AI-17073 **6.D.**

Cause No. CCD-0009-A

CC REGULAR

Date:	08/25/2009
Submitted By:	Angela Garcia, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Closed Session

Information

CAPTION

Cause No. CCD-0009-A; State of Texas and Hidalgo County, Texas vs. GKS Investments, LLC, Arcelia Norma Flores a/k/a Arcelia Flores, Sandra F. Gonzalez and Texas State Bank (as Lienholder); in the County Court at Law No. 1 of Hidalgo County, Texas.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/20/2009 09:56 AM	APRV
2	Auditor's Office	Linda Fong	08/21/2009 03:29 PM	APRV
3	Purchasing Department		08/21/2009 05:31 PM	NEW

Form Started By: Angela Garcia — Started On: 08/20/2009 08:15 AM

Final Approval Date: 08/21/2009

AI-17097 **6.E.**

Cecilia Suarez v. Hidalgo County, Texas

CC REGULAR

Date:	08/25/2009
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Closed Session

Information

CAPTION

Cecilia Suarez v. Hidalgo County, Texas

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/21/2009 03:38 PM	APRV
2	Auditor's Office		08/21/2009 05:31 PM	NEW

Form Started By: Aida Alvarez Started On: 08/21/2009 03:03 PM

Final Approval Date: 08/21/2009

AI-17099 **6.F.**

Sylvia Cantu Perez v. Hidalgo County, Texas

CC REGULAR

Date:	08/25/2009
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Closed Session

Information

CAPTION

Sylvia Cantu Perez v. Hidalgo County, Texas

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/21/2009 03:37 PM	APRV
2	Auditor's Office		08/21/2009 05:31 PM	NEW

Form Started By: Aida Alvarez — Started On: 08/21/2009 03:07 PM

Final Approval Date: 08/21/2009

AI-17074 **7.D.**

Cause No. CCD-0009-A

CC REGULAR

Date:	08/25/2009
Submitted By:	Angela Garcia, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Open Session

Information

CAPTION

Cause No. CCD-0009-A; State of Texas and Hidalgo County, Texas vs. GKS Investments, LLC, Arcelia Norma Flores a/k/a Arcelia Flores, Sandra F. Gonzalez and Texas State Bank (as Lienholder); in the County Court at Law No. 1 of Hidalgo County, Texas.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/20/2009 09:56 AM	APRV
2	Auditor's Office	Linda Fong	08/21/2009 03:29 PM	APRV
3	Purchasing Department		08/21/2009 05:31 PM	NEW

Form Started By: Angela Garcia — Started On: 08/20/2009 08:17 AM

Final Approval Date: 08/21/2009

AI-17098 **7.E.**

Cecilia Suarez v. Hidalgo County, Texas

CC REGULAR

Date:	08/25/2009
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Open Session

Information

CAPTION

Cecilia Suarez v. Hidalgo County, Texas

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/21/2009 03:38 PM	APRV
2	Auditor's Office		08/21/2009 05:31 PM	NEW

Form Started By: Aida Alvarez — Started On: 08/21/2009 03:05 PM

Final Approval Date: 08/21/2009

AI-17100 **7.F.**

Sylvia Cantu Perez v. Hidalgo County, Texas

CC REGULAR

Date:	08/25/2009
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Open Session

Information

CAPTION

Sylvia Cantu Perez v. Hidalgo County, Texas

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/21/2009 03:37 PM	APRV
2	Auditor's Office		08/21/2009 05:31 PM	NEW

Form Started By: Aida Alvarez — Started On: 08/21/2009 03:08 PM

Final Approval Date: 08/21/2009

AI-17078 **10.B.**

permission to use the Hidalgo County Square Parking lot on December 5, 2009 for a function

CC REGULAR

Date:	08/25/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Requesting permission from the Edinburg Chamber of Commerce to use the Hidalgo County Square Parking lot on December 5, 2009 for "Night of Lights Parade"

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:**

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

BUDGETARY IMPACT:

No fical impact.

Attachments

Link: request

Link: insurance

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/20/2009 03:41 PM	APRV
2	Erika Zamora	Erika Zamora	08/21/2009 03:04 PM	APRV
3	Auditor's Office	Linda Fong	08/21/2009 03:32 PM	APRV
4	Purchasing Department		08/21/2009 05:31 PM	NEW

Form Started By: Monica Badillo — Started On: 08/20/2009 11:21 AM

Final Approval Date: 08/21/2009

EDINBURG
CHAMBER OF COMMERCE

August 14, 2009

Honorable Judge J.D. Salinas
Hidalgo County Courthouse
100 E. Cano
Edinburg, TX 78539

Dear Judge Salinas:

On behalf of the Edinburg Chamber of Commerce, I would like to request permission to use the county square for the Night of Lights Parade on Saturday, December 5th at 6:30 p.m. The participants will start lining up at 4:45 p.m. The parade is scheduled to begin at the county square and travel West on University ending at the Edinburg Professional Baseball Stadium.

Thank you in advance for your cooperation and for your continued support throughout the years. If you have any questions, please call me at 383-4974.

Sincerely,

Letty Gonzalez
President

P.O. Box 85
Edinburg, Texas 78540

602 W. University
956 383-4974
956 383-6942 FAX
1-800-800-7214
chamber@edinburg.com

Certificate of Insurance

This certifies that

- ☐ **State Farm Fire and Casualty Company,** Bloomington, Illinois
- ☐ **State Farm General Insurance Company,** Bloomington, Illinois
- ☐ **State Farm Fire and Casualty Company,** Aurora, Ontario
- ☐ **State Farm Florida Insurance Company,** Winter Haven, Florida
- ☒ **State Farm Lloyds,** Dallas, Texas

insures the following policyholder for the coverages indicated below:

Policyholder **EDINBURG CHAMBER OF COMMERCE**

Address of policyholder **P.O. BOX 86, EDINBURG, TEXAS 78539**

Location of operations **602 W. UNIVERSITY, EDINBURG, TEXAS 78539**

Description of operations

The policies listed below have been issued to the policyholder for the policy periods shown. The insurance described in these policies is subject to all the terms, exclusions, and conditions of those policies. The limits of liability shown may have been reduced by any paid claims.

Policy Number	Type of Insurance	Policy Period Effective Date	Policy Period Expiration Date	Limits of Liability (at beginning of policy period)	
	Comprehensive				BODILY INJURY AND PROPERTY DAMAGE
90-KK-5536-8 L	Business Liability	11-17-2008	11-17-2009		
This insurance includes:	☒ Products - Completed Operations ☐ Contractual Liability ☒ Personal Injury ☒ Advertising Injury			Each Occurrence	$ 1,000,000.00
				General Aggregate	$ 2,000,000.00
				Product - Completed Operations Aggregate	$ 2,000,000.00
Policy Number	EXCESS LIABILITY	**Policy Period Effective Date**	**Policy Period Expiration Date**	BODILY INJURY AND PROPERTY DAMAGE (Combined Single Limit)	
	☐ Umbrella			Each Occurrence	$
	☐ Other			Aggregate	$
		Policy Period Effective Date	**Policy Period Expiration Date**	Part I - Workers Compensation - Statutory	
	Workers' Compensation and Employers Liability			Part II - Employers Liability	
				Each Accident	$
				Disease - Each Employee	$
				Disease - Policy Limit	$
Policy Number	**Type of Insurance**	**Policy Period Effective Date**	**Policy Period Expiration Date**	**Limits of Liability (at beginning of policy period)**	

THE CERTIFICATE OF INSURANCE IS NOT A CONTRACT OF INSURANCE AND NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE APPROVED BY ANY POLICY DESCRIBED HEREIN.

Name and Address of Certification Holder

COUNTY OF HIDALGO
100 E CANO ST
EDINBURG, TX 78539

If any of the described policies are canceled before their expiration date, State Farm® will try to mail a written notice to the certificate holder days before cancellation. If we fail to mail such notice, no obligation or liability will be imposed on State Farm or its agents or representatives.

Sam Saldivar by

Signature of Authorized Representative

AGENT/CUSTOMER SERVICE REP **08/14/09**

Title Date

SAM SALDIVAR

Agent Name

Telephone Number **956-383-43**

Agent's Code Stamp
Agent Code **8259**
AFO Code **F116**

1001260

106399.9 03-16-2009

AI-17020 **10.C.**

Atomic Energy Claim

CC REGULAR

Date:	08/25/2009
Submitted By:	Angela Garcia, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Courthouse Security:
Approval of the following claim/invoices for services rendered to the Courthouse Security Personnel with authority for County Treasurer to issue check after auditing procedures are completed by County Auditor:

Vendor	Invoice #	Invoice Date	Amount
Atomic Energy	09207155	06/30/09	249.08

BACKGROUND

P.O. #627463

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1241-421-23-115-044-0-611

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

BUDGETARY IMPACT:

Amount available in PO# 627463 $357.00 as of 8/19/09 for Atomic Energy Industrial Laboratories .

Attachments

Link: invoice

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/19/2009 09:23 AM	APRV
2	Erika Zamora	Erika Zamora	08/19/2009 04:55 PM	APRV
3	Auditor's Office	Linda Fong	08/21/2009 03:47 PM	APRV
4	Purchasing Department		08/21/2009 05:31 PM	NEW

Form Started By: Angela Garcia — Started On: 08/18/2009 11:36 AM

Final Approval Date: 08/21/2009

ATOMIC ENERGY INDUSTRIAL LABORATORIES

OF THE SOUTHWEST
9261 KIRBY DRIVE • HOUSTON, TEXAS 77054 • (713) 790-9719

INVOICE

*** PAST DUE
PLEASE CONTACT OUR
OFFICE IMMEDIATELY. ***
*** (713) 790-9719

ACCOUNT NUMBER		DATE
07155	INVOICE NUM09207155	6/30/09

PO# - 268698

Z HIDALGO CNTY COURTHOUSE
ATTN: ACCTS PAYABLE
P O BOX 1356
EDINBURG TX 78540

SHIPPED TO:
ATTN: JOEL GUERRA
100 N CLOSNER
EDINBURG TX 78539

THIS IS THE ONLY BILL YOU WILL RECEIVE FOR THE BELOW ITEMIZED CHARGES, WHICH ARE PAYABLE UPON RECEIPT. A PENALTY CHARGE OF $10.00 PLUS 4.5% OF THE PAST DUE AMOUNT PER QUARTER WILL BE ADDED TO ALL PAST DUE ACCOUNTS.

DATE	REFERENCE	DESCRIPTION	CHARGES & CREDITS
		BALANCE FORWARD	135.00
5/20/09	268698	6 QUARTERLY REPORTS AT 2.00 EACH	12.00
6/10/09	268698	5 FILM BADGES AT 17.20 EA.	86.00
6/30/09		.000 PENALTY & INTEREST	16.08

CHARGES OR PAYMENTS RECEIVED AFTER BILLING DATE WILL APPEAR ON NEXT INVOICE.

TOTAL DUE 249.08

ORIGINAL

INVOICE RECEIVED BY: (x) Elsie
GOC SERVICES RECEIVED BY: Hid. Co. Elsie Cabello

Q-1211-421-23-115-0446-611
PO# 627463
Blue Ridge
9/16/09

AI-17113 **10.D.**

License Agreement with De Zavala Group

CC REGULAR

Date:	08/25/2009
Submitted By:	Angela Garcia, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Right of Way:
Discussion, consideration, and approval of License Agreement between Hidalgo County Pct. #2 and De Zavala Group.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Angela Garcia	Started On: 08/21/2009 05:03 PM
Final Approval Date: 08/21/2009	

AI-17110 **10.E.**

HC/DD1 Agreements

CC REGULAR

Date:	08/25/2009
Submitted By:	Sergio Cruz, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

1. Status update regarding Interlocal Agreement and Subsidiary Agreement between County of Hidalgo and Hidalgo County Drainage District No. 1 and matters related thereto.

2. Discussion, consideration, and approval of Interlocal Agreement Between County of Hidalgo and Hidalgo County Drainage District No. 1.

3. Discussion, consideration, and approval of Subsidiary Agreement Between County of Hidalgo and Hidalgo County Drainage District No. 1 (including sale or lease of personal and real property).

BACKGROUND

Agreements to be prepared by Bond Counsel.

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sergio Cruz (Originator)	Sergio Cruz	08/21/2009 05:24 PM	APRV
2	Budget & Management		08/21/2009 05:31 PM	NEW
Form Started By: Sergio Cruz			Started On: 08/21/2009 04:27 PM	
Final Approval Date: 08/21/2009				

AI-16991 **11.B.**

C.I.H.C.P.

CC REGULAR

Date:	08/25/2009
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

1. Consideration for approval the County's continued participation in the Hidalgo County Medicaid UPL.

2. Consideration for approval the Order Approving Participation in Medicaid Upper Payment Limit Program.

3. Consideration for approval and authorization for the County Judge to execute an Amendment to the current Hidalgo County Affiliation Agreement and the Certification of Governmental Entity Participation, consistent with the State's rules for private hosptial Medicaid UPL programs.

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Attachments

Link: amendment

Link: ORDER

Link: CERTIFICATION

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/18/2009 11:57 AM	APRV
2	Manuel Chapa	Manuel Chapa	08/21/2009 03:45 PM	APRV
3	Auditor's Office	Linda Fong	08/21/2009 04:02 PM	APRV
4	Purchasing Department		08/21/2009 05:31 PM	NEW

Form Started By: Dairen Sarmiento — Started On: 08/17/2009 10:19 AM

Final Approval Date: 08/21/2009

FIRST AMENDMENT TO THE
HIDALGO COUNTY INDIGENT CARE AFFILIATION AGREEMENT

This First Amendment to the Hidalgo County Indigent Care Affiliation Agreement (this "First Amendment") is entered into this ___ day of _____, 2009 to amend the Hidalgo County Indigent Care Affiliation Agreement (the "Agreement") dated June 17, 2008 by and among Hidalgo County (the "County"), and South Texas Health System d/b/a Edinburg Regional Medical Center, Rio Grande Regional Hospital, Mission Regional Medical Center, Knapp Medical Center, and Doctors Hospital at Renaissance (hereafter "Affiliated Hospitals").

RECITALS

WHEREAS, the County and the Affiliated Hospitals entered into the Agreement effective June 17, 2008.

WHEREAS, the Agreement was filed with the Texas Health and Human Services Commission ("HHSC") on August 27, 2008.

WHEREAS, HHSC requires that each participating hospital and County submit to HHSC a fully executed indigent care affiliation agreement on an annual basis in order to continue participating in the Hidalgo County UPL Program during the following fiscal year.

WHEREAS, the County and the Affiliated Hospitals desire to amend the Agreement and file it with HHSC for the next fiscal year.

NOW, THEREFORE, the parties agree as follows:

1. The first paragraph of the Agreement shall be deleted and the paragraph below added in its place:

   This Indigent Care Affiliation Agreement (the "Agreement") is entered into as of the ___ day of _____, 2009 ("Effective Date"), by and among Hidalgo County (the "County"), and South Texas Health System d/b/a Edinburg Regional Medical Center, Rio Grande Regional Hospital, Mission Regional Medical Center, Knapp Medical Center, and Doctors Hospital at Renaissance whose addresses are listed in Section 6.3 of this Agreement (together, the "Affiliated Hospitals").

2. All other terms and conditions of the Agreement shall remain unchanged and are fully incorporated herein by reference.

3. In submitting this First Amendment, each party confirms, warrants and represents that all of that party's "Representations and Warranties" as set forth in the Agreement were, and continue to be, true and correct.

IN WITNESS WHEREOF, the parties have hereunto set their hand as of the date set forth above.

COUNTY:

COUNTY OF HIDALGO, TEXAS

By_____
J.D. Salinas, County Judge

AFFILIATED HOSPITALS:

DOCTORS HOSPITAL AT RENAISSANCE

By_____
Lawrence Gelman, MD, Chief Executive Officer

SOUTHEAST TEXAS HEALTH SYSTEM d/b/a EDINBURG REGIONAL MEDICAL CENTER

By_____
Douglas A. Matney, Group Vice President

KNAPP MEDICAL CENTER

By_____
James A. Summersett III, Chief Executive Officer

MISSION REGIONAL MEDICAL CENTER

By_____
Javier Iruegas, Chief Executive Officer

COLUMBIA RIO GRANDE HEALTHCARE, L.P., d/b/a RIO GRANDE REGIONAL HOSPITAL
By: Rio Grande Regional Hospital, Inc., its general partner

By_____
Maura Walsh, Senior Vice President

#76900

ORDER APPROVING PARTICIPATION IN MEDICAID UPPER PAYMENT LIMIT PROGRAM

WHEREAS, Hidalgo County (the "County") has joined with South Texas Health System, d/b/a Edinburg Regional Medical Center, Rio Grande Regional Hospital, Mission Regional Medical Center, Knapp Medical Center, and Doctors Hospital at Renaissance (hereafter "Affiliated Hospitals") to participate in the Hidalgo County Medicaid upper payment limit ("Medicaid UPL") program (the "Program") for the benefit of the local community.

WHEREAS, participation in the Program is governed by the Centers for Medicare and Medicaid Services ("CMS") and the Texas Health and Human Services Commission ("HHSC"), and CMS and HHSC have agreed upon conditions of participation that govern the County's and the Affiliated Hospitals' participation in the Program ("Conditions"); and

WHEREAS, HHSC promulgated a certification (the "Certification") that requires the County to adopt the Conditions described in the Certification by recorded vote taken in a public meeting held in compliance with the Texas Open Meetings Act, Chapter 551, Government Code.

BE IT ORDERED by the Commissioners' Court of Hidalgo that Hidalgo County Commissioners Court approves the County's continued participation in the Program and authorizes the Court, through an authorized representative, to enter into and/or modify any and all agreements, arrangements and documents necessary to continue its participation in the Medicaid UPL program, including the Certification promulgated by HHSC.

BE IT FURTHER ORDERED that Hidalgo County is authorized to use a portion of its annual ad valorem tax revenues to fund Medicaid services provided by the Affiliated Hospitals, either through direct Medicaid payments to the Affiliated Hospitals through intergovernmental transfers of funding to the State, for purposes of the private hospital Medicaid UPL program authorized by Section 355.8063 (t) (4) of the Texas Administrative Code, Title 1.

BE IT FURTHER ORDERED that this ORDER shall be in full force and effect from and after the date of its adoption.

PASSED, APPROVED and ORDERED the _____ day of _____, 2009.

HIDALGO COUNTY

By: _____
J.D. Salinas, III, County Judge

ATTEST:

By: _____
Arturo Guajardo, Jr., County Clerk

TEXAS HEALTH AND HUMAN SERVICES COMMISSION

MEDICAID HOSPITAL SUPPLEMENTAL PAYMENT PROGRAM

CERTIFICATION OF GOVERNMENTAL ENTITY PARTICIPATION

On behalf of **Hidalgo County**, a **County** organized under the laws of the State of Texas (hereinafter referred to as "the Governmental Entity"), I, **J.D. Salinas**, affirm and certify the following:

1. ***Legal Authorization.***

    a. The Governmental Entity is legally authorized to levy and collect ad valorem taxes, generate public revenue, or receive and expend appropriated public funds ("Public Funds");

    b. The Governmental Entity is legally authorized to enter into and has entered into Affiliation Agreements with one or more private hospitals ("the Affiliated Hospitals") for, among other purposes, providing indigent care in the community served by the Governmental Entity.

2. ***Public Adoption and Access.***

    a. The governing body of the Governmental Entity adopted the conditions described in this certification by recorded vote taken in a public meeting held in compliance with the Texas Open Meetings Act, Chapter 551, Government Code;

    b. Copies of all Affiliation Agreements will be made available as provided under the Texas Public Information Act, Chapter 552, Government Code, and will be provided to HHSC on request.

3. Funding of Intergovernmental Transfers and Supplemental Payments.

a. The Governmental Entity has or has agreed to transfer Public Funds to the Health and Human Services Commission ("HHSC") via intergovernmental transfer ("IGT") for use as the non-federal share of supplemental Medicaid payments (the "Supplemental Payments") to the Affiliated Hospitals in accordance with Section (t) of Attachment 4.19-A and Section (8) of Attachment 4.19-B of the Texas Medicaid State Plan ("the Supplemental Payment Program");

b. All transfers of Public Funds by the Governmental Entity to HHSC to support the Supplemental Payments to the Affiliated Hospitals under the Supplemental Payment Program comply with:

i. The applicable regulations that govern provider-related donations codified at section 1903(w) of the Social Security Act (42 U.S.C. §1396b(w)), and Title 42, Code of Federal Regulations, Part 433, subpart B, sections 433.52 and 433.54;

ii. The conditions approved by the federal Centers for Medicare and Medicaid Services ("CMS") for governmental entities' and private hospitals' participation in the Supplemental Payment Program; and

iii. HHSC administrative rules codified at Title 1, Texas Administrative Code, chapter 355, Subchapter J, Division 4, section 355.8063(t);

4. Assurances and Representations.

a. The Governmental Entity does not and will not at any time receive any part of the supplemental Medicaid payments that are made by HHSC to the Affiliated Hospitals under the Supplemental Payment Program;

b. The Governmental Entity has not entered into a contingent fee arrangement related to the Governmental Entity's participation in the Supplemental Payment Program;

c. The Governmental Entity has not entered and will not enter into any agreement to condition either the amount of the Public Funds transferred by the Governmental Entity or the amount of Medicaid supplemental payments an Affiliated Hospital receives on the amount of indigent care the Affiliated Hospital has provided or will provide;

d. The Governmental Entity has not entered and will not enter into any agreement to condition the amount of any Affiliated Hospital's indigent care obligation on either the amount of Public Funds transferred by the Governmental Entity to HHSC or the amount of Supplemental Payment an Affiliated Hospital may be eligible to receive;

e. With regard to any escrow, trust or other financial mechanism (an "Account") utilized in connection with an indigent care Affiliation Agreement or an IGT issued for a payment period that occurs after the effective date of this Certification, the following representations are true and correct:

    i. The amount of any Account is not conditioned or contingent on the amount of indigent care services that an Affiliated Hospital provided or will provide;

    ii. The Governmental Entity has disclosed the existence of any Account to HHSC; and

    iii. Any such Account will not be used to effect a quid pro quo for the provision of indigent care services by or on behalf of the Affiliated Hospitals;

f. The Governmental Entity has not received and will not receive refunds of payments the Governmental Entity made or makes to an Affiliated Hospital for any purpose in consideration for an IGT of Public Funds by the Governmental Entity to HHSC to support the Supplemental Payments;

g. The Governmental Entity has not received and will not receive any cash or in-kind transfers from an Affiliated Hospital or any other entity acting on behalf of an Affiliated Hospital or group of Affiliated Hospitals other than transfers and transactions that:

    i. Following the date this Certification was executed, are unrelated to the administration of the Supplemental Payment Program or the delivery of indigent care services under an Affiliation Agreement;

    ii. Constitute fair market value for goods or services rendered or provided by the Governmental Entity to an Affiliated Hospital; and

    iii. Represent independent, bona fide transactions negotiated at arms-length and in the ordinary course of business between the Affiliated Hospital and the Governmental Entity;

h. The Governmental Entity has not:

    i. Following the date this Certification was executed, assigned or agreed to assign a contractual or statutory obligation of the Governmental Entity to an Affiliated Hospital or any other entity acting on behalf of an Affiliated Hospital or group of Affiliated Hospitals; or

    ii. Authorized or consented to the assumption of a statutory or contractual obligation of the Governmental Entity by an Affiliated Hospital or any other entity acting on behalf of an Affiliated Hospital or group of Affiliated Hospitals.

5. Evaluation.

a. Consistent with its constitutional, statutory, and fiduciary obligations, the Governmental Entity may evaluate a private hospital's historical experience in providing indigent care in the community or performance under an Affiliation Agreement including the impact and amount of indigent care provided by the hospital, for the following purposes:

   i. To determine whether the Governmental Entity will enter into an Affiliation Agreement with a private hospital;

   ii. To determine whether and to what degree the Governmental Entity will supply an IGT, provided such decision does not include consideration of matters prohibited under paragraph 4 of this Certification;

   iii. To determine whether an Affiliated Hospital's participation benefited the community and whether its continued participation in the indigent care program is likely to continue to benefit the community; and/or

   iv. To provide accountability to local taxpayers;

b. The Governmental Entity's evaluation under this paragraph 5 may:

   i. Occur on a schedule determined by the Governmental Entity, but not more often than once each calendar quarter;

   ii. Be documented in a manner sufficient to confirm achievement of the Governmental Entity's mission and provide an appropriate and constitutional basis on which to transfer the Public Funds to HHSC; and

   iii. Not include consideration of matters prohibited under paragraph 4 of this Certification.

On behalf of the Governmental Entity, I hereby certify that I have read and understood the above statements; that the statements are true, correct, and complete; and that I am authorized to bind the Governmental Entity and to certify to the above.

_____ _____

Signature Date

Official Seal
(If applicable)

_____

Name and Title

AI-17002 **11.C.**

Health Division - FY 2010 Immunization Contract

CC REGULAR

Date:	08/25/2009
Submitted By:	Dan Beltran, HEALTH & HUMAN SERVICES DEPT.
Department:	HEALTH & HUMAN SERVICES DEPT.
Agenda Category:	Health & Human Services Dept.

Information

CAPTION

1. Requesting approval to accept the attached FY 2010 Immunization Contract #2010-032040, Attachment #001, in the amount of $649,320.00 for the period 9/1/2009 to 8/31/2010.

2. Approval of Certification of Revenues as certified by the County Auditor for the Immunization - Grant Contract.

3. Approval of Certification of Revenues as certified by the County Auditor for the Immunization - Grant Program Income.

4. Requesting approval of the attached Immunization Contract Budget and Salary Schedules for the period 9/1/2009 to 8/31/2010 (Account #9-1293-441-00-340-012-0).

5. Requesting approval of the attached Immunization Contract Program Income Budget in the amount of $140,568.82 for the period 9/1/2009 to 8/31/2010 (Account #9-1293-441-00-340-012-0).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1293-441-00-340-012-0-XXX

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

BUDGETARY IMPACT:

Appropriation of funds in the total amount of $649,320.00 for the Immunization Grant for FY 2010. Grant period is from 9/1/09 to 8/31/10.

Revenue account# 9-1293-334-10-340-012-0-000 Immunization Revenues

FISCAL YEAR: 2009 **ACCT. #:** 9-1293-441-00-340-012-0-XXX

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

BUDGETARY IMPACT:

Appropriation of funds in the total amount of $140,568.82 for the Immunization Grant Program Income for FY 2010. Grant period is from 9/1/09 to 8/31/10.

Revenue account# 9-1293-345-40-340-012-0-000 Immunization Program Income Revenues

Attachments

Link: Contract

Link: letter Certification of Revenues Immunization

Link: letter Certification of Revenues - contractor share

Link: PI budget appropriation

Link: IM budget appropriation

Link: imm. salary schedule

Link: immunization grant salary schedule

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/18/2009 12:08 PM	APRV
2	Manuel Chapa	Manuel Chapa	08/21/2009 11:31 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	08/21/2009 05:10 PM	APRV
4	Auditor's Office		08/21/2009 05:31 PM	NEW

Form Started By: Dan Beltran

Started On: 08/17/2009 02:09 PM

Final Approval Date: 08/21/2009

DEPARTMENT OF STATE HEALTH SERVICES

This contract, number 2010-032040 (Contract), is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT (Contractor), a Government Entity, (collectively, the Parties).

1. **Purpose of the Contract.** DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations as described in the Program Attachments.

2. **Total Amount of the Contract and Payment Method(s).** The total amount of this Contract is $649,320.00, and the payment method(s) shall be as specified in the Program Attachments.

3. **Funding Obligation.** This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.

4. **Term of the Contract.** This Contract begins on 09/01/2009 and ends on 08/31/2010. DSHS has the option, in its sole discretion, to renew the Contract as provided in each Program Attachment. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.

5. **Authority.** DSHS enters into this Contract under the authority of Health and Safety Code, Chapter 1001.

6. **Documents Forming Contract.** The Contract consists of the following:

   a. Core Contract (this document)
   b. Program Attachments:

      2010-032040-001 IMMUNIZATION BRANCH - LOCALS

   c. General Provisions (Sub-recipient)
   d. Solicitation Document(s), and
   e. Contractor's response(s) to the Solicitation Document(s).
   f. Exhibits

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

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

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

Name: HIDALGO COUNTY
Address: HIDALGO COUNTY TREASURER 2810 S BUSINESS 281
EDINBURG, TX 78539-6243
Vendor Identification Number: 17460007176060

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

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

DEPARTMENT OF STATE HEALTH SERVICES	HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT
By:_____	By:_____
Signature of Authorized Official	Signature
_____	_____
Date	Date
Bob Burnette, C.P.M., CTPM	_____
	Printed Name and Title
Director, Client Services Contracting Unit	_____
	Address
1100 WEST 49TH STREET	_____
AUSTIN, TEXAS 78756	City, State, Zip
(512) 458-7470	_____
	Telephone Number
Bob.Burnette@dshs.state.tx.us	_____
	E-mail Address for Official Correspondence

CONTRACT NO. 2010-032040
PROGRAM ATTACHMENT NO. 001
PURCHASE ORDER NO. 0000352356

CONTRACTOR: HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT

DSHS PROGRAM:IMMUNIZATION BRANCH - LOCALS

TERM: 09/01/2009 THRU: 08/31/2010

SECTION I. STATEMENT OF WORK:

Contractor shall continue to implement an immunization program for children, adolescents, and adults, with special emphasis on accelerating interventions to improve the immunization coverage of children two (2) years of age or younger (0 to 35 months of age). Contractor shall incorporate traditional and non-traditional systematic approaches designed to eliminate barriers, expand immunization capacity, and establish uniform operating policies, as described herein.

Contractor shall plan and continue to implement community-based activities to accomplish the required tasks as specified in the final, approved work plan (Exhibit A) and according to guidelines specified in the *DSHS Immunization Contractors Guide for Local Health Departments* (located at http://www.dshs.state.tx.us/immunize/providers.shtm#resources).

Contractor shall be enrolled as a provider in the Texas Vaccines for Children Program (TVFC) by the effective date of this program attachment, and must adhere to the TVFC Operations Manual and associated TVFC policy guidelines provided by DSHS (located at http://www.dshs.state.tx.us/immunize/tvfc/tvfc_manual.shtm). Contractor shall comply with written policies and procedures provided by DSHS in managing vaccines supplied through the TVFC program, including guidelines for proper storage and handling of vaccines and for safeguarding vaccine in the event of natural disaster.

Contractor shall report all reportable conditions as specified in 25 Texas Administrative Code (TAC) Part I §§97.1-97.6 and §§97.101-97.102, and as otherwise required by law.

Contractor shall report all vaccine adverse event occurrences in accordance with the 1986 National Childhood Vaccine Injury Act (NCVIA) 42 U.S.C. § 300aa-25 (located at http://vaers.hhs.gov/default.htm).

Contractor shall inform and educate the public about vaccines and vaccine-preventable diseases, as described in the *DSHS Immunization Contractors Guide for Local Health Departments*.

Contractor shall work to promote a health care workforce within the Local Health Department's service area (including Contractor's staff) that is knowledgeable about vaccines, vaccine safety, vaccine-preventable diseases, and delivery of immunization services.

Contractor shall not deny vaccinations to recipients because they do not reside within Contractor's jurisdiction or because of an inability to pay an administration fee.

Contractor shall comply with all applicable federal and state regulations and statutes, including but not limited to:

- Human Resources Code §42.043, VTCA;
- Education Code §§38.001-38.002, VTCA;
- Health and Safety Code §§12.032, 81.023 and 161.001-161.009, VTCA;
- 25 TAC Chapter 97;
- 25 TAC, Chapter 96;
- 25 TAC, Chapter 100;
- 42 USC §§247b and 300 aa-25; and
- Omnibus Budget Reconciliation Act of 1993, 26 USC §4980B.

Contractor shall comply with current applicable state and federal standards, policies and guidelines, including but not limited to DSHS's Standards for Public Health Clinic Services, revised August 31, 2004 (located at http://www.dshs.state.tx.us/qmb/default.shtm#public).

Contractor shall be responsible for conducting outreach regarding vaccinations for children 19 through 35 months of age in the Contractor's jurisdiction which are included on the list that will be distributed to Contractor by DSHS at the start of each tri-annual reporting period (September 1, 2009, January 1, 2010, and May 1, 2010).

Contractor shall complete all required activities listed in the final, approved work plan, attached as Exhibit A.

Contractor shall receive written approval from DSHS before varying from applicable policies, procedures, protocols, and/or work plans, and must update and disseminate its implementation documentation to its staff involved in activities under this contract within forty-eight (48) hours of making approved changes.

SECTION II. PERFORMANCE MEASURES:

The following performance measure(s) will be used, in part, to assess Contractor's effectiveness in providing the services described in this Program Attachment, without waiving the enforceability of any of the terms of the Contract:

- LHDs shall investigate and document, in accordance with *DSHS Texas Vaccine-Preventable Disease Surveillance Guidelines* (located at http://www.dshs.state.tx.us/idcu/health/vaccine_preventable_diseases/resources/vpd_guide.pdf) and *NBS Data Entry Guidelines*, 100% of suspected reportable vaccine-preventable disease cases within thirty (30) days of notification.

- LHDs shall complete 100% of the follow-up activities, designated by DSHS, for TVFC provider quality assurance site visits assigned by DSHS.

- LHDs shall contact and provide case management to 100% of the number of hepatitis B surface antigen-positive pregnant women identified.

- LHDs shall contact 100% or 400 per FTE (whichever is fewer) families of children who are not up-to-date on their immunizations according to the ImmTrac-generated list provided to the LHD by DSHS at the beginning of each reporting period.

- LHDs shall review 100% of monthly biological reports, vaccine order forms (when applicable), and temperature logs for accuracy to ensure the vaccine supply is within established maximum stock levels.

- LHDs shall complete 100% of child-care facility and Head Start center assessments, in accordance with the *Immunization Population Assessment Manual,* as assigned by DSHS.

- LHDs shall complete 100% of public and private school assessments, retrospective surveys, and validation surveys, in accordance with the *Immunization Population Assessment Manual (copy to be provided by DSHS by the effective date of this Program Attachment),* as assigned by DSHS.

Contractor shall utilize the AFIX (Assessment, Feedback, Incentives, and eXchange) methodology, found in the *Immunization Quality Assurance Tool Resource Manual,* (located at http://www.dshs.state.tx.us/immunize/docs/QA_site_visit.pdf) to conduct quality assurance site-visits for all sub-contracted entities and non-local health department Women, Infant and Children (WIC) clinics. Assessment shall be done using the DSHS Immunization Quality Assurance Site Visit tool provided by DSHS and the Comprehensive Clinic Assessment Software Application (Co-CASA), as specified by the DSHS Program. Contractor shall submit assessment results to the designated DSHS Regional Immunization Program manager within two (2) weeks after completion.

Contractor shall complete and submit tri-annual reports, utilizing a format provided by the DSHS Program:

Report Type	Reporting Period	Report Due Date
Programmatic	9/1/09 – 12/31/09	1/30/10
Programmatic	1/1/10 – 4/30/10	5/30/10
Programmatic	5/1/10 – 8/31/10	09/30/10

Tri-annual reports should be submitted electronically to dshsimmunizationcontracts@dshs.state.tx.us according to the time frames stated above.

SECTION III. SOLICITATION DOCUMENT:

Exempt – Governmental Entity

SECTION IV. RENEWALS:

DSHS may renew the Program Attachment for up to three (3) twelve-month terms at DSHS's sole discretion.

SECTION V. PAYMENT METHOD:

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

SECTION VI. BILLING INSTRUCTIONS:

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

Department of State Health Services
Claims Processing Unit MC 1940
1100 West 49th Street
P. O. Box 149347
Austin, Texas 78714-9347

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

SECTION VII. SPECIAL PROVISIONS:

General Provision, Article III **Funding** Section 3.03, **Use of Funds**, is revised to include:

> Funds shall not be used for purchase of vaccines, inpatient care, construction of facilities, or debt retirement.
>
> Travel expenses shall be reimbursed according to Contractor's written travel policy, as submitted and approved with Contractor's FY2010 Application for Immunization Funds. If no written travel policy was submitted, or if the submitted policy is not approved by DSHS, travel expenses shall be reimbursed according to current state travel regulations located at http://www.window.state.tx.us/comptrol/texastra.html.

For immunization activities performed under this Program Attachment, General Provisions, Article XII **General Business Operations of Contractor** Section 12.06, **Overtime Compensation**, is replaced with the following paragraphs:

> Contractor shall pay employees who are not exempt under the Fair Labor Standards Act (FLSA), 29 USC, Chapter 8, §201 et seq., for overtime or compensatory time at the rate of time and one-half per FLSA.
>
> Contractor shall pay employees who are exempt under FLSA on a straight time basis for work performed on a holiday or for regular compensatory time hours when the taking of regular compensatory time off would be disruptive to normal business operations.
>
> Authorization for payment under this provision is limited to work directly related to immunization activities and shall be in accordance with the amount budgeted in this contract Attachment. Contractor shall document proper authorization or approval for any work performed by exempt or non-exempt employees in excess of forty (40) hours per work week.

General Provision, Article XII **General Business Operations of Contractor** Section 12.23, **Property Inventory and Protection of Assets**, is revised to include:

> All equipment used by Contractor which is provided by DSHS shall be accounted for as public property. The DSHS Program will investigate equipment loss, destruction, or other waste and may require (at its discretion) Contractor to replace or reimburse the DSHS Program. This provision does not waive any other remedies legally available to DSHS regarding contract breaches.

General Provisions, Article XIII **General Terms**, Section 13.15 **Amendment**, is amended to include the following:

Contractor must submit all amendment and revision requests in writing to the Division Contract ManagementUnit at least 90 days prior to the end of the term of this Program Attachment.

SECTION VIII. BUDGET:

SOURCE OF FUNDS: CFDA #93.268 and STATE

2010-032040-001

Categorical Budget:

PERSONNEL	$496,937.80
FRINGE BENEFITS	$142,524.74
TRAVEL	$0.00
EQUIPMENT	$0.00
SUPPLIES	$9,857.46
CONTRACTUAL	$0.00
OTHER	$0.00
TOTAL DIRECT CHARGES	$649,320.00
INDIRECT CHARGES	$0.00
TOTAL	$649,320.00
DSHS SHARE	$649,320.00
CONTRACTOR SHARE	$140,568.82
OTHER MATCH	$0.00

Total reimbursements will not exceed $649,320.00

Financial status reports are due: 12/30/2009, 03/30/2010, 06/30/2010, 11/01/2010

TEXAS DEPARTMENT OF STATE HEALTH SERVICES

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

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

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant. loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

_____ _____

Signature Date

_____

Print Name of Authorized Individual

2010-032040

Application or Contract Number

HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT

Organization Name

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

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

August 19, 2009

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

RE: Certification of Revenue

Dear Judge and Commissioners:

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

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

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

AMOUNT	GRANT
$649,320.00	2010-032040-001 Immunization Branch - Locals

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

8-19-09
Date

HIDALGO COUNTY DISTRICT JUDGES

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

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

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

August 19, 2009

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

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.07075 SPECIAL BUDGET FOR REVENUE RECEIVED AFTER START OF FISCAL YEAR:

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

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of program income in the amount of $140,568.82 generated by the Hidalgo County Health & Human Services Department Immunization grant. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

8-19-09
Date

HIDALGO COUNTY DISTRICT JUDGES

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

DATE: August 13, 2009

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health Department

ACCOUNT NUMBER: 9-1293-441-00-340-012-0 FY 2010 Immunization Contract Program Income

SUBJECT: Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
9-1293-441-00-340-012-0-540	Advertising	$ 10,000.00
9-1293-441-00-340-012-0-550	Printing & Binding	$ 5,000.00
9-1293-441-00-340-012-0-581	Travel In County	$ 5,000.00
9-1293-441-00-340-012-0-583	Travel Out Of County	$ 30,000.00
9-1293-441-00-340-012-0-601	Office & Computer Supplies	$ 25,000.00
9-1293-441-00-340-012-0-603	Educational/Instructional Supplies	$ 20,000.00
9-1293-441-00-340-012-0-604	Medical & Lab Supplies	$ 20,000.00
9-1293-441-00-340-012-0-619	Other Misc. Supplies	$ 10,000.00
9-1293-441-00-340-012-0-661	Minor Office Furniture & Equipment	$ 7,784.41
9-1293-441-00-340-012-0-664	Other Minor Equipment	$ 7,784.41
9-1293-345-40-340-012-0-000	Immunization Program Income Revenues	140,568.82
	TOTAL BUDGET	$ 140,568.82

INCREASE REQUEST $

Revenue Account #

REASON: Implement Immunization Contract Program Income Budget for the period 9/1/2009 - 8/31/2010.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST CO. CLERK

DATE: August 13, 2009

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health Department

ACCOUNT NUMBER: 9-1293-441-00-340-012-0 Immunization Grant Contract

SUBJECT: Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
9-1293-441-00-340-012-0-113	Regular F/T Employees	$ 496,937.80
9-1293-441-00-340-012-0-220	FICA	$ 38,015.74
9-1293-441-00-340-012-0-230	Retirement	$ 44,326.85
9-1293-441-00-340-012-0-250	Unemployment Compensation	$ 2,484.69
9-1293-441-00-340-012-0-260	Workers Compensation	$ 16,249.87
9-1293-441-00-340-012-0-211	Health Insurance	$ 40,982.59
9-1293-441-00-340-012-0-212	Life Insurance	$ 465.00
9-1293-441-00-340-012-0-601	Office & Computer Supplies	$ 4,928.73
9-1293-441-00-340-012-0-603	Educational/Instructional Supplies	$ 4,928.73
9-1293-334-10-340-012-0-000	Immunization Revenues	649,320.00
	TOTAL BUDGET	$ 649,320.00

INCREASE REQUEST $

Revenue Account #

REASON: Implement Immunization Contract Budget for the period 9/1/2009 - 8/31/2010.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST CO. CLERK

Revised
08/24/09
AI-17002

HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT
IMMUNIZATION EMPLOYEE SALARY SCHEDULE
9-1293-441-00-340-012-0

Term: 9/1/2009 - 8/31/2010

Slot #	Employee Name	Employee Title	Salary 9/1/2009 12/31/2009	Salary 1/1/2010 8/31/2010	Salary for 12 month Grant Period
012-G006		LVN	$ 9,405.33	$ 20,870.26	$ 30,275.59
012-G007		LVN	$ 9,405.33	$ 20,870.26	$ 30,275.59
012-G010		Community Service Aide	$ 9,110.00	$ 20,229.59	$ 29,339.59
012-G011		Community Service Aide	$ 9,102.00	$ 20,237.59	$ 29,339.59
012-G012		Community Service Aide	$ 9,110.00	$ 20,229.59	$ 29,339.59
012-G002		TVFC Manager	$ 12,423.33	$ 27,188.26	$ 39,611.59
012-G008		LVN	$ 9,405.33	$ 20,870.26	$ 30,275.59
012-G013		Community Service Aide	$ 9,110.00	$ 20,229.59	$ 29,339.59
012-0001		TVFC Educator	$ 13,872.00	$ 30,227.59	$ 44,099.59
012-0003		ImmTrac/PICS Outreach	$ 9,784.00	$ 21,643.59	$ 31,427.59
012-0004		ImmTrac/PICS Outreach	$ 9,784.00	$ 21,643.59	$ 31,427.59
012-0005		ImmTrac/PICS Outreach	$ 9,784.00	$ 21,643.59	$ 31,427.59
012-0014		LVN	$ 14,497.00	$ 33,778.54	$ 48,275.54
012-0015		ImmTrac/PICS Outreach	$ 9,784.00	$ 21,643.59	$ 31,427.59
012-0016		Community Service Aide	$ 9,666.67	$ 21,388.92	$ 31,055.59
	Immunization Salary		**$ 154,242.99**	**$ 342,694.81**	**$ 496,937.80**
	FICA	7.65%			$ 38,015.74
	Retirement	8.92%			$ 44,326.85
	Unemployment	0.50%			$ 2,484.69
	Worker's Comp.	3.27%			$ 16,249.87
	Health Insurance	$4,164/Yr.			$ 40,982.59
	Life Insurance	$33/Yr.			$ 465.00
	Imm. Fringe Benefit		**$ -**	**$ -**	**$ 142,524.74**
	Imm. Sal/FB				**$ 639,462.54**

COMMISSIONER COURT
2009 SALARY SCHEDULE

1293-441-00-340-012-9

AI - 17002

IMM DIV LOCAL

Slot #	Obj Code	POSITION TITLE	2008 BUDGETED SALARY	2009 ADJUSTED SALARY	2009 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2009 BUDGETED SALARY APPROVED	2009 ACTUAL SALARY	Other Allowances					2009 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	TVFC EDUCATOR	$39,634.00	$0.00	$39,634.00	0.05	$1,981.70	$0.00	$41,615.70	$41,616.00	$0.00	$0.00	$0.00	$0.00	$0.00	$41,616.00
G002	113	TVFC MANAGER	$35,495.00	$0.00	$35,495.00	0.05	$1,775.00	$0.00	$37,270.00	$37,270.00	$0.00	$0.00	$0.00	$0.00	$0.00	$37,270.00
0003	113	IMMTRAC/PICS OUTREACH SPECIALIST	$27,352.00	$0.00	$27,352.00	0.05	$1,368.00	$632.00	$29,352.00	$29,352.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29,352.00
0004	113	IMMTRAC/PICS OUTREACH SPECIALIST	$27,352.00	$0.00	$27,352.00	0.05	$1,367.60	$632.40	$29,352.00	$29,352.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29,352.00
0005	113	IMMTRAC/PICS OUTREACH SPECIALIST	$27,352.00	$0.00	$27,352.00	0.05	$1,367.60	$632.40	$29,352.00	$29,352.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29,352.00
G006	113	LVN	$26,872.00	$0.00	$26,872.00	0.05	$1,344.00	$0.00	$28,216.00	$28,216.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,216.00
G007	113	LVN	$26,872.00	$0.00	$26,872.00	0.05	$1,344.00	$0.00	$28,216.00	$28,216.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,216.00
G008	113	LVN	$26,872.00	$0.00	$26,872.00	0.05	$1,344.00	$0.00	$28,216.00	$28,216.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,216.00
G010	113	COMMUNITY SERVICE AIDE II	$25,445.00	$0.00	$25,445.00	0.05	$1,272.00	$613.00	$27,330.00	$27,330.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27,330.00
G011	113	COMMUNITY SERVICE AIDE II	$25,445.00	$0.00	$25,445.00	0.05	$1,272.00	$589.00	$27,306.00	$27,306.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27,306.00
G012	113	COMMUNITY SERVICE AIDE II	$25,445.00	$0.00	$25,445.00	0.05	$1,272.00	$613.00	$27,330.00	$27,330.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27,330.00
G013	113	COMMUNITY SERVICE AIDE II	$25,445.00	$0.00	$25,445.00	0.05	$1,272.00	$613.00	$27,330.00	$27,330.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27,330.00
0014	113	LVN	$0.00	$43,491.00	$43,491.00	0	$0.00	$0.00	$43,491.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0015	113	IMMTRAC/PICS OUTREACH SPECIALIST	$0.00	$29,352.00	$29,352.00	0	$0.00	$0.00	$29,352.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0016	113	COMMUNITY SERVICE AIDE II	$0.00	$29,000.00	$29,000.00	0	$0.00	$0.00	$29,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
		TOTAL	$339,581.00	$101,843.00	$441,424.00		$16,979.90	$4,324.80	$462,728.70	$360,886.00	$0.00	$0.00	$0.00	$0.00	$0.00	$360,886.00

Requesting approval of the salary schedule for the fiscal year 2010 Immunization Grant, period September 01, 2009 to August 31, 2009.

AI-17018 **12.A.**

Approval of the 2009 Interlocal Cooperation Agreement
CC REGULAR

Date:	08/25/2009
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. Donna Fire Department

BACKGROUND

1.) Donna Fire Department (2 Original Copies)

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

Fiscal Impact

FISCAL YEAR: 9 **ACCT. #:** 9-1100-422-20-300-004-0-841

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

BUDGETARY IMPACT:

available balance of $35,585.00 as of 08/20/09.

Attachments

Link: Donna Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/18/2009 12:50 PM	APRV
2	Roland Garcia	Rolando Garcia	08/21/2009 10:31 AM	APRV
3	Auditor's Office	Linda Fong	08/21/2009 04:04 PM	APRV
4	Purchasing Department		08/21/2009 05:31 PM	NEW
Form Started By: Yolanda Orozco			Started On: 08/18/2009 10:53 AM	
Final Approval Date: 08/21/2009				

Interlocal Cooperation Agreement between Donna and Hidalgo County, Texas.

STATE OF TEXAS

COUNTY OF HIDALGO

THIS CONTRACT made on the 12th day of Aug. 2009, by and between the COUNTY OF HIDALGO, TEXAS, hereafter called County, and the City of Donna, 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 Jan., 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 Jan. 1, 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 Donna
David S. Simmons, Mayor
307 S. 12th St.
Donna, Texas 78537

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

By: _____ Date: 08/12/2009

ATTEST:

Martha Alvarado

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 – Fire Marshal's Office

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 COUNTY FIRE MARSHAL: YES _____ NO: _____

COMMENTS:

_____

_____

_____

_____

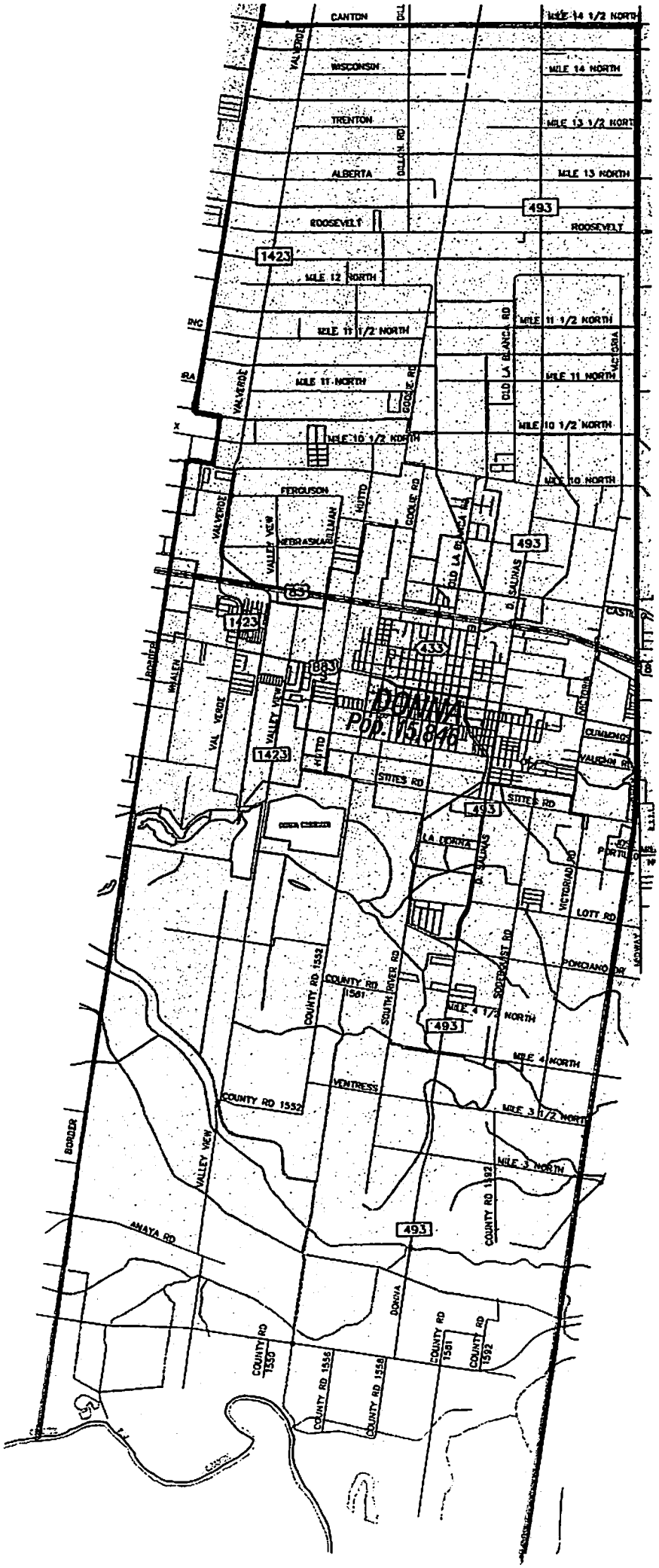
Incident Commander: _____ Report Prepared by: _____

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


CANTON
MILE 14 1/2 NORTH
WISCONSIN
MILE 14 NORTH
TRENTON
MILE 13 1/2 NORTH
ALBERTA
MILE 13 NORTH
ROOSEVELT
493
1423
MILE 12 NORTH
MILE 11 1/2 NORTH
MILE 11 NORTH
MILE 10 1/2 NORTH
MILE 10 NORTH
FERGUSON
VALVERDE
VALLEY VIEW
HUTTO
GOODE RD
OLD LA BLANCA RD
S. SALINAS
83
435
883
DONNA
Pop. 15,846
STITES RD
LA DONNA
VICTORIA RD
LOTT RD
POINCIANO DR
SOUTHWEST RD
SOUTH RIVER RD
COUNTY RD 1552
COUNTY RD 1561
MILE 4 1/2 NORTH
MILE 4 NORTH
VENTRESS
MILE 3 1/2 NORTH
MILE 3 NORTH
BORDER
AMAYA RD
COUNTY RD 1550
COUNTY RD 1556
COUNTY RD 1558
COUNTY RD 1592

AI-17076 **13.A.**

Extension of Existing Cell Phone Service to Dec. 31, 2009
CC REGULAR

Date: 08/25/2009
Submitted By: Renan Ramirez, IT DEPARTMENT
Department: IT DEPARTMENT
Agenda Category: IT Department

Information

CAPTION

Discussion, consideration and approval to extend existing cellular phone services until December 31, 2009.

BACKGROUND

Fiscal Impact

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

Link: Cell Phone Policy

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/20/2009 11:20 AM	APRV
2	Erika Zamora	Erika Zamora	08/21/2009 04:27 PM	APRV
3	Auditor's Office	Linda Fong	08/21/2009 05:08 PM	APRV
4	Purchasing Department		08/21/2009 05:31 PM	NEW

Form Started By: Renan Ramirez
Started On: 08/20/2009 10:24 AM

Final Approval Date: 08/21/2009

WIRELESS COMMUNICATION SERVICES POLICY, GUIDELINES, AND PROCEDURES

REFERENCE

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

BACKGROUND

On March 17, 2009, the Hidalgo County Commissioners' Court revised the Cellular Telephone Policy, Guidelines, and Procedures. This Wireless Communication Services Policy, Guidelines, and Procedures supersede the Cellular Telephone Policy, Guidelines, and Procedures approved on September 14, 2004, revised August 19, 2008. The wireless communication services policies, guidelines, and procedures set forth below are applicable to Hidalgo County Officials (elected or appointed), Department Heads and employees.

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

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

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

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

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

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

POLICIES AND GUIDELINES

1.00 WIRELESS COMMUNICATION SERVICES ADMINISTRATION

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

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

   For departments issued a wireless device:

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

For cellular telephone allowances:

a. Employee name;

b. Employee number;

c. Employee cellular telephone number;

d. Allowance amount;

e. Effective date of the allowance; and

f. Commissioners' Court approval date.

3. Provides departments with a list of authorized allowances and wireless devices on a quarterly basis.

4. Maintain contact information for the County's' authorized wireless device service representative;

5. Receives County owned cellular phones from the County's' authorized wireless device service provider and issues cellular phones to Officials/Department Heads;

6. Provides training to Officials/Department Heads and employees participating in the Program regarding the proper use of wireless devices in accordance with this policy prior to receipt of a cellular telephone allowance of issuance of a wireless device;

7. Settle wireless device invoice disputes with the County's' authorized wireless device service representative for County owned devices and service plans;

8. Reviews the Wireless Communication Services Policy at least annually and presents recommendations for improvement to Commissioners' Court for approval; and

9. Is responsible for other duties as outlined by this policy.

1.02 Officials/Department Heads shall be responsible for administering the Wireless Communication Services Program for their respective office/department. Duties may be assigned to a designee, however ultimate responsibility for the administration of the Program remains with the Officials/Department Heads. Officials/Department Heads responsibilities include:

1. Receives training upon requesting wireless communication services and annually thenceforth regarding administration of the program and responsibilities from the Wireless Communication Services Administrator;

2. Determine the potential need for an employee to utilize a cellular phone for County business and the appropriate monthly allowance based on business usage, not to exceed the Court approved amount of $75 per month;

3. Submits requests for wireless communication services to the Wireless Communication Services Administrator;

4. Distributes wireless communication devices to the Users if departmental or employee assigned wireless communication devices are approved;

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

2.00 CELLULAR TELEPHONE SERVICE ALLOWANCE

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

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

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

2.03 **Obtaining a Cellular Telephone Service Allowance**

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

2.04 ***Form W.1.2 "Wireless Communication Service Request"*** form will be distributed to Officials/Department Heads on or around December of each calendar year to verify the need for the allowance. These forms will have to be approved by Commissioners Court to continue the cellular telephone allowance.

2.05 **Wireless Communication Allowance Amount**

1. Employees whose job requires them to be accessible during regular working hours and also after normal business hours will receive an allowance of **$40.00** per month, so that they can obtain their own cellular phone plans.
2. Employees who are required to be on call 24/7 and require a substantial number on minutes as determined by the Commissioners' Court will receive an allowance of **$75.00** per month, so that they can obtain their own cellular phone plans.

2.06 The cellular phone allowance will be split equally between the first and second paycheck of each month beginning the first full pay period following Commissioners Court approval and evidence of cellular phone service has been established by the allowance recipient.

2.07 Only one allowance for a single cellular phone will be approved for each qualified employee.

2.08 A phone purchase over and above the promotional phones offered by the cellular phone provider and any accessories will be the responsibility of the employee.

2.09 If equipment is lost, damaged or malfunctioning it will be the employee's responsibility to maintain/replace the equipment at his/her own expense.

2.10 **Recipient Responsibilities**

1. The employee will provide his or her cellular telephone number to the Wireless Communication Services Administrator and the Official/Department Head upon activation.
2. The employee will purchase cellular phone service and equipment and assumes responsibility for vendor terms and conditions.
3. The employee is responsible for plan choices, service levels, calling areas, service and phone features, termination clauses, and payment terms and penalties.
4. The employee is responsible for the purchase, loss, damage, insurance, and/or replacement of phone equipment.
5. The employee shall maintain active cellular phone service. Documentation verifying continuous service, such as a copy of the first page of the monthly cellular phone bill or payment receipt, must be provided to the Officials/Department Heads or his designee on a monthly basis.
6. The employee agrees to carry the cellular phone with them, keep it charged and in operational condition, and be accessible for business use as required by their department head or supervisor.
7. The employee must immediately notify the Officials/Department Heads or his designee and the Wireless Communication Services Administrator if there is a change in cellular phone number.

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

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

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

3.00 HIDALGO COUNTY OWNED DEVICES ASSIGNED TO THE DEPARTMENT

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

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

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

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

3.03 **Guidelines for Hidalgo County Owned Cellular Telephones**

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

f. Certain legal and regulatory requirements may necessitate that the County review and preserve relevant data that is stored on a Hidalgo County owned device.

5. Use of additional services, including long distance, directory assistance, direct connect charges, text messaging, data and third party services, and equipment insurance protection not included in the rate plans approved by Commissioners' Court is prohibited. Employees may be held personally liable if these types of charges are incurred. In addition, reimbursement to the County Treasurer's Office must be immediately made.

3.04 **Obtaining a County Owned Wireless Communication Device**

1. The Officials/Department Heads shall make requests to the Wireless Communication Services Administrator for wireless communication services using ***Form W.1.2 "Wireless Communication Service Request"*** form.

2. The Wireless Communication Services Manager must fill out ***Form W.1.2 "Wireless Communication Service Request"*** form with the following information:

   a. Department name;

   b. Department's budget/expense account number;

   c. Wireless communication service type;

   d. Estimated amount of business use per month (in minutes);

   e. Number of wireless communication devices needed;

   f. Justification for wireless communication service; and

   g. Officials/Department Heads signature.

3 The Wireless Communication Services Administrator will submit the request to Commissioners Court with a recommendation.

4 Request for wireless communication services submitted by departments under Commissioners' Court must first be approved by the Commissioners' Court Executive Officer before being submitted to Commissioners' Court for approval.

5. The Wireless Communication Services Administrator shall obtain approval from Commissioners Court before authorizing wireless communication services.

6 Once approval is obtained, the department must prepare a purchase order for the full amount of the equipment and yearly service.

7 The purchase order should then be forwarded to the I.T. department for ordering of the equipment and service plan.

8 Once the cellular phone is received by the I.T. Department, the Officials/Department Heads must sign ***Form W.1.1 "Wireless Communication Agreement"***.

9 The cellular phone is assigned to the department.

3.05 **Departmental Responsibilities**

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

3.06 **Payment and Reconciliation**

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

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

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

4.00 DISCIPLINARY ACTIONS FOR POLICY NON-COMPLIANCE

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

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

AI-17005 **14.A.**

Home Rehab award of bids

CC REGULAR

Date:	08/25/2009
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

The Urban County Program is requesting the award of bids and approval of contracts for the demolition and reconstruction of the following:

1. (1) Unit in the Countywide area in the amount of $42,000.00 to GMH Construction.
2. (1) Unit in the City of Weslaco in the amount of $34,900.00 to De Leon Construction.

BACKGROUND

These families were approved to receive assistance under the HOME-Homeowner Occupied Housing Rehabilitation Program by the County Commissioners' Court on July 14, 2009. Bids were received and opened at the Hidalgo County Purchasing Department on Wednesday, August 4, 2009. (see attachment)

Fiscal Impact

Attachments

Link: award of bids

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/18/2009 12:16 PM	APRV
2	Perla Lopez	Perla Lopez	08/18/2009 01:53 PM	APRV
3	Auditor's Office	Linda Fong	08/21/2009 04:06 PM	APRV
4	Purchasing Department		08/21/2009 05:31 PM	NEW

Form Started By: Estella Webber — Started On: 08/17/2009 03:29 PM

Final Approval Date: 08/21/2009

HIDALGO COUNTY PURCHASING DEPARTMENT

BID TABULATION SHEET

DEPARTMENT NAME:COUNTY OF HIDALGO COUNTY URBAN COUNTY PROGRAM

BID OPENING DATE: August 12, 2009 | BID OPENING TIME: 9:30 A.M.

DESCRIPTION OF BID: The demolition and reconstruction of one (1) unit in the county wide area along with one (1) unit in the city of Weslaco.

CONTRACTORS	R. Martinez CW-Mission	J. Zuniga - Weslaco				
G & G Construction	$ 45,780.00	$ 38,420.00				
Rolandos General Construction	$ 46,500.00	$ 35,499.00				
J.D. Villarreal Construction	$ 45,000.00	$ 36,900.00				
GMH Construction	$ 42,000.00					
DeLeon Construction		$ 34,900.00				

AI-17024 **14.B.**

Street Improvements-Pct. # 3

CC REGULAR

Date:	08/25/2009
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

The Urban County Program, on behalf of Hidalgo County Precinct No. 3, is requesting approval and award of best and final negotiated contract with Javier Hinojosa Engineering (highest ranked firm), in the amount of $42,317.63 for the Year 21 (2008) Precinct No. 3 street improvements.

BACKGROUND

Hidalgo County Precinct No. 3 has negotiated a contract with Javier Hinojosa Engineering in the amount of $42,317.63 for the UCP Year 21 (2008) Street Improvements project. Negotiations with Javier Hinojosa Engineering was approved in Hidalgo County Commissioners' Court on July 28, 2009. See attached proposal and scope of services.

Contract Amount:	$ 42,317.63	
Funds Available:	$ 11,941.57 $198,797.61	Year 20 (2007) Precinct 3 Street Improvements Year 21 (2008) Precinct 3 Street Improvements
	$210,739.18	Total

Fiscal Impact

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

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

BUDGETARY IMPACT:

Urban County funds will be used for this project.

