AI-16708 **6.D.**

Claim of Irma Veronica Rodriguez

CC REGULAR

Date:	08/04/2009
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Closed Session

Information

CAPTION

Claim of Irma Veronica Rodriguez

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/29/2009 08:58 AM	APRV
2	Auditor's Office		07/31/2009 05:18 PM	NEW

Form Started By: Aida Alvarez — Started On: 07/29/2009 08:47 AM

Final Approval Date: 07/31/2009

AI-16709 **7.D.**

Claim of Irma Veronica Rodriguez

CC REGULAR

Date:	08/04/2009
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Open Session

Information

CAPTION

Claim of Irma Veronica Rodriguez

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/29/2009 08:59 AM	APRV
2	Auditor's Office		07/31/2009 05:18 PM	NEW

Form Started By: Aida Alvarez — Started On: 07/29/2009 08:49 AM

Final Approval Date: 07/31/2009

AI-16721 **10.B.**

RMA Appointment

CC REGULAR

Date:	08/04/2009
Submitted By:	Angela Garcia, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Pct. #3:
Appointment of board member by Commissioner Joe M. Flores to the Hidalgo County Regional Mobility Authority (RMA).

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/30/2009 10:57 AM	APRV
2	Auditor's Office		07/31/2009 05:18 PM	NEW
Form Started By: Angela Garcia			Started On: 07/29/2009 02:17 PM	
Final Approval Date: 07/31/2009				

AI-16680 **10.C.**

Transfer of budget acct. authority

CC REGULAR

Date:	08/04/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Constable Pct. #4:
Discussion, consideration and action to change account #9-1100-419-40-115-069-0-XXX from 115 (DBM) to 294 (Constable Precinct #4), effective 08/10/2009.

BACKGROUND

As per Local Government Code section 86.011.C, the constable is responsible for the official acts of each deputy of the constable in which a constable issues deputyship. After CC approval, employee change of status forms to reflect court action will follow effective 08/10/2009 and memo to all pertinent parties will be sent.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary impact.

Attachments

Link: LGC Sec. 86.011.C

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/27/2009 09:47 AM	APRV
2	Rosalinda Cantu	Rosie Cantu	07/31/2009 01:49 PM	APRV
3	Auditor's Office		07/31/2009 05:18 PM	NEW

Form Started By: Monica Badillo — Started On: 07/27/2009 09:40 AM

Final Approval Date: 07/31/2009

LOCAL GOVERNMENT CODE

TITLE 3. ORGANIZATION OF COUNTY GOVERNMENT

SUBTITLE B. COMMISSIONERS COURT AND COUNTY OFFICERS

CHAPTER 86. CONSTABLE

SUBCHAPTER B. DEPUTIES

Sec. 86.011. APPOINTMENT OF DEPUTY CONSTABLE. (a) An elected constable who desires to appoint a deputy must apply in writing to the commissioners court of the county and show that it is necessary to appoint a deputy in order to properly handle the business of the constable's office that originates in the constable's precinct. The application must state the name of the proposed deputy. The commissioners court shall approve and confirm the appointment of the deputy only if the commissioners court determines that the constable needs a deputy to handle the business originating in the precinct.

(b) Each deputy constable must qualify in the manner provided for deputy sheriffs.

(c) The constable is responsible for the official acts of each deputy of the constable. The constable may require a deputy to post a bond or security. A constable may exercise any remedy against a deputy or the deputy's surety that a person may exercise against the constable or the constable's surety.

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

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

AI-16761 **10.D.**

Amendments - Dickerson Prop. - (correct legals) San Carlos Drainage
CC REGULAR

Date:	08/04/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Submitted For:	Steve Crain
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

1. Amendment to Earnest Money Contract by and between Hidalgo County and Barry & Linda R. Dickerson dated June 2, 2009 for certain real property (127.99 acres)
2. Amendment to Earnest Money Contract by and between Hidalgo County and Barry & Linda R. Dickerson dated June 2, 2009 for certain real property (112.29 acres)

BACKGROUND

Fiscal Impact

Attachments

Link: amendment

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/31/2009 08:43 AM	APRV
2	Auditor's Office	Angela Garcia	07/31/2009 05:18 PM	APRV

Form Started By: Monica Badillo Started On: 07/30/2009 05:15 PM

Final Approval Date: 07/31/2009

AMENDMENT
TO FARM AND RANCH CONTRACT DATED JUNE 2, 2009,
BETWEEN BARRY DICKERSON and wife, LINDA R. DICKERSON
AND HIDALGO COUNTY, TEXAS
CONCERNING THE PROPERTY AT

_____
(Street Address and City)

Seller and Buyer amend the contract as follows: (check each applicable box)

— (1) The Sales Price in Paragraph 3 of the contract is:
A. Cash portion of Sales Price payable by Buyer at closing $ _____
B. Sum of financing described in the contract $_____
C. Sales Price (Sum of A and B) $_____

— (2) In addition to any repairs and treatments otherwise required by the contract, Seller, at Seller's expense, shall complete the following repairs and treatments:

— (3) The dated in Paragraph 9 of the contract is changed to **July 30, 2009.**

— (4) The amount in Paragraph 12A(1)(b) of the contract is changed to _____

____ *(5)* The cost of lender required repairs and treatment, as itemized on the attached list, will be paid as follows: $_____ by Seller; $_____ by Buyer.

— (6) Buyer has paid Seller an additional Option Fee of $_____ for an extension of the unrestricted right to terminate the contract on or before _____, 200. This additional Option Fee — will — will not be credited to the Sales Price.

— (7) Buyer waives the unrestricted right to terminate the contract for which the Option Fee was paid.

— (8) The date for Buyer to give written notice to Seller that Buyer cannot obtain Financing Approval as set forth in the Third Party Financing Condition Addendum is changed to _____, 200_

X (9) Other Modifications: (Insert only factual statements and business details applicable to this sale). The legal description shown in the Contract as 112.29 acre tract shall be deleted and the attached legal description of 127.99 acre tract attached hereto as Exhibit A to this Amendment shall be substituted in lieu thereof.

All of the other terms and conditions of the Farm and Ranch Contract shall remain in full force and effect.

EXECUTED the 29th day of July, 2009 BUT EFFECTIVE AS OF JUNE 2, 2009. (BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE).

Hidalgo County, Texas, Buyer

By: _____

Barry Dickerson
Seller: Barry Dickerson

Linda R. Dickerson
Seller: Linda R. Dickerson

METES AND BOUNDS

HIDALGO COUNTY PRECINCT No.4
PROJECT: SAN CARLOS DRAINAGE IMPROVEMENTS
PARCEL: DICKERSON TRACT No.1

A 127.99 ACRE TRACT OF LAND BEING ALL OF LOTS 2, 3 AND 7, AND THE NORTH 10.48 ACRES OF LOT 10, R.B. CURRY SURVEY No.4, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 23, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO ASSUMPTION WARRANRY DEED RECORDED IN VOLUME 1730, PAGE 28, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET IN THE CENTERLINE OF TEX-MEX ROAD FOR THE NORTHEAST CORNER OF LOT 2 AND THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 09°14'W), ALONG THE EAST LINE OF LOTS 2 AND 7, PASSING AT 1,958.50 FEET THE CENTERLINE OF CURRY ROAD (NOT OPEN), A TOTAL DISTANCE OF 2,220.50 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; N 80°51'W, PASSING A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET AT 1,722.40 FEET FOR THE EAST RIGHT OF WAY LINE OF DILLION ROAD, A TOTAL DISTANCE OF 1,742.40 FEET TO A COTTON PICKER SPINDLE SET ON THE WEST LINE OF LOT 10 AND IN THE CENTERLINE OF DILLION ROAD FOR THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 09°14'E (DEED RECORD: NORTH), ALONG THE WEST LINE OF LOTS 7 AND 10, AND THE CENTERLINE OF DILLION ROAD, PASSING A COTTON PICKER SPINDLE SET AT 262.00 FEET FOR THE CENTERLINE OF CURRY ROAD, THE SOUTHWEST CORNER OF LOT 7 AND THE NORTHWEST CORNER OF LOT 10, A TOTAL DISTANCE OF 1,241.25 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR THE SOUTHEAST CORNER OF LOT 3, THE SOUTHWEST CORNER OF LOT 2, THE NORTHWEST CORNER OF LOT 7 AND AN INTERIOR CORNER OF THIS TRACT.

THENCE; N 80°51'W (DEED RECORD: WEST), ALONG THE SOUTH LINE OF LOT 3, A DISTANCE OF 1,742.40 FEET (DEED RECORD: 1,743.90 FEET) TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR THE SOUTHWEST CORNER OF LOT 3 AND AN EXTERIOR CORNER OF THIS TRACT.

THENCE; N 09°14'E (DEED RECORD: NORTH), ALONG THE WEST LINE OF LOT 3, PASSING A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET AT 959.25 FEET FOR THE SOUTH RIGHT OF WAY LINE OF TEX-MEX ROAD, A TOTAL DISTANCE OF 979.25 FEET TO A COTTON PICKER SPINDLE SET IN THE CENTERLINE OF TEX-MEX ROAD FOR THE NORTHWEST CORNER OF LOT 3 AND THE NORTHWEST CORNER OF THIS TRACT.

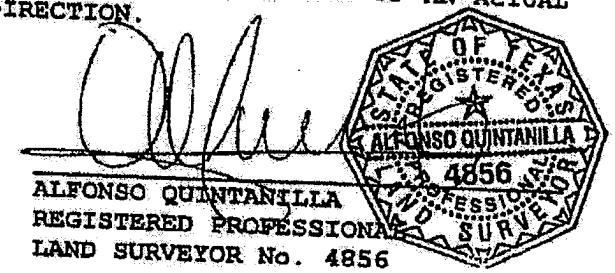
THENCE; S 80°51'E, ALONG THE NORTH LINE OF LOTS 2 AND 3, AND THE CENTERLINE OF TEX-MEX ROAD, A DISTANCE OF 3,484.80 FEET TO THE POINT OF BEGINNING AND CONTAINING 127.99 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH HOLLY ESTATES No.2 SUBDIVISION, RECORDED IN VOLUME 37, PAGE 180, MAP RECORDS, HIDALGO COUNTY, TEXAS.

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

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

DATE PREPARED: May 29, 2009



ALFONSO QUINTANILLA
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4856

PLAT SHOWING
A 127.89 ACRE TRACT OF LAND BEING ALL OF LOTS 2, 3, 7 & THE NORTH 10.48 ACRES OF LOT 10, R.E. CURRY SURVEY No. 4, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 23, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO ASSUMPTION WARRANTY DEED RECORDED IN VOLUME 1730, PAGE 28, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS ATTACHED HERETO.
QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS
LAND SURVEYORS
124 E. STUBBS ST.
HARLINGEN, TEXAS 78550
PHONE 956-381-0981
FAX 956-381-8239
℄ VAL VERDE ROAD
℄ DILLON ROAD
℄ CURRY ROAD (NOT OPEN)
℄ SUNFLOWER ROAD
℄ TEXI-MEX ROAD
℄ MILE 15 1/2 NORTH ROAD
℄ MILE 16 NORTH ROAD
TRACT No. 1
127.89 ACRES GROSS
N 09°14' E 979.25'
N 80°51' W 1742.40'
S 80°51' E 1742.40'
N 09°14' E 1241.25'
S 09°14' W 2220.50'
N 80°51' W 1742.40'
3484.80'
BLOCK 176
LA BLANCA AGRICULTURAL COMPANY
RECORDED IN VOLUME 1, PAGE 33,
MAP RECORDS, HIDALGO COUNTY, TEXAS
BLOCK 177
LA BLANCA AGRICULTURAL COMPANY
RECORDED IN VOLUME 1, PAGE 33,
MAP RECORDS, HIDALGO COUNTY, TEXAS
BLOCK 188
LA BLANCA AGRICULTURAL COMPANY
RECORDED IN VOLUME 1, PAGE 33,
MAP RECORDS, HIDALGO COUNTY, TEXAS
HIDALGO COUNTY PRECINCT No. 4
PROJECT: SAN CARLOS DRAINAGE IMPROVEMENTS
PARCEL: HOLDING POND No. 5A
DICKERSON PHASE I PURCHASE

AMENDMENT
TO FARM AND RANCH CONTRACT DATED JUNE 2, 2009,
BETWEEN BARRY DICKERSON and wife, LINDA R. DICKERSON
AND HIDALGO COUNTY, TEXAS
CONCERNING THE PROPERTY AT

_____
(Street Address and City)

Seller and Buyer amend the contract as follows: (check each applicable box)

— (1) The Sales Price in Paragraph 3 of the contract is:
A. Cash portion of Sales Price payable by Buyer at closing $ _____
B. Sum of financing described in the contract $_____
C. Sales Price (Sum of A and B) $_____

— (2) In addition to any repairs and treatments otherwise required by the contract, Seller, at Seller's expense, shall complete the following repairs and treatments:

— (3) The dated in Paragraph 9 of the contract is changed to _____.

— (4) The amount in Paragraph 12A(1)(b) of the contract is changed to _____

____ (5) The cost of lender required repairs and treatment, as itemized on the attached list, will be paid as follows: $_____ by Seller; $_____ by Buyer.

— (6) Buyer has paid Seller an additional Option Fee of $_____ for an extension of the unrestricted right to terminate the contract on or before _____, 200. This additional Option Fee — will — will not be credited to the Sales Price.

— (7) Buyer waives the unrestricted right to terminate the contract for which the Option Fee was paid.

— (8) The date for Buyer to give written notice to Seller that Buyer cannot obtain Financing Approval as set forth in the Third Party Financing Condition Addendum is changed to _____, 200_

X (9) Other Modifications: (Insert only factual statements and business details applicable to this sale). The legal description shown in the Contract as 127.99 acre tract shall be deleted and the attached legal description of 112.29 acre tract attached hereto as Exhibit A to this Amendment shall be substituted in lieu thereof.

All of the other terms and conditions of the Farm and Ranch Contract shall remain in full force and effect.

EXECUTED the 29th day of July, 2009 BUT EFFECTIVE AS OF JUNE 2, 2009. (BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE).

Hidalgo County, Texas, Buyer

By: _____

Barry Dickerson
Seller: Barry Dickerson

Linda R. Dickerson
Seller: Linda R. Dickerson

METES AND BOUNDS

HIDALGO COUNTY PRECINCT No.4
PROJECT: SAN CARLOS DRAINAGE IMPROVEMENTS
PARCEL: DICKERSON TRACT No.2

A 112.29 ACRE TRACT OF LAND BEING ALL OF LOTS 1, 8, AND 9, AND THE SOUTH 29.52 ACRES OF LOT 10, R.B. CURRY SURVEY No.4, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 23, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO ASSUMPTION WARRANRY DEED RECORDED IN VOLUME 1730, PAGE 28, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A COTTON PICKER SPINDLE SET AT THE INTERSECTION OF THE CENTERLINE OF TEX-MEX ROAD AND SUNFLOWER ROAD FOR THE NORTHEAST CORNER OF LOT 1 AND THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 00°18'29"E (DEED RECORD: S 09°37'E), ALONG THE EAST LINE OF LOT 1, 8, AND 9, AND THE CENTERLINE OF SUNFLOWER ROAD, A DISTANCE OF 2,999.27 FEET (DEED RECORD: 3,000.60 FEET; MAP RECORD: 3,000.29 FEET) TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR THE SOUTHEAST CORNER OF LOT 9 AND THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; N 80°51'W (DEED RECORD; WEST), ALONG THE SOUTH LINE OF LOTS 9 AND 10, A DISTANCE OF 3,209.72 FEET (DEED RECORD: 3,213.80 FEET; MAP RECORD: 3,215.30 FEET) TO A COTTON PICKER SPINDLE SET IN THE CENTERLINE OF DILLION ROAD FOR THE SOUTHWEST CORNER OF LOT 10 AND THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 09°14'E (DEED RECORD: NORTH), ALONG THE WEST LINE OF LOT 10, AND THE CENTERLINE OF DILLION ROAD, A DISTANCE OF 738.00 FEET TO A COTTON PICKER SPINDLE SET FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; S 80°51'E, PASSING A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET AT 20.00 FEET FOR THE EAST RIGHT OF WAY LINE OF DILLION ROAD, A TOTAL DISTANCE OF 1,742.40 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET ON THE WEST LINE OF LOT 9 AND THE EAST LINE OF LOT 10 FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; N 09°14'E, ALONG THE WEST LINE OF LOTS 1, 8 AND 9, PASSING AT 262.00 FEET THE CENTERLINE OF CURRY ROAD (NOT OPEN), PASSING A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET AT 2,200.50 FEET FOR THE SOUTH RIGHT OF WAY LINE OF TEX-MEX ROAD, A TOTAL DISTANCE OF 2,220.50 FEET TO A COTTON PICKER SPINDLE SET IN THE CENTERLINE OF TEX-MEX ROAD FOR THE NORTHWEST CORNER OF LOT 1 AND THE NORTHWEST CORNER OF THIS TRACT.

THENCE; S 80°51'E, ALONG THE NORTH LINE OF LOT 1 AND THE CENTERLINE OF TEX-MEX ROAD, A DISTANCE OF 970.16 FEET (MAP RECORD: 971.90 FEET) TO THE POINT OF BEGINNING AND CONTAINING 112.29 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH HOLLY ESTATES No.2 SUBDIVISION, RECORDED IN VOLUME 37, PAGE 180, MAP RECORDS, HIDALGO COUNTY, TEXAS.

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

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

DATE PREPARED: May 29, 2009

ALFONSO QUINTANILLA
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4856

PLAT SHOWING
A 127.89 ACRE TRACT OF LAND BEING ALL OF LOTS 2, 3, 7 & THE NORTH 10.48 ACRES OF LOT 10, E.B. CURRY SURVEY, No. 4, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 23, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO ASSUMPTION WARRANTY DEED RECORDED IN VOLUME 1730, PAGE 28, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS ATTACHED HERETO.
E VAL VERDE ROAD
E DILLION ROAD
E TEX-MEX ROAD
E CURRY ROAD (PAT SPOIL)
E SUNFLOWER ROAD
S MILE 15 1/2 NORTH ROAD
S MILE 16 NORTH ROAD
TRACT 49-1
127.89 ACRES GROSS
N 09°14' E 979.25'
N 80°51' W 1742.40'
N 09°14' E 1241.25'
S 09°14' W 2220.50'
S 80°51' E 3484.80'
BLOCK 176
LA BLANCA AGRICULTURAL COMPANY
RECORDED IN VOLUME 1, PAGE 33,
MAP RECORDS, HIDALGO COUNTY, TEXAS
BLOCK 177
LA BLANCA AGRICULTURAL COMPANY
RECORDED IN VOLUME 1, PAGE 33,
MAP RECORDS, HIDALGO COUNTY, TEXAS
BLOCK 188
LA BLANCA AGRICULTURAL COMPANY
RECORDED IN VOLUME 1, PAGE 33,
MAP RECORDS, HIDALGO COUNTY, TEXAS
HIDALGO COUNTY PRECINCT No. 4
PROJECT: SAN CARLOS DRAINAGE IMPROVEMENTS
PARCEL: HOLDING POND No. 5A
DICKERSON PHASE I PURCHASE
QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS
LAND SURVEYORS

AI-16762 **10.E.**

Status Report - Safeguard

CC REGULAR

Date:	08/04/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Status Report regarding the SAFEGuard Project

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/31/2009 08:41 AM	APRV
2	Auditor's Office		07/31/2009 05:18 PM	NEW

Form Started By: Monica Badillo Started On: 07/30/2009 05:27 PM

Final Approval Date: 07/31/2009

AI-16707 **11.A.**

Auto Settlement Check - Fred Loya Insurance

CC REGULAR

Date:	08/04/2009
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Roy Quintanilha
Department:	SAFETY DIVISION
Agenda Category:	Safety Division

Information

CAPTION

Approval to accept settlement check from Fred Loya Insurance in the amount of $4,218.32 for an auto accident with County vehicle (Precinct 1).

BACKGROUND

Date of Loss: 07/06/09
Auto Accident
Acct #: 9-1100-360-00-000-005-0-000

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/29/2009 08:57 AM	APRV
2	Erika Zamora	Erika Zamora	07/30/2009 09:40 AM	APRV
3	Auditor's Office		07/31/2009 05:18 PM	NEW
Form Started By: Aida Alvarez			Started On: 07/29/2009 08:38 AM	
Final Approval Date: 07/31/2009				

AI-16656 **12.B.**

CIHCP - Human Services

CC REGULAR

Date:	08/04/2009
Submitted By:	Dairen Sarmiento, HEALTH & HUMAN SERVICES DEPT.
Submitted For:	Dairen Sarmiento
Department:	HEALTH & HUMAN SERVICES DEPT.
Agenda Category:	Health & Human Services Dept.

Information

CAPTION

Indigent Health Care Program:
1. Approval to pay invoices submitted by UTMB AT GALVESTON for health care services provided to the Indigent Health Care Program in the amount of $7,693.95 with authority for County Treasurer to issue check after review, audit and processing procedures are completed by the County Auditor.

2. Approval of 2009 interdepartmental transfer within the Indigent Health Care Program (1249) from program no 004 to program no 003 in the amount of $7,693.95.

3. Approval to reduce $7,693.95 from 1st quarter UPL drawdown fiscal year 2010.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1249-444-00-240-003-9-899

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

BUDGETARY IMPACT:

Funding pending approval of interdepartmental transfer in the amount of $7,693.95.

FISCAL YEAR: 2009 **ACCT. #:** 9-1249-444-00-240-004-9-843

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

BUDGETARY IMPACT:

Transfer from Program 004 to 003 in the amount of $7,693.95. Funding available as of 7/31/09.

Attachments

Link: UTMB report

Link: interdept transfer

Link: attestation form

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/24/2009 10:39 AM	APRV
2	Manuel Chapa	Manuel Chapa	07/31/2009 10:13 AM	APRV
3	Auditor's Office		07/31/2009 05:18 PM	NEW

Form Started By: Dairen Sarmiento

Started On: 07/23/2009 04:49 PM

Final Approval Date: 07/31/2009

PAYMENTID	MR#	ACCT #	PROVIDER	PROVIDER TAXID	PROGRAM	SERVICE START	BILLED	PAID	BATCH	STATUS	DRG CODE
329364	14845	30001469855	UTMB AT GALVESTON	244694	Hidalgo CIHCP	6/8/2009	($14,796.06)	($7,693.95)	UTMB-08-04-2009	paid	741

DATE: July 31, 2009

2009
Transfer

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Department of Budget & Management for Health Dept. - Indigent Health Care Program

AI# 16656

ACCOUNT NUMBER: 9-1249-444-00-240-00X-9-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
9-1249-444-00-240-004-9-843	UPL FY 2008-2009-AID TO NONGOVT AGENCY	(7,693.95)
9-1249-444-00-240-003-9-899	INDIGENT FY 2008-2009-CONTINGENCY	7,693.95
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:
Transfer needed to fund UTMB at Galveston in the amount of $7,693.95.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

Hidalgo County Health and Human Services Department
Indigent Health Care Program Weekly Vendor Payment Attestation

I attest that the payment amounts inputted by my staff into the Chassis software system for the Indigent Health Care Program for the vendor payments to be approved by the Commissioners' Court on 8/4/2009 have not been previously paid. The electronic file being submitted to the County Auditor's office to process the vendor payments for the above mentioned weekly check run has been reconciled to the payment information from the Chassis software system.

In addition to physically screening all incoming invoices for duplication, I submit the following checklist of steps taken by my office to insure that duplicate payments are not being made.

Amount to be paid by the County Auditor's Office $7,693.95
(Per electronic file by the Hidalgo County Health and Human Services Department generated by CHASSIS system for payment information)

Amount to be paid (Per the Payment Itemization Report $7,693.95
from the Chassis software. The amount must agree with the total on the electronic file being provided to the Auditor's Office.)

The Hidalgo County Health & Human Services staff has compared each invoice being processed for payment this week against the vendor name, vendor number, amount, pay date, and service date, as shown on the Chassis software's "Payment Itemization Report by the reviewer. The reviewer has signed and dated page one of said report.

The report is being submitted to the Auditor's Office with the electronic file. Yes

For this week's payment, was the duplicate invoice test run on a daily Basis? (Yes or No) Yes

All possible duplicates were investigated and when appropriate were deleted from the Chassis software system before the diskette for the Auditor's Office was generated.

Karen Sarmiento 7/24/09

Approved by Human Services Director Date

Complete this form on a weekly basis & send to the County Auditor's Office with the electronic file for payment.

HCCS - Hidalgo County Indigent Health Care Program

Provider Payment Itemization

7/24/2009

Batch Record: BatchID=243 Updated 7/24/2009 9:34:32 AM by Dairen.Sarmiento

Edit

Provider Payment Itemization
Explanation of Benefits for Batch # UTMB-08-04-2009
8/4/2009

There are 1 total payments consisting of a total of 1 payment lines. The Billed total is ($14,796.06); the Paid total is ($7,693.95); the difference is ($7,102.11). You may also view results in Client Itemization, Accounting Itemization, Health Care Services Record, or Excel®.

The following Providers have payments in this itemization:

1. UTMB AT GALVESTON (View Payment Itemization) (List Batch Payments)

AI-16747 **13.A.**

Approval of the 2009 Interlocal Cooperation Agreement
CC REGULAR

Date:	08/04/2009
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

Fire Marshal's Office:
Discussion and approval of the following 2009 Interlocal Cooperation Agreement:

1. Edcouch Fire Department

BACKGROUND

2009 Rural Fire Services Cooperative Agreement approved by CC 04/28/09 (AI-15198).

(1) original copy for Edcouch Fire Dept.

Fiscal Impact

FISCAL YEAR: 9 **ACCT. #:** 9-1100-422-20-300-005-0-841

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

BUDGETARY IMPACT:

available balance as of 07/30/09; $4,590.00

Attachments

Link: Edcouch Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/30/2009 08:36 AM	APRV
2	Roland Garcia	Rolando Garcia	07/30/2009 02:40 PM	APRV
3	Auditor's Office		07/31/2009 05:18 PM	NEW

Form Started By: Yolanda Orozco — Started On: 07/30/2009 08:23 AM

Final Approval Date: 07/31/2009

Interlocal Cooperation Agreement between _____ and Hidalgo County, Texas.

STATE OF TEXAS

COUNTY OF HIDALGO

THIS CONTRACT made on the 21st day of July, 2009, by and between the COUNTY OF HIDALGO, TEXAS, hereafter called County, and the City of Edcouch, 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 1st day of January, 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 January 01, 2009 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.

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 City of Edcouch
P.O. Box 100
Edcouch, Texas 78538

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 Edcouch

By: MAYOR

7/21/09
Date

ATTEST:

City Secretary

COUNTY OF HIDALGO

J.D. Salinas, III – County Judge

Date

ATTEST:

Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
ATLAS & HALL, LLP

By: _____
Stephen L. Crain

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: _____

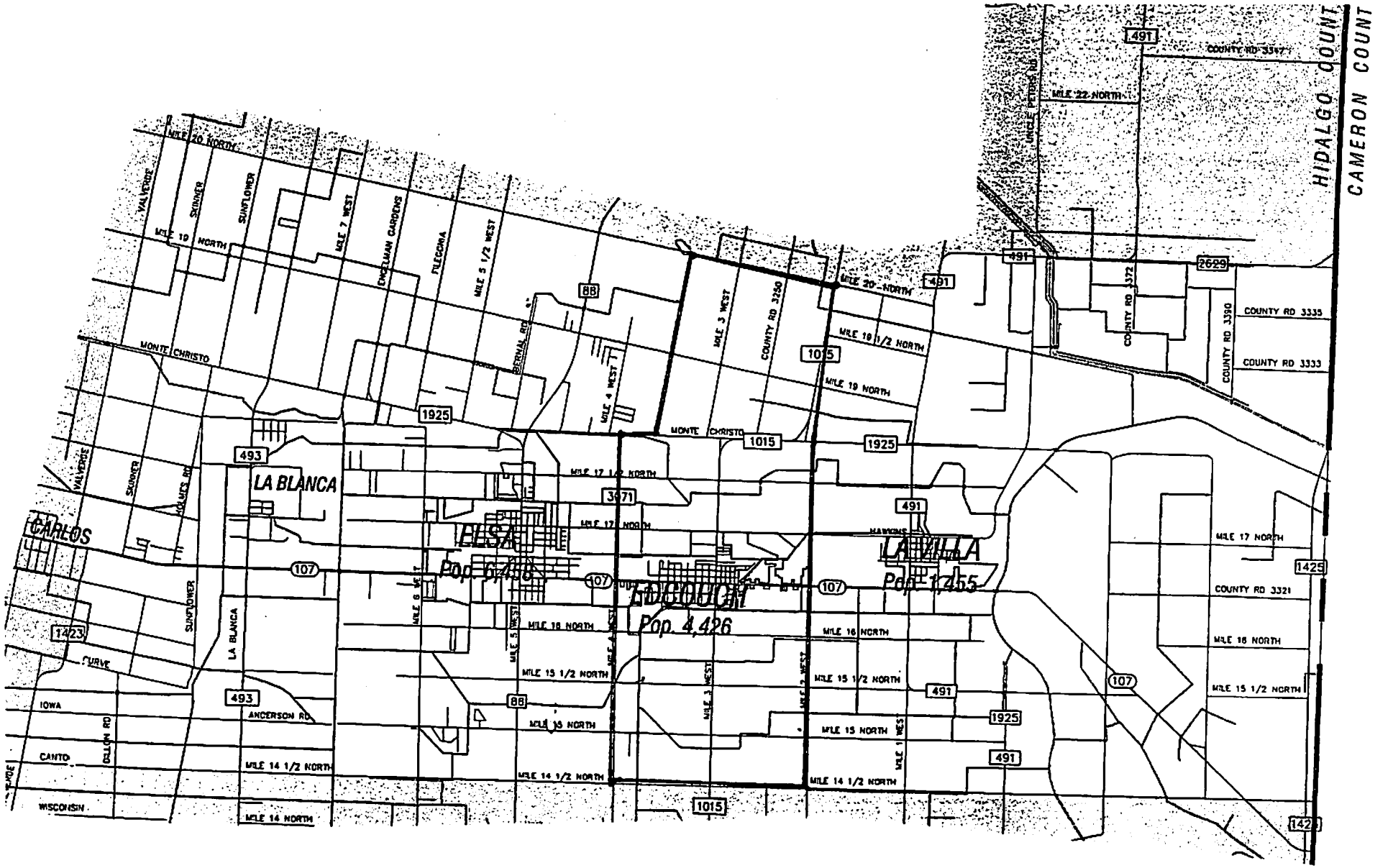
OF PERSONNEL: _____ MILEAGE (ROUND TRIP): _____ ADVISED OUNTY FIRE MARSHAL: YES ____ NO: ____

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 COUNT
CAMERON COUNT
491
COUNTY RD 3367
MILE 22 NORTH
MILE FEDDS RD
MILE 20 NORTH
VALVERDE
SUNNER
SUNFLOWER
MILE 19 NORTH
MILE 7 WEST
CHICHUAN GARDENS
TULECOMA
MILE 5 1/2 WEST
BIERMAN RD
88
MILE 3 WEST
COUNTY RD 3250
MILE 18 1/2 NORTH
1015
MILE 19 NORTH
MONTE CHRISTO
MILE 4 WEST
1925
2629
COUNTY RD 3372
COUNTY RD 3390
COUNTY RD 3335
COUNTY RD 3333
493
LA BLANCA
HOLMES RD
MILE 17 1/2 NORTH
3071
MILE 17 NORTH
CARLOS
ELSA
Pop. 6,456
LOCOCHO
Pop. 4,426
LA VILLA
Pop. 1,455
107
MILE 6 WEST
MILE 5 WEST
MILE 4 WEST
MILE 3 WEST
MILE 2 WEST
MILE 1 WEST
MILE 16 NORTH
MILE 15 1/2 NORTH
MILE 15 NORTH
MILE 14 1/2 NORTH
MILE 14 NORTH
1423
CURVE
IOWA
ANDERSON RD
DILLON RD
CANTO
WISCONSIN
1425
COUNTY RD 3321
1425
1015
142

AI-16695 **14.A.**

Water/Sewer project - City of Elsa

CC REGULAR

Date:	08/04/2009
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

The Urban County Program is requesting approval of the best and final negotiated offer and award of contract to Terracon Consultants Inc., in the amount of $5,650.00 for the Material Testing Services for a Water/Sewer Improvements Project (Construction of Lab) in the City of Elsa, utilizing Year 21 (2008) funds.

BACKGROUND

City of Elsa has negotiated a best and final offer in the amount of $5,650.00 for material testing services for the construction of a new lab at the Elsa Wastewater Treatment Plant. Commissioner's Court approved the authorization to negotiate contract on June 15, 2009. The city is recommending approval, see attached letter.

Contract Amount: $ 5,650.00

Funds Available: 2008- $ 271,293.64 Precinct No. 1 (Elsa) funds

Fiscal Impact

FISCAL YEAR: **ACCT. #:** Urban County funds

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

BUDGETARY IMPACT:

Urban County will utilize 2008 Water/Sewer Improvements-City of Elsa Funds for this project.

Contract Amount: $ 5,650.00
Funds Available: $ 271,293.64 (FY 21-2008)

Attachments

Link: water/sewer project

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/28/2009 01:09 PM	APRV
2	Perla Lopez	Perla Lopez	07/30/2009 10:15 AM	APRV
3	Auditor's Office		07/31/2009 05:18 PM	NEW

Form Started By: Estella Webber

Started On: 07/28/2009 11:52 AM

Final Approval Date: 07/31/2009

Terracon

July 27, 2009

City of Elsa
P.O. Box 427
Elsa, Texas 78543

Attention: Mr. Juan Cedillo, City Manger

Telephone: (956) 262.2127
Fax: (956) 262.5002

Re: Best and Final Offer for
Construction Materials Quality Control Testing
Elsa-Water/Sewer Improvements (Wastewater Plant FY 16)
15th Street & Milan Street
Elsa, Texas
Terracon Proposal No. P88090192

Mr. Cedillo:

In regards to Terracon Consultants, Inc. (Terracon) proposal no. P88090192 dated July 8, 2009 for Construction Materials Quality Control Testing Services at the Elsa-Water/Sewer Improvements (Wastewater Plant FY 16), the estimated cost of $5,650 to conduct the project is our *Best and Final Offer.*

We appreciate the opportunity to provide this proposal and look forward to working with you on this project. If you should have any questions or comments, please call us to discuss.

Sincerely,
TERRACON CONSULTANTS, INC.

Murphy G. Scurry, P.E.
License No. 101265
mgscurry@terracon.com

Alfonso A. Soto, P.E., Principal
License No. 94153
aasoto@terracon.com

CITY OF ELSA

July 27, 2009

Lupita V. Garcia
Coordinator
Hidalgo County Urban Program
1916 Tesoro Blvd
Pharr, Texas 78577

RE: Selection of Terracon Consultants, Inc

Dear Ms. Garcia:

Be advised that in their regular meeting held on Tuesday, July 21, 2009, the Elsa City Council approved the selection of Terracon Consultants, Inc. for testing services in the agreed amount of **$ 5,650.00.** Please forward our recommendation to the Hidalgo County Commissioner's Court for consideration and approval.

Terracon Consultants will provide testing services in the construction of the new lab, Year 16 Water / Sewer Improvements.

If you require additional information, please feel free to contact my office.

Sincerely,

JUAN CEDILLO

JUL 27 2009

P. O. BOX 427 • ELSA, TEXAS 78543 • PHONE (956) 262-2127 • FAX (956) 262-5002

The City of Elsa is an Equal Opportunity Employer and does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services

CONTRACT AGREEMENT FOR MATERIAL TESTING SERVICES

BETWEEN

COUNTY OF HIDALGO- URBAN COUNTY PROGRAM

and

TERRAC ON CONSULTANTS, INC.

PREPARED ON (7-27-09)

For

MATERIALS TESTING SERVICES

(PRECINCT NO. 1 (ELSA) – Year 21 (2008)
WATER/SEWER IMP.

(Construction of new water treatment lab)

CONTRACT AGREEMENT
FOR
MATERIALS TESTING SERVICES
(PRECINCT NO. 1 (ELSA) – Year 21 (2008)
WATER/SEWER IMP.

HIDALGO COUNTY-URBAN COUNTY PROGRAM

STATE OF TEXAS
COUNTY OF HIDALGO

PART I – PARTIES AND SERVICES

This agreement is made on **August 4,** in the year **2009,** between **County of Hidalgo-Urban County Program,** hereinafter called the **Client**, and **Terracon Consultants, Inc.** hereinafter called the **Laboratory**, for **Materials Testing Services**, hereinafter called the **Services**.

Hidalgo County-Urban County Program has received CDBG funds from the U.S. Dept. of Housing and Urban Development to be used by Urban County Participants. It is understood and agreed that the Party's obligation under this Agreement is contingent upon the actual receipt of adequate federal funds to meet the liabilities under this Agreement.

The **Laboratory** agrees to compliance with the following Executive orders, Titles and Program Regulations, including any additional requirements that may be set forth by the Party.

a. Title VI of the Civil Rights Act - requires that no one may be denied access to benefits from projects which receive federal assistance.

b. Section 109 of the Housing and Community Development Act of 1974 - Nondiscrimination related to benefits from projects funded specifically under Title I of the Act.

c. Section 3 of the HUD Act of 1968 - requires that maximum effort be made to provide employment, training, and business opportunities to low income families and/or residents of the project area.

d. The **Laboratory** shall give the United States Department of Housing and Urban Development, the Inspector General, the Comptroller General of

the United States, the Auditor of the State of Texas, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by **Laboratory** pertaining to this Agreement. Such rights to access shall continue as long as the records are retained by Engineer. Engineer agrees to maintain such records in an accessible location for a period of three (3) years.

e. Executive Order 11246 (paragraph a-c for contracts under $10,000; paragraphs a-g for contracts over $10,000) - Equal Employment Opportunity.

Executive Order 11246. Executive Order 11246 and the regulations issued pursuant thereto (24 CFR Part 130) which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federal or federally assisted contracts. Such consultants or subcontractors shall take affirmative action to ensure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation and selection for training and apprenticeship.

Equal Employment Opportunity for Activities and Contracts not Subject to Executive Order 11246, as amended. In carrying out the program, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The **Laboratory** shall take affirmative action to ensure that applicants for employment are employed and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not limited to the following: Employment, upgrading, demotion, or transfer; recruitment or other forms of compensation; and selection for training, including apprenticeship. The Engineer shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this paragraph in all of its contracts for program work and will require all of its consultants for such work to incorporate such requirements in all subcontracts for program.

Interest of Certain Federal Officials: No member of or Delegate to the Congress of the United States and no Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

Interest of Members, Officers, or Employees of Public Body, Member of Local Governing Body, or other Public Officials: No member, officer, or employee of the County or City, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure for one year thereafter, shall have any interest, direct or indirect, to be performed in connection with the program assisted under the Agreement. The **Laboratory** shall incorporate or cause to be incorporated in all such interest pursuant to the purpose

of this Section.

PART II – FEES

The fees for **Services** rendered shall be in accordance with the attached Attachment B, entitled **"Schedule of Fees for Professional Services."**

PART III – TERMS AND CONDITIONS

ARTICLE 1. SERVICES – LABORATORY SHALL:

1.0 Perform Geotechnical & Construction Material Testing Services for Hidalgo County –Urban County Program as identified in Attachment A "Scope of Services".

1.1 Act for the **Client** in a professional manner, using the degree of care and skill ordinarily exercised by, and consistent with the standards of the Profession.

1.2 Provide only those **Services** that, in the opinion of the **Laboratory**, lie within the technical and professional area of expertise of the **Laboratory** and which **Laboratory** is adequately staffed and equipped to perform.

1.3 Perform all technical services under the general direction of a Licensed Professional Engineer registered in the State of Texas and in substantial accordance with the basic requirements of the appropriate Standards of the American Society for Testing and Materials, where applicable, or other standards as designated by the **Client.**

1.4 Promptly submit all formal construction materials test reports for all tests, observations and services performed indicating where applicable, compliance with project specifications or other documents. Such reports shall be complete and factual. Such reports shall cite the test performed, methodology employed, test values obtained, and locations where tests were preformed.

1.5 Promptly submit formal geotechnical reports for geotechnical explorations requested by the **Client**. Such reports shall contain a site plan with the boring locations indicated, boring logs, a report of the results of laboratory testing, and contain design recommendations pertaining to the planned construction.

1.6 Employ testing equipment and machines which have been calibrated within a period not exceeding twelve (12) months from the time of use by devices of accuracy traceable to the National Institute for Standards and Technology (NIST) of the United States Department of Commerce, and submit upon request by the Client, documentation of such calibration.

1.7 Report Distribution and Ownership

1.7.1 Laboratory will consider all reports to be the confidential property of the **Client**, and will distribute reports only to those persons, organizations or agencies as designated in writing by the **Client** and its authorized representative.

1.7.2 **Client** acknowledges the **Laboratory's** documents as instruments of Professional service. Nevertheless, the plans and specifications prepared under this agreement shall become the property of the **Client** upon completion of the work and payment will be made in full of all monies due to the **Laboratory**. The **Client** shall not re-use or make any modification to the reports without prior written authorization of the **Laboratory**. Any unauthorized use reuse of the documents will be at the **Client's** sole risk.

1.8 **Laboratory** will retain all pertinent records relating to services performed for a period of 5 years following submission of all reports, during which period the records will be made available to the **Client** within a reasonable time.

ARTICLE 2. CLIENT'S RESPONSIBILITIES-Client or its authorized representative shall:

2.1 Provide the **Laboratory** with all the plans, specifications, addenda's change orders, approved shop drawings and other information for the proper performance of the **Laboratory**.

2.2 Designate in writing those persons or firms who are authorized to receive copies of **Laboratory's** inspection and test reports.

2.3 Advise **Laboratory** sufficiently in advance of any operations so as to allow for assignment of personnel by the Laboratory for completion of the required service. Such advance notice shall be in accordance with that established by mutual agreement of the **Client** and **Laboratory**.

2.4 Direct any Contractor where testing is to take place, either by construction contract or direct written order to:

(a) Secure and deliver to **Laboratory**, at no cost to **Laboratory**, preliminary representative samples of materials it proposes to use which require laboratory testing.

(b) Furnish such casual labor and all facilities needed by the Laboratory to obtain and handle samples at the testing site and to facilitate the specified inspection of tests.

(c) Provide and maintain for the use of the **Laboratory**, adequate space at the material testing site for safe and secure storage and proper curing of test specimens that must remain on the project site prior to laboratory testing.

ARTICLE 3. GENERAL CONDITIONS

3.1 **Laboratory**, by the performance of services covered hereunder, does not in any way assume, abridge or abrogate any of those duties, responsibilities or authorities with regard to construction materials testing customarily vested in applicable project architects or engineers, or any other design professionals, agencies or authorities.

3.2 **Laboratory** shall not be responsible for acts of omissions of any party or parties involved in the design of any project where material testing is to take place or the failure of any Contractor or Subcontractor to construct any aspect of such project in accordance with recommendations contained in any correspondence or verbal recommendation issued by **Laboratory**.

3.3 **Laboratory** is not authorized to revoke, alter or relax, enlarge or release any requirements of the Client's specifications or other documents nor to approve or accept any portion of the work, unless specifically authorized in writing by Client or his authorized representative. **Laboratory** shall not have the right of rejection or the right to stop the work, except for such periods as may be required to conduct sampling, testing, or inspection of operations covered by the **Agreement**.

3.4 Either party may terminate this **Agreement** on thirty (30) days written notice or by mutual agreement. If this **Agreement** is terminated by either party, **Laboratory** shall be paid in full for all services performed through the termination date, and the **Client** shall be provided with a complete report of the results of tests and analysis conducted prior to termination of **Agreement**.

3.5 Neither **Client** nor **Laboratory** may delegate, assign, sublet or transfer his duties or interest in this Agreement without the written consent the other party.

3.6 The only warranty made by **Laboratory** in connection with its service performed hereunder is that it will use the degree of care and skill as set in Article I above. No other warranty, expressed or implied, is made or intended for services provided hereunder or furnishing oral or written reports of findings made.

3.7 Successors and Assigns.

3.7.1 **Client** and **Laboratory** each binds themselves and their partners, successors, executors, administrators, assign legal representative to the other party to this **Agreement** and to the partners, successors, executors, administrator, assigns and legal representative of such other party in respect to all covenants, agreements, and obligations of this **Agreement**.

3.7.2 Neither **Client** or **Laboratory** shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this **Agreement** without the written consent of the other except as stated in paragraph 3.7.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an Assignment, no assignment will release or discharge the assignor from any duty or responsibility under this **Agreement**. Nothing contained in this Paragraph shall prevent **Laboratory** from employing such independent Consultants, associates and subcontractors, as he may deem appropriate to assist him in the performance of services hereunder.

3.7.3 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than the **Client** and **Laboratory**.

3.8 Non Binding Mediation

3.8.1 In the event of a dispute or claim between **Laboratory** and **Client** arising out of or related to this Agreement, both parties agree to submit to a Non-Binding Mediation with the hope of achieving a satisfactory resolution prior to proceeding with formal litigation processes, including the filing of claims against parties (unless a failure to file causes waiver or loss of rights or subsequent action).

3.8.2 Such Non-Binding Mediation shall be conducted by a mediator and rules agreed to by both parties. Both parties shall mediate through a selected and mutually agreed to senior representative of each respective party.

3.8.3 Both the **Laboratory and Client** will bind their respective consultants, contractors, vendors, fabricators, and suppliers involved in this Project to contracts which will provide similar Non-Binding Mediation as the primary dispute resolution method to other agreements.

3.9 Indemnity

3.9.1 The Owner will require the Laboratory, in connection with work produced under this agreement, to hold harmless and indemnify the Client, and each of its officers, agents and employees, from any and all liability claims, losses, or damage arising out of or alleged to arise from Laboratory's negligence in the performance of the work described in this agreement.

ARTICLE 4. INSURANCE

The **Laboratory** shall obtain and keep in force during the term of its engagement on the Project, the insurance as follows:

4.1 Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to Hidalgo County-Urban County Program.

4.2 Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4.3 A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability Insurance Policy providing additional coverage to all underlying liabilities of County consistent with potential exposure of County under the Texas Tort Claims Act;

4.4 Workers Compensation Insurance in amount established by Texas law, under the bidder is specifically exempted from the Texas Worker's Compensation Act, Texas Labor Code Chapter 401, et. seq.

4.5 All insurance policies must be written by an insurance company or companies acceptable to the Party.

4.6 Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000.00) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

ARTICLE 5. PAYMENTS:

5.1 **Client** will pay **Laboratory** for Services rendered while work is in progress as executed through a lump sum fee For each **Request for Payment**, the **Laboratory** shall prepare and submit to the **Client** monthly progress reports in sufficient detail to support the progress of the work done.

ARTICLE 6. EXTENT OF AGREEMENT:

6.0 After execution of this **Agreement**, the **Laboratory** shall proceed with work, only as authorized by the **Client** through a formal **NOTICE TO PROCEED**.

6.1 The **Agreement**, including these terms and conditions, represents the entire agreement between the **Client** and **Laboratory** and supercedes all prior negotiations, representations or agreements, written or oral. The **Agreement** may be amended only by written instrument signed by **Client** and **Laboratory**.

6.2 The **Agreement** shall remain in force for the duration of the project from the date this agreement is signed by all parties.

ARTICLE 7. APPLICABLE LAW:

7.1 The laws of the State of Texas shall govern the **Agreement**. Venue shall be in County of Hidalgo.

ARTICLE 8. ATTORNEY FEES:

8.1 In the unlikely event that a dispute occurs and is litigated, or a cause of action in the law or equity is filed concerning the operation, construction interpretation or enforcement of this agreement, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including but not limited to court costs, deposition fees, and expert witness fees, out of pocket expenses and travel expenses which are incurred by the prevailing party.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first written above.

LABORATORY:	**CLIENT:**
Jorge A. Flores	Diana R. Serna, UCP Director
Terracon Consultants, Inc. 1506 Mid-Cities Drive Pharr, Texas 78577	Hidalgo County-Urban County Program 1916 Tesoro Blvd. Pharr, TX 78577

APPROVED AS TO FORM:

BY: STEVE CRAIN- ATLAS & HALL
DATE: : 2-19-2008

AI-16773 **15.A.**

Bid awards and contracts

CC REGULAR

Date:	08/04/2009
Submitted By:	Angela Garcia, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Head Start

Information

CAPTION

Discussion/approval of Bid Awards and Contracts for Low Bidders Meeting all Specifications for:

1. Air Conditioning Maintenance and Repair Bid #2009-04-036
2. Plumbing Repair Bid #2009-04-037
3. Lawn Care Services Bid #2009-04-038

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact.

Attachments

Link: back-up

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/31/2009 01:37 PM	APRV
2	Roland Garcia	Angela Garcia	07/31/2009 04:54 PM	APRV
3	Perla Lopez	Perla Lopez	07/31/2009 05:00 PM	APRV
4	Auditor's Office		07/31/2009 05:18 PM	NEW
Form Started By: Angela Garcia			Started On: 07/31/2009 01:21 PM	
Final Approval Date: 07/31/2009				

Hidalgo County Head Start Program
Policy Council Agenda Request

DATE: July 15, 2009

SUBJECT: Discussion/Approval of Bid Awards and Contracts to low Bidders Meeting All Specifications for:

1. Air Conditioning Maintenance & Repair- Bid #2009-04-036
2. Plumbing Repair- Bid #2009-04-037
3. Lawn Care Services- Bid #2009-04-038

RATIONALE/NEED: Contract must be secured in order to continue services to all Head Start Facilities.

RECOMMENDATION: Administration recommends approval of Bid Awards to:

(1) Air Conditioning Maintenance & Repair- RBC Services
(2) Plumbing Repair- Mike's Plumbing & Electrical, Inc.
(3) Lawn Care Services- I Want You Lawn Care

COST: Yearly Estimated Cost:

(1) $25,000 - Air Conditioning Maintenance & Repair
(2) $25,000 - Plumbing Repair
(3) $25,000 - Lawn Care Services

RELATED INFORMATION INCLUDED: Memo/Contracts

* *

INITIATED BY: Ambrosio Tovar, Procurement Director

REVIEWED BY: Mr. Edmundo Garcia, Assistant Director

PROGRAM DIRECTOR'S APPROVAL: _____

HIDALGO COUNTY HEAD START PROGRAM

P. O. BOX 0117 ♠ EDINBURG, TEXAS 78540♠ TEL: (956) 383-0706 ♠ FAX: (956) 380-2588

To: Edmundo Garcia, Assistant Program Director

From: Ambrosio Tovar, Procurement Director

Date: June 1, 2009

Subject: RFB-AC Maintenance & Repairs/Plumbing Repairs/Lawn Care

We have opened the bids for the Air Conditioning Maintenance & Repairs, Plumbing Repairs, and Lawn Care. We received several bids for each category with the exception of the plumbing bid which we only received one (1). The following vendors are being recommended on the basis that they have submitted the lowest and best bid. Attached is a listing of all bids submitted.

The following is a recap of the bids recommended for approval.

Air Conditioning Maintenance & Repairs	2009-04-036	RBC Services	$45.00/Hr. 17.5% Mark-Up on Parts
Plumbing Repairs	2009-04-037	Mikes Plumbing & Electrical, Inc.	$75.00/Hr. 30% Mark-Up on Parts
Lawn Care	2009-04-038	I Want You Lawn Care	$70.00/Month Per Center

We will prepare an agenda item for the PC meeting of July 2009. Should there be any questions, please let me know.

Thank You.

RFB 2009-04-036
AIR CONDITIONING AND MAINTENANCE

• RBC SERVICES 300 N. Alamo Rd. Alamo, TX 78516	(Rudy Cantu) (956) 223-0786	$45.00 per hour 17.5% mark up for parts
• HECTOR'S AIR CONDITIONING 2616 N. 6th St. McAllen, TX 78501	(Hector Becerra) (956) 648-1417	$50.00 per hour 17.5% mark up for parts
• WYE DELTA MECHANICAL LLC 410 E. 9th St. Mission, TX 78572	(Roel Garza) (956) 533-2255	$85.00 per hour 35% mark up for parts

RFB 2009-04-037
PLUMBING REPAIRS

• MIKES PLUMBING & ELECTRICAL, INC P.O. BOX 3285 McAllen, TX 78501	(Kris Losoya) (956) 686-1353	$75.00 per hour 30% mark up for parts

RFB 2009-04-0038
LAWN CARE

• I Want You Lawn Care. 1206 E. Helmer St. Pharr, TX 78577.	(Eladio Pruneda Jr.) (956)-904-6636	$70.00 per center/month
• Lawn Care Experts. P.O. BOX 3878 Edinburg, TX 78540.	(Alberto De Leon) (956)-792-6614	$90.00 per center/month
• RGVC Enterprise P.O. BOX 1566 Edinburg, TX 78540	(Deanna L. Chapa) (956)-460-4290	$342.00 per center/month
• Native Land Design 301 Brushy Creek Rd Ste. 108 Cedar Park, TX 78613	(Rogelio De Leon) (512) 918-2271	$150.00 per center/month
• Rincones Group P.O. Box 269 Sebastian, TX 78594	(Hilario Rincones) (956)-347-5258	$79.50 per center/month

Air Conditioning Maintenance & Repair

Bid #2009-04-036

RBC Services

CONTRACT FOR SERVICES
BID # 2009-038-07-21

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

THIS AGREEMENT (The "Agreement") is made effective the **1st** day of **September, 2009** by and between the HIDALGO COUNTY HEAD START PROGRAM, (hereinafter "The Program") a federally funded program under the auspices of HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas and **RBC SERVICES** (hereinafter "Provider") to serve at the pleasure of the Program. This Contract for Services may be extended for an additional year upon mutual agreement based on the same terms by the parties and terminating the **31st** day, of **August, 2011.**

WITNESSETH:

WHEREAS, Program requires certain services which Provider to provide, a description of each service is attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, the Provider has agreed to provide the services enumerated in this Agreement for the Program; and

WHEREAS, the Program is the recipient of certain federal funds to be utilized for the provision of services to the students of the Program; and

WHEREAS, Program desires the services and repairs to be provided by the Provider; and

WHEREAS, the Provider will service and repair program facility and grounds on the terms and conditions hereinafter set forth; and

NOW, THEREFORE, in consideration of the foregoing and the following Provider and Program agrees as follows:

A. 1. Provider represents that (s)he is licensed by the State of Texas if licensing is required, and is qualified to perform and execute services provided in this Agreement. If such license is suspended or revoked, this Contract shall terminate instanter. The Provider shall immediately notify the Program of suspension or revocation of its license.

2. The Provider shall prepare, maintain and submit all records that are designated, required or prescribed by the Program, federal grantor agency, or County of Hidalgo. In addition, the Provider shall permit the Program, the Department of Health and Human Services and the County of Hidalgo to audit or inspect records and reports, review services and /or evaluate the performance of the services provided hereunder at any reasonable time. The Provider shall provide access to all its records, books, reports and other pertinent data and information needed to accomplish reviews of activities, services and expenditures of the Program.

3. In consideration for the above and foregoing, the Provider shall submit a monthly billing statement to the Program at:

Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, Texas, 78540

Said statement must provide an itemized list of services rendered to the Program during the statement period. Upon receipt of said statement, the Program shall process the requisition for payment in the usual customary manner utilized by the Program. The Provider shall be compensated based on the Program's fee schedule, a copy of which is attached and marked as Exhibit "B" hereto.

4. The Provider must comply with all applicable Program and Hidalgo County policies. Notwithstanding the foregoing sentence, the Provider represents and maintains that (s)he is an independent provider and is not an employee of the Program, Hidalgo County, Texas, or any agency thereof, and further represents and warrants that (s)he does not desire nor shall request any fringe benefits provided to employees of the Program, Hidalgo County, Texas, and/or agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. The Provider agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received pursuant to this Agreement.

5. The Program and the Provider agree that either party may terminate this contract at any time for any reason or no reason at all upon the giving of thirty (30) days prior written notice to the other party. Proper notice will be submitted through certified letter to:

Teresa Flores, Executive Director
Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, Texas 78540-0117

OR

RBC SERVICES
300 N. ALAMO RD.
ALAMO TX, 78516

6. Provider agrees to insure himself/herself for professional liability, premises liability and auto liability insurance covering not only the provider but also his/her employee's activities and services to the Program in cover limit(s) not less than the minimum amounts prescribed by the Texas Tort Claims Act, §101.001, et seq., Texas Civil Practices and Remedies Code. Provider shall furnish the

Program a certificate issued by their insurer that such insurance is in full force and effect.

7. Except as otherwise herein provided, the Provider may not assign the obligations or rights under this Contract to any person without the prior written consent of the Program.

B. The Provider's employees, if any, who perform services for the Program under this Agreement shall be bound by the provisions of the terms of this Agreement. At the request of the Program, the Provider shall provide adequate evidence that such persons are the Provider's employees.

C. The Provider will indemnify and hold harmless and defend the Program and the County of Hidalgo, its employees, officers and agents from any and all claims, actions, liability, and expenses including all cost of judgments, settlements, court cost, and attorney's fees regardless of the outcome of such claim(s) or action(s) caused by, resulting from, or alleging negligent or intentional acts or omissions or any failure to perform any obligation undertaken or any covenant in this Agreement; whether such act, omission, or failure to perform any obligation undertaken or any covenant in this Agreement, whether such act, omission, or failure was caused by Provider's or that of any person providing services hereunder through or for Provider. Upon written notice from the County and the Program, Provider will resist and defend at its own expenses, and by counsel reasonably satisfactory to the County and the Program, any such claim(s) or action(s).

D. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performance in Hidalgo County, Texas.

E. 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.

F. Contract Extension. Hidalgo County Head Start Program reserves the right to extend this agreement for an additional ninety (90) days from the date of termination (August 31st, 2010) of the Contract period at the same rate and terms provided in this agreement. A thirty (30) day written notice of intention to extend will be provided prior to expiration of this Agreement by Hidalgo County Head Start Program.

G. No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

H. Provider will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing the services under this Agreement or in the selection of associates, employees, or independent providers.

I. Provider will perform its services at all times in compliance with federal, state, and local laws, rules and regulations, the policies, rule and regulations of the Program, and all currently accepted and approved methods and practices of the professional specialty relating to the services.

IN WITNESS WHEREOF, the parties have caused their names to be hereunto subscribed personally or by a duly authorized officer of agent of each party, effective the day and year first written above. EXECUTED as of the day and year first written above.

PROVIDER:
RBC SERVICES

BY: _____
(Provider's Name)

_____
(Print Name)

_____
(Title)

HIDALGO COUNTY HEAD
START PROGRAM

BY: _____
J.D. Salinas, County Judge

BY: _____
Teresa Flores, Executive Director

BY: _____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
OXFORD & GONZALEZ

By:_____
Ricardo Gonzalez

APPROVED AS TO FORM:
ATLAS & HALL, L.L.P.

By:_____
Stephen L. Crain

HIDALGO COUNTY HEAD START PROGRAM
AIR CONDITIONING SERVICE

EXHIBIT A

Description of Services

The following work is required on an as needed basis:

Cleaning all components, removing dust, old lubricants or contaminants to allow equipment to function as designed.

Overhaul equipment and devices not in proper working order.

Replace equipment, devices, system, compressors, or components not in proper working order.

Company to provide the required preventive maintenance to reduce shipments of repairs utilizing this "Emergency Repair" delivery service.

Parts requiring replacement shall be the newest design available provided they are compatible with end-use equipment and functionally equivalent.

Steam cleaning of fan and coil units is not routine service. Cleaning shall be conducted outside normal operating hours to prevent building temperature extremes and inconvenience to building occupants. Cleaning shall be coordinated with the Field Operation Director or designated department head.

EMERGENCY CALLS

Contractor shall provide emergency service at no additional cost, in addition to normal maintenance and repairs as follows:

(a) Emergency response within two (2) hours after call, on a twenty four (24) hour a day basis, everyday, including weekends and holidays.
(b) Contractor shall provide a current list of individuals responsible for providing emergency calls, to Hidalgo County Head Start Program Field Operations Director or designated representative.
(c) Automatic telephone answering or recording device numbers are not acceptable. One additional telephone number of someone within the company management structure shall also be given. The additional number is not to be used unless there has been no response to emergency calls within (2) hours.
(d) Emergency service requests may only be made by the Field Operations Director or designated representatives; a copy of such listing shall be provided to vendor.

Exhibit A, Description of services (Cont.)

ACCESS TO BUILDINGS: Field Operations Director designated representative of Hidalgo County Head Start Program Field Operations Director shall establish mutually agreeable schedule for performance of routine service calls, schedule of normal operating hour's points of access, and other information necessary to insure optimum convenience to all concerned.

BILLING SPECIFICATIONS: Invoices must be submitted to the Field Operations Department on a weekly basis. The following information must be listed on the submitted invoice.

1. Center Location
2. Date
3. Description of Repair (s) being performed
4. Labors Price
5. Serial Number of unit which was worked on
6. Parts – Price
7. Parts Mark–up Price
8. Purchase Order
9. Confirmation Signature form Center Director

HIDALGO COUNTY HEAD START PROGRAM
AIR CONDITIONING SERVICE

EXHIBIT B

Fee Schedule

Air Conditioning Repair: $ 45.00 per hour.

Parts Mark Up: 17.5 %

REQUEST FOR BID (RFB) CHECKLIST

HIDALGO COUNTY HEAD START PROGRAM
"AIR CONDITIONING MAINTENANCE & REPAIR BID #2009-04-036
for Hidalgo County Head Start Program

1. Request For Bid Letter, consisting of __1__ page.
2. Request for Bid, Legal Notice, consisting of __6__ pages.
3. Specifications, Exhibit A, consisting of __5__ pages.
4. Hidalgo County Head Start Program & Center Roster/Sign-In, Exhibit B consisting of __3__ pages.
5. Insurance Requirements, Exhibit C, consisting of __3__ pages.
6. Conflict of Interest Questionnaire, Exhibit D, consisting of __3__ pages.
7. Proposer's Affidavit, Exhibit D, consisting of __1__ page.
8. Bid Page consisting of __1__ Page
9. Bidder/Vendor Application, consisting of __1__ page.
10. Historically Underutilized Business (HUB) Declaration, consisting of __1__ page.
11. Certification Regarding Debarment, Suspension consisting of __1__ page.
12. Bid Tabulation Sheet consisting of __1__ page.
13. Draft Contract consisting of __6__ pages.
14. W-9 Form (Request for Taxpayer ID) consisting of __4__ page.

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 Procurement Department by calling (956) 380-4149, to advise of missing documentation, and Procurement will forward information either through facsimile or by U.S. Mail.

Thank you.

Ambrosio Tovar

Ambrosio Tovar, Procurement Director

4-21-09

April 21, 2009

Re: **HIDALGO COUNTY HEAD START PROGRAM**

Request for Bids - "AIR CONDITIONING MAINTENANCE & REPAIR" FOR HIDALGO COUNTY HEAD START PROGRAM

Dear Respondents:

Enclosed please find a Request for Bid (RFB) packet for you review and consideration.

Hidalgo County Head Start Program welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Procurement Department 956-380-4149.

Sincerely,

Ambrosio Tovar
Procurement Director
Hidalgo County Head Start Program

Bid No: 2009-04-036	Procurement Director: Ambrosio Tovar	Tel. No: (956) 380-4149

REQUEST FOR BIDS

Hidalgo County Head Start Program
Edinburg, Texas

AIR CONDITIONING MAINTENANCE & REPAIR BID #2009-04-036
FOR
HIDALGO COUNTY HEAD START PROGRAM

April 21, 2009

Contact Person:

Ambrosio Tovar, Procurement Director
Hidalgo County Head Start Program
1901 W. State Hwy 107
McAllen, TX 78504
956-380-4149

LEGAL NOTICE

Bid No: 2009-04-036

1. Sealed bids will be received for **"AIR CONDITIONING MAINTENANCE & REPAIR" FOR HIDALGO COUNTY HEAD START PROGRAM** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth; Bidders guarantees products/services offered will meet, or exceed, the written specifications identified in the bid. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). All deviations from the specifications must be noted in writing, in detail, by the bidder at the time of submittal of the bid. Strong rationale must be presented for any deviation from the specifications. The absence of a written list of specification deviations will hold the bidder strictly accountable to the County to the specifications as written. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid. Any deviation from the specifications as written which the bidder did not previously submit prior to bid opening, as required, will be grounds for rejection of the materials/goods/services and/or equipment when delivered.

2. One (1) original and three (3) copies of bid are required with 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 enveloped and/or package, **"BID- AIR CONDITIONING MAINTENANCE & REPAIR" FOR HIDALGO COUNTY HEAD START PROGRAM** located 1901 West State Highway 107, McAllen, Texas, **on or before 2:00 p.m., on WEDNESDAY MAY 27, 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 BID.** 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 he best and most advantageous to Hidalgo County. Hidalgo County will not be responsible for miss-sent or misplaced bids.

3. Hidalgo County Head Start Program 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.

   One or more venders may be designated as approved A Primary@ and/or A Secondary@ vendors for purchases for this contract through the effective period of the award. In situations when purchasing from the Primary Vendor(s) is not in the best interest of the County (e.g., when vendor fails to meet established delivery schedules), departments may purchase from the Secondary Vendor(s)

   If a vendor is in default on an order, the County reserves the right to purchase the item in default and change the increase in price, if any, and coast of handling to the vendor. Failure to pay a damage assessment is cause for contract cancellation and/or suspension or removal of the vendor from the County's Centralized Master Bidders List (CMBL)

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County Head Start Program. Once a contract is awarded, no substitutions of products on the orders will be allowed without prior written consent from ordering department(s). Substitutions must be approved prior to shipment on a trial basis only, until original item(s) becomes available. Outstanding orders are not automatically amended by an approved substitution.

   Failure to 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. The County may purchase n the open market any commodity reported by a vendor to be on back order when the resultant delivery time is unsatisfactory. Damage may be applicable in cases of a pattern of back orders. Back orders received after the delivery scheduled date will not be accepted.

5. For work to be performed at a Hidalgo County Head Start Program 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 Head Start Program. 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. A bid cannot be altered or amended after the bid opening date and time. Any alterations made before the opening date and time shall be initialed by the bidder or the bidder's authorized agent identified in the bid.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening. No bid can be withdrawn after the bid opening date and time without approval of County. All approvals shall be based upon an acceptable written reason fro the action. Prices submitted for the bid must be current and in effect at the time of the bid opening and shall remain firm throughout the contract term, including any contract extensions. NO price increases are allowed. Vendors are required to implement immediately any price decreases, roll backs, etc. that may become available. The County must be notified in writing of any decreases for file updating purposes and notice to contract users.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the Hidalgo County Head Start Program Director or 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. Hidalgo County Head Start Program reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., Hidalgo County Head Start Program Prepaid.

12. Hidalgo County Head Start Program 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. Both unit prices and extensions must be submitted. In case of discrepancies, unit prices shall govern.

13. Funds for this procurement have been provided through the Hidalgo County Head Start Program budget for this fiscal year only. Hidalgo County Head Start 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 Hidalgo County Head Start which is payable out Purchases orders shall be generated by the Hidalgo County Head Start to the successful bidder(s). The purchase order number must appear on all itemized invoices, packing slips and delivery tickets. Hidalgo County Head Start will not be held responsible for nay orders placed/delivered without a valid, signed purchase order.

14. Upon award and prior to execution of a contract. Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Head Start Finance Department in order to establish an account with the Head Start Program. All awarded vendors must submit a complete W-9 and a copy of their Federal ID Number Certificate.

15. POST AWARD PRODUCTS DELIBERY INSTRUCTIONS:

- Materials and supplies must be shipped within 72 hours from arrival of purchase order.

- Deliveries shall be accepted between 8:00 AM and 4:30 PM, Monday-Friday, unless prior approvals for after-hours deliveries have been obtained from respective department(s) contact person(s) before delivery will be accepted, unless other delivery arrangements have been made.

- At least seventy tow (72) hours prior notice of delivery must be given to, Ambrosio Tovar, Procurement Director before delivery will be accepted, unless other delivery arrangements have been made.

Deliveries not made within delivery schedule shall be considered delinquent. Delinquent orders shall constitute a breach of contract. The vendor must notify the requesting department of orders that exceed the delivery schedule to either cancel the order or extend the delivery schedule for that order.

At least seventy-two (72) hours prior to notice of a foreseen delivery delay shall also be given to appropriate departments(s) contact person(s). The County has the right to extend the delivery date if reasons appear valid. The vendor must keep he County advised at all times of the status of the order(s). If the vendor has orders in their possession which have not been completed within the specified delivery time, the Head Start Program reserves the right to withhold issuances of further orders until all orders have been filled and acceptable assurance has been given that the event will not be repeated.

For items not in stock at the time of order, vendor is to contact respective department(s) for approval, or cancellation, of a delivery time and date.

The Head Start Program reserves the right to pick up orders during emergency situations.

If you need additional information contact information will be provided upon contract award.

16. BILLING AND PAYMENT INSTRUCTIONS:
All vendors doing business with the Head Start Program must have on file a Form W-9, Request for Taxpayer Identification Number and Certifications. A copy of this form is included fro your use and is to be submitted with your bid, if not on file.

Invoices must include:

a) Name and address of successful bidder
b) Name and address of receiving department or official (signed delivery tickets)
c) Purchase Order Number (if any)
d) Notation- "HIDALGO COUNTY HEAD START PROGRAM"
e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

Vehicle title paperwork must be properly filled out and provided at time of delivery.
The following documentation must be included:

a) Certificate of Origin (signed title, if used vehicle purchase)
b) Application for Texas Certificate Of Title (Form 130-U)
c) Odometer Disclosure Statement

Discount payment will be considered when offered. Price decreases are acceptable. Volume discount on products are acceptable by Hidalgo County Head Start Program. The Hidalgo County Head Start Program reserves the right to negotiate the price of any product listed in the catalog when large quantities are requested by a user department.

Contract person for Billing and Payment questions:

Attn: Hidalgo County Head Start Program
Elma Keller Finance Department
1901 W. State Hwy 107
McAllen, TX. 78504
(956) 383-0706

17. Schedule of Events

Bid Opening, 2:00 P.M.	Wednesday May 27, 2009
Project Award of Contract or Issuance of Purchase Order	_____, 2009
Project Commence Work or Deliver Products	_____, 2009

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 Hidalgo County Head Start Program.

- 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 Head Start Program (At the County@) to disclose in the Conflict of Interest Questionnaire (the ACIQ@) attached as Exhibit D, the vendor, person, consultant or contractor=s affiliation or business relationship that might cause a conflict of interest with the Hidalgo County Head Start Program. By law, the CIQ must be field 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 that contracts or seeks to contract with Hidalgo County Head Start Program 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 Head Start Program 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 Head Start Program office located at 1901 W. State Hwy 107 McAllen, TX 7804 – Head Start Program

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

Bids, and all goods and services provided hereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services. Vendor must provide, at no cost, at lease one (1) copy of any applicable Material Safety Data Sheets (MSDS) with each shipment during the term of the contract. If OSHA or Federal or State laws provide for additional requirements are in addition to the MSDS requirement. All items must meet all applicable OSKA standards and regulations and all electrical items must bear the appropriate listing form UL, FMRC, or NEMA.

20. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must be a well established organization and have an adequate number of trained personnel to ensure quality and performance and completion of contract within a specified time period. 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.

21. Successful bidder will pay or cause to be paid, without cost or expenses to Hidalgo County Head Start Program 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.

22. 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 Hidalgo County Head Start Program in the event of breach or default by successful bidder; Hidalgo County Head Start Program 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.

23. 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.

24. 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 Head Start Program, Texas.

25. 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 Hidalgo County Head Start Program.

Bid

"AIR CONDITIONING MAINTENANCE & REPAIR BID #2009-04-036
FOR HIDALGO COUNTY HEAD START PROGRAM

April 21st, 2009

To: Ambrosio Tovar, Procurement Director
Hidalgo County Head Start Program
1901 West State Highway 107
McAllen, TX 78504

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 Head Start Program 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 Head Start Program 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:_____

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR BIDS

"AIR CONDITIONING MAINTENANCE & REPAIR"

EXHIBIT "A"

SPECIFICATIONS

EXHIBIT "A"

HIDALGO COUNTY HEAD START PROGRAM

SPECIFICATIONS FOR AIR CONDITIONING MAINTENANCE & REPAIR

BID #2009-04-036

OBJECTIVE:

The objective of this contract is to provide full service for all **"AIR CONDITIONING MAINTENANCE & REPAIR"** for Hidalgo County Head Start Program at the facilities listed herein and to include emergency service call to keep the equipment useable and operable. Work performed shall be in accordance with manufacturer's standards. Contractor understands and agrees that this is a **"LABOR AND COST OVER PARTS"** contract and that he will supply all equipment and parts which furnish all labor, parts, materials and supplies necessary to complete this contract.

SITE VISIT:

Bidders must examine air conditioning systems to ensure they are functioning properly and are in good condition. Bidder shall not be relieved of responsibility for properly estimating cost of serviced required, or condition of existing equipment, because of his failure to investigate and inspect the equipment. The visit must be coordinated in advance with Field Operations Director for the Hidalgo County Head Start Program, or designated representative, at (956) 383-0706 ext. 217.

SPECIFICATIONS – GENERAL:

The following specifications apply to this contract:
Any job orders which are estimated to exceed $1,000.00 must be approved by the Field Operations Director prior to being performed.

BILLING SPECIFICATIONS:

All Invoices must be submitted to the Field Operations Department on a weekly basis. The following information must be listed on the submitted invoice.

1. **Center Location**
2. **Date**
3. **Description of Repair(s) being performed**
4. **Labors Price**
5. **Serial Number of unit which was worked on**
6. **Parts – Price**
7. **Parts Mark-up Price**
8. **Purchase Order**
9. **Confirmation Signature form Center Director**

LETTERS OF RECOMMENDATION:

Must submit three Letter's of Recommendation (example: schools, cafeterias, day cares, or other Governmental Entities) on services provided to any of the Entities mentioned above. Letters must be included in bid package. (Original letters only)(No copies will be accepted).

EQUIPMENT:

Attached is a list of Centers locations where the equipment will be serviced under this contract.

SEE ATTACHED LIST (Exhibit B), OF HIDALGO COUNTY HEAD START PROGRAM CENTER LOCATIONS

- The following work is required on an as needed basis:
  - Cleaning all components, removing dust, old lubricants or contaminants to allow equipment to function as designed.
  - Overhaul equipment and devices not in proper working order.
  - Replace equipment, devices, system, compressors, or components not in proper working order.
  - Company to provide the required preventive maintenance to reduce shipments of repairs utilizing this "Emergency Repair" delivery service.
  - Will require repairs on central air conditioners units with heating systems.
- Parts requiring replacement shall be the newest design available provided they are compatible with end-use equipment and functionally equivalent.
- Steam cleaning of fan and coil units is not routine service. Cleaning shall be conducted outside normal operating hours to prevent building temperature extremes and inconvenience to building occupants. Cleaning shall be coordinated with the Field Operation Coordinator or designated department head. (Upon Request)

Please list which certificates rating your company currently holds for Air Conditioning and/or Refrigeration: **PLEASE PROVIDE COPY OF LICENSE.**

1) Master
2) Journeymen
3) Apprentice

CERTIFICATE: A 0- Unlimited occurred Tons

Yes_____ No_____

CERTIFICATE: B 0-25 Tons

Yes_____ No_____

EMERGENCY CALLS

Contractor shall provide emergency service at no additional cost, in addition to normal maintenance and repairs as follows:

(a) Emergency response within two (2) hours after call, on a twenty four (24) hour a day basis, everyday, including weekends and holidays.

(b) Contractor shall provide a current list of individuals responsible for providing emergency calls, to Hidalgo County Head Start Program Field Operations Director or designated representative.

(c) Automatic telephone answering or recording device numbers are not acceptable. One additional telephone number of someone within the company management structure shall also be given. This additional number is not to be used unless there has been no response to emergency calls within (2) hours.

(d) Emergency service requests may only be made by the Field Operations Coordinator or designated representatives; a copy of such listing shall be provided to vendor.

ACCESS TO BUILDINGS:

Field Operations Director or designated representative of Hidalgo County Head Start Program Field Operations Director shall establish mutually agreeable schedule for performance of routine service calls, schedule of normal operating hours points of access, and other information necessary to insure optimum convenience to all concerned.

(a) The facilities are located at:
SEE ATTACHED LISTS OF HIDALGO COUNTY START PROGRAM CENTER LOCATIONS

(b) All keys given to Contractor must be returned within forty-eight hours (48).

GRACE PERIOD OPTION:

Hidalgo County Head Start Program reserves the right to continue this bid for an additional ninety (90) day(s) Grace Period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

INSPECTION AND ACCEPTANCE:

The Hidalgo County Head Start Program Field Operations Director, or its designated representative for each department, is hereby designated to participate in the administration of this contract to insure contractor's compliance with its technical requirements, including inspection and acceptance of the services for the Hidalgo County Head Start Program the performance site.

TERM:

The initial term of these contracts will be for one (1) year from date of award. The Hidalgo County Head Start Program may terminate the contracts upon ninety (90) days advance written notice to Contractors.

SUBCONTRACTING:

The vendor awarded the contract shall not engage the service of a subcontractor without prior written consent of Hidalgo County Head Start Program. When requesting consent from Hidalgo County Head Start Program for the retention of a subcontractor to perform services hereunder, the successful bidders must present evidence that the proposed subcontractor possesses all necessary licenses and permits to perform the services described herein, and that the subcontractor and the successful vendor have obtained the required insurance coverage and policies as required by Hidalgo County Head Start Program. Payment to subcontractor must be made by vendors.

RESPONSIBILITY OF CONTRACTOR:

(a) The vendor awarded the contract shall present evidence that vendor possesses all necessary licenses and permits to perform the services described herein, and that the successful vendor has obtained the required insurance coverage and policies as required by Hidalgo County Head Start Program. Termination, suspension or revocation of required licenses or permits are grounds for immediate termination of any awarded contract.

(b) Interested vendors must have the capabilities to address two or more repairs (jobs) at one time.

NEW SITES: The contracts will not automatically entitle vendors to any installation rights for any new buildings which may be acquired during the contract term.

AWARD: Hidalgo County Head Start Program reserves the right to award the bid on a lump sum basis to one bidder or to multiple bidders if the County determines it is in its best interest to do so.

