AND/OR EXTENDING ITS

First Responder Vehicles
FACILITY TO SERVE AN AREA LAWFULLY WITHIN ITS JURISDICTION TO SERVE.

WHEREAS, it is necessary for the County of Hidalgo
(Public Body)
(herein after called Association) to raise a portion of the cost of such undertaking by issuance of its bonds in the principal amount of

$225,000.00 (Two Hundred Twenty-Five Thousand and No/100)

pursuant to the provisions of Article 1434A, Revised Civil Statutes of Texas; and

WHEREAS, the Association intends to obtain assistance from the Rural Housing Service, Rural Business - Cooperative Service, Rural Utilities Service, or their successor Agencies with the United States Department of Agriculture, (herein called the Government) acting under the provisions of the Consolidated Farm and Rural Development Act (7 U.S.C. 1921 et seq.) in the planning, financing, and supervision of such undertaking and the purchasing of bonds lawfully issued, in the event that no other acceptable purchaser for such bonds is found by the Association:

NOW THEREFORE in consideration of the premises the Association hereby resolves:

1. To have prepared on its behalf and to adopt an ordinance or resolution for the issuance of its bonds containing such items and in such forms as are required by State statutes and as are agreeable and acceptable to the Government.
2. To refinance the unpaid balance, in whole or in part, of its bonds upon the request of the Government if at any time it shall appear to the Government that the Association is able to refinance its bonds by obtaining a loan for such purposes from responsible cooperative or private sources at reasonable rates and terms for loans for similar purposes and periods of time as required by section 333(c) of said Consolidated Farm and Rural Development Act (7 U. S. C. 1983 (c)).
3. To provide for, execute, and comply with Form RD 400-4, "Assurance Agreement," and Form RD 400-1, "Equal Opportunity Agreement," including an "Equal Opportunity Clause," which clause is to be incorporated in, or attached as a rider to, each construction contract and subcontract involving in excess of $ 10,000.
4. To indemnify the Government for any payments made or losses suffered by the Government on behalf of the Association. Such indemnification shall be payable from the same source of funds pledged to pay the bonds or any other legal permissible source.
5. That upon default in the payments of any principal and accrued interest on the bonds or in the performance of any covenant or agreement contained herein or in the instruments incident to making or insuring the loan, the Government at its option may (a) declare the entire principal amount then outstanding and accrued interest immediately due and payable, (b) for the account of the Association (payable from the source of funds pledged to pay the bonds or any other legally permissible source), incur and pay reasonable expenses for repair, maintenance, and operation of the facility and such other reasonable expenses as may be necessary to cure the cause of default, and/or (c) take possession of the facility, repair, maintain, and operate or rent it. Default under the provisions of this resolution or any instrument incident to the making or insuring of the loan may be construed by the Government to constitute default under any other instrument held by the Government and executed or assumed by the Association, and default under any such instrument may be construed by the Government to constitute default hereunder.
6. Not to sell, transfer, lease, or otherwise encumber the facility or any portion thereof, or interest therein, or permit others to do so without the prior written consent of the Government.
7. Not to defease the bonds, or to borrow money, enter into any contract or agreement, or otherwise incur any liabilities for any purpose in connection with the facility (exclusive of normal maintenance) without the prior written consent of the Government if such undertaking would involve the source of funds pledged to pay the bonds.
8. To place the proceeds of the bonds on deposit in an account and in a manner approved by the Government. Funds may be deposited in institutions insured by the State or Federal Government or invested in readily marketable securities backed by the full faith and credit of the United States. Any income from these accounts will be considered as revenues of the system.
9. To comply with all applicable State and Federal laws and regulations and to continually operate and maintain the facility in good condition.
10. To provide for the receipt of adequate revenues to meet the requirements of debt service, operation and maintenance, and the establishment of adequate reserves. Revenue accumulated over and above that needed to pay operating and maintenance, debt service and reserves may only be retained or used to make prepayments on the loan. Revenue cannot be used to pay any expenses which are not directly incurred for the facility financed by the Government. No free service or use of the facility will be permitted.

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0015. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

11. To acquire and maintain such insurance and fidelity bond coverage as may be required by the Government.

12. To establish and maintain such books and records relating to the operation of the facility and its financial affairs and to provide for required audit thereof as required by the Government, to provide the Government a copy of each such audit without its request, and to forward to the Government such additional information and reports as it may from time to time require.

13. To provide the Government at all reasonable times access to all books and records relating to the facility and access to the property of the system so that the Government may ascertain that the Association is complying with the provisions hereof and of the instruments incident to the making or insuring of the loan.

14. That if the Government requires that a reserve account be established and maintained, disbursements from that account may be used when necessary for payments due on the bond if sufficient funds are not otherwise available. With the prior written approval of the Government, funds may be withdrawn for:

    (a) Paying the cost of repairing or replacing any damage to the facility caused by catastrophe.

    (b) Repairing or replacing short-lived assets.

    (c) Making extensions or improvements to the facility.

    Any time funds are disbursed from the reserve account, additional deposits will be required until the reserve account has reached the required funded level.

15. To provide adequate service to all persons within the service area who can feasibly and legally be served and to obtain the Government's concurrence prior to refusing new or adequate services to such persons. Upon failure to provide services which are feasible and legal, such person shall have a direct right of action against the Association or public body.

16. To comply with the measures identified in the Government's environmental impact analysis for this facility for the purpose of avoiding or reducing the adverse environmental impacts of the facility's construction or operation.

17. To accept a grant in an amount not to exceed $ 46,308

    under the terms offered by the Government; that the County Judge

    and County Treasurer of the Association are hereby authorized and empowered to take all action necessary or appropriate in the execution of all written instruments as may be required in regard to or as evidence of such grant; and to operate the facility under the terms offered in said grant agreement(s).

    The provisions hereof and the provisions of all instruments incident to the making or the insuring of the loan, unless otherwise specifically provided by the terms of such instrument, shall be binding upon the Association as long as the bonds are held or insured by the Government or assignee. The provisions of sections 6 through 17 hereof may be provided for in more specific detail in the bond resolution or ordinance; to the extent that the provisions contained in such bond resolution or ordinance should be found to be inconsistent with the provisions hereof, these provisions shall be construed as controlling between the Association and the Government or assignee

The vote was: Yeas 5 Nays 0 Absent 0.

IN WITNESS WHEREOF, the Commisioner's Court of the County of Hidalgo has duly adopted this resolution and caused it to be executed by the officers below in duplicate on this 11th day of June, 2008.

(SEAL)

By Juan D. Salinas, III

Title County Judge

Attest:

County Clerk

Title

CERTIFICATION TO BE EXECUTED AT LOAN CLOSING

I, the undersigned, as Juan D. Salinas, III of the County of Hidalgo hereby certify that the Hidalgo County Commissioner's Court of such Association is composed of Five members, of whom Five, constituting a quorum, were present at a meeting thereof duly called and held on the 1st day of July, 2008; and that the foregoing resolution was adopted at such meeting by the vote shown above. I further certify that as of June 11, 2009, the date of closing of the loan from the Government, said resolution remains in effect and has not been rescinded or amended in any way.

Dated, this 11th day of June, 2009.

Juan D. Salinas, III

Title County Judge

Closing Memorandum

$225,000
Hidalgo County, Texas
Tax Notes, Series 2008

Closing Date: Friday, June 12, 2009

Closing: The closing for the Hidalgo County, Texas Tax Notes, Series 2008 (the "Notes") will be held Friday, June 12, 2009, at 10:00 a.m. (the "Closing") at the offices of the County of Hidalgo located at 100 E. Cano, 2nd Floor, Edinburg, Texas.

Those parties expected to participate include:

Party	Title	Company	Phone
J.D. Salinas	County Judge	Hidalgo County	(956) 580-8662
Sergio Cruz	Director, Strategic Planning	Hidalgo County	(956) 292-7025
Dale Kennan	Planning Analyst III	Hidalgo County	(956) 292-7025
Elizabeth Garza	Area Specialist	USDA	(956) 383-4928
Roel Gomez	Rural Dev. Specialist	USDA	(956) 380-8562
Yvonne Trevino	Vice President/Trust Officer	First National Bank	(956) 661-5460
Jesus Ramirez	Bond Counsel	Ramirez & Guerrrero, L.L.P.	(956) 664-0007

Sources:	
Principal Amount of the Note	$225,000.00
Total Source of Funds	**$225,000.00**
Uses:	
Project Fund	$223,850.00
Cost of Issuance	$ 1,150.00
Total Uses of Funds	**$225,000.00**

RECEIPT OF FUNDS

On or before Friday, June 12, 2009, the United States Department of Agriculture – Rural Development, Edinburg, Texas (the "Purchaser") will deposit the amount of $225,000 to the following for disbursements as described herein:

Bank:	First National Bank, McAllen, Texas
ABA#:	114921415
Acct Name:	FNB Fiduciary Nominee, Inc.
Acct#:	0140014012
Further Credit to:	Hidalgo County, Texas Tax Notes, Series 2008 – Acct # 0269
Attn:	Yvonne A. Trevino (956) 661-5460

DISBURSEMENT OF FUNDS

1. On Friday, June 12, 2009, First National Bank, McAllen, Texas, will transfer to Hidalgo County, Texas, the amount of $223,850.00 as follows:

Bank:	First National Bank
ABA#:	114921415
Acct#:	10014233
Name of Acct:	Hidalgo County Tax Notes Series 2008
Attn:	Bibiana Snell

2. The Bank will retain $1,150.00 for its Registrar and Escrow Agent fees.

The following is a summary of the disbursements:

Deposit to Project Fund	$223,850.00
Cost of Issuance	$ 1,150.00
Total	**$225,000.00**

If there are any questions regarding the above information, please call Jesus Ramirez or David Cepeda at (956) 664-0007.

AI-16098 **23.F.1.**

Creation of position and employee transfer

CC REGULAR

Date:	06/22/2009
Submitted By:	Rosie Cantu, BUDGET & MANAGEMENT
Submitted For:	Dept. Of Budget & Management
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management
Purchasing only:	Salary Schedule Changes

Information

CAPTION

Elections (1100):
a. Approval to create one (1) regular full-time Accountant II position, slot no. 0109, budgeted salary $40,404.00 and transfer-in employee no. 157716 to the Elections Dept., effective 06/23/09
b. Approval of revised salary schedule

DBM- Budget Division (1100)
a. Approval to delete one (1) regular full-time Budget Analyst I position, slot no. 010, budgeted salary $40,404.00, effective 06/23/09
b. Approval of 2009 interdepartmental transfer
c. Approval of revised salary schedule

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-415-14-115-001-0-XXX

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

BUDGETARY IMPACT:

Available funding made available from deletion of Budget Analyst I position and interdepartmental transfer which is pending CC approval.

Attachments

Link: Job Description- BA I

Link: Job Description- Accountant II

Link: Revised Salary Schedule- DBM

Link: Revised Salary Schedule- Elections

Link: Fiscal Note

Link: Inter transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Rosalinda Cantu (Originator)	Rosie Cantu	06/18/2009 04:49 PM	APRV
2	Budget & Management		06/18/2009 05:09 PM	NEW

Form Started By: Rosie Cantu

Started On: 06/18/2009 09:41 AM

Final Approval Date: 06/18/2009

HIDALGO COUNTY

Department of Budget and Management

JOB TITLE: Budget Analyst I FLSA STATUS: Non - Exempt

DEPARTMENT: 115 - 001 CIVIL SERVICE STATUS: Non - Exempt

GENERAL JOB DESCRIPTION:

Under the direction of the Manager, Budget Management Section, performs budget preparation and analysis work. Work involves examining, reviewing, and analyzing operating budgets; compiling data, statistics, or reports relating to budgetary activities; preparing and revising annual operating budgets; and providing technical advice or assistance to county departments on budgetary matters. Usually has responsibility for monitoring certain departments and or funds. May train or coordinate work of a budget clerk.

EXAMPLES OF WORK PERFORMED:

Prepares county budget forms and instructions.
Develops budget policies or procedures.
Prepares special reports related to budget data.
Provides advice or assistance to county department staff on budget planning and management.
Examines operating budgets to determine whether budgeted funds have been allocated to the appropriate classification of cost.
Reviews operating budget reports to project expenditures and to determine shortages or surpluses.
Coordinates budgeting procedures, preparation, or reporting with other units or departments.
Reports those areas where funds can most appropriately be utilized through fund transfers.
Advises departments about actions that may be required to stay within budgeted funds.
Studies or develops budget formulas used in budget preparations
Performs related work as assigned.

MINIMUM QUALIFICATIONS:

A bachelor's degree from an accredited college or university in accounting, business administration, public administration or other related major. Two years of the required experience may be substituted for one year of the required education with a maximum substitution of two years.

One year of full-time experience in accounting, auditing, budget preparation, financial management, statistical analysis, or other responsible analytical or professional work that provided a knowledge of budget procedures, budget execution, budgetary and financial relationships with workloads of organizational element, organizational structure, and work processes of an organization.

KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge of governmental accounting and budgetary procedures.
Knowledge of the principles of organization and management.
Knowledge of the capabilities and products of electronic data processing.
Ability to analyze fiscal management information and determine need for and best use of funds.
Ability to develop and implement budgetary policies and procedures.
Ability to analyze budgetary problems and develop and present alternative solutions.
Ability to plan work of staff compiling fiscal data.
Ability to communicate orally and in writing.
Ability to maintain effective working relationships with others.
Skill in the use of computer software to analyze data.

CERTIFICATES, LICENSES, AND REGISTRATIONS

Must have a current valid Texas Motor Vehicle Operator's license
Must be able to be insured by the County's insurance carrier.
Must have liability insurance.

OTHER SKILLS AND ABILITIES

May be assigned other duties in addition to those listed; duties may change according to the changing needs of the Budget Office and/or 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, walk, sit, use hands, handle or feel objects. The employee may also need to climb, balance, stoop, or kneel. The employee must occasionally lift and/or move heavy items or objects. 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 conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- Sitting for extended periods of time
- Operating assigned equipment

MENTAL REQUIREMENTS

Maintain mental capacity appropriate to the performance of assigned duties and responsibilities which may include the following:

- Making sound decisions and using good judgment
- Handling budgetary and financial affairs effectively and honestly
- Maintaining confidentiality
- Demonstrating intellectual capabilities

OTHER REQUIREMENTS

Effectively handle a work requirement and conditions which involve the following"

- 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 County and department safety policies and procedures

ACCOUNTANT II

GRADE: 10

GENERAL DESCRIPTION

Performs routine (journey-level) accounting work. Work involves maintaining, preparing, posting, and balancing financial statements, records, documents, or reports. May specialize in some phase of accounting work such as federal funds accounting, property and equipment control, cost, payroll, budgeting, or bond servicing. May train others. Works under moderate supervision with limited latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Prepares financial statements with schedules and exhibits.

Prepares special reports on payroll, estimates, cost data, and budget items.

Prepares and posts various vouchers and audits them for accuracy.

Audits accounting or control records for accuracy and conformance to established standards and procedures.

Researches reconciliation discrepancies and reports findings.

Recommends improvements, adaptations, or revisions to the accounting system and accompanying procedures.

Provides technical assistance to staff in handling accounting transactions.

May serve as a consultant on accounting matters to administrative, supervisory, or technical staff, and assists agency administrators in applying financial data to the resolution of administrative or operating problems.

May work with state and federal grants.

May monitor clerical work in progress and audit completed work for accuracy.

May train others.

Performs related work as assigned.

GENERAL QUALIFICATION GUIDELINES

Experience and Education

1-2 years experience in governmental or commercial accounting. Graduation from an accredited four year college or university with a Bachelors in Business Administration preferably in Accounting or Finance, with 9 hours in accounting. Experience and education may be substituted for one another.

Knowledge, Skills, and Abilities

Knowledge of generally accepted accounting principles and procedures affecting maintenance of accounting records and of automated accounting systems.

Ability to supervise the work of others; to interpret and apply accounting theory; to work accurately with numerical detail; to analyze, consolidate, and interpret accounting data, and to train others. Knowledge in MS Word and Excel. 10 key calculator.

Knowledge in Uniform Grants Management Standards preferably. (UGMS)

Registration Certification, or Licensure

HIDALGO COUNTY
COMMISSIONER COURT
2009 SALARY SCHEDULE

1100-415-14-115-001-0

AI - 16098

BUDGET & MANAGEMENT

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	$76,960.00	$0.00	$76,960.00	0.05	$3,848.00	$0.00	$80,808.00	$80,808.00	$317.14	$0.00	$0.00	$0.00	$0.00	$81,125.14
0002	113	MANAGER, BUDGET MANAGEMENT SECTION	$63,960.00	$0.00	$63,960.00	0.05	$3,198.00	$0.00	$67,158.00	$67,158.00	$660.00	$0.00	$0.00	$0.00	$0.00	$67,818.00
0003	113	MANAGER, STRATEGIC PLANNING SECTION	$63,960.00	$0.00	$63,960.00	0.05	$3,198.00	$0.00	$67,158.00	$67,158.00	$0.00	$0.00	$0.00	$0.00	$0.00	$67,158.00
0004	113	SENIOR BUDGET ANALYST	$52,000.00	$0.00	$52,000.00	0.05	$2,600.00	$0.00	$54,600.00	$54,600.00	$0.00	$0.00	$0.00	$0.00	$0.00	$54,600.00
0005	113	SENIOR PLANNING ANALYST	$52,000.00	$0.00	$52,000.00	0.05	$2,600.00	$0.00	$54,600.00	$54,600.00	$300.00	$0.00	$0.00	$0.00	$0.00	$54,900.00
0006	113	PLANNING ANALYST II	$42,640.00	$0.00	$42,640.00	0.05	$2,132.00	$0.00	$44,772.00	$42,750.00	$0.00	$0.00	$0.00	$0.00	$0.00	$42,750.00
0007	113	BUDGET ANALYST II	$42,640.00	$0.00	$42,640.00	0.05	$2,132.00	$0.00	$44,772.00	$42,750.00	$0.00	$0.00	$0.00	$0.00	$0.00	$42,750.00
0008	113	PUBLIC INFORMATION OFFICER	$41,600.00	$0.00	$41,600.00	0.05	$2,080.00	$0.00	$43,680.00	$43,680.00	$0.00	$0.00	$0.00	$0.00	$0.00	$43,680.00
0009	113	BUDGET ANALYST I	$38,480.00	$0.00	$38,480.00	0.05	$1,924.00	$0.00	$40,404.00	$40,404.00	$0.00	$0.00	$0.00	$0.00	$0.00	$40,404.00
		DELETE ↓														
~~0010~~	~~113~~	~~BUDGET ANALYST I~~	~~$38,480.00~~	~~$0.00~~	~~$38,480.00~~	~~0 0~~	~~$1,924.00~~	~~$0.00~~	~~$40,404.00~~	~~$38,220.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$38,220.00~~
0011	113	BUDGET ANALYST I	$38,480.00	$0.00	$38,480.00	0.05	$1,924.00	$0.00	$40,404.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0012	113	SUPERVISOR, CLERICAL SECTION	$33,800.00	$0.00	$33,800.00	0.05	$1,690.00	$0.00	$35,490.00	$35,490.00	$420.00	$0.00	$0.00	$0.00	$0.00	$35,910.00
0014	113	BUDGET CLERK II	$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
0015	113	BUDGET CLERK II	$28,600.00	$0.00	$28,600.00	0.05	$1,430.00	$570.00	$30,600.00	$30,600.00	$360.00	$0.00	$0.00	$0.00	$0.00	$30,960.00
0016	113	BUDGET CLERK I	$28,080.00	$0.00	$28,080.00	0.05	$1,404.00	$596.00	$30,080.00	$30,080.00	$300.00	$0.00	$0.00	$0.00	$0.00	$30,380.00
0019	113	ECONOMIC DEVELOPMENT SPECIALIST	$55,120.00	$0.00	$55,120.00	0.05	$2,756.00	$0.00	$57,876.00	$57,876.00	$0.00	$0.00	$0.00	$0.00	$0.00	$57,876.00
0020	113	BUDGET CLERK I	$28,080.00	$0.00	$28,080.00	0.05	$1,404.00	$596.00	$30,080.00	$30,080.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,080.00
0021	113	BUDGET ANALYST I	$38,480.00	$0.00	$38,480.00	0.05	$1,924.00	$0.00	$40,404.00	$39,900.00	$0.00	$0.00	$0.00	$0.00	$0.00	$39,900.00
0022	113	PLANNING ANALYST I	$0.00	$38,480.00	$38,480.00	0.05	$1,924.00	$0.00	$40,404.00	$36,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$36,000.00
0023	113	PLANNING ANALYST I	$0.00	$38,480.00	$38,480.00	0.05	$1,924.00	$0.00	$40,404.00	$36,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$36,000.00
0024	113	BUDGET ANLAYST III	$0.00	$49,750.00	$49,750.00	0	$0.00	$0.00	$49,750.00	$47,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$47,500.00
0025	113	PLANNING ANALYST III	$0.00	$49,750.00	$49,750.00	0	$0.00	$0.00	$49,750.00	$47,500.00	$360.00	$0.00	$0.00	$0.00	$0.00	$47,860.00
		TOTAL	$794,560.00	$176,460.00	$971,020.00		$43,576.00	$1,762.00	$1,016,358.00	$955,914.00	$2,717.14	$0.00	$0.00	$0.00	$0.00	$958,631.14

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HIDALGO COUNTY
COMMISSIONER COURT
2009 SALARY SCHEDULE

1100-414-00-130-001-0

AI - 16098

ELECTIONS DEPT

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	112	ELECTIONS ADMINISTRATOR	$70,000.00	$0.00	$70,000.00	0.05	$3,500.00	$0.00	$73,500.00	$73,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$73,500.00
0002	113	INFORMATION TECHNOLOGY MANAGER	$59,933.00	$0.00	$59,933.00	0.05	$2,997.00	$0.00	$62,930.00	$62,930.00	$360.00	$0.00	$0.00	$0.00	$0.00	$63,290.00
0005	113	ELECTIONS SPECIALIST	$37,500.00	$0.00	$37,500.00	0.05	$1,875.00	$0.00	$39,375.00	$39,375.00	$420.00	$0.00	$0.00	$0.00	$0.00	$39,795.00
0007	113	SENIOR FIELD SERVICE SPECIALIST	$31,116.00	$0.00	$31,116.00	0.05	$1,555.80	$0.00	$32,671.80	$32,672.00	$0.00	$0.00	$0.00	$0.00	$0.00	$32,672.00
0010	113	ACCOUNTING CLERK	$27,445.00	$0.00	$27,445.00	0.05	$1,372.00	$3,183.00	$32,000.00	$32,000.00	$1,860.00	$0.00	$0.00	$0.00	$0.00	$33,860.00
0011	113	ELECTIONS SPECIALIST ASSISTANT	$26,980.00	$0.00	$26,980.00	0.05	$1,349.00	$651.00	$28,980.00	$28,980.00	$300.00	$0.00	$0.00	$0.00	$0.00	$29,280.00
0013	113	FIELD SERVICE SPECIALIST	$26,301.00	$0.00	$26,301.00	0.05	$1,315.00	$685.00	$28,301.00	$28,301.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,301.00
0014	113	DATA PROCESSOR III	$22,149.00	$0.00	$22,149.00	0.05	$1,107.00	$3,744.00	$27,000.00	$27,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27,000.00
0015	113	DATA PROCESSOR II	$22,149.00	$0.00	$22,149.00	0.05	$1,107.00	$2,244.00	$25,500.00	$25,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,500.00
0016	113	DATA PROCESSOR II	$19,424.00	$0.00	$19,424.00	0.05	$971.00	$5,105.00	$25,500.00	$25,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,500.00
0017	113	DATA PROCESSOR I	$19,424.00	$0.00	$19,424.00	0.05	$971.00	$3,605.00	$24,000.00	$24,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,000.00
0018	113	DATA PROCESSOR I	$19,424.00	$0.00	$19,424.00	0.05	$971.00	$3,605.00	$24,000.00	$24,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,000.00
0019	113	DATA PROCESSOR I	$19,424.00	$0.00	$19,424.00	0.05	$971.00	$3,605.00	$24,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0020	113	DATA PROCESSOR I	$19,424.00	$0.00	$19,424.00	0.05	$971.00	$3,605.00	$24,000.00	$24,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,000.00
0021	113	DATA PROCESSOR I	$19,424.00	$0.00	$19,424.00	0.05	$971.00	$3,605.00	$24,000.00	$24,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,000.00
0022	113	DATA PROCESSOR I	$19,424.00	$0.00	$19,424.00	0.05	$971.00	$3,605.00	$24,000.00	$24,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,000.00
0085	113	EXECUTIVE ASSISTANT	$40,000.00	$0.00	$40,000.00	0.05	$2,000.00	$0.00	$42,000.00	$40,950.00	$1,260.00	$0.00	$0.00	$0.00	$0.00	$42,210.00
0086	113	STREET INDEXING SPECIALIST	$0.00	$34,000.00	$34,000.00	0	$0.00	$0.00	$34,000.00	$34,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$34,000.00
T088	121	DATA PROCESSOR	$16,640.00	$0.00	$16,640.00	0	$0.00	$0.00	$16,640.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
T095	121	DATA PROCESSOR	$16,640.00	$0.00	$16,640.00	0	$0.00	$0.00	$16,640.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
T100	121	DATA PROCESSOR	$16,640.00	$0.00	$16,640.00	0	$0.00	$0.00	$16,640.00	$16,640.00	$0.00	$0.00	$0.00	$0.00	$0.00	$16,640.00
T103	121	DATA PROCESSOR	$16,640.00	$0.00	$16,640.00	0	$0.00	$0.00	$16,640.00	$16,640.00	$0.00	$0.00	$0.00	$0.00	$0.00	$16,640.00
T108	121	DELIVERY DRIVER	$16,640.00	$0.00	$16,640.00	0	$0.00	$0.00	$16,640.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
		NEW POSITION														
		↓														
0109	**113**	**ACCOUNTANT II**	**$0.00**	**$40,404.00**	**$40,404.00**	**0**	**$0.00**	**$0.00**	**$40,404.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
		TOTAL	$582,741.00	$74,404.00	$657,145.00		$24,974.80	$37,242.00	$719,361.80	$603,988.00	$4,200.00	$0.00	$0.00	$0.00	$0.00	$608,188.00

CREATION OF ACCOUNTANT II O ITION, OT NO 0 09 AND E O EE TRAN FER IN ENDIN CC A RO A

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: Monday, June 22, 2009 **Agenda Item:** 16098

Summary of request/proposal:

The Elections dept. is requesting approval to create one (1) regular full-time Accountant II position, slot no. 0109, budgeted salary $40,404.00 and transfer employee no. 157716 from the Dept of Budget & Management-Budget Division. The Budget Division is requesting approval to delete one (1) regular full-time Budget Analyst I position, slot no. 010, budgeted salary $40,404.00. Effective date, 06/23/09.

DBM- BUDGET DIVISION

Fund	Current Position	New Position	Slot#	Obj	Current Budgeted Salary	Adjustment/ Salary Requested	Total Adjustment/ Salary Requested
1100	BUDGET ANALYST I	-	0010	113	40,404.00	0.00	(40,404.00)
					40,404.00	0.00	(40,404.00)

Budgetary Impact (Fund 1100):

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
9-1100-415-14-115-001-0-	113	DBM-BUDGET DIV.	REG F/T EMPLOYEES	($21,363.03)
9-1100-415-14-115-001-0-	211	DBM-BUDGET DIV.	HEALTH INSURANCE	($2,201.66)
9-1100-415-14-115-001-0-	212	DBM-BUDGET DIV.	LIFE INSURANCE	($14.28)
9-1100-415-14-115-001-0-	220	DBM-BUDGET DIV.	FICA	($1,634.27)
9-1100-415-14-115-001-0-	230	DBM-BUDGET DIV.	RETIREMENT	($1,926.95)
9-1100-415-14-115-001-0-	250	DBM-BUDGET DIV.	UNEMPLOYMENT COMP	($106.82)
9-1100-415-14-115-001-0-	260	DBM-BUDGET DIV.	WORKER'S COMP	($42.73)
			2009 Budgetary Impact	($27,289.74)

2010 BUDGETARY IMPACT: $ -

Possible Funding Sources: NO BUDGETARY IMPACT

ELECTIONS

Fund	Current Position	New Position	Slot#	Obj	Current Budgeted Salary	Adjustment/ Salary Requested	Total Adjustment/ Salary Requested
1100	-	ACCOUNTANT II	0109	113	0.00	40,404.00	40,404.00
					0.00	40,404.00	40,404.00

Budgetary Impact (Fund 1100):

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
9-1100-414-00-130-001-0-	113	ELECTIONS DEPT -	REG F/T EMPLOYEES	$21,363.03
9-1100-414-00-130-001-0-	211	ELECTIONS DEPT -	HEALTH INSURANCE	$2,201.66
9-1100-414-00-130-001-0-	212	ELECTIONS DEPT -	LIFE INSURANCE	$14.28
9-1100-414-00-130-001-0-	220	ELECTIONS DEPT -	FICA	$1,634.27
9-1100-414-00-130-001-0-	230	ELECTIONS DEPT -	RETIREMENT	$1,926.95
9-1100-414-00-130-001-0-	250	ELECTIONS DEPT -	UNEMPLOYMENT COMP	$106.82
9-1100-414-00-130-001-0-	260	ELECTIONS DEPT -	WORKER'S COMP	$42.73
			2009 Budgetary Impact	$27,289.74

2010 BUDGETARY IMPACT: $ 51,613.18

Possible Funding Sources: INTERDEPT. TRANSFER (1100) FROM DBM

Budget Office Recommendation:

INTERDEPARTMENTAL TRANSFER REQUEST

DATE: June 18, 2009

AI-16098

2009
Transfer

DEPARTMENT HEAD: RAUL SILGUERO, JR, BUDGET OFFICER

DEPARTMENT NAME: DEPT OF BUDGET & MANAGEMENT FOR DBM/ ELECTIONS

SUBJECT: **INTERDEPARTMENTAL TRANSFER**

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

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	Amount
FROM:		
9-1100-415-14-115-001-0-113	DBM-BUDGET DIV.- REG F/T EMPLOYEES	($21,363.03)
9-1100-415-14-115-001-0-211	DBM-BUDGET DIV.- HEALTH INSURANCE	($2,201.66)
9-1100-415-14-115-001-0-212	DBM-BUDGET DIV.- LIFE INSURANCE	($14.28)
9-1100-415-14-115-001-0-220	DBM-BUDGET DIV.- FICA	($1,634.27)
9-1100-415-14-115-001-0-230	DBM-BUDGET DIV.- RETIREMENT	($1,926.95)
9-1100-415-14-115-001-0-250	DBM-BUDGET DIV.- UNEMPLOYMENT COMP	($106.82)
9-1100-415-14-115-001-0-260	DBM-BUDGET DIV.- WORKER'S COMP	($42.73)
TO:		
9-1100-414-00-130-001-0-113	ELECTIONS DEPT - REG F/T EMPLOYEES	$21,363.03
9-1100-414-00-130-001-0-211	ELECTIONS DEPT - HEALTH INSURANCE	$2,201.66
9-1100-414-00-130-001-0-212	ELECTIONS DEPT - LIFE INSURANCE	$14.28
9-1100-414-00-130-001-0-220	ELECTIONS DEPT - FICA	$1,634.27
9-1100-414-00-130-001-0-230	ELECTIONS DEPT - RETIREMENT	$1,926.95
9-1100-414-00-130-001-0-250	ELECTIONS DEPT - UNEMPLOYMENT COMP	$106.82
9-1100-414-00-130-001-0-260	ELECTIONS DEPT - WORKER'S COMP	$42.73
	TOTAL BUDGET INCREASE/DECREASE	**0.00**

REASON: Interdepartmental transfer to fund salary related expenditurse for Accountant II position, slot 0109 at Elections Dept.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

Form DBM-202

AI-16052 **24.A.4.**

Award of bid - Purchase of Gravel Bedding Material

CC REGULAR

Date:	06/22/2009
Submitted By:	Gricelda Villarreal, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Hidalgo County

Information

CAPTION

Requesting award of bid and approval of contract (approved as to form by legal) to the vendor submitting the bid meeting all specifications/requirements for: "Purchase of Gravel Bedding Material" for Hidalgo County.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1202-431-00-122-006-0-673

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

BUDGETARY IMPACT:

Available balance as of 6-18-09 $97,513.02

FISCAL YEAR: 2009 **ACCT. #:** 9-1204-431-00-124-007-0-673

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

BUDGETARY IMPACT:

Available balance as of 6-18-09 $63,979.38

Attachments

Link: Tab sheet and recommendation memo

Link: Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/17/2009 02:54 PM	APRV
2	Budget & Management	Veronica Lopez	06/17/2009 03:11 PM	APRV
3	Manuel Chapa	Manuel Chapa	06/18/2009 10:02 AM	APRV
4	Auditor's Office		06/18/2009 05:09 PM	NEW

Form Started By: Gricelda Villarreal Started On: 06/16/2009 05:00 PM

Final Approval Date: 06/18/2009

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING RESPONDENT'S LOG
REQUIREMENTS/RFP PACKETS

IBF-RFP-RFQ-RFI

RFB OPENING DATE: May 13, 2009 **RFB OPENING TIME: 9:30 A.M.**
DEPARTMENT/BID DESCRIPTION: "RFB Purchase of Gravel Bedding Material-Hidalgo County"
RFB NO: 2009-020-05-13CGV

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. Progreso Materials Erica Benavides	email	progresomaterials@yahoo.com	5-01-09	PO Box 250 McAllen, Tx 78505 956-618-0140 Fax: 630-5869
2. Valley Caliche Mark Motheral	Email	valleycaliche@aol.com	5-01-09	PO Box 1086 Mission, Tx 78573 581-2751 Fax: 585-6844
3. Frontera Materials Inc. Barry M. Ehlinger	Email	Bmefrontera@aol.com	5-01-09	PO Box 1449 Elsa, Texas 316-8900 Fax: 316-8905
4.Roy's Hauling Roy Balderas	IP	Christina	5-01-09	PO Box 1896 Edinburg, Tx 78540
5. Rio Valley Pipe,LLC Roger V. Gonzales	Email	rvproger@yahoo.com	5-01-09	7301 W. Expressway 83 Mission, Texas 78572 584-5770 Fax: 583-2086
6.				
7.				
8.				
9.				
10.				