Attachments

Link: improvement project

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/18/2009 04:36 PM	APRV
2	Perla Lopez	Perla Lopez	08/19/2009 08:22 AM	APRV
3	Auditor's Office	Angela Garcia	08/19/2009 02:04 PM	APRV
4	Perla Lopez	Perla Lopez	08/19/2009 02:09 PM	APRV
5	Purchasing Department	Marty Salazar	08/19/2009 02:11 PM	APRV

8	Auditor's Office	Linda Fong	08/21/2009 04:07 PM	APRV
Form Started By: Estella Webber			Started On: 08/18/2009 02:36 PM	
Final Approval Date: 08/21/2009				

JAVIER HINOJOSA ENGINEERING/Consulting Engineers

August 17, 2009

Ms. Monica Luna, CDBG Coordinator
Urban County Program
1916 Tesoro Blvd.
Pharr, Texas 78577

Re: 2008 Street Improvements
1. **Madison Avenue**
2. **Kantunil Street**
3. **East Juarez Street**
4. **East Jackson**

Dear Ms. Luna,

Attached please find the Cost Estimate and the Scope of Services for the referenced streets in Hidalgo County Precinct No. 3. Our best and final offer for Engineering Service for this project is $42,317.63. We stand ready to proceed with this project at the execution of the contract. If you have any questions or require further information, please feel free to contact me at your convenience.

Sincerely,

JAVIER HINOJOSA ENGINEERING

Javier Hinojosa, P.E.

416 E. Dove Avenue
McAllen, Texas 78504
Tel: (956) 668-1588
Fax: (956) 994-8102
javhin@rgv.rr.com

AUG 17 2009

Preliminary Construction Cost Estimate
Hidalgo County Precinct No. 3
2008 Street Improvements
Prepared By: Javier Hinojosa Engineering
August 17, 2009

A. Madison Avenue (24' E/E)

1 Unc. Excavation	2,100	CY	@	$3.00	=	$6,300.00
2 Subgrade Preparation	4,200	SY	@	$2.50	=	$10,500.00
3 8" Caliche Base	4,200	SY	@	$7.00	=	$29,400.00
4 1 1/2" HMAC (Type "D")	3,700	SY	@	$7.50	=	$27,750.00
5 15" Driveway Culverts	600	LF	@	$20.00	=	$12,000.00
6 18" RCP Culverts	80	LF	@	$25.00	=	$2,000.00
7 Regrade Bar Ditches	2,500	LF	@	$1.50	=	$3,750.00
8 Safety End Treatments	2	EA	@	$300.00	=	$600.00
9 Asphalt Driveways	20	EA	@	$400.00	=	$8,000.00

Subtotal Madison Avenue : $100,300.00

B. Kantunil Avenue (Recorded as "La Lomita Drive") : 24' E/E

1 Unc. Excavation	2,100	CY	@	$3.00	=	$6,300.00
2 Subgrade Preparation	4,200	SY	@	$2.50	=	$10,500.00
3 8" Caliche Base	4,200	SY	@	$7.00	=	$29,400.00
4 1 1/2" HMAC (Type "D")	3,700	SY	@	$7.50	=	$27,750.00
5 15" Driveway Culverts	600	LF	@	$20.00	=	$12,000.00
6 18" RCP Culverts	80	LF	@	$25.00	=	$2,000.00
7 Regrade Bar Ditches	2,500	LF	@	$1.50	=	$3,750.00
8 Safety End Treatments	2	EA	@	$300.00	=	$600.00
9 Asphalt Driveways	20	EA	@	$400.00	=	$8,000.00

Subtotal Kantunil Avenue : $100,300.00

C. Juarez Avenue (Recorded as "Mission Drive" and Palm Drive): 24' E/E

1 Unc. Excavation	2,125	CY	@	$3.00	=	$6,375.00
2 Subgrade Preparation	4,300	SY	@	$2.50	=	$10,750.00
3 8" Caliche Base	4,300	SY	@	$7.00	=	$30,100.00
4 1 1/2" HMAC (Type "D")	3,800	SY	@	$7.50	=	$28,500.00
5 15" Driveway Culverts	600	LF	@	$20.00	=	$12,000.00
6 18" RCP Culverts	80	LF	@	$25.00	=	$2,000.00
7 Regrade Bar Ditches	3,000	LF	@	$1.50	=	$4,500.00
8 Safety End Treatments	2	EA	@	$300.00	=	$600.00
9 Asphalt Driveways	20	EA	@	$400.00	=	$8,000.00

Subtotal Juarez Avenue : $102,825.00

AUG 17

D. Jackson Avenue (24' E/E)

1	Unc. Excavation	2,100	CY	@	$3.00	= $6,300.00
2	Subgrade Preparation	4,150	SY	@	$2.50	= $10,375.00
3	8" Caliche Base	4,150	SY	@	$7.00	= $29,050.00
4	1 1/2" HMAC (Type "D")	3,650	SY	@	$7.50	= $27,375.00
5	15" Driveway Culverts	600	LF	@	$20.00	= $12,000.00
6	18" RCP Culverts	80	LF	@	$25.00	= $2,000.00
7	Regrade Bar Ditches	2,600	LF	@	$1.50	= $3,900.00
8	Safety End Treatments	2	EA	@	$300.00	= $600.00
9	Asphalt Driveways	20	EA	@	$400.00	= $8,000.00

Subtotal Jackson Avenue : $99,600.00

Subtotal All Streets : $403,025.00
Engineering Design Fee : $42,317.63
Contingency (10%) : $40,302.50
Laboratory Testing : $14,105.88
Total : $499,751.00

EXHIBIT A
SCOPE OF SERVICES
HIDALGO COUNTY PRECINCT NO. 3
2008 STREET IMPROVEMENTS
PREPARED BY: JAVIER HINOJOSA ENGINEERING

Hidalgo County Precinct No. 3 proposes to construct paving improvements for Madison Avenue, Kantunil Street, East Juarez Street and East Jackson. The improvements will consist of paving improvements consisting of 28" wide caliche base and 24' wide asphalt.

Contract Amount: $42,317.63

Project Tasks

TASK I – PROJECT ORIENTATION AND STARTUP

We propose that an initial project orientation meeting be scheduled so that both the County and our firm may have a clear understanding of the design and construction process, parameters to be used and the final product desired.

TASK II – SURVEY

Necessary field information will be developed by field surveys. Record plans will be used as a guide for the survey work and for the analysis of design alternatives.

TASK III – DESIGN ALTERNATIVES

Various design alternatives will be developed using information secured from ongoing field surveys. The existing record plans of the County will be used as a guide for design evaluations. Each alternative will be evaluated with regard to the Project's goals being met. Cost estimates will be developed for the various alternatives

TASK IV – DESIGN

This task will assure that the paving improvements designed and incorporated in the plans are adequate for the area.

TASK V – PRELIMINARY PLANS AND ESTIMATES

The preliminary set of plans which will result from Task IV along with cost estimates will be reviewed with County staff for input and guidance.

TASK VI – FINAL PLANS AND SPECIFICATIONS

Final plans, specifications and estimates will be prepared during this task. The output of this task will be the documents necessary for bidding and constructing the project.

TASK VII – BIDDING AND AWARD

VII a. Bidding Process

A pre-bid meeting will be scheduled if necessary in order to brief potential bidders and suppliers on the project. Necessary clarifications or addendum will be issued. We will attend the bid opening and assist as the County desires.

VII b. Bid Recommendations

After receipt of bids by the County, we will tabulate the bids and make recommendations in consultation with County staff.

VII c. Award

We will prepare necessary contract documents for execution after award by the County.

TASK VIII – CONSTRUCTION

During this stage we will observe ongoing work, provide construction staking for the contractor and certify periodic payment requests. Upon completion, a final inspection will be scheduled with the contractor and County staff. The outcome of this final inspection will be a certificate of completion or a punch list of items for the contractor to complete.

TASK IX – AS BUILTS

We will provide the City with reproducible "as-builts" of the project along with a diskette on Auto-Cadd.

AI-17077 **15.A.**

Presentation by Commissioner Ruth

CC REGULAR

Date:	08/25/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Submitted For:	County Judge
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	County Judge's Office

Information

CAPTION

Update on construction timeline and awarded contracts for IBWC Levees - Commissioner Ruth

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/20/2009 11:20 AM	APRV
2	Roland Garcia	Rolando Garcia	08/21/2009 01:35 PM	APRV
3	Auditor's Office	Linda Fong	08/21/2009 04:07 PM	APRV
4	Purchasing Department		08/21/2009 05:31 PM	NEW

Form Started By: Monica Badillo — Started On: 08/20/2009 11:02 AM

Final Approval Date: 08/21/2009

AI-17052 **16.A.**

Planning Department

CC REGULAR

Date:	08/25/2009
Submitted By:	Nora Cavazos, PLANNING DEPT.
Submitted For:	Raul Sesin
Department:	PLANNING DEPT.
Agenda Category:	Planning Department

Information

CAPTION

1. Preliminary Approval of Subdivision Plat
   Amistad Subdivision – Pct. 3 (Pablo Munoz)
2. Final Approval of Subdivision Plat with Financial Guarantee
   ECISD Middle School No. 6 –Pct. 4 (Edinburg CISD)
3. Appointment of Member for the Hidalgo County Subdivision Advisory Board
   Jack McClelland - Judge

BACKGROUND

Fiscal Impact

Attachments

Link: Amistad Subdivision- Preliminary

Link: Amistad; Plat

Link: ECISD No 6 - Final

Link: ECISD No 6;Plat

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/19/2009 04:11 PM	APRV
2	Olga Garza	Olga Garza	08/20/2009 02:13 PM	APRV
3	Auditor's Office	Linda Fong	08/21/2009 04:08 PM	APRV
4	Purchasing Department		08/21/2009 05:31 PM	NEW

Form Started By: Nora Cavazos — Started On: 08/19/2009 03:16 PM

Final Approval Date: 08/21/2009

PLANNING DEPARTMENT
County Of Hidalgo

Raul E. Sesin, P.E., CFM
PLANNING ADMINISTRATOR

TO: Judge Juan D. Salinas III
County Commissioner's Court

FROM: Raul E. Sesin, P.E., Planning Administrator

DATE: August 19, 2009

RE: **Amistad Subdivision – Pct. 3**
Preliminary Approval

Amistad is a twenty three (23) lot subdivision located on the West side of Bentsen Palm Drive, approximately 2600 feet South from FM 492 intersection.

The proposed Subdivision lies within the City of Mission E.T.J. and was approved by the Planning and Zoning and City Commission of said City.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on September 22, 2006. The proposed subdivision lies within a Zone "C" as per FEMA's FIRM.

The proposed subdivision plat will dedicate five (5) feet on Bentsen Palm Drive of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Sewer Services will be provided by OSSF. Soil Analysis Test were conducted by Isaac Mata and approved by the Environmental Health Department.

Water Services will be provided by Sharyland Water Supply Corporation. There is an existing eight (8) inch waterline on Bentsen Palm Drive that will serve as the primary source of water for the proposed development.

The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code. Staff comments are attached for your review.

The Hidalgo County Advisory Board convened and recommended **Preliminary Approval** on **August 18, 2009** subject to staff comments, future recommendations by Planning and other departments and the approval from the City of Mission.

LOG OF ITEMS LACKING DURING SUBDIVISION REVIEW

Name of Subdivision: **Amistad 4th Review** **Page** 1 of 1

Item Log	*DESCRIPTION OF ITEMS:* *Plat is subject to additional comments from Planning, Right of Way, Health and HCDD No. 1 prior to consideration for final approval.*	Date	Initials
		08-10-09	JRT
A	**1ST SHEET COMMENTS:** **PLEASE CORRECT THE TOTAL REAR LOT LINE DIMENSION WIDTH. LOT DIMENSION SHALL BE MEASURE FROM LOT LINE TO LOT LINE AND NOT FROM EASEMENT LINE TO LOT LINE. REFER TO REDLINE MARKUPS.**		
B	Please send me a DWG or PDF of the plat to my email account jose.tovar@hchd.org so I can confirm with the L.R.G.V.D.C (911 dept) on street name for this proposed subdivision. Approval from L.R.G.V.D.C. is required before the subdivision can be put on the agenda for final approval.		
C	Please indicate with arrows (leader) the existing irrigation easement width running in an angel outside the subdivision boundary lines.		
D	PLAT NOTES: 1] Correct flood zone "X" definition. 13, 16, &20], these three plat note restriction do not apply to subdivision because no commercial will be allow as per plat note #2. → ***SEE ATTACHMENT FOR ADDITIONAL PLAT NOTE RESTRICTIONS.***		
E	**2ND SHEET COMMENTS:** AS PER THE SPANISH WATER AND OSSF REPORT, PLEASE USE OUR PREPARED TRANSLATED REPORTS AND EXACT WORDING. ***SEE ATTACHMENT FOR SPANISH ENGINEERING REPORT.***		
F	Soil report does not coincide with original soil evaluation report and also soil excavation point's description does not coincide with drawing.		
G	Please make sure before printing on mylar that you are using the correct engineering report.		
H	Please submit a copy of the final engineer construction cost estimate.		
I	Please correct the subdivider certificate and statement. See attachment for sample wording.		
J	Lots 21 and 22 are not drawn to scale!!!! Please verify the entire drawing layout and make sure that all dimensions concur.		
K	Please correct all overlap texts and label all easements.		
L	Please show all lot dimensions.		
M	**3RD SHEET COMMENTS:** Lots 4, 5, and 6 are not drawn to scale!!!! Please verify the entire drawing layout and make sure that all dimensions concur.		
N	Please show on you drainage design how will the drainage runoff from the proposed street pavement will be detaining within subdivision.		
O	Label all easements.		
P	Provide a type III barricade at the end of the street.		
Q	Please provide flow grading elevations for drainage swales.		

LOG OF ITEMS LACKING DURING SUBDIVISION REVIEW

Name of Subdivision: **Amistad 4th Review** **Page** 2 of 1

R	Please dimension the total road right of way for Bentsen Palm Drive and the existing pavement width.
S	Please label the proposed street grading elevation. Example top of pavement (TOP), edge of pavement (EOP), or top of curb (TOC).
T	Please correct drainage report and engineer certification, flood zone and its definition are incorrect.
U	Please correct street cross section detail.
V	Please show all lot dimensions.

PLAT NOTES & RESTRICTIONS:

1. FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "X"
AREAS OF MINIMAL FLOODING
COMMUNITY-PANEL NO. 480338 0090 D
EFFECTIVE DATE: JUNE 6, 2000
THE AREAS WITHIN WITH IN THE DRAINAGE EASEMENTS AND THE PROPOSED STREET RIGHT-OF-WAY ARE WITHIN THE 100-YEAR FLOOD PLAIN.
COMMUNITY-PANEL NO. 480338 0090 D EFFECTIVE DATE: JUNE 6, 2000 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY,TEXAS AND THE LOCAL FLOOD PLAIN ADMINISTRATOR IDENTIFIES NO OTHER AREA WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100-YEAR FLOOD PLAIN.
CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

3. GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. NO COMMERCIAL USE SHALL BE ALLOWED ON ALL THE FOLLOWING INTERNAL LOTS 1 THROUGH 23. ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVAL. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

4. ALL CORNERS SET HALF (1/2) INCH IRON ROD WITH PLASTIC CAP STAMPED R.P.L.S. 4204 OR AS NOTED.

6. THERE ARE NO VISIBLE WATER WELLS WITHIN 150 FT. OF SUBDIVISION

5. SETBACKS ARE AS FOLLOWS:

FRONT (INTERIOR STREETS)	25.00'
FRONT (BENTSEN PALMS)	35.00'
SIDE	6.00' OR EASEMENT, WHICHEVER IS GREATER.
SIDE (ADJACENT TO STREET)	10.00'
REAR	30.00' OR EASEMENT, WHICHEVER IS GREATER.

6. ALL PUBLIC EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.0 FEET AS PER HIDALGO COUNTY MODEL SUBDIVISION RULES OR AS REQUIRED BY THE UTILITY PROVIDER.

7. ANY DRAINAGE SWALES CONSTRUCTED FOR THE RETENTION OF DRAINAGE WATERS SHALL BE MAINTAINED BY EACH RESPECTIVE LOT OWNER. NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY SWALES. EACH DRAINAGE SWALE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION AND MAINTENANCE OF THE DRAINAGE SWALE EASEMENT.

8. BENCHMARK:
BM-1: AN IRON ROD SET IN A CONCRETE SLAB LOCATED 170.5' SOUTH AND 47.5' WEST OF THE POINT OF BEGINNING.
ELEV.: 162.57 DATUM: NATIONAL GEODETIC VERTICAL DATUM OF 1929

9. DRAINAGE: IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO OBTAIN A TRAIL OF 35.363 CUBIC-FEET (0.812 ACRE-FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS (SEE SHEET NO.3 FOR STORM SEWER IMPROVEMENTS.)

10. NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY UTILITY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS, TREES AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER GRASS, OR FLOWERS)AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE EASEMENT.

11. EACH PURCHASE CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

12. MINIMUM FINISHED FLOOR ELEVATION SHALL BE 18" ABOVE THE TOP OF CURB OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. AN ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PAD & POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

13. AN OPAQUE BARRIER SHALL BE CONSTRUCTED BETWEEN COMMERCIAL/MULTIFAMILY LOTS AND SINGLE FAMILY RESIDENCES AND DOVE WEED STREET BY THE DEVELOPER.

14. THERE SHALL BE NO ACCESS FROM LOTS 1 & 23 UNTO BENTSEN PALM DRIVE.

15. NO SIDEWALKS ARE REQUIRED ON THIS PLAT.

16. GENERAL NOTE FOR COMMERCIAL LOTS:
LOTS 1 SHALL BE FOR COMMERCIAL USE ONLY. THERE SHALL BE NO OTHER USE OTHER THAN COMMERCIAL. LOTS 1 IS FOR NONRESIDENTIAL USE. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACT FOR DEEDS. APPLICATIONS FOR CONSTRUCTION APPROVED BY THE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHALL ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

17. NO TRAVEL TRAILERS WILL BE ALLOWED AS A PRIMARY RESIDENCE ON A LOT.

18. ON-SITE SEWAGE FACILITIES (OSSF) NOTE: THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVIDER IS RESPONSIBLE FOR PROVIDING AN OSSF ON ALL LOTS.

A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE ONLY. A SEPARATE DESIGN SHALL BE SUBMITTED FOR COMMERCIAL USE AND MULTI-FAMILY USE.

B. EACH LOT IN THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH POTABLE WATER SUPPLY.

C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.

D. SOIL ANALYSES HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND EXCERPTS MAY BE ALSO SEEN ON THE UTILITY LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS DETERMINED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ASSORTIVE DRAINFIELD SYSTEM.

E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLUMBING MATERIALS PRIOR TO OCCUPYING A LOT.

19. CROSS-HATCHED AREA IS A TEMPORARY EASEMENT FOR TURN-AROUND UNTIL STREET IS EXTENDED (WEST) IN A RECORDED PLAT. SAID TEMPORARY EASEMENT SHALL BE AUTOMATICALLY ABANDONED UPON THE CONSTRUCTION OF A DEDICATED STREET TO THE (WEST).

20. AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVED BY THE HIDALGO COUNTY PLANNING DEPARTMENT SHALL BE REQUIRED FOR COMMERCIAL, INDUSTRIAL & MULTIFAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND OSSF PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF AMISTAD SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON_____

HIDALGO COUNTY RIGHT OF WAY DIRECTOR *DATE*

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF AMISTAD SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON_____

HIDALGO COUNTY ASSISTANT CHIEF INSPECTOR *DATE*

SUBDIVISION PLAT OF AMISTAD SUBDIVISION

A 14.06 acre tract of land being all of Lot 270 and the north 3.81 acres of Lot 268, Bentsen Groves Subdivision Unit "C", as recorded in Volume 7, Page 30, Map Records, Hidalgo County, Texas.

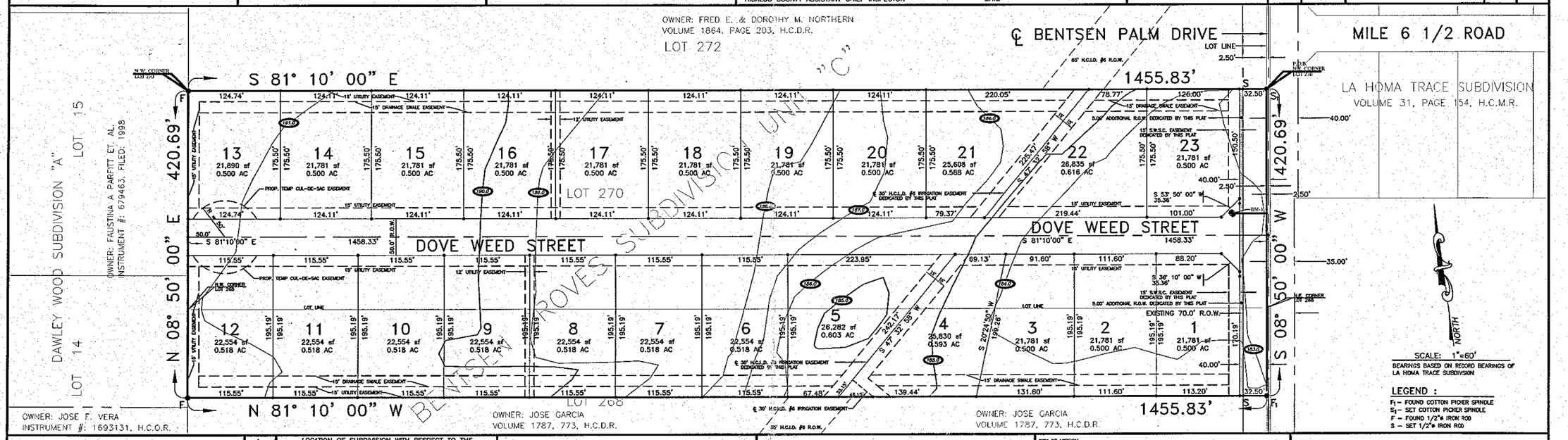
DATE: FEBRUARY 26, 2009 SCALE IN FEET 0 60' 120' 180' SCALE: 1"---- 60'

ENGINEER: R.E. Garcia

PREPARED BY: R.E. GARCIA & ASSOCIATES
116 NORTH 12TH AVENUE EDINBURG, TEXAS 78539 PHONE (956) 381-1061 FAX: 381-1280

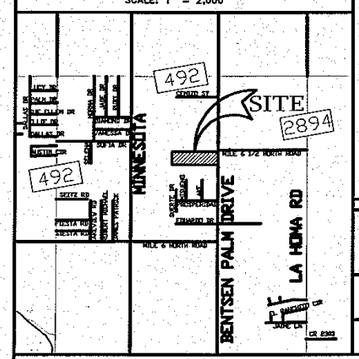
REVISION NOTES

No.	Sheet	REVISION	Date	Approved



LOCATION MAP

SCALE: 1" = 2,000'



LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

AMISTAD SUBDIVISION IS LOCATED IN SOUTHERN HIDALGO COUNTY IN H.C.P. #3 ON THE WEST SIDE OF BENTSEN PALM DRIVE, APPROXIMATELY 2,600 FEET SOUTH FROM THE INTERSECTION OF BENTSEN PALM DRIVE & FM 492. THE NEAREST MUNICIPALITY IS THE CITY OF ALTON HOWEVER THE SUBDIVISION PROPERTY LIES WITHIN THE FIVE MILE EXTRA TERRITORIAL JURISDICTION OF MISSION. ACCORDING TO THE OFFICIAL MAP LOCATED IN THE OFFICE OF THE SECRETARY OF THE CITY OF MISSION (63,272), AMISTAD SUBDIVISION LIES APPROXIMATELY 3 1/2 MILES FROM THE CITY LIMITS AND IS WITHIN THE CITY'S FIVE MILE EXTRA TERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE S 212.001

INDEX OF SHEETS

No.	
1	HEADING; INDEX; LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; PLAT WITH LOTS, STREETS AND EASEMENT DESIGNATION; METES & BOUNDS; SURVEYOR'S & ENGINEER'S CERTIFICATION; PLAT NOTES & RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION AND ATTESTATION; CITY APPROVAL; COUNTY CLERK'S RECORDING CERTIFICATE; HIDALGO COUNTY APPROVAL; DESCRIPTION OF LOCATION WITH RESPECT TO THE ETJ OF A MUNICIPALITY; H.C.D.D. APPROVAL; H.C.R.W. APPROVAL; H.C.I.D. APPROVAL;IRRIGATION DISTRICT APPROVAL; REVISION NOTES
2	WATER DISTRIBUTION AND SANITARY SEWER (OSSF) MAP, ENGINEERING REPORT (ENGLISH AND SPANISH VERSION), INCLUDING DESCSRIPTION OF WATER AND WASTE WATER (OSSF) AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH); SAMPLE OF LOG BORE FOR OSSF SYSTEM. TYPICAL WATER SERVICE CONNECTION; SUBDIVIDER CERTIFICATE AND STATEMENT
3	MAP OF TOPOGRAPHY & DRAINAGE WITH ENGINEER'S CERTIFICATION, REVISION NOTES, TYPICAL ROADWAY SECTION, SWALE DETAIL & INLET SECTION. DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND HOW IT WILL SERVE THIS DEVELOPMENT

PRINCIPAL CONTACTS:

	NAME:	ADDRESS:	CITY & ZIP	PHONE #/ FAX #:
OWNER:	PABLO MUNOZ, TRUSTEE	7415 N. 20th	McALLEN, 78504	631-3228 / -
ENGINEER:	RAUL E. GARCIA	116 N. 12TH	EDINBURG, 78539	381-1061 / 381-1280
SURVEYOR:	RAUL E. GARCIA	116 N. 12TH	EDINBURG, 78539	381-1061 / 381-1280

SHEET NO. 1 OF 3 SHEETS

METES AND BOUNDS DESCRIPTION FOR A 14.06 ACRE TRACT

A 14.06 acre tract of land being all of Lot 270 and the north 3.81 acres of Lot 268, Bentsen Groves Subdivison Unit "C", as recorded in Volume 7, Page 30, Map Records, Hidalgo County, Texas and being more fully described by metes and bounds as follows:

BEGINNING at a SET COTTON PICKER SPINDLE with the Bentsen Palm Drive Right-of-Way being the northeast corner of said Lot 270 for the northeast corner of herein described tract.

THENCE S 08° 50' 00" W along the east line of said Lot 270, pass at 300.00 feet a point being the southeast corner of said Lot 270 also being the northeast corner of said Lot 268 and continuing along the east line of said Lot 268 for a total distance of 420.69 feet to FOUND COTTON PICKER SPINDLE for the southeast corner of herein described tract.

THENCE N 81° 10' 00" W parallel to the north line of said Lot 268, pass at 32.50 feet a SET ½" IRON ROD being the west Right-of-Way line of said Bentsen Palm Drive and continuing for a total distance of 1455.83 feet to a FOUND ½" IRON ROD on the west line of said Lot 268 for the southwest corner of herein described tract.

THENCE N 08° 50' 00" E along the west line of said Lot 268, pass at 120.69 feet a point being the northwest corner of said Lot 268 also being the southwest corner of said Lot 270 and continuing along the west line of said Lot 270 for a total distance of 420.69 feet to a FOUND ½" IRON ROD being the northwest corner of said Lot 270 for the northwest corner of herein described tract.

THENCE S 81° 10' 00" E along the north line of said Lot 270, pass at 1,423.33 feet a SET ½" IRON ROD being the west Right-of-Way line of said Bentsen Palm Drive and continuing for a total distance of 1455.83 feet to the point of beginning and containing 14.06 acres of land, more or less.

THE STATE OF TEXAS COUNTY OF HIDALGO OWNER'S CERTIFICATION, DEDICATION, & ATTESTATION

I, PABLO MUNOZ LIVING TRUST AS OWNER OF THE 14.06 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED __AMISTAD SUBDIVISION__ HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET AND EASEMENTS SHOWN HEREON.
I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE S.232.032 AND THAT
(A)THE WATER QUALITY AND CONNECTIONS TO THE LOTS WILL MEET THE MINIMUM STANDARDS;
(B)SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS WILL MEET THE MINIMUM STATE STANDARDS;
(C)ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS OR SEPTIC TANKS WILL MEET THE MINIMUM STATE STANDARDS;
(D)GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS WILL MEET THE MINIMUM STATE STANDARDS;
I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

PABLO MUNOZ LIVING TRUST
PABLO MUNOZ, TRUSTEE
7415 N. 20th
McALLEN, TEXAS 78504

_____ DATE

THE STATE OF TEXAS COUNTY OF HIDALGO

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared PABLO MUNOZ known to me 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____.

NOTARY PUBLIC

COUNTY CLERK'S RECORDING CERTIFICATE

I, _____, COUNTY CLERK OF HIDALGO COUNTY, CERTIFY THAT THE PLAT BEARING THIS CERTIFICATE WAS FILED FOR RECORD AT ____ O'CLOCK__M. ON_____, AND WAS RECORDED IN INSTRUMENT #:_____ OF THE DEED RECORDS OF HIDALGO COUNTY AT _____ O' CLOCK_____M ON _____.

_____ HIDALGO COUNTY CLERK

CITY OF MISSION
CERTIFICATE OF APPROVAL

UNDER LOCAL GOVERNMENT CODE 212.0115(B) WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF AMISTAD SUBDIVISION WAS REVIEWED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MISSION.

MAYOR, CITY OF MISSION _____ DATE _____

CITY SECRETARY _____ DATE _____

CITY OF MISSION
CERTIFICATE OF APPROVAL

THIS PLAT OF AMISTAD SUBDIVISION HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MISSION, TEXAS AND IS HEREBY APPROVED BY SUCH COMMISSION.

DATED THIS _____ DAY OF _____, 2009

CHAIRMAN, PLANNING & ZONING _____ DATE _____

APPROVAL BY IRRIGATION DISTRICT:

THIS PLAT APPROVED BY HIDALGO COUNTY IRRIGATION DISTRICT NO. 6, ON THIS____ DAY OF _____ A.D., 200_.

SECRETARY _____ CHAIRMAN _____

HIDALGO COUNTY IRRIGATION DISTRICT No. 6 WILL NOT BE RESONSIBLE FOR DRAINAGE OR DELIVERY OF WATER TO ANY LOT OF THIS SUBDIVISION, IF DESIRED THIS WILL NOT BE AT DISTRICTS EXPENSE.

APPROVAL BY DRAINAGE DISTRICT:

HIDALGO COUNTY DRAINAGE DISTRICT NO.1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE (48.211(C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO.1

BY:_____

HIDALGO COUNTY CERTIFICATE OF PLAT APPROVAL UNDER LOCAL GOVERNMENT CODE § 232.028(a)

WE, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF THE AMISTAD SUBDIVISION WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISIONERS COURT ON_____.

HIDALGO COUNTY JUDGE _____ DATE _____

ATTEST: _____ DATE _____
HIDALGO COUNTY CLERK

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, RAUL E. GARCIA, REGISTERED PROFESSIONAL ENGINEER AND REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND, AND FURTHER CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN APPLIED TO THIS PLAT.

REGISTERED PROFESSIONAL ENGINEER # 64780
REGISTERED PROFESSIONAL LAND SURVEYOR #4204

PLANNING DEPARTMENT
County Of Hidalgo

Raul E. Sesin, P.E., CFM
PLANNING ADMINISTRATOR

TO: Judge Juan D. Salinas III
County Commissioner's Court

FROM: Raul E. Sesin, P.E., Planning Administrator

DATE: August 19, 2009

RE: **ECISD Middle School No. 6 - Pct. 4**
Final Approval with Financial Guarantee

ECISD Middle School 6 is a one (1) school lot subdivision located approximately 3550 feet North of FM 2812 Road and on the West side of Alamo Road.

The proposed Subdivision lies within the Rural area of the County.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on February 19, 2009. The proposed subdivision lies within a Zone "X" as per FEMA's FIRM.

The proposed subdivision plat will dedicate ten (10) feet on Alamo Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Sewer Services will be provided by the City of Edinburg.

Water Services will be provided by North Alamo Water Supply Corporation. There is an existing ten (10) inch waterline on Alamo Road that will serve as the primary source of water for the proposed development.

The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code.

The Subdivider is requesting Final Approval with Financial Guarantee. A Cash Deposit in the amount of $316,773.60 was submitted to the Planning Department and deposited into Escrow Account No. 09-1100-211-00-000-018-0-000. The Cash Deposit will be used to secure the funds for the Paving and Drainage Improvements.

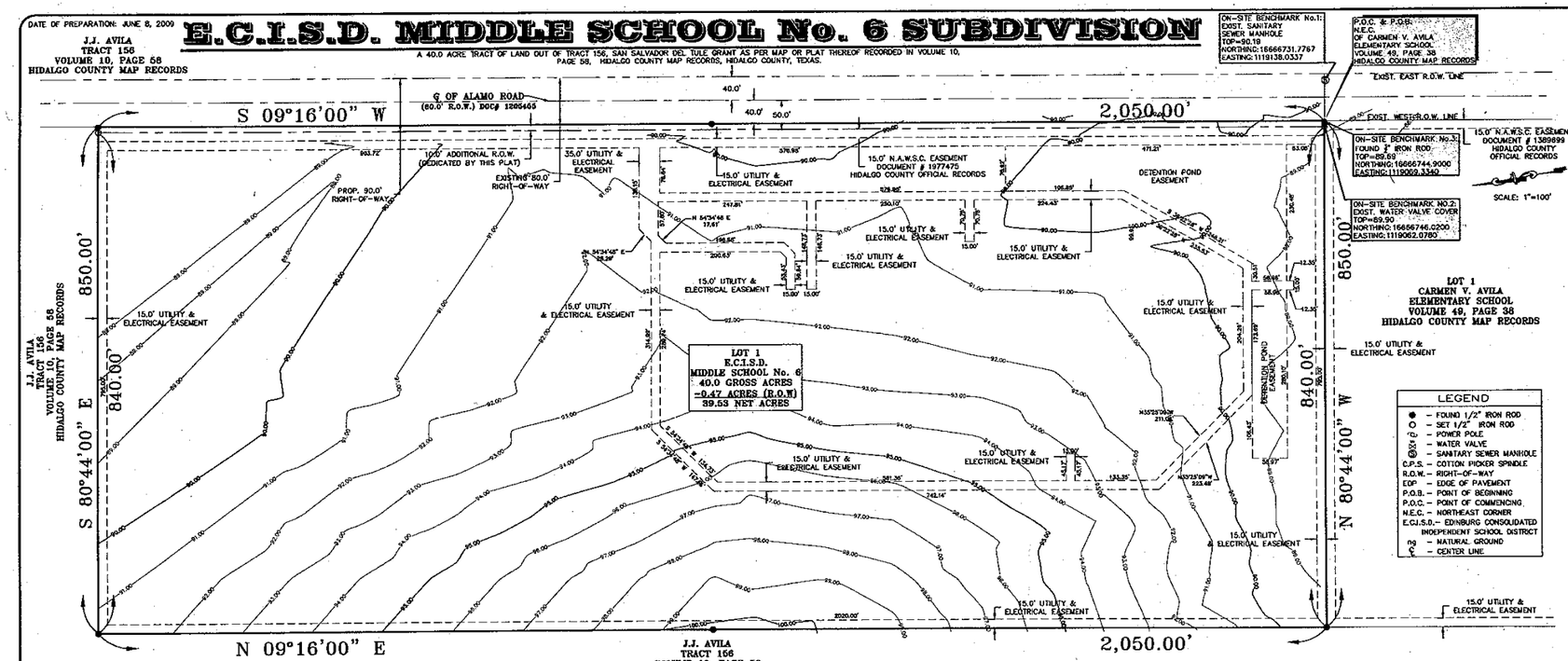
The Hidalgo County Advisory Board convened and recommended **Final Approval with Financial Guarantee** on **August 18, 2009.**

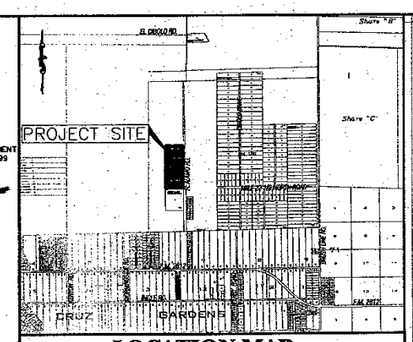
DATE OF PREPARATION: JUNE 8, 2009

E.C.I.S.D. MIDDLE SCHOOL No. 6 SUBDIVISION

A 40.0 ACRE TRACT OF LAND OUT OF TRACT 156, SAN SALVADOR DEL TULE GRANT AS PER MAP OR PLAT THEREOF RECORDED IN VOLUME 10, PAGE 58, HIDALGO COUNTY MAP RECORDS, HIDALGO COUNTY, TEXAS.

J.J. AVILA
TRACT 156
VOLUME 10, PAGE 58
HIDALGO COUNTY MAP RECORDS





LEGEND

- ● – FOUND 1/2" IRON ROD
- O – SET 1/2" IRON ROD
- ⌀ – POWER POLE
- ⊗ – WATER VALVE
- ⓢ – SANITARY SEWER MANHOLE
- C.P.S. – COTTON PICKER SPINDLE
- R.O.W. – RIGHT-OF-WAY
- EOP – EDGE OF PAVEMENT
- P.O.B. – POINT OF BEGINNING
- P.O.C. – POINT OF COMMENCING
- N.E.C. – NORTHEAST CORNER
- E.C.I.S.D. – EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
- mg – MATURAL GROUND
- ℄ – CENTER LINE

GENERAL PLAT NOTES

1. FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: BY GRAPHICAL PLOTTING, IT WAS DETERMINED THAT THIS SUBDIVISION IS IN ZONE "X" (NO SHADE), AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN. COMMUNITY-PANEL NO. 480334 0025 D EFFECTIVE DATE: JUNE 6, 2000 (REVISED TO REFLECT LOMR DATED MAY 17, 2001.)

2. SETBACKS:

FRONT:	60.00	FEET	OR EASEMENT WHICHEVER IS GREATER
REAR:	15.00	FEET	OR EASEMENT WHICHEVER IS GREATER
SIDES:	15.00	FEET	OR EASEMENT WHICHEVER IS GREATER

3. LOT 1 SHALL BE FOR SCHOOL / EDUCATIONAL INSTITUTION USE ONLY. THERE SHALL BE NO OTHER USE ALLOWED.

4. MINIMUM FINISH FLOOR NOTE: MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE THE CENTERLINE OF ALAMO ROAD OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. AN ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME OF APPLICATION FOR CONSTRUCTION TO VERIFY PAD AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

5. BENCHMARKS (BM): THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.

   B.M. No. 1: ELEVATION=90.19, N.A.V.D. 83; DESCRIPTION: TOP OF SANITARY SEWER MANHOLE COVER LOCATED ALONG THE EAST SIDE OF NORTH ALAMO ROAD APPROXIMATELY 67.00 FEET EAST OF THE NORTHEAST PROPERTY CORNER OF LOT 1, CARMEN V. AVILA ELEMENTARY SCHOOL SUBDIVISION, SAME POINT BEING THE SOUTHEAST CORNER OF THIS TRACT OF LAND;

   B.M. No. 2: ELEVATION=89.90, N.A.V.D. 83; DESCRIPTION: TOP OF WATER VALVE COVER LOCATED ALONG THE WEST SIDE OF NORTH ALAMO ROAD APPROXIMATELY 7.50 FEET WEST OF THE NORTHEAST PROPERTY CORNER OF LOT 1, CARMEN V. AVILA ELEMENTARY SCHOOL SUBDIVISION, SAME POINT BEING THE SOUTHEAST CORNER OF THIS TRACT OF LAND;

   B.M. No. 3: ELEVATION=89.68, N.A.V.D. 83; DESCRIPTION: TOP OF (1/2") HALF INCH IRON ROD FOUND AT THE NORTHEAST CORNER OF LOT 1, CARMEN V. AVILA ELEMENTARY SCHOOL SUBDIVISION, SAME POINT BEING THE SOUTHEAST CORNER OF THIS TRACT OF LAND;

6. DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 61.553 CUBIC-FEET OR 1.82 ACRE-FEET OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED ON PROPOSED DRAINAGE POND. (SEE DRAINAGE REPORT ON SHEET 3.)

7. DETENTION EASEMENTS NOTE:
NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY DRAINAGE EASEMENT. EACH DRAINAGE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION OF THE DRAINAGE EASEMENT. EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE DRAINAGE DETENTION POND.

8. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.

9. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

10. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES, BY SIGNING THIS PLAT CONTRACTOR AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH OCCUPYING EASEMENT.

11. AN OFF-STREET PARKING LOT SITE PLAN AND DRAINAGE PLAN APPROVAL BY THE HIDALGO COUNTY PLANNING DEPARTMENT SHALL BE REQUIRED FOR COMMERCIAL, INDUSTRIAL & MULTIFAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND UTILITY PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.

12. ALL LOT CORNERS ARE SET 1/2 INCH IRON RODS.

13. ALL CONSTRUCTION SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SWPP) REQUIREMENTS REQUIRED BY TCEQ.

14. UTILITY PROVIDERS:

POTABLE WATER:	NORTH ALAMO WATER SUPPLY CORPORATION
SANITARY SEWER:	CITY OF EDINBURG
ELECTRICITY:	AEP/CPL

15. DRAINAGE DETENTION POND SHALL BE CONSTRUCTED IN DESIGNATED EASEMENT AREAS AS DESIGNATED BY THE PROJECT PLAT ENGINEER AT BUILDING PERMIT STAGE PRIOR TO THE COUNTY ISSUING A FINAL LIGHT AND WATER CLEARANCE. NO FINAL LIGHT OR WATER CLEARANCE SHALL BE ISSUED UNTIL THE DRAINAGE DETENTION POND IS CONSTRUCTED BY OWNER AND INSPECTED BY HIDALGO COUNTY.

16. ADDITIONAL FIRE HYDRANTS MIGHT BE REQUIRED AT TIME OF BUILDING PERMIT.

METES AND BOUNDS:
A 40.00 ACRE TRACT OF LAND OUT TRACT 156, SAN SALVADOR DEL TULE GRANT, HIDALGO COUNTY, TEXAS, AS PER MAP OR PLAT THEREOF RECORDED IN VOLUME 10, PAGE 58, HIDALGO COUNTY MAP RECORDS, HIDALGO COUNTY, TEXAS; SAID 40.00 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOW:

COMMENCING AT A (1/2") HALF INCH IRON ROD FOUND AT THE NORTHEAST CORNER OF LOT 1, CARMEN V. AVILA ELEMENTARY SCHOOL SUBDIVISION AS PER PLAT RECORDED IN VOLUME 49, PAGE 38, HIDALGO COUNTY MAP RECORDS; SAID POINT ALSO BEING ALONG THE EXISTING WEST RIGHT-OF-WAY LINE OF NORTH ALAMO ROAD; FOR THE POINT OF BEGINNING AND SOUTHEAST CORNER OF THIS TRACT OF LAND;

THENCE, NORTH 80°44'00" WEST, WITH THE NORTH PROPERTY LINE OF SAID LOT 1, CARMEN V. AVILA SUBDIVISION, A DISTANCE OF 850.00 FEET TO A (1/2") HALF INCH IRON ROD FOUND FOR THE SOUTHWEST CORNER OF THIS TRACT OF LAND;

THENCE, NORTH 09°16'00" EAST, PARALLEL WITH THE WEST LINE OF TRACT 156 AND NORTH ALAMO ROAD, A DISTANCE OF 2,050.00 FEET TO A (1/2") HALF INCH IRON ROD FOUND FOR THE NORTHWEST CORNER OF THIS TRACT OF LAND;

THENCE, SOUTH 80°44'00" EAST, PARALLEL TO THE SAID NORTH PROPERTY LINE OF LOT 1, CARMEN V. AVILA SUBDIVISION, A DISTANCE OF 850.00 FEET TO A (1/2") HALF INCH IRON ROD FOUND AT A POINT ALONG THE WEST RIGHT-OF-WAY LINE OF NORTH ALAMO ROAD FOR THE NORTHEAST CORNER OF THIS TRACT OF LAND;

THENCE, SOUTH 09°16'00" WEST, PARALLEL WITH THE WEST LINE OF TRACT 156 AND ALONG THE WEST RIGHT-OF-WAY LINE OF NORTH ALAMO ROAD, A DISTANCE OF 2,050.00 FEET TO A (1/2") HALF INCH IRON ROD FOUND TO THE POINT OF BEGINNING, CONTAINING 40.00 ACRES OF LAND MORE OR LESS.

NORTH ALAMO WATER SUPPLY CORPORATION
RIGHT OF WAY EASEMENT:
KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, OWNERS OF THE PROPERTY SHOWN ON THIS PLAT, THEIR SUCCESSORS, ASSIGNS, AND TRANSFEREES (hereinafter called "Grantor" WHETHER ONE OR MORE PERSONS ARE NAMED), IN CONSIDERATION OF ONE DOLLAR ($1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION PAID BY NORTH ALAMO WATER SUPPLY CORPORATION, (Hereinafter called "Grantee"), THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY GRANT, BARGAIN, SELL, TRANSFER, AND CONVEY TO SAID GRANTEE, ITS SUCCESSORS, AND ASSIGNS, AN EXCLUSIVE PERPETUAL EASEMENT WITH THE RIGHT TO ERECT, CONSTRUCT, INSTALL AND THEREAFTER USE, OPERATE, INSPECT, REPAIR MAINTAIN, REPLACE, AND REMOVE WATER DISTRIBUTION LINES AND APPURTENANCES OVER AND ACROSS THE LANDS SHOWN ON THIS PLAT, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LANDS OF THE PURPOSE FOR WHICH THE ABOVE MENTIONED RIGHTS ARE GRANTED, THE EASEMENT HEREBY GRANTED SHALL NOT EXCEED 15' IN WIDTH, AND GRANTEE IS HEREBY AUTHORIZED TO DESIGNATE THE COURSE OF THE EASEMENT HEREIN CONVEYED EXCEPT THAT WHEN THE PIPELINE(S) IS INSTALLED, THE EASEMENT HEREIN GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH, THE CENTER LINE THEREOF BEING THE PIPELINE INSTALLED. IN THE EVENT THE EASEMENT HEREBY GRANTED ABUTS ON A PUBLIC ROAD AND THE CITY, COUNTY OR STATE HEREAFTER WIDENS OR RELOCATES THE PUBLIC ROAD SO AS TO REQUIRE THE RELOCATION OF THIS WATER LINE AS INSTALLED, GRANTOR FURTHER GRANTS TO GRANTEE AND ADDITIONAL EASEMENT OVER AND ACROSS THE LAND SHOWN ON THIS PLAT FOR THE PURPOSE OF LATERALLY RELOCATE SAID WATER LINE AS MAY BE NECESSARY TO CLEAR THE ROAD IMPROVEMENTS, WHICH EASEMENT HEREBY GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH, THE CENTER LINE THEREOF BEING THE PIPELINE AS RELOCATED. THE CONSIDERATION RECITED HEREIN SHALL CONSTITUTE PAYMENT IN FULL FOR ALL DAMAGES SUSTAINED BY GRANTOR BY REASON OF THE INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT AND RELOCATION OF THE STRUCTURES REFERRED TO HEREIN, THIS AGREEMENT TOGETHER WITH OTHER PROVISIONS OF THIS GRANT SHALL CONSTITUTE AN EASEMENT FOR THE BENEFIT OF THE GRANTEE, ITS SUCCESSORS, AND ASSIGNS. THE GRANTOR CONVENANTS THAT IT IS THE OWNER OF THE ABOVE-DESCRIBED LANDS AND THAT SAID LANDS ARE FREE AND CLEAR OF ALL ENCUMBRANCES AND LIENS EXCEPT THE FOLLOWING: THE EASEMENT CONVEYED HEREIN WAS OBTAINED OR IMPROVED THROUGH FEDERAL FINANCIAL ASSISTANCE. THIS EASEMENT IS SUBJECT TO THE PROVISIONS OF TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AND THE REGULATIONS ISSUED PURSUANT THERETO FOR SO LONG AS THE EASEMENT CONTINUES TO BE USED FOR THE SAME OR SIMILAR PURPOSE FOR WHICH FINANCIAL ASSISTANCE WAS EXTENDED OR FOR LONG AS THE GRANTEE OWNS IT, WHICHEVER IS LONGER.

IN WITNESS WHEREOF THE SAID GRANTOR EXECUTED THIS INSTRUMENT

THIS____DAY OF_____, 2009.

_____
GILBERT GARZA JR., SUPERINTENDENT
EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
411 NORTH 8th AVENUE
EDINBURG, TX 78539

STATE OF TEXAS – COUNTY OF HIDALGO
PLAT APPROVAL CERTIFICATE UNDER LOCAL GOVERNMENT CODE § 232.028(a)
WE, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF E.C.I.S.D. MIDDLE SCHOOL No. 6 WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____, 2009.

ATTEST:
_____ _____
HIDALGO COUNTY JUDGE HIDALGO COUNTY CLERK

RIGHT-OF-WAY DEPARTMENT APPROVAL
I, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF E.C.I.S.D. MIDDLE SCHOOL No. 6 WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT-OF-WAY DEPARTMENT.

ON _____, 2009.

_____ _____
HIDALGO COUNTY RIGHT-OF-WAY DIRECTOR DATE

OWNER'S ACKNOWLEDGMENT
STATE OF TEXAS
COUNTY OF HIDALGO
(I/WE) THE UNDERSIGNED, OWNER(S) OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS THE E.C.I.S.D. MIDDLE SCHOOL No. 6 AN ADDITION OF THE COUNTY OF HIDALGO, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE OF CONSIDERATION THEREIN EXPRESSED.

_____
GILBERT GARZA Jr., SUPERINTENDENT
EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
411 NORTH 8th AVENUE
EDINBURG, TX 78539

STATE OF TEXAS
COUNTY OF HIDALGO
BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED GILBERT GARZA Jr., KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS_____DAY OF_____, 2009.

PLANNING & ZONING
COMMISSION CERTIFICATION
"I, THE UNDERSIGNED, CHAIRPERSON OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF EDINBURG, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT KNOWN AS E.C.I.S.D. MIDDLE SCHOOL No. 6 CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED AND HAS BEEN APPROVED FOR RECORDING ON THE_____DAY OF_____, 2009."

_____
CHAIRPERSON
PLANNING AND ZONING COMMISSION

STATE OF TEXAS
COUNTY OF HIDALGO
I, THE UNDERSIGNED, ADMINISTRATOR / DIRECTOR OF PLANNING AND ZONING DEPARTMENT OF THE CITY OF EDINBURG, TEXAS DO HEREBY CERTIFY THIS MINOR SUBDIVISION PLAT KNOWN AS E.C.I.S.D. MIDDLE SCHOOL No. 6 CONFORMS TO ALL SUBDIVISION REQUIREMENTS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED AND HAS BEEN APPROVED FOR RECORDING ON THIS THE_____DAY OF_____, 2009 WITH THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS.

_____
ADMINISTRATOR / DIRECTOR
PLANNING AND ZONING DEPARTMENT

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:
E.C.I.S.D. MIDDLE SCHOOL No. 6, IS LOCATED WITHIN HIDALGO COUNTY PRECINCT No. 4 ON THE EAST SIDE OF HIDALGO COUNTY, ALONG THE WEST SIDE OF NORTH ALAMO ROAD APPROXIMATELY 3,550 FEET NORTH OF INTERSECTION WITH F.M. 2812 ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF EDINBURG. ACCORDING TO THE U.S. CENSUS BUREAU, THE 2005 POPULATION ESTIMATE IS 63,735. E.C.I.S.D. MIDDLE SCHOOL No. 6 LIES APPROXIMATELY 3 MILES FROM EDINBURG'S CITY LIMITS AND THEREFORE FALLS OUTSIDE EDINBURG'S 2 MILE EXTRATERRITORIAL JURISDICTION (ET.J) UNDER LOCAL GOVERNMENT CODE § 42.021.

HIDALGO COUNTY DRAINAGE DISTRICT No. 1 CERTIFICATE
HIDALGO COUNTY DRAINAGE DISTRICT No. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE NO. 49.211(c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

_____ _____
BY DATE

STATE OF TEXAS
COUNTY OF HIDALGO
I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF EDINBURG AND HIDALGO COUNTY, TEXAS.

DATED THIS_____DAY OF_____, 2009.

_____
JOSE MARIO GONZALEZ, R.P.L.S.
REGISTERED PROFESSIONAL SURVEYOR
NO. 5571 – STATE OF TEXAS

STATE OF TEXAS
COUNTY OF HIDALGO
I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

DATED THIS_____DAY OF_____, 2009.

_____
GILBERT J. GUERRA, P.E.
REGISTERED PROFESSIONAL ENGINEER
NO. 90156 – STATE OF TEXAS

INDEX OF SHEETS	
SHEET 1	PLAT WITH LOT, EXISTING STREETS, EXISTING R.O.W. AND ADDITIONAL R.O.W. DESIGNATIONS, DESCRIPTION OF LOCATION OF SUBDIVISION WITH RESPECT TO THE ETJ OF A MUNICIPALITY AND DESIGNATE THE PRECINCT THE PROJECT IS SITUATED; PRINCIPAL CONTACTS; HEADING; LEGAL DESCRIPTION (METES AND BOUNDS); PLAT NOTES AND RESTRICTIONS; OWNERS' DEDICATION, CERTIFICATION, AND ATTESTATION; N.A.W.S.C. EASEMENT; AND THE FOLLOWING CERTIFICATES: PUBLIC NOTARY, COUNTY PLAT APPROVAL, H.C.D.D. No. 1, SURVEYOR'S, ENGINEER'S, H.C.R.D.N., CITY OF EDINBURG P&Z, AND CITY OF EDINBURG STAFF.
SHEET 2	UTILITY LAYOUT AND TYPICAL DETAILS;
SHEET 3	DRAINAGE LAYOUT, DRAINAGE REPORT, ENGINEER'S CERTIFICATION, TYPICAL DETAILS; PRINCIPAL CONTACTS;

PRINCIPAL CONTACTS:

	NAME	ADDRESS		PHONE & FAX
OWNER:	GILBERT GARZA, JR., SUPERINTENDENT, EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT	411 NORTH 8th AVENUE	EDINBURG, TX 78539	(956) 288-2300
ENGINEER:	GILBERT J. GUERRA, P.E.	921 SOUTH 10th ST.	EDINBURG, TX 78538	(956) 380-5152 (956) 380-5083
SURVEYOR:	JOSE MARIO GONZALEZ R.P.L.S.	8207 MATEO ESCOBAR	MONTE ALTO, TX 78538	(956) 380-5154 (956) 380-5158

FILED FOR RECORD IN:
HIDALGO COUNTY
BY ARTURO GUAJARDO, JR.
COUNTY CLERK
ON:_____AT_____AM/PM
AS A RECORDING NUMBER_____
BY:_____ DEPUTY

RIO DELTA ENGINEERING
921 S. 10TH AVENUE
EDINBURG TEXAS 78539
(TEL) 956-380-5152 (FAX) 956-380-5083

DRAWN: ERIC YBARRA
DESIGN: LALO CHAPA
CHECKED: GILBERT J. GUERRA
SURVEYOR: JOSE M. GONZALEZ
SCALE: 1"=100'
DATE: JUNE 8, 2009
ISSUED FOR:

PLAT
SHEET 1
E.C.I.S.D. MIDDLE SCHOOL No. 6
EDINBURG, TEXAS

PROJECT: SUB 09 001

AI-16996 **17.A.**

Child and Adult Care Food Program Application
CC REGULAR

Date:	08/25/2009
Submitted By:	Linda Galaviz, HEAD START
Submitted For:	Edmundo Garcia
Department:	HEAD START
Agenda Category:	Head Start

Information

CAPTION

Discussion/Approval to Submit the Child and Adult Care Food Program - Child Care Centers Application

BACKGROUND

Policy Council Approval: 08.19.09

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact.

Attachments

Link: Child and Adults Care Food Program Application

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/18/2009 12:01 PM	APRV
2	Roland Garcia	Rolando Garcia	08/20/2009 03:40 PM	APRV
3	Auditor's Office	Linda Fong	08/21/2009 04:10 PM	APRV
4	Purchasing Department		08/21/2009 05:31 PM	NEW

Form Started By: Linda Galaviz — Started On: 08/17/2009 11:28 AM

Final Approval Date: 08/21/2009

Hidalgo County Head Start Program

Policy Council Agenda

DATE: August 19, 2009

SUBJECT: Discussion/Approval to Submit the Child and Adult Care Food Program - Child Care Centers Application for Fiscal Year 2009-2010

RATIONALE/NEED: As part of providing comprehensive services to our families, these funds are utilized to provide meals for all 3,570 children enrolled in our program.

RECOMMENDATION: Administration recommends approval.

COST: Based on New Reimbursement Rates

RELATED INFORMATION INCLUDES:

****

INITIATED BY: SanJuanita Rangel, Child Nutrition Director SJR

REVIEWED BY: Edmundo Garcia, Assistant Program Director EG

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

Hidalgo County Head Start Program
Memorandum

Date: August 12, 2009

To: Hidalgo County Head Start Policy Council

Through: Teresa Flores, Executive Director

From: Edmundo Garcia, Assistant Program Director

Subject: Budget for Nutrition Services

C. C. Nora Muñoz, Assistant Program Director
San Juanita Rangel, Director of Nutrition
Elma Keller, Finance Director

Attached for your review and approval is the Annual Update Application for the Child and Adult Care Food Program, to the Texas Department of Agriculture.

This application for $2,648,815.05 will fund the Hidalgo County Head Start Nutrition Program for fiscal 2009-2010 on a reimbursement basis. The new reimbursement rate for 2009-2010 includes an overall rate increase of 3.68%.

The reimbursement rates compare as follow.

Meals	2009-2010	2008-2009
Breakfast	$1.46	$1.40
Lunch	$2.68	$2.57
Snack	$0.74	$0.71
Cash-in Lieu of Commodities	$0.195	$0.2075
Total Reimbursement Rate	$5.075	$4.8875

This application will provide sufficient funding to cover all costs associated with meal preparation and delivery as outlined in the attached Budget Analysis.

The Finance Director along with the Nutrition Director, under my direction, have reviewed and prepared the appropriate costs estimates and reimbursements outline in this budget.

Mr. Garcia

Texas Department of Agriculture (TDA)

Budget Analysis

Description	2009-2010	2008-2009	Difference	Comments/Notes
Salaries/Fringes				
Salaries	809,167.84	746,220.80	62,947.04	TDA is paying 25 % of the custodians salaries and ARRA for 1 year.
Fringes/Pension Adm Costs	361,987.66	350,433.50	11,554.16	TDA is paying 25 % of the custodians salaries and ARRA for 1 year.
* **Total Salaries/Fringes**	**1,171,155.50**	**1,096,654.30**	**74,501.20**	
Food	1,200,197.32	1,200,197.32	-	
Supplies and Equipment				
Equipment	27,414.55	-	27,414.55	To replace outdated ovens that are constantly in need of repair.
Non-Food Supplies	155,000.00	155,000.00	-	
Office Supplies	6,000.00	6,000.00	-	
Purchased Services				
Equipment Maintenance	30,000.00	30,000.00	-	
Vehicle Maintenance	13,000.00	13,000.00	-	
Vehicle Fuel	23,946.88	28,000.00	(4,053.12)	Coop with Hidalgo County on fuel purchases.
Telephone	7,000.00	7,000.00	-	
Media Costs	1,000.00	1,000.00	-	
Organization Costs				
Local Travel	7,425.80	7,425.80	-	
T & TA	6,675.00	6,675.00	-	
* **Total Operating Expenses**	**1,477,659.55**	**1,454,298.12**	23,361.43	
Total Budget	**2,648,815.05**	**2,550,952.42**	**97,862.63**	

Reimbursement Formula:

172 Service Days x 3,570 Children x 85% ADA x $5.075 Reimbursement Rate = $2,648,815.05

Reimbursement Rate is Calculated as follows:

Breakfast	1.46
Lunch	2.68
Snack	0.74
Cash-in-Lieu of Commodities:	0.195
Reimbursement Rate	**5.075**

Texas Department of Agriculture

Child and Adult Care Food Program
Annual Update for Child Care Centers

Form H1536-F
July 2007

Section I – Contractor Information

1. Complete all of the following information:

Name of Contracting Organization	Texas ID No. (14 digits)	Contract No.	Program No.
Hidalgo County Head Start Program	17460007176039	75 – G7012	TX – 1080006
Mailing Address (Street or P.O. Box, City, State, ZIP)			County Name
P.O. Box 0117 Edinburg, TX 78540-0117			Hidalgo
Street Address (if different)			
1/4 Mile West of 10th Street on Hwy 107 Edinburg, TX			
Contact Person	E-mail Address (required)	Fax No. (incl. Area Code)	Telephone No. (incl. Area Code)
Ms. Teresa Flores, Executive Director	tflores@hchsp.org	956-380-2588	956-383-0706
Type of Contracting Organization			
☒ Government Agency ☐ Educational Institution ☐ For-Profit Organization ☐ Nonprofit Organization/Secular ☐ Nonprofit Organization/Faith-Based ☐ Other			

Section II – Budget

Complete the budget forms. Program costs must be necessary, reasonable and allowable.

Contracting Organizations participating in the CACFP must operate a nonprofit food service that primarily benefits enrolled children and must maintain records documenting the administration and operation of the nonprofit food service. The budget is composed of the amounts from the cost categories listed below. The amounts entered cannot be considered unless the respective amounts are justified and explained on the attached budget justification pages.

Budget (1A) – Nonprofit Food Service Administration – Budget Justification — This section is used to provide detailed information for each **administrative** position that has nonprofit food service responsibilities and is paid from the nonprofit food service account.

Note 1: You must maintain a written compensation policy for each position. This policy, which is usually part of a larger set of personnel policies, establishes the way employees earn compensation. It must address 1) rates of pay; 2) work hours, including breaks and meal periods; and 3) payment schedules.

Note 2: You must maintain daily time reports to establish the portion of administrative labor that is paid from the nonprofit food service account.

Administrative labor includes planning, organizing and managing the nonprofit food service. Labor costs include base salary, employment taxes, fringe benefits, overtime pay, holiday pay, compensatory leave, incentive payments and severance pay. **Only document the employer's share in column 3.**

Position (such as director, monitor, clerical, training, etc.) **and CACFP Duties** (such as planning, tiering determination, enrollment, etc.)	**1. No. of Personnel in this Position**	**2. Annual Base Salary**	**3. Additional Labor Costs and Benefits (include only the employer's share)**	**4. Total Base Salary and Benefits (2+3)**	**5. No. of Hours Worked Daily**	**6. No. of Hours Spent in Food Service Duties**	**7. Portion of Total Salary and Benefits Paid from the Food Service Account Annually**
Position: Nutrition Director CACFP duties: Oversees Child Nutrition Program.	1	52,373.72	12,864.23	65,237.95	8	8	65,237.95
Position: Nutr. Coordinator CACFP duties: Monitors centers and assist Director as needed.	2	70,081.92	25,861.56	95,943.48	8	8	95,943.48
Position: Clerk CACFP duties: Prepares monthly TDA claim reports.	1	18,193.88	7,446.73	25,640.61	8	8	25,640.61
Position: Secretary CACFP duties: Maintains accts payable records.	1	20,468.16	7,807.20	28,275.36	8	8	28,275.36
						Total Administration Labor Costs	215,097.40

Section II – Budget (continued)

Budget (1B) – Nonprofit Food Service Operation – Budget Justification — This section is used to provide detailed information for each **operations** position that has nonprofit food service responsibilities and is paid from the nonprofit food service account.