INSURANCE: Comprehensive General Liability - Coverage shall be written on an occurrence basis. Hidalgo County Head Start Program to be additional insured on General and Pollution Liability. Coverage shall provide against the following risks:

a. Board Form Property Damage
b. Independent Contractors
c. XCU Hazards (explosion, collapse, and underground damage)
d. Contractual Liability (arising from indemnity agreement in contract)
e. Completed Operations
f. Premises & Operations
g. Pollution - $ 500,000 Per Occurrence
$1,000,000 Aggregate

Comprehensive General Liability coverage shall be combined single limit for bodily injury and property damage and shall be written for the following limits:

$500, 000 - General Aggregate Limit
$500, 000 - Products - Completed Operations Aggregate Limit
$500, 000 - Personal and Advertising Injury Limit
$500, 000 - Each Occurrence Limit
$500, 000 - Fire Damage Limit
$ 5, 000 - Medical Expense Limit (Any one person)

Commercial catastrophe (Umbrella) Liability shall be written for the following limits:

$500,000 - Each occurrence for Bodily Injury and Property Damage
$500,000 - Annual Aggregate

OCP - Owner's and Contractor's Protective Liability shall be written for the following limits:

$500,000 - Each occurrence for Bodily Injury and Property Damage
$500,000 - Annual Aggregate

Comprehensive Automobile Liability shall be written for all owned vehicle, non-ownership liability and hired vehicle and shall be written for the following limits:

$500,000 - Each occurrence for Bodily Injury and Property Damage

Worker's Compensation - Texas Statutory Limit

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR BIDS

"AIR CONDITIONING MAINTENANCE & REPAIR"

EXHIBIT "B"

CENTER DIRECTORY

Exhibit "B"
CENTER ROSTER

Alamo H/S Center CM: Enedelia Fricks 303 South 7th Alamo, TX 78516 Tel: 787-4318 Fax: 283-0573	**Edinburg III H/S Center** CM: Leonor Ruiz 3817 South I Rd. Edinburg, TX 78539 Tel: 383-7041 Fax: 383-7370	**Las Milpas II H/S Center** CM: Noe Hernandez 901 E. Thomas Pharr, TX 78577 Tel: 787-6525 Fax: 787-6431	**Mission I H/S Center** CM: Zoraida Garcia 115 Mayberry Mission, TX 78572 Tel: 581-2031 Fax: 585-7802	**Peñitas H/S Center** CM: Marissa Guerra 1 Mile South of Hwy 83 Peñitas, TX 78576 Tel: 584-7164 Fax: 580-0418	**Weslaco II H/S Center** CM: Natalia Salas 9 Mile W. 5 Mile N. Weslaco, TX 78596 Tel: 969-3064 Fax: 447-1789
Alton H/S Center CM: Simona Peña 202 W. Dawes Avenue Alton, TX 78572 Tel: 581-8854 Fax: 583-6016	**Edinburg IV H/S Center** CM: Estefana Barco 3215 Richardson Rd. Edinburg, TX 78539 Tel: 383-4730 Fax: 316-0432	**McAllen II H/S Center** CM: Martha DeLeon 1001 S. 16th McAllen, TX 78501 Tel 631-4240 Fax: 682-5709	**Mission II H/S Center** CM: Estella Gonzalez 1105 East 8th Street Mission, TX 78572 Tel: 581-3635 Fax: 583-6218	**Pharr H/S Center** CM: Mariza Garcia 415 E. Clark Pharr, TX 78577 Tel: 781-0116 Fax: 787-4750	**Weslaco III H/S Center** CM: Leticia Rodriguez 6 ½ W & Exp. 83 Weslaco, TX 78596 Tel: 968-9751 Fax: 969-8668
Donna I H/S Center CM: Maria H. Najera 1402 Silver Avenue Donna, TX 78537 Tel: 464-2443 Fax:464-5373	**Edinburg V H/S Center** CM: Ana Villaurrutia 3500 E. F.M. 2812 Edinburg, TX 78539 Tel: 383-0665 Fax: 383-2760	**McAllen IV H/S Center** CM: Imelda Vela 3900 South Ware Rd McAllen, TX 78501 Tel: 318-3797 Fax: 618-1256	**Mission III H/S Center** CM: Diana Mireles 3401 North Mayberry Mission, TX 78572 Tel: 580-9709 Fax: 581-3252	**Progreso H/S Center** CM: Sylvia Serrano Corner of S. 1015 & Palm Progresso, TX78579 Tel: 565-0107 Fax: 514-0317	**Western RD H/S Center** CM: Noe Gonzalez Corner of 2221 & Western Rd Mission, TX 78572 Tel: 583-9700 Fax: 581-8155
Donna II H/S Center CM: Oralia DeHoyos 1715 Miller Avenie Donna, TX 78537 Tel: 464-2561 Fax: 461-3830	**Elsa H/S Center** CM: Alicia Becerra 700 Northwest Elsa, TX 78543 Tel: 262-4542 Fax: 262-3644	**McAllen V H/S Center** CM: Rosa Fuentes 1200 North 25th St McAllen, TX 78501 Tel: 928-1396 Fax: 994-8292	**Mission IV H/S Center** CM: Diana Anzaldua 301 South Inspiration Mission, TX 78574 Tel: 581-6409 Fax: 581-1835	**San Carlos H/S Center** CM: Irma Gonzalez 134 Norh 86 San Carlos, TX 78539 Tel: 381-9119 Fax: 381-9307	**Administration Office** 1901 W. State hwy 107 McAllen, TX 78504 Tel: 383-0706 Fax: 380-2588
Donna IV H/S Center CM: Alicia Zamora 202 West South Avenue Donna, TX 78537 Tel: 461-2699 Fax: 461-3245	**Hidalgo H/S Center** CM: Delia Martinez 621 South 5th St. Hidalgo, TX 78557 Tel: 843-8361 Fax: 843-6739	**McAllen VI H/S Center** CM: Leticia Zepeda 2601 Sarah Avenue McAllen, TX 78502 Tel: 683-8166 Fax: 683-1966	**Monte Alto H/S Center** CM: Alicia Becerra 25249 1st Street Monte Alto, TX 78538 Tel: 262-4591 Fax: 262-9229	**San Juan I H/S Center** CM: Veronica Garcia 200 North Cougar San Juan, TX 78589 Tel: 787-4358 Fax: 787-8265	**Edcouch Kitchen** HC: W. Hwy 107 & Mile 4 North Edcouch, TX 78538 Tel: 262-2552 Fax: 262-5284
Edcouch H/S Center CM: Alejandra Perez W. Hwy. 107 & Mile 4 North Edcouch, TX 78538 Tel: 262-4552 Fax: 262-7527	**La Herencia H/S Center** CM: Olga Rubio RR 3 Box 3059 Mercedes, TX 78570 Tel: 514-4828 Fax: 514-4917	**Vine Terrace H/S Center** CM: Ludivina Almaguer 2220 (B) North 27th St McAllen, TX 78501 Tel: 687-9437 Fax: 630-4707	**Palmview I H/S Center** CM: Cynthia Gonzalez ¼ Mile N 495 on FM 2062 Palmview, TX 78572 Tel: 580-1394 Fax: 519-7373	**San Juan II H/S Center** CM: Norma Donava 601 Earling Rd. San Juan, TX 78589 Tel: 782-1056 Fax: 781-9022	**Mission Kitchen** HC: Susana Garcia 400 W 13th Mission, TX 78572 Tel: 581-7415 Fax: 581-0020
Edinburg I H/S Center CM: Dalia Gutierrez 225 South 25th St Edinburg, TX 78539 Tel: 383-3922 Fax: 383-0823	**La Joya H/S Center** CM: Marissa Guerra 105 E. 5th & Leo Avenue La Joya, TX 78560 Tel: 581-2022 Fax: 584-7298	**Mercedes I H/S Center** CM: Luisa Barrera 1100 W. Expressway 83 Mercedes, TX 78570 Tel: 565-5062 Fax: 514-1163	**Palmview II H/S Center** CM: Beatriz Niño 618 Breyfogle Rd. Mission, TX 78572 Tel: 83-4435 Fax: 584-3178	**Sullivan City H/S Center** CM: Mirta Trigo Highway 83 Sullivan City, TX 78595 Tel: 485-2996 Fax" 485-9597	
Edinburg II H/S Center CM: Dalia Gutierrez 1200 North 1st Street Edinburg, TX 78539 Tel: 380-1088 Fax: 287-9321	**Las Milpas I H/S Center** CM: Virginia Montañez 714 Zapata Avenue Pharr, TX 78577 Tel: 483-1723 Fax: 781-2696	**Mercedes II H/S Center** CM: Olga Rubio 2601 East Mile 8th North Mercedes, TX 78570 Tel: 514-5492 Fax: 514-1247	**Palmview III H/S Center** CM: Ana Cedillo 2401 Moorfield Rd. Rear Mission, TX 78572 Tel: 584-3860 Fas: 584-3857	**Weslaco I H/S Center** CM: Natalia Salas 310 N. Kansas Street Weslaco, TX 78596 Tel: 968-3886 Fax: 969-8116	

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR BIDS

"AIR CONDITIONING MAINTENANCE & REPAIR"

EXHIBIT "C"

INSURANCE REQUIREMENTS

EXHIBIT "C"
Insurance Requirements

The proposer/applicant 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. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000.00) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence, consistent with potential exposure to County under the Texas Tort Claims Act. Coverage should include injury to or death of persons and property damage claims (with limits up to $500,000.00) arising out of the services provided to County hereunder;

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

5. Workers compensation insurance in amounts established by Texas law, unless the respondent 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 Hidalgo County Head Start Program- Procurement Department 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 ACKNOWLEDGEMENT

I, _____, authorized representative for _____,
Company/Vendor
hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court; (*An insurance certificate for the required insurance limits shall be provided to the Procurement Department in order to qualify for award of bid and to execute a contract between our Company and the County.)

- will acquire additional amount needed to meet the County's requirements within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court: currently carry the following:

  Automobile Liability: $_____ General Liability: $_____.

  (*An insurance certificate for the required insurance limits shall be provided to the Procurement Department in order to qualify for award of bid and to execute a contract between our Company and the County.) **OR**

- have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

NOTICE TO BIDDER: Failure to provide Certificates of Insurance at Purchasing Department will cause the bid award to be rescinded and then awarded to next lowest bidder. Certificates of Insurance will be monitored/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

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQURIEMENTS 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 Head Start Program 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.

_____ _____

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR BIDS

"AIR CONDITIONING MAINTENANCE & REPAIR"

EXHIBIT "D"

CONFLICT OF INTEREST

EXHIBIT D

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government 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 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 doing business with local governmental entity.

2 ☐ Check this box if you are filling 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 additonal 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 government entity?

☐ Yes ☐ No

C. Is the filer of the 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

EXHIBIT "D"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTREST, AND ANTI-LOBBYING
FOR "AIR CONDITIONING MAINTENANCE & REPAIR"

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request fro Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further States no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

_____

Signature/ Title: _____

_____

Subscribed and sworn to before me this _____day of _____, 2009.

_____

Notary Public

My Commission expires: _____, 2009

REQUEST FOR BIDS

"AIR CONDITIONING MAINTENANCE & REPAIR"

EXHIBIT E

PROJECT REQUIREMENT ACKNOWLEDGEMENT

Hidalgo County Head Start Program
Procurement Department
AIR CONDITIONING MAINTENANCE & REPAIR
BID #2009-04-036

BID FORM

Hidalgo County Head Start Program
1901 West State Highway 107
McAllen, TX 78504
Attn: Ambrosio Tovar, Procurement

PRICE: No preventive maintenance costs are to be applied to contracts. Pricing for contracts should be considered for hourly rate and percentage of cost over the parts.

Hourly Rate for:

AIR CONDITIONING REPAIR & MAINTENANCE: _____per hour.

Parts Mark Up: _____%

BIDDER/COMPANY NAME:_____.

ADDRESS:_____.

CITY/STATE/ZIP CODE:_____.

TELEPHONE NUMBER:_____FAX NUMBER:_____.

CELLULAR/PAGER NUMBERS:_____.

TITLE:_____.

SIGNATURE:_____.

PRINTED NAME:_____

HIDALGO COUNTYHEAD START PROGRAM
Bidder/Vendor Application

Complete in print or type. It is the vendor's responsibility to return this application to Hidalgo County Head Start Program Procurement Department.

Company Name **Telephone No. ( )**
Mailing Address **Fax No. ( )**
City, State, Zip **Tax I.D. No.**
Remit to Address **City, State, Zip**
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____ LLC _____ Other, Specify **Federal Identification No. or (if individual) SS No.**
State of Incorporation: _____ 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**

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 Hidalgo County Head Start Program 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?: · State General Services 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 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): · State General Services 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): · State General Services 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): · State General Services Commission · Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )_____Subcontract Amount: $_____ Description of Work to be Performed:

Certification For
Primary Covered Transactions

1. The _____ (Vendor Name) certifies to the best of its knowledge and belief, that it and its principals:

   a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

   b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

   d) Have not within a three-year period preceding this request for qualifications had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the _____ (Vendor Name) is unable to certify to any of the statements in this certification, such prospective vendor shall attach an explanation to this RFB.

Signature:_____

Print Name:_____

Title:_____

Telephone No.:_____ Date: _____

DRAFT

CONTRACT FOR SERVICES
BID # 2009-04-036

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

THIS AGREEMENT (The "Agreement") is made effective the _ day of **2009** by and between the HIDALGO COUNTY HEAD START PROGRAM, (hereinafter "The Program") a federally funded program under the auspices of HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas and_____. (hereinafter "Provider") to serve at the pleasure of the Program. This Contract for Services may be extended for an additional year upon mutual agreement based on the same terms by the parties and terminating the ___ day of**, 2010**.

WITNESSETH:

WHEREAS, Program requires certain services which Provider is able to provide, a description of each service is attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, the Provider has agreed to provide the services enumerated in this Agreement for the Program; and

WHEREAS, the Program is the recipient of certain federal funds to be used for the provision of services the Program; and

WHEREAS, Program desires the services and repairs to be provided by the Provider; and

WHEREAS, the Provider will service and repair on the terms and conditions hereinafter set forth; and

NOW, THEREFORE, in consideration of the foregoing and the following Provider and Program agree as follows:

A. 1. Provider represents that he is licensed by the State of Texas and qualified to perform and execute services provided in the Agreement. If such license is suspended or revoked, this Contract shall automatically be terminated and Provider shall immediately notify the Program of such suspension or revocation.

2. The Provider shall prepare, maintain and submit all records that are designated, required or prescribed by the Program federal grantor agency or County of Hidalgo. In addition, the Provider shall permit the Program, the Department of Health and Human Services and the County of Hidalgo to audit or inspect records and reports, review services and /or evaluate the performance of the services provided hereunder at any time. The Provider shall provide reasonable access to all records, books, reports and other pertinent data and information needed to accomplish reviews of activities, services and expenditures of the Program.

3. As consideration for the above and foregoing, the Provider shall submit a monthly billing statement to the Program at:

Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, Texas, 78540

Said statement must provide an itemized list of services rendered to the Program during the statement period. Upon receipt of said statement, the Program shall submit a requisition for payment of said services in the customary manner provided for payments utilized by the Program. The Provider shall be

compensated based on the Program's fee schedule, a copy of which is attached As Exhibit "B" hereto.

4. The Provider must comply with all applicable Program and Hidalgo County policies. Notwithstanding the foregoing sentence, the Provider represents and maintains that he is an independent provider and is not an employee of the Program, Hidalgo County, Texas, or any agency thereof, and represents and warrants that he does not desire or request any fringe benefits provided to employees of the Program, Hidalgo County, Texas, and/or agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. The Provider agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

5. The Program and the Provider agree that either party may terminate this contract at any time for any reason or no reason at all upon the giving of thirty (30) days prior written notice to the other party. Proper notice will be submitted through certified letter to:

Teresa Flores, Executive Director
Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, Texas 78540-0117

OR

6. Provider agrees to provide professional liability, premises liability and auto liability insurance (if providing transportation to the Head Start children) covering his and his employee's activities in the services for the Program in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act,

§101.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish the Program a certificate issued by the insurer that such insurance is in full force and effect.

7. Except as otherwise herein provided, the Provider may not assign the obligations or right under this Contract to any person without the prior written consent of the Program.

B. The Provider's employees, if any, who perform services for the Program under this Agreement shall be bound by the provisions of the terms of this Agreement. At the request of the Program, the Provider shall provide adequate evidence that such persons are the Provider's employees.

C. The Provider will indemnify and hold the Program and the County of Hidalgo, its employee's, officers and agent harmless from any and all claims, actions, liability, and expenses

including all cost of judgments, settlements, court cost, and attorney's fees regardless of the outcome of such claim or (action) caused by, resulting from, or alleging negligent or intentional acts or omissions or any failure to perform any obligation undertaken or any covenant in this Agreement, whether such act, omission, or failure to perform any obligation undertaken or any covenant in this Agreement, whether such act, omission, or failure was Provider's or that of any person providing services hereunder through or for Provider. Upon written notice from the County and the Program, Provider will resist and defend at its own expenses, and by counsel reasonably satisfactory to the County and the Program, any such claim or action.

D. This Agreement shall be construed under and in accordance with the

laws of the State of Texas, and all obligations of the parties created hereunder are performance in Hidalgo County, Texas.

E. 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.

F. Contract Extension. Hidalgo County Head Start Program reserves the right to extend this agreement for ninety (90) days from the date of termination (_____, 2010) of the Contract period at the same rate and terms. A thirty (30) day written notice of intention to extend will be provided prior to expiration by Hidalgo County Head Start Program.

G. No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

H. Provider will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing the services under this Agreement or in the selection of associates, employees, or independent providers.

I. Provider will perform its services at all times in compliance with federal, state, and local laws, rules and regulations, the policies, rule and regulations of the Program, and all currently accepted and approved methods and practices of the professional specialty relating to the services.

IN WITNESS WHEREOF, the parties have caused their names to be hereunto subscribed personally or by a duly authorized officer of agent of each party, effective the day and year first written above.

EXECUTED as of the day and year first written above.

PROVIDER:

BY: _____
(Provider's Name)

_____
(Print Name)

_____
(Title)

HIDALGO COUNTY HEAD START PROGRAM

BY: _____
J.D. Salinas, County Judge

By: _____
Teresa Flores, Executive Director

ATTEST:

BY: _____
Arturo Guajardo Jr., County Clerk

APPROVED AS TO FORM:
OXFORD & GONZALEZ

By:_____
Ricardo Gonzalez

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By:_____

Date: _____

Date approved:
Policy Council 4/16/2009
Commissioners Court 4/21/2009

Form **W-9**
(Rev. January 2006)
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.

Note. *If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.*

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

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.

LETTERS OF RECOMMENDATION:

Must submit three Letter's of Recommendation (example: schools, cafeterias, day cares, or other Governmental Entities) on services provided to any of the Entities mentioned above. Letters must be included in bid package. (Original letters only)(No copies will be accepted).

EQUIPMENT:

Attached is a list of Centers locations where the equipment will be serviced under this contract.

SEE ATTACHED LIST (Exhibit B), OF HIDALGO COUNTY HEAD START PROGRAM CENTER LOCATIONS

- The following work is required on an as needed basis:
  - Cleaning all components, removing dust, old lubricants or contaminants to allow equipment to function as designed.
  - Overhaul equipment and devices not in proper working order.
  - Replace equipment, devices, system, compressors, or components not in proper working order.
  - Company to provide the required preventive maintenance to reduce shipments of repairs utilizing this "Emergency Repair" delivery service.
  - Will require repairs on central air conditioners units with heating systems.
- Parts requiring replacement shall be the newest design available provided they are compatible with end-use equipment and functionally equivalent.
- Steam cleaning of fan and coil units is not routine service. Cleaning shall be conducted outside normal operating hours to prevent building temperature extremes and inconvenience to building occupants. Cleaning shall be coordinated with the Field Operation Coordinator or designated department head. (Upon Request)

Please list which certificates rating your company currently holds for Air Conditioning and/or Refrigeration: **PLEASE PROVIDE COPY OF LICENSE.**

1) Master
2) Journeymen
3) Apprentice

CERTIFICATE: A 0- Unlimited occurred Tons

Yes ✓ No_____

CERTIFICATE: B 0-25 Tons

Yes_____ No_____

STATE OF TEXAS

RAUL GONZALEZ

AIR CONDITIONING &
REFRIGERATION CONTRACTOR

RBC SERVICES

LIC.# TACLA26387C
EXPIRES 12/18/2009

TEXAS DEPARTMENT OF LICENSING AND REGULATION

STATE OF TEXAS

RODOLFO OSCAR CANTU

REGISTERED AIR CONDITIONING &

REFRIGERATION TECHNICIAN

REGISTRATION NUMBER 7648
EXPIRES 07/03/2009

TEXAS DEPARTMENT OF LICENSING AND REGULATION

[redacted] Institute

Program EPA Approved
December 28, 1993

CERTIFICATE NO. 0340440208900

EPA Certified

NAME: RODOLFO O. CANTU

has been certified as a

UNIVERSAL

technician as required by 40CFR part 82 sub[redacted]

INSURANCE REQUIREMENT ACKNOWLEDGEMENT

I, Rudy D. Cantu, authorized representative for KBC Services,
Company/Vendor
hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court; (*An insurance certificate for the required insurance limits shall be provided to the Procurement Department in order to qualify for award of bid and to execute a contract between our Company and the County.)

- will acquire additional amount needed to meet the County's requirements within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court: currently carry the following:

  Automobile Liability: $ 500,000.00 General Liability: $ 1,000,000.00.

  (*An insurance certificate for the required insurance limits shall be provided to the Procurement Department in order to qualify for award of bid and to execute a contract between our Company and the County.) **OR**

- have already been met, see attached copy of insurance certificate.

R. Cantu
Authorized Representative

5-25-09
Date

NOTICE TO BIDDER: Failure to provide Certificates of Insurance at Purchasing Department will cause the bid award to be rescinded and then awarded to next lowest bidder. Certificates of Insurance will be monitored/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

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQURIEMENTS ACKNOWLEDGMENT

This is to certify that I, Rudy D. Cantu, possess all of the APPLICABLE:

1) Licenses: ✓ yes
2) Bonds: N/A
3) Certificates: ✓ yes
4) Permits: ✓ yes
5) Other: INSURED

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 Head Start Program and proceed to complete the project in a timely manner.

*Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process, failure to provide said documentation will result in the disqualification of your bid.

R. Cantu
Authorized Signature

5-25-09
Date

RBC Services
Company

300 N. Alamo Rd.
Address

Alamo, Tx. 78516
City, State, Zip

EXHIBIT "D"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION NON-CONFILICT OF INTREST, AND ANTI-LOBBYING FOR "AIR CONDITIONING MAINTENANCE & REPAIR"

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, RBC SERVICES, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request fro Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further States no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/ Title: R. A Tri / OWNER

Subscribed and sworn to before me this 27TH day of MAY, 2009.

Belia U. Cantu

Notary Public

My Commission expires: 4-28-2012, ~~2009~~ BUC

BELIA U. CANTU NOTARY PUBLIC STATE OF TEXAS EXPIRES 4-28-2012

EXHIBIT D

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

FORM CIQ

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government 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 violates Section 176.006 Local Government Code. An Offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

2007906

1 Name of person doing business with local governmental entity.

RBC "HVACR" SERVICES, LLC.

2 ☐ Check this box if you are filling an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

N/A

Name of Officer

This section (item 3 including subparts A,B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001 (1-a), Local Government Code. Attach additonal 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 government entity?

☐ Yes ☑ No

C. Is the filer of the 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 R. Cantú

Signature of person doing business with the governmental entity

RODOLFO O. CANTÚ

6-1-09

Date

Filed for Record in:
Hidalgo County
Arturo Guajardo Jr.
County Clerk
On: Jun 14,2007 at 09:15a
As a Recording
Document Number: 2007906
Total Fees : 16.00
Receipt Number - 1146915
By, Maria Casado Deputy

EXHIBIT D

Ang
Angelica
Salinas

Hidalgo County Head Start Program
Procurement Department
AIR CONDITIONING MAINTENANCE & REPAIR
BID #2009-04-036

BID FORM

Hidalgo County Head Start Program
1901 West State Highway 107
McAllen, TX 78504
Attn: Ambrosio Tovar, Procurement

PRICE: No preventive maintenance costs are to be applied to contracts. Pricing for contracts should be considered for hourly rate and percentage of cost over the parts.

Hourly Rate for:

AIR CONDITIONING REPAIR & MAINTENANCE: $45.00 **per hour.**

Parts Mark Up: 17.50 %

BIDDER/COMPANY NAME: RBC Services

ADDRESS: 300 N. Alamo Rd.

CITY/STATE/ZIP CODE: Alamo, TX, 78516

TELEPHONE NUMBER: 956) 223-0784 FAX NUMBER: 956) 781-0588

CELLULAR/PAGER NUMBERS: 956-223-9997

TITLE: Owner

SIGNATURE: R. Cantu 6-1-09

PRINTED NAME: Rudy O. Cantu

HIDALGO COUNTYHEAD START PROGRAM
Bidder/Vendor Application

Complete in print or type. It is the vendor's responsibility to return this application to Hidalgo County Head Start Program Procurement Department.

Company Name RBL Services	**Telephone No.** (956) 223-0786
Mailing Address 300 N. Alamo Rd	**Fax No.** (956) 781-0598
City, State, Zip Alamo, TX. 78516	**Tax I.D. No.**
Remit to Address	**City, State, Zip**
Representative(s) Name(s) & Title(s) Rudy O Cantu owner	

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation
_____ (LLC) _____ Other, Specify

Federal Identification No. or (if individual) SS No.

State of Incorporation: Texas **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:
Rudy O. Cantu owner

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?: A/- conditioning maintenance and repair
Would you like to be provided with specifications for procurements of such products?: (Yes) · No

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and qual opportunity for participation in the Hidalgo County Head Start Program procurement process. This fact holds true for ervices (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?: · State General Services 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 or RFQ is to be subcontracted with Certified HUB sources?: 0 % (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:

Certifying Agency (Check all applicable): · State General Services 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): · State General Services 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): · State General Services Commission · Other

Address: _____ City: _____ State: _____ Zip:

Contact Person: _____ Title: _____ Phone No.: ( )_____Subcontract Amount: $_____ Description of Work to be Performed:

Certification For
Primary Covered Transactions

1. The RBC Services (Vendor Name) certifies to the best of its knowledge and belief, that it and its principals:

a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d) Have not within a three-year period preceding this request for qualifications had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the _____ (Vendor Name) is unable to certify to any of the statements in this certification, such prospective vendor shall attach an explanation to this RFB.

Signature: R. Curtis

Print Name: Rudy O Curtis

Title: Owner

Telephone No.: 954 | 233-0786 Date: 5-25-09

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/15/2009

PRODUCER
STATE FARM INSURANCE
ROBERT ELIZALDE
5107 S MCCOLL RD
EDINBURG TX 78539

THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
RBC SERVICES
300 N ALAMO RD
ALAMO TX 78516

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: STATE FARM LLOYDS	
INSURER B: STATE FARM MUTUAL	
INSURER C: TEXAS MUTUAL INSURANCE	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	90-BF-B056-5 L	06/07/2009	06/07/2010	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1000000 $ 50000 $ 10000 $ 1000000 $ 1000000 $ 2000000
B		AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	BINDER	06/15/2009	06/15/2010	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1000000 $ $ $
		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	$ $
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	BINDER	06/15/2009	06/15/2010	[X] WC STATUTORY LIMITS [ ] OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500000 $ 100000 $ 100000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

1998 FORD ECONOLINE VAN 2388
1999 FORD F 250.....1130

CERTIFICATE HOLDER

HIDALGO COUNTY HEAD START
1901 WEST 107
MCALLEN TX 78504

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 CORPORATION 1988

18145

Form **W-9**
(Rev. October 2007)
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)
RUDY CANTU Rodolfo Cantu

Business name, if different from above
RBC "HVACR" SERVICES, LLC

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☑ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ C
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
300 N. ALAMO RD.

City, state, and ZIP code
ALAMO, TX 78516

Requester's name and address (optional)
Hidalgo County Head Start Program
1901 W. State Hwy 107
Edinburg, Tx. 78504

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
26 : 3293254

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. citizen or other U.S. person (defined below).

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 ▶ R. Cantu — Date ▶ 5-25-09

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

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.

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. 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.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

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,

Interactive TIN Session:Interactive Results

This screen provides you with the results of your TIN Match request. The "Match Indicator" displays a code next to the TIN and name combination. Use the codes below to interpret your results:

0 = TIN and Name combination matches IRS records.
1 = TIN was missing or TIN not 9-digit numeric .
2 = TIN entered is not currently issued.
3 = TIN and Name combination does not match IRS records.
4 = Invalid TIN Matching request.
5 = Duplicate TIN Matching request.
6 = TIN and Name combination matches IRS SSN records.
7 = TIN and Name combination matches IRS EIN records.
8 = TIN and Name combination matches IRS SSN and EIN records.

Important ! Before leaving this screen, you may want to do a Print Screen of the results. Once you exit this screen, the interactive results will no longer be available for viewing.

Using the TIN Matching system allows you to verify the accuracy of taxpayer TIN and name information prior to submitting information to IRS. Internal Revenue Code 6724 provides any penalties under Section 6721 may be waived if the filer shows the failure to file a correct TIN on an information return was due to reasonable cause and not willful neglect. Filers may prove due diligence and receive a waiver from proposed penalties if they prove the TIN and name combination they submitted matched IRS records. Providing a copy of the Print Screen of your Interactive Results will be considered proof of due diligence.

1	EIN	26-3293254	rbc services llc	0

You may do either of the following:

- Select ***Another Tin Matching Request*** to check more TIN and Name combinations.
- Select ***Done*** to return to the TIN Matching home page.

Another TIN Matching Request | Done

Plumbing Repair

Bid #2009-04-037

Mikes Plumbing & Electrical, Inc.

CONTRACT FOR SERVICES
BID # 2009-037-07-21

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

THIS AGREEMENT (The "Agreement") is made effective the 1st day of **September, 2009** by and between the HIDALGO COUNTY HEAD START PROGRAM, (hereinafter "The Program") a federally funded program under the auspices of HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas and **MIKES PLUMBING & ELECTRICAL, INC.** (hereinafter "Provider") to serve at the pleasure of the Program. This Contract for Services may be extended for an additional year upon mutual agreement based on the same terms by the parties and terminating the **31st** day, of **August, 2011.**

WITNESSETH:

WHEREAS, Program requires certain services which Provider to provide, a description of each service is attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, the Provider has agreed to provide the services enumerated in this Agreement for the Program; and

WHEREAS, the Program is the recipient of certain federal funds to be utilized for the provision of services to the students of the Program; and

WHEREAS, Program desires the services and repairs to be provided by the Provider; and

WHEREAS, the Provider will service and repair program facility and grounds on the terms and conditions hereinafter set forth; and

NOW, THEREFORE, in consideration of the foregoing and the following Provider and Program agrees as follows:

A. 1. Provider represents that (s)he is licensed by the State of Texas if licensing is required, and is qualified to perform and execute services provided in this Agreement. If such license is suspended or revoked, this Contract shall terminate instanter. The Provider shall immediately notify the Program of suspension or revocation of its license.

2. The Provider shall prepare, maintain and submit all records that are designated, required or prescribed by the Program, federal grantor agency, or County of Hidalgo. In addition, the Provider shall permit the Program, the Department of Health and Human Services and the County of Hidalgo to audit or inspect records and reports, review services and /or evaluate the performance of the services provided hereunder at any reasonable time. The Provider shall provide access to all its records, books, reports and other pertinent data and information needed to accomplish reviews of activities, services and expenditures of the Program.

3. In consideration for the above and foregoing, the Provider shall submit a monthly billing statement to the Program at:

Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, Texas, 78540

Said statement must provide an itemized list of services rendered to the Program during the statement period. Upon receipt of said statement, the Program shall process the requisition for payment in the usual customary manner utilized by the Program. The Provider shall be compensated based on the Program's fee schedule, a copy of which is attached and marked as Exhibit "B" hereto.

4. The Provider must comply with all applicable Program and Hidalgo County policies. Notwithstanding the foregoing sentence, the Provider represents and

maintains that (s)he is an independent provider and is not an employee of the Program, Hidalgo County, Texas, or any agency thereof, and further represents and warrants that (s)he does not desire nor shall request any fringe benefits provided to employees of the Program, Hidalgo County, Texas, and/or agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. The Provider agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received pursuant to this Agreement.

5. The Program and the Provider agree that either party may terminate this contract at any time for any reason or no reason at all upon the giving of thirty (30) days prior written notice to the other party. Proper notice will be submitted through certified letter to:

Teresa Flores, Executive Director
Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, Texas 78540-0117

OR

MIKES PLUMBING & ELECTRICAL, INC.
P.O. BOX 3285
McALLEN TX, 78501

6. Provider agrees to insure himself/herself for professional liability, premises liability and auto liability insurance covering not only the provider but also his/her employee's activities and services to the Program in cover limit(s) not less than the minimum amounts prescribed by the Texas Tort Claims Act, §101.001, et seq., Texas Civil Practices and Remedies Code. Provider shall furnish the Program a certificate issued by their insurer that such insurance is in full force and effect.

7. Except as otherwise herein provided, the Provider may not assign the obligations or rights under this Contract to any person without the prior written consent of the Program.

B. The Provider's employees, if any, who perform services for the Program under this Agreement shall be bound by the provisions of the terms of this Agreement. At the request of the Program, the Provider shall provide adequate evidence that such persons are the Provider's employees.

C. The Provider will indemnify and hold harmless and defend the Program and the County of Hidalgo, its employees, officers and agents from any and all claims, actions, liability, and expenses including all cost of judgments, settlements, court cost, and attorney's fees regardless of the outcome of such claim(s) or action(s) caused by, resulting from, or alleging negligent or intentional acts or omissions or any failure to perform any obligation undertaken or any covenant in this Agreement; whether such act, omission, or failure to perform any obligation undertaken or any covenant in this Agreement, whether such act, omission, or failure was caused by Provider's or that of any person providing services hereunder through or for Provider. Upon written notice from the County and the Program, Provider will resist and defend at its own expenses, and by counsel reasonably satisfactory to the County and the Program, any such claim(s) or action(s).

D. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performance in Hidalgo County, Texas.

E. 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.

F. Contract Extension. Hidalgo County Head Start Program reserves the right

to extend this agreement for an additional ninety (90) days from the date of termination (August 31st, 2010) of the Contract period at the same rate and terms provided in this agreement. A thirty (30) day written notice of intention to extend will be provided prior to expiration of this Agreement by Hidalgo County Head Start Program.

G. No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

H. Provider will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing the services under this Agreement or in the selection of associates, employees, or independent providers.

I. Provider will perform its services at all times in compliance with federal, state, and local laws, rules and regulations, the policies, rule and regulations of the Program, and all currently accepted and approved methods and practices of the professional specialty relating to the services.

IN WITNESS WHEREOF, the parties have caused their names to be hereunto subscribed personally or by a duly authorized officer of agent of each party, effective the day and year first written above. EXECUTED as of the day and year first written above.

PROVIDER:
MIKES PLUMBING & ELECTRICAL, INC

BY: _____
(Provider's Name)

_____
(Print Name)

_____
(Title)

HIDALGO COUNTY HEAD START PROGRAM

BY: _____
J.D. Salinas, County Judge

BY: _____
Teresa Flores, Executive Director

BY: _____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
OXFORD & GONZALEZ

By:_____
Ricardo Gonzalez

APPROVED AS TO FORM:
ATLAS & HALL, L.L.P.

By:_____
Stephen L. Crain

HIDALGO COUNTY HEAD START PROGRAM
PLUMBING SERVICE

EXHIBIT A

Description of Services:

Awarded Vendor shall perform services in Hidalgo County as described below. All keys given to Contractor must be returned within forty-eight hours (48).

- To install additional (new) gas and water lines, including fixtures, Water Heater, Etc.
- Replace– parts (i.e., faucets, fixtures, disposals, pipes) etc. Replacement parts shall be the newest design available provided they are compatible with end-use equipment and functionally equivalent.
- Drain Cleaning service
- Water heater repair (gas or electric)
- Repair broken Gas & Water Lines
- Sewer Lines repaired and/or installed
- Repair of Garbage disposal & dishwasher

□ The following may be **required upon request:**

- Leaky Faucets
- AVP Rooter Service
- Shower pan repair

EMERGENCY CALLS

Contractor shall provide emergency service at no additional cost, in addition to normal maintenance and repairs as follows:

(a) Emergency response within two (2) hours after call, on a twenty four (24) hour a day basis, everyday, including weekends and holidays.

(b) Contractor shall provide a current list of individuals responsible for providing emergency calls, to Hidalgo County Head Start Program Field Operations Director or designated representative.

(c) Automatic telephone answering or recording device numbers are not acceptable. One additional telephone number of someone within the company management structure shall also be given. This additional number is not to be used unless there has been no response to emergency calls within (2) hours.

(d) Emergency service requests may only be made by the Field Operations Director or designated representatives; a copy of such listing shall be provided to vendor.

HIDALGO COUNTY HEAD START PROGRAM

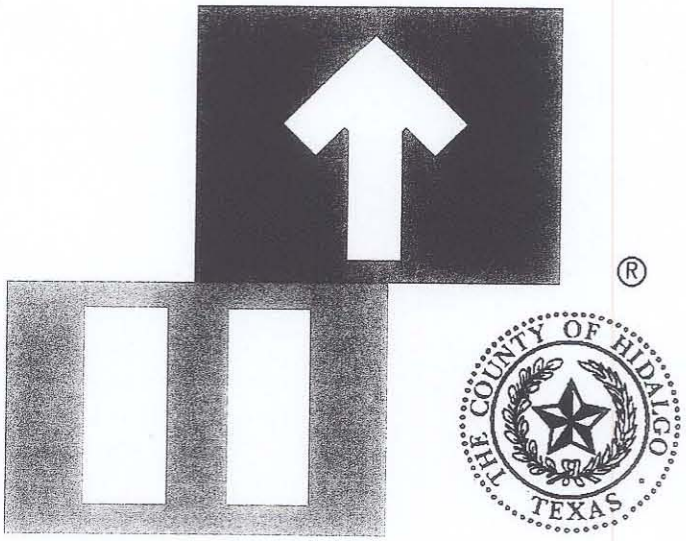
PLUMBING SERVICE

EXHIBIT B

Fee Schedule:

Plumbing Repair: 75.00 PER HOUR

Parts Mark Up: 30%



Hidalgo County Head Start Program

REQUEST FOR BID (RFB) CHECKLIST

HIDALGO COUNTY HEAD START PROGRAM
"PLUMBING REPAIR BID #2009-04-037
for Hidalgo County Head Start Program

1. Request For Bid Letter, consisting of 1 page.
2. Request for Bid, Legal Notice, consisting of 6 pages.
3. Specifications/BID PAGE, Exhibit A, consisting of 5 pages.
4. Hidalgo County Head Start Program & Center Roster/Sign-In, Exhibit B consisting of 1 pages.
5. Insurance Requirements, Exhibit C, consisting of 3 pages.
6. Conflict of Interest Questionnaire, Exhibit D, consisting of 2 pages.
7. Proposer's Affidavit, Exhibit E, consisting of 1 page.
8. Bidder/Vendor Application, consisting of 1 page.
9. Historically Underutilized Business (HUB) Declaration, consisting of 1 page.
10. Certification Regarding Debarment, Suspension consisting of 1 page.
11. Bid Tabulation Sheet consisting of 1 page.
12. Draft Contract consisting of 6 pages.
13. W-9 Form (Request for Taxpayer ID) consisting of 4 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 Procurement Department by calling (956) 380-4149, to advise of missing documentation, and Procurement will forward information either through facsimile or by U.S. Mail.

Thank you.

Ambrosio Tovar, Procurement Director

4-21-09
Date

April 21, 2009

Re: **HIDALGO COUNTY HEAD START PROGRAM**

Request for Bids - "PLUMBING REPAIR"
FOR HIDALGO COUNTY HEAD START PROGRAM

Dear Respondents:

Enclosed please find a Request for Bid (RFB) packet for you review and consideration.

Hidalgo County Head Start Program welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Procurement Department 956-380-4149.

Sincerely,

Ambrosio Tovar
Procurement Director
Hidalgo County Head Start Program

Bid No: 2009-04-037	Procurement Director: Ambrosio Tovar	Tel. No: (956) 380-4149

REQUEST FOR BIDS

Hidalgo County Head Start Program
Edinburg, Texas

PLUMBING REPAIR BID #2009-04-037
FOR
HIDALGO COUNTY HEAD START PROGRAM

April 21, 2009

Contact Person:

Ambrosio Tovar, Procurement Director
Hidalgo County Head Start Program
1901 S.H. W. State Hwy 107
McAllen, TX 78504
956-380-4149

LEGAL NOTICE

Bid No: 2009-04-037

1. Sealed bids will be received for **"PLUMBING REPAIR" FOR HIDALGO COUNTY HEAD START PROGRAM** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth; Bidders guarantees products/services offered will meet, or exceed, the written specifications identified in the bid. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). All deviations from the specifications must be noted in writing, in detail, by the bidder at the time of submittal of the bid. Strong rationale must be presented for any deviation from the specifications. The absence of a written list of specification deviations will hold the bidder strictly accountable to the County to the specifications as written. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid. Any deviation from the specifications as written which the bidder did not previously submit prior to bid opening, as required, will be grounds for rejection of the materials/goods/services and/or equipment when delivered.

2. One (1) original and three (3) copies of bid are required with 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 enveloped and/or package, **"BID- PLUMBING REPAIR" FOR HIDALGO COUNTY HEAD START PROGRAM** located 1901 West State Highway 107, McAllen, Texas, **on or before 2:00 p.m., on Wednesday, May 27, 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 BID.** 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. Hidalgo County will not be responsible for miss-sent or misplaced bids.

3. Hidalgo County Head Start Program 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.

   One or more vendors may be designated as approved A "Primary" and/or A "Secondary" vendors for purchases for this contract through the effective period of the award. In situations when purchasing from the Primary Vendor(s) is not in the best interest of the County (e.g., when vendor fails to meet established delivery schedules), departments may purchase from the Secondary Vendor(s)

   If a vendor is in default on an order, the County reserves the right to purchase the item in default and change the increase in price, if any, and cost of handling to the vendor. Failure to pay a damage assessment is cause for contract cancellation and/or suspension or removal of the vendor from the County's Centralized Master Bidders List (CMBL)

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County Head Start Program. Once a contract is awarded, no substitutions of products on the orders will be allowed without prior written consent from ordering department(s). Substitutions must be approved prior to shipment on a trial basis only, until original item(s) becomes available. Outstanding orders are not automatically amended by an approved substitution.

   Failure to 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. The County may purchase in the open market any commodity reported by a vendor to be on

back order when the resultant delivery time is unsatisfactory. Damage may be applicable in cases of a pattern of back orders. Back orders received after the delivery scheduled date will not be accepted.

5. For work to be performed at a Hidalgo County Head Start Program 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 Head Start Program. 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. A bid cannot be altered or amended after the bid opening date and time. Any alterations made before the opening date and time shall be initialed by the bidder or the bidder's authorized agent identified in the bid.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening. No bid can be withdrawn after the bid opening date and time without approval of County. All approvals shall be based upon an acceptable written reason for the action. Prices submitted for the bid must be current and in effect at the time of the bid opening and shall remain firm throughout the contract term, including any contract extensions. NO price increases are allowed. Vendors are required to implement immediately any price decreases, roll backs, etc. that may become available. The County must be notified in writing of any decreases for file updating purposes and notice to contract users.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the Hidalgo County Head Start Program Director or 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. Hidalgo County Head Start Program reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., Hidalgo County Head Start Program Prepaid.

12. Hidalgo County Head Start Program 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. Both unit prices and extensions must be submitted. In case of discrepancies, unit prices shall govern.

13. Funds for this procurement have been provided through the Hidalgo County Head Start Program budget for this fiscal year only. Hidalgo County Head Start 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 Hidalgo County Head Start which is payable out Purchase orders shall be generated by the Hidalgo County Head Start to the successful bidder(s). The purchase order number must appear on all itemized invoices, packing slips and delivery tickets. Hidalgo County Head Start will not be held responsible for any orders placed/delivered without a valid, signed purchase order.

14. Upon award and prior to execution of a contract. Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Head Start Finance Department in order to establish an account with the Head Start Program. All awarded vendors must submit a complete W-9 and a copy of their Federal ID Number Certificate.

15. POST AWARD PRODUCTS DELIVERY INSTRUCTIONS:

- Materials and supplies must be shipped within 72 hours from arrival of purchase order.
- Deliveries shall be accepted between 8:00 AM and 4:30 PM Monday-Friday, unless prior approvals for after-hours deliveries have been obtained from respective department(s) contact person(s) before delivery will be accepted, unless other delivery arrangements have been made.

- At least seventy tow (72) hours prior notice of delivery must be given to, Ambrosio Tovar, Procurement Director before delivery will be accepted, unless other delivery arrangements have been made.

Deliveries not made within delivery schedule shall be considered delinquent. Delinquent orders shall constitute a breach of contract. The vendor must notify the requesting department of orders that exceed the delivery schedule to either cancel the order or extend the delivery schedule for that order.

At least seventy-two (72) hours prior to notice of a foreseen delivery delay shall also be given to appropriate departments(s) contact person(s). The County has the right to extend the delivery date if reasons appear valid. The vendor must keep the County advised at all times of the status of the order(s). If the vendor has orders in their possession which have not been completed within the specified delivery time, the Head Start Program reserves the right to withhold issuances of further orders until all orders have been filled and acceptable assurance has been given that the event will not be repeated.

For items not in stock at the time of order, vendor is to contact respective department(s) for approval, or cancellation, of a delivery time and date.

The Head Start Program reserves the right to pick up orders during emergency situations.

If you need additional information contact information will be provided upon contract award.

16. BILLING AND PAYMENT INSTRUCTIONS:
All vendors doing business with the Head Start Program must have on file a Form W-9, Request for Taxpayer Identification Number and Certifications. A copy of this form is included for your use and is to be submitted with your bid, if not on file.

Invoices must include:
a) Name and address of successful bidder
b) Name and address of receiving department or official (signed delivery tickets)
c) Purchase Order Number (if any)
d) Notation- "HIDALGO COUNTY HEAD START PROGRAM"
e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

Vehicle title paperwork must be properly filled out and provided at time of delivery.
The following documentation must be included:

a) Certificate of Origin (signed title, if used vehicle purchase)
b) Application for Texas Certificate Of Title (Form 130-U)
c) Odometer Disclosure Statement

Discount payment will be considered when offered. Price decreases are acceptable. Volume discount on products are acceptable by Hidalgo County Head Start Program. The Hidalgo County Head Start Program reserves the right to negotiate the price of any product listed in the catalog when large quantities are requested by a user department.

Contract person for Billing and Payment questions:

Attn: Hidalgo County Head Start Program
Elma Keller Finance Department
1901 W. State Hwy 107
McAllen, TX. 78504
(956) 383-0706

17. Schedule of Events

Bid Opening, 2:00 P.M.	May 27, 2009
Project Award of Contract or Issuance of Purchase Order	_____, 2009
Project Commence Work or Deliver Products	_____, 2009

18. Ethical Standards:

- It shall be a breach of ethics to offer, give or agree to give any 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 Hidalgo County Head Start Program.

- 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 Head Start Program ("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 Hidalgo County Head Start Program. 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 that contracts or seeks to contract with Hidalgo County Head Start Program 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 Head Start Program 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 Head Start Program office located at 100 N. Closner, Edinburg, TX 78539-Hidalgo County Courthouse.

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

Bids, and all goods and services provided hereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services. Vendor must provide, at no cost, at least one (1) copy of any applicable Material Safety Data Sheets (MSDS) with each shipment during the term of the contract. If OSHA or Federal or State laws provide for additional requirements are in addition to the MSDS requirement. All items must meet all applicable OSKA standards and regulations and all electrical items must bear the appropriate listing form UL, FMRC, or NEMA.

20. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must be a well established organization and have an adequate number of trained personnel to ensure quality and performance and completion of contract within a specified time period. 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.

21. Successful bidder will pay or cause to be paid, without cost or expenses to Hidalgo County Head Start Program 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.

22. 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 Hidalgo County Head Start Program in the event of breach or default by successful bidder; Hidalgo County Head Start Program 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.

23. 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.

24. 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 Head Start Program, Texas.

25. 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 Hidalgo County Head Start Program.

Bid

"PLUMBING REPAIR BID #2009-04-037
FOR HIDALGO COUNTY HEAD START PROGRAM

April 21, 2009

To: Ambrosio Tovar, Procurement Director
Hidalgo County Head Start Program
1901 West State Highway 107
McAllen, TX 78504

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 Head Start Program 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 Head Start Program 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:_____

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR BIDS

"PLUMBING REPAIR"

EXHIBIT "A"

SPECIFICATIONS

EXHIBIT A

SPECIFICATIONS FOR PLUMBING REPAIR

BID #2009-04-037

OBJECTIVE: The objective of this contract is to provide full service maintenance and repair of all plumbing systems to include emergency service call to keep the equipment useable and operable. Work performed shall be in accordance with manufacturer's commercial practice. Contractor understands and agrees that this is a "LABOR AND COST OVER PARTS" contract and that he will supply all equipment and parts which furnish all labor, parts, materials and supplies necessary to complete this contract.

SITE VISIT: Bidders must examine plumbing systems to ensure they are functioning properly and are in good condition. Bidder shall not be relieved of responsibility for properly estimating cost of service required, or condition of existing equipment, because of his failure to investigate and inspect the equipment. The visit must be coordinated in advance with Field Operations Director for the Hidalgo County Head Start Program, or designated representative, at (956) 383-0706 ext. 217.

SPECIFICATIONS – GENERAL: The following specifications apply to this contract:
Any job orders which are estimated to exceed $1,000.00 must be approved by the Field Operations Director prior to being performed.

BILLING SPECIFICATIONS: Invoices must be submitted to the Field Operations Department on a weekly basis. The following information must be listed on the submitted invoice.

1. **Center Location**
2. **Date**
3. **Description of Repair(s) being performed**
4. **Labors Price**
5. **Parts – Price**
6. **Parts Mark-up Price**
7. **Purchase Order**
8. **Confirmation Signature form Center Director**

LETTERS OF RECOMMENDATION:

Bidders must submit three (3) letters of recommendation (example: schools, cafeterias, day cares, or other governmental entities) on services provided to any of the entities mentioned above. Original letters must be included in bid package, no copies will be accepted.

EQUIPMENT:

The following is a list of Centers locations where the equipment will be serviced under this contract.

SEE ATTACHED LIST (Exhibit B), OF HIDALGO COUNTY HEAD START PROGRAM CENTER LOCATIONS

The following work is required on an as needed basis:

- To install additional (new) gas and water lines, including fixtures, water heaters, etc.
- Replace – parts (i.e., faucets, fixtures, disposals, pipes) etc. Replacement parts shall be the newest design available provided they are compatible with end-use equipment and functionally equivalent.
- Drain Cleaning service
- Water heater repair (gas or electric)
- Repair broken Gas & Water Lines
- Sewer Lines repaired and/or installed
- Repair of Garbage disposal & dishwasher

□ The following may be **required upon request:**

- Leaky Faucets
- AVP Rooter Service
- Shower pan repair
- Back Flow prevention system (Install and/or re-certify)

EMERGENCY CALLS

Contractor shall provide emergency service at no additional cost, in addition to normal maintenance and repairs as follows:

(a) Emergency response within two (2) hours after call, on a twenty four (24) hour a day basis, everyday, including weekends and holidays.
(b) Contractor shall provide a current list of individuals responsible for providing emergency calls, to Hidalgo County Head Start Program Field Operations Director or designated representative.
(c) Automatic telephone answering or recording device numbers are not acceptable. One additional telephone number of someone within the company management structure shall also be given. This

additional number is not to be used unless there has been no response to emergency calls within (2) hours.

(d) Emergency service requests may only be made by the Field Operations Coordinator or designated representatives; a copy of such listing shall be provided to vendor.

ACCESS TO BUILDINGS: Field Operations Director or designated representative of Hidalgo County Head Start Program Field Operations Director shall establish mutually agreeable schedule for performance of routine service calls, schedule of normal operating hour points of access, and other information necessary to insure optimum convenience to all concerned.

(a) The facilities are located at:
SEE ATTACHED LISTS OF HIDALGO COUNTY START PROGRAM CENTER LOCATIONS

(b) All keys given to Contractor must be returned within forty-eight hours (48).

GRACE PERIOD OPTION: Hidalgo County Head Start Program reserves the right to continue this bid for an additional ninety (90) day(s) Grace Period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

INSPECTION AND ACCEPTANCE: The Hidalgo County Head Start Program Field Operations Director, or its designated representative for each department, is hereby designated to participate in the administration of this contract to insure contractor's compliance with its technical requirements, including inspection and acceptance of the services for the Hidalgo County Head Start Program the performance site.

TERM: The initial term of these contracts will be for one (1) year from date of award. The Hidalgo County Head Start Program may terminate the contracts upon ninety (90) days advance written notice to Contractors.

SUBCONTRACTING: The vendor awarded the contract shall not engage the service of a subcontractor without prior written consent of Hidalgo County Head Start Program. When requesting consent from Hidalgo County Head Start Program for the retention of a subcontractor to perform services hereunder, the successful bidders must present evidence that the proposed subcontractor possesses all necessary licenses and permits to perform the services described herein, and that the subcontractor and the successful vendor have obtained the required insurance coverage and policies as required by Hidalgo County Head Start Program. Payment to subcontractor must be made by vendors.

RESPONSIBILITY OF CONTRACTOR:

(a) The vendor awarded the contract shall present evidence that vendor possesses all necessary licenses and permits to perform the services described herein, and that the successful vendor has obtained the required insurance coverage and policies as required by Hidalgo County Head Start Program. Termination, suspension or revocation of required licenses or permits are grounds for immediate termination of any awarded contract.

(b) Interested vendors must have the capabilities to address two or more repairs (jobs) at one time.

NEW SITES: The contracts will not automatically entitle vendors to any installation rights for any new buildings which may be acquired during the contract term.

AWARD: Hidalgo County Head Start Program reserves the right to award the bid on a lump sum basis to one bidder or to multiple bidders if the County determines it is in its best interest to do so.

Hidalgo County Head Start Program
Procurement Department
PLUMBING REPAIR
BID #2009-04-037

BID FORM

Hidalgo County Head Start Program
1901 West State Highway 107
McAllen, TX 78504
Attn: Ambrosio Tovar, Procurement

PRICE: No preventive maintenance costs are to be applied to contracts. Pricing for contracts should be considered for hourly rate and percentage of cost over the parts.

Hourly Rate for:

PLUMBING REPAIR: _____ **per hour.**

Parts Mark Up: _____ **%**

BIDDER/COMPANY NAME:_____.

ADDRESS:_____.

CITY/STATE/ZIP CODE:_____.

TELEPHONE NUMBER:_____ FAX NUMBER:_____.

CELLULAR/PAGER NUMBERS:_____.

TITLE:_____.

SIGNATURE:_____.

PRINTED NAME:_____

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR BIDS

"PLUMBING REPAIR"

EXHIBIT "B"

CM: Center Manager

Exhibit "B"

Hidalgo County Center Directory

Alamo H/S Center CM: Enedelia Fricks 303 South 7th Alamo, TX 78516 Tel: 787-4318 Fax: 283-0573	**Edinburg III H/S Center** CM: Leonor Ruiz 3817 South I Rd. Edinburg, TX 78539 Tel: 383-7041 Fax: 383-7370	**Las Milpas II H/S Center** CM: Noe Hernandez 901 E. Thomas Pharr, TX 78577 Tel: 787-6525 Fax: 787-6431	**Mission I H/S Center** CM: Zoraida Garcia 115 Mayberry Mission, TX 78572 Tel: 581-2031 Fax: 585-7802	**Peñitas H/S Center** CM: Marissa Guerra 1 Mile South of Hwy 83 Peñitas, TX 78576 Tel: 584-7164 Fax: 580-0418	**Weslaco II H/S Center** CM: Natalia Salas 9 Mile W. 5 Mile N. Weslaco, TX 78596 Tel: 969-3064 Fax: 447-1789
Alton H/S Center CM: Simona Peña 202 W. Dawes Avenue Alton, TX 78572 Tel: 581-8854 Fax: 583-6016	**Edinburg IV H/S Center** CM: Estefana Barco 3215 Richardson Rd. Edinburg, TX 78539 Tel: 383-4730 Fax: 316-0432	**McAllen II H/S Center** CM: Martha DeLeon 1001 S. 16th McAllen, TX 78501 Tel 631-4240 Fax: 682-5709	**Mission II H/S Center** CM: Estella Gonzalez 1105 East 8th Street Mission, TX 78572 Tel: 581-3635 Fax: 583-6218	**Pharr H/S Center** CM: Mariza Garcia 415 E. Clark Pharr, TX 78577 Tel: 781-0116 Fax: 787-4750	**Weslaco III H/S Center** CM: Leticia Rodriguez 6 ½ W & Exp. 83 Weslaco, TX 78596 Tel: 968-9751 Fax: 969-8668
Donna I H/S Center CM: Maria H. Najera 1402 Silver Avenue Donna, TX 78537 Tel: 464-2443 Fax:464-5373	**Edinburg V H/S Center** CM: Ana Villaurrutia 3500 E. F.M. 2812 Edinburg, TX 78539 Tel: 383-0665 Fax: 383-2760	**McAllen IV H/S Center** CM: Imelda Vela 3900 South Ware Rd McAllen, TX 78501 Tel: 318-3797 Fax: 618-1256	**Mission III H/S Center** CM: Diana Mireles 3401 North Mayberry Mission, TX 78572 Tel: 580-9709 Fax: 581-3252	**Progreso H/S Center** CM: Sylvia Serrano Corner of S. 1015 & Palm Progresso, TX78579 Tel: 565-0107 Fax: 514-0317	**Western RD H/S Center** CM: Noe Gonzalez Corner of 2221 & Western Rd Mission, TX 78572 Tel: 583-9700 Fax: 581-8155
Donna II H/S Center CM: Oralia DeHoyos 1715 Miller Avenie Donna, TX 78537 Tel: 464-2561 Fax: 461-3830	**Elsa H/S Center** CM: Alicia Becerra 700 Northwest Elsa, TX 78543 Tel: 262-4542 Fax: 262-3644	**McAllen V H/S Center** CM: Rosa Fuentes 1200 North 25th St McAllen, TX 78501 Tel: 928-1396 Fax: 994-8292	**Mission IV H/S Center** CM: Diana Anzaldua 301 South Inspiration Mission, TX 78574 Tel: 581-6409 Fax: 581-1835	**San Carlos H/S Center** CM: Irma Gonzalez 134 Norh 86 San Carlos, TX 78539 Tel: 381-9119 Fax: 381-9307	**Administration Office** 1901 W. State hwy 107 McAllen, TX 78504 Tel: 383-0706 Fax: 380-2588
Donna IV H/S Center CM: Alicia Zamora 202 West South Avenue Donna, TX 78537 Tel: 461-2699 Fax: 461-3245	**Hidalgo H/S Center** CM: Delia Martinez 621 South 5th St. Hidalgo, TX 78557 Tel: 843-8361 Fax: 843-6739	**McAllen VI H/S Center** CM: Leticia Zepeda 2601 Sarah Avenue McAllen, TX 78502 Tel: 683-8166 Fax: 683-1966	**Monte Alto H/S Center** CM: Alicia Becerra 25249 1st Street Monte Alto, TX 78538 Tel: 262-4591 Fax: 262-9229	**San Juan I H/S Center** CM: Veronica Garcia 200 North Cougar San Juan, TX 78589 Tel: 787-4358 Fax: 787-8265	**Edcouch Kitchen** HC: W. Hwy 107 & Mile 4 North Edcouch, TX 78538 Tel: 262-2552 Fax: 262-5284
Edcouch H/S Center CM: Alejandra Perez W. Hwy. 107 & Mile 4 North Edcouch, TX 78538 Tel: 262-4552 Fax: 262-7527	**La Herencia H/S Center** CM: Olga Rubio RR 3 Box 3059 Mercedes, TX 78570 Tel: 514-4828 Fax: 514-4917	**Vine Terrace H/S Center** CM: Ludivina Almaguer 2220 (B) North 27th St McAllen, TX 78501 Tel: 687-9437 Fax: 630-4707	**Palmview I H/S Center** CM: Cynthia Gonzalez ¼ Mile N 495 on FM 2062 Palmview, TX 78572 Tel: 580-1394 Fax: 519-7373	**San Juan II H/S Center** CM: Norma Donava 601 Earling Rd. San Juan, TX 78589 Tel: 782-1056 Fax: 781-9022	**Mission Kitchen** HC: Susana Garcia 400 W 13th Mission, TX 78572 Tel: 581-7415 Fax: 581-0020
Edinburg I H/S Center CM: Dalia Gutierrez 225 South 25th St Edinburg, TX 78539 Tel: 383-3922 Fax: 383-0823	**La Joya H/S Center** CM: Marissa Guerra 105 E. 5th & Leo Avenue La Joya, TX 78560 Tel: 581-2022 Fax: 584-7298	**Mercedes I H/S Center** CM: Luisa Barrera 1100 W. Expressway 83 Mercedes, TX 78570 Tel: 565-5062 Fax: 514-1163	**Palmview II H/S Center** CM: Beatriz Niño 618 Breyfogle Rd. Mission, TX 78572 Tel: 83-4435 Fax: 584-3178	**Sullivan City H/S Center** CM: Mirta Trigo Highway 83 Sullivan City, TX 78595 Tel: 485-2996 Fax" 485-9597	
Edinburg II H/S Center CM: Dalia Gutierrez 1200 North 1st Street Edinburg, TX 78539 Tel: 380-1088 Fax: 287-9321	**Las Milpas I H/S Center** CM: Virginia Montañez 714 Zapata Avenue Pharr, TX 78577 Tel: 483-1723 Fax: 781-2696	**Mercedes II H/S Center** CM: Olga Rubio 2601 East Mile 8th North Mercedes, TX 78570 Tel: 514-5492 Fax: 514-1247	**Palmview III H/S Center** CM: Ana Cedillo 2401 Moorfield Rd. Rear Mission, TX 78572 Tel: 584-3860 Fas: 584-3857	**Weslaco I H/S Center** CM: Natalia Salas 310 N. Kansas Street Weslaco, TX 78596 Tel: 968-3886 Fax: 969-8116	**C.M.: Center Manager**

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR BIDS

"PLUMBING REPAIR"

EXHIBIT "C"

INSURANCE REQUIREMENTS

EXHIBIT "C"
Insurance Requirements

The bidder/applicant 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. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000.00) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence, consistent with potential exposure to County under the Texas Tort Claims Act. Coverage should include injury to or death of persons and property damage claims (with limits up to $500,000.00) arising out of the services provided to County hereunder;

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

5. Workers compensation insurance in amounts established by Texas law, unless the respondent 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 Hidalgo County Head Start Program- Procurement Department 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 ACKNOWLEDGEMENT

I, _____, authorized representative for_____,
Company/Ven-dor
hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court; (*An insurance certificate for the required insurance limits shall be provided to the Procurement Department in order to qualify for award of bid and to execute a contract between our Company and the County.)

- will acquire additional amount needed to meet the County's requirements within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court: currently carry the following:

  Automobile Liability: $_____General Liability: $_____.

  (*An insurance certificate for the required insurance limits shall be provided to the Procurement Department in order to qualify for award of bid and to execute a contract between our Company and the County.) **OR**

- have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

NOTICE TO BIDDER: Failure to provide Certificates of Insurance at Purchasing Department will cause the bid award to be rescinded and then awarded to next lowest bidder. Certificates of Insurance will be monitored/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

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQURIEMENTS 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 Head Start Program 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

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR BIDS

"AIR CONDITIONING MAINTENANCE & REPAIR"

EXHIBIT "D"

CONFLICT OF INTEREST

EXHIBIT D

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government 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 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 doing business with local governmental entity.

2 ☐ Check this box if you are filling 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 additonal 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 government entity?

☐ Yes ☐ No

C. Is the filer of the 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

REQUEST FOR BIDS

"AIR CONDITIONING MAINTENANCE & REPAIR"

EXHIBIT E

PROPOSER'S AFFIDAVIT

EXHIBIT "E"

PROPOSER'S AFFIDAVIT

**PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTREST, AND ANTI-LOBBYING
FOR "SPECIAL SERVICE PROVIDERS"**

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further States no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

_____

Signature/ Title: _____

_____

Subscribed and sworn to before me this _____day of _____, 2009.

_____

Notary Public

My Commission expires: _____, 2009

HIDALGO COUNTYHEAD START PROGRAM
Bidder/Vendor Application

Complete in print or type. It is the vendor's responsibility to return this application to Hidalgo County Head Start Program Procurement Department.

Company Name **Telephone No. ( )**
Mailing Address **Fax No. ( )**
City, State, Zip **Tax I.D. No.**
Remit to Address **City, State, Zip**
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____ LLC _____ Other, Specify **Federal Identification No. or (if individual) SS No.**
State of Incorporation: _____ 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**

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 Hidalgo County Head Start Program 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?: · State General Services 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 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): · State General Services 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): · State General Services 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): · State General Services Commission · Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )_____Subcontract Amount: $_____ Description of Work to be Performed:

Certification For
Primary Covered Transactions

1. The _____ (Vendor Name) certifies to the best of its knowledge and belief, that it and its principals:

   a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

   b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

   d) Have not within a three-year period preceding this request for qualifications had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the _____ (Vendor Name) is unable to certify to any of the statements in this certification, such prospective vendor shall attach an explanation to this RFQ.

Signature:_____

Print Name:_____

Title:_____

Telephone No.:_____ Date: _____

Bid

"PLUMBING REPAIR BID #2009-04-037
FOR HIDALGO COUNTY HEAD START PROGRAM

April 21, 2009

To: Ambrosio Tovar, Procurement Director
Hidalgo County Head Start Program
1901 West State Highway 107
McAllen, TX 78504

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 Head Start Program 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 Head Start Program 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: Mike's Plumbing + Electrical Inc.

Address: P.O. BOX 3285

McAllen TX 78502

By: K. L

Printed Name: Kris Losoya

Title: MANAGER

Hidalgo County Head Start Program
Procurement Department
PLUMBING REPAIR
BID #2009-04-037

BID FORM

Hidalgo County Head Start Program
1901 West State Highway 107
McAllen, TX 78504
Attn: Ambrosio Tovar, Procurement

PRICE: No preventive maintenance costs are to be applied to contracts. Pricing for contracts should be considered for hourly rate and percentage of cost over the parts.

Hourly Rate for:

PLUMBING REPAIR: 75.00 **per hour.**

Parts Mark Up: 30% %

BIDDER/COMPANY NAME: Mike's Plumbing + Electrical Inc.

ADDRESS: P.O. Box 3285

CITY/STATE/ZIP CODE: McAllen TX 78502

TELEPHONE NUMBER: 956-686-1353 FAX NUMBER: 956-994-3130

CELLULAR/PAGER NUMBERS: 207-6017 Kris manager / 207-5136 Alex

TITLE: MANAGER

SIGNATURE: K. Ly

PRINTED NAME: Kris Losoya

INSURANCE REQUIREMENT ACKNOWLEDGEMENT

I, Kris Losoya, authorized representative for Mikes P + C,
Company/Ven-dor
hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court; (*An insurance certificate for the required insurance limits shall be provided to the Procurement Department in order to qualify for award of bid and to execute a contract between our Company and the County.)

- will acquire additional amount needed to meet the County's requirements within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court: currently carry the following:

  Automobile Liability: $ 1,000,000 General Liability: $ 2,000,000.

  (*An insurance certificate for the required insurance limits shall be provided to the Procurement Department in order to qualify for award of bid and to execute a contract between our Company and the County.) **OR**

- ✓ have already been met, see attached copy of insurance certificate.

Kris Losoya
Authorized Representative

5-11-09
Date

NOTICE TO BIDDER: Failure to provide Certificates of Insurance at Purchasing Department will cause the bid award to be rescinded and then awarded to next lowest bidder. Certificates of Insurance will be monitored/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

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQURIEMENTS ACKNOWLEDGMENT

This is to certify that I, KRIS LOSOYA, possess all of the APPLICABLE:

1) Licenses: MASTER PLBG, MASTER ELECT, CONTRACTORS
2) Bonds: yes
3) Certificates: BACKFLOW certified
4) Permits: All Cities
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 Head Start Program 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.

K. [signature]
Authorized Signature

5-11-09
Date

MIKES Plumbing + Electrical Inc.
Company

P.O. BOX 3285
Address

McAllen TX 78502
City, State, Zip

EXHIBIT D

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government 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 violates Section 176.006 Local Government Code. An Offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

Filed for Record in:
Hidalgo County
by Arturo Guajardo Jr.
County Clerk
On: Jun 17,2009 at 09:50A
As a Recording
Document Number: 2007932
Total Fees : 16.00
Receipt Number - 1046947
By:
Ismael Hidalgo, Deputy

1 Name of person doing business with local governmental entity.

Mike's Plumbing & Electrical, Inc.

2 ☐ Check this box if you are filling an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

N/A

Name of Officer

This section (item 3 including subparts A,B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001 (1-a), Local Government Code. Attach additonal 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 government entity?

☐ Yes ☐ No

C. Is the filer of the 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 Ileana M. Losoya
Signature of person doing business with the governmental entity

Ileana M. Losoya

6-17-09
Date

P.02 HCHS PROGRAM JUN-16-2009 18:10

EXHIBIT "E"

PROPOSER'S AFFIDAVIT

**PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTREST, AND ANTI-LOBBYING
FOR "SPECIAL SERVICE PROVIDERS"**

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, Ileana M. Losoya, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further States no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/ Title: Ileana M Loya Manager

Subscribed and sworn to before me this 17th day of June, 2009.

Albert Garcia

Notary Public

My Commission expires: September 20, 2012

ALBERTO GARCIA
MY COMMISSION EXPIRES
September 20, 2012

Official Receipt for Recording in:

Hidalgo County Clerk
P.O. Box 58
Edinburg,TX 78540

Issued To:
MIKE S PLUMBING & ELECTRICAL INC
P.O. BOX 3285
956-686-1353
MCALLEN TX 78502.

Recording Fees

Document Description	Number	Recording Amount
Recording	2007932	16.00
CONFLICT OF INTEREST		
Copies		1.00
		17.00

Collected Amounts

Payment Type	Amount
CASH	20.00
	20.00

Total Received :	20.00
Less Total Recordings:	17.00
Change Due :	3.00

Thank You
ARTURO GUAJARDO JR. - County Clerk

By - Ismael Hidalgo

Receipt#	Date	Time
1046947	06/17/2009	09:50a

70 2009 02007932

Hidalgo County
Arturo Guajardo Jr.
County Clerk
Edinburg,TX 78540

Instrument Number: 2009-2007932
As
Recording

Recorded On: June 17, 2009

Parties:

To

Billable Pages: 1

Number of Pages: 2

Comment: CONFLICT OF INTEREST

**** Examined and Charged as Follows: ****

Recording	16.00
Total Recording:	**16.00**

********** THIS PAGE IS PART OF THE INSTRUMENT **********
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2009-2007932
Receipt Number: 1046947
Recorded Date/Time: June 17, 2009 09:50A

User / Station: I Hidalgo - Cash Station 04

Record and Return To:

MIKE S PLUMBING & ELECTRICAL INC
P.O. BOX 3285
MCALLEN TX 78502

STATE OF TEXAS
COUNTY OF HIDALGO

I hereby certify that this Instrument was FILED in the File Number sequence on the date/time printed heron, and was duly RECORDED in the Official Records of Hidalgo County, Texas

Arturo Guajardo Jr.
County Clerk
Hidalgo County, TX

HIDALGO COUNTYHEAD START PROGRAM
Bidder/Vendor Application

Complete in print or type. It is the vendor's responsibility to return this application to Hidalgo County Head Start Program Procurement Department.

Company Name Mikes Plumbing + Electrical Inc **Telephone No. ( )** 956 686-1353

Mailing Address P.O. Box 3285 **Fax No. ( )** 956 994-3130

City, State, Zip McAllen TX 78501 **Tax I.D. No.** 174296690 25

Remit to Address **City, State, Zip**

Representative(s) Name(s) & Title(s) Kris Losoya manager / Mike Losoya president

Type of Organization (check one): ____ Individual ____ Partnership __X__ Corporation ____ LLC ____ Other, Specify

Federal Identification No. or (if individual) SS No. 174296690 25

State of Incorporation: TEXAS **Other:**

Type of Business (check one): ____ Manufacturer ____ Wholesaler ____ Retailer ____ Broker____ Distributor ____ Service Organization __X__ Other, Specify Plumbing SERVICE

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts: Kris Losoya , Alex Resendez , Mike Losoya

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:
- Less than 125,000 annual gross receipt
- Less than 250,000 annual gross receipt
- Less than 499,000 annual gross receipt
- More than 500,000 annual gross receipt

Disadvantaged Business (At Least 51% Ownership)
- Black American
- Hispanic American
- Asian Pacific American
- Native American
- Women
- Other

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

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 Hidalgo County Head Start Program 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?: · State General Services 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 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): · State General Services 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): · State General Services 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): · State General Services Commission · Other

Address: _____ City: _____ State: _____ Zip:

Contact Person: _____ Title: _____ Phone No.: ( )_____Subcontract Amount: $_____ Description of Work to be Performed:

Certification For
Primary Covered Transactions

1. The Mikes Plbg (Vendor Name) certifies to the best of its knowledge and belief, that it and its principals:

a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d) Have not within a three-year period preceding this request for qualifications had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the Mikes Plbg (Vendor Name) is unable to certify to any of the statements in this certification, such prospective vendor shall attach an explanation to this RFQ.

Signature: K. Losoya

Print Name: KRIS LOSOYA

Title: MANAGER

Telephone No.: 686-1353 / 207-6017 Date: 5-11-09

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/08/2009

PRODUCER
THE KLEMENT AGENCY
P.O. BOX 820
PROSPER TX 75078
(972) 562-7455

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
MIKE'S PLUMBING & ELECTRICAL INC.
P.O. BOX 3285
MCALLEN TX 78502-

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: AMERICAN HALLMARK INS.	
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 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/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	44CL439156-03	07/17/2008	07/17/2009	EACH OCCURRENCE	$ 1,000,000
		[X] COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
		[ ] CLAIMS MADE [X] OCCUR				MED EXP (Any one person)	$ 5,000
						PERSONAL & ADV INJURY	$ 1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$ 2,000,000
		[X] POLICY [ ] PRO-JECT [ ] LOC				PRODUCTS - COMP/OP AGG	$ 2,000,000
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		[ ] ANY AUTO					
		[ ] ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		[ ] SCHEDULED AUTOS					
		[ ] HIRED AUTOS				BODILY INJURY (Per accident)	$
		[ ] NON-OWNED AUTOS					
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		[ ] ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
A		EXCESS/UMBRELLA LIABILITY	44CL439156-03	09/29/2008	07/17/2009	EACH OCCURRENCE	$ 3,000,000
		[X] OCCUR [ ] CLAIMS MADE				AGGREGATE	$ 3,000,000
		WC/K-COMP					$
		[ ] DEDUCTIBLE					$
		[ ] RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
A		OTHER PROPERTY	44CL439156-03	07/17/2008	07/17/2009	BUILDINGS - 2 LOC	220,300
						CONTENTS - 2 LOC	82,400

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

HIDALGO COUNTY HEAD START PROGRAM
1901 W STATE HWY 107
MCALLEN TX 78504-

CANCELLATION

AI 100740

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

CERTIFICATE OF INSURANCE

RECEIVED
JUN 09 2009

SUCH INSURANCE AS RESPECTS THE INTEREST OF THE CERTIFICATE HOLDER NAMED BELOW WILL NOT BE CANCELED OR OTHERWISE TERMINATED WITHOUT GIVING 10 DAYS PRIOR WRITTEN NOTICE TO THE CERTIFICATE HOLDER, BUT IN NO EVENT SHALL THIS CERTIFICATE BE VALID MORE THAN 30 DAYS FROM THE DATE WRITTEN. THIS CERTIFICATE OF INSURANCE DOES NOT CHANGE THE COVERAGE PROVIDED BY ANY POLICY DESCRIBED BELOW.

This certifies that:
- ☒ STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY of Bloomington, Illinois
- ☐ STATE FARM FIRE AND CASUALTY COMPANY of Bloomington, Illinois
- ☐ STATE FARM COUNTY MUTUAL INSURANCE COMPANY OF TEXAS of Dallas, Texas , or
- ☐ STATE FARM INDEMNITY COMPANY of Bloomington, Illinois

has coverage in force for the following Named Insured as shown below:

NAMED INSURED: MIKE'S PLUMBING & ELECTRICAL INC

ADDRESS OF NAMED INSURED: PO BOX 3285, MCALLEN, TX 78502

POLICY NUMBER	077 0797-D07-53			
EFFECTIVE DATE OF POLICY	04/07/09-04/07/10			
DESCRIPTION OF VEHICLE (Including VIN)	FLEET COVERAGE			
LIABILITY COVERAGE	☒ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO
LIMITS OF LIABILITY a. Bodily Injury Each Person				
Each Accident				
b. Property Damage Each Accident				
c. Bodily Injury & Property Damage Single Limit Each Accident	1,000,000			
PHYSICAL DAMAGE COVERAGES a. Comprehensive	☐ YES ☐ NO $ Deductible	☐ YES ☐ NO $ Deductible	☐ YES ☐ NO $ Deductible	☐ YES ☐ NO $ Deductible
b. Collision	☐ YES ☐ NO $ Deductible	☐ YES ☐ NO $ Deductible	☐ YES ☐ NO $ Deductible	☐ YES ☐ NO $ Deductible
EMPLOYERS NON-OWNED CAR LIABILITY COVERAGE	☒ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO
HIRED CAR LIABILITY COVERAGE	☒ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO
FLEET - COVERAGE FOR ALL OWNED AND LICENSED MOTOR VEHICLES	☐ YES ☒ NO	☐ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO

Signature of Authorized Representative | AGENT (Title) | 53-8493 (Agent's Code Number) | 06/08/2009 (Date)

Name and Address of Certificate Holder

HIDALGO COUNTY HEADSTART
1901 W HIGHWAY 107
MCALLEN TEXAS 78504

FAX: 956-381-0439

Name and Address of Agent

Robert Elizalde
5107 S McColl Rd
Edinburg, TX 78539

INTERNAL STATE FARM USE ONLY:
- ☒ Request permanent Certificate of Insurance for liability coverage.
- ☒ Request Certificate Holder to be added as an Additional Insured.

122429.2 Rev. 06-10-2004

13341

RECEIVED
JUL 12 2006

Form **W-9**
(Rev. January 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return) Miki's Plumbing & Electrical Inc

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.) PO Box 3285

Requester's name and address (optional)

City, state, and ZIP code McAllen, TX

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
7 4 - 2 1 9 1 6 1 6 9 0 1 2

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 ▶ [signature] Date ▶ 06-13-06

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.

Note. *If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.*

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

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.

Cat. No. 10231X — Form W-9 (Rev. 1-2005)

Sf 10-12

Lawn Care

Bid #2009-04-038

I Want You Lawn Care

CONTRACT FOR SERVICES
BID # 2009-038-07-21

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

THIS AGREEMENT (The "Agreement") is made effective the 1st day of **September, 2009** by and between the HIDALGO COUNTY HEAD START PROGRAM, (hereinafter "The Program") a federally funded program under the auspices of HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas and **I WANT YOU LAWN CARE** (hereinafter "Provider") to serve at the pleasure of the Program. This Contract for Services may be extended for an additional year upon mutual agreement based on the same terms by the parties and terminating the **31st** day of **August, 2011.**

WITNESSETH:

WHEREAS, Program requires certain services which Provider to provide, a description of each service is attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, the Provider has agreed to provide the services enumerated in this Agreement for the Program; and

WHEREAS, the Program is the recipient of certain federal funds to be utilized for the provision of services to the students of the Program; and

WHEREAS, Program desires the services and repairs to be provided by the Provider; and

WHEREAS, the Provider will service and repair program facility and grounds on the terms and conditions hereinafter set forth; and

NOW, THEREFORE, in consideration of the foregoing and the following Provider and Program agrees as follows:

A. 1. Provider represents that (s)he is licensed by the State of Texas if licensing is required, and is qualified to perform and execute services provided in this Agreement. If such license is suspended or revoked, this Contract shall terminate instanter. The Provider shall immediately notify the Program of suspension or revocation of its license.

2. The Provider shall prepare, maintain and submit all records that are designated, required or prescribed by the Program, federal grantor agency, or County of Hidalgo. In addition, the Provider shall permit the Program, the Department of Health and Human Services and the County of Hidalgo to audit or inspect records and reports, review services and /or evaluate the performance of the services provided hereunder at any reasonable time. The Provider shall provide access to all its records, books, reports and other pertinent data and information needed to accomplish reviews of activities, services and expenditures of the Program.

3. In consideration for the above and foregoing, the Provider shall submit a monthly billing statement to the Program at:

Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, Texas, 78540

Said statement must provide an itemized list of services rendered to the Program during the statement period. Upon receipt of said statement, the Program shall process the requisition for payment in the usual customary manner utilized by the Program. The Provider shall be compensated based on the Program's fee schedule, a copy of which is attached and marked as Exhibit "B" hereto.

4. The Provider must comply with all applicable Program and Hidalgo County policies. Notwithstanding the foregoing sentence, the Provider represents and

maintains that (s)he is an independent provider and is not an employee of the Program, Hidalgo County, Texas, or any agency thereof, and further represents and warrants that (s)he does not desire nor shall request any fringe benefits provided to employees of the Program, Hidalgo County, Texas, and/or agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. The Provider agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received pursuant to this Agreement.

5. The Program and the Provider agree that either party may terminate this contract at any time for any reason or no reason at all upon the giving of thirty (30) days prior written notice to the other party. Proper notice will be submitted through certified letter to:

Teresa Flores, Executive Director
Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, Texas 78540-0117

OR

I WANT YOU LAWN CARE
1206 E. HELMER ST.
PHARR TX, 78577

6. Provider agrees to insure himself/herself for professional liability, premises liability and auto liability insurance covering not only the provider but also his/her employee's activities and services to the Program in cover limit(s) not less than the minimum amounts prescribed by the Texas Tort Claims Act, §101.001, et seq., Texas Civil Practices and Remedies Code. Provider shall furnish the Program a certificate issued by their insurer that such insurance is in full force and effect.

7. Except as otherwise herein provided, the Provider may not assign the obligations or rights under this Contract to any person without the prior written consent of the Program.

B. The Provider's employees, if any, who perform services for the Program under this Agreement shall be bound by the provisions of the terms of this Agreement. At the request of the Program, the Provider shall provide adequate evidence that such persons are the Provider's employees.

C. The Provider will indemnify and hold harmless and defend the Program and the County of Hidalgo, its employees, officers and agents from any and all claims, actions, liability, and expenses including all cost of judgments, settlements, court cost, and attorney's fees regardless of the outcome of such claim(s) or action(s) caused by, resulting from, or alleging negligent or intentional acts or omissions or any failure to perform any obligation undertaken or any covenant in this Agreement; whether such act, omission, or failure to perform any obligation undertaken or any covenant in this Agreement, whether such act, omission, or failure was caused by Provider's or that of any person providing services hereunder through or for Provider. Upon written notice from the County and the Program, Provider will resist and defend at its own expenses, and by counsel reasonably satisfactory to the County and the Program, any such claim(s) or action(s).

D. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performance in Hidalgo County, Texas.

E. 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.

F. Contract Extension. Hidalgo County Head Start Program reserves the right to extend this agreement for an additional ninety (90) days from the date of termination (August 31st, 2010) of the Contract period at the same rate and terms provided in this agreement. A thirty (30) day written notice of intention to extend will be provided prior to expiration of this Agreement by Hidalgo County Head Start Program.

G. No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

H. Provider will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing the services under this Agreement or in the selection of associates, employees, or independent providers.

I. Provider will perform its services at all times in compliance with federal, state, and local laws, rules and regulations, the policies, rule and regulations of the Program, and all currently accepted and approved methods and practices of the professional specialty relating to the services.

IN WITNESS WHEREOF, the parties have caused their names to be hereunto subscribed personally or by a duly authorized officer of agent of each party, effective the day and year first written above. EXECUTED as of the day and year first written above.

PROVIDER:
I WANT YOU LAWN CARE

BY: _____
(Provider's Name)

_____
(Print Name)

_____
(Title)

HIDALGO COUNTY HEAD START PROGRAM

BY: _____
J.D. Salinas, County Judge

BY: _____
Teresa Flores, Executive Director

BY: _____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
OXFORD & GONZALEZ

By:_____
Ricardo Gonzalez

APPROVED AS TO FORM:
ATLAS & HALL, L.L.P.

By:_____
Stephen L Crain

HIDALGO COUNTY HEAD START PROGRAM
LAWN CARE SERVICE

EXHIBIT A

Description of Services:

1. Awarded Vendor shall perform services in Hidalgo County as described below.

2. Awarded Vendor shall furnish all equipment (trucks, trailers mowers, trimmer, and blowers), labor, materials, tools, permits, all required insurances and fees required to provide satisfactory service. All equipment to be used for this service must be up to date with all safety regulations and inspections for safety precautions.

3. Service provided shall be on a bi-weekly basis.

4. Any kind of litter/debris/objects must be removed and properly disposed from lawn and plants, by awarded vendor before mowing is initiated for safety precautions. Sweeping/Blowing of mowed grass/weeds must be initiated immediately after mowing has been completed for safety precautions.

5. Lawn Care Company shall mow lawn(s) trim around sidewalks, trees, plants, fencing perimeter and around building perimeter-Monday through Friday, between the hours of 8:00 a.m. to 5:00 p.m. unless otherwise requested by the Hidalgo County Head Start Program.

6. Any extra Lawn Care Service such as trimming hedges, trees, and/or turning soil will require prior authorization from the Procurement Department before any such services are conducted.

7. The Awarded Vendor representative shall sign in on the " Center Roster Sign-In." The report shall contain the date of (1) service, (2) arrival and departure time, (3) name of facility, and (4) staff signature. The report shall be brought or sent in to the Hidalgo County Head Start Program-Administration Office, 1901 West State Highway 107, McAllen, TX.