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
PROPOSER LIST MAIL OUT (PLM)

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: Hidalgo County-Drainage Improvement Projects

BID OPENIG DATE: May 13, 2009	**BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: RFB-Purchase of Gravel Bedding Material-Hidalgo County

BID NO: 2009-020-05-13CGV

RFB#	NAME OF COMPANY	ACKNOWLEDGE RECEIPT	ADDENDUM
#01	Upper Valley Materials Mission Texas	See Bid Tabulation Sheet	
#02	Dirt Depot & Supplies Donna, Texas	See Bid Tabulation Sheet	
#03	Roy's Hauling Service, Inc. Edinburg, Texas	See Bid Tabulation Sheet	
#04			
#05			
#06			
#07			
#08			
#09			
#10			

HIDALGO COUNTY
"PURCHASE OF GRAVEL BEDDING MATERIAL"
BID NO.: 2009-020-05-13-CGV

Tabulation Sheet

Name of Participants→→→→→		Dirt Depot & Supplies Inc.	Upper Valley Materials, LLC.
Aggregate Grade No.	Normal Size	Total Cost Per Ton	Total Cost Per Ton
1	2"	----------	$10.00
2	1-1/2 "	---------	$11.50
3	1-1/2"	$18.25	$11.50
4	1"	$16.25	$11.50
5	3/4"	---------	$12.75
6	1/2"	---------	$12.75
7	3/8"	$16.25	$11.00
8	3/8"	---------	$11.00
Other	2 ½" – 3 ½ "	$17.25	$10.00

Roy's Hauling→→→		Precinct No. 1	Precinct No. 2	Precinct No. 3	Precinct No.4
Aggregate Grade No.	Normal Size	Total Cost per Ton	Total Cost per Ton	Total Cost per Ton	Total Cost per Ton
1	2"	NO BID	NO BID	NO BID	NO BID
2	1-1/2 "	$21.25	$18.75	$16.75	$19.75
3	1-1/2"	$21.25	$18.75	$16.75	$19.75
4	1"	$21.25	$18.75	$16.75	$19.75
5	3/4"	$22.00	$19.50	$17.50	$19.50
6	1/2"	NO BID	NO BID	NO BID	NO BID
7	3/8"	NO BID	NO BID	NO BID	NO BID
8	3/8"	NO BID	NO BID	NO BID	NO BID
Other	2 ½" – 3 ½ "	$20.00	$17.50	$15.50	$18.50

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: Hon. Sylvia Handy, Commissioner
Hidalgo County Precinct No. 1
ATTN: Noe Montes, Assistant Administrator

TO: Hon. Hector "Tito" Palacios, Commissioner
Hidalgo County Precinct No. 2
ATTN: Mr. Ricardo Cuellar, Field Operations Foreman

Hon. Joe M. Flores, Commissioner
Hidalgo County Precinct No. 3
ATTN: Mr. Saul Ramirez, Field Operations Foreman

Hon. Oscar Garza Jr., Commissioner
Hidalgo County Precinct No. 4
ATTN: Mr. Juan Carranza, Chief Administrator

FROM: Cris Villarreal, Buyer II
Hidalgo County Purchasing Department

DATE: June 11, 2009

RE: RFB- "Purchase of Gravel Bedding Material for Hidalgo County"

Enclosed for your review, comments and recommendation, please find a copy of the tabulation sheet for the bids receiv regarding the above reference project.

Please make any recommendations including budget information and return it back by Monday, June 12, 2009, so as place on the next Commissioner's Court meeting.

Specify name of vendor/company being recommended: LOWEST BIDDER

If you have any questions, please call me at 318-2626.

APPROVE ☒ DISAPPROVE ☐

FUNDS AVAILABILITY: X Yes ____ No ____ Other (specify)____

BUDGET ACCOUNT #: 1202-43-00-122-0060-673 PRECINCT NO: PCT. 2

Ricardo Cuellar RICARDO CUELLAR 6/16/09

AUTHORIZED SIGNATURE PRINTED NAME DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 318-2629 OR (956) 292-76

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: Hon. Sylvia Handy, Commissioner
Hidalgo County Precinct No. 1
ATTN: Noe Montes, Assistant Administrator

TO: Hon. Hector "Tito" Palacios, Commissioner
Hidalgo County Precinct No. 2
ATTN: Mr. Ricardo Cuellar, Field Operations Foreman

Hon. Joe M. Flores, Commissioner
Hidalgo County Precinct No. 3
ATTN: Mr. Saul Ramirez, Field Operations Foreman

Hon. Oscar Garza Jr., Commissioner
Hidalgo County Precinct No. 4
ATTN: Mr. Juan Carranza, Chief Administrator

FROM: Cris Villarreal, Buyer II
Hidalgo County Purchasing Department

DATE: June 11, 2009

RE: RFB- "Purchase of Gravel Bedding Material for Hidalgo County"

Enclosed for your review, comments and recommendation, please find a copy of the tabulation sheet for the bids received regarding the above reference project.

Please make any recommendations including budget information and return it back by Monday, June 12, 2009, so as to place on the next Commissioner's Court meeting.

Specify name of vendor/company being recommended: Upper Valley Materials L.L.C.

If you have any questions, please call me at 318-2626.

APPROVE ☑ DISAPPROVE ☐

FUNDS AVAILABILITY: _____Yes _____ No _____ Other (specify)_____

BUDGET ACCOUNT #: 9-1204-431-00-124-0020-673 PRECINCT NO: 4

AUTHORIZED SIGNATURE	PRINTED NAME	DATE
	Jorge De Guerra	6-11-09

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 318-2629 OR (956) 292-7612.

REQUIREMENTS AGREEMENT
C-09-020-06-23

THIS AGREEMENT (the "Agreement") is entered into effective as of **June 23, 2009** and between **Upper Valley Materials L.L.C.** "("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County **"Purchase of Gravel Bedding Material,"** as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "RFB Packet") for a period one (1) year; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good an valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in **"Purchase of Gravel Bedding Material "** in the areas of **HIDALGO COUNTY** projects for a period of one(1) year on an **"As Needed Basis"** from **June 23, 2009** to **June 22, 2010** with the option to renew for an additional one (1) year under the same rates, terms, and conditions, and /or sixty (60) day grace period extension at the end of the contract for unforeseen delays on subsequent contract, and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit B (the "Vendors Bid"). Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. County and Seller agree that either party may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

5. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

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

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

If to Buyer: Hidalgo County
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Seller: Upper Valley Materials, L.L.C.
Attn: Roger V. Gonzales, General Sales Manager
7301 W, Expressway 83
Mission, Texas 78572

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

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

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

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

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

j. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

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

l. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

m. **Insurance.** Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and

shall furnish to County certificates of such insurance coverage.

n. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

EXECUTED effective as of the day and year first above written.

APPROVED BY COMMISSIONERS COURT ON,_____.

APPROVED AS TO FORM:

By:_____

HIDALGO COUNTY

By:_____
Juan D. Salinas, III, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Vendor: Upper Valley Materials, L.L.C.
By:_____
Printed Name:_____
Title:_____

EXHIBIT "A"

RFB Packet

EXHIBIT "B"

BID PAGE FORM

EXHIBIT "C"
INSURANCE REQUIREMENTS

AI-16050 **24.A.5.**

Final Report on Phase II of Courthouse Assessments conducted by ERO International, LLP

CC REGULAR

Date:	06/22/2009
Submitted By:	Marty Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Hidalgo County

Information

CAPTION

Presentation by ERO International, LLP contracted architect firm for various tasks in connection with the Hidalgo County Courthouse including, but not limited to, the final report for the studies/assessments conducted on the facility with acceptance and approval, if applicable for:
Phase II:
a. Property Condition/Assessment and Environmental Assessment;
b. Needs Analysis and Programming

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 9-1100-415-00-115-002-0-334

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

BUDGETARY IMPACT:

PO# 619286, for ERO International LLP, has $82,300.00 available as of 6/17/09.

Attachments

Link: back up

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	06/17/2009 01:16 PM	APRV
2	Budget & Management	Veronica Lopez	06/17/2009 01:37 PM	APRV
3	Dale Kennan	Dale Kennan	06/17/2009 03:52 PM	APRV
4	Auditor's Office		06/18/2009 05:09 PM	NEW

Form Started By: Marty Salazar — Started On: 06/16/2009 04:30 PM

Final Approval Date: 06/18/2009

Purchase Order

COUNTY OF HIDALGO

PO#: 619286

DATE: 03/12/09

VENDOR: 300306 REQ:00150674

Email:

Phone:

ERO INTERNATIONAL, LLP
300 S. 8TH ST.
MCALLEN TX 78501

Vendor Acct:

BUYER:

SHIP TO: BUDGET OFFICER
100 E. CANO, 1ST FL
EDINBURG TX 78539

CONTACT: VALDE GUERRA

SITE: BUDGET OFFICE

Special Instructions:

Contract No:

VENDOR NOTES

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

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1		Hidalgo County Courthouse Condition Assessment Phase II Contract - Part A - Property Condition Assessment: Environmental Assessment	95,000.00	95,000.00
1		Phase II - Part B - Needs Analysis and Programming	125,000.00	125,000.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		220,000.00
		********** For Hidalgo County use only		
		9-1100-415-00-115-002-0-334 220,000.00		
		Approved		
		_____		

Authorized by: Martha L. Salazar

AIA® Document B141™ – 1997 Part 1

Standard Form of Agreement Between Owner and Architect
with Standard Form of Architect's Services

TABLE OF ARTICLES

1.1 INITIAL INFORMATION

1.2 RESPONSIBILITIES OF THE PARTIES

1.3 TERMS AND CONDITIONS

1.4 SCOPE OF SERVICES AND OTHER SPECIAL TERMS AND CONDITIONS

1.5 COMPENSATION

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AGREEMENT made as of the Twenty-third day of December in the year Two-Thousand and Eight.
(In words, indicate day, month and year)

BETWEEN the Architect's client identified as the Owner:
(Name, address and other information)

County of Hidalgo
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

and the Architect:
(Name, address and other information)

ERO International, LLP
300 South 8th Street
McAllen, Texas 78501
Phone Number: (956) 661-0400
Fax Number: (956) 661-0401

For the following Project:
(Include detailed description of Project)

Phase I:
EXISTING CONDITIONS
Prepare Drawings of existing conditions of the site (including sidewalks, parking, etc.) and buildings (floor plans and exterior elevations) on the Courthouse Square bounded by McIntyre Street on the north, Closner Blvd. on the east, Cano Street on the South and 10th Ave. on the west.

Phase II:
(Approved in Commissioners' Court on December 16, 2008 to complete described Exhibit "D " Appendix A)
(A) PROPERTY CONDITION ASSESSMENT; ENVIRONMENTAL ASSSESSMENT
(B) NEEDS ANALYSIS AND PROGRAMMING
Phase II (A) Perform a facilities assessment, building code assessment and deferred maintenance assessment of the site, buildings and physical plant.

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Phase II (B) Needs Analysis & Programming.

Phase III:
DESIGN AND CONSTRUCTION
Design the renovation of the 3rd, 4th, and 5th floors to accommodate new courtrooms and ancillary spaces.

All Phases are on an **"As Needed Basis"** as approved by Commissioners' Court and no work should be commenced by the Architect until Architect receives a written Notice to Proceed by Owner.
No work is guaranteed under any Phase described herein.

The Owner and Architect agree as follows:

ARTICLE 1.1 INITIAL INFORMATION

§ 1.1.1 This Agreement is based on the following information and assumptions.
(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")

§ 1.1.2 PROJECT PARAMETERS

§ 1.1.2.1 The objective or use is:
(Identify or describe, if appropriate, proposed use or goals.)

Evaluate existing courthouse for possible renovation.

§ 1.1.2.2 The physical parameters are:
(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports about the site.)

100 North Closner, Edinburg, Texas 78539

§ 1.1.2.3 The Owner's Program is:
(Identify documentation or state the manner in which the program will be developed.)

N/A

§ 1.1.2.4 The legal parameters are:
(Identify pertinent legal information, including, if appropriate, land surveys and legal descriptions and restrictions of the site.)

N/A

§ 1.1.2.5 The financial parameters are as follows.

.1 Amount of the Owner's overall budget for the Project, including the Architect's compensation, is:
.2 Amount of the Owner's budget for the Cost of the Work, excluding the Architect's compensation, is:
.3 A stipulated amount of $216,580.00 for Architectural services for Phase I.
.4 A stipulated amount of $95,000.00 for Architectural services for Phase II (A);
.5 A stipulated amount of $125,000.00 for Phase II (B);
.6 An allowance of $20,000.00 for Phase II (A) & (B) to apply to travel and reimbursable expenses shall not be exceeded without prior written acceptance of the Owner.
.7 Phase III to be determined by written agreement between Owner and Architect at a later date if project warrants the work and Architect is issued a written Notice to Proceed by Owner.

§ 1.1.2.6 The time parameters are:
(Identify, if appropriate, milestone dates, durations or fast track scheduling.)

Phase I – 4 months period upon approval of Commissioners' Court
Phase II (A) – 3 months period upon approval of Commissioners' Court

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Phase II (B) – 5 months period upon approval of Commissioners' Court
Phase III- To be negotiated at a later date.

§ 1.1.2.7 The proposed procurement or delivery method for the Project is:
(Identify method such as competitive bid, negotiated contract, or construction management.)

Competitive Bid.

§ 1.1.2.8 Other parameters are:
(Identify special characteristics or needs of the Project such as energy, environmental or historic preservation requirements.)

§ 1.1.3 PROJECT TEAM

§ 1.1.3.1 The Owner's Designated Representative is:
(List name, address and other information.)

Hidalgo County Commissioners' Court, Valde Guerra, Commissioners' Court Executive Director, and Daniel Flores, Buildings and Ground Director as referenced on the AIA 201 General Conditions in section 2.1.1, as authorized representatives.
100 E. Cano, 2nd Floor, Edinburg, Texas 78539

§ 1.1.3.2 The persons or entities, in addition to the Owner's Designated Representative, who are required to review the Architect's submittals to the Owner are:
(List name, address and other information.)

Hidalgo County Commissioners' Court
100 East Cano, 2nd Floor
Edinburg, Texas 78539

§ 1.1.3.3 The Owner's other consultants and contractors are:
(List discipline and, if known, identify them by name and address.)

§ 1.1.3.4 The Architect's Designated Representative is:
(List name, address and other information.)

Eli R. Ochoa, PE, AIA
300 South 8th Street
McAllen, Texas 78501
Telephone Number: (956) 661-0400
Fax Number: (956) 661-0401
Eochoa@erointernational.com

§ 1.1.3.5 The consultants retained at the Architect's expense are:
(List discipline and, if known, identify them by name and address.)

§ 1.1.4 Other important initial information is:

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§ 1.1.5 When the services under this Agreement include contract administration services, the General Conditions of the Contract for Construction shall be the 1997edition of AIA Document A201 as modified by Owner and attached hereto as Exhibit "C".:

§ 1.1.6 The information contained in this Article 1.1 may be reasonably relied upon by the Owner and Architect in determining the Architect's compensation. Both parties, however, recognize that such information may change and, in that event, the Owner and the Architect shall negotiate appropriate adjustments in schedule, compensation and Change in Services in accordance with Section 1.3.3.

ARTICLE 1.2 RESPONSIBILITIES OF THE PARTIES

§ 1.2.1 The Owner and the Architect shall cooperate with one another to fulfill their respective obligations under this Agreement. Both parties shall endeavor to maintain good working relationships among all members of the Project team.

§ 1.2.2 OWNER

§ 1.2.2.1 Unless otherwise provided under this Agreement, the Owner shall provide full information in a timely manner regarding requirements for and limitations on the Project. The Owner shall furnish to the Architect, within 15 days after receipt of a written request, information necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 1.2.2.2 The Owner shall periodically update the budget for the Project, including that portion allocated for the Cost of the Work. If the Owner should increase or decrease the overall budget, the portion of the budget allocated for the Cost of the Work, or contingencies included in the overall budget or a portion of the budget, the Architect may make corresponding change in the Project scope as agreed to in writing by the Owner.

§ 1.2.2.3 The Owner's Designated Representative identified in Section 1.1.3 shall be authorized to act on the Owner's behalf with respect to the Project. The Owner or the Owner's Designated Representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 1.2.2.4 The Owner shall furnish the services of consultants other than those designated in Section 1.1.3 or authorize the Architect to furnish them as a Change in Services when such services are requested by the Architect and are reasonably required by the scope of the Project as agreed to in writing by the Owner.

§ 1.2.2.5 Unless otherwise provided in this Agreement, the Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 1.2.2.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 1.2.2.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's Instruments of Service provided however, that failure of the Owner to provide such notice shall in no way affect the Architect's obligations hereunder, nor shall such failure relieve the Architect from any liability for failure to discover and correct any such fault defect, error, omission or inconsistency.

§ 1.2.3 ARCHITECT

§ 1.2.3.1 The services performed by the Architect, Architect's employees and Architect's consultants shall be as enumerated in Article 1.4.

§ 1.2.3.2 The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Architect shall submit for the Owner's approval a schedule for the

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performance of the Architect's services which initially shall be consistent with the time periods established in Section 1.1.2.6 and which shall be adjusted, upon mutual agreement if necessary, as the Project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.

§ 1.2.3.3 The Architect's Designated Representative identified in Section 1.1.3 shall be authorized to act on the Architect's behalf with respect to the Project.

§ 1.2.3.4 The Architect shall maintain the confidentiality of information specifically designated as confidential by the Owner, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent the Architect from establishing a claim or defense in an adjudicatory proceeding. The Architect shall require of the Architect's consultants similar agreements to maintain the confidentiality of information specifically designated as confidential by the Owner.

§ 1.2.3.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 1.2.3.6 The Architect shall review laws, codes, and regulations applicable to the Architect's services. The Architect shall respond in the design of the Project to requirements imposed by governmental authorities having jurisdiction over the Project.

§ 1.2.3.7 The Architect shall be entitled to rely on the reasonable accuracy and completeness of services and information furnished by the Owner. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any errors, omissions or inconsistencies in such services or information.

§ 1.2.3.8 The Architect shall be a representative of the Owner with respect to this Project, and shall not engage in any activity or course of conduct which is detrimental to the Owner's best interests. The Architect shall take all reasonable steps necessary to comply with the terms and conditions set forth in Section 2.6.2.Evaluation of the Work.

ARTICLE 1.3 TERMS AND CONDITIONS

§ 1.3.1 COST OF THE WORK

§ 1.3.1.1 The Cost of the Work shall be the total cost or, to the extent the Project is not completed, the estimated cost to the Owner of all elements of the Project designed or specified by the Architect.

§ 1.3.1.2 The Cost of the Work shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Architect, including the costs of management or supervision of construction or installation provided by a separate construction manager or contractor, plus a reasonable allowance for their overhead and profit. .

§ 1.3.1.3 The Cost of the Work does not include the compensation of the Architect and the Architect's consultants, the costs of the land, rights-of-way and financing or other costs that are the responsibility of the Owner.

§ 1.3.2 INSTRUMENTS OF SERVICE

§ 1.3.2.1 Drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service for use solely with respect to this Project. The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights. Original drawings and specifications are the property of the Architect; however, the Project is the property of the Owner, and Architect may not use the drawings and specifications therefore for any purpose not related to the Project without Owner's consent. Owner shall be furnished with such reproductions of drawings and specifications as Owner may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article 1.3.8, Architect will revise drawings to reflect changes made during construction and he will promptly furnish the Owner with one

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complete set of reproducible record prints. Prints shall be furnished, as an additional service, at any other time requested by Owner. All such reproductions shall be property of the Owner, who may use them without Architect's permission for any proper purpose related to the Project, including but not limited to, additions to or completion of the Project.

§ 1.3.2.2 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to reproduce the Architect's Instruments of Service solely for purposes of constructing, using and maintaining the Project, provided that the Owner shall comply with all obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. Any termination of this Agreement prior to completion of the Project shall terminate this license. Upon such termination, the Owner shall refrain from making further reproductions of Instruments of Service and shall return to the Architect within seven days of termination all originals and reproductions in the Owner's possession or control. If and upon the date the Architect is adjudged in default of this Agreement, the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting the Owner to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service solely for purposes of completing, using and maintaining the Project.

§ 1.3.2.3 Submission or distribution of Instruments of Service to meet official regulatory requirements or to other vendors for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Owner.

§ 1.3.2.4 Prior to the Architect providing to the Owner any Instruments of Service in electronic form or the Owner providing to the Architect any electronic data for incorporation into the Instruments of Service, the Owner and the Architect shall by separate written agreement set forth the specific conditions governing the format of such Instruments of Service or electronic data, including any special limitations or licenses not otherwise provided in this Agreement.

§ 1.3.3 CHANGE IN SERVICES

§ 1.3.3.1 Change in Services of the Architect, including services required of the Architect's consultants, may be accomplished after execution of this Agreement, without invalidating the Agreement, if mutually agreed in writing, if required by circumstances beyond the Architect's control, or if the Architect's services are affected as described in Section 1.3.3.2. In the absence of mutual agreement in writing, the Architect shall notify the Owner prior to providing such services. If the Owner deems that all or a part of such Change in Services is required, the Owner shall give prompt written notice to the Architect, and the Architect shall provide those services. Except for a change due to the fault of the Architect, Change in Services of the Architect shall entitle the Architect to an adjustment in compensation pursuant to Section 1.5.2, and to any Reimbursable Expenses described in Section 1.3.9.2 and Section 1.5.5.

§ 1.3.3.2 If any of the following circumstances affect the Architect's services for the Project, the Architect shall be entitled to an appropriate adjustment in the Architect's schedule and compensation:

.1
.2 enactment or revision of codes, laws or regulations or official interpretations which necessitate changes to previously prepared Instruments of Service;
.3 decisions of the Owner not rendered in a timely manner;
.4 significant change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget, or procurement method;
.5 failure of substantial performance on the part of the Owner or the Owner's consultants or contractors;
.6 preparation for and attendance at a public hearing, a dispute resolution proceeding or a legal proceeding except where the Architect is party thereto;
.7 change in the information contained in Article 1.1., unless such change is requested by the Architect.

§ 1.3.4 MEDIATION

§ 1.3.4.1 Any claim, dispute or other matter in question arising out of or related to this Agreement may, if agreed to by all parties after the claim or dispute has arisen, be submitted to mediation prior to the institution of legal or equitable proceedings by either party.

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§ 1.3.4.2 The Owner and Architect may endeavor to resolve claims, disputes and other matters in question between then by mediation. Request for mediation shall be filed in writing with the other party to this Agreement. However, nothing in this Agreement shall be construed as requiring mandatory mediation of claims, disputes or other matters in question between the parties.

§ 1.3.4.3 The parties shall share the mediator's fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 1.3.5 ARBITRATION

(Paragraphs deleted)

§ 1.3.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Architect waives consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Section 1.3.8.

§ 1.3.7 MISCELLANEOUS PROVISIONS

§ 1.3.7.1 This Agreement shall be governed by the law of the principal place of business of the Owner.

§ 1.3.7.2 Terms in this Agreement shall have the same meaning as those in the 1997 edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement as modified by Owner and incorporated herein as Exhibit "C".

(Paragraphs deleted)

§ 1.3.7.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 1.3.7.6 Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall notify the Owner immediately if they discover, encounter or otherwise become aware of hazardous materials or toxic substances in any form at the Project site.

§ 1.3.7.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 1.3.7.8 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 1.3.7.9 The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to an institutional lender providing financing for the Project. In such event, the lender shall assume the Owner's rights and obligations under this Agreement. The Architect shall execute all consents reasonably required to facilitate such assignment.

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§ 1.3.8 TERMINATION OR SUSPENSION

§ 1.3.8.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, prior to suspension of services, the Architect shall give seven days' written notice to the Owner. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 1.3.8.2 If the Project is suspended by the Owner for more than 30 consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. . The times schedules shall be equitably adjusted.

§ 1.3.8.3 If the Project is suspended or the Architect's services are suspended for more than 90 consecutive days, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 1.3.8.4 This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 1.3.8.5 This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 1.3.8.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

(Paragraphs deleted)

§ 1.3.9 PAYMENTS TO THE ARCHITECT

§ 1.3.9.1 No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the Architect is responsible. Or at Owner's sole option, payment on account of services rendered and for Reimbursable Expenses incurred can be made at the end of each phase of service upon presentation of the Reimbursable Expenses incurred can be made at the end of each phase of service upon presentation of the Architect's statement of service. Those phases of service are described below:

Phase I
(Subject to Commissioners' Court Approval)
Invoicing will be at 25% complete increments (approx. once a month).

1) Site visits and coordination
2) Photos
3) Floor Plans
4) Reflected Ceiling Plans
5) Exterior Elevations
6) Power Plans
7) Site Survey

Phase II
Invoicing will be at 33% complete increments for Phase II (A) and at 20% complete increments for Phase II (B) (approx. once a month)

(A) Property Condition Assessment: Environmental Assessment
(B) Needs Analysis & Programming

Phase III
(Subject to Commissioners' Court Approval)

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Design and Construction

Compensation method for Phase I and III if needed shall be negotiated with upon mutual agreement should be incorporated into contract by amendment.

§ 1.3.9.2 Reimbursable Expenses are in addition to compensation for the Architect's services and include expenses incurred by the Architect and Architect's employees and consultants directly related to the Project, as identified in the following Clauses:

.1 traveling out of Owner's County and subsistence approved in advance by the Owner;
.2 fees paid for securing approval of authorities having jurisdiction over the Project;
.3 reproductions, plots, standard form documents, Instruments of Service and courier expenses requested and authorized by the Owner;
.4 expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
.5 renderings, models and mock-ups requested and authorized by the Owner;
.6 expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner after execution of this Agreement in excess of that normally carried by the Architect and the Architect's consultants;
.7 reimbursable expenses as designated in Section 1.5.5;

§ 1.3.9.3 Records of Reimbursable Expenses, of expenses pertaining to a Change in Services, and of services performed on the basis of hourly rates or a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative at mutually convenient times. Architect shall maintain such reports for a minimum of five (5) years following the completion of the Project.

§ 1.3.9.4 Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

ARTICLE 1.4 SCOPE OF SERVICES AND OTHER SPECIAL TERMS AND CONDITIONS

§ 1.4.1 Enumeration of Parts of the Agreement. This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect. This Agreement comprises the documents listed below.

§ 1.4.1.1 Standard Form of Agreement Between Owner and Architect, AIA Document B141-1997 as modified by Owner.

§ 1.4.1.2 Standard Form of Architect's Services: Design and Contract Administration, AIA Document B141-1997, as modified by Owner. (List other documents, if any, delineating Architect's scope of services.)

§ 1.4.1.3 Other documents as follows:
(List other documents, if any, forming part of the Agreement.)

Exhibit "A" Supplementary Conditions to the AIA Documents B141-1997 Standard Form of Agreement between Owner and Architect and Standard Form of Architect's Services (***not required-changes incorporated into AIA Document B141-1997 Standard Form of Agreement between Owner and Architect and Standard Form of Architect's Services)***

Exhibit "B" Articles 3 and 4, Conditions to the AIA Document B141- 1997 Standard Form of Agreement between Owner and Architect

Exhibit "C" AIA A-201 as Modified by OWNER

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Exhibit "D" APPENDIX A for Phase II (A)

Exhibit "E" APPENDIX B for Phase II (B)

Exhibit "F" Certificate of Liability Insurance

§ 1.4.2 Special Terms and Conditions. Special terms and conditions that modify this Agreement are as follows:

§ 1.4.2 Venue for any disputes or suits shall be in Hidalgo County, Texas.

ARTICLE 1.5 COMPENSATION

§ 1.5.1 For the Architect's services as described under Article 1.4, compensation shall be computed as follows:

Phase I is in the amount Two-Hundred-Sixteen Thousand Five Hundred and Eighty Dollars ($216,580.00)
Phase II (A) is in the amount of Ninety-five thousand dollars ($95,000.00)
Phase II (B) is in the amount of One-hundred twenty-five thousand dollars ($125,000.00)
Phase III will be negotiated at a later date.

§ 1.5.2 If the services of the Architect are changed as described in Section 1.3.3.1, the Architect's compensation shall be adjusted. Such adjustment shall be calculated as described below or, if no method of adjustment is indicated in this Section 1.5.2, in an equitable manner.
(Insert basis of compensation, including rates and multiples of Direct Personnel Expense for Principals and employees, and identify Principals and classify employees, if required. Identify specific services to which particular methods of compensation apply.)

§ 1.5.3 For a Change in Services of the Architect's consultants, compensation shall be computed as a multiple of (1.05) times the amounts billed to the Architect for such services.