Note 1: **You must maintain a written compensation policy for each position. This policy, which is usually part of a larger set of personnel policies, establishes the way employees earn compensation. It must address 1) rates of pay; 2) work hours, including breaks and meal periods; and 3) payment schedules.**

Note 2: **You must maintain daily time reports to establish the portion of administrative labor that is paid from the nonprofit food service account.**

Note 3: **Sponsoring organizations only - Do not include labor costs of your sponsored facilities.**

Operating labor includes the preparation and service of meals to participants. Labor costs include base salary, employment taxes, fringe benefits, overtime pay, holiday pay, compensatory leave, incentive payments and severance pay. **Only document the employer's share in column 3.**

Position (such as cook, caregiver, janitor, etc.) **and CACFP Duties** (such as meal preparation, serving meals, cleanup, etc.)	**1. No. of Personnel in this Position**	**2. Annual Base Salary**	**3. Additional Labor Costs and Benefits (include only the employer's share)**	**4. Total Base Salary and Benefits (2+3)**	**5. No. of Hours Worked Daily**	**6. No. of Hours Spent in Food Service Duties**	**7. Portion of Total Salary and Benefits Paid from the Food Service Account Annually**
Position: Head Cook CACFP duties: Supervise and evaluate personnel assigned to the kitchens, responsible for food operation procedures.	2	51,490.48	21,421.93	72,912.41	8	8	72,912.41
Position: Assistant Cook CACFP duties: Assist in receiving, storing, and meal preparation. Ensure proper amounts of food for respective centers.	2	37,359.36	18,047.42	55,406.78	8	8	55,406.78
Position: Kitchen Helper CACFP duties: Assist in meal preparation, and maintains safety and sanitation requirements.	10	183,396.56	89,425.10	272,821.66	8	8	272,821.66
Position: Food Driver Position: Custodian CACFP duties: Transport meals to assigned centers, maintains vehicles and assist kitchen staff as necessary. Position: Custodian CACFP duties: Assist TDA to distribute meal service and responsible for clean up at the center level.	7 57	129,183.36 246,620.40	64,740.66 114,372.83	193,924.02 360,993.23	8 8	8 2	193,924.02 360,993.23
						Total Operation Labor Costs	956,058.10

Section II – Budget (continued)

Budget (1C) – Nonprofit Food Service Program Requirement – Budget Justification – Contracting Organizations participating in the CACFP must account for the cost of operating a nonprofit food service through the consistent use of generally accepted accounting principles. Allowable costs must be necessary, reasonable, authorized and current. The cost must be properly disclosed and must be allocated so that only the allowable share of the cost is assigned to the program. The organization must specifically identify each cost item in the budget and, where necessary, **must explain how each cost was calculated. Include only those expenses paid from the nonprofit food service account. Write N/A if the cost is not paid from the nonprofit food service account.**

Cost Category	A. Annual Cost for Nonprofit Food Service ADMINISTRATION	B. Annual Cost for Nonprofit Food Service OPERATION
2. Food – This category includes only the net cost of food used and the net cost of delivered meals, not the cost of all food purchased.		
Hidalgo County Head Start Program schedule provides 172 service days @1.96		1,200,197.32
per day for 3,570 children @ 100% CACFP		
(Formula: 172 days X $1.96 per day X 3,570 children)		
Total Food Costs	2A. **N/A**	2B. 1,200,197.32
3. Facilities and Space – This category includes rent, utilities and other space costs.		
Total Facilities and Space Costs	3A.	3B.
4. Supplies and Equipment – This category includes durable supplies, expendable material and supplies and equipment.		
Office Supplies (3 Staff X $166.67 per month X 12 months @ 100% CACFP	6,000.00	
Non-Food Supplies (2 Kitchens X $8,611.12 X 9 months)		155,000.00
Equipment (3 Double Convection Ovens X $9,138.19)		27,414.55
Total Supplies and Equipment Costs	4A. 6,000.00	4B. 182,414.55
5. Purchased Services – This category includes security services, maintenance and janitorial services		
Vehicle Maintenance (9 transport vehicles X $160.50 X 9 months)		13,000.00
Equipment Maintenance(42 centers-1 in each ctr) + 2 Kitchens + 1 Administration		30,000.00
(45 sites X $74.08 X 9 months)		
Total Purchased Services Costs	5A.	5B. 43,000.00
6. Financial Costs – This category includes accounting, audits and bonding costs.		
Total Financial Costs	6A.	6B.

Cost Category	A. Annual Cost for Nonprofit Food Service ADMINISTRATION	B. Annual Cost for Nonprofit Food Service OPERATION
7. Media Costs – This category includes advertising and public relations, communications, publications, printing and reproduction costs.		
Printing - $83.34 X 12 months @ 100% CACFP	1,000.00	
Telephone - Radios - 7 Drivers, 2 Kitchens, 1 Director, 2 Food Monitors (12 staff members X $64.82 X 9 months)		7,000.00
Total Media Costs	7A. 1,000.00	7B. 7,000.00
8. Contracting Organization Costs – This category includes training, travel, administrative appeal costs, legal expenses and other professional services, meetings and conferences, membership, subscriptions and other professional organization activities.		
Local Travel(1 Director+2 Coordinators) - 3 staff X $275.03 X 9 months	7,425.80	
Professional Training (1 Director) $2,837.50 X 2 Trainings/Year - Continuing Education Licensure	5,675.00	
Region One ESC - Coop Membership (Yearly) - Child Nutrition Program - South Texas Coop Annual Fee for cost effective food service related products and services	1,000.00	
Total Contracting Organization Costs	8A. 14,100.80	8B.
9. Other Costs – This category includes any other costs associated with the nonprofit food service.		
Vehicle Fuel - 7 Transport Vehicles X $380.11 X 9 months To transport food from the production kitchens to the 42 centers		23,946.88
Total Other Costs	9A.	9B. 23,946.88

10. Costs for Unaffiliated Facilities – For Sponsoring Organizations Only

☒ **N/A All facilities are affiliated (do not complete the remainder of this page).**

Sponsors of unaffiliated facilities must ensure that each facility maintains a nonprofit food service. The information for this section is obtained from the individual budget pages for each facility.

Enter the projected CACFP costs for each unaffiliated facility.

Name of Facility	A. Annual Cost for Nonprofit Food Service ADMINISTRATION	B. Annual Cost for Nonprofit Food Service OPERATION

11. Summary of Projected Annual Nonprofit Food Service Costs

Cost Category	A. Annual Costs for Nonprofit Food Service ADMINISTRATION	B. Annual Costs for Nonprofit Food Service OPERATION
1. Labor Costs – Salaries, Wages, Taxes and Benefits	(From Page 1, Column 7) 215,097.40	(From Page 2, Column 7) 956,058.10
2. Food	N/A	(From Page 3, Column 2B) 1,200,197.32
3. Facilities and Space	(From Page 3, Column 3A)	(From Page 3, Column 3B)
4. Supplies and Equipment	(From Page 3, Column 4A) 6,000.00	From Page 3, Column 4B) 182,414.55
5. Purchased Services	(From Page 3, Column 5A)	(From Page 3, Column 5B) 43,000.00
6. Financial Costs	(From Page 3, Column 6A)	(From Page 3, Column 6B)
7. Media Costs	(From Page 4, Column 7A) 1,000.00	(From Page 4, Column 7B) 7,000.00
8. Contracting Organization Costs	(From Page 4, Column 8A) 14,100.80	(From Page 4, Column 8B)
9. Other Costs	(From Page 4, Column 9A)	(From Page 4, Column 8B) 23,946.88
10. Unaffiliated Facility Costs	N/A	(From Page 5, Column 10A + 10B)
Total Costs for Nonprofit Food Service	A. 236,198.20	B. 2,412,616.85

12. Summary of Nonprofit Food Service Income

Reimbursements under the CACFP subsidize the nonprofit food service operation but may not be sufficient to cover all nonprofit food service expenses. Any funds specifically designated as nonprofit food service account funds are restricted and may not be used to fund any other costs in your organization.

1. Enter the total annual costs of nonprofit food service (total of Columns A+B above). 2,648,815.05
2. Enter the projected annual CACFP reimbursement for the Program Year. 2,648,815.05
3. Enter the total of other income to the nonprofit food service.....
4. Enter the total of lines 2 and 3. ..... 2,648,815.05

Section III – Training Certification

1. Contracting Organizations certify that all training requirements have been adhered to for:
   a. New Sponsoring Organization staff who perform key activities (this applies to Sponsoring Organizations only);
   b. Current Sponsoring Organization staff who perform key activities (this applies to Sponsoring Organizations only);
   c. Monitors who conduct facility reviews (this applies to Sponsoring Organizations only);
   d. New center staff before program participation (this applies to Sponsoring Organizations and Independent Centers); and
   e. Current staff of participating centers (this applies to Sponsoring Organizations and Independent Centers).

2. Do you certify that all federal and state training requirements have been met? ..... ☒ Yes ☐ No

   If no, attach a detailed written explanation.

Certification

I certify that the information on this form is true and correct to the best of my knowledge, and that I will immediately report to the Texas Department of Agriculture any changes that occur to information submitted in my original or renewal application. I also certify that reimbursement will be claimed only for approved meals served to eligible persons during the hours they are in attendance at approved centers/facilities. I understand that deliberate misrepresentation or withholding of information may result in prosecution under applicable state and federal statutes. I understand that the submittal of false information in this document will result in the denial of my application and termination of my agreement to participate in the CACFP. I also understand that my organization and all individuals providing false information in this document will be placed on the National Disqualified List (NDL) and will be subject to any other applicable civil or criminal penalties.

Teresa Flores — Signature – Official of Contracting Organization

8-12-09 — Date

Teresa Flores — Printed Name – Signing Official

Exeuctive Director — Title – Contracting Organization Official

This document becomes public record and is subject to disclosure. With a few exceptions, you have the right to request and be informed about the information that the Texas Department of Agriculture obtains about you. You are entitled to receive and review the information upon request. You also have the right to ask TDA to correct information that is determined to be incorrect (Government Code, Sections 552.021, 552.023, 559.004). To find out about your information and your right to request corrections, please contact Food and Nutrition Field Operations Office.

For TDA Use Only

Signature –TDA Representative

Date

Title –TDA Representative

AI-17000 **17.B.**

Service Contract for Cell Phones

CC REGULAR

Date:	08/25/2009
Submitted By:	Linda Galaviz, HEAD START
Submitted For:	Edmundo Garcia
Department:	HEAD START
Agenda Category:	Head Start

Information

CAPTION

Discussion/Approval of Request to enter into a Service for Five (5) Motorola ic502 Flip Phones with 1000 Minutes per Phone with Sprint through the Hidalgo County's Membership/Participation in the Houston-Galveston Area Council (HGAC)

BACKGROUND

Policy Council Approval: 08.19.09

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

No Fiscal Impact.

Attachments

Link: Service Contracts for Cell Phones

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/18/2009 12:07 PM	APRV
2	Roland Garcia	Rolando Garcia	08/20/2009 03:59 PM	APRV
3	Auditor's Office	Linda Fong	08/21/2009 04:12 PM	APRV

Form Started By: Linda Galaviz — Started On: 08/17/2009 11:34 AM

Final Approval Date: 08/21/2009

Hidalgo County Head Start Program

Policy Council Agenda

DATE: August 19, 2009

SUBJECT: Discussion/Approval of Request to Enter into a Service Contract for Five (5) Motorola ic502 Flip Phones with 1000 Minutes per Phone with Sprint through the Hidalgo County's Membership/ Participation with Houston-Galveston Area Council (HGAC)

RATIONALE/NEED: The phones will be used by the four (4) Education Area Directors and the Risk Management Specialist. The Area Directors spent more than 90% of this time at the centers, they supervise center staff and they need to be reached at all times. The Risk Management Specialist is required to attend and investigate all accidents and to address emergency issues at all times.

RECOMMENDATION: Administration recommends approval.

COST: Approximate Yearly Cost: $2,771.40

RELATED INFORMATION INCLUDES: County's Cellular Phone Request Form

****

INITIATED BY: Ambrosio Tovar, Procurement Director AT

REVIEWED BY: Edmundo Garcia, Assistant Program Director EG

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

CELLULAR PHONE REQUEST FORM
HIDALGO COUNTY, TEXAS

(1) Type of Request:

☒ Phone and service (NEW)
☐ Phone and service (Porting/Existing number: 956-___-_____)
☐ Plan change
Motorola Model ic502 Phone

☐ User Name Change
☐ Delete Service
☐ Other_____

(2) Requesting employee/position: Teresa Flores, Executive Director

Employee ID #:_____ Office: _____ **Budget Acct. #:**_____

(3) Type of duties:

☐Offsite duties ☒On-call duties ☐Law Enforcement ☒Emergency Response ☐Other:_____

(4) Describe how cell phone will be used: To be used for business while monitoring the operation of all Head Start Centers county wide.

(5) Anticipated usage in minutes per month (check only one): **Monthly Service Fee $54.59 per month**

Sprint	☐ Other	☐ BE1000	☐ Data Plan	☐ Equipment Type	☐ Equipment Cost
Plan Cost	$46.19	$55.00			$ .99

(6) Will phone be used outside of the County of Hidalgo No. If yes indicate where and how frequently

(7) Cell phones come with desktop charger. Additional accessories needed: N/A

Car charger _____ Carrying case _____ Extra battery _____ Other:_____

(8) If requesting a different model or make of cell phone than is supplied under the current contract indicate justification for additional expense For business use while monitoring the operation of all Head Start Centers

Department Head / Elected Official

Teresa Flores	Teresa Flores	8-14-09
↑ Signature ↑	↑ Print Name ↑	↑ Date Signed ↑

APPROVED BY HIDALGO COUNTY COMMISSIONERS' COURT

APPROVAL DATE : _____

For multiple phone requests, please continue on the following page.
V5 – modified 3/12/2008

CELLULAR PHONE REQUEST FORM ("Multiple phones")

HIDALGO COUNTY, TEXAS

Type of Request:	Requesting Employee or Position:	Employee ID#	Model of Phone	Anticipated usage per month	Additional accessories
Cellular Phone	Neomi Flores		Motorolaic502	1,000 minutes	N/A
Cellular Phone	Sandra Renteria		Motorolaic502	1,000 minutes	N/A
Cellular Phone	Juanita Navarro		Motorolaic502	1,000 minutes	N/A
Cellular Phone	Azucena Saenz		Motorolaic502	1,000 minutes	N/A
Cellular Phone	Homero Carrera		Motorolaic502	1,000 minutes	N/A

Department Head/ Elected Official		
Teresa Flores	Teresa Flores	8-14-09
↑ Signature ↑	↑ Print Name ↑	↑ Date Signed ↑

APPROVED BY HIDALGO COUNTY COMMISSIONERS' COURT -- APPROVAL DATE : _____

AI-16999 **17.C.**

Purchase Supplies, Commodities - South Tx Coop

CC REGULAR

Date:	08/25/2009
Submitted By:	Linda Galaviz, HEAD START
Submitted For:	Edmundo Garcia
Department:	HEAD START
Agenda Category:	Head Start

Information

CAPTION

Discussion/Approval to purchase quality food supplies, commodities, kitchen supplies, kitchen equipment, janitorial supplies, uniforms and services through the Hidalgo County Head Start program's membership/participation in the Region One education services center Child Nutrition Program-South Texas Cooperative (CNP-STC)

BACKGROUND

Policy Council Approval: 08.19.09

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

No Fiscal Impact.

Attachments

Link: Purchase Nutrition Supplies, Commodities

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/18/2009 12:05 PM	APRV
2	Roland Garcia	Rolando Garcia	08/20/2009 03:59 PM	APRV
3	Auditor's Office	Linda Fong	08/21/2009 04:13 PM	APRV

Form Started By: Linda Galaviz — Started On: 08/17/2009 11:32 AM

Final Approval Date: 08/21/2009

Hidalgo County Head Start Program
Policy Council Agenda Request

DATE: August 19, 2009

SUBJECT: Discussion/Approval to Purchase Quality Food Supplies, Commodities, Kitchen Supplies, Kitchen Equipment, Janitorial Supplies, Uniforms and Services through the Hidalgo County Head Start Program's Membership/Participation in the Region One Education Services Center Child Nutrition Program-South Texas Cooperative (CNP-STC)

RATIONALE/NEED: The purpose of this agreement is to purchase quality food, kitchen/janitorial supplies, and services at the lowest price.

RECOMMENDATION: Administration recommends approval.

COST: $1,400,000 Year (Estimated)

RELATED INFORMATION INCLUDED: Memo/Participant Info

* *

INITIATED BY: Ambrosio Tovar, Procurement Director

REVIEWED BY: Mr. Edmundo Garcia, Assistant Director

PROGRAM DIRECTOR'S APPROVAL: Teresa Flores

HIDALGO COUNTY HEAD START PROGRAM

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

TO: Edmundo Garcia, Assistant Director

FROM: Ambrosio Tovar, Procurement Director AT
San Juanita Rangel, Child Nutrition Director

DATE: August 5, 2009

SUBJ: Region 1 ESC -South Texas Cooperative Contract Extension

We would like to continue the use of the South Texas Cooperative Inter-local agreement with Region One Education Service Center for another year. This inter-local agreement was originally signed and approve on October 4, 2005. This program has helped Head Start Child Nutrition Program save time and money. This cooperative program performs the bidding process on the food, kitchen/janitorial supplies, and services used by the Head Start Child Nutrition Program.

This inter-local agreement has been beneficial for Head Start and the Child Nutrition Program. It is highly recommended by the Procurement Department and the Child Nutrition Department to renew this contract.

Should you have any questions please let us know. Thank you.



South Texas Cooperative

- Welcome
- SY10 Awarded Bids & Proposals
- SY09 Awarded Bids & Proposals
- Contacts
- Forms
- Links
- Resources
- Food Expo Photo Gallery

Region One ESC welcomes you to the Child Nutrition Program-South Texas Cooperative (CNP-STC). Thank you for your interest and desire to do business with us!

The South Texas Co-op plays an integral part in achieving healthy school meals and efficient business practices by ensuring high quality, customer satisfying, cost effective food and supplies. The primary focus of the co-op is to assist participating members in the administration of a fiscally sound Child Nutrition Program through compliance with bid law requirements. STC will act as a coordinating center for all bids/proposals; authority for such services is granted by section 8.053 of the Texas Education Code.

The STC administers approximately twelve (12) bids/proposals, which are advertised in local newspapers and posted on our Web site. Click here to view current bid opportunities!

- **Competitive Procurement**
  - ***Bids & Proposals***
    - Cafeteria Dining Decor
    - Dairy, Bread & Tortilla Products
    - Dispensed Products
    - Discounted Warehouse Proposal
    - Facility Linen Services
    - Food Service Full Line Items
    - Janitorial Supplies & Paper Products
    - Processing of USDA Commodity Foods
    - Removal of Grease from Traps & Barrels
    - Small Kitchen Wares & Equipment
    - Uniforms & Marketing Items
    - Wireless Temperature Monitoring Systems

Processing of USDA Commodity Foods
STC consolidates USDA Donated Food allocations to districts and places processing orders. Small or medium districts without a co-op could not do this on their own because processing must be done in truckload quantities. By consolidating processing orders, small schools take advantage of the valuable service.

Food Service Product Expo
The South Texas Co-op hosts a Food Service Product Expo for participating members. On October 17th, 2007, STC hosted its first Commodity Processing Forum in conjunction with the Expo. This provided USDA commodity processing manufacturers the opportunity to present items available for SY09 to school district CNP personnel. On October 18th, 2007, STC hosted its fourth Food Service Product Expo at the SPI Convention Centre. Approximately 800 students and district staff attended the show to see and savor various products and equipment geared towards Child Nutrition Programs from over 100 different vendors. Please take a moment to visit our photo gallery! Mark your calendars, in 2009 STC will host its fifth Food Service Product Expo on October 14th & 15th!

If your company/organization would like to receive bid/proposal information, please contact the CNP-STC Purchasing Specialist at (956)-984-6123 or laramos@esc1.net.

Thank you,
Lori Atwood Ramos, RD, LD
CNP-STC Purchasing Specialist

REGION ONE ESC
CHILD NUTRITION PROGRAM - SOUTH TEXAS COOPERATIVE
2009 - 2010 MEMBER LISTING

DISTRICT / ORGANIZATION	ADA	MAILING ADDRESS	CONTACT NAME	EMAIL	PHONE #	FAX #
Brownsville ISD*	48,837	1888 East Price Road Brownsville, Texas 78521	Terry Mendez	terrymendez@bisd.us	(956) 548-8450	(956) 982-2898
Cameron County Purchasing Dept.	-	964 East Harrison Street Brownsville, Texas 78520	Micheal Forbes	mforbes@co.cameron.tx.us	(956) 544-0871	(956) 550-7219
Donna ISD*	14,031	116 North 10th Street Donna, Texas 78537	Maria Luisa Huerta	mlhuerta@donnaisd.net	(956) 464-1814	(956) 464-1933
Edcouch-Elsa ISD	5,654	P.O. Box 127 Edcouch, Texas 78538	Elena Garza	elgarza@eecisd.org	(956) 262-6005	(956) 262-3919
Edinburg CISD*	29,858	1313 East Schunior Edinburg, Texas 78541	Mary De Luna	m.deluna@ecisd.us	(956) 380-8913	(956) 380-8905
Harlingen CISD*	17,894	1901 N. 77 Sunshine Strip Harlingen, Texas 78550	Judy Baker	bakerj@harlingen.isd.tenet.edu	(956) 427-3310	(956) 427-3944
Hidalgo County Headstart Program & Hidalgo County Purchasing Dept.	-	P.O. Box 117 Edinburg, Texas 78540	Ambrosio Tovar	atovar@hchsp.org	(956) 380-4149	(956) 381-0439
	-	100 East Cano, 4th Floor Edinburg, Texas, 78539	Martha Salazar	martha.salazar@co.hidalgo.tx.us	(956) 318-2626	(956) 318-2629
Hidalgo ISD	3,396	1217 East Pirate Drive Hidalgo, Texas 78557	Juan Trevino	jrtrevino64@yahoo.com	(956) 843-3170	(956) 843-3313
IDEA Public Schools	2,714	505 Angelita Dr. suite 9 Weslaco, Texas 78596	John Garland	jgarland@ideapublicschools.org	(956) 377-8000	(956) 447-3796
Jim Hogg CISD (SSC)	1,101	210 West Lucille Hebbronville, Texas 78361	Juan Herrera	juan.herrera@jhcisd.net	(361) 527-3203 Ext. 2163	(361) 527-4823
La Feria ISD	3,355	P.O. Box 1159 La Feria, Texas	Aida Guerra	aida.guerra@laferiaisd.org	(956) 797-2585	(956)797-9205
La Joya ISD	26,109	310-A East Expressway 83 La Joya, Texas 78560	Minerva Acosta	m.acosta4@lajoyaisd.net	(956) 580-6073	(956) 580-5057
Laredo ISD	25,148	P.O. Box 2457 Laredo, Texas 78044	Margaret Lopez	marlopez@laredoisd.org	(956) 795-3650	(956) 795-3657
Lasara ISD (SSC)	382	P.O. Box 57 Lasara, Texas 78561	Elvia Robles	erobles@lasaraisd.net	(956) 642-5102	(956) 642-3546
La Villa ISD (SSC)	592	P.O. Box 9 La Villa, Texas 78562	Mary Cazares	cazaresluna@yahoo.com	(956) 262-4755	(956) 262-9564
Los Fresnos CISD	9,108	P.O. Box 309 Los Fresnos, Texas 78566	Jorge Metsker-Galarza	jmetsker-galarza@lfcisd.net	(956) 254-5055	(956) 233-1634
Lyford CISD* (SSC)	1,540	P.O. Drawer 220 Lyford, Texas 78569	Maggie Quilantan	maggie.quilantan@lyfordcisd.net	(956) 347-3907	(956) 347-5201
McAllen ISD	24,973	2000 North 23rd Street McAllen, Texas 78501	Carmen Ocanas-Lerma	clerma@mcallenisd.net	(956) 632-3226	(956) 618-7347

DISTRICT / ORGANIZATION	ADA	MAILING ADDRESS	CONTACT NAME	EMAIL	PHONE #	FAX #
Mercedes ISD*	5,503	P.O. Box 419 Mercedes, Texas 78570	Cynthia Cardenas	ccardenas@misdtx.net	(956) 514-2037	(956) 514-2039
Mission CISD*	15,595	1201 Bryce Drive Mission, Texas 78572-4399	Rosy Woodrum	rwoodrum@mcisd.org	(956) 323-3800	(956) 323-3820
Monte Alto ISD (SSC)	658	RR 1 Box 116 Monte Alto, Texas 78538	Juan Gutierrez	jgutierrez@maisd.esc1.net	(956) 262-6136	(956) 262-5535
Pharr-San Juan-Alamo ISD	29,999	800 South Stewart Road San Juan, Texas 78589	Imelda Palacios	aipalacios@psja.k12.tx.us	(956) 784-8545	(956) 702-5979
Point Isabel ISD (SSC)	2,611	2nd & Oklahoma Port Isabel, Texas 78578	Nicole Gallegos	ngallegos@pi-isd.net	(956) 943-0079	(956) 943-0351
Progreso ISD (SSC)	2,041	P.O. Box 610 Progreso, Texas 78579	Anadelia Rodriguez	anarodriguez@progresoedu.net	(956) 565-4142 Ext. 233	(956) 565-9402
Raymondville ISD (SSC)	2,304	One Bearkat Blvd. Raymondville, Texas 78580	Margaret Reyna	reynam@raymondvilleisd.org	(956) 689-8184	(956) 689-8153
Rio Grande CISD	9,930	Fort Ringold Rio Grande City, Texas 78582	Patsy Ramirez	rgccnp@yahoo.com	(956) 488-6206	(956) 716-6794
Rio Grande Marine Institute	-	27615 Buena Vista Road Los Fresnos, Texas 78566	Alma Echartea	rgmi-aa@amikids.org	(956) 233-5795	(956) 233-3124
Rio Hondo ISD	2,350	215 West Colorado Street Rio Hondo, Texas 78583	Leonor Gomez	leonor@mail.riohondoisd.net	(956) 748-1046	(956) 748-1183
Roma ISD (SSC)	6,320	P.O. Box 187 Roma, Texas 78584	J.J. Trevino	jjtrevino@romaisd.com	(956) 849-3891	(956) 849-7331
San Benito ISD	11,044	240 North Crockett San Benito, Texas 78586	Jana Landrum	jlandrum@sbcisd.net	(956) 361-6400	(956) 361-0674
San Isidro ISD (SSC)	277	P.O. Box 10 San Isidro, Texas 78588	Leonel Olivarez	leonelo@granderiver.net	(956) 481-3101	(956) 481-3597
San Perlita ISD	279	P.O. Box 37 San Perlita, Texas, 78590	Chris Cortez	ccortez@spisd.org	(956) 248-5562	(956) 248-5561
Santa Maria ISD (SSC)	657	P.O. Box 448 Santa Maria, Texas 78592	Cynthia Casas	ccasas@smisd.net	(956) 565-6308	(956) 565-0598
Santa Rosa ISD (SSC)	1,197	P.O. Box 368 Santa Rosa, Texas 78593	Lucio Mendoza	lmendoza@srtx.org	(956) 636-9810	(956) 636-9811
Sharyland ISD	8,897	1106 North Shary Road Mission, Texas 78572	Cynthia Sanchez	cssanchez@sharylandisd.org	(956) 580-5200 Ext. 1085	(956) 580-5225
South Texas ISD (SSC)	2,660	100 Med High Drive Mercedes, Texas 78570	Ray Coody	ray.coody@stisd.net	(956) 514-4236	(956) 514-0543
United ISD	39,009	5201 Bob Bullock Loop Laredo, Texas 78041	Adalberto Ramirez	aramirez@uisd.net	(956) 473-6557	(956) 473-6595
Valley View ISD	4,356	Rt. 1 Box 122 Pharr, Texas 78577	Karla L. Rodriguez	karlarodriguez@vview.net	(956) 787-1400	(956) 787-4255
Weslaco ISD	16,188	306 North Bridge Street Weslaco, Texas 78596	Dora Pena	dpena@wisd.us	(956) 969-6593	(956) 969-6596
Zapata CISD (SSC)	3,648	P.O. Box 158 Zapata, Texas 78076	Lesvia Cuellar	l_cuellar@zcisd.esc1.net	(956) 765-6546 Ext. 2220 or 2422	(956) 765-3279 (956)765-5940

DISTRICT / ORGANIZATION	ADA	MAILING ADDRESS	CONTACT NAME	EMAIL	PHONE #	FAX #
REGION 2 MEMBERS**						
Flour Bluff ISD	5,582	2505 Waldron Road Corpus Christi, Texas 78418	Yvette Jacinto	yjacinto@flourbluffschools.net	(361) 694-9050	(361) 694-9812
Robstown ISD	3,567	801 North First Robstown, Texas 78380	Lally Carbajal	hilaria.carbajal@robstownisd.org	(361) 767-6600 Ext. 2056	(361) 387-6982
Riviera ISD	493	203 Seahawk Drive Rivera, Texas 78379	Lupita Guerra	lguerra@rivieraisd.esc2.net	(361) 296-3101 Ext. 1004	(361) 296-3108
Taft ISD	1,369	400 College Street Taft, Texas 78390	John Cavazos	jcavazos1@taftisd.net	(361) 528-2636 Ext. 2465	(361) 528-3440

** Denotes current CNP-STC Advisory Committee Members (7)*

*** Denotes Region 2 CNP-STC Members for commodity processing only (5)*

(SSC) *Denotes Region One ESC Small Schools Consortium (SSC) members (14)*

Current Region One Members: 36-School Districts, 1-Charter School, 3-Other

Current student enrollment: 380,215

Average Daily Attendence (ADA) based on October 2007 PEIMS Data

AI-16990 **18.A.**

WIC Temp. Staff for New Food Package Rollout (NFP) FY 2009 Grant (1292)
CC REGULAR

Date:	08/25/2009
Submitted By:	Margarita Gonzalez, WIC
Submitted For:	Norma L. Longoria,WIC Director
Department:	WIC
Agenda Category:	WIC

Information

CAPTION

WIC- New Food Pkg.(NFP) Grant (1292):
1. Approval to accept grant award for the New Food Package (NFP) Rollout Program grant for fiscal year 2009 (September 1, 2009 through December 31, 2009).
2. Approval of Certification of Revenues as certified by the County Auditor for the New Food Package (NFP) grant in the amount of $160,868.15 for fiscal year 2009.
3. Approval to appropriate NFP Budget as per Department of State Health Services (DSHS) for Hidalgo County WIC
Department New Food Package (NFP) grant in the amount of $160,868.15 for fiscal year 2009.
4. Approval of salary schedule

BACKGROUND

Positions funded 100% with grant funds.
Temporary Positions: Twenty-seven (27) temporary full-time
Tile: Clerk
Slot no.'s: T001 through T027
Budgeted Salary: $8.00 hr./ $16,640.00 per yr
Positions effective from September 01, 2009 to December 31, 2009
Approval Letter: See attached

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1292-441-00-350-010-9-XXX

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

BUDGETARY IMPACT:

See attached budget appropriation.
Revenue Acct: 9-1292-331-10-350-010-9-000

Attachments

Link: Approval for Temp Staff for New Food Pkg.
Link: WIC NFP Grant FY 09 appropriation
Link: Salary Schedule

Link: Fiscal Note

Link: WIC- NFP Cert. of Rev. letter

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/18/2009 04:32 PM	APRV
2	Erika Zamora	Erika Zamora	08/19/2009 09:37 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	08/20/2009 02:26 PM	APRV
4	Ivan Cantu	Ivan Cantu	08/21/2009 09:54 AM	APRV
5	Auditor's Office	Linda Fong	08/21/2009 04:14 PM	APRV
6	Purchasing Department		08/21/2009 05:31 PM	NEW

Form Started By: Margarita Gonzalez — Started On: 08/17/2009 09:56 AM

Final Approval Date: 08/21/2009

TEXAS
Department of
State Health Services

Memorandum

TO: Regional Medical Directors for Health Service Regions 4/5, 6 & 5 South, 9/10 and 11
WIC Local Agency Directors

#09-110

FROM: Mike Montgomery, Section Director **(Original Signed)**
Nutrition Services Section

DATE: July 31, 2009

SUBJECT: Use of Temporary Staff for New WIC Food Package Rollout

The changes to the WIC food packages beginning October 1st will result in the need for special instructions to be provided to WIC clients. We want to ensure that clients have a clear understanding of the changes prior to leaving the clinic in order to alleviate any confusion when it is time to shop for their benefits. We realize that your staff is already stretched to the limit given your current caseload. Therefore, the use of temporary staff during the time of transition is recommended. As many of you know, temporary staff proved very beneficial during EBT rollout. We expect to reap those same benefits by using temporary staff during the new food package transition.

In order to have adequate time to prepare and train the temporary staff, approval will be provided to employ them during the months of September through December. This will also allow the temporary staff time to attend the necessary trainings including civil rights, customer service and trainings on the new food package (NFP) changes. State-provided NFP trainings will be occurring via IDL, Qwest and in-person at a location near your agency.

The following are some ideas for the use of temporary staff.

- Assemble packets of the new WIC food package education materials.
- Greet clients in the waiting room and inquire about changes they may need to have made to their food package.
- Explain the difference in the packages to breastfeeding moms in the waiting room.
- Teach the new WIC food package class.
- As clients leave the clinic, have the temp see if they have any questions about the new WIC foods or their shopping lists.
- Visit the grocery stores and assist participants at the store.

Local Agencies (LAs) may hire up to one temporary staff member per full-time clinic site equivalent (open 172 hours/month) without further approval from the State Agency (SA). For

example, if the agency has five sites open a total of 1,100 hours, the LA would take 1,100 divided by 172, which equals to 6.39. So, the agency may hire up to six temps and determine which clinics the temporary staff will work. Please bill temporary staff on a separate *State of Texas Purchase Voucher* (B-13) labeled "NFR temps." If an LA would like additional temporary staff beyond the one-per-clinic-site equivalent, the agency must receive SA approval. Contact Benny Jasso, Program Specialist, Clinic Services Branch, at benny.jasso@dshs.state.tx.us to request additional temporary staff. Please include the number of staff requested, a justification of need and the LA's total number of open clinic hours.

If you have any questions concerning the use of temporary staff during the transition to the New WIC Food Package or require additional information, please contact Shirley Ellis, Clinic Services Project Coordinator, Clinic Services Branch, at (512) 341-4570 or shirley.ellis@dshs.state.tx.us.

DATE: August 20, 2009

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Department of Budget & Management for WIC New Food Package (NFP) Grant

ACCOUNT NUMBER: 9-1292-441-00-350-010-9-XXX

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

2009
Appropriation

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
9-1292-441-00-350-010-9- 121	WIC-New Food Package (NFP)-	Temporary F/T Employees	148,608.00
9-1292-441-00-350-010-9- 220	WIC-New Food Package (NFP)-	FICA	11,368.51
9-1292-441-00-350-010-9- 250	WIC-New Food Package (NFP)-	Unemployment Comp.	743.04
9-1292-441-00-350-010-9- 260	WIC-New Food Package (NFP)-	Workers' Comp	148.60
	Total Appropriations		**160,868.15**
9-1292-331-10-350-010-9- 000	WIC-New Food Package (NFP) Grant Revenues		160,868.15
	Total Revenues		**160,868.15**
		TOTAL BUDGET INCREASE (DECREASE)	**160,868.15**

REASON: To appropriate the WIC New Food Package Rollout Program (NFP) grant for fiscal year 2009 (September 1, 2009 through December 31, 2009). Funding will be utilized to fund twenty-seven (27) Temp F/T Clerk positions with fringes

DEPARTMENT HEAD SIGNATURE

/ /

APPROVED COMMISSIONERS' COURT DATE ATTEST COUNTY CLERK

HIDALGO COUNTY
COMMISSIONER COURT
2009 SALARY SCHEDULE

1292-441-00-350-010-9-

AI - 16990

WIC- NEW FOOD PACKAGE (NFP)

Slot #	Obj Code	POSITION TITLE	2008 BUDGETED SALARY	2009 ADJUSTED SALARY	2009 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2009 BUDGETED SALARY APPROVED	2009 ACTUAL SALARY	Other Allowances					2009 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
T001	121	CLERK	0.00	0.00	16,640.00		0.00	0.00	16,640.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
T002	121	CLERK	0.00	0.00	16,640.00		0.00	0.00	16,640.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
T003	121	CLERK	0.00	0.00	16,640.00		0.00	0.00	16,640.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
T004	121	CLERK	0.00	0.00	16,640.00		0.00	0.00	16,640.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
T005	121	CLERK	0.00	0.00	16,640.00		0.00	0.00	16,640.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
T006	121	CLERK	0.00	0.00	16,640.00		0.00	0.00	16,640.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
T007	121	CLERK	0.00	0.00	16,640.00		0.00	0.00	16,640.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
T008	121	CLERK	0.00	0.00	16,640.00		0.00	0.00	16,640.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
T009	121	CLERK	0.00	0.00	16,640.00		0.00	0.00	16,640.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
T010	121	CLERK	0.00	0.00	16,640.00		0.00	0.00	16,640.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
T011	121	CLERK	0.00	0.00	16,640.00		0.00	0.00	16,640.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
T012	121	CLERK	0.00	0.00	16,640.00		0.00	0.00	16,640.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
T013	121	CLERK	0.00	0.00	16,640.00		0.00	0.00	16,640.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
T014	121	CLERK	0.00	0.00	16,640.00		0.00	0.00	16,640.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
T015	121	CLERK	0.00	0.00	16,640.00		0.00	0.00	16,640.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
T016	121	CLERK	0.00	0.00	16,640.00		0.00	0.00	16,640.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
T017	121	CLERK	0.00	0.00	16,640.00		0.00	0.00	16,640.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
T018	121	CLERK	0.00	0.00	16,640.00		0.00	0.00	16,640.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
T019	121	CLERK	0.00	0.00	16,640.00		0.00	0.00	16,640.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
T020	121	CLERK	0.00	0.00	16,640.00		0.00	0.00	16,640.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
T021	121	CLERK	0.00	0.00	16,640.00		0.00	0.00	16,640.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
T022	121	CLERK	0.00	0.00	16,640.00		0.00	0.00	16,640.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
T023	121	CLERK	0.00	0.00	16,640.00		0.00	0.00	16,640.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
T024	121	CLERK	0.00	0.00	16,640.00		0.00	0.00	16,640.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
T025	121	CLERK	0.00	0.00	16,640.00		0.00	0.00	16,640.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
T026	121	CLERK	0.00	0.00	16,640.00		0.00	0.00	16,640.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
T027	121	CLERK	0.00	0.00	16,640.00		0.00	0.00	16,640.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		TOTAL	0.00	0.00	449,280.00		0.00	0.00	449,280.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

HIDALGO COUNTY
COMMISSIONER COURT
2009 SALARY SCHEDULE

1292-441-00-350-010-9-

AI - 16990

WIC- NEW FOOD PACKAGE (NFP)

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	

Requesting approval of salary schedule to include twenty-seven (27) temporary full-time Clerk positions, slot no.'s T001 through T027, budgeted salary, $8.00 per hr./ $16,640.00 per year, effective 09/01/2009 through December 31, 2009.

Hidalgo County
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
From: Raul Silguero Jr., Budget Officer
CC Date: Tuesday, August 25, 2009 **Agenda Item:** 16990

Summary of request/proposal:
The WIC Department is requesting approval of salary schedule to include twenty-seven (27) temporary full-time Clerk positions, slot no.'s T001 through T027, budgeted salary, $8.00 per hr./ $16,640.00 per year, effective 09/01/2009 through December 31, 2009. Positions to be utilized for the NEW FOOD PACKAGE GRANT (NFP).

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1292		T001	121	0.00	16,640.00	16,640.00
1292		T002	121	0.00	16,640.00	16,640.00
1292		T003	121	0.00	16,640.00	16,640.00
1292		T004	121	0.00	16,640.00	16,640.00
1292		T005	121	0.00	16,640.00	16,640.00
1292		T006	121	0.00	16,640.00	16,640.00
1292		T007	121	0.00	16,640.00	16,640.00
1292		T008	121	0.00	16,640.00	16,640.00
1292		T009	121	0.00	16,640.00	16,640.00
1292		T010	121	0.00	16,640.00	16,640.00
1292		T011	121	0.00	16,640.00	16,640.00
1292		T012	121	0.00	16,640.00	16,640.00
1292		T013	121	0.00	16,640.00	16,640.00
1292		T014	121	0.00	16,640.00	16,640.00
1292		T015	121	0.00	16,640.00	16,640.00
1292		T016	121	0.00	16,640.00	16,640.00
1292		T017	121	0.00	16,640.00	16,640.00
1292		T018	121	0.00	16,640.00	16,640.00
1292		T019	121	0.00	16,640.00	16,640.00
1292		T020	121	0.00	16,640.00	16,640.00
1292		T021	121	0.00	16,640.00	16,640.00
1292		T022	121	0.00	16,640.00	16,640.00
1292		T023	121	0.00	16,640.00	16,640.00
1292		T024	121	0.00	16,640.00	16,640.00
1292		T025	121	0.00	16,640.00	16,640.00
1292		T026	121	0.00	16,640.00	16,640.00
1292		T027	121	0.00	16,640.00	16,640.00
		TOTAL		0.00	449,280.00	449,280.00

Budgetary Impact:

WIC NEW FOOD PACK. (NFP) GRANT

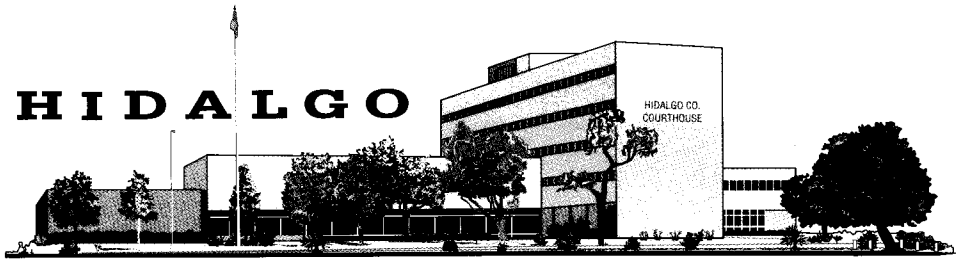
INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
9-1292-441-00-350-010-0-	121	WIC NEW FOOD PKG. (NFP)-	TEMP F/T EMPLOYEES	$148,608.00
9-1292-441-00-350-010-0-	211	WIC NEW FOOD PKG. (NFP)-	HEALTH INSURANCE	-
9-1292-441-00-350-010-0-	212	WIC NEW FOOD PKG. (NFP)-	LIFE INSURANCE	-
9-1292-441-00-350-010-0-	220	WIC NEW FOOD PKG. (NFP)-	FICA	$11,368.51
9-1292-441-00-350-010-0-	230	WIC NEW FOOD PKG. (NFP)-	RETIREMENT	-
9-1292-441-00-350-010-0-	250	WIC NEW FOOD PKG. (NFP)-	UNEMPLOYMENT COMP	$743.04
9-1292-441-00-350-010-0-	260	WIC NEW FOOD PKG. (NFP)-	WORKER'S COMP	$148.60
			2009 Budgetary Impact	$160,868.15

2010 Budgetary Impact: -

Possible Funding Sources: BUDGET APPROPRIATION

Budget Office Recommendation:

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

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

August 21, 2009

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

RE: Certification of Revenue

Dear Judge and Commissioners:

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

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

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

AMOUNT	GRANT
$160,868.15	Memorandum #09-110 WIC Food Package Rollout

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

8-21-09
Date

HIDALGO COUNTY DISTRICT JUDGES

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

Linda Fong

From: Mike Escaname [mike.escaname@auditor.co.hidalgo.tx.us]
Sent: Thursday, August 20, 2009 11:16 AM
To: 'Linda Fong'
Cc: 'rosalinda'; becky.luna@auditor.co.hidalgo.tx.us; 'Armando U. Perez'
Subject: FW: Request for Information: WIC Temp Staff for New Food Package Rollout (CERTIFICATION OF REVENUES)
Attachments: WIC- AI 16990 Fiscal Note.pdf; Temporary Staff (621 KB)

Linda,

Agenda item # 16990 from WIC requires a Certification of Revenues for a total of $160,868.15; (reference computation below).

The WIC Food package rollout has authorized the hiring of 1 temporary staff per full-time clinic site; The Budget Appropriation will be based on the following computations:

27 full-time Hidalgo County Clinics;

27 temporary employees

172 hours per month

4 months (Sept through Dec)

$8.00 per hour

27 temps times 172 hours per month = 4,644 hours / month

4,644 hours / month times 4 months (Sept through Dec) = 18,576 hours total for project

18,576 hours times $8.00 / hr = $148,608.00

Times FICA Rate of 7.65%	11,368.51
Times Unemp Comp of .005	743.04
Times Work Comp of .0010	148.60
Total Appropriation	**$160,868.15**

I will submit this amount to the Budget Dept also so that they can adjust their fiscal note. (Rosie from the Budget office used a worksheet that is set up using days). (I used the 172 hours allowed per clinic per month).

Mike E.

AI-17001 **19.A.**

Sheriff's Office--Border Security Equipment and Technology Program (BSET)

CC REGULAR

Date:	08/25/2009
Submitted By:	Emilia Uriegas, SHERIFF DEPT.
Submitted For:	Anacleto Martinez
Department:	SHERIFF DEPT.
Agenda Category:	Sheriff's Office

Information

CAPTION

Approval to accept grant period extension for the Border Security Equipment and Technology Program (BSET) grant with the Texas Division of Emergency Management, Office of the Governor. New termination date is December 31, 2009.

BACKGROUND

The prior grant period was May 01, 2008 to August 31, 2009. GDEM Grant Number: BSET-08-003.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1284-421-00-280-044-9-XXX

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

BUDGETARY IMPACT:

No Budgetary Impact. Grant period extension.
New grant period is May 01, 2008 to December 31, 2009.

Attachments

Link: BSET.grant.extension

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Pat Medina	Pat Medina	08/20/2009 02:29 PM	APRV
2	Erika Zamora	Erika Zamora	08/21/2009 01:10 PM	APRV
3	Manuel Chapa	Manuel Chapa	08/21/2009 02:39 PM	APRV
4	Budget & Management	Erika Zamora	08/21/2009 03:39 PM	APRV
5	Manuel Chapa	Manuel Chapa	08/21/2009 03:45 PM	APRV
6	Auditor's Office	Linda Fong	08/21/2009 04:15 PM	APRV
7	Purchasing Department		08/21/2009 05:31 PM	NEW

Form Started By: Emilia Uriegas — Started On: 08/17/2009 11:56 AM

Final Approval Date: 08/21/2009

GRANT ADJUSTMENT NOTICE

TEXAS DIVISION OF EMERGENCY MANAGEMENT

Program Title:	Border Security Equipment and Technology (BSET) Program
Funding Instrument:	General Appropriations Act, Article IX, Section 19.69c, 80th Legislature
Administered by:	Texas Division of Emergency Management Texas Department of Public Safety P.O. Box 4087 Austin, Texas 78773-0220
GDEM Grant Number:	BSET-08-003
Recipient:	Hidalgo County Sheriff's Office (Hidalgo County)
Amount of Grant:	
Period of Grant:	15 February 2008 through 31 December 2009
Type of Action	☐ Increase in Funds ☐ Decrease in Funds ☐ Close-out Document ☒ Grant Period Extension
Grant Adjustment #:	1

AGENCY APPROVAL
Jack Colley Chief
Date: 08/01/2009

Emilia Uriegas

From: Mike Escaname [mike.escaname@auditor.co.hidalgo.tx.us]
Sent: Wednesday, August 05, 2009 10:56 AM
To: 'Emilia Uriegas'
Subject: FW: BSET Grant 08-003 Period of Performance Grant Adjustment Notice (GAN) - Hidalgo County SO

FYI

From: Ray Eufracio [mailto:ray.eufracio@auditor.co.hidalgo.tx.us]
Sent: Wednesday, August 05, 2009 10:46 AM
To: 'Mike Escaname'
Cc: 'Linda Fong'; becky.morales@auditor.co.hidalgo.tx.us
Subject: FW: BSET Grant 08-003 Period of Performance Grant Adjustment Notice (GAN) - Hidalgo County SO

From: Ryan-Bunger, Gisela [mailto:Gisela.Ryan-Bunger@txdps.state.tx.us]
Sent: Wednesday, August 05, 2009 9:38 AM
To: ray.eufracio@auditor.co.hidalgo.tx.us
Cc: Garza, Ray
Subject: BSET Grant 08-003 Period of Performance Grant Adjustment Notice (GAN) - Hidalgo County SO

Dear Mr. Eufracio:

Attached for your information is the Grant Adjustment Notice for the Border Security Equipment and Technology (BSET) Grant issued to the Hidalgo County Sheriff's Office. This grant adjustment extends the current period of performance through 31 December 2009.

Please contact me if you have any questions.

Regards,

Gisela Ryan-Bunger
Operations Section Administrator
Governor's Division of Emergency Management
512-424-2271
gisela.ryan-bunger@txdps.state.tx.us

AI-17019 **19.B.**

OCDEFT Overtime Grants

CC REGULAR

Date:	08/25/2009
Submitted By:	Emilia Uriegas, SHERIFF DEPT.
Submitted For:	Anacleto Martinez
Department:	SHERIFF DEPT.
Agenda Category:	Sheriff's Office

Information

CAPTION

Sheriff's Office - OCDETF:
1. Approval to de-obligate remaining balance of $2,354.52 in OCDETF (SW-TXS-0621) overtime grant (Account #9-1284-421-00-280-045-9-131) and transfer amount to OCDETF (SW-TX-0662) overtime grant (Account #9-1284-421-00-280-061-9-131).
2. Approval of Certification of Revenues as certified by the County Auditor for the OCDETF (SW-TXS-0662).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1284-421-00-280-061-9-131

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

BUDGETARY IMPACT:

Deobligation of funds in the amount of $2,354.52 from 9-1284-421-00-280-045-9-131 OCDETF - SW-TXS-0621 (Revenue account 9-1284-331-10-280-045-9-000).

Appropriation of funds in the total amount of $2,354.52 for 9-1284-421-00-280-061-9-131 - OCDETF - SW-TXS-0662. (Revenue account 9-1284-331-10-280-061-9-000)

Attachments

Link: ocdetf.notice

Link: ocdeft.transfer

Link: letter Cert of Rev

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Pat Medina	Pat Medina	08/20/2009 02:29 PM	APRV
2	Manuel Chapa	Manuel Chapa	08/21/2009 08:50 AM	APRV
3	Budget & Management	Erika Zamora	08/21/2009 12:40 PM	APRV
4	Manuel Chapa	Manuel Chapa	08/21/2009 01:27 PM	APRV
5	Auditor's Office	Linda Fong	08/21/2009 04:26 PM	APRV

6	Purchasing Department	08/21/2009 05:31 PM	NEW
Form Started By: Emilia Uriegas		Started On: 08/18/2009 11:13 AM	
Final Approval Date: 08/21/2009			

Law Enforcement Sensitive

U.S. Department of Justice

United States Attorney
Organized Crime Drug Enforcement Task Forces
Southwest Region

P.O. Box 61129
Houston, TX 77208

713-567-9000
Fax: 713-718-3307

Memorandum

August 3, 2009

To: Mr. Rudy Espinoza
Hidalgo County Sheriff's Office
711 El Cibolo Road
Edinburg, TX 78539

From: Kenneth Magidson
AUSA OCDETF Coordinator
Southwest Region

Re: Organized Crime Drug Enforcement Task Force (OCDETF) Overtime and Authorized Expense Program for Fiscal 2009

OCDETF Investigatiion #	DCN:	Sponsoring Federal Agency:
SW-TXS-0662	I056178	DEA

Hidalgo County Sheriff's Office

At this time the Coordination Group has agreed to obligate additional funding in the above captioned agreement in the amount of $2,354.52. This obligation gives your agency a total amount funded of $5,854.52 for this fiscal year which ends September 30, 2009.

Funding History	Funding Date	Change	Total
Beginning Agreement Amount	05/01/2009	$ 3,500.00	$ 3,500.00
Funding Change	07/30/2009	$ 2,354.52	$ 5,854.52

No further reimbursements will be authorized without a written request, and authorization from, the OCDETF Core City Coordinators. You should ensure that you do not exceed your allocation.

Emilia Uriegas

From: Alvarez, Jorge E. [Jorge.E.Alvarez@usdoj.gov]
Sent: Tuesday, August 18, 2009 10:19 AM
To: emilia.uriegas@hidalgoso.org
Subject: FW: Moving of OT balances

-----Original Message-----
From: Bryant, Jessie M
Sent: Wednesday, July 29, 2009 7:00 AM
To: Alvarez, Jorge E.
Subject: RE: Moving of OT balances

Thank you and in the future for all coorespondence to us please only use the OCDETF #. We work with over 300 state/locals and over 200 OCDETF #'s. There is over $2000 in each of these accounts and I did not think you would be using an additional $4000.

SW-TXS-621 there is $2,354.52 bills received thru April
SW-TXS-672 there is $2,083.22 bills received thru April

SW-TXS-662 the balance is $1,842.08 for bills received thru June

I remember our conversation and will move money from SW-TXS-0621 into SW-TXS-0662
Thanks

Jessie M. Bryant
OCDETF Records Examiner Analyst
(713) 693-3150
fax (713) 693-3663
cell (281) 831-2230
Jessie.M.Bryant@usdoj.gov

-----Original Message-----
From: Alvarez, Jorge E.
Sent: Tuesday, July 28, 2009 2:48 PM
To: Bryant, Jessie M
Subject: RE: Moving of OT balances

Jessie,

The first OCEDTF case we got approved for OT was M5-07-0044 / SW-TXS-0672; this one should have approximately $1,500.00 in the account. The second case is M5-05-0057 / SW-TXS-0621; this one should have about the same amount $1,500.00 in the account.

The new one is M5-09-0086 / SW-TXS-0662; this one should have approximately $1,200.00 in

the account. All OT hours are being put on this case as per our previous conversation. I am aware that there are only three months left in the fiscal year but I just want to make sure that there is money to cover the hours on the new case. I believe that $1,200.00 is enough but there is a possibility that we might need a little more and just want to make sure that we can use monies from the other two cases noted above if needed.

Thanks for your help!!!

TFO Jorge E. Alvarez
McAllen District Office
Strike Force Group D81
(956)992-8503

-----Original Message-----
From: Bryant, Jessie M
Sent: Tuesday, July 28, 2009 10:56 AM
To: Alvarez, Jorge E.
Subject: RE: Moving of OT balances

What OCDETF #'s are you referring to?

Please note it is your responsibility to keep cumulative totals on all of your paperwork

Jessie M. Bryant
OCDETF Records Examiner Analyst
(713) 693-3150
fax (713) 693-3663
cell (281) 831-2230
Jessie.M.Bryant@usdoj.gov

-----Original Message-----
From: Alvarez, Jorge E.
Sent: Monday, July 20, 2009 4:52 PM
To: Bryant, Jessie M
Subject: Moving of OT balances

Jessie,

I spoke with Rudy regarding your email. I think that if we move the balances on the first two cases into the new one, we should be fine until the end of the fiscal year. Please let me know if this can be done.

Thanks!!!

TFO Jorge E. Alvarez
DEA McAllen DO
Strike Force Group D81

DATE: August 18, 2009

DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino

DEPARTMENT NAME: OCDETF SW-TXS-0621/OCDETF SW-TX-0662

ACCOUNT NUMBER: 9-1284-421-00-280-0XX-9-131

SUBJECT: **Budget Amendments (Increases) in Accordance with Local Government Co
111, Subchapter C**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Amendments (increases) to my budget in accordance wit
Code, Chapter 111, Subchapter C

INCREASE OBJECT NUMBER(S)	ACCOUNT OBJECT NAME
9-1284-421-00-280-045-9-131	OCDETF SW-TXS-0621- OVERTIME PAY
9-1284-331-10-280-045-9-000	OCDETF SW-TXS-0621- REVENUES
9-1284-421-00-280-061-9-131	OCDETF SW-TXS-0662- OVERTIME PAY
9-1284-331-10-280-061-9-000	OCDETF SW-TXS-0662- REVENUES

TOTAL APPROPRIATIONS

REASON: **To de-obligate remaining balance in OCDETF (SW-TXS-0621) overtime grant buc
amount to OCDEFT (SW-TX-0662) overtime grant budget, as per the Organized
Enforcement Task Force, U.S. Department of Justice.**

/

DEPARTMENT HEAD SIGNATURE **DAT**

APPROVED COMMISSIONERS' COURT **ATTEST COUN**

de, Chapter

th Local Government

AMOUNT
(2,354.52)
(2,354.52)
2,354.52
2,354.52
0.00

dget and transfer
Crime Drug

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E

NTY CLERK

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

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

August 7, 2009

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

RE: Certification of Revenue

Dear Judge and Commissioners:

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

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

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of the following additional grant award from the Organized Crime Drug Enforcement Task Forces (OCDETF) Program. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	GRANT
$2,354.52	SW-TXS-0662 OCDETF Investigation/Strategic Initiative

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

8-7-09
Date

HIDALGO COUNTY DISTRICT JUDGES

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

AI-17114 **20.A.**

Funding Request - Mile 2 West

CC REGULAR

Date:	08/25/2009
Submitted By:	Sergio Cruz, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Precinct #1

Information

CAPTION

Discussion and consideration regarding funding request for Mile 2 West road improvements.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Sergio Cruz	Started On: 08/21/2009 05:16 PM
Final Approval Date: 08/21/2009	

AI-17070 **21.A.**

2009 Tax Rate - Effective and Rollback

CC REGULAR

Date: 08/25/2009
Submitted By: Sergio Cruz, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT
Agenda Category: Tax Office

Information

CAPTION

1. Submission of 2009 effective and rollback tax rates.

2. Discussion of 2009 planning calendar.

3. Discussion of 2009 tax rates.

4. Record vote on proposed 2009 tax rate and schedule two (2) public hearings if proposed tax rate exceeds the lower of the effective or rollback tax rates.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/20/2009 08:15 AM	APRV
2	Perla Lopez	Perla Lopez	08/20/2009 08:58 AM	APRV
3	Auditor's Office	Linda Fong	08/21/2009 04:27 PM	APRV
4	Purchasing Department		08/21/2009 05:31 PM	NEW

Form Started By: Sergio Cruz — Started On: 08/19/2009 05:39 PM

Final Approval Date: 08/21/2009

AI-17095 **22.A.1.**

Interdepartmental Transfer - Pct. #3 (1203)

CC REGULAR

Date:	08/25/2009
Submitted By:	Perla Lopez, BUDGET & MANAGEMENT
Submitted For:	Sergio Cruz
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management
Purchasing only:	Interdepartmental Transfers

Information

CAPTION

Pct. #3 R&B (1203):
Approval of 2009 interdepartmental transfer within Precinct #3 R&B fund (1203) from Pct 3 Drainage Improvement Project (program 049) to Pct 3 P/U Rd (program 005) in the amount of $207,227.69 to fund expected expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1203-431-00-123-049-0-890

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

BUDGETARY IMPACT:

Available funds as of 8/21/09 is $208,302.00.

Attachments

Link: Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	08/21/2009 02:22 PM	APRV
2	Perla Lopez	Perla Lopez	08/21/2009 02:24 PM	APRV
3	Auditor's Office	Linda Fong	08/21/2009 04:29 PM	APRV
4	Purchasing Department		08/21/2009 05:31 PM	NEW

Form Started By: Perla Lopez Started On: 08/21/2009 01:36 PM

Final Approval Date: 08/21/2009

INTER-DEPARTMENTAL TRANSFER

DATE: August 25, 2009

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Budget & Management for Precint #3 R&B

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

SUBJECT: **Inter-departmental Transfer/s (increase/decrease)**

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM:		
9-1203-431-00-123-049-0-890	Pct 3 Drain Imprv Prj - Other	(207,227.69)
TO:		
9-1203-431-00-123-005-0-673	Pct 3 P/U Rd - R&B R&M Supplies	103,613.85
9-1203-431-00-123-005-0-626	Pct 3 P/U Rd - Gasoline/Diesel	103,613.84
	Total Budget (Increase/Decrease)	**0.00**

REASON: Transfer to fund expected expenditures.

Department Head Signature

Date

Approved Commissioners' Court

Attest County Clerk

AI-17096 **22.A.2.**

Interdepartmental Transfer - Pct. #3 (1100)

CC REGULAR

Date:	08/25/2009
Submitted By:	Perla Lopez, BUDGET & MANAGEMENT
Submitted For:	Sergio Cruz
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management
Purchasing only:	Interdepartmental Transfers

Information

CAPTION

Pct. #3 Sanitation (1100):
Approval of 2009 interdepartmental transfer from County Wide Administration (1100) to Pct 3 Sanitation (1100) in the amount of $50,000.00 to fund expected expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-XXX-00-XXX-XXX-0-XXX

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

BUDGETARY IMPACT:

Available funds as of 8/21/09.
Refer to AI - 17109 (transfer of funds) on 8/25/09 CC.

Attachments

Link: Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/21/2009 04:02 PM	APRV
2	Erika Zamora	Angela Garcia	08/21/2009 04:03 PM	APRV
3	Perla Lopez	Perla Lopez	08/21/2009 04:22 PM	APRV
4	Auditor's Office		08/21/2009 05:31 PM	NEW

Form Started By: Perla Lopez — Started On: 08/21/2009 02:08 PM

Final Approval Date: 08/21/2009

INTER-DEPARTMENTAL TRANSFER

DATE: August 25, 2009

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Budget & Management for Precint #3 Sanitation

ACCOUNT NUMBER: 9-1100-XXX-00-XXX-XXX-0-XXX

SUBJECT: **Inter-departmental Transfer/s (increase/decrease)**

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM:		
9-1100-415-00-115-002-0-899	Co Wide Adm - Contingency	(50,000.00)
TO:		
9-1100-432-00-123-001-0-421	Pct 3 Sanitation - Disposal	50,000.00
	Total Budget (Increase/Decrease)	**0.00**

REASON: Transfer to fund expected expenditures.

Department Head Signature

Date

Approved Commissioners' Court

Attest County Clerk

AI-17093 **22.B.1.**

2009 Interfund for Ref Bonds 2009

CC REGULAR

Date:	08/25/2009
Submitted By:	Dale Kennan, BUDGET & MANAGEMENT
Submitted For:	Funds 1401, 1428 & 1440
Department:	BUDGET & MANAGEMENT

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

Information

CAPTION

Refunding Bonds Series 2009 (1440):
a. Approval of 2009 interfund transfer from Notes Payable (1401) and Certificate of Obligations Series 1998 (1428) to Refunding Bonds Series 2009 (1440) in the amounts of $10,130.76 and $60,772.06 (respectively) for current interest expenditures.
b. Approval of 2009 appropriation of funds to refunding bond series 2009 (1440) in the amount of $35,343.33.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1440-472-00-000-000-0-863

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

BUDGETARY IMPACT:

Funding is available, as of 8/21/09, for this transfer with the exception being 9-1401-472-00-000-000-0-864 which is currently pending an appropriation (AI-17092) in the amount of $91,000.00.

Attachments

Link: Interfund for Ref Bonds 2009

Link: 2009 Exp Rpt for 1401, 1428 & 1440

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/21/2009 12:54 PM	APRV
2	Ivan Cantu	Ivan Cantu	08/21/2009 02:00 PM	APRV
3	Auditor's Office	Linda Fong	08/21/2009 04:32 PM	APRV
4	Dina Trevino	Dina Trevino	08/21/2009 05:08 PM	APRV
5	Purchasing Department		08/21/2009 05:31 PM	NEW

Form Started By: Dale Kennan Started On: 08/21/2009 10:12 AM

Final Approval Date: 08/21/2009

DATE: August 21, 2009

DEPARTMENT HEAD: RAY EUFRACIO, CPA, HIDALGO COUNTY AUDITOR

DEPARTMENT NAME: HIDALGO COUNTY AUDITOR'S OFFICE

ACCOUNT NUMBER: VARIOUS

SUBJECT: Budget amendment increases(decreases) in accordance with §111.070(c)2 of the Local Government Code.