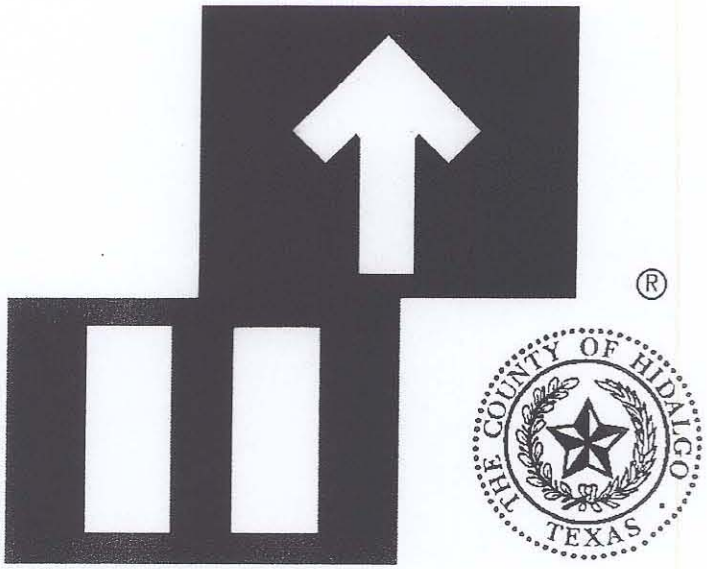
8. Any and all damages done (belonging to staff or Head Start) while working at the Head Start sites will be reported to the center manager or designee. (i.e., broken windows, dents to automobiles, fence)

HIDALGO COUNTY HEAD START PROGRAM
LAWN CARE SERVICE

EXHIBIT B

Fee Schedule:

Service Name: $70.00 per center/monthly



Hidalgo County Head Start Program

Bid No: 2009-04-038	Procurement Director: Ambrosio Tovar	Tel. No: (956) 380-4149

HIDALGO COUNTY HEAD START PROGRAM

REQUEST FOR BIDS

LAWN CARE SERVICES

BID #2009-04-038

McAllen, Texas

April 21, 2008

Contact Person:

Ambrosio Tovar, Procurement Director
Hidalgo County Head Start Program
1901 W. State Hwy 107
McAllen, TX 78504
956-380-4149

REQUEST FOR BID (RFB) CHECKLIST

HIDALGO COUNTY HEAD START PROGRAM
"LAWN CARE SERVICES BID #2009-04-038
for Hidalgo County Head Start Program

1. Request for Bid Letter, consisting of 1 page.
2. Request for Bid, Legal Notice, consisting of 6 pages.
3. Specifications, Exhibit A, consisting of 5 pages.
4. Hidalgo County Head Start Program & Center Roster/Sign-In, Exhibit B consisting of 3 pages.
5. Insurance Requirements, Exhibit C, consisting of 3 pages.
6. Conflict of Interest Questionnaire, Exhibit D, consisting of 3 pages.
7. Proposer's Affidavit, Exhibit E, consisting of 1 page.
8. Bid Page consisting of 1 page
9. Bidder/Vendor Application, consisting of 1 page.
10. Historically Underutilized Business (HUB) Declaration, consisting of 1 page.
11. Certification Regarding Debarment, Suspension consisting of 1 page.
12. Bid Tabulation Sheet consisting of 1 page.
13. Draft Contract consisting of 6 pages.
14. W-9 Form (Request for Taxpayer ID) consisting of 4 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 Procurement Department by calling (956) 380-4149, to advise of missing documentation, and Procurement will forward information either through facsimile or by U.S. Mail.

Thank you.

Ambrosio Tovar, Procurement Director

4/21/09
Date

April 21, 2009

Re: **HIDALGO COUNTY HEAD START PROGRAM**
REQUEST FOR BIDS (RFB)
"LAWN CARE SERVICES"
BID Nº 2009-04-038

Dear Respondents:

Enclosed please find a Request for Bid (RFB) packet for you review and consideration.

Hidalgo County Head Start Program welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Procurement Department 956-380-4149.

Sincerely,

Ambrosio Tovar
Procurement Director
Hidalgo County Head Start Program

LEGAL NOTICE

Bid No: 2009-04-038

1. Sealed bids will be received for **"LAWN CARE SERVICES" FOR HIDALGO COUNTY HEAD START PROGRAM** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth; Bidders guarantees products/services offered will meet, or exceed, the written specifications identified in the bid. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). All deviations from the specifications must be noted in writing, in detail, by the bidder at the time of submittal of the bid. Strong rationale must be presented for any deviation from the specifications. The absence of a written list of specification deviations will hold the bidder strictly accountable to the County to the specifications as written. Hidalgo County Head Start Program reserves the right to reject the deviation and its effect on the overall bid. Any deviation from the specifications as written which the bidder did not previously submit prior to bid opening, as required, will be grounds for rejection of the materials/goods/services and/or equipment when delivered.

2. One (1) original and three (3) copies of bid are required with 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 enveloped and/or package, **"BID- LAWN CARE SERVICES" FOR HIDALGO COUNTY HEAD START PROGRAM** located 1901 West State Highway 107, McAllen, Texas, **on or before 2:00 p.m., on Wednesday, May 27, 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 BID.** 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. Hidalgo County Head Start Program will not be responsible for miss-sent or misplaced bids.

3. Hidalgo County Head Start Program 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.

   One or more vendors may be designated as approved "Primary" and/or "Secondary" vendors for purchases for this contract through the effective period of the award. In situations when purchasing from the Primary Vendor(s) is not in the best interest of the County (e.g., when vendor fails to meet established delivery schedules), departments may purchase from the Secondary Vendor(s)

   If a vendor is in default on an order, the County reserves the right to purchase the item in default and change the increase in price, if any, and coast of handling to the vendor. Failure to pay a damage assessment is cause for contract cancellation and/or suspension or removal of the vendor from the County's Centralized Master Bidders List (CMBL)

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County Head Start Program. Once a contract is awarded, no substitutions of products on the orders will be allowed without prior written consent from ordering department(s). Substitutions must be approved prior to shipment on a trial basis only, until original item(s) becomes available. Outstanding orders are not automatically amended by an approved substitution.

   Failure to the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County Head Start Program from all obligations to the contracting party with regard to the item(s) in question. In such event, Head Start may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise. The County may purchase on the open market any commodity

reported by a vendor to be on back order when the resultant delivery time is unsatisfactory. Damage may be applicable in cases of a pattern of back orders. Back orders received after the delivery scheduled date will not be accepted.

5. For work to be performed at a Hidalgo County Head Start Program 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 Head Start Program. 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. A bid cannot be altered or amended after the bid opening date and time. Any alterations made before the opening date and time shall be initialed by the bidder or the bidder's authorized agent identified in the bid.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening. No bid can be withdrawn after the bid opening date and time without approval of County. All approvals shall be based upon an acceptable written reason for the action. Prices submitted for the bid must be current and in effect at the time of the bid opening and shall remain firm throughout the contract term, including any contract extensions. NO price increases are allowed. Vendors are required to implement immediately any price decreases, roll backs, etc. that may become available. The County must be notified in writing of any decreases for file updating purposes and notice to contract users.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the Hidalgo County Head Start Program Director or 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. Hidalgo County Head Start Program reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., Hidalgo County Head Start Program Prepaid.

12. Hidalgo County Head Start Program 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. Both unit prices and extensions must be submitted. In case of discrepancies, unit prices shall govern.

13. Funds for this procurement have been provided through the Hidalgo County Head Start Program budget for this fiscal year only. Hidalgo County Head Start 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 Hidalgo County Head Start which is payable out Purchases orders shall be generated by the Hidalgo County Head Start to the successful bidder(s). The purchase order number must appear on all itemized invoices, packing slips and delivery tickets. Hidalgo County Head Start will not be held responsible for nay orders placed/delivered without a valid, signed purchase order.

14. Upon award and prior to execution of a contract. Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Head Start Finance Department in order to establish an account with the Head Start Program. All awarded vendors must submit a complete W-9 and a copy of their Federal ID Number Certificate.

15. POST AWARD PRODUCTS DELIVERY INSTRUCTIONS:

- Materials and supplies must be shipped within 72 hours from arrival of purchase order.
- Deliveries shall be accepted between 8:00 AM, Monday-Friday, unless prior approvals for after-hours deliveries have been obtained from respective department(s) contact person(s) before delivery will be accepted, unless other delivery arrangements have been made.
- At least seventy tow (72) hours prior notice of delivery must be given to, Ambrosio Tovar, Procurement Director before delivery will be accepted, unless other delivery arrangements have been made.

Deliveries not made within delivery schedule shall be considered delinquent. Delinquent orders shall constitute a breach of contract. The vendor must notify the requesting department of orders that exceed the delivery schedule to either cancel the order or extend the delivery schedule for that order.

At least seventy-two (72) hours prior to notice of a foreseen delivery delay shall also be given to appropriate departments(s) contact person(s). The County has the right to extend the delivery date if reasons appear valid. The vendor must keep the County advised at all times of the status of the order(s). If the vendor has orders in their possession which have not been completed within the specified delivery time, the Head Start Program reserves the right to withhold issuances of further orders until all orders have been filled and acceptable assurance has been given that the event will not be repeated.

For items not in stock at the time of order, vendor is to contact respective department(s) for approval, or cancellation, of a delivery time and date.

The Head Start Program reserves the right to pick up orders during emergency situations.

If you need additional information contact information will be provided upon contract award.

16. BILLING AND PAYMENT INSTRUCTIONS:
All vendors doing business with the Head Start Program must have on file a Form W-9, Request for Taxpayer Identification Number and Certifications. A copy of this form is included for your use and is to be submitted with your bid, if not on file.

Invoices must include:

a) Name and address of successful bidder
b) Name and address of receiving department or official (signed delivery tickets)
c) Purchase Order Number (if any)
d) Notation- "HIDALGO COUNTY HEAD START PROGRAM"
e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

Vehicle title paperwork must be properly filled out and provided at time of delivery.
The following documentation must be included:

a) Certificate of Origin (signed title, if used vehicle purchase)
b) Application for Texas Certificate Of Title (Form 130-U)
c) Odometer Disclosure Statement

Discount payment will be considered when offered. Price decreases are acceptable. Volume discount on products are acceptable by Hidalgo County Head Start Program. The Hidalgo County Head Start Program reserves the right to negotiate the price of any product listed in the catalog when large quantities are requested by a user department.

Contract person for Billing and Payment questions:

Attn: Hidalgo County Head Start Program
Elma Keller Finance Department
1901 W. State Hwy 107
McAllen, TX. 78504
(956) 383-0706

17. Schedule of Events

Bid Opening, 3:00 P.M.	May 27, 2009
Project Award of Contract or Issuance of Purchase Order	_____, 2009
Project Commence Work or Deliver Products	_____, 2009

18. Ethical Standards:

- It shall be a breach of ethics to offer, give or agree to give any 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 Hidalgo County Head Start Program.

- 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 Head Start Program (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 Hidalgo County Head Start Program. 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 that contracts or seeks to contract with Hidalgo County Head Start Program 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 Head Start Program 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 Head Start Program office located at 1901 W. State Hwy 107 McAllen, TX 7804 – Head Start Program

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

'ds, and all goods and services provided hereunder, shall comply with all federal, state and local laws concerning this ιype(s) of goods and/or services. Vendor must provide, at no cost, at least one (1) copy of any applicable Material Safety Data Sheets (MSDS) with each shipment during the term of the contract. If OSHA or Federal or State laws provide for additional requirements are in addition to the MSDS requirement. All items must meet all applicable OSKA standards and regulations and all electrical items must bear the appropriate listing form UL, FMRC, or NEMA.

20. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must be a well established organization and have an adequate number of trained personnel to ensure quality and performance and completion of contract within a specified time period. 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.

21. Successful bidder will pay or cause to be paid, without cost or expenses to Hidalgo County Head Start Program 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.

22. 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 Hidalgo County Head Start Program in the event of breach or default by successful bidder; Hidalgo County Head Start Program 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.

23. 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.

24. 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 Head Start Program, Texas.

25. 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 Hidalgo County Head Start Program.

Bid

"LAWN CARE SERVICE BID #2009-04-038
FOR HIDALGO COUNTY HEAD START PROGRAM

April 21, 2009

To: Ambrosio Tovar, Procurement Director
Hidalgo County Head Start Program
1901 West State Highway 107
McAllen, TX 78504

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 Head Start Program 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 Head Start Program 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:_____

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR BIDS

"LAWN CARE SERVICES"

EXHIBIT "A"

SPECIFICATIONS

EXHIBIT "A"

HIDALGO COUNTY HEAD START PROGRAM

PECIFICATIONS FOR LAWN CARE:

OBJECTIVE:

The objective of this contract is to provide full service for all **"Lawn Care Services"** for Hidalgo County Head Start Program at the facilities listed herein. Work performed shall be in accordance with commercial practice. Contractor understands and agrees that they will supply all equipment and furnish all labor, materials and supplies necessary to complete this contract.

The Hidalgo County Head Start Program is requesting sealed bids for **LAWN CARE SERVICES for** a period of one (1) year with the option to extend for an additional ninety (90) day Grace period at the end of the contract for unforeseen delays.

The following work is required:

1. Awarded Vendor shall perform services in Hidalgo County as per attached list.(EXHIBIT "B")

2. Awarded Vendor shall furnish all equipment (trucks, trailers mowers, trimmers, and blowers), labor, materials, tools, permits, all required insurances and fees required to provide satisfactory service. All equipment to be used for this service must be up to date with all safety regulations and inspections for **safety precautions**.

3. Service provided shall be on a bi-weekly basis.

4. Any kind of litter/debris/objects must be removed and properly disposed from lawn and plants, by awarded vendor before mowing is initiated for **safety precautions**. Sweeping/Blowing of mowed grass/weeds must be initiated immediately after mowing has been completed for **safety precautions.**

5. Lawn Care Company shall mow lawn(s) trim around sidewalks, trees, plants, fencing perimeter and around building perimeter-Monday through Friday, between the hours of 8:00 a.m. to 5:00 p.m. unless otherwise requested by the Hidalgo County Head Start Program.

6. Any extra Lawn Care Service such as trimming hedges, trees, and/or turning soil will require prior authorization from Procurement Department before any such services are conducted.

7. The Awarded Vendor representative shall sign in (Exhibit "B") Center Roster Sign-In. The report shall contain the date of (1) service, (2) arrival and departure time, (3) name of facility, and (4) staff signature. The report shall be brought or sent in to the Hidalgo County Head Start Program-Administration Office, 1901 West State Highway 107, McAllen, TX.

8. Any and all damages to property belonging to staff or Head Start done while working at the Head Start sites will be reported to the center manager or designee. (i.e., broken windows, dents to automobiles, fence)Copy of the all required Insurances must accompany proposal. (EXHIBIT "C")

9. Service Contract shall begin on _____,2009 through _____,2010 (EXHIBIT "D").

BILLING SPECIFACTIONS:

All Invoices must be submitted to the Field Operations Department on a MONTHLY basis. The following information must be listed on the submitted invoice.

1) Center Location
2) Date
3) Description of service being performed
4) Purchase Order
5) Confirmation Signature from Center Director

ACCESS TO LAWNS:

Field Operations Director or designated representative of Hidalgo County Head Start Program Field Operations Director shall establish mutually agreeable schedule for performance of routine service, schedule of normal operating hours, points of access, and other information necessary to insure optimum convenience to all concerned.

LETTERS OF RECOMMENDATION:

Bidder must submit three letters of recommendation (example: schools, cafeterias, day cares, or other government entities) on services provided to any of the entities mentioned above. Original letters must be included in bid package, no copies will be accepted.

LOCATIONS:

SEE ATTACHED LIST (EXHIBIT B), OF HIDALGO COUNTY HEAD START PROGRAM CENTER LOCATIONS

GRACE PERIOD OPTION:

Hidalgo County Head Start Program reserves the right to continue this bid for an additional ninety (90) days Grace Period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

INSPECTION AND ACCEPTANCE:

The Hidalgo County Head Start Program Field Operations Director, or its designated representative for each department, is hereby designated to participate in the administration of this contract to insure contractor's compliance with its technical requirements, including inspection and acceptance of the services for the Hidalgo County Head Start Program the performance site.

TERM:

The initial term of these contracts will be for one (1) year from date of award. The Hidalgo County Head Start Program may terminate the contracts upon ninety (90) days advance written notice to contractors.

SUBCONTRACTING:

The vendor awarded the contract shall not engage the service of a subcontractor without prior written consent of Hidalgo County Head Start Program. When requesting consent from Hidalgo County Head Start Program for the retention of a subcontractor to perform services, hereunder, the successful bidders must present evidence that the proposed subcontractor possesses all necessary licenses and permits to perform the services described herein, and that the subcontractor and the successful vendor have obtained the required insurance coverage and policies as required by Hidalgo County Head Start Program. Payment to subcontractor must be made by vendors.

RESPONSIBILITY OF CONTRACTOR:

a) The vendor awarded the contract shall present evidence, that vendor possesses all necessary licenses and permits to perform the services described herein, and that the successful vendor has obtained the required insurance coverage and policies as required by Hidalgo County Head Start Program. Termination, suspension or revocation of required licenses or permits are grounds for immediate termination of any awarded contract.

b) Interested vendors must have the capabilities to address two or more jobs at one time.

NEW SITES:

The contracts will not automatically entitle vendors to any rights for any new buildings which may be acquired during the contract term.

AWARD:

Hidalgo County Head Start Program reserves the right to award the bid on a lump sum basis to one bidder or to multiple bidders if the County determines it is in its best interest to do so.

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR BIDS

"LAWN CARE SERVICES"

EXHIBIT "B"

CENTER DIRECTORY
&
CENTER ROSTER SIGN IN

Exhibit "B"

Head Start Center Directory

ALAMO H/S CENTER C.M.: ENEDELIA FRICKS 303 South 7th Alamo, TX 78516 Phone #: 787-4318 Fax #: 283-0573	**ALTON H/S CENTER** C. M.: SIMONA PENA 202 W. Dawes Ave. Mission, TX 78572 Phone #: 581-8854 Fax #: 583-6016	**DONNA I H/S CENTER** C.M.: MARIA H. NAJERA 1402 Silver Ave. Donna, TX 78537 Phone #: 464-2443 Fax #: 464-5373	**DONNA II H/S CENTER** C. M.: ALICIA ZAMORA 1715 Miller Ave. Donna, TX 78537 Phone #: 464-2561 Fax #: 461-3830	**EDINBURG IV H/S CENTER** C.M.: ESTEFANA BARCO 3215 Richardson Rd. Edinburg, TX 78539 Phone #: 383-4730 Fax #: 316-0432
EDINBURG V H/S CENTER C.M.: ANA VILLAURRUTIA 3500 E. F.M. 2812 Edinburg, TX 78539 Phone #: 383-0665 Fax: 383-2760	**ELSA H/S CENTER** C.M.: ALICIA BECERRA 700 Northwest Hidalgo Elsa, TX 78543 Phone #: 262-4542 Fax #: 262-3644	**LA HERENCIA H/S CENTER** C.M.: LUISA BARRERA RR 3 Box 3059 Mercedes, TX 78570 Phone #: 514-4828 Fax #: 514-4917	**LA JOYA H/S CENTER** C.M.: MARISSA GUERRA 105 E. 5th & Leo Ave. La Joya, TX 78569 Phone #: 581--2022 Fax #: 584-7298	**LAS MILPAS I H/S CENTER** C.M.: VIRGINIA MONTANEZ 714 Zapata Ave. Pharr, TX 78577 Phone #: 783-1723 Fax #: 781-2696
MERCEDES I H/S CENTER C.M.: RAMONA PENA 1100 W. Expressway 83 Mercedes, TX 78570 Phone #: 565-5062 Fax #: 514-1163	**MISSION I H/S CENTER** C.M.: ZORAIDA GARCIA 115 Mayberry Mission, TX 78572 Phone #: 581-2031 Fax #: 585--7802	**MISSION II H/S CENTER** C.M.:ESTELA GONZALEZ 1105 East 8th St. Mission, TX 78572 Phone #: 581-3635 Fax #: 583-6218	**PALMVIEW I H/S CENTER** C.M.: CYNTHIA GONZALEZ ¼ M. N. 495 on FM 2062 Palmview, TX 78572 Phone #: 580-1394 Fax #: 519-7373	**PALMVIEW II H/S CENTER** C.M.: BEATRIZ NINO Corner Hwy 495 & Schuerbach Rd. Palmview, TX 78572 Phone #: 583-4435 Fax #: 584-3178
SAN CARLOS H/S CENTER C.M.: IRMA GONZALEZ 5 Mile E. Hwy 107 San Carlos, TX 78539 Phone #: 381-9119 Fax #: 381-9307	**SAN JUAN II H/S CENTER** C.M.: NORMA DONOVA 601 Earlling Rd. San Juan, TX 78589 Phone #: 782-1056 Fax #:781-9022	**SULLIVAN CITY H/S CENTER** C.M.: MIRTA TRIGO Highway 83 Sullivan City, TX 78595 Phone #: 485-2996 Fax #: 485-9597	**WESLACO II H/S CENTER** C.M.: NATALIA SALAS 9 Mile W. 5 Mile N. Weslaco, TX 78596 Phone #: 969-3064 Fax #: 447-1789	**WESLACO III H/S CENTER** C.M.: ROSALIA MARROQUIN 6 ½ W. & Expressway 83 Weslaco, TX 78596 Phone #: 968-9751 Fax #: 969-8668
WESTERN RD H/S CENTER C.M.: NOE GONZALEZ Corner of 2221 & Western Rd Mission, TX 78572 Phone #: 583-9700 Fax #: 581-8155		**ADMINISTRATION OFFICE** 1901 W. State Hwy 107 McAllen, TX 78504 P.O. Box 0117 Edinburg, TX 78540-0117 Phone #: 383-0706 Fax #: 380-2588		

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR BIDS

"LAWN CARE SERVICES"

EXHIBIT "C"

INSURANCE REQUIREMENTS

EXHIBIT "C"

Insurance Requirements

The bidder/applicant awarded the contract and any subcontractor that I sub contracted by the bidder shall furnish proof of insurance. The insurance shall be in place prior to providing any services under the contract and to continue at tall times in force in effect during the term of the contract. The insurance shall include at least the following limits:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000.00) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence, consistent with potential exposure to County under the Texas Tort Claims Act. Coverage should include injury to or death of persons and property damage claims (with limits up to $500,000.00) arising out of the services provided to County hereunder;

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

5. Workers compensation insurance in amounts established by Texas law, unless the respondent 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 Hidalgo County Head Start Program- Procurement Department 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 ACKNOWLEDGEMENT

I, _____, authorized representative for _____,
Company/Vendor
hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court; (*An insurance certificate for the required insurance limits shall be provided to the Procurement Department in order to qualify for award of bid and to execute a contract between our Company and the County.)

- will acquire additional amount needed to meet the County's requirements within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court: currently carry the following:

  Automobile Liability: $_____ General Liability: $_____.

  (*An insurance certificate for the required insurance limits shall be provided to the Procurement Department in order to qualify for award of bid and to execute a contract between our Company and the County.) **OR**

- have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

NOTICE TO BIDDER: Failure to provide Certificates of Insurance at Purchasing Department will cause the bid award to be rescinded and then awarded to next lowest bidder. Certificates of Insurance will be monitored/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

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQURIEMENTS 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 Head Start Program 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

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR BIDS

"LAWN CARE SERVICES"

EXHIBIT "D"

CONFLICT OF INTEREST

EXHIBIT D

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

or vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government 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 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 doing business with local governmental entity.

2 ☐ Check this box if you are filling 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 additonal 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 government entity?

☐ Yes ☐ No

C. Is the filer of the 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

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTREST, AND ANTI-LOBBYING
FOR "LAWN CARE SERVICES"

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request fro Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was give.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further States no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

_____

Signature/ Title: _____

_____

Subscribed and sworn to before me this _____day of _____, 2009.

_____

Notary Public

My Commission expires: _____, 2009

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR BIDS

"Lawn Care Services"

EXHIBIT E

PROJECT REQUIREMENT ACKNOWLEDGEMENT

Hidalgo County Head Start Program
LAWN CARE SERVICE
BID# 2009-04-038

BID PAGE

BID PRICE **MONTH** PER CENTER: _____
(Note: Mowing to be conducted two times a month per Center)

BIDDER'S NAME: _____

CITY/STATE/ZIP CODE: _____

TELEPHONE NUMBER: _____FAX NUMBER:_____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____DATE:_____

HIDALGO COUNTY HEAD START PROGRAM
Bidder/Vendor Application

Complete in print or type. It is the vendor's responsibility to return this application to Hidalgo County Head Start Program Procurement Department.

Company Name	**Telephone No. ( )**
Mailing Address	**Fax No. ( )**
City, State, Zip	**Tax I.D. No.**
Remit to Address	**City, State, Zip**
Representative(s) Name(s) & Title(s)	
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____ LLC _____ Other, Specify **Federal Identification No. or (if individual) SS No.**	
State of Incorporation: _____ Other:	

Certification For
Primary Covered Transactions

1. The _____ (Vendor Name) certifies to the best of its knowledge and belief, that it and its principals:

   a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

   b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

   d) Have not within a three-year period preceding this request for qualifications had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the _____ (Vendor Name) is unable to certify to any of the statements in this certification, such prospective vendor shall attach an explanation to this RFQ.

Signature:_____

Print Name:_____

Title:_____

Telephone No.:_____ Date: _____

INSURANCE REQUIREMENT ACKNOWLEDGEMENT

I, Edmundo Rivera, JR, authorized representative for Avant Your Lawn Care Service
Company/Vendor
hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- ◉ will be acquired within 10 days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court; (*An insurance certificate for the required insurance limits shall be provided to the Procurement Department in order to qualify for award of bid and to execute a contract between our Company and the County.)

- ○ will acquire additional amount needed to meet the County's requirements within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court: currently carry the following:

  Automobile Liability: $_____General Liability: $_____.

  (*An insurance certificate for the required insurance limits shall be provided to the Procurement Department in order to qualify for award of bid and to execute a contract between our Company and the County.) **OR**

- ○ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

NOTICE TO BIDDER: Failure to provide Certificates of Insurance at Purchasing Department will cause the bid award to be rescinded and then awarded to next lowest bidder. Certificates of Insurance will be monitored/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

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQURIEMENTS ACKNOWLEDGMENT

This is to certify that I, Eladio Rumeda Jr, 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 Head Start Program 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.

Eladio Rumeda Jr
Authorized Signature

May 18 2009
Date

Want you Lawn Care Service
Company

13016 E. Helmer St.
Address

Rio Texas 78577
City, State, Zip

EXHIBIT D

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

or vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government 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 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 doing business with local governmental entity.

I WANT YOU. Lawn Care Service

2 ☐ Check this box if you are filling an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

N/A

Name of Officer

This section (item 3 including subparts A,B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001 (1-a), Local Government Code. Attach additonal 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 government entity?

☐ Yes ☐ No

C. Is the filer of the 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 Eladio Pruneda Jr. — Signature of person doing business with the governmental entity

6-16-09 — Date

Hidalgo County
Arturo Guajardo Jr.
County Clerk
Edinburg,TX 78540

Instrument Number: 2009-2007750

As

Recording

Recorded On: June 16, 2009

Parties:

To

Billable Pages: 1

Number of Pages: 2

Comment: CIQ

**** Examined and Charged as Follows: ****

Recording	16.00
Total Recording:	**16.00**

********** THIS PAGE IS PART OF THE INSTRUMENT **********

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2009-2007750

Receipt Number: 1046747

Recorded Date/Time: June 16, 2009 02:45P

User / Station: A Uresti - Cash Station 03

Record and Return To:

I WANT YOU. LAWN CARE SERVICE
111 W 9TH STREET
SAN JUAN TX 78589

STATE OF TEXAS
COUNTY OF HIDALGO

I hereby certify that this instrument was FILED in the File Number sequence on the date/time printed heron, and was duly RECORDED in the Official Records of Hidalgo County, Texas

Arturo Guajardo Jr.
County Clerk
Hidalgo County, TX

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTREST, AND ANTI-LOBBYING
FOR "LAWN CARE SERVICES"

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, ELADIO PRUNEDA, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request fro Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was give.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further States no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/ Title: Eladio Pruneda Jr / Owner

Subscribed and sworn to before me this 16 day of June, 2009.

Juanita S. Alvarado

Notary Public

My Commission expires: 2/28/2013, ~~2009~~

STATE OF TEXAS
EXPIRES
2-28-2013
JUANITA S. ALVARADO
NOTARY PUBLIC

Hidalgo County Head Start Program
LAWN CARE SERVICE
BID# 2009-04-038

BID PAGE

BID PRICE **MONTH** PER CENTER: $70.00
(Note: Mowing to be conducted two times a month per Center)

BIDDER'S NAME: I want you Lawn Care Service "Eladio Pruneda"

CITY/STATE/ZIP CODE: 1206 E. Helmer St. Pharr Tx 78577

TELEPHONE NUMBER: 904 6636 FAX NUMBER: _____

AUTHORIZED SIGNATURE: Eladio Pruneda JR

PRINTED NAME: Eladio Pruneda JR

TITLE: Owner DATE: May 18 2009

HIDALGO COUNTY HEAD START PROGRAM
Bidder/Vendor Application

Complete in print or type. It is the vendor's responsibility to return this application to Hidalgo County Head Start Program Procurement Department.

Company Name I want You Lawn Care Service **Telephone No. (** 956 904 1613 **)**

Mailing Address 1206 E. Helmer St. **Fax No. (** **)**

City, State, Zip Pharr Texas 78577 **Tax I.D. No.** 563-37-0134

Remit to Address **City, State, Zip**

Representative(s) Name(s) & Title(s) Eladio Pruneda JR owner

Type of Organization (check one): ✓ **Individual** ____ **Partnership** ____ **Corporation** ____ **LLC** ____ **Other, Specify**

Federal Identification No. or (if individual) SS No. 563-37-0134

State of Incorporation: Texas **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:
Eladio Pruneda JR owner

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:
- Less than 125,000 annual gross receipt
- Less than 250,000 annual gross receipt
- Less than 499,000 annual gross receipt
- More than 500,000 annual gross receipt

Disadvantaged Business (At Least 51% Ownership)
- Black American
- Hispanic American
- Asian Pacific American
- Native American
- Women
- Other

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**

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 Hidalgo County Head Start Program 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?: · State General Services 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 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): · State General Services 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): · State General Services 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): · State General Services Commission · Other

Address: _____ City: _____ State: _____ Zip:

Contact Person: _____ Title: _____ Phone No.: ( )_____Subcontract Amount: $_____ Description of Work to be Performed:

Certification For
Primary Covered Transactions

1. The I want you Lawn Care Service (Vendor Name) certifies to the best of its knowledge and belief, that it and its principals:

a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d) Have not within a three-year period preceding this request for qualifications had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the I want you Lawn Care Service (Vendor Name) is unable to certify to any of the statements in this certification, such prospective vendor shall attach an explanation to this RFQ.

Signature: Eladio Pruneda JR

Print Name: Eladio Pruneda JR

Title: Owner

Telephone No.: 956 904 6630 Date: May 18 2009

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06-15-2009

PRODUCER
LUJAN INSURANCE AGENCY
P O BOX 704

PHARR TX 78577

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
LARRY PRUNEDA
DBA I WANT YOU
111 WEST 9TH
SAN JUAN TX 78589

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: PROGRESSIVE	
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 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/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY					
		[ ] COMMERCIAL GENERAL LIABILITY					
		[ ] CLAIMS MADE [ ] OCCUR				EACH OCCURRENCE	$
						DAMAGE TO RENTED PREMISES (Ea occurence)	$
						MED EXP (Any one person)	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY	$
		[ ] POLICY [ ] PRO-JECT [ ] LOC				GENERAL AGGREGATE	$
						PRODUCTS - COMP/OP AGG	$
A	1	AUTOMOBILE LIABILITY	05470630-0	06/15/09	06/15/10		
		[ ] ANY AUTO				COMBINED SINGLE LIMIT (Ea accident)	$
		[ ] ALL OWNED AUTOS				BODILY INJURY (Per person)	$ 50
		[X] SCHEDULED AUTOS				BODILY INJURY (Per accident)	$ 100
		[ ] HIRED AUTOS				PROPERTY DAMAGE (Per accident)	$ 50
		[ ] NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		[ ] ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		[ ] OCCUR [ ] CLAIMS MADE				AGGREGATE	$
		[ ] DEDUCTIBLE					$
		[ ] RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					$
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				[ ] WC STATUTORY LIMITS [ ] OTHER	
		If yes, describe under SPECIAL PROVISIONS below				E.L. EACH ACCIDENT	$
						E.L. DISEASE - EA EMPLOYEE	$
		OTHER				E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

HIDALGO COUNTY HEAD START
PO BOX 0117
EDINBURG, TX 78540

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

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LUJAN INSURANCE
PO BOX 704
PHARR, TX 78577
(956) 783-1165

June 15, 2009

Hidalgo County Head Start
Attn: Ambrosio Tovar
PO Box 0117
Edinburg, TX 78540

Ref: Workers Compensation Insurance

Dear Mr. Tovar:

Please note that we are currently working on the Workers Compensation Insurance for Larry Pruneda dba I Want You! Lawn care service. We are in the process of acquiring a policy for Mr. Pruneda and will forward this information to you as soon as it is available.

If you have any questions, please feel free to contact us at (956) 783-1165.

Sincerely,

Sylvia Ann Medina
Lujan Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/08/09

PRODUCER

Northeast Brokerage Agencies, INC
2495 Main St, Ste 209
Buffalo, NY 14214
(Monica McNutt Agency-956-702-4788)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

I Want You! Lawn Care Service
Eladio Pruneda
111 West 9th
San Juan, TX 78589

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Hartford	01SBAIB9195
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 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		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	01SBAIB9195	05/27/2009	05/27/2010	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 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
		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	$ $ $
		EXCESS / UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION				EACH OCCURRENCE AGGREGATE	$ $
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Lawn Care Service

CERTIFICATE HOLDER

Hidalgo County Head Start

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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FAX:956/0283111 P.002

Form **W-9**
(Rev. October 2007)
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)
EIADIO Pruneda Sr.

Business name, if different from above
I WANT YOU LawnCare Service

Check appropriate box: ☑ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
111 W 9th

Requester's name and address (optional)

City, state, and ZIP code
San Juan TX 78589

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
563 37 0134

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. citizen or other U.S. person (defined below).

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 ▶ Eladio Pruneda Jr. Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

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.

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. 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.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

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,

AI-16686 **16.A.**

Elections Dept- Removal of Inventory

CC REGULAR

Date:	08/04/2009
Submitted By:	Veronica Lopez, ELECTIONS DEPT.
Submitted For:	Yvonne Ramon
Department:	ELECTIONS DEPT.
Agenda Category:	Elections Administration

Information

CAPTION

Request approval to remove the following fixed assets from Elections Department inventory list:

Asset No.	Description	Serial No.	Acq. Date
25783	1 386 SXL-25 MHZ	HJ1419400076	12/22/1992
25784	1 386 SXL- 25 MHZ- PC	HJ1419465	12/22/1992
25785	1 386 SXL-25 MHZ- PC	HJ1419475	12/22/1992
27841	1 Dell PC Model 425	COM2	12/21/1993
28333	1 TI 486/75 DX4 Notebook Computer	38738401330	12/01/1994

BACKGROUND

After extensive research due to loss in transitions of time, all resources were exhausted declaring the items as unlocated obsoletes and likewise the back-up paperwork.

Refer to attachment to view affidavit.

Fiscal Impact

Attachments

Link: AI- 16686 Affidavit

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvonne Ramon	Angela Garcia	07/29/2009 02:27 PM	APRV
2	Veronica Lopez	Veronica Lopez	07/29/2009 04:26 PM	APRV
3	Budget & Management	Erika Zamora	07/29/2009 04:50 PM	APRV
4	Roland Garcia	Rolando Garcia	07/31/2009 10:31 AM	APRV
5	Auditor's Office		07/31/2009 05:18 PM	NEW

Form Started By: Veronica Lopez — Started On: 07/27/2009 04:11 PM

Final Approval Date: 07/31/2009

YVONNE RAMÓN
Elections Administrator

ELECTIONS DEPARTMENT
County of Hidalgo

Affidavit for Removal from Inventory

I **Yvonne Ramon** employee of Hidalgo County Elections Department do hereby state that after extensive research due to loss in transitions of time, all resources were exhausted declaring the items as unlocated obsoletes and likewise the back-up paperwork.

Asset No.	Description	Serial No.	Acq. Date
25783	1 386 SXL-25 MHZ	HJ1419400076	12/22/1992
25784	1 386 SXL- 25 MHZ-PC	HJ1419465	12/22/1992
25785	1 386 SXL- 25 MHZ- PC	HJ1419475	12/22/1992
27841	1 Dell PC Model 425	COM2	12/21/1993
28333	1 TI 486/75 DX4 Notebook Computer	38738401330	12/01/1994

Signature: Yvonne Ramon **Date:** 07/29/09
Title: Elections Administrator

Before me **Teresa Trujillo**, a Notary Public, appeared **Yvonne Ramon**, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

Teresa Trujillo
Notary Public in and for the State of Texas

TERESA TRUJILLO
Notary Public, State of Texas
My Commission Expires
08-22-2009

AI-16734 **17.A.**

Sheriff's Office/District Attorney VCLG Grants

CC REGULAR

Date:	08/04/2009
Submitted By:	Emilia Uriegas, SHERIFF DEPT.
Submitted For:	Anacleto Martinez
Department:	SHERIFF DEPT.
Agenda Category:	Sheriff's Office

Information

CAPTION

1. Approval and acceptance of the FY2010-2011 Sheriff's Office and District Attorney's Office VCLG Grants for $74,482.00 for each department for two years ($37,241.00 per year).
2. Approval and authorization for County Judge to sign the grant contracts, 3 copies for each department.

BACKGROUND

The Victim Coordinator and Liaison Grant (VCLG) is funded by the Texas Attorney General's Office for a Coodinator (District Attorney's Office) and Liaison (Sheriff's Office). The grant award is for the period of September 01, 2009 to August 31, 2011.

Signed contracts for acceptance of grant awards are due August 06, 2009.

Both offices will be submitting the approval of the appropriation of grant funds and revised salary schedules at a later date. The Sheriff's Office will be requiring additional funding from General Fund for their position and
the District Attorney's Office will use funds from Investigation Funds to supplement their position.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Appropriation of funds for the VCLG Grants, salary schedules, and certification of Revenues will be provided at a later date.

Attachments

Link: hcso.vclg.award

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	07/30/2009 10:24 AM	APRV
2	Budget & Management	Erika Zamora	07/30/2009 11:03 AM	APRV

3	Manuel Chapa	Manuel Chapa	07/31/2009 03:18 PM	APRV
4	Auditor's Office		07/31/2009 05:18 PM	NEW

Form Started By: Emilia Uriegas

Started On: 07/29/2009 03:46 PM

Final Approval Date: 07/31/2009

GRANT CONTRACT BETWEEN
THE OFFICE OF THE ATTORNEY GENERAL
AND
HIDALGO COUNTY SHERIFF'S OFFICE
FOR THE STATE FISCAL YEARS 2010 AND 2011

OAG Contract No. 1014281

This contract is executed between the Office of the Attorney General (OAG) and HIDALGO COUNTY SHERIFF'S OFFICE (GRANTEE) for certain grant funds. The Office of the Attorney General and HIDALGO COUNTY SHERIFF'S OFFICE may be referred to in this contract individually as "Party" or collectively as "Parties."

SECTION 1. PURPOSE OF THE CONTRACT

The purpose of the Victim Coordinator and Liaison Grant (VCLG) program is to fund the mandated positions described in the Texas Code of Criminal Procedure, Article 56.04, specifically Victim Assistance Coordinators (VAC) in prosecutor offices and Crime Victim Liaisons (CVL) in law enforcement agencies. It is intended that the grants will be awarded through a competitive selection and allocation process taking into consideration, among other criteria, the number of victims that may be served by a program. The purpose of this grant contract is to provide reasonable contractual controls to ensure that the public purposes of the grant are achieved. In addition to the duties imposed in the Texas Code of Criminal Procedure, Article 56.04 (and more specifically described in Article 56.02), VACs and CVLs are also expected to promote and educate the community and other professionals about victim rights and services in an effort to identify crime victims and provide or refer them to needed services. In general, and subject to the limitations of each specific grant contract with each VCLG Grantee, VCLG grant contracts awarded must be used for victim-related services or assistance.

SECTION 2 TERM OF THE CONTRACT

This contract shall begin on September 1, 2009 and shall terminate August 31, 2011, unless it is terminated earlier in accordance with another provision of this contract. The OAG is not obligated to reimburse expenses that were incurred prior to the commencement or after the termination of this contract.

SECTION 3 GRANTEE'S CONTRACTUAL SERVICES

3.1 GRANTEE's Compliance with the OVAG/VCLG FY 2010-2011 Grant Application Kit. GRANTEE will comply with the terms and conditions as set forth and required in the OVAG/VCLG FY 2010-2011 Grant Application Kit ("Application Kit") if not supplemented, amended or adjusted by the OAG, as acknowledged by GRANTEE.

3.2 Establishment of Final Project Budget, Targets, Outputs, Outcomes, and Special Conditions.
The OAG, at its sole discretion, establishes the initial Budget for this grant project, as reflected on the attached Exhibit A. If any adjustments were made by the OAG to GRANTEE's budget, those adjustments will be reflected on the attached Exhibit A. The final Narrative, as submitted by GRANTEE, is attached as Exhibit B. If any Special Conditions were imposed by the OAG, those provisions will be reflected on the attached Exhibit C.

The OAG, at its sole discretion, will establish the final project targets, outputs, and outcomes. In addition, the OAG, at its sole discretion, may adjust GRANTEE's budget, targets, outputs, outcomes, and/or any other items as deemed appropriate by the OAG, at any time, during the term of this contract.

SECTION 4 GRANTEE'S OBLIGATIONS AND REQUIRED REPORTS

4.1 General Matters

4.1.1 Required Reports; Form of Reports; Filings with the OAG. GRANTEE shall forward to the OAG, the applicable reports on forms as specified by the OAG. GRANTEE 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 GRANTEE is required to forward to the OAG shall be promptly forwarded. From time to time, the OAG may require additional information from GRANTEE.

4.1.2 Cooperation; Additional Information. GRANTEE shall cooperate fully with the OAG. In addition to the information contained in the required reports, other information may be required as requested by the OAG.

4.1.3 Notification of Changes in Organization, Changes in Authorized Official or Grant Contact. GRANTEE shall submit within ten (10) business days notice to the OAG of any change of the following: GRANTEE's name; contact information; key personnel, officer, director or partner; organizational structure; legal standing; or authority to do business in Texas. GRANTEE shall promptly notify the OAG, preferably in advance, of a change in address or main telephone number of GRANTEE. A change in GRANTEE's name requires an amendment to the contract.

GRANTEE must submit a written request by the governing body on GRANTEE's letterhead, with original signature, to change an Authorized Official. GRANTEE, by an email, fax or GRANTEE letterhead signed by the Authorized Official, may request a change to the Grant Contact.

4.1.4 Standards for Financial and Programmatic Management. GRANTEE and its governing body shall bear full and sole responsibility for the integrity of the fiscal and programmatic management of the organization.

Such fiscal and programmatic management shall include accountability for all funds and materials received from the OAG; compliance with OAG rules, policies and procedures, and applicable federal and state laws and regulations; and correction of fiscal and program deficiencies identified through self-evaluation and/or the OAG's monitoring processes. Ignorance of any contract provisions or other requirements referenced in this contract shall not constitute a defense or basis for waiving or failing to comply with such provisions or requirements.

GRANTEE shall develop, implement, and maintain financial management and control systems that include appropriate financial planning, including the development of budgets that adequately reflect all functions and resources necessary to carry out authorized activities and the adequate determination of costs; financial management systems, including accurate and complete payroll, accounting, and financial reporting records; cost source documentation; effective internal and budgetary controls; determination of reasonableness, allocation of costs; and timely and appropriate audits and resolution of any findings; and annual financial statements, including statements of financial position, activities, and cash flows, prepared on an accrual basis in accordance with Generally Accepted Accounting Principles (GAAP) or other recognized accounting principle.

4.1.5. Security and Confidentiality of Records. GRANTEE shall establish a method to secure the confidentiality of records and other information relating to services provided in accordance with applicable federal and state law, rules and regulations. This provision shall not be construed as limiting the OAG's access to such records and other information.

4.2 Programmatic Reports

4.2.1 Quarterly Statistical (Performance) Reports. GRANTEE shall forward to the OAG quarterly statistical reports no later than the 30th day of each month following the end of the quarter. The four quarters end on the last day of the month of November, February, May and August. Accordingly, quarterly statistical reports, for each quarter, are due on or before December 30, 2009, March 30, 2010, June 30, 2010, September 30, 2010, December 30, 2010, March 30, 2011, June 30, 2011 and continuing until the last quarterly statistical report which is due on or before September 30, 2011.

Contents of Quarterly Statistical Reports. The quarterly statistical reports shall contain, at a minimum, information on the following statistical measures:

a. Targets as established by the OAG;

b. Outputs and Outcomes as established by the OAG; and
c. Program Impact Narratives.

4.2.2 Written Explanation of Variance. GRANTEE is required to provide a written explanation to the OAG for any variances on the quarterly statistical report for any year-to-date performance by GRANTEE that varies from projected performance. In addition to the written explanation, GRANTEE shall promptly answer any questions of the OAG, whether in writing or otherwise, in connection with the quarterly and annual reports presented to the OAG.

4.2.3 Other Program Reports. GRANTEE shall cooperate fully in any social studies, fiscal or programmatic monitoring, auditing, evaluating, and other reviews pertaining to services rendered by GRANTEE which may be conducted by the OAG or its designees.

GRANTEE shall submit service delivery reports required by the contract or self-evaluations of performance and other reports requested by the OAG in appropriate format and on a timely basis and make available at reasonable times and for reasonable periods, client records and other programmatic or financial records, books, reports, and supporting documents for reviewing and copying by the OAG or its designees.

4.3 Financial Matters

4.3.1 Annual Budgets. With regard to the use of funds pursuant to this contract, GRANTEE will immediately review the annual budget for each fiscal year as shown on Exhibit A.

4.3.2 Monthly Request for Reimbursement and Financial Status Report. OVAG grant funds are paid on a cost reimbursement basis. GRANTEE will submit, each month, a monthly request for reimbursement for the actual and allowable allocable costs incurred by GRANTEE for project costs to provide services under this contract. The payments made to GRANTEE shall not exceed its actual and allowable allocable costs to provide the services under this contract.

The request for reimbursement will be submitted to the OAG in the form and manner as approved by the OAG and will specify the detailed and total expenses for the month, in the following cost categories: (i) personnel and fringe benefits, reported separately, (ii) professional and consulting services, (iii) travel, (iv) equipment, (v) supplies, and (vi) other direct operating expenses. The request for reimbursement must be accompanied by supporting documentation as required by the OAG. The OAG may from time to time require different or additional supporting documentation.

A financial status report is required each month, whether GRANTEE has paid expenses, or is seeking reimbursement.

4.3.3 Fiscal Year End Required Reports. On or before October 15, 2010 and October 15, 2011, GRANTEE will submit fiscal year end required reports.

a. **Record of Reimbursement.** GRANTEE will submit a reconciled record of its expenses for the prior fiscal year in the following cost categories: (i) personnel and fringe benefits, reported separately, (ii) professional and consulting services, (iii) travel, (iv) equipment, (v) supplies, and (vi) other direct operating expenses.

b. **Equipment Inventory Report.** GRANTEE will submit an Equipment Inventory Report which provides record of the current inventory of items purchased, disposed, replaced or transferred of any equipment purchased with grant funds.

4.3.4 Annual Independent Financial Audit Report. Unless otherwise noted on Exhibit C (Special Conditions), GRANTEE shall timely submit to the OAG a copy of its annual independent financial audit – "timely" means on or before May 31, 2010 and on or before May 31, 2011 for a grantee whose fiscal year ends on August 31 of each year; otherwise, the timely submission to the OAG is on or before nine (9) months after the end of GRANTEE's accounting year. GRANTEE will contract an independent CPA firm to perform an annual financial audit engagement. GRANTEE's independent CPA firm will determine the type of annual financial audit, which may include a compliance attestation in accordance with the requirements of OMB Circular A-133 (audits of State, Local Government, and Non-Profit Organizations) and/or Texas Single Audit Circular (Single Audit or non-Single Audit financial audit). If applicable, GRANTEE will provide the OAG with any and all annual independent financial audits or audited financial statements, related management letters, and management responses of GRANTEE.

4.3.5 Timing of Submission of Request for Reimbursement to the OAG; Close-Out Invoice. GRANTEE is responsible for submitting bills in an accurate and timely manner, and shall make every reasonable effort to submit monthly billings to the OAG, which cover the previous month's expenses, so that they are received by the OAG on or before the twentieth (20^{th}) day of each month, or if the 20^{th} falls on a weekend or holiday, the next business day. The OAG will make all reasonable efforts to promptly process and make payments on properly completed billings. GRANTEE may submit a final invoice not later than the earlier of (1) forty-five (45) calendar days after termination of this contract; or (2) forty-five (45) calendar days after the end of each state fiscal year.

4.3.6 Reimbursement of Actual and Allowable Costs. The OAG shall only reimburse costs incurred and paid by GRANTEE during the term of this contract. The OAG shall only reimburse GRANTEE for employee costs that are directly related to performing the responsibilities of this contract.

4.3.7 Refunds and Deductions. If the OAG determines that GRANTEE has been overpaid grant funds under this contract, such as payments made inadvertently or payments made but later determined to not be actual and allowable allocable costs, GRANTEE shall refund that amount of the OAG reimbursement identified by the OAG as an overpayment. The OAG may offset and deduct the amount of the overpayment from any amount owed to GRANTEE, as a reimbursement, but not yet paid by the OAG to GRANTEE. The OAG may choose to require a payment directly from GRANTEE rather than offset and deduct a specified amount. GRANTEE shall refund any

overpayment to the OAG within thirty (30) calendar days of the receipt of the notice of the overpayment from the OAG unless an alternate payment plan is specified by the OAG.

4.3.8 Purchase of Equipment; Maintenance and Repair; Title upon Termination. GRANTEE shall not give any security interest, lien or otherwise encumber any item of equipment purchased with contract funds. GRANTEE shall permanently identify all equipment purchased under this contract by appropriate tags or labels affixed to the equipment. GRANTEE shall maintain a current inventory of all equipment or assets, which is available to the OAG at all times upon request.

GRANTEE 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 GRANTEE 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 GRANTEE for its purchase of equipment and supplies with funds from this contract, GRANTEE 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.

4.3.9 Direct Deposit. GRANTEE 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 GRANTEE with copies of reimbursement vouchers.

SECTION 5 OBLIGATIONS OF OAG

5.1 Monitoring. The OAG is responsible for closely monitoring GRANTEE to ensure the effective and efficient use of grant funds to accomplish the purposes of this contract.

5.2 Maximum Liability of OAG. The maximum liability of the OAG for each fiscal year is contained in the attached Exhibit A. Any change to the maximum liability must be supported by a written amendment to this contract.

5.3 Reimbursement of Grantee Expenses. The OAG shall be liable to reimburse GRANTEE for all actual and allowable allocable costs incurred by GRANTEE pursuant to this contract. The OAG is not obligated to pay unauthorized costs.

5.4 Contract Not Entitlement or Right. Reimbursement with contract funds is not an entitlement or right. Reimbursement depends, among other things, upon strict compliance with all

terms, conditions and provisions of this crisis.

SECTION 6 TERMINATION

6.1 Termination for Convenience. Either Party may, at its sole discretion, terminate this contract in whole or in part, without recourse, liability or penalty, upon thirty (30) calendar days notice to the other party.

6.2 Termination for Cause. In the event that GRANTEE 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 GRANTEE, immediately terminate all or any part of this contract.

6.3 Termination Not Exclusive Remedy; Survival of Terms and Conditions. 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.

Termination of this contract for any reason or expiration of this contract shall not release the Parties from any liability or obligation set forth in this contract that is expressly stated to survive any such termination or by it nature would be intended to be applicable following any such termination. The following terms and conditions, (in addition to any others that could reasonable be interpreted to survive but are not specifically identified), survive the termination or expiration of this contract: Sections 4.2.1; 4.2.2; 4.2.3; 4.3.2; 4.3.3; 4.3.4; 4.3.5; 4.3.7; 4.3.8; Section 7; Section 11.1; 11.2; 11.3; 11.10; 11.11; Section 12.

SECTION 7 AUDIT RIGHTS; RECORDS RETENTION

7.1 Duty to Maintain Records. GRANTEE shall maintain adequate records to support its charges, procedures, and performances to the OAG for all work related to this contract. GRANTEE also shall maintain such records as are deemed necessary by the OAG, OAG's auditor, the State Auditor's Office or other 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.

7.2 Records Retention. GRANTEE 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.

7.3 Audit Trails. GRANTEE shall maintain appropriate audit trails to provide accountability for updates to mission critical information, charges, procedures, and performances. Audit trails maintained by GRANTEE will, at a minimum, identify the supporting documentation prepared by GRANTEE to permit an audit of the system by tracing the activities of individuals through the system. GRANTEE'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.

7.4 Access and Audit. GRANTEE shall grant access to and make available copies of all paper and electronic records, books, documents, accounting procedures, practices, and any other items relevant to the performance of this contract, compliance with the applicable state or federal laws and regulations, and the operation and management of GRANTEE to the OAG or its designees for the purposes of inspecting, auditing, or copying such items. GRANTEE will direct any contractor to discharge GRANTEE'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. All records, books, documents, accounting procedures, practices, and any other items, in whatever form, relevant to the performance of this contract, shall be subject to examination or audit. Whenever practical as determined at the sole discretion of the OAG, the OAG shall provide GRANTEE with up to five (5) business days advance notice of any such examination or audit.

7.5 Location. Any audit of records shall be conducted at GRANTEE's principal place of business and/or the location(s) of GRANTEE's operations during GRANTEE's normal business hours. GRANTEE shall provide to OAG or its designees, on GRANTEE's premises (or if the audit is being performed of a subcontractor, the subcontractor's premises if necessary) private space, office furnishings (including lockable cabinets), telephone and facsimile services, utilities and office-related equipment and duplicating services as OAG or its designees may reasonably require to perform the audits described in this contract.

SECTION 8 SUBMISSION OF INFORMATION TO THE OAG

The OAG will designate methods for submission of information to the OAG by GRANTEE. The OAG generally requires submission of information via email or hard copy format. Some reporting requirements must occur via the internet and/or a web-based data collection method.

8.1 Programmatic Reports and Information (excluding Financial Reports). All quarterly statistical reports, annual performance reports, correspondence, reports or notices, except financial reports specified below, must be submitted via email to:

OAG-Grants@oag.state.tx.us

If requested or approved by the OAG, other programmatic reports, may be submitted to:

Program Manager – Grants Administration Division
Office of the Attorney General
Mail Code 005
Post Office Box 12548
Austin, Texas 78711-2548

8.2 Financial Reports (excluding Programmatic Reports and Information). All financial status reports, requests for reimbursement, audits, and inventory reports, must be submitted in hard copy format to:

Financial Manager – Grants Administration Division
Office of the Attorney General
Mail Code 005
Post Office Box 12548
Austin, Texas 78711-2548

The Annual Independent Financial Audit and related documents, as well as any other reports, if requested or approved by the OAG, may be submitted to:

OAG-Grants@oag.state.tx.us

SECTION 9 CORRECTIVE ACTION PLANS AND SANCTIONS

The Parties agree to make a good faith effort to identify, communicate and resolve problems found by either the OAG or GRANTEE.

9.1 Corrective Action Plans. If the OAG finds deficiencies with GRANTEE's performance under this contract, the OAG, at its sole discretion, may impose one or more of the following remedies as part of a corrective action plan: increase monitoring visits; require additional or more detailed financial and/or programmatic reports be submitted; require prior approval for expenditures; require additional technical or management assistance and/or make modifications in business practices; reduce the contract amount; and/or terminate this contract. The foregoing are not exclusive remedies, and the OAG may impose other requirements that the OAG determines will be in the best interest of the State.

9.2 Financial Hold. Failure to comply with submission deadlines for required reports, invoices, or other requested information, may result in the OAG, at its sole discretion, placing GRANTEE on immediate financial hold without further notice to GRANTEE and without first requiring a corrective action plan. No reimbursements will be processed until the requested information is submitted. If GRANTEE is placed on financial hold, the OAG, at its sole discretion, may deny reimbursement requests associated with expenses incurred during the time GRANTEE was placed on

financial hold.

9.3 Sanctions. In addition to financial hold, the OAG, at its sole discretion, may impose other sanctions without first requiring a corrective action plan. The OAG, at its sole discretion, may impose sanctions, including, but not limited to, withhold or suspend funding, offset previous reimbursements, require repayment, disallow claims for reimbursement, reduce funding, terminate this contract and/or any other appropriate sanction.

9.4 No Waiver. Notwithstanding the imposition of corrective actions, financial hold and/or sanctions, GRANTEE remains responsible for complying with the contract terms and conditions. Corrective action plans, financial hold and/or sanctions do not excuse or operate as a waiver of prior failure to comply with this contract.

SECTION 10 GENERAL TERMS AND CONDITIONS

10.1 Federal and State Laws, Rules and Regulations, Directives, Guidelines, OMBs and Other Relevant Authorities. GRANTEE 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 GRANTEE under this contract.

10.2 Uniform Grant Management Act, UGMS and Applicable Standard Federal and State Certifications and Assurances. GRANTEE 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, GRANTEE agrees to comply with Uniform Grant Management Standards (UGMS), as promulgated by the Governor's Budget and Planning Office. GRANTEE agrees to comply with the applicable Office of Management and Budget (OMB) Circulars A-21, A-87 or A-122 relating to cost principles; OMB Circular 1-110 relating to administrative Requirements; and OMB Circular 1-133 relating to audit requirements. GRANTEE also shall comply with all applicable federal and state assurances contained in UGMS, Part III, State Uniform Administrative Requirements for Grants and Cooperative Agreements, Subpart A, ___14, State Assurances. Further, GRANTEE agrees to comply with the applicable OAG Certifications and Assurances, as contained in the Application Kit, including, but not limited to, the equal employment opportunity program certification, disclosure and certification regarding lobbying, non-procurement debarment certification, drug-free workplace certification, annual single audit certification, compliance with annual independent financial audit filing requirement, compliance with UGMS and the applicable OMB circulars, return of grant funds in the event of loss or misuse, and conflict of interest.

10.3 Generally Accepted Accounting Principles or Other Recognized Accounting Principles. GRANTEE shall adhere to Generally Accepted Accounting Principles (GAAP) promulgated by the American Institute of Certified Public Accountants, unless other recognized accounting principles are required by GRANTEE, and follow OAG fiscal management policies and procedures in

processing and submitting for reimbursement GRANTEE's billing and maintaining financial records related to this contract.

10.4 Conflicts of Interest; Disclosure of Conflicts. GRANTEE 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. GRANTEE 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. GRANTEE will operate with complete independence and objectivity without actual, potential or apparent conflict of interest with respect to their performance under this contract. GRANTEE 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.

10.5 Compliance with Regulatory and Licensing Bodies. GRANTEE 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 GRANTEE's business or operations. GRANTEE agrees to remain in good standing with the Texas Secretary of State, Texas Comptroller of Public Accounts and related Federal governmental bodies related to GRANTEE's right to conduct it business in Texas. GRANTEE agrees to comply with all applicable licenses, legal certifications, inspections, and any other applicable local ordinance, state, or federal laws.

SECTION 11 SPECIAL TERMS AND CONDITIONS

11.1 Independent Contractor Status; Indemnity and Hold Harmless Agreement. GRANTEE expressly agrees that it is an independent contractor and under no circumstances shall any owners, incorporators, officers, directors, employees, or volunteers of GRANTEE be considered a state employee, agent, servant, joint venturer, joint enterpriser or partner of the OAG or the State of Texas. GRANTEE agrees to take such steps as may be necessary to ensure that each contractor of GRANTEE 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 GRANTEE or any of their contractors shall be considered to be solely the employees or agents of GRANTEE or the contractors. GRANTEE or contractors 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.

GRANTEE 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 GRANTEE 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. GRANTEE 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 GRANTEE, its employees, representatives, agents, or subcontractors in their performance under this contract.

11.2 Publicity. GRANTEE shall not use the OAG's name or refer to the OAG directly or indirectly in any media release, public service announcement or public service disclosure relating to this contract or any acquisition pursuant hereto, including in any promotional or marketing materials, without first obtaining the written consent from the OAG. This section is not intended and does not limit GRANTEE's ability to comply with its obligations and duties under the Texas Open Meetings Act and/or the Texas Public Information Act.

11.3 Intellectual Property. GRANTEE 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, GRANTEE may copyright such material subject to the royalty-free, non-exclusive, and irrevocable license which is hereby reserved by the OAG and GRANTEE 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 at its sole discretion, any component of such intellectual property made the subject of this contract.

11.4 Program Income. Gross income directly generated from the OVAG grant funds through a project or activity performed under this contract are considered program income. Unless otherwise required under the terms of this contract, any program income shall be used by GRANTEE to further the program objectives of the project or activity funded by this grant, and the program income shall be spent on the same project or activity in which it was generated. GRANTEE shall identify and report this income in accordance with the OAG's reporting instructions. GRANTEE shall expend program income during this contract term; program income not expended in this contract term shall be refunded to the OAG.

11.5 No Supplanting. GRANTEE shall not supplant or otherwise 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.

11.6 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 GRANTEE is for the sole benefit of GRANTEE

and is not a solicitation for or receipt of funds on behalf of the OAG or the Attorney General of the State of Texas.

11.7 No Subcontracting or Assignment Without Prior Written Approval of OAG. GRANTEE 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. In the event OAG approves subcontracting or assignment by GRANTEE, GRANTEE will ensure that its contracts with others shall require compliance with the provisions of this contract to the extent compliance is needed to support GRANTEE's compliance with this contract. GRANTEE, in subcontracting for any performances specified herein, expressly understands and agrees that it is not relieved of its responsibilities for ensuring that all performance is in compliance with this contract and that the OAG shall not be liable in any manner to GRANTEE's subcontractor(s).

11.8 No Grants to Certain Organizations. Consistent with Rider 12, in S.B. 1, Article I, Strategy C.1.2, Victims Assistance, 81st Leg. Reg. Sess. (2009), GRANTEE confirms that by executing this contract that it does not make contributions to campaigns for elective office or endorse candidates.

11.9 No Waiver of Sovereign Immunity. 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.

11.10 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, GRANTEE 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. GRANTEE 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 GRANTEE 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.

11.11 Limitation on Civil Legal Services Providers. If GRANTEE is a provider of civil legal services to victims of crime, GRANTEE will comply with the following:

11.11.1 Services to Indigent Clients. GRANTEE shall provide victim-related civil legal services directly to indigent victims, indigent immediate family members of indigent victims, or indigent claimants. "Indigent" means an individual who earns not more than 187 ½% of the federal poverty

guidelines published by the United States Department of Health and Human Services. Victims, immediate family members of victims and claimants are defined in Article 56.32 of the Code of Criminal Procedure.

11.11.2 Eligibility Screening. GRANTEE shall conduct eligibility screening for each individual seeking victim-related civil legal services. GRANTEE agrees to use the intake screening form supplied by the OAG. A copy of all intake screening forms shall be maintained by GRANTEE in a central location and shall be made available to the OAG or any party the OAG determines should have access to the documents at any reasonable time.

11.11.3 No Cases Resulting in Fees. OVAG funds to organizations to provide legal services to the victims of crime, immediate family members or claimants in civil matters may not be used for any case or matter that, if undertaken on behalf of an indigent person by an attorney in private practice, might reasonably be expected to result in payment of a fee for legal services from an award to a client from public funds, or from the opposing party.

The above provisions of shall not be applicable in any case where the organization receiving funds granted by the Foundation determines in good faith that the indigent person seeking legal assistance has made reasonable efforts to obtain the services of an attorney in private practice for the particular matter (including contacting attorneys in private practice in the county of residence of the indigent person who normally accept cases of a similar nature), and has been unable to obtain such services because the potential fee is inadequate, is likely to be uncollectible, would substantially consume any recovery by the client, or because of any other reason which the organization, acting in good faith, believes prevents the client from obtaining the services of a private attorney.

11.11.4 Other Restrictions. OVAG funds shall not be used to directly fund class action suits, lawsuits against governmental entities, or lobbying for or against any candidate or issue.

OVAG funds may be used to support a lawsuit brought by an individual, solely on behalf of the individual or the individual's dependent or ward, to compel a governmental entity to provide benefits that the individual or the individual's dependent or ward is expressly eligible to receive, by statute or regulation, including social security benefits, temporary assistance to needy families, financial assistance under Chapter 31, Human Resources Code, food stamps, special education for persons with disabilities, Medicare, Medicaid, subsidized or public housing, and other economic, shelter or medical benefits provided by a government directly to an indigent individual, but not to support a claim for actual or punitive damages.

11.11.5 Cooperation and Collaboration. GRANTEE will cooperate and collaborate in their service areas with (a) all other organizations providing civil legal services to the indigent, (b) the local organized bar, (c) relevant social and human service organizations, (d) relevant governmental agencies, and (e) other organizations that specifically provide victim related services.

11.11.6 Professional Conduct. In accepting and pursuing matters for clients, GRANTEE shall adhere to the Texas Disciplinary Rules of Professional Conduct and the Texas Rules of Disciplinary Procedure and any other code or rules of professional responsibility adopted by this state for attorneys and should exercise reasonable prudent judgment and consider all relevant factors, including the legal merits and the economic and practical value of the matter.

11.11.7 Retainer Agreements and Private Referrals. Except for matters involving limited advice and brief services (e.g. clinics, hotlines, and similar services), each grantee shall execute a written retainer agreement, or letter of engagement, containing appropriate provisions for withdrawal of representation, with each client who receives legal services from the grantee. For cases that are referred by grantees to private attorneys, the grantee shall make available to the accepting attorney a standard form retainer agreement which may be modified based on agreement between the attorney and client.

The OAG, at its sole discretion, may further limit, authorize or define the scope of permitted legal services by GRANTEE.

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 All Exhibits. This contract, including all exhibits reflect 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. By executing this contract, GRANTEE agrees to strictly comply with the requirements and obligations of this contract, including all exhibits.

12.3 Amendment. This contract shall not be modified or amended except in writing, signed by both parties. Any properly executed amendment of this contract shall be binding upon the Parties and presumed to be supported by adequate consideration.

12.4 Partial Invalidity. 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.

12.5 Non-waiver. 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.

12.6 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	**HIDALGO COUNTY SHERIFF'S OFFICE**
_____	_____
Printed Name: _____ Office of the Attorney General	Printed Name: _____ Authorized Official
Date: _____	Date: _____

EXHIBIT A

GRANT CONTRACT BETWEEN THE OFFICE OF THE ATTORNEY GENERAL AND HIDALGO COUNTY SHERIFF'S OFFICE FOR THE STATE FISCAL YEARS 2010 AND 2011

OAG Contract No. 1014281

Maximum Liability of the OAG for Each Fiscal Year. The OAG and GRANTEE stipulate and agree that the total liability of the OAG to GRANTEE directly or indirectly arising out of this contract and in consideration of full, satisfactory and timely performance of all its duties, responsibilities, obligations, liability, and for reimbursement of all expenses, if any, as set forth in this contract or arising out of any performance herein, shall not exceed the following:

For State Fiscal Year 2010 (September 1, 2009 to August 31, 2010), the total amount of this contract shall not exceed **Thirty-Seven Thousand Two Hundred Forty-One And 00/100 ($37,241) DOLLARS.**

For State Fiscal Year 2011 (September 1, 2010 to August 31, 2011), the total amount of this contract shall not exceed **Thirty-Seven Thousand Two Hundred Forty-One And 00/100 ($37,241) DOLLARS.**

State Fiscal Years 2010 and 2011 Budget. Subject to the limitations within this contract, for State Fiscal Year 2010 (September 1, 2009 to August 31, 2010) and State Fiscal Year 2011 (September 1, 2010 to August 31, 2011) the OAG will reimburse GRANTEE for actual allowable and allocable costs paid according to the following amounts and budget categories:

Budget Category	**FY 2010**	**FY 2011**
Personnel	$30,100	$30,100
Fringe Benefits	$7,141	$7,141
Professional & Consultant Services	$0	$0
Travel	$0	$0
Equipment	$0	$0
Supplies	$0	$0
Other Direct Operating Expenses	$0	$0
Total	**$37,241**	**$37,241**

Exhibit A contains the initial budget for this contract. In addition to other reasons, prior written approval from the OAG is required if GRANTEE anticipates altering the scope of the grant, adding funds to previously un-awarded budget categories, changing funds in any awarded budget category by more than 10% of the annual budget and/or adding new line items to any awarded budget category.

Any change to the maximum liability of the OAG must be supported by a written amendment to this contract. The Parties stipulate and agree that any act, action or representation by either party, their agents or employees that purports to increase the maximum liability of the OAG is void, without first executing a written amendment to this contract and 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.

The Parties stipulate and agree that funding for this contract is subject to the actual receipt of state or federal funding appropriated by the Texas Legislature for this purpose 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.

EXHIBIT B

GRANT CONTRACT BETWEEN THE OFFICE OF THE ATTORNEY GENERAL AND HIDALGO COUNTY SHERIFF'S OFFICE FOR THE STATE FISCAL YEARS 2010 AND 2011

OAG Contract No. 1014281

GRANT NARRATIVE

The following narrative provided by GRANTEE in its FY2010-2011 grant application applies to this contract:

It is the goal of the Hidalgo County Crime Victims Liaison to provide services and educate the target group and to increase the number of citizens served. The project will be accomplished as follows: The Hidalgo County Sheriff's Office will assign one Crime Victims Liaison. 100% of the grant will fund the Crime Victims Liasion position. The Crime Victim's Liaison will be in charge of making contact with the victim and provide the following services and/or information to them. The right to receive from law enforcement agencies adequate protection from harm and threats of harm arising from cooperation with prosecution efforts. The right to have the Magistrate take the safety of the victim and/or his/her family into consideration as element in fixing the amount of bail for the accused. The right, if requested, to be informed of relevant court proceeding and to be informed if those court proceedings have been canceled or rescheduled prior to the event.

The right to be informed, when requested, by a peace officer concerning the defendant's right to bail and the procedures in criminal investigations and by the district attorney's office, concerning the general procedures in the criminal justice system, including general procedures in guilty plea negotiations and arrangements, resitutions, and the appeals and parole process. The right to provide pertinent information to a probation department conducting a pre-sentencing investigation concerning the impact of the offense on the victim and his family by testimony, written statement, or any other manner prior to any sentencing of the offender.

The right to receive information regarding compensation to victims of crime as provided by Subchapter B, Chapter 56, including information related to the cost that may be compensated under the Act and the amount of compensation eligibility for compensation, and procedures for application for compensation under the Act, the payment of medical examination under Artical 56.06 of the Texas Code of Criminal Procedure for a victim of sexual assault, and whenrequested, to referral to available social service agencies that may offer additional assistance.

The right that the Office of the District Attorney representing the State of Texas, and the Sheriff, police and other law enforcement agencies shall ensure to the extent practicable that a victim,

guardian of a victim, or close relative of a deceased victim, is afforded the rights granted by Artical 56.02 (a) of the Texas Code of Criminal Procedure and on request receive an explation of those rights. It is the intent of the Hidalgo County Sheriff's Office to continue developing working relationships with local social service providers and programs such as "Mujers Unidas" ("Women Together") a women's crisis center, religious social service organizations, juvenile law enforcement or regulatory agencies, and other law enforcement agencies that refger cases to our agency. It is the mission of the Hidalgo County Sheriff's Office to investigate any viable accusation of criminal activity and provide the necessary structure to handle these cases.

EXHIBIT C

GRANT CONTRACT BETWEEN THE OFFICE OF THE ATTORNEY GENERAL AND HIDALGO COUNTY SHERIFF'S OFFICE FOR THE STATE FISCAL YEARS 2010 AND 2011

OAG Contract No. 1014281

SPECIAL CONDITIONS

Special Conditions are imposed by the OAG, at its sole discretion. In addition to the ones identified in this exhibit to this contract, the OAG may, at its sole discretion, impose additional special conditions, with or without notice, without amending this contract.

The OAG is placing GRANTEE on immediate financial hold, without further notice, until all Special Conditions, if any, listed in this Exhibit are met.

The following Special Conditions apply to this contract:

- None

AI-16725 **17.B.**

FY2009 Operation Stonegarden Grant (OPSG-09)

CC REGULAR

Date:	08/04/2009
Submitted By:	Emilia Uriegas, SHERIFF DEPT.
Submitted For:	Anacleto Martinez
Department:	SHERIFF DEPT.
Agenda Category:	Sheriff's Office

Information

CAPTION

1. Authorization and approval to apply for the FY2009 Operation Stonegarden Grant with the U.S. Department of Homeland Security (DHS).
2. Authorization for County Judge, as Authorized Official, to sign the required forms.

BACKGROUND

Along with the Hidalgo County Sheriff's Office, there will be sixteen (16) city police departments participating: Alamo, Alton, Donna, Elsa, Hidalgo, La Joya, Mercedes, Mission, Palmhurst, Palmview, Penitas, Pharr, Progreso, San Juan, Sullivan City, and Weslaco.

No local cash match is required.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1284-421-00-280-XXX-X-XXX

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

BUDGETARY IMPACT:

Approval to apply for FY2009 Operation Stonegarden Grant. No budgetary impact.

Grant amount $887,560. No Co. cash match required.

Attachments

Link: apply.stonegarden09

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	07/30/2009 10:24 AM	APRV
2	Budget & Management	Erika Zamora	07/30/2009 10:59 AM	APRV
3	Manuel Chapa	Manuel Chapa	07/31/2009 10:56 AM	APRV
4	Auditor's Office		07/31/2009 05:18 PM	NEW

Form Started By: Emilia Uriegas — Started On: 07/29/2009 02:40 PM

Final Approval Date: 07/31/2009

OPERATION STONEGARDEN 2009 (OPSG-09)
GRANT APPLICATION

1. APPLICANT NAME (Jurisdiction):	**HIDALGO COUNTY SHERIFF'S OFFICE (HCSO)**
2. COUNTY:	**HIDALGO**
3. PARTICIPATING AGENCIES (List the county & municipal law enforcement agencies who will participate in the grant program)	**HCSO, Alamo PD, Alton PD, Donna PD, Elsa PD, Hidalgo PD, La Joya PD, Mercedes PD, Mission PD, Palmhurst PD, Palmview PD, Penitas PD, Pharr PD, Progresso PD, San Juan PD, Sullivan City PD, Weslaco PD** *(total of seventeen participating agencies)*

4. CHECKLIST OF APPLICATION ATTACHMENTS:

☐ Designation of Grant Officials (Form A-2).

☐ Application for Federal Assistance (Form A-3). The Authorized Official must sign this form.

☐ Financial Cost Estimate (Form A-4). The Grant Financial Officer must sign this form.

☐ Assurances and Certifications (Form A-5). The Authorized Official must sign this form.

☐ Direct Deposit Authorization Form (Form 74-176). The Grant Financial Officer must sign this form.

☐ Appendix A. Budget Narrative Worksheet – see Note below

☐ Appendix B. Operations Order Report - see Note below

Note: See the Operation Stonegarden 2009 (OPSG-09) Guidance & Application Kit for information on completing these forms.

5. CERTIFICATION

The undersigned agree to comply with all terms and conditions outlined in the DHS Fiscal Year 2009 Operation Stonegarden Guidance and Application Kit.

Authorized Official (Original Signature)	Date	Grant Project Officer (Original Signature)	Date

6. APPROVAL The attached application is approved.

☐ Chief, Division of Emergency Management ☐ State Coordinator of Preparedness and Operations	Date

Mail completed forms and application materials to:

State Administrative Agency
Governor's Division of Emergency Management
Texas Department of Public Safety
PO Box 4087
Austin, TX 78773-0224

DESIGNATION OF GRANT OFFICIALS

GRANT:	**Operation Stonegarden 2009 – Local Grants (OPSG-09)**

GRANT PERIOD: **(date of award for 36 months)**	**SEPTEMBER 1ST 2009 - SEPTEMBER 30TH, 2012**

AGENCY NAME:	**HIDALGO COUNTY SHERIFF'S OFFICE**

Grant Project Officer	
Name	**GUADALUPE "LUPE" TREVINO**
Title	**SHERIFF**
Official Mailing Address	PO BOX 1228, EDINBURG, TEXAS 78540
Daytime Phone Number	**956-383-8114 ext 6003**
Fax Number	**956-393-6179**
E-mail Address	**sherifftrevino@hidalgoso.org**

Grant Financial Officer	
Name	**RAY EUFRACIO**
Title	**COUNTY AUDITOR**
Official Mailing Address	2808 S. BUSINESS HWY 281 EDINBURG, TEXAS 78539-6243
Daytime Phone Number	**956-318-2511**
Fax Number	**956-318-2577**
E-mail Address	**Ray.eufracio@auditor.co.hidalgo.tx.us**

Authorized Official *	
Name	**J.D. SALINAS**
Title	**HIDALGO COUNTY JUDGE**
Official Mailing Address	PO BOX 1356, EDINBURG, TEXAS 78539
Daytime Phone Number	**956-318-2600**
Fax Number	**956-318-2699**
E-mail Address	**Jd.salinas@co.hidalgo.tx.us**

* An individual authorized to execute contracts on behalf of a jurisdiction or local law enforcement agency.

APPLICATION FOR STATE ASSISTANCE

(Instructions on Reverse)

1. **NAME OF PROGRAM/ ASSISTANCE:** **OPERATION STONEGARDEN 09**	2. **APPLICANT STATUS:** ☐ City ☐ County: **(HIDALGO COUNTY SHERIFF'S OFFICE)**
3. **START DATE: (UPON AWARD)** **SEPTEMBER 1ST 2009**	4. **END DATE: (36 MONTHS)** **SEPTEMBER 30TH 2012**

5. **APPLICANT INFORMATION**	
a. Legal Name of Applicant Organization (as it appears on the OPSG-08 Application/Form A-1): **HIDALGO COUNTY SHERIFF'S OFFICE**	b. Name & Telephone Number of Grant Performance Officer: **GUADALUPE "LUPE TREVINO** **SHERIFF**
c. Mailing Address: **P.O BOX 1228, EDINBURG, TEXAS 78540**	d. Physical Address (if different from Mailing Address): **711 EL CIBOLO ROAD, EDINBURG, TEXAS 78540**

6. **EMPLOYER IDENTIFICATION NUMBER / TAX ID #**	
74-6000717	
7. **ESTIMATED EXPENSES:**	
Total Estimated Cost/Federal Request (This amount will be the total on your Budget Narrative Worksheet)	**$887,560.00**

8. **CERTIFICATION:** I certify that to the best of my knowledge and belief this application and its attachments are true and correct.

a. Typed Name of Authorized Official:	**J.D. SALINAS**
b. Title of Authorized Official:	**HIDALGO COUNTY JUDGE**
c. Original Signature of Authorized Official:	
d. Date Signed:	

INSTRUCTIONS FOR FRONT SIDE OF THIS FORM

1. Except as indicated below, entries are self-explanatory.
2. Item 1: Enter "Operation Stonegarden 2008".
3. Item 5a: Enter the legal name of your jurisdiction. Your entry should match the Applicant Name used on the OPSG-08 Program Application (Form A-1).
4. Item 7: The data in this section should agree with the information on the Budget Narrative Worksheet.
5. Item 8 a, b, & c. This form must be signed by an Authorized Official who is a person authorized by the governing body of the jurisdiction to apply for grants and accept grants and execute agreement and contracts on behalf of the jurisdiction. Authorized Officials are County Judges, Mayors, and many City Managers – ***not*** Sheriffs or Chiefs of Police.

STATE & FEDERAL ASSURANCES & CERTIFICATIONS

FY 2009 OPERATION STONEGARDEN GRANT PROGRAM (OPSG-09)

NAME OF APPLICANT:
HIDALGO COUNTY SHERIFF'S OFFICE

This form includes Federal and State assurances and certifications that must be reviewed, signed, and submitted as a part of the Application for Federal Assistance.

Note: Certain of these assurances may not be applicable to your program. If you have any questions, please contact the awarding agency.

As the duly authorized representative of the applicant, I hereby certify that the applicant (as a grantee or subgrantee) will comply with the Federal and State assurances and certifications below.

J. D. SALINAS	HIDALGO COUNTY JUDGE
Typed Name of Authorized Official	Title
Signature of Authorized Official	Date Signed

A. FEDERAL ASSURANCES

The Applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (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; (d) the Age Discrimination Act of 1975, 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 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.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies 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.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

B. STATE ASSURANCES

The Applicant:

1. Must comply with Texas Government Code, Chapter 573, 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. 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, unless otherwise expressly prohibited by law.

3. Must comply with Texas Government Code, Chapter 551, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

4. Must comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.

5. If the grantee or subgrantee is a health, human services, public safety, or law enforcement agency, it will not 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. If the subgrantee is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701, it must be in compliance with all rules adopted by the Texas Commission on Law Enforcement Officer Standards and Education pursuant to Chapter 1701, Texas Occupations 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, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and local sub-grantee shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met. (See Section __.36 for additional guidance on contract provisions).

8. 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. Sub-grantees shall also ensure that all program personnel are properly trained and aware of this requirement.

9. Will comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.

10. Will comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing this program.

12. Certifies that is and its principals are eligible to participate and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and it is not listed on a state or federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at http://www.epls.gov.

13. 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.*

13. Has the legal authority to apply for federal assistance, and the institutional, managerial, and financial capability (including funds sufficient to pay the non-state share of project costs) to ensure proper planning, management and completion of the project described in this application.

14. Willl give the awarding agency, the State Comptroller, and if applicable, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

15. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal gain.

16. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

C. FEDERAL CERTIFICATIONS

The applicant (as grantee or subgrantee) certifies:

1. Drug-Free Workplace. It will provide a drug-free workplace by:
   A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
   B. Establish a drug-free awareness program to inform employees about:
      i. the dangers of drug abuse in the workplace;
      ii. the applicant's policy of maintaining a drug-free workplace;
      iii. any available drug counseling, rehabilitation, and employee assistance programs; and
      iv. the penalties that may be imposed upon employees for drug abuse violations.
   C. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a).
   D. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
      i. abide by the terms of the statement, and
      ii. notify the employer of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction.
   E. Notifying the agency within ten days after receiving notice under subparagraph (d) (ii) from an employee or otherwise receiving actual notice of such conviction.
   F. Taking one of the following actions with respect to any employee who is so convicted:
      i. taking appropriate personnel action against such an employee, up to and including termination; or
      ii. requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
   G. Making a good faith effort to continue to maintain a drug-free workplace through the implementation of paragraphs (a), (b), (c), (d), (e), and (f).

2. Lobbying:

A. It will not use grant funds, either directly or indirectly, in support of the enactment, repeal, modification, or adoption of any law, regulation or policy, at any level of government.
B. If any non-grant funds have been or will be used in support of the enactment, repeal, modification, or adoption of any law, regulation or policy, at any level of government, it will notify the Governor's Division of Emergency Management to obtain the appropriate disclosure form.
C. It will include the language of paragraphs A and B of this section in the award documents for all sub-awards at all tiers and will require all sub-recipients to certify accordingly.

3. It will comply, as applicable, 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 subagreements.

4. It will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

5. It 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 (Clean Air) Implementation Plans under Section 176(c) of the Clean 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).