§ 1.5.4 For Reimbursable Expenses as described in Section 1.3.9.2, and any other items included in Section 1.5.5 as Reimbursable Expenses, the compensation shall be computed as a multiple of (1.05) times the expenses incurred by the Architect, and the Architect's employees and consultants.

§ 1.5.5 Other Reimbursable Expenses, if any, are as follows:

An allowance of $20,000.00 for Phase II (A) and (B) to apply to travel and reimbursable expenses as described in Section 1.5.4 and shall not be exceeded without prior written acceptance of the Owner.

(Paragraphs deleted)
§ 1.5.7 An initial payment of Zero Dollars ($ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account at final payment. Subsequent payments for services shall be made monthly, and where applicable, shall be in proportion to services performed on the basis set forth in this Agreement.

§ 1.5.8 Payments are due and payable thirty (30) days from the date of approval by Commissioners' Court of the Owner on the Architect's invoice. Amounts unpaid thirty (30) days after approval of the invoice shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of interest agreed upon.)

Zero percentage (0%)

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User Notes: (1052290373)

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Architect's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

§ 1.5.9 If the services covered by this Agreement have not been completed within ( ) months of the date hereof, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as provided in Section 1.5.2.

This Agreement entered into as of the day and year first written above.

(Signature)	*(Signature)*
Eli R. Ochoa, PE, AIA-Managing Partner	Juan D. Salinas III, County Judge

(Row deleted)

APPROVED AS TO FORM:	**ATTEST:**
Atlas & Hall LLP	
By:	
(Signature)	*(Signature)*
Steph L. Crain	Arturo Guajardo, Jr., County Clerk

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User Notes:
(1052290373)

AI-16027 **24.A.6.**

Cameron Land & Cattle, Inc.

CC REGULAR

Date:	06/22/2009
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 approval of a notification & request from Cameron Land & Cattle, Inc.-C-08-270-08-05 (awarded vendor) for "Tire Disposal Services") of a price adjustment decrease for current contract (pursuant to the RFB-Legal Terms-Page 6 of 9-Line Item Number 21 and Exhibit "A" Specifications-Page 4 of 7-Price Reduction) with said adjustments to be effective as of July 1, 2009 as follows:

a. Pickup and disposal-Truck Tires From $6.00 each to $5.00 with Rim Price from $12.00 to $10.00
b. Pickup and disposal-Tractor Tires From $18.00 each to $16.00 with Rim Price from $36.00 to $32.00

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** obj. 421 Co. Wide

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

BUDGETARY IMPACT:

Funding source is obj. 421 "Disposal". Please refer to attached expense report as of 6-17-09 (all depts) for funding availability.

Attachments

Link: Letter From Cameron Land

Link: Contract Documentation

Link: RFB Packet

Link: Expense report as of 6-17-09

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/17/2009 11:40 AM	APRV
2	Budget & Management	Veronica Lopez	06/17/2009 11:54 AM	APRV
3	Ivan Cantu	Ivan Cantu	06/17/2009 01:15 PM	APRV
4	Auditor's Office		06/18/2009 05:09 PM	NEW

Form Started By: Vangie Garcia

Started On: 06/16/2009 09:43 AM

Final Approval Date: 06/18/2009

Cameron Land & Cattle, Inc.
7132 Oak Drive
San Antonio, Texas 78256
210-698-5282 or 210-698-5148

To: : Vangie Garcia
Hidalgo County Purchasing
From: Julie Wood
Vice President
Re: Proposed Price Change for Scrap Tire Contract

It is my understanding that we can make adjustments to the Scrap Tire Contract on a quarterly basis. This may not completely adhere to the guidelines, but I believe it is in the best interest of the County. I would like to change the price for pick up and disposal of the truck tires from $6.00 each to $5.00 each which would also change the price with rim to $10.00. I would also like to alter the tractor tire price from $18.00 to $16.00 which would make the price of tractor with rim $32.00. If this is acceptable to you, we could put this price in effect as of July 1, 2009.

If you have any questions, please contact me at 210-387-8951. Thank you.

Julie Wood

FROM : FAX NO. : Jun. 12 2009 10:20AM P1

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-08-270-08-05

THIS CONTRACT is made and entered into this **5th** day of **August, 2008** by and between the **COUNTY OF HIDALGO, TEXAS**(" County") and Cameron Land & Cattle, Inc.

WHEREAS, Company responded to advertised notices for bids for **"Tires Disposal Service "** a Texas Corporation (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" respectively, and incorporated herein for all purposes (the "Specifications"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to Hidalgo County for: **"Tires Disposal".** 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 a **Commissioner** or his designated agent.

Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. Upon loading of the waste tires on to the Company's vehicle and the issuance to County of a delivery ticket/manifest, title to all waste tires shall be transferred to and vested in vendor.

3. This Contract shall be for a period beginning **August 5, 2008** and ending **August 5, 2009** and may be extended at the sole discretion of County for an additional sixty (60) days unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. County reserves the right to renew the contract for an additional year, under the same 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, including, but not limited, to any act or omission of Company in the transportation and disposal of the used tires acquired by Company hereunder.

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: **Cameron Land & Cattle, Inc.**
7132 Oak Dr.
San Antonio, Tx 78256

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 to Company.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this_____ day of_____, 2008.

COUNTY OF HIDALGO

By:_____
J.D. Salinas, III County Judge

ATTEST:

Arturo Guajardo, County Clerk

COMPANY: Cameron Land & Cattle, Inc.

By:_____

Printed Name: Julia Wood

Title: Vice President

Approved on Commissioners' Court August 5, 2008

APPROVED AS TO FORM
Atlas & Hall, L.L.P.

By:_____

EXHIBIT "A"
SPECIFICATIONS

EXHIBIT "A"

Hidalgo County

"Tire Disposal Services"

Bid No. 2008-270-07-30-SMA

SPECIFICATIONS

The County of Hidalgo is seeking to enter into a tire disposal contract with a state-registered/approved facility. The Hidalgo County Purchasing Department will receive sealed bids for the provision of **"Tires Disposal Services-Hidalgo County"** as specified herein. Bids will be accepted until **9:30 a.m., Wednesday, July 30, 2008. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

SCOPE OF WORK:

These specifications governs the pickup, removal, and disposition of waste tires (herein called removal services) on an "as needed" basis after a contract is in place, including, but not limited to, passenger car, truck, tractor, heavy machinery, and baled tires (herein called waste tires) accumulated at Hidalgo County's seven (7) locations identified in Attachment A.

GENERAL:

Vendor shall furnish all materials, equipment, and supplies necessary to execute the specified services.

VENDOR RESPONSIBILITY:

A. Vendor is fully responsible for the proper and legal transportation, storage, and disposal or recycling of any waste material taken into custody under this contract. Any recycling, reclamation, rejuvenation, disposition, or other use of material shall comply with all federal, state, and local laws, rules, regulations, ordinances, and pertinent policies. Special attention shall be given Texas statutes related to waste tire disposal, especially the Texas Solid Waste Disposal Act, Chapter 361, Texas Health Code and the Texas Natural Resource Conservation Commission (TNRCC) regulations regarding municipal solid waste management.

B. County stockpiles of material shall normally consist of waste tires. The vendor is responsible for removing and disposing/recycling of the waste tires only.

TERMS AND CONDITIONS OF SERVICE:

A. Removal services shall be on an "as needed" basis. The vendor shall be notified of the requirement for services by written purchase order or verbally with confirmation in writing by facsimile (FAX), by mail, or by electronic transmission. Any waste tires at County's seven (7) locations on the effective date of this contract shall be removed as a part of this contract as if the material were accumulated after the effective date of the contract. Vendor shall complete each service request within two (2) working days from the date of notification unless other arrangements are made with the County beforehand. All or part of a specific

waste tire accumulation location may require removal services and will be at the direction of the County department. Each department will determine the minimum amount of tires they will accumulate (based on their storage capacity) before scheduling for pickup service. As an alternative and with prior approval of the County, the vendor may establish scheduled appointments to pick up material from locations shown in Attachment A of the Request For Bids (RFB) *and/or other sites as may be added during the contract period.* County representatives at each location may monitor contract performance. Local contract issues and all serious non-performance issues shall be referred to the Hidalgo County Purchasing Department.

B. Space permitting and with approval of the County, vendor may locate collection receptacles (i.e., roll-offs or trailers) for the accumulation of waste tires at a County facility or any other location approved by the County. No reimbursement shall occur for any vendor expense related to the installation, removal, maintenance, or use of such collection receptacles.

C. The amount of waste tires available for collection at any County department shall be counted by vendor's personnel and verified by department's designated employee(s). Copies of receipt tickets and manifests shall be submitted with a vendor's invoice for payment of services rendered. The name of the pick-up location and location address shall appear on all pick-up tickets and manifests. Each County location shall be billed separately.

D. Hidalgo County Precincts 1, 2 and 4 and Drainage District No. 1 will be scheduled for a **MINIMUM** of one (1) weekly pickup based on the following schedule. If additional trips are necessary, these will be scheduled for either Tuesdays or Thursdays. Precinct No. 3, and any other County departments requiring this service, will be scheduled on an "as-needed" basis. Any schedule changes must be approved by the respective County department(s).

1. Mondays-Precinct No. 1
2. Wednesdays-Precinct No. 2
3. Fridays-Precinct No. 4
4. Tuesdays and Thursdays-"as needed"-Precinct No. 3 and other County departments.

E. The following alternatives/options may assist in avoiding unnecessary trips to any one (1) particular site, or to request additional pickups.

1. The department(s) may notify your office;
2. Vendor may check with the respective department(s); or
3. Vendor's driver(s) can verify the need during their route.

F. Term of the contract is for one (1) year period with County's option to extend the contract for an additional one (1) year under the same terms and conditions.

G. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day Grace Period at the end of the contract term for unforeseen delays in award of new bid for next contract term.

ESCALATION CLAUSE:

Market Volatility and Unit Price Adjustments:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1) **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

   - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
   - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
   - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
   - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
   - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a

price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

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.

SIZES OF TIRES:

The following are the different sizes of off-road heavy machinery tires used by some of our precincts. The sizes of tires indicated herein are not all inclusive.

1. 17.5 x 25 - 12 Ply
2. 1400 x 24 -10 Ply
3. 19.5 x 24 - 10 Ply
4. 25-5-25 - 10 Ply
5. 18.4 x 28 - 12 Ply
6. 20.5 x 25 - 12 Ply
7. 14.0 x 24 - 10 Ply
8. 16.9 x 24 - 10 Ply
9. 16.9 x 28 - 6 Ply
10. Baled Tires

Vendor must contact the respective County departments to obtain all applicable tire sizes and ply information. **Vendor is to provide detailed Tire-Conversion Charts** to Purchasing Department, County Auditor's Office, and participating County departments to assist in calculating the number of tires being stockpiled and set up schedules to collect them. County may, at its discretion, periodically visit vendor location during normal business hours.

COMPETENCE OF VENDOR:

Vendor shall have and maintain, under its direct employment and supervision, the necessary organization and facilities to fulfill the services required by this contract. Vendor shall obtain and maintain any permits and licenses required for performance of services covered by this contract. (Note: TNRCC rules require scrap tire transporters to register operations.) Only persons trained in the performance of duties required by the services identified or necessary under this contract shall be assigned to any project associated with this contract. Hidalgo County must receive prior notification of vendor's intent to subcontract these services. Prior Hidalgo County approval is required. Any subcontractor working under this contract shall comply with all terms and conditions of the contract as applicable, and the County shall be notified that a subcontractor is being utilized.

INSURANCE:

Prior to beginning any work under a contract, vendor shall have in-force at least the minimum insurance required by statute. Additionally, vendor shall produce evidence of insurance within 24 hours to any County department requesting such evidence that plans to use the services of this contract. Refer to Exhibit C for specific insurance requirements.

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquires and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, 2812 South Business Hwy. 281, Edinburg, Tx 78539

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, July 16, 2008 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, July 18, 2008 by 5:00 p.m.

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

Attachment A

Hidalgo County currently has a total of seven (7) Tire Collection sites. The following are the physical directions to said sites:

1. **Precinct No. 1**:

   A). Mercedes - 3 miles South on Mile 1 East off Business 83.
   B.). Sunrise Hill Park - 3 Miles East on Mile 11 North off F.M. 1015; ½ Mile North on Mile 1½ West.
   C). Donna - 3 Miles South on F.M. 493 off Business 83; ½ Mile East on Mile 4½ West.
   D.) Monte Alto - .3 of a Mile East on Ash Street off F.M. 88.

2. **Precinct- No. 2**:

   A.). 1 Mile East of South Tower Rd. on El Gato Rd.

3. **Precinct –No. 3**:

   A.) Peñitas (Landfill) - 1 Mile South F.M. 1427 off Expwy. 83; ¼ Mile West on Old Military Hwy.

4. **Precinct- No. 4**:

   A.) Edinburg - ¼ North on North Doolittle Road off East Schunior Street.

EXHIBIT "B"
FEE SCHEDULE

EXHIBIT "B"

BID PAGE
Hidalgo County
'Tire Disposal Services"
Bid No. 2008-270-07-23-SMA

TIRE DISPOSAL FEE OR PAYMENT

TIRE SIZE & DESCRIPTION	FEE OR PAYMENT * AMOUNT
Passenger and Light Truck Tires up to 19.5 bead	1.45 ea
Truck Tires from 20" to 24.5" Bead	6.00 ea
Passenger Tires and Light Truck Tires on Rim	2.90 ea
Truck Tires on Rim	12.00 ea
Tractor, Off-the-road Tires	18.00 ea
Baled Tires (Tire Bales)*	65.00 ea
45' trailer – see note Collection Receptacles (i.e. roll-offs or trailers)	1400.00 ea

If you desire, I can acquire these trailers. I will need a little time + patience.

*Note: Service provider may offer to pay for tire bales process by Hidalgo County Precinct No. 3.
They would not be available on August 1. We can also agree to leave this option Open.

BIDDER'S/COMPANYNAME: Cameron Land + Cattle, Inc

ADDRESS: 7132 Oak Drive

CITY: San Antonio STATE: Tx ZIP CODE 78256

PHONE No. 210-698-5282 FAX No. 210-698-5148

SIGNATURE OF AUTHORIZED PERSON: Julie Wood

PRINTED NAME: Julie Wood TITLE: V. President

EXHIBIT "C"
INSURANCE

TEXAS FARM BUREAU INSURANCE COMPANIES

YOU (FARM FARM BUREAU CASUALTY INSURANCE COMPANY FARM BUREAU COUNTY MUTUAL INSURANCE COMPANY OF TEXAS
TEXAS FARM BUREAU MUTUAL INSURANCE COMPANY SOUTHERN FARM BUREAU LIFE INSURANCE COMPANY
TEXAS FARM BUREAU UNDERWRITERS

POLICY NUMBER 589746
IMPORTANT NOTICE

Helping You In What We Do Best.
www.txfb-ins.com 7420 FISH POND RD • WACO TX 76710-1010 • (254) 772-3030 • MAILING ADDRESS: PO BOX 2689 • WACO TX 76702-2689

Date: 11-14-2007

CERTIFICATE OF INSURANCE

CERTIFICATE HOLDER NAME AND MAILING ADDRESS **POLICY PERIOD** FROM 12-17-2007 TO 12-17-2008

HILDAGO COUNTY
2812 S BUS 281
EDINBURG TX 78539-6243

This is to certify that the policy (including endorsements) of insurance, as described below, has been issued by the undersigned, to the insured named below and is in force at this time. If cancelled at the request of either party, or changed in any manner for any reason during the period of coverage, as stated herein, so as to affect this Certificate,10 days prior written notice will be given by this insurance company to the Certificate Holder named above.

The SOUTHERN FARM BUREAU CASUALTY INSURANCE COMPANY of Waco, Texas hereby certifies that the following described policy has been issued and is in force and effect.

INSURED NAME AND MAILING ADDRESS

CAMERON LAND & CATTLE
INC
7132 OAK DR
SAN ANTONIO TX 78256-9600

DESCRIPTION OF RISK

FARM RESIDENCES
ADDITIONAL FARM PREMISES
RECREATIONAL LAND USE

PUBLIC LIABILITY	**BODILY INJURY/PROPERTY DAMAGE**	
(X) Commercial General Liability	$ 500,000	EACH OCCURRENCE
(X) Premises and Operations	$ 1,000,000	AGGREGATE
( ) Contractors Protective		
( ) Products - Completed Operations		
( ) Contractual - Designated Contracts Only		
(X) Excludes Explosion, Collapse and Underground Property Damage Hazard		
AUTOMOBILE LIABILITY		
( ) Fleet	$	
( ) Specific Automobiles Only	$	
( ) Non-Ownership and Hired Automobiles	$	
FARM LIABILITY	$	EACH OCCURRENCE
	$	AGGREGATE
PERSONAL LIABILITY		
( ) Homeowners	$	EACH OCCURRENCE
( ) Farm and Ranch Owners	$	EACH OCCURRENCE
UMBRELLA LIABILITY	$	EACH OCCURRENCE
	$	AGGREGATE

This Certificate of Insurance neither affirmatively nor negatively amends, extends, or alters the coverage or any provision afforded by the policy. This Certificate is executed and issued in duplicate by the aforesaid Company.

108-18094 CCI-01 1E C KJC

PURCHASING DEPARTMENT
County Of Hidalgo

July 8, 2008

_____

_____

_____

Re: **HIDALGO COUNTY**
Request for Bids -**"TIRE DISPOSAL SERVICES"**
Bid No: 2008-270-07-23-SMA

Dear Gentleman/Ladies:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sma

Enclosures

2812 So. Bus. Hwy 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB) CHECKLIST

HIDALGO COUNTY
"TIRE DISPOSAL SERVICES"
Bid No: 2008-270-07-23-SMA

1. **Request For Bid Letter, consists of __1__ page.**
2. **Request for Bid, Legal Notice, consisting of__9__ pages.**
3. **Exhibit "A" Specifications consisting of__7__ pages.**
4. **Exhibit "B" Bid Page consisting of__2__ pages.**
5. **Exhibit "C" Insurance Requirements consisting of __4__ pages.**
6. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of __2__pages.**
7. **Vendor/Bidder Application and W-9 form, consisting of__7__ pages.**
8. **Certification Regarding Debarment, consisting of __2__ of pages.**
9. **Draft Requirements Agreement, consisting of __6__ 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, U.S. Mail or e-mail.

Thank you.

Martha L. Salazar for

Martha L. Salazar, CPPB
Purchasing Agent

July 8, 2008
Date

Bid No: 2008-270-07-23-SMA	Buyer: Sandra Montalvo	Tel. No: (956) 318-2626 Ext. 4865

REQUEST FOR BIDS

HIDALGO COUNTY
"TIRE DISPOSAL SERVICES"

BID OPENING DATE:
JULY 23, 2008

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

956 318-2626

Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY –TIRE DISPOSAL SERVICES"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. **ONE (1) ORIGINAL AND THREE (3) COPIES** of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"RFB-2008-270-07-23-SMA- HIDALGO COUNTY- TIRE DISPOSAL SERVICES"** and in County's Purchasing Department, physical address: 2812 S. Business Hwy. 281, mailing address: 2812 S. Business 281- New Administration Building, Edinburg, Texas, **on or before 9:30 A.M.,WEDNESDAY, JULY 23, 2008. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "RFB-2008-270-07-23-SMA-HIDALGO COUNTY-TIRE DISPOSAL SERVICES ."**

   Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County..

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 to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.

- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.

- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **"HIDALGO COUNTY –TIRE DISPOSAL SERVICES"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
2808 S. Bus. Hwy 281
Edinburg, Texas 78539
Attn: Elizabeth Cano
956-318-2511

17. SCHEDULE OF EVENTS

Bid Opening, 9:30 AM	**July 23 , 2008**
Award of Contract	_____, 2008
Commence Work or Deliver Products	_____, 2008

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

. Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

. If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. ETHICAL STANDARDS:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided there under, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all

FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until: A.) the contract expires, B.) delivery and acceptance of products, and/or performance of services ordered, or C.) terminated by County with thirty (30) 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
"TIRE DISPOSAL SERVICES"
BID NO.: 2008-270-07-23-SMA

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
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/REQUIREMENTS

Hidalgo County
REQUEST FOR BIDS
"TIRE DISPOSAL SERVICES"

BID No. 2008-270-07-23-SMA

EXHIBIT "A"

Hidalgo County

"Tire Disposal Services"

Bid No. 2008-270-07-23-SMA

SPECIFICATIONS

The County of Hidalgo is seeking to enter into a tire disposal contract with a state-registered/approved facility. The Hidalgo County Purchasing Department will receive sealed bids for the provision of "**Tires Disposal Services-Hidalgo County**" as specified herein. Bids will be accepted until **9:30 a.m., Wednesday, July 23, 2008. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

SCOPE OF WORK:

These specifications governs the pickup, removal, and disposition of waste tires (herein called removal services) on an "as needed" basis after a contract is in place, including, but not limited to, passenger car, truck, tractor, heavy machinery, and baled tires (herein called waste tires) accumulated at Hidalgo County's seven (7) locations identified in Attachment A.

GENERAL:

Vendor shall furnish all materials, equipment, and supplies necessary to execute the specified services.

VENDOR RESPONSIBILITY:

A. Vendor is fully responsible for the proper and legal transportation, storage, and disposal or recycling of any waste material taken into custody under this contract. Any recycling, reclamation, rejuvenation, disposition, or other use of material shall comply with all federal, state, and local laws, rules, regulations, ordinances, and pertinent policies. Special attention shall be given Texas statutes related to waste tire disposal, especially the Texas Solid Waste Disposal Act, Chapter 361, Texas Health Code and the Texas Natural Resource Conservation Commission (TNRCC) regulations regarding municipal solid waste management.

B. County stockpiles of material shall normally consist of waste tires. The vendor is responsible for removing and disposing/recycling of the waste tires only.

TERMS AND CONDITIONS OF SERVICE:

A. Removal services shall be on an "as needed" basis. The vendor shall be notified of the requirement for services by written purchase order or verbally with confirmation in writing by facsimile (FAX), by mail, or by electronic transmission. Any waste tires at County's seven (7) locations on the effective date of this contract shall be removed as a part of this contract as if the material were accumulated after the effective date of the contract. Vendor shall complete each service request within two (2) working days from the date of notification unless other arrangements are made with the County beforehand. All or part of a specific

waste tire accumulation location may require removal services and will be at the direction of the County department. Each department will determine the minimum amount of tires they will accumulate (based on their storage capacity) before scheduling for pickup service. As an alternative and with prior approval of the County, the vendor may establish scheduled appointments to pick up material from locations shown in Attachment A of the Request For Bids (RFB) *and/or other sites as may be added during the contract period.* County representatives at each location may monitor contract performance. Local contract issues and all serious non-performance issues shall be referred to the Hidalgo County Purchasing Department.

B. Space permitting and with approval of the County, vendor may locate collection receptacles (i.e., roll-offs or trailers) for the accumulation of waste tires at a County facility or any other location approved by the County. No reimbursement shall occur for any vendor expense related to the installation, removal, maintenance, or use of such collection receptacles.

C. The amount of waste tires available for collection at any County department shall be counted by vendor's personnel and verified by department's designated employee(s). Copies of receipt tickets and manifests shall be submitted with a vendor's invoice for payment of services rendered. The name of the pick-up location and location address shall appear on all pick-up tickets and manifests. Each County location shall be billed separately.

D. Hidalgo County Precincts 1, 2 and 4 and Drainage District No. 1 will be scheduled for a **MINIMUM** of one (1) weekly pickup based on the following schedule. If additional trips are necessary, these will be scheduled for either Tuesdays or Thursdays. Precinct No. 3, and any other County departments requiring this service, will be scheduled on an "as-needed" basis. Any schedule changes must be approved by the respective County department(s).

1. Mondays-Precinct No. 1
2. Wednesdays-Precinct No. 2
3. Fridays-Precinct No. 4
4. Tuesdays and Thursdays-"as needed"-Precinct No. 3 and other County departments.

E. The following alternatives/options may assist in avoiding unnecessary trips to any one (1) particular site, or to request additional pickups.

1. The department(s) may notify your office;
2. Vendor may check with the respective department(s); or
3. Vendor's driver(s) can verify the need during their route.

F. Term of the contract is for one (1) year period with County's option to extend the contract for an additional one (1) year under the same terms and conditions.

G. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day Grace Period at the end of the contract term for unforeseen delays in award of new bid for next contract term.

ESCALATION CLAUSE:

Market Volatility and Unit Price Adjustments:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1) **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

    - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
    - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
    - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
    - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
    - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County

Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

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.

SIZES OF TIRES:

The following are the different sizes of off-road heavy machinery tires used by some of our precincts. The sizes of tires indicated herein are not all inclusive.

1. 17.5 x 25 - 12 Ply
2. 1400 x 24 -10 Ply
3. 19.5 x 24 - 10 Ply
4. 25-5-25 - 10 Ply
5. 18.4 x 28 - 12 Ply
6. 20.5 x 25 - 12 Ply
7. 14.0 x 24 - 10 Ply
8. 16.9 x 24 - 10 Ply
9. 16.9 x 28 - 6 Ply
10. Baled Tires

Vendor must contact the respective County departments to obtain all applicable tire sizes and ply information. **Vendor is to provide detailed Tire-Conversion Charts** to Purchasing Department, County Auditor's Office, and participating County departments to assist in calculating the number of tires being stockpiled and set up schedules to collect them. County may, at its discretion, periodically visit vendor location during normal business hours.

COMPETENCE OF VENDOR:

Vendor shall have and maintain, under its direct employment and supervision, the necessary organization and facilities to fulfill the services required by this contract. Vendor shall obtain and maintain any permits and licenses required for performance of services covered by this contract. (Note: TNRCC rules require scrap tire transporters to register operations.) Only persons trained in the performance of duties required by the services identified or necessary under this contract shall be assigned to any project associated with this contract. Hidalgo County must receive prior notification of vendor's intent to subcontract these services. Prior Hidalgo County approval is required. Any

subcontractor working under this contract shall comply with all terms and conditions of the contract as applicable, and the County shall be notified that a subcontractor is being utilized.

INSURANCE:

Prior to beginning any work under a contract, vendor shall have in-force at least the minimum insurance required by statute. Additionally, vendor shall produce evidence of insurance within 24 hours to any County department requesting such evidence that plans to use the services of this contract. Refer to Exhibit C for specific insurance requirements.

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquires and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, 2812 South Business Hwy. 281, Edinburg, Tx 78539

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, July 16, 2008 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, July 18, 2008 by 5:00 p.m.

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

Attachment A

Hidalgo County currently has a total of seven (7) Tire Collection sites. The following are the physical directions to said sites:

1. **Precinct No. 1**:

   A). Mercedes - 3 miles South on Mile 1 East off Business 83.
   B.). Sunrise Hill Park - 3 Miles East on Mile 11 North off F.M. 1015; ½ Mile North on Mile 1½ West.
   C). Donna - 3 Miles South on F.M. 493 off Business 83; ½ Mile East on Mile 4½ West.
   D.) Monte Alto - .3 of a Mile East on Ash Street off F.M. 88.

2. **Precinct- No. 2**:

   A.). 1 Mile East of South Tower Rd. on El Gato Rd.

3. **Precinct –No. 3**:

   A.) Peñitas (Landfill) - 1 Mile South F.M. 1427 off Expwy. 83; ¼ Mile West on Old Military Hwy.

4. **Precinct- No. 4**:

   A.) Edinburg - ¼ North on North Doolittle Road off East Schunior Street.

EXHIBIT "B"
BID PAGE

Hidalgo County
REQUEST FOR BIDS
"TIRE DISPOSAL SERVICES"

BID No. 2008-270-07-23-SMA

EXHIBIT "B"

BID PAGE
Hidalgo County
'Tire Disposal Services"
Bid No. 2008-270-07-23-SMA

TIRE DISPOSAL FEE OR PAYMENT

TIRE SIZE & DESCRIPTION	FEE OR PAYMENT * AMOUNT
Passenger and Light Truck Tires up to 19.5 bead	
Truck Tires from 20" to 24.5" Bead	
Passenger Tires and Light Truck Tires on Rim	
Truck Tires on Rim	
Tractor, Off-the-road Tires	
Baled Tires (Tire Bales)*	
Collection Receptacles (i.e. roll-offs or trailers)	

*Note: Service provider may offer to pay for tire bales process by Hidalgo County Precinct No. 3.

BIDDER'S/COMPANYNAME:_____

ADDRESS:_____

CITY:_____STATE:_____ZIP CODE_____

PHONE No. _____FAX No._____

SIGNATURE OF AUTHORIZED PERSON: _____

PRINTED NAME:_____TITLE: _____

EXHIBIT " C"
INSURANCE REQUIREMENTS

Hidalgo County
REQUEST FOR BIDS
"Tire Disposal Services "

BID No. 2008-270-07-23-SMA

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.

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.

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

❒ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

❒ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $

❒ have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

Necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

EXHIBIT "D"

CIQ FORM

CONFLICT OF INTEREST QUESTIONNAIRE

Hidalgo County
REQUEST FOR BIDS
"Tire Disposal Services"

BID No. 2008-270-07-23-SMA

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

BIDDER/VENDOR'S APPLICATION
AND
W-9 FORM

Hidalgo County
REQUEST FOR BIDS
"Tire Disposal Services"

BID No. 2008-270-07-23-SMA

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: Mailing/Postal Address: 2812 S. Business Hwy. 281 Physical Address: 2802 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**
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) **Small Business:** **Disadvantaged Business (At Least 51% Ownership)** ❒ Less than 125,000 annual gross receipt ❒ 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
To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):** **Date Forwarded Information to Auditor's Office:**_____**Entry Date:** _____ **Vendor No.:**

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ❒Yes ❒ No

If yes, by whom?: ❒ Texas Building & Procurement Commission ❒ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ❒ Yes ❒ No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See **Specific Instructions** on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
___ - ___ - ____

or

Employer identification number
___ - _______

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here | **Signature of U.S. person ▶** | **Date ▶**

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

CERTIFICATION REGARDING DEBARMENT

Hidalgo County
REQUEST FOR BIDS
"Tire Disposal Services"

BID No. 2008-270-07-23-SMA

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 indicated 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 verify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

SERVICE CONTRACT

Hidalgo County
REQUEST FOR BIDS
"Tire Disposal Services"

BID No. 2008-270-07-23-SMA

DRAFT

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-08-270-00-00

THIS CONTRACT is made and entered into this_____day of_____, **2008** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and_____. a Texas Corporation. ("Company").

WHEREAS, Company responded to advertised notices for bids for "**TIRE DISPOSAL SERVICES**" (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" respectively, and incorporated herein for all purposes (the "Specifications"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations at _____. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the

Specifications within **Hidalgo County** following a request for Services by the **Department Head, Commissioner, Sheriff or** his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning_____ and ending on_____ and may be extended at the sole discretion of County for an additional sixty (60) days, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the

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 _____
_____
_____
_____

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this_____ day of _____, 200___.

Approved by Commissioners' Court on, _____day of _____, 200___.