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	ACCOUNT NAME
9 -1401 -415 -00 -000 -000 -0 -854	NOTES PAYABLE-APPRAISAL FEES	$ (3,261.60)
9 -1401 -471 -00 -000 -000 -0 -862	NOTES PAYABLE-OTHER DEBT PRINCIPAL	(3,000.00)
9 -1401 -472 -00 -000 -000 -0 -864	NOTES PAYABLE-OTHER DEBT INTEREST	(3,319.16)
9 -1401 -475 -00 -000 -000 -0 -865	NOTES PAYABLE-FISCAL AGENT FEES	(550.00)
9 -1401 -491 -01 -000 -440 -0 -891	TRANSFERS OUT-REF BONDS,2009	10,130.76
9 -1440 -391 -01 -000 -401 -0 -000	TRANSFERS IN-NOTES PAYABLE	10,130.76
9 -1440 -472 -00 -000 -000 -0 -863	REF BONDS,2009-BOND INTEREST	10,130.76
9 -1428 -415 -00 -000 -000 -0 -854	CERT OF OBLIG,1998-APPRAISAL FEES	(644.56)
9 -1428 -472 -00 -000 -000 -0 -863	CERT OF OBLIG,1998-BOND INTEREST	(60,077.50)
9 -1428 -491 -01 -000 -440 -0 -891	TRANSFERS OUT-REF BONDS,2009	60,722.06
9 -1440 -391 -01 -000 -428 -0 -000	TRANSFERS IN-CERT OF OBLIG,1998	60,722.06
9 -1440 -472 -00 -000 -000 -0 -863	REF BONDS,2009-BOND INTEREST	60,722.06
9 -1440 -472 -00 -000 -000 -0 -863	REF BONDS,2009-BOND INTEREST	35,343.33
	Total Incr (Decr) in Fund Balance - 1401	$ -
	Total Incr (Decr) in Fund Balance - 1428	$ -
	Total Incr (Decr) in Fund Balance - 1440	$ (35,343.33)

REASON: Transfer funds from Fund 1401 (Tax Notes 2007) & Fund 1428 (Cert of Oblig 1998) to Fund 1440 (Ref Bonds 20 for interest due in August. Tax Notes 2007 and Cert of Oblig 1998 were refunded by Ref Bonds 2009.
Also, appropriate funds from Fund 1440 fund balance for interest due in August.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

Hidalgo County

Expenditure Summary Report

Standard Report Format

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1401 NOTES PAYABLE							
9-1401-415-00-000-000-0-854	NOTES PAYABLE-APPRAISAL FEES	50,000.00	.00	35,053.78	35,053.78	14,946.22	70.11
9-1401-471-00-000-000-0-862	NOTES PAYABLE-OTHER DEBT PRINCIPAL	4,881,873.29	.00	4,709,244.49	4,709,244.49	172,628.80	96.46
9-1401-472-00-000-000-0-864	NOTES PAYABLE-OTHER DEBT INTEREST	370,809.22	.00	420,802.77	420,802.77	-49,993.55	113.48
9-1401-475-00-000-000-0-865	NOTES PAYABLE-FISCAL AGENT FEES	1,000.00	.00	450.00	450.00	550.00	45.00
9-1401-491-01-000-440-0-891	TRANSFERS OUT-REF BONDS,2009	17,431.56	.00	17,431.56	17,431.56	.00	100.00
1401 NOTES PAYABLE		**5,321,114.07**	**.00**	**5,182,982.60**	**5,182,982.60**	**138,131.47**	**97.40**
1428 CERT OF OBLIG,SERIES 1998							
9-1428-415-00-000-000-0-854	CERT OF OBLIG,1998-APPRAISAL FEES	6,000.00	.00	4,016.58	4,016.58	1,983.42	66.94
9-1428-471-00-000-000-0-861	CERT OF OBLIG,1998-BOND PRINCIPAL	485,000.00	.00	485,000.00	485,000.00	.00	100.00
9-1428-472-00-000-000-0-863	CERT OF OBLIG,1998-BOND INTEREST	141,495.00	.00	81,417.50	81,417.50	60,077.50	57.54
9-1428-475-00-000-000-0-865	CERT OF OBLIG,1998-FISCAL AGENT FEES	1,000.00	.00	.00	.00	1,000.00	.00
9-1428-491-01-000-440-0-891	TRANSFERS OUT-REF BONDS,2009	9,386.22	.00	9,386.22	9,386.22	.00	100.00
1428 CERT OF OBLIG,SERIES 1998		**642,881.22**	**.00**	**579,820.30**	**579,820.30**	**63,060.92**	**90.19**
1440 REFUNDING BONDS,SERIES 2009							
9-1440-472-00-000-000-0-863	REF BONDS,2009-BOND INTEREST	.00	.00	149,056.71	149,056.71	-149,056.71	.00
9-1440-476-00-000-000-0-866	REF BONDS, 2009-ISSUANCE COSTS	166,707.15	.00	166,707.15	166,707.15	.00	100.00
9-1440-477-00-000-000-0-867	REF BONDS,2009-ADVANCE REFUNDING ESCROW	26,817.78	.00	26,817.78	26,817.78	.00	100.00
9-1440-492-00-000-000-0-892	REF BONDS,2009-PMT TO REF BND ESCRW AGNT	7,086,339.05	.00	7,086,339.05	7,086,339.05	.00	100.00
1440 REFUNDING BONDS,SERIES 2009		**7,279,863.98**	**.00**	**7,428,920.69**	**7,428,920.69**	**-149,056.71**	**102.05**
9 YEAR		**13,243,859.27**	**.00**	**13,191,723.59**	**13,191,723.59**	**52,135.68**	**99.61**

AI-17045 **22.C.1.**

Deobligation of Funds from Pct #3 - R&B

CC REGULAR

Date:	08/25/2009
Submitted By:	Perla Lopez, BUDGET & MANAGEMENT
Submitted For:	Sergio Cruz
Department:	BUDGET & MANAGEMENT

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

Information

CAPTION

Pct. #3 R&B (1203):
Approval to deobligate funds from Precinct #3 Road & Bridge (1203) in the amount of $1,074.31.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1203-431-00-123-049-0-890

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

BUDGETARY IMPACT:

Deobligation of funds in the amount of $1,074.31 from fund 1203.

Attachments

Link: Budget Amendment

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/19/2009 02:58 PM	APRV
2	Manuel Chapa	Manuel Chapa	08/20/2009 01:39 PM	APRV
3	Auditor's Office	Linda Fong	08/21/2009 04:42 PM	APRV
4	Purchasing Department		08/21/2009 05:31 PM	NEW

Form Started By: Perla Lopez Started On: 08/19/2009 02:44 PM

Final Approval Date: 08/21/2009

DATE: August 25, 2009

2009

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Department of Budget & Management

AI - 17045

ACCOUNT NUMBER: 9-1203-431-00-123-049-0-890

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

Contact: Perla Lopez
Ph#: 292-7025 Ext. 5419

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 NUMBERS	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
9-1203-431-00-123-049-0-890	Pct 3 Drain Imprv Prj - Other	$ (1,074.31)
	TOTAL BUDGET INCREASE (DECREASE)	**-1,074.31**

REASON:
Deobligation of Funds.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE (/ /)

ATTEST COUNTY CLERK

AI-17102 **22.D.1**

Public Defenders Office

CC REGULAR

Date:	08/25/2009
Submitted By:	Sergio Cruz, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT

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

Information

CAPTION

a. Discussion, consideration, and approval of the continuation of the Public Defender's Office as a department under the direction of Commissioner's Court upon the termination of the Public Defender's Grant.

b. Discussion, consideration, and creation of an Advisory Board for the Public Defender's Department and appointment of Board Members.

c. Approval to fund the Public Defender's Department entirely from General Fund upon the termination of the Public Defender's Grant.

d. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/21/2009 04:01 PM	APRV
2	Roland Garcia	Rolando Garcia	08/21/2009 05:04 PM	APRV
3	Auditor's Office	Angela Garcia	08/21/2009 05:31 PM	APRV

Form Started By: Sergio Cruz Started On: 08/21/2009 03:29 PM

Final Approval Date: 08/21/2009

AI-17069 **23.A.4.**

Acceptance of Proposal for Old Administration Building Elevator Modernization

CC REGULAR

Date:	08/25/2009
Submitted By:	Moises Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Hidalgo County

Information

CAPTION

Acceptance and Approval of proposal from ThyssenKrupp Elevator through the County's participation/membership with The Cooperative Purchasing Network (TCPN) for the "Modernization of Elevators at the Old Administration Building" in the amount of $376,855.00 as further detailed and described on the document attached hereto with authority to process requisition when submitted-Project #09-071B-MSS.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1336-419-00-115-073-0-452

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

BUDGETARY IMPACT:

Amount available for req #153938 is $382,898.00 as of 8-21-09 for Thyssenkrupp Elevator Corp. in relation to the Old Adm. Bldg rennovations (i.e. elevator modernization).

Attachments

Link: Elevator Proposal

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/21/2009 11:56 AM	APRV
2	Budget & Management	Erika Zamora	08/21/2009 12:42 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	08/21/2009 04:14 PM	APRV
4	Ivan Cantu	Ivan Cantu	08/21/2009 05:11 PM	APRV
5	Auditor's Office		08/21/2009 05:31 PM	NEW

Form Started By: Moises Salazar Started On: 08/19/2009 05:00 PM

Final Approval Date: 08/21/2009

TCPN
The Cooperative Purchasing Network

TCPN CONTRACT INFORMATION

ThyssenKrupp

Contract:	Elevator Products and Services
Awarded Vendor:	ThyssenKrupp Elevator Corporation
TCPN Contract Number:	R4679 *(All PO's must reference "Per TCPN Contract")*
Contract Expiration Date:	May 31, 2010
Number of Annual Renewals:	1
Approved Products/Services:	
Order Placement:	Contract terms allow PO's to be sent directly to this vendor and must reference "Per TCPN Contract."
Pricing:	Contact vendor for pricing.
Other:	
Other:	
Online Ordering Availability:	Not Available
Freight/Delivery:	
Vendor Contact:	**Bill Harrison** National Acc. Mgr. TF: (800) 725-5207 PH: (972) 785-3250 bill.harrison@thyssenkrupp.com
Vendor Website:	http://www.thyssenkruppelevator.com
Vendor MWBE/HUB Status:	Not Certified
TCPN Authorizing Statutes:	
TCPN Order Processing:	

Print this Page

» Close

Agreement for Elevator Modernization.

Submitted to: **Hidalgo County Purchasing Department**
2802 S. Business Hwy. 281
Edinburg, Texas 78539

(Hereinafter Purchaser)

By: **ThyssenKrupp Elevator**
5449 Bear Lane, Suite 406
Corpus Christi, Texas 78405
(800) 334-8984 office - (361) 299-0502 fax

ThyssenKrupp Elevator is pleased to provide the following quotation for elevator modernization at:

Hidalgo County Administration Building
100 E. Cano
Edinburg, Texas 78539
Re: TCPN Contract #R4579

Date: **July 15th, 2009**

ThyssenKrupp Elevator

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Part 1	General
Part 2	Equipment and Summary of Work
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Part 5	Tests
Part 6	Clean-up and Purchaser Inspection
Part 7	Work Not Included
Part 8	Special Conditions
Part 9	Terms and Conditions
Part 10	Prices, Terms of Payment, Signature Page

PART 1 – GENERAL.

1.01 This proposal covers the complete modernization of Four (4) Hydraulic Passenger elevator(s) located at the "Hidalgo County Administration Building" at 100 E. Cano - Edinburg, Texas 78539. All work will be performed in a workmanlike manner and will include all work and material as specified herein. In all cases where a device or part of equipment is herein referred to in the singular number, it is intended that such reference will apply to as many such devices as are required to complete the installation.

1.02 All work will be performed in accordance with the most applicable edition of the National Safety Code for Elevators, Dumbwaiters, Escalators, and Moving Walks (ASME A17.1), ANSI A117.1 Barrier Free Code as pertaining to Passenger Elevators, the Americans with Disabilities Act (ADA), the National Electrical Code, and/or such State and Local elevator codes as may be applicable.

1.03 Drawings. ThyssenKrupp Elevator will prepare drawings and/or cut sheets at company's sole discretion, showing the general arrangement of the elevator equipment.

1.04 Permits, taxes and licenses. All applicable sales and use taxes, permit fees and licenses, as of the date bids are taken, will be paid by ThyssenKrupp Elevator.

1.05 Maintenance service. ThyssenKrupp Elevator will furnish a separate maintenance contract to be executed by Owner/Manager.

1.06 Wiring diagrams. Two (2) complete sets of "made final" wiring diagrams including input and output signals will be furnished to the Purchaser.

1.07 Keys. Two (2) keys for each key switch specified will be furnished to the Purchaser.

PART 2 – EQUIPMENT AND SUMMARY OF WORK.

QUANTITY:	Elev. 1 & 2
QUANTITY:	Elev. 3 & 4
CAPACITY:	Elevators 1 & 2 – 3500 lbs.
CAPACITY:	Elevators 3 & 4 – 1250 lbs.
SPEED:	Elev. 1 & 2 – 125/150 fpm
SPEED:	Elev. 3 & 4 – 75/100 fpm
STOPS:	5 Stops on Elev. 1 & 2
STOPS:	2 Stops on Elev. 3 & 4
OPENINGS:	5 Front on Elev. 1 & 2
OPENINGS:	2 Front on Elev. 1 & 2
CAR PLATFORM:	Reuse Existing
CAR PLATFORM:	Reuse Existing
CLEAR INSIDE:	Elev. 1 & 2 - Existing
CLEAR INSIDE:	Elev. 3 & 4 - Existing
TRAVEL:	Elev. 1 & 2: 53' – 10"
TRAVEL:	Elev. 3 & 4: 11' – 10"
JACKS & PISTONS:	Elev. 1 & 2 – Reuse
JACKS & PISTONS:	Elev. 3 & 4 - New
POWER UNITS:	Elev. 1 & 2 EP-215
POWER UNITS:	Elev. 3 & 4 EP-50
POWER SUPPLY:	Elev. 1 & 2 - 460/3/60
POWER SUPPLY:	Elev. 3 & 4 – 200/3/60
LOGIC CONTROL:	TAC-22 Microprocessor
LOGIC CONTROL:	TAC-22 Microprocessor
CAR ENCLOSURE:	Elev. 1 & 2 - Remodel
CAR ENCLOSURE:	Elev. 3 & 4 - Reuse
SIGNAL FIXTURES:	New Traditional
SIGNAL FIXTURES:	New Traditional
CAR DOORS:	Elev. 1 & 2 New #4 S. S.
CAR DOORS:	Elev. 3 & 4 - Reuse
ENTRANCES:	Re-Clad w/#3 S. S.
ENTRANCES:	Reuse Existing
DOOR OPERATION:	New HD-98
DOOR OPERATION:	New HD-98
WIRING:	New on Elev. 1 & 2
WIRING:	New on Elev. 3 & 4

PART 3 - MODERNIZATION EQUIPMENT FEATURES.

3.01 CAR SLING & PLATFORM on ELEVATORS #1, #2, #3 & #4:

Reuse existing equipment on all elevators

3.02 CAR ENCLOSURE on ELEVATORS #1 & #2:

A. Cab: Reuse Existing Cab. Replace Applied Panels with New Interior from "Snap-On Cabs – By Bostock" using "Classic I" or "Classic II" Designs. Include #4 Stainless Steel Base, Reveals, and 1 ½" Cylindrical Handrail at Rear Walls.

B. Ceiling: Replace Existing Suspended Ceiling Frames and Translucent Panels with new Suspended Ceiling Frames and Translucent Panels.

C. Car Doors: Replace Car Doors with #4 Stainless Steel Center Opening. Include New Tracks, Hangers, Gate Switch, Restrictor Cutch, and Janus Edges.

D. Car Sill: Remove and replace with New Nickel Silver Threshold Sill.

E. Flooring: "By Others".

3.03 CAR ENCLOSURE on ELEVATORS #3 & #4:

Reuse existing Cabs including Walls, Ceilings, and Sills. Remove & Replace Car Doors with new #4 Stainless Steel.

3.04 CAR SIGNAL FIXTURES on Elevators #1, #2, #3 & #4:

Remove existing and install new #4 Stainless Steel COP's (Car Operating Push Button Panels) which includes Fire Service Phase I & II features with Signage, Standard Keyed Switches, Emergency Light & Alarm Bell, Digital Floor Position Indicator with Directional Arrows, "Traditional" Car Push Buttons, Integral Emergency Telephone(s), & Cast Braille Plates to comply with ADA regulations.

3.05 CONTROL & DRIVE SYSTEMS on ELEVATORS #1, #2, #3 & #4:

Remove existing Controllers on Elevators #1, #2, #3 & #4 and install new TAC 22 Group Microprocessor Controllers (Quantity 4 Controllers). Includes non-proprietary Owners Manuals and Machine Room Controllers OST's (On-Board Service Diagnostic Tools).

3.06 DOORS & ENTRANCES on ELEVATORS #1 & #2:

Remove existing Car Door Operators and Motors and install new HD-98 Closed Loop Door Operators. Install new Motors, Restrictor Clutches, Car Doors, Car Door Hanger Tracks, & Car Door Gate Switches. Remove Car Door Safety Edges and install new "Panaforty" Micro Lights for Door Reversals. Install new #4 Stainless Steel Hoistway Doors and have Brownsville Sheet Metal Company apply #3 Stainless Steel Clad on all Hoistway Entrances located on 1st, 2nd, 3rd, 4th & 5th Floors of Main Passenger Elevators #1 & #2.

3.07 DOORS & ENTRANCES on ELEVATORS #3 & #4:

Remove existing Car Door Operators and Motors and install new HD-98 Closed Loop Door Operators. Install new Motors, Restrictor Clutches, Car Doors, Car Door Hanger Tracks, & Car Door Gate Switches. Remove Car Door Safety Edges and install new "Panaforty" Micro Lights for Door Reversals. Install new #4 Stainless Steel Hoistway Doors and have Brownsville Sheet Metal Company apply #3 Stainless Steel Clad on all Hoistway Entrances located on 1st & 2nd Floors of Passenger Elevators #3 & #4.

3.08 HALL SIGNAL FIXTURES on ELEVATORS #1, #2, #3 & #4:

Remove & replace all Hall Push Button Fixtures. Install new #4 Stainless Steel "Easy Riser – Traditional" Fixtures which include Illuminated Push Buttons, Fire Service Keyed Switches, Acid Etched Instructional Fire Service Signage, Appendix "O" Plastic Inserts Signage and Hoistway Access keyed switches.

3.09 PIT EQUIPMENT on ELVATORS #1, #2, #3 & #4:

Remove & replace Pit Equipment on Elevators #3 & #4. Reuse Pit Equipment on Elevators #1 & #2.

3.10 POWER UNITS & JACKS on ELEVATORS #1, #2, #3 & #4:

Remove and replace all Power Units on Elevators #1, #2, #3 & #4. Reuse Jacks & Pistons on Elevators #1 & #2. Remove and replace Jacks & Pistons on Elevators #3 & #4.

3.11 WIRING on ELEVATORS #1, #2, #3 & #4:

Remove & replace all existing Hoistway & Traveling Cable Wiring on all Four(4) Elevators.

3.12 MAINTENANCE / SERVICE:

Initial Maintenance Service: Beginning at Substantial Completion and/or "Final Acceptance" of each individual elevator, 12 months', 24/7 Call Backs with full maintenance service is included along with monthly preventive maintenance, repair or replacement of worn or defective components, lubrication, cleaning, and adjusting as required for proper elevator operation at rated speed and capacity. Perform maintenance, including emergency callback service, during normal working hours.

3.13 MISCELLANEOUS WORK.

ThyssenKrupp Elevator has included in the "Scope of Work" and will furnish the following:

1. Furnish Fork-Lifts for handling Materials.
2. Furnish Air Compressors for installation of Jacks & Pistons.

The following items will be the responsibility of the Building Owner and/or General Contractor:

1. Upgrade Fire Alarm System for Elevator Lobby Areas, Machine Room, & Hoistway as required by code to comply with TDLR(Texas Department of Licensing & Regulations) codes and/or the codes established by "The City Edinburg".

2. Remove and install new Electrical GFI Plugs, Disconnects & Lighting in Elevator Machine Room. Install new Lighting & GFI Plugs in Elevator Hoistway Pits as required by TDLR.

3. Air Condition and/or Ventilate Elevator Machine Room as required by TDLR.

4. Remove Elevator Machine Room Doors if needed for removal and installation of the elevator equipment. The Elevator Machine Room & Door on Elevator #3 will need to be redesigned and rebuilt by Architect, General Contractor, other Sub-Contractor to comply with State & Local Codes

5. This work is to become part of **"PART 7 – WORK NOT INCLUDED"** located on Pages 6 of 10 & Pages 7 of 10.

PART 4 – INSTALLATION SEQUENCE AND SCHEDULE.

4.01 All work will be performed during regular working hours of regular working days as is customary in the elevator industry.

4.02 One of the elevator(s) will be out of service at all times in the performance of the work as specified.

4.03 Prior to commencing work, a work schedule will be submitted to the Purchaser.

PART 5 – TESTS.

5.01 Emergency fire service. Perform Phase I and Phase II Fire Service tests to conform to applicable codes.

5.02 Test reports. Completed copies of test reports will be provided to the Purchaser.

5.03 All required tests are to be performed during the regular working hours of the elevator trade. Should the Purchaser require these test to be performed outside the regular working hours, there will be an added cost to the quoted contract amount.

PART 6 - CLEAN UP AND PURCHASER INSPECTION.

6.01 Clean up. ThyssenKrupp Elevator will remove all debris resulting from work on this contract. In addition, we will remove from the project site all equipment and unused or removed materials and restore building and premises to a neat, clean appearance.

6.02 Inspection. All materials and workmanship will be subject to inspection or testing. The Purchaser will have the right to reject defective or inferior material or workmanship installed under this contract and may require the correction of such without additional cost to the Purchaser.

PART 7 - WORK NOT INCLUDED.

The following work is not included unless specifically addressed in this proposal, and is conditional upon the proper performance of such work by the General Contractor, Owner, Owner's Representative, or other Subcontractors.

A legal hoistway, properly framed and enclosed, and including a pit of proper depth provided with ladder, sump pump, lights, access doors and waterproofing, as required. Removal of water in pit(s). Legal machine room, adequate for the elevator equipment, including floors, trap doors, gratings, foundations, lighting, ventilation and heat to maintain the room at an ambient temperature of 50°F minimum (90° maximum). Adequate supports and foundations to carry the loads of all equipment, including supports for guide rail brackets and machine beams or overhead sheaves (if furnished). If adjacent hoistways are utilized, divider beams at suitable points shall be provided for guide rail bracket support. Should additional weight need to be added to the counterweight to balance the cabs, there would be an additional charge added to the contract amount.

Cutting and patching of walls, floors, etc., and removal of such obstructions as may be necessary for proper installation of the elevator. Pockets or blockouts for signal fixtures.

Suitable connections from the power main to each controller and signal equipment feeders as required, including necessary circuit breakers and fused mainline disconnect switches per N.E.C. Suitable power supply capable of operating the new elevator equipment under all conditions. Wiring to controller for car lighting. (Per N.E.C. Articles 620-22 and 620-51). Electric power without charge, for construction, testing and adjusting of the same characteristics as the permanent supply. A means to automatically disconnect the main line and the emergency power supply to the elevator prior to the application of water in the elevator machine room will be furnished by the electrical contractor. This means shall not be self-resetting. Wiring and conduit from life safety panel or any other monitor station to elevator machine room or suitable connection point in hoistway.

Heat and smoke sensing devices at elevator lobbies on each floor, machine room, and hoistways (where applicable), with normally open dry contacts terminating at a properly marked terminal in the elevator controller. A code compliant Life Safety Communication system or suitable dedicated telephone connection to each elevator controller (must be a dedicated line and monitored 24 hours). Instrument in cab by others.

Emergency power supply with a dry set of contacts which close 20 seconds prior to the transfer from normal power to emergency power or from emergency power to normal power whether in test mode or normal operating conditions. Automatic time delay transfer switch and auxiliary contacts with wiring to the designated elevator controller. Electrical

cross connections between elevator machine rooms for emergency power purposes are to be provided by others. Any governmentally required safety provisions not directly involved for elevator installation. All painting, except as otherwise specified. Temporary elevator service prior to completion and acceptance of complete installation. Furnishing, installing and maintaining the required fire rating of elevator hoistway walls, including the penetration of firewall by elevator fixture boxes, is not the responsibility of the elevator contractor. Flooring and/or installation of flooring by others.

Purchaser is to provide a bonded N.E.C. compliant service ground wire, properly sized, from the elevator controller(s) to the primary building ground. Remote wiring to outside alarm bell as requested by the National Safety Code for Elevators and Escalators (ASME A17.1) (where applicable). Cost for additional inspections of the elevator equipment by code authorities after the initial one fails due to items that are the responsibility of the contractor, or for assisting others inspecting equipment installed by others.

Purchaser agrees to provide a dry and secure area for storage of the elevator equipment at the time of delivery. Adequate ingress and egress to this area will also be provided. Any relocation of the equipment as directed by the purchaser after its initial delivery will be at purchaser's expense. All existing equipment removed by ThyssenKrupp shall become the exclusive property of ThyssenKrupp.

It is agreed that in the event asbestos material is knowingly or unknowingly removed or disturbed in any manner at the job site, Purchaser will monitor our work place. Prior to and during our manning of the job, Purchaser will certify that asbestos in the environment does not exceed .01 fibers per cc as tested by NIOSH 7400. In the event ThyssenKrupp employees or those of our subcontractors are exposed to an asbestos hazard, PCP's or other hazardous substances, Purchaser agrees to indemnify, defend, and hold ThyssenKrupp harmless from all damages, claims, suits, expenses, and payments resulting from such exposure. Removal and disposal of asbestos containing material is the responsibility of the Purchaser.

PART 8 - SPECIAL CONDITIONS.

Performance of this contract is contingent upon Purchaser furnishing ThyssenKrupp with any necessary permission or priority required under the terms and conditions of government regulations affecting the acceptance of this order or the manufacture, delivery or installation of the equipment.

Unless otherwise agreed, it is understood that the work will be performed during regular working hours of the trades involved. If overtime is mutually agreed upon, an additional charge at our usual rates for such work shall be added to the contract price.

ThyssenKrupp shall not be responsible in any way for the acts of others or for pro-rata expenses of any nature incurred by others in or about the building.

Certificates of Workmen's Compensation, Bodily Injury and Property Damage liability Insurance coverage will be furnished to Purchaser upon request. The premium for any bonds or insurance beyond our standard coverage and limits will be an addition to the contract price.

Should loss of or damage to our materials, tools or work occur at the job site, Purchaser shall compensate ThyssenKrupp, unless such loss or damage results from our own acts or omissions.

If any drawings, illustrations or descriptive matter is furnished with this proposal, they are approximate and are submitted only to show the general style and arrangement of equipment being offered.

In the event the Purchaser defaults on any payment, or on any other provision of this contract, the unpaid balance of the purchase price, less the cost of completing the work, as estimated by us, shall immediately become due and payable.

In the event a third party is retained to enforce, construe or defend any of the terms and conditions of this agreement or to collect any monies due hereunder, either with or without litigation, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees. The Purchaser does hereby waive trial by jury and does further hereby consent that venue of any proceeding or lawsuit under this agreement shall be in Dallas County, TX.

PART 9 - TERMS AND CONDITIONS.

All work shall be performed in accordance with the latest revised edition (as of the date of this proposal) of the Safety Code for Elevators, Escalators, and Dumbwaiters, the National Electrical Code, and/or such State and Local Codes as may be applicable, as well as Company's Work-Not-Included form. Subsequent to the date of this proposal, should changes be made in any code, or should rulings by any code enforcing authorities extend the application of the code, the work and materials necessary to make the installation comply with such changes shall be performed as an addition to the contract price.

Permits, taxes and licenses. All applicable sales and use taxes, permit fees and licenses imposed upon us as an Elevator Contractor as of the date of this proposal are included in the contract price. The Purchaser agrees to pay, as an addition to the contract price, the amount of any additional taxes, fees or other charges exacted from the Purchaser or the Company on account thereof, by any law enacted after the date of this proposal.

Acceptance of installation. Upon notice from us that the installation of the elevator has been completed, the Purchaser will arrange to have present at the installation site, a person duly authorized to make the final inspection and to provide a written acceptance. The date and time that such person will be present at the site shall be as mutually agreed, but shall not be more than ten business days after the date of our notice to you, unless we both agree to a certain date thereafter. Such final inspection and certificate of acceptance shall not be unreasonably delayed or withheld.

Warranty. We warrant the equipment installed by us under this contract against defects in material and workmanship for a period of one year from the date each elevator is completed and placed in operation. This warranty is in lieu of any other liability for defects. We make no warranty of merchantability and no warranties which extend beyond the description in this contract, nor are there any other warranties, expressed or implied, by operation of law or otherwise. Like any piece of fine machinery, this equipment should be periodically inspected, lubricated, and adjusted by competent personnel. This warranty is not intended to supplant normal maintenance service and shall not be construed to mean that we will provide free service for periodic examination, lubrication, or adjustment due to normal use beyond that included in the contract, nor will we correct, without a charge, breakage, maladjustments, or other trouble arising from abuse, misuse, improper or inadequate maintenance, or any other causes beyond our control. In the event of a claim, you must give us prompt written notice, and provided all payments due under the terms of this contract have been made in full, we shall, at our own expense, correct any proven defect by repair or replacement. We will not, under this warranty, reimburse you for cost of work done by others, nor shall we be responsible for the performance of equipment to which any revisions or alterations have been made by others.

If there is more than one (1) unit in this contract, this section shall apply separately to each unit as completed and placed in operation.

Title and ownership. We retain title to all equipment supplied by us under this contract, and a security interest therein, (which, it is agreed, can be removed without material injury to the real property) until all payments under the terms of this contract, including deferred payments and any extensions thereof, shall have been made in the event of any default by you in any payment, or under any other provision of this contract, we may take immediate possession of the equipment and enter upon the premises where it is located (without legal process) and remove such equipment or portions thereof irrespective of the manner of its attachment to the real estate or the sale, mortgage, or lease of the real estate Pursuant to the Uniform Commercial Code, at our request, you agree to join with us in executing any financial or continuation statements which may be appropriate for us to file in public offices in order to perfect our security interest in such equipment.

ThyssenKrupp Elevator complies with provisions of Executive Orders 11246, 11375, 11758, Section 503 of the Rehabilitation Act of 1993, Vietnam Era Veteran's Readjustment Act of 1974, 3 8 U. S.C. 4212 and 41 CFR Chapter 60. ThyssenKrupp Elevator supports Equal Employment Opportunity and Affirmative Actions Compliance programs.

We reserve the right to discontinue our work at any time until payments have been made as agreed, and we have assurance satisfactory to us that the subsequent payments will be made as they come due. Any payments not paid when due shall bear interest at legal rate in force at the place of the project.

If after the work has been substantially completed, full completion is materially delayed through no fault of ours, you shall make such additional payments as may be required to leave outstanding only an amount equal to the value as estimated by us, based on the contract price, of the uncompleted portion.

ThyssenKrupp Elevator shall not be liable for any loss, damage, or delay caused by acts of government, labor troubles, strikes, lockouts, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief, acts of God or any cause beyond its control, and in no event shall ThyssenKrupp Elevator be liable for any damages, nor any consequential, special or contingent damages. ThyssenKrupp Elevator shall automatically receive an extension of time commensurate with any delay regarding the aforementioned.

INDEMNIFICATION CLAUSE

Purchaser is indemnified for those claims which are proven to have arisen out of the acts, actions, omissions, or neglect of ThyssenKrupp Elevator, but not for those acts, actions, omissions, or neglect of the Purchaser. Claims containing allegations that the acts, actions, omissions, or neglect of both ThyssenKrupp Elevator and Purchaser have contributed in causing the accident are not subject to indemnification unless and until it is determined that Purchaser's own acts, actions, omissions, or neglect did not contribute to the claim and/or accident. When ThyssenKrupp Elevator is obligated to indemnify Purchaser under this provision, ThyssenKrupp Elevator will pay and/or reimburse Purchaser for monies paid to defend, settle or satisfy judgment on the claim.

ADDITIONAL INSURED CLAUSE

Purchaser is covered for those claims which are proven to have arisen out of the acts, actions, omissions, or neglect of the ThyssenKrupp Elevator, but not for those acts, actions, omissions, or neglect of the Purchaser. Claims containing allegations that the acts, actions, omissions, or neglect of both ThyssenKrupp Elevator and Purchaser have contributed in causing the accident are not subject to coverage of the additional insured unless and until it is determined that Purchaser's own acts, actions, omissions, or neglect did not contribute to the claim and/or accident. When this additional insured provision is applicable, coverage will be provided consistent with ThyssenKrupp Elevators insurance policy, including the costs of defense and satisfaction of any settlement or judgment.

Purchaser's acceptance of this agreement will constitute exclusively and entirely the agreement for the service herein described. All other prior representations or agreements, whether written or verbal, will be deemed to be merged herein, and no other changes in, or additions to this agreement will be recognized unless made in writing and properly executed by both parties. Should your acceptance be in the form of a purchase order or similar document, the provisions, terms and conditions of this agreement will govern in the event of a conflict.

PART 10 - PRICES AND TERMS OF PAYMENT.

We propose to furnish and install the equipment covered in this proposal for the net sum of $375,390.00 + Performance Bond of $1,455.00 dollars (100% of Contract Price) = $376,855.00 (Three Hundred Seventy-six Thousand Eight Hundred Fifty-five dollars & no/100's cents). This contract is in accordance with TCPN (The Cooperative Purchasing Network) pricing. ThyssenKrupp Elevator TCPN Vendor No.: #R4679.

Payment terms:
50% of Contract Amount to accompany signed contract;
25% of Contract Amount due upon delivery of materials;
25% of Contract Amount will be billed based upon mutually agreed upon schedule of values.

Unless otherwise stated, you agree to pay as follows: 50% upon signed acceptance, 25% upon delivery of materials and 25% upon completion "Final Acceptance" and turnover of elevator equipment.

Progress payments shall be due not later than the fifteenth day of each month for labor and materials furnished through the last day of the preceding month. This shall include materials stored at the job site, at our staging facility, or at any other location you designate at your expense. It shall also include any changes to the contract amount and extra work orders to the extent completed.

The remainder of the contract amount including changes and extra work orders is due at time of completion and approval by local authorities, but prior to turnover for your use. If there is more than one unit in this contract, final payment shall be made separately as each unit is completed.

We reserve the right to discontinue our work at any time until payments have been made as agreed, and we have assurance, satisfactory to us, that the subsequent payments will be made as they become due. A monthly service charge of 1½% will be due on all amounts not paid within 30 days.

ACCEPTANCE OF PROPOSAL: This proposal is submitted for acceptance within 30 days from date executed by us.

This proposal, when accepted by the Purchaser, shall constitute the contract between us, and all prior representations or agreements not incorporated herein are superseded. No changes in or addition to this contract will be recognized unless made in writing and properly executed by both parties.

Accepted:

COUNTY OF HIDALGO

By: _____
(Signature of Authorized Individual)

_____
(Printed or Typed Name)

Title: _____ Date: _____

ThyssenKrupp Elevator Corporation
5449 Bear Lane, Suite 406
Corpus Christi, Texas 78405

By: _____
(Signature of ThyssenKrupp Representative)

Gregory S. Laznovsky - Sales Manager
(956) 592-0210 cell

Date: _____

Approved by: _____

Title: Contract Administrator Date: _____

ThyssenKrupp Elevator

Hydraulic Estimate Survey

Building Name	Hidalgo County Admin. Bldg.	Date	7/15/09
Branch	077 - Corpus Christi, TX	Quote No.	8-4584
Consultant	None		
Salesperson	Gregg Laznovsky		

Type of Bid:	☑ Scope of Work	☐ Specifications	**Addendums Included**	None
Exceptions:	☐ Yes	☑ None	**Maintained By:**	TKE
Clarifications:	☑ Yes	☐ None		

	Sell Price	**$376,856**	**CODE**	2007
Bid Summary	**Mark Up**	**11.54%**		
	Gross Margin	9.96%	**Taxes on Total Contract Price (enter X)**	

(Leave blank for tax on material only)

Labor Efficiency	**100%**	**100%**	**100%**	**100%**	**100%**	
Type of Service:	Passenger	Passenger	Passenger			
Existing Equipment:	KONE	ESCO	ESCO			
Number of Stops:	**5**	**2**	**2**	**0**	**0**	
Elevator Group:	**1**	**2**	**3**	**4**	**5**	**JOB**
Elevator Numbers:	**1 & 2**	**3**	**4**	**0**	**0**	**TOTALS**
Units per Group	**2**	**1**	**1**	**1**	**1**	
10: Factory Material	$37,926	$18,063	$18,063	$0	$0	**$74,052**
20: Purchased Material	$21,020	$2,630	$2,380	$0	$0	**$26,030**
SUBTOTAL MATERIAL	$58,946	$20,693	$20,443	$0	$0	**$100,082**
50: Sub Contract Work	$7,800	$1,500	$1,500	$0	$0	**$10,800**
60: Labor	$104,058	$41,246	$41,246	$0	$0	**$186,550**
70: Expenses	$16,018	$5,903	$5,903	$0	$0	**$27,824**
80: Jack Hole	$0	$0	$0	$0	$0	**$0**
SUBTOTAL LABOR & EXPENSES	$127,876	$48,649	$48,649	$0	$0	**$225,174**
TOTAL COST MAT, LAB, EXP	$186,822	$69,342	$69,092	$0	$0	**$325,256**
MARK UP ON COST	$21,559	$8,002	$7,973	$0	$0	**$37,535**
99: Taxes	$0	$0	$0	$0	$0	**$0**
99: Interim Maintenance	$0	$0	$0	$0	$0	**$0**
99: Free Service	$7,800	$2,400	$2,400	$0	$0	**$12,600**
Price before Bond	**$216,182**	**$79,744**	**$79,465**	**$0**	**$0**	**$375,390**
Performance Bond	**Enter Percentage Required**		**100%**			***$1,465***
SELL PRICE						***$376,856***
Unit Cost	***$108,091***	***$79,744***	***$79,465***	***$0***	***$0***	

Labor Recap in Team Hours (per elevator)

Labor Guide Hours	317	252	252	0	0
Percentage to Standard	100%	100%	100%	#DIV/0!	#DIV/0!
Actual Bid Hours	**317.3**	**251.5**	**251.5**	**0.0**	**0.0**

Labor Recap in Team Hours (per Group)

						Totals
Actual Hours per Group	635	252	252	0	0	1138
Actual Weeks per Group	15.9	6.3	6.3	0.0	0.0	28.4
Overtime Hours in Bid	0	0	0	0	0	
Blended Labor Rate with OT	**$164.00**	**$164.00**	**$164.00**	**$164.00**	**$164.00**	

Alternate Bids:

Number	Description	Sell Price
1	0	$0
2	0	$0
3	0	$0
4	0	$0
5	0	$0

Non Working Foreman on Site: (Place X in box if required)		Rate:	$115
Enter # of Weeks Foreman is requried on Job Site:		(70% of bid rate, override as required)	
Dollars added to Group 1 Labor Pool	$0		

APPROVALS	Modernization Manager		Date
(Version 052206)	Modernization Supervisors		Date

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AI-17065 **23.A.5.**

Authorization to request payment as claim several Invoices.

CC REGULAR

Date:	08/25/2009
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Yolanda Cisneros
Department:	COMM. PCT. #2
Agenda Category:	Purchasing Department

Information

CAPTION

Approval to pay invoice #s B235734-IN for $93.75 with date of 02/19/2009 & #B238122-IN for $85.40 with date of 04/10/2009 from Arguendigui Oil Co.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1202-431-00-122-006-0-679

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

BUDGETARY IMPACT:

Funding available in the amount of $9,003.90 as of 8/19/2009.

Attachments

Link: Arguindegui Oil Co. Inv.#B235734-IN

Link: Arguindegui Oil Co. Inv.#B238122-IN

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/20/2009 04:46 PM	APRV
2	Budget & Management	Erika Zamora	08/21/2009 08:37 AM	APRV
3	Roland Garcia	Rolando Garcia	08/21/2009 03:59 PM	APRV
4	Auditor's Office		08/21/2009 05:31 PM	NEW

Form Started By: Yolanda Cisneros Started On: 08/19/2009 04:43 PM

Final Approval Date: 08/21/2009

ARGUINDEGUI OIL CO. II, LTD.

QUALITY FUELS, LUBRICANTS, CHEMICALS & FILTERS

http://www.argpetro.com

PHONE: (800) 722-5251 FAX: (956) 727-7636

FOR REMITTANCE: P.O. BOX 1367 - LAREDO, TEXAS 78042

INVOICE NUMBER: **B235734-IN**
INVOICE DATE: **02/19/2009**

SHIP DATE: 2/18/2009
CUSTOMER NO: 22-0001484
ORDER NUMBER: V00250

SOLD TO:	SHIP TO:
Hidalgo Co Pct.# 2 (All Co's) PRECINCT 2 (ALL DEPTS) 301 E. STATE Pharr, TX 78577	Hidalgo Co Pct.# 2 (All Co's) ROCKY 292-6136 ,

CUSTOMER P.O.	INV. DUE DATE	DEL. TICKET	TERMS
615893	3/21/2009	69438	NET 30 DAYS

WHSE: ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
SUCK OUT HS DIESEL FROM TANK & TRANFER TO SERVICE TRUCK /SER SERVICE CALL 1.25hr	1	0.00	1.25	0.00	75.0000	93.75

RECEIVED
APR - 3 2009
HIDALGO COUNTY AUDITOR'S OFFICE

9-1202-431-00-122-006-0-679

INVOICE RECEIVED BY: _____ ON 2/24/09

GOODS/SERVICES RECEIVED BY: Eduardo Pacheco ON 2/18/09

RECEIVED BY: _____
SIGNATURE

RECEIVED BY: _____ DATE: _____
PRINT NAME

Net Invoice:	93.75
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Invoice Total:	**93.75**

ALL INVOICES WHICH ARE PAST DUE WILL BE SUBJECT TO A FINANCE CHARGE OF 1.5% PER MONTH (18% APR) OR THE MAXIMUM RATE ALLOWABLE BY LAW. FINANCE CHARGES WILL BE APPLIED TO ALL PAST DUE BALANCES ACCORDING TO YOUR BILLING TERMS.

ARGUINDEGUI OIL CO. II, LTD.

Nº 69438

Tel.: 1-800-722-5251 Fax: (956) 727-7538

Laredo, Texas 78042-1367
4606 State Hwy. 359 @ Loop 20
P.O. Box 1367

Edinburg, Texas 78539
R.R. 13 Box 170
Int. Montecristo Rd. @ Depot Rd

Port Aransas, Texas 78373
224 State Hwy. 361

Odessa, Texas 79764
3381 W. Loop 338

Date: 2/18 2009

Manifest No.: _____

UNIFORM STRAIGHT BILL OF LADING / SHIPPING MANIFEST / DELIVERY RECEIPT
ORIGINAL - NON NEGOTIABLE

Sales Order No.: V00250

Driver: Gabino Rios / Reynaldo Garcia Truck/Trailer No.: 434

FOR HELP IN EMERGENCIES INVOLVING SPILL, LEAK, FIRE, OR EXPOSURE CALL 1-800-424-9300

Sold To: Hidalgo co pct #2

Address: 301 E State

City/State/Zip: Phar TX

Tel.: ( )

Ship To: Pct #2

The property described below, has been tendered in apparent good order, except as noted (contents and conditions of contents of packages unknown), marked, consigned, and destined as shown below, which said carrier agrees to transport to destination.

QTY.	TYPE	UNLOADING INCHES BEFORE	UNLOADING INCHES AFTER	HAZARDOUS MATERIAL	KIND OF PACKAGE, DESCRIPTION OF PRODUCT, SPECIAL MARKS AND EXCEPTIONS (SUBJECT TO CORRECTION)
				X	**Gasoline, 3, UN 1203, PG II, Unleaded Regular, 87 Octane**
				X	**Gasoline, 3, UN 1203, PG II, Unleaded Plus, 89 Octane**
				X	**Gasoline, 3, UN 1203, PG II, Unleaded Super, 93 Octane**
				X	**Diesel Fuel, 3, NA1993, PG III "On Road" Clear ULSD** 15 PPM Sulfur (maximum) / Undyed Ultra Low Sulfur Diesel Fuel. For use in all model year diesel vehicles and engines.
				X	**Diesel Fuel, 3, NA1993, PG III "Off Road" Dyed ULSD** 15 PPM Sulfur (maximum) / Dyed Ultra Low Diesel Fuel. For use in all model year off road diesel vehicles and engines. Dyed diesel fuel, non-taxable use only, penalty for taxable use.
				X	**Diesel Fuel, 3, NA1993, PG III "Off Road" Dyed HS** May exceed 500 PPM Sulfur / Non Highway Dyed Diesel Fuel. Not for use in 2007 and later off road vehicles and engines. Dyed diesel fuel, non taxable use only, penalty for taxable use.
				X	**Diesel Fuel, 3, NA1993, PG III "Off Road" Dyed HS TX LED** May exceed 500 PPM Sulfur / Dyed High Sulfur Diesel Fuel TX LED (Low Emission) For use in TX LED Regulated Counties or any Texas County. Not for use in 2007 and later off road vehicles and engines. Dyed diesel fuel, non taxable use only, penalty for taxable use.
				X	**Diesel Fuel, 3, NA1993, PG III "On Road" Clear LSD TX LED** May exceed 500 PPM Sulfur / Low Sulfur Diesel Fuel TX LED (Low Emission). For use in TX LED Regulated Counties or any Texas County Not for use in all model year 2007 and later highway diesel vehicles and engines.
					Transfer 23.0 gal HSD from Tank to Service Truck

ARRIVED TO LOAD		ARRIVE TO UNLOAD	9:35	TRIP TIME OUT OF TERMINAL	9:15	STARTING MILEAGE	783369	DRIVER SHOULD VERIFY STICK READINGS WITH CUSTOMER REPRESENTATIVE.
STARTED LOADING		FINISH UNLOADING	10:10			ENDING MILEAGE	783404	
FINISH LOADING		TOTAL TIME UNLOADING	35	TRIP TIME BACK TO TERMINAL	10:30	TOTAL TRIP MILES		DRIVER MUST VERIFY TANK CONTENTS AND CAPACITY AT EACH DELIVERY; IF PROBLEMS EN ROUTE OR AT DELIVERY, NOTIFY DISPATCHER.
TOTAL LOADING TIME		HOURS ON TRIP						

CARRIER CERTIFICATION

Carrier acknowledges nature of goods and required placards. Carrier certifies that emergency response information was made available and/or carrier has the appropriate response guidebook or equivalent document in the vehicle. Carrier assumes responsibility for all tendered cargo.

Per: Arturo Rios

Date: 2/18/09

RECEIVER CERTIFICATION / ACKNOWLEDGEMENT

This shipment is received in good condition and the inches indicated are true and correct. I certify that the storage tanks comply with all governmental regulations. The carrier may decline to make delivery of this shipment without payment of freight and other lawful charges. I hereby certify that I instructed driver which tanks to unload each product.

☐ Driver cannot unload until the receiver has acknowledged that this product is "LOW SULFUR" with all applicable taxes and has designated the proper tank to deliver into.

☐ Driver cannot unload until the receiver has acknowledged that this product is "HIGH SULFUR" intended for off highway use and has designated the proper tank to deliver into.

Per: Chris Pachuca

Date: _____

SECUFORM FORMAX PRINT MS (956) 236-4040

ARGUINDEGUI OIL CO. II, LTD.

Nº 69438

Tel.: 1-800-722-5251 Fax: (956) 727-7636

Laredo, Texas 78042-1367
4506 State Hwy. 359 @ Loop 20
P.O. Box 1367

Edinburg, Texas 78539
R.R. 13 Box 170
Int. Montecristo Rd. @ Depot Rd.

Port Aransas, Texas 78373
224 State Hwy. 361

Odessa, Texas 79764
3381 W. Loop 338

Date: 2/18 2009

Manifest No.: _____

UNIFORM STRAIGHT BILL OF LADING / SHIPPING MANIFEST / DELIVERY RECEIPT
ORIGINAL - NON NEGOTIABLE

Sales Order No.: V00250

Driver: Gabino Rios / Reynaldo Garcia Truck/Trailer No.: 434

FOR HELP IN EMERGENCIES INVOLVING SPILL, LEAK, FIRE, OR EXPOSURE CALL 1-800-424-9300

Sold To: Hidalgo co pct #2 Ship To: pct #2

Address: 301 E State

City/State/Zip: Pharr TX

Tel.: ( )

The property described below, has been tendered in apparent good order, except as noted (contents and conditions of contents of packages unknown), marked, consigned, and destined as shown below, which said carrier agrees to transport to destination.

QTY.	TYPE	UNLOADING INCHES BEFORE	UNLOADING INCHES AFTER	HAZARDOUS MATERIAL	KIND OF PACKAGE, DESCRIPTION OF PRODUCT, SPECIAL MARKS AND EXCEPTIONS (SUBJECT TO CORRECTION)
				X	**Gasoline, 3, UN 1203, PG II, Unleaded Regular, 87 Octane**
				X	**Gasoline, 3, UN 1203, PG II, Unleaded Plus, 89 Octane**
				X	**Gasoline, 3, UN 1203, PG II, Unleaded Super, 93 Octane**
				X	**Diesel Fuel, 3, NA1993, PG III "On Road" Clear ULSD** 15 PPM Sulfur (maximum) / Undyed Ultra Low Sulfur Diesel Fuel. For use in all model year diesel vehicles and engines.
				X	**Diesel Fuel, 3, NA1993, PG III "Off Road" Dyed ULSD** 15 PPM Sulfur (maximum) / Dyed Ultra Low Diesel Fuel. For use in all model year off road diesel vehicles and engines. Dyed diesel fuel, non-taxable use only, penalty for taxable use.
				X	**Diesel Fuel, 3, NA1993, PG III "Off Road" Dyed HS** May exceed 500 PPM Sulfur / Non Highway Dyed Diesel Fuel. Not for use in 2007 and later off road vehicles and engines. Dyed diesel fuel, non taxable use only, penalty for taxable use.
				X	**Diesel Fuel, 3, NA1993, PG III "Off Road" Dyed HS TX LED** May exceed 500 PPM Sulfur / Dyed High Sulfur Diesel Fuel TX LED (Low Emission). For use in TX LED Regulated Counties or any Texas County. Not for use in 2007 and later off road vehicles and engines. Dyed diesel fuel, non taxable use only, penalty for taxable use.
				X	**Diesel Fuel, 3, NA1993, PG III "On Road" Clear LSD TX LED** May exceed 500 PPM Sulfur / Low Sulfur Diesel Fuel TX LED (Low Emission). For use in TX LED Regulated Counties or any Texas County Not for use in all model year 2007 and later highway diesel vehicles and engines.
					Transfer 9150 from Tank to Service Truck

ARRIVED TO LOAD		ARRIVE TO UNLOAD		TRIP TIME OUT OF TERMINAL		STARTING MILEAGE	783349	DRIVER SHOULD VERIFY STICK READINGS WITH CUSTOMER REPRESENTATIVE.
STARTED LOADING		FINISH UNLOADING				ENDING MILEAGE	783404	
FINISH LOADING		TOTAL TIME UNLOADING		TRIP TIME BACK TO TERMINAL		TOTAL TRIP MILES		DRIVER MUST VERIFY TANK CONTENTS AND CAPACITY AT EACH DELIVERY; IF PROBLEMS EN ROUTE OR AT DELIVERY, NOTIFY DISPATCHER.
TOTAL LOADING TIME		HOURS ON TRIP						

CARRIER CERTIFICATION

Carrier acknowledges nature of goods and required placards. Carrier certifies that emergency response information was made available and/or carrier has the appropriate response guidebook or equivalent document in the vehicle. Carrier assumes responsibility for all tendered cargo.

Per: _____

Date: 2/18/09

RECEIVER CERTIFICATION / ACKNOWLEDGEMENT

This shipment is received in good condition and the inches indicated are true and correct. I certify that the storage tanks comply with all governmental regulations. The carrier may decline to make delivery of this shipment without payment of freight and other lawful charges. I hereby certify that I instructed driver which tanks to unload each product.

☐ Driver cannot unload until the receiver has acknowledged that this product is "LOW SULFUR" with all applicable taxes and has designated the proper tank to deliver into.

☐ Driver cannot unload until the receiver has acknowledged that this product is "HIGH SULFUR" intended for off highway use and has designated the proper tank to deliver into.

Per: _____ Date: _____

REORDER: FORMAX PRINTING (956) 235-4040

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

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

ORIGINAL

MAILING ADDRESS:
HIDALGO COUNTY AUDITOR'S OFFICE
P. O. BOX 689
EDINBURG, TEXAS 78540-0689

OFFICE OF THE COUNTY AUDITOR

NOTICE OF DISCREPANCY AND/OR ADVISORY

DATE: 04-14-2009

TO: YOLI CISNEROS

DEPARTMENT: PCT#2

FROM: TONY HERNANDEZ

PHONE: (956) 318-2511 ext 4629

REFERENCE: ARGUINDEGUI OIL CO INV#B235734-IN

THE FOLLOWING DOCUMENT (S), i.e. ***ORIGINAL INVOICE*** IS/ARE BEING RETURNED, BECAUSE OF THE REASON (S) INDICATED BELOW AND REQUIRES YOUR IMMEDIATE ATTENTION. CORRECTIVE ACTION IS NECESSARY IN ORDER FOR MY OFFICE TO PERFORM ITS DUTIES ACCORDING TO STATUTES, POLICIES, FEDERAL REGULATIONS, AND ACCOUNTING STANDARDS.

PAYMENT (S) OF CLAIMS RELATED TO THIS DOCUMENT (S) WILL BE MADE AS SOON AS POSSIBLE AFTER CORRECTIVE ACTIONS HAS BEEN TAKEN AND THE CORRECTED AND PROPER DOCUMENTATION HAS BEEN SUBMITTED/RESUBMITTED TO THE AUDITOR'S OFFICE WITH SUFFICIENT TIME FOR THE AUDITOR TO EXAMINE AND APPROVE BEFORE THE NEXT SCHEDULED MEETING OF THE HIDALGO COUNTY COMMISSIONERS COURT, AS PER LOCAL GOVERNMENT CODE 113.064.

[ ] EXPENDITURE INCURRED BEFORE PURCHASE ORDER ISSUED – PLEASE FOLLOW PROPER CLAIMS PROCEDURES

[ ] PURCHASE ORDER NUMBER IS INCONSISTENT WITH INVOICE

[ ] AMOUNT BILLED DOES NOT MATCH THE PURCHASE ORDER AMOUNT

[ ] VENDOR ON PURCHASE ORDER DOES NOT MATCH INVOICE

[ ] INSUFFICIENT DOCUMENTATION TO PROCESS PAYMENT

[ ] SIGNATURE OR DATE NOT PRESENT

[ ] SYSTEM SHOWS INVOICE PAID

[ ] INSUFFICIENT FUNDING IN ACCOUNT #_____AVAILABLE $.

[ ] NEEDS APPROVAL OF:

[X] NEEDS COMPLIANCE WITH PURCHASING POLICY/STATUTES/CONTRACTS (SEE COMMENTS):

[ ] NEEDS CORRECTION (S):

[ ] NEEDS ADDITIONAL DOCUMENTATION i.e.:

[ ] OTHER:

[X] COMMENTS / RECOMMENDATION: THE SERVICE LISTED ON THIS INVOICE IS NOT INCLUDED IN THE CONTRACT. PLEASE CONTACT PURCHASING FOR PROPER PROCEDURES. MAY REQUIRE OPENING A NEW PURCHASE ORDER AS THE CURRENT PURCHASE ORDER IS ONLY FOR THE PURCHASE AND DELIVERY OF FUEL. THANKS

RECEIVED
Yoli Cisneros

APR 17 09

Hidalgo County
PRECINCT #2

COUNTY AUDITOR'S FORM: RE-CA-020
REVISED: 01/2007

HIDALGO COUNTY DISTRICT JUDGES

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

ARGUINDEGUI OIL CO. II, LTD.

QUALITY FUELS, LUBRICANTS, CHEMICALS & FILTERS

http://www.argpetro.com

PHONE: (800) 722-5251 FAX: (956) 727-7636

FOR REMITTANCE: P.O. BOX 1367 - LAREDO, TEXAS 78042

INVOICE NUMBER: **B238122-IN**
INVOICE DATE: **04/10/2009**

SHIP DATE: 4/8/2009
CUSTOMER NO: 22-0001484
ORDER NUMBER: V00608M

SOLD TO:
Hidalgo Co Pct.# 2 (All Co's)
PRECINCT 2 (ALL DEPTS)
301 E. STATE
Pharr, TX 78577

SHIP TO:
Hidalgo Co Pct.# 2 (All Co's)
GABINO
,

CUSTOMER P.O.	INV. DUE DATE	DEL. TICKET	TERMS
615893	5/10/2009	69986	NET 30 DAYS

WHSE:	ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
/MISC							0.00
	ULS DIESEL NEED CHANGE(BLACK)						
000	CURB/HSE/1	EACH	1.00	1.00	0.00	85.4000	85.40
HOSE HARDWALL CURB 1 X 14' Parker Flexever							

9-1202-431-00-122-006-0-679

INVOICE RECEIVED BY: _____ ON 4/15/09
GOODS/SERVICES RECEIVED BY: Roque Cavazos ON 4/8/09

RECEIVED BY: _____
SIGNATURE

RECEIVED BY: _____ DATE: _____
PRINT NAME

Net Invoice:	85.40
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Invoice Total:	**85.40**

ALL INVOICES WHICH ARE PAST DUE WILL BE SUBJECT TO A FINANCE CHARGE OF 1.5% PER MONTH (18% APR) OR THE MAXIMUM RATE ALLOWABLE BY LAW. FINANCE CHARGES WILL BE APPLIED TO ALL PAST DUE BALANCES ACCORDING TO YOUR BILLING TERMS.

ARGUINDEGUI OIL CO. II, LTD.

№ 69986

Tel.: 1-800-722-5251 Fax: (956) 727-7636

Laredo, Texas 78042-1367	Edinburg, Texas 78539	Port Aransas, Texas 78373	Odessa, Texas 79764
4506 State Hwy. 359 @ Loop 20 P.O. Box 1367	R.R. 13 Box 170 Int. Montecristo Rd. @ Depot Rd.	224 State Hwy. 361	3381 W. Loop 338

Date: 4-8 200 4

Manifest No.: 5 1K

UNIFORM STRAIGHT BILL OF LADING / SHIPPING MANIFEST / DELIVERY RECEIPT
ORIGINAL - NON NEGOTIABLE

Sales Order No.: 56104

Driver: Jesus O. Hernandez Truck/Trailer No.: 42

FOR HELP IN EMERGENCIES INVOLVING SPILL, LEAK, FIRE, OR EXPOSURE CALL 1-800-424-9300

Sold To: Hidalgo Asphalt Prod LLC

Address: 201 S. Cage

City/State/Zip: Pharr Tx 78577

Tel.: ( )

Ship To: Hidalgo Asphalt Prod LLC

The property described below, has been tendered in apparent good order, except as noted (contents and conditions of contents of packages unknown), marked, consigned, and destined as shown below, which said carrier agrees to transport to destination.

QTY.	TYPE	UNLOADING INCHES BEFORE	UNLOADING INCHES AFTER	HAZARDOUS MATERIAL	KIND OF PACKAGE, DESCRIPTION OF PRODUCT, SPECIAL MARKS AND EXCEPTIONS (SUBJECT TO CORRECTION)
				X	**Gasoline, 3, UN 1203, PG II, Unleaded Regular, 87 Octane**
				X	**Gasoline, 3, UN 1203, PG II, Unleaded Plus, 89 Octane**
				X	**Gasoline, 3, UN 1203, PG II, Unleaded Super, 93 Octane**
				X	**Diesel Fuel, 3, NA1993, PG III "On Road" Clear ULSD** 15 PPM Sulfur (maximum) / Undyed Ultra Low Sulfur Diesel Fuel. For use in all model year diesel vehicles and engines.
				X	**Diesel Fuel, 3, NA1993, PG III "Off Road" Dyed ULSD** 15 PPM Sulfur (maximum) / Dyed Ultra Low Diesel Fuel. For use in all model year off road diesel vehicles and engines. Dyed diesel fuel, non-taxable use only, penalty for taxable use.
				X	**Diesel Fuel, 3, NA1993, PG III "Off Road" Dyed HS** May exceed 500 PPM Sulfur / Non Highway Dyed Diesel Fuel. Not for use in 2007 and later off road vehicles and engines. Dyed diesel fuel, non taxable use only, penalty for taxable use.
				X	**Diesel Fuel, 3, NA1993, PG III "Off Road" Dyed HS TX LED** May exceed 500 PPM Sulfur / Dyed High Sulfur Diesel Fuel TX LED (Low Emission). For use in TX LED Regulated Counties or any Texas County. Not for use in 2007 and later off road vehicles and engines. Dyed diesel fuel, non taxable use only, penalty for taxable use.
				X	**Diesel Fuel, 3, NA1993, PG III "On Road" Clear LSD TX LED** May exceed 500 PPM Sulfur / Low Sulfur Diesel Fuel TX LED (Low Emission). For use in TX LED Regulated Counties or any Texas County Not for use in all model year 2007 and later highway diesel vehicles and engines.
					chase hose

ARRIVED TO LOAD		ARRIVE TO UNLOAD		TRIP TIME OUT OF TERMINAL		STARTING MILEAGE	373578	DRIVER SHOULD VERIFY STICK READINGS WITH CUSTOMER REPRESENTATIVE.
STARTED LOADING		FINISH UNLOADING	2:30pm			ENDING MILEAGE	373593	
FINISH LOADING		TOTAL TIME UNLOADING	15	TRIP TIME BACK TO TERMINAL		TOTAL TRIP MILES	15	DRIVER MUST VERIFY TANK CONTENTS AND CAPACITY AT EACH DELIVERY; IF PROBLEMS EN ROUTE OR AT DELIVERY, NOTIFY DISPATCHER.
TOTAL LOADING TIME		HOURS ON TRIP						

CARRIER CERTIFICATION

Carrier acknowledges nature of goods and required placards. Carrier certifies that emergency response information was made available and/or carrier has the appropriate response guidebook or equivalent document in the vehicle. Carrier assumes responsibility for all tendered cargo.

Per: Jesus O. Hernandez

Date: 4-8-09

RECEIVER CERTIFICATION / ACKNOWLEDGEMENT

This shipment is received in good condition and the inches indicated are true and correct. I certify that the storage tanks comply with all governmental regulations. The carrier may decline to make delivery of this shipment without payment of freight and other lawful charges. I hereby certify that I instructed driver which tanks to unload each product.

☐ Driver cannot unload until the receiver has acknowledged that this product is "LOW SULFUR" with all applicable taxes and has designated the proper tank to deliver into.

☐ Driver cannot unload until the receiver has acknowledged that this product is "HIGH SULFUR" intended for off highway use and has designated the proper tank to deliver into.

Per: [signature]

Date: 4-8-09

REORDER: FORMAX PRINTING (956) 235-4040

ARGUINDEGUI OIL CO. II, LTD.

№ 69986

Tel.: 1-800-722-5251 Fax: (956) 727-7636

Laredo, Texas 78042-1367
4506 State Hwy. 359 @ Loop 20
P.O. Box 1367

Edinburg, Texas 78539
R.R. 13 Box 170
Int. Monterrisio Rd @ Depot Rd.

Port Aransas, Texas 78373
224 State Hwy. 361

Odessa, Texas 79764
3381 W. Loop 338

Date: 4-9 2009

Manifest No.: Bulk

Sales Order No.: VA0608

UNIFORM STRAIGHT BILL OF LADING / SHIPPING MANIFEST / DELIVERY RECEIPT
ORIGINAL - NON NEGOTIABLE

Driver: Jesus O. Hernandez Truck/Trailer No.: 117

FOR HELP IN EMERGENCIES INVOLVING SPILL, LEAK, FIRE, OR EXPOSURE CALL 1-800-424-9300

Sold To: Hidalgo Co Pct #2 ALCO's Ship To: Hidalgo Co Pct #2 ALCO's

Address: 301 E. state

City/State/Zip: Pharr Tx 78577 Cabino

Tel.: ( )

The property described below, has been tendered in apparent good order, except as noted (contents and conditions of contents of packages unknown), marked, consigned, and destined as shown below, which said carrier agrees to transport to destination.