6. It 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.

7. It 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.).
a.
8. It will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

9. It 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.

10. It 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 residence structures.

11. It will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

12. It will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

Standard Form 424B

Comptroller Of Public Accounts 74-158 (Rev. 98/5) Act-52 (Rev. 12/98)

For Comptroller's use only

DIRECT DEPOSIT AUTHORIZATION

INSTRUCTIONS

- Use only BLUE or BLACK ink.
- Alterations must be initialed.
- Financial institution must complete Section 4.
- Section 7 must be completed by the paying state agency
- Check all appropriate box(s).

TRANSACTION TYPE

SECTION 1

☒ New setup	(Sections 2, 3 & 4)	☐ Change financial institution	(Sections 2, 3 & 4)
☐ Cancellation	(Sections 2 & 3)	☐ Change account number	(Sections 2, 3 & 4)
☐ Interagency transfer	(Sections 2 & 3)	☐ Change account type	(Sections 2, 3 & 4)
☐ Exemption	(Sections 2 & 5)		

PAYEE IDENTIFICATION

SECTION 2

1. Social Security number or Federal Employer's Identification (FEI)	2. Mail code (If not known, will be completed by Paying State Agency)
7 4 6 0 0 0 7 1 7	

3. Name	4. Business phone number:
County of Hidalgo	(956) 2506

5. Street address	6. City	7. State	8. ZIP code
2810 South Business 281	Edinburg	Texas	78539

AUTHORIZATION FOR SETUP, CHANGES OR CANCELLATION

SECTION 3

9. Pursuant to *Section 403.016,* Texas Government Code, I authorize the Comptroller of Public Accounts to deposit by electronic transfer payments owed to me by the State of Texas and, if necessary, debit entries and adjustments for any amounts deposited electronically in error. The Comptroller shall deposit the payments in the financial institution and account designated below. I recognize that if I fail to provide complete and accurate information on this authorization form, the processing of the form may be delayed or that my payments may be erroneously transferred electronically.

I consent to and agree to comply with the National Automated Clearing House Association Rules and Regulations and the Comptroller's rules about Electronic transfers as they exist on the date of my signature on this form or as subsequently adopted, amended or repealed.

10. Authorized signature	11. Printed name	12. Date
	Norma Garcia	

FINANCIAL INSTITUTION (*Must be completed by financial institution representative.*)

SECTION 4

13. Name	14. City	15. State
First National Bank	Edinburg	Texas

16. Routing transit number	17. Customer account number (*Dashes required* ☐YES)	18. Type of account
1 1 4 9 - 2 1 4 1 - 5	1 4 0 0 9 4 6 3	☒**Checking** ☐ **Savings**

19. Representative name (*Please print*)	20. Title

21. Representative signature (*Optional*)	22. Phone number	23. Date
	( )	

EXEMPTION:

SECTION 5

I claim exemption and request payment by state warrant (check) because:

24. ☐ I hold a position that is classified below group 8 in the position classification salary schedule.
25. ☐ I am unable to establish a qualifying account at a financial institution.
26. ☐ I certify that payment by direct deposit would be impractical and/or more costly to me than payment by warrant.

27. Authorized signature	28. Printed name	29. Date

CANCELLATION BY AGENCY

SEC6

30. Reason	31. Date

PAYING STATE AGENCY

SECTION 7

32. Signature	33. Printed name

34. Agency name	35. Agency number

36 Comments	37 Phone number	38. Date
	( )	

Rodolfo Espinoza

From: Denson, Erin [Erin.Denson@txdps.state.tx.us]

Sent: Friday, June 05, 2009 11:17 AM

To: Kemp, Roger-Border Patrol; sgt. stan powell ; Beard, Val C- Judge; Brewster County; Dodson,Ronnie-Sheriff; Offenstein, Carol ; Almon, Robert-County Auditor; Cameron County- C Garz; Cameron County-Hilda Lund; Cameron County Judge Cascos, Carlos; Isabel Hernandez; Hidalgo County; Hidalgo County Judge- Salinas, JD; Hildago County Auditor- Eufracio, Ray; Hildago County -Auditor Mike Escaname ; Hildago County- Sheriff Trevino ; Rick McIvor; Weber, Keith; Kinney County; Chief Ricardo Torres; Lt. Joe Longoria; ZAPATA, JAVIER; elopez@co.maverick.tx.us; Maverick County - Auditor; Maverick County- Jose Aranda; Maverick County- SheriffTherrera; KEMP, ROGER G; Twila Mouttet; Presidio County GOG rep- Quintanilla, Marisa; Presidio County- J. Nunez; Presidio County Sheriff - Danny Dominguez; Sheldon Wiginton; oscar.rivera@co.san-patricio.tx.us; Star County Sheriff Sergeant- Ismael Sandoval; Starr County Auditor- Rosalinda Guerra; Starr County Judge- Eloy Vera; Val Verde County Auditor- Frank Lowe; Val Verde County- Beverly Rodriguez; Val Verde County Judge- Mike Fernandez; Val Verde County Sheriff- Joe Frank Martinez; Web County- A Guerra; Web County Judge- Danny Valdez; Webb County Auditor- Leo Flores ; Webb County Captain -Ted Garcia ; Daniel Solis; Alexandro Simental; Zapata County Auditor- Romeo Salinas; Zapata County Sheriff-Sigifredo Gonzales; Zapata CountyJudge- Rosalva Guerra

Subject: FY 2009 Operation Stonegarden County Level Allocations

This is just an FYI.

You will be receiving more information in the coming weeks.
Thanks,

Erin Denson
Grant Coordinator
Governor's Division of
Emergency Management
State Administrative Agency
(512) 377-0030 - Fax (512)206-3137

From: ASKCsid [mailto:Askcsid@dhs.gov]
Sent: Thursday, June 04, 2009 5:17 PM
To: Latham, John
Cc: Clancy, Aimee; smccraw@governor.state.tx.us
Subject: FY 2009 Operation Stonegarden County Level Allocations

All:

Please find the information below regarding today's announcement detailing final grant allocations broken down per county for the FY 2009 Operation Stonegarden Grant Program (OPSG).

Operational County	State	CBP Border Sector	FY09 Allocation
Webb County	Texas	Laredo	$ 2,503,653
Maverick County	Texas	Del Rio	$ 1,169,610
El Paso County	Texas	El Paso	$ 1,138,875
Kickapoo Tribe	Texas	Del Rio	$ 1,106,390
Val Verde County	Texas	Del Rio	$ 1,052,183
Kinney County	Texas	Del Rio	$ 1,031,300
Zapata County	Texas	Laredo	$ 941,801
Hidalgo County	Texas	Rio Grande Valley	$ 887,560
Cameron County	Texas	Rio Grande Valley	$ 876,159
Starr County	Texas	Rio Grande Valley	$ 876,159
Brewster County	Texas	Marfa	$ 840,054
Willacy County	Texas	Rio Grande Valley	$ 532,802
Refugio County	Texas	Rio Grande Valley	$ 530,901
Nueces County	Texas	Rio Grande Valley	$ 527,100
Aransas County	Texas	Rio Grande Valley	$ 521,401
Kleberg County	Texas	Rio Grande Valley	$ 513,799
San Patricio County	Texas	Rio Grande Valley	$ 513,799
Jeff Davis County	Texas	Marfa	$ 422,173
Presidio County	Texas	Marfa	$ 406,154
Yselta del Sur Pueblo Tribe	Texas	El Paso	$ 327,504
		Total	**$ 16,719,377**

Thank you,

CSID
Grant Programs Directorate
Federal Emergency Management Agency
U.S. Department of Homeland Security
1-800-368-6498

AI-16718 **18.A.**

Western Palm Drive Rd Project, Parcel 2

CC REGULAR

Date:	08/04/2009
Submitted By:	Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For:	Joe Pena
Department:	RIGHT OF WAY DEPT.
Agenda Category:	Right of Way

Information

CAPTION

Authorization for approval for payment in the amount of $3,000.00 for a tract of land 0.02 of one acre out of Lot 18, Western Palms Subdivision. Western Palm Drive Road Project, Parcel 2, Alejandra Ortiz.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1203-431-00-123-005-0-711

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

BUDGETARY IMPACT:

Out of Precinct No. 3. Funding available as of 07/31/09. Check Preposted.

Attachments

Link: back-up

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/29/2009 04:06 PM	APRV
2	Olga Garza	Olga Garza	07/30/2009 04:27 PM	APRV
3	Dale Kennan	Dale Kennan	07/31/2009 11:41 AM	APRV
4	Auditor's Office		07/31/2009 05:18 PM	NEW

Form Started By: Sandra Garcia — Started On: 07/29/2009 02:08 PM

Final Approval Date: 07/31/2009

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: July 14, 2009

RE: Western Palm Drive Road Project (Parcel # 2)
Alejandra Ortiz

==========

Attached please find letter provide by property owner for above-mentioned project.

Appraised Value:	$ 1,198.00
Settlement Request:	$ 3,000.00
Difference to Landowner	$ 1,802.00

Commissioners Court Executive Session July 14, 2009

Approved; 7/14/09

Not Approved; _____

509 E. Earling Rd. ★ San Juan, Texas 78589 ★ (956) 283-8134 ★ Fax (956) 283-8402

10. District Attorney's Office - Roy Cazares: (SEE EXHIBIT N)

A. DA-State Supplement (080-010)

***1.* Approval of 2008-2009 D.A. State Supplement Budget, fund 1281, in the amount of $34,450.00.**

On motion of Commissioner Handy, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval.

2. Approval to set salaries for the new fiscal year, FY 2009
3. Approval of salary schedule.

On motion of Commissioner Handy, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval on items #2 & 3.

11.Right of Way - Joe Pena: (SEE EXHIBIT O)

A. Presentation for discussion, consideration, acceptance and approval of request for payment of HUD-1 Settlement Statement for the 5.0 acre tract of land for the Burner Station property in Weslaco with authority for County Auditor to review and complete processing procedures and for County Treasurer to issue manual check.

On motion of Commissioner Handy, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval.

On motion of Commissioner Handy, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval to amend HUD settlement statement.

B. Authorization for surveys-metes & bound, title reports, appraisals and acquisition of additional right of way for the Western Palms Subdivision.

On motion of Commissioner Handy, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval.

At this time Commissioner Palacios returns.

12. Tax Office - Armando Barrera: (SEE EXHIBIT P)

A. Approval of Annual Report for July 1st, 2007 through June 30th, 2008.

On motion of Commissioner Flores, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval.

B. 1. Submission of 2008 effective and rollback tax rates.

Submission made.

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENCE NUMBER.
Chapter 11, Sec. 11.008 Texas Property Code

Western Palm drive Road Project
Parcel: # 2
RIGHT-OF-WAY DEED

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HIDALGO §

That, I Alejandra Ortiz, of the County of Hidalgo, State of Texas, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Three Thousand No/100ths Dollars ($3,000.00) and other good and valuable consideration to Grantors in hand paid by the County of Hidalgo, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Give and Convey unto the County of Hidalgo all that certain tract or parcel of land in Hidalgo County, Texas, more particularly described in Exhibit "A", which is attached hereto and incorporated herein for any and all purposes.

Grantor reserve all of the oil, gas and sulphur in and under the land herein conveyed but waive all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same, however, nothing in this reservation shall affect the title and rights of the County to take and use all other minerals and materials thereon, therein and thereunder.

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

IN WITNESS WHEREOF, this instrument is executed on this the 13TH day of July, 2009.

Alejandra Ortiz
Alejandra Ortiz

ACKNOWLEDGMENT

THE STATE OF TEXAS

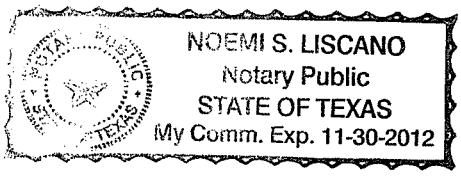
COUNTY OF HIDALGO

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 13th day of July, 2009.

Noemi S. Liscano

Notary Public, State of Texas



LAND SURVEYORS

LLC

METES AND BOUNDS DESCRIPTION
0.02 OF ONE ACRE OF LAND
(938 SQUARE FEET)
WESTERN PALMS SUBDIVISION
HIDALGO COUNTY, TEXAS

Parcel No. 2

A tract of land containing 0.02 of one acre (938 square feet), situated in Hidalgo County, Texas and also being a part or portion of **LOT 18, WESTERN PALMS SUBDIVISON**, map reference: Volume 37, Page 55, H.C.M.R., and said 0.02 of one acre (938 square feet) of land also being a part or portion of a tract of land deeded to Alejandra Ortiz, recorded in Document No. 1070789, H.C.D.R., and said 0.02 of one acre (938 square feet) of land also being more particularly described as follows;

BEGINNING on a 1/2" iron rod with a plastic cap stamped "CVQ LS" set on the Northeast corner of said Lot 18, for the northeast corner of this tract;

THENCE, S 08° 55' 33" W (S 08° 59' 00" W), along the East line of said Lot 18, a distance of 15.00 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set on the East line of said Lot 18, for the southeast corner of this tract;

THENCE, N 81° 04' 27" W, a distance of 64.07 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set on a point of curve on the West line of said Lot 18, for the southwest corner of this tract;

THENCE, along the West line of said Lot 18 and said curve to the left with a radius of 50.00 feet, an interior angle of 17° 27' 33", an arc length of 15.24 feet, a tangent of 7.68 feet, and a chord that bears N 17° 41' 21" E, a distance of 15.18 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set on the Northwest corner of said Lot 18, for the northwest corner of this tract;

THENCE, S 81° 04' 27" E (S 81° 01' 00" E), along the North line of said Lot 18, a distance of 61.76 to the **POINT OF BEGINNING**, containing 0.02 of one acre (938 square feet) of land, more or less.

Bearing basis as per **TEXAS STATE PLANE COORDINATE SYSTEM NAD 83, SOUTH ZONE.**

THE ABOVE DESCRIPTION WAS SURVEYED ON THE GROUND UNDER MY DIRECTION ON AUGUST 5, 2008.

STATE OF TEXAS
REGISTERED
CARLOS VASQUEZ
4608
PROFESSIONAL
LAND SURVEYOR

Carlos Vásquez, R.P.L.S. No. 4608
CVQ Land Surveyors, LLC

EXHIBIT
"A"
1 of 2
tabbies

P.O. Box 5066 • McAllen, Texas 78502 • Phone (956) 618-1551 • Fax (956) 618-1547

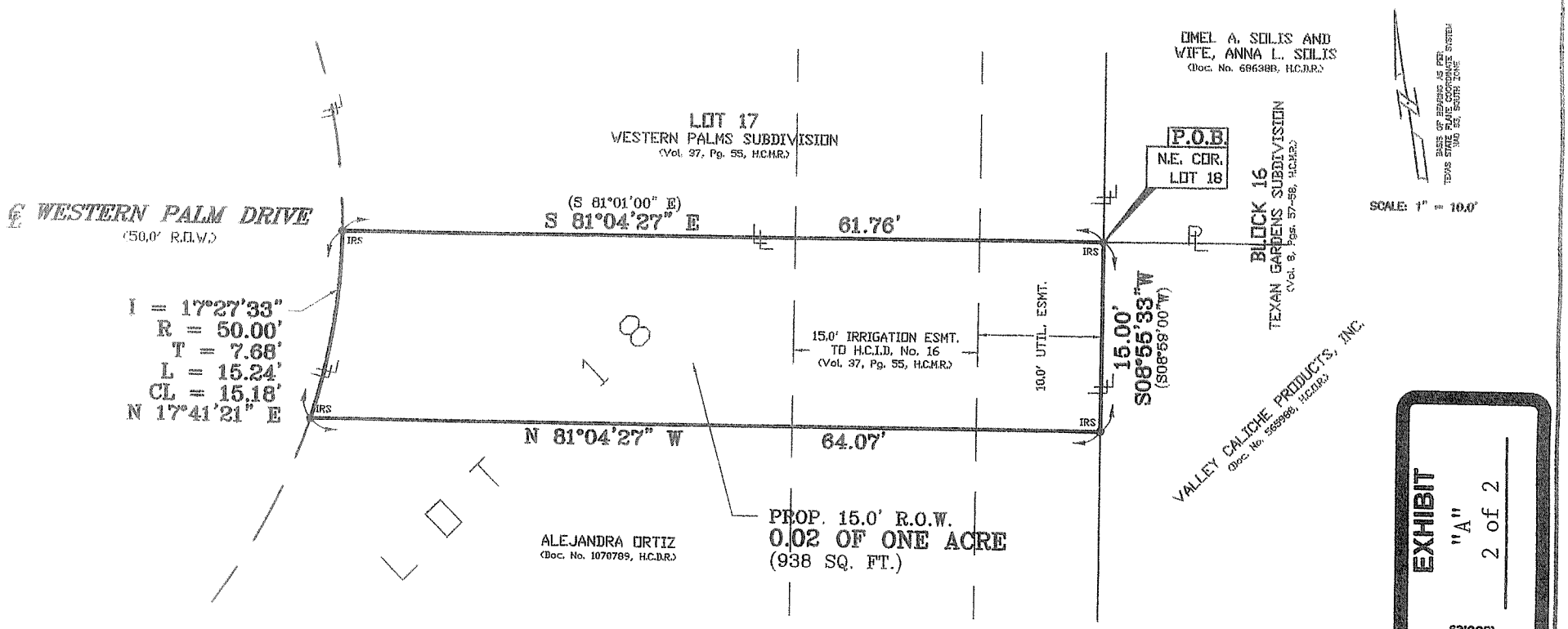


EXHIBIT "A" 2 of 2

tabbies

LEGEND

℄	= LOT LINE
P.	= PROPERTY LINE
IRS	= SET 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "CVQ LS"
R.O.W.	= RIGHT OF WAY
H.C.D.R.	= HIDALGO COUNTY DEED RECORDS
H.C.M.R.	= HIDALGO COUNTY MAP RECORDS
H.C.O.R.	= HIDALGO COUNTY OFFICIAL RECORDS

Parcel No. 2

PLAT SHOWING 0.02 OF ONE ACRE
(938 SQUARE FEET)
OUT OF LOT 17
WESTERN PALMS SUBDIVISION
(Vol. 37, Pg. 55, H.C.M.R.)
HIDALGO COUNTY, TEXAS
OWNER: ALEJANDRA ORTIZ
(Doc. No. 1070789, H.C.D.R.)

NOTES
1. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, AND MAY BE SUBJECT TO EASEMENTS RECORDED OR UNRECORDED.
2. IF THIS SURVEY DOES NOT BEAR AN ORIGINAL SEAL AND SIGNATURE, IT IS INVALID AS PER SECTION 663.19 OF THE "THE PROFESSIONAL LAND SURVEYING PRACTICES ACT" ENACTED UNDER ARTICLE 5282C, VERNON'S TEXAS CIVIL STATUTES.

PROJECT INFORMATION	
SURVEYED DATE:	08/05/08
JOB NO.:	08D801
DRAWN BY:	A.S.
CHECKED BY:	C.V.
REVISIONS:	

CVQ LAND SURVEYORS
LLC
517 BEAUMONT AVE.
McALLEN, TEXAS 78501
Ph. (956) 618-1551
FAX (956) 618-1547

JEH
JAVIER HINOJOSA ENGINEERING
CONSULTING ENGINEERS
416 E. DOVE AVENUE McALLEN, TEXAS 78504
PHONE (956) 668-1588

SURVEYOR'S CERTIFICATION

I, Carlos Vasquez, a Registered Professional Land Surveyor, do hereby certify the above forgoing plat to be a true and correct representation of the land as surveyed, on the ground on August 5, 2008, under my direction.

CARLOS VASQUEZ
4608
REGISTERED PROFESSIONAL LAND SURVEYOR

Carlos Vasquez
R.P.L.S. NO. 4608

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This product style and format is protected by Copyright and all rights are reserved. The use of this drawing format is strictly prohibited

INFORMATION FOR REAL ESTATE 1099-S REPORT FILING
as Required by the Internal Revenue Service

SOLICITATION

Section 6045 of the Internal Revenue Code, as amended by the Tax Reform Act of 1986, requires the reporting of certain information to the IRS on real estate transactions. The information may also be sent to other third parties. You are required by law to provide HIDALGO COUNTY, with your correct taxpayer identification number. If you do not provide HIDALGO COUNTY, with your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law.

Social Security Her# [redacted]3829

SLLER NAME

Alejandra Ortiz

RR 27 Box 564

Mission, Texas 78572

PERMANENT MAILING ADDRESS

RR 27 Box 564

Mission, Texas 78572

TRANSACTION INFORMATION

Closing Date: July 14, 2004

Description of Property: (SEE ATTACHED DEED)

Contract Sales Price: $ 3,000.00
If multiple sellers -
Request is hereby made that you allocate the sales price among the sellers (Yes or No)

Has the seller received (or will receive) property (other than cash and consideration treated as cash) or services as part of the consideration for this transaction? (Yes or No)

CERTIFICATION

Under penalties of perjury, I certify that the number shown on this form is my correct Taxpayer Identification number. I also certify that the other information shown herein is correct. I acknowledge receipt of a copy of this form.

Alejandra Ortiz

Alejandra Ortiz

SUBSTITUTE FORM 1099

This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.

FORM NO. 1104.1

Website: www.atlashall.com

ATLAS & HALL, L.L.P.
ATTORNEYS AT LAW
P.O. BOX 3725 (78502-3725)
816 W. PECAN BLVD.
McALLEN, TEXAS 78501
TEL. (956) 682-5501 FAX (956) 686-6109

STARR COUNTY OFFICE
200 N. BRITTON AVE.
RIO GRANDE CITY, TEXAS 78582
TEL. (956) 488-1896
FAX (956) 488-6482

July 7, 2009

Via Facsimile (956) 283-8402

Mr. Joe Pena, Director
Hidalgo County Right-of-Way Department
301 E. State Street
Pharr, Texas 78577

Re: ***Cause No. CCD-0005-E; Hidalgo County, Texas vs. Alejandra Ortiz and Inter National Bank (As Lienholder); In the County Court at Law No. Five of Hidalgo County, Texas***

Dear Mr. Pena:

On July 1, 2009, the negotiations on the above-referenced condemnation case between Hidalgo County and Bob Sanchez, attorney for defendant Alejandra Ortiz, concluded with a settlement in the amount of $3,000.00 to be paid to the defendant. In order to finalize the settlement and dispose of this case, therefore, we will need the amount of the settlement tendered. Please let me know when we can anticipate the receipt of these funds and I will proceed with preparing the documents necessary to close this matter.

As always, feel free to call if you have any questions.

Very truly yours,

ATLAS & HALL, L.L.P.

By: Yesenia B. Olazaran
Yesenia B. Olazaran
Secretary to Gregory S. Kazen

/ybo

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

September 18, 2008

Hidalgo County Right of Way Department
509 E. Earling Road
San Juan, Texas 78589

RE: Western Palm Drive Road Project in the Mission area, Hidalgo County, Texas. Ortiz - Parcel #02

Dear Sirs:

In accordance with your request, we are pleased to present our appraisal report of the above referenced property.

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 2006 Uniform Standards of Professional Appraisal Practice. The date of the current appraisal is September 18, 2008 which is the date of inspection.

ONE THOUSAND ONE HUNDRED NINETY EIGHT DOLLARS
$1,198.00

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

Paul W. Haerther
(Did Physically Inspect Property)
Texas General Real Estate Appraiser,
Certificate #TX-1330675-G

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USPAP REQUIREMENTS/SALIENT FACTS PAGE

USPAP Comments - Scope of Work: This appraisal involves a partial taking of a strip of land. The larger property is a 31,099 square foot lot located along Western Palm Drive in Western Palms Subdivision to the northwest of the City of Mission, Texas. The site is presently improved with a manufactured home that is situated away from the part to be acquired and will not be adversely affected by the taking. The cost and income approaches are not applicable to the appraisal and have not been included in the appraisers analysis of the property. The land 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 work included a complete analysis of the subject property and the subject neighborhood. In addition, research was conducted on surrounding properties, market trends, and comparable land sales. A form 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, Twelfth Edition, published by the Appraisal Institute. The appraisal methodology and the value conclusion contained herein are in conformance with the 2006 Uniform Standards of Professional Appraisal Practice.

This appraisal report is for the exclusive use of the Hidalgo County Right of Way Department for the purpose of assisting with the acquisition of right-of-way for the Western Palm Drive Road Project, Hidalgo County, State of Texas.

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. Since the subject property is unimproved land, information was gathered on comparable land sales. The sales comparison approach to value was reconciled to derive an estimate of value for the whole property, the part taken, the remainder after the taking, severance damages, and just compensation. The cost and income approaches to value were not applicable.

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 the Hidalgo County Right of Way Department for the purpose of assisting with the acquisition of right-of-way for the Western Palm Drive Road Project, Hidalgo County, State of Texas.

Exposure Period: The Market value estimate assumes that the subject property has been exposed to the market for some period of time prior to the date of appraisal. It provides a measure of the stability of the market and helps the reader of the appraisal determine if the market conditions are stable or changing for the recent past and the near future. The exposure time for the current appraisal is 6 months and the marketing time is estimated at 6 to 12 months. Market conditions are believed to be stable for the subject property within this time period.

Environmental: No adverse environmental influences were noted at the time of inspection. The appraiser is not qualified to identify environmental hazards and recommends an environmental site inspection to determine if hazardous materials are present.

Property Rights Appraised: The property rights appraised are the fee simple estate subject to existing easements and excluding oil, gas, and subsurface minerals.

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.

Date of Inspection/Owner Contact: The appraisers met with the property owner at the subject site on September 18, 2008.

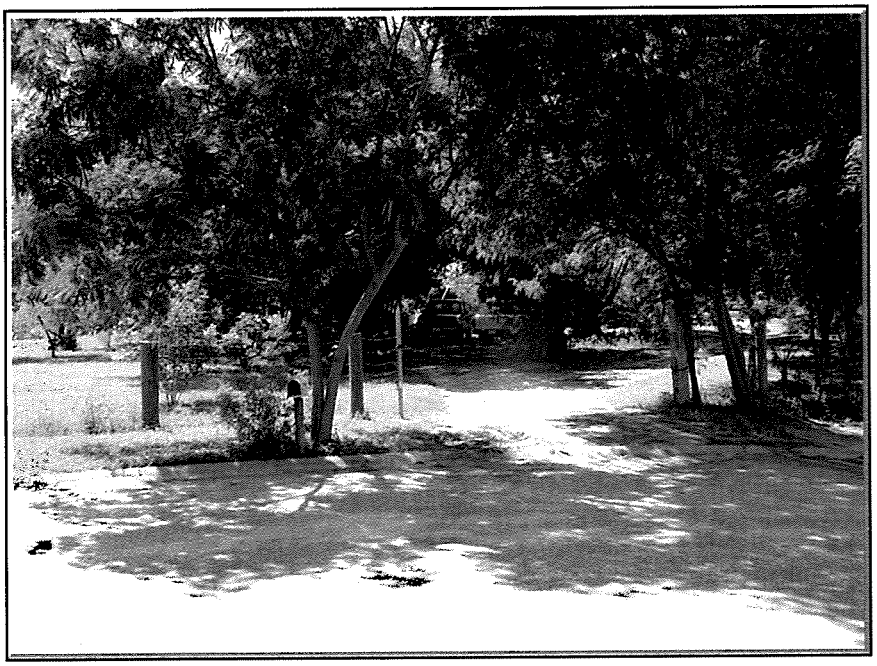
Effective Date of Appraisal: The effective date of this appraisal is September 18, 2008 the most recent date of inspection. Photos of the subject were taken during the September 18th inspection.

Date of Report: The date of this report is September 18, 2008.

PHOTOGRAPHS OF SUBJECT PROPERTY
Include Each Major Improvement

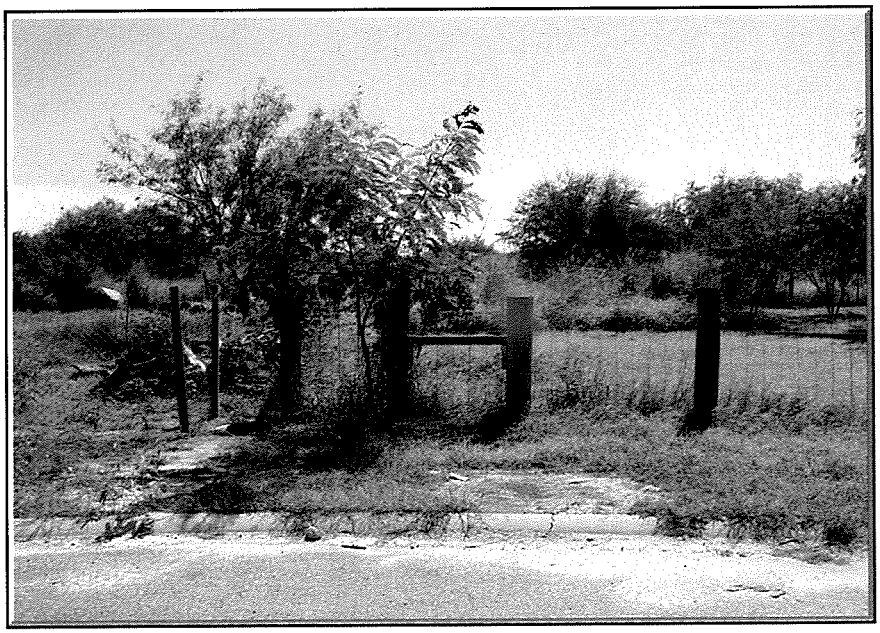
Parcel No.: 02
Date Taken: September 18, 2008
1. Point from which taken: Western Palm Drive

Local Address: Western Palm Drive
Taken By: Paul Haerther
Looking: View of Whole Property



2. Point from which taken: Western Palm Drive

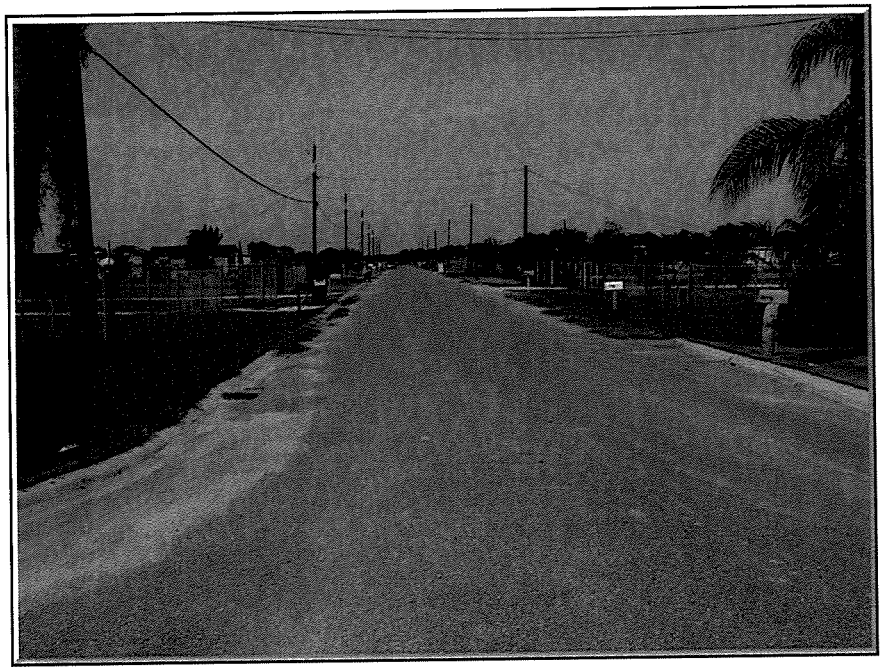
Looking: View of Part to be Acquired



PHOTOGRAPHS OF SUBJECT PROPERTY
Include Each Major Improvement

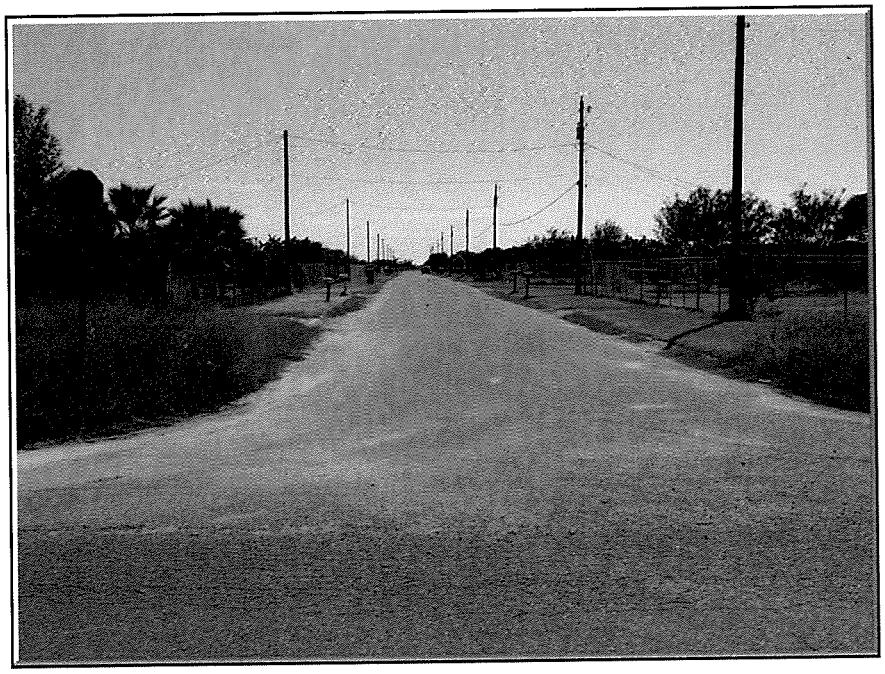
Parcel No.: 02
Date Taken: September 18, 2008
3. Point from which taken: Western Palm Drive

Local Address: Western Palm Drive
Taken By: Paul Haerther
Looking: West Along Western Palm Drive

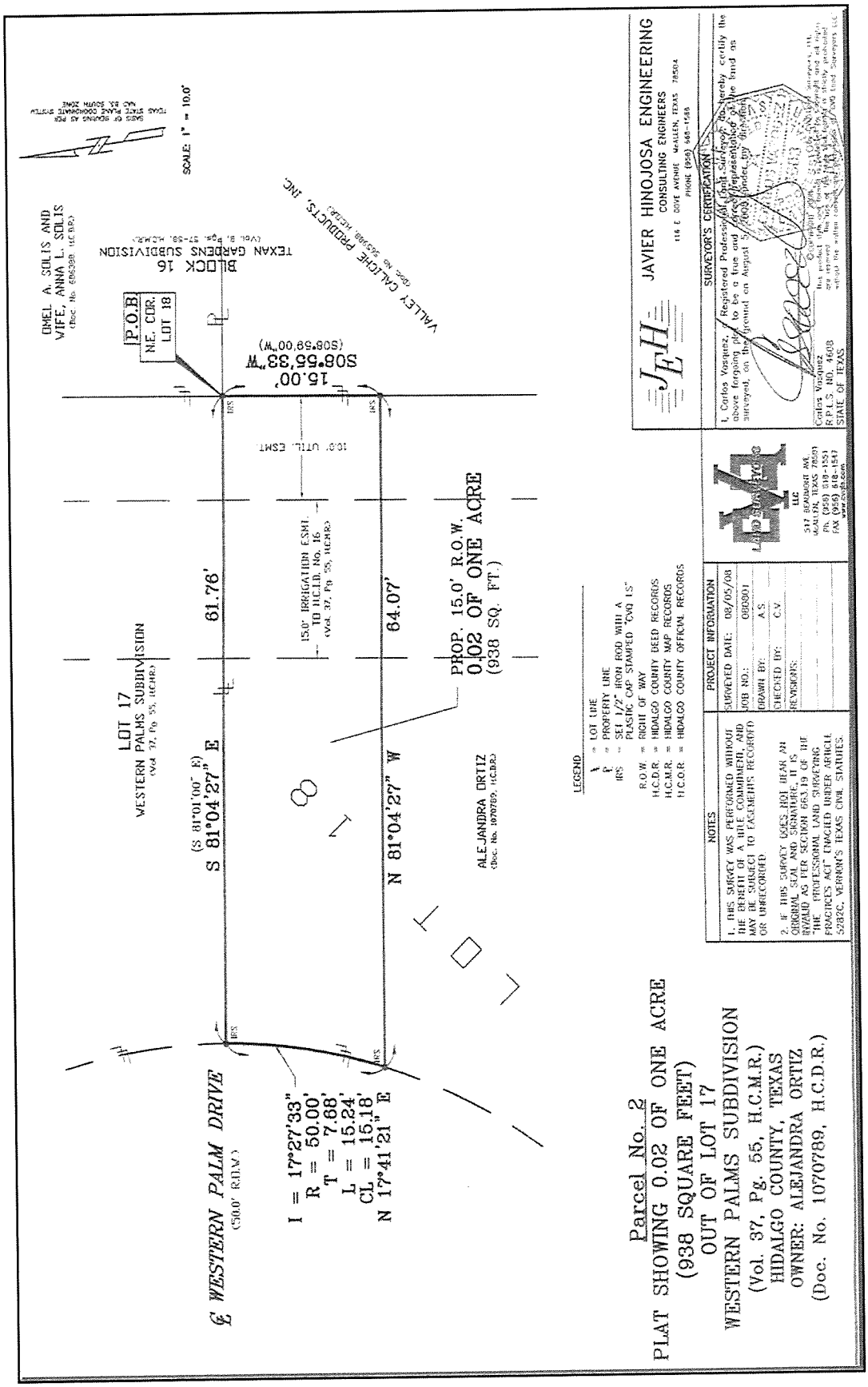


4. Point from which taken: Western Road

Looking: East Along Western Palm Drive



SITE SURVEY - PART TO BE ACQUIRED



FIELD NOTES - PART TO BE ACQUIRED

LAND SURVEYORS

LLC

METES AND BOUNDS DESCRIPTION
0.02 OF ONE ACRE OF LAND
(938 SQUARE FEET)
WESTERN PALMS SUBDIVISION
HIDALGO COUNTY, TEXAS

Parcel No. 2

A tract of land containing 0.02 of one acre (938 square feet), situated in Hidalgo County, Texas and also being a part or portion of **LOT 18, WESTERN PALMS SUBDIVISON**, map reference: Volume 37, Page 55, H.C.M.R., and said 0.02 of one acre (938 square feet) of land also being a part or portion of a tract of land deeded to Alejandra Ortiz, recorded in Document No. 1070789, H.C.D.R., and said 0.02 of one acre (938 square feet) of land also being more particularly described as follows;

BEGINNING on a 1/2" iron rod with a plastic cap stamped "CVQ LS" set on the Northeast corner of said Lot 18, for the northeast corner of this tract;

THENCE, S 08° 55' 33" W (S 08° 59' 00" W), along the East line of said Lot 18, a distance of 15.00 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set on the East line of said Lot 18, for the southeast corner of this tract;

THENCE, N 81° 04' 27" W, a distance of 64.07 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set on a point of curve on the West line of said Lot 18, for the southwest corner of this tract;

THENCE, along the West line of said Lot 18 and said curve to the left with a radius of 50.00 feet, an interior angle of 17° 27' 33", an arc length of 15.24 feet, a tangent of 7.68 feet, and a chord that bears N 17° 41' 21" E, a distance of 15.18 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set on the Northwest corner of said Lot 18, for the northwest corner of this tract;

THENCE, S 81° 04' 27" E (S 81° 01' 00" E), along the North line of said Lot 18, a distance of 61.76 to the **POINT OF BEGINNING**, containing 0.02 of one acre (938 square feet) of land, more or less.

Bearing basis as per **TEXAS STATE PLANE COORDINATE SYSTEM NAD 83, SOUTH ZONE.**

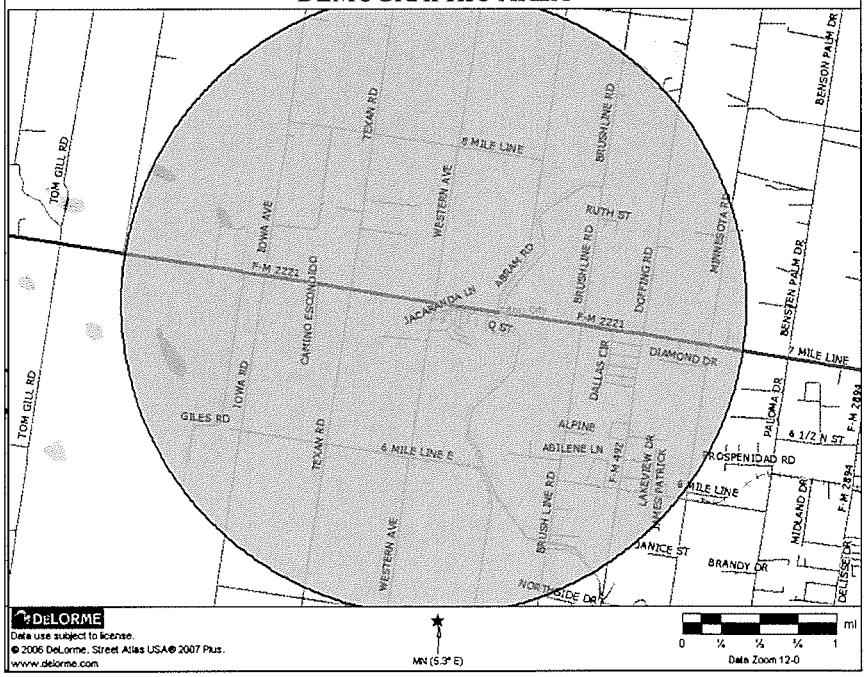
THE ABOVE DESCRIPTION WAS SURVEYED ON THE GROUND UNDER MY DIRECTION ON AUGUST 5, 2008.

Carlos Vasquez, R.P.L.S. No. 4608
CVQ Land Surveyors, LLC

DESCRIPTION OF PROPERTY

Area and Neighborhood Description: The subject area includes the area to the northwest of the City of Mission, Hidalgo County, Texas. Area boundaries include SH 107 to the north, Conway Boulevard to the east, F.M. 495 to the south and Iowa Road to the west. The defined area includes a mix of development and includes commercial, and different types of residential and agricultural uses. The appraised property is located in a developing area northwest of the City of Mission and northwest of Alton, Texas. It is located in the Mission extra territorial jurisdiction and 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 some 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.

DEMOGRAPHIC AREA



Although precise population information has not been obtained for the defined area, demographic information has been considered for a two mile radius extending from the intersection of Western Road and FM 681 which is also known as FM 2221.

The current population is estimated at 3,183. Population growth is estimated to have decreased 2.0% between 2000 and 2008. The population is estimated to increase approximately 5% to 3,334 by the year 2013. The median age is estimated at 20 years and approximately 76.9% of the population is under the age of 35 and approximately 58% is under the age of 25 years. The median household income is estimated at $15,916 (the US median income is $53,154 and the median for Hidalgo County is $30,932) with the average household income estimated at $24,444 (the US average is $73,126 and the average for Hidalgo County is $42,521).

For persons over the age of 25 years, the educational attainment level includes 16.0% with a high school diploma, 8.4% with an associate, bachelors, or graduate degree, and 7.2% have some college but no degree. This indicates that 31.6% of the population, over the age of 25 has completed at least a high school education (Hidalgo County = 59.2% and the Unites States = 83.6%).

For persons over the age of 16, approximately 90.6% are employed, 9.4% are unemployed. The average time traveled to work was around 28.9 minutes in the year 2000. For the 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 749 units in 2008 with 78.0% being owner occupied, 10.4% being renter occupied, and 11.6% being vacant.

The north Mission area reflects the demographic attributes 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 terms of wage and income as well as educational attainment and employment.

AREA MAP

SUBJECT
TOM GILL RD
IOWA AVE
TEXAN RD
WESTERN AVE
BRUSHLINE
DOFFING RD
PALOMA DR
9 MILE LINE
ABRAM RD
BENSON PALM DR
8 MILE LINE
BRUSHLINE RD
RUTH ST
MINNESOTA RD
BENSTEN PALM DR
F-M 2221
CAMINO ESCONDIDO
JACARANDA LN
DALLAS CIR
DIAMOND DR
LAHOMA DR
7 MILE LINE
GILES RD
IOWA RD
6 MILE LINE E
ALPINE
ABILENE LN
F-M 492
LAKEVIEW DR
JAMES PATRICK
PROSPENIDAD RD
6 1/2 N ST
TKEURY ST
6 MILE LINE
MIDLAND DR
DELISSE DR
JANICE ST
ALTON ST
CONDOR CIR
BENTSON PALM DR
F-M 676
MILE 5 RD
ARRON ST
NARANJA DR
5 MILE CIR
JUSTINE RD
JUSTINE LOR
LA REINA DR
COSTA AZUL
CAMERON
MELISA ST
ESTER ST
SHUERBACH RD
F-M 2894
MILE FOUR
KATRINA
La Homa
Doffing
IRMALINDA ST
BUDDY OWENS AVE
GARZA ST
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WHOLE SITE ANALYSIS

Location: The subject property is a partial acquisition for the Western Palm Drive Road Project, Hidalgo County, Texas.

Legal Description - Whole Property: All of Lot 18, Western Palms Subdivision, being a re-subdivision of 20.0 acres out of Block 16, Texan Gardens Subdivision as recorded in Volume 8, Pages 57-58, Map and Plat Records of Hidalgo County, Texas.

Access: Access to the subject property is average via Western Palm Drive which is a two lane asphalt paved road which serves Western Palms Subdivision.

Physical Characteristics: The appraised property is a cul-de-sac lot located at the east end of Western Palm Drive in Western Palms Subdivision to the northwest of the City of Mission, Hidalgo County, Texas. The site is basically rectangular in shape. According to recorded plat, land area is 31,099 square feet. Although the site is slightly irregular due to the cul de sac, the lot width is 300' along the east boundary and a total depth of 111.96' along the south boundary. Ingress/egress is facilitated by 2-lane Western Palm Drive which serves the subject subdivision.

Available utilities include water, electricity, and telephone service. The site is located to the northwest of the City of Mission and is not subject to zoning restrictions. The property is located in a Zone "X" flood insurance rate area. Zone "X" is a not considered a special flood hazard. Topography is near level.

According to the recorded plat there are no adverse easements, encroachments, and/or encumbrances that affect the property. The appraiser recommends a site survey and title report to determine whether any of these adverse influences may be present.

Five Year Sales History: According to information provided by the client, the subject property has been under the same, or similar, ownership since April 22, 2002. No current offers to either sell or purchase the subject property are known to the appraisers.

Tax Information: The appraised property is located within the following taxing entities. The tax accounts are included based on the current assessed value for 2007.

TAXING ENTITIES	TAX RATES
Drainage District #1	$0.0492
Hidalgo County	$0.5900
South Texas College	$0.1540
La Joya ISD	$1.2520
South Texas ISD	$0.0492
COMBINED TAX RATE	**$2.0944**
Account #W4250-00-000-0017-00	
Assessed Value - Market Value	**$20,403**
Current Tax Load	**$427**

Improvement Description: As of the effective date of the appraisal, the subject property was improved with a manufactured home and related site improvements.

Highest and Best Use - Whole Property: The subject site is located in a suburban residential subdivision to the northwest of the City of Mission, Texas. According to recorded plat, land area is 31,099 square feet and tract shape is basically rectangular. Potable water, electricity, and telephone service are available in the area. The property has average access from Western Palm Drive which serves the subject development. The property is not located in a special flood hazard area and was not zoned as of the effective date of the appraisal. Surrounding properties in the subject subdivision are being utilized for single family residential use. Highest and best use "as unimproved" is for residential use. Highest and best use "as improved" is for continued residential use.

Part to be Acquired: The part to be acquired includes a basically rectangular shaped strip off of the southern portion of the property. The taking does not constitute an economic unit and the highest and best use is in conjunction with the whole property. Highest and best use for the part to be acquired is for utilization with the whole site.

Remainder After the Taking: The remainder after the taking will include the remaining land and improvements. After the taking the whole property maintains similar physical characteristics and attributes. Highest and best use for the remainder after the taking is for continued single family residential use. The property will retain similar access and will not suffer a diminution in use as a result of the acquisition.

Discussion of Economic Unit: The appraised property constitutes its own economic unit of 31,099 square feet with frontage along Western Palm Drive. The proposed acquisition is a basically rectangular shaped strip off of the southern portion of the property. The compensation for the part to be acquired is a pro rata share of the whole. The parent tract land area of 31,099 square feet is suitable for residential use and sales of this size have been noted in the subject's market area. For valuation purposes the entire site of 31,099 square feet has been selected as the economic unit.

LAND VALUATION
Representative Comparable Sales

Item	Subject	Comp #1	Comp #2	Comp #3
Sale Price		**$17,000**	**$18,500**	**$22,500**
$/SF	**NA**	**$0.78**	**$0.82**	**$1.04**
Property	Fee Simple	Similar	Similar	Similar
Conditions Sale	Arms Length	Same	Same	Same
Financing Terms	Cash	Similar	Similar	Similar
Market Conditions	08/08	04/06	09/06	08/06
Adjust 5%/year		10%	10%	10%
Time Adjusted $/SF		**$0.86**	**$0.90**	**$1.14**
Location	Western Palm Drive	NEC Bentsen Palm & Palmas Del Norte	Arturo Lane	Davis Lane
Location Adj.		0%	0%	0%
Utilities	Electric/Water	Electric/Water	Electric/Water	Electric/Water
Utilities Adj.		0%	0%	0%
Tract Size	31,099 sf	21,781 sf	22,433 sf	21,551 sf
Size Adj.		-5%	-5%	-5%
Phys Char Dimensions Topography	±Rectangular 275' depth Zone "X"	±Rectangular 172' depth Zone "C"	Rectangular 121' x 185' Zone "C"	Rectangular 64' x 341' Zone "B"
Adjustment		0%	0%	0%
Net Adjustment		**-5%**	**-5%**	**-5%**
Adj $/Square Foot		**$0.82**	**$0.86**	**$1.09**

COMPARABLE DATA SUPPLEMENT

District: Hidalgo Parcel No. 1 Highway: County: Hidalgo CSJ:

Land Sale [1] Improved Sale [ ] Rental Data [ ]

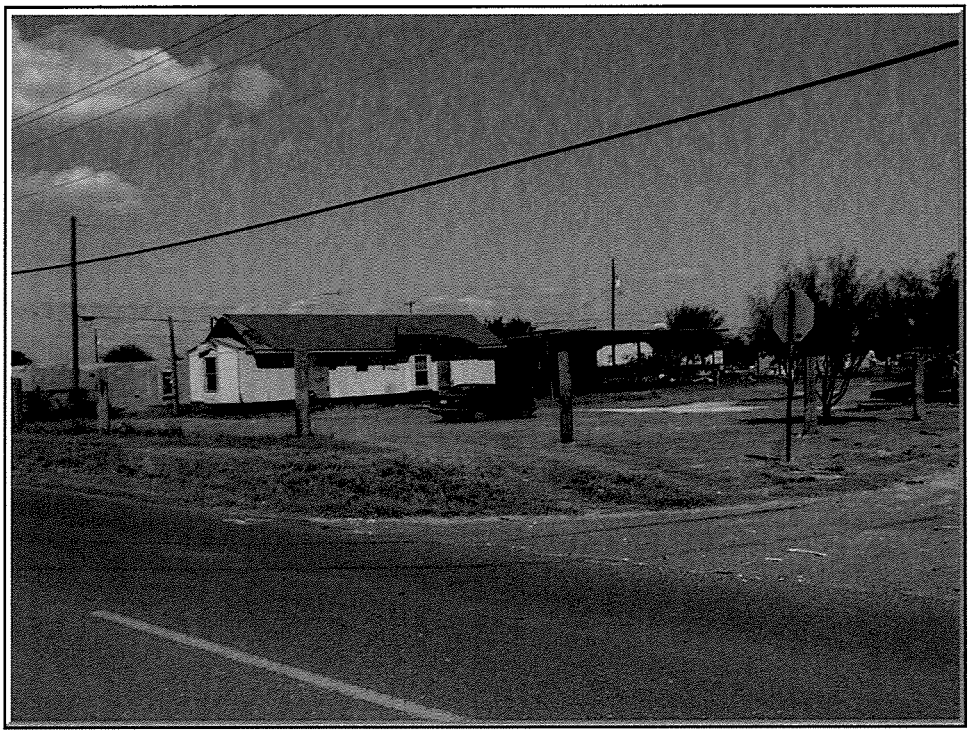
Highlight this text and insert photo here

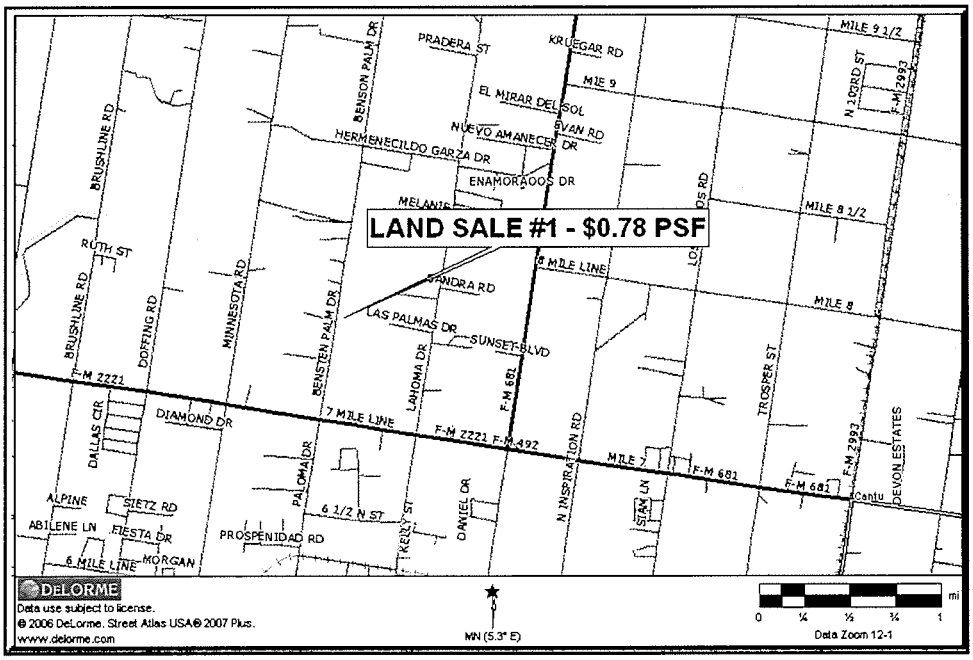
Grantor/Lessor: Veronica Gonzalez, a single person		Grantee/Lessee: Bertha M. DeRios, a married person & Javier Trevino, a single person	
Date: 04/25/2007	Recording Information: Document # 1608647	Key Map:	
Address: NEC Bentsen Palm Drive & Palmas Del Norte Street			Zip Code:
Legal Description: Lot 36, Las Palmas Del Norte Subdivision, Hidalgo County, Texas as per map or plat thereof recorded in Volume 30, Page 30, Map Records, Hidalgo County, Texas.			
Confirmed Price: $17,000		Verified by: Capri Realty	
Terms and Conditions of Sale: Arm's length, Cash to Seller			
Rental Data: NA			
Land Size: 21,781 sf, (±127.93' x ±172.7')		Unit Price as Vacant: $0.78 psf	
Type Street: Asphalt Paved		Utilities: Water and electricity	
Improvement(s) Description: NA - no improvements at time of sale			
Improvement(s) Size: None at time of sale (GBA) (NRA)		Unit Price as Improved $: NA	
Condition and Functional Design: NA			
Current Use: Residential		Highest & Best Use: Residential	
Date of Inspection: 08/21/2008	Zoning: Not zoned, County Jurisdiction		Flood Plain: Zone "C"

Attach additional information as necessary: This is a sale of a suburban residential lot located at the northeast corner of Bentsen Palm Drive and Palmas Del Norte Street. The property offers 21,781 square feet and is basically rectangular in shape. The property has access to city water and electric services but no city sewer at the time of sale.

Appraiser: John H. Malcom, Jr, MAI, CCIM, SR/WA	August 21, 2008
(Typed, not signed)	Date:

MAP AND PHOTO EXHIBIT - LAND COMPARABLE #1





COMPARABLE DATA SUPPLEMENT

District: Hidalgo Parcel No. 1 Highway: County: Hidalgo CSJ:

Land Sale [2] Improved Sale [ ] Rental Data [ ]

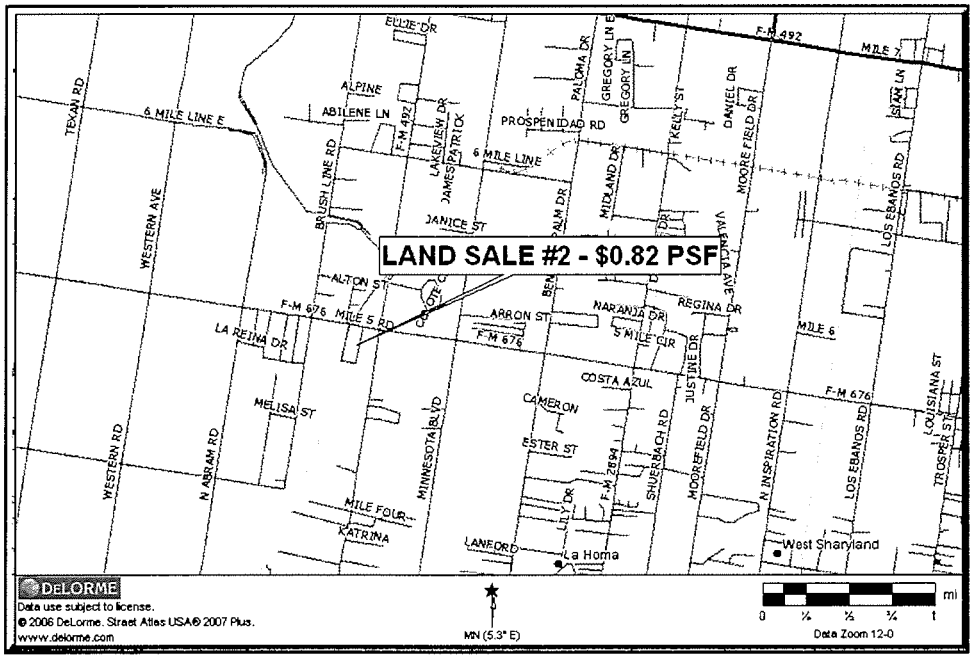
Highlight this text and insert photo here

Grantor/Lessor: Irma Gonzalez & spouse, Rosendo Gonzalez		Grantee/Lessee: maria Del Rosario Rodriguez
Date: 09/04/2006	Recording Information: Document #1678317	Key Map:
Address: Arturo Lane, South of Mile 5 Road		Zip Code:
Legal Description: All of Lot 23, Basham Subdivision #40, a Addition to the City of Mission, Hidalgo County, Texas, according to the map recorded in Volume 30, Page 159, Map Records in the Office of the County Clerk of Hidalgo County, Texas.		
Confirmed Price: $18,500		Verified by: Century 21
Terms and Conditions of Sale: Arms Length, Cash to seller		
Rental Data: NA		
Land Size: 22,433 square feet, (121.25' x 185')		Unit Price as Vacant: $0.82 psf
Type Street: Asphalt Paved		Utilities: Water, Electric
Improvement(s) Description: NA - no improvements at time of sale		
Improvement(s) Size: None at time of sale		Unit Price as Improved $: N/A
Condition and Functional Design: N/A		
Current Use: Residential		Highest & Best Use: Residential
Date of Inspection: 08/21/2008	Zoning: None	Flood Plain: Zone "C"

Attach additional information as necessary. This is a sale of a suburban residential lot located along Arturo Lane to the south of 5 Mile Line to the north of Mission, Texas. The property offers 22,433 square feet and is basically rectangular in shape. The property has access to city water and electric services but no city sewer at the time of sale.

Appraiser: John H. Malcom, Jr, MAI, CCIM, SR/WA	August 21,2008
(Typed, not signed)	Date:

MAP AND PHOTO EXHIBIT - LAND COMPARABLE #2



COMPARABLE DATA SUPPLEMENT

District: Hidalgo Parcel No. 1 Highway: County: Hidalgo CSJ:

Land Sale [3] Improved Sale [ ] Rental Data [ ]

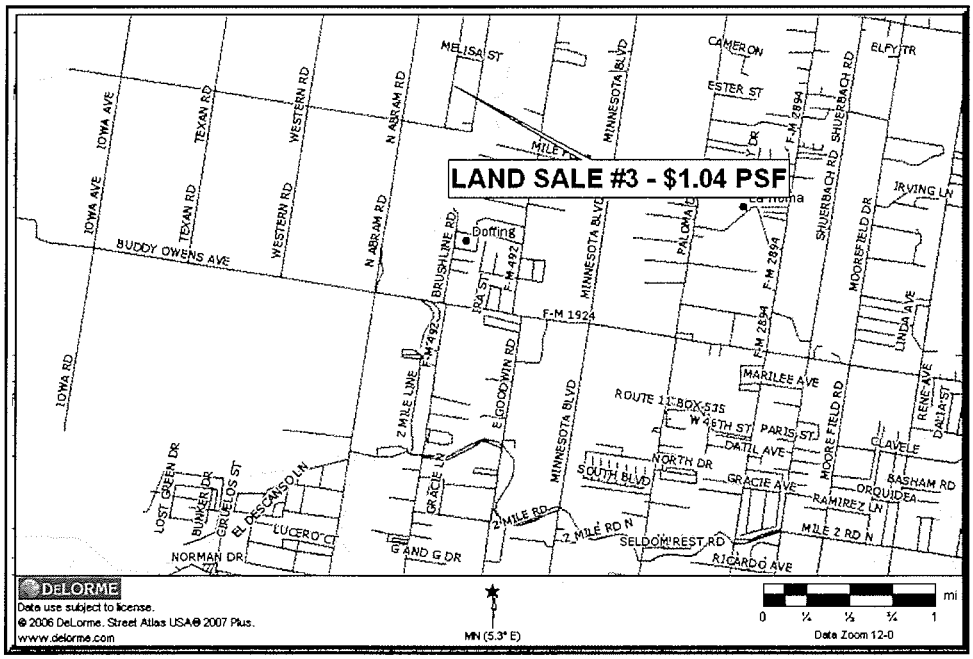
Highlight this text and insert photo here

Grantor/Lessor: Texcitrus Land Development Co., LLC		Grantee/Lessee: Mercedes M. Gallegos
Date: 08/01/2006	Recording Information: Document #1651913	Key Map:
Address: 5302 N. Davis Lane		Zip Code:
Legal Description: All of Lot 18, Abram North Subdivision Amended, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 32, Page 111, Map Records of Hidalgo County, Texas.		
Confirmed Price: $22,500		Verified by: Ellis Real Estate
Terms and Conditions of Sale: Arm's length, Arms Length		
Rental Data: N/A		
Land Size: 21,551 sf, (63.5' x 341')		Unit Price as Vacant: $1.04 psf
Type Street: Asphalt paved		Utilities: Water, Electric
Improvement(s) Description: NA - no improvements at time of sale		
Improvement(s) Size: None at time of sale		Unit Price as Improved $: NA
Condition and Functional Design: NA		
Current Use: Residential		Highest & Best Use: Residential
Date of Inspection: 08/21/2008	Zoning: N/A	Flood Plain: Zone "C"

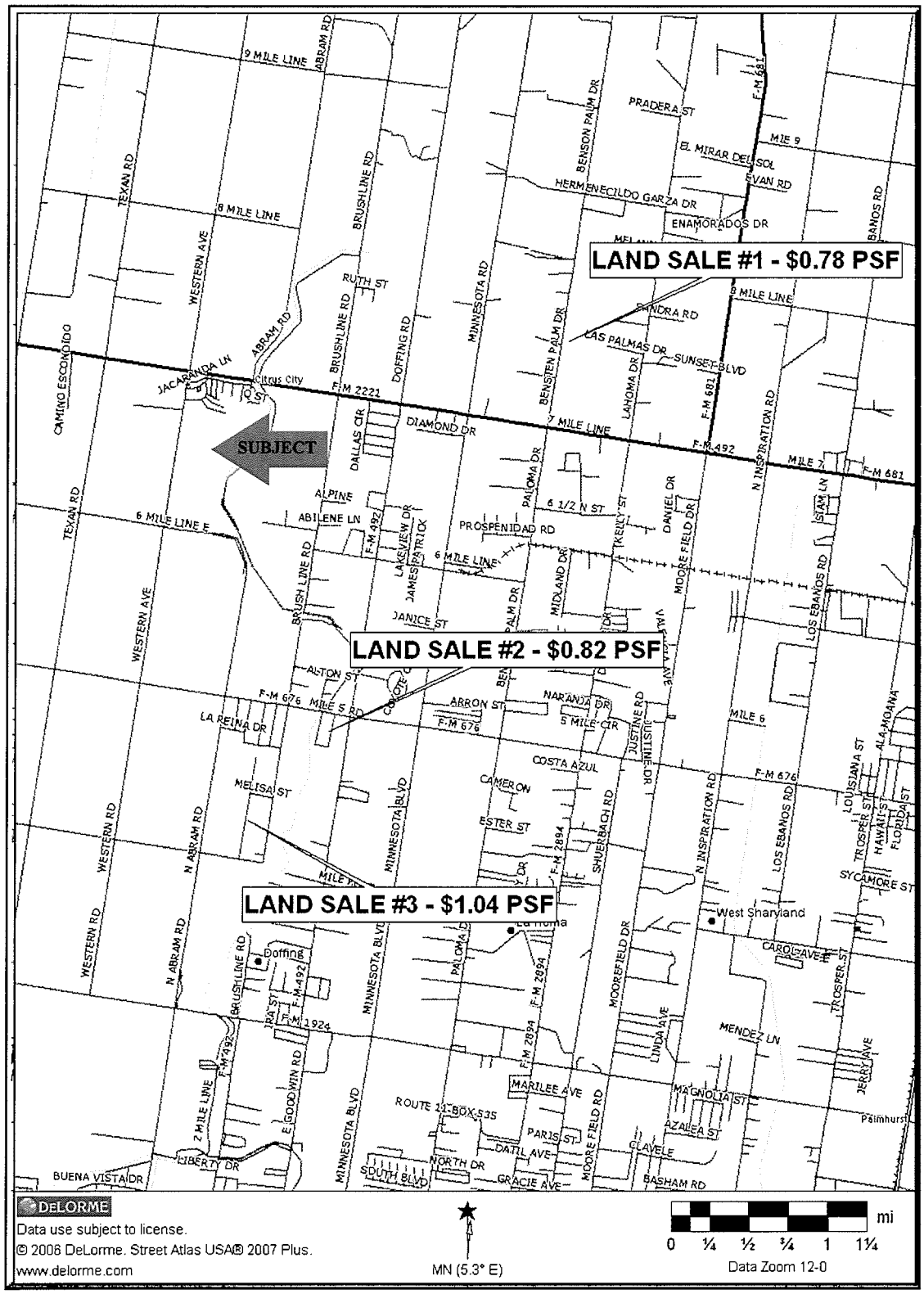
Attach additional information as necessary: This is a sale of a suburban residential lot located along Davis Lane to the north of 4 Mile Line to the north of Mission, Texas. The property offers 21,551 square feet and is basically rectangular in shape. The property has access to city water and electric services but no city sewer at the time of sale.

Appraiser: John H. Malcom, Jr, MAI, CCIM, SR/WA	August 21, 2008
(Typed, not signed)	Date:

MAP AND PHOTO EXHIBIT - LAND COMPARABLE #3



LAND SALES LOCATION MAP



Explanation of Adjustments with Reconciliation:

The appraised property and comparable sales are similar for property rights conveyed amd financing terms, No adjustment is necessary for these elements of comparison.

Market Conditions - The comparable land sales were conveyed between August , 2006 and April, 2007 with the date of appraisal being September, 2008. Market conditions have been rising throughout Hidalgo County for most types of unimproved land. This trend has been noted for virtually all types of development land as well as subdivided lots. The appraiser will include a market conditions adjustment of 5% per year for the period 2005 to year end 2007. The adjustment will be applied in increments of 5% to the current date.

Location - The appraised property is an interior site located along Western Palm Drive to the northwest of the City of Mission, Texas. Land sale #1 is a corner site located at the northeast corner of Bentsen Palm Drive and Palmas Del Norte Road. The subject is inferior for corner influence and superior for general location. The adjustments are ofsetting and no location adjustment is necessary for sale #1. Land sales #2 and #3 are interior sites located in competing residential subdivisions in the subject's market area. The subject is similar to these sales for location and no adjustment is necessary.

Utilities - The subject is located in an area that does not yet have access to full city utilities. The three land sales are located in developments with similar utility availability and no adjustment is necessary.

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. Size adjustments are based on a doubling basis with an adjustment of 10% for each doubling in size between the subject and the comparable sale.

Shape, Topography & Flood Zone - The subject and selected sales are viable substitution sites and no adjustment is necessary for shape/topography. The subject and selected land sales are located in similar flood risk areas and no adjustment is necessary for this element of comparison.

Reconcilitation - The adjusted range of value is $0.82 psf to $1.09 psf. All sales are considered, and a unit value of $1.00 per square foot is selected for the subject property. Based on a unit value of $1.00 per square foot, the indicated site value would be $31,099 (31,099 square feet@ $1.00/psf = $31,099).

ESTIMATED VALUE OF ACQUISITION

Easement	**0.00**	**ac/sf**	**@ $**	**$0**	**$**	**0**		
Fee	**938 sf**	**ac/sf**	**@ $**	**$1.00**	**$**	**$938**		
Total Land							**$**	**938**
Improvements								
77.0 lineal feet of Wire Panel Fencing @ $3.75/lf less 10% depreciation						260	$	
							$	
							$	
							$	
							$	
							$	
							$	
Total Improvement Value							$	**260**
Total Value as a Unit							$	**1,198**
Cost to Cure Damages (if any)							$	**0**
Estimated Total Compensation							$	**1,198**

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 almost identical physical characteristics. The appraiser has concluded that there are no damages as a result of the proposed acquisition.

Cost to Cure: After the taking it will be necessary to replace the subject's wire mesh fencing along the new northern boundary of the property. The cost to cure is calculated as the cost new to replace the fencing less the amount included in the part to be acquired. The estimated cost to cure is presented as follows:

Replace 61.76' of fencing at $3.75/lf	$232
Less compensation above	$260
Cost to Cure:	$(28)

Compensation included above is sufficient to refence the remainder.

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 September 18, 2008

John H. Malcom, Jr, MAI, CCIM, SR/WA
(Did Physically Inspect Property)
Texas General Real Estate Appraiser,
Certificate #TX-1320239-G

Paul W. Haerther
(Did Physically Inspect Property)
Texas General Real Estate Appraiser
Certificate #TX-1330675-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 material used in the construction or maintenance of the building, such as the presence of urea formaldehyde foam insulation, and/or existence of toxic waste, which may or may not be present on the property, 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.

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 - Appraisal Institute

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 - 6/12/2006
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
2007 - Online, Appraisal Institute - Appraising from Blueprints & Specifications
2007 - Online, Appraisal Institute - Analyzing Distressed Real Estate

AI-16752 **18.B.**

Open Cut - Eldora Road

CC REGULAR

Date:	08/04/2009
Submitted By:	Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For:	Joe Pena
Department:	RIGHT OF WAY DEPT.
Agenda Category:	Right of Way

Information

CAPTION

Authorization to do an open cut approximately 5/10 mile east of FM 1423 on Eldora Road- Open cut will be made in the middle of the road. A 2" waterline will be installed to replace broken water line. North Alamo Water Supply.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

NO BUDGETARY IMPACT

Attachments

Link: Open Cut

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/30/2009 02:32 PM	APRV
2	Olga Garza	Olga Garza	07/30/2009 04:31 PM	APRV
3	Auditor's Office		07/31/2009 05:18 PM	NEW

Form Started By: Sandra Garcia — Started On: 07/30/2009 09:39 AM

Final Approval Date: 07/31/2009

REVISED NOVEMBER 2005

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

That the County of Hidalgo, Texas, acting by and through its Commissioners' Court, by virtue of motion and resolution introduced and adopted by said Commissioners' Court on the 4th day of Aug., 2009 does by these presents **GRANT, GIVE AND RELINQUISH TO**:
The North Alamo Water Supply Corporation hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain a **2"** inch **/water/** gas/ sewer/ irrigation line; said line to be constructed of **PVC** material along the following public road easement held by the Hidalgo County of Hidalgo, Texas upon the conditions, obligations, and requirements as hereinafter set forth, said public road upon which said **water/** gas/ sewer/ irrigation line is to be constructed, reconstructed, laid and maintained, **described as follows:**

1.Approximately 5/10 mile east of 1423 on Eldora Rd (middle of road) –Break Pavement -NAWSC repair water leak

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

1. The Permittee will install and shall maintain said pipeline so that the top of the line will always be at least at the minimum depth of forty (40) inches below the flow line of the ditches on either side of said roadway when the pipeline is to be constructed, the Permittee shall contact the Commissioner in the Precinct in which the construction project is located and obtain written instructions, signed by said Commissioner, concerning the location and depth of said line. In this connection, it is agreed and understood that the Permittee will not cut the surface in any manner said public road or any roadway, without first obtaining the written permission of the Commissioners' Court of Hidalgo County, Texas.

2. The Permittee will employ a competent person or firm to do such installation and complete it in accordance with the covenants and conditions herein set forth.

3. Permittee shall stake its line on the location approved by the Commissioner in whose precinct the work is to be done well in advance of beginning its work. Permittee shall contact Commissioner before commencing any work.

4. The Permittee will use all proper caution in performing the work to prevent injury to all persons and property and it will indemnify Hidalgo County against all damages that may be assessed against the County by reasons of the work here permitted and the maintenance of such pipeline.

5. Not withstanding any provision in this Agreement to the contrary, Permittee recognizes that the paramount purpose of the easement and dedication for the said public road is to provide for the establishment and operation of a roadway for the public. Recognizing this as the paramount purpose of the easement and dedication, Permittee agrees that Permitter has the unlimited and unrestricted right to establish, construct, reconstruct and maintain the said public road and to conduct all maintenance for the roadway and all related structures (including but not limited to the maintenance, construction and reconstruction of ditches, drainage pipes, bridges and paving surfaces) without incurring any liability, obligation or duty to Permittee.

6. In the event that the Commissioners' Court of Hidalgo County gives the Permittee permission to cut, burrow and bore beneath the said public road or roadway, the Permittee will replace the road in the same condition as it was, which will require a refill of the ditch caused by installation of the pipe, tamping, and a waiting period of approximately sixty (60) days to allow for proper settling and then a replacement of the surface, if required. The Permittee will notify the County Commissioner of the Precinct in which the construction project is located upon the completion of the refill above mentioned and the County Commissioner will make such inspections as he deems necessary at that time, at the expiration of said sixty (60) day period and after resurfacing has been made to determine if the work has been done properly. Permittee will comply with such requirements in replacing said road as the County Commissioner concerned may require.

7. In the event Hidalgo County, Texas, the State Department of Highways and Public Transportation or any other municipality then constructing, reconstructing, maintaining or any other municipality then constructing, reconstructing, maintaining and operating said public road should, in the orderly course of its construction, reconstruct and/or repairing and maintaining of said road, deem it advisable to relocate said pipeline or to have same removed from said right of way entirely, then the Permittee covenants and obligates itself to remove and relocate said pipeline or to remove same entirely from right of way at its own expense, such removal or relocation to be done at the will and pleasure of the County of Hidalgo, Texas, the State Highways and Public Transportation or any other municipality that may be constructing, maintaining and operating said public road, which convenants, obligations and agreements shall be binding on Permittee, its successors and assigns and should Permittee, upon being given fifteen (15) days written notice to remove or relocate said pipelines by and of the aforementioned agencies, then the agency constructing, reconstructing, maintaining and operating said public road may thereupon remove same and be absolved and any responsibility and liability resulting from damage to said pipeline or injuries to Permittee, its successors and assigns as a result of removing same. By the acceptance of this granting of permission to lay, construct and maintain said pipelines, Permittee fully assumes responsibility and obligates itself to perform in its entirely the convenants, obligations and requirements hereinbefore set out.

8. It is understood and agreed that in the event a leak should develop in said pipeline, and upon being notified by the County of Hidalgo, Texas, acting, through any of its authorized agents and representatives, the Permittee will immediately repair and/or replace the injured or damaged section of said pipeline without delay.

9. It is expressly understood and agreed that no representation is made that the County of Hidalgo, Texas is the owner in fee or holder of an easement over and across the public road right of way in question and under consideration, and Permittee shall fully satisfy itself of the right to enter upon said land for the purposes of laying, constructing and maintaining of said pipeline so far as the fee owner thereof is concerned. The County of Hidalgo, Texas shall be by Permittee hold blameless from any damages or injuries occasioned by the entry and acts of Permittee as a result of the construction, maintenance and operation of said pipeline, and Permittee assumes full responsibility and liability for any damages or injuries arising or occasioned therefrom. In the event that legal action is brought against the County of Hidalgo with regard to such entry and acts of Permittee, the Permittee agrees to defend such action at its own cost and agrees to pay all court costs and attorney's fees incident thereto.

10. Permittee, in consideration of the County of Hidalgo, Texas granting and permitting the installation, construction, laying and maintaining the aforedescribed pipeline over, along or across County's public road as hereinbefore before set forth, agrees to defray the expense of a supervisor designated by the Commissioner of the Precinct in which said roads are situated, which said supervisor, acting as the agent of the County, shall have the right, during the construction, laying installation or in maintenance thereof of

said pipeline, to assure the County that said work of constructing, laying or maintaining of said line, including the removal and replacement, is all done in accordance with the provisions of the permit, and failure of Permittee to so perform as provided therein shall constitute grounds, at the election of Permitter, to terminate this contract and agreement instantly.

11. This permit will expire approximately (1) year to the day it was approved through the County Commissioners Court of Hidalgo County, Texas.

WITNESS our hands this the _____ Day of _____, 2009.

_____
COUNTY JUDGE

_____
COMMISSIONER, PRECINCT NO. 1

_____
COMMISSIONER, PRECINCT NO. 2

_____
COMMISSIONER, PRECINCT NO. 3

_____
COMMISSIONER, PRECINCT NO. 4

Blanca G Garza of Permittee, North Alamo Water Supply Corporation
(Printed Name of Agent) (Company Name)

420 S Doolittle Rd Edinburg Tx 78542 (956)383-1618 fax (956)318-0909
(Address / Phone / Fax)

in the aforementioned permit, does hereby accept the granting of same upon the terms, conditions and agreements, covenants and obligations as set forth therein, and agrees that same shall be fully binding upon the Permittee, its successors and a

WITNESS my hand this the 28th Day of July, 2009.

BY: Blanca G. Garza
Signature

Clerk
Title

THE STATE OF TEXAS

COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, a Notary Public in and for Hidalgo County, Texas, on this day personally appeared JUAN D SALINAS 111,County Judge of Hidalgo County, Texas and SYLVIA HANDY, HECTOR PALACIOS, JOE M. FLORES and OSCAR L.GARZA Commissioners of Hidalgo County, Texas known to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2009.

_____
Notary Public, State of Texas

My Commission Expires:

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

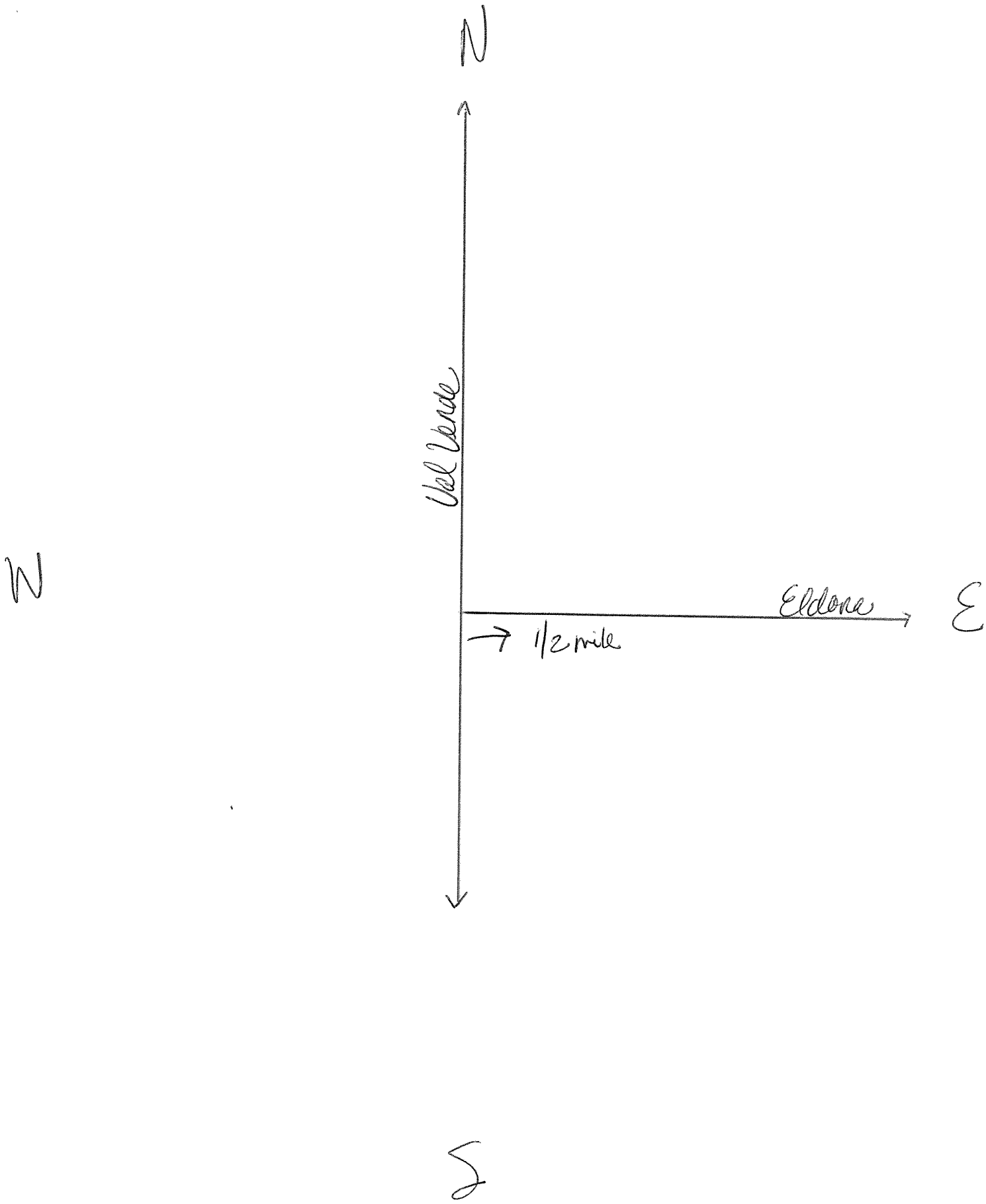
BEFORE ME, the undersigned authority, a Notary Public in and for Hidalgo County, Texas, on this day personally appeared Blanca G Garza, Agent of North Alamo Water Supply Corporation known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of this said North Alamo Water Supply Corporation a corporation, and that he executed the same as the act of such corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 28th day of July , 2009.