COUNTY OF HIDALGO

ATTEST:

By:_____
Juan D. Salinas, III, County Judge

_____
Arturo Guajardo Jr., County Clerk

COMPANY:_____
By:_____
Printed Name:_____
Title:_____

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By:_____

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1100 GENERAL FUND							
9-1100-419-40-220-001-0-421	GEN GOVT BLDG-DISPOSAL	8,000.00	8,000.00	1,848.15	3,123.54	3,028.31	62.15
9-1100-423-21-280-002-0-421	JAIL-DISPOSAL	47,000.00	55,000.00	29,196.80	18,745.98	7,057.22	87.17
9-1100-423-32-330-001-0-421	JUV DET HM-DISPOSAL	4,000.00	4,000.00	163.50	2,189.70	1,646.80	58.83
9-1100-432-00-121-001-0-421	PCT1 SANITATION-DISPOSAL	125,000.00	135,500.00	28,208.65	107,291.35	.00	100.00
9-1100-432-00-122-001-0-421	PCT2 SANITATION-DISPOSAL	330,000.00	330,000.00	184,059.62	65,940.38	80,000.00	75.76
9-1100-432-00-123-001-0-421	PCT3 SANITATION-DISPOSAL	230,000.00	230,000.00	72,690.50	147,309.50	10,000.00	95.65
9-1100-432-00-124-001-0-421	PCT4 SANITATION-DISPOSAL	450,000.00	450,000.00	71,305.80	189,167.73	189,526.47	57.88
9-1100-441-00-340-001-0-421	HEALTH ADM-DISPOSAL	1,000.00	1,000.00	337.20	121.44	541.36	45.86
9-1100-441-00-340-003-0-421	HEALTH CLINICS-DISPOSAL	6,400.00	6,400.00	4,008.82	2,383.48	7.70	99.88
1100 GENERAL FUND		**1,201,400.00**	**1,219,900.00**	**391,819.04**	**536,273.10**	**291,807.86**	**76.08**
1202 R&B PRECINCT 2							
9-1202-431-00-122-005-0-421	PCT2 RD ADM-DISPOSAL	.00	1,000.00	394.30	399.00	206.70	79.33
1202 R&B PRECINCT 2		**.00**	**1,000.00**	**394.30**	**399.00**	**206.70**	**79.33**
1203 R&B PRECINCT 3							
9-1203-431-00-123-005-0-421	PCT3 P/U RD-DISPOSAL	500.00	570.00	.00	.00	570.00	.00
1203 R&B PRECINCT 3		**500.00**	**570.00**	**.00**	**.00**	**570.00**	**.00**
1212 PARKS PRECINCT 2							
9-1212-452-00-122-008-0-421	PCT2 PARKS-DISPOSAL	.00	2,000.00	394.30	981.36	624.34	68.78
1212 PARKS PRECINCT 2		**.00**	**2,000.00**	**394.30**	**981.36**	**624.34**	**68.78**
1213 PARKS PRECINCT 3							
9-1213-452-00-123-008-0-421	PCT3 PARKS-DISPOSAL	2,000.00	2,132.43	902.43	550.00	680.00	68.11
1213 PARKS PRECINCT 3		**2,000.00**	**2,132.43**	**902.43**	**550.00**	**680.00**	**68.11**
1222 DISTRICT ATTORNEY BAD CHECK PROCESSING							
9-1222-412-00-080-006-0-421	DA BAD CK-DISPOSAL	50.00	50.00	.00	.00	50.00	.00
1222 DISTRICT ATTORNEY BAD CHECK PROCESSING		**50.00**	**50.00**	**.00**	**.00**	**50.00**	**.00**
1292 WIC							
9-1292-441-00-350-001-9-421	WIC ADM-DISPOSAL	.00	13,224.50	3,095.63	6,427.04	3,701.83	72.01
1292 WIC		**.00**	**13,224.50**	**3,095.63**	**6,427.04**	**3,701.83**	**72.01**
1295 JUVENILE PROBATION POST-ADJUDICATION FAC							
9-1295-423-00-330-028-0-421	WESL B/C-DISPOSAL	500.00	500.00	.00	.00	500.00	.00
1295 JUVENILE PROBATION POST-ADJUDICATION FAC		**500.00**	**500.00**	**.00**	**.00**	**500.00**	**.00**

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1297 ADULT PROBATION							
9-1297-423-00-320-002-9-421	BASIC SUPERVISION-DISPOSAL	.00	7,720.00	.00	2,680.00	5,040.00	34.72
9-1297-423-00-320-005-9-421	RESTITUTION CTR-DISPOSAL	.00	1,500.00	.00	.00	1,500.00	.00
9-1297-423-00-320-020-9-421	SATF-DISPOSAL	.00	2,900.00	.00	.00	2,900.00	.00
1297 ADULT PROBATION		**.00**	**12,120.00**	**.00**	**2,680.00**	**9,440.00**	**22.11**
9 YEAR		**1,204,450.00**	**1,251,496.93**	**396,605.70**	**547,310.50**	**307,580.73**	**75.42**

AI-15932 **24.A.7.**

Requesting approval to declare surplus for Auction scheduled -6/27/09
CC REGULAR

Date:	06/22/2009
Submitted By:	Lisa Vela, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Requesting approval to declare as "surplus" numerous items and vehicles (County-owned and/or Seized) for the purpose of disposition through auction as set forth through Texas Local Government Code 263.152.(a)(1) and as further detailed on the Exhibit attached hereto.

BACKGROUND

Auction will take place on Saturday 6/27/09 at Abrego's Trucking Service.

Fiscal Impact

Attachments

Link: AUCTION LIST

Link: misc items

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/16/2009 03:04 PM	APRV
2	Budget & Management	Veronica Lopez	06/16/2009 03:30 PM	APRV
3	Damaris San Miguel	Damaris San Miguel	06/17/2009 04:26 PM	APRV
4	Auditor's Office		06/18/2009 05:09 PM	NEW

Form Started By: Lisa Vela — Started On: 06/09/2009 04:48 PM

Final Approval Date: 06/18/2009

HIDALGO COUNTY, TEXAS
PURCHASING DEPARTMENT/FIXED ASSET DIVISION
ITEMS LOCATED AT ABREGO'S TRUCKING & STORAGE
FOR THE JUNE 27, 2009 AUCTION

TF Date	Asset No	Asset Description
5/5/2009	N/A	1999 FORD E-350 VAN
5/5/2009	N/A	1996 GMC SIERRA
5/5/2009	N/A	1997 FORD PICKUP
5/5/2009	N/A	1999 CHEVROLET Z-71
5/5/2009	N/A	1999 FORD WINDSTAR
5/5/2009	N/A	2000 JEEP CHEROKEE
5/5/2009	N/A	2003 CHEVROLET AVLANCHE
5/4/2009	30204	G.M.1500 PICK UP
4/24/2009	25677	1993 FORD ECONLINE
4/24/2009	25677	1993 FORD ECONLINE
4/24/2009	26316	1993 CHEVY SILVERADO Z71
2/11/2009	26316	1993 CHEVY SILVERADO Z71
4/24/2009	28882	1991 CEVY CAPRICE
2/27/2009	28882	1991 CEVY CAPRICE
4/24/2009	29075	1995 FORD CROWN VICTORIA
4/24/2009	29075	1995 FORD CROWN VICTORIA
4/24/2009	30255	1996 FORD CROWN VICTORIA
4/24/2009	30255	1996 FORD CROWN VICTORIA
4/24/2009	30260	1996 FORD CROWN VICTORIA
2/27/2009	30260	1996 FORD CROWN VICTORIA
4/24/2009	30990	1997 FORD CROWN VICTORIA
4/24/2009	30990	1997 FORD CROWN VICTORIA
4/24/2009	31467	1993 JEEP CHEROKEE
4/24/2009	31467	1993 JEEP CHEROKEE

HIDALGO COUNTY, TEXAS
PURCHASING DEPARTMENT/FIXED ASSET DIVISION
ITEMS LOCATED AT ABREGO'S TRUCKING & STORAGE
FOR THE JUNE 27, 2009 AUCTION

TF Date	Asset No	Asset Description
4/24/2009	31866	1998 FORD EXPEDITION
2/27/2009	31866	1998 FORD EXPEDITION
4/24/2009	31869	1998 FORD EXPEDITION
3/11/2009	31869	1998 FORD EXPEDITION
4/24/2009	31871	1998 FORD EXPEDITION
3/11/2009	31871	1998 FORD EXPEDITION
4/24/2009	31874	1998 FORD EXPEDITION
3/11/2009	31874	1998 FORD EXPEDITION
4/24/2009	32057	1998 FORD CROW N VICTORIA
4/24/2009	32057	1998 FORD CROW N VICTORIA
4/24/2009	32240	1998 FORD CROW N VICTORIA
3/11/2009	32240	1998 FORD CROW N VICTORIA
4/24/2009	32289	1998 FORD CROW N VICTORIA
4/24/2009	32289	1998 FORD CROW N VICTORIA
4/24/2009	32382	1994 CHEVY CAPRICE
4/24/2009	32383	1994 CHEVY CAPRICE
4/24/2009	32384	1994 CHEVY CAPRICE
3/11/2009	32384	1994 CHEVY CAPRICE
4/24/2009	32387	1993 FORD CROW N VICTORIA
4/24/2009	32387	1993 FORD CROW N VICTORIA
4/24/2009	33808	1995 CHEVY CAPRICE
3/11/2009	33808	1995 CHEVY CAPRICE
4/24/2009	33809	1995 CHEVY CAPRICE
4/24/2009	33986	2000 FORD CROW N VICTORIA

HIDALGO COUNTY, TEXAS
PURCHASING DEPARTMENT/FIXED ASSET DIVISION
ITEMS LOCATED AT ABREGO'S TRUCKING & STORAGE
FOR THE JUNE 27, 2009 AUCTION

TF Date	Asset No	Asset Description
4/24/2009	33987	2000 FORD CROW N VICTORIA
4/24/2009	33987	2000 FORD CROW N VICTORIA
4/24/2009	33990	2000 FORD CROW N VICTORIA
4/24/2009	33990	2000 FORD CROW N VICTORIA
4/24/2009	33995	2000 FORD EXPEDITION
4/24/2009	33998	2000 FORD EXPEDITION
4/24/2009	33998	2000 FORD EXPEDITION
4/24/2009	33999	2000 FORD EXPEDITION
4/24/2009	34172	1995 CHEVY CAPRICE
4/24/2009	34304	1996 FORD CROW N VICTORIA
4/24/2009	36200	2001 FORD CROW N VICTORIA
4/24/2009	36200	2001 FORD CROW N VICTORIA
4/24/2009	36205	2001 FORD CROW N VICTORIA
4/24/2009	36205	2001 FORD CROW N VICTORIA
4/24/2009	36207	2001 FORD CROW N VICTORIA
4/24/2009	36216	2001 FORD CROW N VICTORIA
4/24/2009	36216	2001 FORD CROW N VICTORIA
4/24/2009	36477	1996 CHEVY BLAZER
4/24/2009	36477	1996 CHEVY BLAZER
4/24/2009	36830	1995 CVEVY CAPRICE
4/24/2009	36830	1995 CVEVY CAPRICE
4/24/2009	36831	1994 CHEVY CAPRICE
3/13/2009	36831	1994 CHEVY CAPRICE
4/24/2009	36832	1995 FORD CROW N VICTORIA

HIDALGO COUNTY, TEXAS
PURCHASING DEPARTMENT/FIXED ASSET DIVISION
ITEMS LOCATED AT ABREGO'S TRUCKING & STORAGE
FOR THE JUNE 27, 2009 AUCTION

TF Date	Asset No	Asset Description
4/24/2009	36832	1995 FORD CROW N VICTORIA
4/24/2009	36833	1998 FORD CROW N VICTORIA
3/13/2009	36833	1998 FORD CROW N VICTORIA
4/24/2009	36834	1996 CHEVY MONTE CARLO
4/24/2009	36834	1996 CHEVY MONTE CARLO
4/24/2009	36912	1995 CHEVY CAPRICE
4/24/2009	36913	1995 CVEVY CAPRICE
4/24/2009	36914	1995 FORD CROW N VICTORIA
4/24/2009	36915	1995 FORD CROW N VICTORIA
3/13/2009	36915	1995 FORD CROW N VICTORIA
4/24/2009	37206	1996 CHEVY SILVERADO
3/13/2009	37206	1996 CHEVY SILVERADO
4/24/2009	37208	1996 CHEVY SILVERADO
3/13/2009	37208	1996 CHEVY SILVERADO
4/24/2009	37210	1997 FORD CROW N VICTORIA
3/13/2009	37210	1997 FORD CROW N VICTORIA
4/24/2009	42471	1995 GMC TRUCK
3/16/2009	42471	1995 GMC TRUCK
4/24/2009	42476	1993 GMC YUKON
4/24/2009	42476	1993 GMC YUKON
4/24/2009	42481	1996 CHEVY BLAZER
4/24/2009	42484	1999 FORD CROW N VICTORIA
3/16/2009	42484	1999 FORD CROW N VICTORIA
4/24/2009	45770	1997 JEEP CHEROKEE

HIDALGO COUNTY, TEXAS
PURCHASING DEPARTMENT/FIXED ASSET DIVISION
ITEMS LOCATED AT ABREGO'S TRUCKING & STORAGE
FOR THE JUNE 27, 2009 AUCTION

TF Date	Asset No	Asset Description
4/22/2009	45770	1997 JEEP CHEROKEE
4/24/2009	46312	1998 FORD CROW N VICTORIA
3/26/2009	46312	1998 FORD CROW N VICTORIA
4/24/2009	46994	1999 MERCEDES BENZ ML4
4/24/2009	46994	1999 MERCEDES BENZ ML4
4/24/2009	48024	1999 DODGE CARAVAN
4/2/2009	48024	1999 DODGE CARAVAN
4/24/2009	N/A	1998 AUDI Q42
4/24/2009	N/A	1998 CHEVY 1500 VAN
4/24/2009	N/A	1998 AUDI Q42
5/15/2009	N/A	1998 CHEVY 1500 VAN
5/18/2009	N/A	1997 ACURA
5/18/2009	N/A	1994 WABASH NATIONAL TRAILER
5/18/2009	N/A	1995 JEEP LIMITED
5/1/2009	N/A	1994 FREIGHT LINER TRACTOR

HIDALGO COUNTY, TEXAS
PURCHASING DEPARTMENT/FIXED ASSET DIVISION
ITEMS LOCATED AT ABREGO'S TRUCKING & STORAGE
FOR THE JUNE 27, 2009 AUCTION

TF Date	Asset No	Asset Description
1/31/09	615	5 DRW FILE CABINET GRY
1/31/09	831	METAL DESK WOOD TOP
1/31/09	2867	GREEN OFFICE CHR
1/31/09	7687	BROWM DESK
1/31/09	8250	TABLE TOP FOR A DESK
6/9/09	9262	BEIGE METAL DESK
1/31/09	13612	BROWN OFFICE CHAIR
1/31/09	15156	BLK/BRN WAIT CHR ARMS
1/31/09	15246	GREEN OFFICE CHR
1/31/09	16824	BEIGE,BRN CHROME ARM
2/2/09	19116	BRWN WOODEN DSK W/RTRN
1/31/09	19993	BRN/CHROME HIBK CHR
5/4/09	20457	SHARP COMPET OS 1660
2/2/09	20979	BROWN EXEC. CHR
2/2/09	21408	IBM WHEELWRITER (TYPRWRITER)
1/31/09	22680	BLUE MDBK OF CHR
2/11/09	22916	SALMON COLOR WAITING CHAIR
2/11/09	22920	SALMON COLOR WAITING CHAIR
2/11/09	24147	BROWN CLOTH METAL OFFICE CHAIR
3/11/09	24223	IBM TYPEWRITER
5/4/09	25671	FIATALLIS BULLDOZER
2/11/09	28190	METAL DESK - TAN
5/4/09	28906	CRAFTMAN CHAINSAW
2/27/09	30702	INGERSOL-RAND DD65-H/E ROLLER
3/11/09	32857	RCA AUTOSHOT 32X DGTL CMCORDR

HIDALGO COUNTY, TEXAS
PURCHASING DEPARTMENT/FIXED ASSET DIVISION
ITEMS LOCATED AT ABREGO'S TRUCKING & STORAGE
FOR THE JUNE 27, 2009 AUCTION

TF Date	Asset No	Asset Description
3/11/09	33127	MOTOROLA TWO-WAY RADIO SM 120
3/11/09	33362	SAVIN 9920DP COPIER
3/11/09	33418	PHONE BY NORTHSTAR
3/11/09	34232	HP PRINTER 882C
3/11/09	35353	MAROON CHAIR
3/11/09	35356	COUNTY MAROON CHAIR
3/11/09	35714	SAMSUNG FLATSCREEN
3/11/09	35715	SAMSUNG FLATSCREEN
5/4/09	35833	STIHL CHAINSAW
3/11/09	36509	HP 7867 COMPUTER TOWER
3/11/09	36685	DELL CPU OPTIPLEX GX 400
3/11/09	36691	DELL CPU OPTIPLEX GX 400
3/11/09	36692	DELL CPU OPTIPLEX GX 400
3/11/09	36694	DELL CPU OPTIPLEX GX 400
3/11/09	36695	DELL CPU OPTIPLEX GX 400
3/11/09	36722	DELL CPU OPTIPLEX GX 400
3/13/09	36827	HP MONITOR W/SPEAKERS
3/30/09	37125	MICRO LINE 390 TRBO PRTR
5/4/09	37372	QUICK START PRESSUER WASHER
4/16/09	37570	CANON 9000 FAX MACHINE
3/13/09	37843	DELL PC MINI TOWER
3/13/09	37901	KOGI FLAT SCREEN
3/11/09	37987	NOBRAND FLATSCREEN
5/4/09	38032	8 HP XL/C WATER PUMP
3/13/09	40877	GMAX SLIM PC

HIDALGO COUNTY, TEXAS
PURCHASING DEPARTMENT/FIXED ASSET DIVISION
ITEMS LOCATED AT ABREGO'S TRUCKING & STORAGE
FOR THE JUNE 27, 2009 AUCTION

TF Date	Asset No	Asset Description
3/11/09	40878	GMAX SLIM PC
3/11/09	40879	GMAX SLIM PC
4/16/09	41021	XEROX WORKCNTR PRO 765 FAX
3/11/09	41120	GMAX SLIM PC
3/11/09	41121	GMAX SLIM PC
3/11/09	41122	GMAX SLIM PC
5/4/09	41276	WATER PUMP
3/11/09	41633	EUREKA LAP TOP COMPUTER
3/16/09	41877	DELL OPTIPLEX GX270 MINITOWER
4/16/09	41969	XEROX WORKCNTR PRO 765 FAX
4/16/09	41970	XEROX WORKCNTR PRO 765 FAX
3/16/09	41972	FIRE KING 4 DRWR FLE CAB
4/16/09	42561	XEROX WORKCNTR PRO 765 FAX
3/16/09	42693	XEROX PHASER 3450 PRINTER
4/3/09	43951	KODAK SCANNER
4/4/09	47359	XEROX
3/11/09	95-21	BLUE CANOPY BROKEN
4/17/09	AD091-08	BROTHER LASERFAX(ME001054)
2/2/09	AD091-50	MAROON EXC. CHR
1/31/09	AD091-61	MAROON WAIT CHR
1/31/09	AD091-62	MAROON OF CHR ARMS
1/31/09	AD091-63	BLUE OF CHR ARMS
1/31/09	AD091-64	BLK OF CHR ARMS
1/31/09	AD091-65	BLUE OF CHR ARMS
1/31/09	AD091-66	MAROON OF CHR ARMS

HIDALGO COUNTY, TEXAS
PURCHASING DEPARTMENT/FIXED ASSET DIVISION
ITEMS LOCATED AT ABREGO'S TRUCKING & STORAGE
FOR THE JUNE 27, 2009 AUCTION

TF Date	Asset No	Asset Description
1/31/09	AD091-67	MAROON OF CHR ARMS
1/31/09	AD091-69	BLUE OFFICE CHR
1/31/09	AD091-70	RED OF CHR ARMS
1/31/09	AD091-71	BLUE OFFICE CHR
1/31/09	AD091-72	BLUE OFFICE CHR
1/31/09	AD091-73	GREYOFFICE CHR
1/31/09	AD091-74	BLK HIGHBK W/ARMS
1/31/09	AD091-75	BURGANDY HIBK ARMS
1/31/09	AD091-76	RED OFFICE CHR
1/31/09	AD091-77	BLK OFFICE CHR
1/31/09	AD091-78	BLUE OFFICE CHR
1/31/09	AD091-79	GREY OFFICE CHR
1/31/09	AD091-80	BLUE HIBK OF CHR ARMS
1/31/09	AD091-81	MAROON WAIT CHR
3/11/09	AD093-06	HP LASERJET 1160 PRINTER
4/17/09	AD093-08	HP DESKJET 6122 PRINTER(ME001055)
3/11/09	AD093-12	AGFA SNAPSCAN FLT SCNR
3/11/09	AD093-37	HP JETDIRECT 170X PRINT
3/11/09	AD093-38	HP JETDIRECT 170X PRINT
3/11/09	AD093-39	HP JETDIRECT 170X PRINT
3/11/09	AD093-40	HP JETDIRECT 170X PRINT
3/11/09	AD093-41	HP JETDIRECT 170X PRINT
3/11/09	AD093-42	HP JETDIRECT 170X PRINT
3/11/09	AD093-43	HP JETDIRECT 170X PRINT
3/11/09	AD093-44	HP JETDIRECT 170X PRINT

HIDALGO COUNTY, TEXAS
PURCHASING DEPARTMENT/FIXED ASSET DIVISION
ITEMS LOCATED AT ABREGO'S TRUCKING & STORAGE
FOR THE JUNE 27, 2009 AUCTION

TF Date	Asset No	Asset Description
3/11/09	AD093-45	HP JETDIRECT 170X PRINT
3/11/09	AD093-46	HP JETDIRECT 170X PRINT
3/11/09	AD093-47	HP JETDIRECT 170X PRINT
3/11/09	AD093-48	HP JETDIRECT 170X PRINT
3/11/09	AD093-49	LANPRO 10 BASE T 8PRT HUB
3/11/09	AD093-50	HP WIRELESS PRNT SRVR wp110
3/11/09	AD093-51	HP JETDIRECT 300X PRNT SRVR
3/11/09	AD093-52	LINKSYS 10/100 8 PRT HUB
3/11/09	AD093-53	LINKSYS 10/100 8 PRT HUB
3/11/09	AD093-54	LINKSYS 10/100 8 PRT HUB
3/11/09	AD093-55	HP JETDIRECT 170X PRINT
3/11/09	AD093-56	NETGEAR 4 PRT HUB
3/11/09	AD093-57	HP JETDIRECT 170X PRINT
3/11/09	AD093-61	LINKSYS 10/100 8 PRT SWITCH
3/11/09	AD093-62	TROY XJET 3000 ETHER CARD
3/11/09	AD093-63	ADAPTEC AHA-2930CV SCSI CRD
4/17/09	AD094-100	HP CAMERA 2.1MP
3/13/09	AD094-101	HIGH/LOW BEAM PICK UP TRUCK LAMP
4/17/09	AD094-102	6" PA TRUMPET HORN
4/17/09	AD094-103	BASE RADIO
3/13/09	AD094-104	BROTHER LASER FAX INTELLIFAX 4100
3/13/09	AD094-105	17" FLAT SCREEN MONITOR
4/17/09	AD094-107	DELL TOWER
4/17/09	AD094-108	HP DESK JET 3820
4/17/09	AD094-111	TRASH/ CIG CAN

HIDALGO COUNTY, TEXAS
PURCHASING DEPARTMENT/FIXED ASSET DIVISION
ITEMS LOCATED AT ABREGO'S TRUCKING & STORAGE
FOR THE JUNE 27, 2009 AUCTION

TF Date	Asset No	Asset Description
4/17/09	AD094-115	7 MISC. PORT ADAPTERS
4/16/09	AD094-116	2 COMPUTER MICROPHINES
4/16/09	AD094-117	SMALL BAG OF CMPTR SCREWS
4/16/09	AD094-118	5 TELEPHONE CORDS
3/11/09	AD094-119	3 DELL KEYBOARDS
3/11/09	AD094-120	3 ASSORTED COMPUTER CRDS
4/24/09	AD094-121	ADAPTEC SCI CARD W/CABLE
4/28/09	AD094-122	LATHEM COMP EXTENSION
4/28/09	AD094-123	5 ASST. COMPTR CABLES
4/28/09	AD094-124	3 ASST. POWER CORDS
4/28/09	AD094-125	VELBON 9000 TRIPOD FOR CAMCORDER
4/28/09	AD094-126	AC ADAPTER/BATTERY CHARGER
4/28/09	AD094-127	2 EXTRA RADIOSHACK RECRGR BATRIES
4/28/09	AD094-128	MONSTER CABLE S-VIDEO 8FT WIRE
4/28/09	AD094-129	MONSTER CABLE COMPNET VDIO 8FT
4/28/09	AD094-130	DELL BLACK COMPUTER SPEAKERS
5/4/09	AD094-131	8 DELL MOUSE
5/4/09	AD094-132	2 KENSINGTON MOUSE
5/4/09	AD094-133	RED EXECUTIVE CHAIR
3/13/09	AD094-135	5 VARIOUS MAKES OF KEYBOARDS
3/13/09	AD094-136	3 VARIOUS MAKES OF MOUSES
5/4/09	AD094-172	CABINET OR CARDENZA
5/4/09	AD094-174	DESK
3/16/09	AD094-54	PANASONIC PHONE KX-T2365
3/16/09	AD094-55	CACULATOR CANON-P100-DHII

HIDALGO COUNTY, TEXAS
PURCHASING DEPARTMENT/FIXED ASSET DIVISION
ITEMS LOCATED AT ABREGO'S TRUCKING & STORAGE
FOR THE JUNE 27, 2009 AUCTION

TF Date	Asset No	Asset Description
3/16/09	AD094-56	CALCULATOR SHARP VX-2552H
3/16/09	AD094-57	7 ELECTRIC STAPLER SWIGLINE 211X
3/16/09	AD094-58	4 ELECTRIC STAPLER SWINGLINE 42130
3/16/09	AD094-59	CALCULATOR SHARP VX-2552H
3/16/09	AD094-60	CALCULATOR SHARP VX-2552H
3/16/09	AD094-61	XEROX PHASER 3450 PRINTER
3/16/09	AD094-62	THE MONEY LAB HTC-40
3/16/09	AD094-63	2 ORGANIZERS OFFICE CAROUSEL
3/16/09	AD094-64	3 VARIOUS SIZE FLASHLIGHTS
5/4/09	AD094-65	PLANTRONICS CHARGER BASE
5/4/09	AD094-65	PLANTRONICS CHARGER BASE
5/11/09	AD094-66	BROTHER TYPEWRITER
3/16/09	AD094-68	CANON 120-127V
3/16/09	AD094-69	16 HAND HOLE PUNCHES
3/16/09	AD094-70	8 HAND STAPLERS
3/11/09	AD094-71	3 DELL KEYBOARDS
3/11/09	AD094-72	3 DELL KEYBOARDS
3/11/09	AD094-73	9 DIFFERENT MOUSES
3/11/09	AD094-74	12 CABLE WIRES IN A BOX
3/16/09	AD094-77	TENSA BARRIER
3/16/09	AD094-78	VARIOUS MAKES OF RIBBON
3/16/09	AD094-79	VARIOUS MAKES OF INK
5/8/09	AD094-80	DELL MONITOR
4/16/09	AD094-83	CANON 9000 FAX MACHINE
3/30/09	AD094-84	CANON P126-D

HIDALGO COUNTY, TEXAS
PURCHASING DEPARTMENT/FIXED ASSET DIVISION
ITEMS LOCATED AT ABREGO'S TRUCKING & STORAGE
FOR THE JUNE 27, 2009 AUCTION

TF Date	Asset No	Asset Description
3/30/09	AD094-85	5 COMPAQ KEYBOARDS
3/30/09	AD094-86	5 COMPAQ KEYBOARDS
3/30/09	AD094-87	5 COMPAQ KEYBOARDS
3/30/09	AD094-88	4 ASSORETD CPU MOUSE
3/30/09	AD094-89	2 COMPAQ KEYBOARDS
3/26/09	AD094-91	LOGI TECH WIRELESS KEYBRD
3/30/09	AD094-92	6 CPU WIRES IN A BOX
5/11/09	AD094-93	SMALL DESK
5/14/09	AD094-95	OKI MICROLINE 320 TURBO
5/15/09	AD094-98	OKI DATA 320 TURBO
3/13/09	AD094-99	BROTHER LASER FAX INTELLIFAX 4100
5/15/09	AD095-01	HP DESKJET 840C
5/15/09	AD095-02	HP KASERJET 5 C3916A PRINTER
5/15/09	AD095-10	BOX 1 VARIOUS CORDS
6/9/09	AD095-100	464 RUBBER CASTER WHEELS
5/15/09	AD095-11	DELL LAPTOP DOCKING STATION
5/15/09	AD095-12	MISC IN A BOX
5/15/09	AD095-13	MISC IN A BOX
5/15/09	AD095-14	MISC IN A BOX
5/15/09	AD095-15	MISC IN A BOX
5/15/09	AD095-16	MISC AND DOOR KNOBS
5/15/09	AD095-17	BRIEF CASE
5/15/09	AD095-18	DELL MONITOR
5/15/09	AD095-18	DELL MONITOR
5/15/09	AD095-19	BROTHER INTELLI FAX 1270

HIDALGO COUNTY, TEXAS
PURCHASING DEPARTMENT/FIXED ASSET DIVISION
ITEMS LOCATED AT ABREGO'S TRUCKING & STORAGE
FOR THE JUNE 27, 2009 AUCTION

TF Date	Asset No	Asset Description
5/15/09	AD095-20	BROTHER ML300 TYPRWRITER
5/15/09	AD095-22	DELL MONITOR
5/15/09	AD095-23	BLACK WALL MOUNT T.V. STAND
5/15/09	AD095-24	GREY OFFICE HI-BK CHAIR
5/15/09	AD095-25	RED CLOTH CHAIRS
5/15/09	AD095-26	RED CLOTH CHAIRS
6/9/09	AD095-27	BLUE OFFICE CHAIR
	AD095-28	LIGHT BROWN WOOD DESK
3/11/09	AD095-41	EXECUTIVE OFFICE HI-BK CHR BURGANDY
6/9/09	AD095-42	HI BACK BLUE OFFICE CHAIR
6/9/09	AD095-43	GREEN WAITING CHAIR
5/5/09	C-1471-08F	16 PLTS OF RETIAL MERCH TP
6/3/09	MA096-01	12 CEILING FANS
6/3/09	MA096-02	9 REGULAR DOORS
6/3/09	MA096-03	1 DOOR W/COMBONATION LOCK
6/3/09	MA096-04	AC DUCT
6/3/09	MA096-05	2 REGULAR WOOD DOORS
6/3/09	MA096-06	5 INTERCOM SPEAKERS BY TEKTONE
6/3/09	MA096-07	2 PAPER DISPENSER TAGSONS PAPER
6/3/09	MA096-08	COMPUTER MOUSE
6/3/09	MA096-09	4 LIGHT FIXTURES CLEAR PLASTIC CVRS
6/3/09	MA096-10	2 WHITE METAL FIXTURES COVERS
6/3/09	MA096-11	9 AMBER GLASS DECORATIONS
6/3/09	MA096-12	CABINET MADE OF PARTICAL BOARD
6/3/09	MA096-13	WICKER BASKET

HIDALGO COUNTY, TEXAS
PURCHASING DEPARTMENT/FIXED ASSET DIVISION
ITEMS LOCATED AT ABREGO'S TRUCKING & STORAGE
FOR THE JUNE 27, 2009 AUCTION

TF Date	Asset No	Asset Description
6/3/09	MA096-14	CABINET WITH A DOOR
6/3/09	MA096-15	5 WOOD DRAWERS
6/3/09	MA096-16	LIGHT FIXTURE
6/3/09	MA096-17	METAL LIGHT FIXTURE W/ LIGHT SOCKETS
6/3/09	MA096-18	EXHAUST FAN W/ LIGHT RECPT BOX
6/3/09	MA096-19	GLASS COUNTER TOP LATERAL DOOR
6/3/09	MA096-20	SOAP DISPENSER
5/15/09	ME000049	DELL OPTIPLEX GX 270
5/15/09	ME000051	DELL OPTIPLEX GX270
5/15/09	ME000054	DELL OPTIPLEX GX270
5/15/09	ME000059	DELL OPTIPLEX GX270
5/15/09	ME000087	DELL OPTIPLEX GX270 OAO000616447
5/15/09	ME000120	BROTHERS FAX 2820
5/15/09	ME001003	MAROON CHR W/ARMS
5/15/09	ME001004	MAROON HI-BACK ARMS
5/15/09	ME001005	BLUE HI-BACK ARMS
5/15/09	ME001008	BLUE MED BACK ARMS
5/15/09	ME001010	BLK MED BCK CHR ARMS
5/14/09	ME001014	HI-BK LEATHER CHAIR
6/9/09	ME001026	GREY OFFICE CHAIR
5/15/09	ME001028	BROWN DESK W/RIGHT RETURN
5/15/09	ME001046	MAROON OFFICE CHAIR
5/15/09	ME001066	WOODEN MAIL CUBBY
5/15/09	ME001073	BLUE HI-BK OFFICE CHAIR
5/4/09	NA	1 TIRE 11 L 16

AI-15920 **24.A.8.**

BDR - Request presentations from ranked finalists - Debris Removal & Related Disaster Services

CC REGULAR

Date:	06/22/2009
Submitted By:	Marty Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

a. Recommendation from Beck Disaster Recovery, contracted consultant, that in the best interest of Hidalgo County, for Commissioners Court to permit the scheduling of presentations (with a bonus value of 5 points) by all qualifying vendors responding to Hidalgo County's solicitation for proposals for pre-positioned: "Debris Removal & Related Disaster Recovery Services Contractor" so as to complete the scoring and thus present the finalized matrix to CC for the purpose of final ranking
Original ranking order (as presented and recommended by consultant) and approved by CC on 5-28-09:

1. Phillips & Jordan
2. CERES Environmental, Inc.
3. DRC Emergency
4. D & J Enterprises, Inc.
5. Crowder Gulf
6. Ashbritt, Inc.

b. Determination by Commissioners Court as to participation in the presentation process by the six finalists with the scoring of the bonus points to be made by:

1. consultant; or,
2. Commissioners Court

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Fiscal impact would occur upon need for services and a declaration of disaster.