QTY.	TYPE	UNLOADING INCHES BEFORE	UNLOADING INCHES AFTER	HAZARDOUS MATERIAL	KIND OF PACKAGE, DESCRIPTION OF PRODUCT, SPECIAL MARKS AND EXCEPTIONS (SUBJECT TO CORRECTION)
				X	**Gasoline, 3, UN 1203, PG II, Unleaded Regular, 87 Octane**
				X	**Gasoline, 3, UN 1203, PG II, Unleaded Plus, 89 Octane**
				X	**Gasoline, 3, UN 1203, PG II, Unleaded Super, 93 Octane**
				X	**Diesel Fuel, 3, NA1993, PG III "On Road" Clear ULSD** 15 PPM Sulfur (maximum) / Undyed Ultra Low Sulfur Diesel Fuel. For use in all model year diesel vehicles and engines.
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				X	**Diesel Fuel, 3, NA1993, PG III "Off Road" Dyed HS** May exceed 500 PPM Sulfur / Non Highway Dyed Diesel Fuel. Not for use in 2007 and later off road vehicles and engines. Dyed diesel fuel, non taxable use only, penalty for taxable use.
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				X	**Diesel Fuel, 3, NA1993, PG III "On Road" Clear LSD TX LED** May exceed 500 PPM Sulfur / Low Sulfur Diesel Fuel TX LED (Low Emission). For use in TX LED Regulated Counties or any Texas County Not for use in all model year 2007 and later highway diesel vehicles and engines.
					change Nozz Ult Diesel Need change Bl.

ARRIVED TO LOAD		ARRIVE TO UNLOAD	1:10 pm	TRIP TIME OUT OF TERMINAL		STARTING MILEAGE	372578	DRIVER SHOULD VERIFY STICK READINGS WITH CUSTOMER REPRESENTATIVE.
STARTED LOADING		FINISH UNLOADING	2:15 pm			ENDING MILEAGE	372593	
FINISH LOADING		TOTAL TIME UNLOADING	45	TRIP TIME BACK TO TERMINAL		TOTAL TRIP MILES	15	DRIVER MUST VERIFY TANK CONTENTS AND CAPACITY AT EACH DELIVERY; IF PROBLEMS EN ROUTE OR AT DELIVERY, NOTIFY DISPATCHER.
TOTAL LOADING TIME		HOURS ON TRIP						

CARRIER CERTIFICATION

Carrier acknowledges nature of goods and required placards. Carrier certifies that emergency response information was made available and/or carrier has the appropriate response guidebook or equivalent document in the vehicle. Carrier assumes responsibility for all tendered cargo.

Per: Jesus O. Hernandez

Date: 4-9-09

RECEIVER CERTIFICATION / ACKNOWLEDGEMENT

This shipment is received in good condition and the inches indicated are true and correct. I certify that the storage tanks comply with all governmental regulations. The carrier may decline to make delivery of this shipment without payment of freight and other lawful charges. I hereby certify that I instructed driver which tanks to unload each product.

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Per:

Date: 4-8-09

REORDER FORMAX PRINTING (956) 383-4530

AI-17068 **23.A.6.**

Payment requests for serveral material testing invoices from two firms

CC REGULAR

Date:	08/25/2009
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Yolanda Cisneros
Department:	COMM. PCT. #2
Agenda Category:	Purchasing Department

Information

CAPTION

Acceptance and approval to pay the following invoices submitted by the following contracted vendors:

a. Raba-Kistner Consultants-contract #C-08-315-09-23/Work Authorization No.2-approved by CC 12/09/2008); Work Authorization No.3-approved by CC 02/17/2009:

Inv. #	Inv. Date	Amount	Project Name
018669	11/12/2008	$516.95	McColl Rd Levee Improvement
018768	12/12/2008	$1,604.46	McColl Rd Levee Improvement
018889	01/14/2009	$636.02	McColl Rd Levee Improvement
019061	03/06/2009	$2,948.91	McColl Rd 72-Inch Siphone Project

b. Millennium Engineers Group-contract #C-08-316-10-28/Work Authorization No.3 approved by CC 03/03/2009):

Inv. #	Inv. Date	Amount	Project Name
09M21-1	04/29/2009	$768.00	Tower Road Drainage Project

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1202-431-00-122-028-0-XXX

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

BUDGETARY IMPACT:

A.) amount available in PO#614806 is $9,665.97
amount available in PO#618249 is $4,304.58
as of 08/21/09.

FISCAL YEAR: 2009 **ACCT. #:** 9-1339-431-00-122-031-0-XXX

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

BUDGETARY IMPACT:

B.) amount available in PO#620343 is $11,020.00 as of 08/21/09.

Attachments

Link: Raba-Kistner Invoices

Link: Millennium Engineers Group Inv.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/20/2009 04:51 PM	APRV
2	Budget & Management	Erika Zamora	08/21/2009 08:38 AM	APRV
3	Roland Garcia	Rolando Garcia	08/21/2009 03:40 PM	APRV
4	Auditor's Office		08/21/2009 05:31 PM	NEW

Form Started By: Yolanda Cisneros

Started On: 08/19/2009 04:59 PM

Final Approval Date: 08/21/2009

VISIT OUR WEBSITE AT:
www.rkci.com

INVOICE

INVOICE # 018669

Engineering * Testing * Environmental * Facilities * Infrastructure

BILLING DATE :
11/12/2008

PROJECT :
AMD0816400
McColl Rd. Levee Improvement

CLIENT :
A14055 Hidalgo County Precinct 2

Raba Kistner

Mr. Humberto Garza
Hidalgo County Precinct 2
301 East State
Pharr, TX 78577

REMITTANCE ADDRESS:
RABA-KISTNER CONSULTANTS, INC.
P.O. BOX 971037
DALLAS, TX 75397-1037
PHONE (210) 699-9090

INVOICE SUMMARY INFORMATION

Project - McAllen, Hidalgo County, Texas
Proposal #: PMD08-301-00
Project Administration 10%

FOR PROFESSIONAL SERVICES RENDERED THROUGH: 11/1/2008

SERVICE DATE	10/23/2008	159.10
SERVICE DATE	10/29/2008	151.75
SERVICE DATE	10/30/2008	159.10
SERVICE DATE	11/01/2008	47.00
SUBTOTAL INVOICE		516.95
AMOUNT DUE THIS INVOICE **		516.95

RECEIVED BY COUNTY AUDITOR 2009 APR 27 PM 12 32

THIS IS AN INTERIM INVOICE UNLESS OTHERWISE NOTED

TOTAL OF PREVIOUS INVOICES - CURRENTLY UNPAID	0.00
TOTAL DUE AND PAYABLE	**516.95**

Project Fee :	13,156.00
Prior Billings:	0.00
Total Available :	13,156.00

RK PROJECT MANAGER: DENNIS C. CHARKOW
CLIENT PHONE: 956-787-1891

2009 APR 27 PM 12 32 RECEIVED BY COUNTY AUDITOR

INVOICE RECEIVED BY: _____ ON 11/13/08
GOODS/SERVICES RECEIVED BY: Hector Palacios ON 11/12/08

614806
9-1202-431-00-122-028-0-731
REQ. #145768

* Invoices are submitted monthly and are due on receipt. * Carrying charges may be assessed on invoices unpaid beyond 30 days from billing date.
PLEASE PAY FROM THIS INVOICE.

Raba Kistner

BILLING DATE : 11/12/2008

PROJECT : AMD0816400 A14055
McColl Rd. Levee Improvement
Hidalgo County Precinct 2

INVOICE # :018669

SALARY / EXPENSE DETAILED BACKUP

DESCRIPTION	REMARKS	QUANTITY	RATE	AMOUNT
10/23/2008				
CMT FIELD & LABORATORY TESTING				
FIELD NUCLEAR DENSITY TEST	M08-019315	2.00	17.750	35.50
VEHICLE TRAVEL CHARGE	M08-019315	1.00	30.000	30.00
TECH TIME-DENSITY TESTING	M08-019315	2.25	41.600	93.60
			SUBTOTAL	**159.10**
10/29/2008				
CMT FIELD & LABORATORY TESTING				
FIELD NUCLEAR DENSITY TEST	M08-019429	1.00	17.750	17.75
VEHICLE TRAVEL CHARGE	M08-019429	1.00	30.000	30.00
TECH TIME-DENSITY TESTING	M08-019429	2.50	41.600	104.00
			SUBTOTAL	**151.75**
10/30/2008				
CMT FIELD & LABORATORY TESTING				
FIELD NUCLEAR DENSITY TEST	M08-019472	2.00	17.750	35.50
VEHICLE TRAVEL CHARGE	M08-019472	1.00	30.000	30.00
TECH TIME-DENSITY TESTING	M08-019472	2.25	41.600	93.60
			SUBTOTAL	**159.10**
11/01/2008				
CMT FIELD & LABORATORY TESTING				
TECHNICAL REVIEW & ADMIN	10%	47.00	1.000	47.00
			SUBTOTAL	**47.00**
			**** TOTAL PROJECT AMD0816400**	**516.95**

RECEIVED BY
COUNTY AUDITOR
2009 APR 27 PM 12 32

* Invoices are submitted monthly and are due on receipt. * Carrying charges may be assessed on invoices unpaid beyond 30 days from billing date.
PLEASE PAY FROM THIS INVOICE.

VISIT OUR WEBSITE AT:
www.rkci.com

INVOICE

INVOICE #:018768

Engineering * Testing * Environmental * Facilities * Infrastructure

BILLING DATE :
12/12/2008

PROJECT :
AMD0816400
McColl Rd. Levee Improvement

CLIENT :
A14055 Hidalgo County Precinct 2

Raba Kistner

Mr. Humberto Garza
Hidalgo County Precinct 2
301 East State
Pharr, TX 78577

REMITTANCE ADDRESS:
RABA-KISTNER CONSULTANTS, INC.
P.O. BOX 971037
DALLAS, TX 75397-1037
PHONE (210) 699-9090

INVOICE SUMMARY INFORMATION

Project - McAllen, Hidalgo County, Texas
Proposal #: PMD08-301-00
Project Administration 10%

FOR PROFESSIONAL SERVICES RENDERED THROUGH: 12/6/2008

INVOICE RECEIVED BY: ON 5/6/09
GOODS/SERVICES RECEIVED BY: ON 5/6/09

SERVICE DATE	11/04/2008	194.60
SERVICE DATE	11/06/2008	138.30
SERVICE DATE	11/10/2008	318.20
SERVICE DATE	11/17/2008	141.35
SERVICE DATE	11/18/2008	141.35
SERVICE DATE	11/19/2008	141.35
SERVICE DATE	11/24/2008	242.10
SERVICE DATE	11/25/2008	141.35
SERVICE DATE	12/06/2008	145.86
SUBTOTAL INVOICE		1,604.46
AMOUNT DUE THIS INVOICE **		1,604.46

RECEIVED
2009 MAY 19 PM 1:00
COUNTY AUDITOR

THIS IS AN INTERIM INVOICE UNLESS OTHERWISE NOTED

TOTAL OF PREVIOUS INVOICES - CURRENTLY UNPAID	516.95
TOTAL DUE AND PAYABLE	**2,121.41**

Project Fee :	13,156.00
Prior Billings:	516.95
Total Available	12,639.05

RK PROJECT MANAGER: DENNIS C. CHARKOW
CLIENT PHONE: 956-787-1891

614806
9-1202-431-00-122-028-0-731
Req. #145768

* Invoices are submitted monthly and are due on receipt. * Carrying charges may be assessed on invoices unpaid beyond 30 days from billing date.
PLEASE PAY FROM THIS INVOICE.

Raba Kistner

BILLING DATE : 12/12/2008

PROJECT : AMD0816400 A14055
McColl Rd. Levee Improvement
Hidalgo County Precinct 2

INVOICE # :018768

SALARY / EXPENSE DETAILED BACKUP

DESCRIPTION	REMARKS	QUANTITY	RATE	AMOUNT
11/04/2008				
CMT FIELD & LABORATORY TESTING				
FIELD NUCLEAR DENSITY TEST	M08-019584	4.00	17.750	71.00
VEHICLE TRAVEL CHARGE	M08-019584	1.00	30.000	30.00
TECH TIME-DENSITY TESTING	M08-019584	2.25	41.600	93.60
			SUBTOTAL	**194.60**
11/06/2008				
CMT FIELD & LABORATORY TESTING				
FIELD NUCLEAR DENSITY TEST	M08-019585	2.00	17.750	35.50
TECH TIME-DENSITY TESTING	M08-019585	1.75	41.600	72.80
VEHICLE TRAVEL CHARGE	M08-019585	1.00	30.000	30.00
			SUBTOTAL	**138.30**
11/10/2008				
CMT FIELD & LABORATORY TESTING				
TECH TIME-DENSITY TESTING	M08-019639	2.25	41.600	93.60
FIELD NUCLEAR DENSITY TEST	M08-019627	2.00	17.750	35.50
TECH TIME-DENSITY TESTING	M08-019627	2.25	41.600	93.60
FIELD NUCLEAR DENSITY TEST	M08-019639	2.00	17.750	35.50
VEHICLE TRAVEL CHARGE	M08-019639	1.00	30.000	30.00
VEHICLE TRAVEL CHARGE	M08-019627	1.00	30.000	30.00
			SUBTOTAL	**318.20**
11/17/2008				
CMT FIELD & LABORATORY TESTING				
FIELD NUCLEAR DENSITY TEST	M08-019785	1.00	17.750	17.75
VEHICLE TRAVEL CHARGE	M08-019785	1.00	30.000	30.00
TECH TIME-DENSITY TESTING	08-019785	2.25	41.600	93.60
			SUBTOTAL	**141.35**
11/18/2008				
CMT FIELD & LABORATORY TESTING				
FIELD NUCLEAR DENSITY TEST	M08-019794	1.00	17.750	17.75
VEHICLE TRAVEL CHARGE	M08-019794	1.00	30.000	30.00

Raba Kistner

BILLING DATE : 12/12/2008

PROJECT : AMD0816400 A14055
McColl Rd. Levee Improvement
Hidalgo County Precinct 2

INVOICE # :018768

SALARY / EXPENSE DETAILED BACKUP

DESCRIPTION	REMARKS	QUANTITY	RATE	AMOUNT
TECH TIME-DENSITY TESTING	M08-019794	2.25	41.600	93.60
			SUBTOTAL	**141.35**
11/19/2008				
CMT FIELD & LABORATORY TESTING				
FIELD NUCLEAR DENSITY TEST	M08-019821	1.00	17.750	17.75
VEHICLE TRAVEL CHARGE	M08-019821	1.00	30.000	30.00
TECH TIME-DENSITY TESTING	M08-019821	2.25	41.600	93.60
			SUBTOTAL	**141.35**
11/24/2008				
CMT FIELD & LABORATORY TESTING				
ATTERBERG LIMIT	M08-019961	1.00	70.750	70.75
SIEVE ANALYSIS 200 ONLY	M08-019961	1.00	47.750	47.75
VEHICLE TRAVEL CHARGE	M08-019961	1.00	30.000	30.00
SAMPLING TIME	M08-019961	2.25	41.600	93.60
			SUBTOTAL	**242.10**
11/25/2008				
CMT FIELD & LABORATORY TESTING				
VEHICLE TRAVEL CHARGE	M08-020017	1.00	30.000	30.00
TECH TIME-DENSITY TESTING	M08-020017	2.25	41.600	93.60
FIELD NUCLEAR DENSITY TEST	M08-020017	1.00	17.750	17.75
			SUBTOTAL	**141.35**
12/06/2008				
CMT FIELD & LABORATORY TESTING				
TECHNICAL REVIEW & ADMIN	10%	145.86	1.000	145.86
			SUBTOTAL	**145.86**
			**** TOTAL PROJECT AMD0816400**	**1,604.46**

VISIT OUR WEBSITE AT:
www.rkci.com

INVOICE

INVOICE # :018889

Engineering * Testing * Environmental * Facilities * Infrastructure

BILLING DATE :
1/14/2009

PROJECT :
AMD0816400
McColl Rd. Levee Improvement

CLIENT :
A14055 Hidalgo County Precinct 2

Raba Kistner

Mr. Humberto Garza
Hidalgo County Precinct 2
301 East State
Pharr, TX 78577

REMITTANCE ADDRESS:
RABA-KISTNER CONSULTANTS, INC.
P.O. BOX 971037
DALLAS, TX 75397-1037
PHONE (210) 699-9090

INVOICE SUMMARY INFORMATION

Project - McAllen, Hidalgo County, Texas
Proposal #: PMD08-301-00
Project Administration 10%

FOR PROFESSIONAL SERVICES RENDERED THROUGH: 1/3/2009

SERVICE DATE	12/05/2008	436.85
SERVICE DATE	12/10/2008	141.35
SERVICE DATE	01/03/2009	57.82
SUBTOTAL INVOICE		636.02
AMOUNT DUE THIS INVOICE **		636.02

THIS IS AN INTERIM INVOICE UNLESS OTHERWISE NOTED

TOTAL OF PREVIOUS INVOICES - CURRENTLY UNPAID	2,121.41
TOTAL DUE AND PAYABLE	**2,757.43**

Project Fee :	13,156.00
Prior Billings:	2,121.41
Total Available :	11,034.59

RK PROJECT MANAGER: DENNIS C. CHARKOW
CLIENT PHONE: 956-787-1891

INVOICE RECEIVED BY: _____ ON 3/30/09
GOODS/SERVICES RECEIVED BY: _____ ON 3/30/09 (1/14/09)

614806
9-1202-431-00-122-028-0-731
REQ. #145768

RECEIVED BY COUNTY AUDITOR 2009 MAR 27 PM 12 32

* Invoices are submitted monthly and are due on receipt. * Carrying charges may be assessed on invoices unpaid beyond 30 days from billing date.
PLEASE PAY FROM THIS INVOICE.

Raba Kistner

BILLING DATE :
1/14/2009

PROJECT :
AMD0816400 A14055
McColl Rd. Levee Improvement
Hidalgo County Precinct 2

INVOICE # :018889

SALARY / EXPENSE DETAILED BACKUP

DESCRIPTION	REMARKS	QUANTITY	RATE	AMOUNT
12/05/2008				
CMT FIELD & LABORATORY TESTING				
ATTERBERG LIMIT	M08-020174	1.00	70.750	70.75
MOISTURE DENSITY RELATIONSHIP	M08-020174	1.00	194.750	194.75
SIEVE ANALYSIS 200 ONLY	M08-020174	1.00	47.750	47.75
VEHICLE TRAVEL CHARGE	M08-020174	1.00	30.000	30.00
SAMPLING TIME	M08-020174	2.25	41.600	93.60
			SUBTOTAL	**436.85**
12/10/2008				
CMT FIELD & LABORATORY TESTING				
FIELD NUCLEAR DENSITY TEST	M08-020286	1.00	17.750	17.75
VEHICLE TRAVEL CHARGE	M08-020286	1.00	30.000	30.00
TECH TIME-DENSITY TESTING	M08-020286	2.25	41.600	93.60
			SUBTOTAL	**141.35**
01/03/2009				
CMT FIELD & LABORATORY TESTING				
TECHNICAL REVIEW & ADMIN	10%	57.82	1.000	57.82
			SUBTOTAL	**57.82**
			**** TOTAL PROJECT AMD0816400**	**636.02**

2009 APR 27 PM 12 32
COUNTY AUDITOR
RECEIVED BY

VISIT OUR WEBSITE AT:
www.rkci.com

INVOICE

INVOICE # :019061

Engineering * Testing * Environmental * Facilities * Infrastructure

BILLING DATE :
3/6/2009

PROJECT :
AMD0901500
Hidalgo Co. Prec. No. 2-McColl Rd.

CLIENT :
A14055 Hidalgo County Precinct 2

Raba Kistner

Mr. Humberto Garza
Hidalgo County Precinct 2
301 East State
Pharr, TX 78577

REMITTANCE ADDRESS:
RABA-KISTNER CONSULTANTS, INC.
P.O. BOX 971037
DALLAS, TX 75397-1037
PHONE (210) 699-9090

INVOICE SUMMARY INFORMATION

Improvements-2-72 Inch Siphon 2008 Project-McAllen, Hidalgo County, TX
Project Administration 10%
PMD09-007-00
Purchase Order No. 618249 - Work Authorization No. 3

618249
9-1202-431-00-122-028-0-733
REQ. #149893

FOR PROFESSIONAL SERVICES RENDERED THROUGH: 2/21/2009

SERVICE DATE	01/23/2009	432.75
SERVICE DATE	01/29/2009	577.38
SERVICE DATE	02/10/2009	162.75
SERVICE DATE	02/11/2009	162.75
SERVICE DATE	02/12/2009	162.75
SERVICE DATE	02/13/2009	307.00
SERVICE DATE	02/16/2009	155.06
SERVICE DATE	02/17/2009	182.88
SERVICE DATE	02/18/2009	161.25
SERVICE DATE	02/19/2009	74.81
SERVICE DATE	02/20/2009	226.63
SERVICE DATE	02/21/2009	342.90
SUBTOTAL INVOICE		2,948.91
AMOUNT DUE THIS INVOICE **		2,948.91

INVOICE RECEIVED BY: _____ ON 3/10/09
GOODS/SERVICES RECEIVED BY: Hector Palacios ON 3/6/09

THIS IS AN INTERIM INVOICE UNLESS OTHERWISE NOTED

TOTAL OF PREVIOUS INVOICES - CURRENTLY UNPAID	0.00
TOTAL DUE AND PAYABLE	**2,948.91**

2009 JUN 12 AM 8 11
COUNTY AUDITOR
RECEIVED BY

* Invoices are submitted monthly and are due on receipt. * Carrying charges may be assessed on invoices unpaid beyond 30 days from billing date.
PLEASE PAY FROM THIS INVOICE.

Raba Kistner

BILLING DATE :
3/6/2009

PROJECT :
AMD0901500 A14055
Hidalgo Co. Prec. No. 2-McColl Rd.
Hidalgo County Precinct 2

INVOICE # :019061

Project Fee :	5,700.00
Prior Billings:	0.00
Total Available :	5,700.00

RK PROJECT MANAGER: DENNIS C. CHARKOW
CLIENT PHONE: 956-787-1891

Raba Kistner

BILLING DATE : 3/6/2009

PROJECT : AMD0901500 A14055
Hidalgo Co. Prec. No. 2-McColl Rd.
Hidalgo County Precinct 2

INVOICE # :019061

SALARY / EXPENSE DETAILED BACKUP

DESCRIPTION	REMARKS	QUANTITY	RATE	AMOUNT
01/23/2009				
CMT FIELD & LABORATORY TESTING				
ATTERBERG LIMIT	M09-010336	1.00	73.500	73.50
MOISTURE DENSITY RELATIONSHIP	M09-010336	1.00	202.500	202.50
SIEVE ANALYSIS 200 ONLY	M09-010336	1.00	49.500	49.50
SAMPLING TIME	M09-010336	2.00	43.250	86.50
VEHICLE TRAVEL CHARGE	M09-010336	1.00	20.750	20.75
			SUBTOTAL	**432.75**
01/29/2009				
CMT FIELD & LABORATORY TESTING				
ATTERBERG LIMIT	M09-010468	1.00	73.500	73.50
SIEVE ANALYSIS 200 ONLY	M09-010468	1.00	49.500	49.50
VEHICLE TRAVEL CHARGE	M09-010468	1.00	20.750	20.75
SAMPLING TIME	M09-010468	2.50	43.250	108.13
ATTERBERG LIMIT	M09-010469	1.00	73.500	73.50
MOISTURE DENSITY RELATIONSHIP	M09-010469	1.00	202.500	202.50
SIEVE ANALYSIS 200 ONLY	M09-010469	1.00	49.500	49.50
			SUBTOTAL	**577.38**
02/10/2009				
CMT FIELD & LABORATORY TESTING				
VEHICLE TRAVEL CHARGE	M09-010678	1.00	20.750	20.75
FIELD NUCLEAR DENSITY TEST	M09-010678	3.00	18.500	55.50
TECH TIME-DENSITY TESTING	M09-010678	2.00	43.250	86.50
			SUBTOTAL	**162.75**
02/11/2009				
CMT FIELD & LABORATORY TESTING				
FIELD NUCLEAR DENSITY TEST	M09-010685	3.00	18.500	55.50
VEHICLE TRAVEL CHARGE	M09-010685	1.00	20.750	20.75
TECH TIME-DENSITY TESTING	M09-010685	2.00	43.250	86.50
			SUBTOTAL	**162.75**
02/12/2009				
CMT FIELD & LABORATORY TESTING				
FIELD NUCLEAR DENSITY TEST	M09-010719	3.00	18.500	55.50

Raba Kistner

BILLING DATE : 3/6/2009

PROJECT : AMD0901500 A14055
Hidalgo Co. Prec. No. 2-McColl Rd.
Hidalgo County Precinct 2

INVOICE # :019061

SALARY / EXPENSE DETAILED BACKUP

DESCRIPTION	REMARKS	QUANTITY	RATE	AMOUNT
VEHICLE TRAVEL CHARGE	M09-010719	1.00	20.750	20.75
TECH TIME-DENSITY TESTING	M09-010719	2.00	43.250	86.50
			SUBTOTAL	**162.75**
02/13/2009				
CMT FIELD & LABORATORY TESTING				
FIELD NUCLEAR DENSITY TEST	M09-010746	1.00	18.500	18.50
VEHICLE TRAVEL CHARGE	M09-010746	1.00	20.750	20.75
TECH TIME-DENSITY TESTING	M09-010746	2.00	43.250	86.50
FIELD NUCLEAR DENSITY TEST	M09-010749	4.00	18.500	74.00
VEHICLE TRAVEL CHARGE	M09-010749	1.00	20.750	20.75
TECH TIME-DENSITY TESTING	M09-010749	2.00	43.250	86.50
			SUBTOTAL	**307.00**
02/16/2009				
CMT FIELD & LABORATORY TESTING				
FIELD NUCLEAR DENSITY TEST	M09-010756	2.00	18.500	37.00
VEHICLE TRAVEL CHARGE	M09-010756	1.00	20.750	20.75
TECH TIME-DENSITY TESTING	M09-010756	2.25	43.250	97.31
			SUBTOTAL	**155.06**
02/17/2009 OK				
CMT FIELD & LABORATORY TESTING				
CONCRETE CYLINDER	M09-010788	4.00	13.500	54.00
VEHICLE TRAVEL CHARGE	M09-010788	1.00	20.750	20.75
TECH TIME-CONCRETE TESTING	M09-010788	2.50	43.250	108.13
			SUBTOTAL	**182.88**
02/18/2009 OK				
CMT FIELD & LABORATORY TESTING				
CONCRETE CYLINDER	M09-010802	4.00	13.500	54.00
VEHICLE TRAVEL CHARGE	M09-010802	1.00	20.750	20.75
TECH TIME-CONCRETE TESTING	M09-010802	2.00	43.250	86.50
			SUBTOTAL	**161.25**
02/19/2009				
CMT FIELD & LABORATORY TESTING				

Raba Kistner

BILLING DATE : 3/6/2009

PROJECT : AMD0901500 A14055
Hidalgo Co. Prec. No. 2-McColl Rd.
Hidalgo County Precinct 2

INVOICE # :019061

SALARY / EXPENSE DETAILED BACKUP

DESCRIPTION	REMARKS	QUANTITY	RATE	AMOUNT
VEHICLE TRAVEL CHARGE	M09-010802	1.00	20.750	20.75
TECH TIME CASTING PICK UP SPEC	M09-010802	1.25	43.250	54.06
			SUBTOTAL	**74.81**
02/20/2009				
CMT FIELD & LABORATORY TESTING				
CONCRETE CYLINDER	M09-010846	4.00	13.500	54.00
AIR CONTENT	M09-010846	1.00	25.250	25.25
FIELD NUCLEAR DENSITY TEST	M09-010847	1.00	18.500	18.50
VEHICLE TRAVEL CHARGE	M09-010847	1.00	20.750	20.75
TECH TIME-DENSITY TESTING	M09-010847	2.50	43.250	108.13
			SUBTOTAL	**226.63**
02/21/2009				
CMT FIELD & LABORATORY TESTING				
TECHNICAL REVIEW & ADMIN	10%	268.09	1.000	268.09
VEHICLE TRAVEL CHARGE	M09-010846	1.00	20.750	20.75
TECH TIME CASTING PICK UP SPEC	M09-010846	1.25	43.250	54.06
			SUBTOTAL	**342.90**
			** TOTAL PROJECT AMD0901500	**2,948.91**

Millennium Engineers Group, Inc.

PO Box 4569
Edinburg, Texas 78540-4569

Invoice

Date	Invoice #
4/29/2009	09M21-1

Bill To
Hidalgo County Precinct 2 Commissioner Hector Palacios 301 E. State St. Pharr, Texas 78577

Terms	Due Date	Project
Due on receipt	4/29/2009	09M21-South Tower Road PO#620343

Description	Qty	Rate	Amount
Atterberg Limits	2	59.00	118.00
Standard Proctor	2	175.00	350.00
Vehicle Trip Charge	1	35.00	35.00
Engr. Technician	3.25	40.00	130.00
Test Report	1	30.00	30.00
Administration	1	40.00	40.00
Project Management & Coordination	1	65.00	65.00

RECEIVED BY
COUNTY AUDITOR
2009 MAY 19 PM 12 00

1339 620343
9-~~1202~~-431-00-122-031-0-733
Req. #152224

INVOICE RECEIVED BY: _____ ON 5/8/09
GOODS/SERVICES RECEIVED BY: Hector Palacios ON 4/29/08

We thank you for your prompt payment. Please remit to the above address.

Total	$768.00
Payments/Credits	$0.00
Balance Due	$768.00

Phone #	Fax #
(956) 383-8522	(956) 383-0295

Moisture-Density Relationship of Soils Report

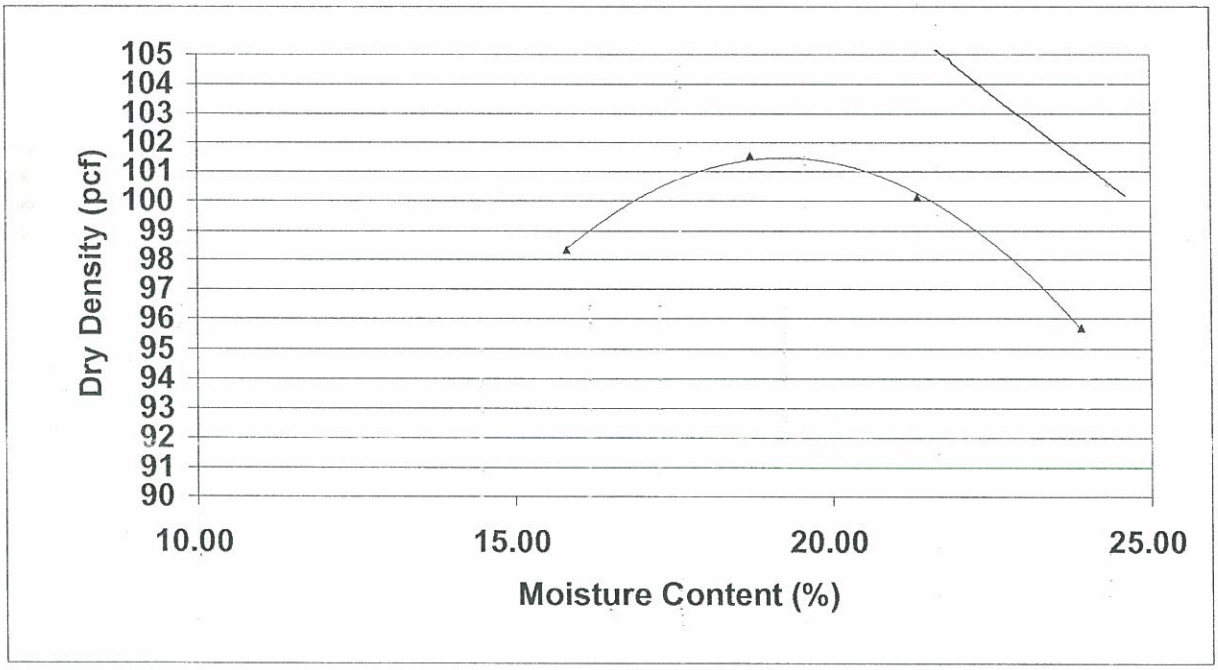
Proj. Name: South Tower Road
Client: Hidalgo County Pct. 2
Engineer: R. Gutierrez Engineering
Architect: N/A
Contractor: OG Construction

MEG Report No.: 09M21-1-1
Date Sampled: 02-25-09
Date Reported: 04-07-09
Material Description: Dark Brown Sandy Clay Backfill
Sample Location: South Tower Road
West Side of Lot 2609

Compaction Method: ASTM D 698
Specific Gravity: 2.65

Specimen No.:	1	2	3	4
Percent Moisture, %:	15.8	18.7	21.4	23.9
Dry Density (pcf):	98.3	101.5	100.1	95.7

Maximum Dry Density in P.C.F.	113.4
Optimum Moisture (%)	19.3



Remarks: Laboratory testing done in general accordance with ASTM D 698

Raul Palma, Senior Materials Engineer

M.E.G.
MILLENNIUM ENGINEERS GROUP, INC. Engineering-Geotechnical & Construction Materials Testing and Inspection-Pavement Engineering

Atterberg Limits of Soils Report

Project Description: South Tower Road
Client: Hidalgo County Pct. 2
Engineer: R. Gutierrez Engineering
Architect: N/A
Contractor: OG Construction

M.E.G. Report Number: 09M21-1-2
Date Sampled: 02-25-09
Date Reported: 04-07-09
Material Description: Dark Brown Sand Clay Backfill
Sample Location: South Tower Road
West Side of Lot 2609

Procedure Utilized: ASTM D4318

Preparation Method: Wet

Sample Identification	Test	Value	Specification Limits
Backfill	Liquid Limit	52	N/A
	Plasticity Index	34	N/A

Remarks: Laboratory testing done in general accordance with ASTM D 4318.

Raul Palma, Senior Materials Engineer

P.O. Box 4569 - Edinburg, Texas 78540 - Telephone: 956-383-8522 - Fax: 956-383-0295

Moisture-Density Relationship of Soils Report

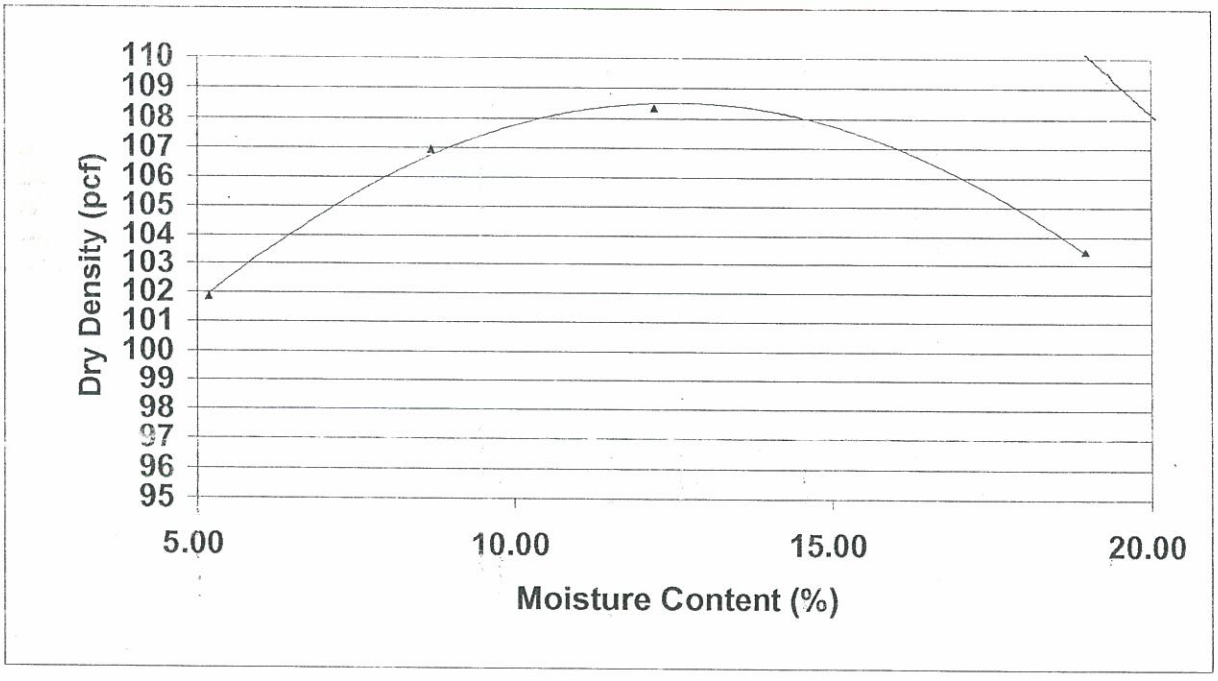
Proj. Name: South Tower Road
Client: Hidalgo County Pct. 2
Engineer: R. Gutierrez Engineering
Architect: N/A
Contractor: OG Construction

MEG Report No.: 09M21-1-3
Date Sampled: 02-25-09
Date Reported: 04-07-09
Material Description: Tan Sand
Sample Location: Stock Pile on Tower Road

Compaction Method: ASTM D 698
Specific Gravity: 2.65

Specimen No.:	1	2	3	4
Percent Moisture, %:	5.2	8.7	12.2	19.0
Dry Density (pcf):	101.9	106.9	108.3	103.4

Maximum Dry Density in P.C.F.	113.4
Optimum Moisture (%)	12.5



Remarks: Laboratory testing done in general accordance with ASTM D 698

Raul Palma, Senior Materials Engineer

Atterberg Limits of Soils Report

Project Description: South Tower Road
Client: Hidalgo County Pct. 2
Engineer: R. Gutierrez Engineering
Architect: N/A
Contractor: OG Construction

M.E.G. Report Number: 09M21-1-4
Date Sampled: 02-25-09
Date Reported: 04-07-09
Material Description: Tan Sand
Sample Location: Stock Pile on Tower Road

Procedure Utilized: ASTM D4318

Preparation Method: Wet

Sample Identification	Test	Value	Specification Limits
Tan Sand	Liquid Limit		N/A
	Plasticity Index	Non Plastic	N/A

Remarks: Laboratory testing done in general accordance with ASTM D 4318.

Raul Palma, Senior Materials Engineer

AI-17053 **23.A.7.**

Removal from Inventory List and Destruction of Fixed Assets
CC REGULAR

Date: 08/25/2009
Submitted By: Nelda Olivarez, HIDTA
Submitted For: Marty Salazar, Purchasing Dept.
Department: HIDTA
Agenda Category: Purchasing Department

Information

CAPTION

Pursuant to Texas Local Government Code, 263.151 (1), approval to declare as "Salvage Property" (for the purposes of destruction), including authority to removed the following detailed items from HIDTA inventory:

Asset No.	Description	Acquired Date	Serial No.
25144	2 ITEMS TX-788 PAGER / TX-2100	06/02/1992	222486190
28417	PANASONIC-AG-6024 TIME LAPSE VCR	12/29/1994	E4TA00122
28418	PANASONIC KS 202 VIDEO SYSTEM LEA	12/29/1994	250221
34422	UNITEL 2000 CELL INTELIG SYSTEM	02/22/2000	289279
34423	DIGITAL NOISE FILTER U-2000D	02/22/2000	289279
none	FOXBAT AUDIO SURVEILLANCE DEVICE	Transferred from Cameron County	
none	VIDEO INVESTIGATOR KIT	Transferred from Cameron County	

BACKGROUND

Although these items are considered and ordered "salvage", destruction is the only option due to the potential risk of the illegal use in the community.

Fiscal Impact

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

BUDGETARY IMPACT:
No funding required.

Attachments

Link: Affidavit-Destroy Assets

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/20/2009 01:01 PM	APRV
2	Budget & Management	Erika Zamora	08/20/2009 01:42 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	08/20/2009 03:50 PM	APRV
4	Auditor's Office		08/21/2009 05:31 PM	NEW

Form Started By: Nelda Olivarez

Started On: 08/19/2009 03:22 PM

Final Approval Date: 08/21/2009

AFFIDAVIT

It is my intent to attest that the following law enforcement items are considered inoperable or obsolete.

Asset No.	Desription	Acq Date	Serial No.	PO No.
25144	2 ITEMS TX-788 PAGER / TX-2100	06/02/92	222486190	59517
28417	PANASONIC-AG-6024 TIME LAPSE VCR	12/29/94	E4TA00122	84209
28418	PANASONIC KS 202 VIDEO SYSTEM LEA 5565	12/29/94	250221	84209
34422	UNITEL 2000 CELL INTELIG SYSTEM	02/22/00	289279	
34423	DIGITAL NOISE FILTER U-2000D	02/22/00	289279	
none	FOXBAT AUDIO SURVEILLANCE DEVICE	Transferred from Cameron County		
none	VIDEO INVESTIGATOR KIT	Transferred from Cameron County		

Due to the potential risk of illegal use in the community, said items can not be surplus or salvage, destruction is the only option pursuant to Texas Local Government Code, 263.151.

I formally request that the aforementioned items be destroyed and removed from the Hidalgo County HIDTA Task Force inventory list

Dora L. Munoz
HIDTA Task Force Commander

THE STATE OF TEXAS ()
()
COUNTY OF HIDALGO ()

BEFORE ME, the undersigned authority, on this day personally appeared Dora L. Munoz known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and consideration there expressed.

GIVEN UNDER MY HAND and seal of office this 14th day of August, 2009 A.D.

Notary Public

Sonya I Lopez
Notary Public, State of Texas
My Commission Expires:
June 2, 2011

AI-17087 **23.A.8.**

Requesting approval of WA No. 1 and 2 for Hon. Rolando Rios for Re-districting Plan Project

CC REGULAR

Date:	08/25/2009
Submitted By:	Gricelda Villarreal, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

a. Acceptance and approval of Work Authorization No. 1 in the amount of $45,000.00 and Work Authorization No. 2 in the amount of $18,000.00 with Hon. Rolando L. Rios and Associates, PLLC to provide consulting services for the Re-districting Plan project through Contract No. C-09-145-08-18.

b. Approval to substitute amended attachment B of original contract (which clearly details calendar tasks).

BACKGROUND

Reference : AI-16576 CC 08/18/09

Fiscal Impact

FISCAL YEAR: 9 ACCT. #: 9-1100-414-00-130-001-0-339

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

BUDGETARY IMPACT:

available balance is $79,500.00 as of 08/21/09.

Attachments

Link: WA #1

Link: WA #2

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/21/2009 11:04 AM	APRV
2	Budget & Management	Erika Zamora	08/21/2009 12:48 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	08/21/2009 03:59 PM	APRV
4	Roland Garcia	Rolando Garcia	08/21/2009 05:04 PM	APRV
5	Auditor's Office		08/21/2009 05:31 PM	NEW

Form Started By: Gricelda Villarreal Started On: 08/20/2009 03:46 PM

Final Approval Date: 08/21/2009

HIDALGO COUNTY

PROFESSIONAL LEGAL SERVICES

Contract # C-09-145-08-18

Work Authorization Form

WORK AUTHORIZATION NO. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of the Service Contract made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, ***"Rolando L. Rios and Associates, PLLC"***, professional legal services of San Antonio, Texas, hereinafter called the ***"Law Firm"***.

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the ***Law Firm*** to provide ***SEE ATTACHMENT B as attached hereto – TASK 1 – 5.***

The scope of services to be provided by the ***Law Firm*** is identified in ***ATTACHMENT "A" – Services to be Provided by the Law Firm a/k/a TASKS*** as attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is ***$ 45,000.00***. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as the agreement ***ARTICLE D-FEE STRUCTURE- 1. a.)*** *and* ***ATTACHEMENT B-SCHEDULE OF WORK PRODUCT DELIVERABLES.***

PART 3. PAYMENT

Compensation and payment to the ***Law Firm*** for the services established under this Work Authorization shall be made in accordance with ***Article***/Part/Section ***D. e.)*** of the Agreement.

PART 4. FUNDING

This Work Authorization No. 1 shall be funded through funding source:
Account No. **9-1100-414-00-130-001-0-339**
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 schedule of work product deliverables under this work authorization for ***Tasks 1-5.***

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACCEPTANCE AND APPROVAL

This Work Authorization No. **1** is hereby accepted, approved by Hidalgo County Commissioners' Court on **08/25/09** as indicated below and effective as of **25th** day of **August, 2009.**

THE LAW FIRM:
ROLANDO L. RIOS and
ASSOCIATES, PLLC

Rolando L. Rios, Owner

THE OWNER:
HIDALGO COUNTY

Juan D. Salinas, III, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Service (TASKS) to be Provided by the Law Firm
ATTACHMENT "B" - Schedule of Work Product Deliverables
ATTACHMENT "C" - Fee Schedule under (***ARTICLE D-FEE STRUCTURE- 1. a)*** of the Redistricting Legal Services Retainer Agreement

ATTACHMEMT A

TASKS

1. Download and update ESRI shape files for existing Hidalgo County voting precincts and compare to state files and make appropriate adjustments;

2. Monitor census timeline and county compliance; meet with US Census officials on procedures directed at minimizing the undercount.

3. Download and analyze voter registration and turn out for general elections from 2000 to present.

4. Download existing single commissioner districts and provide analysis of population with demographics.

5. Provide a pre-census analysis of existing commissioner precincts, justice of the peace precincts, constable precincts and voting precincts. Provide scenarios of population to elected official ratios as compared to other comparable jurisdictions; provide analysis of projected growth for the jurisdiction and the respective districts.

6. Analysis of voter registration using 2002, 2004, 2006, 2008 data for each precinct and single member district; update using Nov. 2008-09 data.

7. Analysis of voter turn out using 2002, 2004, 2006, 2008 data for each precinct and single member district; update after Nov. 2008-09 data

8. Identify communities of interest / local interest groups with narrative description and geo-coding.

9. Analysis of existing redistricting and census undercount law.

10. Interview incumbents and document priorities of respective precincts and identify communities of interest.

11. Obtain input from incumbents on potential changes to respective commissioner precincts

12. Analysis of existing districts using 2010 census data and requirements of the 14th Amendment and Section 2 and 5 of the Federal Voting Rights Act, 42 USC 1973 & 1983.

13. Conduct public hearings on redistricting plans as scheduled by clients.

14. Analysis of proposed districts using 2010 census data and requirements of the relevant Texas State Law and the 14th Amendment and Section 2 and 5 of the Federal Voting Rights Act, 42 USC 1973 & 1983.

15. Coordinate the redistricting process with local redistricting committee should the county decide to establish such a committee.

16. Analysis of plans being considered to ensure they comply with Section 2 and Section 5 of the Federal Voting Rights Act, 42 U.S.C. 1973.

17. Present plans of County Commissioner Precincts to Hidalgo County Commissioners Court and obtain approval of a plan.

18. Present plans of Justice of the Precinct Precincts to Hidalgo County Commissioners Court and obtain approval of a plan.

19. Present plans of Constable Precincts to Hidalgo County Commissioners Court and obtain approval of a plan.

20. Present plans of Election Administrations' Voting Precincts to Hidalgo County Commissioners Court and obtain approval of a plan.

21. Prepare and submit adopted plans to the Department of Justice for Section 5 pre-clearance.

22. File approved plan with appropriated Texas State Agencies.

23. Make appropriate adjustment that may be necessary as part of the post redistricting process and election analysis to insure that the elections are voter friendly.

24. Should litigation ensue on any of the redistricting plans, the Rios Firm has extensive experience in both federal and state litigation and will be available by separate contract to represent Hidalgo County.

ATTACHMENT B

A M E N D E D

SCHEDULE OF WORK PRODUCT DELIVERABLES:

2009: ***delivery of work product for Task 1 through 5 as follows:***

1 Download and update ESRI shape files for existing Hidalgo County voting precincts and compare to state files and make appropriate adjustments;

2 Monitor census timeline and county compliance; meet with US Census officials on procedures directed at minimizing the undercount.

3 Download and analyze voter registration and turn out for general elections from 2000 to present.

4 Download existing single commissioner districts and provide analysis of population with demographics.

5 Provide a pre-census analysis of existing commissioner precincts, justice of the peace precincts, constable precincts and voting precincts. Provide scenarios of population to elected official ratios as compared to other comparable jurisdictions; provide analysis of projected growth for the jurisdiction and the respective districts.

2009: ***delivery of work product for Task 6 through 7 as follows:***

6. Analysis of voter registration using 2002, 2004, 2006, 2008 data for each precinct and single member district; update using Nov. 2008-09 data.

7. Analysis of voter turnout using 2002, 2004, 2006, 2008 data for each precinct and single member district; update after Nov. 2008-09 data

2010: *delivery of work product for Task 8 through 11 as follows:*

8. Identify communities of interest / local interest groups with narrative description and geo-coding.

9. Analysis of existing redistricting and census undercount law.

10. Interview incumbents and document priorities of respective precincts and identify communities of interest.

11. Obtain input from incumbents on potential changes to respective commissioner precincts

2011: ***delivery of work product for Task 12 through 24 as follows:***

12. Analysis of existing districts using 2010 census data and requirements of the 14th Amendment and Section 2 and 5 of the Federal Voting Rights Act, 42 USC 1973 & 1983.

13. Conduct public hearings on redistricting plans as scheduled by clients.

14. Analysis of proposed districts using 2010 census data and requirements of the relevant Texas State Law and the 14th Amendment and Section 2 and 5 of the Federal Voting Rights Act, 42 USC 1973 & 1983.

15. Coordinate the redistricting process with local redistricting committee should the county decide to establish such a committee.

16. Analysis of plans being considered to ensure they comply with Section 2 and Section 5 of the Federal Voting Rights Act, 42 U.S.C. 1973.

17. Present plans of County Commissioner Precincts to Hidalgo County Commissioners Court and obtain approval of a plan.

18. Present plans of Justice of the Precinct Precincts to Hidalgo County Commissioners Court and obtain approval of a plan.

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20. Present plans of Election Administrations' Voting Precincts to Hidalgo County Commissioners Court and obtain approval of a plan.

21. Prepare and submit adopted plans to the Department of Justice for Section 5 pre-clearance.

22. File approved plan with appropriated Texas State Agencies.

23. Make appropriate adjustment that may be necessary as part of the post redistricting process and election analysis to insure that the elections are voter friendly.

24. Should litigation ensue on any of the redistricting plans, the Rios Firm has extensive in both federal and state litigation and will be available by separate contract to represent Hidalgo County.

(All tasks and schedule are planned to insure that Hidalgo County can obtain approval from the Department of Justice and comply with Sec.2 and Sec. 5 of the Federal Voting Rights Act in order to conduct their election schedule without interruption)

ATTACHMENT C

C-09-145-08-18

ROLANDO L. RIOS AND ASSOCIATES, PLLC

www.riosredistricting.com rrios@rolandorioslaw.com

REDISTRICTING LEGAL SERVICES RETAINER AGREEMENT

This agreement is to confirm the terms of the negotiations between Rolando L. Rios & Associates, PLLC (the Firm) and **Hidalgo County** (the Jurisdiction) for the purpose of providing redistricting services.

A. SERVICES

1.) Early Estimate of Population Disparity and prepare pre-census analysis: Analysis of the existing single member districts of the commissioner's, justices of the peace and constable precincts to determine potential changes using latest demographic, census and voter registration updates. Prepare ratios of population to elected official where appropriate for analysis and decision making. This process will take place in **2009-2010**

2.) Redistricting Plans: Prepare redistricting plans using the latest population data for the commissioners' consideration and selection. This process will occur as the latest population data becomes available. **2010-2011**

3.) Federal and State Approval: Submit to the United States Department of Justice for approval the adopted plan in time for the planned elections. This process will take place in **2010-11**.

B. TASKS: Attachment A list tasks designed to accomplish services and is incorporated as part of this contract.

C. DATA: The Firm agrees to provide redistricting plans for the approval of the Jurisdiction using the 2010 United States Census Data. The Firm agrees to use electronic software that is compatible with software used by the Jurisdiction. Upon approval of a redistricting plans by the Jurisdiction, the Firm agrees to submit and obtain approval by the United States Department of Justices as required by Section 5 of the Federal Voting Rights Act, 42 USC 1973c.

D. FEE STRUCTURE

1.) With a population of approximately **752,909** (latest average estimate) the Jurisdiction agrees to pay **$ 225,000.00** as total fee for redistricting services plus costs not to exceed **$15,000.00**. Said project is to use the latest census data available. The fee will be paid as described follows:

a.) Payments of $9,000 for the first 22 Tasks with deliverables as described in **Attachment A** and two final payments of $13,500 each upon completion of **Task 23 and 24.**

b.) Seven of the Tasks are to be completed in 2009 as proposed in **Attachment B**;

c.) Four of the Tasks are to be completed in 2010 as proposed in **Attachment B**;

d.) The remaining thirteen Tasks are to be completed in 2011 as proposed in **Attachment B**; however, Tasks described for completion in late 2010 or early 2011 may be modified depending upon availability of the census block data and agreed to by the parties.

e.) All work described in **Attachment B** will not proceed until **Hidalgo County** has approved and issued a **Work Authorization**.

f.) Cost and expenses will be billed as incurred with each Task and will include costs for the following activities and as further described in **Attachment C**:

A. Printing Maps – color or black and white.
B. Travel expenses for meetings with clients and staff.
C. Costs associated with conducting public hearings as recommended by clients.
D. Copying, document preparation, faxes and scanning.
E. Postage and fed express.
F. Costs associated with purchasing data sets from US Census Bureau.

E. SCOPE OF ATTORNEY-CLIENT RELATIONSHIP: This Retainer Agreement establishes a limited attorney-client relationship only between the Firm and the Jurisdiction. The relationship exists only as to the services described above. The Retainer Agreement does not impose any duty upon the Firm to provide advice or work to the Jurisdiction regarding legal matters absent a request for such advice or work from the Jurisdiction regarding legal matters. If a lawsuit or other adversarial matter is brought against the Jurisdiction and/or any elected official or employee of the Jurisdiction, the Firm

may require the execution of one or more separate Letters of Engagement prior to undertaking an attorney-client relationship in the matter. Fees for any engagement for services described herein will be fixed at $195 per hour for attorney time and $85 per hour for paralegal fees.

Executed this _____ day of _____, 2009.

ROLANDO L. RIOS & ASSOCIATES, PLLC

by:_____
Rolando L. Rios
Title: Owner

HIDALGO COUNTY

by:_____
Juan D. Salinas, III
Title: County Judge

Attest:

by:_____
Arturo Guajardo Jr., County Clerk

Approved as to Form:
Atlas & Hall, L.L.P.

by: _____
Stephen L. Crain, Attorney

ATTACHMEMT A

TASKS

1. Download and update ESRI shape files for existing Hidalgo County voting precincts and compare to state files and make appropriate adjustments;

2. Monitor census timeline and county compliance; meet with US Census officials on procedures directed at minimizing the undercount.

3. Download and analyze voter registration and turn out for general elections from 2000 to present.

4. Download existing single commissioner districts and provide analysis of population with demographics.

5. Provide a pre-census analysis of existing commissioner precincts, justice of the peace precincts, constable precincts and voting precincts. Provide scenarios of population to elected official ratios as compared to other comparable jurisdictions; provide analysis of projected growth for the jurisdiction and the respective districts.

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22. File approved plan with appropriated Texas State Agencies.

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24. Should litigation ensue on any of the redistricting plans, the Rios Firm has extensive experience in both federal and state litigation and will be available by separate contract to represent Hidalgo County.

ATTACHMENT B

A M E N D E D

SCHEDULE OF WORK PRODUCT DELIVERABLES:

2009: ***delivery of work product for Task 1 through 5 as follows:***

1 Download and update ESRI shape files for existing Hidalgo County voting precincts and compare to state files and make appropriate adjustments;

2 Monitor census timeline and county compliance; meet with US Census officials on procedures directed at minimizing the undercount.

3 Download and analyze voter registration and turn out for general elections from 2000 to present.

4 Download existing single commissioner districts and provide analysis of population with demographics.

5 Provide a pre-census analysis of existing commissioner precincts, justice of the peace precincts, constable precincts and voting precincts. Provide scenarios of population to elected official ratios as compared to other comparable jurisdictions; provide analysis of projected growth for the jurisdiction and the respective districts.

2009: ***delivery of work product for Task 6 through 7 as follows:***

6. Analysis of voter registration using 2002, 2004, 2006, 2008 data for each precinct and single member district; update using Nov. 2008-09 data.

7. Analysis of voter turnout using 2002, 2004, 2006, 2008 data for each precinct and single member district; update after Nov. 2008-09 data

2010: *delivery of work product for Task 8 through 11 as follows:*

8. Identify communities of interest / local interest groups with narrative description and geo-coding.

9. Analysis of existing redistricting and census undercount law.

10. Interview incumbents and document priorities of respective precincts and identify communities of interest.

11. Obtain input from incumbents on potential changes to respective commissioner precincts

2011: ***delivery of work product for Task 12 through 24 as follows***:

12. Analysis of existing districts using 2010 census data and requirements of the 14th Amendment and Section 2 and 5 of the Federal Voting Rights Act, 42 USC 1973 & 1983.

13. Conduct public hearings on redistricting plans as scheduled by clients.

14. Analysis of proposed districts using 2010 census data and requirements of the relevant Texas State Law and the 14th Amendment and Section 2 and 5 of the Federal Voting Rights Act, 42 USC 1973 & 1983.

15. Coordinate the redistricting process with local redistricting committee should the county decide to establish such a committee.

16. Analysis of plans being considered to ensure they comply with Section 2 and Section 5 of the Federal Voting Rights Act, 42 U.S.C. 1973.

17. Present plans of County Commissioner Precincts to Hidalgo County Commissioners Court and obtain approval of a plan.

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21. Prepare and submit adopted plans to the Department of Justice for Section 5 pre-clearance.

22. File approved plan with appropriated Texas State Agencies.

23. Make appropriate adjustment that may be necessary as part of the post redistricting process and election analysis to insure that the elections are voter friendly.

24. Should litigation ensue on any of the redistricting plans, the Rios Firm has extensive in both federal and state litigation and will be available by separate contract to represent Hidalgo County.

(All tasks and schedule are planned to insure that Hidalgo County can obtain approval from the Department of Justice and comply with Sec.2 and Sec. 5 of the Federal Voting Rights Act in order to conduct their election schedule without interruption)

ATTACHMENT C

SCHEDULE OF COSTS:

A. Printing Maps – color or black and white.

i. Color – Letter or legal size .95
ii. Color – Ledger 2.30
iii. Black and white – letter or legal size .10
iv. Color wall size 15.00

B. Travel expenses for meetings with clients and staff.

i. Travel .58¢ per mile or cost of most economical airline tickets
ii. Air Travel most economical travel
iii. Hotel not to exceed $100 per day
iv. Meals not to exceed $39 per day

C. Costs associated with conducting public hearings as recommended by clients.

i. Travel (see para h above)
ii. Document preparation (see para j below)
iii. Rental of hearing rooms and audio equipment (as billed)

D. Copying, document preparation, faxes and scanning.

i. Copies .10¢
ii. Tabs, Alpha or Numeric .25¢
iii. Binding
    1. 1 inch $3.25
    2. 2 inch $5.25
    3. 3 inch $8.25

E. Postage and express mail.

i. US Mail as billed
ii. Express Mail as billed

F. Costs associated with purchasing data sets from US Census Bureau.

i. As billed by the United States Census Bureau

(All expenses will be provided with a receipt associated with each expense.)

HIDALGO COUNTY
PROFESSIONAL LEGAL SERVICES
Contract # C-09-145-08-18
Work Authorization Form

WORK AUTHORIZATION NO. 2

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, ***"Rolando L. Rios and Associates, PLLC",*** professional legal services of San Antonio, Texas, hereinafter called the ***"Law Firm".***

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the ***Law Firm*** to provide ***SEE ATTACHMENT B as attached hereto – TASK 6 –7.***

The scope of services to be provided by the ***Law Firm*** is identified in ***ATTACHMENT "A" – Services to be Provided by the Law Firm a/k/a TASKS*** *as* attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is ***$ 18,000.00***. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as the agreement ***ARTICLE D-FEE STRUCTURE- 1. a.)*** *and* ***ATTACHEMENT B-SCHEDULE OF WORK PRODUCT DELIVERABLES.***

PART 3. PAYMENT

Compensation and payment to the ***Law Firm*** for the services established under this Work Authorization shall be made in accordance with ***Article***/Part/Section ***D. e.)*** of the Agreement.

PART 4. FUNDING

This Work Authorization No. 2 shall be funded through funding source:
Account No. **9-1100-414-00-130-001-0-339**
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 schedule of work product deliverables under this work authorization for ***Tasks 6-7.***

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACCEPTANCE AND APPROVAL

This Work Authorization No. **2** is hereby accepted, approved by Hidalgo County Commissioners' Court on **08/25/09** as indicated below and effective as of **25th** day of **August, 2009.**

THE LAW FIRM:
ROLANDO L. RIOS and
ASSOCIATES, PLLC

Rolando L. Rios, Owner

THE OWNER:
HIDALGO COUNTY

Juan D. Salinas, III, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Service (TASKS) to be Provided by the Law Firm
ATTACHMENT "B" - Schedule of Work Product Deliverables
ATTACHMENT "C" - Fee Schedule under (***ARTICLE D-FEE STRUCTURE- 1. a) of the*** Redistricting Legal Services Retainer Agreement with

ATTACHMEMT A

TASKS

1. Download and update ESRI shape files for existing Hidalgo County voting precincts and compare to state files and make appropriate adjustments;

2. Monitor census timeline and county compliance; meet with US Census officials on procedures directed at minimizing the undercount.

3. Download and analyze voter registration and turn out for general elections from 2000 to present.

4. Download existing single commissioner districts and provide analysis of population with demographics.

5. Provide a pre-census analysis of existing commissioner precincts, justice of the peace precincts, constable precincts and voting precincts. Provide scenarios of population to elected official ratios as compared to other comparable jurisdictions; provide analysis of projected growth for the jurisdiction and the respective districts.

6. Analysis of voter registration using 2002, 2004, 2006, 2008 data for each precinct and single member district; update using Nov. 2008-09 data.

7. Analysis of voter turn out using 2002, 2004, 2006, 2008 data for each precinct and single member district; update after Nov. 2008-09 data

8. Identify communities of interest / local interest groups with narrative description and geo-coding.

9. Analysis of existing redistricting and census undercount law.

10. Interview incumbents and document priorities of respective precincts and identify communities of interest.

11. Obtain input from incumbents on potential changes to respective commissioner precincts

12. Analysis of existing districts using 2010 census data and requirements of the 14th Amendment and Section 2 and 5 of the Federal Voting Rights Act, 42 USC 1973 & 1983.

13. Conduct public hearings on redistricting plans as scheduled by clients.

14. Analysis of proposed districts using 2010 census data and requirements of the relevant Texas State Law and the 14th Amendment and Section 2 and 5 of the Federal Voting Rights Act, 42 USC 1973 & 1983.

15. Coordinate the redistricting process with local redistricting committee should the county decide to establish such a committee.

16. Analysis of plans being considered to ensure they comply with Section 2 and Section 5 of the Federal Voting Rights Act, 42 U.S.C. 1973.

17. Present plans of County Commissioner Precincts to Hidalgo County Commissioners Court and obtain approval of a plan.

18. Present plans of Justice of the Precinct Precincts to Hidalgo County Commissioners Court and obtain approval of a plan.

19. Present plans of Constable Precincts to Hidalgo County Commissioners Court and obtain approval of a plan.

20. Present plans of Election Administrations' Voting Precincts to Hidalgo County Commissioners Court and obtain approval of a plan.

21. Prepare and submit adopted plans to the Department of Justice for Section 5 pre-clearance.

22. File approved plan with appropriated Texas State Agencies.

23. Make appropriate adjustment that may be necessary as part of the post redistricting process and election analysis to insure that the elections are voter friendly.

24. Should litigation ensue on any of the redistricting plans, the Rios Firm has extensive experience in both federal and state litigation and will be available by separate contract to represent Hidalgo County.

ATTACHMENT B

A M E N D E D

SCHEDULE OF WORK PRODUCT DELIVERABLES:

2009: ***delivery of work product for Task 1 through 5 as follows:***

1 Download and update ESRI shape files for existing Hidalgo County voting precincts and compare to state files and make appropriate adjustments;

2 Monitor census timeline and county compliance; meet with US Census officials on procedures directed at minimizing the undercount.