NOTARY PUBLIC STATE OF TEXAS
REBECCA A. REYES
Notary Public
STATE OF TEXAS
My Comm. Exp. 04-17-2010

Rebecca A Reyes
Notary Public, State of Texas

My Commission Expires:



Request to break road to repair a water leak.
Approx. NE 15/10 mile. E of Val Verde - middle of the road

AI-16760 **18.C.**

Earnest Money Contract - ECEA Inc

CC REGULAR

Date:	08/04/2009
Submitted By:	Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For:	Joe Pena
Department:	RIGHT OF WAY DEPT.
Agenda Category:	Right of Way

Information

CAPTION

Authorization for County Judge to execute Earnest Money Contract between the County of Hidalgo and ECEA, Inc. for the LJ Drainage Improvement Project with authority for County Auditor to review and complete processing procedures and for County Treasurer to issue check in the amount of $1,000.00 to Valley Land Title Company as Earnest Money Deposit and $100 option fee made payable to ECEA, Inc.

BACKGROUND

Item being funded with AI #16776

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1339-431-00-122-045-0-719

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

BUDGETARY IMPACT:

Available Balance of $14,723.48 as of 07/31/09 (available for the Earnest Money payement). Additional funding will be needed to fully fund the purchase price of $125,000.00.

Attachments

Link: Earnest Money Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/31/2009 08:39 AM	APRV
2	Olga Garza	Olga Garza	07/31/2009 02:39 PM	APRV
3	Dale Kennan	Dale Kennan	07/31/2009 03:57 PM	APRV
4	Auditor's Office		07/31/2009 05:18 PM	NEW

Form Started By: Sandra Garcia Started On: 07/30/2009 04:07 PM

Final Approval Date: 07/31/2009

EARNEST MONEY CONTRACT

Seller:	ECEA Inc.
Purchaser:	County of Hidalgo, Texas
Escrow Agent:	Valley Land and Title Company 217 W. Cano Edinburg, Texas 78539
Title Company:	Valley Land and Title Company 217 W. Cano Edinburg, Texas 78539

Seller agrees to sell to Purchaser, who agrees to purchase, the property described in this Contract upon the following terms and conditions.

ARTICLE I

THE PROPERTY

The property is that certain tract of real property, save and except all minerals, located in Hidalgo County, Texas, (the "Property"), and more particularly described on Exhibit "A", attached hereto, together with any rights and appurtenances pertaining to the Property, including any right, title and interest of Seller in and to adjacent streets, alleys and rights-of-way.

ARTICLE II

PURCHASE PRICE

2.1 The total purchase price ("Purchase Price") for the Property shall be the sum of One Hundred Twenty Five Thousand Dollars ($125,000.00), payable in cash at Closing.

2.2 On execution of this Contract, Purchaser shall deposit with the Escrow Agent the sum of $1,000.00 as Earnest Money to bind this sale. The Earnest Money shall be deposited by the Escrow Agent in an interest bearing account until the date of Closing, at which time it and the interest earned thereon shall be returned to Purchaser provided Purchaser is not default hereunder. In the event of Purchaser's default, the Earnest Money shall be disposed of as hereinafter provided.

2.3 Termination Option. For nominal consideration, the receipt of which is hereby acknowledged by Seller, and Purchaser’s agreement to pay Seller One Hundred Dollars ($100.00) (Option Fee) within 7 days after the effective date of this Contract, Seller grants Purchaser the unrestricted right to terminate this Contract by giving notice

of termination to Seller within Ninety (90) days after the Effective Date of this contract. If Buyer gives notice of termination within the time prescribed, the Option Fee will not be refunded; however, any earnest money will be refunded to Buyer. The Option will be credited to the Sales Price at closing. **Time is of the essence for this paragraph and strict compliance with the time for performance is required.**

ARTICLE III

REPRESENTATIONS AND WARRANTIES

3.1 Seller represents to Purchaser as follows, with respect to the Property:

A. Seller has full requisite power and authority to perform all of its obligations under this Contract.

B. There are no pending condemnation proceedings or special assessments of any nature affecting any part of the Property, and Seller has received no notice that any such proceedings or assessments are contemplated.

C. Seller has received no notice of any action, claim, suit, proceeding or investigation, pending or threatened against Seller affecting any portion of the Property.

D. There are no attachments, executions or assignments for the benefit of creditors, or voluntary or involuntary proceedings in bankruptcy pending, contemplated or threatened against Seller or the Property.

E. Seller has paid all Federal, State and local taxes and other governmental charges that have been assessed against Seller or the Property.

F. Seller has disclosed to Purchaser all known environmental conditions affecting the Property.

G. Seller will permit the Purchaser and its environmental consultants to enter upon the Property during normal business hours to conduct environmental study(s) and assessments to determine the environmental condition of the Property.

H. Seller will permit Purchaser and its environmental consultant(s) to have access to books and records of the Seller, if any, relating to the environmental condition of the Property.

I. There are no actions, suits, claims, assessments, or proceedings pending or, to the knowledge of Seller, threatened that could materially adversely affect the ownership, operation, or maintenance of the Property or Seller's ability to perform hereunder.

J. There are no leases or other agreements in effect relating to the surface estate of the real property described on Exhibit "A" attached hereto.

K. Seller shall immediately notify Purchaser of any material change in respect of the Property or any information heretofore or hereafter furnished to Purchaser in respect of the Property.

3.2 This Contract is contingent upon and subject to the conditions that, as of the date of Closing there shall not have been any material error, variance or misstatement in the representations or material breach in the warranties made by Seller in this Contract. If, prior to Closing, Purchaser discovers that one or more of the representations of Seller herein are materially untrue or inaccurate, or if any part or all of the Property fails to pass any inspection of any governmental entity, Purchaser shall have the option of (i) terminating this Contract and receiving the Earnest Money, or (ii) waiving all or a part of the conditions in writing and closing the sales transaction in accordance with the terms and provisions of this Contract.

3.3 Purchaser represents and warrants to Seller, which representations and warranties shall survive Closing, that Purchaser has the authority to purchase the Property, make the representations contained herein and to perform all terms and conditions required of Purchaser herein.

ARTICLE IV

TITLE

4.1 Within ten (10) days from the date of this Contract, Seller shall, at Seller's sole expense, cause to be furnished to Purchaser a current Commitment for Owner Policy of Title Insurance ("the Title Binder") issued by Title Company, describing the Property, naming Purchaser as the prospective insured and showing as the policy amount the total purchase price for the Property. The Title Binder shall commit the Title Company to issue an Owner Policy of Title Insurance guaranteeing Purchaser's title to the Property to be good and indefeasible.

4.2 At the same time that Seller causes the Title Binder to be furnished to Purchaser, Seller shall also cause to be delivered to Purchaser true copies of all recorded instruments referred to in the Title Binder as conditions or exceptions to title to the Property.

ARTICLE V

SURVEY

Within forty-five (45) days from the Effective Date, PURCHASER, at its sole cost

and expense, shall obtain and deliver one (1) copy to OWNER and one (1) copy to the Title Company of a current minimum standard detail requirements for land title surveys (the "Survey") prepared by a registered public surveyor licensed in the State of Texas and approved by PURCHASER showing the Property, together with a corresponding metes and bounds field-notes description of the Property in Exhibit “A”. The Survey and description shall be prepared in a form acceptable to PURCHASER and to permit the Title Company to delete the standard survey exception. The Survey shall include the plotting and permanent location of easements, rights-of-way, encroachments, improvements, fences, building set-back lines and other matters located on the ground. The Survey shall fix, locate, stake, and permanently monument all exterior boundary lines and corners of the Property. The surveyor shall additionally calculate and indicate on the Survey the square footage, expressed to five significant figures, and the square feet of land contained within the boundaries of the Property and the square feet within any easement, right-of-way, or encroachment, each expressed to five significant figures. The surveyor shall additionally calculate and indicate on the Survey the acreage and square feet of land within the boundaries of the Property, if any, that lie within the 100-year flood plan (as defined in 44 Code of Federal Regulations, '59.1), or flood hazard zone or fault zone (herein collectively referred to as "Hazard Zone"). The Survey shall contain a certification signed by the surveyor, in form acceptable to the Title Company and PURCHASER.

If the Survey shows any matters that are objectionable to PURCHASER, PURCHASER shall so notify OWNER within thirty (30) days from the date of PURCHASER'S receipt of the Survey. Upon the expiration of said (30) day period, PURCHASER shall be deemed to have accepted all matters disclosed on the Survey (except for any matters to which notice under the preceding sentence has been given to OWNER) and such matters may be shown as Permitted Exceptions on the owner policy of title insurance required of Owner under this Option. OWNER shall, within fifteen (15) days of receipt of said notice of objections, have the option, in its sole discretion, of either (i) terminating this Option Contract, in which event all Option Payments received by Owner hereunder shall be returned to PURCHASER and neither party shall have any further obligations to the other or (ii) clearing the objections so specified.

5.1 Purchaser shall have a period of twenty (20) business days following the date of receipt by Purchaser of the Survey described in Article 5 hereof to give Seller written notice of any title exceptions it deems objectionable. If Purchaser gives such notice to Seller, Seller shall use Seller's best efforts to cure such objections, but shall not be obligated to institute litigation for such purpose. If Purchaser gives notice of title objections and Seller does not cure the objections within fifteen (15) days following receipt of the notice from Purchaser, then Purchaser may either:

(a) terminate this Contract by giving written notice thereof to Seller and receive back the Earnest Money; or

(b) waive the objections and purchase the Property subject to the objections which shall be deemed to be Permitted Encumbrances.

5.2 All title exceptions not objected to or objected to and later waived shall be deemed to be Permitted Encumbrances.

ARTICLE VI

FEASIBILITY STUDY

So long as this Contract is in effect and Purchaser is not in default hereunder, Purchaser shall have ninety (90) days for Purchaser or its representatives to enter upon the Property for the purpose of inspecting the Property and any improvements thereon and conducting engineering studies (e.g., platting, utility cost and availability, sewer, drainage and road and street improvements), improvements inspections architectural drawings regarding placement of improvements on the Property, environmental studies, of the Property and any improvements thereon soil and subsoil tests, including the drilling of test holes and examining permits, legal requirements for operation of the Property, reviewing reasonable restrictions on the Property by Seller in order to determine the suitability of the Property for Purchaser's use, and such other tests or studies that Purchaser deems advisable. If any such test, study, information or architectural drawing, in Purchaser's sole opinion, shall reveal that the Property is unsuitable or undesirable for Purchaser's use, then Purchaser may terminate this Contract without further liability, in which event Purchaser shall receive back the Earnest Money. However, Purchaser shall not permit any liens to attach to the Property by reason of the exercise of this right of inspection or study, nor shall Purchaser interfere with the rights of any party then in possession of the Property. All entry on the land prior to closing shall be at Purchaser's risk.

ARTICLE VII

CLOSING

7.1 Closing shall be held within thirty (30) days following the date of the expiration of the Feasibility Study described in Article V hereof at the office of Valley Land and Title Co., Edinburg, Texas at the time as may be agreed upon by the parties.

7.2 At the Closing Seller shall deliver to Purchaser the following:

A. A General Warranty Deed duly executed and in recordable form conveying fee simple title to the Property to Purchaser free and clear of all liens and encumbrances, except Permitted Encumbrances as defined in Section 5.2, above.

B. An Owner's Policy of Title Insurance issued by the Title Company in the amount of the purchase price insuring good and indefeasible title to the Property in Purchaser. The Policy shall be in the form prescribed by the State Board of

Insurance of Texas and shall contain only those exceptions which constitute Permitted Encumbrances. The standard survey exception shall be deleted except as to shortages in area.

C. Tax Certificates from all taxing authorities showing no delinquent taxes against the Property.

D. Possession of the Property.

7.3 At the Closing, Purchaser shall deliver to Seller a certified or cashier's check for the amount of the Purchase Price.

ARTICLE VIII

ADJUSTMENTS AND EXPENSES

8.1 Real estate taxes for the year of Closing are to be adjusted and prorated as of the date of Closing. In the event that actual tax figures for the year of Closing are not available at Closing, an estimated proration of taxes shall be made on the basis of the tax rate for the preceding year applied to the latest assessed valuation. Purchaser shall pay any and all rollback taxes resulting from a change of use by Purchaser following date of Closing. If Seller's change in use of the Property prior to closing or denial of a special use valuation on the Property claimed by Seller results in assessments for periods prior to closing, the assessments will be the obligation of Seller. Obligations imposed by this paragraph will survive closing.

8.2 Purchaser shall pay costs of recording instruments presented by the Seller, the survey and its own attorney's fees. The cost of the Owner Policy of Title Insurance, tax certificates, and all other expenses of Closing shall be paid by Seller.

ARTICLE IX

DEFAULT

If Purchaser fails to comply with the obligations as set out in this Agreement, Seller may terminate this Contract and receive the Earnest Money as liquidated damages. If Seller fails to comply herewith for any reason, Purchaser may terminate this Contract and receive the Earnest Money as Purchaser's sole remedy, thereby releasing Seller from this Contract or enforce specific performance.

ARTICLE X

ATTORNEY'S FEES

Any signatory to this Contract who is the prevailing party in any legal proceeding

against any other signatory brought under or with relation to this Contract or transaction, shall be additionally entitled to recover Court costs and reasonable attorneys' fees from the non-prevailing party.

ARTICLE XI

CONDEMNATION AND CASUALTY LOSS

11.1 If prior to the Closing all or any substantial portion of the Property is condemned, either party shall have the right to terminate this Contract upon giving written notice to the other party within ten (10) days of the date Seller notifies Purchaser in writing of such condemnation. In the event of such termination, Purchaser shall be entitled to the return of the Earnest Money. If neither party elects to terminate this Contract, then the Closing shall take place, as herein provided, without abatement of the purchase price and Seller shall assign to Purchaser at the Closing, all interest of Seller in any condemnation awards which may be payable to Seller as a result of the condemnation. If less than a substantial portion of the Property is condemned, neither party may terminate this Contract but all interest of Seller in any condemnation proceeds shall be assigned by Seller to Purchaser at the Closing.

11.2 A substantial portion is defined to be either five percent (5%) or more in value of the Property.

11.3 Casualty Loss. If any part of the Property is damaged or destroyed by fire or other casualty after the effective date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.

ARTICLE XII

LIENS AND TAXES

12.1 The existence of any other liens or encumbrances which secure an obligation to pay money shall not be objections to title provided that properly executed instruments in recordable form necessary to satisfy the same are delivered to Purchaser at the Closing, together with recording or filing fees, and such liens or encumbrances may be paid out of the cash consideration, if any, paid by Purchaser at the Closing. Purchaser, if request is made within a reasonable time prior to the date of Closing, agrees to provide at the Closing separate certified checks, as requested,

aggregating the balance of the purchase price, to facilitate the satisfaction of any such liens or encumbrances.

12.2 Unpaid franchise tax of any corporation in the chain of title or unpaid federal or state inheritance tax which is a lien against the Property shall be no objection to title, provided Seller at Closing agrees to provide at the Closing separate certified checks, as requested, aggregating the balance of the purchase price, to facilitate the satisfaction of any such liens or encumbrances.

ARTICLE XIII

ASSIGNMENT

13.1 This Contract may not be assigned by Purchaser without Seller's prior written consent.

ARTICLE XIV

SURVIVAL

14.1 Any representations, warranties or covenants of the parties, as well as any rights and benefits of the parties, shall survive the Closing and not be merged therein.

ARTICLE XV

MISCELLANEOUS

15.1 Time shall be of the essence of this Contract.

15.2 This Contract and all of the terms, provisions and covenants contained herein shall apply to, be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns.

15.3 The captions used in connection with the paragraphs in this Contract are for convenience only and are not intended in any way to amplify or limit the meaning of the language contained in this Contract, or be used in interpreting the meanings and provisions of this Contract.

15.4 This Contract shall be construed and interpreted under the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

15.5 In case any one or more of the provisions contained in this Contract 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 provisions hereof and

this Contract shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

15.6 All notices, demands or requests required or permitted under this Contract shall be in writing, and shall be deemed to have been properly given, whether or not actually received, when the same have been deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the appropriate party at the address given for such party at the beginning of this Contract.

15.7 This Contract contains the entire agreement between the parties and supersedes all prior agreements and understandings between the parties concerning the Property, and it shall not be amended, modified, supplemented or changed in any way except by written agreement of the parties.

15.8 Seller agrees to indemnify and hold harmless Purchaser from any and all costs, expenses or damages resulting from any claims for brokerage fees or other similar form of compensation made by any real estate broker or other person or entity because of the sale of the Property.

15.9 Should either party be in default under any of the terms of this Contract, the non-defaulting party shall so notify the defaulting party in writing and the defaulting party shall have a period of twenty (20) days from the receipt of such notice to cure the default.

15.10 In addition to the acts recited in this Contract to be performed by Seller and Purchaser, the parties hereto agree to perform or cause to be performed at the Closing or after the Closing, any and all such further acts as may be reasonably necessary to consummate transactions contemplated hereby.

15.11 In the event that this Contract or any provision hereof is construed or determined to be ambiguous by any Court of Law, then in that event the parties agree that each through its attorney has contributed to the preparation of this Contract and have jointly written or composed the clauses herein contained; and neither party hereto should be given any advantage over the other under the laws of construction of instruments based upon the authorship hereof.

15.12 The Earnest Money is deposited with Escrow Agent with the understanding that Escrow Agent (i) does not assume or have any liability for performance or nonperformance of any party; (ii) has the right to require the receipt, release and authorization in writing of all parties before paying the Earnest Money to any party; and (iii) is not liable for interest or other charge on the funds held. If any party unreasonably fails to agree in writing to an appropriate release of Earnest Money, then such party shall be liable to the other parties as provided in Article X. At Closing, Earnest Money plus interest accrued thereon shall be applied to any cash down payment required, next to Purchaser's closing costs and any excess refunded to

Purchaser.

15.13 If Seller is not a foreign person, as defined in the Federal Foreign Investment in Real Property Tax Act of 1980 and the 1984 Tax Reform Act, as amended (the Federal Tax Law), then at the Closing, Seller will deliver to Purchaser a certificate so stating, in a form complying with the Federal Tax law. If Seller is a foreign person or if Seller fails to deliver the required certificate at the Closing, then in either such event the funding to Seller, at the Closing, will be adjusted to the extent required to comply with the withholding provisions of the Federal Tax law; and although the amount withheld will still be paid at the Closing by Purchaser, it will be retained by the Title Company as Escrow Agent (the reasonable fees of which shall be paid by Seller at the Closing) for delivery to the Internal Revenue Service together with the appropriate Federal Tax law forwarding forms, and with copies being provided both to Seller and to Purchaser.

15.14 If Seller has not executed and delivered this Earnest Money Contract to Buyer on or before _____, 2009 Buyer's offer to purchase the Property shall automatically terminate and this Earnest Money Contract shall be of no further force and effect.

The date of this Contract is the _____ day of _____, 2009 (the "Effective Date").

SELLER:

ECEA, Inc.

By:_____
Elias Wolosky

Its:____President_____

PURCHASER:

_____
By: Juan de Dios (J. D.) Salinas, III
Hidalgo County Judge

ATTEST:

_____
Arturo Guarjardo, Hidalgo County Clerk

Receipt of a fully executed Contract and $1,000.00 earnest money in the form of a check are hereby acknowledged this ____ day of _____, 2009 at _____, _____.M.

ESCROW AGENT:

VALLEY LAND AND TITLE CO.

By:_____

Seller and Purchaser designate the following named attorneys to represent their respective interest herein:

SELLER'S ATTORNEY:

BUYER'S ATTORNEY:

Atlas & Hall, L.L.P.
Attn: Stephen L. Crain
818 Pecan
McAllen, Texas 78501
(956) 682-5501 Telephone
(956) 686-6109 Facsimile

EXHIBIT “A”

The West ½ of the East ½ of Lot 8, Block 50, Alamo Land & Sugar Company Subdivision, Hidalgo County, Texas according to the map thereof recorded in Volume 1, Page 24, Map Records, Hidalgo County, Texas. (Containing Approximately 9.55 acres)

AI-16717 **19.A.**

Memorandum of Understanding for Passport Fair

CC REGULAR

Date:	08/04/2009
Submitted By:	Ricardo Contreras, DISTRICT CLERK
Submitted For:	Laura Hinojosa
Department:	DISTRICT CLERK
Agenda Category:	District Clerk

Information

CAPTION

Discussion, consideration, and action on Memorandum of Understanding between Hidalgo County and the Weslaco Chamber of Commerce regarding a District Clerk Passport Fair.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary impact to County. Weslaco Chamber of Commerce agrees to allow the County to use premises for passport services as a public service. No fees will be charged by Weslaco Chamber of Commerce for us of it's premises.

Attachments

Link: Weslaco Chamber MOU

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/29/2009 02:20 PM	APRV
2	Sylvia Solis	Sylvia Solis	07/29/2009 03:49 PM	APRV
3	Auditor's Office		07/31/2009 05:18 PM	NEW

Form Started By: Ricardo Contreras — Started On: 07/29/2009 01:42 PM

Final Approval Date: 07/31/2009

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

AGREEMENT BETWEEN THE COUNTY OF HIDALGO AND WESLACO CHAMBER OF COMMERCE

This Agreement is made by and between the COUNTY OF HIDALGO, on behalf of the Hidalgo County District Clerk, hereinafter collectively referred to as "County," and WESLACO CHAMBER OF COMMERCE, hereafter referred to as "Weslaco Chamber".

WHEREAS, County, by and through the Hidalgo County District Clerk, is desirous of providing the citizens of Hidalgo County with services in aid of acquiring United States Passports;

WHEREAS, public convenience will be enhanced by using the property owned by Weslaco Chamber which is located at 301 W. Railroad St., Weslaco, Hidalgo County Texas, hereafter referred to as Premises;

WHEREAS, Weslaco Chamber, as a public service, is willing to make space available at the above referenced Premises for use by the County to provide the services above referenced;

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

1. Weslaco Chamber grants to the County the use of part of the Premises above referenced on August 15, 2009, in which the County will provide Passport Services to the public.

2. Weslaco Chamber will be responsible for setting up of chairs and tables at the Premises, as requested by County, and will provide an adequate public address system for use by County in the Premises.

3. County shall use its own personnel and will be in charge of all aspects of the operations with regards to the issuance of passport applications. The County shall assume full liability for the safekeeping of all passport applications, supplies and County owned equipment.

4. Weslaco Chamber shall not allow any of its officers, agents, or employees to participate in any manner in the handling or issuance of passport applications.

5. County shall collect the fees prescribed by Hidalgo County District Clerk for each application issued. Fees collected for the issuance of applications by the County shall not be commingled with any other funds in the possession of Weslaco Chamber.

6. Any changes in the ownership of Weslaco Chamber must be immediately reported in writing to the Hidalgo County District Clerk's Office. Any such changes will automatically nullify this Agreement and a new agreement must be executed by the new owner if the new owner desires to continue.

7. Weslaco Chamber will verify Proof of Texas Liability Insurance, when applicable, before the County can provide passport services.

8. County agrees to list the Premises as a facility of the County on its liability insurance policies, or include it in any self- insurance plan, as applicable. County, upon request of Weslaco Chamber, will provide Weslaco Chamber with proof of such insurance.

9. The term of this Agreement shall commence upon execution by the parties hereto, and may be voluntarily terminated by either party upon thirty (30) days written notice to the party.

10. Breach of any obligation to be performed by Weslaco Chamber shall constitute a breach of the entire agreement and shall give the County the right to immediately terminate this agreement. The parties hereto agree that any breach by Weslaco Chamber shall be considered a substantial breach, and Weslaco Chamber shall be notified by County of such breach by certified mail, return receipt requested.

11. Any notices given under the agreement shall be sufficient if in writing and mailed either by Registered or Certified Mail return receipt requested, postage prepaid, to the parties as follows:

County: Laura Hinojosa
Hidalgo County District Clerk
100 N. Closner Edinburg, Texas 78539

Company: Martha Noell
President/CEO
Weslaco Chamber of Commerce
301 W. Railroad St., Weslaco, Texas 78596

12. This agreement constitutes the entire agreement of the parties and all prior agreements, written or oral, are hereby superseded. This Agreement shall not be amended or modified, except in writing signed by the Hidalgo County District Clerk. No official, agent, or employee of the County has the authority, expressed or implied, to orally amend or modify this Agreement. This Agreement may not be assigned by Weslaco Chamber.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL THIS _____ DAY OF _____ 2009.

COUNTY OF HIDALGO, TEXAS

By: _____
Juan D. Salinas III, County Judge

WESLACO CHAMBER OF COMMERCE

By: _____

_____
Name

_____
Title

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

APPROVED AS TO FORM:

_____
Antonio Mendoza
Assistant Criminal District Attorney

AI-16765 **20.A.**

Imposition of Optional Fees - Vehicle Registration

CC REGULAR

Date: 08/04/2009
Submitted By: Sergio Cruz, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Category: Budget and Management

Information

CAPTION

Consideration and approval of an Order imposing vehicle registration fees for 2010 in accordance with Transportation Code Section 502.172, Section 502.1725 and Section 502.173.

BACKGROUND

Current 2009 Fees: County Road & Bridge Fee $10.00 and Optional Mobility Fee $10.00

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary impact.

Attachments

Link: Imposition of Optional Fees

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/31/2009 10:59 AM	APRV
2	Rosalinda Cantu	Rosie Cantu	07/31/2009 11:03 AM	APRV
3	Auditor's Office		07/31/2009 05:18 PM	NEW

Form Started By: Sergio Cruz — Started On: 07/31/2009 10:06 AM

Final Approval Date: 07/31/2009

Texas Department of Transportation
VEHICLE TITLES AND REGISTRATION DIVISION • AUSTIN, TEXAS 78779-0001 • (512) 465-7611

July 3, 2009

The Honorable County Judge

Re: Imposition of Optional Fees

Dear Honorable Judge:

The Commissioner's Court is statutorily required to notify the department when revising the collection of optional county fees. Please review the attached 2009 Schedule of County Road and Bridge Fees and Child Safety Fees by County.

If you plan to retain these same fees for calendar year 2010, please complete and return OPTION A of the attached "**Imposition of Optional Fees**" form, or simply send a "**No Change**" electronic reply to AskVTR@dot.state.tx.us .

If you plan to revise any of the optional fees for 2010, please complete and return OPTION B and a copy of the Commissioner's Court Order.

Project Background:

Counties have the statutory authority under Chapter 502 of the Transportation Code to impose optional local fees in addition to the registration fee. Vehicles registered with certain plates not requiring a registration fee are exempt from these optional fees. The following is a brief description of these local fees:

- **County Road and Bridge Fee** (Section 502.172):
  - optional additional fee not to exceed $10,
  - collected when registering a vehicle in the county
  - used for the upkeep of county roads and bridges
- **Child Safety Fee** (Section 502.173):
  - optional additional fee of not less than 50 cents or more than $1.50
  - collected when registering a vehicle in the county
  - used to provide school crossing guard services
  - remaining money used for programs to enhance child safety, health, or nutrition including child abuse intervention and prevention and drug and alcohol abuse prevention

- **Transportation Project (Mobility) Fee** (Section 502.1725) – (**Cameron and Hidalgo Counties only**):
  - optional additional fee, not to exceed $10
  - collected when registering a vehicle in the county
  - used to fund long-term transportation projects in the county.

Deadline:

Please return the attached "Imposition of Optional Fees" form by **August 15, 2009, or simply e-mail us at** AskVTR@dot.state.tx.us if you have no changes to your local fees.

If you have any questions regarding the imposition of optional fees, please contact our Correspondence Services Branch at (512) 465-7626 for assistance. Thank you for your timely response.

Sincerely,

Rebecca Davio, Ph.D., Director
Vehicle Titles and Registration Division

cc: Amadeo Saenz, Jr., P.E., Executive Director, TxDOT
Denise Pittard, Government and Public Affairs Division, TxDOT
County Tax Assessor-Collector
VTR Administration

INSTRUCTIONS: As soon as possible but no later than August 15, 2009, please complete and return this form via e-mail to AskVTR@dot.state.tx.us or fax your response to (512) 465-3034. If you have completed **Option B**, be sure to attach a copy of the required Commissioners Court Order.

All county Commissioners Courts are statutorily required to notify the department each year **when revising** the collection of optional fees (Texas Transportation Code, Sections 502.172, 502.1725, and 502.173).

Your County Name: _____
(be sure to include the name of your county on the line above)

If you are **not changing** your optional fees, please check the box next to **OPTION A** below and return this form.

☐ **OPTION A - RETAIN THE SAME FEE AS 2009**

NOTE: A copy of the Commissioners Court Order is NOT required for this option.

OR...

If you are **changing** your optional fees, please check the box next to **OPTION B** below and complete items 1 through 5 with the Commissioners Court approved changes.

☐ **OPTION B - REVISE THE FEES FOR 2010** (Complete the applicable items below)

NOTE: **A copy of the Commissioners Court Order IS required** for optional fee changes.

The Commissioners Court has approved the following optional fee changes for calendar year 2010 (January 1 through December 31, 2010):

1. Impose a new County Road and Bridge Fee of $_____ (not to exceed $10)
2. Impose a new Child Safety Fund Fee of $_____ (not to exceed $1.50)
3. Discontinue the County Road and Bridge Fee of $_____
4. Discontinue the Child Safety Fund Fee of $_____
5. Impose TOTAL 2010 fees of $_____

If you wish to be contacted electronically for future mailings, or provide an alternate e-mail address, please provide it here:

Thank you.

2009 Schedule of County Road and Bridge Fees and Child Safety Fund Fee by County

County	R&B	CSF
ANDERSON	$10.00	
ANDREWS	$5.00	
ANGELINA	$10.00	
ARANSAS	$10.00	
ARCHER	$10.00	
ARMSTRONG	$10.00	
ATASCOSA	$10.00	
AUSTIN	$10.00	
BAILEY	$10.00	
BANDERA	$10.00	
BASTROP	$10.00	
BAYLOR	$10.00	
BEE	$10.00	
BELL	$10.00	$1.50
BEXAR	$10.00	$1.50
BLANCO	$10.00	$1.50
BORDEN	$0.00	
BOSQUE	$10.00	
BOWIE	$10.00	
BRAZORIA	$10.00	
BRAZOS	$10.00	$1.50
BREWSTER	$10.00	
BRISCOE	$10.00	
BROOKS	$10.00	
BROWN	$10.00	
BURLESON	$10.00	
BURNET	$10.00	
CALDWELL	$10.00	
CALHOUN	$8.00	
CALLAHAN	$10.00	
CAMERON	$10.00	
CAMP	$10.00	$0.50
CARSON	$10.00	
CASS	$10.00	
CASTRO	$10.00	
CHAMBERS	$10.00	
CHEROKEE	$10.00	
CHILDRESS	$10.00	
CLAY	$10.00	
COCHRAN	$10.00	
COKE	$10.00	
COLEMAN	$10.00	
COLLIN	$10.00	$1.50
COLLINGSWORTH	$10.00	
COLORADO	$10.00	
COMAL	$10.00	$1.50
COMANCHE	$10.00	
CONCHO	$10.00	
COOKE	$10.00	
CORYELL	$10.00	
COTTLE	$10.00	
CRANE	$0.00	
CROCKETT	$5.00	
CROSBY	$10.00	
CULBERSON	$10.00	
DALLAM	$10.00	
DALLAS	$10.00	
DAWSON	$10.00	
DEAF SMITH	$10.00	
DELTA	$10.00	
DENTON	$10.00	$1.50
DEWITT	$10.00	
DICKENS	$10.00	

County	R&B	CSF
DIMMIT	$10.00	$1.50
DONLEY	$10.00	
DUVAL	$10.00	
EASTLAND	$10.00	
ECTOR	$10.00	
EDWARDS	$10.00	
ELLIS	$10.00	
EL PASO	$10.00	
ERATH	$10.00	
FALLS	$10.00	
FANNIN	$10.00	
FAYETTE	$10.00	
FISHER	$10.00	
FLOYD	$10.00	
FOARD	$10.00	
FORT BEND	$10.00	$1.50
FRANKLIN	$10.00	
FREESTONE	$10.00	
FRIO	$10.00	$1.50
GAINES	$0.00	
GALVESTON	$10.00	
GARZA	$7.50	
GILLESPIE	$10.00	$1.50
GLASSCOCK	$0.00	
GOLIAD	$10.00	
GONZALES	$10.00	
GRAY	$10.00	
GRAYSON	$10.00	
GREGG	$10.00	
GRIMES	$10.00	
GUADALUPE	$10.00	
HALE	$10.00	
HALL	$10.00	
HAMILTON	$10.00	
HANSFORD	$10.00	
HARDEMAN	$10.00	
HARDIN	$10.00	
HARRIS	$10.00	$1.50
HARRISON	$10.00	
HARTLEY	$10.00	
HASKELL	$10.00	
HAYS	$10.00	
HEMPHILL	$5.00	
HENDERSON	$10.00	
HIDALGO	$10.00	
HILL	$10.00	
HOCKLEY	$10.00	
HOOD	$10.00	
HOPKINS	$10.00	
HOUSTON	$10.00	
HOWARD	$10.00	
HUDSPETH	$10.00	
HUNT	$10.00	
HUTCHINSON	$10.00	
IRION	$10.00	
JACK	$10.00	
JACKSON	$10.00	
JASPER	$10.00	
JEFF DAVIS	$10.00	$1.50
JEFFERSON	$10.00	
JIM HOGG	$10.00	$1.50
JIM WELLS	$10.00	$1.50
JOHNSON	$10.00	
JONES	$10.00	

County	R&B	CSF
KARNES	$10.00	
KAUFMAN	$10.00	$1.50
KENDALL	$10.00	$1.00
KENEDY	$0.00	
KENT	$0.00	
KERR	$10.00	
KIMBLE	$10.00	
KING		
KINNEY	$10.00	
KLEBERG	$10.00	
KNOX	$10.00	
LAMAR	$10.00	
LAMB	$10.00	
LAMPASAS	$10.00	$1.50
LA SALLE	$10.00	
LAVACA	$10.00	
LEE	$10.00	
LEON	$10.00	
LIBERTY	$10.00	
LIMESTONE	$10.00	
LIPSCOMB	$10.00	
LIVE OAK	$10.00	
LLANO	$10.00	$0.75
LOVING	$0.00	
LUBBOCK	$10.00	
LYNN	$10.00	
MADISON	$10.00	
MARION	$10.00	
MARTIN	$10.00	
MASON	$10.00	
MATAGORDA	$10.00	
MAVERICK	$10.00	$1.50
MCCULLOCH	$10.00	$1.50
MCLENNAN	$10.00	
MCMULLEN	$0.00	
MEDINA	$10.00	
MENARD	$10.00	
MIDLAND	$10.00	
MILAM	$10.00	
MILLS	$10.00	
MITCHELL	$10.00	
MONTAGUE	$10.00	
MONTGOMERY	$10.00	
MOORE	$10.00	
MORRIS	$10.00	
MOTLEY	$10.00	
NACOGDOCHES	$10.00	
NAVARRO	$10.00	
NEWTON	$10.00	
NOLAN	$10.00	
NUECES	$10.00	
OCHILTREE	$10.00	
OLDHAM	$10.00	
ORANGE	$10.00	
PALO PINTO	$10.00	
PANOLA	$0.00	
PARKER	$10.00	
PARMER	$10.00	
PECOS	$10.00	
POLK	$10.00	$1.50
POTTER	$10.00	
PRESIDIO	$10.00	
RAINS	$10.00	$1.50
RANDALL	$10.00	

County	R&B	CSF
REAGAN	$10.00	
REAL	$10.00	
RED RIVER	$10.00	
REEVES	$7.50	
REFUGIO	$10.00	
ROBERTS	$5.00	
ROBERTSON	$10.00	$1.50
ROCKWALL	$10.00	
RUNNELS	$10.00	
RUSK	$10.00	
SABINE	$10.00	
SAN AUGUSTINE	$10.00	$1.50
SAN JACINTO	$10.00	$1.50
SAN PATRICIO	$10.00	$1.50
SAN SABA	$10.00	
SCHLEICHER	$10.00	
SCURRY	$10.00	
SHACKELFORD	$10.00	
SHELBY	$10.00	
SHERMAN	$10.00	
SMITH	$10.00	$1.50
SOMERVELL	$5.00	
STARR	$10.00	
STEPHENS	$10.00	
STERLING	$0.00	
STONEWALL	$10.00	
SUTTON	$10.00	
SWISHER	$10.00	
TARRANT	$10.00	
TAYLOR	$10.00	
TERRELL	$5.00	
TERRY	$10.00	
THROCKMORTON	$10.00	
TITUS	$10.00	
TOM GREEN	$10.00	$1.50
TRAVIS	$10.00	$1.50
TRINITY	$10.00	$1.50
TYLER	$10.00	$1.00
UPSHUR	$10.00	
UPTON	$5.00	
UVALDE	$10.00	
VAL VERDE	$10.00	
VAN ZANDT	$10.00	
VICTORIA	$10.00	
WALKER	$10.00	
WALLER	$10.00	
WARD	$0.00	
WASHINGTON	$10.00	
WEBB	$10.00	
WHARTON	$10.00	
WHEELER	$5.00	
WICHITA	$10.00	
WILBARGER	$10.00	
WILLACY	$10.00	
WILLIAMSON	$10.00	$1.50
WILSON	$10.00	
WINKLER	$7.50	
WISE	$10.00	
WOOD	$10.00	
YOAKUM	$10.00	
YOUNG	$10.00	
ZAPATA	$5.00	$1.50
ZAVALA	$10.00	$1.50

NOTE: Cameron and Hidalgo Countyies impose and additional $10 Transportation Project Mobility Fee.

AI-16740 **20.B.1.**

Interdepartmental Transfer- Supplemental Pay Allowance
CC REGULAR

Date:	08/04/2009
Submitted By:	Rosie Cantu, BUDGET & MANAGEMENT
Submitted For:	Constable Precinct No. 4
Department:	BUDGET & MANAGEMENT

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

Information

CAPTION

Constable Pct. # 4 (1100):
Approval of 2009 interdepartmental transfer from County Wide Administration (1100) to Constable Pct. No. 4(1100) in the amount of $2,465.00 to fund supplemental pay allowance expenditures.

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:

9-1100-415-00-115-002-0-899 --> 9-1100-421-00-294-001-0-117	$2,100.00
9-1100-415-00-115-002-0-899 --> 9-1100-421-00-294-001-0-220	$160.88
9-1100-415-00-115-002-0-899 --> 9-1100-421-00-294-001-0-230	$189.42
9-1100-415-00-115-002-0-899 --> 9-1100-421-00-294-001-0-250	$10.50
9-1100-415-00-115-002-0-899 --> 9-1100-421-00-294-001-0-260	$4.20

Available balance as of 07/29/2009. rc

Attachments

Link: Inter Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/30/2009 08:24 AM	APRV
2	Erika Zamora	Erika Zamora	07/30/2009 10:55 AM	APRV
3	Auditor's Office		07/31/2009 05:18 PM	NEW

Form Started By: Rosie Cantu Started On: 07/29/2009 04:44 PM

Final Approval Date: 07/31/2009

DATE: July 29, 2009

2009
Transfer

DEPARTMENT HEAD: Raul Silguero, Jr., Budget Officer

DEPARTMENT NAME: Department of Budget & Management for Const. Pct. No. 4

ACCOUNT NUMBER: 9-1100-4XX-00-XXX-00X-0-117

Contact: Rosie Cantu **Ph#:** 292-7025 Ext. 5408

SUBJECT: **Interdepartmental 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 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	(2,465.00)
9-1100-421-00-294-001-0-117	CONSTABLE PCT.4-SUPPLEMENTAL PAY	$ 2,100.00
9-1100-421-00-294-001-0-220	CONSTABLE PCT.4-FICA	$160.88
9-1100-421-00-294-001-0-230	CONSTABLE PCT.4-RETIREMENT	$189.42
9-1100-421-00-294-001-0-250	CONSTABLE PCT.4-UNEMPLOYMENT COMP	$10.50
9-1100-421-00-294-001-0-260	CONSTABLE PCT.4-WORKERS COMP	$4.20
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:

Transfer from Co Wide Contingency to cover supplemental pay allowance expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-16738 **20.B.2.**

BCAP Inter-LIT Indirect Cost Pct. No.2

CC REGULAR

Date:	08/04/2009
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 BCAP (1311):
Approval of 2009 interdepartmental transfer for the Pct. 2 BCAP from Primavera I, and Roadrunner #2, program no's 568 and 620, respectively, to various programs in the total amount of $5,117.65 to fund indirect costs.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 9 **ACCT. #:** 9-1311-431-00-122-XXX-X-XXX

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

BUDGETARY IMPACT:

9-1311-431-00-122-568-0-339 available balance $ 91.39
9-1311-431-00-122-568-0-733 available balance $1,353.57
9-1311-431-00-122-620-0-731 available balance $3,672.69

as of 07/31/09.

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/29/2009 04:51 PM	APRV
2	Roland Garcia	Rolando Garcia	07/31/2009 08:22 AM	APRV
3	Auditor's Office		07/31/2009 05:18 PM	NEW

Form Started By: Marcie Jackson Started On: 07/29/2009 04:09 PM

Final Approval Date: 07/31/2009

DATE: July 29, 2009

2009
Transfer

DEPARTMENT HEAD: Agapito Vargas

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

ACCOUNT NUMBER: 9-1311-431-00-122-XXX-X-XXX AI-16738 8/04/09

Contact: Marcie Jackson **Ph#:** 787-1891 Ext. 2010

SUBJECT: **Interdepartmental 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 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
9-1311-431-00-122-568-0-339	PCT 2-PRIMAVER I-OTHER PROF SRV	$ (91.39)
9-1311-431-00-122-568-0-733	PCT 2-PRIMAVER I-DRAINAGE DITCHES	$ (1,353.57)
9-1311-431-00-122-620-0-731	PCT 2-ROADRUNNER #2-ROADS	$ (3,672.69)
9-1311-431-00-122-252-0-312	PCT 2-ELDORA GARDENS-INDIRECT COST	$ 731.09
9-1311-431-00-122-740-0-312	PCT 2-TINY ACRES-INDIRECT COST	$ 731.09
9-1311-431-00-122-240-1-312	PCT 2-EL CHARRO #2-INDIRECT COST	$ 731.09
9-1311-431-00-122-484-1-312	PCT 2-MORNING SUN-INDIRECT COST	$ 731.09
9-1311-431-00-122-580-1-312	PCT 2-RSW UNIT #1-INDIRECT COST	$ 731.09
9-1311-431-00-122-605-1-312	PCT 2-RED BARN-INDIRECT COST	$ 731.10
9-1311-431-00-122-767-1-312	PCT 2-VAL BAR ESTATES-INDIRECT COST	$ 731.10
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:
Transfer is to fund salary of BCAP Precinct 2 Coordinator.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-16728 **20.B.3.**

Interdept transfer from Contingency to Sheriff Dept. - Ford Expedition

CC REGULAR

Date:	08/04/2009
Submitted By:	Manuel Chapa, BUDGET & MANAGEMENT
Submitted For:	Sergio Cruz
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management
Purchasing only:	Interdepartmental Transfers

Information

CAPTION

Sheriff's Department (1100):
Approval of 2009 interdepartmental transfer from Countywide Contingency to Sheriff Dept. in the amount of $24,138.00 to fund the replacement of a Ford Expedition.

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:

Funding available as of 07/29/2009
9-1100-415-00-115-002-0-899-->9-1100-421-00-280-001-0-741 $24,138.00

Attachments

Link: interdept transfer - contingency

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/29/2009 03:43 PM	APRV
2	Roland Garcia	Rolando Garcia	07/30/2009 03:24 PM	APRV
3	Auditor's Office		07/31/2009 05:18 PM	NEW

Form Started By: Manuel Chapa — Started On: 07/29/2009 03:05 PM

Final Approval Date: 07/31/2009

DATE: July 29, 2009

2009
Transfer

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Department of Budget & Management for Sheriff Dept.

AI# 16728

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: 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
9-1100-415-00-115-002-0-899	Co. Wide Adm - Contingency	(24,138.00)
9-1100-421-00-280-001-0-741	Sheriff - Vehicles	24,138.00
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:
Interdepartmental transfer to purchase a 2010 Expedition for the Sheriff Dept. Quoted price good until 8-28-09.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-16713 **20.B.4.**

2009 Interdepartmental Transfer to General Litigation

CC REGULAR

Date:	08/04/2009
Submitted By:	Rolando Garcia, BUDGET & MANAGEMENT
Submitted For:	Sergio Cruz
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management
Purchasing only:	Interdepartmental Transfers

Information

CAPTION

General Litigation (1100):
Approval of 2009 interdepartmental transfer from County Wide Administration (1100) to General Litigation in the total amount of $45,000.00 to fund anticipated expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 9 **ACCT. #:** 9-1100-415-X0-115-0XX-0-XXX

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

BUDGETARY IMPACT:

9-1100-415-00-115-002-0-899-->9-1100-415-30-115-021-0-333; $30,000.00
9-1100-415-00-115-002-0-899-->9-1100-415-30-115-021-0-339; $15,000.00

Avail. Bal. as of 07/29/09.

Attachments

Link: Interdept transfer1

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/29/2009 01:48 PM	APRV
2	Sylvia Solis	Angela Garcia	07/31/2009 04:12 PM	APRV
3	Roland Garcia (Originator)	Rolando Garcia	07/31/2009 04:50 PM	APRV
4	Budget & Management	Erika Zamora	07/31/2009 04:57 PM	APRV
5	Auditor's Office	Angela Garcia	07/31/2009 04:10 PM	NEW

Form Started By: Rolando Garcia Started On: 07/29/2009 11:06 AM

Final Approval Date: 07/31/2009

DATE: July 29, 2009

2009
Transfer

DEPARTMENT HEAD: Raul Silguero

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

AI-16713

ACCOUNT NUMBER: 9-1100-415-X0-115-0XX-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
9-1100-415-00-115-002-0-899	CO WIDE ADM-CONTINGENCY	(45,000.00)
9-1100-415-30-115-021-0-333	GENERAL LITIGATION-LEGAL SERVICES	30,000.00
9-1100-415-30-115-021-0-339	GENERAL LITIGATION-OTHER PROF SRV	15,000.00
TOTAL BUDGET INCREASE (DECREASE)		-

REASON:
TRANSFER TO FUND ANTICIPATED EXPENDITURES

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-16720 **20.B.5.**

BCAP Interdept transfer for Indirect Cost Pct. No.1

CC REGULAR

Date:	08/04/2009
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	Budget and Management
Purchasing only:	CAP Pct.1

Information

CAPTION

Pct. #1 BCAP (1311):
Approval of 2009 interdepartmental transfer for the Pct. 1 BCAP from La Blanca Heights, La Paloma #1, RC Babb #2, RC Babb #3, and Rosedale Heights, program no's 368, 392, 576, 577 and 631, respectively, to various programs in the total amount of $9,534.50 to fund indirect costs.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1311-431-00-121-XXX-X-XX

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

BUDGETARY IMPACT:

From program #'s 368, 392, 576, 577, & 631 to program #'s 244, 495, 571, 071, 103, 230, 245, & 865 in the amount of $9,534.50; funding available for transfer as of 7-30-09.

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/29/2009 03:36 PM	APRV
2	Erika Zamora	Erika Zamora	07/30/2009 10:33 AM	APRV
3	Ivan Cantu	Ivan Cantu	07/30/2009 10:56 AM	APRV
4	Auditor's Office		07/31/2009 05:18 PM	NEW

Form Started By: Marcie Jackson Started On: 07/29/2009 02:15 PM

Final Approval Date: 07/31/2009

DATE: July 29, 2009

2009
Transfer

DEPARTMENT HEAD: Agapito Vargas

DEPARTMENT NAME: Border Colonia Access Program for BCAP-Precinct 1 (1311)

ACCOUNT NUMBER: 9-1311-431-00-121-XXX-X-XXX AI-16720 8/04/09

Contact: Marcie Jackson **Ph#:** 787-1891 Ext. 2010

SUBJECT: **Interdepartmental 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 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
9-1311-431-00-121-368-0-334	PCT 1- LA BLANCA HEIGHTS-ENG & ARCH SRV	$ (2,305.34)
9-1311-431-00-121-368-0-339	PCT 1- LA BLANCA HEIGHTS-OTHER PROF SRV	$ (602.86)
9-1311-431-00-121-392-0-731	PCT 1- LA PALOMA #1-ROADS	$ (579.07)
9-1311-431-00-121-392-0-334	PCT 1- LA PALOMA #1-ENG & ARCH SRV	$ (1,690.30)
9-1311-431-00-121-577-0-339	PCT 1 - RC BABB #3-OTHER PROF SRV	$ (5.42)
9-1311-431-00-121-576-0-731	PCT 1- RC BABB #2-ROADS	$ (3,174.19)
9-1311-431-00-121-631-0-339	PCT 1- ROSEDALE HEIGHTS-OTHER PROF SRV	$ (1,177.32)
9-1311-431-00-121-244-0-312	PCT 1-EL MESQUITE-INDIRECT COST	$ 1,191.81
9-1311-431-00-121-495-0-312	PCT 1-NORTH CAPISALLO-INDIRECT COST	$ 1,191.81
9-1311-431-00-121-571-0-312	PCT 1-PUESTA DEL SOL-INDIRECT COST	$ 1,191.81
9-1311-431-00-121-071-1-312	PCT 1-BARBOSA LOPEZ #1-INDIRECT COST	$ 1,191.81
9-1311-431-00-121-103-1-312	PCT 1-BERNAL HEIGHTS #1-INDIRECT COST	$ 1,191.81
9-1311-431-00-121-230-1-312	PCT 1-DIMAS #3-INDIRECT COST	$ 1,191.81
9-1311-431-00-121-245-1-312	PCT 1-EL MONTE-INDIRECT COST	$ 1,191.82
9-1311-431-00-121-865-1-312	PCT 1-DIMAS #1-INDIRECT COST	$ 1,191.82
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:
Transfer is to fund salary of BCAP Precinct 1 Coordinator.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-16700 **20.B.6.**

BCAP Inter-LIT Santana - Eldora Gardens (1311)

CC REGULAR

Date:	08/04/2009
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

BCAP (1311):
Approval of 2009 interdepartmental transfer from BCAP Santana Subd/Eldora Rd program(253) to BCAP Eldora Gardens program(252) in the amount of $1,619.79 to fund anticipated project expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 9 **ACCT. #:** 9-1311-431-00-122-25X-0-XXX

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

BUDGETARY IMPACT:

9-1311-431-00-122-253-0-733-->9-1311-431-00-122-252-0-841; $1,619.79

Available balance of $4,404.00 as of 07/30/09.

Attachments

Link: LIT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/29/2009 11:39 AM	APRV
2	Roland Garcia	Rolando Garcia	07/30/2009 08:58 AM	APRV
3	Auditor's Office		07/31/2009 05:18 PM	NEW

Form Started By: Marcie Jackson Started On: 07/28/2009 02:05 PM

Final Approval Date: 07/31/2009

DATE: July 28, 2009

2009
Transfer

DEPARTMENT HEAD: Agapito Vargas

DEPARTMENT NAME: Border Colonia Access Program for BCAP-Precinct 1 (1311)

ACCOUNT NUMBER: 9-1311-431-00-122-253-0-XXX

Contact: John Paul Lugo **Ph#:** 968-8733 Ext. 1015

AI-16700 8/04/09

SUBJECT: **Interdepartmental 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 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
9-1311-431-00-122-253-0-733	Santana Subd/Eldora Rd-Drainage Ditches	$ (1,619.79)
9-1311-431-00-122-252-0-841	Eldora Gardens Subdivision-Aid to Govt Agency	$ 1,619.79
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:

Transfer from (733) SANTANA SUBD/ELDORA-DRAINAGE DITCHES to (841) ELDORA GARDENS-AID TO GOVT AGENCY in the amount of $1,619.79 to fund future services needed in order to complete project.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-16679 **20.B.7.**

Inter-Departmental Transfer for Tower Road Drainage Project

CC REGULAR

Date:	08/04/2009
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Yolanda Cisneros
Department:	COMM. PCT. #2
Agenda Category:	Budget and Management
Purchasing only:	Interdepartmental Transfers

Information

CAPTION

Pct. #2 CO 2009 Series (1339):
Approval of 2009 interdepartmental transfer within Certificate of Obligations Series 2009, from the Precinct No.2 Drainage Improvement Project (program 034) into Tower Road Project, (program 031) for Drain Ditches in the amount of $20,000.00.

BACKGROUND

PO #620343 Millennium Engineering Group
PO #576709 R. Gutierrez Engineering

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1339-431-00-122-XXX-0-XXX

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

BUDGETARY IMPACT:

Funding available in the amount of $2,307,961.33 as of 07/27/2009.
9-1339-431-00-122-034-0-890------>9-1339-431-00-122-031-0-733 in the amount of $20,000.00.

Attachments

Link: Inter-Dept. Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/27/2009 08:20 AM	APRV
2	Roland Garcia	Rolando Garcia	07/29/2009 08:55 AM	APRV
3	Auditor's Office		07/31/2009 05:18 PM	NEW

Form Started By: Yolanda Cisneros — Started On: 07/27/2009 07:56 AM

Final Approval Date: 07/31/2009

DATE: July 24, 2009

2009
Transfer

DEPARTMENT HEAD: Hector "Tito" Palacios

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

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

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

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

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
9-1339-431-00-122-034-0-890	CO2009 PCT2 DRAIN IMPRV- OTHER	(20,000.00)
9-1339-431-00-122-031-0-733	CO2009 Pct2 Drain Improv. Tower Road - Drian Ditches	$20,000.00
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:
Transfer from CO 2009 PCT2 DRAIN IMPROVEMENTS-OTHER STRUCTURES to Tower Road Project to cover material testing and other expenditures for this project.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-16687 **20.B.8.**

Interdepartmental Transfer - Pct# 4 Drainage Impovement Projects (1339)
CC REGULAR

Date:	08/04/2009
Submitted By:	Jr. Munoz, COMM. PCT. #4
Department:	COMM. PCT. #4
Agenda Category:	Budget and Management

Information

CAPTION

Pct. #4 C.O. 2009 Series (1339):
Approval of 2009 interdepartmental transfer within Certificate of Obligations Series 2009 Precinct #4 Drainage Improvement Project from (program 036) to Gonzalez Pond (program 066) in the amount of $136,700.00 to fund land acquisition.

BACKGROUND

To cover the purchase of 10.00 acre tract of land and also title and appraisal reports for same.

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-->9-1339-431-00-124-066-0-719 $136,700.00
Funding available as of 7-31-09.

Attachments

Link: Interdept transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/28/2009 11:13 AM	APRV
2	Manuel Chapa	Manuel Chapa	07/31/2009 07:51 AM	APRV
3	Auditor's Office		07/31/2009 05:18 PM	NEW

Form Started By: Jr. Munoz — Started On: 07/28/2009 09:04 AM

Final Approval Date: 07/31/2009

DATE: August 3, 2009

DEPARTMENT HEAD: Oscar L. Garza Jr.

DEPARTMENT NAME: Hidalgo County Precinct No.4
CO 2009 Pct4 Drain Improvement

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

2009
Transfer
AI#16687

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

Contact: Rumaldo Munoz Jr
Ph#: 956-383-3112 Ext. 4002

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
From:		
9-1339-431-00-124-036-0-890	**CO2009 Pct4 Drain Improv.- Other**	**(136,700.00)**
To:		
9-1339-431-00-124-066-0-719	**CO2009 Pct4 Gonzalez Pond - Land**	**$136,700.00**
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:
Transfer to cover the purchase of a 10.00 acre tract of land being the east 10.00 acres of lot 6, R.B. Curry Survey No. 4, Hidalgo County, Texas to include Title and Appraisal reports to be known as the Gonzalez Pond. Estimated amounts for land $135,000, Appraisal report $1,250.00, and title report $450.00.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-16677 **20.B.9.**

Inter-Departmental Transfer for BCAP Projects

CC REGULAR

Date:	08/04/2009
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Yolanda Cisneros
Department:	COMM. PCT. #2
Agenda Category:	Budget and Management
Purchasing only:	Interdepartmental Transfers

Information

CAPTION

Pct. #2 R&B (1202)
a. Approval of 2009 interdepartmental transfer within Precinct #2 fund (1202) from R&B (program 006) ROW to Border Colonia Access Program Project Eldora Gardens Subdivision Project (program 252) ROW in the amount of $2,028.00 to fund project expenditures.

b. Approval of 2009 interdepartmental transfer within Precinct #2 fund (1202) from R&B (program 006) ROW to Border Colonia Access Program Project RSW Unit #1 Subdivision Project (program 580) ROW in the amount of $4,000.00 to fund project expenditures.

BACKGROUND

PO #623249 Leonel Garza, Jr. & Associates
PO #623250 Leonel Garza, Jr. & Associates

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1202-431-00-122-XXX-X-XXX

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

BUDGETARY IMPACT:

Funding available in the amount of $303,972.00 (711) as of 07/24/2009
9-1202-431-00-122-006-0-711------>9-1202-431-00-122-252-0-711 in the amount of $2,028.00
9-1202-431-00-122-006-0-711------>9-1202-431-00-122-580-1-711 in the amount of $4,000.00

Attachments

Link: Inter-Dept. Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/27/2009 08:19 AM	APRV
2	Roland Garcia	Rolando Garcia	07/29/2009 10:03 AM	APRV

3	Auditor's Office	07/31/2009 05:18 PM	NEW
Form Started By: Yolanda Cisneros		Started On: 07/24/2009 04:57 PM	
Final Approval Date: 07/31/2009			

DATE: July 24, 2009

2009
Transfer

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No.2

ACCOUNT NUMBER: 9-1202-431-00-122-XXX-0-XXX Road & Bridge

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

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

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
9-1202-431-00-122-006-0-711	Pct 2 P/U Rd - ROW	(6,028.00)
9-1202-431-00-122-252-0-711	Pct. 2-Eldora Gardens -ROW	$2,028.00
9-1202-431-00-122-580-1-711	Pct. 2-RSW Unit #1 Subdivision - ROW	$4,000.00
TOTAL BUDGET INCREASE (DECREASE)		

REASON:
Transfer from PCT2 ROAD & BRIDGE to BCAP PROJECT Eldora Gardens Subdivision (PO#623249) and additonal $28.00 pd out of R&B and RSW Unit #1 Subdivision (PO#623250) for appraisal.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-16774 **20.B.10.**

Interdepartmental Transfer - Pct# 4 Drainage Impovement Projects (1339)
CC REGULAR

Date:	08/04/2009
Submitted By:	Manuel Chapa, BUDGET & MANAGEMENT
Submitted For:	Sergio Cruz
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management
Purchasing only:	Interdepartmental Transfers

Information

CAPTION

Pct. #4 C.O. 2009 Series (1339):
Approval of 2009 interdepartmental transfer within Certificate of Obligations Series 2009 Precinct #4 Drainage Improvement Project from (program 036) to North Branch Drain (program 049) in the amount of $81,000.00 to fund a required bore for the Monte Cristo Rd.

BACKGROUND

To fund AI#16755.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1339-431-00-124-036-0-890

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

BUDGETARY IMPACT:

9-1339-431-00-124-036-0-890-->9-1339-431-00-124-049-0-733 $81,000.00
Funding available as of 7-31-09.

Attachments

Link: interdept. transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/31/2009 02:05 PM	APRV
2	Roland Garcia	Angela Garcia	07/31/2009 04:55 PM	APRV
3	Olga Garza	Olga Garza	07/31/2009 05:02 PM	APRV
4	Auditor's Office		07/31/2009 05:18 PM	NEW

Form Started By: Manuel Chapa
Started On: 07/31/2009 01:43 PM

Final Approval Date: 07/31/2009

DATE: July 31, 2009

2009
Transfer

DEPARTMENT HEAD: Raul Silguero

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

AI# 16774

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	(81,000.00)
9-1339-431-00-124-049-0-733	CO2009 Pct4 North Branch Drain - Drainage Ditches	81,000.00
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:
Interdepartmental transfer to cover a required bore for the Monte Cristo Road. Estimated cost is $81,000.00 (AI#16755 CC 8-4-09).

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-16775 **20.B.11.**

2209 interdepartment for Hurricane Dolly (1100)

CC REGULAR

Date:	08/04/2009
Submitted By:	Dale Kennan, BUDGET & MANAGEMENT
Submitted For:	Rey Salazar
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management
Purchasing only:	Interdepartmental Transfers

Information

CAPTION

Hurricane Dolly (1100):
Approval of 2009 interdepartmental transfer from County Wide Administration to Hurricane Dolly in the amount of $68,492.00 for services incurred due to building repairs provided by Dos Logistics.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-415-00-115-0XX-0-XXX

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

BUDGETARY IMPACT:

9-1100-415-00-115-002-0-899 --> 9-1100-415-00-115-072-0-431 $68,492.00 for services incurred due to building repairs provided by Dos Logistics.

Funding available for transfer as of 7/31/09.

Attachments

Link: 2009 Interdepartmental Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/31/2009 03:45 PM	APRV
2	Ivan Cantu	Ivan Cantu	07/31/2009 04:00 PM	APRV
3	Auditor's Office		07/31/2009 05:18 PM	NEW

Form Started By: Dale Kennan Started On: 07/31/2009 03:20 PM

Final Approval Date: 07/31/2009

DATE: July 31, 2009

2009
Transfer

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Department of Budget & Management for Hurricane Doly (1100)

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

Contact: Dale Kennan **Ph#:** 292-7025 Ext. 5406

SUBJECT: **Interdepartmental 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 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	(68,492.00)
9-1100-415-00-115-072-0-431	HURRICANE DOLLY-BLDG&OTHR STRUC R&M SRV	$68,492.00
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:

Transfer from CO WIDE ADM-CONTINGENCY to HURRICANE DOLLY-BLDG&OTHR STRUC R&M SRV and to fund Work Authorization #1 and #2 for Dos Logistics for roof repairs.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-16776 **20.B.12.**

Interdepartmental Transfers for Drainage Improvement Projects Pct.#2

CC REGULAR

Date:	08/04/2009
Submitted By:	Rolando Garcia, BUDGET & MANAGEMENT
Submitted For:	Sergio Cruz
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management
Purchasing only:	Interdepartmental Transfers

Information

CAPTION

Pct. #2 CO's (1339):
Approval of 2009 interdepartmental transfer from Pct.#2 Drainage Improvement (program 034) to LJ Drain (program 038), Southfork Estates (program 040), and LJ Pond (045), respectively, in the total amount of $536,235.50 to fund project expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 9 **ACCT. #:** 9-1339-431-00-122-0XX-0-XXX

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

BUDGETARY IMPACT:

Available balance as of 07/31/09.

9-1339-431-00-122-034-0-890-->

9-1339-431-00-122-038-0-733 $ 66,895.00
9-1339-431-00-122-040-0-733 $302,132.00
9-1339-431-00-122-045-0-719 $167,208.50

Attachments

Link: Interdept transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Roland Garcia (Originator)	Rolando Garcia	07/31/2009 05:01 PM	APRV
2	Budget & Management	Erika Zamora	07/31/2009 05:02 PM	APRV
3	Erika Zamora	Erika Zamora	07/31/2009 05:08 PM	APRV
4	Auditor's Office		07/31/2009 05:18 PM	NEW

Form Started By: Rolando Garcia — Started On: 07/31/2009 03:55 PM

Final Approval Date: 07/31/2009

DATE: July 30, 2009

2009
Transfer

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Department of Budget and Management for CO 2009 Pct#2 Drainage Improvement Project

AI-16776

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

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

Contact: Rolando Garcia Jr.
Ph#: 956-292-7025 x.5761

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
9-1339-431-00-122-034-0-890	CO2009-PCT2 DRAIN IMPRV-OTHER	$ (536,235.50)
9-1339-431-00-122-038-0-733	CO2009-PCT2 LJ DRAIN(S OF OWASSA)-DRAINA	$66,895.00
9-1339-431-00-122-040-0-733	CO2009-PCT2 SOUTHFORK ESTATES-DRAINAGE	$302,132.00
9-1339-431-00-122-045-0-719	CO2009-PCT2 LJ POND-LAND	$167,208.50
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:
To fund project expenditures related LJ Drain, Southfork Estates, and LJ Pond projects.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-16777 **20.B.13.**

Interdepartmental Transfer - Sherrif's Office Project Funding

CC REGULAR

Date:	08/04/2009
Submitted By:	Erika Zamora, BUDGET & MANAGEMENT
Submitted For:	Dina Trevino
Department:	BUDGET & MANAGEMENT
Agenda Category:	Sheriff's Office

Information

CAPTION

Sheriff's Office (1100):
Approval of 2009 interdepartmental transfer from County Wide Administration (1100) to Sheriff's Office (1100) in the amount of $25,000.00 to fund consulting services.

BACKGROUND

Refer to Agenda Item 16473 in which Sheriff's Office needs funding to contract Hollis Rutledge & Associates as their professional consulant to seek funding and assistance through federal, state, and private sectors.

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 7-31-09.

Attachments

Link: Inter transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/31/2009 04:58 PM	APRV
2	Rosalinda Cantu	Rosie Cantu	07/31/2009 05:14 PM	APRV
3	Auditor's Office		07/31/2009 05:18 PM	NEW

Form Started By: Erika Zamora — Started On: 07/31/2009 04:33 PM

Final Approval Date: 07/31/2009

DATE: July 31, 2009

DEPARTMENT HEAD: Raul Silguero, Jr.

2009
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Sheriff's Office

ACCOUNT NUMBER: 9-1100-4XX-00-XXX-00X-0-XXX

CONTACT PERSON: Erika Zamora **PHONE:** (956) 292-7025 Ext. 5416

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM			
9-1100-415-00-115-002-0- 899	CO WIDE ADM-	CONTINGENCY	(25,000.00)
TO			
9-1100-421-00-280-001-0- 339	SHERIFF-	OTHER PROF SRV	25,000.00
TOTAL BUDGET INCREASE (DECREASE)			0.00

REASON:

To fund professional consultant services in seeking funding and assistance for Sheriff's Office project. Ref: AI 16473 CC 08/04/09.

SIGNATURE

COMMISSIONERS COURT

/ /
DATE

ATTEST, COUNTY CLERK

AI-16764 **20.C.1.**

Children's Advocacy Center db/a Estrella's House 2009 Funding Request

CC REGULAR

Date:	08/04/2009
Submitted By:	Ivan Cantu, BUDGET & MANAGEMENT
Submitted For:	Dina Trevino
Department:	BUDGET & MANAGEMENT

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

Information

CAPTION

Children's Advocacy Center d/b/a Estrella's House (1100)
a. Discussion, consideration, and action regarding funding request from the Children's Advocacy Center, d/b/a Estrella's House.
b. Discussion, consideration, and action on Declaration of Support to the Children's Advocacy Center, d/b/a Estrella's House.
c. Approval of 2009 appropriation of funds for the Child Advocacy Center in the amount of $45,000.00.
d. Authorize County Treasurer/Auditor to issue check in the amount of $45,000.00 to Children's Advocacy Center (dba Estrella's House).

BACKGROUND

Monies are to be unreserved by Auditor's office from acct #9-1100-250-10-000-002-0-000 "Reserved F/B-Economic Development"

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-444-20-110-057-0-843

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

BUDGETARY IMPACT:

Appropration of funds in the amount of $45,000.00 for the Child Advocacy Center d/b/a Estrella's house in the amount of $45,000.00.

Monies are to be unreserved from acct #9-1100-250-10-000-002-0-000 "Reserved F/B-Economic Development" by Auditor's office with a balance of $30,901.14 as of 7-31-09.

Additional funding (revenues) received from State Comptroller's office in the amount of $58,849.37 on 7-22-09 recorded in acct #9-1100-363-00-000-000-0-000 "Gen Fund-Escheats", receipt #130402 to be used for purposes of Economic Development.

Attachments

Link: Declaration of Support-Estrella's House

Link: Child Advocacy Center Budget Amendement

Link: Estrella's House Request letter

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	07/31/2009 10:59 AM	APRV
2	Budget & Management	Erika Zamora	07/31/2009 11:30 AM	APRV
3	Erika Zamora	Erika Zamora	07/31/2009 11:47 AM	APRV
4	Auditor's Office		07/31/2009 05:18 PM	NEW

Form Started By: Ivan Cantu Started On: 07/31/2009 10:02 AM

Final Approval Date: 07/31/2009

THE STATE OF TEXAS §

§

COUNTY OF HIDALGO §

Declaration of Support to the
Children's Advocacy Center of Hidalgo County
by the County of Hidalgo, Texas

Whereas, the Children's Advocacy Center of Hidalgo County, d/b/a Estrella's House ("Estrella's House"), has requested that Hidalgo County (the "County") support its efforts to help abused children in the county;

Whereas, child abuse is recognized as a national significant problem and as such Estrella's House has been created in accordance with Texas Family Code Chapter 264;

Whereas, Local Government Code Section 381.004 (e) and (f) permit the Commissioners' Court of a county to support a children's advocacy center that provides services to abused children from unclaimed property monies received from the Texas Comptroller of Public Accounts as described in Local Government Code Section 381.004 (e); and

Whereas, Hidalgo County has found it is in the best interest of the County's residents to support Estrella's House by providing funds as allowed by Local Government Code Section 381.004.

Pursuant to Local Government Code Chapter 381, the Commissioners' Court of Hidalgo County, Texas (the "County") does hereby tender to Estrella's House, located at 525 W. Wisconsin, Edinburg, Texas, the amount of forty-five thousand dollars ($45,000.00). The amount tendered to Estrella's House is to be used only for the furtherance of the purposes set forth below:

- To access victims of child abuse and their families to determine their needs of services relating to the investigation of child abuse.
- To provide services determined to be needed.
- To provide a facility at which a multidisciplinary team appointed under Texas Family Code Section 264.406 can meet to facilitate the efficient and appropriate disposition of child abuse through the civil and criminal justice systems.
- To coordinate the activities of governmental entities relating to child abuse investigations and delivery of services to child abuse victims and their families.

Estrella's House agrees to allow the County Auditor or his representatives the right, upon reasonable notice, to review and audit all books and records of Estrella's House.

Estrella's House, by the acceptance of this monetary support, warrants and represents that this support shall be held, administered, and used in accordance with all the terms and conditions in this instrument.

Passed and Approved on this the 4th day of August, 2009 by the Commissioners' Court of Hidalgo County, Texas.

HIDALGO COUNTY

_____
Juan D. Salinas, III, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

CHILDREN'S ADVOCACY CENTER OF HIDALGO COUNTY

_____
By: Robert Garcia
Lts: Executive Director

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

_____
By: Stephen L. Crain

DATE: July 31, 2009

2009
Appropriation

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Department of Budget & Management for Child Advocacy Center

ACCOUNT NUMBER: 9-1100-444-20-110-057-0-843

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

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
9-1100-444-20-110-057-0- 843	Child Advocacy Ctr-	Aid to Nongovt Agency	45,000.00

Children Advocacy Centers

ESTRELLA'S HOUSE

United Way
United Way of South Texas
Serving Hidalgo & Starr Counties

CHILDREN'S ADVOCACY CENTER OF HIDALGO & STARR COUNTY, INC.

6/11/09

Executive Officers:

Bobby Garcia, President
Tina Martin V.P.
Lorena Castillo, Treasurer
Rosie Escalon, Secretary

Hidalgo County Board Members:

Magdalena G. Hinojosa, A.D.A.
Sgt. Joel Morales, McAllen P.D.
Dr. Carolina G. Huerta UT-Pan American
Betzabel Guerra, CPS
Mark Kent, Juvenile Probation
Roseann Jean
Linda Kostenko
Karen Griffin Munoz
Daniel Torres, Target Store Director
Sandra Garcia, Region One Education Center
Maria Wissinger
Stephanie Cassity

Starr County Board Members:

Heriberto Silva, Starr County District Attorney
Alonzo Alvarez
Kevin Hiles, Mayor RGC

Associate Board Members:

Mario Lizcano
Jessica Galloso
Dominic Pena
Melissa Moreno
Jane Alonzo
Gilda Bowen
Heidy Berenice Castillo

Executive Director:
Roberto M. Garcia, MS

Attn: Honorable J.D. Salinas III
Hidalgo County Judge
100 E. Cano, Second Floor
Edinburg, TX 78539

Dear Judge:

It is that time of year when the Children's Advocacy Center requests funding assistance from the 381.004 (f) of the Local Government Code: Section (f) states "The commissioner's court of a county may support a children's advocacy center that provides services to abused children." As you may know last year you and the commissioner court supported the center in the amount of $30,000. I think this coming year there will be approximately $39,000 from this particular fund.

Our mission is to reduce the emotional trauma to child abuse victims by facilitating a multidisciplinary team approach, which supports the prevention of child abuse through community education and promotes the effective prosecution of those who perpetrate crimes against children.

"Last year alone, more than (1,052) new child abuse cases were reported to the Children Advocacy Center of Hidalgo County. The serious nature of this problem is of major concern because children in our community are being victimized and robbed of their childhood. We have an obligation as a community non-profit to recognize and deal with this perpetuating cycle of abuse. Studies show that abused children who get early professional assistance are more likely to succeed in dealing and coping with the abuse. With early intervention, we can help break the cycle of abuse and, more importantly, significantly increase a child's chances of becoming a healthy adult and a good parent.

However, we currently find ourselves fiscally stressed and operating with a 20% budget decrease for the first time in eight years, as we struggle through a severe and extended recession. With slow economic growth, the prospects of private donations have been decrease by 90% year-to-date.

As we navigate the unfamiliar tides for our current budget and the never ending demand for child abuse services we are formally requesting funding support from **Funding Source 381.004 of the Local Government Code in the amount of $39,000.** The requested funding will continue to put us in the forefront of providing vital victims services by filling needed child forensic interviews, medical and mental health services to child abuse victims throughout Hidalgo County.

It is our sincere belief that a community united together to combat child abuse can make a possible higher quality of life and a safer place for all children to live. We are extremely appreciated of your unwavering commitment, support and the county commissioners in fight against child abuse. Thank you for being a champion for Kids!

We look forward to continue working with you in a productive partnership so we can sow the seeds of hope in rebuilding their lives; re-join the community, and developing trust and confidence in the criminal justice system. Should you have any questions regarding this matter, please feel free to call me at (956) 287-9754. On behalf of the Board of Directors, we thank you for your time, your consideration, and your help in fighting the scourge of child abuse.

Thank You and God Bless,

Roberto M. Garcia, MS
Executive Director-CACHC

RECEIVED
OFFICE OF EXECUTIVE OFFICER
ON: BY:

525 W. Wisconsin Rd. • Edinburg, Texas 78539 • Phone (956) 287-9754 • Fax (956) 287-9764
WWW.CACHIDALGO.ORG

AI-16681 **20.D.1.**

Rescind action taken in reference to transferring slot

CC REGULAR

Date:	08/04/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Budget and Management

Information

CAPTION

Approval to rescind action taken on 6/08/09 (AI-15811) in reference to the following:
a. Deletion of a Secretary position, slot #0012. (DBM - Workers' Comp)
b. Creation of a Clerk III position, slot #0007 (TX DPS)
c. Transfer of employee no. 125237 from DBM-Workers' Comp to TX DPS.

BACKGROUND

Fiscal Impact

Attachments

Link: Agenda Item 15811

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/27/2009 09:49 AM	APRV
2	Rosalinda Cantu	Rosie Cantu	07/27/2009 10:40 AM	APRV
3	Sylvia Solis	Sylvia Solis	07/29/2009 03:06 PM	APRV
4	Auditor's Office		07/31/2009 05:18 PM	NEW
Form Started By: Monica Badillo			Started On: 07/27/2009 09:43 AM	
Final Approval Date: 07/31/2009				

AI-15811 **22.E.2.**

DBM Workers' Comp & TX DPS - Transfer of employee no. 12537

CC REGULAR

Date:	06/08/2009
Submitted By:	Sylvia Solis, BUDGET & MANAGEMENT
Submitted For:	Dina Trevino
Department:	BUDGET & MANAGEMENT

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

Information

CAPTION

DBM-Workers' Comp. & TX DPS - Employee Transfer:
a. Approval to delete one (1) regular full-time Secretary position, slot #0012, budgeted salary $27,552.00.
b. Approval to create one (1) regular full-time Clerk III position, slot #0007, budgeted salary $27,552.00 (TX DPS) and transfer employee no. 125237 from Workers Compensation to TX DPS, effective date 06/08/09.
c. Approval of interdepartmental transfer in the total amount of $21,000.00 from Co Wide Contingency to TX DPS to fund salary and related fringes for position.
d. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009
ACCT. #: 9-1100-4XX-00-115-0XX-0-XXX
FUNDS AVAILABLE Y/N?: Y
MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:
Available funds as of 06/02/09.

Attachments

Link: PAR'S
Link: Fiscal Note
Link: Interdept. Transfer
Link: WC - Revised salary schedule
Link: Revised Salary Schedule
Link: Old Job Description
Link: New Job Descriptions

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sylvia Solis	Sylvia Solis	06/04/2009 09:44 AM	APRV
2	Budget & Management	Veronica Lopez	06/04/2009 09:47 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	06/04/2009 01:58 PM	APRV
4	Auditor's Office		06/05/2009 08:33 AM	NEW

Form Started By: Sylvia Solis Started On: 06/02/2009 04:28 PM
Final Approval Date: 06/05/2009

AI-16724 **20.D.2.**

County Clerk - Deletion/ Creation of Deputy Clerk positions
CC REGULAR

Date:	08/04/2009
Submitted By:	Sylvia Solis, BUDGET & MANAGEMENT
Submitted For:	Annette Muniz
Department:	BUDGET & MANAGEMENT

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

Information

CAPTION

County Clerk Record Archive (1100):
a. Approval to delete two (2) vacant temporary full-time Deputy Clerk positions, slot #'s T001 and T002, budgeted hourly rate $10.00 per hour respectively.
b. Approval to create two (2) regular full-time Deputy Clerk positions, slot #'s 0001 and 0002, budgeted salary $27,000.00 respectively, effective 08/10/09.
c. Approval of intradepartmental transfer.
d. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-415-40-180-002-0-113

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

BUDGETARY IMPACT:

Funds available in object code 113, pending intradepartmental transfer. Lapse funding available for fringes within each corresponding object code.

Attachments

Link: Job Description- Temp positions
Link: PAR'S
Link: Job Description- Reg. Full Time
Link: Fiscal Note
Link: LIT
Link: Revised salary schedule

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sylvia Solis	Sylvia Solis	07/30/2009 03:59 PM	APRV
2	Budget & Management	Erika Zamora	07/30/2009 04:16 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	07/31/2009 10:45 AM	APRV

4	Auditor's Office	07/31/2009 05:18 PM	NEW
Form Started By: Sylvia Solis		Started On: 07/29/2009 02:33 PM	
Final Approval Date: 07/31/2009			

HIDALGO COUNTY
COUNTY CLERK'S OFFICE

Job Title:	Deputy Clerk (Temporary)	FSLA Status:	Non-Exempt
Department: 180		Civil Service Status:	Exempt

SUMMARY

Performs a variety of clerical functions which follow established procedures and which may require some judgment and assistance to defendants, attorney, the general public and/or fellow staff. Most work procedures are pre-established and on the job training is provided. The County Clerk may set new procedures and/or changes as needed and deputy Clerks are expected to adjust to any changes implemented.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Ability to type correspondence and other documents and materials using a typewriter and/or processing software.
- Performs general clerical duties as required, including filing, indexing and recording, making copies, sorting, stuffing and mailing documents.
- Ability to assist the public in person or by telephone, convey messages, make telephone calls, faxes and distribute mail.
- Proofreads, records and conducts research as needed on property records and on every document available for public review in the County Clerk's Office.
- Assists the public by answering questions on all real, personal and criminal correspondence.
- Must have good communication skills.
- Must be flexible and available, if assigned to perform other duties in other departments which may include any of the following: Deed records, Civil, Probate, Collections, Marriage, Accounting, Criminal, Vital Statistics, Assumed Name Records and Commissioner's Court.
- Must be able to work overtime when required.
- Ability to work well with others including vendors, fellow employees, elected officials and department heads.
- Must be able to accept and follow written and/or oral instructions.
- Must be willing and able to follow all Civil Service rules.
- Regular and timely attendance is a must.
- Performs such other duties as may be assigned.

QUALIFICATION REQUIREMENTS

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

EDUCATION and/or EXPERIENCE

- High school diploma or general education degree (GED) with typing courses, plus a minimum of one (1) year of responsible clerical work experience, preferably with governmental entity; OR
- Any equivalent combination of experience and training which provided the required knowledge, skills and abilities.
- Bilingual is preferred.

OTHER SKILLS AND ABILITIES

- Ability to read, interpret and accept documents such as safety rules, operating and maintenance instructions and procedure manuals.
- Ability to fill out reports and answer routing correspondence. Ability to speak effectively to the public.
- Ability to add, subtract, multiply and divide in all units of measure, using whole numbers, common fractions and decimals.
- Ability to apply common sense understanding to carry out instructions furnished in written, oral or diagram form.
- Ability to deal with problems involving several concrete variables in standardized situations.
- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County.

PHYSICAL DEMANDS

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

While performing the duties of this job, the employee is requires to stand, sit, and use his/her hands. The employee may be required to handle or feel objects, tools, or controls, and to talk and listen extensively. The employee is required to reach with hands and arms, climb or balance, stoop or kneel.

The employee must occasionally lift and/or move up to thirty- five (35) pounds. Specific vision abilities required by this job include close vision and the ability to focus and read standard font characters.

WORK ENVIRONMENT

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time
- operating assigned equipment.

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities.

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi- task environment.

Maintain effective audio- visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communicating with others.

ACCIDENT PREVENTION PROGRAM

Required to follow all department's safety regulations.

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Hidalgo County Clerk's Office

DATE: July 28, 2009

CURRENT POSITION TITLE: Deputy Clerk - Temporary

CURRENT SLOT. #: 002-T001
002-T002

REQUESTED POSITION TITLE: N/A
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other DELETION OF TEMP. POSITIONS

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

POSITION SALARY REQUEST:

Salary Amount: $ 2 X 20,800.00 = 41,600.00 (Current Budgeted Salary) $ 0.00 (Proposed Budgeted Salary) $ (- 41,600.00) (Net Change)

Position to be funded from one of the following:

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

☒ Other County Clerk Archive Account

POSITION Type:

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

Full Time Temporary Object 121 ☒ Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions
$ 10.00 * 2,080 hrs. per year = 20,800.00
Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	X	Exempt	
Non-Exempt		Non-Exempt	X
N/A			

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

Temporary position has been extended several times – department has concluded that permanent position is needed.