Hurricane Dolly acct # 9-1100-415-00-115-072-0-XXX; funds available as of 6-17-09.
Hurricane Ike acct # 9-1100-415-00-115-075-0-XXX; no funding is available on this acct as of 6-17-09.

Attachments

Link: AI 15920

Link: BDR

Link: Back up

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	06/17/2009 12:03 PM	APRV
2	Budget & Management	Veronica Lopez	06/17/2009 01:13 PM	APRV
3	Ivan Cantu	Ivan Cantu	06/17/2009 02:14 PM	APRV
4	Auditor's Office		06/18/2009 05:09 PM	NEW

Form Started By: Marty Salazar

Started On: 06/09/2009 01:04 PM

Final Approval Date: 06/18/2009

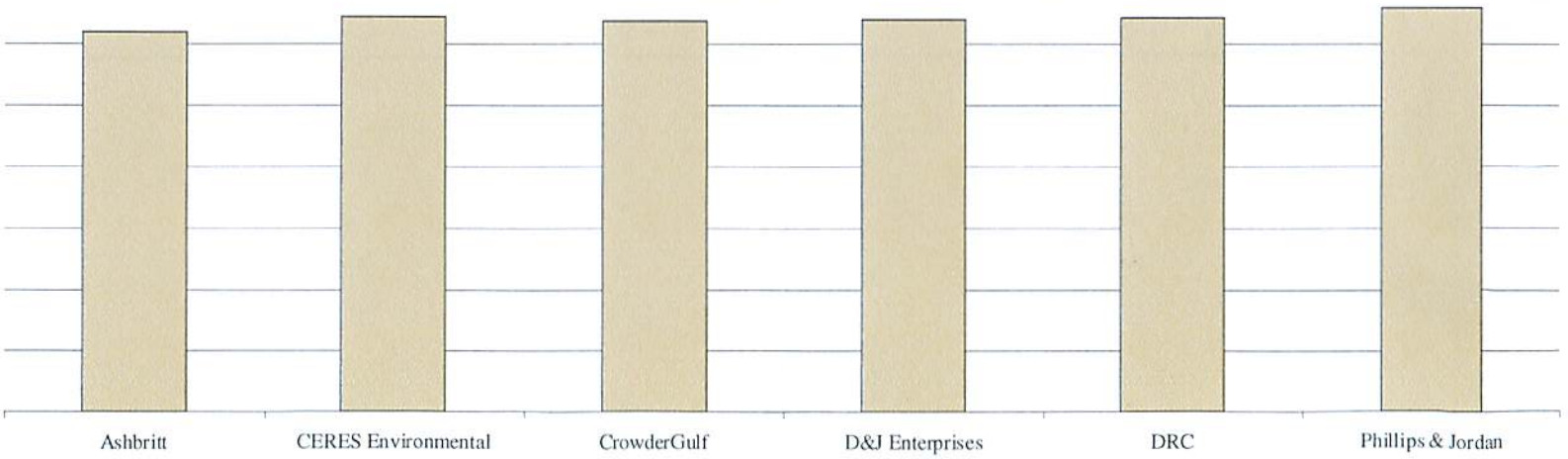
AI 15920

Contractor Pricing Worksheet

County of Hidalgo | Texas

Contractor	Bid Price	Score	Stability	Score	Experience	Score	Resources	Score	Oral Interview	Total Score	
Ashbritt	$ 2,836,058	18.39	5	25.00	25, 24, 25	24.67	5	25.00	0	93.05	6
CERES Environmental	$ 2,086,023	25.00	5	25.00	17, 25, 23	21.67	5	25.00	0	96.66	2
CrowderGulf	$ 2,400,320	21.72	5	25.00	23,25,24	24.00	5	25.00	0	95.72	5
D&J Enterprises	$ 2,339,468	22.29	5	25.00	23, 24.5, 24	23.83	5	25.00	0	96.12	4
DRC	$ 2,198,010	23.72	5	25.00	25, 22, 21	22.50	5	25.00	0	96.22	3
Phillips & Jordan	$ 2,085,748	25.00	5	25.00	24, 24, 25	24.17	5	25.00	0	99.17	1

Total Score Evaluation



Contractor Evaluation Matrix
HIDALGO COUNTY

Criteria	Description of Criteria	AshBritt, Inc.	CERES Environmental, Inc.	CrowderGulf
Completeness/Accuracy to H-GAC Form	Subjective criteria based on the method and manner of the proposal in total, attention to detail, following H-GAC End User Request	• Complete and detailed information regarding equipment, sub-contractors, past projects, references, available services • Prompt response to requests	• Top 3 vendor by bid price alone • Complete proposal • Heavily invested in technologies to improve efficiency in debris management	• Over 30 years of debris management experience
1. Rate Schedule				
A. Rate Schedule	Bid Price	$2,836,057.50	$2,086,022.50	$2,400,320.00
B. Rate Schedule Rank	Ranking amongst all bidders (1 – Lowest Bid, 9 – Highest Bid)	9	3	7
2. Financial Strength/Stability				
A. Financial Resources	Lines of credit and bond capacities	• Historically sound line of credit per Bank of America letter • Financially liquid and stable	• Financially liquid and stable	• Financially liquid and stable
B. Insurance and Bid Bond	Listing of the type and value of insurance and Bid Bond	• Proof of insurance not included	• Proof of insurance not included	• Proof of insurance not included
3. Experience with Similar Counties				
A. Historic and Relatable Projects	Projects sharing similar size and scope which can be used as comparison for probable successful completion	• Hidalgo County, TX (2008) • Coastal Texas Regions (2008) • Collier County, FL (2005) • Plantation, FL (2005) • Boca Raton, FL (2005)	• Displays ability to handle multi-million CY projects • Cameron County, TX (2008) • Jefferson Parish, LA (2008) • St. Charles Parish, LA (2005)	• Friendswood, TX (2008) • Galveston County, TX (2008) • Montgomery County, TX (2008) • Multiple projects with similar size and scope
B. References	List of references	• References provided	• References provided	
4. Available Resources				
A. List of Existing Contracts	Number of pre-positioned contracts, locational diversity of pre-positioned contracts	• 140 pre-positioned contracts • Approximately 80 in Florida • 26 Texas contracts • Other contracts in Maryland, North Carolina, South Carolina and Virginia	• Approximately 55 contracts • Majority in Florida • 4 contracts in Texas	• Provided with list of contracts in County area • 24 contracts in area • 9 contracts in Texas • 7 total for Alabama, Mississippi, and Louisiana • Written in documentation to honor all contractual commitments
B. Equipment and Sub-contractors	Listing of pertinent equipment and sub-contractor availability	• Fleet of self loading grapple trucks • Dispatch equipment and personnel 24 hours prior to event and hold at 100 mile strike point staging area • Motor coach buses for mobile operations control centers with satellite internet • Standing agreements with specialized firms and disaster recovery sub-contractors • Over 90 primary and secondary first responder sub-contractors • Access to communication devices listed in H-GAC response packet	• Staff and equipment on site hours after contract execution • Self proclaimed "one of the largest inventories of disaster management equipment" • Extensive technology available for debris clean-up services • Standing contracts with sub-contractors throughout the nation • Custom mobile offices and command centers	• Over 300 sub-contractors • Major debris equipment including knuckle booms, dump trucks, skid-steer loaders, etc. • List of available equipment available on website
5. Oral Interview (Optional)				

Contractor Evaluation Matrix
HIDALGO COUNTY

Criteria	Description of Criteria	D&J Enterprises, Inc.	DRC Emergency Services	Omni-Pinnacle
Completeness/Accuracy to H-GAC Form	Subjective criteria based on the method and manner of the proposal in total, attention to detail, following H-GAC End User Request	• Provided complete financial report • Subcontractor and reference list available upon request	• Experienced debris management company	• Only submitted bid worksheet in response to H-GAC Request • No response to additional information request
1. Rate Schedule				
A. Rate Schedule	Bid Price	$2,339,467.50	$2,198,010.00	$2,723,690.00
B. Rate Schedule Rank	Ranking amongst all bidders (1 – Lowest Bid, 9 – Highest Bid)	6	4	8
2. Financial Strength/Stability				
A. Financial Resources	Lines of credit and bond capacities	• Financially liquid and stable • Demonstrates financial stability through basic financial strength ratios	• Financially liquid and stable	• No financial information provided
B. Insurance and Bid Bond	Listing of the type and value of insurance and Bid Bond	• Proof of insurance not included	• Proof of insurance not included	• Proof of insurance not included
3. Experience with Similar Counties				
A. Historic and Relatable Projects	Projects sharing similar size and scope which can be used as comparison for probable successful completion	• Several recent ice storm and tornado projects • Hurricane Katrina, MS (2005) • Hurricane Wilma, FL (2005) • Hurricane Rita, TX (2005)	• Mobilized on projects throughout Texas during Hurricane Ike • Past project list available for review	• No projects provided
B. References	List of references	• No references provided	• No references provided, only past projects	• No references provided
4. Available Resources				
A. List of Existing Contracts	Number of pre-positioned contracts, locational diversity of pre-positioned contracts	• 20 pre-positioned contracts • 2 contracts in Texas • 9 contracts in Florida • 3 contracts in Alabama • 1 contract in Louisiana	• Over 200 pre-positioned contracts • Majority of contracts in Texas and Florida • Full list available for review	• No pre-positioned contracts list provided
B. Equipment and Sub-contractors	Listing of pertinent equipment and sub-contractor availability	• Extensive list of equipment on website • Includes trucks, communication devices, mobile command centers, portable offices/housing, etc.	• Able to mobilize 24 – 48 hours after event if not before actual event • Listing of available equipment upon request	• No equipment list provided
5. Oral Interview (Optional)				

Contractor Evaluation Matrix
HIDALGO COUNTY

Criteria	Description of Criteria	Phillips and Jordan	Storm Reconstruction Services	TFR Enterprises
Completeness/Accuracy to H-GAC Form	Subjective criteria based on the method and manner of the proposal in total, attention to detail, following H-GAC End User Request	• Sound financials and prompt responses to requests • Top 3 vendor by price	• No response to request for additional financial inquiry • Top vendor by price	• Complete listing of contracts and equipment
1. Rate Schedule				
A. Rate Schedule	Bid Price	$2,085,747.50	$1,957,149.50	$2,261,705.00
B. Rate Schedule Rank	Ranking amongst all bidders (1 – Lowest Bid, 9 – Highest Bid)	2	1	5
2. Financial Strength/Stability				
A. Financial Resources	Lines of credit and bond capacities	• Financially liquid and stable • Demonstrates financial stability through basic financial strength ratios	• No financials provided in additional request for information	• Financially liquid and stable
B. Insurance and Bid Bond	Listing of the type and value of insurance and Bid Bond	• Proof of insurance not included	• Included certificate demonstrating coverage limits	• Proof of insurance not included
3. Experience with Similar Counties				
A. Historic and Relatable Projects	Projects sharing similar size and scope which can be used as comparison for probable successful completion	• Past debris removal projects a variety of different sizes • Complete list available in response to H-GAC Form	• Projects throughout Texas (2008) • Multiple projects over 500,000 CY	• Fort Bend County, TX (2008) • Completed projects throughout Florida, Mississippi, Louisiana, and Texas
B. References	List of references	• Extensive list of references	• List of references available	• No references provided
4. Available Resources				
A. List of Existing Contracts	Number of pre-positioned contracts, locational diversity of pre-positioned contracts	• Over 100 pre-positioned contracts • Majority in Florida, South Carolina and North Carolina • 1 in Texas • 3 total in Alabama and Louisiana	• No pre-positioned contracts list provided	• 9 pre-positioned contracts (some have multiple municipality and county piggy-backs) • 4 municipalities in Texas • 4 municipalities in Florida • Florida DOT contract includes 37 piggy-backs
B. Equipment and Sub-contractors	Listing of pertinent equipment and sub-contractor availability	• Over 1,000 pieces of heavy and specialized equipment • Extensive listing of sub-contractors	• 400+ subcontractors throughout US	• Will develop website for community disaster updates and released 3 days prior to event • Owns over 100 pieces of equipment • Can operate 7 concurrent TDSRS • 300+ subcontractors
5. Oral Interview (Optional)				

Experience with BDR							
Debris Removal Company	Hurricane Work	Snow/Ice Work	Projects Over 500,000 Cubic Yards	Leaner/Hanger Programs	Flood Water Removal	Private Property Debris Removal	Private Property Demolition
AshBritt Environmental	X		X	X	X	X	
Ceres Environmental	X		X	X			
CrowderGulf	X	X	X	X		X	X
D&J Enterprises							
DRC Emergency	X	X	X	X		X	X
Omni-Pinnacle	X			X			
Phillips & Jordan	X			X		X	
Storm Reconstruction Services	X	X		X			
TFR Enterprises	X		X		X		

7. AI-15655 A. Presentation with recommendations by consulting contractor, Beck Disaster Recovery (BDR), of the proposals received by consultant (from the HGAC approved pool) for review, analysis and evaluation for the purposes of selection of providers (i.e. primary & secondary, if applicable) for award of prepositioned contracts in connection with Disaster Debris Hauler and Related Services;

Presentation made by Marty Salazar, & Danny Beck.

B. Award of proposals to the following providers:
Primary vendor: Philips & Jordan ;

Secondary vendor: Ceres Environmental ;

Additional: DRC Emergency ;

On motion of Commissioner Flores, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

C. Approval of contract format used by County through interlocal with the City of Kingsville for the vendors awarded herein.

On motion of Commissioner Flores, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

8. AI-15625 Requesting approval to declare as "surplus" (for the purpose of destruction, with the assistance of the Hidalgo County Precinct 4 Road & Bridge) twenty (20) total emergency/law enforcement light bars in as much as the light bars are unusable by any Hidalgo County Department.

On motion of Commissioner Palacios, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval.

B. County Judge's Office

1. AI-15551 Presentation for discussion, consideration, and approval to execute the final lease agreement (approved as to form by legal counsel) for "Lease of Tower Space" (RFB No. 09-023-02-25) with McAllen Communications Company Inc., as awarded by CC on 04/14/09.

AI-15891 **24.A.9.**

Vending Machine Services

CC REGULAR

Date:	06/22/2009
Submitted By:	Sandra Montalvo, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Recommending award of bid and approval of contract to vendor submitting the lowest pricing and meeting all specifications/requirements as attached hereto for: "Vending Machine Services-Hidalgo County" - Bid No. 2009-015-06-03-SMA.

BACKGROUND

1. Contract document has been sent to legal counsel for review and approved as to form.
2. Recommended vendor is "CV Services"

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-360-00-000-000-0-000

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

BUDGETARY IMPACT:

Hidalgo County will generate revenue from various vending machines thru a pro-rated formula of electricity usage. Reimbursement is on a monthly basis.

Attachments

Link: contract

Link: participation & tabulation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/09/2009 05:26 PM	APRV
2	Budget & Management	Veronica Lopez	06/10/2009 08:39 AM	APRV
3	Ivan Cantu	Ivan Cantu	06/10/2009 09:11 AM	APRV
4	Auditor's Office		06/12/2009 09:22 AM	NEW

Form Started By: Sandra Montalvo Started On: 06/08/2009 10:14 AM

Final Approval Date: 06/12/2009

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-09-015-06-22

THIS CONTRACT is made and entered into this **22nd** day of **June, 2009** by and between the **County of Hidalgo, Texas** ("County"), and **Norma Hernandez d/b/a C.V. Services** ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Vending Machine Services"** and;

WHEREAS, Company submitted a bid to provide services in accordance with Exhibit "A" Request for Bids (RFB) Procurement Packet attached hereto respectively, and incorporated herein for all purposes of (the "RFB"); and;

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications within the Request for Bids (RFB) Procurement Packet, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations at **Hidalgo County** as identified in Exhibit "A" Request for Bids (RFB) Procurement Packet, (#23, Pg. 5 of 9). The County may however, eliminate or add vending machines if in the County's sole discretion, the County determines it would be in its best interest to do so. 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 any extension thereof, the services in accordance with the (RFB) procurement packet (the "Services"). Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. Further Hidalgo County reserves the right to request these Services from other sources other than the Company and shall not be in violation of any terms or conditions of said contract.

3. **Term.** This Contract shall be for a period of two (2) years, commencing upon approval of Commissioner's Court and expiring on **June 21, 2011** and may be extended at the sole discretion of the County for an additional two (2) one (1) year terms under the same rates, terms and conditions. County also reserves the right to continue this Contract for an additional sixty (60) day grace period at the end of the Contract term for unforeseen delay of a new Contract award or any extension thereof and under the same terms and conditions as set forth herein.

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 Services provided for in this Contract, the Company agrees to pay County for electricity used as described in Exhibit "A" Request for Bids (RFB) Procurement Packet, (#17, Pg. 4 of 9) attached hereto payable against written invoice submitted by County.

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 prior to providing the Services.

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: Norma Hernandez d/b/a C.V. Services
Attn: Norma Hernandez
205 Paredes Line Road
Brownsville, Texas 78521

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 with or without cause upon thirty (30) days written notice.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this _____ day of _____, 2009.

APPROVED AS TO FORM

By:_____

COUNTY OF HIDALGO

ATTEST:

By:_____
Juan D. Salinas, III, County Judge

_____
Arturo Guajardo, Jr., County Clerk

COMPANY: Norma Hernandez d/b/a C.V. Services

By:_____
Printed Name: _____
Title:_____

EXHIBIT "A"

REQUEST FOR BIDS (RFB) PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

May 18, 2009

(Company's Name & Address)

_____

_____

_____

Re: **HIDALGO COUNTY**
Request for Bids -**"VENDING MACHINE SERVICES"**
Bid No: 2009-015-06-03-SMA

Dear Gentleman/Ladies:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sma

Enclosures

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB) CHECKLIST

HIDALGO COUNTY
"VENDING MACHINE SERVICES"
Bid No: 2009-015-06-03-SMA

1. **Request for Bid Letter, consists of __1__ page.**

2. **Request for Bid, Legal Notice, consisting of__7__ pages.**
   (Page 7 must be submitted with bid)

3. **Exhibit "A" Specifications, consisting of __9__pages.**

4. **Exhibit "B" Bid Form, consisting of__3__pages.**
   (Must be submitted with bid)

5. **Exhibit "C" Insurance Requirements, consisting of __5__pages.**
   (Must be submitted with bid)

6. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of __2__ pages.**
   (Copy of receipt and this form must be submitted with bid)

7. **Vendor/Bidder Application and W-9 form consisting of __7__ pages.**
   (Must be submitted with bid)

8. **Certification Regarding Debarment, consisting of __2__ pages.**
   (Must be submitted with bid)

9. **Draft Service Contract, consisting of __7__ 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

Martha L. Salazar, CPPB
Purchasing Agent

May 18, 2009
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

REQUEST FOR BIDS

HIDALGO COUNTY
"Vending Machine Services"

BID OPENING DATE:
June 03, 2009

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

956 318-2626

Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY-VENDING MACHINE SERVICES"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they believe would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. **One (1) original and Three (3) copies** of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **BID-2009-015-06-03-SMA-HIDALGO COUNTY-VENDING MACHINE SERVICES** and in County's Purchasing Department with a physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy., 281, New Administration Building, Edinburg, Texas, **ON OR BEFORE 9:30 A.M., WEDNESDAY, JUNE 03, 2009.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID 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 IN REFERENCE TO RFB No. 2009-015-06-03-SMA-HIDALGO COUNTY-"VENDING MACHINE SERVICES"

   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 ninety (90) days from the scheduled time to open bids.

8. 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.

9. County reserves the right to accept or reject any or all bids.

10. Any shipping costs are to be F.O.B., destination. (vendor pays all shipping cost an remains responsible until County takes procession)

11. 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.

12. 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.

13. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

14. **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

15. **PREPARATION OF INVOICE/PAYMENT INSTRUCTION (if applicable):**
    - Remittal of payment:
      a) Name and address of successful bidder
      b) Name and address of receiving department or official
      c) Purchase Order Number (if any)
      d) Notation-**"HIDALGO COUNTY–VENDING MACHINE SERVICES"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
    - Discount payments will be considered when offered.
    - Contact person for Energy Cost Reimbursement/Monitoring questions:

Raul Silguero, Budget Officer
Hidalgo County Department of Budget and Management
2818 S. Business Hwy 281
Edinburg, Tx 78539
(956) 292-7025

16. **SCHEDULE OF EVENTS:**

Bid Opening, 9:30 AM	**June 03, 2009**
Award of Contract	_____, 2009
Commence Work or Deliver Products	_____, 2009

17. **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.

18. **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.

19. DISCLOSURE OF CONFLICT OF INTEREST:

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

20. 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.

21. Bids, and all goods and services provided there under, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. Successful bidder shall warrant that all items/services shall conform to 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.

28. 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.

29. 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
"VENDING MACHINE SERVICES"
BID NO.: 2009-015-06-03-SMA

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical address: 2802 S. Business Hwy. 281-New Administration Building
Mailing address: 2812 S. Business Hwy. 281
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: _____

(THIS PAGE MUST BE SUBMITED WITH BID)

EXHIBIT "A"

SPECIFICATIONS/REQUIREMENTS

Hidalgo County
REQUEST FOR BIDS
"VENDING MACHINE SERVICES"
BID No. 2009-015-06-03-SMA

SPECIFICATIONS/TERMS AND CONDITIONS

1. **SCOPE:**
Hidalgo County is requesting bids from qualified vendors to furnish and service "Vending Machine Concession Services" in accordance with the requirements specified herein and including all provisions set forth in the accompanying documentation.

2. **INCURRED EXPENSES:**
All costs and expenses associated with the preparation and submission of bids, proposals and or/quotes shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

3. **DESCRIPTION:**
The awarded vendor will provide all services necessary for soft drinks and snacks/food dispenser(s) in accordance with all local, state, and federal laws, and regulations. These services shall include all necessary personnel, labor, transportation, packaging, equipment, insurance and all other items normally required of a business to operate a vending machine concession. The Vendor shall, without additional expense to the County, be responsible for obtaining any necessary licenses and permits. The vending machines furnished pursuant to this contract, and any replacements thereof shall remain the property of the Vendor with no sale or lease intended. The vendor shall, at its sole cost and expense, service all equipment with merchandise and maintain equipment clean, sanitary, and good mechanical condition. The County will not be responsible for loss of or damage to Vendor's vending machines, equipment, or their contents, except where such loss or damage is caused by the negligence or willful conduct of the County or agents or employees of the County. **Vendor agrees to furnish additional machines at prices agreed to in this bid.**

4. **DAMAGE DEPOSIT:**
Within ten (10) days after notification of award and prior to installation of any machines on Hidalgo County premises, the successful bidder shall deposit with Hidalgo County the sum of Five thousand ($5,000.00) dollars in cash, cashier's check or surety bond made out to Hidalgo County, out of which sum Hidalgo County may, either during or at the end of the term of this contract, replace or repair to the satisfaction of Hidalgo County any equipment and/or building damaged by the vendors equipment, employee's, agents or subcontractors and pay any fees or charges that may be in arrears AND DUE TO COUNTY. Bond shall be issued by a surety company authorized to do business in the State of Texas. Successful bidder will, upon demand, replace and repay into such deposit any amount paid there from during the term of this contract by Hidalgo County for such purposes and shall maintain the total amount intact at all times. Failure of successful bidder to maintain the security deposit will be a breach of this contract. Such deposit, or unused portion thereof, will be returned to successful bidder after this contract expires or is terminated and proper replacement/repair costs and fees have been deducted.

5. **EQUIPMENT INFORMATION:**
   a) All machines will be in first class operational condition. Hidalgo County will inspect and approve all equipment prior to installation.

   b) Vendor shall provide a list of equipment including the type, model, and year of manufacture for each machine proposed for this contract. Machines will be new, current production models or updated, refurbished models. All machines will contain dollar bill reader/changers.

   c) Vendor shall provide a complete list of proposed products to be sold. This list will include brand name, portion size, and proposed selling price as stated on the Bid Page. The current product categories and prices are included on the Bid Page.

   d) Hidalgo County reserves the right to approve all vending machines before installation and require replacement or removal of machines, which for any reason are not considered acceptable

6. **COMMISSIONS:**
Hidalgo County **WILL NOT** be paid a commission for the placement of vending machines on County premises, and will award this contract solely based on product charges. However, Hidalgo County will require the awarded vendor to

reimburse the County for energy expenditures as detailed in the specifications contained herein. (Refer to paragraph 16-Energy Cost Reimbursement)

7. **SANITATION:**
Vendor shall be responsible for keeping all vending machines clean, orderly, attractive, and in sanitary condition and in compliance with all applicable state, federal, and local health and sanitation requirements.

8. **SERVICE:**
   a) Vendor agrees to adequately service and stock machines on a timely basis or on an as needed basis during County business hours (8:00 a.m-5:00 p.m.) and to assure that all merchandise in the machines is fresh. ITEMS MUST NOT EXCEED EXPIRATION DATE.

   b) Vendor shall respond to calls for service or re-stocking of machines within 48 hours.

   c) Service calls shall include, but not be limited to, malfunction, low stock, expired stock, or item change needs.

   d) In the event repairs cannot be completed with the initial response, every effort by the vendor shall be made to provide limited repair or replacement of machine to allow for effective functioning of the system until complete restoration can be made.

   e) Bidder shall state approximate time of day for servicing of machines in the space provided. Successful bidder shall check in with designated contact at each location each time machine is serviced. Designated contacts will be supplied to awardees.

9. **REFUNDS:**
Vendor shall refund to Hidalgo County money lost by customers through equipment malfunctions including, but not limited to, non-delivery of merchandise, spoiled products or incorrect change. The means by which the reimbursements are to be made shall be mutually agreed upon between Vendor and Hidalgo County.

10. **SELLING PRICES:**
All snack items, chips, pastries, candies, and drinks sold through vending machines shall be sold at the prices submitted with the Exhibit "B" (Bid Page) by the Vendor.

11. **SITE INSPECTION:**
Vendors are expected to visit the Hidalgo county locations for an on-site inspection of the present vending operations and determine all the requirements associated with this project.

12. **INSTALLATION and REMOVAL:**
   a) Machines will be installed at locations listed herein; however, title ownership of each machine shall be retained by the Vendor, who shall be responsible for the equipment at all times and in all respects. Hidalgo County will not own, rent, nor lease the machines in conjunction with this contract.

   b) Vendor shall bear all costs to deliver, install, stock, maintain, repair and remove all vending machines placed under this contract, including replacement machines. Vendor shall be responsible for all damage to County property resulting from the Vendors operation, which shall be promptly repaired by the Vendor at the Vendor's sole expense.

   c) Vendor will be required to coordinate the installation of equipment with the removal of equipment by the current Vendor in order to assure a minimum period of time without service and that all equipment is in place.

   d) Current awarded vendor will remove all vending machines within ten (10) days after termination of date of contract.

13. **USE OF HIDALGO COUNTY PREMISES:**
Successful bidder shall make no other use of the designated premises other than the purposes stated in this RFB. Successful bidder agrees generally to operate first class vending service areas. Without limiting the general requirements

of this RFB, vendor expressly agrees as follows:

a) To abide by all Federal or State regulations as to policy, limitations on food stuffs, drinks, etc., sold in vending service machines;

b) Not to permit in the designated premises any disorderly conduct or practice in violation of any ordinances of the County or Cities in Hidalgo County or of any State or Federal law, or of a sort likely to bring discredit upon Hidalgo County.

14. MAINTENANCE:

Vendor shall maintain all vending machines in good working order when installed and thereafter to completion of the contract. The County shall have no liability to Vendor for maintenance of the equipment or any damage to vending machines by a third party and Vendor shall not make any claim against, or seek recovery from, the County for any loss or damage to the vending machines.

15. POSSESSION OF DESIGNATED PREMISES:

Successful bidder shall not take possession of designated premises, nor cause installation of vending service machines, until all requirements of this bid are fulfilled. Failure to provide all pre-possession requirements shall continue default of the contract and Hidalgo County may annul the award and award the contract to the next low bidder as it deems to be in the best interest of the County.

16. UTILITIES AND OTHER CONSIDERATIONS:

Hidalgo County will provide water service, electricity service (as reimbursable), lighting, heating and air conditioning of designated premises, but without liability on Hidalgo County's part arising from temporary interruption thereof on due to breakdown, power failure or like causes. Successful bidder agrees that in the use of such utilities, no service herein enumerated shall include janitorial services.

17. DESIGNATION OF BILLING:

ENERGY COST REIMBURSEMENT WILL BE MONITORED ON A MONTHLY BASIS BY MR. RAUL SILGUERO FROM HIDALGO COUNTY DEPARTMENT OF BUDGET AND MANAGEMENT.
Energy cost reimbursement payment will be made payable to: Hidalgo County

EXAMPLE OF FORMULA ON ELECTRICITY AMOUNT PER MONTH*

Total amt of **Refrigerated Machines**	47	Total amt. of **Snack Machines**	29
kwh p/day (consumption)per machine	8	kwh p/day (consumption)per machine	1.2
Current Cost p/kWh	0.13	Current Cost p/kWh	0.13
Monthly cost	$ 1,466.40	Monthly cost	$135.72
Cost per day per machine	$1.04	Cost per day per machine	$0.16

***The example of energy consumption is provided only as a guide to the bidders and does not guarantee the actual cost of electricity to County which may fluctuate from time to time.**

18. ENERGY COST REIMBURSEMENT AND MONITORING:

Awarded vendor will be responsible to reimburse Hidalgo County for monthly electricity cost for each vending machine installed which will be calculated based on the consumption of the electricity used for a base model vending machine.