3 Download and analyze voter registration and turn out for general elections from 2000 to present.

4 Download existing single commissioner districts and provide analysis of population with demographics.

5 Provide a pre-census analysis of existing commissioner precincts, justice of the peace precincts, constable precincts and voting precincts. Provide scenarios of population to elected official ratios as compared to other comparable jurisdictions; provide analysis of projected growth for the jurisdiction and the respective districts.

2009: ***delivery of work product for Task 6 through 7 as follows:***

6. Analysis of voter registration using 2002, 2004, 2006, 2008 data for each precinct and single member district; update using Nov. 2008-09 data.

7. Analysis of voter turnout using 2002, 2004, 2006, 2008 data for each precinct and single member district; update after Nov. 2008-09 data

2010: *delivery of work product for Task 8 through 11 as follows:*

8. Identify communities of interest / local interest groups with narrative description and geo-coding.

9. Analysis of existing redistricting and census undercount law.

10. Interview incumbents and document priorities of respective precincts and identify communities of interest.

11. Obtain input from incumbents on potential changes to respective commissioner precincts

2011: ***delivery of work product for Task 12 through 24 as follows***:

12. Analysis of existing districts using 2010 census data and requirements of the 14th Amendment and Section 2 and 5 of the Federal Voting Rights Act, 42 USC 1973 & 1983.

13. Conduct public hearings on redistricting plans as scheduled by clients.

14. Analysis of proposed districts using 2010 census data and requirements of the relevant Texas State Law and the 14th Amendment and Section 2 and 5 of the Federal Voting Rights Act, 42 USC 1973 & 1983.

15. Coordinate the redistricting process with local redistricting committee should the county decide to establish such a committee.

16. Analysis of plans being considered to ensure they comply with Section 2 and Section 5 of the Federal Voting Rights Act, 42 U.S.C. 1973.

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21. Prepare and submit adopted plans to the Department of Justice for Section 5 pre-clearance.

22. File approved plan with appropriated Texas State Agencies.

23. Make appropriate adjustment that may be necessary as part of the post redistricting process and election analysis to insure that the elections are voter friendly.

24. Should litigation ensue on any of the redistricting plans, the Rios Firm has extensive in both federal and state litigation and will be available by separate contract to represent Hidalgo County.

(All tasks and schedule are planned to insure that Hidalgo County can obtain approval from the Department of Justice and comply with Sec.2 and Sec. 5 of the Federal Voting Rights Act in order to conduct their election schedule without interruption)

ATTACHMENT C

C-09-145-08-18

ROLANDO L. RIOS AND ASSOCIATES, PLLC

www.riosredistricting.com rrios@rolandorioslaw.com

REDISTRICTING LEGAL SERVICES RETAINER AGREEMENT

This agreement is to confirm the terms of the negotiations between Rolando L. Rios & Associates, PLLC (the Firm) and **Hidalgo County** (the Jurisdiction) for the purpose of providing redistricting services.

A. SERVICES

1.) Early Estimate of Population Disparity and prepare pre-census analysis: Analysis of the existing single member districts of the commissioner's, justices of the peace and constable precincts to determine potential changes using latest demographic, census and voter registration updates. Prepare ratios of population to elected official where appropriate for analysis and decision making. This process will take place in **2009-2010**

2.) Redistricting Plans: Prepare redistricting plans using the latest population data for the commissioners' consideration and selection. This process will occur as the latest population data becomes available. **2010-2011**

3.) Federal and State Approval: Submit to the United States Department of Justice for approval the adopted plan in time for the planned elections. This process will take place in **2010-11**.

B. TASKS: Attachment A list tasks designed to accomplish services and is incorporated as part of this contract.

C. DATA: The Firm agrees to provide redistricting plans for the approval of the Jurisdiction using the 2010 United States Census Data. The Firm agrees to use electronic software that is compatible with software used by the Jurisdiction. Upon approval of a redistricting plans by the Jurisdiction, the Firm agrees to submit and obtain approval by the United States Department of Justices as required by Section 5 of the Federal Voting Rights Act, 42 USC 1973c.

D. FEE STRUCTURE

1.) With a population of approximately **752,909** (latest average estimate) the Jurisdiction agrees to pay **$ 225,000.00** as total fee for redistricting services plus costs not to exceed **$15,000.00**. Said project is to use the latest census data available. The fee will be paid as described follows:

a.) Payments of $9,000 for the first 22 Tasks with deliverables as described in **Attachment A** and two final payments of $13,500 each upon completion of **Task 23 and 24.**

b.) Seven of the Tasks are to be completed in 2009 as proposed in **Attachment B**;

c.) Four of the Tasks are to be completed in 2010 as proposed in **Attachment B**;

d.) The remaining thirteen Tasks are to be completed in 2011 as proposed in **Attachment B**; however, Tasks described for completion in late 2010 or early 2011 may be modified depending upon availability of the census block data and agreed to by the parties.

e.) All work described in **Attachment B** will not proceed until **Hidalgo County** has approved and issued a **Work Authorization**.

f.) Cost and expenses will be billed as incurred with each Task and will include costs for the following activities and as further described in **Attachment C**:

A. Printing Maps – color or black and white.
B. Travel expenses for meetings with clients and staff.
C. Costs associated with conducting public hearings as recommended by clients.
D. Copying, document preparation, faxes and scanning.
E. Postage and fed express.
F. Costs associated with purchasing data sets from US Census Bureau.

E. SCOPE OF ATTORNEY-CLIENT RELATIONSHIP: This Retainer Agreement establishes a limited attorney-client relationship only between the Firm and the Jurisdiction. The relationship exists only as to the services described above. The Retainer Agreement does not impose any duty upon the Firm to provide advice or work to the Jurisdiction regarding legal matters absent a request for such advice or work from the Jurisdiction regarding legal matters. If a lawsuit or other adversarial matter is brought against the Jurisdiction and/or any elected official or employee of the Jurisdiction, the Firm

may require the execution of one or more separate Letters of Engagement prior to undertaking an attorney-client relationship in the matter. Fees for any engagement for services described herein will be fixed at $195 per hour for attorney time and $85 per hour for paralegal fees.

Executed this _____ day of _____, 2009.

ROLANDO L. RIOS & ASSOCIATES, PLLC

by:_____
Rolando L. Rios
Title: Owner

HIDALGO COUNTY

by:_____
Juan D. Salinas, III
Title: County Judge

Attest:

by:_____
Arturo Guajardo Jr., County Clerk

Approved as to Form:
Atlas & Hall, L.L.P.

by: _____
Stephen L. Crain, Attorney

ATTACHMEMT A

TASKS

1. Download and update ESRI shape files for existing Hidalgo County voting precincts and compare to state files and make appropriate adjustments;

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24. Should litigation ensue on any of the redistricting plans, the Rios Firm has extensive experience in both federal and state litigation and will be available by separate contract to represent Hidalgo County.

ATTACHMENT B

A M E N D E D

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2009: ***delivery of work product for Task 6 through 7 as follows:***

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7. Analysis of voter turnout using 2002, 2004, 2006, 2008 data for each precinct and single member district; update after Nov. 2008-09 data

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8. Identify communities of interest / local interest groups with narrative description and geo-coding.

9. Analysis of existing redistricting and census undercount law.

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14. Analysis of proposed districts using 2010 census data and requirements of the relevant Texas State Law and the 14th Amendment and Section 2 and 5 of the Federal Voting Rights Act, 42 USC 1973 & 1983.

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(All tasks and schedule are planned to insure that Hidalgo County can obtain approval from the Department of Justice and comply with Sec.2 and Sec. 5 of the Federal Voting Rights Act in order to conduct their election schedule without interruption)

ATTACHMENT C

SCHEDULE OF COSTS:

A. Printing Maps – color or black and white.

i. Color – Letter or legal size .95
ii. Color – Ledger 2.30
iii. Black and white – letter or legal size .10
iv. Color wall size 15.00

B. Travel expenses for meetings with clients and staff.

i. Travel .58¢ per mile or cost of most economical airline tickets
ii. Air Travel most economical travel
iii. Hotel not to exceed $100 per day
iv. Meals not to exceed $39 per day

C. Costs associated with conducting public hearings as recommended by clients.

i. Travel (see para h above)
ii. Document preparation (see para j below)
iii. Rental of hearing rooms and audio equipment (as billed)

D. Copying, document preparation, faxes and scanning.

i. Copies .10¢
ii. Tabs, Alpha or Numeric .25¢
iii. Binding
    1. 1 inch $3.25
    2. 2 inch $5.25
    3. 3 inch $8.25

E. Postage and express mail.

i. US Mail as billed
ii. Express Mail as billed

F. Costs associated with purchasing data sets from US Census Bureau.

i. As billed by the United States Census Bureau

(All expenses will be provided with a receipt associated with each expense.)

AI-17025 **23.B.1.**

BCAP Pct No. 2

CC REGULAR

Date:	08/25/2009
Submitted By:	Yvette Islas, PURCHASING DEPT.
Submitted For:	Agapito Vargas
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Purchasing only: Prct. 2

Information

CAPTION

a. Approval to execute a professional engineering services contract with Sam Engineering & Surveying Inc. for Border Colonia Access Program Round III projects Morningside South and Aldamas I & II Subdivisions for "Preliminary, Design, and Construction Phase Services" for Precinct No. 2 as approved for negotiations on CC 07/28/09;

b. Acceptance and approval of Work Authorization #1 (with a proposed fee of $80,664.20) with Sam Engineering & Surveying to provide engineer services to Hidalgo County Precinct No. 2 for Border Colonia Access Program Projects for Round III: Morningside South and Aldamas I & II Subdivisions subject to TXDOT concurrence.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 9 **ACCT. #:** 9-1312-431-00-122-900-0-334

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

BUDGETARY IMPACT:

Morningside South - available balance is $33,142.82 as of 08/21/09.

FISCAL YEAR: 9 **ACCT. #:** 9-1312-431-00-122-937-0-334

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

BUDGETARY IMPACT:

Aldames I & II - available balance is $47,521.38 as of 08/21/09.

Attachments

Link: sames contract

Link: sames wa 1

Link: sames wa 1 wrk schedule

Link: ai request 17025

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/19/2009 01:55 PM	APRV
2	Budget & Management	Erika Zamora	08/19/2009 02:22 PM	APRV
3	Roland Garcia	Rolando Garcia	08/21/2009 02:01 PM	APRV
4	Auditor's Office		08/21/2009 05:31 PM	NEW

Form Started By: Yvette Islas

Started On: 08/18/2009 03:20 PM

Final Approval Date: 08/21/2009

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL SERVICES

C-CAP-09-338-08-25

THIS AGREEMENT is made effective the 25th day of August, 2009, by and between **HIDALGO COUNTY,** acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and **SAM Engineering & Surveying Inc**., professional engineers of **Pharr**, Texas, hereinafter called the "**Engineer**".

W I T N E S S E T H:

WHEREAS, the **Owner** desires to contract with the **Engineer** to provide professional engineering services for Preliminary, Design and Construction Phase Services for the Texas Department of Transportation Border Colonia Access Funded Colonias Round III projects of **Morningside South and Aldamas I & II Subdivisions** for **Hidalgo County Precinct No 2** (hereinafter referred to as the "**Project**").

NOW, THEREFORE, the **Owner** and the **Engineer** in consideration of the mutual covenants and agreements herein contained do mutually agree as follows:

ARTICLE 1. **Employment of Engineer.** The **Owner** agrees to employ the **Engineer** and the **Engineer** agrees to perform professional engineering services in connection with the **Project** as stated in the articles to follow, and for having rendered such services, the **Owner** agrees to pay the **Engineer** compensation as stated in the articles to follow.

ARTICLE 2. Character and Extent of Services. This Agreement will provide for the development of the **Project** with the following:

2.1 Scope of Work. For this Agreement, the professional services to be provided by the **Engineer**, are more particularly identified in **EXHIBIT "B",** attached hereto.

2.2 Classification of Services. The **Owner** will furnish items and provide those services for the development of the **Project** and fulfillment of this Agreement, identified in **EXHIBIT "A"**, ***Services to be Provided by the Owner***, attached hereto and made a part of this Agreement.

ARTICLE 3. Period of Service. Upon execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof.

3.1 Termination Date. This Agreement shall terminate at the close of business on **April 21, 2010** (hereinafter referred to as the "**Termination Date**"), unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Engineer** to begin work, during periods when work is suspended, or subsequent to the **Termination Date**.

3.2 Extension of the Termination Date. The **Engineer** shall notify the **Owner** in writing as soon as possible if it is determined, or reasonably anticipated, that the work under this Agreement cannot be completed before the **Termination Date**, and the **Owner** may, at the **Owner**'s sole discretion, extend the **Termination Date** by written supplemental agreement as provided in Article 8 hereof. The **Engineer** shall allow adequate time for review and approval by the **Owner** of the written notice and request by the **Engineer** to extend the **Termination Date**.

3.3 Suspension of Work. Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the Owner shall provide thirty (30) calendar days verbal notification to the **Engineer**, followed by written confirmation from the **Owner** to the **Engineer** to that effect. The thirty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**. The work

under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the **Owner** to the **Engineer**. The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**.

If the **Owner** suspends the work, the **Termination Date** as identified above is not affected, and this Agreement will terminate on the date specified, unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**.

3.4 Termination of Agreement. This Agreement may be terminated before the stated **Termination Date** identified in Article 3.1 herein by any of the following conditions:

(1) **Commitment of Current Revenues.** In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Engineer**. The **Owner** agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903.

(2) By mutual agreement and consent, in writing, of both the **Engineer** and the **Owner**.

(3) By the **Owner**, upon failure of the **Engineer** to fulfill the **Engineer's** obligations set forth herein in a satisfactory manner as determined by the **Owner** and in sole opinion of the **Owner**, after the **Owner** provides written notice to the **Engineer** of such failure and the **Engineer** has not corrected such failure within (30) days of such written notice by the **Owner**.

(4) By the **Engineer**, upon failure of the **Owner** to fulfill the **Owner**'s obligations set forth herein, after the **Engineer** provides written notice to the **Owner** of such failure and the **Owner** has not corrected such failure within thirty (30) days of such written notice by the **Engineer**.

(5) By the **Owner** without cause upon thirty (30) days written notice to the **Engineer**.

(6) By satisfactory completion of all services and obligations described herein.

Should the **Owner** terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the **Engineer** notwithstanding anything herein to the contrary. In determining the value of the work performed by the **Engineer** prior to termination, the **Owner** shall be the sole judge of the value of such work performed. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the **Owner** terminate this Agreement under (5) of the paragraph above, the amount charged during the thirty (30) day notice period shall not exceed the amount charged during the preceding ninety (90) days.

If the termination of this Agreement is due to the failure of the **Engineer** to fulfill the **Engineer's** obligations under this Agreement, the **Owner** may take over the **Project** and prosecute the work to completion. In such case, the **Engineer** shall be liable to the **Owner** for any additional cost occasioned by the **Owner**.

If the **Engineer** defaults in the performance of this Agreement or if the **Owner** terminates this Agreement for fault on the part of the **Engineer**, the **Owner** will give consideration to payment of an amount in settlement to include: the actual costs incurred by the **Engineer** in performing the work to the date of default, the amount of work required which was satisfactorily completed to date of default, the value of the work which is usable to the **Owner**, the cost to the **Owner** of employing another consultant and/or firm to complete the work required and the time required to do so, and other factors which affect the value to the **Owner** of the work performed at the time of default. This Agreement shall not be

considered as specifying the exclusive remedy for any default by the **Engineer**, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

The termination of the Agreement and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of the **Owner** and the **Engineer** under this Agreement, except the obligations set forth in Articles 11.2, 12, 13, 15, 16, 17, 18.3, 19, 22, and 26, hereto.

ARTICLE 4. Progress and Coordination. The **Engineer** shall, from time to time during the progress of the work, confer with the **Owner**. The **Engineer** shall prepare and present such information as may be pertinent and necessary, or as may be requested by the **Owner**, in order to evaluate features of the **Engineer's** services and work.

At the request of the **Owner** or the **Engineer**, conferences shall be provided at the **Engineer's** office, the office of the **Owner**, or at other locations designated by the **Owner**. These conferences shall also include evaluation of the **Engineer's** services and work when requested by the **Owner**.

All applicable study reports shall be submitted in preliminary form for approval by the **Owner** before the final report is issued. The **Owner's** comments regarding the **Engineer's** preliminary report will be addressed by the **Engineer** in the final report.

If funds by other agencies or entities are to be used for the development of the **Project** under this Agreement, the **Engineer's** services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state, and/or federal agencies.

Should it be determined that the progress in the production of the **Engineer's** services and work does not satisfy the requirements of the approved **Work Schedule** as provided by **EXHIBIT "C"**, attached hereto, the **Owner** shall review the approved **Work Schedule** with the **Engineer** to determine the corrective action needed by either the **Owner** or the **Engineer**.

The **Engineer** shall promptly advise the **Owner** in writing of events which have a significant impact upon the progress of the **Engineer's** services and work and the approved **Work Schedule**, including:

(1) problems, delays, adverse conditions which will materially affect the ability to attain Agreement objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of **Project** deliverables by the **Engineer** within established time periods; this disclosure will be accompanied by a statement by the **Engineer** of recommended or immediate action taken, or contemplated, and any **Owner** or other agency or entity assistance needed to resolve the situation; and

(2) favorable developments or events which enable meeting the **Work Schedule** goals sooner than anticipated.

ARTICLE 5. Compensation and Fees. For and in consideration of the services identified in Article 2 and more practically in **EXHIBIT "B"**, attached hereto, the maximum amount payable by the **Owner** to the **Engineer** for services rendered by Engineer, subject to adjustment in accordance with Article 6.1 herein, will be provided in each Work Authorization issued. An outline and breakdown of the **Services Fee** is more particularly identified in **EXHIBIT "D1"-*Fee Breakdown***, attached hereto and made a part of this Agreement. Payments to the **Engineer** for ***Services*** shall be made by the **Owner,** upon presentation by the **Engineer** of the monthly **Request for Payment**, in accordance with the terms and provisions of Article 6 herein to be rendered by the Engineer, the Owner shall compensate the Engineer as follow:

5.1 ***Special Services.*** Those services that may be required to be provided by the **Engineer** as ***Special Services*** are set forth below and more particularly described in **EXHIBIT "B"**, attached hereto. For and in consideration of these ***Special Services*** rendered as required by the **Engineer**, as required by the **Owner** shall pay the Engineer a negotiated lump sum fee (hereafter referred to as "**Special Services**

Fee") at the hourly labor rates and non-labor rates (hereinafter referred to as "**Agreement Rates**") specified in **EXHIBIT "D"** – ***Agreement Rates***, attached hereto and made a part of this Agreement, and as follows:

1. RESIDENT OR SITE ENGINEER, INSPECTOR. Actual performance of services of project site engineer, resident engineer and/or inspector, if required by **Owner**.

2. DOCUMENT COPIES. Actual performance and/or providing of additional copies (over 10) of reports; additional copies (over 10) of plans (Agreement drawings), specifications, and estimates (PS&E); additional copies (over 10) of bidding documents; additional copies (over 10) of as-built drawings.

3. EXTRA TRAVEL. Extra travel required of **Engineer** and authorized by **Owner** to points outside of Hidalgo County.

4. EXPERT WITNESS. Assistance to the **Owner** as expert witness in any litigation with third parties, arising from the development or construction of the **Project**.

5. MISCELLANEOUS. Investigations involving detailed consideration of operation, maintenance and overhead expenses and (unless otherwise agreed) the preparation of rate schedules, earning and expense statements; preparation of feasibility studies; environmental document preparation; appraisals, valuations, and material audits; or inventories required for certification of force account construction performed by the **Owner**; preparation of change orders for extra work done by the **Contractor.**

ARTICLE 6. Method of Payment.

6. 1 Request for Payment. Payments to the **Engineer** for services rendered will be made while work is in progress as executed through a lump sum fee assigned to each work authorization (hereinafter referred to as "**Work Authorization**") in accordance with Article 7 herein. For each **Work Authorization**, the **Engineer** shall prepare and submit to the **Owner** monthly progress reports in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter referred to as "**Request for Payment**"). The progress report shall indicate the percent completion of the work accomplished by the **Engineer** during the billing period and to the date of the **Request for Payment**. On or before noon of the first Monday of each month during the performance of the services, the **Engineer** shall submit to the **Owner** for approval a **Request for Payment**. Payment of the lump sum fee for each **Work Authorization** identified in the **Request for Payment** will be in proportion to the

percent completion of the work tasks identified in such **Work Authorizations** together with a detailed breakdown of the amount and the sum of all prior payments. The **Owner** shall review each such **Request for Payment** and may make such exceptions as the **Owner** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the **Owner** meets approving such payment, the **Owner** shall make payment to the **Engineer** in the amount approved as aforesaid subject to Article 6.4 herein and below.

If the **Project**, or any portion(s) thereof, are deleted or otherwise not constructed, compensation to the **Engineer** by the **Owner** for the **Project** or such portions of the **Project** shall be only the amounts paid the **Engineer** for actual work performed in accordance with the **Work Authorization**(s) approved by the **Owner**.

6.2 Final Payment. After final completion of the work and acceptance thereof by the **Owner**, the **Engineer** shall submit a final request for payment ("**Final Request for Payment**") which shall set forth all amounts due and remaining unpaid to the **Engineer** and upon approval thereof by the **Owner**, the **Owner** shall pay to the **Engineer** the amount due ("**Final Payment**") under such **Final Request for Payment** in accordance with the provisions of Article 6.1 hereof. The **Final Payment** shall not be made until the **Engineer** delivers to the **Owner** an affidavit that so far as the **Engineer** has knowledge or information any and all amounts due for materials and services over which the **Engineer** has control have been paid.

6.3 Qualification on Obligations to Pay. Any provision hereof to the contrary notwithstanding, the **Owner** shall not be obligated to make any payment (whether a payment under Article 6.1 hereof or **Final Payment**) to the **Engineer** hereunder if any one or more of the following conditions precedent exist:

(1) The **Engineer** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any Agreement documents related to this Agreement;

(2) Any part of such payment is attributable to the **Engineer's** services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Engineer's** services which were performed in accordance with this Agreement;

(3) The **Engineer** has failed to make payments promptly to consultants or other third parties used in connection with the **Project** for which the **Owner** has made payment to the **Engineer**;

(4) If the **Owner**, in good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Engineer**'s services in accordance with this Agreement, no additional payments will be due the **Engineer** hereunder unless and until the **Engineer**, at its sole cost, performs a sufficient portion of the **Engineer**'s services so that such portion of the compensation then remaining unpaid is determined by the **Owner** to be sufficient to so complete the **Engineer**'s services.

6.4 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the **Engineer**'s services to which such partial payment related or relieves the **Engineer** of any of its obligations hereunder with respect thereto.

6.5 The **Engineer** shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the **Engineer**'s services.

6.6 Waiver. The making of the **Final Payment** shall constitute a waiver of all claims by the **Owner** except those arising from (1) faulty or defective services of the **Engineer** appearing after completion of the **Project**, (2) failure of the **Engineer**'s services to comply with the requirements of this Agreement or any Agreements or Agreements related to the **Project**, or (3) terms of any special warranties required by this Agreement or provided at law or in equity. The acceptance of **Final Payment** shall constitute a waiver of all claims by the **Engineer** except those previously made in writing and identified by the **Engineer** as unsettled at the time of the **Final Request for Payment**.

ARTICLE 7. Work Authorization. After execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof, only as authorized by the **Owner** through an agreed **Work Authorization** document in the form identified in **EXHIBIT "E" – *Work Authorization Form***, attached hereto and made a part of this Agreement. The **Engineer** will identify, as approved by the

Owner, the needed services for the **Project**, as required through the course of the development of the **Project**. The **Owner** shall authorize the **Engineer** to perform one or more of the agreed tasks identified in **EXHIBIT "B"**, attached hereto, in the form of individual work authorizations. Upon authorization from the **Owner**, the **Engineer** will prepare a **Work Authorization** document, which will include a description of the work to be performed, including a description of the tasks and milestones, a work schedule, and an estimated cost proposal agreed upon by the **Owner** and the **Engineer**. The estimated cost proposal shall set forth in detail the computation of the cost of each work task, at the hourly rates established and identified in **EXHIBIT "D"**, attached hereto. The **Work Authorization** shall not waive the **Owner**'s and the **Engineer**'s responsibilities and obligations established in this Agreement.

The estimated cost proposal for each **Work Authorization**, developed by the **Engineer** and approved by the **Owner**, shall be used by the **Owner** to appropriate a purchase order for the **Work Authorization**. Each executed **Work Authorization** shall become a part of this Agreement. Upon satisfactory completion of the **Work Authorization**, the **Engineer** shall submit the **Project**'s deliverables as specified in the executed **Work Authorization** to the **Owner** for review and acceptance.

Work included in a **Work Authorization** shall not begin until the **Owner** and the **Engineer** have signed the **Work Authorization**. All work must be completed on or before the completion date specified in the **Work Authorization**, unless extended by written agreement by the **Engineer** and the **Owner**. The **Engineer** shall promptly notify the **Owner** of any event that will affect completion of the **Work Authorization**. All **Work Authorization**s must be executed and completed by both the **Engineer** and the **Owner** within the period established for this Agreement as specified in Article 3 hereof.

The final acceptance by the **Owner** of each **Work Authorization** for the **Project** shall serve as evidence of completion, on the part of the **Engineer**, of all services under this Agreement insofar as they pertain to that portion of work on the **Project** identified in the applicable work authorization.

ARTICLE 8. Supplemental Agreements. The terms of this Agreement may be amended by supplemental agreement if the **Owner** determines that (1) there is a need to extend the **Termination Date** identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by the **Engineer**, and/or (3) for any other reason agreeable to the **Owner** and the **Engineer**. All supplemental agreements will be developed in the form identified in **EXHIBIT "F" – *Supplemental Agreement Form***, attached hereto and made a part of this Agreement, and incorporated herein by reference as "**Supplemental Agreement**".

If determined appropriate by the **Owner**, additional compensation to the **Engineer** for (1), (2) and/or (3) above shall be paid as a negotiated lump sum fee at the **Agreement Rates** specified in **EXHIBIT "D"**, attached hereto. The negotiated lump sum fee shall be incorporated into the **Supplemental Agreement**.

Any **Supplemental Agreement** must be executed by both the **Engineer** and the **Owner** prior to the **Termination Date** specified in Article 3 hereof.

It is distinctly understood and agreed that no claim by the **Engineer** for additional work, as identified in Article 9 hereof, or changes or revisions in work, as identified in Article 10 hereof, shall be made by the **Engineer** until full execution of the **Supplemental Agreement** and authorization to proceed is granted by the **Owner**. The **Owner** reserves the right to withhold payment to the **Engineer** pending verification of satisfactory work performed by the **Engineer**.

Article 9. Additional Work. If the **Engineer** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the **Engineer** shall promptly notify the **Owner** in writing. In the event the **Owner** finds that such work does constitute extra work, the **Owner** shall so advise the **Engineer** and a written supplemental agreement will be executed between the **Owner** and the **Engineer** as provided herein. The **Engineer** shall not perform any proposed additional work or incur any additional costs prior to the execution by both the **Engineer** and the **Owner**

of a supplemental agreement. Additional compensation from the **Owner** to the **Engineer** shall be paid as a negotiated lump sum fee at the **Agreement Rates** specified in **EXHIBIT "D"**, attached hereto. The negotiated lump sum fee shall be incorporated into the supplemental agreement as specified in Article 8 hereof. The **Owner** shall not be liable or under any obligation to compensate the **Engineer** for work performed or costs incurred by the **Engineer** relating to additional work not directly associated with the performance of the work authorized in this Agreement or as amended through supplemental agreement.

ARTICLE 10. Changes or Revisions in Work. If the **Owner** finds it necessary to request changes to the work, and the changes are within the applications of sound engineering principles, the **Engineer** shall make such revisions if requested and directed by the **Owner**.

10.1 Preliminary Work. The **Engineer** will make, without expense to the **Owner**, such revisions of any preliminary reports or drawings as may be required to meet the needs of the **Owner** and the applications of sound engineering principles**.**

10.2 Previously Approved or Satisfactorily Completed Work. If the **Owner** finds it necessary to request the **Engineer** to make changes to work previously approved by the **Owner** or work satisfactorily completed for which the **Owner** approves or, after a definite plan has been approved by the **Owner**, if a decision is subsequently made by the **Owner**, which for proper execution involves extra services and expenses for changes in or additions to the drawings, specifications or other documents, this will be considered as additional work, and compensation from the **Owner** to the **Engineer** will be in accordance with Article 9 hereof.

10.3 Project Delays. If the **Engineer** is required to perform additional work due to delays by the imposition of causes not within the **Engineer**'s control, such as by the re-advertisement of bids or by the delinquency or insolvency of Contractors, such work associated with these delays shall be considered additional work, and the **Engineer** shall be compensated by the **Owner** for such extra services and expense in accordance with Article 9 hereof.

10.4 Reduction of Project Cost. Notwithstanding any provision herein to the contrary, in the event it is necessary for the **Owner** to require changes in the final plan of the **Project** to enable it to reduce the construction cost of the **Project** to an amount within the sum estimated by the **Engineer**, the **Engineer** will be required to make such revisions or changes. These changes will only be considered additional work by the **Engineer**, if the **Engineer** previously provided these same changes as options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan of the **Project**, and the option or options were not selected or approved by the **Owner** to be incorporated into the final plan of the **Project**. Payment for this additional work will then be made to the **Engineer** in accordance with Article 9 hereof. If the **Engineer** failed to provide these changes as an option or options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan of the **Project**, these changes will not be considered additional work and no additional compensation will be made to the **Engineer**.

ARTICLE 11. Ownership and Release of Documents.

11.1 Ownership of Documents. Original drawings and specifications are the property of the **Engineer**; however, the **Project** is the property of the **Owner**, and the **Engineer** may not use the drawings and specifications thereof for any purpose not relating to the **Project** without the **Owner**'s consent. The **Owner** shall be furnished with such reproductions of drawings and specifications as the **Owner** may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article 3.4 hereof, the **Engineer** will revise drawings to reflect changes made during construction and will promptly furnish the **Owner** with one complete set of reproducible record prints. Prints shall be furnished by the **Engineer**, as an additional service, at any other time requested by **Owner**. All such reproductions shall be the property of the **Owner** who may use them without the **Engineer**'s permission for any proper purpose relating to the **Project**, including, but not limited to, additions to or completion of the **Project**. Any additions or revisions by the **Owner** to a drawing signed, sealed, and

dated by a registered professional engineer, shall be made in accordance with the Texas Engineering Practice Act and the Rules of the State Board of Registration for Professional Engineers.

All documents furnished to the **Engineer** by the **Owner** shall be delivered to the **Owner** upon completion or termination of this Agreement. The **Engineer**, at the **Engineer**'s own expense, may retain copies of such documents or any other data under this Agreement.

11.2 Release of Documents or Information. Release of information to the public or others regarding the **Project** will be in accordance with the Texas Public Information Act.

ARTICLE 12. Discounts, Rebates, Refunds. In connection with procurement services rendered by the **Engineer**, if procurement services are required of the **Engineer** hereunder, all discounts, rebates and refunds shall accrue to the **Owner**. For some purchases, the **Engineer** may deem that payment within the discount period is not safe; and/or inspection, guarantees, or other considerations may dictate delay. In such cases, the **Engineer** shall promptly notify the **Owner** so that a course of action may be mutually agreed upon by the **Owner** and the **Engineer**.

ARTICLE 13. Records, Accounting, Inspection. The **Engineer** shall keep full and detailed records and accounts in a manner approved by the **Owner**. The **Engineer** shall afford the **Owner**'s authorized personnel and independent auditors, if any, full access to the work performed by the **Engineer** regarding the **Project** and to all of the **Engineer**'s books, records, correspondence, instructions, drawings, receipts, vouchers and other documents relating to such work under this Agreement, and the **Engineer** shall preserve all such records for three (3) years after final payment. The **Engineer** shall deliver to the **Owner** upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and requirements of the **Owner**.

ARTICLE 14. Subcontracting and Assignment. The **Engineer** shall not assign, subcontract or transfer the **Engineer**'s interest in this Agreement without the prior written consent of the **Owner**. The **Engineer** shall bind every subconsultant by written subcontract to observe all the terms of this Agreement

to the extent that they may be applicable to each subconsultant. No subcontractor relieves the **Engineer** of any responsibilities under this Agreement.

The **Engineer**, and the **Owner**, do hereby bind themselves, their successors, executors, administrators and assigns to each other party of this Agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this Agreement.

ARTICLE 15. Patents. The **Engineer** shall indemnify and save the **Owner** harmless from all liability for alleged or actual infringement of any patent resulting from the use of apparatus or equipment furnished or designed by the **Engineer** or from the use of any process designed by the **Engineer** or effected by said apparatus or equipment, and the **Engineer** shall indemnify and save the **Owner** harmless from and against all costs, legal fees, expenses and liabilities incurred in or about any claim of or action for such infringement; provided, however, that the **Owner** shall promptly transmit to the **Engineer** all papers served on the **Owner** in any suit involving such claim of infringement, and provided further, that the **Owner** permits the **Engineer** to have entire charge and control of the defense of any such suit. If because of actual infringement the use of such apparatus, equipment, or process is enjoined, the **Engineer** shall refund the purchase price thereof in proportion to the length of service uncompleted, the life of such apparatus or equipment being assumed as five years. The **Engineer** hereby grants to the **Owner** a non-exclusive, royalty-free license under patents now or hereafter owned by the **Engineer** covering any machines, apparatus, processes, articles, or products included in the **Engineer**'s work hereunder.

ARTICLE 16. Confidential Information, Inventions and Other Restrictions.

16.1 Confidential Information. The **Engineer** shall not use in any way, commercial or otherwise, except to the extent required by the proper performance of this Agreement; and shall hold in confidence and not disclose to any person, for any reason or at any time, any information relating to the secret processes, products, compositions, machinery, apparatus or trade secrets of the **Owner**, or any

other confidential information given to the **Engineer** by any of the **Owner**'s commissioners, elected officials, employees, or representatives or acquired by the **Engineer** during the term of or as a result of this Agreement. Any information not generally available to the public shall be considered secret and confidential for the foregoing purposes; provided, however, that any technical information which was lawfully in the **Engineer**'s possession prior to such disclosure to the **Engineer** by the **Owner** or which is or shall lawfully be published or become part of general knowledge from sources other than the **Engineer** or which otherwise shall lawfully become available to the **Engineer** from a source other than the **Owner**, shall not be subject to these provisions. All the foregoing stipulations shall apply to such information and work hereunder as well as to any information and ideas originated or developed by the **Engineer** in performing such work. Such information may, of course, be disclosed to the proper officials or employees of the **Owner** if necessary to perform the work hereunder. The **Engineer** shall, however, inform each of its employees who receive such information of these restrictions and the **Engineer** shall take all reasonable precautions and exert all reasonable efforts to assure conformance with such restrictions by all of its officers, employees, and agents, obtaining from them if necessary, agreements satisfactory to the **Owner**, effectuating the purposes of this Article.

16.2 Inventions. The **Engineer** shall communicate to the **Owner** at once, and require the **Engineer**'s employees assigned to this **Project** to communicate to the **Owner** all inventions and improvements which any of the **Engineer**'s employees, either alone or in conjunction with any of the **Owner**'s employees may conceive, make or discover during the course of or as a result of work on this **Project** under this or any ensuing agreement with the **Owner** that relates to the processes, products, compositions, machinery or plants of the **Owner**, or relating in any way to any of the operations in which the **Owner** may be obligated to pay the Engineer as compensation for services rendered by the **Engineer** under Agreement with the **Owner.** The **Engineer** shall require its employees to execute patent applications and assignments thereof to the **Owner** or its nominees, and powers of attorney relating

thereto for any country the **Owner** may designate, and shall take all other actions as the **Owner** may request to maintain and protect such inventions and improvements. The **Owner** shall pay all costs or charges incurred in protecting such inventions and improvements if the **Owner** desires to protect them. Before assigning any of the **Engineer**'s employees to work under any contract with the **Owner** concerning this **Project**, the **Engineer** shall obtain from them agreements satisfactory to **Owner** complying in all respects with the terms and provisions of this Article.

16.3 The rights and obligations set forth in Article 16 shall survive the performance of this Agreement, or any termination, discharge or cancellation thereof.

ARTICLE 17. Engineer's Seal, Responsibility and Warranties.

17.1 Engineer's Seal. The **Engineer** shall assign a responsible engineer or engineers licensed to practice in the State of Texas, who shall sign, seal and date all appropriate engineering submissions to the **Owner** in accordance with the Texas Engineering Practice Act and the Rules of the State Board of Registration for Professional Engineers.

17.2 Engineer's Responsibility. The **Engineer** shall be responsible for the accuracy of the work for the **Project**, and shall promptly make necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer**. No additional compensation will be made to the **Engineer** for any necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer**.

The **Engineer**'s responsibility for all questions arising from design errors and/or omissions will be determined by the **Owner** or a designee appointed by the **Owner**. The **Engineer** will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the **Project** has been completed.

17.3 Warranties.

(a) The **Engineer** warrants that engineering design work performed by the **Engineer** hereunder shall be in accordance with sound engineering design practices and in conformance with applicable code and standards established for such work.

(b) Notwithstanding anything to the contrary contained in this Agreement, the **Owner** and the **Engineer** agree and acknowledge that the **Owner** is entering into this Agreement in reliance on the **Engineer**'s experience and abilities with respect to performing the **Engineer**'s services hereunder. The **Engineer** accepts the relationship of trust and confidence established between it and the **Owner** by this Agreement. The **Engineer** covenants with the **Owner** to use the **Engineer**'s best efforts, skill, judgment and abilities to design the **Project** and to further the interests of the **Owner** in accordance with the **Owner**'s requirements and procedures, in accordance with all professional standards, and in compliance with all applicable national, federal, state, county and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. If the development of plans, specifications and estimates (hereinafter referred to as "**PS&E**") are identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project**, prior to the commencement of construction, the **Engineer** shall certify in writing to the **Owner** that the **PS&E** for the **Project**, and the improvements when built in accordance therewith, conform to all applicable governmental regulations, statutes and ordinances then in effect. The **Engineer** represents, covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the **Engineer**'s services.

(c) The **Engineer** represents, covenants and agrees that all of **Engineer**'s services to be furnished by the **Engineer** under or pursuant to this Agreement from the inception of the Agreement until the **Project** has been fully completed, shall be of the standard and quality which prevail among engineers of similar experience, knowledge, skill and ability engaged in engineering practice throughout Texas under the same or similar circumstances involving the design and construction of a **Project**.

(d) The **Engineer** represents, covenants and agrees that the **Engineer**'s special talent, training and experience cause the **Engineer** to be the prime professional on the **Project**; that because of such talent and training, the **Engineer** envisions the construction of the **Project** in its entirety, and possesses the special skills which enable the **Engineer** to recognize dangerous conditions that a reasonable, prudent engineer having such special skills could anticipate may arise from the proper use of the **Project** after acceptance by **Owner**; and that the **Engineer** recognizes that any commissioners, elected officials, employees, and agents of the **Owner**, plus residents and owners of property within the area affected by the **Project** are within a class of foreseeable persons who will be relying on the **Project** being designed in a professional and safe manner.

(e) If the development of **PS&E** is identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project**, the **Engineer** represents, covenants and agrees that the **PS&E** of the **Project** will be accurate and free from any material errors. The **Engineer** additionally represents, covenants, and agrees to the following: that the design of the **Project** will conform to its foreseeable use as a **Project** with all the amenities as set forth in any **PS&E** developed by the **Engineer** for the **Project**; that the result of such **PS&E**, if built in accordance therewith, will be suitable for purposes for which the **Project** is designed; and the **Project** will be inspected in a workmanlike, professional manner and will be suitable for the **Project**'s intended purpose. The **Engineer**'s responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the **Owner** of any **PS&E** developed by the **Engineer** for the **Project,** nor shall the **Engineer** be released from any liability by reason of such approval by the **Owner**, it being understood that the **Owner** at all times is ultimately relying upon the **Engineer**'s skill and knowledge in preparing such **PS&E**.

(f) In connection with the **Engineer**'s performance of procurement services hereunder, if any, the **Engineer** shall use its best efforts to obtain from all vendors of equipment and materials, fullest possible warranties against defective materials and workmanship for the benefit the **Owner**.

ARTICLE 18. Engineer's Resources. The **Engineer** shall furnish and maintain, at the **Engineer**'s own expense, office space for the performance of all services, skilled and sufficient personnel, as well as adequate and sufficient equipment to perform the services as required under this Agreement.

18.1 Project Manager. The **Engineer** shall provide a manager (**Project Manager**) for the **Project** that is a registered professional engineer in the State of Texas. The **Project Manager** shall have such knowledge and experience as will enable that **Project Manager** during the course of the **Project** without prior consent of the **Owner**. If, due to situations beyond the control of the **Engineer**, the **Engineer** must change the **Project Manager** prior to the completion and acceptance of the **Project**, the **Engineer** will submit a request to change the **Project Manager** to the **Owner** for approval.

18.2 Employees of the Engineer. All employees of the **Engineer** shall have such knowledge and experience as will enable them to perform the duties assigned to them and required for the services under this Agreement. Any employee of the **Engineer** who, in the opinion of the **Owner**, is incompetent, or whose conduct becomes detrimental to the work required under this Agreement, shall immediately be removed from association with the **Project** when so instructed by the **Owner**. The **Engineer** certifies that the **Engineer** presently has employed sufficient and qualified personnel, and will maintain sufficient and qualified personnel for performance of the services under this Agreement.

18.3 Documents/Information Exchange. The purpose of this Article is to define the required automated resources, format for graphics files, and information exchange pertaining to the **Project**. Taking into consideration that the **Owner** has a significant investment in the development of the **Project**, there is a need for the **Engineer** to provide consistency in document development for information

exchange. Consistency in document development for information exchange and production will help facilitate an economically efficient **Project**. Therefore, the **Engineer** shall provide the **Owner** with documents and information in accordance with the special requirements outlined in **EXHIBIT "B"** attached hereto.

ARTICLE 19. Indemnification. To the fullest extent permitted by applicable law, the **Engineer** and its agents, partners, subcontractors, and consultants (collectively "**Indemnitors**") shall and do agree to indemnify, and hold harmless the **Owner**, the **Owner**'s respective directors, elected officials, employees and agents (collectively "**Indemnitees**") from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "**Liabilities**") of any person or entity whomsoever arising out of, caused by or resulting from the negligent performance of the **Engineer**'s services through activities of the **Engineer**, its agents, partners, subcontractors and/or consultants performed under this Agreement, and which are caused by or result from error, omission, or negligent act of the **Engineer** or of any person employed or contracted by the **Engineer** provided that any such **Liabilities** (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting therefrom and (2) are caused in whole or in part by any negligent act or omission of the **Engineer**, anyone directly or indirectly employed by the **Engineer** or anyone for whose acts the **Engineer** may be legally liable. The **Engineer** shall also save harmless the **Owner** from any and all expense, including, but not limited to, attorney fees which may be incurred by the **Owner** in litigation or otherwise resisting said claim or liabilities which may be imposed on the **Owner** as a result of such activities by the **Engineer**, its agents, partners, subcontractors and/or consultants. In this connection, it is agreed and understood that the **Engineer** shall not be responsible for any portion of the liability proximately caused by the **Owner**'s negligence.

ARTICLE 20. Joint and Several Liability. In the event more than one of the **Indemnitors** are connected with an accident or occurrence covered by the indemnification in Article 19 hereof, then each of such **Indemnitors** shall be jointly and severally responsible to the **Indemnitees** for indemnification and the ultimate responsibility among such **Indemnitors** for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any **Indemnitee**. The provisions of this Article shall not be construed to eliminate or reduce any other indemnification or right which the **Owner** or any of the **Indemnitees** has by law.

ARTICLE 21. Insurance. The **Engineer** shall obtain and maintain insurance in the limits of liability for each of the types of insurance coverage identified as follows:

(1) Workers' Compensation, endorsed with a waiver of subrogation in favor of the **Owner** in accordance with the statutory obligations imposed by Worker's Compensation or Occupational Disease laws under the Texas Workers' Compensation Law ("**Statutory Texas**").

(2) Commercial General Liability, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein*, in limits of liability not less than one million dollars (**$1,000,000**) combined single limit each occurrence and in the aggregate for bodily injury and property damage.

(3) Texas Business Automobile Policy, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein*, in limits of liability not less than two hundred fifty thousand dollars (**$250,000**) each person for bodily injury, five hundred thousand dollars (**$500,000**) each occurrence for bodily injury, and one hundred thousand dollars (**$100,000**) each occurrence for property damage.

(4) Professional Liability in limits of $1,000,000 each claim and aggregate.

The **Engineer** covenants and agrees to maintain an insurance policy in the minimum limits of liability for each of the types of insurance coverage identified above. The **Engineer** shall furnish the **Owner** with a certificate of insurance **(*Hidalgo County* Certificate of Insurance)** showing the said policy to be in full force and effect during the period of service, identified in Article 3 hereto, for this Agreement. The completed ***Hidalgo County Certificate of Insurance*** shall be attached hereto and identified as **EXHIBIT "G"-** ***Hidalgo County Certificate of Insurance***. The **Engineer** will be considered in breach of Agreement should the **Engineer** fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and termination of the Agreement as outlined in Article 3.4 hereto. Additionally, the **Engineer** covenants and agrees to use its best efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the date of the acceptance of the **Project** by the **Owner**.

ARTICLE 22. Compliance with Laws. The **Engineer** shall comply with all applicable Federal, State and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement, including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the **Engineer** shall furnish the **Owner** with satisfactory proof of its compliance therewith.

ARTICLE 23. Noncollusion. The **Engineer** warrants that the **Engineer** has not employed or retained any company or persons, other than a bona fide employee working solely for the **Engineer**, to solicit or secure this Agreement, and that the **Engineer** has not paid or agreed to pay any company, engineer or any other person or entity any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or execution of this Agreement. For breach or

violation of this warranty, the **Owner** shall have the right to annul this Agreement without liability or, in the **Owner**'s discretion, to deduct from the ***Services Fee***, or otherwise recover, the full amount of each fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE 24. Gratuities. The **Owner** mandates that employees of the **Owner** shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the **Owner** under this Agreement; the only exceptions allowed are ordinary business meals. Any person doing business with or who may reasonably seeking to do business with the **Owner** under this Agreement may not make any offer of benefits, gifts or favors to **Owner** employees, except as mentioned herein above. Failure on the part of the **Engineer** to adhere to this provision may result in the termination of this Agreement.

ARTICLE 25. Payment of Franchise Tax. The **Engineer** hereby certifies that the **Engineer** is not delinquent in Texas franchise tax payments, or that the **Engineer** is exempt from, or not subject to, such a tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the **Owner**.

ARTICLE 26. Disputes. The **Engineer** shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the **Engineer** in support of the services under this Agreement.

ARTICLE 27. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE 28. Notices. All notices to either party by the other required under this Agreement shall be personally delivered or mailed to such party at the following respective addresses:

OWNER:	**Hidalgo County**	**ENGINEER: Sam Engineering & Surveying, Inc.**
	Attn: Agapito Vargas	**Attn. Samuel Maldonado, P.E.**
	301 East State Street	**200 South Cage Blvd.**
	Pharr, Texas 78577	**Pharr, Texas 78577**

The address may be changed by either party by written notice, and notice so mailed shall be effective upon mailing.

ARTICLE 29. Miscellaneous Provisions.

(a) This Agreement constitutes the entire Agreement between the **Engineer** and the **Owner** relating to the work herein described and supersedes any prior understanding or written or oral Agreements between the parties respecting the subject matter defined herein. There are no previous or contemporary representations or warranties of the **Owner** or the **Engineer** not set forth herein.

(b) Except as specifically provided herein, no modification, waiver, termination, rescission, discharge, or cancellation of this Agreement or of any terms thereof shall be binding on the **Owner** unless in writing and executed by an officer or employee of the **Owner** specifically authorized to do so.

(c) No waiver of any provision of or a default under this Agreement shall affect the right of the **Owner** thereafter to enforce said provision or to exercise any right or remedy in the event of any other default, whether or not similar.

(d) No modification, waiver, termination, discharge or cancellation of this Agreement or of any terms thereof shall impair the **Owner**'s rights with respect to any liabilities, whether or not liquidated, of the **Engineer** to the **Owner** theretofore accrued.

(e) All rights and remedies of the **Owner** specified in this Agreement are in addition to the **Owner**'s other rights and remedies.

(f) The **Engineer** shall remain an independent contractor and shall have no power, nor shall the **Engineer** represent that the **Engineer** has any power, to bind the **Owner** or to assume or to create any obligation express or implied on behalf of the **Owner** except as specifically authorized in advance by the **Owner**.

(g) The Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

(h) This Agreement may only be amended by a written document executed by the **Owner** and the **Engineer** as provided by Article 8 herein.

ARTICLE 30. Signatory Warranty. The undersigned signatory or signatories for the **Engineer** hereby represent and warrant that the signatory is an officer of the organization for which he or she has executed this Agreement, and that he or she has full and complete authority to enter into this Agreement on behalf of the **Engineer**. The above-stated representations and warranties are made for the purpose of inducing the **Owner** to enter into this Agreement.

IN WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the ____ day of _____**, 2009**.

ENGINEER:
SAM Engineering & Surveying, Inc.

BY: _____
Samuel Maldonado, P.E., Principal

OWNER:
HIDALGO COUNTY

BY: _____
Juan D. Salinas, III, County Judge

ATTEST:

_____

Arturo Guajardo, Jr., Hidalgo County Clerk

ATTACHMENTS:

EXHIBIT A	-Scope of Services to be Provided by the Owner
EXHIBIT B	-Scope of Services to be Provided by the Engineer
EXHIBIT C	-Work Schedule
EXHIBIT D	-Engineer's Agreement Rates
EXHIBIT D1	-Fee Breakdown
EXHIBIT E	-Work Authorization Form
EXHIBIT F	-Supplemental Agreement Form
EXHIBIT G	-Certificate of Insurance (*Hidalgo County*)

EXHIBIT "A"

Services to be Provided by the County

The following provides an outline of the services to be provided by the **Owner** in the development of the **Project** (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General

The **Owner** will provide to the **Engineer** the following:

1) Authorization to the Engineer to begin work.

2) Payment for work performed by the Engineer.

3) Assistance to the Engineer, as necessary, to obtain required data and information from other local, regional, and state agencies that the Engineer cannot easily obtain.

4) Provide any available relevant data that may on file concerning the Project.

5) Provide timely review and decisions in response to the Engineers request for information and/or submittals and deliverables.

6) Attend and participate in progress meetings as required and as coordinated and conducted by the Engineer.

7) Advertise and award, as assisted and recommended by the Engineer, construction Agreeements for the PS&E developed by the Engineer.

8) Attend pre-bid and pre-construction conferences coordinated and conducted by the Engineer.

9) Review and approve monthly and final estimates, developed by the Engineer, for payment to the Contractor. Compensate and pay the Contractor for work performed as identified in the approved monthly and final estimates.

10) Provide assistance to Engineer where necessary and possible with Owner information/resources to ensure project is completed within timely/efficient basis.

11) Provide Engineer with Geotechnical Data of existing pavement thickness.

EXHIBIT "B"

Services to be Provided by the Engineer

The work to be furnished by the Engineer shall consist of management and engineering services for improvements in Hidalgo County Colonias approved by the State of Texas under the Third Call of Proposition Three funding. The work shall be developed in accordance with the Owner, TXDOT, and applicable design standards and in a format acceptable to the owner, and reviewing agencies.

The Engineer shall render specific management and engineering services for the development of the Project and fulfillment of this Agreement as follows:

I. PRELIMINARY PHASE - GENERAL PROJECT MANAGEMENT AND ADMINISTRATION

II. DESIGN PHASE – FINAL DESIGN AND PLANS, SPECIFICATIONS, AND ESTIMATES (PS&E) FOR COLONIA ACCESS

III. CONSTRUCTION PHASE – CONSTRUCTION MANAGEMENT & SUPPORT & INSPECTIONS

I. PRELIMINARY PHASE SERVICES

GENERAL PROJECT MANAGEMENT

Services for GENERAL PROJECT MANAGEMENT by the Engineer will include the following:

1. Project/Program Schedule. See Exhibit "C".

2. Coordination/Meetings. The Owner may require the Engineer to attend local public hearings, policy meetings and upon request attend Owner staff meetings. The Engineer shall assist the Owner, as requested, at meetings with the Texas Department of Transportation (TXDOT), or other necessary entities.

Planning & Assessment

The Engineer will provide the following:

1) Review, verify and gather data necessary to proceed with design of approved TXDOT Colonia Projects.

2) Perform interviews with each Precinct County Commissioner and staff to identify "present day" complaints, roadway and drainage histories and preliminary design information for the approved projects.

3) Obtain geotechnical data for pavement designs; determine subsurface conditions.

4) Develop pavement designs, including cost data, pavement material properties, and pavement drainage.

5) Identify preliminary alignments; develop typical sections.

4) Develop hydraulic design criteria in accordance with Hidalgo County/Local Municipal or TXDOT guidelines.

5) Verify FEMA FIRM zones and requirements.

6) Develop basic schematic layout of improvement to determine right of way requirements.

Environmental Document Preparation and Public Comment

Provide Owner assistance in gathering data necessary to complete the Environmental Review Record format established by Owner to satisfy TXDOT environmental requirements.

Right of Way Data

The Engineer shall provide utility and right of way data for each approved individual project as follows:

Utility Coordination/Inventory

1) The Engineer will develop utility layout sheets from schematics and incorporate utility information; identify all existing overhead and above ground utilities; identify all existing underground utilities; document all information on utility layout sheets; identify potential conflicts. The layout sheets will be reproducible drawings (11"X17") with the following information:

    a) Existing and/or proposed right of way lines
    b) Benchmark data
    c) Existing and proposed drainage system(s)
    d) Location and size of utility (plan/profile view)
    e) Limits of existing casing pipe
    f) Name of the owner/company

2) The Engineer will coordinate utility adjustments with Owner and all affected utility owners as necessary.

Field Survey

The Engineer will provide the following:

1) Vertical and Horizontal Control. Establish and stake the Project control centerline (baselines) and offset for the Project or portions of the Project. Establish vertical control by looping all benchmark (BM) circuits and tie to monument permanent BM elevation. BM's are to be set at 1,000 ft. maximum intervals using Global Positioning System (GPS) survey, and in a location that will be undisturbed by future construction.
2) Topography. Obtain topographic information surveyed for the length of the control centerline, as required; provide location (station and offset), size, height, and depth and/or length and description of topographic features; to include, but not limited to the following: driveways, signs, light poles, mail boxes, all fences (including metal beam guard fence and turndowns), utilities

(type, owner, location, and depth), riprap, existing right of way lines, private property lines, county and/or city limits, etc.. Drainage elements to include:

3) Design Centerline. Establish and stake the design centerline.

Right of Way Map

Provide for the preparation of a project right-of-way map where right of way acquisition is necessary. Provide for the necessary right-or-way research, mapping, surveying and all services related to the development of a right-of-way map. Prepare parcel sketches and field notes of all parcels requiring acquisition. Revisions to be done promptly at no cost to the Owner.

II. DESIGN PHASE SERVICES

Final Design and Plans, Specifications & Estimates

The Engineer will develop the final design and prepare Agreement drawings, specifications and estimates for construction of the Project or portions of the Project as authorized by the Owner. These documents will be submitted to the applicable city, county, state, and/or federal agencies for approval.

All final plan sheets will be developed by the Engineer on 11" X 17" reproducible, 4 mil, double-matte, white, opaque film.

Recognizing that there will be several team members participating in the development of the overall Project, and taking into consideration that the Owner has a significant investment in the development of the Project, there is need for consistency in document development for the purpose of review and production to help facilitate an economically efficient product. All computer document files furnished to the Owner by the Engineer shall be furnished on a CD-ROM created utilizing DOS software. Retrieval documentation relating to file storage on the designated delivery media shall be prepared by the Engineer and provided to the Owner. It is the intent of the Engineer and this Agreement to secure computer files from all Project Team members that are composed of elements of the same precision, integrity, singularity, attributes.

The Engineer shall prepare graphic files that can be reviewed and plotted utilizing Micro-station /AutoCAD, software. The graphic files submitted must be compatible with Micro-station / AutoCad System without conversion or modification and must plot consistent with reproducible plots submitted.

Plan Sheets - Plan sheets developed by the Engineer will include, but not limited to, title sheet, typical sections, sequence of construction, estimates and quantity, plan-profile, channel details, roadway details, bridge and culvert details, hydraulic details, and standards.

Specifications -The Engineer shall use the June 1, 2004 Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges. Other specifications may be developed by the Engineer, but must incorporate, references to standard TXDOT requirements of design & testing procedures and Hidalgo County Subdivision Required Standards.

Estimates - The Engineer will prepare detailed cost estimates and proposals of authorized construction, which will include summaries of bid items and quantities based on the unit price system of bidding.

All plots and graphic media provided by the Engineer, as a result of this Agreement, shall be delivered to the Owner. Final payment for plan sheet documents and/or associated, applicable engineering files will not be made until the files furnished by the Engineer have been demonstrated to be useable in the formats described above and herein.

Services for FINAL DESIGN AND PLANS, SPECIFICATIONS AND ESTIMATES by the Engineer will include the following:

Roadway Design Controls

The Engineer will prepare the roadway design for the Project or portions of the Project as authorized by the Owner. The roadway design will be submitted to the applicable city, county, state, and/or federal agencies for approval.

Roadway design controls will include:

1) Geometric design – horizontal and vertical alignments, intersection geometrics; to be incorporated onto plan and profile sheets.
2) Geometric and grading design – development of typical roadway sections through horizontal and vertical alignment determination and roadway cross sections.
3) Grading design – existing and design cross sections, cut/fill quantities, slope stability analysis, embankment foundation stability and settlement analysis.
4) Earthwork Quantities – obtained from grading design.
5) Miscellaneous supplemental plan details.

Drainage

The Engineer will perform final hydrologic/hydraulic analysis and design for the proposed improvements of the Project or portions of the Project as authorized by the Owner.

Signing

The Engineer will determine location and type of warning, regulatory and guide signs as required by the Hidalgo County Subdivision Standards or local Municipal standards as applicable. All signing design will be based on the final proposed roadway design.

Permanent Pavement Markings

The Engineer with the Owner will evaluate the need for pavement markings and design all permanent pavement markings in accordance with the Hidalgo County Subdivision Standard or Local Municipal Standards as applicable. All such design will be based on the final proposed roadway design.

Miscellaneous

If required for the Project or portion of the Project approved by the Owner, the Engineer will provide the following miscellaneous roadway items:

Miscellaneous Drafting, Standards, and Details

1) The Engineer will prepare a title sheet indicating, at a minimum, project limits, project location map, name of owner and owner acknowledgement/acceptance, facility identification, specification reference, Engineer's seal, signature and date.

2) The Engineer will determine appropriate standard drawings to be incorporated into the plans, and sign/seal any modifications to any agency or industry approved standards.

3) The Engineer will develop any details to clarify any construction requirements of the plan drawings.

PS&E Supporting Documents

4) Specifications List and General Notes. The Engineer will prepare an applicable specification list, in TXDOT format, as well as any general notes that may be applicable to each PS&E submission.

5) Estimates. The Engineer will prepare detailed cost estimates and proposals of authorized construction, which will include summaries of bid items and quantities based, insofar as practicable, on the unit price system of bidding.

6) Agreement Time Determination Statement. The Engineer will determine the time required for construction of the project, outlining phases of construction and appropriate rates of production and construction for bid items determined to be in the critical path for construction of the PS&E submittal.

7) Additional documents. Right of Way Certification, material testing and sampling table.

III. CONSTRUCTION PHASE SERVICES

Construction Management and Support

The Engineer will provide engineering and support services for and during the construction of the Project or portions of the Project approved by the Owner. Specific services for CONSTRUCTION MANAGEMENT AND SUPPORT by the Engineer will include the following:

Construction Bidding

1) The Engineer will furnish to the Owner the necessary copies of approved plans, specifications, notices to bidders, and proposals as prepared under PS&E.

2) The Engineer will coordinate and conduct a Pre-Bid Conference for prospective bidders.

3) The Engineer will assist Owner on the tabulation of bids, recommendations to the Owner as to the proper action on all bid proposals received, and the preparation of formal Agreement documents for the award of each construction Agreement.

Construction Contract Administration

4) In general, the Engineer will provide the management and engineering support/data required for

consultation and advisement to the Owner and act as the Owners representative as provided in the General Condition of the Construction Agreement.

5) The Engineer will coordinate and conduct a pre-construction conference.

6) Defects and Deficiencies. The Engineer will use his best efforts to protect the Owner against defects and deficiencies in the work of the Contractor. The Engineer will promptly notify the Owner of any such defect or deficiency, and take all steps possible to require the Contractor to correct the defect or deficiency.

7) Contractor Payment. The Engineer will take measurements and calculate quantities, in accordance with the construction Agreement specifications, of those items of work accepted and conforming to the construction Agreement specifications, for the preparation of the monthly and final estimates for payment to the Contractor.

8) The Engineer will provide Project site inspection of the authorized construction Agreement(s) as follows:

   a) Project Engineer. The Engineer will provide visits by the Project Engineer or a competent representative of the Engineer to the site of construction for the purpose of monitoring the Contractor's progress and conformance to the construction plans and specifications.

   b) Resident Engineer and/or Construction Inspector(s). The Owner may request the Engineer to furnish the service of a Resident Engineer and/or Construction Inspector(s) for continuous on site inspection construction to the monitor/inspect the Contractor's daily progress and conformance to PS&E specifications. See Article 5 for special services compensation details.

Miscellaneous Technical Activities

9) Shop Drawings. The Engineer will review and check all shop or working drawings furnished by the Contractor.

10) Control of Materials & Equipment. The Engineer will provide inspection of all materials and equipment furnished/used by the Contractor as follows:

   a) Review and record all laboratory, shop and mill tests of materials and equipment for compliance with the construction Agreement specifications.

   b) Observe and/or perform Project record testing and/or independent assurance testing as outlined in the construction Agreement specifications.

11) Change Orders. When applicable the Engineer will prepare the engineering data, including plan sheet drawings, specifications, and estimates, for the preparation of construction Agreement change orders, which may be required due to actual field conditions encountered or new requirements directed by the Owner.

12) As Built Drawings. The Engineer will develop as built drawings to depict the work as actually

constructed. The Owner will be furnished five (5) set of prints.

EXHIBIT "C"

Work Schedule

A detailed work schedule for each **Work Authorization**, identified and more particularly described in Article 7 of this Agreement, shall be prepared by the **Engineer** to be submitted and approved by the Owner in writing for each **Work Authorization**. The work schedule will provide specific work sequence and definite review times by the **Owner** and the **Engineer** of the work performed.

The **Engineer** will diligently pursue the completion of each **Work Authorization** as defined by the milestones and deliverable due dates outlined in each **Work Authorization**'s associated work schedule.

The **Engineer** will inform the **Owner** (in reasonable advance of the delay) should the **Engineer** encounter delays that would prevent the performance of all work in accordance with the established work schedule.

EXHIBIT "D"

Engineers Agreement Rates

HOURLY RATES:

Principal	$120.00/Hr
Project Manager	$78.00/Hr
Project Engineer	$70.00/Hr
R.P.L.S.	$70.00/Hr
G.P.S. Survey Crew	$95.00/Hr
3 Man Survey Crew	$80.00/Hr
2 Man Survey Crew	$70.00/Hr
Party Chief	$40.00/Hr
CADD/Designer	$48.00/Hr
Clerical	$15.00/Hr

EXHIBIT "D1"

Fee Breakdown

For and in consideration of the ***Services*** attached to this Agreement and to be rendered by the **Engineer**, the **Owner** shall pay the **Engineer** the **Fee** as defined in Article 5.1 of this Agreement, and as more particularly identified as follows:

Basic Services Fee	=	**$ 80,664.20**
PHASE I	=	40% of the *Service Fee* - **$ 32,265.68**
PHASE II	=	40% of the *Service Fee* - **$ 32,265.68**
PHASE III	=	20% of the *Service Fee* - **$ 16,132.84**

Morningside South	CSJ: 3C1080900	$ 33,142.82
Aldamas I & II	CSJ: 3C1080937	$ 47,521.38

EXHIBIT "E"

HIDALGO COUNTY
Professional Engineering Services
Agreement #C-CAP-2009-338
Work Authorization Form

WORK AUTHORIZATION NO. ____

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the **Agreement** made by and between the **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and **SAM Engineering & Surveying, Inc.** professional engineers of **Pharr**, Texas, hereinafter called the "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the Engineer to provide **Professional Engineering Services as per Attachment B.**

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 **$ _____**. This amount is based upon the costs outlined in the ***Estimated Cost Proposal*** attached hereto as ***EXHIBIT "D"***.