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

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

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	July 28, 2009 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	7/31/09 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	7/31/2009 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Hidalgo County Clerk's Office

DATE: July 28, 2009

CURRENT POSITION TITLE: N/A

CURRENT SLOT. #: 002-0001
002-0002

REQUESTED POSITION TITLE: Deputy Clerk (2 positions)
(For new positions or reclassifications)

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ 0.00 (Current Budgeted Salary) $ 2 x 27,000.00 = 54,000.00 (Proposed Budgeted Salary) $ 54,000.00 (Net Change)

Position to be funded from one of the following:

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

☒ Other County Clerk Archive Account

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ]

Full Time Temporary Object 121 [ ] Part Time Temporary Object 122 [ ]

Enter hourly rate for temp. positions

$ _____

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	☐	Exempt	☐
Non-Exempt	☒	Non-Exempt	☒
N/A	☐		

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

Temporary position has been extended several times – department has concluded that permanent position is needed.

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

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

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	July 28 / 2009 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	7/31/2009 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	7/30/209 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
COUNTY CLERK'S OFFICE

Job Title:	Deputy Clerk (Full Time)	FSLA Status:	Non-Exempt
Department: 180		Civil Service Status:	Non-Exempt

SUMMARY

Performs a variety of clerical functions which follow established procedures and which may require some judgment and assistance to defendants, attorney, the general public and/or fellow staff. Most work procedures are pre-established and on the job training is provided. The County Clerk may set new procedures and/or changes as needed and deputy Clerks are expected to adjust to any changes implemented.

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- Proofreads, records and conducts research as needed on property records and on every document available for public review in the County Clerk's Office.
- Assists the public by answering questions on all real, personal and criminal correspondence.
- Must have good communication skills.
- Must be flexible and available, if assigned to perform other duties in other departments which may include any of the following: Deed records, Civil, Probate, Collections, Marriage, Accounting, Criminal, Vital Statistics, Assumed Name Records and Commissioner's Court.
- Must be able to work overtime when required.
- Ability to work well with others including vendors, fellow employees, elected officials and department heads.
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- Regular and timely attendance is a must.
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- Ability to add, subtract, multiply and divide in all units of measure, using whole numbers, common fractions and decimals.
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The employee must occasionally lift and/or move up to thirty- five (35) pounds. Specific vision abilities required by this job include close vision and the ability to focus and read standard font characters.

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- operating assigned equipment.

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- making sound decisions and using good judgment
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- working closely with others
- working in a multi- task environment.

Maintain effective audio- visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communicating with others.

ACCIDENT PREVENTION PROGRAM

Required to follow all department's safety regulations.

Hidalgo County
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 Da: Tuesday, August 04, 2009 **Agenda Item:** 16724

Summary of request/proposal:
Co Clerk Record Archive department is requesting approval delete two (2) temporary full-time Deputy Clerk positions, slot #'s T001 and T002, budgeted hourly rate $10.00 per hour respectively; and also create two (2) regular full-time Deputy Clerk positions, slot #'s 0001 and 0002, budgeted salary $27,000.00 respectively, effective 08/10/09.

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment/ Salary Requested	Total Adjustment/ Salary Requested
1100	Deputy Clerk	T001	121	20,800.00	0.00	(20,800.00)
1100	Deputy Clerk	T002	121	20,800.00	0.00	(20,800.00)
				41,600.00	0.00	(41,600.00)

Budgetary Impact (Temporary positions):

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME	AMOUNT
9-1100-415-40-180-002-0	121	CO CLERK REC. ARCHIVE - TEMP F/T EMPLOYEES	($16,576.25)
9-1100-415-40-180-002-0	211	CO CLERK REC. ARCHIVE - HEALTH INSURANCE	
9-1100-415-40-180-002-0	212	CO CLERK REC. ARCHIVE - LIFE INSURANCE	
9-1100-415-40-180-002-0	220	CO CLERK REC. ARCHIVE - FICA	($1,268.08)
9-1100-415-40-180-002-0	230	CO CLERK REC. ARCHIVE - RETIREMENT	
9-1100-415-40-180-002-0	250	CO CLERK REC. ARCHIVE - UNEMPLOYMENT COMP	($82.88)
9-1100-415-40-180-002-0	260	CO CLERK REC. ARCHIVE - WORKER'S COMP	($16.58)
		2009 Budgetary Impact	($17,943.79)

2010 BUDGETARY IMPACT: N/A

Possible Funding Sources: N/A

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment/ Salary Requested	Total Adjustment/ Salary Requested
1100	Deputy Clerk	0001	113	0.00	27,000.00	27,000.00
1100	Deputy Clerk	0002	113	0.00	27,000.00	27,000.00
				0.00	54,000.00	54,000.00

Budgetary Impact (Regular Full-time positions):

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME	AMOUNT
9-1100-415-40-180-002-0	113	CO CLERK REC. ARCHIVE - REG F/T EMPLOYEES	$21,517.24
9-1100-415-40-180-002-0	211	CO CLERK REC. ARCHIVE - HEALTH INSURANCE	$3,318.44
9-1100-415-40-180-002-0	212	CO CLERK REC. ARCHIVE - LIFE INSURANCE	$21.52
9-1100-415-40-180-002-0	220	CO CLERK REC. ARCHIVE - FICA	$1,646.07
9-1100-415-40-180-002-0	230	CO CLERK REC. ARCHIVE - RETIREMENT	$1,940.86
9-1100-415-40-180-002-0	250	CO CLERK REC. ARCHIVE - UNEMPLOYMENT COMP	$107.59
9-1100-415-40-180-002-0	260	CO CLERK REC. ARCHIVE - WORKER'S COMP	$21.52
		2009 Budgetary Impact	$28,573.24

2010 BUDGETARY IMPACT: $ 70,059.34

Possible Funding Sources: Available Funding from deletion of Temporary positions.

Budget Office Recommendation:

DATE: July 30, 2009

2009
Transfer

AI-16570

DEPARTMENT HEAD: Raul Silguero, Jr., Budget Officer

DEPARTMENT NAME: Department of Budget & Management for County Clerk Record Archive

ACCOUNT NUMBER: 9-1100-415-40-180-002-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
121	TEMP F/T EMPLOYEES	113	REGULAR F/T EMPLOYEES	22,000.00
			TOTAL	22,000.00

REASON:
Intradepartmental Transfer to fund salaries for new regular Deputy Clerk positions, slot no.'s 0001 & 0002.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

HIDALGO COUNTY
COMMISSIONER COURT
2009 SALARY SCHEDULE

1100-415-40-180-002-0-

AI - 16724

CO. CLERK RECORD ARCHIVE

Slot #	Obj Code	POSITION TITLE	2008 BUDGETED SALARY	2009 ADJUSTED SALARY	2009 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2009 BUDGETED SALARY APPROVED	2009 ACTUAL SALARY	Other Allowances					2009 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
		DELETE POSITIONS:														
~~T001~~	~~121~~	~~DEPUTY CLERK~~	~~20,800.00~~	~~0.00~~	~~20,800.00~~	~~0~~	~~0.00~~	~~0.00~~	~~20,800.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~
~~T002~~	~~121~~	~~DEPUTY CLERK~~	~~20,800.00~~	~~0.00~~	~~20,800.00~~	~~0~~	~~0.00~~	~~0.00~~	~~20,800.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~
		CREATE POSITIONS:														
0001	**113**	**DEPUTY CLERK**	**0.00**	**27,000.00**	**27,000.00**	**0**	**0.00**	**0.00**	**27,000.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
0002	**113**	**DEPUTY CLERK**	**0.00**	**27,000.00**	**27,000.00**	**0**	**0.00**	**0.00**	**27,000.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
T003	121	DEPUTY CLERK	20,800.00	0.00	20,800.00	0	0.00	0.00	20,800.00	20,800.00	0.00	0.00	0.00	0.00	0.00	20,800.00
T004	121	DEPUTY CLERK	20,800.00	0.00	20,800.00	0	0.00	0.00	20,800.00	20,800.00	0.00	0.00	0.00	0.00	0.00	20,800.00
0005	113	DEPUTY CLERK	25,000.00	0.00	25,000.00	0.05	1,250.00	750.00	27,000.00	27,000.00	0.00	0.00	0.00	0.00	0.00	27,000.00
0006	113	DEPUTY CLERK	25,000.00	0.00	25,000.00	0.05	1,250.00	750.00	27,000.00	27,000.00	0.00	0.00	0.00	0.00	0.00	27,000.00
0007	113	DEPUTY CLERK	25,000.00	0.00	25,000.00	0.05	1,250.00	750.00	27,000.00	25,000.00	0.00	0.00	0.00	0.00	0.00	25,000.00
0008	113	DEPUTY CLERK	25,000.00	0.00	25,000.00	0.05	1,250.00	750.00	27,000.00	25,000.00	0.00	0.00	0.00	0.00	0.00	25,000.00
T009	121	DEPUTY CLERK	0.00	20,800.00	20,800.00	0	0.00	0.00	20,800.00	20,800.00	0.00	0.00	0.00	0.00	0.00	20,800.00
			183,200.00	74,800.00	258,000.00		5,000.00	3,000.00	266,000.00	166,400.00	0.00	0.00	0.00	0.00	0.00	166,400.00

Approval delete two (2) temporary full-time Deputy Clerk positions, slot #'s T001 and T002, budgeted hourly rate $10.00 per hour respectively; and also create two (2) regular full-time Deputy Clerk positions, slot #'s 0001 and 0002, budgeted salary $27,000.00 respectively, effective 08/10/09 . Pending CC approval.

AI-16746 **21.A.4.**

Hidalgo County Courthouse

CC REGULAR

Date:	08/04/2009
Submitted By:	Marty Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Discussion and applicable action (if necessary) related to the Hidalgo County Courthouse, including, but not limited to, the following:

a. Workshop Date;
b. Designation/Appointment of Private Sector/County Staff/Commissioners Court/Elected Officials Committee;
c. Desciption and/or Scope of Tasks of Appointed Committee with deadlines for submission of recommendations;
d. Approval of the next Phase of Architectural Services with ERO International, LLP related to the renovation/repair of the Courthouse;
e. Other related issues to Courthouse Renovation/Repair Project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Expenditures for this project will be from C/O proceeds.

FISCAL YEAR: 2009 **ACCT. #:**

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

BUDGETARY IMPACT:

Budgetary Information is related to Phase II only. Phases I, III and/or other services would need to have funding identified.

As per Sergio Cruz, depending on total cost, funding will be provided from CO's 2004 & CO's 2006 contingent upon written agreement between County and architect as outlined in section 1.1.2.5.7 of the AIA document. rc

Attachments

Link: AIA Part 1

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	07/30/2009 11:34 AM	APRV
2	Budget & Management	Erika Zamora	07/30/2009 01:05 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	07/31/2009 04:40 PM	APRV
4	Auditor's Office		07/31/2009 05:18 PM	NEW

Form Started By: Marty Salazar

Started On: 07/29/2009 05:07 PM

Final Approval Date: 07/31/2009

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.

Init.

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User Notes:
(1052290373)

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

Init.
/
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User Notes:
(1052290373)

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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User Notes:
(1052290373)

AI-16739 **21.A.5.**

Requesting approval to declare as surplus for Auction scheduled 8-22-2009 CC REGULAR

Date:	08/04/2009
Submitted By:	Ralph Alvarez, 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/Abandoned & Unclaimed and/or Seized) for the purpose of disposition through auction as set forth through Texas Local Goverment Code 263.152.(a)(1) and as further detailed on the Exhibit attached hereto.

BACKGROUND

Auction will take place on Saturday 8-22-2009 at Abrego's Trucking Service.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Expenses that are County's responsibility include: advertising costs (paid by County) and fee for auctioneer deducted from gross auction sales.

Attachments

Link: agenda copy 8-22-2009

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/30/2009 10:37 AM	APRV
2	Budget & Management	Erika Zamora	07/30/2009 11:05 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	07/30/2009 12:25 PM	APRV
4	Auditor's Office		07/31/2009 05:18 PM	NEW

Form Started By: Ralph Alvarez — Started On: 07/29/2009 04:27 PM

Final Approval Date: 07/31/2009

ASSET No.	DESCRIPTION OF ITEMS	SERIAL No.
05-28265	BLACK SPEAKER BOX DUAL SPEAKERS	A / U LIST 23
07-41287	KENWOOD CAR STEREO	A / U LIST 23
06-13932	GPX STEREO WITH SPEAKERS	A / U LIST 23
06-10078	BLACK AMPLIFIER 1000 WATTS	A / U LIST 23
07-11917	VENTURER 5 CD STEREO WITH SPKRS	A / U LIST 23
07-11917	SONY CAR STEREO (CD PLAYER)	A / U LIST 23
07-11917	SATURN CAR STEREO	A / U LIST 23
07-11917	FORD STEREO	A / U LIST 23
07-11917	FORMULA STEREO (CD PLAYER)	A / U LIST 23
07-11917	JVC CAR STEREO (CD PLAYER)	A / U LIST 23
07-11917	EXTREME SOUND CAR STEREO (CD PLYR)	A / U LIST 23
07-11917	SONY CAR STEREO (CD PLAYER)	A / U LIST 23
07-11917	COUGAR CAR STEREO	A / U LIST 23
07-11917	JVC CAR STEREO FACE PLATE	A / U LIST 23
07-11917	JVC CAR STEREO FACE PLATE	A / U LIST 23
07-11917	RCA 3 CD STEREO	A / U LIST 23
07-11917	DURABRAND TV	A / U LIST 23
07-11917	MAGANAVOX TV	A / U LIST 23
07-11917	DURABRAND TV	A / U LIST 23
07-11917	EMERSON STEREO	A / U LIST 23
07-40393	RED ICVE CHEST W/ VARIOUS TOOLS	A / U LIST 23
07-38539	PLAYSTATION W/WIRES, CONTROLLERS	A / U LIST 23
	RYOBI FLASHLIGHT	A / U LIST 23
07-11917	SKIL 12 VOLT DRILL	A / U LIST 23
07-11917	GREY TOOLBOX W/MISC TOOLS	A / U LIST 23
07-11917	400AMP BATTERY CHARGER	A / U LIST 23
07-11917	BLACK & DECKER BITS SET	A / U LIST 23
	BLACK & DECKER DRILLING, SCREW SET	A / U LIST 23
07-11917	MASTER CRAFT TOOLBOX W/ TOOLS	A / U LIST 23
07-11917	CRAFTSMAN TOOL BOX W/TOOLS	A / U LIST 23
	SKILSAW 2 1/8 HP	A / U LIST 23
07-16722	COLEMAN 250PSI COMPRESSOR	A / U LIST 23
07-11917	MAKITA GRINDER	A / U LIST 23
07-11917	PANASONIC TV	A / U LIST 23
07-11917	SEARS BATTERY CHARGER	A / U LIST 23
07-11917	BLACK & DECKER TOOL BAG W/TOOLS	A / U LIST 23
07-11917	MAKITA CIRCULAR SAW	A / U LIST 23
07-11917	ADMIRAL TV	A / U LIST 23
07-11917	MITSUMI KEYBOARD	A / U LIST 23
07-11917	DEWALT ROUTER	A / U LIST 23
07-11917	PORTER CABLE STAPLE GUN	A / U LIST 23
07-11917	CRAFTSMAN STAPLE GUN	A / U LIST 23
07-11917	CAMPBELL IMPACT WRENCH	A / U LIST 23
07-11917	SPOTNAILS NAIL GUN	A / U LIST 23
07-11917	PORTER CABLE NAIL GUN	A / U LIST 23
07-11917	DUO-FAST NAIL GUN	A / U LIST 23
07-11917	SPOTNAILS NAIL GUN	A / U LIST 23
07-11917	PORTER CABLE NAIL GUN	A / U LIST 23
07-11917	PORTER CABLE NAIL GUN	A / U LIST 23
07-11917	BLACK & DECKER JIGSAW W/CASE	A / U LIST 23

07-11917	DUO-FAST NAIL GUN	A / U LIST 23
07-11917	BLACK & DECKER FINISHING SANDER	A / U LIST 23
07-11917	BLACK & DECKER SANDER	A / U LIST 23
07-11917	SKIL SAW CIRCULAR SAW	A / U LIST 23
07-11917	FEATHER LITE WEEDEATER	A / U LIST 23
07-11917	MINI STORAGE TV	A / U LIST 23
07-11917	SONY XPLOD AMPLIFIER	A / U LIST 23
07-11917	STINGER CHISEL SET	A / U LIST 23
07-11917	JBL SPEAKER	A / U LIST 23
07-11917	2-SONY DVD BURNER 2 REMOTES	A / U LIST 23
07-11917	GALAXY CB RADIO	A / U LIST 23
07-11917	PUNCH SPEAKER W/BOX	A / U LIST 23
07-11917	BLUE GRINDER W/ LIGHT	A / U LIST 23
07-11917	MAGANAVOX TV	A / U LIST 23
07-11917	PHILIPS VCR	A / U LIST 23
07-11917	GREEN GRINDER W/ CASE	A / U LIST 23
07-11917	BLACK & DECKER GRINDER	A / U LIST 23
07-11917	COLEMAN POWER INVERTER	A / U LIST 23
07-11917	POWERLINE INVERTER	A / U LIST 23
07-11917	LEGACY AMPLIFIER	A / U LIST 23
07-11917	RCA VCR	A / U LIST 23
07-11917	RCA VCR	A / U LIST 23
07-11917	PIONEER AMPLIFIER	A / U LIST 23
07-11917	SAMSUNG VCR	A / U LIST 23
07-11917	6' CAR POLISHER	A / U LIST 23
07-11917	RUSTED TOOL BOX W/ TOOLS	A / U LIST 23
07-11917	BLACK & DECKER GRINDER	A / U LIST 23
07-11917	MEMOREX VCR	A / U LIST 23
07-11917	WELDING HELEMT	A / U LIST 23
07-11917	DURABRAND SMALL RADIO	A / U LIST 23
07-11917	2- RCA SPEAKERS	A / U LIST 23
07-11917	GREEN GRINDER	A / U LIST 23
07-11917	GALAXY CB RADIO	A / U LIST 23
07-11917	BLACK TOOLBOX W/ TOOLS	A / U LIST 23
	CIRCULAR SAW MILWUKEE	A / U LIST 23
	MONITOR SMILY	A / U LIST 23
	SPEAKER BOX PIONEER	A / U LIST 23
	CPU CONTINENTAL	A / U LIST 23
	ARC WELDER	A / U LIST 23
	BLACK CD CASE W/ CD'S	A / U LIST 23
	BLACK CD CASE W/ CD'S	A / U LIST 23
	BLACK CD CASE W/ CD'S	A / U LIST 23
	BLACK CD CASE W/ CD'S	A / U LIST 23
	BLACK CD CASE W/ CD'S	A / U LIST 23
	CD VISER W/CD'S	A / U LIST 23
	BLUE CD CASE W/ CD'S	A / U LIST 23
	PURPLE CASE W/CD'S	A / U LIST 23
07-09008	ASYLUM GRAPHIC CARD	A / U LIST 23
07-21757	2-BLACK WHEELS	A / U LIST 23
07-21757	4-SILVER RIMS W/TIRES	A / U LIST 23
07-36306	BISSEL VACCUM CLEANER	A / U LIST 23
07-36306	HOOVER VACCUM CLEANER	A / U LIST 23

07-36306	JENSON SMALL TV	A / U LIST 23
07-36306	RCA BOOM BOX (SILVER)	A / U LIST 23
07-36306	COTTON CANDY MAKER	A / U LIST 23
07-36306	MVP BLUE BAG	A / U LIST 23
07-36306	RED/BLUE PRE-K BAG	A / U LIST 23
07-38920	CRAFTSMAN LAWNMOWER	A / U LIST 23
	PANCAKE COMPRESSOR 2HP	A / U LIST 23
	TRONICS TV	A / U LIST 23
07-00396	BLACK TOOLBOX W/ TOOLS	A / U LIST 23
	RED CRAFTSMAN TOOLBOX W/TOOLS	A / U LIST 23
06-00735	STANLEY TOOLBOX W/ TOOLS	A / U LIST 23
06-22379	13" DAEWOOD TV	A / U LIST 23
06-22379	19" ORION BLACK TV	A / U LIST 23
07-11917	BLUE AIR COMPRESSOR	A / U LIST 23
	DAYTONA TIRE W/ RIM	A / U LIST 23
07-11917	HUFFY MOUNTAIN BIKE	A / U LIST 23
07-11917	18 SPEED ROADMASTER BIKE	A / U LIST 23
07-11917	BLUE ROADMASTER BIKE	A / U LIST 23
06-35053	DEWALT DRILL	A / U LIST 23
07-09008	BOX W/ASSORTED DVD'S	A / U LIST 23
09-32773	SKIL SAW W/CASE	A / U LIST 23
07-09008	MAKITA DRILL	A / U LIST 23
06-32773	KENWOOD STEREO	A / U LIST 23
	BLACK CD CASE W/ CD'S	A / U LIST 23
07-11917	ZENITH TV	A / U LIST 23
07-11917	ROLAND PRO LAWNMOWER	A / U LIST 23
07-11917	AIR COMPRESSOR	A / U LIST 23
07-11917	AIR COMPRESSOR	A / U LIST 23
07-11917	HOMELITE WEEDEATER	A / U LIST 23
07-11917	RYOBI WEEDEATER	A / U LIST 23
07-11917	JACK	A / U LIST 23
06-32773	ECHO WEEDEATER	A / U LIST 23
07-11917	JACK	A / U LIST 23
06-32773	SNAPPER WEEDEATER	A / U LIST 23
07-08064	TYPEWRITER	A / U LIST 23
06-06927	JIG SAW	A / U LIST 23
07-08064	TELESCOPE	A / U LIST 23
	5-EXTENSIONS CORDS	A / U LIST 23
	HEWLETT PACKARD MONITOR & KYBOARD	A / U LIST 23
	A/C UNIT WINDOW	A / U LIST 23
06-20735	METAL DETECTOR	A / U LIST 23
06-13486	BLACK WHIRLPOOL STOVE	A / U LIST 23
06-13486	BLACK WHIRLPOOL DISH WASHER	A / U LIST 23
06-10877	BMX- WHEELER	A / U LIST 23
06-18332	WEST COAST CHOPPER BIKE	A / U LIST 23
06-13577	3- FISHING POLES	A / U LIST 23
06-21823	BLUE BIKES	A / U LIST 23
06-21823	SONUS BIKE	A / U LIST 23
06-24683	NEXT BIKE	A / U LIST 23
06-21823	MONGOOSE BIKE	A / U LIST 23
06-21823	SILVER BIKE	A / U LIST 23
06-21823	BLUE/ SILVER BIKE	A / U LIST 23

06-21823	HAWK BIKE	A / U LIST 23
06-21823	BLACK BIKE	A / U LIST 23
06-21823	PINK BIKE	A / U LIST 23
06-21823	BLUE BIKE (PARTIAL)	A / U LIST 23
06-21823	SMALL MONGOOSE BIKE	A / U LIST 23
06-21823	YELLOW MONGOOSE	A / U LIST 23
	PACIFIC BIKE	A / U LIST 23
	WHITE BIKE	A / U LIST 23
	CHOPPER BIKE	A / U LIST 23
	NEXT BIKE	A / U LIST 23
	NEXT BIKE	A / U LIST 23
	KENT BIKE	A / U LIST 23
	GREEN HUFFY BIKE	A / U LIST 23
	BLACK NEXT BIKE	A / U LIST 23
	SCHWIN BIKE	A / U LIST 23
	CRAFTSMAN BLOWER	A / U LIST 23
	4- LEVERS	A / U LIST 23
	WELDING HOSE W/GUAGE	A / U LIST 23
	14- PLAYSTATION 2 GAMES	A / U LIST 23
86598	PLAYSTATION W/ 2 CONTROLS	A / U LIST 23
	32" AKAI TV	A / U LIST 23
	BRIGGS STRATON LAWN MOWER	A / U LIST 23
06-28249	AUDIO VOX DVD PLAYER	A / U LIST 23
	SAMSUNG DIGITAL PLAYER	A / U LIST 23
	PANASONIC DVD HOME THEATER	A / U LIST 23
	SHARP FLAT PANEL THEATER SYSTEM	A / U LIST 23
	MAKITA SAW W/CASE	A / U LIST 23
	MAKITA SAW W/CASE	A / U LIST 23
	TABLE SAW	A / U LIST 23
	CAMPBELL AIR COMPRESSOR	A / U LIST 23
	HITASHI NAIL GUN	A / U LIST 23
	GIBSON 16 PL DISHSET	A / U LIST 23
	BASKET W/ASSORTED DISHES /WALL CLK	A / U LIST 23
	PHILIPS CD PLAYER/STEREO/2 SPEAKERS	A / U LIST 23
	OZONE BIKE	A / U LIST 23
	RENEGADE BIKE	A / U LIST 23
	ROCK IT BIKE	A / U LIST 23
	ROCK IT BIKE	A / U LIST 23
	BLUE COLUMBIA BIKE	A / U LIST 23
	CHAOS BIKE	A / U LIST 23
	FUGITIVE BIKE	A / U LIST 23
	COBRA BIKE	A / U LIST 23
	QUANTUM LAWN MOWER	A / U LIST 23
	MAGNA BIKE	A / U LIST 23
	TALLSMAN BIKE	A / U LIST 23
	ALL TERAIN SHOCK BIKE	A / U LIST 23
	ALL TERRAIN	A / U LIST 23
	MURRAY	A / U LIST 23
	BLACK BIKE	A / U LIST 23
	RALIEGH BIKE	A / U LIST 23
	45" MITSUBISHI TV	A / U LIST 23
05-39480	ROADMASTER BIKE	A / U LIST 23

06-00566	GOLD BIKE	A / U LIST 23
05-40982	MAROON BIKE	A / U LIST 23
05-36714	PURPLE MANGOOSE BIKE	A / U LIST 23
05-33582	BLUE MAGMA BIKE	A / U LIST 23
05-32270	PURPLE GIRLS BIKE	A / U LIST 23
06-34875	EX GAMES RED BIKE	A / U LIST 23
05-30763	NEXT BIKE	A / U LIST 23
05-33064	PINK HARVEST BIKE	A / U LIST 23
06-34200	HUFFY LT BIKE	A / U LIST 23
05-30338	MGX BIKE	A / U LIST 23
06-00422	ROADMASTER BIKE	A / U LIST 23
07-28483	XR 25 MONGOOSE	A / U LIST 23
06-35053	2 DB SPEAKER W/ SPEAKER BOX	A / U LIST 23
06-35053	RYOBI CASE	A / U LIST 23
	WELDING HELEMT W/ GLOVES	A / U LIST 23
05-19323	WEIGHT BENCH	A / U LIST 23
	4-EXTENSION CORDS	A / U LIST 23
06-33643	TILE CUTTER	A / U LIST 23
	SATELLITE	A / U LIST 23
07-16722	RULANA BIKE	A / U LIST 23
06-34803	25" SANYO TV	A / U LIST 23
08-12929	BEIGE AIR CONDITIONER WINDOW UNIT	A / U LIST 23
05-29740	BLACK CD CASE W/ CD'S	A / U LIST 23
08-13399	REALISTIC AM/FM TUNER	A / U LIST 23
06-34803	SONY CD STEREO	A / U LIST 23
06-27746	ROADMASTER BIKE	A / U LIST 23
06-34803	QUANTUM LAWN MOWER	A / U LIST 23
08-10314	BISSEL VACCUM CLEANER	A / U LIST 23
08-17406	WINDOW A/C UNIT	A / U LIST 23
07-28139	WHIRPOOL WINDOW A/C UNIT	A / U LIST 23
07-27378	SEARS A/C UNIT	A / U LIST 23
07-36306	SONT TV	A / U LIST 23
	ORION TV	A / U LIST 23
	RED TOOLBOX W/ TOOLS	A / U LIST 23
08-20620	RIDGID VACUUM CLEANER	A / U LIST 23
07-34930	BRIGGS STRATON LAWN MOWER	A / U LIST 23
	BRIGGS STRATON LAWN MOWER (RED)	A / U LIST 23
	MARRAY LAWNMOWER	A / U LIST 23
	PACIFIC PURPLE BIKE	A / U LIST 23
	YELLOW RHINO BIKE	A / U LIST 23
06-09762	SCHWIN CHOPPER BIKE	A / U LIST 23
06-277792	TEMPO MEN'S BIKE	A / U LIST 23
	TEMPO BIKE	A / U LIST 23
	ALUMINUM MONGOOSE BIKE	A / U LIST 23
	RED NEXT BIKE	A / U LIST 23
	RED MURRAY LAWNMOWER	A / U LIST 23
06-28945	12 VOLT BATTERY CHARGER	A / U LIST 23
06-34803	FEATHER LITE WEEDEATER	A / U LIST 23
07-27126	RED SCOOTER	A / U LIST 23
06-33198	SANTS CLAUS TOY	A / U LIST 23
	RIM W/TIRE	A / U LIST 23
	6-RIMS W/ TIRES	A / U LIST 23

07-41379	MAGNAVOX DVD PLAYER	A / U LIST 23
06-40517	GRAY AMPLIFIER	A / U LIST 23
	BRIGGS & STRATTON POWER WASHER	A / U LIST 23
04-13492	MURRAY LAWN MOWER	A / U LIST 23
06-08239	BRIGGS & STRATTON LAWN MOWER	A / U LIST 23
06-36446	SIMONIZ POWER WASHER	A / U LIST 23
	HONDA POWER WASHER	A / U LIST 23
	COLEMAN AIR COMPRESSOR	A / U LIST 23
	CAMPBELL AIR COMPRESSOR	A / U LIST 23
06-06927	DURABRAND STEREO	A / U LIST 23
06-08880	LINCOLN ARC WELDER	A / U LIST 23
08-22134	BLUE FLOOR JACK 3 1/2 TON	A / U LIST 23
06-20635	HAMMER	A / U LIST 23
06-12366	CURL BAR	A / U LIST 23
06-07779	RED BOLT CUTTERS	A / U LIST 23
06-12183	RED PIPE WRENCH	A / U LIST 23
06-13983	YELLOW W/BLACK BOLT CUTTERS	A / U LIST 23
06-02281	RED POST HOLE	A / U LIST 23
06-02281	YELLOW HANDSAW	A / U LIST 23
06-12038	SLEDGEHAMMER IRON CROWBAR	A / U LIST 23
06-15023	CROWBAR	A / U LIST 23
06-24723	2 HAMMERS 2 SCREWDRIVERS	A / U LIST 23
06-25558	DEMARINI TEE-BALL BAT	A / U LIST 23
06-21887	BLACK CROWBAR	A / U LIST 23
06-12287	SILVER & BLACK HAX- SAW	A / U LIST 23
06-09724	2 SCREWDRIVERS	A / U LIST 23
05-06314	8 MM CAMERA	A / U LIST 23
06-08419	T-PIPE (METAL)	A / U LIST 23
	HAX-SAW	A / U LIST 23
06-23862	METAL HAMMER	A / U LIST 23
05-30148	COMPANION ELECTRIC GRINDER	A / U LIST 23
05-30148	RED & BLACK HAND AXE	A / U LIST 23
05-30148	SLEDGE HAMMER	A / U LIST 23
05-30148	PICK-AXE	A / U LIST 23
	MFC FAX MACHINE	A / U LIST 23
07-11917	HOMELITE CHAINSAW	A / U LIST 23
07-11917	ROUTER	A / U LIST 23
08-25698	RYOBI LEAF BLOWER	A / U LIST 23
08-18130	CRAFTSMAN ELECTRIC TILLER	A / U LIST 23
07-37703	FEATHER LITE WEEDEATER	A / U LIST 23
08-14124	SPEAKER BOX W/SPEAKER	A / U LIST 23
	SPEAKER BOX W/SPEAKER	A / U LIST 23
06-39637	GOLF CLUB	A / U LIST 23
07-16722	33" PANASONIC TV	A / U LIST 23
	YELLOW SHOT CREEPER	A / U LIST 23
	GOLF CLUB	A / U LIST 23
06-24238	PICK -AXE	A / U LIST 23
	PIONEER CAR STEREO	A / U LIST 23
07-21757	PLAYSTATION 2 SYSTEM W/ 1 CONTROL	A / U LIST 23
	MEMOREX DVD PLAYER	A / U LIST 23
08-24272	RED TOOLBOX W/ TOOLS	A / U LIST 23
08-24272	YELLOW TOOLBOX W/ TOOLS	A / U LIST 23

08-24272	MERCIK LCD COLOR MONITOR	A / U LIST 23
08-24272	SONY DVD PALYER	A / U LIST 23
08-24272	EMERSON DVD / VCR COMBO	A / U LIST 23
08-24272	CYBERHOME DVD PLAYER	A / U LIST 23
08-24272	MAGNAVOX DVD / VCR COMBO	A / U LIST 23
08-24272	BLACK CRAFTSMAN TOOLBOX W/TOOLS	A / U LIST 23
08-24272	MURRAY LAWN MOWER	A / U LIST 23
08-24272	CAMPBELL AIR COMPRESSOR	A / U LIST 23
08-24272	CRAFTSMAN AIR COMPESSOR	A / U LIST 23
08-24272	EVERLAST BOXING SET	A / U LIST 23
08-24272	27" RCA TV	A / U LIST 23
08-24272	WERNER LADDER	A / U LIST 23
08-24272	ALUMINUM LADDER	A / U LIST 23
08-24272	ALUMINUM LADDER	A / U LIST 23
	4- SKUFFLES	A / U LIST 23
	ROUTER	A / U LIST 23
08-24272	NEXT BIKE	A / U LIST 23
07-11917	FLOOD LIGHT	A / U LIST 23
08-24272	8- SCAFFOLES LEGS	A / U LIST 23
08-24272	SAMSUNG COMPUTER MONITOR	A / U LIST 23
08-24272	MIRUS COMPUTER W/ KEYBOARDS	A / U LIST 23
08-24272	25" RCA TV	A / U LIST 23
08-00602	BLACK BAG W/TOOLS	A / U LIST 23
08-24274	2 - CAR RAMPS	A / U LIST 23
08-13399	RED AIR TANK	A / U LIST 23
06-40517	PHILIPS DVD PLAYER	A / U LIST 23
	SKIL SAW	A / U LIST 23
	BLACK SPEAKER	A / U LIST 23
08-24272	COLWMAN MOSQUITO FOGGER	A / U LIST 23
07-11917	CRAFTSMAN RECIPOCATING SAW	A / U LIST 23
	VORCENT BOX W/ SPEAKER	A / U LIST 23
07-11917	TASK FORCE HEDGE TRIMMER	A / U LIST 23
08-24272	KENMORE DISH WASHER	A / U LIST 23
08-06598	BLUE TOOLBOX W/ TOOLS	A / U LIST 23
08-37407	GREEN LADDER	A / U LIST 23
08-37407	RED TOOLBOX W/ TOOLS	A / U LIST 23
08-37407	EXTENSION CORDS	A / U LIST 23
08-37407	EXTENSION CORDS	A / U LIST 23
	BLACK & DECKER IRON	A / U LIST 23
	BLACK & DECKER IRON	A / U LIST 23
	6- BLACK & DECKER IRONS BOX	A / U LIST 23
	CYCLONE FAN	A / U LIST 23
	COOKWARE BOX	A / U LIST 23
	COOKWARE BOX	A / U LIST 23
	COOKWARE BOX	A / U LIST 23
	PRESTO GRIDDLE	A / U LIST 23
	GALAXY FAN	A / U LIST 23
	GALAXY FAN	A / U LIST 23
	OSTER BLENDER	A / U LIST 23
	CYCLONE FAN	A / U LIST 23
	TABLE FAN	A / U LIST 23
	TABLE FAN	A / U LIST 23

	PLASTIC SNOWMAN	A / U LIST 23
	BATTERY	A / U LIST 23
05-35251	DEWALT DRILL W/CASE # 29,196	A / U LIST 23
	PIONEER STEREO # 29,121	A / U LIST 23
06-32773	CHAIN SAW POULAN	A / U LIST 23
	CRAFTSMAN BLOWER	A / U LIST 23
07-09008	ELECTRIC CRAFTS DRILL	A / U LIST 23
	SHOP-VAC (149)	A / U LIST 23
06-32773	MURRAY LAWN MOWER	A / U LIST 23
06-32773	CRAFTSMAN CHAUNSAW	A / U LIST 23
06-32773	MICROWAVE	A / U LIST 23
05-36827	CRAFTSMAN COMPRESSOR	A / U LIST 23
	SANDER #29 61	A / U LIST 23
	CIRCULAR SAW (212)	A / U LIST 23
	BATTER JUMPER #29 195	A / U LIST 23
	MILWAUKEE GRINDER # 29-36	A / U LIST 23
	UTILITY BELT # 29 157	A / U LIST 23
	SANDER #29 135	A / U LIST 23
	APEX DVD #29 3	A / U LIST 23
	2-SPEAKERS # 29 93	A / U LIST 23
	APEX TV # 29 150	A / U LIST 23
	CANON CAMERA	A / U LIST 23
05-34214	BLACK & DECKER SANDER	A / U LIST 23
05-34214	BLACK & DECKER DRILL	A / U LIST 23
05-34214	BLACK & DECKER GIG SAW	A / U LIST 23
	NAIL GUN # 29 12	A / U LIST 23
	SOCKET SET (191) (CASE)	A / U LIST 23
	TIRE IRONS (3) #29 220	A / U LIST 23
	SPRAY GUNS # 29 198	A / U LIST 23
	BLACK & DECKER DRILL CASE (99)	A / U LIST 23
	SOCKET SET (193)	A / U LIST 23
	SANDER # 29 30	A / U LIST 23
07-08064	SUIT CASE W/ MOVIES VHS	A / U LIST 23
	CRAFTSMAN TOOLBOX #29 188	A / U LIST 23
	BLACK YELLOW TOOLBOX W/ TOOL (200)	A / U LIST 23
	PAINT GUN # 29 52	A / U LIST 23
	PAINT GUN # 29 37	A / U LIST 23
	PAINT GUN # 25 15	A / U LIST 23
	HAND DRILL #29 54	A / U LIST 23
	IMPACT WRENCH # 29 162	A / U LIST 23
	SNAP ON PRESSURE GUN # 29 55	A / U LIST 23
	SANDER # 29 58	A / U LIST 23
	DRILL BIT SET BLACK & DECKER #29 6	A / U LIST 23
	SOCKET SET (194)	A / U LIST 23
	BOX W/ASSORTED SCREWS (202)	A / U LIST 23
	SOCKET SET # 29 192	A / U LIST 23
	WORKING TABLE (203)	A / U LIST 23
	SANDER # 29 59	A / U LIST 23
	CRAFTSMAN SET W/CASE (199)	A / U LIST 23
	SOCKETS SET W/CASE (190)	A / U LIST 23
	CIRCULAR SAW (196)	A / U LIST 23
	BLACK & DECKER DRILL SET (205)	A / U LIST 23

	BOLT CUTTERS	A / U LIST 23
	BOLT CUTTERS (198)	A / U LIST 23
	BAN SAW (210)	A / U LIST 23
	CIRCULAR SAW (214)	A / U LIST 23
	CIRCULAR SAW #29 209	A / U LIST 23
	ELECTRIC CHAIN SAW (211)	A / U LIST 23
	CRAFETSMAN WEED EATER (43)	A / U LIST 23
	MURRAY LAWN MOWER (52)	A / U LIST 23
	YARDMAN LAWNMOWER (36)	A / U LIST 23
	MURRAY LAWN MOWER (94)	A / U LIST 23
	BLACK & DECKER DRILL	A / U LIST 23
	BATTERY CHARGER (206)	A / U LIST 23
	SLEDGE HAMMER #29 (224)	A / U LIST 23
	AIR TECH HEATER	A / U LIST 23
	BATTERY BOOSTER	A / U LIST 23
	13" TV	A / U LIST 23
08-09405	SMARTWATER HEATER	A / U LIST 23
08-09405	DEWALT DRILL	A / U LIST 23
	32" RCA TV	A / U LIST 23
08-24272	OZONE BIKE	A / U LIST 23
09-06977	RED BIKE	A / U LIST 23
09-07588	BREAK POINT BIKE	A / U LIST 23
07-11917	WOODEN BOX W/MOVIES	A / U LIST 23
07-11917	CHAINSAW	A / U LIST 23
07-11917	NINTENDO 64	A / U LIST 23
07-11917	GPX STEREO	A / U LIST 23
	NORCENT DVD PLAYER 5-SPEAKERS	A / U LIST 23
	CASE W/SOCKETS	A / U LIST 23
	TOOLBOX SMALL W/TOOLS	A / U LIST 23
08-40186	HUFFY BIKE	A / U LIST 23
08-12187	MAROON NEXT BIKE	A / U LIST 23
07-34465	MAKO NEXT BIKE	A / U LIST 23
08-03074	CRAFTSMAN AIR COMPESSOR	A / U LIST 23
08-46410	GAS POWER WASHER	A / U LIST 23
	WEEDEATER	A / U LIST 23
	FLOOR JACK	A / U LIST 23
	POP-UP CANOPY	A / U LIST 23
09-05102	BLUE NEXT BIKE	A / U LIST 23
09-05102	MAROON NEXT BIKE	A / U LIST 23
	PINK BIKE	A / U LIST 23
07-35426	ABSOLUTE SPEAKER BOX W/SPEAKERS	A / U LIST 23
82774	12" SPX SPEAKER	A / U LIST 23
06-22428	HOT POINT MICROWAVE	A / U LIST 23
04-28582	20" SAMSUNG TV	A / U LIST 23
07-12207	20" SAMSUNG TV	A / U LIST 23
07-19245	WEEDEATER	A / U LIST 23
08-35966	WEEDEATER	A / U LIST 23
07-35900	BOLT CUTTERS	A / U LIST 23
08-09874	BOLT CUTTERS	A / U LIST 23
BOX 1	KALATEL MULTIPLEXER M#CBR-16CDT	M406-CT-0496
BOX 1	PELECO CAMERA M# ICS-CR3	O3337-42-0104-16

BOX 1	PELECO CAMERA M# ICS 2CA3	NA
BOX 1	PELECO CAMERA M# ICS-2CA3	NA
BOX 1	PELECO CAMERA BASE M# ICS-2CA3	O2319-29-0293-23
BOX 1	PELECO CAMERA BASE M# ICS-2CA3	O2319-29-0299-73
BOX 1	JVC CAMERA M#TK-C720U	15634372
BOX 1	JVC CAMERA M#TK-C720U	15634121
BOX 1	NEC PHONE M#DTP-1-2	BG02825866
BOX 1	NEC PHONE M#DTP-1-2	BG02825902
BOX 1	NEC PHONE M#DTP-1-2	BG02825916
BOX 1	NEC PHONE M#DTP-1-2	BG02825897
BOX 1	NEC PHONE M#DTP-1-2	BG02825911
BOX 1	NEC PHONE M#DTP-1-2	BG02825903
BOX 1	NEC PHONE M#DTP-1-2	BG02825923
BOX 1	NEC PHONE M#DTP-1-2	156D/SE00238363
BOX 1	NEC PHONE M#DTP-1-2	172D/SE00318277
BOX 1	NEC PHONE M#DTP-1-2	172D/SE00318279
BOX 1	NEC PHONE M#16-D-1	12308883/BH0095589
BOX 1	MITSUMI KEYBOARD M#KFK-EA4X7	265H3408-8686
BOX 1	COMPAQ KEYBOARD M#KB-0133	B55680EHCNY3QK
BOX 1	COMPAQ KEYBOARD M#KB-0133	B55680EHCNY4RJ
BOX 1	COMPAQ KEYBOARD M#KB-0133	B55680EHCNY4VN
BOX 1	COMPAQ KEYBOARD M#KB-0133	B55680EGANY08T
BOX 1	COMPAQ KEYBOARD M#KB-0133	B55680EHCNY4TP
BOX 1	COMPAQ KEYBOARD M#KB-0133	B55680EHCNY3QL
BOX 1	HP KEYBOARD M#KU-9963	BA49990AGSW659
BOX 1	MOUSE HP UA-E96	NA
BOX 1	MOUSE LOGITECH MS-89	NA
BOX 1	MOUSE LOGITECH	NA
BOX 1	MOUSE LOGITECH	NA
BOX 1	MOUSE LOGITECH	NA
BOX 1	MOUSE LOGITECH MUR69	NA
BOX 1	MOUSE LOGITECH MUR69	NA
BOX 1	MOUSE LOGITECH MUR69	NA
BOX 1	MOUSE MICROSOFT	NA
BOX 2	WIZ KID CAMERA M#WZ32C704WC-N10	321020580
BOX 2	WIZ KID CAMERA M#WZ32C704WC-N10	321020664
BOX 2	WIZ KID CAMERA M#WZ32C704WC-N10	2008013168
BOX 2	WIZ KID CAMERA M#WZ32C704WC-N10	321020610
BOX 2	WIZ KID CAMERA M#WZ32C704WC-N10	321020604
BOX 2	WIZ KID CAMERA M#WZ32C704WC-N10	321020638
BOX 2	WIZ KID CAMERA M#WZ32C704WC-N10	321020638
BOX 2	WIZ KID CAMERA M#WZ32C704WC-N10	321020599
BOX 2	WIZ KID CAMERA M#WZ32C704WC-N10	321020629
BOX 2	WIZ KID CAMERA M#WZ32C704WC-N10	321020589
BOX 2	WIZ KID CAMERA M#WZ32C704WC-N10	321050151
BOX 2	WIZ KID CAMERA M#WZ32C704WC-N10	321020650
BOX 2	WIZ KID CAMERA M#WZ32C704WC-N10	321020619
BOX 2	WIZ KID CAMERA M#WZ32C704WC-N10	321020634
BOX 2	WIZ KID CAMERA M#WZ32C704WC-N10	321020598
BOX 2	WIZ KID CAMERA M#WZ32C704WC-N10	321020647
BOX 2	WIZ KID CAMERA M#WZ32C704WC-N10	321020585
BOX 2	WIZ KID CAMERA M#WZ32C704WC-N10	321020627

BOX 2	WIZ KID CAMERA M#WZ32C704WC-N10	321020612
BOX 2	MISC DELTA SECTION TOTAL 6	NA
BOX 2	WIZ KID CAMERA	NA
BOX 2	WIZ KID CAMERA	NA
BOX 2	WIZ KID DOME	NA
BOX 3	TOTAL LINE AIR DUCT SENSOR M#DH10	NA
BOX 3	TOTAL LINE AIR DUCT SENSOR M#DH10	NA
BOX 3	TOTAL LINE AIR DUCT SENSOR M#DH10	NA
BOX 3	TOTAL LINE AIR DUCT SENSOR M#DH10	NA
BOX 3	TOTAL LINE AIR DUCT SENSOR M#DH10	NA
BOX 3	GAMEWELL RELAY, CONTROL ELEMENT	RCE-95/TOTAL 9
BOX 3	GAMEWELL POINT ID DEVICE	PID-95P
BOX 3	REMOTE MANUAL PULL STATION	4835/ TOTAL 2
BOX 3	GAME FIRE PULL STATION	M#MS-95
AD097-40	CANON MP11DX	NA
SH01	VIEW SONIC 14ES	A162600128
SH02	HP FLAT PANEL MONITOR	1818BP2502243
SH03	HP FLAT PANEL MONITOR	0201-4
SH04	HP FLAT PANEL MONITOR	0202-5
SH05	HP FLAT PANEL MONITOR	0204-4
SH06	COMPAQ MONITOR	CN246YF311
SH07	COMPAQ MONITOR	CN246YF298
SH08	HP PAVILION M50	TH02706969
SH09	HP PAVILION M50	THTBS-05-968
SH10	NEC PHONE	770086
SH11	EPSON STYLUS PHOTO R200	FR5K472662
SH12	CCTV COLOR MONITOR	35PRC03646
SH13	NAT. ELECTRONICS NL221 STAMPER	U-71919
SH14	COMPAQ MONITOR	CN246YF272
SH15	TX INSTRUMENTS CALCULATOR	82553803
SH16	SHARP-CALCULATOR	6D024223
AD097-47	8 MOTOROLA RADIO CHARGERS (BOXED)	P1225
SH18	NEC POWERMATE 2133	72006438US
SH19	MTI AMPLIFIER 91043	NA
SH20	INTELLISENSE CAMERA	2028514
SH21	CTX COLOR MONITOR	1W2-13709750
SH22	HP PRINTER DESKJET 842C	CN0981M225
SH23	BEL KIN POWER BACK-UP	20106B470787 WH
SH24	EPSON C88+	JKDY275899
AD097-47	3 COMPAQ MOUSES (BOXED)	NA
SH26	COMPAQ MONITOR 5500	CN246YE784
SH27	COMPAQ KEYBOARD KB-0133	NA
AD097-47	HP MOUSE # MO15K (BOXED)	46C18585
SH30	COMPAQ 5500	CN246YF306
SH31	HP - 7540	CNN71506FZ
SH32	COMPAQ 5500	CN246YF185
SH33	COMPAQ 5500	CN246YF198
SH34	COMPAQ 5500	CN247YA044
SH35	COMPAQ 5500	CN245YC221
SH36	COMPAQ 5500	CN245YC761
SH37	COMPAQ 5500	CN246YF295
AD097-175	BLACK PHONE CABLE	NA

AD097-189	BOX WITH LIGHTS AND RADIO FOR CAR	NA
37395	CANON LASER CLASS 900L	NA
AD097-175	SONY PHONE	NA
AD097-187	GRAY & BLACK STACKTON TOOLBOX	NA
AD097-183	DUAL GRINDER	NA
13685	DESK-TWO PIECE/BROWN TOP	NA
26868	DESK	NA
AD097-164	MAROON LEATHER CHAIR	C120722
AD097-161	BLACK LEATHER CHAIR	31813
AD097-159	BLUE CHAIR WITH WOOD HANDLES	42-5662
AD097-160	BLUE CLOTH CHAIR	6615835150
AD097-166	WATER PUMP GENERATOR	SEB2ULE51C136827
AD097-172	BLACK-FORD BRUSH GUARD	NA
31886	BLACK-FORD BRUSH GUARD W/WENCH	878673
AD097167	WATER PUMP GENERATOR	SEB2ULE51C117678
AD097-188	SPRAY N GO SPRAYER	NA
AD097-182	POWER CONVERTER FOR WENCH "REDW"	NA
AD097-165	MAROON LEATHER CHAIR	120722
17861	WOOD CHAIR W/TAN UPHOLSTERY	NA
AD097-162	GRAY CHAIR W/ARM REST	Q1710-451
AD097-163	GRAY CHAIR W/ARM REST	Q1710-451
2935	BLACK LEATHER CHAIR	CA-35058 RC
AD097-155	GRAY CHAIR	69A7019
AD097-158	MAROON CHAIR W/ARM REST	CA-34158
AD097-157	MAROON CHAIR	1610276
AD097-156	GRAY BLACK CHAIR	31813
28147	AQUA GREEN CHAIR	21044
AD097-185	PULL WENCH	25354
AD097-184	PULL WENCH	829892
AD097-186	TRAILER JACK ORANGE	NA
AD097-173	22 TON AIR FLOOR JACK GRAY	F11977
AD097-154	17" RIM W/TIRE "BLACK"	NA
AD097-175	3- YELLOW CABLES	NA
AD097-175	1 WHITE CABLE	NA
AD097-175	1 BLUE CABLE	NA
AD097-175	AT&T CHARGER	1487
31585	EMERGENCY STROBE LIGHTS OVERHEAD	NA
AD097-169	EMERGENCY STROBE LIGHTS OVERHEAD	63952
31584	OVERHEAD LIGHTS	NA
AD097-168	OVERHEAD LIGHTS	NA
AD097-14	QUARTET GRAY METAL COMP STAND	NA
AD097-16	QUARTET GRAY METAL COMP STAND	NA
46911	FUGITSU SCANNER FI-5750C	103143
AD097-21	(1) 2-HOLE PUNCHER	NA
21059	RED LEATHER EXECUTIVE CHAIR	NA
AD097-25	DETECTO WEIGHT SCALE	NA
AD097-23	WOODEN DOOR	NA
AD097-38	METAL MINUTE BINDER SHELVES	NA
AD097-39	METAL MINUTE BUNDER SHELVES	NA
AD097-27	HP DESKJET 940C	MX1AK6F1MH
AD097-43	WHITE DRY ERASE BOARD 2X3	
AD097-42	GBC LAMINATING MACHINE	RF13077X

AD097-41	LABEL MAKER COGNITIVE	J051242447
AD097-40	SHARP CALCULATOR	0D019161
AD097-40	GBC PAPERCUTTER	9712
AD097-30	CANON CALCULATOR	2142281
AD097-30	(2) DELL BLK COMPU KEYBOARDS	
AD097-30	DELL MOUSE	
AD097-45	SYMBOL SCANNER STAND ONLY	LS4004-I100
AD097-28	SMITH CORONA GRAY TYPR WRITER	KA13
AD097-44	(8) COUNTY SEAL STAMP	PA1
AD097-29	XEROX FAX CENTRE	VFF238232
AD097-44	(3) NUMBER STAMPER	RNM-6-7
AD097-30	IDEAL 6710 STAMPER	NA
AD097-30	(2) BEIGE SPEAKERS	NA
AD097-30	(3) BEIGE MOUSE	NA
AD097-30	(2) MOTOROLA 2-WAY RADIO	T5500
AD097-44	SWINGLINE STAPLER 20-120	90010
AD097-15	BROTHER ML100 TYPEWRITER	C7K901812
AD097-180	(2) HP COLOR LASERJET TONER	NA
AD097-175	(2) XEROX SOLID INK 8400 CYAN MAGNET	NA
AD097-175	(2) FLOPPY DRIVES	NA
AD097-175	CD ROM (PHILIPS)	NA
AD097-174	WALL PAPER HOLDER	NA
AD097-180	(23) BOXES OF TONER	NA
AD097-178	AFICIO CL3500N PRINTER	60801836
AD097-177	AFICIO CL3500N PRINTER	60800018
AD097-179	HP DESKJET 960C	MY13C1CR0
AD097-171	HP OFFICEJET PRO K550	SG72Q1027
30878	GE CAMCORDER	NA
AD097-175	FLOPPY DRIVE	NA
AD097-175	SCREEN COVER FOR COMPU SCREEN	NA
AD097-176	IMPRESSION MONITOR	NA
ME000183	APC POWER SURGE	NA
AD097-63	HIGH BACK BLUE OFFICE CHAIR	NA
AD097-61	HIGH BACK BLUE OFFICE CHAIR	NA
AA001504	DELL COMPUTER GX270	30PTR51
AA001494	DELL COMPUTER GX270	8ZTR51
AA001512	DELL COMPUTER GX270	3XNTR51
AA001499	DELL COMPUTER GX270	2YNTR51
AA001508	DELL COMPUTER GX270	4XNTR51
AA001497	DELL COMPUTER GX270	5XNTR51
AA001491	DELL COMPUTER GX270	5ZNTR51
AA001507	DELL COMPUTER GX270	6ZNTR51
AA001514	DELL COMPUTER GX270	DZNTR51
AA001500	DELL COMPUTER GX270	10PTR51
AA001498	DELL COMPUTER GX270	B0PTR51
AA001501	DELL COMPUTER GX270	HZNTR51
AA001492	DELL COMPUTER GX270	FZNTR51
AA001490	DELL COMPUTER GX270	4YNTR51
AA001510	DELL COMPUTER GX270	9ZNTR51
AA001513	DELL COMPUTER GX270	JXNTR51
AA001502	DELL COMPUTER GX270	6XNTR51
AA001503	DELL COMPUTER GX270	7XNTR51

AA001493	DELL COMPUTER GX270	JWNTR51
AA001495	DELL COMPUTER GX270	HWNTR51
AA001511	DELL COMPUTER GX270	7YNTR51
AA001496	DELL COMPUTER GX270	9XNTR51
AA001509	DELL COMPUTER GX270	80PTR51
AA001506	DELL COMPUTER GX270	60PTR51
AA01479	DELL POWER EDGE 700	FFWRR51
AD097-93	5 DELL KEYBOARDS	NA
AD097-94	5 DELL KEYBOARDS	NA
AD097-95	5 DELL KEYBOARDS	NA
AD097-96	5 DELL KEYBOARDS	NA
AD097-97	4 DELL KEYBOARDS	NA
AD097-91	2 GATEWAY KEYBOARDS	NA
AD097-92	3 VARIOUS MAKERS KEYBOARD	NA
AD097-126	PSA SECURITY NETWORK	9603002708
AD097-98	DELL MONITOR	48GBK6E
AD097-99	DELL MONITOR	48GBJZN
AD097-100	DELL MONITOR	485FMA0
AD097-101	DELL MONITOR	48GBK5L
AD097-102	DELL MONITOR	48GBJZG
AD097-103	DELL MONITOR	48GBK6Y
AD097-104	DELL MONITOR	48GBK0D
AD097-105	DELL MONITOR	485FMB0
AD097-106	DELL MONITOR	485FM9D
AD097-107	DELL MONITOR	48GBJZH
AD097-108	DELL MONITOR	48GBK0E
AD097-109	DELL MONITOR	48GBK5H
AD097-110	DELL MONITOR	485FMAX
AD097-111	DELL MONITOR	48GBK70
AD097-112	DELL MONITOR	485FM97
AD097-113	DELL MONITOR	48GBK69
AD097-114	DELL MONITOR	485FM9J
AD097-115	DELL MONITOR	485FMAV
AD097-116	DELL MONITOR	485FMAT
AD097-117	DELL MONITOR	48GBK5G
AD097-118	DELL MONITOR	48GBK6Z
AD097-119	DELL MONITOR	48GBK5K
AD097-120	DELL MONITOR	48GBK5J
AD097-121	DELL MONITOR	485FMA4
AS097-123	DELL MONITOR	48GBK6A
AD097-124	HP 7550 MONITOR	MYA43902GG
AD097-124	HP 7550 MONITOR	MYA43602YC
AA001231	1 TOSHIBA MONITOR	7010170
AD097-122	1 GATEWAY MONITOR	8218539
AD097-127	UBM COMPUTER TOWER	J0066
AD097-128	UBM COMPUTER TOWER	J0085
AA001048	DIGICOM COMPUTER TOWER	NA
AD097-129	UBM COMPUTER TOWER	J004D
AD097-130	UBM COMPUTER TOWER	J0003
AA001369	LINKSYSTEM 16 PORT HUB	106000034
AD097-131	UBM COMPUTER TOWER	J00*8
AD097-133	7 MISC COMPUTER CABLES	NA

AD097-132	1 KENWOOD MOBILE RADIO HAND MIC	NA
AD097-68	3 MISC. COMPUTER SOFTWARE CD'S	NA
AD097-136	1 DELL COMPUTER MOUSE	NA
NA	2 COMPUTER MANUALS	NA
AA000552	PANASONIC T.V.	AR30540290
AD097-67	NEC FLOPPYDISK DRIVE	BPDS093935
AA001318	NATIONAL ELECTRONICS	1023075
AA01832	DELL OPTIPLEX 745 COMPUTER	4HDZLD
AD097-64	24 PAIRS HEADPHONES	NA
AD097-65	D-LINK ROUTER DSS-8+	0121B3417549
AD097-66	D-LINK ROUTER DSS-8+	121B3417550
AA001169	JWD DAVIES AUDIO AMP	18992
AA000047	CANON VOO82	KA2013421
AA001297	HP 2100 LASERJET PRINTER	ESDD013235
AD097-84	PELCO SECURITY MONITOR	405008795
AD097-72	COMDIAL TELEPHONE BOX (BLACK)	22906/0010066164
AD097-69	4 NEC TELEPHONES	NA
AD097-70	TEXAS INST ADDING MACHINE	127509
AD097-73	21 COMPUTER MICE	NA
AD097-71	MISC. INTERNET CABLES	NA
AA001256	XEROX S5855 COPIER	C7C-147342
AA001435	DELI SLICER	NA
AA000053	4 DRAWR METAL FILING CABINET	NA
AA000062	4 DRAWR METAL FILING CABINET	NA
23704	4 DRAWR METAL FILING CABINET (RED)	NA
AD097-75	4 DRAWR METAL FILING CABINET	NA
AA001170	CRAFTMAN RIDING MOWER 18.5 HP	020397C002448
AD097-74	METAL DESK W/WEED TOP	NA
AA000064	WOOD DESK W/RETURN	NA
AD097-76	METAL DESK	NA
AA001386	BLACK METAL DESK	NA
AA000083	WOOD DESK	NA
AA000086	WOOD DESK	NA
AA000081	WOOD DESK	NA
AA001180	FLOOR BUFFER	NA
AA001261	FOOD DISPOSAL MODEL 200	28590
AA001306	ECHO HEDGE TRIMMER	NA
AD097-78	PUSH LAWNMOWER	1B175I41006001
AD097-80	PUSH LAWNMOWER	1D187K21747
AD097-79	PUSH LAWNMOWER	1B185I41446001
AD097-81	RYOBI 340BV LEAF BLOWER	122
AD097-82	RYOBI 340BV LEAF BLOWER	3621
AD097-83	RYOBI 340BV LEAF BLOWER	2843
AA000115	ICE MAKER MACHINE	190996-08J
AA001243	SHARP T.V.	352926
AA000939	HEALTH O METER SCALE	NA
AA001232	M500 PHOTO ID CARD	USWSX4098979
AA001162	EVEREST AND JENNINGS WHEELCHAIR	NA
AD097-134	BOX OF 20 OLD CPU MOUSE	NA
AD097-135	BAG WITH FLOPPY DRIVE & MISC TUBE	NA
AD097-77	2 DRAWER FILING CABINET	NA
21714	BROWN OFFICE CHAIR	NA

NA	SHARP SD-3062 COPY MACHINE	16200345
38870	BOOK PcP -41 GHZ 128 MB	220000857
38871	BOOK PcP -41 GHZ 128 MB	220000967
38872	BOOK PcP -41 GHZ 128 MB	220000717
38873	BOOK PcP -41 GHZ 128 MB	220001116
38874	BOOK PcP -41 GHZ 128 MB	2200001111
38875	BOOK PcP -41 GHZ 128 MB	22000982
38876	BOOK PcP -41 GHZ 128 MB	220001120
38877	BOOK PcP -41 GHZ 128 MB	NA
38878	BOOK PcP -41 GHZ 128 MB	220000891
38880	BOOK PcP -41 GHZ 128 MB	NA
38844	BOOK PcP -41 GHZ 128 MB	220001114
38845	BOOK PcP -41 GHZ 128 MB	22000927
38846	BOOK PcP -41 GHZ 128 MB	220001092
38848	BOOK PcP -41 GHZ 128 MB	220001117
38851	BOOK PcP -41 GHZ 128 MB	220000776
38852	BOOK PcP -41 GHZ 128 MB	220001089
38853	BOOK PcP -41 GHZ 128 MB	220000768
38855	BOOK PcP -41 GHZ 128 MB	NA
38858	BOOK PcP -41 GHZ 128 MB	220001166
38859	BOOK PcP -41 GHZ 128 MB	220000859
38860	BOOK PcP -41 GHZ 128 MB	220001160
38861	BOOK PcP -41 GHZ 128 MB	220001136
38862	BOOK PcP -41 GHZ 128 MB	NA
38864	BOOK PcP -41 GHZ 128 MB	22000741
38865	BOOK PcP -41 GHZ 128 MB	2200006191
38866	BOOK PcP -41 GHZ 128 MB	220001003
38867	BOOK PcP -41 GHZ 128 MB	220000844
38868	BOOK PcP -41 GHZ 128 MB	220001156
38869	BOOK PcP -41 GHZ 128 MB	220000894
38881	BOOK PcP -41 GHZ 128 MB	220001158
38882	BOOK PcP -41 GHZ 128 MB	220001122
38883	BOOK PcP -41 GHZ 128 MB	220000724
38887	DATABASE 4UAMD 1.6 GHZ 512	50369816
40046	HP LASERJET 2200 D&N PRINTER	SJPGGP-6392
35339	MINITOWER PC	NA
38248	SMALL FORM FACTOR	NA
38250	SMALL FORM FACTOR	NA
40876	MEDIUM FORM FACTOR	NA
41050	MEDIUM FORM FACTOR	NA
41794	BOOK PC AMD ATHLON 2400XP	NA
41795	COMPSYSTEM 2.4 CPU	NA
41837	COMPUTER SFF	NA
41839	COMPUTER SFF	NA
41842	SMALL FACTOR BEIGE	NA
41845	SMALL FORM FACTOR BLUE	NA
41847	COMPUTER MFF	NA
41849	SMALL FACTOR BEIGE	NA
41850	SMALL FORM FACTOR BEIGE	NA
41851	SMALL FORM FACTOR BEIGE	NA
41852	SMALL FORM FACTOR BEIGE	NA
41853	SMALL FORM FACTOR BEIGE	NA

43228	HIGHTOWER	NA
43270	HIGHTOWER	NA
43275	HIGHTOWER CLONE	NA
43276	HIGHTOWER	NA
43279	HIGHTOWER	NA
43280	HIGHTOWER	NA
43281	HIGHTOWER	NA
43287	HIGHTOWER	NA
43288	HIGHTOWER	NA
43290	HIGHTOWER	NA
43291	HIGHTOWER	NA
43292	HIGHTOWER	NA
41843	SMALL FACTOR BEIGE	NA
43003	FAX MACHINE	NA
40648	GREY PHONE	NA
36259	LASER JET PRINTER	HI-1240
37335	LASER PRINTER	HL-1440
41309	VPN ROUTER	VIGOR 2200
41312	VPN ROUTER	VIGOR 2200
41313	VPN ROUTER	VIGOR 2200
41314	VPN ROUTER USED FOR ISD	VPN ROUTER
41316	ROUTER	VIGOR 2200e
AD097-194	AUTOMATIC BLOOD PRESSURE MONITOR	NA
AD097-194	AUTOMATIC BLOOD PRESSURE MONITOR	NA
AD097-194	AUTOMATIC BLOOD PRESSURE MONITOR	NA
AD097-194	AUTOMATIC BLOOD PRESSURE MONITOR	NA
AD097-194	AUTOMATIC BLOOD PRESSURE MONITOR	NA
AD097-194	AUTOMATIC BLOOD PRESSURE MONITOR	NA
AD097-194	AUTOMATIC BLOOD PRESSURE MONITOR	NA
AD097-194	AUTOMATIC BLOOD PRESSURE MONITOR	NA
AD097-194	AUTOMATIC BLOOD PRESSURE MONITOR	NA
AD097-194	AUTOMATIC BLOOD PRESSURE MONITOR	NA
28976	MICROSCOPE SWIFT	954370H
84929	MICROSCOPE BAUSCH & LOMB	NA
31007	MICROSCOPE WESCO	9702840
2998	MICROSCOPE OLYMPUS	NA
2010	MICROSPINE -24	NA
2459	DARK GREEN SMALL FILE CABINET	NA
H1415	SANYO SMALL REFRIGATOR	980871638
NA	SANYO SMALL REFRIGATOR	980871663
AD097-206	ADI COMPUTER MONITOR	439057LOA554
36695	SAMTRON COMPUTER MONITOR	PN17HMBT703426P
AD097-226	SAMTRON COMPUTER MONITOR	PN17HMB1703425A
AD097-225	SAMTRON COMPUTER MONITOR	PH17HCBT707472H
26534	GREEN CHAIR	NA
26980	MAROON CHAIR	NA
25249	MAROON CHAIR	NA
H-2047	BLACK LEATHER CHAIR	NA
AD097-301	STACKABLES	NA
AD097-194	AUTOMATIC BLOOD PRESSURE MONITOR	NA
AD097-194	AUTOMATIC BLOOD PRESSURE MONITOR	NA
AD097-194	AUTOMATIC BLOOD PRESSURE MONITOR	NA

AD097-194	ACCU-CHECK	NA
AD097-194	ACCU-CHECK	NA
AD097-321	CANNON CALCULATOR OMP12D	NA
AD097-321	STAPLES SPL-P500	NA
AD097-321	CANNON CALCULATOR MP12DH	NA
AD097-321	SHARP CALCULATOR EL1801P	NA
AD097-321	SHARP CALCULATOR EL2192R	NA
33848	RCA TV 19"	NA
28552	EMERSON TV 19"	451-40802774
25293	EMERSON TV 19"	3024B65-251199
AD097-321	SHARP CALCULATOR VX 1652B	NA
AD097-314	HP 920 FAX	MYOBUF30RF
41841	COMPUTER SMALL FACTOR	NA
AD097-201	SMALL WHITE FAN	NA
AD097-202	SMALL WHITE FAN	NA
ME000093	SCANNER	NA
25529	EMERSON TV 19"	3024B6522414544
AD097-312	MAGNOVOX TV 27"	YA1A053200494
AD097-316	MAGNOVOX TV 27"	YA1A05321004095
AD097-317	MAGNOVOX TV 27"	YA1A05321004092
H-1040	SHREDDER SPL-1506X	NA
AD097-313	HP FAX MACHINE MODEL # 920	MY964B1014
AD097-221	BROTHER LASER PRINTER HL-1440	U60066M1J515090
21074	RADIO JOHNSON	6065C10
NA	ROUTERS MERIDIAN	NT8X81AA
AD097-319	ROUTERS CISCO 1000	1870723
AD097-318	ROUTERS CISCO 1000	1750956
AD097-320	ROUTERS CISCO 1000	1870207
AD097-321	SHARP CALCULATOR QS	2770A
NA	MAROON CHAIR	NA
41337	SYMBOL HANDHELD SCANNER	NA
NA	LT BLUE CHAIR	NA
24642	BLACK CHAIR W/WOOD CHAIR	NA
24102	BLACK CHAIR W/WOOD CHAIR	NA
24643	BLACK CHAIR W/WOOD CHAIR	NA
24641	BLACK CHAIR W/WOOD CHAIR	NA
28180	LT BLUE CHAIR WOOD TRIM CHAIR	NA
AD097-310	ICE CHEST	NA
AD097-307	BROWN FOLDING CHAIR	NA
AD097-217	BLACK LEATHER COMPU SUITCASE	NA
H-1263	BLACK FILE CABINET	NA
25908	WHITE FILE CABINET	NA
25342	WHITE FILE CABINET	NA
21042	WHITE FILE CABINET	NA
H-1076	BLACK FILE CABINET	NA
H-2146	WHITE FILE CABINET	NA
H-1085	BLACK FILE CABINET	NA
25338	WHITE FILE CABINET	NA
H-1077	TAN FILE CABINET	NA
H-1966	WHITE FILE CABINET	NA
28053	WHITE FILE CABINET	NA
AD097-209	BLACK FILE CABINET	NA

28030	WHITE FILE CABINET	NA
1278	BLACK FILE CABINET	NA
AD097-208	STEEL CABINET	NA
AD097-193	HEMOGLOBIN PHOTOMETER	9914003136
AD097-193	HEMOGLOBIN PHOTOMETER	9914003019
AD097-193	HEMOGLOBIN PHOTOMETER	9914003004
AD097-193	HEMOGLOBIN PHOTOMETER	9914003026
AD097-193	HEMOGLOBIN PHOTOMETER	9914003074
AD097-193	HEMOGLOBIN PHOTOMETER	3914003020
AD097-193	HEMOGLOBIN PHOTOMETER	9914003001
AD097-193	HEMOGLOBIN PHOTOMETER	9914003139
AD097-193	HEMOGLOBIN PHOTOMETER	9914003021
AD097-193	HEMOGLOBIN PHOTOMETER	9911003340
H-1642	BLACK HIGH BACK CHAIR	NA
H-1651	BLACK HIGH BACK CHAIR	NA
26686	BLACK HIGH BACK CHAIR	NA
34158	MAROON W/ARM REST CHAIR	NA
34157	MAROON W/ARM REST CHAIR	NA
AD097-306	GREEN W/BLACK CHAIR	NA
24689	RED W/ARM REST CHAIR	NA
AD097-193	HEMOGLOBIN PHOTOMETER	9911003352
AD097-193	HEMOGLOBIN PHOTOMETER	9914003002
AD097-193	HEMOGLOBIN PHOTOMETER	9911003359
AD097-193	HEMOGLOBIN PHOTOMETER	9914003005
AD097-193	HEMOGLOBIN PHOTOMETER	9914003003
AD097-193	HEMOGLOBIN PHOTOMETER	9914003014
AD097-193	HEMOGLOBIN PHOTOMETER	9911003347
AD097-193	HEMOGLOBIN PHOTOMETER	9914003064
AD097-46	LAW LIBRARY BOOKS (6 BOXES)	NA
AD097-50	SHARP QS2760A	NA
AD097-50	SHARP QS2760A	NA
AD097-50	SHARP QS2760	NA
AD097-50	RAYOVAC 3 IN 1 BATTERY CHARGER	NA
AD097-50	RAYOVAC 3 IN 1 BATTERY CHARGER	NA
AD097-50	REGAL DRIP COFFEEMAKER	NA
27260	IBM LEXMARK TYPEWRITER	11-WG988
14886	5 DRAWER FILING CABINET	NA
AD097-51	FELLOWES P-400C-2 PAPER SHREDDER	NA
AD097-52	FELLOWES P-400C-2 PAPER SHREDDER	NA
AD097-53	MAROON SECRETARIAL CHAIR	NA
AD097-49	FLEXARM WEIGHTED COPYHOLDER by fello	NA
AD097-26	COUNTER TOP GREY	NA
AD094-96	HP LASERJET PRINT CARTRIDGE	C3903A
AD094-97	BLACK PAPER TRAY	NA
AD097-48	MOTOROLA P1225	475YDU1261
AD097-48	MOTOROLA HT1000	402AWJD5122
AD097-48	MOTOROLA HT1000	402AWJD4992
AD097-48	MOTOROLA P1225	475YCJ5054
AD097-48	MOTOROLA P1225	475YCU2076
AD097-48	MOTOROLA P1225	475YCU1272
AD097-48	MOTOROLA P1225	475YCU1825
H-1366	BLACK OFFICE CHAIR	NA

AD097-302	MAROON WAIT CHAIR	NA
AD097-303	MAROON WAIT CHAIR	NA
AD097-304	MAROON WAIT CHAIR	NA
AD097-305	GREY/BLACK WAIT CHAIR	NA
H-1407	GREEN / GREY WAIT CHAIR	NA
H-1643	GREEN / GREY WAIT CHAIR	NA
H-1683	BLUE / GREY WAUT CHAIR	NA
AD097-308	LARGE COMPUTER BAG BLACK	NA
AD097-309	LARGE BLACK TV CART	NA
AD097-328	BLACK 4 DRAWER LETTER FILE CABINET	NA
84939	BAUSCH / LOMB MICROSCOPE	NA
AD097-211	BIG FAN	NA
AD097-203	MIRCOSPIN 24	2039
31882	X-RAY VIEX SCREEN	NA
PHR80-571	DOPPLER	NA
PHR80-1414	DOPPLER	NA
PHR011-0636	DOPPLER	NA
H-1280	MICROSCOPE	NA
AD097-207	X-RAY FILM BOX METAL	NA
H-1151	MICROSPIN 24	NA
43724	ICE MACHINE 2 PCS	63M0521B032
33079	EXTERNAL BACKUP	NA
28220	BLUE WAIT CHAIR	NA
24639	BLACK/ BROWN CHAIR	NA
H-1888	LARGE TV CART	NA
H-1821	MAROON WAIT CHAIR	NA
33849	25" RCA TV	936420122
AD097-311	10 KEYBOARDS & 7 MOUSES	NA
AD097-315	6 PAIRS OF SPEAKERS	NA
AD097-322	COMSWITCH	20075-00990101500
ME000096	ACER S220	X106256
ME000098	ACER S220	207720DKEK05
ME000102	ACER S220	20773CEK05
ME000100	ACER S220	3207725EK05
AD097-200	18 KEYBOARDS	NA
AD097-199	HP PRINTER C7065A	MYBBF09875
AD097-210	ATT PHONE BEIGE	106529407
AD097-195	BLACK OFFICE CHAIR NO ARMS	NA
AD097-232	EXTERNAL DVD PLAYER	RWD521602
24103	BLACK / BROWN CHAIR	NA
24101	BLACK / BROWN CHAIR	NA
AD097-324	GREY 4 FT TABLE	NA
H-1683	BLUE / GREY WAIT CHAIR	NA
26521	GREEN WAIT CHAIR	NA
AD097-325	PIXO FLAT PANEL MONITOR	5030701085
H-1423	GREEN OFFICE CHAIR	NA
AD097-326	MERIDIAN POWER SUPPLY	NTBX81AA-02
H-1676	BLACK LEATHER OFFICE CHAIR	NA
AD097-327	BLACK OFFICE CHAIR	NA
ME000097	ACER S220	65332076BEKJ05
ME000099	TOWER	10060563207720EK05
AD097-231	CLONE TOWER	1000-123301615

AD097-230	BLACK STACKABLE CHAIRS (2)	NA
H-1458	BLACK LEATHER OFFICE CHAIR	NA
AD097-229	MICROSCOPE IN WOODEN BOX	9702840
27660	MICROSPIN MACHINE	281279
AD097-224	STEEL 13 GALLON TRASH CAN	NA
AD097-223	STEEL 13 GALLON TRASH CAN	NA
33624	MAHOGANY DESK	NA
H-1815	MAHOGANY CHAIR W SPINDALE BACK	NA
AD097-196	BURGANDY CHAIR	NA
AD097-197	BLACK LEATHER CHAIRS	NA
AD097-198	BLACK LEATHER CHAIRS	NA
27033	EXAM TABLE (PINK)	CD034823
H-1987	GREEN CHAIR	NA
28131	BURGANDY CHAIR	NA
28132	BURGANDY CHAIR	NA
28129	CHAIR	NA
25299	EMERSON 19" TV	3024B652-2413127
AD097-190	BLACK TV STAND	NA
AD097-191	BLACK TV STAND	NA
AD097-228	MAGNOVOX TV	YA1A0532004005
26950	GREEN CHAIR	NA
18216	BROWN CHAIR	NA
H-1959	BURGANDY CHAIR	NA
AD097-323	6' BROWN FOLDING TABLE	NA
28208	BROWN DESK	NA
16333	BROWN BOOKSHELF NO BOARDS	NA
AD093-37	HP JETDIRECT 170X PRINT	SG4A1A7026
AD093-38	HP JETDIRECT 170X PRINT	SG4A1A7043
AD093-39	HP JETDIRECT 170X PRINT	SG371ADB33
AD093-41	HP JETDIRECT 170X PRINT	SG4A1A707C
AD093-42	HP JETDIRECT 170X PRINT	SG481A6CD7
AD093-45	HP JETDIRECT 170X PRINT	SG441B4C37
AD093-46	HP JETDIRECT 170X PRINT	SG4A1A707D
AD093-47	HP JETDIRECT 170X PRINT	SG4A1B16A6
AD093-48	HP JETDIRECT 170X PRINT	SG441B4CA1
AD093-43	HP JETDIRECT 170X PRINT	SG481B9508
AD093-44	HP JETDIRECT 170X PRINT	SG441BCA5
AD093-51	HP JETDIRECT 300X PRNT SRVR	SG3A1BEABB
AD093-50	HP WIRELESS PRNT SRVR wp110	JP1971103P
AD093-52	LINKSYS 10/100 8 PRT HUB	RA33042025845
AD093-53	LINKSYS 10/100 8 PRT HUB	RA93048002459
AD093-54	LINKSYS 10/100 8 PRT HUB	RA93048002463
AD093-55	HP JETDIRECT 170X PRINT	SG2C1A811C
AD093-56	NETGEAR 4 PRT HUB	DS14J310011918
AD093-57	HP JETDIRECT 170X PRINT	SG93541359
AD093-61	LINKSYS 10/100 8 PRT SWITCH	REG0058008628
AD093-62	TROY XJET 3000 ETHER CARD	9277119
AD093-63	ADAPTEC AHA-2930CV SCSI CRD	BBOD54003CM
AD094-57	7 ELECTRIC STAPLER SWIGLINE 211X	NA
AD094-65	PLANTRONICS CHARGER BASE	64030559
AD094-127	2 EXTRA RADIOSHACK RECRGR BATRIES	NA
AD094-95	OKI MICROLINE 320 TURBO	AEC032381E0

AD094-104	BROTHER LASER FAX INTELLIFAX 4100	U60298J4J111639
AD094-111	TRASH/ CIG CAN	NA
21408	IBM WHEELWRITER (TYPRWRITER)	11-0183
41970	XEROX WORKCNTR PRO 765 FAX	PY-8-971062
42561	XEROX WORKCNTR PRO 765 FAX	PY-8-536099
20005	MICROFICHE READER/PRINTER DC580	3420790
FORTFI	1996 KENWORTH TRACTOR	1XKAD9X3TJ688124
33986	2000 FORD CROWN VICTORIA	2FAFP71W7YX113660
33995	2000 FORD EXPEDITION	1FMRU15L6YLA19601
32382	1994 CHEVY CAPRICE	1G1BL52W4RR161256
36831	1994 CHEVY CAPRICE	1G1BL52W0RR159844
C-562-08-B	2001 CHEVROLET TAHOE	1GNEC13T51R120857
C-082-09-B	2001 CHEVROLET TAHOE	1GNEC13T71J143183
C-1041-08-G	1997 HAULMARK UTILITY TRAILER	16HGB242XVH041719

DEPARTMENT No.	LOCATION
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AI-16722 **21.A.6.**

Rescission of Agenda Items: AI#15670-CC 6-02-09-Pct. #3 & AI#15797-CC 6-08-09-Pct. #4

CC REGULAR

Date:	08/04/2009
Submitted By:	Marty Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Hidalgo County

Information

CAPTION

Requesting rescission of the following Commissioners Court action items inasmuch as firms nominated (except for one) are not listed on County's approved "pool" as "structural engineering firms" as required for this project in order for County to comply with provisions under the labor code:

a. CC-6-02-09-AI#15670/Purchasing Dept. for renovation/repair/etc. projects in Precinct No. 3-25.D.1.(A)(B)(C)-Exemption, Ranking & Authority to negotiate with number one ranked engineering firm;

b. CC-6-08-09-AI#15797/Purchasing Dept. for renovation/repair/etc. projects in Precinct No. 4-23.E.3.(a)(b)(c)-Exemption, Ranking & Authority to negotiate with number one ranked engineer firm.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary impact. rc

Attachments

Link: June 02, 2009 Minutes

Link: Agenda Item June 02, 2009

Link: Agenda Item June 08, 2009

Link: Pool Engin.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	07/30/2009 11:36 AM	APRV
2	Budget & Management	Erika Zamora	07/30/2009 01:05 PM	APRV

3	Rosalinda Cantu	Rosie Cantu	07/31/2009 11:00 AM	APRV
4	Auditor's Office		07/31/2009 05:18 PM	NEW

Form Started By: Marty Salazar

Started On: 07/29/2009 02:28 PM

Final Approval Date: 07/31/2009

D. Pct. 3

1. AI-15670 A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A)(4) a professional service for engineering services in connection with county buildings needing repairs and/renovations located in Precinct #3 for compliance with statutory occupational code provisions;

On motion of Commissioner Flores, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval.

B. Presentation of scoring grid (for the purposes of ranking by CC) of the firms graded & evaluated through the County's approved "pool" of engineers in connection with professional engineering services required for county owned buildings that need repairs and/or renovations located in Precinct #3 to comply with statutory occupational code limits;

1st. Javier Hinojosa @ 99 **; 2nd.** L & G Engineering @ 97 **;**
3rd. Hinojosa Engineering @ 95**;**

On motion of Commissioner Flores, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval of the rankings.