19. ADDITIONAL PROVISIONS:

Except for utilities(describe in paragraph 15) successful bidder shall be responsible for all bills for materials, supplies, equipment, taxes, etc., to, or at such designated premises, or of any person employed, or claiming to have been employed, by the successful bidder.

a) Prices shall be plainly posted on each vending machine. The County shall be the sole judge for sign quality and size of letter and propriety of any price signs posted. All merchandise kept for sale shall be subject to inspection and approval or rejection by the County during all times that vending service is in operation. Rejected merchandise shall be immediately removed from vending machines and shall not be returned for sale.

b) Successful bidder accepts full responsibility for the installation and efficient operation of all equipment used.

c) Successful bidder shall not employ any person or persons in any Hidalgo County facility that shall use improper language or act in a loud, boisterous manner, and shall, upon request of the County, immediately remove any employee deemed unsuitable.

d) Successful bidder shall provide an adequate number of personnel to properly service and stock vending machines.

e) Successful bidder's employees shall at all times be polite and courteous in their dealing with patrons of Hidalgo County.

f) Successful bidder shall provide a means for Hidalgo County patrons to receive refunds for faulty machines and any products that are not up to standard

20. BID AWARD:

Award of contract shall be made to most responsible, responsive bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. Hidalgo County reserves the right to be the sole judge as to whether items bid will serve the purpose intended. Hidalgo County reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the County. Hidalgo County reserves the right to award based upon individual line items, sections or total bid.

21. SALE, ASSIGNMENT, OR TRANSFER OF CONTRACT:

The successful vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of HIDALGO COUNTY.

22. CONTRACT TERM:

a) Contract initial term is for a period of two (2) years, with the County's option to renew or extend for an additional two (2) one (1) year terms under the same rates, terms and conditions.

b) County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term

23. LOCATION OF VENDING MACHINES:

a) The following locations and/or machine requirements listed below are to be considered minimum. The County reserves the right to request additional vending machines or reduce the number of machines as necessary and Vendor agrees to comply with such requests. Vendor agrees to furnish additional vending machines at prices agreed to in this bid.

DEPARTMENT/ CONTACT PERSON	SNACK MACHINES	DRINK MACHINES
Hidalgo County Sheriff's Office- Academy 715 El Cibolo Rd Edinburg, Tx	1	1

EXHIBIT "A"
Hidalgo County
"Vending Machine Services"
Bid No. 2009-015-06-03-SMA
Specifications

DEPARTMENT/ CONTACT PERSON	SNACK MACHINES	DRINK MACHINES
Contact: Juan Tapia 956-383-8114		
Hidalgo County Detention Center 701 El Cibolo Rd Edinburg, Tx Contact: Capt. Rene Gonzalez 956-381-7800	2	4
Hidalgo County Law Enforcement 711 El Cibolo Rd Edinburg, Tx Contact: Anecleto Martinez 956-383-8114	2	2
Hidalgo County Sheriff's Office (Motor Pool) 713 El Cibolo Rd Edinburg, Tx 78539 Contact: A. Martinez 956-383-8114	none	1
Hidalgo County Juvenile Justice Center & 449th District Court 1001 N. Doolittle Rd. Edinburg, Tx Contact: Elena Gaitan 956-587-6200	2	2
Hidalgo County Adult Probation 3100 S. Bus 281 Edinburg, Tx Contact: Diana Solis 956-292-7000 ext. 4413	1	2
Hidalgo County Substance Abuse Treatment Facility (SATF) 1000 N. M. Rd Edinburg, Tx Contact: Melissa Garza 956-289-7413	2	1
Hidalgo County Restitution Center 1124 N. M. Rd Edinburg, Tx Contact: Robert Lizcano 381-0733 ext.201	1	2
Hidalgo County Courthouse 100 N Closner Edinburg, Tx Contact: Irene Cantu 956-956-289-7850	1	2
Hidalgo County Annex I (Master Court #1 & Auxiliary Court A) 100 N. Closner Edinburg, Tx Contact: Irene Cantu 956-289-7850	none	1
Hidalgo County Election Department 101 S. 10th Edinburg, Tx Contact: Terry Trujillo 956-318-2571	none	1
Hidalgo County Administration (Atrium) 100 East Cano 1st Floor & 4th Edinburg, Tx Contact: Irene Cantu 956-289-7850	1	1
Hidalgo County Buildings & Grounds 3100 S. Hwy 281 Edinburg, Tx Contact: Irene Cantu 956-289-7850	1	1
Hidalgo County Community Center/WIC Clinic 230 N. 86th Edinburg, Tx	none	1

EXHIBIT "A"
Hidalgo County
"Vending Machine Services"
Bid No. 2009-015-06-03-SMA
Specifications

DEPARTMENT/ CONTACT PERSON	SNACK MACHINES	DRINK MACHINES
Contact: Gloria Beltran 956-383-3112		
Hidalgo County Pct. 1-(Delta Lake) Rural Route 1 Box 2572 Monte Alto, Tx Contact: Noe Montez 956-968-8733	1	1
Hidalgo County-430th District Court 111 S. 9th St. Edinburg, Tx Contact: Maricela Salinas 956-318-2900	1	2
Hidalgo County Drainage District 902 N. Doolittle Edinburg, Tx Contact: Sylvia Sanchez 956-318-2641	none	1
Hidalgo County Health & Human Services (Central Office) 1304 S. 25th St Edinburg, Tx Contact: Josie Escalante 956-383-6221	1	1
Hidalgo County Health & Human Services/Tax Department (Auto License) 300 E. Hackberry Ave. McAllen, Tx Contact: Josie Escalante 956-383-6221	1	1
Hidalgo County Administration Building (f/n/a K-Mart Building) 2802 S. Bus. 281 Edinburg, Tx Contact: Martha "Marty" Salazar 956-318-2626	1	3
Hidalgo County Precinct No. 1 (Office) 1711 N. Bridge Weslaco, Tx Contact: Noe Montez/Joseph Palacios 956-968-8733	2	2
Hidalgo County Precinct No. 1 (Sunrise Park) Mile 11 & 2 ½ Weslaco, Tx Contact: Noe Montez/Joseph Palacios 956-968-8733	1	1
Hidalgo County Precinct No. 2 301 E. State Pharr, Tx Contact: Yoli Cisneros 956-787-1891	1	1
Hidalgo County Precinct No. 2 329 East State Pharr, Tx Contact: Yoli Cisneros 956-787-1891	1	1
Hidalgo County Precinct No. 3 (Motor Pool-Mechanic Shop) 7 Mile Line between Iowa and Texan Rd Mission, Tx Contact: Norma Ceballos 956-585-4509	1	1
Hidalgo County Precinct No. 4 (Office) 1102 N. Doolittle Edinburg, Tx Contact: Gloria Beltran 956-383-3112	1	none
Hidalgo County Precinct No. 4 1051 N. Doolittle	1	1

DEPARTMENT/ CONTACT PERSON	SNACK MACHINES	DRINK MACHINES
Edinburg, Tx Contact: Gloria Beltran 956-383-3112		
Hidalgo County Restitution Center 1124 N. M Rd Edinburg, Tx 956-381-0733 Contact: Robert Lizcano	1	2
Hidalgo County WIC Administration Office 3105 W. University Drive Edinburg, Tx Contact: Mague Gonzàlez 956-381-4646	none	1
Hidalgo County WIC & Health Clinics 3105 E. Richardson Edinburg, Tx Contact: Mague Gonzalez 956-381-4646	none	1
Hidalgo County WIC Clinic 113 Dawson Edinburg, Tx Contact: Mague Gonzalez 956-381-4646	none	1
Hidalgo County WIC & Health Clinics 702 E. Tejano Hidalgo, Tx Contact: Mague Gonzalez 956-381-4646	1	1
Hidalgo County WIC Clinic 300 E. Hackberry Ave. McAllen, Tx Contact: Mague Gonzalez 956-381-4646	none	1
Hidalgo County WIC Clinic W. Old Hwy 83 & Breyfogle Mission, Tx Contact: Mague Gonzalez 956-381-4646	none	1
Hidalgo County WIC & Health Clinics 1903 Fir Pharr, Tx Contact: Mague Gonzalez 956-381-4646	none	1
GRAND TOTAL	**29**	**47**

b) Upon completion of installations, VENDOR SHALL PROVIDE A MASTER LIST of all their equipment including: model, type (drink or snack), capacity, energy usage (kWh/day) for each unit, and all locations of said equipment, to the County and certify that each unit is in proper working order in accordance with original equipment manufacturers specifications including any/all electrical and/or plumbing connections, drainage, stability, etc. as is appropriate to the unit.

24. CONTRACT LIENS PROHIBITED:

Successful bidder shall not permit any mechanics, materialmen or contractor's lien to attach to the Hidalgo County premises or to the improvements there upon. No person placing trade fixtures upon County premises shall have any right to remove the same except under such circumstances, as, by the provisions of this contract would entitle the successful bidder to do so.

25. SIGNS/ADVERTISEMENT:

Other than signs on bidder's own machines, successful bidder shall neither place, nor cause to be placed, any sign projection, advertisement or device of any kind at or upon the premises, or upon the sidewalks or streets adjacent thereto,

or upon the roof or any of the outside walls of buildings containing Hidalgo County designated premises.

26. REQUESTED INFORMATION:

Successful bidder shall furnish to Hidalgo County, upon request from Hidalgo County, copies of any and/or all invoices containing wholesale costs for any and/or all items purchased. All items sold in County vending machines.

27. OTHER TERMS & CONDITION AND REQUIREMENTS:

a) Hidalgo County reserves the right to seek state contracts from its memberships with their existing or new cooperatives whenever it is in the County's best interest to do so.

b) The Insurance Requirements for the selected vendor are:
   1) General Liability
   2.) Automotive insurance
   3.) Workers Compensation (Refer to **Exhibit "C" for limits).**

c) Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.

d) Prices must be firm for the entire contract term and each consecutive contract period.

e) Any contract awarded to a successful bidder will be in effect until;
   1.) The contract expires
   2.) Delivery acceptance of products and/or performance of services ordered, or
   3.) Terminated by County with thirty (30) day's written notice prior to cancellation.

28. ADDITIONAL INFORMATION TO TERMS AND CONDITIONS:

Hidalgo County is requesting that any and all questions, inquires and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, 2812 South Business Hwy. 281, Edinburg, Tx 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

29. ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE to (956) 292-7612 and e-mail to sandra.montalvo@co.hidalgo.tx.us by no later than Wednesday, May 27, 2009 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, May 29, 2009 by 5:00 p.m.

EXHIBIT "B"

BID PAGE

Hidalgo County
REQUEST FOR BIDS
"VENDING MACHINE SERVICES"
BID No. 2009-015-06-03-SMA

EXHIBIT "B"

Hidalgo County
"Vending Machine Services"
Bid No. 2009-015-06-03-SMA
Bid Form

The undersigned bidder hereby proposes to furnish all transportation, equipment, supplies, materials and perform all necessary labor to complete all work stipulated herein, required by, and in conformity with the proposed contract documents and specifications attached hereto and other documents referred to therein for and in consideration of prices as follows:

Vendor shall provide a list of type and vend price for snack items, chips, pastries, candies and drinks on the form below. Bidder must complete the following section in its entirely and sign and date where indicated.

Percent markup over vendor cost for items: _____%

PRODUCT CATEGORY	PRICE
1. COLD BEVERAGE MACHINES	
SODA AND NON-CARBONATED DRINKS 12 oz. Soft Drinks (cans) 20 oz Soft Drinks (bottle) Brands:_____ _____	$ _____ 12 oz can $ _____ 20 oz bottle
WATER 12 oz bottled water 20 oz bottled water Brands:_____ _____	$ _____ 12 oz cans $ _____ 20 oz bottles
SPORTS DRINKS 12 oz sports drink 20 oz sports drink Brands:_____ _____	$ _____ 12 oz can $ _____ 20 oz bottles
JUICES _____oz can _____oz bottle Brands:_____ _____	$ _____ oz can $ _____ oz bottle
2. SNACK ITEMS	
CHIPS (small & large bags) Brands:_____ _____ _____	$ _____ small bag $ _____ large bag
COOKIES Brands:_____ _____	$ _____ each

EXHIBIT "B"

Hidalgo County
"Vending Machine Services"
Bid No. 2009-015-06-03-SMA

Bid Form

CRACKERS Brands:_____	$ _____ each
POPCORN Brands:_____	$ _____ each
PASTRIES: Brands:_____	$ _____ each
GUM & MINTS Brands:_____	$ _____ each
CANDY BARS & OTHER BARS: Brands:_____	$ _____ each

COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE NUMBER: _____

FAX NUMBER: _____

CELL NUMBER: _____

CONTACT PERSON: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

EXHIBIT "C"

HIDALGO COUNTY
REQUEST FOR BID
"Vending Machine Services"

BID No. 2009-015-06-03-SMA

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

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

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS - COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- ☐ OTHER TORY LIMITS	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL **30** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

(THIS PAGE MUST BE SUBMITTED WITH BID)

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

(THIS PAGE MUST BE SUBMITTED WITH BID)

EXHIBIT "D"
CIQ FORM

CONFLICT OF INTEREST QUESTIONNAIRE

Hidalgo County
REQUEST FOR BIDS

"VENDING MACHINE SERVICES"

BID No. 2009-015-06-03-SMA

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

(THIS PAGE MUST BE SUBMITTED WITH BID)

VENDOR'S APPLICATION
AND
W-9 FORM

Hidalgo County
REQUEST FOR BIDS
"VENDING MACHINE SERVICES"

BID No. 2009-015-06-03-SMA

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:
Mailing/Postal Address: 2812 S. Business Hwy. 281
Physical Address: 2802 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**

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:	**Disadvantaged Business (At Least 51% Ownership)**	
Less than 125,000 annual gross receipt	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

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:**

Revised12/14/0

(THIS PAGE MUST BE SUBMITTED WITH BID)

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:

(THIS PAGE MUST BE SUBMITTED WITH BID)

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ► ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
___ ___ ____

or

Employer identification number
__ _____

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ► Date ►

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

(THIS PAGE MUST BE SUBMITTED WITH BID)

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

CERTIFICATION REGARDING DEBARMENT

Hidalgo County

REQUEST FOR BIDS

"VENDING MACHINE SERVICES"

BID No. 2009-015-06-03-SMA

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 indicated 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 verify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

(THIS PAGE MUST BE SUBMITTED WITH BID)

EXHIBIT "B"
VENDOR'S BID

EXHIBIT "B"

BID PAGE

~~Hidalgo County~~

REQUEST FOR BIDS

"VENDING MACHINE SERVICES"

BID No. 2009-015-06-03-SMA

EXHIBIT "B"

Hidalgo County
"Vending Machine Services"
Bid No. 2009-015-06-03-SMA

Bid Form

The undersigned bidder hereby proposes to furnish all transportation, equipment, supplies, materials and perform all necessary labor to complete all work stipulated herein, required by, and in conformity with the proposed contract documents and specifications attached hereto and other documents referred to therein for and in consideration of prices as follows:

Vendor shall provide a list of type and vend price for snack items, chips, pastries, candies and drinks on the form below. Bidder must complete the following section in its entirely and sign and date where indicated.

Percent markup over vendor cost for items: 35 % drinks
25-35% snacks

PRODUCT CATEGORY	PRICE
1. COLD BEVERAGE MACHINES	
SODA AND NON-CARBONATED DRINKS 12 oz. Soft Drinks (cans) 20 oz Soft Drinks (bottle) Brands: coke, diet coke, sprite, Dr. Pepper	$ .75¢ 12 oz can $ 1.00 20 oz bottle
WATER 12 oz bottled water 20 oz bottled water Brands: Disani	$ 60¢ 12 oz cans $ 1.00 20 oz bottles
SPORTS DRINKS 12 oz sports drink 20 oz sports drink Brands: Coke - Monster gatorade vitamin waters	$ — 12 oz can $ 1.25 20 oz bottles
JUICES — oz can 16 oz bottle Brands: Minute maid 16 oz	$ — oz can $ 1.00 oz bottle
2. SNACK ITEMS	
CHIPS (small & large bags) Brands: Cheetos, Doritos, Frito Lay, Lays	$ 60¢ 1 oz small bag $ 75¢ 2oz large bag
COOKIES Brands: Knotts Berry, MM, Famous Amos Chips Mels Vanilla, Stauffers, Oreos	$ 60¢ each

RECEIVED
JUN
By

OPENED 9:57am

Witnessed

EXHIBIT "B"

Hidalgo County
"Vending Machine Services"
Bid No. 2009-015-06-03-SMA
Bid Form

30%	CRACKERS Brands: Austin Ritz, ~~Austin~~ wheat crackers, cheese	$ .20¢	each
25%	POPCORN Brands: Act II Butterlovers	$ .60¢	each
25%	PASTRIES: Mrs. Freshlers: Brands: cupcakes, cinnamon rolls danish rolls, carrot cake, Brownies	$ .75¢	each
25%	GUM & MINTS Brands: Wrigleys gum Lifesavers, Breath Mints	$ .50¢	each
30%	CANDY BARS & OTHER BARS: Brands: Snickers, mm Peanuts, Payday, Asst Skittles Twix, Starburst, Asst, Mars Plain, Butterfingers	$ .75¢	each

COMPANY NAME: C. C. Service

ADDRESS: 205 Paredes Lane

CITY/STATE/ZIP: Brownsville, Texas 78521

PHONE NUMBER: 956 541 6172

FAX NUMBER: 956-946 1725

CELL NUMBER: 956-459-3472

CONTACT PERSON: Norma Alvarado

E-MAIL ADDRESS: norma5430@aol.com

AUTHORIZED SIGNATURE: Norma Alvarado

TITLE: owner

DATE: 6-1-09

OPENED
9:57 am

RECEIVED
JUN 1 2 2009
By

Witnessed

EXHIBIT "C"
INSURANCE REQUIREMENTS

Policy Number:

Date Entered: 6/8/2009

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/8/2009

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.
Ernie Hernandez Insurance 1425 FM 802 Ste R. Brownsville, TX 78526 Phone: (956) 546-4040 Fax: (956) 546-2235	**INSURERS AFFORDING COVERAGE** — **NAIC #** INSURER A: Truck Insurance Exchange INSURER B: Truck Insurance Exchange INSURER C: Texas Mutual — 5219 INSURER D: INSURER E:
INSURED Norma Hernandez d/b/a C.V.Services 205 Paredes Line Rd Brownsville, TX 78521	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	X	**GENERAL LIABILITY** X COMMERCIAL GENERAL LIABILITY CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [ ] LOC	60178-81-45	7/31/2008	7/31/2009	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ $ 5,000 $ $ 1,000,000 $
	X	**AUTOMOBILE LIABILITY** X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	60178-57-20	4/21/2009	4/21/2010	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ 300,000 $ 500,000 $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS / UMBRELLA LIABILITY OCCUR [ ] CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE AGGREGATE	$ $ $ $ $
X		**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under SPECIAL PROVISIONS below	Q001030795	6/15/2009	6/15/2010	X WC STATU-TORY LIMITS / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	X $ 500,000 $ 500,000 $ 500,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Business is engaged in the servicing and stocking of snack and drink vending machines

CERTIFICATE HOLDER

Hidalgo County
Att: Purchasing Dept
2812 S. Highway Bus. 281
Edinburg, Tx 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 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

ACORD 25 (2009/01)

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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING RESPONDENT'S LOG
REQUIREMENTS/RFP PACKETS

RFB DATE: JUNE 03, 2009 **RFB OPENING TIME:** 9:30 A.M.

DEPARTMENT/DESCRIPTION: HIDALGO COUNTY-"VENDING MACHINE SERVICES"

RFB NO: 2009-015-06-03-SMA

NAME OF BIDDER: COMPANY/FIRM & REPRESENTATIVE'S NAME	REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHYSICAL ADDRESS CITY-STATE-ZIP PHONE & FAX NO.s
1) Sunrise Vending ATTN: Martin Hernandez	EMR	Sandra Montalvo	05/18/09	109 N. FM 509 Harlingen, Tx 78550 800-864-4907 toll free 956-423-2107 office 956-428-6615 fax Martin.hernandez@onetacc.com
2) RS Preferred Vending, LLC ATTN: Nancy Silva	IP	Fernando Silva	05/18/09	520 E, Cedar Ave., Ste. E McAllen, Tx 78501 956-972-0900 office 956-972-0902 fax rspreferred@msn.com
3) Coca Cola Bottling Co. of the Southwest ATTN: Anabel Chavez	EMR	Sandra Montalvo	05/18/09	2400 Expressway 83 West McAllen, Tx 78501 800-647-2653 toll free 956-618-6911 fax achavez@cokecce.com
4) CV Service ATTN: Norma Hernandez	EMR	Sandra Montalvo	05/18/09	205 Paredes Line Rd Brownsville, Tx 78521 956-459-3472 office 956-546-1722 cell 956-546-1728 fax Norma5430@aol.com
5) Nora E. Silva	EMR	Sandra Montalvo	05/18/09	Nsilva2367@yahoo.com 956-321-0387-cell
6) Pepsi Bottling Group ATTN: Chris Martinez	EMR	Sandra Montalvo	05/19/09	1601 N. International Blvd. Ste. 400 Hidalgo, Tx 78557 956-994-6112 office 956-994-0868 Cecilia.gonzales@pepsi.com
7) R&R Distributing ATTN: Rene Lucio	IP	Rene Lucio	05/28/09	5705 East Texas Rd. Edinburg, Tx 78539 956-451-1831 Cell 956-287-9614 Home
8) Get Snacks Vending ATTN: Dennis Trom	IP	Dennis Trom	05/29/09	414 Country Club Alamo, Tx 78516 956-781-8812 hm 956-802-8810 cell dgtrom@sbcglobal.net

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL REQUEST (EMR)

HIDALGO COUNTY
"VENDING MACHINE SERVICES"
BID No. 2009-015-06-03-SMA
TABULATION SHEET

PRODUCT CATAGORY	PARTICIPATING VENDORS			
	CV SERVICES Brownsville, Tx	VALLEY COCA-COLA McAllen, Tx	PEPSI BOTTLING GROUP Hidalgo, Tx	RS PREFERRED VENDING, LLC McAllen, Tx
	VEND PRICE	VEND PRICE	VEND PRICE	VEND PRICE
12 oz. Soft Drink (can)	$ 0.75	$0.75	$0.75	NO BID
20 oz. Soft Drink (bottle)	$1.00	$1.25	$1.25	
12 oz. Bottled Water	$0.60	No Bid	No Bid	
20 oz. Bottled Water	$1.00	$1.25 Dasani $1.75 Smartwater	$1.25	
12 oz. Sports Drink	No bid	No bid	No bid	
20 oz. Sports Drink (bottle)	$1.25	$1.50 PowerAde $1.75 VitaminWater $2.00 Energy Drink (16 oz.)	$1.50	
16 oz. Bottled Juice	$1.00	$1.25 $1.25 (12 oz) $1.50 (15.2 oz) $2.00 (18.5 oz)	$1.50 (15.2 oz)	
Chips-1 oz (small bag)	$0.60	No Bid	No Bid	
Chips-2 oz (large bag)	$0.75	No Bid	No Bid	
Cookies	$0.60	No Bid	No Bid	
Crackers	$0.60	No Bid	No Bid	
Popcorn	$0.60	No Bid	No Bid	
Pastries	$0.75	No Bid	No Bid	
Gum & Mints	$0.50	No Bid	No Bid	
Candy & Other Bars	$0.75	No Bid	No Bid	

AI-16072 **24.A.10.**

Payment #2, Change Order #4 & Payment #3 for OG Construction #C-08-399-02-09

CC REGULAR

Date:	06/22/2009
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Yolanda Cisneros
Department:	COMM. PCT. #2
Agenda Category:	Purchasing Department

Information

CAPTION

a. Requesting approval of Application for Payment #2 in the amount of $193,390.03 in connection with the Tower Road Drainage Project from contracted vendor, OG Construction Company, LLC (C-08-399-02-09) by project engineer, R. Gutierrez Engineering Corporation through contract #C-08-381-09-16 after County Auditor's review and processing procedures are completed including authority for County Treasurer to issue payment(s)/check(s);

b. Requesting approval of Change Order No. 4 in the amount of $4,646.00 and (increase) in 8 days with OG Construction Company (C-08-399-02-09) contracted vendor for "Tower Road Drainage Project" reflecting identified/detailed items, with authority for County Judge to execute document.

c. Requesting approval of Application for Payment #3 in the amount of $67,888.66 in connection with the Tower Road Drainage Project from contracted vendor, OG Construction Company, LLC (C-08-399-02-09) by project engineer, R. Gutierrez Engineering Corporation through contract #C-08-381-09-16 after County Auditor's review and processing procedures are completed including authority for County Treasurer to issue payment(s)/check(s);

BACKGROUND

PO #618129

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1339-431-00-122-031-0-733

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

BUDGETARY IMPACT:

Funding available PO#618129 in the amount $405,369.17 as of 06/17/2009.

Attachments

Link: Application #2 (1)

Link: Change Order No. 4

Link: Application #3

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/17/2009 01:19 PM	APRV
2	Budget & Management	Veronica Lopez	06/17/2009 01:54 PM	APRV
3	Sylvia Solis	Sylvia Solis	06/18/2009 02:13 PM	APRV
4	Roland Garcia	Rolando Garcia	06/18/2009 04:13 PM	APRV
5	Auditor's Office		06/18/2009 05:09 PM	NEW

Form Started By: Yolanda Cisneros Started On: 06/17/2009 12:06 PM

Final Approval Date: 06/18/2009

APPLICATION FOR PMT #2

To: HIDALGO COUNTY PRECINCT NO. 2 (OWNER)
From: OG Construction Company, LLC (CONTRACTOR)
Contract: C-08-399-02-09
Project: Tower Road Drainage
OWNER's Contract No. C-08-399-02-09 ENGINEER's Project No. ENG06.019b
For Work accomplished through the date of: 27-Apr-2009

1.	Original Contract Price:		$ 569,005.57
2.	Net change by Change Orders and Written Agreements (+ or -):		$ 18,672.50
3.	Current Contract Price (1 plus 2):		$ 587,678.07
4.	Total completed and stored to date:		$ 385,877.35
5.	Retainage (per Agreement):		
	5% of completed Work:	$ 19,293.87	
	5% of stored material:	$ -	
	Total Retainage:		$ 19,293.87
6.	Total completed and stored to date less retainage (4 minus 5):		$ 366,583.48
7.	Less previous Application for Payments:		$ (173,193.46)
8.	Balance to Finish:		$ 201,800.72
9.	AMOUNT DUE THIS APPLICATION (6 MINUS 7):		**$ 193,390.03**

618129
9-1339-431-00-122-031-0-733
REQ. #149654

Accompanying Documentation:

CONTRACTOR'S Certification:
The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through PMT #2 inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated 29-Apr-09 OG Construction Company, LLC
CONTRACTOR
By: _____

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 15th day of June 2009

_____
Notary Public
My Commission expires: 3-10-2013

NORMA LINDA CERDA
My Commission Expires
March 10, 2013

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 29-Apr-09 R. GUTIERREZ ENGINEERING CORPORATION
ENGINEER
By: _____ P.E. 6/16/09

INVOICE RECEIVED BY:
_____ ON 6/16/09
GOODS/SERVICES RECEIVED BY:
Hector Rdz ON 4/27/09

CHANGE ORDER NUMBER FOUR (4)

PROJECT: Tower Road Drainage

DATE OF ISSUANCE: June 2, 2009 **EFFECTIVE DATE:** June 2, 2009

OWNER: HIDALGO COUNTY PRECINCT NO. 2
OWNER's Contract No.: C-08-399-02-09

CONTRACTOR: OG Construction Co.
222 W University Drive
Edinburg, TX 78539

ENGINEER: R. Gutierrez Engineering Corporation
130 E. Park Ave.
Pharr, TX 78577

You are directed to make the following changes in the Contract Documents.
Description:

1. Item 465 - 1 Conflict Concrete manhole Ty "A" was added
2. Contractor is requesting 8 days to the construction time

Reason for Change Order:

1. Conflict Manhole is required to avoid conflict with Main Water Line and extend steel casing for future Road
2. Contractor was unable to work for rain and wet ground.