PART 3. PAYMENT

Compensation and payment to the **Engineer** for the services established under this Work Authorization shall be made in accordance with Article/Part/Section _____ of the Agreement.

PART 4. FUNDING

This Work Authorization No. ___ shall 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 or (DATE).

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Work 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 Tito Palacios as to content and detail of this Work Authorization No. _____.

HIDALGO COUNTY
COMMISSIONER PRECINT NO. 2

BY:_____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on (DATE) as indicated below and effective as of _____day of _____, 2009.

ENGINEER:
SAM Engineering & Surveying, Inc.

BY: _____

Samuel Maldonado, Principal

OWNER:
HIDALGO COUNTY

BY: _____

Juan D. Salinas III, County Judge

ATTEST:

_____
By: Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A"	-	Services to be Provided by the Owner
ATTACHMENT "B"	-	Services to be Provided by the Engineer
ATTACHMENT "C"	-	Work Schedule
ATTACHMENT "D"	-	Estimated Cost Proposal

EXHIBIT "F"

Supplemental Agreement Form

THE STATE OF TEXAS §
§
HIDALGO COUNTY §

SUPPLEMENTAL AGREEMENT NO. ___

TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 8 of the **Agreement** made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and **SAM Engineering & Surveying, Inc.** professional engineers of **Pharr**, Texas, hereinafter called the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the ___ day of _____ **2009** concerning engineering for Preliminary, Design and Construction Phase Services for the Texas Department of Transportation Border Colonia Access Funded Colonias for Hidalgo County Precinct No. 2 (hereinafter referred to as the "**Project**"); and,

WHEREAS, Article 3.1 of the **Agreement**, (Termination Date), establishes that this Agreement is to terminate at the close of business on April 21, 2010; and,

WHEREAS, it has become necessary to amend the Agreement to extend the termination date of this Agreement.

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

I. Article 3.1 of the **Agreement**, (Termination Date), is revised to extend the termination date to the close of business on _____.

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 2009.

THE ENGINEER:

SAM Engineering & Surveying, Inc.

BY: _____
Samuel Maldonado, Principal

200 South Cage Blvd.
Pharr, Texas 78577

THE OWNER:
HIDALGO COUNTY

BY: _____
Juan D. Salinas III, County Judge

ATTESTED

BY: _____
Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

(as required)

EXHIBIT "G"

Certificate of Insurance

EXHIBIT "E"

HIDALGO COUNTY

Professional Engineering Services
Agreement #C-CAP-2009-338-08-25
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 the **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and **SAM Engineering & Surveying, Inc.** professional engineers of **Pharr**, Texas, hereinafter called the "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the Engineer to provide **Professional Engineering Services as per Attachment B** for **Aldamas I & II and Morningside South Subdivisions.**

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 **$ 80,664.20**. This amount is based upon the costs outlined in the ***Estimated Cost Proposal*** attached hereto as ***ATTACHMENT "D"***.

PART 3. PAYMENT

Compensation and payment to the **Engineer** for the services established under this Work Authorization shall be made in accordance with Articles o5, 6, and 7 of the Agreement.

PART 4. FUNDING

This Work Authorization No. **1** shall funded through funding source:
Account No. _____
Requisition Number_____ (MUST BE INCLUDED AFTER CC APPROVAL)

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Work Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct No. 2, Commissioner Tito 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.

ENGINEER:
SAM Engineering & Surveying, Inc.

BY: _____

Samuel Maldonado, Principal

OWNER:
HIDALGO COUNTY

BY: _____

Juan D. Salinas III, County Judge

ATTEST:

_____
By: Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A"	-	Services to be Provided by the Owner
ATTACHMENT "B"	-	Services to be Provided by the Engineer
ATTACHMENT "C"	-	Work Schedule
ATTACHMENT "D1"	-	Estimated Cost Proposal

EXHIBIT "A"

Services to be Provided by the County

The following provides an outline of the services to be provided by the **Owner** in the development of the **Project** (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General

The **Owner** will provide to the **Engineer** the following:

1) Authorization to the Engineer to begin work.

2) Payment for work performed by the Engineer.

3) Assistance to the Engineer, as necessary, to obtain required data and information from other local, regional, and state agencies that the Engineer cannot easily obtain.

4) Provide any available relevant data that may on file concerning the Project.

5) Provide timely review and decisions in response to the Engineers request for information and/or submittals and deliverables.

6) Attend and participate in progress meetings as required and as coordinated and conducted by the Engineer.

7) Advertise and award, as assisted and recommended by the Engineer, construction Agreeements for the PS&E developed by the Engineer.

8) Attend pre-bid and pre-construction conferences coordinated and conducted by the Engineer.

9) Review and approve monthly and final estimates, developed by the Engineer, for payment to the Contractor. Compensate and pay the Contractor for work performed as identified in the approved monthly and final estimates.

10) Provide assistance to Engineer where necessary and possible with Owner information/resources to ensure project is completed within timely/efficient basis.

11) Provide Engineer with Geotechnical Data of existing pavement thickness.

EXHIBIT "B"

Services to be Provided by the Engineer

The work to be furnished by the Engineer shall consist of management and engineering services for improvements in Hidalgo County Colonias approved by the State of Texas under the Third Call of Proposition Three funding. The work shall be developed in accordance with the Owner, TXDOT, and applicable design standards and in a format acceptable to the owner, and reviewing agencies.

The Engineer shall render specific management and engineering services for the development of the Project and fulfillment of this Agreement as follows:

I. PRELIMINARY PHASE - GENERAL PROJECT MANAGEMENT AND ADMINISTRATION

II. DESIGN PHASE – FINAL DESIGN AND PLANS, SPECIFICATIONS, AND ESTIMATES (PS&E) FOR COLONIA ACCESS

III. CONSTRUCTION PHASE – CONSTRUCTION MANAGEMENT & SUPPORT & INSPECTIONS

I. PRELIMINARY PHASE SERVICES

GENERAL PROJECT MANAGEMENT

Services for GENERAL PROJECT MANAGEMENT by the Engineer will include the following:

1. Project/Program Schedule. See Exhibit "C".

2. Coordination/Meetings. The Owner may require the Engineer to attend local public hearings, policy meetings and upon request attend Owner staff meetings. The Engineer shall assist the Owner, as requested, at meetings with the Texas Department of Transportation (TXDOT), or other necessary entities.

Planning & Assessment

The Engineer will provide the following:

1) Review, verify and gather data necessary to proceed with design of approved TXDOT Colonia Projects.

2) Perform interviews with each Precinct County Commissioner and staff to identify "present day" complaints, roadway and drainage histories and preliminary design information for the approved projects.

3) Obtain geotechnical data for pavement designs; determine subsurface conditions.

4) Develop pavement designs, including cost data, pavement material properties, and pavement drainage.

5) Identify preliminary alignments; develop typical sections.

4) Develop hydraulic design criteria in accordance with Hidalgo County/Local Municipal or TXDOT guidelines.

5) Verify FEMA FIRM zones and requirements.

6) Develop basic schematic layout of improvement to determine right of way requirements.

Environmental Document Preparation and Public Comment

Provide Owner assistance in gathering data necessary to complete the Environmental Review Record format established by Owner to satisfy TXDOT environmental requirements.

Right of Way Data

The Engineer shall provide utility and right of way data for each approved individual project as follows:

Utility Coordination/Inventory

1) The Engineer will develop utility layout sheets from schematics and incorporate utility information; identify all existing overhead and above ground utilities; identify all existing underground utilities; document all information on utility layout sheets; identify potential conflicts. The layout sheets will be reproducible drawings (11"X17") with the following information:

    a) Existing and/or proposed right of way lines
    b) Benchmark data
    c) Existing and proposed drainage system(s)
    d) Location and size of utility (plan/profile view)
    e) Limits of existing casing pipe
    f) Name of the owner/company

2) The Engineer will coordinate utility adjustments with Owner and all affected utility owners as necessary.

Field Survey

The Engineer will provide the following:

1) Vertical and Horizontal Control. Establish and stake the Project control centerline (baselines) and offset for the Project or portions of the Project. Establish vertical control by looping all benchmark (BM) circuits and tie to monument permanent BM elevation. BM's are to be set at 1,000 ft. maximum intervals using Global Positioning System (GPS) survey, and in a location that will be undisturbed by future construction.
2) Topography. Obtain topographic information surveyed for the length of the control centerline, as required; provide location (station and offset), size, height, and depth and/or length and description of topographic features; to include, but not limited to the following: driveways, signs, light poles, mail boxes, all fences (including metal beam guard fence and turndowns), utilities (type, owner, location, and depth), riprap, existing right of way lines, private property lines, county and/or city limits, etc.. Drainage elements to include:

3) Design Centerline. Establish and stake the design centerline.

Right of Way Map

Provide for the preparation of a project right-of-way map where right of way acquisition is necessary. Provide for the necessary right-or-way research, mapping, surveying and all services related to the development of a right-of-way map. Prepare parcel sketches and field notes of all parcels requiring acquisition. Revisions to be done promptly at no cost to the Owner.

II. DESIGN PHASE SERVICES

Final Design and Plans, Specifications & Estimates

The Engineer will develop the final design and prepare Agreement drawings, specifications and estimates for construction of the Project or portions of the Project as authorized by the Owner. These documents will be submitted to the applicable city, county, state, and/or federal agencies for approval.

All final plan sheets will be developed by the Engineer on 11" X 17" reproducible, 4 mil, double-matte, white, opaque film.

Recognizing that there will be several team members participating in the development of the overall Project, and taking into consideration that the Owner has a significant investment in the development of the Project, there is need for consistency in document development for the purpose of review and production to help facilitate an economically efficient product. All computer document files furnished to the Owner by the Engineer shall be furnished on a CD-ROM created utilizing DOS software. Retrieval documentation relating to file storage on the designated delivery media shall be prepared by the Engineer and provided to the Owner. It is the intent of the Engineer and this Agreement to secure computer files from all Project Team members that are composed of elements of the same precision, integrity, singularity, attributes.

The Engineer shall prepare graphic files that can be reviewed and plotted utilizing Micro-station /AutoCAD, software. The graphic files submitted must be compatible with Micro-station / AutoCad System without conversion or modification and must plot consistent with reproducible plots submitted.

Plan Sheets - Plan sheets developed by the Engineer will include, but not limited to, title sheet, typical sections, sequence of construction, estimates and quantity, plan-profile, channel details, roadway details, bridge and culvert details, hydraulic details, and standards.

Specifications -The Engineer shall use the June 1, 2004 Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges. Other specifications may be developed by the Engineer, but must incorporate, references to standard TXDOT requirements of design & testing procedures and Hidalgo County Subdivision Required Standards.

Estimates - The Engineer will prepare detailed cost estimates and proposals of authorized construction, which will include summaries of bid items and quantities based on the unit price system of bidding.

All plots and graphic media provided by the Engineer, as a result of this Agreement, shall be delivered to the Owner. Final payment for plan sheet documents and/or associated, applicable engineering files will not be made until the files furnished by the Engineer have been demonstrated to be useable in the formats described above and herein.

Services for FINAL DESIGN AND PLANS, SPECIFICATIONS AND ESTIMATES by the Engineer will include the following:

Roadway Design Controls

The Engineer will prepare the roadway design for the Project or portions of the Project as authorized by the Owner. The roadway design will be submitted to the applicable city, county, state, and/or federal agencies for approval.

Roadway design controls will include:

1) Geometric design – horizontal and vertical alignments, intersection geometrics; to be incorporated onto plan and profile sheets.
2) Geometric and grading design – development of typical roadway sections through horizontal and vertical alignment determination and roadway cross sections.
3) Grading design – existing and design cross sections, cut/fill quantities, slope stability analysis, embankment foundation stability and settlement analysis.
4) Earthwork Quantities – obtained from grading design.
5) Miscellaneous supplemental plan details.

Drainage

The Engineer will perform final hydrologic/hydraulic analysis and design for the proposed improvements of the Project or portions of the Project as authorized by the Owner.

Signing

The Engineer will determine location and type of warning, regulatory and guide signs as required by the Hidalgo County Subdivision Standards or local Municipal standards as applicable. All signing design will be based on the final proposed roadway design.

Permanent Pavement Markings

The Engineer with the Owner will evaluate the need for pavement markings and design all permanent pavement markings in accordance with the Hidalgo County Subdivision Standard or Local Municipal Standards as applicable. All such design will be based on the final proposed roadway design.

Miscellaneous

If required for the Project or portion of the Project approved by the Owner, the Engineer will provide the following miscellaneous roadway items:

Miscellaneous Drafting, Standards, and Details

1) The Engineer will prepare a title sheet indicating, at a minimum, project limits, project location map, name of owner and owner acknowledgement/acceptance, facility identification, specification reference, Engineer's seal, signature and date.

2) The Engineer will determine appropriate standard drawings to be incorporated into the plans, and sign/seal any modifications to any agency or industry approved standards.

3) The Engineer will develop any details to clarify any construction requirements of the plan drawings.

PS&E Supporting Documents

4) Specifications List and General Notes. The Engineer will prepare an applicable specification list, in TXDOT format, as well as any general notes that may be applicable to each PS&E submission.

5) Estimates. The Engineer will prepare detailed cost estimates and proposals of authorized construction, which will include summaries of bid items and quantities based, insofar as practicable, on the unit price system of bidding.

6) Agreement Time Determination Statement. The Engineer will determine the time required for construction of the project, outlining phases of construction and appropriate rates of production and construction for bid items determined to be in the critical path for construction of the PS&E submittal.

7) Additional documents. Right of Way Certification, material testing and sampling table.

III. CONSTRUCTION PHASE SERVICES

Construction Management and Support

The Engineer will provide engineering and support services for and during the construction of the Project or portions of the Project approved by the Owner. Specific services for CONSTRUCTION MANAGEMENT AND SUPPORT by the Engineer will include the following:

Construction Bidding

1) The Engineer will furnish to the Owner the necessary copies of approved plans, specifications, notices to bidders, and proposals as prepared under PS&E.

2) The Engineer will coordinate and conduct a Pre-Bid Conference for prospective bidders.

3) The Engineer will assist Owner on the tabulation of bids, recommendations to the Owner as to the proper action on all bid proposals received, and the preparation of formal Agreement documents for the award of each construction Agreement.

Construction Contract Administration

4) In general, the Engineer will provide the management and engineering support/data required for consultation and advisement to the Owner and act as the Owners representative as provided in the General Condition of the Construction Agreement.

5) The Engineer will coordinate and conduct a pre-construction conference.

6) Defects and Deficiencies. The Engineer will use his best efforts to protect the Owner against defects and deficiencies in the work of the Contractor. The Engineer will promptly notify the Owner of any such defect or deficiency, and take all steps possible to require the Contractor to correct the defect or deficiency.

7) Contractor Payment. The Engineer will take measurements and calculate quantities, in accordance with the construction Agreement specifications, of those items of work accepted and conforming to the construction Agreement specifications, for the preparation of the monthly and final estimates for payment to the Contractor.

8) The Engineer will provide Project site inspection of the authorized construction Agreement(s) as follows:

   a) Project Engineer. The Engineer will provide visits by the Project Engineer or a competent representative of the Engineer to the site of construction for the purpose of monitoring the Contractor's progress and conformance to the construction plans and specifications.

   b) Resident Engineer and/or Construction Inspector(s). The Owner may request the Engineer to furnish the service of a Resident Engineer and/or Construction Inspector(s) for continuous on site inspection construction to the monitor/inspect the Contractor's daily progress and conformance to PS&E specifications. See Article 5 for special services compensation details.

Miscellaneous Technical Activities

9) Shop Drawings. The Engineer will review and check all shop or working drawings furnished by the Contractor.

10) Control of Materials & Equipment. The Engineer will provide inspection of all materials and equipment furnished/used by the Contractor as follows:

   a) Review and record all laboratory, shop and mill tests of materials and equipment for compliance with the construction Agreement specifications.

   b) Observe and/or perform Project record testing and/or independent assurance testing as outlined in the construction Agreement specifications.

11) Change Orders. When applicable the Engineer will prepare the engineering data, including plan sheet drawings, specifications, and estimates, for the preparation of construction Agreement change orders, which may be required due to actual field conditions encountered or new requirements directed by the Owner.

12) As Built Drawings. The Engineer will develop as built drawings to depict the work as actually constructed. The Owner will be furnished five (5) set of prints.

EXHIBIT "C"

Work Schedule

A detailed work schedule for each **Work Authorization**, identified and more particularly described in Article 7 of this Agreement, shall be prepared by the **Engineer** to be submitted and approved by the Owner in writing for each **Work Authorization**. The work schedule will provide specific work sequence and definite review times by the **Owner** and the **Engineer** of the work performed.

The **Engineer** will diligently pursue the completion of each **Work Authorization** as defined by the milestones and deliverable due dates outlined in each **Work Authorization**'s associated work schedule.

The **Engineer** will inform the **Owner** (in reasonable advance of the delay) should the **Engineer** encounter delays that would prevent the performance of all work in accordance with the established work schedule.

EXHIBIT "D1"

Fee Breakdown

For and in consideration of the ***Services*** attached to this Agreement and to be rendered by the **Engineer**, the **Owner** shall pay the **Engineer** the **Fee** as defined in Article 5.1 of this Agreement, and as more particularly identified as follows:

Basic Services Fee	=	**$ 80,664.20**
PHASE I	=	40% of the *Service Fee* - **$ 32,265.68**
PHASE II	=	40% of the *Service Fee* - **$ 32,265.68**
PHASE III	=	20% of the *Service Fee* - **$ 16,132.84**

Morningside South	CSJ: 3C1080900	$ 33,142.82
Aldamas I & II	CSJ: 3C1080937	$ 47,521.38

EXHIBIT C
WORK SCHEDULE
HIDALGO COUNTY BORDER COLONIA ACCESS PROGRAM

PROJECT- ALDAMAS I & II

Work Item		August				September				October				November				December			
		wk 1	wk 2	wk 3	wk 4	wk 1	wk 2	wk 3	wk 4	wk 1	wk 2	wk 3	wk 4	wk 1	wk 2	wk 3	wk 4	wk 1	wk 2	wk 3	wk 4
1	Contract																				
2	Topographic Surveying																				
3	Engineering Design																				
4	Construction																				
5	Project Close-out																				

PROJECT- MORNINGSIDE SOUTH

Work Item		August				September				October				November				December			
		wk 1	wk 2	wk 3	wk 4	wk 1	wk 2	wk 3	wk 4	wk 1	wk 2	wk 3	wk 4	wk 1	wk 2	wk 3	wk 4	wk 1	wk 2	wk 3	wk 4
1	Contract																				
2	Topographic Surveying																				
3	Engineering Design																				
4	Construction																				
5	Project Close-out																				

ai
17025

Yvette Islas

From: Agapito Vargas [agapito.vargas@co.hidalgo.tx.us]
Sent: Tuesday, August 18, 2009 11:23 AM
To: yvette.islas@co.hidalgo.tx.us
Cc: marcie.jackson@co.hidalgo.tx.us; 'Humberto Garza'; 'Eralio Palacios'; katia.garcia@auditor.co.hidalgo.tx.us; 'dina trevino'; valde.guerra@co.hidalgo.tx.us
Subject: Agenda item - Approval of final negotiated BCAP engineering contract

Yvette, please place the following items on CC agenda for Tuesday 25th August 2009. The items are as follows:

17025 Approval of final negotiated engineering BCAP contract with SAM Engineering & Surveying Inc.
Approval of Work Authorization I regarding the above-mentioned contract
Approval of Work Authorization II in regards to DOS Logistics BCAP contract

A request for concurrence has been solicited from TXDOT.
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

AI-17060 **23.B.2.**

Requesting Approval of Amendment for Raba-Kistner
CC REGULAR

Date:	08/25/2009
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 Raba-Kistner Consultants, Inc. for construction material testing services to reflect correction of items inadvertantly omitted or included in original approved document. C-08-315-09-23

BACKGROUND

Reference: AI-11267 CC 09/23/08.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:**

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

BUDGETARY IMPACT:

No Budgetary Impact.

*construction material testing on an "as needed basis".

Attachments

Link: Contract Amend

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/20/2009 01:06 PM	APRV
2	Budget & Management	Erika Zamora	08/20/2009 01:43 PM	APRV
3	Roland Garcia	Rolando Garcia	08/21/2009 01:27 PM	APRV
4	Auditor's Office		08/21/2009 05:31 PM	NEW

Form Started By: Rocio Villarreal — Started On: 08/19/2009 04:33 PM

Final Approval Date: 08/21/2009

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AMENDMENT TO
CONTRACT FOR SERVICES
C-08-315-09-23

This AMENDMENT to the CONTRACT between **MILLENNIUM ENGINEERS GROUP, INC.**, (the "Laboratory") and **HIDALGO COUNTY** (the "County"), effective the **25th** day of **August,** 2009, is made between the Laboratory and the County, (the Amendment"), as follows:

WHEREAS, Laboratory and County entered into an Contract on September 23, 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-17059 **23.C.1.**

Requesting approval of L&G Engineering invoice no. 11323124 and 11323125

CC REGULAR

Date:	08/25/2009
Submitted By:	Rocio Villarreal, PURCHASING DEPT.
Submitted For:	Rocio Villarreal
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department Purchasing only: Prct. 3

Information

CAPTION

Requesting approval of invoices submitted by L & G Consulting Engineers, Inc., project engineer for the following:

a. Invoice #11323124 - $135,707.00 for project: "FM 681 from FM 2221 to SH 107"-C-09-192-06-08; and,

b. Invoice #11323125 - $66,948.20 for project: "FM 681 from FM 2221/FM492: FM 681 to FM 364"-C-09-192A-06-08.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1315-431-00-123-070-0-841

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

BUDGETARY IMPACT:

For Item A.) Available funds in P.O. #625224 as of 8/20/09 is $1,684,020.60.

FISCAL YEAR: 2009 ACCT. #: 9-1315-431-00-123-071-0-841

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

BUDGETARY IMPACT:

For Item B.) Available funds in P.O. #625225 as of 8/20/09 is $852,505.40.

Attachments

Link: Invoices

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/20/2009 01:05 PM	APRV
2	Budget & Management	Erika Zamora	08/20/2009 01:42 PM	APRV
3	Perla Lopez	Perla Lopez	08/20/2009 03:51 PM	APRV
4	Auditor's Office		08/21/2009 05:31 PM	NEW

Form Started By: Rocio Villarreal

Started On: 08/19/2009 04:22 PM

Final Approval Date: 08/21/2009

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11323124
INVOICE DATE: 07/31/09

BILL TO: 08
Hidalgo County Pct. #3
P.O. Box 607
Mission, TX 78572

JOB: 090501
FM 681
From FM 2221 to SH 107

Contract# C-09-192-06-08 P.O.#625224

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
Engineering services for the month of July 2009						
13002-ROW Map	6,200.00		620.00	620.00	10.0	5,580.00
13020-ROW Map/Sub	158,100.00		63,240.00	63,240.00	40.0	94,860.00
15001-Surv.Plans&Des	677.32				0.0	677.32
15010-Field Srvy/Sub	65,748.00		19,724.40	19,724.40	30.0	46,023.60
15050-Outfall Sy Sub	15,204.00		4,561.20	4,561.20	30.0	10,642.80
15060-Outfall Sy Sub	34,218.00		10,265.40	10,265.40	30.0	23,952.60
16001-Rdwy Design	365,920.00	36,592.00	18,296.00	54,888.00	15.0	311,032.00
16102-Hydraulic Dsgn	40,000.00	4,000.00	2,000.00	6,000.00	15.0	34,000.00
16104-Outfall Dsgn	40,000.00	4,000.00	2,000.00	6,000.00	15.0	34,000.00
16201-Signing	20,000.00				0.0	20,000.00
16202-Pvmt Marking	16,000.00				0.0	16,000.00
16230- Signal/Illum	81,509.43				0.0	81,509.43
16302-Traf Cntrl Pln	30,000.00	4,500.00	4,500.00	9,000.00	30.0	21,000.00
16304-Irrigation	30,000.00		3,000.00	3,000.00	10.0	27,000.00
16306-Qty Specs	30,000.00	3,000.00	3,000.00	6,000.00	20.0	24,000.00
16307-Utilities	30,000.00	4,500.00	4,500.00	9,000.00	30.0	21,000.00
32001-Const. Mgnmt	30,566.04				0.0	30,566.04
60000-Row Acq. Admin	246,352.83				0.0	246,352.83
60100-Title Services	31,800.00				0.0	31,800.00
60200-Appraisal Srv	37,100.00				0.0	37,100.00
60220-Appr Svc/Sub	106,000.00				0.0	106,000.00
60300-Appraisal Rvw	22,525.00				0.0	22,525.00
60330-Appr Rev/Sub	19,875.00				0.0	19,875.00
60400-Parcel Negtion	185,500.00				0.0	185,500.00
60500-Clsng Srvs Fee	10,600.00				0.0	10,600.00
60600-Relocation Srv	48,000.00				0.0	48,000.00
60700-Land	38,716.98				0.0	38,716.98
TOTALS:	1,740,612.60	56,592.00	135,707.00	192,299.00	11.0	1,548,313.60

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11323124
INVOICE DATE: 07/31/09
PAGE: 2

156.841
625224

BILL TO: 08
Hidalgo County Pct. #3
P.O. Box 607
Mission, TX 78572

JOB: 090501
FM 681
From FM 2221 to SH 107

Contract# C-09-192-06-08 P.O.#625224

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH

ORIGINAL CONTRACT SUM	$	1,740,612.60
CHANGE BY CHANGE ORDER	$	0.00
CONTRACT SUM TO DATE	$	1,740,612.60
TOTAL COMPLETED TO DATE	$	192,299.00
LESS PREVIOUS INVOICES	$	56,592.00
CURRENT PAYMENT DUE	$	135,707.00

PROJECT MANAGER'S SIGNATURE

INVOICE RECEIVED BY
NR ON 8/19/09
GOODS/SERVICES RECEIVED BY
_____ ON _____
9-1515-431-00-123-070-U-841

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11323125
INVOICE DATE: 07/31/09

BILL TO: 08
Hidalgo County Pct. #3
P.O. Box 607
Mission, TX 78572

JOB: 090502
FM 681 Project
From FM 2221/FM 492:
FM 681 to FM 364

Contract# C-09-192A-06-08 P.O.#625225

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
Engineering services for the month of July 2009.						
13020-ROW Map/Sub	99,200.00		39,680.00	39,680.00	40.0	59,520.00
15001-Surv,Plans&Des	16,611.68				0.0	16,611.68
15010-Field Srvy/Sub	30,940.00		9,282.00	9,282.00	30.0	21,658.00
15050-Outfall Sy/Sub	7,154.00		2,146.20	2,146.20	30.0	5,007.80
16001-Rdwy Design	126,800.00	12,680.00	6,340.00	19,020.00	15.0	107,780.00
16102-Hydraulic Dsgn	20,000.00	2,000.00	1,000.00	3,000.00	15.0	17,000.00
16104-Outfall Dsgn	20,000.00	2,000.00	1,000.00	3,000.00	15.0	17,000.00
16201-Signing	10,000.00				0.0	10,000.00
16202-Pvmt Marking	8,000.00				0.0	8,000.00
16230-Signal/Ill Sub	38,490.57				0.0	38,490.57
16302-Traf Cntrl Pln	15,000.00	2,250.00	2,250.00	4,500.00	30.0	10,500.00
16304-Irrigation	15,000.00		1,500.00	1,500.00	10.0	13,500.00
16306-Qty Specs	15,000.00	1,500.00	1,500.00	3,000.00	20.0	12,000.00
16307-Utilities	15,000.00	2,250.00	2,250.00	4,500.00	30.0	10,500.00
32001-Const. Mgnmt	14,433.96				0.0	14,433.96
60000-Row Acq. Admin	131,672.17				0.0	131,672.17
60100-Title Services	19,200.00				0.0	19,200.00
60200-Appraisal Srv	22,400.00				0.0	22,400.00
60220-Appr Svc/Sub	64,000.00				0.0	64,000.00
60300-Appraisal Rvw	13,600.00				0.0	13,600.00
60330-Appr Rev/Sub	12,000.00				0.0	12,000.00
60400-Parcel Negtion	112,000.00				0.0	112,000.00
60500-Clsng Srvs Fee	6,400.00				0.0	6,400.00
60600-Relocation Srv	24,000.00				0.0	24,000.00
60700-Land	18,283.02				0.0	18,283.02
TOTALS:	875,185.40	22,680.00	66,948.20	89,628.20	10.2	785,557.20

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11323125
INVOICE DATE: 07/31/09
PAGE: 2

KL6845
625225

BILL TO: 08
Hidalgo County Pct. #3
P.O. Box 607
Mission, TX 78572

JOB: 090502
FM 681 Project
From FM 2221/FM 492:
FM 681 to FM 364

Contract# C-09-192A-06-08 P.O.#625225

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH

ORIGINAL CONTRACT SUM	$	875,185.40
CHANGE BY CHANGE ORDER	$	0.00
CONTRACT SUM TO DATE	$	875,185.40
TOTAL COMPLETED TO DATE	$	89,628.20
LESS PREVIOUS INVOICES	$	22,680.00
CURRENT PAYMENT DUE	$	66,948.20

PROJECT MANAGER'S SIGNATURE

INVOICE RECEIVED BY
NSE ON 8/14/09
GOODS/SERVICES RECEIVED BY
_____ ON _____

9-1315-431-00-123-071-0-841

AI-17086 **23.C.2.**

Anzaldua's Park Boat Ramp & Courtesy Boat Dock Precinct No.3

CC REGULAR

Date:	08/25/2009
Submitted By:	Oscar Garza, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Prct. 3

Information

CAPTION

Request acceptance and approval of Contractor's Application for Final Payment #4 in the amount of $25,615.90 which includes retainage payable to Herrera & Hunt, Inc. for Project #2008-119-OGG as reviewed by auditors and pursuant to action taken on 07/28/09 regarding project completion forms as requested by Texas Parks & Wildlife have been approved.

BACKGROUND

Pursuant to action taken on 07/28/09 (AI - 16633) items a, b & d were approved pending review and correction to Schedule of Value; as reviewed by Mike Escaname from Auditors Office documentation is in order.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1287-452-00-123-043-9-739

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

BUDGETARY IMPACT:

Available funds in P.O. #606377 as of 8/21/09 is $5,078.00.

FISCAL YEAR: 2009 **ACCT. #:** 9-1287-206-00-000-002-0-000

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

BUDGETARY IMPACT:

Current available balance in retainage is $21,422.90; After final payment of $4,193.00 ($419.30 retainage) total retainage will be $21,842.20.

Attachments

Link: 08-119

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/20/2009 04:56 PM	APRV
2	Budget & Management	Erika Zamora	08/21/2009 08:39 AM	APRV
3	Perla Lopez	Perla Lopez	08/21/2009 03:20 PM	APRV
4	Auditor's Office		08/21/2009 05:31 PM	NEW

Form Started By: Oscar Garza

Started On: 08/20/2009 03:45 PM

Final Approval Date: 08/21/2009

Oscar Garza

From: Mike Escaname [mike.escaname@auditor.co.hidalgo.tx.us]
Sent: Thursday, August 20, 2009 3:47 PM
To: oscarg.garza@co.hidalgo.tx.us
Subject: FW: Anz Boat Rmp Payment Request #4
Attachments: Schedule of Values Payment 4 Anz Pk Bt Rmp.pdf; 16633_Final 20backup 20AI-16633.pdf

Oscar,

Fyi,

Mike

From: Mike Escaname [mailto:mike.escaname@auditor.co.hidalgo.tx.us]
Sent: Thursday, August 20, 2009 1:58 PM
To: 'oscar.garza@co.hidalgo.tx.us'
Cc: 'Armando U. Perez'; becky.luna@auditor.co.hidalgo.tx.us
Subject: Anz Boat Rmp Payment Request #4

Mr. Garza,

Attached is the Payment Request #4; I copied from the previous agenda item # AI-16633 from 07/28/09;

Attached is the corrected Schedule of Values that needs to accompany the request as supporting documentation;

Please arrange to have this request placed on the next CC agenda;

Please reference AI-16633; I believe it was a "no action" item.

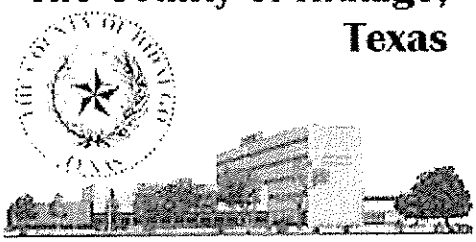
Let me know if you have any questions.

Thanks,

Mike E.

Mike Escaname
Grant Accounting Supervisor
Hidalgo County Auditor's Office
2808 S. Business Hwy 281
Edinburg, Texas 78539
(956) 318-2511 ext. 4670

The County of Hidalgo, Texas



SCHEDULE OF VALUES Application No. 4

Project No./Contract No. 606377
Project Name Renovations to The Anzaldus Park Boat Ramp and Dock.
Anzaldus Park Mission Texas

County Hidalgo
Contractor Herrera & Hunt Inc.

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	Change Directive 1	Change Directive 2	WORK COMPLETE PREVIOUS APPLICATION	WORK COMPLETED THIS	WORK COMPLETE TO DATE	BALANCE TO COMPLETE
99	Choice facility Partners Fees	$ 8,773.00			$ 8,773.00	$ -	$ 8,773.00	0
100	Performance and Payment Bonds	$ 6,487.00			$ 6,487.00	$ -	$ 6,487.00	$ -
101	Insurance	$ 2,700.00			$ 2,700.00	$ -	$ 2,700.00	$ -
102	Project Sign	$ 1,200.00			$ 1,200.00	$ -	$ 1,200.00	$ -
103	Temporary Utilities & Fencing	$ 6,500.00			$ 6,500.00	$ -	$ 6,500.00	$ -
104	Field Supervision & Travel	$ 15,000.00			$ 15,000.00	$ -	$ 15,000.00	$ -
105	General Labor	$ 7,500.00			$ 7,500.00	$ -	$ 7,500.00	$ -
106	Misc. Selective Demolition	$ 2,500.00			$ 2,500.00	$ -	$ 2,500.00	$ -
107	Trash Removal	$ 3,500.00			$ 3,500.00	$ -	$ 3,500.00	$ -
108	Field Safety Coordinating Meetings	$ 1,500.00			$ 1,500.00	$ -	$ 1,500.00	$ -
109	Safety Equipment	$ 2,500.00			$ 2,500.00	$ -	$ 2,500.00	$ -
110	Concrete Repairs	$ 2,500.00			$ 2,500.00	$ -	$ 2,500.00	$ -
112	Existing Conditions Surveys	$ 1,200.00			$ 1,200.00	$ -	$ 1,200.00	$ -
113	Metals Clips & Simpson Ties	$ 4,500.00			$ 4,500.00	$ -	$ 4,500.00	$ -
114	Dock Lumber Package	$ 52,000.00	$ (2,500.00)		$ 49,500.00	$ -	$ 49,500.00	$ -
115	Dock Assembles & Assc.	$ 10,000.00			$ 10,000.00	$ -	$ 10,000.00	$ -
116	Dock Stairs and Ramp	$ 12,000.00			$ 12,000.00	$ -	$ 12,000.00	$ -
117	Vinyl Fencing	$ 18,597.00			$ 18,597.00	$ -	$ 18,597.00	$ -
118	Rough Carpentry Labor	$ 30,850.00	$ (700.00)		$ 30,150.00	$ -	$ 30,150.00	$ -
119	Canopy Repair	$ 7,500.00	$ -	$ (7,500.00)	$ -	$ -	$ -	$ -
120	Solar Lighting. Allowance	$ 10,000.00	$ -	$ 5,508.00	$ 13,200.00	$ 2,308.00	$ 15,508.00	$ -
122	Betterment Fund. Allowance	$ 5,000.00	$ (4,222.00)	$ (778.00)	$ -	$ -	$ -	$ -
123	Landscape Allowance	$ 7,000.00	$ (7,000.00)		$ -	$ -	$ -	$ -
124	Safety Railing		$ 7,652.00		$ 7,652.00	$ -	$ 7,652.00	$ -
125	Dock Bumper & Accessories		$ 6,770.00		$ 6,770.00	$ -	$ 6,770.00	$ -
126	Provide and Install Signage		$ -	$ 975.00		$ 975.00	$ 975.00	$ -
127	Weld Metal Handrail		$ -	$ 910.00		$ 910.00	$ 910.00	$ -
			$ -					
			$ -					
			$ -					
	TOTAL - SCHEDULED VALUES	$ 219,307.00	$ -	$ (885.00)	$ 214,229.00	$ 4,193.00	$ 218,422.00	$ -
	PERCENTAGE COMPLETE						100%	

13557
606377

HERRERA & HUNT, INC.

CONTRACTOR'S APPLICATION FOR PAYMENT NO. 4

County	Hidalgo County PCT 3	City	Mission		
Contractor	Herrera & Hunt Inc.	From	4/15/2009	To	7/1/2009
P. O Identification No.	606377				
Project Name	Renovations to The Anzaldus Park Boat Ramp and Dock.				

Application is hereby made for payment on the above mentioned contract

Amount of Original Contract	$ 219,307 00
Adjustments (Supplemental Agreements, Credit Change Order, Unit Price Contract Adjustment, Unused Contingency on Final Application for Payment)	$ $ (885.00)
Net Adjusted Contract Amount	$ 218,422.00
Total Work Complete to Date	$ 218,422.00
Less 10% Retained	$ 0.00
Difference	$ 218,422 00
Less Previous Payments	$ 192,806 10
Payment Due this Certificate	$ 25,615 90

Date Time Charges Began -	Nov. 1st 2008
Contract Working Days (as specified in Contract) -	120
Adjustments to Working Days (approved in writing) -	27
Net Adjusted Working Days	147
Total Working Days Complete thru Previous Application -	70
Working Days Completed this Application -	45
Total Working Days Completed to Date -	115
Working Days Left to Complete Project -	32

This is to certify that Herrera & Hunt Inc., contractor for the above Contract, is entitled to the payment indicated above in accordance with the terms of this contract

By: _____ Herrera & Hunt Inc.
Date: 07-09-09

By: _____ Hidalgo County Field Inspector
Date: July 14, 2009

By: George A. Garcia Owner's Authorized Representative
Date: 7-10-09

INVOICE RECEIVED BY
W. Hutts ON 7/14/09
GOODS/SERVICES RECEIVED BY
_____ ON _____

CONSTRUCTION CHANGE DIRECTIVE:

PROJECT: Improvements to Boat Ramp and Dock ,Anzalduas Park, Hidalgo County, Texas

DIRECTIVE NUMBER: TWO

DATE: July 9, 2009

TO CONTRACTOR:
Herrera & Hunt, Inc.
1837 Cisco Drive
Alamo, TX 78566

ARCHITECT'S PROJECT NO. ---

CONTRACT FOR: General Construction

You are hereby directed to make the following change in the Contract:

1. Solar Area Lighting Installations cost adjustment.....$ 5,508.00
2. Install additional signage as per ADA inspection report, cost..... 975.00
3. Revise end of handrail as per ADA inspection report, cost..... 910.00

Total additional.....$ 7,393.00

Contractor's cost figures attached.

Adjustments to Construction Contract to cover above costs

Reduce Betterment Allowance by..... ..... 778.00 (leaves $-0- balance)
Reduce Contractor's Canopy Repair Line Item by.....6,615.00 (leaves $885.00 balance)
Total.....$ 7,393.00

Construction Contract Time Extension: 10 working days for above work.

No change in Construction Contract amount.

When signed by the Owner and Architect and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above. Payment for work shall be by execution of a Project Change Order at the end of the project.

Architect:
Alcocer Garcia Associates
1333 East Jasmine
McAllen, Texas 78501

By: George A. Garcia
Project Architect

Date: 7-9-09

Owner:
County of Hidalgo, Texas
100 E. Cano
Edinburg, TX 78539

By:_____

Title: _____

Date:_____

Contractor:
Herrera & Hunt, Inc.
1837 Cisco Drive
Alamo, TX 78539

By:_____

Title: P.G.M.

Date: 7/9/09

Herrera & Hunt Inc.
Job Order Specialists

July 2nd 2009

Purchase Order # 606377
Anzalduas Boat Ramp & Dock Improvements

Construction Change Directive No. 2

Provide and Install signage Per OAR request	$ 975.00 (EXTRA)
Weld Handrail Ramp and Repaint	$ 910.00 (EXTRA)

Installation of (3) Greenway 80 - Solar Led quad lights – over allowance of $10,000.00 Break down as follows;

Light package as invoiced	$ 12,398.00
Mark Up 10%	$ 1,240.00
Overhead and Warranty 15%	$ 1,870.00
Total	$ 15,508.00

Invoice

SOL TECHNOLOGIES LLC
606 S. MISSOURI
WESLACO, TX 78596
PHONE: 956-975-2510
FAX: 956-447-8019

Date	Invoice #
4/14/2009	14

Bill To
Herrera & Hunt Inc. 1837 Cisco Drive Los Fresnos, TX 78566

Ship To
Anzalduas Park Boat Ramp Fishing Pier

P.O. No.	Terms	Project
ANZ-102	Net 30	09-003 Anzalduas Park

Quantity	Description	Rate	Amount
1	Installation of (3) greenway 80-solar led quad lights	12,398.00	12,398.00
	Sales Tax	8.25%	0.00
		Total	$12,398.00

606377

CHANGE ORDER

PROJECT: Improvements to Boat Ramp & Dock, Anzalduas Park Pct. 3, Hidalgo County, Texas

CHANGE ORDER NUMBER: ONE

OWNER: County of Hidalgo, Texas

DATE PREPARED: June 8, 2005

TO CONTRACTOR: Herrera & Hunt, Inc.
1837 Cisco Dr.
Los Fresnos, TX 78566

CONTRACT FOR: General Construction

The Construction Contract is hereby changed as follows:

Decrease the Contract Sum in the amount of the unused Canopy Repair Allowance included in Contractor's Schedule of Values. Copy of Allowance expenditures through Construction Change Directives attached.

The original Contract Sum was	$ 219,307.00
The change by previously authorized Change Orders	$ 0.00
The Contract Sum prior to this Change Order was	$ 219,307.00
The Contract Sum will be decreased by this Change Order in the amount of	$ 885.00
The Contract Sum including this Change Order is	$ 218,422.00

The Contract Time will be: unchanged

ARCHITECT	CONTRACTOR	OWNER
AGADC 1333 E. Jasmine Ave. McAllen TX 78501	Herrera & Hunt, Inc. 1837 Cisco Dr. Los Fresnos, TX 78566	County of Hidalgo, Texas 100 E. Cano Edinburg, TX 78539
By: George A Landin	By:	By:
Title: Architect	Title: Pres.	Title:
Date: 7-9-09	Date: 09-09-09	Date:

INVOICE RECEIVED BY
_____ ON _____
GOODS/SERVICES RECEIVED BY
_____ ON _____

Recap of accounting

Total Contract Amt	$ 219,307.00		
Paid to Date	$ (192,806.10)		
Balance	$ 26,500.90		
Plus CO Directive One	$ 14,422.00		
Plus CO Directive Two	$ 7,393.00		
	$ 48,315.90		
Less Betterment Fund	$ (5,000.00)		
Less Landscape Allowance	$ (7,000.00)		
Less Credit For Deleted Railings	$ (3,200.00)		
Less Canopy Credit	$ (7,500.00)		
	$ 25,615.90		
Balance due on contract,	$ 25,615.00	$885.00	**Credit**

,90

HERRERA & HUNT, INC.

Job Order Contracting Specialists

"Anzalduas I · & Boat Ramp
"

RFP NO: 08-119-04-14-OGG
Job Order Contractor (JOC) Proposals.
1

"Request for breakout of cost for the Fish Table, Upper Dock Area, Lower Dock Area, and Floating Dock"

This is an attachment of clarification to The Application for Payment Four, July 01, 2009.

The following is the break out of Separate Costs for the following:

1. Fish Cleaning Table	$ 250.00
2. Floating Dock	$ 11,785.90
3. Courtesy Dock	$ 6,187.00
4. Owner Change Order Request	$ 7,393.00
Total	$ 25,615.90

Thank You Sincerely

Keith F Hunt

Keith F Hunt, VP
Herrera & Hunt, Inc.
956-459-1696

CERTIFICATION OF PROJECT COMPLETION

STATE OF TEXAS §
§
COUNTY OF _____ §

BEFORE ME, a Notary Public in and for _____ County, Texas, on this day personally appeared _____ whose office or title is _____ and who after having been by me duly sworn, upon his/her oath deposes and says:

That certain improvements were constructed and are complete in accordance with the original and revised plans and specifications on file for HIDALGO COUNTY Grant Fund, Project Number F - 183- B . ANZALDUAS DAM BOAT RAMP

That a contractor's affidavit has been obtained from the contractor stating that all buildings, facilities or improvements have been fully completed, and that all subcontractors, material vendors and labor contractors furnishing material and labor for the construction of buildings, facilities or improvements have been fully paid and that there are no disputed or unpaid labor or material claims against said buildings, facilities or improvements or the property upon which said buildings, facilities or improvements are situated; and the contractor has acknowledged the receipt of all sums of money due him/her under his/her contract with the local unit of government.

The local government agrees further that it will hold the State of Texas harmless as to any claim or claims which may hereafter arise or be filed against the local unit of government in regards to the above numbered project.

SWORN AND SUBSCRIBED BEFORE ME, the undersigned authority, on this day personally appeared:

_____
Type Name

_____
POLITICAL SUBDIVISION

_____
(Signature of Government Official)

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed and in the capacity stated herein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 23 day of July A.D., 2009.

NOTARY PUBLIC
ELVA BORREGO
Notary Public, State of Texas
My Commission Expires
12-21-2010

_____
NOTARY PUBLIC IN AND FOR

_____ COUNTY, TEXAS

CERTIFICATE OF COMPLETION

CONTRACT

OWNER: County of Hidalgo, Texas
CONTRACTOR: Herrera & Hunt, Inc., Los Fresnos, Texas
ARCHITECT: Alcocer Garcia Associates, McAllen, Texas

PROJECT

TITLE: Improvements to Boat Ramp and Dock
LOCATION: Anzalduas Park, Precinct 3, Hidalgo County, TX

THIS IS TO CERTIFY:

1. That the above described work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions:

None

2. That the sum of **$ -0-** is deducted from the final payment of the Contractor is a fair and equitable settlement for the foregoing except work.

No pending work

3. That the Contractor has presented an Affidavit of Payment of Debts and Claims stating under oath, that all claims arising out of the performance of work have been fulfilled, and the OWNER is released from all claims arising under or by virtue of said contract.

4. That the final payment is now due and payable to the Contractor.

ARCHITECT: Alcocer Garcia Associates

BY: George A. Garcia

TITLE: Project Architect

DATE: 7-16-09

AI-17050 **23.D.1.**

Requesting Approval of Amendment for Millennium Engineers Group, Inc.
CC REGULAR

Date:	08/25/2009
Submitted By:	Yvette Islas, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Prct. 4

Information

CAPTION

Acceptance and approval of an “Amendment” to the current service contract, between Hidalgo County and Millennium Engineers Group, Inc. for construction material testing services to reflect correction of items inadvertently omitted or included in original approved document. (C-CAP-08-025-09-20)

BACKGROUND

Amendment to reflect clerical errors.
Reference AI#10917

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Budgetary Impact.

Attachments

Link: millenn pct 4 cmt amend

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/20/2009 12:59 PM	APRV
2	Budget & Management	Erika Zamora	08/20/2009 01:41 PM	APRV
3	Manuel Chapa	Manuel Chapa	08/21/2009 01:32 PM	APRV
4	Auditor's Office		08/21/2009 05:31 PM	NEW

Form Started By: Yvette Islas — Started On: 08/19/2009 02:58 PM

Final Approval Date: 08/21/2009

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AMENDMENT TO
CONTRACT FOR SERVICES
C-CAP-08-025-09-20

This AMENDMENT to the CONTRACT between **MILLENNIUM ENGINEERS GROUP, INC.**, (the "Laboratory") and **HIDALGO COUNTY** (the "County"), effective the **25TH** day of **August,** 2009, is made between the Laboratory and the County, (the Amendment"), as follows:

WHEREAS, Laboratory and County entered into an Contract on September 02, 2008, in which the Laboratory agreed to provide professional services for construction materials testing to Hidalgo County Precinct No. 4.(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:

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-17038 **23.D.2.**

PURCHASE OF EMPLOYEE UNIFORMS-HIDALGO COUNTY PRECINCT No. 4 CC REGULAR

Date:	08/25/2009
Submitted By:	Olga Montero, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Prct. 4

Information

CAPTION

Approval of proposal received from "VF IMAGEWEAR, INC." awarded vendor through our membership/participation with TXMAS Cooperative Purchasing Program Contract TXMAS #6-84070, in the amount of $10,006.14 for "Purchase of Employee Uniforms" Project #2009-204-08-25-otm including authority to continue to utilize this TXMAS contract for purchases of uniforms.

BACKGROUND

(1) VF IMAGEWEAR, INC PROPOSAL
(2) VF IMAGEWEAR, INC CONTRACT
(3) PROPOSAL & VENDOR INFORMATION

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1204-431-00-124-007-0-605

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

BUDGETARY IMPACT:

Available balance as of 8-20-09 $7,857.85

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-432-00-124-001-0-605

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

BUDGETARY IMPACT:

Available balance as of 8-20-09 $2,685.05.

FISCAL YEAR: 2009 **ACCT. #:** 9-1214-452-00-124-009-0-605

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

BUDGETARY IMPACT:

Available balance as of 8-20-09 $1,200.00.

Attachments

Link: CONTRACT

Link: PROPOSAL / VENDOR INFORMATION

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/20/2009 12:32 PM	APRV
2	Budget & Management	Erika Zamora	08/20/2009 01:37 PM	APRV
3	Manuel Chapa	Manuel Chapa	08/20/2009 04:03 PM	APRV
4	Auditor's Office		08/21/2009 05:31 PM	NEW

Form Started By: Olga Montero Started On: 08/19/2009 02:10 PM

Final Approval Date: 08/21/2009

STATE OF TEXAS
TEXAS BUILDING AND PROCUREMENT COMMISSION
TEXAS MULTIPLE AWARD SCHEDULE (TXMAS)

THIS CONTRACT is by and between the STATE OF TEXAS ("State") acting through The TEXAS BUILDING & PROCUREMENT COMMISSION ("TBPC"), with offices at 1711 San Jacinto Boulevard, Austin, Texas 78701 and VF IMAGEWEAR, INC ("Contractor") with offices at 545 MARRIOTT DRIVE NASHVILLE, TN 37214

1. BACKGROUND:

The Contractor has entered into a contract with the Federal Government under the Federal Government's Supply Schedule Contract Program administered by the General Services Administration ("GSA"). That program allows a contractor and the GSA to negotiate in advance of actual purchases the terms and conditions under which a contractor will supply goods or services to the Federal Government. Such a Federal schedule contract is not a commitment to purchase any goods or services; it is only a convenient way to do so should a Federal agency so choose during the contract's term.

The Texas Building and Procurement Commission has also determined that the Contractor's Federal schedule contract offers goods or services that may be of interest to various state agencies and has therefore decided to use the Contractor's Federal contract as a basis for a state multiple award schedule contract with the Contractor. It is recognized that prices reflected on GSA schedule contracts are most favored customer prices and are maximum prices. A State Agency or Local Government may negotiate a lower price for goods and services listed on a schedule contract. This state multiple award schedule contract (the "Contract") establishes terms and conditions under which a state agency may acquire the Contractor's goods or services, but it in no manner obligates any state agency to do so.

TERMS & CONDITIONS

2. COMPOSITION OF CONTRACT:

This Contract consists of the terms of the Contractor's Federal Schedule Contract, Number GS-07F-5758R (the "Federal Schedule Contract" or "Schedule

Contract"), as amended by this Contract (*see paragraph 31 "ENTIRE AGREEMENT"*). The Contractor's Schedule Contract consists of all the documents and materials incorporated in that agreement with the Federal Government. Those documents include, among possible others, the Federal Government's original solicitation, the Contractor's offer to the Federal Government, with amendments, the Contractor's best and final offer letter, the final award, and the Contractor's most current version of its Authorized Schedule Price List. Additionally, all representations, clarifications, and certifications submitted by the Contractor as a part of that contracting process are also included. And it includes any laws, regulations, documents, guidelines, and other materials incorporated by reference in the Contractor's Schedule Contract, including all Federal Acquisition Regulation (FAR), Defense Federal Acquisition Regulation (DFAR), Federal Information Processing Standards Publication (FIPS PUB), Federal Standards (FED-STD) and United States Code (USC) provisions, among others. By way of example, such would include all cited FAR and DFAR provisions relating to warranties, liabilities, and rights in data, and the GSA's Price Reduction Clause, among others.

3. CERTIFICATION OF ACCURACY:

The Contractor hereby certifies that all copies of the Contractor's Authorized Schedule Price List that were submitted to the State as part of the negotiation of this Contract are true, correct, current, and complete copies of that Price List. The Contractor further represents and warrants that all future Price Lists submitted to revise this Contract will also be true, correct, current, and complete copies of the then-current Price List under the Contractor's then-current Federal Contract.

4. FEDERAL REPRESENTATIONS:

The Contractor warrants that all certifications and representations made to the Federal Government as a basis for obtaining or as a part of its GSA Schedule Contract were and still are true and accurate. The Contractor further agrees that such representations are a basis for the State entering into this Contract and that such representation and certifications inure to the State's benefit.

5. FUTURE NOTICE:

The Contractor acknowledges that any continuing obligation to notify the Federal Government of changes affecting its GSA Schedule Contract, including by way of example, notices required under the price reduction provisions of its Schedule Contract, must be provided in the same manner to the State. The State's rights under those notices will be the same as the rights of the Federal Government. Additionally, the Contractor

agrees to notify the State within thirty (30) calendar days of all changes in the status of or amendments to its Federal Schedule Contract.

6. PARTIES TO THE CONTRACT:

(a) For purposes of this Contract, all references to "Government," "Federal Government," "GSA," or similar terms meaning the Federal Government in the Contractor's Schedule Contract will mean the "State." And references to the "Contracting Officer" will mean the State representative, or their successor or designee, who signed this Contract on behalf of the State. Additionally, for purposes of this Contract, all rights and obligations of the Contractor and the Federal Government under the Contractor's Schedule Contract, except to the extent that such would create an absurdity, or are otherwise clearly inappropriate, or would violate state or federal law, will be rights and obligations between the Contractor and the State.

(b) This Contract may be relied on by any "State Agency" as defined under section 2251.001(8) of the Texas Government Code and any "Local Government" as defined under section 271.101 of the Texas Local Government Code. Whenever a Local Government relies upon this Contract to issue a purchase order, the Local Government will step into the shoes of the State under this Contract. Any order placed by a Local Government under this contract will be between the Contractor and the Local Government. The Contractor will look solely to the Local Government for performance, including but not limited to payment, and will hold the State harmless with regard to such orders. The State, however, will have the right to terminate this Contract and seek such remedies on termination as this Contract provides should the Contractor fail to honor its obligations under an order from a Local Government.

(c) Nothing in this Contract requires the Contractor to accept an order from a Local Government where the Contractor reasonably believes that the Local Government is or will be unable to perform its obligations in relation to that order.

7. SPECIFIC CHANGES TO PROVISIONS INCLUDED IN CONTRACTOR'S SCHEDULE CONTRACT:

The State and the Contractor agree to the following changes to specific provisions of the Contractor's Federal Schedule Contract, notwithstanding anything to the contrary contained in the Contractor's Federal Contract:

STATE OF TEXAS
TEXAS BUILDING AND PROCUREMENT COMMISSION
TEXAS MULTIPLE AWARD SCHEDULE (TXMAS)

(a) All equipment will be new and all replacement parts will be new.

(b) The ordering and payment addresses under this Contract will be those contained in the Contractor's offer letter to the State.

(c) Payments and invoicing will be done according to the terms discussed under paragraph 12 "PAYMENT DUE DATE" and paragraph 13 "INVOICE REQUIREMENTS", below.

(d) All shipping of equipment under warranty for repairs will be at the Contractor's expense.

(e) All references to hours of the day will be deemed to be references to Central Standard/Daylight Time.

(f) The State will not purchase goods or services for overseas delivery, or provide the Contractor with overseas support.

(g) The Contractor will not offer to the State any products that are not Year 2000 compliant. All such items listed in the Contractor's Authorized Price List are deleted for purposes of the State.

(h) As this Contract refers to a GSA schedule contract for convenience, orders under this Contract are not orders under the GSA schedule program. Therefore, the federal supply schedules for blanket purchase agreements, contractor team arrangements are not applicable to this contract. However, for administrative convenience and to satisfy a total best value procurement requirement, a purchasing entity may, if the quoted price is determined to be fair and reasonable, purchase incidental items that are not on the GSA contract schedule. The purchase of incidental, off schedule items will be treated as an open market purchase and clearly labeled on the schedule purchase order as open market (OM) items.

(i) Those terms and conditions of the Contractor's offering documentation not specifically referenced by the Amendments delineated under this heading shall remain unchanged.

(j) The contractor will provide a Universal Resource Locator (URL) address that is exclusive to the contractor's TXMAS contract and catalog. The "hot link" must allow users access to the contractor's TXMAS catalog from the TBPC website.

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(k) In conjunction with the submission of the Contractor Quarterly Sales Report referred to in Paragraph 8 of this document, the Contractor shall remit to the State of Texas a sales rebate which will not exceed the GSA Industrial Funding Fee (IFF) that is in effect at the time of the Quarterly Sales Report submission.

8. CONTRACTOR QUARTERLY SALES REPORT:

(a) The Contractor shall report to the State the quarterly dollar value (in U.S. dollars and rounded to the nearest whole dollar) of the sales under this Contract by fiscal quarter (i.e., September-November, December- February, March- May, June- August). The dollar value of the sale shall be the price paid by the schedule user for the products and services on a schedule contract task or delivery order, as recorded by the Contractor.

(b) The Contractor shall report the quarterly dollar value of sales electronically in the on-line format provided by TBPC (See Paragraph 8(e), below). If no sales occur, the Contractor shall report "zero" sales. The report shall be submitted within thirty (30) calendar days following the completion of the reporting period.

(c) As a component of the Contractor Quarterly Sales Report the Contractor shall remit a Sales Rebate that is authorized by the Texas Government Code, Chapter 2155.510. The Sales Rebate shall be based on the GSA Industrial Funding Fee (IFF) rate that is effective at the time of the report submission. The Sales Rebate rate that will apply to Contract Quarterly Sales Reports submitted for the fiscal quarters commencing March 2004 shall be 0.75%. This rate shall apply to all quarterly Sales Rebates until a new IFF rate is set by GSA.

(d) The Sales Rebate remittance should be identified as "TXMAS Sales Rebate" and made payable to **TBPC**. The remittance address is: Texas Building and Procurement Commission, Attn: Fiscal Division, Post Box 13047, Austin, TX 78711-3047.

(e) The Contractor shall also submit a final closeout report within one hundred and twenty (120) calendar days after the expiration or termination of this Contract. The contract shall expire upon the physical completion of the last outstanding task or delivery the final order under the Contract. The closeout report shall include all sales not shown in the final or most recent quarterly report and shall reconcile all errors and credits. If the Contractor reported all

contract sales and reconciled all errors and credits on the final quarterly report, then the Contractor shall report "zero" sales in the closeout report.

(f) The Quarterly Sales Report shall be submitted electronically online at:
http://portal.tbpc.state.tx.us/txmas/vendor/
see Attachment A.

(g) If the Contractor fails to submit sales reports, falsifies sales reports, or fails to submit sales reports in a timely manner, the State may terminate or cancel this Contract in accordance with Paragraph 19 ("CANCELLATION").

9. DISTRIBUTORS:

(a) The State authorizes the Contractor to name one or more dealers to work with the State on behalf of the Contractor. But if the Contractor decides to use any dealers, the Contractor must submit the name, address, and telephone number of any such dealer, as well as the dealer's purchase order and payment address(es), Federal Employer's Identification number (FEI) and Dun and Bradstreet (DUNS) number if available. The Contractor must also submit a completed W9 form for each dealer it wishes to name under this section. The Contractor's submission must be on its official letterhead, signed by an authorized representative, and addressed to the Director of Procurement. In doing so, the Contractor warrants that:

(1) The dealer has been given a copy of this Contract, and a duly authorized representative of the dealer has agreed, in writing to be bound by the terms and conditions in this Contract.
(2) Such agreement specifically provides that it is for the benefit of the State as well as the Contractor.
(3) The Contractor agrees to remain liable under this Contract for any failure of the dealer to perform and any breach of the dealer under this Contract.
(4) Payments under this Contract for the services of any dealer may be made directly to that dealer, and the Contractor will look solely to the dealer for any payments due the Contractor once the State has paid the dealer.
(5) To the extent that there is any liability to the State arising from doing business with a dealer that has not signed the agreement required under this section with the Contractor, the Contractor will indemnify the State for such liability.

(b) If the Contractor wants to designate a business entity that will not receive payments (a "distributor"), the Contractor may do so by identifying the person or organization as a distributor in the authorizing letter. One or more distributors may be identified in the authorizing letter. In such cases, information regarding taxpayer identification and payment addressing may be omitted, as may the distributor's W9 form and DUNS number. All other requirements and obligations for designating a dealer apply to designating a distributor.

10. POLICY ON UTILIZATION OF HISTORICALLY UNDERUTILIZED BUSINESSES (HUBS):

(a) In accordance with the Texas Government Code, Sections 2161.181-182 and section 111.11 of the Texas Administrative Code (TAC), state agencies shall make a good faith effort to utilize Historically Underutilized Businesses (HUBs) in contracts for construction, services, including professional and consulting services and commodities contracts. The Texas Building and Procurement Commission (TBPC) HUB Rules, 1 TAC 111.11-111.28 encourages the use of HUBs by implementing these policies through race-ethnic-and gender-neutral means.

(b) The purpose of the HUB Program is to promote full and equal business opportunities for all businesses in State contracting in accordance with the goals specified in the State of Texas Disparity Study:

(1) 11.9% for heavy construction other than building contracts;
(2) 26.1% for all building construction, including general contractors and operative builders contracts;
(3) 57.2% for all special trade construction contracts;
(4) 20% for professional services contracts;
(5) 33% for all other services contracts; and
(6) 12.6% for commodities contracts.

(c) Each state agency shall make a good faith effort to meet or exceed these goals and assist HUBs in receiving a portion of the total contract value of all contracts that the agency expects to award in a fiscal year.

(d) Contractors are urged to utilize Texas Certified HUBs as dealers or distributors whenever possible to promote full and equal business opportunities and assist state agencies in meeting the goals listed above. Instructions for generating a list of Certified Texas HUB Vendors that are registered on the Texas Centralized Master Bidder List (CMBL) for the

commodities included in the contract schedule is attached (see Attachment B). You are also strongly encouraged to make a good faith effort within the ***basic*** terms of the GSA contract and consider engaging the service of a HUB to meet your contractual obligation in Texas. ***The attached TXMAS HUB Good Faith Effort Certification must be completed and returned with this document (see Attachment C).***

11. LIMITATION OF LIABILITY:

THE PARTIES AGREE THAT IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, EVEN IF THE PARTIES HAD BEEN ADVISED, KNEW, OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

12. PAYMENT DUE DATE:

(a) Except as provided for in section 2251.021(b) Texas Government Code payment by a State Agency or Local Government is due within thirty (30) calendar days after the later of:

(1) the date the State Agency or Local Government receives the goods under the contract;
(2) the date the State Agency or Local Government receives a proper invoice (*see paragraph 13 "INVOICE REQUIREMENTS"*) for the goods or services; or
(3) the date the performance of the service under the contact is completed

(b) Except as provided for in section 2251.021(b) Texas Government Code, a payment will begin to accrue interest at a rate of one percent a month on the 31st day after the later event described by subsections (a)(1) through (3). Interest stops accruing on the date the State Agency or Local Government mails (postmark) or electronically transmits the payment.