C. Authority for the Purchasing Department to negotiate a professional engineering services Contract with the No.1 ranked firm of Javier Hinojosa Engineering **for the provision of engineering services (on an As Needed Basis) as identified and detailed above and herein;**

On motion of Commissioner Flores, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval.

D. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A)(4) a professional service for architectural services in connection with county buildings needing repairs and/or renovations located in Precinct #3 for compliance with statutory occupational code provisions;

On motion of Commissioner Flores, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval.

E. Presentation of scoring grid (for the purposes of ranking by CC) of the firms graded & evaluated through the County's approved "pool" of Professional Architectural Services in connection with professional architectural services required for for county owned buildings needing repairs and/or renovations located in Precinct #3;

1st. ERO International @ 98 **; 2nd.** Alcocer Garcia & Associates @ 95 **;**
3rd. Rike Ogden Figueroa @ 96 **;**

AI-15670 **25.D.1.**

Engagement of Engineering Services for County Buildings Repairs and/or Renovations

CC REGULAR

Date: 06/02/2009
Submitted By: Nielda Cavazos, PURCHASING DEPT.
Submitted For: Nielda Cavazos
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** Prct. 3

Information

CAPTION

A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A)(4) a professional service for engineering services in connection with county buildings needing repairs and/renovations located in Precinct #3 for compliance with statutory occupational code provisions;

B. Presentation of scoring grid (for the purposes of ranking by CC) of the firms graded & evaluated through the County's approved "pool" of engineers in connection with professional engineering services required for county owned buildings that need repairs and/or renovations located in Precinct #3 to comply with statutory occupational code limits;

1st._____; 2nd._____; 3rd. _____;

C. Authority for the Purchasing Department to negotiate a professional engineering services Contract with the No.1 ranked firm of _____ for the provision of engineering services (on an As Needed Basis) as identified and detailed above and herein;

D. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A)(4) a professional service for architectural services in connection with county buildings needing repairs and/or renovations located in Precinct #3 for compliance with statutory occupational code provisions;

E. Presentation of scoring grid (for the purposes of ranking by CC) of the firms graded & evaluated through the County's approved "pool" of Professional Architectural Services in connection with professional architectural services required for for county owned buildings needing repairs and/or renovations located in Precinct #3;

1st._____; 2nd._____; 3rd._____;

F. Authority for the Purchasing Department to negotiate a professional architectural services contract with the No.1 ranked firm of _____ for the provision of architectural services (on an As Needed Basis) for as identified and detailed above and herein.

HIDALGO COUNTY PRECINCT NO 3

FOR

Engineering Services on an "As Needed Basis" for Building Repairs and/or Renovations

Scoring & Evaluation GRID

Total Scores	Javier Hinojosa Engineering	L&G Engineering	Hinojosa Engineering , Inc
Scorer # 1	99	97	95
Average Score	99	97	95
Commissioners Court Ranking			

*SCORING & EVALUATION COMPLETED BY PCT NO 3

HIDALGO COUNTY PRECINCT NO 3

FOR

Architectural Services on an "As Needed Basis" for Building Repairs and/or Renovations

Scoring & Evaluation GRID

Total Scores	ERO International	Alcocer Garcia Associates (AGA)	Rike, Ogden, Figueroa Alex Architects
Scorer # 1	98	95	96
Average Score	98	95	96
Commissioners Court Ranking			

*SCORING & EVALUATION COMPLETED BY PCT NO 3

AI-15797 **23.E.3.**

Precinct# 4 -Building Repairs and/or Renovations on As Needed Basis CC REGULAR

Date: 06/08/2009
Submitted By: Nielda Cavazos, PURCHASING DEPT.
Submitted For: Nielda Cavazos
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** Prct. 4

Information

CAPTION

a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service for engineering services in connection with county buildings/structures needing repairs and/or renovations located in Precinct #4;

b. Presentation of scoring grid (for the purposes of ranking by CC) of the firms graded & evaluated through the County's approved "pool" of engineers in connection with professional engineering services required for county owned buildings/structures in need of repairs/renovations located in Pct. #4;

1st._____;2nd._____;3rd. _____

c. Authority for the Purchasing Department to negotiate a professional Engineering Services Contract with the No.1 ranked firm of _____ for the provision of engineering services (on an as needed basis) as identified and detailed above and herein;

d. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A)(4) a professional service for architectural services in connection with county owned buildings/structures in need of repairs/renovations located in Pct. #4;

e. Presentation of scoring grid (for the purposes of ranking by CC) of the firms graded & evaluated through the County's approved "pool" in connection with professional architectural services required in connection with county owned buildings/structures in need of repairs/renovations located in Pct. #4;

1st._____; 2nd._____; 3rd._____;

f. Authority for the Purchasing Department to negotiate a professional architectural services contract with the No.1 ranked firm of _____ for the provision of architectural services (on an as needed basis) for the projects located in Pct. #4 and as identified and detailed above and herein;

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Services are on an As Needed Basis and funds will be appropriated as Work Authorizations are issued.

Attachments

Link: Grid

Link: grid

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	06/04/2009 10:54 AM	APRV
2	Budget & Management	Veronica Lopez	06/04/2009 11:02 AM	APRV
3	Manuel Chapa	Manuel Chapa	06/04/2009 03:16 PM	APRV
4	Auditor's Office		06/05/2009 08:33 AM	NEW

Form Started By: Nielda Cavazos Started On: 06/02/2009 11:31 AM

Final Approval Date: 06/05/2009

HIDALGO COUNTY PRECINCT NO 4

FOR

Architectural Services for

Building Repairs and/or Renovations on As Needed Basis

Scoring & Evaluation GRID

Total Scores	Dannenbaum	V. A. Architects	ROFA Architects
Scorer # 1	97	89	92
Scorer # 2	95	90	89
Average Score	96	90	91
Commissioners Court Ranking			

*SCORING & EVALUATION COMPLETED BY PCT NO 4

HIDALGO COUNTY PRECINCT NO 4

FOR

Engineering Services for

Building Repairs and/or Renovations on As Needed Basis

Scoring & Evaluation GRID

Total Scores	J.E. Saenz & Associates	Quintanilla, Headley & Associates	Millennium
Scorer # 1	98	92	87
Scorer # 2	98	95	91
Average Score	98	94	89
Commissioners Court Ranking			

*SCORING & EVALUATION COMPLETED BY PCT NO 4

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ- ACCEPTANCE / REFERRAL POOL

DESCRIPTION OF RFQ: **HIDALGO COUNTY EXPANSION TO ENGINEERING SERVICES**	RFQ NO: 2009-097-03-11-MSS
RFQ ACCEPTANCE DATE: **MARCH 11, 2009**	RFQ ACCEPTANCE TIME: **9:30 A.M.**
PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: March 24, 2009 through February 9, 2010	

	NAME OF COMPANY	Areas of Specialization								
		Civil	Structural	Geo-technical	MEP	Mechanical	Environ-mental	Electrical	Highway	Other
#01	S&B Infrastructure, Ltd. 5408 North 10th St McAllen, TX 78504 Attn: Daniel O. Rios, P.E. Senior Vice President P: 956-926-5000 F: 956-994-0427 dorios@sbinfra.com	X	X		X	X	X	X	X	-GIS Services and Database Development. -Funding Liason and Funding Application Preparation. -Public Involment -Water/Waste Water -Design –Build (Roadway, Facilities) -NPDES Engineering / Documentation -Disaster Mitigation / Damage Assessment. -Economic Analysis (Benefit – Cost) -Railway Planning -Construction Management/Inspection.
#02	AEC Engineering, LLC P. O. Box 480 Edinburg, TX 78540 Attn: Carlos Garza, President/ Engineer P: 956-380-6558 F: 956-380-6110 carlos@aecengineering.net	X					X			
#03	Gilbert J. Guerra Engineering, LLC Dba Rio Delta Engineering 921 S. 10th Edinburg, TX 78539 Attn: Gilbert J. Guerra, P.E. P: 956-380-5152 F: 956-380-5083 Riodelta2004@yahoo.com	X			X	X	X	X	X	
#04	Flores Engineers 519 W. University Drive Edinburg, TX 78539 Attn: Raul P. Flores, PE P: 956-287-7100 F: 956-287-7108 floresengineers@yahoo.com	X	X	X			X		X	- Infrastructure - Storm Water Management - Pavement Construction Management - Construction Program Management - General contracting - Land/Real Estate Development

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ- ACCEPTANCE / REFERRAL POOL

DESCRIPTION OF RFQ: **HIDALGO COUNTY EXPANSION TO ENGINEERING SERVICES**	RFQ NO: 2009-097-03-11-MSS
RFQ ACCEPTANCE DATE: **MARCH 11, 2009**	RFQ ACCEPTANCE TIME: **9:30 A.M.**
PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: March 24, 2009 through February 9, 2010	

	NAME OF COMPANY	Areas of Specialization								
		Civil	Structural	Geo-technical	MEP	Mechanical	Environ-mental	Electrical	Highway	Other
#05	The Alex Group, LLC 801 Quince, Suite 1 McAllen, TX 78501 Attn: Alex Gholmieh, P. E., Principal P: 956-687-2539 F: 956-687-2545 alex@thealexgroup.net				X	X		X		
#06	Raba-Kistner Consultants, Inc. 800 E. Hackberry McAllen, TX 78501 Attn: Martin Vila, PE, Senior Vice President P: 956-682-5332 F: 956-682-5487 mvila@rkci.com			X			X			- Construction Materials Testing - Facilities Engineering - Pavement Consulting

HIDALGO COUNTY
PROFESSIONAL ENGINEERING POOL

PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: February 9, 2009 through February 9, 2010

	NAME OF COMPANY	Areas of Specialization								
		Civil	Structural	Geo-technical	MEP	Mechanical	Environ-mental	Electrical	Highway	Other
#01	**R E Garcia and Associates** 116 N. 12th Avenue Edinburg, TX 78541-3501 Attn: Raul E. Garcia, P.E., R.P.L.S. (956) 381-1061 Fax: (956) 381-1280 E-mail: regaassoc@aol.com	X					X		X	
#02	**Salinas Engineering & Associates** 2221 Daffpdo; Ave. McAllen, TX 78501 Attn: David Omar Salinas, P.E., M.S.E.E. (956) 682-9081 Fax: (956) 686-1489 Dsalinas.sea@sbcglobal.net	X	X				X		X	
#03	**Halff Associates, Inc.** 500 W. Military Suite 100 McAllen, TX 78503 Attn: Robert L. Saenz, P.E., C.F.M. (956) 664-0286 Fax: (956) 664-0282 rsaenz@halff.com	X	X		X	X	X	X	X	
#04	**Millennium Engineers Group, Inc.** 705 Dawson Drive Edinburg, Texas 78539 Attn: Raul Palma, P.E. (956) 383-8522 Fax: (956) 383-0295 E-mail: meg@megengineers.com	X		X			X		X	Construction Materials Testing
#05	**M Garcia Engineering** 400 Nolana Suite D McAllen, Texas 78504 Attn: Mariano Garcia, P.E. (956) 687-9421 Fax: 687-3211 E-Mail: mariano@mgarciaengineering.com	X								
#06	**Ambiotec Civil Engineering Group, Inc.** 5420 Paredes Line Road. Brownsville, TX 78526 Attn: Vicente Mendez, P.E., R.P.L.S. (956) 548-9333 Fax: (956) 548-9399 E-mail: vmendez@ambiotec.com	X					X			
#07	**Hinojosa Engineering, Inc.** 108 W. 18TH Street Mission, Texas 78572 Attn: Ricardo Hinojosa, P.E. -President (956) 581-0143 Fax: (956) 581-2074 E-mail: hinojosaenginc@aol.com; rhinojosa@heningineering.com Website: www.hengineering.com	X	X							

HIDALGO COUNTY
PROFESSIONAL ENGINEERING POOL

PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: February 9, 2009 through February 9, 2010

	NAME OF COMPANY	Areas of Specialization								
		Civil	Structural	Geo-technical	MEP	Mechanical	Environ-mental	Electrical	Highway	Other
#08	**Gilbert J. Guerra Engineering, LLC d/b/a Rio Delta Engineering** 921 South 10th Edinburg, TX 78539 Attn: Gilbert J. Guerra, P.E. (956) 380-5152 Fax: (956) 380-5083 E-mail: riodelta2004@yahoo.com	X								
#09	**Quintanilla, Headley and Associates, Inc.** 124 E. Stubs St. Edinburg, Texas 78539 Attn: Alfonso Quintanilla, P.E., President (956) 381-6480 Fax: (956) 381-0527 E-mail: quintanillaheadley@sbcglobal.net	X							X	
#10	**Cruz-Hogan Consultants, Inc.** 605 E. Violet Avenue, Suite 5 McAllen, Texas 78504 Attn: Ronnie Cruz, P.E. (956) 682-5022 Fax: (956) 682-5089 E-Mail: Ronnie@cruzhogan.net	X					X			Water & Wastewater Treatment Colletion & Distribution
#11	**Civil Systems Engineering, Inc.** P. O. Box 572373 (9894 Bissonnet Street, Suite 404) Houston, TX 77257 Attn: Daren Li, President (713) 782-3811 Fax: (713) 782-3812 E-mail: dli@cseengineers.com Web: www.cseengineers.com	X					X		X	GIS Applications
#12	**Cook-Joyce, Inc.** 812 West 11th Street Austin, Texas 78701 Attn: J. Brian Dudley, Sr., P.E. (512) 474-9097 Fax: (512) 474-8463 E-mail: brian.dudley@cook-joyce.com Web: www.cook-joyce.com	X					X			
#13	**Izaguirre Engineering Group, LLc.** 7413 N. La Homa Rd. Mission, TX 78574 Attn: Gilberto A. Gracia, P.E.	X					X		X	
#14	**Rodriguez Engineering** 5602 East Iowa Rd. Edinburg, Texas 78539 Attn: Mr. Leo L. Rodriguez, Jr., P.E./R.P.L.S. -President (956) 491-1013 Fax: 380-2775 E-mail: atm1963@hotmail.com	X							X	

HIDALGO COUNTY
PROFESSIONAL ENGINEERING POOL

PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: February 9, 2009 through February 9, 2010

	NAME OF COMPANY	Areas of Specialization								
		Civil	Structural	Geo-technical	MEP	Mechanical	Environ-mental	Electrical	Highway	Other
#15	**Javier Hinojosa Engineering** 416 E. Dove Avenue McAllen, Texas 78504 Attn: Javier Hinojosa, P.E., Owner (956) 668-1588 Fax: (956) 994-8102 E-mail: javhin@rgv.rr.com	X								
#16	**L&G Engineering** 2100 W. Expressway 83 Mercedes, Texas 78570 Attn: Jacinto Garza, President (956) 565-9813 Fax: (956) 565-9018 E-mail: jacinto@lgengineers.com	X		X			X		X	
#17	**S&B Infrastructure, Ltd.** 5408 North 10th Street McAllen, Texas 78504 Attn: Daniel O. Rios, P.E., Senior Vicd-President (956) 926-5000 Fax: (956) 994-0427 E-mail: dorios@sbinfra.com	X	X		X	X	X	X	X	-GIS Services and Database Development -Funding Liaison and Funding Application Preparation -Public Involvement -Water/Wastewater -Design-Build (Roadway, Facilities) -NPDES Engineering/Documentation -Disaster Mitigation / Damage Assessment -Economic Analysis (Benefit-Cost) -Railway Planning -Construction Management/Inspection
#18	**Melden and Hunt, Inc.** 115 W. Mcintyre St. Edinburg, TX 78541 Attn: Fred L. Kurth, President (956) 381-0981 Fax: (956) 381-1839 fkurth@meldenandhunt.com	X								
#19	**Noe Garza Engineers, Inc.** 208 West Ferguson, Unit 2 Pharr, TX 78577 Attn: Noe Garza, President (956) 783-1207 Fax: (956) 783-1209 E-mail: Lydia.rodriguez@ngeinc.net	X	X							
#20	**DOS Logistics** P.O. Box 8337 212 W. 3RD St. Weslaco, Texas 78596 Attn: Eric C. Ybarra, President (956) 968-8800 Fax: (956) 447-8194 E-mail: ericybarra@doslogistics.com Web: www.doslogistics.com	X	X				X		X	

HIDALGO COUNTY
PROFESSIONAL ENGINEERING POOL

PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: February 9, 2009 through February 9, 2010

	NAME OF COMPANY	Areas of Specialization								
		Civil	Structural	Geo-technical	MEP	Mechanical	Environ-mental	Electrical	Highway	Other
#21	**Vanguard Engineering** 2201 Northgate Drive Weslaco, TX 78596 Attn: Victor H. Garcia, P.E. (956) 5145086 Fax: (956) 514-5036 E-mail: vgarcia@vanguardeng.com	X	X	X					X	
#22	**DBR Engineering Consultants, Inc.** 7001 North 10th Street McAllen, TX 78504 Attn: Brian C. Uhlrich, P.E. (956) 683-1640 Fax: (956) 683-1903 E-mail: buhlrich@dbrinc.com				X	X		X		
#23	**J. E. Saenz & Associates, Inc.** 211 E. Wisconsin Edinburg, Texas 78539 Attn: Jose E. Saenz, President (956) 383-2984 Fax: (956) 383-3736 E-mail: jacalifa@jesaenz.com; eddie@jesaenz.com	X							X	
#24	**TEDSI Infrastructure Group** 1201 E. Expressway 83 Mission, Texas 78572 Attn: Jesse Salinas, Principal (956) 424-7898 Fax: (956) 424-7022 E-mail: jsalinas@tedsi.com Web: www.tesdi.com	X					X		X	
#25	**Dannenbaum Engineering Company - McAllen, LLC** 1109 Nolana Loop, Suite 208 McAllen, Texas 78504 Attn: Louis H. Jones, Jr., P.E., Vice-President (956) 682-3677 Fax: (956) 682-3677 E-mail: southtexas@dannenbaum.com Web: www.dannenbaum.com	X	X				X		X	
#26	**LJA Engineering & Surveying, Inc.** 2929 Briarpark Drive, Suite 600 Houston, TX 77042 Attn: David Quebedeaux, P.E. (713) 953-5200 Fax: (713) 953-5026 E-mail: dquebedeaux@ljaengineering.com	X								

HIDALGO COUNTY
PROFESSIONAL ENGINEERING POOL

PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: February 9, 2009 through February 9, 2010

	NAME OF COMPANY	Areas of Specialization								
		Civil	Structural	Geo-technical	MEP	Mechanical	Environ-mental	Electrical	Highway	Other
#27	**R. Gutierrez Engineering Corporation** 130 East Park Pharr, Texas 78577 Attn: Ramiro Gutierrez, P.E., President (956) 782-2557 Fax: (956) 782-2558 E-mail: office@rgutierrezengineering.com ;rguteng@sbcglobal.net	X							X	
#28	**Guzman & Munoz Engineering and Surveying, Inc.** 1100 E. Jasmine, Ste. 107 McAllen, TX 78501 Attn: Jose L. Munoz, President (956) 682-3812 Fax: (956) 682-3813 E-mail: jmunoz@gmes.biz	X	X		X				X	
#29	**KK Engineering Consultant** 410 E. Dove Ave. McAllen, Texas 78504 Attn: Kambiz S. Khademi, PE, President/Owner (956) 630-2125 Fax: (956) 630-2219 E-mail: kkhademi@sbcglobal.net	X								
#30	**SAMES, Inc.** 2606 Woods Drive Edinburg, TX 78539 Attn: Sam Maldonado, Principal (956) 702-8880 Fax: (956) 702-8883 E-mail: sam@samengineering-surveying.com	X	X						X	
#31	**TERRACON CONSULTANTS** 1506 Mid-Cites Drive Pharr, Texas 78577 Attn: Jorge A. Flores, P.G. (956) 283-8254 Fax: (956) 283-8279 E-Mail: jaflores@terracon.com			X			X			-Construction Materials Testing -Facilities

AI-16771 **21.A.7.**

Authority to Advertise and/or Purchase of Microwave Tower
CC REGULAR

Date:	08/04/2009		
Submitted By:	Marty Salazar, PURCHASING DEPT.		
Submitted For:	Marty Salazar		
Department:	PURCHASING DEPT.		
Agenda Category:	Purchasing Department	**Purchasing only:**	Health & Human Services Dept.

Information

CAPTION

a. Authority to advertise a sealed procurement for: "A Microwave Tower" to interface and participate with the The Rio Grande Valley Trauma Advisory Council's Trauma Service Area "V" with specifications, requirements, etc. to be drafted and developed by the Hidalgo County Department of Health & Human Services staff; and/or, if feasible and as an alternative,

b. Authority to seek and purchase of equipment and related accessories for the project described above through the County's membership/participation with state awards, state agency contracts, interlocal cooperative purchase programs, etc. with said purchase to be covered through grant funds.

BACKGROUND

Anticipated advertising date:
Wed. 8-05-09
Wed. 8-12-09
Bid opening date: 8-19-09
Projected Award Date: 8-26-09

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1293-441-00-340-040-9-748

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

BUDGETARY IMPACT:

Project to be funded through grant funds.
Available balance as of 7-31-09 $46,605.40

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	07/31/2009 01:12 PM	APRV

2	Budget & Management	Erika Zamora	07/31/2009 01:23 PM	APRV
3	Manuel Chapa	Manuel Chapa	07/31/2009 02:56 PM	APRV
4	Auditor's Office		07/31/2009 05:18 PM	NEW

Form Started By: Marty Salazar

Started On: 07/31/2009 12:13 PM

Final Approval Date: 07/31/2009

AI-16733 **21.B.1.**

Requesting Approval of Amendment for Millenium Engineers
CC REGULAR

Date:	08/04/2009
Submitted By:	Rocio Villarreal, PURCHASING DEPT.
Submitted For:	Rocio Villarreal
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Prct. 2

Information

CAPTION

Acceptance and approval of an "Amendment" to the current service contract, between Hidalgo County and Millennium Engineers for construction material testing services to reflect correction of items inadvertantly omitted or included in original approved document. (C-08-316-10-28)

BACKGROUND

Amendement to reflect clerical errors.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:**

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

BUDGETARY IMPACT:

No Budgetary Impact.

Ref: AI-11846 CC 10/28/08.

Attachments

Link: Millennium Engineers

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/30/2009 09:50 AM	APRV
2	Budget & Management	Erika Zamora	07/30/2009 11:02 AM	APRV
3	Roland Garcia	Rolando Garcia	07/31/2009 09:42 AM	APRV
4	Auditor's Office		07/31/2009 05:18 PM	NEW

Form Started By: Rocio Villarreal — Started On: 07/29/2009 03:44 PM

Final Approval Date: 07/31/2009

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AMENDMENT TO
CONTRACT FOR SERVICES
C-08-316-10-28

This AMENDMENT to the CONTRACT between **MILLENNIUM ENGINEERS GROUP, INC.**, (the "Laboratory") and **HIDALGO COUNTY** (the "County"), effective the **28th** day of **July,** 2009, is made between the Laboratory and the County, (the Amendment"), as follows:

WHEREAS, Laboratory and County entered into an Contract on October 28, 2008, in which the Laboratory agreed to provide professional services for construction materials testing to Hidalgo County Precinct No. 2.(the "Project");

WHEREAS, due to a clerical error, the parties now desire to amend the Projects in which the Laboratory may perform the services;

WHEREAS, the parties desire to amend the Contract as hereinafter provided.

NOW THEREFORE, for and in consideration of the tasks performed by Laboratory and County and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, and this mutually agreed Amendment to the Contract, Laboratory and County hereby agree to the following Amendment to the Contract:

1. In paragraph 3, Compensation, in the second sentence replace "Work Order" with "Work Authorization."

2. In Paragraph 5. Amendments, the first sentence of the paragraph shall be deleted and the following substituted in lieu thereof:

   > If it becomes necessary at any time during this Agreement to change the scope of Services, the Agreement period, the maximum amount payable, the complexity or the character of this Agreement, an amendment more particularly described in Exhibit "E" "Supplemental Form," must be prepared and executed within the Agreement period.

3. Paragraph 16. Termination Date shall be deleted in its entirety.

4. Except as modified herein, all terms and conditions of the Contract, as amended, remain in full force and effect. Laboratory and County ratify and confirm the terms and provisions of the Contract as amended.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

HIDALGO COUNTY

_____
Juan D. Salinas III, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Millennium Engineers Group, Inc.

_____
Title:_____

Approved as to Form:

ATLAS & HALL, L.L.P.

_____
By: Stephen L. Crain

AI-16729 **21.C.1.**

Selection of Real Estate Appraisers/On An As Needed Basis
CC REGULAR

Date:	08/04/2009
Submitted By:	Nielda Cavazos, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Purchasing only: Prct. 3

Information

CAPTION

a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service in connection with Real Estate Appraisal Services required by Pct. #3;

b. Presentation of scoring grid (for the purposes of ranking by CC) of the firms graded & evaluated through the County's approved "Pool" in connection with Real Estate Appraisal Services required by Pct. #3;

1st._____;2nd._____;3rd. _____;

c. Authority for the Purchasing Department to negotiate a professional engineering services contract with the No.1 ranked firm of _____ for the provision of Real Estate Appraisals Services on an "As Needed Basis" for Pct. #3;

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:

Services are on an As Needed Basis and funds will be determined as Work Authorizations are issued.

FISCAL YEAR: 2009 **ACCT. #:** 9-1339-431-00-123-049-0-890

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

BUDGETARY IMPACT:

Services are on an As Needed Basis and funds will be determined as Work Authorizations are issued.

Attachments

Link: Grid

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	07/30/2009 09:43 AM	APRV
2	Budget & Management	Erika Zamora	07/30/2009 11:00 AM	APRV
3	Perla Lopez	Perla Lopez	07/30/2009 01:19 PM	APRV
4	Auditor's Office		07/31/2009 05:18 PM	NEW

Form Started By: Nielda Cavazos Started On: 07/29/2009 03:21 PM

Final Approval Date: 07/31/2009

HIDALGO COUNTY PRECINCT NO 3

FOR

Real Estate Appraisers

Scoring & Evaluation GRID

Total Scores	Leonel Garza & Associates	Professional Appraisal Services Inc.,	Executive Appraisal Services
Scorer # 1	98	90	80
Average Score	98	90	80
Commissioners Court Ranking			

*SCORING & EVALUATION COMPLETED BY PCT NO 3

AI-16755 **21.D.1.**

Authority to advertise - Monte Cristo Drain Culvert Crossing Pct #4 San Carlos Drainage Imp. Project

CC REGULAR

Date:	08/04/2009
Submitted By:	Oscar Garza, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Prct. 4

Information

CAPTION

Requesting authority to advertise and approval of procurement packet (i.e. legal notice, specifications and draft requirements agreement) as attached hereto and drafted by project engineer, Quintanilla, Headley & Associates, Inc. for the purpose of receiving bids for Monte Cristo Rd. which requires a bore since TXDOT does not allow open cuts as this project continues the on-going San Carlos Drainage Improvement Project under #09-336.

BACKGROUND

Attached for your review is the approved Work Authorization No. 3 to Quintanilla, Headley & Associates pursuant to action taken by Commissioners Court on 07/07/09 under AI 16271.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1339-431-00-124-049-0-733

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

BUDGETARY IMPACT:

Funding pending approval of interdepartmental transfer (AI#16774 CC 8-4-09).

Attachments

Link: 09-336

Link: 09-336

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/30/2009 04:17 PM	APRV
2	Budget & Management	Erika Zamora	07/31/2009 01:21 PM	APRV
3	Manuel Chapa	Manuel Chapa	07/31/2009 02:57 PM	APRV
4	Auditor's Office		07/31/2009 05:18 PM	NEW

Form Started By: Oscar Garza — Started On: 07/30/2009 01:45 PM

Final Approval Date: 07/31/2009

Oscar Garza

From: Alfonso Quintanilla [alfonsoquintanilla@sbcglobal.net]
Sent: Thursday, July 30, 2009 9:40 AM
To: Oscar Garza
Cc: Eulalio Ramirez; Neyda Ramirez
Subject: San Carlos Drainage Improvements
Attachments: Pct 4-WA#3-QHA-C-08-477-12-09 Executed Form.pdf; Monte Cristo Colvert Crossing1 July 29, 2009.PDF; Monte Cristo Colvert Crossing2 July 29, 2009.PDF; Monte Cristo Colvert Crossing3 July 29, 2009.PDF

Good morning Oscar,

A few days ago, Commissioners' Court approved Work Authorization No.3 for the professional engineering services of 3 drain ditch crossings (Monte Cristo Road, Tower Road and Terry Road). The one for Monte Cristo Road involves a bore since is a TxDOT Highway (They do not allow open cuts). This work has to be bid out because the County forces are not equipped do this type of work. Our engineer's estimated cost is $ 81,000.00. Attached are the plans. Please submit to Commissioners' Court for approval to advertise and provide us with the bid number. Should you have any questions, please feel free to call me. I will be out of the office this afternoon and tomorrow so call my associate Lalo Ramirez in the meantime.

Sincerely,

Alfonso Quintanilla, P.E., R.P.L.S.
Quintanilla, Headley & Associates, Inc.
124 East Stubbs
Edinburg, Texas 78539
Phone (956) 381-6480
Fax (956) 381-0527
Cel. (956) 624-6699

HIDALGO COUNTY

Professional Engineering Services
Contract # C-08-477-12-09
Work Authorization Form

WORK AUTHORIZATION No. 3

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of the Service Contract made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **Quintanilla, Headley and Associates, Inc.**, professional engineer of Edinburg, Texas, hereinafter called **"Engineer".**

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide design for: **"San Carlos Drainage Improvements Project" North Branch Drain (Terry Road, Tower Road and Monte Cristo Road Drain Ditch Culvert Crossings).**

The scope of services to be provided by the **Engineer** is identified in **EXHIBIT "B" – Scope of Services to be Provided by the Engineer** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is **$ 40,948.00**.This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "E".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with **Article**/Part/Section **6** of the Agreement.

PART 4. FUNDING

This Work Authorization No.3 shall be funded through funding source:
Account No. **9-1339-431-00-124-049-0-733**
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate **upon completion of scopes of the work.**

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement.**

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by **Hidalgo County Precinct No.4, Commissioner Oscar L. Garza, Jr.** as to content and detail of this **Work Authorization No. 3.**

HIDALGO COUNTY
COMMISSIONER PRECINCT No.4

BY: _____
Oscar L. Garza, Jr., County Commissioner

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on **07/07/09** as indicated below and effective as of 7th day of **July**, 2009.

THE ENGINEER:
Quintanilla, Headley and Associates, Inc.

By: Alfonso Quintanilla, P.E.

THE OWNER:
Hidalgo County

By: Juan D. Salinas, County Judge

ATTEST:

By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

EXHIBIT "A" - Service to be Provided by the Owner
EXHIBIT "B" - Service to be provided by the Engineer
EXHIBIT "C" - Work Schedule
EXHIBIT "D" - Engineering Hourly Rates
EXHIBIT "E" - Fee Breakdown Schedule

EXHIBIT "A"

Project: Hidalgo County Precinct No. 4 – "San Carlos Drainage Improvements"

Contract No. C-08-477-12-09

Work Authorization No. 3

North Branch Drain
Terry Road, Tower Road and Monte Cristo Road – Drain Ditch Culvert Crossings

Scope of services to be provided by the Owner

GENERAL

The Owner will provide the following:

(1) Authorization to begin work.
(2) Payment for work performed by the **Engineer**.
(3) Provide any available relevant data on file concerning the project.

EXHIBIT "B"

Project: Hidalgo County Precinct No. 4
"San Carlos Drainage Improvements"

Contract No. C-08-477-12-09

Work Authorization No.3

North Branch Drain
Terry Road, Tower Road and Monte Cristo Road – Drain Ditch Culvert Crossings

Scope of services to be provided by the Engineer

1. Topographic surveying.
2. Engineering design of pipe culvert and utility adjustments.
3. Preparation of plans.
4. Preparation of technical specifications.
5. Construction staking and prepare cut sheets.
6. Construction Project Management

EXHIBIT "C"

Work Schedule

Project: Hidalgo County Precinct No. 4 – "San Carlos Drainage Improvements"

Contract No. C-08-477-12-09

Work Authorization No.3

North Branch Drain
Terry Road, Tower Road and Monte Cristo Road – Drain Ditch Culvert Crossings

The Engineer shall provide the deliverables for this work authorization 30 days after the notice to proceed.

EXHIBIT "D"

Engineer's Hourly Rates

Project: Hidalgo County Precinct No. 4 – "San Carlos Drainage Improvements"

Contract No. C-08-477-12-09

Work Authorization No.3

North Branch Drain
Terry Road, Tower Road and Monte Cristo Road – Drain Ditch Culvert Crossings

1. Licensed Professional Engineer	$ 150.00
2. Registered Professional Land Surveyor	$ 150.00
3. Three Man Survey Crew	$ 125.00
4. Computer Technician	$ 85.00
5. Administrative	$ 60.00
6. Research	$ 50.00

EXHIBIT "E"

Project: Hidalgo County Precinct No.4 –
"San Carlos Drainage Improvements"

North Branch Drain

Contract No. C-08-477-12-09

Work Authorization No.3

Fee Breakdown

1. Terry Road Crossing	-	$ 13,693.00
2. Tower Road Crossing	-	$ 19,129.00
3. Monte Cristo Road Crossing	-	$ 8,126.00
Total fee	-	$ 40,948.00

AI-16271 **7.C.**

Pct 4 - Drainage Improvement Project - Invoice #7139 & WA#3-Quintanilla, Headley & Assoc-C-08-477-12-09

CC CONSENT

Date: 07/07/2009
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

1. Acceptance, and approval of request for payment for Invoice No. 7139 (Pmt# 7) in the amount of $ 5,000.00 submitted by Quintanilla, Headley & Associates, Inc. after County Auditor's review and completion of processing procedures including authority for County Treasurer to issue payment-contract # C-08-477-12-09 and WA #1 (PO #614261) surveying services for the "San Carlos Drainage Improvements Project-Pct. #4 - Verle Cray Curry Rd Pond and Verle Cray Curve Rd Pond".

2. Acceptance, and approval of WORK AUTHORIZATION #3 with a proposed fee of $ 40,984.00 with QUINTANILLA, HEADLEY & ASSOCIATES, INC. for "San Carlos Drainage Improvements Project-Pct. #4 - North Branch Drain" (Terry Road, Tower Road and Monte Cristo Road Drain Ditch Culvert Crossings) Contract No. C-08-477-12-09.

BACKGROUND

Invoice No. 7139-QHA-C-08-477-12-09
WA# 3-QHA-C-08-477-12-09
MEMO from Pct 4

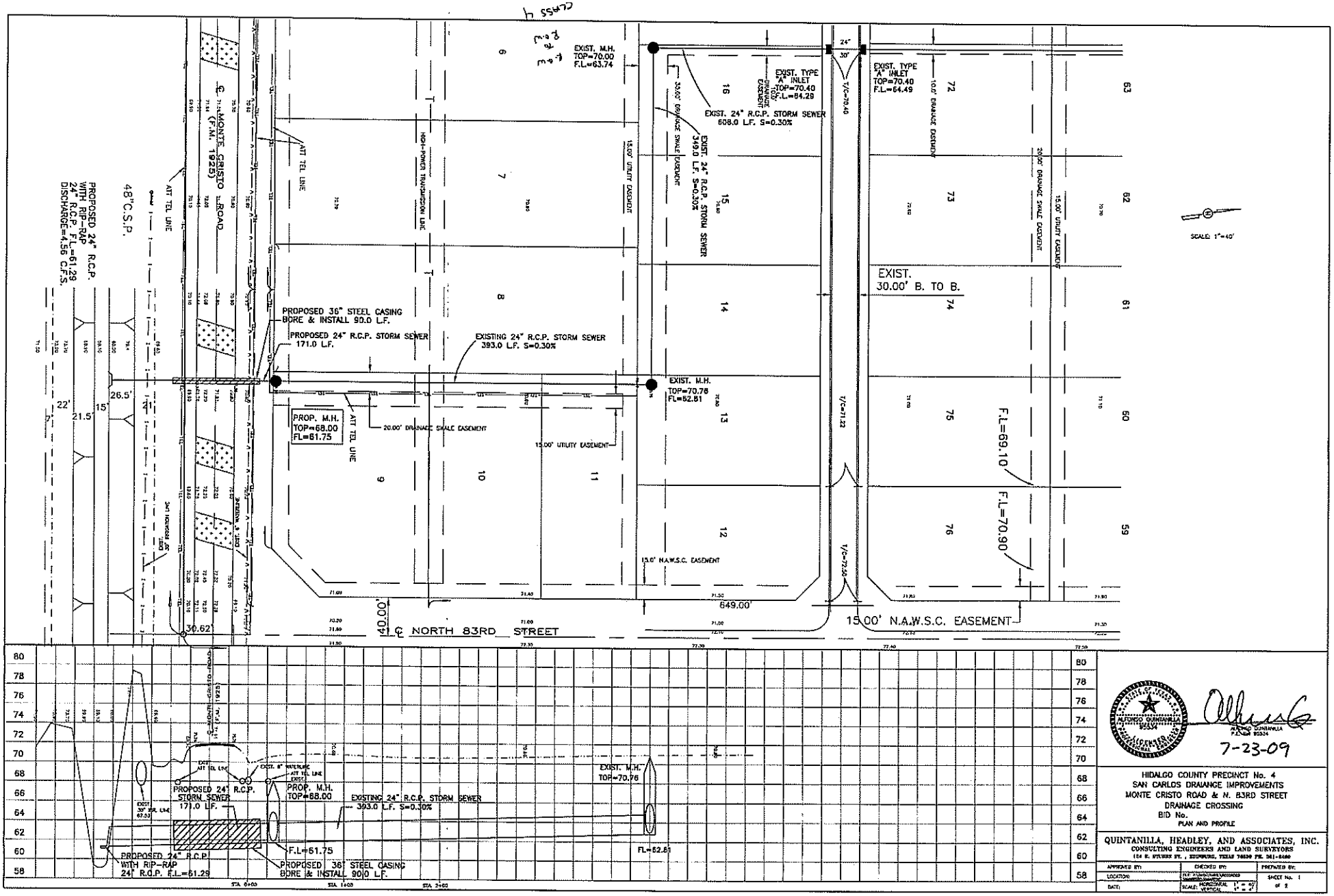
Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1339-431-00-124-06X-0-719
FUNDS AVAILABLE Y/N?: Pending MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Program 062 & 063 Funding pending approval of interdepartmental transfer AI#16258 CC 7-7-09. And pending PO Reclassification from Program 052 & 053 to 062 & 063 respectively.

FISCAL YEAR: 2009 ACCT. #: 9-1339-431-00-124-049-0-733
FUNDS AVAILABLE Y/N?: Pending MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Funding pending approval of interdepartmental transfer AI#16258 CC 7-7-09.

Attachments

Link: Invoice #7139
Link: Memo-Request by Pct 4
Link: WA Ex-A



ALFONSO QUINTANILLA
P.E. No. 85324
7-23-09

HIDALGO COUNTY PRECINCT No. 4
SAN CARLOS DRAINAGE IMPROVEMENTS
MONTE CRISTO ROAD & N. 83RD STREET
DRAINAGE CROSSING
BID No.
PLAN AND PROFILE

QUINTANILLA, HEADLEY, AND ASSOCIATES, INC.
CONSULTING ENGINEERS AND LAND SURVEYORS
124 E. STUBBS ST., EDINBURG, TEXAS 78539 PH. 381-6480

APPROVED BY:	CHECKED BY:	PREPARED BY:
LOCATION:		SHEET No. 1
DATE:	SCALE: HORIZONTAL 1" = 40' VERTICAL 1" = 4'	of 2

HIDALGO COUNTY PRECINCT No. 4
SAN CARLOS DRAINAGE IMPROVEMENTS
NORTH BRANCH DRAIN
MONTE CRISTO ROAD DRAIN DITCH CULVERT CROSSING

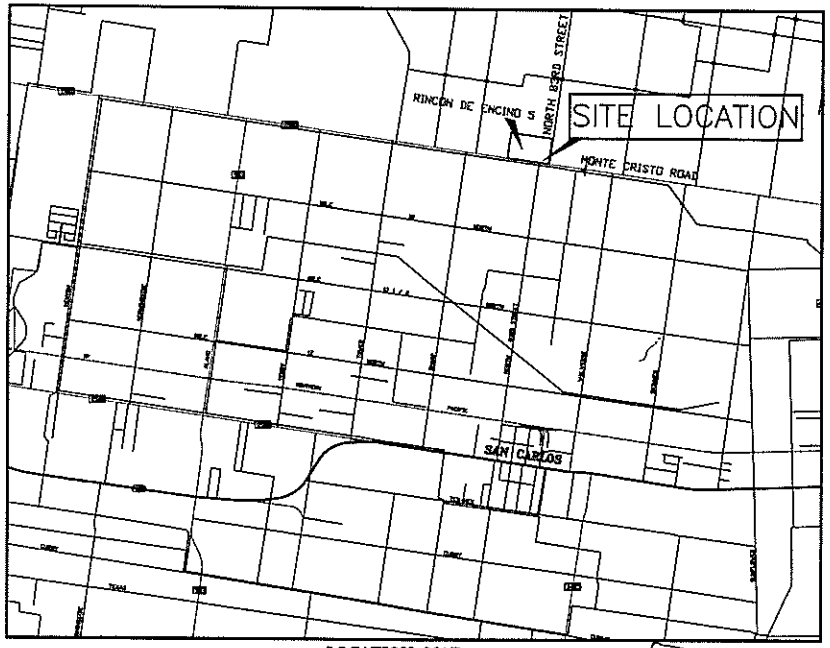
ENGINEERING CONTRACT: C-08-477-12-09
WORK AUTHORIZATION No. 3

2009

PRECINCT No. 4 COUNTY OFFICIAL
OSCAR GARZA,JR..... COUNTY COMMISSIONER

Index

1.- COVER SHEET
2.- MONTE CRISTO RD. (F.M. 1925) CROSSING & PROFILE
3.- DETAIL SHEET



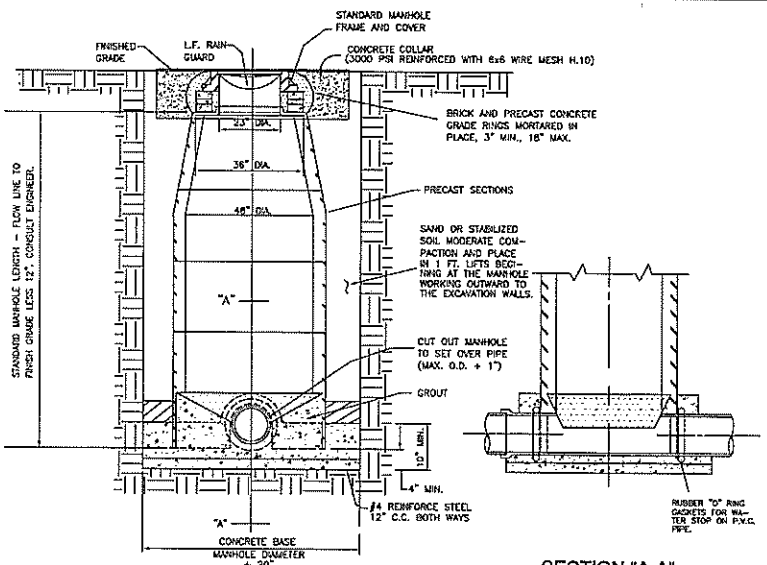
LOCATION MAP
SCALE 1" = 2000'

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS · LAND SURVEYORS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
REGISTRATION NUMBER F-1513
PHONE 956-381-6480
FAX 956-381-0527

STATE OF TEXAS
ALFONSO QUINTANILLA
95534
LICENSED PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA
P.E. No. 95534

7-23-09
DATE



TYP. CONCRETE MANHOLE INSTALLATION

(NOT TO SCALE)

SECTION "A-A"

(NOT TO SCALE)

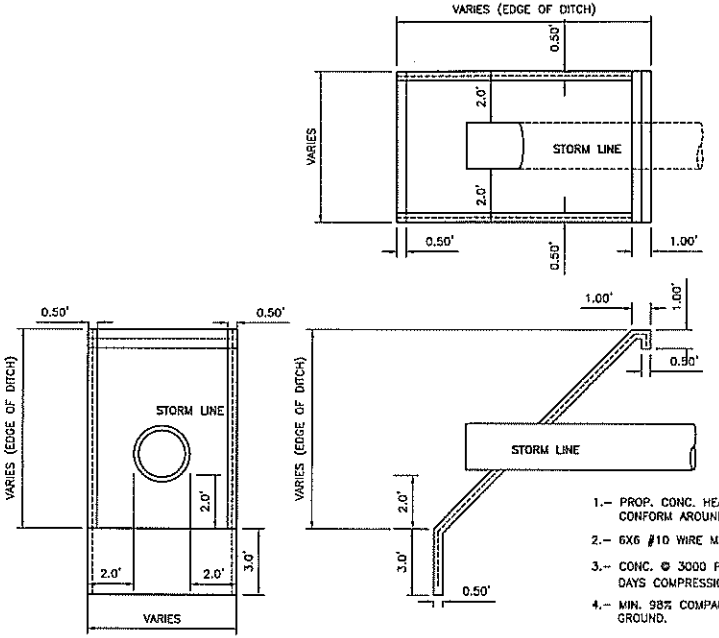
GENERAL NOTES:

BEFORE ATTEMPTING TO INSTALL ANY MANHOLE BE SURE EXCAVATION HAS BEEN SHORED PROPERLY.
CONCRETE BASE TO BE POURED IN PLACE IN TRENCH.

MANHOLE TO BE INSTALLED BY INSERTING INTO WET CONCRETE BASE

FLEXIBLE CONNECTIONS: IF A SEALANT BETWEEN PIPE AND MANHOLE IS NEEDED, USE STAUFFER CHEMICAL "DIXONSEAL" SILICONE SEALANT OR EQUAL. FILL BOTTOM OF MANHOLE WITH GROUT FOR JUNCTIONS.

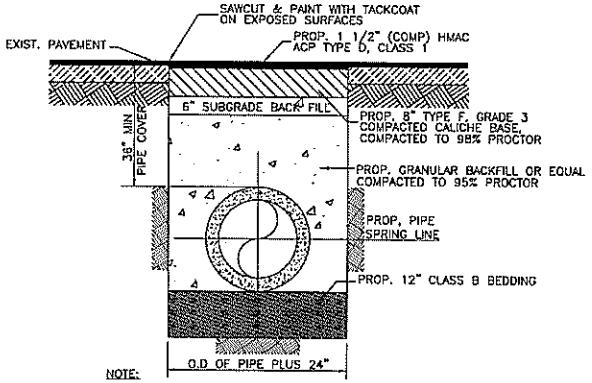
-CHANNEL DEPTH MUST BE AT LEAST 1/2 PIPE DIAMETER.
-BENCH PROVIDED ABOVE CHANNEL SHALL BE SLOPED 1/2" /FT.
-BRICKS SHOULD NOT BE USED FOR LEVELING MANHOLE COVER.



1.- PROP. CONC. HEADWALL TO CONFORM AROUND DITCH.
2.- 6X6 #10 WIRE MESH
3.- CONC. @ 3000 PSI AT MIN. 28 DAYS COMPRESSION STRENGTH.
4.- MIN. 98% COMPACTION NATURAL GROUND.

RIP-RAP DETAIL

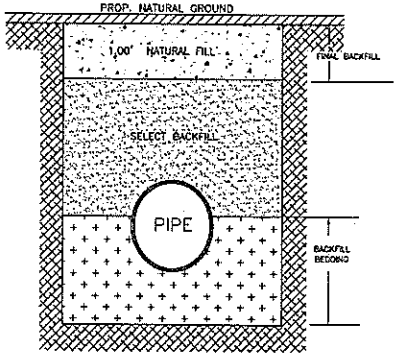
NO SCALE



NOTE:
THE BACKFILL SHALL EXTEND THREE FEET BEYOND THE EDGE OF EXISTING PAVEMENT.

TYPICAL TRENCH REPAIR

NO SCALE



EMBEDMENT DETAIL R.C.P. BACKFILL

HIDALGO COUNTY PRECINCT No. 4
SAN CARLOS DRAINAGE IMPROVEMENTS
MONTE CRISTO ROAD & N. 83RD STREET
DRAINAGE CROSSING
PAVING & DRAINAGE DETAILS

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS
LAND SURVEYORS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
PHONE 956-381-6485
FAX 956-381-0527
REGISTRATION NUMBER F-1513

7-23-09

THE STATE OF TEXAS '
'
COUNTY OF HIDALGO '

SERVICE CONTRACT
C-00-00-00-00

THIS CONTRACT is made and entered into this____day of_____**, 200** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and_____**.** a Texas Corporation. ("Company").

WHEREAS, Company responded to advertised notices for bids for **A**_____@ of _____ (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

DRAFT

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

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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 _____
_____
_____
_____

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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.

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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:_____

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AI-16753 **21.E.1.**

Approval of WAs #1-Renovation of the Six Roof Projects in the Pcts. #1 & 2 Areas and WA #2 for the overhead doors for County wide Shop

CC REGULAR

Date:	08/04/2009
Submitted By:	Rocio Villarreal, PURCHASING DEPT.
Submitted For:	Rocio Villarreal
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Buildings & Grounds

Information

CAPTION

Acceptance and approval of:

a. Work Authorization No. 1-C-09-262-07-14 for $35,940.00 with Dos Logistics, Inc., contracted firm for the provision of engineering services for the "Renovation of Six (6) County-owned Building Roofs" located in the Pct. #1 area;

b. Work Authorization No. 1-C-09-237-06-08 for $32,552.00 with Dos Logistics, Inc., contracted firm for the provision of engineering services for the "Renovation of Six (6) County-owned Building Roofs" located in the Pct. #2 area
and thus complying with labor code requirements.

c. Work Authorization No. 2-C-09-237-06-08 for $2,992.00 with Dos Logistics, Inc., contracted firm for the provision of engineering services for the replacement of existing overhead doors and related materials to County wide Shop (09-091).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-415-00-115-072-0-431

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

BUDGETARY IMPACT:

A. and **B**.
Refer to Agenda Item #16775. Funding is pending transfer (AI #16775) in the amount of $68,492.00.

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-419-40-220-001-0-334

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

BUDGETARY IMPACT:

C.
Available balance as of 07/31/09 in the amount of $6,500.00

Attachments

Link: WA# 1 Precinct No. 1 Area

Link: WA#1 Precinct No. 2 Area

Link: WA #2 Precinct No. 2 Area

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/30/2009 02:16 PM	APRV
2	Budget & Management	Erika Zamora	07/30/2009 02:23 PM	APRV
3	Olga Garza	Olga Garza	07/31/2009 04:43 PM	APRV
4	Auditor's Office		07/31/2009 05:18 PM	NEW

Form Started By: Rocio Villarreal — Started On: 07/30/2009 11:24 AM

Final Approval Date: 07/31/2009

HIDALGO COUNTY

Professional Engineering Services
Contract # C-09-262-07-14
Work Authorization Form

WORK AUTHORIZATION NO. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, Dos Logistics, Inc. professional engineers of Weslaco Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide Structural Evaluations, Windstorm Analysis and Certification.

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Engineer*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is $35,940.00.This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 6 of the Agreement.

PART 4. FUNDING

This Work Authorization No.1 shall be funded through funding source:
Account No. _-_ _ _-_ _ _-_ _-_ _ _-_ _ _-_ _ _-_ _
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization.

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. **ACKNOWLEDGEMENT AND CONFIRMATION**
Acknowledgement and confirmation by Hidalgo County Precinct No. 1 Commissioner Sylvia S. Handy to content and detail of this Work Authorization No. # 1.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 1:

BY:_____

PART 8. ACCEPTANCE AND APPROVAL
This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of _____ day of _____, 2009.

THE ENGINEER:
DOS LOGISTICS, INC.

_____
By: Eric Ybarra
President/ CEO

THE OWNER:
HIDALGO COUNTY

_____
By: Juan D. Salinas, III,
County Judge

ATTEST:

_____
by: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Service to be Provided by the Owner
ATTACHMENT "B" - Services to be Provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Cost Proposal

Attachment "A"
Services to be Provided by the Owner

The following provides an outline of the services to be provided by the **Owner** in the development of the **Project.**

I. GENERAL

The **Owner** will provide the **Engineer** the following:

(1) Authorization to the **Engineer** to begin work in accordance with Article 7 of this Agreement.

(2) Payment for work performed by the **Engineer** and accepted by the Owner in accordance with Article 5 and Article 6, both of this Agreement.

(3) Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **Engineer** cannot easily obtain.

(4) Provide any available relevant data the Owner may have on file concerning the **Project.**

(5) Attend and participate in progress meetings as required and as coordinated and conducted by the **Engineer.**

(6) Provide a copy of the Engineering study, previously prepared by other parties contracted by the **Owner.**

II. PRELIMINARY ENGINEERING, FINAL DESIGN & CONSTRUCTION

The **Owner** will provide to the **Engineer** the following:

Preliminary Engineering

(1) Attend the preliminary concept Conference coordinated and conducted by the **Engineer** and more particularly identified in **EXHIBIT "B"** attached to this Agreement.

Final Design

(1) Review and approve plan, specifications, and estimate (PS&E) for the **Project** or portions of the **Project** as prepared by the **Engineer** and more particularly identified in **EXHIBIT "B"** attached to this Agreement.

Attachment "B"
Services to be Provided by the Engineer

The project will consist of On-Call Engineering Services as shown but not limited, to, the following.

A. Evaluation, analysis, recommendations, cost and time estimates, reports, permits, preplanning studies, preparation of preliminary and/or contract documents (including working drawings and specifications), field inspections and investigations, shop drawings review resolution of construction issues, coordination with permitting agencies, coordination with utilities, and coordination with other on call consultants as necessary.

B Provide services as necessary for, but not limited to, the following areas: land development, land re-development, storm water systems design, storm water management designs, roadway and parking lot designs, pavement analysis and design, signage, traffic flow studies, utility design, erosion and sediment control plans, periodic construction observation to verify compliance with plans and specifications, feasibility studies, Value Engineering Water Plan Design, Waist/Water Plant Design Hydrology & Hydraulic Analysis, Master Plan, Environmental Assessments Concrete Design, Concrete Design, Concrete Roadway, Steel Design, Commercial Building Design, Industrial Structures, Lift Station Design (above/underground) Hospital and other Instructional projects, Multistory Buildings Design, Timber Design, Bridge Design/Inspections, As Built Reviews, Analysis of Existing Structures, Dock Design, Windstorm Design/Inspections.

Attachment "C"
Work Schedule

The work schedule is dependent on the period of Construction. Dos Logistics Inc will provide an inspector to monitor the re-roofing work being performed at all of the facilities. An engineer will also make periodic inspections to assure all work is being within all building codes and as per the manufacturer's recommendation.

Attachment "D"
COST PROPOSAL

ELSA MULTI-SERVICE CENTER

ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	AMOUNT
D-1	Construction Inspector	120	HRS	$95.00	$11,400
D-2	Structural Engineer (Periodic Inspections and support)	16	HRS	$186.00	$2,976
				Subtotal	**$14,376**

(PRECINCT NO. 1 MULTI-PURPOSE CENTER) JP & CONSTABLE BLDG

ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	AMOUNT
E-1	Construction Inspector	60	HRS	$95.00	$5,700
E-2	Structural Engineer (Periodic Inspections and support)	8	HRS	$186.00	$1,488
				Subtotal	**$7,188**

(PRECINCT NO. 1 MULTI-PURPOSE CENTER) ADMINISTRATION / TAX / AUTO LICENSE OFFICE

ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	AMOUNT
F-1	Construction Inspector	120	HRS	$95.00	$11,400
F-2	Structural Engineer (Periodic Inspections and support)	16	HRS	$186.00	$2,976
				Subtotal	**$14,376**

BUILDING INSPECTION SUMMARY	
ELSA MULTI-SERVICE CENTER	**$14,376**
(PRECINCT NO. 1 MULTI-PURPOSE CENTER) JP & CONSTABLE BLDG	**$7,188**
ADMINISTRATION / TAX / AUTO LICENSE OFFICE	**14,376**

TOTAL =	**$35,940**

HIDALGO COUNTY

Professional Engineering Services
Contract # C-09-237-06-08
Work Authorization Form

WORK AUTHORIZATION NO. _1__

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, Dos Logistics, Inc. professional engineers of Weslaco Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide Structural Evaluations, Windstorm Analysis and Certification.

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Engineer*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is $32,552.00.This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 6 of the Agreement.

PART 4. FUNDING

This Work Authorization No.1 shall be funded through funding source:
Account No. _-_ _ _ _-_ _ _-_ _-_ _ _-_ _ _-_ _-_ _ _
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization.

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. **ACKNOWLEDGEMENT AND CONFIRMATION**
Acknowledgement and confirmation by Hidalgo County Precinct No. 2 Commissioner Hector Palacios as to content and detail of this Work Authorization No. # 1.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 2:

BY:_____

PART 8. ACCEPTANCE AND APPROVAL
This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of _____ day of _____, 2009.

THE ENGINEER:
DOS LOGISTICS, INC.

_____
By: Eric Ybarra
President/ CEO

THE OWNER:
HIDALGO COUNTY

_____
By: Juan D. Salinas, III,
County Judge

ATTEST:

_____
by: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Service to be Provided by the Owner
ATTACHMENT "B" - Services to be Provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Cost Proposal

Attachment "A"
Services to be Provided by the Owner

The following provides an outline of the services to be provided by the **Owner** in the development of the **Project**.

I. GENERAL

The **Owner** will provide the **Engineer** the following:

(1) Authorization to the **Engineer** to begin work in accordance with Article 7 of this Agreement.

(2) Payment for work performed by the **Engineer** and accepted by the Owner in accordance with Article 5 and Article 6, both of this Agreement.

(3) Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **Engineer** cannot easily obtain.

(4) Provide any available relevant data the Owner may have on file concerning the **Project.**

(5) Attend and participate in progress meetings as required and as coordinated and conducted by the **Engineer**.

(6) Provide a copy of the Engineering study, previously prepared by other parties contracted by the **Owner**.

II. PRELIMINARY ENGINEERING, FINAL DESIGN & CONSTRUCTION

The **Owner** will provide to the **Engineer** the following:

Preliminary Engineering

(1) Attend the preliminary concept Conference coordinated and conducted by the **Engineer** and more particularly identified in **EXHIBIT "B"** attached to this Agreement.

Final Design

(1) Review and approve plan, specifications, and estimate (PS&E) for the **Project** or portions of the **Project** as prepared by the **Engineer** and more particularly identified in **EXHIBIT "B"** attached to this Agreement.

Attachment "B"
Services to be Provided by the Engineer

The project will consist of On-Call Engineering Services as shown but not limited, to, the following.

A. Evaluation, analysis, recommendations, cost and time estimates, reports, permits, preplanning studies, preparation of preliminary and/or contract documents (including working drawings and specifications), field inspections and investigations, shop drawings review resolution of construction issues, coordination with permitting agencies, coordination with utilities, and coordination with other on call consultants as necessary.

B Provide services as necessary for, but not limited to, the following areas: land development, land re-development, storm water systems design, storm water management designs, roadway and parking lot designs, pavement analysis and design, signage, traffic flow studies, utility design, erosion and sediment control plans, periodic construction observation to verify compliance with plans and specifications, feasibility studies, Value Engineering Water Plan Design, Waist/Water Plant Design Hydrology & Hydraulic Analysis, Master Plan, Environmental Assessments Concrete Design, Concrete Design, Concrete Roadway, Steel Design, Commercial Building Design, Industrial Structures, Lift Station Design (above/underground) Hospital and other Instructional projects, Multistory Buildings Design, Timber Design, Bridge Design/Inspections, As Built Reviews, Analysis of Existing Structures, Dock Design, Windstorm Design/Inspections.

Attachment "C"
Work Schedule

The work schedule is dependent on the period of Construction. Dos Logistics Inc will provide an inspector to monitor the re-roofing work being performed at all of the facilities. An engineer will also make periodic inspections to assure all work is being within all building codes and as per the manufacturer's recommendation.

Attachment "D"
COST PROPOSAL

SAN JUAN CRC

ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	AMOUNT
A-1	Construction Inspector	120	HRS	$95.00	$11,400
A-2	Structural Engineer (Periodic Inspections and support)	16	HRS	$186.00	$2,976
				Subtotal	**$14,376**

McALLEN HEALTH DEPARTMENT

ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	AMOUNT
B-1	Construction Inspector	80	HRS	$95.00	$7,600
B-2	Structural Engineer (Periodic Inspections and support)	8	HRS	$186.00	$1,488
				Subtotal	**$9,088**

McALLEN TAX & AUTO LICENSE OFFICE

ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	AMOUNT
C-1	Construction Inspector	80	HRS	$95.00	$7,600
C-2	Structural Engineer (Periodic Inspections and support)	8	HRS	$186.00	$1,488
				Subtotal	**$9,088**

BUILDING INSPECTION SUMMARY	
SAN JUAN CRC	$14,376
McALLEN HEALTH DEPARTMENT	$9,088
McALLEN TAX & AUTO LICENSE OFFICE	$9,088

TOTAL =	$32,552

HIDALGO COUNTY

Professional Engineering Services
Contract # C-09-237-06-08
Work Authorization Form

WORK AUTHORIZATION NO. 2

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, Dos Logistics, Inc. professional engineers of Weslaco Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide Review the Contractor Bid, Review Selected Product Specifications, Review Fabrication / Shop Drawings, Review Contractor Submittals, and Inspections.

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Engineer*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is $2,992.00.This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 6 of the Agreement.

PART 4. FUNDING

This Work Authorization No.1 shall be funded through funding source:
Account No. 9-1100-419-40-220-00-1-334
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization.

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. **ACKNOWLEDGEMENT AND CONFIRMATION**
Acknowledgement and confirmation by Hidalgo County Precinct No. 2 Commissioner Hector Palacios as to content and detail of this Work Authorization No. # 2.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 2:

BY:_____

PART 8. ACCEPTANCE AND APPROVAL
This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of _____ day of _____, 2009.

THE ENGINEER:
DOS LOGISTICS, INC.

_____
By: Eric Ybarra
President/ CEO

THE OWNER:
HIDALGO COUNTY

_____
By: Juan D. Salinas, III,
County Judge

ATTEST:

_____
by: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Service to be Provided by the Owner
ATTACHMENT "B" - Services to be Provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Cost Proposal

Attachment "A"
Services to be Provided by the Owner

The following provides an outline of the services to be provided by the **Owner** in the development of the **Project**.

I. GENERAL

The **Owner** will provide the **Engineer** the following:

(1) Authorization to the **Engineer** to begin work in accordance with Article 7 of this Agreement.

(2) Payment for work performed by the **Engineer** and accepted by the Owner in accordance with Article 5 and Article 6, both of this Agreement.

(3) Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **Engineer** cannot easily obtain.

(4) Provide any available relevant data the Owner may have on file concerning the **Project**.

(5) Attend and participate in progress meetings as required and as coordinated and conducted by the **Engineer**.

(6) Provide a copy of the Engineering study, previously prepared by other parties contracted by the **Owner**.

II. PRELIMINARY ENGINEERING, FINAL DESIGN & CONSTRUCTION

The **Owner** will provide to the **Engineer** the following:

Preliminary Engineering

(1) Attend the preliminary concept Conference coordinated and conducted by the **Engineer** and more particularly identified in **EXHIBIT "B"** attached to this Agreement.

Final Design

(1) Review and approve plan, specifications, and estimate (PS&E) for the **Project** or portions of the **Project** as prepared by the **Engineer** and more particularly identified in **EXHIBIT "B"** attached to this Agreement.

Attachment "B"
Services to be Provided by the Engineer

The project will consist of On-Call Engineering Services as shown but not limited, to, the following.

A. Evaluation, analysis, recommendations, cost and time estimates, reports, permits, preplanning studies, preparation of preliminary and/or contract documents (including working drawings and specifications), field inspections and investigations, shop drawings review resolution of construction issues, coordination with permitting agencies, coordination with utilities, and coordination with other on call consultants as necessary.

B Provide services as necessary for, but not limited to, the following areas: land development, land re-development, storm water systems design, storm water management designs, roadway and parking lot designs, pavement analysis and design, signage, traffic flow studies, utility design, erosion and sediment control plans, periodic construction observation to verify compliance with plans and specifications, feasibility studies, Value Engineering Water Plan Design, Waist/Water Plant Design Hydrology & Hydraulic Analysis, Master Plan, Environmental Assessments Concrete Design, Concrete Design, Concrete Roadway, Steel Design, Commercial Building Design, Industrial Structures, Lift Station Design (above/underground) Hospital and other Instructional projects, Multistory Buildings Design, Timber Design, Bridge Design/Inspections, As Built Reviews, Analysis of Existing Structures, Dock Design, Windstorm Design/Inspections.

Attachment "C"
Work Schedule

The work schedule is dependent on the period of Construction. Dos Logistics Inc will provide an inspector to monitor the overhead door replacement work being performed at all of the facilities. An engineer will also make periodic inspections to assure all work is being within all building codes and as per the manufacturer's recommendation.

Attachent D
Cost Proposal

OVERHEAD DOOR REPLACEMENT PROJECT

ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	AMOUNT
A-1	Construction Inspector	8	HRS	$95.00	$760
A-2	Structural Engineer (Periodic Inspections and support)	12	HRS	$186.00	$2,232
				TOTAL FEE =	**$2,992**

AI-16691 **21.F.1.**

Change Order No.1 El Charro No. 2 Subdivision Pct. No. 2
CC REGULAR

Date:	08/04/2009
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

Acceptance and approval of Change Order No. 1 with contractor, Alvarez Construction, for El Charro Subdivision, Pct. No. 2 reflecting a net increase in the amount of $2,000.00 because curb inlets at Maya Street needed to be adjusted along with the street profile (6 extra days were requested by contractor) including Contractor's request for an additional (8) construction days due to rain and wet days as submitted through project engineer, R. Gutierrez Engineering Corporation-Contract No. C-CAP-09-001-04-21.

BACKGROUND

Contract Price with change order no.1 - $196,300.50

Fiscal Impact

FISCAL YEAR: 9 **ACCT. #:** 9-1311-431-00-122-240-1-733

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

BUDGETARY IMPACT:

Funds will be available pending LIT AI-16693 8/04/09.

Ref: PO#622455

Attachments

Link: Change Order No. El Charro Subdivision

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvette Islas	Yvette Islas	07/29/2009 09:56 AM	APRV
2	Purchasing Department	Marty Salazar	07/29/2009 01:58 PM	APRV
3	Budget & Management	Erika Zamora	07/29/2009 02:18 PM	APRV
4	Roland Garcia	Rolando Garcia	07/30/2009 03:08 PM	APRV
5	Auditor's Office		07/31/2009 05:18 PM	NEW

Form Started By: Marcie Jackson Started On: 07/28/2009 10:12 AM

Final Approval Date: 07/31/2009

CHANGE ORDER NUMBER ONE (1)

PROJECT: EL CHARRO SUBDIVISION

DATE OF ISSUANCE: July 20, 2009 **EFFECTIVE DATE:** July 20, 2009

OWNER: HIDALGO COUNTY PRECINCT NO. 2
OWNER's Contract No.: C-CAP-09-001-04-21

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. Curb Inlets at Maya Street needs to be adjust along with the street profile (6 extra days are requested by contractor)
2. Contractor is asking for 8 construction days due to rain

Reason for Change Order:

1. Inlets needs to be adjusted to avoid conflict with Sanitary Sewer Main line.
   Street profile needs to adjusted to provide cover to a Sanitary Sewer service.
2. 8 Rain and wet days were requested by contractor, they were unable to work.

Attachments:

Change in Contract Price:		CHANGE IN CONTRACT TIME:	
Original Contract Price $ 194,300.50		Original Contract Time for Substantial Completion:	75 calendar days or dates
Net Changes from previous Change Order $		Net change from previous Change Orders	0 calendar days
Contract Price prior to this Change Order $ 194,300.50		Contract Time prior to this Change Order Substantial Completion:	75 calendar days or dates
Net Increase (decrease) of this Change Order $ 2,000.00		Net Increase (decrease) of this Change Order	14 calendar days
Contract Price with all approved Change Orders $ 196,300.50	Net % increase (decrease) from original contract price. 1.00 %	Contract Time with all approved Change Orders Substantial Completion:	89 calendar days or dates

RECOMMENDED:
By: _____ P.E.
Engineer (Authorized Signature)
Date: 7/22/09

APPROVED:
By: _____
Owner (Authorized Signature)
Date: _____

ACCEPTED:
By: _____
Contractor (Authorized Signature)
Date: July 22, 09

CHANGE ORDER NO. 1 TABULATION
HIDALGO COUNTY PRECINCT NO. 2
EL CHARRO SUBDIVISION
BID NUMBER: CAP-09-001-04-21

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								
	(906) DRAINAGE								
1	870	870	LF	Trench Excavation Protection	$ 4.00	$ 4.00	$ 3,480.00	0.00	3,480.00
2	5	5	CY	Concrete Riprap (CL C)	$ 500.00	$ 500.00	$ 2,500.00	0.00	2,500.00
3	291	291	LF	RCP (CLIII) (18")	$ 30.00	$ 30.00	$ 8,730.00	0.00	8,730.00
4	383	383	LF	RCP (CLIII) (24")	$ 40.00	$ 40.00	$ 15,320.00	0.00	15,320.00
5	308	308	LF	RCP (CLIII) (30")	$ 45.00	$ 45.00	$ 13,860.00	0.00	13,860.00
6	9	9	EA	Inlet (Ty A)	$ 4,000.00	$ 4,000.00	$ 36,000.00	0.00	36,000.00
7	1	1	EA	Inlet (Ty C)	$ 4,000.00	$ 4,000.00	$ 4,000.00	0.00	4,000.00
8	3	3	EA	Inlet (Ty F2)	$ 6,000.00	$ 6,000.00	$ 18,000.00	0.00	18,000.00
9	1	1	EA	Manhole (Ty A)	$ 3,000.00	$ 3,000.00	$ 3,000.00	0.00	3,000.00
10	4	4	EA	Safety End Treatment (6:1)	$ 2,000.00	$ 2,000.00	$ 8,000.00	0.00	8,000.00
11	9887	9887	LF	Concrete Curb & Gutter (Ty A) (Barrier)	$ 6.50	$ 6.50	$ 64,265.50	0.00	64,265.50
12	420	420	LF	Concrete Valley Gutter (4Ft)	$ 18.00	$ 18.00	$ 7,560.00	0.00	7,560.00
13	355	355	SY	Driveways (Concrete)	$ 27.00	$ 27.00	$ 9,585.00	0.00	9,585.00
14	0	2	EA	Inlet Adjustment	$ -	$ 1,000.00	$ -	2,000.00	2,000.00
					Total		**$ 194,300.50**	**$ 2,000.00**	**$ 196,300.50**

				TOTAL BASE AMOUNTS:		**$ 194,300.50**	**$ 2,000.00**	**$ 196,300.50**

AI-16683 **21.F.2.**

Road & Drainage Construction for Esperanza Estates Subdivision Award Recommendation

CC REGULAR

Date:	08/04/2009
Submitted By:	Yvette Islas, PURCHASING DEPT.
Submitted For:	Agapito Vargas
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	CAP Pct.2

Information

CAPTION

Consideration, and action on a recommendation by project engineer, DOS Logistics, Inc. to award to the lowest bidder meeting all specifications/requirements: Total Commitment, LLC in the amount of $131,181.00 for Bid No. CAP-2009-288-07-15-YSI “Road & Drainage Construction for Esperanza Estates Subdivision" pending TX Dot's concurrence.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 9 **ACCT. #:** 9-1312-431-00-122-262-0-XXX

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

BUDGETARY IMPACT:

9-1312-431-00-122-262-0-731; $82,277.77
9-1312-431-00-122-262-0-733; $87,255.00

Available as of 07/30/09.

Attachments

Link: ltr recomd from eng n to txdot

Link: 16683

Link: bt sheet esperanza

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/29/2009 01:46 PM	APRV
2	Budget & Management	Erika Zamora	07/29/2009 01:47 PM	APRV
3	Roland Garcia	Rolando Garcia	07/30/2009 09:08 AM	APRV
4	Auditor's Office		07/31/2009 05:18 PM	NEW

Form Started By: Yvette Islas — Started On: 07/27/2009 01:45 PM

Final Approval Date: 07/31/2009

Agapito Vargas, Jr.
Executive Director

COLONIA ACCESS PROGRAM
County of Hidalgo

27 July 2009

Sharon Slagle, Colonia Project Manager
Texas Department of Transportation
600 West Expressway 83
Pharr, TX 78577

Re: Bid Award Number CAP-09-288-07-15-YSI 3rd Call; Esperanza Estates Subdivision – CSJ: 3C1080262

Dear Sharon:

Attached please find information regarding the award of the above-referenced 3rd Call Colonias Project for road construction and drainage.

Please be advised that the County will proceed to award the bid based on the following:

1). Engineers Recommendation
2) Bidder meets all County requirements
3) Bid is the lowest of bids received
4) Cost Breakdown

DOS Logistics, Inc. has reviewed bids and tabulations and is recommending Total Commitment, LLC. of Mission, Texas as the low bidder for the above-referenced project. The amount budgeted for this project is $87,255.00 for drainage work and $115,087.81 for road work for a grand total of $202,342.81. Based on the low bid amount the County anticipates an under run on both road and drainage work for this project.

The award will be to the low bidder Total Commitment, LLC with a low bid amount of $131,181.00. The bids received were as follows:

- Sascon, Inc. $146,542.90
- Total Commitment $131,181.00
- Asago Construction $147,706.00
- IOC Company $145,223.40
- JM Construction $195,232.00
- O.G. Construction Co., LLC $132,562.00

Office: (956) 787-1891 • Fax: (956) 787-4683
301 E. State • Pharr, Texas 78577
Equal Opportunity Employer

- G & T Paving Company $157,576.03

- Jimmy Closner & Sons Const. Co. $149,176.75
- 4 Big Construction & ENT LLC Disqualified (Non-Compliance with Bid Bond)

Commissioner Hector "Tito" Palacios concurs with the engineering firm's recommendation and will present the recommendation to Commissioner's Court for approval, once concurrence has been provided by TXDOT.

Please note that the County Commissioner's Court will award the contract pending TXDOT concurrence.

If you require additional information, please feel free to contact me at 787-1891 or on my cell phone at 207-9850.

Sincerely Yours,

Agapito Vargas Jr., Director
Hidalgo County Colonias Access Program

Cc: Commissioner Jose M. Flores, Hidalgo County Precinct 3 (Ltr Copy Only)
Valde Guerra, Commissioner's Court Executive Officer (email)
Humberto Garza, Chief Administrator Precinct 2 (email)
Eralio Palacios, BCAP Coordinator Precinct 2 (email)
Rossana Schettino, HCCAP Auditor (email)
Yvette Islas, HCCAP Buyer II (email)
Project files (email)

DL, INC.
DOS LOGISTICS, INC.

Corporate Office

Jul 24, 2009

Mr. Agapito Vargas
Hidalgo County Colonia Access Director
301 East State Street
Pharr, Texas 78577

Re: ***Hidalgo County Precinct # 2***
Bid No. CAP -09-288-07-15-YSI
"Road & Drainage Construction for Esperanza Estates Subdivision"

Dear Mr. Vargas:

We have tabulated the bids (copy is attached) received from Sascon Inc., Total Commitment LLC, Asago Construction, IOC Company LLC, O.G. Construction Company LLC, J.M. Construction, Jimmy Closner & Sons Construction Company, and G & T Paving Company on the referenced bid item. We are recommending that the precinct place an item to award this contract to Total Commitment LLC, in the base bid amount of $131,181.00 for the Hidalgo County – "Road & Drainage Construction for Esperanza Estates Subdivision" on the August 4, 2009 Commissioners' Court Agenda.

If you should have any questions please call.

Sincerely,

P.E.

Jose G. Reyes, P.E.
Project Manager

RECEIVED
JUL 24 2009
Generalden

cc: Commissioner Hector "Tito" Palacios – Hidalgo County, Precinct #2

212 W. 3rd Street, Weslaco, Texas 78596 ♦ Phone: 956.968.8800 ♦ Fax: 956.447.8194
www.doslogistics.com

Esperanza Estates Subdivision
CSJ: 3C1080262
Cost Breakdown
Precinct 2

Bid Item No.	Item Description	Quantity	Unit	Unit Price	Amount Bid
	ROADWAY				
100	Preparing ROW	12.7	STA	$400.00	$5,080.00
247	8" Flex Base TY "E" GR4, Complete in Place	940	CY	$5.50	$5,170.00
251	Rewrk Base Mtrl	2752	SY	$2.50	$6,880.00
310	ASPH Material (MC-30)	806	GAL	$3.50	$2,821.00
340	Hot Mix (TY "D") (1.5")	341	TONS	$93.00	$31,713.00
500	Mobilization	1	LS	$1,000.00	$1,000.00
502	Barricades, Signs and Traffic Handling	3	MO	$1,000.00	$3,000.00
506	Temp Sedmt Cont Fence	144	LF	$3.00	$432.00
2500	(8") EN-1 Treated Flexbase	4357	SY	$2.00	$8,714.00
2500	EN-1 Roadbond	35	GAL	$80.00	$2,800.00
	SubTotal Base Bid				**$67,610.00**
	DRAINAGE				
402	Trench Excavation Protection	986	LF	$1.50	$1,479.00
464	RCP (CL III) (18")	64	LF	$20.00	$1,280.00
464	RCP (CL III) (24")	967	LF	$26.00	$25,142.00
465	Inlet (Type "A") Complete	4	EA	$2,200.00	$8,800.00
465	Manhole (COMPL)(TY A)	2	EA	$2,000.00	$4,000.00
529	Concrete Curb & Gutter (Ty "A") (Barrier)	2602	LF	$7.00	$18,214.00
530	Driveways (Concrete) (4")	36	SY	$36.00	$1,296.00
530	Driveways (ASPH)(TY PRB-1)	168	SY	$20.00	$3,360.00
	SubTotal Drainage				**$63,571.00**
	GrandTotal Roadwork Base Bid and Drainage				**$131,181.00**

Roadwork Allocation:	$ 82,277.77
25% Transfer Increase	$ -
Transfer "Contingency"	$ 3,624.27
Total Allocation and Transfer	$ 82,277.77
Low Base Bid Roadwork and Alternate 1	$67,610.00
Overrun/Underrun	$14,667.77

Drainage Allocation:	$ 87,255.00
Low Bid Drainage:	$63,571.00
Overrun/Underrun	$23,684.00

Hidalgo County

Expenditure Summary Report

Standard Report Format

Account No/Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Period Expended	Y-T-D Expended	Available Balance	Percent
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3								
9-1312-431-00-122-262-0-312	ESPERANZA ESTATES SUBD-INDIRE	.00	4,314.14	.00	672.37	672.37	3,641.77	15.59
9-1312-431-00-122-262-0-334	ESPERANZA ESTATES SUBD-ENG &	.00	18,648.61	3,729.72	14,918.89	14,918.89	.00	100.00
9-1312-431-00-122-262-0-339	ESPERANZA ESTATES SUBD-OTHER	.00	5,933.65	5,340.09	593.56	593.56	.00	100.00
9-1312-431-00-122-262-0-731	ESPERANZA ESTATES SUBD-ROADS	.00	82,277.77	.00	.00	.00	82,277.77	.00
9-1312-431-00-122-262-0-733	ESPERANZA ESTATES SUBD-DRAINA	.00	87,255.00	.00	.00	.00	87,255.00	.00
9-1312-431-00-122-262-0-899	ESPERANZA ESTATES SUBD-CONTIN	.00	3,624.27	.00	.00	.00	3,624.27	.00
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3		**.00**	**202,053.44**	**9,069.81**	**16,184.82**	**16,184.82**	**176,798.81**	**12.50**
9 YEAR		**.00**	**202,053.44**	**9,069.81**	**16,184.82**	**16,184.82**	**176,798.81**	**12.50**

ai
16683

Yvette Islas

From: Agapito Vargas [agapito.vargas@co.hidalgo.tx.us]
Sent: Monday, July 27, 2009 10:33 AM
To: 'Yvette Islas'
Cc: 'Humberto Garza'; 'Eralio Palacios'; valde.guerra@co.hidalgo.tx.us; 'Marcie G. Jackson'; 'dina trevino'
Subject: Low Bid Award - 3rd Call Project - Esperanza Estates
Attachments: ltr txdot req concur low bid award esperanza est.pdf

Yvette, please place this item on the agenda for Tuesday 4th August 2009.

Court approval to award to low bidder, Total Commitment with a low bid amount of $131,181.00. The project engineering firm is DOS Logistics, Inc. and the project name is Esperanza Estates Subdivision located in Precinct 2. If you have any questions, please let me know. See attachments.
Thanks,

Agapito Vargas, Executive Director
Hidalgo County Border Colonias Access Program
301 East State
Pharr, TX 78577
Office Tel: 956/787-1891
Fax: 956/787-4683
Cell: 956/207-9850
email: agapito.vargas@co.hidalgo.tx.us

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY PRECINCT NO. 2 - BORDER COLONIA ACCESS PROGRAM

BID OPENING DATE: JULY 15, 2009	**BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: "ROAD & DRAINAGE CONSTRUCTION FOR ESPERANZA ESTATES SUBDIVISION"

BID NO: CAP-2009-288-07-15-YSI

RFB NO.	NAME OF COMPANY	TOTAL BID AMOUNT FOR ROAD & DRAINAGE CONSTRUCTION	Bid Bond/ Cashier's Check
1.	Sascon Inc.	$146,542.90	Bid Bond Included
2.	Total Commitment, LLC	$131,181.00	Bid Bond Included
3.	Asago Construction	$149,026.00 read amount $147,706.00 correct amount	Bid Bond Included
4.	IOC Company LLC	$145,223.40	Bid Bond Included
5.	O.G. Construction Company, LLC	$132,572.00 read amount $132,562.00 correct amount	Bid Bond Included
6.	J.M. Construction	$195,232.00	Bid Bond Included
7.	Jimmy Closner & Sons Construction Company	$149,176.75	Bid Bond Included
8.	G & T Paving Company	$157,576.03	Bid Bond Included
9.	4 Big Construction & ENT LLC	Disqualified Due to Non-Compliance of Bid Bond	Disqualified Due to Non-Compliance of Bid Bond
10.			

AI-16613 **21.G.1.**

Interlocal Agreement-The University of Texas Southwestern Medical Center-City of McAllen and County of Hidalgo

CC REGULAR

Date:	08/04/2009		
Submitted By:	Ramon Vela, PURCHASING DEPT.		
Submitted For:	Marty Salazar		
Department:	PURCHASING DEPT.		
Agenda Category:	Health & Human Services Dept.	**Purchasing only:**	Health & Human Services Dept.