Attachments:

Change in Contract Price:		CHANGE IN CONTRACT TIME:	
Original Contract Price $ 569,005.57		Original Contract Time for Substantial Completion:	105 calendar days or dates
Net Changes from previous Change Order $ (31,749.24)		Net change from previous Change Orders	10 calendar days
Contract Price prior to this Change Order $ 537,256.33		Contract Time prior to this Change Order Substantial Completion:	115 calendar days or dates
Net Increase (decrease) of this Change Order $ 4,646.00		Net Increase (decrease) of this Change Order	8 calendar days
Contract Price with all approved Change Orders $ 541,902.33	Net % Increase (decrease) from original contract price. (4.80) %	Contract Time with all approved Change Orders Substantial Completion:	123 calendar days or dates

RECOMMENDED:
By: [signature] P.E
Engineer (Authorized Signature)
Date: 6/8/09

APPROVED:
By: _____
Owner (Authorized Signature)
Date: _____

ACCEPTED:
By: [signature]
Contractor (Authorized Signature)
Date: 6/2/09

CHANGE ORDER No. 4 TABULATION
HIDALGO COUNTY PRECINCT NO. 2
TOWER ROAD DRAINAGE
CONTRACT NUMBER:C-08-399-02-09

Item Number	Original Plan Quantity	Change Order #1 Quantities	Change Order #2 Quantities	Change Order #3 Quantities	Change Order #4 Quantities	Unit	Item Description	Unit Price	Original Contract Cost	Change in Contract Cost of C.O.#1	Revised Contract Cost after C.O.#1	Change in Contract Cost of C.O.#2	Revised Contract Cost after C.O.#2	Change in Contract Cost of C.O.#3	Revised Contract Cost after C.O.#3	Change in Contract Cost of C.O.#4	Revised Contract Cost after C.O.#4
DRAINAGE																	
*400	959.00	979.00	979.00	952.00	939.00	CY	Cement Stabilized Backfill	$ 20.00	$ 19,180.00	400.00	19,580.00	0.00	19,580.00	(800.00)	18,780.00	0.00	18,780.00
*400	397.70	407.70	407.70	343.30	343.30	SY	Cut & Restore Pavement	$ 38.10	$ 14,356.97	361.00	14,717.97	0.00	14,717.97	(2,324.84)	12,393.13	0.00	12,393.13
*402	5,762.00	5,762.00	5,762.00	5,762.00	5,762.00	LF	Trench Excavation Protection	$ 1.25	$ 7,202.50	0.00	7,202.50	0.00	7,202.50	0.00	7,202.50	0.00	7,202.50
464	1,561.00	1,612.00	1,434.00	1,116.00	1,116.00	LF	RC Pipe (CL III)(18")	$ 29.50	$ 46,049.50	1,504.50	47,554.00	(2,301.00)	45,253.00	(12,331.00)	32,922.00	0.00	32,922.00
464	2,183.00	2,183.00	2,183.00	1,907.00	1,907.00	LF	RC Pipe (CL III)(24")	$ 33.90	$ 74,003.70	0.00	74,003.70	0.00	74,003.70	(9,356.40)	64,647.30	0.00	64,647.30
464	1,200.00	1,200.00	1,278.00	1,076.00	1,076.00	LF	RC Pipe (CL III)(30")	$ 54.50	$ 65,400.00	0.00	65,400.00	4,251.00	69,651.00	(11,009.00)	58,642.00	0.00	58,642.00
464	1,182.00	1,182.00	1,182.00	1,182.00	1,182.00	LF	RC Pipe (CL III)(36")	$ 65.50	$ 77,421.00	0.00	77,421.00	0.00	77,421.00	0.00	77,421.00	0.00	77,421.00
464	1,229.00	1,229.00	1,229.00	1,229.00	1,229.00	LF	RC Pipe (CL III)(42")	$ 90.10	$ 110,732.90	0.00	110,732.90	0.00	110,732.90	0.00	110,732.90	0.00	110,732.90
465	40.00	40.00	41.00	37.00	37.00	EA	Inlet (Compl)Ty "C"	$ 3,100.00	$ 124,000.00	0.00	124,000.00	3,100.00	127,100.00	(12,400.00)	114,700.00	0.00	114,700.00
465	5.00	7.00	7.00	8.00	8.00	EA	Manhole (Compl) Ty "A"	$ 2,200.50	$ 11,002.50	4,401.00	15,403.50	0.00	15,403.50	(2,200.50)	13,203.00	0.00	13,203.00
*467	1.00	1.00	0.00	0.00	0.00	EA	Safety End Treatment (18")(4:1)	$ 600.00	$ 600.00	0.00	600.00	(600.00)	0.00	0.00	0.00	0.00	0.00
*467	2.00	2.00	2.00	2.00	2.00	EA	Safety End Treatment (18")(3:1)	$ 700.00	$ 1,400.00	0.00	1,400.00	0.00	1,400.00	0.00	1,400.00	0.00	1,400.00
*506	252.00	252.00	252.00	252.00	252.00	SY	Construction Exits (Ty II)(Install)	$ 15.50	$ 3,906.00	0.00	3,906.00	0.00	3,906.00	0.00	3,906.00	0.00	3,906.00
*506	252.00	252.00	252.00	252.00	252.00	SY	Construction Exits (Ty II)(Remove)	$ 5.50	$ 1,386.00	0.00	1,386.00	0.00	1,386.00	0.00	1,386.00	0.00	1,386.00
*506	1,668.00	1,668.00	1,668.00	1,668.00	1,668.00	LF	Temp Sediment Control Fence	$ 2.25	$ 3,753.00	0.00	3,753.00	0.00	3,753.00	0.00	3,753.00	0.00	3,753.00
4035	90.00	90.00	90.00	90.00	90.00	LF	RC Low Head Press' Pipe (CL III)(18 IN)	$ 22.35	$ 2,011.50	0.00	2,011.50	0.00	2,011.50	0.00	2,011.50	0.00	2,011.50
4035	80.00	80.00	80.00	80.00	80.00	LF	RC Low Head Press' Pipe (CL III)(24 IN)	$ 32.50	$ 2,600.00	0.00	2,600.00	0.00	2,600.00	0.00	2,600.00	0.00	2,600.00
4035	1.00	1.00	1.00	1.00	1.00	EA	Stand Pipe (24 IN)	$ 4,000.00	$ 4,000.00	0.00	4,000.00	0.00	4,000.00	0.00	4,000.00	0.00	4,000.00
464	0.00	0.00	122.00	122.00	122.00	LF	Lower to 13' -24" RCP	$ 18.00	$ -	0.00	0.00	2,196.00	2,196.00	0.00	2,196.00	0.00	2,196.00
464	0.00	0.00	77.00	77.00	77.00	LF	Lower to 8'- 24" RCP	$ 10.00	$ -	0.00	0.00	770.00	770.00	0.00	770.00	0.00	770.00
465	0.00	0.00	1.00	1.00	1.00	EA	Manhole break concrete	$ 600.00	$ -	0.00	0.00	600.00	600.00	0.00	600.00	0.00	600.00
465	0.00	0.00	1.00	1.00	1.00	EA	7" Inlet extension in depth	$ 3,100.00	$ -	0.00	0.00	3,100.00	3,100.00	0.00	3,100.00	0.00	3,100.00
465	0.00	0.00	1.00	1.00	1.00	EA	2" Inlet extension in depth	$ 890.00	$ -	0.00	0.00	890.00	890.00	0.00	890.00	0.00	890.00
465	0.00	0.00	0.00	0.00	1.00	LS	Conflict Concrete Manhole Ty "A"	$ 4,646.00	$ -	0.00	0.00	0.00	0.00	0.00	0.00	4,646.00	4,646.00
								Total Roadway :	$ 569,005.57	$ 6,666.50	$ 575,672.07	$ 12,006.00	$ 587,678.07	$ (50,421.74)	$ 537,256.33	$ 4,646.00	$ 541,902.33
								TOTAL BASE AMOUNTS:	$ 569,005.57	$ 6,666.50	$ 575,672.07	$ 12,006.00	$ 587,678.07	$ (50,421.74)	$ 537,256.33	$ 4,646.00	$ 541,902.33

APPLICATION FOR PMT #3

To: HIDALGO COUNTY PRECINCT NO. 2 (OWNER)
From: OG Construction Company, LLC (CONTRACTOR)
Contract: C-08-399-02-09
Project: Tower Road Drainage
OWNER's Contract No. C-08-399-02-09 ENGINEER's Project No. ENG06.019b
For Work accomplished through the date of: 3-Jun-2009

1.	Original Contract Price:		$ 569,005.57
2.	Net change by Change Orders and Written Agreements (+ or -):		$ 18,672.50
3.	Current Contract Price (1 plus 2):		$ 587,678.07
4.	Total completed and stored to date:		$ 457,339.10
5.	Retainage (per Agreement):		
	5% of completed Work:	$ 22,866.96	
	5 % of stored material:	$ -	
	Total Retainage:		$ 22,866.96
6.	Total completed and stored to date less retainage (4 minus 5):		$ 434,472.14
7.	Less previous Application for Payments:		$ (366,583.48)
8.	Balance to Finish:		$ 130,338.97
9.	AMOUNT DUE THIS APPLICATION (6 MINUS 7):		**$ 67,888.66**

618129
9-1339-431-00-122-031-0-733
Req. #149654

Accompanying Documentation:

CONTRACTOR'S Certification:
The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through PMT #3 inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated 3-Jun-09 OG Construction Company, LLC
CONTRACTOR
By: _____

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 3rd day of June 2009

_____
Notary Public
My Commission expires: 3-10-2013

NORMA LINDA CERDA
My Commission Expires
March 10, 2013

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 3-Jun-09 R. GUTIERREZ ENGINEERING CORPORATION
ENGINEER
By: _____ P.E. 6/8/09

INVOICE RECEIVED BY:
Esmeralda Molina ON 6-17-09
GOODS/SERVICES RECEIVED BY:
Hector Palacios ON 6-17-09

Contractor Name: OG Construction Company, LLC
Starting Date: 3-Mar-2009
Project Ending Date: 15-Jun-2009
Retainage Percent: 5%

Application: PAY #3
Application Date: 3-Jun-2009
Period To: 3-Jun-2009
Engineer Firm: R. Gutierrez Eng. Corp.

Summary

Contract Number	Description	Original Schedule Value	C.O. #1 Schedule Value	C.O. #2 Schedule Value	C.O. #3 Schedule Value	Application #1	Retainage for App #1	Payment for Application #1	Application #2	Retainage for App #2	Payment for Application #2	Application #3	Retainage for App #3	Payment for Application #3	Total Completed to Date	Retainage to Date	Total Completed Less Retainage	Previous Payments	Balance To Finish
C-09-009-03.09	Tower Road Drainage	$ 559,005.57	$ 578,672.07	$ 587,678.07	$ 637,356.33	$ 182,308.90	$ 9,115.45	$ 173,193.45	$ 203,658.43	$ 10,176.42	$ 193,330.03	$ 71,491.76	$ 3,573.09	$ 67,888.65	$ 457,333.13	$ 22,865.00	$ 434,472.13	$ 368,683.46	$ 78,917.23
	TOTALS:	$ 559,005.57	$ 578,672.07	$ 587,678.07	$ 637,356.33	$ 182,308.90	$ 9,115.45	$ 173,193.45	$ 203,658.43	$ 10,176.42	$ 193,330.03	$ 71,491.76	$ 3,573.09	$ 67,888.65	$ 457,333.13	$ 22,865.00	$ 434,472.13	$ 368,683.46	$ 78,917.23

Contractor Name: OG Construction Company LLC
Starting Date: 2-Mar-2009
Project Ending Date: 15-Jun-2009
Engineer's / County Project Desc: Tower Road Drainage

Application: PMT #3
Application Date: 3-Jun-2009
Period To: 3-Jun-2009
Engineer's / County Project No.: ENG08 0158

No	Item Code	Description	Unit	Original Schedule Value: Original Rates	Original Schedule Value: Quan	Original Schedule Value: Dollars	Original Schedule Value: Monthly	Application #3: Monthly Quan	Application #3: QTY to Date	Application #3: Item Cost (Monthly	Total to Date	Balance To Finish: Quan	Balance To Finish: Dollars
		DRAINAGE											
1	*400	Cement Stabilized Backfil	CY	$ 20.00	959.00	$ 19,180.00	7,660.00	367.00	825.00	$ 7,340.00	$ 16,500.00	114.00	$ 3,060.00
2	*400	Cut & Restore Pavement	SY	$ 36.10	397.70	$ 14,356.97	-	200.00	200.00	$ 7,220.00	$ 7,220.00	143.30	$ 7,497.97
3	*402	Trench Excavation Protection	LF	$ 1.25	5,762.00	$ 7,202.50	3,010.00		4,232.00	$ -	$ 5,290.00	1,530.00	$ 1,912.50
4	464	RC Pipe (CL III)(18")	LF	$ 29.50	1,561.00	$ 46,049.50	2,979.50	871.00	1,116.00	$ 25,694.50	$ 32,922.00	0.00	$ 12,331.00
5	464	RC Pipe (CL III)(24")	LF	$ 33.90	2,183.00	$ 74,003.70	3,324.70	65.00	1,638.00	$ 2,203.50	$ 55,528.20	269.00	$ 18,475.50
6	464	RC Pipe (CL III)(30")	LF	$ 54.50	1,200.00	$ 65,400.00	3,206.00	8.00	1,076.00	$ 436.00	$ 58,642.00	0.00	$ 11,009.00
7	464	RC Pipe (CL III)(36")	LF	$ 65.50	1,182.00	$ 77,421.00	5,173.50	50.00	1,182.00	$ 3,275.00	$ 77,421.00	0.00	$ -
8	464	RC Pipe (CL III)(42")	LF	$ 90.10	1,229.00	$ 110,732.90	-		1,229.00	$ -	$ 110,732.90	0.00	$ -
9	465	Inlet (Compl)Ty "C"	EA	$ 3,100.00	40.00	$ 124,000.00	7,200.00	7.00	26.00	$ 21,700.00	$ 80,600.00	11.00	$ 43,500.00
10	465	Manhole (Compl) Ty "A"	EA	$ 2,200.50	5.00	$ 11,002.50	4,401.00	1.00	4.00	$ 2,200.50	$ 8,802.00	2.00	$ 6,601.50
11	*467	Safety End Treatment (18")(4:1)	EA	$ 600.00	1.00	$ 600.00	-		-	$ -	$ -	0.00	$ -
12	*467	Safety End Treatment (18")(3:1)	EA	$ 700.00	2.00	$ 1,400.00	1,400.00		2.00	$ -	$ 1,400.00	0.00	$ -
13	*506	Construction Exits (Ty II)(Install)	SY	$ 15.50	252.00	$ 3,906.00	-	2.00	2.00	$ 31.00	$ 31.00	250.00	$ 3,875.00
14	*506	Construction Exits (Ty II)(Remove)	SY	$ 5.50	252.00	$ 1,386.00	-		-	$ -	$ -	252.00	$ 1,386.00
15	*506	Temp Sediment Control Fence	LF	$ 2.25	1,668.00	$ 3,753.00	213.75	605.00	1,000.00	$ 1,361.25	$ 2,250.00	668.00	$ 1,503.00
16	4035	RC Low Head Pressr Pipe (CL III)(18 IN)	LF	$ 22.35	90.00	$ 2,011.50	-		-	$ -	$	90.00	$ 2,011.50
17	4035	RC Low Head Pressr Pipe (CL III)(24 IN)	LF	$ 32.50	80.00	$ 2,600.00	-		-	$ -	$ -	80.00	$ 2,600.00
18	4035	Stand Pipe (24 IN)	EA	$ 4,000.00	1.00	$ 4,000.00	-		-	$ -	$ -	1.00	$ 4,000.00
19	464	Lower to 13'-24" RCP	LF	$ -	0.00	$ -	-		-	$ -	$ -	122.00	$ 2,196.00
20	464	Lower to 8'- 24" RCP	LF	$ -	0.00	$ -	-		-	$ -	$ -	77.00	$ 770.00
21	465	Manhole break concrete	EA	$ -	0.00	$ -	-		-	$ -	$ -	1.00	$ 600.00
22	465	7" Inlet extension in depth	EA	$ -	0.00	$ -	-		-	$ -	$ -	1.00	$ 3,100.00
23	465	2" Inlet extension in depth	EA	$ -	0.00	$ -	-		-	$ -	$ -	1.00	$ 890.00
												0.00	
		Total Drainage				**$ 569,085.57**	**3,569.45**			**$ 71,461.75**			**$ 130,338.97**
		TOTAL BASE AMOUNTS:				**$ 569,085.57**	**3,569.45**			**$ 71,461.75**	**$ -**		**$ 130,338.97**

Date: 3-Jun-2009

AI-16093 **24.B.1.**

Sharyland Water Supply Corporation-Required Documents

CC REGULAR

Date:	06/22/2009
Submitted By:	Marty Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Prct. 3

Information

CAPTION

Requesting approval to enter into a Service Agreement, complete Application for Service/Member Information forms and execute documents by County Judge, Court Member to Court Designee.

BACKGROUND

P.O. #624020 for the amount of $855.00.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-432-00-123-001-0-439

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

BUDGETARY IMPACT:

Available funds in P.O. #624020 of $855.00 as of 6/18/09.

Attachments

Link: AI 16093

Link: P.O. #624020

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	06/18/2009 07:50 AM	APRV
2	Perla Lopez		06/18/2009 05:09 PM	PEND
3	Auditor's Office		06/18/2009 05:09 PM	NEW

Form Started By: Marty Salazar Started On: 06/17/2009 05:25 PM

Final Approval Date: 06/18/2009

APPLICATION FOR SERVICE / MEMBER INFORMATION

NEW INSTALLATION
Receipt No.: _____
Membership Fee: $100.00
Installation: $ _____
Other: _____
Cash _____ Chk No _____ $ _____

TRANSFER FROM
Name: _____
Acct No.: _____
Member ID No.: _____
Meter No.: _____

NAME CHANGE
From: _____
Reason: _____
Acct No.: _____
Member ID No.: _____
Meter No.: _____

MOVE / UPGRADE METER
From: _____
_____
Acct No.: _____
Member ID No.: _____
Meter No.: _____
Receipt No.: _____
Fee: _____
Cash _____ Chk No _____ $ _____

Delinquent Book: _____
_____
Work Order Prepared: _____
Date Stake Issued: _____
Tariff Book: Issued( ) Mailed( )
Confidentiality: Accepted( )
Denied( ) Mailed( )

NEW MEMBER ID NO.: _____

_____
Member's Signature

_____
Member's Signature

_____
Printed Name:
_____

Service Address: _____
_____

Mailing Address: _____
_____
_____

Member's Phone No.: _____

Billing Address: _____
_____
_____

Phone No.: _____

Accepted and Approved:

_____
Secretary-Treasurer

THE FOLLOWING INFORMATION IS REQUESTED BY THE FEDERAL GOVERNMENT IN ORDER TO MONITOR COMPLIANCE WITH FEDERAL LAWS PROHIBITING DISCRIMINATION AGAINST APPLICANTS SEEKING TO PARTICIPATE IN THIS PROGRAM. YOU ARE NOT REQUIRED TO FURNISH THIS INFORMATION, BUT ARE ENCOURAGED TO DO SO. THIS INFORMATION WILL NOT BE USED IN EVALUATING YOUR APPLICATION TO DISCRIMINATE AGAINST YOU IN ANY WAY. HOWEVER, IF YOU CHOOSE NOT TO FURNISH IT, WE ARE REQUIRED TO NOTE THE RACE/NATIONAL ORIGIN OF INDIVIDUAL APPLICANTS BASED ON VISUAL OBSERVATION OR SURNAME.

RACE/NATIONAL ORIGIN (NOT OF HISPANIC ORIGIN)

[ ] WHITE [ ] BLACK [ ] AMERICAN INDIAN OR ALASKAN NATIVE [ ] HISPANIC [ ] ASIAN OR PACIFIC ISLANDER [ ] OTHER (SPECIFY)

[ ] MALE [ ] FEMALE

THIS IS AN EQUAL OPPORTUNITY PROGRAM.

NewServagree.wps

Form FmHA-Tx 442-11
(Rev SWSC 6-00)

Sharyland Water Supply Corporation
Service Agreement

AGREEMENT made this _____ day of _____, 20___, between Sharyland Water Supply Corporation, a corporation organized under the laws of the State of Texas (hereinafter called the "Corporation") and_____, (hereinafter called the "Member").

Witnesseth:

The Corporation agrees to sell and deliver water and/or sewer service to the Member, and Member agrees to purchase and receive water and/or sewer service from the Corporation, in accordance with the Bylaws, and Tariff of the Corporation as amended from time to time by the Board of Directors.

The Member shall pay the Corporation for service hereunder at the rates established in the Corporation's Tariff and upon the terms and conditions set forth therein.

The Board of Directors shall have the authority to cancel the Membership of any Member not complying with any policy of the Corporation or not paying any utility fees or charges as required by the Corporation's Tariff.

All water shall be metered by meters to be furnished and installed by the Corporation. The meter and/or service connection is for the sole use of the member or customer and is to serve water to only one dwelling or only one business, and does not permit the extension of pipe or pipes to transfer water from one property to another, nor share, resell, or sub-meter water to any other person, dwelling, business, property, etc.

In the event the total water supply be insufficient to meet all of the needs of the Members, or in the event there is a shortage of water, the Corporation may prorate the water available among the various Members on such basis as deemed equitable by the Board of Directors, and the Board may also prescribe a schedule of hours covering the use of water for gardening purposes by particular Members and require adherence thereto to prohibit the use of water for gardening purposes; provided that, if at any time the total water supply be insufficient to meet all of the needs of all Members, the Corporation must first satisfy all of the needs of all Members for domestic purposes before supplying any water for livestock purposes and must satisfy all of the needs of the Members for both domestic and livestock purposes before supplying any water for gardening purposes.

The Member shall install at his own expense a service line from the water meter and/or sewer connection to the point of use.

The Member shall hold the Corporation harmless from any and all claims or demands for damage to real or personal property occurring from the point the Member connects to the water meter and/or sewer line to the final destination of the line installed by the Member.

The Member agrees to grant to the Corporation an easement of right-of-way for the purpose of installing, maintaining, and operating such pipelines, meters, valves, and any other equipment which may be deemed necessary for the Corporation on such form as is required by the Corporation.

The Corporation shall have the right to locate a water service meter and/or a sewer service connection and the pipe necessary to connect the meter on the property of the Member at a point to be chosen by the Corporation, and shall have complete access to its property and equipment located on the Member's premises at all reasonable times for any purpose connected with, or in the furtherance of its business operations, and upon discontinuance of service shall have the right to remove any of its property from the Member's premises.

The member shall allow his property to be inspected for possible cross-connections and other potential contamination hazards. These inspections shall be conducted by employees of the Corporation or its designated agent prior to initiating new water service; when there is reason to believe that cross-connections or potential contamination hazards exist; or after any major changes to the water distribution system.

INITIAL HERE

MEMBER INFORMATION

PROPERTY OWNER/MEMBERSHIP NAME

PHYSICAL LOCATION:

OWNER'S MAILING ADDRESS:

OWNER'S HOME PHONE NO.:

CELL NO.:

WORK PHONE NO.:

BILLING NAME & ADDRESS:

BILLING PHONE NO.:

Purchase Order

COUNTY OF HIDALGO

PO#: 624020

DATE: 06/09/09

VENDOR: 34088 REQ:00156023

Email:

Phone:

SHARYLAND WATER SUPPLY CORP
P.O. BOX 1868
MISSION TX 78573-0031

Vendor Acct:

BUYER: NCEBALLOS
SHIP TO: HIDALGO CO. PCT 3
724 N. Breyfogle
MISSION TX 78574

CONTACT:
SITE: HIDALGO CO. PCT 3
Contract No:

Special Instructions:

VENDOR NOTES

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

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1		Charge to move a meter	275.00	275.00
1		40 ' Road Bore	480.00	480.00
1		CSI Inspection (Customer Service Inspection)	100.00	100.00
		Water Meter will be moved from 7 Mile LIne and Trosper to 7 Mile Line and Los Ebanos Rd.		
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		855.00
		**********		
		For Hidalgo County use only		
		9-1100-432-00-123-001-0-439 855.00		
		Approved		

FILE COPY

Authorized by: Martha L. Salazar mw

AI-16094 **24.C.1.**

Disposition of Top Soil and Fill Dirt from Aguilar Detention Basin in Precinct #4

CC REGULAR

Date:	06/22/2009
Submitted By:	Marty Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Prct. 4

Information

CAPTION

a. Pursuant to Texas Local Government Code, Chapter 263.152 (a)(3), requesting Commissioners Court to ...' order the property otherwise disposed ...' inasmuch as CC undertook to sell said property under 263.152(a)(1) ...'sealed competitive bids' and was unable to do so because no bids were received for the top soil and fill dirt from the Aguilar Detention Basin located in Precinct #4; and, if approved,

b. Requesting cancellation of the authority to re-advertise project approved by CC on 6-15-09.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary impact is anticipated for this project. Disposition will be handled (as per Commissioner Garza) through Pct. forces.

Attachments

Link: 09-210

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	06/18/2009 09:03 AM	APRV
2	Budget & Management	Veronica Lopez	06/18/2009 09:53 AM	APRV
3	Manuel Chapa	Manuel Chapa	06/18/2009 10:18 AM	APRV
4	Auditor's Office		06/18/2009 05:09 PM	NEW

Form Started By: Marty Salazar — Started On: 06/18/2009 08:00 AM

Final Approval Date: 06/18/2009

§ 263.106. Sale

(a) The commissioners court of a county may sell land owned by the county and the air rights above the land to an individual or a private corporation or association if:

(1) all existing revenue bond obligations encumbering the land have been fully discharged as to bondholders;

(2) a hotel has been built on the land in conjunction with an existing convention center and the hotel has been operated continuously for at least five years from its inception;

(3) the parties to an existing lease of land mutually agree to the sale of the land and the air rights; and

(4) the county receives an amount for the land and air rights that is fair under the market conditions existing at the time of the sale.

(b) The commissioners court may impose deed restrictions or reverters to preserve the use of the land for a purpose consistent with the construction, expansion, ownership, and operation of a hotel and related facilities in conjunction with a convention center.

(c) A sale of land under this subchapter may include land appurtenant to the land on which the hotel or related facilities have been built.

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

§ 263.107. Expenditure of Tax Funds

In an agreement authorized by this subchapter, the commissioners court of a county may spend tax funds consistent with state law but must limit each commitment or expenditure of tax funds associated with the agreement to an amount available from current revenues of the county.

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

[Sections 263.108 to 263.150 reserved for expansion]

SUBCHAPTER D. DISPOSITION OF SALVAGE OR SURPLUS PROPERTY

§ 263.151. Definitions

In this subchapter:

(1) "Salvage property" means personal property, other than items routinely discarded as waste, that because of use, time, accident, or any other cause is so worn, damaged, or obsolete that it has no value for the purpose for which it was originally intended.

(2) "Surplus property" means personal property that:

(A) is not salvage property or items routinely discarded as waste;

(B) is not currently needed by its owner;

(C) is not required for the owner's foreseeable needs; and

(D) possesses some usefulness for the purpose for which it was intended.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, § 61(b), eff. Aug. 28, 1989.

§ 263.152. Disposition

(a) The commissioners court of a county may:

(1) periodically sell the county's surplus or salvage property by competitive bid or auction, except that competitive bidding or an auction is not necessary if the purchaser is another county or a political subdivision within the county that is selling the surplus or salvage property;

(2) offer the property as a trade-in for new property of the same general type if the commissioners court considers that action to be in the best interests of the county;

(3) order any of the property to be destroyed or otherwise disposed of as worthless if the commissioners court undertakes to sell that property under Subdivision (1) and is unable to do so because no bids are made;

(4) dispose of the property by donating it to a civic or charitable organization located in the county if the commissioners court determines that:

(A) undertaking to sell the property under Subdivision (1) would likely result in no bids or a bid price that is less than the county's expenses required for the bid process;

(B) the donation serves a public purpose; and

(C) the organization will provide the county with adequate consideration, such as relieving the county of transportation or disposal expenses related to the property; or

(5) transfer gambling equipment in the possession of the county following its forfeiture to the state to the Texas Building and Procurement Commission for sale under Section 2175.904, Government Code.

(a-1) The commissioners court shall remit money received from the Texas Building and Procurement Commission from the sale of gambling equipment

AI-15283 **15.A.7.**

Surplus of TOP SOIL/FILL DIRT-Sale/Exchange Removal and Hauling from Aguilar Detention Basin Pct.#4

CC REGULAR

Date: 05/05/2009
Submitted By: Oscar Garza, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

A. Requesting authority to surplus approximately 84,300 cubic yards of TOP SOIL and 331,600 cubic yards of FILL DIRT to be excavated at the County owned forty (4) acres tract, also known as, Aguilar Detention Basin located on the corner of Dillon & Curry Roads for the purposes of disposition through sealed bids (for sale or exchange) in connection with the "San Carlos Drainage Improvements Project" #2009-210-OGG;

B. Requesting authority to advertise and approval of procurement packet (i.e. legal notice, specifications and draft requirements agreement) as attached hereto for the sale or exchange for removal and hauling of top soil & fill dirt to be excavated at the 40 acre tract, aka, Aguilar Detention Basin in connection with the "San Carlos Drainage Improvements" project #2009-210-OGG.

BACKGROUND

Proposed project is to receive bids for removal of soil from Aguilar Detention Basin in Precinct #4 "San Carlos Drainage Improvement Project" at location as per attached map.

Fiscal Impact

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

BUDGETARY IMPACT:

It is anticipated/projected that the the sale of the soil/dirt along with the hauling expense to the prospective bidders will result in no fiscal impact to Hidalgo County.

Attachments

Link: 09-210
Link: 09-210

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	05/01/2009 12:08 PM	APRV
2	Budget & Management	Veronica Lopez	05/01/2009 01:00 PM	APRV
3	Manuel Chapa	Manuel Chapa	05/01/2009 04:32 PM	APRV

4 Auditor's Office 05/01/2009 05:28 PM NEW
Form Started By: Oscar Garza Started On: 04/30/2009 03:24 PM
Final Approval Date: 05/01/2009

Hidalgo County Purchasing Department
Bid Sign In

Date: June 3, 2009

	Please Print Name	Company Name
1.	Sandy Suarez	Purchasing Dept.
2.	Nancy Salas	RS Preferred Vending
3.	Sandra Zamora	The Center of Industrial Rehab
4.	John Riley	Gateway Printing / Jones & Cook Stationers
5.	Roy Balderas Sr	Roy's Hauling Service, Inc.
6.	Lorie Ochoa	MedQuick
7.	Elias Hernandez	RS Preferred Vending
8.	Mark Brunnemann	Dirt Depot & Supplies
9.	Priscilla Torres	Hidalgo County Clerk's Office
10.	Oscar Cuellar	Purchasing Dept.
11.	Sandra D Montalvo	Purchasing Dept
13.		
14.		

Bid #	Description
1. 2009-015-06-03-SMA	Vending Machine Services
2. 2009-160-06-03-MEG	Drug Test Collection Services
3. 2009-211-06-03-YZV	Purchase & Delivery of Storm Sewer Sand
4. 2009-187-06-03-YZV	Purchase of Storage Lockers
5. 2009-210-06-03-OGG	Removal of Soil from Aguilar Detention Basin Pct. #4
6.	

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY PRECINCT NO. 4

BID OPENING DATE: JUNE 03, 2009	**BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: "Removal of Soil from Aguilar Detention Basin Pct. #4 "

BID NO: 2009-210-06-03-OGG	**Procurement Specialist: OSCAR GARZA**

BID # RFB#	NAME OF COMPANY	UNIT PRICE Per Cubic Yd.	TOTAL APPROXIMATE PRICE (Payable to Hidalgo County)
#1	No Bids RGG	Top Soil: _____ Fill Dirt: _____	
#2		Top Soil: _____ Fill Dirt: _____	
#3		Top Soil: _____ Fill Dirt: _____	
#4		Top Soil: _____ Fill Dirt: _____	
#5		Top Soil: _____ Fill Dirt: _____	
#6		Top Soil: _____ Fill Dirt: _____	
#7		Top Soil: _____ Fill Dirt: _____	
#8		Top Soil: _____ Fill Dirt: _____	

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS

RFB-RFP-RFQ

BID OPENING DATE: JUNE 03, 2009 **BID OPENING TIME:** 9:30 A.M.

DEPARTMENT/BID DESCRIPTION: HIDALGO COUNTY PCT.#4 "REMOVAL OF SOIL FROM AGUILAR DETENTION BASIN IN PCT. #4"

BID NO.: 2009-210-06-03-OGG

NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
1. DIRT WORK (BOB BROWN)	IP		5/18/09	P.O. Box 5000-126 Mission TX. 956-358-2952
2. Toby GANTT MIDDLEY construction	EM	tkg1973@sbcglobal.net	5/18/09	P.O. Box 2359 Edinburg TX. 7854
3. Closner Const.	IP		5-18	PO Box 29 Mercedes, TX. 78570
4. JOC	IP		5/28	8571490
5. AR Demolition	EM	MADELINE RACKLEY	5/28	512-243-2913
6. JOE CALIFA LNG ENGINEERING	FM	JOE CALIFA ROW DEPARTMENT	5/29	585-1909
7. Roy Balderas Jr RHS, Inc.	IP	Roy Balderas Jr	6/3	239-2359
8.				
9.				
10.				
11.				

*VIA:
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL (EM)
FACSIMILE (FAX)

REQUEST FOR BIDS

TO SUPPLY HIDALGO COUNTY with sealed bids for - "Removal of Soil from Aguilar Detention Basin in Pct. #4" for all Hidalgo county funding sources, programs and entities.

Bid Packets may be obtained by contacting the Hidalgo County Purchasing Department at (956) 318-2626, requested via e-mail to: oscarg.garza@co.hidalgo.tx.us or may be picked up in person at the Hidalgo County Purchasing Department, with a Physical location of: 2802 S. Business Hwy 281. (Southeast Corner of Canton & Business Highway 281) Hidalgo County New Administration Building, Edinburg, Texas 78539.

UPON SUBMITTING SEALED BID, bidders are required to properly identify (handwritten, typed or printed) sealed envelope and/or packet as follows: Bidder's name and address on the upper left hand corner of the sealed envelope and/or package and Bid No.: 2009-210-06-03-OGG –RFB-"Removal of Soil from Aguilar Detention Basin in Pct. #4" on the lower left hand corner of sealed envelope/and or packet. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO: BID No. 2009-210-06-03-OGG-RFB- "Removal of Soil from Aguilar Detention Basin in Pct. #4"

The sealed bid must contain one (1) original and three (3) copies of bid and must be clearly identified and addressed for delivery to:

Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent
Hidalgo County Purchasing Department

US Postal Mail/Courier Address:	Physical location:
2912 S. Business Hwy. 281	2902 S. Business Hwy. 281
New Administration Building	New Administration Building
Edinburg, Texas 78539	(Southeast Corner of Canton & Business Hwy. 281)
	Edinburg, Texas 78539

Sealed bids will be accepted until 9:30 a.m. on Wednesday, JUNE 03, 2009 at which time they will be opened in the Hidalgo County Purchasing Department Conference Room at Physical Location: 2902 S. Business Hwy 281, Hidalgo County New Administration Building, Edinburg, Texas 78539. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.

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 the County.

BY ORDER OF THE COMMISSIONER'S COURT OF HIDALGO COUNTY, TEXAS, on this the 05th day of MAY 2009.

MARTHA L. SALAZAR, CPPB
HIDALGO COUNTY PURCHASING AGENT

REPORT ROAD HAZARDS @ 1-866-HCR-SAFE- or 1-866-427-7233

Publication for
May 23, 2009

Publication For
May 16, 2009

REQUEST FOR BIDS

TO SUPPLY HIDALGO COUNTY with sealed bids for - **"Removal of Soil from Aguilar Detention Basin in Pct. #4"** for all Hidalgo county funding sources, programs and entities.

Bid Packets may be obtained by contacting the Hidalgo County Purchasing Department at (956) 318-2626, requested via e-mail to: oscarg.garza@co.hidalgo.tx.us or may be picked up in person at the Hidalgo County Purchasing Department, with a **Physical location of:** 2802 S. Business Hwy 281, **(Southeast Corner of Canton & Business Highway 281)** Hidalgo County New Administration Building, Edinburg, Texas 78539.

UPON SUBMITTING SEALED BID, bidders are required to properly identify (handwritten, typed or printed) sealed envelope and/or packet as follows: Bidder's name and address on the upper left hand corner of the sealed envelope and/or package and **Bid No.: 2009-210-06-03-OGG –RFB-"Removal of Soil from Aguilar Detention Basin in Pct. #4"** on the lower left hand corner of sealed envelope/and or packet. **OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO: BID No. 2009-210-06-03-OGG-RFB- "Removal of Soil from Aguilar Detention Basin in Pct. #4"**

The sealed bid must contain one (1) original and three (3) copies of bid and must be clearly identified and addressed for delivery to:

Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent
Hidalgo County Purchasing Department

US Postal Mail/Courier Address:	Physical Location:
2812 S. Business Hwy. 281	2802 S. Business Hwy. 281
New Administration Building	New Administration Building
Edinburg, Texas 78539	(Southeast of Canton Rd & Business 281)
	Edinburg, Texas 78539

Sealed bids will be accepted until **9:30 a.m. on Wednesday, JUNE 03, 2009** at which time they will be opened in the Hidalgo County Purchasing Department Conference Room at Physical Location: **2802 S. Business Hwy 281, Hidalgo County New Administration Building, Edinburg, Texas 78539**. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.

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 the County.

BY ORDER OF THE COMMISSIONER'S COURT OF HIDALGO COUNTY, TEXAS, on this the **05th** day of **MAY 2009.**

MARTHA L. SALAZAR, CPPB
HIDALGO COUNTY PURCHASING AGENT

REPORT ROAD HAZARDS @ 1-866-HCR-SAFE- or 1-866-427-7233

AI-16003 **24.D.1.**

Approval of Final Contract-Las Milpas Subdivison-CAP

CC REGULAR

Date:	06/22/2009
Submitted By:	Yvette Islas, PURCHASING DEPT.
Submitted For:	Agapito Vargas
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** CAP Pct.2

Information

CAPTION

Presentation for approval of final construction contract (awarded by CC on 06-23-09) for C-CAP-09-178-06-23 Las Milpas Subdivision between Hidalgo County and Valley Paving Inc. in the amount of $195,130.55.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 9 **ACCT. #:** 9-1312-431-00-122-413-0-733/841

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

BUDGETARY IMPACT:

Obj.733 has available balance of $72,685.00
Obj.841 has available balance of $83,903.98

*Interlocal agreement with the City of Pharr (CC 03/17/09 - AI-14421).

Roadwork and Drainage cost to County(BCAP) - $150,479.55
City of Pharr Drainage Project - $44,651.00
Grand total of $195,130.55

Attachments

Link: contract

Link: cost breakdown

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/17/2009 11:03 AM	APRV
2	Budget & Management	Veronica Lopez	06/17/2009 11:05 AM	APRV
3	Roland Garcia	Rolando Garcia	06/18/2009 02:30 PM	APRV
4	Auditor's Office		06/18/2009 05:09 PM	NEW

Form Started By: Yvette Islas — Started On: 06/12/2009 03:36 PM

Final Approval Date: 06/18/2009

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONSTRUCTION CONTRACT
C-CAP-09-178-06-23

THIS AGREEMENT, entered into this 19th day of May, 2009, by and between **HIDALGO COUNTY,** (hereinafter called the "OWNER," and Valley Paving, Inc., (a Texas corporation), of County of Hidalgo, and State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH:

That for and in consideration of the payments and agreement hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described follows:

LAS MILPAS SUBDIVISION

Hereinafter called the project, for the sum of **One Hundred Ninety Five Thousand One Hundred Thirty Dollars and Fifty Five Cents** and all extra work in connection therewith under the terms and stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in Proposal, the General conditions and Special Conditions printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by R. Gutierrez Engineering Corporation, entitled the Architect/Engineer, and as enumerated in Paragraph 1.01.A.12 of the General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in written "Notice to Proceed" of the OWNER and to fully complete the project within 60 consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of $200.00 for each consecutive calendar day thereafter.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraphs 14.02.C and 14.07.C of the General Conditions.

IN WITNESS WHREOF, the parties to these present have executed this contract in four (4) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

APPROVED BY COMMISIONERS COURT ON, MAY 19, 2009.

CONTRACTOR: _____
Print Name & Title: Oscar Cordova
Name of Firm: Valley Paving, Inc.
Address: 821 E. 2 Mile Line
Mission, Texas 78574
Fed I.D. #/SS #: 74-2240275

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the 21st day of May, 2009, by President (Title) Of and on behalf of Valley Paving Inc. (A corporation)

ROSALINDA TREVINO
MY COMMISSION EXPIRES
February 23, 2011

Rosalinda Trevino
Notary Public-Signature

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.
800 Pecan
McAllen, Texas 78504

BY: _____

ATTEST:

Arturo Guajardo, Jr., County Clerk

COUNTY OF HIDALGO:

Juan D. Salinas III, County Judge

Las Milpas Subdivision
CSJ: 3C1080413
Cost Breakdown
Precinct 2

Bid Item No.	Item Description	Quantity	Unit	Unit Price	Amount Bid
	ROADWAY				
110	Excavation (Roadway)	2194	CY	$5.15	$11,299.10
132	Embankment (Rdwy) (Dens. Cont.) (Ty C)	22	CY	$8.50	$187.00
164	Cell Fiber Seeding (Temp) (Warm)	1098	SY	$0.55	$603.90
164	Cell Fiber Seeding (Temp) (Cool)	1098	SY	$0.55	$603.90
164	Cell Fiber Mulch Seed (Perm) (Urban) (Clay)	2196	SY	$0.55	$1,207.80
247	Flex Base (Compl in Place) TY "E" GR4 (10")	3509	CY	$8.55	$30,001.95
260	Lime Treatment (6") (Subgr)	4412	SY	$1.00	$4,412.00
260	Lime (Type A or B)	44.38	TON	$145.00	$6,435.10
310	Prime Coat (MC-30)	792	GAL	$3.75	$2,970.00
340	Asph Conc ACP Surface (TY "D") (1.5")	3962	SY	$8.00	$31,696.00
502	Barricades, Signs and Traffic Handling	2	MO	$950.00	$1,900.00
506	Construction Exits (Ty II) (Install)	84	SY	$15.00	$1,260.00
506	Construction Exits (Ty II) (Remove)	84	SY	$5.00	$420.00
506	Temp Sedmt Cont Fence	216	LF	$2.00	$432.00
560	Mailboxes	3	EA	$700.00	$2,100.00
644	Smal RDSD SGN ASSM (TY "A")	5	EA	$700.00	$3,500.00
	SubTotal Base Bid				**99,02 7**
	DRAINA E				
402	Trench Excavation Protection	218	LF	1	$218.00
432	Concrete Riprap (Cl C)	42	CY	210	$8,820.00
464	RCP (CL III) (18")	244	LF	$22.75	$5,551.00
465	Inlet (Type "A")	6	EA	$1,925.00	$11,550.00
467	Safety End Treatment (Pre-Cast) (Ty II) (18") RCP) (1:6)	2	EA	$750.00	$1,500.00
529	Concrete Curb & Gutter (Ty "A") (Barrier)	2321	LF	$5.80	$13,461.80
529	6' Concrete Valley Gutter	140	LF	$35.00	$4,900.00
530	Driveways (Ty PRB-1)	80	SY	$20.00	$1,600.00
530	Driveways (Concrete)	70	SY	$55.00	$3,850.00
	SubTotal Drainage				**, 0 0**
	GrandTotal Roadwork Base Bid and Drainage				**0, 79**

Roadwork Allocation:	$ 85,568.88	Drainage Allocation:	$ 73,685.00
Transfer Contingency Line Item	$ 3,873.99	Low Bid Drainage:	$51,450.80
Total Allocation and Contingency Transfer	$ 89,442.87	Overrun/Underrun	$22,234.20
Low Base Bid Roadwork:	$99,028.75		
a i a o a e Roa or 00 ie 2 , 0 0	$6,000.00		
	-$2,100.00		
Overrun/Underrun	$ (3,585.88)		

arr Draina e ro ect

Bid Item No.	Item Description	Quantity	Unit	Unit Price	Amount Bid
132	Embankment (Ditch) (Dens. Cont.) (TY C)	1173	CY	$7.00	$8,211.00
464	RCP (CL III) (72")	128	LF	$230.00	$29,440.00
466	Concrete Headwall (CH-11B)	1	EA	$7,000.00	$7,000.00
			Tota	**arr Draina e**	**, 00**
				ro ect Tota	**9 , 0**

AI-16044 **24.D.2.**

Request by Contractor for Disbursements Funds Sent to Surety Company
CC REGULAR

Date:	06/22/2009
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	Purchasing Department **Purchasing only:** CAP Pct.2

Information

CAPTION

Presentation for approval of a request by awarded vendor, Closner Construction Co. LLC as a condition by their surety: "directing all contract proceedings earned and to be earned directly to project disbursing administrator SureTec Information Systems, Inc" for contract number CAP-09-188-05-06-YSI Road & Drainage Construction for Sundowner Recreation Center Subdivision.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1312-431-00-122-940-0-XXX

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

BUDGETARY IMPACT:

This item has No Budgetary Impact. It is to send contract proceeds to SureTec Information Systems, Inc.

Attachments

Link: Letter - Contractor for Disbursements Funds

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvette Islas		06/18/2009 05:09 PM	PEND
2	Purchasing Department	Marty Salazar	06/17/2009 12:20 PM	APRV
3	Budget & Management	Veronica Lopez	06/17/2009 01:21 PM	APRV
4	Manuel Chapa	Manuel Chapa	06/17/2009 04:28 PM	APRV
5	Auditor's Office		06/18/2009 05:09 PM	NEW

Form Started By: Marcie Jackson Started On: 06/16/2009 03:35 PM

Final Approval Date: 06/18/2009

CLOSNER CONSTRUCTION CO. L.L.C

P. O. Box 2707 Phone (956)712-3964 Fax (956)712-3966 Laredo, Texas 78044

6/12/09

Hidalgo County
Attn: Agapito Vargas
100 N. Closner Blvd.
Edinburg, Texas 78539

Re: Project: Sundowner Recreation Center Subdivision
Contract Amount: $219,997.67

Dear Mr. Vargas:

We request that you send all contract proceeds earned and to be earned under our contract with you directly to our project disbursing administrator, SureTec Information Systems, Inc. at the following address:

Closner Construction
C/O SureTec Information Systems, Inc.
Attn: Funds Disbursement Dept.
9737 Great Hills Trail, Suite 320
Austin, Texas 78759
(866) 732-0099

Your checks will still be made payable to us. This directive may only be changed by written consent of our surety, SureTec Insurance Company. Your signature below, indicating your agreement to make payment in this manner, is a condition to our Surety's execution of our performance and payment bonds on this project.

Thank you for your cooperation in this regard. You may receive a follow up phone call or e-mail from SureTec to confirm these instructions and answer any questions you may have.

We are looking forward to a very successful project.

CLOSNER CONSTRUCTION CO. L.L.C

JAIME CLOSNER
PRESIDENT

cc: SureTec Information Systems, Inc. - Scott Olson

Agreement and Acknowledgment:

Obligee: Hidalgo County

By: _____ _____***date***
Authorized Representative

_____
Title

_____/_____
Phone Number / email address

AI-16036 **24.D.3.**

Requesting Authority to Advertise - Esperanza Estates Subdivision

CC REGULAR

Date:	06/22/2009
Submitted By:	Yvette Islas, PURCHASING DEPT.
Submitted For:	Agapito Vargas
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Purchasing only: CAP Pct.2

Information

CAPTION

Requesting authority to advertise for Road & Drainage Construction of Esperanza Estates Subdivision, a BCAP project with plans and specifications developed and drafted by project engineer, DOS Logistics, Inc.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 9-1312-431-00-122-262-0-73X

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

BUDGETARY IMPACT:

Object codes 731 & 733 have $82,277.77 & $87,255.00 (respectively) available as of 6/17/09.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/17/2009 11:43 AM	APRV
2	Budget & Management	Veronica Lopez	06/17/2009 11:53 AM	APRV
3	Dale Kennan	Dale Kennan	06/17/2009 02:43 PM	APRV
4	Auditor's Office		06/18/2009 05:09 PM	NEW

Form Started By: Yvette Islas — Started On: 06/16/2009 02:02 PM

Final Approval Date: 06/18/2009

AI-15997 **24.D.4.**

Change Order No. 1 Red Barn Subdivision Pct. No. 2
CC REGULAR

Date: 06/22/2009
Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For: Agapito Vargas
Department: COLONIA ACCESS PROGRAM
Agenda Category: Purchasing Department **Purchasing only:** CAP Pct.2

Information

CAPTION

Presentation for consideration, discussion, acceptance and approval of Change Order No. 1 with contractor Alvarez Construction for Red Barn Subdivision, Pct. No. 2 reflecting a net increase in the amount of $650.00 due to the fact the concrete driveway was out of the original bid contract as submitted through project engineer R. Gutierrez Engineering Corporation. C-CAP 09-002-04-21

BACKGROUND

Fiscal Impact

FISCAL YEAR: 9 **ACCT. #:** 9-1311-431-00-122-605-1-733
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

P.O.#621616 available balance is $14,489.50 as of 06/18/09.

AI-15999 pending CC 06/23/09 for $650.00 for change order no.1 (Red Barn)

Attachments

Link: change order no 1 red barn

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvette Islas	Yvette Islas	06/18/2009 10:04 AM	APRV
2	Purchasing Department	Marty Salazar	06/18/2009 01:23 PM	APRV
3	Budget & Management	Veronica Lopez	06/18/2009 01:30 PM	APRV
4	Roland Garcia	Rolando Garcia	06/18/2009 01:56 PM	APRV
5	Auditor's Office		06/18/2009 05:09 PM	NEW

Form Started By: Marcie Jackson Started On: 06/12/2009 11:16 AM

Final Approval Date: 06/18/2009

CHANGE ORDER NUMBER ONE (1)

PROJECT: RED BARN SUBDIVISION

DATE OF ISSUANCE: May 21, 2009 **EFFECTIVE DATE:** May 21, 2009

OWNER: HIDALGO COUNTY PRECINCT NO. 2
OWNER's Contract No.: C-CAP-09-002-04-21

CONTRACTOR: ALVAREZ CONSTRUCTION
613 FERGUSON RD.
DONNA, TX 78537

ENGINEER: R. Gutierrez Engineering Corporation
130 E. Park Ave.
Pharr, TX 78577

You are directed to make the following changes in the Contract Documents.

Description: 1. 529 ITEM 25 SY CONCRETE DRIVEWAY WAS ADDED

Reason for Change Order: 1. CONCRETE DRIVEWAY WAS OUT OF THE ORIGINAL BID CONTRACT.

Attachments:

Change in Contract Price:		CHANGE IN CONTRACT TIME:
Original Contract Price $ 14,489.50		Original Contract Time for Substantial Completion: 15 calendar days or dates
Net Changes from previous Change Order $ 0.00		Net change from previous Change Orders 0 calendar days
Contract Price prior to this Change Order $ 14,489.50		Contract Time prior to this Change Order Substantial Completion: 15 calendar days or dates
Net Increase (decrease) of this Change Order $ 650.00		Net Increase (decrease) of this Change Order 5 calendar days
Contract Price with all approved Change Orders $ 15,139.50	Net % increase (decrease) from original contract price. 4.50 %	Contract Time with all approved Change Orders Substantial Completion: 20 calendar days or dates

RECOMMENDED:
By: _____
Engineer (Authorized Signature)
Date: 6-12-09

APPROVED:
By: _____
Owner (Authorized Signature)
Date: _____

ACCEPTED:
By: _____
Contractor (Authorized Signature)
Date: 6-12-09

CHANGE ORDER NO. 1 TABULATION
HIDALGO COUNTY PRECINCT NO. 2
RED BARN SUBDIVISION
BID NUMBER: CAP-09-002-04-21

Item Number	Original Plan Quantity	Change Order #1 Quantities	Unit	Item Description	Unit Price	Revised Unit Price	Original Contract Cost	Change in Contract Cost of C.O.#1	Revised Contract Cost after C.O.#1
	(905) ROADWAY								
529	79.00	79.00	LF	Concrete Valley Gutter (4 ft)	$ 28.00	$ 28.00	$ 2,212.00		2,212.00
529	1,637.00	1,637.00	LF	Concrete Curb & Gutter (Ty A) (Barrier)	$ 7.50	$ 7.50	$ 12,277.50	0.00	12,277.50
530		32.50	SY	Driveways (Concrete)	$ -	$ 20.00	$ -	650.00	650.00
				Total Drainage :			**$ 14,489.50**	**$ 650.00**	**$ 15,139.50**
				TOTAL BASE AMOUNTS:			**$ 14,489.50**	**$ 650.00**	**$ 15,139.50**

AI-16043 **24.E.1.**

Purchase of One (1) New 2009 15 Passenger Van
CC REGULAR

Date:	06/22/2009
Submitted By:	Oscar Garza, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Juvenile Probation

Information

CAPTION

a. Pursuant to a directive by CC, requesting authorization to advertise for One (1) New 2009 Club Van or equivalent to and approval of basic specifications/requirements as attached; or, in the alternative,

b. Requesting authority to purchase through Hidalgo County's membership/participation with TASB/Buyboard (Contract No. 281-07) awarded vendor Philpott Motors; One (1) New 2009 Club Van, in the amount of $22,659.00 which includes buy-board pricing and accessories (Project #2009-235-OGG).

BACKGROUND

Approval of proposed purchase will allow transportation of Boot Camp Residents for medical appointments; court appointments; school along with other important deadlines that require immediate attention. Currently is not able to meet medical; dental and other school activity appointments for the lack of another unit.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1295-423-00-330-028-0-741

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

BUDGETARY IMPACT:

Available funds as of 6/17/09 is $38,000.00.
Account has been provided and approved by Chief Israel "Buddy" Silva for proposed purchase in the amount of $22,659.00.

Attachments

Link: 09-235

Link: 09-235

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/17/2009 12:10 PM	APRV
2	Budget & Management	Veronica Lopez	06/17/2009 01:19 PM	APRV
3	Perla Lopez	Perla Lopez	06/17/2009 03:35 PM	APRV

4	Auditor's Office	06/18/2009 05:09 PM	NEW
Form Started By: Oscar Garza		Started On: 06/16/2009 03:32 PM	
Final Approval Date: 06/18/2009			

JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER

JUVENILE PROBATION DEPARTMENT
DETENTION CENTER • BOOT CAMP FACILITY
1001 N. DOOLITTLE RD. • P.O. BOX 267
EDINBURG, TEXAS 78542-0267
(956) 587-6200 FAX (956) 383-4280

THE COUNTY OF HIDALGO TEXAS

ISRAEL "BUDDY" SILVA, JR.
DIRECTOR
CHIEF JUVENILE PROBATION OFFICER

To: Hidalgo County Purchasing Department
attn: Oscar Garza

From: Mario E. ~~Ramirez, Jr. Juvenile~~ Justice Center, Boot Camp Facility, Commander, Rene De ~~Luna~~

Date: 16 June 2009

Sir, as per our conversation, Mr. Israel"Buddy" Silva has authorized the purchase of a 15 pass van as discussed. The specific details and type of van requested was sent to your department via e-mail.

Please provide this department with information to ensure proper ordering and delivery of vehicle.

Please contact CDR Rene De Luna @ 956-969-4908 or Cell 821-1844 for additional information if required.

RECEIVED
JUN 16 2009
By NL

HIDALGO COUNTY JUVENILE BOARD
MARIO E. RAMIREZ, JR., OVERSEER
JUDGE, 332ND DISTRICT COURT

RICARDO P RODRIGUEZ, JR. JUDGE, 92ND DC. | RUDY DELGADO JUDGE, 93RD DC. | J.R. "BOBBY" FLORES JUDGE, 139TH DC. | ROSE GUERRA REYNA JUDGE, 206TH DC. | JUAN R. PARTIDA JUDGE, 275TH DC. | JUAN D. SALINAS III COUNTY JUDGE | NOE GONZALEZ JUDGE, 370TH DC. | LETTY LOPEZ JUDGE, 389TH DC | AIDA SALINAS FLORES JUDGE, 398TH DC. | ISRAEL RAMON, JR. JUDGE, 430TH DC. | JESSE CONTRE JUDGE 449TH J

MEMORANDUM

To: Chief Israel "Buddy" Silva
Buildings and Grounds, Director

via fax: 318-2648
via: hcjbc@yahoo.com

From: Oscar Garza, Procurement Specialist

Date: **June 16, 2009**

Re: Bid No. 2009-235-OGG-Approval of Quote for **"Purchase of One New 2009 Club Van"**

Please review the following **Quotes** and indicate if they meet all your requirements by marking **APPROVE** (or) **DISAPPROVE** and signing below. If your answer is **DISAPPROVE**, please make any modifications necessary to the specifications and fax back the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at (956) 318-2626 ext# 4857.

APPROVE ☐	DISAPPROVE ☐
APPROVED WITH MODIFICATIONS ☐	

FUNDS AVAILABILITY: ___X___YES / _____NO/_____Other

(Specify)_____

BUDGET ACCOUNT #: 9-1295-423-00-330-028-0-741

	RENE DE LUNA	6/16-09
AUTHORIZED SIGNATURE	PRINTED NAME	DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 318-2629 or e-mail: oscarg.garza@co.hidalgo.tx.us by no later than Tuesday, June 16, 2009 at 4:00p.m.

Enclosures

CUSTOMIZED PRODUCT PRICING SUMMARY BASED ON CONTRACT

VEHICLES

BUYBOARD #281-07

End User: HIDALGO COUNTY **Philpott Rep:** ALAN WILEY

Contact: OSCAR GARZA **Date:** 27-May-09

Product Description: 2009 FORD CLUB WAGON

A. Bid Series: 28 **A. Base Price:** $ 21,960.00

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
	15 PASSENGER CLUB WAGON	INCL	PGWT	PRIVACY GLASS WINDOW	$ 299.00
	5.4L V8 GAS AUTOMATIC	INCL		TINT	
	FRONT/REAR A/C HEAT	INCL			
	AM-FM RADIO	INCL			
	FULL SIZE SPARE TIRE	INCL			
	VINYL SEATS-RUBBER FLOOR	INCL			
903	POWER WINDOWS-LOCKS	INCL			
525	SPEED CONTROL	INCL			
	TILT STEERING WHEEL	INCL			
	HD 9000# PAYLOAD	INCL			
	POWER STEERING/BRAKES	INCL			
	WHITE IN STOCK WITH THIS	WHITE IN			
	SPEC	STOCK			

Total of B. Published Options: $ 299.00

C. Unpublished Options [Itemize each below, not to exceed 25%] $= 0.0 %

Options	Bid Price	Options	Bid Price

Total of C. Unpublished Options: $ -

D. Contract Price Adjustment:

E. Delivery Charges: 0 miles @ $.93/mile $ -

F. Total of A + B + C + D + E = F $ 22,259.00

G. Quantity Ordered 1 **x F =** $ 22,259.00

H. BUYBOARD Administrative Fee **$400.00 PER PURCHASE ORDER** $ 400.00

I. Non-Equip Charges & Credits

J. TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE $ 22,659.00

Oscar Garza

From: Darlene Betancourt [darlene.betancourt@co.hidalgo.tx.us]
Sent: Monday, April 27, 2009 2:49 PM
To: 'Oscar Garza'
Subject: FW: Purchase of 15Passenger Van

For your review, didn't you recently purchase a van?

Darlene H. Betancourt, CPPB
Procurement Process & Data Manager
Hidalgo County Purchasing Department
2802 S. Business Highway 281
Edinburg, Texas 78539
(956) 292-7000 x-4852
(956) 292-7612 (Fax)
darlene.betancourt@co.hidalgo.tx.us

From: Hidalgo Cty Juvenile Boot Camp [mailto:hcjbc@yahoo.com]
Sent: Monday, April 27, 2009 11:53 AM
To: darlene.betancourt@co.hidalgo.tx.us
Subject: Purchase of 15Passenger Van

Hidalgo County Juvenile Boot Camp
1711 Northbridge, Weslaco Texas, 78596
Richard Garza, Superintendent
(956) 969-4908 fax;969-4928
cell# 454-8309

As per our conversation, I am requesting your assistance in the purchase of a:

15 PASS VAN E-SERIES
E-350 XL SD EXT WAGON
5.4L EFI V-8 ENGINE
ELECT. 4-SPD AUTO O/D TRANS

note; please utilize account # 9-1295-423-00-330-028-0-741for the purchase.
Approval by Chief; Israel "Buddy" Silva has been obtained for vechicle purchase.

Thank you from
Superitendent: Ricahrd Garza
Hidalgo County Juvenile Boot Camp
P: 956-969-4908
F: 956-969-4928
1711 North Bridge Ave
Weslaco, Tx 78596

HIDALGO COUNTY:	JUVENILE JUSTICE CENTER

REQUIRED SPECIFICATIONS:

(1) NEW 2009	(15 PASSENGER VAN)
ENGINE:	5.4L V8 GAS AUTOMATIC
AIR CONDITIONING:	FRONT/REAR A/C HEAT
ACCESSORIES:	AM-FM RADIO
	FULL SIZE SPARE TIRE
	VINYL SEATS-RUBBER FLOOR
	POWER WINDOWS-LOCS
	SPEED CONTROL
	TILT STEERING WHEEL
	HD 9000# PAYLOAD
	POWER STEERING BRAKES
COLOR:	WHITE
WINDOWS:	PRIVACY GLASS WINDOW
	TINT

AI-15984 **24.F.1.**

Remodeling of Deeds Department at County Clerk's Office
CC REGULAR

Date:	06/22/2009
Submitted By:	Oscar Garza, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	County Clerk

Information

CAPTION

Presentation for approval to award proposal received from Clean Air Solutions for the provision of trades, labor, materials and related accessories in connection with the Remodeling of the Deed Records Department for the County Clerk's Office under project #2009-146-OGG in the amount of $16,050.00 through the County's membership/participation in interlocal agreements and/or various cooperative purchasing programs awarded vendors (i.e. joc or trades, temporary labor and materials, etc.).

BACKGROUND

Proposed project will consist of repairs to Deeds Department (i.e. painting, prep of walls and installation of VCT Flooring).

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1237-415-40-180-003-0-431

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

BUDGETARY IMPACT:

Available balance as of 6-17-09 $20,000.00 for repairs and improvements to be made to the Deeds Department.

Funds were appropriated for the purposes mentioned above as per AI-15947 for building repairs approved by CC on 6-15-09.

Attachments

Link: 09-146

Link: 09-146

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/17/2009 03:47 PM	APRV
2	Budget & Management	Veronica Lopez	06/17/2009 03:56 PM	APRV
3	Ivan Cantu	Ivan Cantu	06/17/2009 04:26 PM	APRV
4	Auditor's Office		06/18/2009 05:09 PM	NEW
Form Started By: Oscar Garza			Started On: 06/11/2009 04:07 PM	

Final Approval Date: 06/18/2009

MEMORANDUM

To: Arturo Guajardo, Jr. via fax: 318-2105
Hidalgo County Clerk via: arturo.guajardo@hidalgocountyclerk.us

From: Oscar Garza, Procurement Specialist

Date: June 11, 2009

Re: Bid No. 2009-146-OGG-Approval of Proposals for "Remodeling of Deed-**Department at County Clerk's Office"**

Please review the following **Proposals** and indicate if they meet all your requirements by marking **APPROVE** (or) **DISAPPROVE** and signing below. If your answer is **DISAPPROVE**, please make any modifications necessary to the specifications and fax back the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at (956) 318-2626 ext# 4865.

APPROVE ✓	DISAPPROVE
APPROVED WITH MODIFICATIONS	

FUNDS AVAILABILITY: _____YES / _____NO/_____Other

(Specify)_____

BUDGET#: 9-1237-415-40-180-003-0431

Annette C. Muñiz - Chief Deputy 6/11/09

AUTHORIZED SIGNATURE PRINTED NAME DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 318-2629 or e-mail: oscarg.garza@co.hidalgo.tx.us by no later than Friday, June 11, 2009 at 4:00p.m.

Enclosures

REVISED SCOPE OF WORK:

Re: Remodeling of Deeds Department

We are requesting a proposal on the remodeling of the County Clerks Deeds Department
The following encompasses the remodeling project:

- Sand, Prep and Paint the walls
- Installation of New VCT floor tile to designated areas.
- Include Alternate for installation of ADA Compliant Door

June 17, 2009

County of Hidalgo
Attn: Oscar Garza, Procurement Specialist
2802 S. Business Hwy. 281
Edinburg, Texas 78539

RE: Vendor Contract Project Authorization – CAS Companies
TIPS Contract #08032609 Commodity Contract: Trades, Temporary Labor & Materials
Proposal #2009-146-04-09-OGG
CAS Quote #2009-114-04

TO WHOM IT MAY CONCERN:

The Interlocal Purchasing System (TIPS) verifies that **CAS Companies** has an Awarded Vendor for The Interlocal Purchasing System (TIPS), and is authorized to sell under **Contract #08032609.**

Regarding the submitted proposal from CAS Companies to provide repairs to the Hidalgo County Clerk's Office, has been verified and is within the parameters of the awarded contracts as listed above for CAS Companies.

If you have any questions, you may reach me at 866-839-8477 or by email to kthompson@reg8.net.

Sincerely,

Kim Thompson

Kim Thompson
TIPS Administration Department

cc: Aaron Garcia
Alan Moore