Information

CAPTION

Presentation for discussion, consideration, acceptance and approval of the Interlocal Cooperation Agreements between the University of Texas Soutwestern Medical Center, City of McAllen,Texas and County of Hidalgo, Texas.

BACKGROUND

Within thirty (30) days of receipt of invoice from NDLS, The County agrees to pay NDLS Training Center an amount not to exceed $26,250.00.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1293-441-00-340-040-9-XXX

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

BUDGETARY IMPACT:

Interlocal (County) expenses to be paid from Grant funds.
Contract#2009-031071 $194,741.00

Attachments

Link: INTERLOCAL

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/29/2009 03:33 PM	APRV
2	Manuel Chapa	Manuel Chapa	07/31/2009 11:28 AM	APRV
3	Auditor's Office		07/31/2009 05:18 PM	NEW

Form Started By: Ramon Vela — Started On: 07/22/2009 10:36 AM

Final Approval Date: 07/31/2009

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE UNIVERSITY OF TEXAS SOUTHWESTERN MEDICAL CENTER, CITY OF MCALLEN, TEXAS AND COUNTY OF HIDALGO, TEXAS

THIS Agreement is made on this the _____ day of _____ 2009, by and between the **UNIVERSITY OF TEXAS SOUTHWESTERN MEDICAL CENTER,** through its National Disaster Life Support ("NDLS") National Training Center of Texas, hereinafter referred to as the "NDLS Training Center", the **CITY OF MCALLEN, TEXAS**, hereinafter referred to as the "City", and the **COUNTY OF HIDALGO, TEXAS,** hereinafter referred to as the "County", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, NDLS Training Center is a component of the University of Texas Southwestern Medical Center, created by the laws of the State of Texas;

WHEREAS, County is a county in the State of Texas;

WHEREAS, City is a home rule municipality created by the laws of the State of Texas;

WHEREAS, NDLS Training Center program standardizes the emergency response approaches and procedures for all healthcare providers and makes disaster preparedness training consistent across the country;

WHEREAS, NDLS Training Center is one of the most active disaster and anti-terrorism training centers in the nation;

WHEREAS, the County and City are in need of the specialized training offered by NDLS Training Center which will strengthen the local public health system in terms of dealing with public health emergencies;

WHEREAS, the parties desire to engage the services of the NDLS Training Center for basic and advanced disaster life support as provided in Exhibit "A" attached hereto and incorporated herein for all purposes;

WHEREAS, the City has adequate facilities in which to host the specialized training described herein;

WHEREAS, NDLS Training Center, 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;

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

1. NDLS Training Center agrees to provide Basic and Advanced Disaster Life Support to County employees and regional healthcare providers as specified in Exhibit "A", however the parties agree that the training dates identified in Exhibit "A" are subject to change upon mutual written agreement by the parties but in no event shall such training occur later than December 31, 2009.

2. Within thirty (30) days of receipt of invoice from NDLS Training Center, the County agrees to pay NDLS Training Center an amount not to exceed Twenty Six Thousand Two Hundred and Fifty Dollars and no/100ths ($26,250.00) for the training described herein.

3. All training which is the subject of this Agreement shall be conducted at facilities furnished by the City at the City's sole cost and expense during regular business hours which shall be coordinated with County and NDLS. Should the need arise to conduct any training during nights or weekends, the City shall use its best efforts to accommodate this request.

4. **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 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.

5. **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.

6. **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 NDLS Training Center, City and County, and not otherwise.

7. **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.

8. **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 NDLS Training Center:	Mr. Thomas Lehman UT Southwestern Medical School E6. 110 5323 Harry Hines Blvd. MC 8890 Dallas, Texas 78390
If to County:	County of Hidalgo Attention: County Judge P.O. Box 758 Edinburg, TX 78540-0758
If to City:	City of McAllen Attention: City Manager 1300 Houston Ave. McAllen, Texas 78501
With copies to:	Mr. Eduardo Olivarez 1304 S. 25th Edinburg, Texas 78539

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.

9. **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.

10. **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.

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

12. **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.

13. **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.

14. **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.

15. **Governmental Purpose**. Each party hereto is entering into this Agreement for the purpose of providing governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

16. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. Section 271.903.

17. **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 the 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.

UNIVERSITY OF TEXAS
SOUTHWESTERN MEDICAL CENTER

_____

Its:_____

CITY OF MCALLEN, TEXAS

_____
Richard Cortez, Mayor

ATTEST:

_____
City Secretary

HIDALGO COUNTY, TEXAS

_____
J.D. Salinas, III, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain

EXHIBIT "A"

CONTRACT ID NO. 901724

Mutual Agreement to Provide Training Courses

UT Southwestern Medical Center will provide the following NDLS series of training courses to Hidalgo County Health and Human services Department (CLIENT) 1304 S. 25th Ave Edinburg, TX 78539 (ADDRESS). BDLS August 25, 2009 ADLS August 26 and 27, 2009. (DATES). Lilibeth Garcia is acting as the authorized agent or representative of the CLIENT.

The course will be held at 1501 PecanAve. McAllen, TX 78501 **(ADDRESS).**

I. UT Southwestern Medical Center/NDLS National Training Center of Texas will provide the following for the selected courses.

BDLS - Dates: Aug 25, 2009

- ■ Trained faculty sufficient to conduct the course.
- ■ Trained support personnel necessary to run and troubleshoot the required presentation and AV equipment.
- ■ All training materials, including; MANUALS, SURVEY MATERIALS, TESTING MATERIALS.
- ■ Certificates of Completion as issued by the AMA.
- ■ Available CEU's for qualified participants for a charge of $15 per student.

ADLS Dates: Aug 26 and 27, 2009

- ■ Trained faculty sufficient to conduct both days of the course.
- ■ Trained support personnel necessary to run and troubleshoot the required presentation and AV equipment and training equipment.
- ■ All training materials, including; MANUALS, SURVEY MATERIALS, TESTING MATERIALS.
- ■ All equipment necessary to both days of training. This includes METI ECS manikins; necessary moulage and Mass Casualty/MASS Triage field exercise equipment, multiple sets PPE and DECON equipment, necessary skills station materials.
- ■ Certificates of Completion issued by the AMA.
- ■ *Access* to available CEU's for qualified participants for $15 per student.

II. The following fees apply to the listed courses only.

COURSE	COST PER PARTICIPANT
□ CDLS	
■ BDLS	$125.00 per student – Minimum 40 students ($5000). Students above the minimum of forty will be assessed at $75.00 each.
■ ADLS	$400.00 per student – Minimum 40 students ($16,000) Students above the minimum of forty will be assessed at $200.00 each. Please note there is a MAXIMUM of sixty (60) students for ADLS.
□ ADLS-I	
□ CEU's	$15.00 Cost for credits per each participant requiring CEU's

Please Make Checks Payable to UTSW (University of Texas Southwestern Medical Center at Dallas)

Send Checks To:

UT Southwestern
Office of Post Award Administration
P.O. Box 841765
Dallas, TX 75284-1765

APPROVED AS TO CONTENT
INVESTIGATOR _____ DATE 4/7/09
DEPT CHAIRMAN _____ DATE _____

ADDITIONAL CLIENT RESPONSIBILITIES

(Mutual Agreement to Provide NDLS Training Courses)

In addition to the AGREED UPON FEES (Sections III) the CLIENT agrees to supply the following;

BDLS/CDLS

- ■ Agreed upon number of students. Minimum of 40 students. **NOTE: The maximum numbers of students is limited only by the size of available classroom but MUST be communicated to the NDLS Training Center PRIOR to the course in order to ensure that adequate training materials are available for the class!** ____
- ■ Suitable classroom that will comfortably hold the entire class, provide for a multi-media learning presentation, and is conducive to learning. ____
- ■ **At least two administrative personnel to aid in registration and paperwork.** ____
- ■ ***List of registered students in the Microsoft Excel format. The spreadsheet must contain the following columns; First Name, Middle Initial, Last Name, Address 1 (address of where to send certificate), Address 2, City, State, Zip Code, eMail Address***
- ■ Tables and chairs for registration personnel. ____
- ■ Tables and chairs for the faculty with access to the internet (if possible)
- □ Suitable AV equipment to include (If Checked) ____
  - □ Multi-Media Projector
  - □ Projection Screen large enough to be easily seen by all participants
  - □ Public Address System
  - □ Wireless Lapel Microphones
- ■ **Parking Space for 16' to 20' Truck and instructor vehicles**

ADLS – DAY 1

- ■ Agreed upon number of students. **Minimum of 40 students. Maximum number of students is normally 60. There are other options available to accommodate a larger number of students... Please contact your UT/NDLS Representative for those options.** ____
- ■ Suitable main classroom that will comfortably hold the entire class, provide for a multi-media learning presentation, and is conducive to learning. ____
- ■ **At least two administrative personnel to aid in registration and paperwork.** ____
- ■ ***List of registered students in the Microsoft Excel format. The spreadsheet must contain the following columns; First Name, Middle Initial, Last Name, Address 1 (address of where to send certificate), Address 2, City, State, Zip Code, eMail Address***
- ■ Tables and chairs for registration personnel. ____
- ■ Tables and chairs for the faculty with access to the internet (if possible)
- □ Suitable AV equipment to include (If Checked) ____
  - □ Multi-Media Projector
  - □ Projection Screen large enough to be easily seen by all participants
  - □ Public Address System
  - □ Wireless Lapel Microphones

  NOTE: We will bring all required presentation equipment
- □ Second Classroom that will accommodate approximately ½ of the class for the second half of the day ____
- ■ Parking and loading access for a 16' to 20' Truck and instructor vehicles

ADLS – DAY 2

- ■ Agreed upon number of students. **Minimum of 40 students. Maximum number of students is normally 60. There are other options available to accommodate a larger number of students... Please contact your UT/NDLS Representative for those options.** ____
- ■ Suitable main classroom that will comfortably hold the entire class, provide for a multi-media learning presentation, and is conducive to learning. ____
- ■ At least two Administrative personnel to aid in registration and paperwork. ____
- ■ Tables and chairs for registration personnel. ____
- ■ Tables and chairs for the faculty with access to the internet (if possible)
- □ Suitable AV equipment to include (If Checked) ____
  - □ Multi-Media Projector
  - □ Projection Screen large enough to be easily seen by all participants
  - □ Public Address System
  - □ Wireless Lapel Microphones

- **Second Classroom** for the HPS/ECS Simulation Station equipped with either a breakout room or access to a hallway/isolation area. Must have access to multiple electrical outlets, At least one 6' table and at least two chairs (for operator). Room should be approximately 25'x40' to be optimal. ____

- **Third large indoor (or outdoor) classroom space** that is separated from the Mass Casualty/MASS Triage Exercise (so there is no interference) for the PPE/DECON Exercise. ____

- **Football field sized area (or very large indoor ballroom/auditorium/basketball court)** for the Mass Casualty/MASS Triage Exercise. ____ **NOTE: It is the responsibility of the CLIENT to notify civil authorities, law enforcement, fire and security that these exercises are in process!!!**

____

- **10 to 20 volunteers who will moulaged and used in the Mass Casualty/MASS Triage Exercises.** It is recommended that they wear clothes that they don't mind being stained or damaged. Since the volunteers could be utilized both before and after lunch it is highly recommended that the CLIENT provide lunch. Since the volunteers will be spending the majority of their time outdoors adequate bottled water ***must be provided.*** Volunteers will be required to sign waivers pertaining to accidental injury. ____

- Parking and loading access for a 16' to 20' Truck and instructor vehicles ____

ADLS-I - Same requirements as ADLS DAY 2 <u>Minus</u> the outdoor space.

NOTE: Inclement Weather or other conditions beyond our control may cause delays or postponements in faculty travel or equipment transport. For reasons of safety UT Southwestern Medical Center and the NDLS National Training Center of Texas reserves the right to reschedule or postpone any class. Every effort will be made to give the Client as much notice as possible.

CLIENT: Please sign below to indicate your acceptance of the conditions and requirements listed on pages one, two and three. Also, please initial each checked requirement under "Additional Client Responsibilities" in the provided spaces to indicate your acceptance and understanding of each statement.

Thank you for engaging the NDLS National Training Center as your source for the NDLS series of training classes!

For:
UT Southwestern Medical Center
5323 Harry Hines Blvd
MC 8579
Dallas, Texas 75390-8579
214-648-3010

Shawn Cohenour
Director, Office of Contracts Management

Signature _____

Date: _____

For:
Lilibeth Garcia
Hidalgo County Health and Human Services Dept.
Public Health Preparedness and Response Division
1304 S. 25th Ave
Edinbury, TX 78539
956-318-2426

please print:_____

Signature_____

Date: _____

AI-16473 **21.H.1.**

Hidalgo County Sheriff's Office-Professional Consulting Services To Seek Funding and Assistance (Several Projects)

CC REGULAR

Date:	08/04/2009
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Sheriff's Office

Information

CAPTION

Discussion for approval of the final negotiated contract including acceptance of the "Best And Final Offer (BAFO)" with "Hollis Rutledge & Associates" for RFP NO: 2009-233-Professional Consultant To Seek Funding And Assistance Through Federal, State, Private Sector(s) And Other Sources as available and permitted for the "Sheriff's Office" including but not limited to, the following projects:

a. Construction of a Second Substation;
b. New Communication System;
c. Implementation Of Fixed & Remote Surveillance System for Hidalgo County;
d. Others as developed by Sheriff's Office

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-421-00-280-001-0-339

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

BUDGETARY IMPACT:

$96,143.00 Available balance as of 07/31/2009. Additional funding will be allocated on agenda item number 16777.

Attachments

Link: Best And Final Offer

Link: contract documentation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/16/2009 10:34 AM	APRV
2	Budget & Management	Erika Zamora	07/16/2009 11:26 AM	APRV
3	Manuel Chapa	Angela Garcia	07/31/2009 04:49 PM	APRV
4	Rey Salazar	Rey Salazar	07/31/2009 05:17 PM	APRV
5	Auditor's Office		07/31/2009 05:18 PM	NEW

Form Started By: Vangie Garcia

Started On: 07/10/2009 04:43 PM

Final Approval Date: 07/31/2009

HOLLIS RUTLEDGE AND ASSOCIATES INC.
Business Management • Marketing Consultants • Real Estate • Governmental Affairs

HOLLIS V. RUTLEDGE, JR.
President

414 N. Mayberry St.
Mission, TX 78572
Phone 956-583-0002
Fax 956-583-0500

May 20, 2008

Vangie Y. Garcia, Contract's Manager
For: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Hwy. 281
Edinburg, Texas 78539

RE: Professional Consulting Services to Seek Funding
And Assistance through Federal, State, Private Sector(s) and Other
Sources for Hidalgo County Sheriff's Office

Dear Ms. Garcia:

Thank you very much for the opportunity to meet to negotiate submittal of a "best and final offer for discussion and consideration". Prior to proceeding with presentation of our firm's "best and final offer for discussion and consideration", we would respectfully like to clarify some of the discussions at the negotiation meeting. In your memorandum dated June 3, 2009, you state that:

> "A $3,000.00 Retainer Fee based on the minimum of twenty (20) hours not to exceed thirty (30) hours per month at the hourly rate of $150.00 per hour (as submitted in the RFQ for the pool) was proposed by you. A possible percentage amount per funding per project was also discussed and was concluded as per your response that not all funding sources are applicable. If this is not a consideration, please provide as to why it is not in the best interest of the County to proceed in the direction."

During negotiations we proposed that to facilitate payment for the County, a monthly retainer of $3,000 would be proposed estimating the firm would work an average of 20 hours a month at the $150.00 per hour submitted in the original proposal. The firm, however, would propose to work up to 30 hours per month for the retainer fee of $3,000.00 which averages out to $100.00 per hour which is lower than the amount proposed in the original proposal to the County. Any hours worked over that retainer base hours of 30 hours would be charged at $150.00 per hour. A discussion based on a question by your Office followed about what would happen if a grant allowed the County to be reimbursed for grant-writing expenses. We were questioned as to whether we would want the grant-writing reimbursement in addition to our monthly retainer. We indicated that for grants that allowed for grant-writing to be reimbursed we would report the specific hours for the grant and the County would retain the funds as part of their budget for

payment of the HRA Inc. monthly retainer. There was never a discussion during negotiations or in your procurement requirements of reimbursement of the firm's services as a percentage of a grant.

Our firm is proposing to provide the services and perform the tasks – grant-writing services- requested under the Professional Consulting Services To Seek Funding And Assistance through Federal, State, Private Sector(s) And Other Sources For Hidalgo County Sheriff's Office at a rate of $100.00 per hour and to be paid as a monthly retainer of $3,000.00, estimating 30 hours per month in services. Hours worked will be reported and hours not used in a month by the Sheriff's Department will accrue to the following months. The firm will seek funding and assistance through Federal, State, Private Sector(s) and Other Sources as available and permitted for the Sheriff's Office including but not limited to the following projects:

1. Construction of a Second Substation
2. New Communication System
3. Implementation of Fixed & Remote Surveillance System for Hidalgo County
4. Others as developed by Sheriff's Office

We look forward to working together for the benefit of the County of Hidalgo. I would like to thank you for your consideration of our firm and look forward to a successful working relationship. If you have any questions, please call me at 583-0002 (office) or 956-497-9979 (cell).

Sincerely,

Hollis Rutledge, Jr.
President
Hollis Rutledge and Associates, Inc.

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONTRACT FOR CONSULTING SERVICES
C-09-233-07-21

THIS AGREEMENT is made on the 21st day of July, 2009 by and between "Hollis Rutledge & Associates, Inc.", Mission, HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas (hereinafter "County") and Hollis Rutledge & Associates, Inc. (Hidalgo County, Texas) (hereinafter" Consultant") to serve at the pleasure of the Hidalgo County Commissioner's Court.

W I T N E S S E T H:

WHEREAS, County desires to contract with a consultant to provide the services necessary to the County of Hidalgo that are more specifically set forth hereinafter; and

WHEREAS, Consultant(s) has agreed to provide the services enumerated hereinafter to Hidalgo County Commissioner's Court.

NOW, THEREFORE, for the mutual consideration expressed hereinafter, County and Consultant(s) agree as follows:

1. Consultant(s) agrees to provide the County the consulting services required by Hidalgo County in connection with the **"Professional Consultant To Seek Funding And Assistance Through Federal, State, Private Sector(s) And Other Sources"** ("Plan") pursuant to Article 262.024 "The Professional Service Procurement Act", Texas Local Government Code, the County requested proposals from professional consultants to assist the County in providing consulting services to the Plan. The services include, but are not limited to, the items listed on Appendix A, which is attached and made a part of this Contract.

2. Consultant(s) will report any problems or recommended changes in the Implementation of **"Professional Consultant To Seek Funding And Assistance Through Federal, State, Private Sector(s) And Other"** to Hidalgo County.

3. As consideration for services of Consultant(s) described herein, County agrees to pay Consultant(s) the fees as outlined in Appendix B, which is attached to and made a part of this Contract.

4. Consultant(s) must comply with all applicable County policies. Notwithstanding the foregoing sentence, Consultant(s) represents and maintains that he is an independent Consultant(s) and is not an employee of

County or any agency thereof, and represents and warrants that he does not desire or request any fringe benefits provided to employees of County. Consultant(s) agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

5. Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (3) written notice prior to cancellation.

6. Consultant(s) may not assign the obligations or rights under this Contract to any person without the prior written consent of County.

7. Consultant(s) agrees to comply with the Title VI of the Civil Rights Act of 1964. The term of this Contract will be effective as of August 1, 2009 with an initial period of one (1) year, with County's option to renew for one (1) additional year, under the same rates, terms and conditions.

8. Notice. Except as may be otherwise specifically provided in this Contract, all notices, demands, requests or communications required or permitted

hereunder shall be in writing and shall be either be (i) personally against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addressed set forth below, or at such other addressed as may have been theretofore specified by written notice delivered in accordance herewith.

If to County:	County of Hidalgo, Texas Attn: County Judge 100 E. Cano, 2nd Floor Edinburg, Texas 78539
If to Consultant(s):	Hollis Rutledge & Associates, Inc. 414 N. Mayberry St. 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 at it is deposited in the United States mail.

9. Conflict with Applicable Law. Nothing in this Consultant(s) shall be construed so as to require the commission of any contrary to law, and whenever this is any conflict between any provision of this Contract and any

present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment hereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Contract shall be modified only to the extend necessary to bring them within the legal requirements and only during the time such conflict exists.

10. No Waiver. No waiver by County of any breach of any provision of this Contract shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

11. Entire Agreement. This Contract 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 Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by County and Consultant(s) and not otherwise.

12. 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.

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

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

15. Assignment. This Agreement shall not be assignable; provided, however, that Consultant(s) may assign its right to receive payments hereunder for the purpose of obtaining financing so long as Consultant(s) is not excused from and/or does not delegate its duties hereunder.

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

17. Gender and Number. All pronouns used in this Contract shall include the

other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.

18. Authority to Execute. The execution and performance of this Contract by County and Consultant(s) have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes and valid and enforceable obligations of County and Consultant(s) in accordance with its terms.

19. Ethical Provision. It is understood that the employee of County or individuals acting as agents for County are not authorized to receive any type of personal payment, reimbursement, compensation, commission, gift or gratuity for services provided under this Contract. Consultant(s) warrants that no employee or agent of the County has been retained to solicit or secure this Contract and that Consultant(s) has not paid or agreed to pay and employee of County any fee, commission, percentage brokerage fee, gift or any other consideration contingent upon the making of this Contract, or as an inducement for entering into this Contract. The unauthorized offering or

receipt of such payments may result in the immediate termination of this Contract.

20. 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 the County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Consultant(s). County, 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 County pursuant to the provision of Tex. Loc. Govt. Code Ann §271.903 (Vernon Supp. 1995).

21. Indemnity and Hold Harmless. Consultant(s) agrees to indemnify and hold County harmless from any loss, costs, liabilities or damages which are incurred by County which are primarily attributable to the acts or omissions of Consultant(s) or the acts or omissions of Consultant(s) employees, agents or other representatives, including the violation of any law or regulation related to Consultant(s)'s duties under this Agreement.

To the extend permitted by applicable law, County agrees to indemnify and hold Consultant(s) harmless from any loss, costs, liabilities or damages which are incurred by Consultant(s) which are primarily attributable to the acts or omissions of County of the acts or omissions of County employees, agents or other representatives, including the violation of any law or regulation related to County's duties under this Agreement.

22. Representation and Warranties. Consultant(s) represents and warrants to County all representations and warranties of Contract as contained in its responses to County's Request for Proposal are true and correct as of the date hereof. Consultant(s) additionally represents and warrants that has not, and will not in the future, receive any compensation (whether in the form of cash, credit, commissions, gifts, tangible property or otherwise) in connection with the award by County of a contract for employee health benefits, other than compensation to Consultant(s) pursuant to this Contract. In the event any representation or warranty of Consultant(s) hereunder is or becomes incorrect or untrue, Consultant(s) agrees to promptly notify of Consultant(s) hereunder is or becomes incorrect or untrue, Consultant(s) agrees to promptly notify County

thereof, in which event County may, in its sole discretion, elect to termination this Contract, for cause, in the manner herein provided. Consultant(s) acknowledges and agrees that County has relied and continues to rely upon the representations and warranties of Consultant(s) as herein contained as a material inducement to County to enter into the Contract.

EXECUTED and effective as of the day and year first written above.

APPROVED BY COMMISSIONERS COURT ON_____, 2009.

APPROVED AS TO FORM:
Atlas & Hall, LLP

By:_____
Steve L. Crain

COUNTY OF HIDALGO, TEXAS
By:_____
Juan D. Salinas, III, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Consultant:
By:_____
Printed Name:_____
Title:_____
Date:_____

APPENDIX "A"

"Professional Consultant To Seek Funding And Assistance Through Federal, State, Private Sector(s) And Other"

Firm is to provide the services and perform the tasks of grant writing as requested under the Pool-RFQ-Professional Consulting Services To Seek Funding And Assistance Through Federal, State, Private Sector(s) And Other Sources as follows as available and permitted for the "Sheriff's Office" including but not limited to, the following projects (as approved by CC on 05/26/09) (see Exhibit "A"-Requirements Of Project/Scope Of Services);

a. Construction of a Second Substation;
b. New Communication System;
c. Implementation of Fixed & Remote Surveillance System For Hidalgo County;
d. Others as developed by Sheriff's Office

Firm has proposed the following pursuant to the project;

At a rate of $100.00 per hours and to be paid s a monthly retainer of $3,000.00, estimating thirty (30) hours per month in services. Hours worked will be reported and hours not used in a month by the Sheriff's Office will accrue to the following months.

EXHIBIT A
REQUIREMENTS

HIDALGO COUNTY
REQUEST FOR
PROPOSAL/QUALIFICATIONS

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

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

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

Deliver Submittal to:

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

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

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

The Submittal Envelope Must Show the RFP Number, Name and Acceptance Date.
The following outlines the Request For Proposal/Qualifications:

SECTION I GENERAL TERMS AND CONDITIONS

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

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

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

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

DISCLOSURE OF CONFLICT OF INTEREST:
Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any

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

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

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

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

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

ELECTRONIC TRANSMISSION OF BIDS:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

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

SUBMITTER DEFAULT:

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

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

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

SIGNING OF PROPOSALS/QUALIFICATIONS:
In order to be considered all submittals **must** be signed. **Please sign the original in blue ink.**

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

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

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

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

SECTION II RFP REQUIREMENTS

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

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

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

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

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

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

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

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

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

APPENDIX "B"

CONSULTANT FEE

HOLLIS RUTLEDGE AND ASSOCIATES INC.
Business Management • Marketing Consultants • Real Estate • Governmental Affairs

HOLLIS V. RUTLEDGE, JR.
President

414 N. Mayberry St.
Mission, TX 78572
Phone 956-583-0002
Fax 956-583-0500

May 20, 2008

Vangie Y. Garcia, Contract's Manager
For: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Hwy. 281
Edinburg, Texas 78539

RE: Professional Consulting Services to Seek Funding
And Assistance through Federal, State, Private Sector(s) and Other
Sources for Hidalgo County Sheriff's Office

Dear Ms. Garcia:

Thank you very much for the opportunity to meet to negotiate submittal of a "best and final offer for discussion and consideration". Prior to proceeding with presentation of our firm's "best and final offer for discussion and consideration", we would respectfully like to clarify some of the discussions at the negotiation meeting. In your memorandum dated June 3, 2009, you state that:

> "A $3,000.00 Retainer Fee based on the minimum of twenty (20) hours not to exceed thirty (30) hours per month at the hourly rate of $150.00 per hour (as submitted in the RFQ for the pool) was proposed by you. A possible percentage amount per funding per project was also discussed and was concluded as per your response that not all funding sources are applicable. If this is not a consideration, please provide as to why it is not in the best interest of the County to proceed in the direction."

During negotiations we proposed that to facilitate payment for the County, a monthly retainer of $3,000 would be proposed estimating the firm would work an average of 20 hours a month at the $150.00 per hour submitted in the original proposal. The firm, however, would propose to work up to 30 hours per month for the retainer fee of $3,000.00 which averages out to $100.00 per hour which is lower than the amount proposed in the original proposal to the County. Any hours worked over that retainer base hours of 30 hours would be charged at $150.00 per hour. A discussion based on a question by your Office followed about what would happen if a grant allowed the County to be reimbursed for grant-writing expenses. We were questioned as to whether we would want the grant-writing reimbursement in addition to our monthly retainer. We indicated that for grants that allowed for grant-writing to be reimbursed we would report the specific hours for the grant and the County would retain the funds as part of their budget for

payment of the HRA Inc. monthly retainer. There was never a discussion during negotiations or in your procurement requirements of reimbursement of the firm's services as a percentage of a grant.

Our firm is proposing to provide the services and perform the tasks – grant-writing services- requested under the Professional Consulting Services To Seek Funding And Assistance through Federal, State, Private Sector(s) And Other Sources For Hidalgo County Sheriff's Office at a rate of $100.00 per hour and to be paid as a monthly retainer of $3,000.00, estimating 30 hours per month in services. Hours worked will be reported and hours not used in a month by the Sheriff's Department will accrue to the following months. The firm will seek funding and assistance through Federal, State, Private Sector(s) and Other Sources as available and permitted for the Sheriff's Office including but not limited to the following projects:

1. Construction of a Second Substation
2. New Communication System
3. Implementation of Fixed & Remote Surveillance System for Hidalgo County
4. Others as developed by Sheriff's Office

We look forward to working together for the benefit of the County of Hidalgo. I would like to thank you for your consideration of our firm and look forward to a successful working relationship. If you have any questions, please call me at 583-0002 (office) or 956-497-9979 (cell).

Sincerely,

Hollis R. Rutledge Jr.

Hollis Rutledge, Jr.
President
Hollis Rutledge and Associates, Inc.

EXHIBIT "C"

INSURANCE DOCUMENTATION

AI-16723 **21.I.2.**

Approval-Final Lease with Option to Purchase Agreement with Edinburg Real Estate Network Inc,

CC REGULAR

Date:	08/04/2009
Submitted By:	Nielda Cavazos, PURCHASING DEPT.
Submitted For:	Nielda Cavazos
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Co. Wide

Information

CAPTION

Acceptance and approval of the final Lease with Option to Purchase Agreement for the, "Mediplex Office Complex," with Edinburg Real Estate Network Inc., as approved to award on CC 6/08/09. C-09-064-06-08 with monthly rental amount of $1.00/sq.ft. (not to exceed 25,928 sq.ft.) with the option to purchase price set at $2,850,00.00.

BACKGROUND

Projected occupancy date September 01, 2009. rc

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-415-00-115-002-0-441

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

BUDGETARY IMPACT:

$103,712.00 available balance as of 07/31/200.
Projected occupancy date: September 01, 2009. rc
Lease: $25,928.00/ month

Attachments

Link: Mediplex

Link: Lease Agreement

Link: Exhibits

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	07/31/2009 01:23 PM	APRV
2	Budget & Management	Erika Zamora	07/31/2009 01:34 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	07/31/2009 02:13 PM	APRV
4	Auditor's Office		07/31/2009 05:18 PM	NEW

Form Started By: Nielda Cavazos — Started On: 07/29/2009 02:29 PM

Final Approval Date: 07/31/2009

Leonel Garza Jr. & Associates LLC

Appraisal Report

Subject: Mediplex Office Complex

Owner of Record: Edinburg Real Estate Network, Incorporated

Client: Hidalgo County Purchasing Department
C/o: Martha Salazar, Purchaser
2802 S. Business 281, Edinburg, Texas 78539

March 13, 2009
(Date of Report)

1419 Dove, Suite 1, McAllen, Texas 78504
(956) 687-7295 (24 Hour Answering Service)
Fax (956) 687-9236 Email Address: leonel3@aol.com

Leonel Garza Jr. & Associates LLC

State Certified General Real Estate Appraiser
Real Estate Property Tax Consultants

1419 Dove, Suite 1, McAllen, Texas 78504
(956) 687-7295 (24 Hour Answering Service) Fax (956) 687-9236
Email Address: leonel3@aol.com

March 13, 2009

Hidalgo County Purchasing Department
C/o: Martha Salazar
2802 S. Business 281
Edinburg, Texas 78539
PO # 618573

RE: Mediplex Office Complex

Mrs. Salazar:
In accordance with your request, we are pleased to present our restricted use appraisal report of the Mediplex Office Complex located at 1615 South Closner Boulevard, Edinburg, Texas. This appraisal report shall establish the fee simple market valuation of the subject property to be used for analysis as determined by the Hidalgo County Purchasing Department as per scope of the assignment. The assignment is to establish the current market valuation of the subject property in its present state and to be reported in a restricted use report for the sole use for analysis by the Count of Hidalgo. This report, which is intended to comply with the reporting requirements set forth under Standard Rule 1 and 2-2 (c) of the Uniform Standards of Professional Appraisal Practice for a Restrict Use Appraisal. This letter along with the assumption & limiting conditions and certification shall be attached herewith. I, Leonel Garza III, General Certified Real Estate Appraiser, personally inspected the subject property on March 4, 2009 and have carefully studied and analyzed factors pertinent to the valuation of the estimate of value as per scope. The report has been written as per scope in a restricted use format of which limits the use of the report to the intended client only. The appraisers opinions and conclusions set forth in the report may not be understood properly without additional information provided within the appraisers work file. It should be understood by the client and intended user, Hidalgo County Purchasing Department, that this report is limited to the scope of the assignment and information provided by client included but not limited to information gathered through public and private resources for purpose of establishing and completing said assignment. This report shall comply with the most applicable approach to market value based on the inspection of the subject property and its highest and best use. Any other approaches to value not included in this analysis does not indicated there inapplicability, however, they may not be the most reliable method of market value and therefore were not heavily weighted for purposes of establishing the current market value as per scope of the assignment. This is a restricted use appraisal report does not include any personal property such as equipment, signs, and does not include any benefit for business interest as per scope of the assignment. Based on the overall analysis of the subject property on March 4, 2009, the market value of the above-described property is indicated to be **$3,100,000.**

If you have any questions about this report or if any item needs clarification please do not hesitate to call on us at (956) 687-7295.

Sincerely,

Leonel Garza III
State Certified General Real Estate
Appraiser TX-1328375-General

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

LEASE

THIS LEASE is made and entered into by and between Edinburg Real Estate Network Inc., referred to in this Lease as "Lessor", and **THE COUNTY OF HIDALGO**, referred to in this Lease as "Lessee."

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, Lessor demises and leases to Lessee, and Lessee leases from Lessor, that certain real property described on Exhibit "A", attached hereto. The premises leased hereunder are referred to in this Lease as "the Premises" or "the Leased Premises."

ARTICLE 1. TERM

Term of Lease

1.1 Except as otherwise herein provided, the term of this Lease shall be for a two (2) year term commencing on the date of occupancy by Lessee (the "Commencement Date") and ending two (2) years thereafter, unless sooner terminated or unless renewed and extended in accordance with Paragraph 1.2, hereof. If the Premises are sold to an unrelated third party (not affiliated by common ownership with Lessor) at a time when more than six (6) months remains on the unexpired portion of the term of this Lease, then the unexpired portion of this Lease may, at Lessee's option, be shortened to six (6) months from the date of such sale.

Renewal or Termination

1.2. Lessee shall have the right and option to renew and extend the term of this Lease for an additional one (1) year term, under the same rates, terms and conditions.

Lessee reserves the right to continue this lease for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid. If Lessee desires to renew and extend the term of this Lease for a renewal period, Lessee must give Lessor written notice of such renewal at least sixty (60) days prior to the termination of the initial lease term or any extension thereof. Any renewal or extension of this Lease shall be on the terms and conditions as provided herein. This Lease shall terminate and become null and void without further notice on the expiration of the term specified in Article 1.1, unless sooner terminated or renewed and extended in accordance with this Article 1.2; and any holding over by Lessee after the expiration of that term shall not constitute a renewal of the Lease or give Lessee any rights under the Lease in or to the Leased Premises.

Holdover

1.2 If Lessee holds over and continues in possession of the Leased Premises after expiration of the term of this Lease, Lessee will be deemed to be occupying the Premises on the basis of a month to month tenancy, subject to all of the terms and conditions of this Lease. The inclusion of this Article 1.2 shall not be construed as Lessor's consent for Lessee to hold over.

Termination

1.3 Lessee may declare this Lease, and all rights and interest created by it, to be terminated without cause upon giving the Lessor sixty (60) days written notice. Upon Lessee's electing to terminate, this Lease shall cease and come to an end as if the day of the termination party's election were the day originally fixed in the Lease for its expiration.

Lessor's Warranty of Quiet Enjoyment

1.4. Lessor covenants and agrees that Lessee on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on Lessee's part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease without hindrance or molestation by Lessor or any person claiming under Lessor except such portion of the Leased Premises, if any, as shall be taken under the power of eminent domain.

ARTICLE 2. RENT

2.1 Lessee agrees to pay to Lessor, during the term hereof, a monthly rental equal to a One Dollar ($1.00) per square feet, and not to exceed Twenty-five Thousand Nine Hundred Twenty-eight Dollars and no/100ths ($25,928.00) per month (the "Base Rent") as shown on Lessor's bid, a copy of which is attached hereto as Exhibit B. Lessee agrees to pay as additional rent for the use and occupancy of the Leased Premises during the Term of this Lease Agreement all utilities that become due for use of the Leased Premises including but not limited to water and sewerage, electricity, and telephone service. Additionally, Lessee agrees to pay as additional rent the taxes and insurance for the Leased Premises as provided in Section 6.01 and Article 7 hereto. In the event the Commencement Date is a day other than the first day of the month, the rent for the period from the commencement date to the last day of the month shall be prorated by dividing the monthly rental by thirty (30) days, and multiplying the result by the number of days remaining in the month that includes the Commencement Date. Lessee has the option to purchase the premises which is the subject of these specifications. All Base Rent lease

payments shall be applied to the purchase price of the Premises should the Lessee exercise its option to purchase the Premises (see "Exhibit D").

Time and Manner of Payment

2.2 All rent due under this article shall be paid by Lessee on a monthly basis and in advance, on the first business day of each month commencing on the Commencement Date. All installments of rent shall be paid in lawful money of the United States to the Lessor at **1615 S. Closner, Ste. A, Edinburg, Texas 78539,** or such other location or locations as Lessor shall from time to time designate by written notice to Lessee. Any rent due for any partial month at the beginning or the end of the term hereof shall be prorated on the basis of a thirty (30) day month.

Taxes

2.4 Lessee shall, prior to delinquency, pay and fully discharge all taxes, special assessments, and governmental charges of every character imposed during the Term of this Lease Agreement upon the Leased Premises and on any of the personal property or fixtures located on or in the Leased Premises. Lessee waives all rights to protest the appraised value of the Leased Premises or to appeal the same and all rights to receive notices of reappraisal as set forth in sections 41.413 and 42.015 of the Texas Tax Code. If there is presently in effect or hereafter adopted any nature of sales tax or use tax or other tax on rents or other sums received by Lessor under this Lease Agreement (herein referred to as "Rent Sales Tax"), then in addition to all rent and other payments to be made by Lessee as provided above, Lessee will also pay Lessor a sum equal to the amount of such Rent Sales Tax. The Term "Rent Sales Tax" shall not include any income taxes applicable to Lessor.

ARTICLE 3. USE OF PREMISES

Permitted Use

3.1 Lessee may use the premises for office space and for any other lawful purpose.

Waste, Nuisance, or Illegal Use

3.2 Lessee shall not use, or permit the use of, the Premises in any manner that results in waste of the Premises or constitutes a nuisance or violates any statute, ordinance, rule or regulation applicable to the premises or for any illegal purpose.

ARTICLE 4. REPAIRS AND MAINTENANCE

4.1 Lessee shall be responsible for providing general janitorial service. Lessee shall be responsible for all repairs and maintenance in connection with damage to the Premises caused by Lessee's negligent used of Premises, and damage to fixtures and improvements resulting from negligent or willful acts of the Lessee, or the Lessee's employees, agents, licenses or invitees. In addition, Lessee shall repair all injury caused by the installation or removal of furniture, fixtures or property permitted under this Lease to be removed from the Leased Premises. All such repairs shall be made in a good, workmanlike manner using high quality materials.

LESSOR'S AND LESSEE'S DUTIES TO REPAIR

4.2 Lessor shall maintain the foundation, roof, plumbing, heating, ventilation and air conditioning systems (HVAC) and structural integrity of the Leased Premises and shall make all such necessary repairs to the foundation, roof plumbing, HVAC and structural integrity of the Leased Premises, except that Lessee shall make those repairs occasioned by Lessee's negligent use of the Leased Premises.

LESSOR'S DUTY

4.3 Lessor shall construct, repair and maintain the Leased Premises so that the Premises will have:

(1) Effective waterproofing and weather protection of the contents of the Leased Premises by watertight roof, exterior walls, windows, and doors.

(2) Plumbing facilities that conform to applicable law, maintained in good working order.

(3) A water supply approved under applicable law that is under the control of Lessee, capable of producing hot and cold running water, or a system that is under the control of Lessor that produces hot and cold running water furnished to Lessee and connected to a sewage disposal system conforming to applicable law.

(4) Heating, ventilation and air conditioning facilities conforming to applicable law which are more than adequate to heat, ventilate and air condition the improvements on the Leased Premises, and are maintained in good-working order.

(5) Electrical lighting, with wiring and electrical equipment that conform to applicable law, maintained in good working order.

(6) Building, grounds, and appurtenances in every part clean, sanitary, and free from all accumulations of debris, and all areas under control of Lessor kept in every part clean, sanitary, and free from all accumulations of debris.

(7) Floor, stairways, and railings maintained in good repair.

(8) Landscaping (all greenery, watering, and maintainance).

(9) Parking Lot (including painting, striping, paving, etc.)

Lessee's Right to Repair for Lessor or Vacate

4.4 If after Lessee's notice to Lessor of repairs or maintenance which Lessor has a duty to undertake, Lessor neglects to make such repairs within thirty (30) days following written notice from Lessee, Lessee may make the repairs itself. In such a case, Lessee may deduct the expenses of the repairs from further payment of rent, terminate this Lease Agreement as of the date Lessee vacates the Premises and any rental shall be abated for the unexpired term of this Lease. For purposes of this Section 4.4, if Lessor make repairs at least fifteen (15) days following the date of Lessee's notice to Lessor, it will be presumed to have act in a reasonable time.

ARTICLE 5. UTILITIES

Utility Charges

Lessee shall pay all utility charges, including but not limited to, electricity and water, used in and about the Leased Premises during the term of this Lease, all such charges to be paid by Lessee directly to the utility company or municipality furnishing the same, before the same shall become delinquent.

ARTICLE 6. LESSOR'S RENOVATIONS

6.1 Lessor prior to the date of Lessee occupying the Premises, agrees to purchase and/or install at Lessor's sole cost and expense Lessee's desired improvements to the Premises as directed by Lessee in writing provided Lessor shall not be obligated to the expend more than fifty thousand dollars ($50,000.00) in acquiring and/or installing

such Lessee desired improvements.

Consent of Lessor

6.2 Lessee shall not make any alterations, additions, or improvements to the Leased Premises without the prior written consent of Lessor. Consent for nonstructural alterations, additions, or improvements shall not be unreasonably withheld by Lessor.

Property of Lessor

6.2 All alterations, additions, or improvements made by Lessee shall become the property of Lessor at the termination of this Lease. Lessor may, however, require that Lessee remove any or all alterations, additions, and improvements installed or made by Lessee, and any other property placed on the Premises by Lessee, upon termination of the Lease. In the event that Lessor requires Lessee to remove such alterations, additions, or improvements, Lessee shall repair any damage to the Premises caused by such removal.

ARTICLE 7. SIGNS

Signs

7.1 Subject to the written approval of Lessor, and further subject to applicable laws, ordinances and regulations, Lessee shall have the right to install signs on the Leased Premises. Lessee must remove all signs at the termination of this Lease and repair any damage resulting from the erection or removal of the signs.

ARTICLE 8. MECHANIC'S LIEN

Lessee will not permit any mechanic's lien or liens to be placed upon the Leased Premises or improvements on the Premises, and if such lien is claimed as a result of the acts of Lessee, Lessee will promptly pay the lien. If default in payment of the lien continues for twenty (20) days after written notice from Lessor, Lessor may, at its option,

pay the lien or any portion of it without inquiry as to its validity. Any amounts paid by the Lessor to remove a mechanic's lien caused to be filed against the Premises or improvements on the Premises by Lessee, including expenses and interest, shall be due from Lessee to Lessor and shall be repaid to Lessor immediately on rendition of notice, together with interest at ten percent (10%) per annum until repaid.

ARTICLE 9. INSURANCE AND INDEMNITY

Property Insurance

9.1 At all times during the Term of this Lease Agreement, Lessee shall keep the Leased Premises insured against loss or damage by fire, vandalism and malicious mischief, with extended coverage endorsement or its equivalent with an insurer acceptable to Lessor. The insurance shall be paid for by Lessee and shall be in amounts not less than one hundred percent (100%) of the full replacement value of the Leased Premises, which may be provided under a blanket policy. Such policy or policies of insurance shall name both Lessor and Lessee as a named insured and all proceeds payable thereunder shall be paid to Lessor and held by Lessor in trust, and shall be made available for reconstruction on repair, as the case may be, of any damage to or destruction of the Leased Premises, or any portion thereof, and shall be paid out by Lessor from time-to-time subject to the provisions hereof for the reasonable cost of such reconstruction or repair. Any excess proceeds of insurance remaining after the completion of the restoration or reconstruction of the Leased Premises (or in the event neither Lessor nor Lessee is required or elects to repair and restore, all such insurance proceeds) shall be retained by Lessor free and clear upon completion of any such repair and restoration. All salvage resulting from any risk covered by such insurance shall belong to Lessor except

that any salvage relating to Lessee's personal property shall belong to Lessee.

General Liability Insurance

9.2 **Lessor**. Lessor, at its own expense, shall provide and maintain in force during the term of this Lease, liability insurance with limits of at least Five Hundred Thousand Dollar ($500,000.00), naming Lessee as additional insured. Prior to occupancy of the Premises, Lessor shall provide Lessee with evidence of such insurance.

9.3 **Lessee.** Lessee, at its own expense, shall provide and maintain in force during the term of this Lease, liability insurance in the amounts deemed adequate by Lessee.

Remedy for Failure to Provide Insurance

9.3 Lessor and Lessee shall each furnish with the original of all insurance policies required by this Article. If either Lessor or Lessee does not provide such policies or proof of such insurance within ten (10) days of the execution of this Lease, or if either Lessor or Lessee allows any insurance required under this Article to lapse after receipt of notice of cancellation or of non-renewal, or if either Lessor or Lessee fails to deliver proof of insurance showing coverages prior to the effective date of such insurance and the original insurance policy within thirty (30) days thereafter, such failure shall be a default of the party responsible under this Lease to acquire insurance under this Lease; or the party not responsible under this Lease to so acquire the insurance may, but shall not be required, to take out such insurance and pay the

premiums on the necessary insurance to comply with the defaulting party's obligations under the provisions of this Article. The party responsible for so acquiring the insurance agrees to reimburse the other party all amounts spent by the other party having to procure and maintain such insurance within fifteen (15) days after demand from such party having to acquire such insurance. Failure to pay such amount when due shall be a default of the party responsible to acquire insurance under this Lease.

ARTICLE 10. DAMAGE OR DESTRUCTION OF PREMISES

Notice to Lessor

10.1 If the Leased Premises, or any structures or improvements on the Leased Premises, should be damaged or destroyed by fire, tornado, or other casualty, Lessee shall give immediate written notice of the damage or destruction to Lessor, including a description of the damage and, as far as known to Lessee, the cause of the damage.

10.2 If the building on the Leased Premises should be totally destroyed by fire, tornado, or other casualty, or if it should be so damaged that rebuilding is necessary, this Lease Agreement, at the option of the Lessee, shall terminate and rent shall be abated for the unexpired portion of this Lease, effective as of the date of said occurrence.

10.3 If the Leased Premises should be damaged by fire, tornado, or other casualty, but not to such an extent that rebuilding or repairs can reasonably be completed with thirty (30) working days from the date of the occurrence of the damage, this Lease shall not terminate, but Lessor shall, if the casualty has occurred prior to the final six (6) months of the lease term, at Lessor's sole cost and risk proceed forthwith to rebuild or

repair the Leased Premises to substantially the condition in which they existed prior to such damage. If the casualty occurs during the final six (6) months of the lease term, Lessor shall not be required to rebuild or repair such damage. If the Leased Premises are to be rebuilt or repaired and are untenantable in whole or in part following such damage, the rent payable hereunder during the period in which they are untenantable shall be adjusted equitably. In the working days from the date of the occurrence of the damage, Lessee may at its option terminate this Lease by written notification at such time to Lessor, whereon all rights and obligations hereunder shall cease.

ARTICLE 11. CONDEMNATION

Total Condemnation

11.1 If during the term of this Lease all of the Leased Premises should be taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, the Lease shall terminate, and the rent shall be abated during the unexpired portion of this Lease, effective as of the date of the taking of the premises by the condemning authority.

Partial Condemnation

11.2 If less than all, but more than ten percent (10%) of the Leased Premises is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, Lessee may terminate the Lease by giving written notice to Lessor within thirty (30) days after possession of the condemned portion is taken by the entity exercising the power of condemnation.

If the Leased Premises are partially condemned and Lessee fails to exercise the option to terminate the Lease under this section, or if less than ten percent (10%) of the Leased Premises are condemned, this Lease shall not terminate, but Lessor may, at its sole expense, restore and reconstruct the building and other improvements situated on the Leased Premises to make them reasonably tenantable and suitable for the uses for which the Premises are Leased. The rent payable under Section 2.1 of this Lease shall be decreased equitably during the period of such restoration or reconstruction.

Condemnation Award

11.3 Lessor and Lessee shall each be entitled to receive and retain such separate awards, and portions of lump sum awards, as may be allocated to their respective interest in any condemnation proceedings. The termination of this Lease shall not affect the rights of the respective parties to such awards.

ARTICLE 12. DEFAULT

Default by Lessee

12.1 If Lessee shall allow the rent to be in arrears more than ten (10) days after written notice of such delinquency, or shall remain in default under any other condition of this Lease for a period of fifteen (15) days after written notice from Lessor, Lessor may at its option, without notice to Lessee, terminate this Lease or, in the alternative, Lessor may re-enter and take possession of the Premises and remove all persons and property without being deemed guilty of any manner of trespass and re-let the Premises, or any part of the Premises, for all or any part of the remainder of the Lease term, to a party satisfactory to Lessor and at such monthly rental as Lessor may with reasonable diligence be able to secure. Should Lessor be unable to relet after reasonable efforts to

do so, or should such monthly rental be less than the rental Lessee was obligated to pay under this Lease, or any renewal of this Lease, plus the expense of reletting, then Lessee shall pay the amount of such deficiency plus reasonable attorney's fees to Lessor.

Default by Lessor

12.2 If Lessor defaults in the performance of any terms, covenants, or conditions required to be performed by it under this Lease, in addition to other remedies afforded Lessee under this Lease or at law, Lessee may elect that: Upon Lessee's notice to Lessor of repairs or maintenance which Lessor has a duty to undertake, Lessor neglects to make such repairs within thirty (30) days following written notice from Lessee, Lessee may vacate the Premises, in which case it shall be discharged from further payment of rent, the performance of all other terms and conditions of this Lease, and this Lease shall terminate as of the date Lessee vacates the Premises and any rental shall be abated for the unexpired term of this Lease.

Cumulative Remedies

12.3 All rights and remedies of Lessor and Lessee under this Article shall be cumulative, and none shall exclude any other right or remedy provided by law or by any other provision of this Lease. All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion for their exercise arises.

Waiver of Breach

12.4 A waiver by either Lessor or Lessee of a breach of this Lease by the other party does not constitute a continuing waiver or a waiver of any subsequent breach of the Lease.

ARTICLE 13. ASSIGNMENT AND SUBLETTING

Assignment and Subletting by Lessee

13.1 Lessee may sublet, assign, encumber, or otherwise transfer this Lease, or any right or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, with the written consent of Lessor. If Lessee sublets, assigns, encumbers, or otherwise transfers its rights or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, other than as specified herein, without the written consent of Lessor, Lessor may, at its option, declare this Lease terminated and Lessee and Lessor shall have no further obligation to each other under this Lease. In the event Lessor consents in writing to an assignment, sublease or other transfer of all or any of Lessee's rights under this Lease, the assignee or sublessee, must assume all of Lessee's obligations under this Lease, and Lessee shall remain liable for every obligation under the Lease. Lessor's consent under this section will not be arbitrarily or unreasonably withheld.

Assignment by Lessor

13.2 Lessor may assign or transfer any or all of its interests under the terms of this Lease.

ARTICLE 14. OPTION TO PURCHASE

14.1 Provided Lessee is not in default under any provisions of this lease agreement, Lessee shall have the option to purchase the Premises for the price of Two Million Eight Hundred Fifty Thousand No/100ths Dollars ($2,850,000.00) (the "Option Price"). Such Option to Purchase may be exercised at any time after the Commencement Date of this Lease by Lessee giving notice to Lessor, such notice evidenced by an

executed Earnest Money Contract delivered to Lessor, an unsigned copy of which is attached hereto as Exhibit "C" (The "Purchase Contract"). All Base Rent paid by Hidalgo County through the date of closing (as defined in the Purchase Contract) in accordance with this Lease shall be credited toward the Purchase Price (as defined in the Purchase Contract).

ARTICLE 15. MISCELLANEOUS

Notices and Addresses

15.1 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

Lessor:
Edinburg Real Estate Network
Attn: Oscar Cortes, MD
1615 S. Closner, Ste. A
Edinburg, Texas 78539

Lessee:
County of Hidalgo
Attn: County Judge
P.O. Box 1356
Edinburg, Texas 78540

Either party may change the address to which notices are to be sent it by giving the other party written notice of the new address in the manner provided in this section.

Parties Bound

15.2 This Lease Agreement shall be binding upon, and inure to the benefit of, the parties to the Lease and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this Lease Agreement.

Texas Law to Apply

15.3 This Lease Agreement shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by this Lease are performable in Hidalgo County, Texas.

Legal Construction

15.4 In case any one or more of the provisions contained in this Lease Agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the Lease Agreement, and this Lease Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been included in the Lease Agreement.

Prior Agreements Superseded

15.5 This Lease Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Lease Agreement.

Amendment

15.6 No amendment, modification, or alteration of the terms of this Lease Agreement shall be binding unless it is in writing, dated subsequent to the date of this Lease Agreement, and duly executed by the parties to this Lease Agreement.

Rights and Remedies Cumulative

15.7 The rights and remedies provided by this Lease Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorneys' Fees and Costs

15.8 If, as a result of a breach of this Lease Agreement by either party, the

other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorneys' fees and costs incurred to enforce the Lease.

Force Majeure

15.9 Neither Lessor nor Lessee shall be required to perform any term, condition, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

Real Estate Commission and Finder's Fees

15.10 Neither Lessor nor Lessee has entered into any real estate commission or finder's fee agreements with any broker, agent or finder in respect of this transaction, and Lessor and Lessee each agree to indemnify and hold harmless the other from and against any and all claims, losses, damages, costs or expenses of any kind, or arrangement or understanding alleged to have been made by the indemnifying party or on its behalf with any broker, salesman or finder in connection with this Lease or the transactions contemplated hereby.

Estoppel Information

15.11 Lessee shall, at the request of Lessor, provide any and all information with respect to this Lease to any person designated by Lessor.

Time of Essence

15.12 Time is of the essence of this Lease Agreement.

THE UNDERSIGNED Lessor and Lessee execute this Lease Agreement on the day of _____2009.

HIDALGO COUNTY

_____
Juan D. Salinas, III, County Judge

COMPANY:
Edinburg Real Estate Network Inc.

_____

Printed Name: _____

Title: _____

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By:_____
Stephen L. Crain

Website: www.atlashall.com

ATLAS & HALL, L.L.P.
ATTORNEYS AT LAW
P.O. BOX 3725 (78502-3725)
818 W. PECAN BLVD.
MCALLEN, TEXAS 78501
TEL. (956) 682-5501 FAX (956) 686-6109

STARR COUNTY OFFICE
200 N. BRITTON AVE.
RIO GRANDE CITY, TEXAS 78582
TEL. (956) 488-1896
FAX (956) 488-6482

July 30, 2009

Xavier Ornelas
P. O. Box 876
Edinburg, Texas 78540

RE: Lease by and between Hidalgo County as Lessee and Edinburg Real Estate Network Inc.

Dear Xavier:

We have been informed that you represent Edinburg Real Estate Network Inc. with respect to the lease of the property commonly known as the Mediplex building to Hidalgo County.

In connection herewith, enclosed please find the proposed triple net lease consisting of three exhibits, one of which is an unsigned earnest money contract, which when executed by Hidalgo County shall serve as notice of the exercise of the option to purchase the Mediplex building by Hidalgo County (the "Lease").

After you have had an opportunity to review the Lease, please contact me with any questions you may have.

Very truly yours,

ATLAS & HALL, LLP

By: Stephen L. Crain

SLC/mt
Enclosures

EXHIBIT "A"

LEGAL DESCRIPTION

EXHIBIT "A"

LEGAL DESCRIPTION

A tract of land containing 2.673 acres situated in the City of Edinburg, Hidalgo County, Texas, out of LOT 11, SECTION 271, TEXAS-MEXICAN RAILWAY COMPANY SURVEY (Deed Reference: Volume 24 Page 168, Hidalgo County Deed Records), said 2.673 acres being a part or portion of a (5.51 ac.) Tract conveyed to EDINBURG REAL ESTATE NETWORK, INC. (Warranty Deed recorded under Document #494501, Hidalgo County Official Records), said 2.673 acres also being more particularly described as follows:

BEGINNING at a pipe found on the west right -of-way line of U.S. Business Highway 281 (Closner Boulevard) for the easternmost Northeast corner of this tract, said pipe bears S 9° 05' 00" W a distance of 275.40 feet and N 80° 53' 00" W a distance of 50.00 feet from the Northeast corner of said Lot 11, Section 271;

THENCE, S 9° 05' 00" W along the West right -of -way line of said U.S. Business Highway 281 (Closner Boulevard) and the East property line of said Edinburg Real Estate Network Inc. tract, a distance of 37.10 feet to an iron rod set for the Southeast corner of this tract;

THENCE, N 80° 53' 00" W a distance of 501.33 feet to an iron rod set for the Southwest corner of this tract;

THENCE, N 9° 05' 00" E along the West property line of said Edinburg Real Estate Network, Inc. tract, a distance of 267.50 feet pass an iron road set on the South line of an Utility Easement (granted to the City of Edinburg in Vol. 1554 Pg.465, Hidalgo County Deed Records), at a distance of 274.50 feet pass a pipe found for the South right-of -way line of Freddy Gonzalez Drive (as dedicated in Vol. 1528 Pg. 648, Hidalgo county Deed Records), and continuing a total distance of 312.50 feet to the north line of said Lot 11, for the Northwest corner of this tract;

THENCE, S 80° 53' 00" E along the north line of said Lot 11, a distance of 191 30 feet to an outside corner of this tract;

THENCE, S 11° 37' 43" W a distance of 20.02 feet to an inside corner of this tract;

THENCE, S 80° 53' 00" E a distance of 177.67 feet to an outside corner of this tract;

THENCE, S 9° 05' 00" W at a distance of 18.00 feet pass a pipe found for said South right-of-way line of Freddy Gonzalez Drive (Vol. 1528 Pg. 648, Hidalgo County Deed Records), at 25.00 feet pass the south line of said Utility Easement (Vol. 1554 Pg. 465, Hidalgo County Deed Records), and continuing, along the west property line of tract conveyed to S.S. Partners (WD Doc. #450889, Hidalgo County Official Records), for a total distance of 255.40 feet, to a pipe found for an inside corner of this tract;

THENCE, S 80° 53' 00" E along the south property line of said S.S. Partners tract, a distance of 133.25 feet to the POINT OF BEGINNING, and containing 2.673 acres, of which 0.240 of one acre lies in the right-of-way of said Freddy Gonzalez Drive (as dedicated in Vol 1528 Pg. 648, Hidalgo County Deed Records), leaving a net of 2.433 acres of land, more of less.

EXHIBIT "B"

BID PAGE

EXHIBIT "B"

"LEASE and/or LEASE PURCHASE OFFICE SPACE for HIDALGO COUNTY"
BID NO.: 2009-064-05-13-MEG
BID FORM

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable **INCOMPLETE** submittals shall be considered a probable cause for disqualification.

PLEASE PROVIDE THE LEGAL DESCRIPTION OF THE PROPERTY ALONG WITH YOUR BID

Proposed Location (physical address)	1615 S CLOSNER STES, B-J
Legal Description:	ALBERTSONS EDINBURG, LOT 1
Total Square feet of Proposed Building	25928

VENDOR	SQUARE FOOT	COST
PRICE per square foot	$1.00 + NNN	$ 25,928. =
Total Monthly Bid Price		$ 25,928. =

BIDDER/COMPANY NAME: EDINBURG REAL ESTATE NETWORK, INC.

ADDRESS: 1615 S. CLOSNER, STE A

CITY: EDINBURG STATE: TX ZIP CODE: 78539

PHONE No: (956) 381-9854 CEL: (956) 451-0348 FAX No. (956) 381-9858

AUTHORIZED SIGNATURE:

PRINTED NAME: OSCAR CORTES, MD

TITLE: PRESIDENT

EMAIL: droortes@yahoo.com.

RECEIVED
MAY 13 2009
BY
OPENED
9:47
Witnessed

R605992

Current Owner	Legal Description	Exemptions	Appraised
EDINBURG REAL ESTATE NETWORK INC (O565274) 1615 S CLOSNER BLVD STE D EDINBURG,TX 78539-6362	ALBERTSONS EDINBURG LOT 1		2,078,270
		Entities	Homestead Cap
		CEB, DR1, GHD, JCC, R15, SEB, SST	0

Situs Address

Sales

Date	Volume	Page	Seller Name
12/20/1999	831936		UNKNOWN OWNER

History Information

	2008	2007	2006	2005
Imp HS	-	-	-	-
Imp NHS	$1,192,559	$1,259,045	$1,244,399	$1,310,884
Land HS	-	-	-	-
Land NHS	$423,928	$423,928	$423,928	$423,928
Ag Mkt	-	-	-	-
Ag Use	-	-	-	-
Tim Mkt	-	-	-	-
Tim Use	-	-	-	-
HS Cap	-	-	-	-
Assessed	$1,616,487	$1,682,973	$1,668,327	$1,734,812

Building Attributes

Construction	Foundation	Exterior	Interior	Roof	Flooring
COM	SLB	TIL	SRK	FLT-BLT	CPT
Heat/AC	**Baths**	**Fireplace**	**Year Built**	**Rooms**	**Bedrooms**
AND	8		1973		

Improvements

Type	Description	Area	Year Built	Eff Year	Value
C	Commercial				$1,283,405
CLC	Clinic	21484	1973	1984	$980,605
ENC	Enclosed Add	516	1973	1984	$23,552
ENC	Enclosed Add	648	1973	1984	$29,577
OFF	Office	3280	1973	1984	$149,711
ASP	Asphalt	57235	1973	1984	$39,406
CON	Concrete	4561	1973	1984	$6,280

Land Segments

SPTB	Description	Area	Market	Ag Value
F1	Lot	105982F	794,865	0

Improvement Sketch

EXHIBIT "C"

EARNEST MONEY CONTRACT

EARNEST MONEY CONTRACT

(Unimproved Property)

Seller:	Edinburg Real Estate Network, Inc. Attention: Oscar Cortes, MD 1615 S. Closner, Ste. A Edinburg, Texas 78539
Purchaser:	Hidalgo County, Texas Attention: County Judge 100 E. Cano, 2nd Floor Edinburg, Texas 78539
Title Company:	_____ _____ _____
Escrow Agent:	_____ _____ _____

Seller agrees to sell to Purchaser, who agrees to purchase, the property described in this Contract upon the following terms and conditions.

ARTICLE I

THE PROPERTY

The property is the surface estate only of that certain tract of real property located in Hidalgo County, Texas, (the "Property"), and more particularly described on Exhibit "A" attached hereto, together with any rights and appurtenances pertaining to the Property, including any right, title and interest of Seller in and to adjacent streets, alleys and rights-of-way.

ARTICLE II

PURCHASE PRICE

2.1 The total purchase price ("Purchase Price") for the Property shall be the sum of Two Million Eight Hundred Fifty Thousand and 00/100ths Dollars ($2,850,000.00) payable in cash or other immediately available funds, at Closing.

2.2 On execution of this Contract, Purchaser shall deposit with the Escrow Agent, the sum of $100.00 as earnest money (hereinafter the "Earnest Money") to bind

this sale. The Earnest Money shall be deposited by the Escrow Agent until the date of Closing, at which time it shall be applied as hereinafter provided and any excess returned to Purchaser, provided Purchaser is not default hereunder. In the event of Purchaser's default, the Earnest Money shall be disposed of as hereinafter provided.

TERMINATION OPTION

2.3 For nominal consideration, the receipt of which is hereby acknowledged by Seller, and Purchaser's agreement to pay Seller the sum of one hundred dollars ($100.00) (Option Fee) within 2 days after the effective date of this Contract, Seller grants Purchaser the unrestricted right to terminate this Contract by giving notice of termination to Seller within sixty (60) days after the Effective Date of the Feasibility Study as contained in Article VI of this contract such effective date being the same date of Sellers written notice as required in Article VI of this contract. If Purchaser gives notice of termination within the time prescribed, the Option Fee will not be refunded; however, any earnest money will be refunded to Purchaser. The Option will be credited to the Sales Price at closing. Time is of the essence for this paragraph and strict compliance with the time for performance is required.

ARTICLE III

REPRESENTATIONS AND WARRANTIES

3.1 Seller represents to Purchaser that Seller has full requisite power and authority to perform all of its obligations under this Contract.

3.2 Purchaser represents and warrants to Seller, which representations and warranties shall survive Closing, that Purchaser has the authority to purchase the Property, make the representations contained herein and to perform all terms and conditions required of Purchaser herein.

3.3 (a) Purchaser hereby represents and acknowledges that:

(1) Purchaser is purchasing the Property, and the Property shall be conveyed and transferred to Purchaser, "AS IS, WHERE IS, AND WITH ALL FAULTS" and, except as specifically set forth herein, without any warranties, representations, or guarantees, either expressed or implied, of any kind, nature, or type whatsoever from or on behalf of the Seller. Purchaser acknowledges that it has not relied, and is not relying, on any information, document, sales brochures, or other literature, maps or sketches, projections, pro formas, statements, representations, guarantees, or warranties (whether expressed or implied, or oral or written, or material or immaterial) that may have been given by, or made by, or on behalf of, Seller;

(2) Purchaser is not entitled to, and should not rely on, the Seller or its agents as to (A) the quality, nature, adequacy, or physical condition of the Property, including without limitation, the structural elements, foundation, roof, appurtenances, access, landscaping, parking facilities, or the electrical, mechanical, HVAC, plumbing, sewage or utility systems, facilities or appliances at the Property, if any; (B) the quality, nature, adequacy, or physical condition of soils or the existence of ground water at the Property; (C) the existence, quality, nature, adequacy, or physical condition of any utilities serving the Property; (D) the development potential of the Property, its habitability, merchantability or fitness, suitability, or adequacy of the Property for any particular purpose; (E) the zoning or other legal status of the Property; (F) the Property's or its operations' compliance with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions, or restrictions of any governmental or quasi-governmental entity, or of any other person or entity; (G) the quality of any labor or materials relating in any way to the Property; or (H) the condition of title to the Property (except for the warranty of title set forth in the deed), or the nature, status and extent of any right-of-way, lease, right of redemption, possession, lien, encumbrance, license, reservations, covenant, condition, restriction, or any other matter affecting title to the Property;

(3) Purchaser has had and will have, pursuant to this Agreement, an adequate opportunity to make such legal, factual, and other inquiries, investigations and tests as it deems necessary, desirable, or appropriate with respect to the Property. Those inquiries and investigations of Purchaser may include, but are not limited to, any leases and contracts pertaining to the Property, the physical components of all portions of the Property, the condition of the Property, the existence of any hazardous materials or other environmental matters affecting the Property, the existence of any wood-destroying organisms on the Property, the state of facts that an accurate survey and inspection would show, the present and future zoning ordinances, resolutions, and regulations of the city, county, and state where the Property is located, and the value and marketability of the Property; and

(4) Without in any way limiting the generality of the preceding subsections (1) through (3), Purchaser specifically acknowledges and agrees that it hereby waives, releases, and discharges any claim that it has, might have had, or may have against the Seller with respect to the condition of the Property, either patent or latent, its ability or inability to obtain or maintain building permits, either temporary or final certificates of occupancy, or other licenses for the use or operation of the Property and/or certificates of compliance for the Property, the actual or potential income or profits to be derived from the Property, the real estate taxes or assessments now or hereafter payable thereon (except as provided herein as to Seller's obligations for proration of current year taxes and payment of ad valorem taxes for prior years), the compliance with any environmental protection, pollution or land use

laws, rules, regulations, or requirements, and any other state of facts that exist with respect to the Property.

(b) A provision similar to the following shall be included in the deed required under this Agreement:

Grantee, by its acceptance hereof, accepts the Property in its physical condition as of the date hereof, AS IS, WHERE IS AND WITH ALL FAULTS, and acknowledges that it has no recourse whatsoever against Grantor in the event of discovery of any defects of any kind, latent or patent. Grantee acknowledges and agrees that Grantor has not made and does not make any representation, warranty or covenant of any kind or character whatsoever, whether expressed or implied, with respect to the physical condition, use or usefulness of the Property or any portion thereof, and (1) GRANTOR HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF CONDITION, MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR WITH RESPECT TO THE VALUE, PROFITABILITY OR MARKETABILITY OF THE PROPERTY, AND (2) SELLER HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY WITH REGARD TO COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS, OR REQUIREMENTS INCLUDING, BUT NOT LIMITED TO, THOSE PERTAINING TO THE HANDLING, GENERATING, TREATING, STORING OR DISPOSING OF ANY HAZARDOUS WASTE OR SUBSTANCE.

(c) The provisions of this Paragraph 3.3 shall survive the Closing.

ARTICLE IV

TITLE

4.1 Within ten (10) days from the date of this Contract, Seller shall, at Purchaser's sole expense, cause to be furnished to Purchaser a current Commitment for Owner Policy of Title Insurance ("the Title Binder") issued by Title Company, describing the Property, naming Purchaser as the prospective insured and showing as the policy amount the total purchase price for the Property. The Title Binder shall commit the Title Company to issue an Owner's Policy of Title Insurance to Purchaser guaranteeing title to the Property to be good and indefeasible.

4.2 At the same time that Seller causes the Title Binder to be furnished to Purchaser, Seller shall also cause to be delivered to Purchaser, at Purchaser's expense, true copies of all recorded instruments referred to in the Title Binder as conditions or exceptions to title to the Property.

4.3 If requested by Purchaser, within fifteen (15) days from the date of this Contract, Seller at Purchaser's sole cost and expense, shall cause to be delivered to Purchaser a current plat of survey (the "Survey") prepared by a Registered Public Surveyor licensed by the State of Texas selected by Seller. The Survey shall be staked on the ground and shall set forth the number of total net acres comprising the Property, together with a metes and bounds description thereof. The term net acres mean the number of acres contained in the Property, exclusive of any land lying within any easements, streets or roads, or the right of way lines of public roads and shall be calculated to the nearest one hundredth of an acre. The metes and bounds description of the Property contained in the Survey will be used on all closing documents and title policies in lieu of the description contained in Exhibit A attached hereto.

4.4 Purchaser shall have a period o ten (10) days following the date of receipt by Purchaser of the Survey and the Title Binder to give Seller written notice of any title exceptions it deems objectionable. If Purchaser gives such notice to Seller, Seller shall attempt to cure such objections, but shall not be obligated to incur any cost or institute litigation for such purpose. If Purchaser gives notice of title objections and Seller does not cure the objections within five (5) days following receipt of the notice from Purchaser, then Purchaser may either:

(a) terminate this Contract by giving written notice thereof to Seller and receive back the Earnest Money; or

(b) waive the objections and purchase the Property subject to the objections which shall be deemed to be Permitted Encumbrances (as hereinafter defined).

4.5 All items or title exceptions not objected to or objected to and later waived shall be referred to as "Permitted Encumbrances."

ARTICLE V

CLOSING

5.1 Closing shall be held on or before 60 days following the Effective Date of this Contract, at the office of the Escrow Agent, at the time as may be agreed upon by the parties.

5.2 At the Closing Seller shall deliver to Purchaser the following:

A. A Special Warranty Deed duly executed and in recordable form conveying fee simple title to the Property to Purchaser free and clear of all liens and encumbrances, except Permitted Encumbrances as defined in Article 4.5, above;

B. An Owner's Policy of Title Insurance issued by the Title Company in the amount of the Purchase Price insuring good and indefeasible title to the Property in Purchaser. The Policy shall be in the form prescribed by the State Board of Insurance of Texas and shall contain only those exceptions which constitute Permitted Encumbrances.

C. Tax Report from the tax service operated by or associated with Title Company showing no taxes due.

D. Possession of the Property.

5.3 At the Closing, Purchaser shall deliver to Seller a certified or cashier's check for the amount of the Purchase Price, plus or minus any adjustments and/or prorations otherwise herein provided and less the amount equal to the Base Rent Adjustment. The Base Rent Adjustment shall be the amount equal to Twenty Five Thousand Nine Hundred Twenty Eight dollars ($25,928.00) per month, as defined in that certain Lease by and between Seller and Purchaser whereby Seller is leasing the Property to Purchaser (the "Lease") multiplied by the number of months from the Commencement Date (as defined in the Lease) to the date of Closing herein. Calculation of the Base Rent for any partial month(s) of the Lease shall be calculated by determining the number of days of any such partial month(s) under the Lease where Purchaser occupied the Property multiplied by the sum of Eight Hundred Sixty Four and 26/100ths dollars ($864.26).

ARTICLE VI

ADJUSTMENTS AND EXPENSES

6.1 Real estate taxes for the year of Closing are to be adjusted and prorated, if applicable, as of the date of Closing. In the event that actual tax figures for the year of Closing are not available at Closing, an estimated proration of taxes shall be made on the basis of the tax rate for the preceding year applied to the latest assessed valuation.

6.2 Purchaser shall pay costs associated with the sale of the Property, including but not limited to, recording instruments presented by Seller and all financing instruments, the Survey, its own attorneys' fees, the Owner and any Mortgagee Policy of Title Insurance, the appraisal obtained by Seller prior to the sale, newspaper notices advertising the Property for sale, tax service and all other expenses of Closing not specifically attributed to Seller hereunder. Seller's own attorneys' fees shall be paid by Seller.

ARTICLE VII

DEFAULT

If Purchaser fails to comply with the obligations as set out in this Contract, Seller may terminate this Contract and receive the Earnest Money as liquidated damages, or may enforce specific performance or any other remedy available to it at law or in equity. If Seller fails to comply herewith for any reason, Purchaser may terminate this Contract and receive the Earnest Money as Purchaser's sole remedy, thereby releasing Seller from this Contract.

ARTICLE VIII

[Intentionally Omitted]

ARTICLE IX

LIENS AND TAXES

The existence of any other liens or encumbrances which secure an obligation to pay money shall not be objections to title provided that properly executed instruments in recordable form necessary to satisfy the same are delivered to Purchaser at the Closing, together with recording or filing fees, and such liens or encumbrances may be paid out of the cash consideration, if any, paid by Purchaser at the Closing.

ARTICLE X

ASSIGNMENT

This Contract may not be assigned by Purchaser without the prior written consent of Seller. Any assignment in violation of this Article X shall be null and void, *ab initio*.

ARTICLE XI

SURVIVAL

Any representations, warranties or covenants of the parties, as well as any rights and benefits of the parties, shall survive the Closing and not be merged therein.

ARTICLE XII

REAL ESTATE COMMISSIONS

Seller and Buyer represent each to the other than no brokers were or are involved with the transaction which is the subject of this Contract and that no claims for brokerage fees or other similar form of compensation are due or payable to any real estate broker or other person or entity because of the sale of the Property. Seller indemnifies and holds harmless Buyer from brokerage fees, if any respecting this transaction.

ARTICLE XIII

MISCELLANEOUS

13.1 Time shall be of the essence of this Contract.

13.2 This Contract and all of the terms, provisions and covenants contained herein shall, to the extent permitted herein, apply to, be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns.

13.3 The captions used in connection with the paragraphs in this Contract are for convenience only and are not intended in any way to amplify or limit the meaning of the language contained in this Contract, or be used in interpreting the meanings and provisions of this Contract.

13.4 This Contract shall be construed and interpreted under the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

13.5 In case any one or more of the provisions contained in this Contract 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 provisions hereof and this Contract shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

13.6 All notices, demands or requests required or permitted under this Contract shall be in writing, and shall be deemed to have been properly given, whether or not actually received, when the same have been deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the appropriate party at the address given for such party at the beginning of this Contract.

13.7 This Contract contains the entire agreement between the parties and supersedes all prior agreements and understandings between the parties concerning

the Property, and it shall not be amended, modified, supplemented or changed in any way except by written agreement of the parties.

13.8 Should either party be in default under any of the terms of this Contract, the non-defaulting party shall so notify the defaulting party in writing and the defaulting party shall have a period of twenty (20) days from the receipt of such notice to cure the default.

13.9 In addition to the acts recited in this Contract to be performed by Seller and Purchaser, the parties hereto agree to perform or cause to be performed at the Closing or after the Closing, any and all such further acts as may be reasonably necessary to consummate transactions contemplated hereby.

13.10 In the event that this Contract or any provision hereof is construed or determined to be ambiguous by any Court of Law, then in that event the parties agree that each through its attorney has contributed to the preparation of this Contract and have jointly written or composed the clauses herein contained; and neither party hereto should be given any advantage over the other under the laws of construction of instruments based upon the authorship hereof.

13.11 The Earnest Money is deposited with Escrow Agent with the understanding that Escrow Agent (i) does not assume or have any liability for performance or nonperformance of any party; (ii) has the right to require the receipt, release and authorization in writing of all parties before paying the Earnest Money to any party; and (iii) is not liable for interest or other charge on the funds held. If any party unreasonably fails to agree in writing to an appropriate release of Earnest Money, then such party shall be liable to the other parties as provided in Article VIII. At Closing, the Earnest Money shall be applied to any cash down payment required, next to Purchaser's closing costs and any excess refunded to Purchaser.

13.12 If Seller is not a foreign person, as defined in the Federal Foreign Investment in Real Property Tax Act of 1980 and the 1984 Tax Reform Act, as amended (the Federal Tax Law), then at the Closing, Seller will deliver to Purchaser a certificate so stating, in a form complying with the Federal Tax Law. If Seller is a foreign person or if Seller fails to deliver the required certificate at the Closing, then in either such event the funding to Seller, at the Closing, will be adjusted to the extent required to comply with the withholding provisions of the Federal Tax law; and although the amount withheld will still be paid at the Closing by Purchaser, it will be retained by the Title Company as Escrow Agent (the reasonable fees of which shall be paid by Seller at the Closing) for delivery to the Internal Revenue Service together with the appropriate Federal Tax law forwarding forms, and with copies being provided both to Seller and to Purchaser.

ARTICLE XIV

CONDEMNATION

14.1 If prior to the Closing all or any substantial portion of the Property is condemned, either party shall have the right to terminate this Contract upon giving written notice to the other party within ten (10) days of the date Seller notifies Purchaser in writing of such condemnation. In the event of such termination, Purchaser shall be entitled to the return of the Earnest Money. If neither party elects to terminate this Contract, then the Closing shall take place, as herein provided, without abatement of the purchase price and Seller shall assign to Purchaser at the Closing, all interest of Seller in any condemnation awards which may be payable to Seller as a result of the condemnation. If less than a substantial portion of the Property is condemned, neither party may terminate this Contract but all interest of Seller in any condemnation proceeds shall be assigned by Seller to Purchaser at the Closing.

14.2 A substantial portion is defined to be either five percent (5%) or more in value of the Property.

The date of this Contract is the _____ day of _____, 200___.

SELLER:

COUNTY OF HIDALGO

By:_____
J.D. Salinas, County Judge

PURCHASER:

_____

Printed Name:_____

Receipt of a fully executed Contract and $_____.00 Earnest Money in the form of a _____ are hereby acknowledged this _____ day of _____, 200____ at _____, _____.M.

ESCROW AGENT:

By: _____

Seller and Purchaser designate the following named attorneys to represent their respective interest herein:

SELLER'S ATTORNEY:

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

BUYER'S ATTORNEY:

_____
_____
_____

EXHIBIT "A"
Metes and Bounds Description of the Property

[To be provided]

EXHIBIT "A"

LEGAL DESCRIPTION

A tract of land containing 2.673 acres situated in the City of Edinburg, Hidalgo County, Texas, out of LOT 11, SECTION 271, TEXAS-MEXICAN RAILWAY COMPANY SURVEY (Deed Reference: Volume 24 Page 168, Hidalgo County Deed Records), said 2.673 acres being a part or portion of a (5.51 ac.) Tract conveyed to EDINBURG REAL ESTATE NETWORK, INC. (Warranty Deed recorded under Document #494501, Hidalgo County Official Records), said 2.673 acres also being more particularly described as follows:

BEGINNING at a pipe found on the west right -of-way line of U.S. Business Highway 281 (Closner Boulevard) for the easternmost Northeast corner of this tract, said pipe bears S 9° 05' 00" W a distance of 275.40 feet and N 80° 53' 00" W a distance of 50.00 feet from the Northeast corner of said Lot 11, Section 271;

THENCE, S 9° 05' 00" W along the West right -of -way line of said U.S. Business Highway 281 (Closner Boulevard) and the East property line of said Edinburg Real Estate Network Inc. tract, a distance of 37.10 feet to an iron rod set for the Southeast corner of this tract;

THENCE, N 80° 53' 00" W a distance of 501.33 feet to an iron rod set for the Southwest corner of this tract;

THENCE, N 9° 05' 00" E along the West property line of said Edinburg Real Estate Network, Inc. tract, a distance of 267.50 feet pass an iron road set on the South line of an Utility Easement (granted to the City of Edinburg in Vol. 1554 Pg.465, Hidalgo County Deed Records), at a distance of 274.50 feet pass a pipe found for the South right-of -way line of Freddy Gonzalez Drive (as dedicated in Vol. 1528 Pg. 648, Hidalgo county Deed Records), and continuing a total distance of 312.50 feet to the north line of said Lot 11, for the Northwest corner of this tract;

THENCE, S 80° 53' 00" E along the north line of said Lot 11, a distance of 191 30 feet to an outside corner of this tract;

THENCE, S 11° 37' 43" W a distance of 20.02 feet to an inside corner of this tract;

THENCE, S 80° 53' 00" E a distance of 177.67 feet to an outside corner of this tract;

THENCE, S 9° 05' 00" W at a distance of 18.00 feet pass a pipe found for said South right-of-way line of Freddy Gonzalez Drive (Vol. 1528 Pg. 648, Hidalgo County Deed Records), at 25.00 feet pass the south line of said Utility Easement (Vol. 1554 Pg. 465, Hidalgo County Deed Records), and continuing, along the west property line of tract conveyed to S.S. Partners (WD Doc. #450889, Hidalgo County Official Records), for a total distance of 255.40 feet, to a pipe found for an inside corner of this tract;

THENCE, S 80° 53' 00" E along the south property line of said S.S. Partners tract, a distance of 133.25 feet to the POINT OF BEGINNING, and containing 2.673 acres, of which 0.240 of one acre lies in the right-of-way of said Freddy Gonzalez Drive (as dedicated in Vol 1528 Pg. 648, Hidalgo County Deed Records), leaving a net of 2.433 acres of land, more of less.