13. INVOICE REQUIREMENTS:

(a) In order to receive payment, Contractor must submit an original invoice to the office designated in the purchase order as the "Bill To" address. To be a proper invoice, the invoice must include the following information and/or attachments:

(1) Name and address of the Contractor as designated in this Contract.
(2) The Contractor's Texas Identification Number (TIN) as designated in this Contract.
(3) The Contractor's invoice remittance address as designated in this Contract.
(4) The purchase order number authorizing the delivery of products or services.
(5) A description of what the Contractor delivered, including, as applicable, the time period, serial number, unit price, quantity, and total price of the products and services. If the invoice is for a lease, the Contractor must also include the payment number (e.g., 1 of 36).

(b) If an authorized dealer has fulfilled the purchase order, then the dealer's information should be supplied in lieu of the Contractor's information. If an invoice does not meet this section's requirements or if the Contractor fails to give proper notice of a price increase (*see paragraph 15 "NOTIFICATION OF PRICE INCREASE"*), the State will send the Contractor written notice with the improper invoice to the address designated for receipt of purchase orders within fifteen (15) calendar days after receipt of the invoice. The notice will contain a description of the defect or impropriety and any additional information the Contractor needs to correct the invoice.

14. AUDIT REQUIREMENTS:

Contractor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards.

15. NOTIFICATION OF PRICE INCREASES:

For price increases authorized under this contract, notification of such must be given to the TBPC and to the purchase order "bill to" address contained in the applicable purchase order(s) for any orders affected by the increase (e.g., existing leases, licenses, or annual maintenance programs). The Contractor must give these notices no later than thirty (30) calendar days before the effective date of the price increase. This notification must

specify, when applicable, the product serial number, location, current price, increased price, and applicable purchase order number.

16. NON-APPROPRIATION OF FUNDS:

The State's funds are contingent on the availability of lawful appropriations by the Texas Legislature. If the Texas Legislature fails to continue funding for the payments due under an order referencing this Contract, the order will terminate as of the date that the funding expires, and the State will have no further obligation to make any payments.

17. PUBLIC INFORMATION:

Pursuant to Texas Government Code, Chapter 552, The Public Information Act, all information in the possession of the Texas Building and Procurement Commission is subject to disclosure in accordance with the provisions of the act.

18. TAXES:

The State is exempt from all state and local taxes and does not agree to pay any taxes.

19. CANCELLATION:

The State or the Contractor may cancel this Contract without cause on thirty (30) calendar days written notice. But, in the case of any lease of goods or services or any license of software or other intangible property entered into before the effective date of the termination, the State will have the right to continue such lease or license after termination on the same terms.

20. AUTOMATIC RENEWAL:

This contract is automatically renewed on the date that GSA exercises the renewal option. All State of Texas terms and conditions will continue and apply to all renewal periods unless modified by mutual agreement.

21. DELIVERIES: Unless stated otherwise in the federal supply schedule, all deliveries will be F.O.B. Destination.

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22. EQUAL EMPLOYMENT OPPORTUNITY:

The Contractor will comply with all Texas laws regarding equal opportunity employment opportunity.

23. DRUG FREE WORKPLACE:

The Contractor will make a good faith effort to ensure that none of its employees are under the influence of or possess illegal drugs or alcohol or abuse prescription drugs while they are on State property.

24. CONTRACTOR AFFIRMATIONS:

(a) The Contractor 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 in connection with the submitted contract.

(b) Contractor hereby assigns to purchaser any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. (1973) as amended, and the Texas Free Enterprise and Antitrust Act of 1983, Tex. Bus. & Comm. Code Sec. 15.01, et seq. (1983).

(c) Neither the contractor nor the firm, corporation, partnership, or institution represented by the contractor, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this State or Federal Antitrust laws, (see item b, above)

(d) Pursuant to Texas Family Code 231.006 (d), (relating to child support), the Contractor certifies that the individuals or business entity named in this contract is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and/or payment may be withheld if the certification is inaccurate.

(e) Under Section 2155.004 Texas Government Code, the Contractor certifies that the individual or business entity named in this contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.

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(f) The Contractor shall defend, indemnify, and hold harmless the State of Texas, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of contractor or any agent, employee, subcontractor, or supplier of contractor in the execution or performance of this contract.

(g) Contractor agrees that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the state of Texas.

(h) Contractor certifies that they are in compliance with section 669.003 of the Texas Government Code, relating to contracting with executive head of a state agency. If section 669.003 applies, vendor will complete the following information in order for the offer to be evaluated:

Name of Former executive: _____

Name of State Agency: _____

Date of separation from State Agency: _____

Position with Contractor: _____

Date of Employment with Contractor: _____

25. PUBLICITY:

The Contractor will not advertise that it is doing business with the State or use this Contract as a marketing or sales tool without the prior, written consent of the State.

26. TRAINING REQUIREMENTS:

The Contractor will send as a minimum one corporate representative and one dealer/distributor representative from each authorized dealer/distributor for training on TXMAS procedures prior to receiving award of a TXMAS contract. The TXMAS Unit in Austin, Texas will provide training. Training dates, location and times will be coordinated with the TXMAS Unit.

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27. TRAVEL EXPENSES:

Any travel or per diem required by the Contractor to do its obligations under this Contract will be at the Contractor's expense. All travel and per diem that the State requests in addition to what this Contract requires the Contractor to provide at the Contractor's expense will be paid in accordance with State of Texas Travel Allowance Guide.

28. HEADINGS:

The headings used in this Contract are for convenience only and will not be used in interpreting this Contract.

29. ASSIGNMENT:

The Contractor will not assign this Contract without the written consent of the State.

30. ORDER OF PRIORITY:

If there is any inconsistency or conflict between this document and any provision of anything incorporated by reference, this document will prevail.

31. ENTIRE AGREEMENT:

This Contract consists of the Contractor's Schedule Contract (*see paragraph 2 "COMPOSITION OF CONTRACT"*), this Contract document, the Contractor's State Offer Letter, and, if applicable, the Contractor's letter(s) designating dealers (and/or distributors), and any price lists or catalogs specifically mentioned elsewhere in this Contract. The foregoing constitutes the entire agreement between the parties, and any changes or modifications to this Contract must be in writing.

32. GOVERNING LAW:

This Contract is governed by and will be construed under Texas law, and venue for any dispute will be in a court of competent jurisdiction in Travis County, Texas.

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33. SEVERABILITY:

If any part of this Master Agreement shall be declared unlawful, all other provisions not affected shall remain in full force and effect

TO SHOW THEIR AGREEMENT, the parties have executed this Contract on the date(s) below and unless otherwise indicated is effective as of the date of signature by the State.

THE CONTRACTOR

By: _____

Title: VICE PRESIDENT, SALES

Date: 3-24-2006

STATE OF TEXAS,
TEXAS BUILDING & PROCUREMENT COMMISSION
PROCUREMENT DIVISION

_____
Ted R. Maddry, CTPM
Purchasing Operations and Customer Service Manager

Date: 3-24-06

Attachment C

To Prospective Texas Multiple Award Schedule (TXMAS) Vendors

Subject: Historically Underutilized Business (HUB)
Good Faith Effort Certification

As addressed in the basic Contract Terms and Conditions, contractors are strongly encouraged to engage the services of Texas Certified HUBs as distributors or dealers whenever possible to promote full and equal business opportunities and to assist state agencies in meeting the goals specified in the State of Texas Disparity Study. The decision to utilize the services of a currently Certified Texas HUB must be based on a good faith effort and as a potential contractor you are required to show documented evidence that an active participatory role for a HUB entity was considered. Should you elect to use the services of a Minority Business Enterprise (MBE) or Disadvantaged Business Enterprise (DBE) that may be eligible for Texas Hub certification, arrangements can be made to expedite the application process.

Please answer the following questions by selecting the response that applies to your good faith effort decision. Check the appropriate response(s).

YES ☐ NO X 1. Are the services of a Certified Texas HUB being utilized to perform the contract referred to in the Terms and Conditions? **

YES ☐ NO X 2. Are the services of a MBE/DBE or equivalent that may be eligible for Texas HUB certification being utilized to perform the contract referred to in the Terms and Conditions?

YES X NO ☐ 3. Will a Small Business, as defined by regulations of the Small Business Administration (SBA) in 13 C.F.R., Section 121.201, perform the basic contract as awarded by the General Services Administration (GSA)?

YES X NO ☐ 4. Will the contract be performed by a distributor, dealer or Manufacturer, under existing agreements approved by GSA, that includes Small Business/MBE/DBE/HUB participation?

Note: This document will become an attachment to the Contract Terms and Conditions and is affirmed by the signature on the Contract Terms and Conditions.

** The attached randomly selected list of Certified Texas HUBs dealing in the goods and services included in this multiple award schedule contract opportunity should be considered in the selection/decision process.

INTERIM EXECUTIVE DIRECTOR
Edward L. Johnson

CHAIRMAN
Brenda Pejovich

COMMISSIONERS
Stuart S. Coleman
James S. Duncan
Bob Jones
Victor E. Leal
Mary Ann Newman-Buckley
Betty Reinbeck

Texas Building and Procurement Commission

March 24, 2006

Mr. Jim Tewmey
VF Imagewear, Inc.
545 Marriott Drive
Nashville, TN 37214

RE: Contract No. TXMAS-6-84070
Contract Period 03/24/06 through 03/31/10

Dear Mr. Tewmey:

Your company has been awarded a contract under the Texas Multiple Award Schedule (TXMAS) program. The period of the contract is shown above and will coincide with the contract period of your contract, GS-07F-5758R with the General Services Administration (GSA). As stated in your contract with the State of Texas, Terms and Conditions, you are responsible for notifying the Texas Building and Procurement Commission (TBPC) within thirty (30) calendar days of any change in the status of your contract with GSA or amendments to the Federal Schedule Contract.

All terms and conditions set forth in the document that you signed as a part of your offer to the State are made a part of this TXMAS contract. Please note that any payment due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas. Additionally, the dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used by the TBPC and the contractor to attempt to resolve all disputes arising under this contract.

As set forth in Section 8 of the Contract Terms and Conditions, a Quarterly Sales Report is required under this contract. The reporting requirement will commence for the period March-May 2006. Subsequent reports will follow the calendar quarters (i.e., June-August, September-November, and December-February).

In order to facilitate catalog access to TXMAS contractor catalogs, the TBPC will maintain a web page exclusive to your TXMAS contract. In addition to user instructions and informational details relating to the contractor, a universal resource locator (URL) address is required for the contractor's catalog. The catalog may be the same as the catalog used for the GSA Advantage e-procurement program, but it must have a TXMAS identifying cover and a URL, exclusive to the TXMAS program. It is requested that your catalog web address be established within fourteen (14) calendar days and provided by e-mail to the TXMAS Program Unit at txmas@tbpc.state.tx.us. If you have any questions regarding this or any of the other requirements relating to the TXMAS program, please contact Ted Maddry at 512-463-3384.

Respectfully,

Ted R. Maddry, CTPM
Purchasing Operations and Customer Support Manager

Window on State Government Susan Combs Texas Comptroller of Public Accounts

Search TXMAS Contracts: Search

Rebates: Pursuant to Texas Government Code § 2155.510(b), rebates generated from TXMAS contract purchases made using federal funds must be reported to the federal funding agency for reporting and reconciliation purchases. Each quarter of the State's fiscal year, TXMAS contractors rebate .75% of their TXMAS sales to the State of Texas via the Texas Comptroller of Public Accounts (CPA). It is the purchasing entity's responsibility to report the amount of rebate using the above percent based on the total dollar value of the TXMAS purchase order.

Example: A purchasing entity receives and uses federal funds of $50,000 to purchase items/services on a TXMAS contract. The purchasing entity must report to the federal fund-provider that a sales rebate of $375 ($50,000 * .75% = $375) will be paid to the State of Texas by the TXMAS contractor.

TXMAS

VF IMAGEWEAR, INC.
Contract TXMAS-6-84070

On-Line Catalog/Order Processing

TOTAL SOLUTIONS FOR LAW ENFORCEMENT, SECURITY, FACILITIES MANAGEMENT, FIRE, RESCUE, CLOTHING

Corporate Office:
VF IMAGEWEAR, INC.
545 MARRIOTT DRIVE
NASHVILLE TN 37214
USA

Send PO to:
VF IMAGEWEAR, INC.
749 MASSMAN DRIVE
NASHVILLE TN 37210
USA
Vendor ID: 16215172814

Invoice From:
VF IMAGEWEAR, INC.
545 MARRIOTT
NASHVILLE TN 37214
USA
Vendor ID:

Delivery:	7 DAYS ARO
FOB Point:	DESTINATION
Terms:	NET 30 DAYS
Remit To:	VF IMAGEWEAR, INC. P.O. BOX 640396 PITTSBURGH PA 15264-0396 USA Vendor ID:
Vendor ID:	16215172814
Business Type:	Large
DUNS #:	004048013
Effective: Expires:	3/24/2006 3/31/2010

CONTACT: BETH HARBOUR
Phone 615-565-5367
BETH_HARBOUR@VFC.COM

Effective Date: This Texas Multiple Award Schedule (TXMAS) contract is effective beginning 3/24/2006 through 3/31/2010 and is automatically renewed on the date that the General Services Administration (GSA) exercises the renewal option. All State of Texas terms and conditions will continue and apply to all renewal periods by mutual agreement. The contractor has certified that the prices reflected in the contractor's catalog are the same as the prices contained in the most current modification to GSA Contract No. GS-07F-5758R.

Placement of Orders: Purchasing entities must use both the instructions on the contractor's web page and the terms and conditions in the federal supply schedule to place orders. Purchasing entities may use a either a departmental purchase order or the contractor's on-line ordering system to place orders. Purchasing entities may opt out of using the contractor's on-line ordering system if it is incompatible with the entity's purchasing procedures. The contractor is not required to accept orders below the minimum listed below. Orders between the minimum and maximum listed below are subject to GSA preferred customer pricing. For orders above the maximum, purchasing entities are entitled to negotiate for lower prices than those listed on the on-line federal supply schedule price list.

Order Limitation:
Minimum Order: $100
Maximum Order: SINSs $50,000 FOR A TOTAL OF $350,000

Approved Products/Services: Only products or services listed in the CPA approved GSA contract may be purchased from this TXMAS contract, with one exception. Incidental, off-schedule items may be purchased as "best value, open market" items provided that they are necessary for product integration or product completeness. The purchasing entity is responsible for ensuring that the quoted price for such incidental items is fair and reasonable. These incidental items may be added to the TXMAS purchase order if they are clearly labeled as "open market (OM), best value" items.

State Contracts: All Texas Council for Purchasing from People with Disabilities contracts and Texas Correctional Industries (TCI) term contracts take precedence over this TXMAS contract. If similar products or services are listed on this TXMAS contract and a CPA term contract, a determination should be made that will result in a best value purchase.

Payment Due Date: Payment will be due on the thirtieth (30) calendar day after the later of: (a) the date the State actually receives a proper invoice at the office designated in the applicable purchase order to receive it; or (b) the date the State accepts the products or services. The post mark date on the envelope for the State warrant (State's equivalent to a check) or banking information showing when a direct deposit transaction was received will be considered the date payment is made. Interest starts accruing on the first day that payment is late. The rate of interest for late payments is set at one percent per month.

Special Note: The State of Texas, including but not limited to its Agencies, cooperative purchasing members and any local governmental entity authorized by law to use the Texas Multiple Award Schedule method for purchasing is not obligated to procure any products or services from this TXMAS contract. This schedule contract shall not be construed to prevent the State from purchasing products or services using other procurement methods as authorized by law.

Keywords: BDU, 3-M, Ansi, Apparel, Apron, Barncoat, Bluejeans, Bulwark, Butcher, Cap, Cargo, Cell, Chef, Class II, Clothes, Clothing, Coat, Cook, Cotton, Coverall, Dickey, Dress, Elastic, Electrical, EMS, Excel, Female, Fire, Fit, Fleece, FX, Hat, Hi-Visibility, Hooded, Horace, Hospital, Industrial,

Insulated, Jac , Jacket, Jeans, Kap, Knit, Lab, Lee, Lined, Lite, Male, Management, Medical, Moisture, Neckerchief, Nomex, NorthFace, Outerwear, Oxford, Pant, Parka, Pique, Polar, Police, Polo, Polyester, Poplin, PPE, Protective, Rayon, Recruit, Red, Reflective, Relaxed, Safety, Security, Service, Sheriff, Shirt, Shirtjac, Shopcate, Shorts, Small, Smock, Speedsuit, Striping, Sweatpant, Sweatshirt, Trouser, T-Shirt, Turtleneck, Uniform, Uniforms, Vest, Waist, Denim, Windbreaker, Wool, Work, Woven, Wrangler

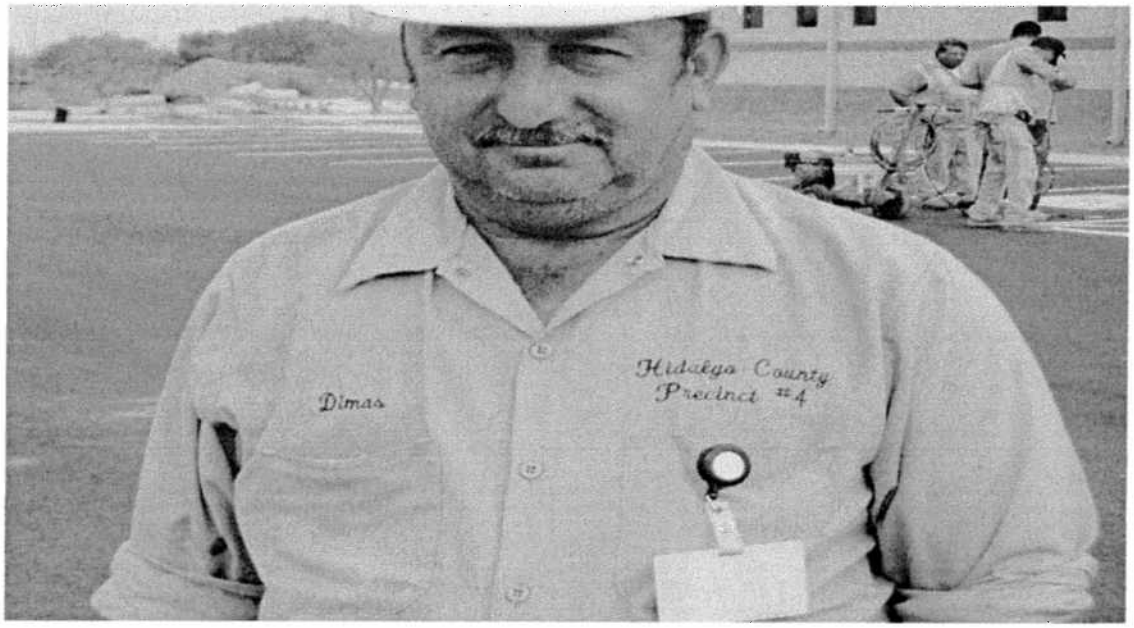
Contact Us

If you have any suggestions on how to improve TXMAS or this web site, please send an email to txmas@cpa.state.tx.us or call 512-463-8839 or 512-463-3421.

Texas Online Statewide Search from the Texas State Library State Link Policy Texas Homeland Security

Susan Combs, Texas Comptroller • Window on State Government • Contact Us
Privacy and Security Policy Accessibility Policy Link Policy Public Information Act Compact with Texans

APPROXIMATE QUANTITY	ITEM	ITEM #			LAST YR PRICE	NOTES	TOTAL
20 MIXED SHORT/LONG SLEEVE	GREY W/REFLECTIVE GREEN STRIPES ALONG SLEEVES, UNDER POCKETS & AROUND THE BACK AREA	CUSTOMIZE: SIMILAR TO SP14WM	LONG	9	21.41	4 MECHANICS X 5 PER -CUSTOMIZED	192.69
	SAME	SAME	SHORT	11	18.93		208.23
10 MIXED SHORT/LONG SLEEVE	LIGHT GREEN W/REFLECTIVE GREY STRIPES ALONG SLEEVES, UNDER POCKETS & AROUND THE BACK AREA & 3" BLACK EMBROIDERED "SECURITY" ALONG TOP BACK OF SHIRT	CUSTOMIZE: SIMILAR TO SP14WM	LONG	10	31.31	2 PARK SECURITY EMPLOYEES X 5 PER CUSTOMIZED- POSSIBLY HAVE WORD "SECURITY" EMBROIDERED ACROSS TOP BACK AREA ABOVE REFLECTIVE STRIPES	313.1
	SAME	SAME	SHORT	0			
15 MIXED SHORT/LONG SLEEVE	ENHANCED VISIBILITY SHIRT	SP14WM	LONG	7	18.14	3 TRAFFIC CONTROL EMPLOYEES X 5 PER - GREY WITH ORANGE AS PRODUCED BY COMPANY	126.98
	ENHANCED VISIBILITY SHIRT	SP24WM	SHORT	8	16.19		129.52
255 MIXED SHORT/LONG SLEEVE	INDUSTRIAL WORK SHIRT	SP14LB	LONG	223	7.06	51 R&B EMPLOYEES 5 PER EMPLOYEES"HIDALGO COUNTY PCT. #4)	1574.38
	INDUSTRIAL WORK SHIRT	SP24LB	SHORT	32	5.87		187.84
115 MIXED SHORT/LONG SLEEVE	INDUSTRIAL WORK SHIRT (LIGHT GREEN)	SP14LG	LONG	79	7.24	23 DRAINAGE EMPLOYEES -5 PER SHIRTS WILL HAVE "HIDALGO COUNTY PCT. #4 DRAINAGE" EMBROIDERED OVER LEFT POCKET & NAME ON RIGHT SIDE	571.96
	SAME	SP24LG	SHORT	36	6.01		216.36
415 SHIRTS	EMBROIDERING OF IND. SHIRTS (NAVY BLUE)	1.23 PER LINE X 3 PER SHIRT		415	3.69	83 EMPLOYEES X5 SHIRTS X 3 LINES PER" HIDALGO COUNTY PRECINCT #4" (SPLIT INTO TWO LINES) EMBROIDERED ABOVE THE LEFT POCKET AND THEIR SELECTED NAME EMBROIDERED ON THE RIGHT IN 1" CURSIVE LETTERS (NAVY BLUE STITCHING	1531.35
445	UTILITY DENIM WORK JEAN	PD54	INDIGO	445	9.61	89 VARIOUS SIZES	4276.45
40 - MIXED SIZES	BURGUNDY	SK02BR	LIGHT GOLD	8	8.81	STAFF POLO'S ONLY HAVE "HIDALGO COUNTY PCT. #4" LOGO OVER LEFT POCKET	70.48
	BLACK	SK02BK	LIGHT GOLD	8	8.81		70.48
	HUNTER GREEN	SK02HG	LIGHT GOLD	8	8.81		70.48
	KHAKI	SK02KH	BLACK EMBR	8	8.90		71.2
	ROYAL BLUE	SK02RB	LIGHT GOLD	8	8.81		70.48
	EMBROIDERING PER SHIRT	1.23 PER LINE X 2 PER SHIRT		40	2.46		98.4
20-MIXED	BURGUNDY	SK02BR	LIGHT GOLD	4	8.81	STAFF POLO'S ONLY HAVE "HIDALGO COUNTY PCT. #4 DRAINAGE" LOGO OVER LEFT POCKET	35.24
	BLACK	SK02BK	LIGHT GOLD	4	8.81		35.24
	HUNTER GREEN	SK02HG	LIGHT GOLD	4	8.81		35.24
	KHAKI	SK02KH	BLACK EMBR	4	8.9		35.6
	ROYAL BLUE	SK02RB	LIGHT GOLD	4	8.81		35.24
	EMBROIDERING PER SHIRT	1.23 PER LINE X 2 PER SHIRT		20	2.46		49.2
							10006.14



SP14LG	Long Sleeve Industrial Work Shirt - Light Green	7.24	
GV - 1" Silver Reflective Tape	LST - Long Sleeve Shoulder to Cuff	3.84	
GV - 1" Silver Reflective Tape	HUP - Horizontal under Front Pockets	3.84	
GV - 1" Silver Reflective Tape	HUB - Horizontal Upper Back	3.84	
GV - 1" Silver Reflective Tape	HLB - Horizontal Lower Back	3.84	
ED - Embroider Direct	LUF - Left Upper Front	1.23	Hidalgo County - Line 1
ED - Embroider Direct	LUF - Left Upper Front	1.23	Precinct #4 - Line 2
ED - Embroider Direct	RUF - Right Upper Front	1.23	Employee Name
EL - Embroider Logo #ELG007	Back	5.02	SECURITY

GRAND TOTAL:	31.31

Olga Montero

From: Suzanne_Rich@vfc.com on behalf of Keran_Card@vfc.com
Sent: Wednesday, July 29, 2009 5:29 PM
To: janie_alejos@yahoo.com; olga.montero@co.hidalgo.tx.us
Cc: gabeltran54@yahoo.com
Subject: Hidalgo County Precinct #4 - COMPLETED QUOTE & LINK TO VENDOR INFORMATION
Attachments: pic08492.jpg; 2009 Quote.xls

Hi Janie,

Thanks for the clarification on the SECURITY SHIRT.

I have quoted the shirt at $31.31 each. Breakdown of price as follows:

[IMAGE]

I am putting a sew off of ELG007 SECURITY logo in the mail to you today. Prior to ordering all of the shirts for your security dept., I suggest you send us an order for one shirt to be certain all of the customization is as it needs to be.

Our vendor information may be obtained by clicking on the link below:

http://portal.cpa.state.tx.us/txmas/txmasb.asp?CONTRACT=12250&dealer=0

Please don't hesitate to let me know if I may be of further assistance.

Keran Card
Customer Support Specialist
VF IMAGEWEAR, INC.
545 Marriott Drive
Nashville, TN 37214
Phone: 615-565-5093
Fax: 615-882-2565
(Embedded image moved to file: pic08492.jpg)

(See attached file: 2009 Quote.xls)

AI-17047 **23.E.1.**

Removal of Fixed Assets from Inventory List
CC REGULAR

Date: 08/25/2009
Submitted By: Nelda Olivarez, HIDTA
Submitted For: Marty Salazar
Department: HIDTA
Agenda Category: Purchasing Department

Information

CAPTION

Approval to remove the following fixed assets from the HIDTA inventory list:

Asset No.	Description	Acquired Date
25247	DTK FEAT 3331-486 33 MHZ TOWER	07/31/1992
30211	SKU-DELL LATIFUDE NOTEBOOK 12.1 SVGA	07/23/1996
30511	DIMENSION XPS P133 MINI TOWER	12/17/1996
31729	LAPTOP COMPUTER	06/29/1999
34829	DELL XPS T700 MHZ-MINITOWER	06/20/2000
34830	DELL XPS T700MHZ-MINI TOWER	06/20/2000
38959	PENTIUM 4, 1.7 GHZ SUPER XGA+	11/12/2002

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No funding required.

Attachments

Link: Affidavit-Remove Assets

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/20/2009 12:56 PM	APRV
2	Budget & Management	Erika Zamora	08/20/2009 01:41 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	08/20/2009 03:29 PM	APRV
4	Auditor's Office		08/21/2009 05:31 PM	NEW

Form Started By: Nelda Olivarez — Started On: 08/19/2009 02:46 PM

Final Approval Date: 08/21/2009

AFFIDAVIT

It is my intent to attest that the following items are no longer in the possession of the Hidalgo County HIDTA Task Force.

Asset No.	Description	Acq Date	Serial/VIN Number	PO No.
25247	DTK FEAT 3331-486 33 MHZ TOWER	07/31/92	222486190	62168
30211	SKU-DELL LATIFUDE NOTEBOOK 12.1 SVGA	07/23/96	6277346BYK1500A	107908
30511	DIMENSION XPS P133 MINI TOWER	12/17/96		214520
31729	LAPTOP COMPUTER	06/29/99		278834
34829	DELL XPS T700 MHZ-MINITOWER	06/20/00		302608
34830	DELL XPS T700MHZ-MINI TOWER	06/20/00		302608
38959	PENTIUM 4, 1.7 GHZ SUPER XGA+	11/12/02	3C9TZ11	

All efforts were exhausted through the Hidalgo County Fixed Assets Division, Information Technology Department, and the HIDTA Task Force staff to locate said items. Due to the lapse of time and transitions of Task Force staff and commander, I formally request that the aforementioned items be removed from the inventory list.

Dora L. Munoz
HIDTA Task Force Commander

THE STATE OF TEXAS ()
()
COUNTY OF HIDALGO ()

BEFORE ME, the undersigned authority, on this day personally appeared Dora L. Munoz known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and consideration there expressed.

GIVEN UNDER MY HAND and seal of office this 13th day of August, 2009 A.D.

Notary Public

Sonya I Lopez
Notary Public, State of Texas
My Commission Expires:
June 2, 2011

AI-17006 **23.F.1.**

Award of Bid - One New Mobile Communication Unit

CC REGULAR

Date:	08/25/2009
Submitted By:	Yolanda Velasquez, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Health & Human Services Dept.

Information

CAPTION

Recommending award of bid to the lowest bidder, Texas Association of Local Health Officials (TALHO), meeting all specifications/requirements, terms and conditions as attached hereto for: Hidalgo County - Health Department - "One New Mobile Communication Unit" - Bid No. 2009-309-08-17-YZV.

BACKGROUND

Please see attached Department Memo

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1293-441-00-340-041-9-748

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

BUDGETARY IMPACT:

Amount available for requisition# 156813 as of 8-20-09 $110,500.00 for Texas Association of Local Health Officials (TALHO).

Attachments

Link: Memo Recommendation-Bid Tabulation-Participation Log

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/19/2009 01:09 PM	APRV
2	Budget & Management	Erika Zamora	08/19/2009 01:26 PM	APRV
3	Manuel Chapa	Manuel Chapa	08/20/2009 08:19 AM	APRV
4	Auditor's Office	Linda Fong	08/21/2009 04:55 PM	APRV
5	Dina Trevino		08/21/2009 05:31 PM	NEW

Form Started By: Yolanda Velasquez Started On: 08/17/2009 04:06 PM

Final Approval Date: 08/21/2009

MEMORANDUM

To: **Eduardo Olivares, Director**
Health & Human Services

Attn: **Josie Escalante** **via e-mail:** josie.escalante@hchd.org

From: **Yolanda Velasquez** YV
Purchasing Dept., Buyer **via e-mail:** yolanda.velasquez@co.hidalgo.tx.us

Date: **August 17, 2009**

Re: Request Recommendation for RFB No. 2009-309-08-17- YZV
"One New Mobile Communication Unit"

We received two (2) responses to the above mentioned project. Enclosed you will find a copy of the Quote Tabulation Sheet along with copies of bid packets submitted by both participants for your review and recommendation.

We would like to present your recommendation on the next Commissioner's Court Meeting; therefore, we need your response no later than **Tuesday, August 18, 2009 @ 3:30 p.m.** to be able to present to Commissioner Court on **August 25, 2009**. Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department via email or fax to 318-2629 or 292-7612.

Should you have any questions or require further information, please do not hesitate to call me at 318-2626 extension 4881. Thank you for your attention and cooperation to this matter.

☒ **DO** recommend accepting of response ☐ **DO NOT** recommend accepting of response

Please include the account number(s) for the above mentioned project.

Budget Acct №: 9-1293-441-00-340.041-9-74B

Recommendations/Concerns: Recommend award to TALTO due to price & meets minimum specs.

Authorized Signature — Eduardo Olivarez (Printed Name) — 8/17/09 (Date)

HIDALGO COUNTY PURCHASING DEPARTMENT
RFB TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY – DEPARTMENT OF HEALTH & HUMAN SERVICES

RFP OPENING DATE: AUGUST 17, 2009 | **BID OPENING TIME:** 9:30 A.M.

DESCRIPTION OF BID: "ONE (1) NEW MOBILE COMMUNICATION UNIT"

RFP NO: 2009-309-08-17-YZV

RFB #	NAME OF COMPANY	ACKNOWLEDGE RECEIPT OF PROPOSAL	BID PRICE
#1	Nomad Global Communication Solutions, INC.	√	$176,625.25
#2	Texas Association of Local Health Officials	√	$110,500.00
#3			
#4			
#5			
#6			
#7			
#8			
#9			
#10			

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS
RFB-RFP-RFQ

BID OPENING DATE: AUGUST 17, 2009 BID OPENING TIME: 9:30 A.M.

DEPARTMENT/BID DESCRIPTION:"ONE (1) NEW MOBILE COMMUNICATION UNIT - Hidalgo County- Health & Human Services"BID NO.: 2009-309-08-17-YZV

NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
1.Texas Association of Local Health Officials	EM	sgostisha@texashan.org Scott Gostisha/Director of Network Operations	8/03/09	715 Discovery Blvd. #308 Cedar Park, Texas 78613 Tel: 512-528-9691
2.Decatur Electronics, INC	EM	cjewell@decaturelectronics.com Corky Jewell, Key Acct. Manager	8/03/09	715 Bright Street Decatur, Illinois 62522 Tel: 800-428-4315
3. Traylor Motor Homes, INC	EM	jdtraylor@traylormotorhomes.com Jerry Traylor, President	8/03/09	1216 North Interstate 45 Palmer, Texas 75152 Tel: 972-291-2067
4.Spurlock Vehicles, INC	EM	kcs@spurlockvehicles.com C. Kyle (KC) Spurlock III, President/CEO	8/04/09	111 Alpha Drive Franklin, TN 37064 Tel:615-468-6363
5.Incident Communication Solutions	EM	smorgan@icidentcommunications.com Steve Morgan	8/04/09	218-A Long Canoe Circle Stevensville, Maryland 21666 Tel:410-604-6004
6.MCS Comtex	EM	jimj@mcscomtex.com Jim Jones, Sales Manager	8/04/09	600 E. Centre Park Blvd. Desoto, Texas 75115 Tel: 469-765-8105
7.Nomad Global Communication Solutions, INC.	EM	Jimmy.gladden@nomadgcs.com Jimmy Gladden	8/04/09	P.O. Box 865 Kalispell, MT 59903 Tel: 406-755-1721
8.Dodgen Mobile Technologies Tel 800-247-1835 x7229	EM	Clarice@dodgen0bornfree.com Clarice Thompson, Product Specialist	8/05/09	1505 135h St. North, P.O. Box 39, Humdoldt, Iowa 50548
9.Victoria Communication Services Tel 361-575-7417	EM	mark@viccomm.com	8/5/09	
10. Cascade Networks, INC Tel: 360-442-4412	EM	dan@cni.net	8/05/09	
11.TriVan Truck Body Tel 254-799-2360	EM	aharthoorn@trivan.com	8/05/09	3118 Gholson Road Waco, Texas 76705

12. A. Hall	TR	ahall@sirchie.com	8/07/09	
13.Mibile concepts by Scotty, INC. Tel:800-783-0213	EM	hdegre@mobileconcepts.com	8/10/09	480 Bessemer Road Mount Pleasant, PA 15666
14.Texas Association of Local health Officials (TALHO) Tel 512-528-9691	EM	sgostisha@texashan.org 2nd email request	8/06/09	

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
FACSIMILE (FAX)

BIDDE LIST MAIL OUT (BLM)
E-MAIL (EM)

AI-17064 **23.F.2.**

Interlocal between Hidalgo County and Texas A&M University (TEEX)
CC REGULAR

Date:	08/25/2009		
Submitted By:	Rocio Villarreal, PURCHASING DEPT.		
Submitted For:	Rocio Villarreal		
Department:	PURCHASING DEPT.		
Agenda Category:	Purchasing Department	**Purchasing only:**	Health & Human Services Dept.

Information

CAPTION

Acceptance and approval of the Interlocal Cooperation Agreements between the Texas A&M University through its Texas Engineering Extension Services (referred as TEEX) and County of Hidalgo, Texas.

BACKGROUND

County shall provide a firm fixed fee of $8,833.00 to TEEX for the on-site training described herein upon thirty day of receipt of Invoice or purchase order by County from TEEX.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1293-441-00-340-040-9-320

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

BUDGETARY IMPACT:

Interlocal (County) expenses to be paid from Grant funds.
Available acct. balance as of 8-21-09 $35,833.00.

Attachments

Link: Interlocal

Link: Exhibit A

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/20/2009 04:42 PM	APRV
2	Budget & Management	Erika Zamora	08/21/2009 08:36 AM	APRV
3	Manuel Chapa	Manuel Chapa	08/21/2009 04:10 PM	APRV
4	Auditor's Office		08/21/2009 05:31 PM	NEW

Form Started By: Rocio Villarreal Started On: 08/19/2009 04:41 PM

Final Approval Date: 08/21/2009

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT
BETWEEN TEXAS A&M UNIVERSITY
AND HIDALGO COUNTY, TEXAS

THIS Agreement is made on this the _____ day of _____ 2009, by and between the **TEXAS A&M UNIVERSITY** by and through its Texas Engineering Extension Service, hereinafter referred to as "TEEX" and the **COUNTY OF HIDALGO, TEXAS**, by and through its Department of Health and Human Services, hereinafter referred to as the "County", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, County is a county in the State of Texas;

WHEREAS, TEEX, through its Emergency Services Training Institute ("ESTI"), has the expertise to train local health and safety personnel in the areas of incident management training which provides a strong emphasis on incident action planning and resource management;

WHEREAS, the County desires to provide training for personnel, including emergency response managers, first-line supervisors and administrators who will function as incident commanders and emergency management coordinators in cases of emergencies involving terrorism, natural disasters and other potential public calamities.

WHEREAS, County and TEEX desire to enter into this Agreement in an effort to provide necessary training as stated herein in the most practicable and efficient manner possible;

WHEREAS, the County has adequate facilities in which to host the specialized training described herein;

WHEREAS, TEEX 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, TEEX and County, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. TEEX shall provide on-site delivery of Incident Management/Unified Command for Terrorism/CBRNE Incidents ("MGT 313" Course") for a minimum of 32

County participants and one (1) on-site delivery of the FEMA/NFA/NWCG/USDA "ICS-400" Advanced ICS for Command and General Staff, Complex Incidents and MACS" course ("ICS 400 Course") for up to 40 participants as more particularly described **Exhibit "A",** Statement of Work, attached hereto and incorporated herein for all purposes.

2. County shall provide a minimum of 32 and a maximum of 40 participants for MGT 313 Course and no more than 40 participants for the ICS 400 Course.

3. County shall further provide a suitable classroom facility in which TEEX will provide the on-site training.

4. The actual start and end dates for this training will be mutually agreed upon at least thirty (30) days prior to the start of the training.

5. County shall provide a firm fixed fee of Eight Thousand Eight Hundred and Thirty Three Dollars ($8,833.00) to TEEX for the on-site training described herein upon thirty day of receipt of invoice or purchase order by County from TEEX.

6. The costs described in paragraph 5 above include all costs as outlined in the Statement of Work attached hereto as Exhibit "A".

7. Prior to commencement of any on-site training, TEEX shall provide County with proof of insurance coverage as may be required by County in amounts acceptable to County.

8. **Termination**. Either party may terminate this Agreement upon thirty (30) days written notice to the non-terminating party for any reason or no reason at all.

9. **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.

10. **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.

11. **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 TEEX and County, 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. **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 TEEX:	Mr. Steve Irey Training Manager, Incident Management Programs 301 Tarrow Street College Station, Texas 78480
If to County:	County of Hidalgo Attention: County Judge P.O. Box 758 Edinburg, TX 78540-0758

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.

14. **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.

15. **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.

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

17. **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.

18. **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.

19. **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.

20. **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.

21. **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.

22. **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.

TEXAS A&M UNIVERSITY

_____

Its:_____

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

June 23, 2009

TRAINING PROPOSAL

The Texas Engineering Extension Service/Emergency Services Training Institute (TEEX/ESTI) will provide "on-site" Incident Management / Unified Command for Terrorism / CBRNE Incidents, (MGT 313), and Advanced ICS (ICS-400) Incident Command System (ICS) training for the Hidalgo County Department of Public Health.

TRAINING OVERVIEW

Incident Management/Unified Command for Terrorism and CBRNE Incidents (DHS Course: MGT-313)

Incident Management / Unified Command for Terrorism / CBRNE Incidents, (MGT 313), is an intermediate (ICS 300-level) planning and management course, delivered in 24-hours over a three (3) day period. The course provides a strong emphasis on incident action planning and resource management that is intended to assist your jurisdiction in developing a multi-discipline, all-hazards team approach to respond to and manage large-scale and expanding incidents, including those caused by CBRNE and terrorism. To reinforce this multi-discipline team approach, jurisdictions should send a balanced combination of personnel from local agencies including, at the minimum, representatives from: fire services, law enforcement, emergency medical services / hospital, public health, public works, and emergency management organizations. Additionally, jurisdictions are strongly encouraged to send representatives from local hazardous materials response, rescue, emergency communications organizations, and other governmental and quasi governmental agencies and organizations such as school systems and the National Guard. Personnel from other city, county, state, non-governmental, private industry and federal emergency response agencies that are located within, or support, the jurisdiction may also attend the course.

Participants should come from "middle management"; i.e. emergency response managers, first-line supervisors, and administrators who will function as incident commanders, ICS/ Unified Command staff members, emergency management coordinators, or emergency operations center (EOC) staff members, or supervise those who do.

The course is designed for a minimum of 32 and a maximum of 40 course participants per class. The course incorporates classroom presentations with practical applications. The course culminates with a 3½ - hour, tabletop exercise that uses the features of the area where the course is delivered. Additionally, the FEMA/NFA ICS-300 examination is administered as part of the course.

TEXAS ENGINEERING EXTENSION SERVICE A MEMBER OF THE TEXAS A&M UNIVERSITY SYSTEM
301 Tarrow, College Station, TX 77840-7896 · 979-845-7641 · fax: 979-847-9304 · www.teex.com

The course includes twelve (12) distinct modules incorporating lecture, discussion, and group exercises. Included in each module are activities and exercises that are designed to allow participants to apply the information covered during the module. A concluding tabletop exercise is the final module of the course and allows participants to apply the materials covered during the course.

Module 1: Recent Trends in Terrorism

Discuss the impact of recent trends in terrorism in relation to the threat, risk, and vulnerability of their community to terrorist attack.

Module 2: ICS Fundamentals Review

Demonstrate the ability to apply fundamental Incident Command System (ICS) concepts from ICS-100 and ICS-200 to actual incidents by implementing the National Incident Management System (NIMS) incident command and management functions.

Module 3: Introduction to Planning and Preparedness

Recognize the need for pre-incident/event planning

Module 4: Unified Command, Initial Response Planning, and Transfer of Command

Describe Unified Command features and advantages, conduct initial response planning, complete an Incident Command System (ICS) Form 201, and conduct a transfer of command briefing.

Module 5: Resource Management

Apply resource management principles in support of an expanding incident.

Module 6: Incident Action Planning for Expanding Incidents

Apply the incident preparedness and planning processes to develop and incident action plan (IAP).

Module 7: The Planning Meeting

Conduct an effective planning meeting.

Module 8: Completing the Operational Period Planning Period

Finalize the incident action plan, and develop and conduct an operations briefing.

Module 9: Demobilization, Close Out, and After Action Reporting

Be familiar with the process for incident demobilization and close out.

Module 10: Integrating External Resources

Describe the process for identifying, requesting, and integrating external resources in an expanding incident.

Module 11: Incident Command System (ICS) – 300 Evaluation

Demonstrate knowledge of the ICS-300 course content.

Module 12: Tabletop Exercise (3.5 hours)

Apply incident management, planning, and sound resource management techniques within a multi-agency, multi-discipline response scenario.

Prerequisites:

- All course participants must work in a supervisory or managerial capacity in one of the following public/private sector disciplines/services: Law Enforcement, Fire Service, Emergency Medical Services, Hospitals, Emergency Management, Hazardous Materials response (HazMat); Public Works, Public Health, and/or other emergency management response, support, volunteer personnel at all levels and have completed a WMD (CBRNE) / terrorism incident awareness course.

- In order to be prepared for this intermediate-level (ICS-300) course, and as required in order to fulfill the U.S. DHS NIMS/ICS training requirements, all attendees should have completed all required NIMS/ICS training; i.e., IS-700: *Introduction to NIMS*; IS-100: *Introduction to the Incident Command System (ICS),* or equivalent training and, IS-200: *Basic ICS,* or equivalent training, prior to attending this training.

A Companion Course is required for course completion

- The course utilizes a blended learning method. Therefore, in addition to completing the "face to face" or classroom portion of the course delivery, an on-line companion course is required for course completion and the certificate. Those course attendees who have not completed the companion course will be allowed to attend the course but, they will not be issued a certificate of course completion until they have successfully completed one of the required prerequisites

    - The preferred companion course is TEEX on-line course; WMD-006a/MGT-100; "Incident Management / Unified Command Concepts", found at http://teexwmdcampus.com . The "concepts" course contains materials on terrorism, weapons of mass destruction (WMD), and NIMS/ICS subjects that are essential for a complete understanding of the materials presented during the IM/UC course and are no longer covered in the classroom portion of the IM/UC course.

    - In lieu of the on-line, WMD-006a/MGT 100, course, completion of AWR-160, the "*WMD Awareness-Level Training Course*", a six-hour training program that provides emergency responders with awareness-level instruction on recognition, avoidance, isolation, and notification techniques in a weapons of mass destruction (WMD) environment, will be accepted as fulfilling this requirement. We will also consider other, similar, awareness-level terrorism and WMD courses on a "case by case" basis.

Educational Credits (CEU): 3.2 CEUs from the U.S. Department of Homeland Security. TEEX is authorized by the International Association of Continuing Education and Training (IACET).

EXHIBIT A

NIMS / ICS Training Equivalency / Compliance: Per DHS/FEMA (NIMS Integration Center) e-mail of Nov 17, 2006:

> ***"The DHS Office of Grants and Training (G&T), in conjunction with the DHS NIMS Integration Center (NIC), have jointly reviewed the Incident Management / Unified Command for Terrorism and CBRNE Incidents (MGT-313) course and have determined that the course meets all criteria for fulfilling the ICS-300 training requirement as published in the current NIMS Training Requirements.***
>
> ***Accordingly, the IM/UC (MGT-313) course is deemed to be both ICS-300 compliant and equivalent training."***
>
> ***Signed:***
> ***Albert H Fluman, Acting Director***
> ***NIMS Integration Center***
> ***FEMA/DHS***

Advanced (ICS-400) Incident Command System (ICS) Training

The FEMA / NFA / NWCG / USDA "ICS-400: Advanced ICS for Command and General Staff, Complex Incidents and MACS Course, is a 12-hour (1½-day) Advanced-level Incident Command System (ICS-400) course. The target audience for this course includes senior personnel from all response agencies who are expected to perform in a management capacity at a major (Type 3 and above) incident or event. This includes individuals who may serve as Incident Commander (or as members of a Unified Command), or the Command or General Staff, Area Command, or multi-agency coordination entity/Emergency Operations Center (EOC) management, who have all received NIMS/ICS training up to, and including, the Intermediate (ICS-300) level, previously.

The course is designed for up to approximately 40 students per class and utilizes scenarios and application exercises to highlight key issues and facilitate discussion.

The course objectives are as follows:
- Explain how major incidents pose special management challenges.
- Describe the circumstances in which an Area Command is established.
- Describe the circumstances in which multi-agency coordination systems are established.

The training is comprised of the following lessons:
- Unit 1: Course Overview
- Unit 2: Fundamentals Review for Command and General Staff
- Unit 3: Major and/or Complex Incident/Event Management
- Unit 4: Area Command
- Unit 5: Multiagency Coordination

Prerequisite: Successful completion of Intermediate-level Incident Command System (ICS-300), or equivalent, training.

STATEMENT of WORK

TEEX / ESTI will provide:

- One, "on-site" delivery of the Incident Management / Unified Command for Terrorism / CBRNE Incidents, (MGT 313) for a minimum of ***32*** participants, and one, "on-site" delivery of the FEMA / NFA / NWCG / USDA "ICS-400: Advanced ICS for Command and General Staff, Complex Incidents and MACS" Course for up to ***40*** participants.
- Two DHS / TEEX / ESTI - certified MGT 313 and ICS -400 instructors.
- All required course manuals, materials, and examinations for each attendee.
- Texas Engineering Extension Service (TEEX) / Texas A&M University System certificate of completion for each person successfully completing the training. Course certificates will state that individuals have completed the: "*Incident Management / Unified Command for Terrorism / CBRNE Incidents, (MGT 313 course*". The certificates will also state that the course is "ICS-300 equivalent and compliant" (fulfills the ICS-300 training requirement) and provides 3.2 CEUs; "*ICS-400: Advanced ICS for Command and General Staff, Complex Incidents and MACS*" Course which fully meets the U.S. DHS ICS 400 training requirements.
- All required computers and audio / visual equipment, less a projection screen, for the course

The Hidalgo County, TX Public Health Department will provide:

- A minimum of **32** and a maximum of 40 course participants per the MGT 313 class and Up to, 40 attendees per ICS 400 course.
- A suitable classroom facility; i.e., one having tables and chairs; a projection screen and, 4 easels or flip charts

SCHEDULING: The actual start and end dates for this training will be mutually agreed upon at least 30 days prior to the start of the training. For the purposes of planning the MGT-313 course is scheduled for October 6-8, 2009 and the ICS 400 course is scheduled for October 20 and 21.

COSTS: The "all-inclusive / fixed fee" to provide the above training is: $ 8,833.00

Note: The above "firm / fixed" fee includes:

- Salaries, wages, and required benefits for the TEEX / U.S. Department of Homeland Security-certified ICS instructors who will deliver the training on-site in Hidalgo County, TX.
- Coach-class, non-refundable, roundtrip airline travel, at the State of Texas-negotiated rate, for TEEX instructors' travel from College Station, Texas to Hidalgo County, TX and return.
- Per diem and lodging costs, for the TEEX instructors who will deliver the training in Hidalgo County, TX calculated at the State of Texas per diem and lodging rate for the entire period of the training.
- Rental vehicle, at the State of Texas-negotiated rate, and fuel for the entire period of the training.

- Consumables / course supplies for the training
- Printing and transporting of all course manuals and materials.
- Producing and mailing course completion certificates from TEEX / The Texas A&M University System for all personnel attending the training.
- Agency (TEEX, ESTI) required fees

Payment options include: purchase order, credit card, or certified check.

ESTI POC & Authorized Representatives:

Steve Irey
Training Manager, Incident Management Programs
PH: (979) 862-6586; FAX: 979-458-3453
Steven.Irey@teexmail.tamu.edu

301 Tarrow Street
College Station, TX 77840

AI-17009 **23.F.3.**

Award of Bid - Purchase of One (1) Personal Hygiene Trailer - Health and Human Services Department

CC REGULAR

Date:	08/25/2009		
Submitted By:	Eric Trevino, PURCHASING DEPT.		
Submitted For:	Marty Salazar		
Department:	PURCHASING DEPT.		
Agenda Category:	Purchasing Department	**Purchasing only:**	Health & Human Services Dept.

Information

CAPTION

Recommending award of bid to bidder meeting all specifications and/or requirements as attached hereto for: Hidalgo County Health and Human Services Department-"One (1) Personal Hygiene Trailer" Bid No. 2009-308-08-19-ERT.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1293-441-00-340-041-9-748

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

BUDGETARY IMPACT:

Available funding as of 8-20-09 $25,300.00.

FISCAL YEAR: 2009 **ACCT. #:** 9-1293-441-00-340-005-0-748

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

BUDGETARY IMPACT:

Available funding as of 8-20-09 $13,871.00. $4,679.00 to be used from this acct.

Attachments

Link: Memo- Participation Log- Tab sheet

Link: backup

Link: quote

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/19/2009 05:01 PM	APRV
2	Budget & Management	Erika Zamora	08/20/2009 08:08 AM	APRV
3	Manuel Chapa	Manuel Chapa	08/21/2009 09:35 AM	APRV
4	Auditor's Office	Linda Fong	08/21/2009 05:07 PM	APRV

5	Dina Trevino	08/21/2009 05:31 PM	NEW
Form Started By: Eric Trevino		Started On: 08/18/2009 09:42 AM	
Final Approval Date: 08/21/2009			

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: **ALL DEPARTMENT HEADS**

FROM: Eric Trevino, Buyer
Hidalgo County Health and Human Services Department

DATE: August 19, 2009

RE: **BID AWARD RECOMMENDATION REQUEST**
Bid No. 2009-308-08-19-ERT
HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT – "ONE (1) PERSONAL HYGIENE TRAILER".

Attached you will find copies of the bids responses received for the above referenced project. Please review and reply with your recommendation. We need to present your recommendation on the next Commissioner's Court Meeting, therefore, we would like to have your response on or before the following deadline.

Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Dept. **via fax to (956)-318-2629 or (956) 292-7612 by no later than Thursday, August 20, 2009 at 4:00 P.M. in order to place this item on the agenda for next Commissioners Court Meeting, Tuesday, August 25, 2009.**

If you should have any questions or need additional information please contact me at (956) 318-2626 ext.4882

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
1.) Comforts of Home	Meets all Specs (28 of 28)
2.)	
3.)	
Budget account # -	9-1293-441.00-340-041-9-748 ($25,300.00) 9-1293-441.00-340-005-0-748 ($4,679.00)

Eduardo Olivarez

Authorized Signature | Printed Name | Department | Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS

IBF-RFP-RFQ-RFI

BID OPENING DATE: August 19, 2009 **BID OPENING TIME:** 9:30 A.M.

DEPARTMENT/BID DESCRIPTION: HIDALGO COUNTY HEALTH AND HUMAN SERVICES- "ONE (1) PERSONAL HYGIENE TRAILER".

BID NO.: 2009-308-08-19-ERT

NAME OF VENDOR COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF	DATE	MAILING ADDRESS, PHONE No & E-MAIL ADDRESS
Toilets.com, Inc Attn: Gary Kaiser	EMR	ERT	08/05/09	(800) 521-6310 office (586) 731-0670 fax gary@toilets.com
Ameri-Can Engineering Attn: Mandy and David CEO	EMR	ERT	08/05/09	15886 Michigan Road Argos, Indiana 46501 (574) 892-5151 office info@ameri-can.com david@ameri-can.com
Wells Cargo COG Attn: Brian	EMR	ERT	08/05/09	P.O. Box 310 75 Country Road 3303 DeKalb, Texas 75559 (903) 667-0264 office (903) 667-2515 fax brian@wellscargocog.com
Comforts of Home Services, Inc Attn: John Kent	EMR	ERT	08/05/09	1551 Aucutt Road Montgomery, IL 60538 (847) 856-8002 office (847) 574-7600 fax jkent@cohsi.com
Royal Restrooms Attn: Marla	EMR	ERT	08/05/09	29834 N. Cave Creek Road Suite 118-PMB 302 Cave Creek, AZ 85331 (800) 969-7434 office marla@royalrestrooms.com
Rhino Contractors, LTD Attn: Lee Russell	EMR	ERT	08/05/09	26163 Altas Palmas Harlingen, TX 78552 (956) 364-1737 office (956) 412-6240 Fax (956) 535-3882 cell rhino@rgv.rr.com
AMS Global Inc. Dba ALPHA Mobile Solutions	---	ERT	---	249 Dove Hollow Dr Whitewright, TX 75491 (877) 789-1213 office (903) 364-2313 fax gene@alphamobilesolutions.com

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL REQUEST (EMR)

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET (COMPARISON)

DEPARTMENT NAME: Hidalgo County Health and Human Services Department		
BID OPENING DATE: August 19, 2009		**BID OPENING TIME: 9:30 A.M.**
DESCRIPTION OF BID: "Purchase of One (1) Personal Hygiene Trailer		
BID NO: 2009-308-08-19-ERT		**BUYER: Eric Trevino**
	NAME OF COMPANY	**FORMAL BID**
#1	AMS Global Inc. Dba Alpha Mobile Solutions 249 Dove Hollow Dr. Whitewright, TX 75491	$21,395.00 Did Not meet all specifications
#2	Wells Cargo COG 75 County Road 3303 Dekalb, TX 75559	$25,300.00 Did Not meet all specifications
#3	Comforts of Home Services, Inc 1551 Aucutt Rd Montgomery, IL 60538	**$29,979.00** **Only Vendor to meet all Specifications**

HIDALGO COUNTY HEALTH AND HUMAN SERVICES
"ONE (1) PERSONAL HYGIENE TRAILER"
BID NO. 09-308-08-19 ERT

TABULATION SHEET (line item confirmation)

No.	SPECIFICATIONS	Comforts of Home Services, Inc		Wells Cargo COG		AMS Global Inc. Dba. Alpha Mobile Solutions	
		Yes, I meet Specifications	No, I do not meet specifications	Yes, I meet Specifications	No, I do not meet specifications	Yes, I meet Specifications	No, I do not meet specifications
1	Towable tongue trailer with a body size 8' x 14' and DOT Safety requirements	Yes			No		No
2	Dual axle with spare tire	Yes			No		No
3	Electric brakes	Yes		Yes		Yes	
4	Two toilet/shower/sink rooms	Yes		Yes		Yes	
5	12 volt electrical system	Yes		Yes		Yes	
6	Central AC unit	Yes		Yes		Yes	
7	DOT Exterior Lighting	Yes		Yes		Yes	
8	Water resistant plywood throughout	Yes		Yes		Yes	
9	Propane on demand water heater	Yes		Yes		Yes	
10	Pressurized water system	Yes		Yes		Yes	

11	250 gallon or greater fresh water tank	**Yes**			**No**		**No**
12	500 gallon or greater gray water tank	**Yes**			**No**		**No**
13	200 gallon or greater black water tank	**Yes**			**No**	**Yes**	
14	Water level monitoring system for all tanks	**Yes**		**Yes**		**Yes**	
15	City sewer hookup	**Yes**		**Yes**		**Yes**	
16	City water hookup	**Yes**		**Yes**		**Yes**	
17	Low flow shower heads (2.5 gal/minute)	**Yes**		**Yes**		**Yes**	
18	Integrated door stairs/steps with handrails	**Yes**		**Yes**		**Yes**	
19	Lockable doors	**Yes**		**Yes**		**Yes**	
20	Odor traps on all plumbing	**Yes**		**Yes**		**Yes**	
21	Load Levelers	**Yes**		**Yes**		**Yes**	
22	Safety glass mirrors	**Yes**		**Yes**		**Yes**	

23	Soap dispensers	**Yes**		**Yes**		**Yes**	
24	Natural lighting/skylights	**Yes**			**No**		**No**
25	Paper towel dispenser	**Yes**		**Yes**		**Yes**	
26	Toilet paper dispenser	**Yes**		**Yes**		**Yes**	
27	7 foot inside height minimum	**Yes**		**Yes**		**Yes**	
28	One (1) restroom for men and one (1) restroom for women and each will include one shower, toilet and sink.	**Yes**		**Yes**		**Yes**	

Comforts of Home Services Inc.
Luxury Trailer Sales
1551 Aucutt Rd
Montgomery, IL 60538
Phone: 847-856-8002 (24/7), Direct: 630-906-8002, Fax: 847-574-7600

Quotation

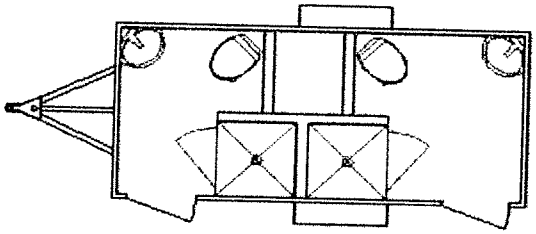
08/14/09
Quote is good for 30 days
Unless stated otherwise

Customer (Buyer)

Name: Hidalgo County TX Health Dept
Address:
City: State: Zip:
Phone: Fax:
Cell: Email:
Other:

Ship To:
Name: Undetermined No shipping cost calculated
Address:
City: State:
Contact:
Phone:

Qty	Description	$ (ea)	Total
1	2 Station Combo Trailer 14' Dual axle	$23,500	$23,500



See the next page for Standard and Optional Items

A/C, Heat, Steps and Hands Free Faucets are always standard and can be removed for a savings.

1	Options listed on next page	$3,914	$3,914
1425	Delivery Miles Charge	$1.80	$2,565
		Sub Total:	**$29,979**
		~~**50% Due upon order**~~	~~**$14,990**~~
		~~**50% Due Upon Completion**~~	~~**$14,990**~~

Estimated Delivery Date*:

*Delivery Date is only an estimate made at the time of quote, and is not guaranteed.

Notes:
7' min inside height

Agreements:

*Standard Terms are 50% payment to start an order, remaining due before delivery. PO's are acceptable from most government agencies and large corporations.
*Buyer Must Agree to Comforts of Home's Terms and Conditions sheet. Please let us know if a copy wasn't included with this quote.
*Any Payment by the Customer indicates the Customer agrees to our Terms and Conditions whether its signed or not.
*Items are the sole property of Comforts of Home Services Inc until full payment is made and must be turned over if payment isn't made within 90 days of delivery.

I the undersigned would like to purchase the items above in agreement with Comforts of Home's Terms and Conditions (Terms and Condition page must also be signed):

Signature: _____ Date: _____

Print Name: _____

Standard Items

- A/C and Heat Strips
- Heavy Duty Fold-up Steps
- Timed Faucets
- Vinyl Sheet Flooring
- FRP Wall Panels
- Poly Insulation
- On-Demand Hot water Heater
- One Piece Aluminum Seemless Roof
- Solid 2x4 and Plywood Interior Construction
- Patented Frame with Dust-Proof Sidewall Design
- Dexter (ITS) Independent Torsion Suspension Axles
- Battery Powered Trailer Runaway Protection
- Premium Semi-Trailer Quality Exterior Lighting
- Powered Vents above showers
- E-Z Lube Hubs
- Automatic Backup Alarm
- Electric Breaks
- 2- 5/16" Trailer Receiver
- Chip Resistant Undercoating
- Aluminum Skin
- Waste Tank Sight Gauge

Optional Items (some items may increase lead time)

Qty	Part	$/ea	Total $
	Color: ☑ White ☐ Black ☐ Other_		
2	Skylights 22x22x6	$275	$550
	Smooth Exterior Skin, fastenerless exterior, no exterior screws (per trailer foot)	$35	$0
	6 Lug Aluminum Wheels, upgrade from white painted steel (each)	$175	$0
	Detachable Hitch w/Front 5K Jack (Only available on wide bodies)	$400	$0
	Increase Trailer Length by 24"	$1,100	$0
	Maxxair Vent Cover, keeps rain out when vent is open (each)	$55	$0
	26' Aluminum sectional ramp with 5' platform & railing (for wheel Chair access)	$5,200	$0
	Handicap Accessible Lift	$5,500	$0
	Exterior Light	$185	$0
1	Spare tire mounted to tongue of trailer	$350	$350
	Skirt (per foot of skirt) a 24' trailer requires 60' to wrap all but tongue	$9.5	$0
	Elite Awning (8' deep) Example (12'=$788, 24'=$1,076)		$0
1	Utility room where applicable (for heater, electrical,storage,fresh water tank)	$550	$550
	Interior Upgrade to two toned laminate walls from FRP panels (per trailer foot)	$60	$0
	Interior Upgrade to laminate walls with wainscoting from FRP panels (per trailer foot)	$95	$0
	Upgrade to 6 panel oak doors from metal partition doors (per door) includes oak trim	$300	$0
	Upgrade to solid oak trim on basic interior package from oaktone trim (solid wood with baked finish) per trailer foot	$15	$0
	Upcharge to a custom stain color (per foot)	$25	$0
	Wood Floors (solid wood, weather resistant) (per foot)	$98	$0
	Washdown package (aluminum interior trim caulked along bottom so walls can be scrubbed) per trailer foot	$25	$0
	Upgraded floor to rubberized spray-in floor liner from vinyl floor (per trailer foot)	$70	$0
	Upgrade shower to have glass swing door instead of curtain	$235	$0
1	Pressure Tank and Pump	$550	$550
	130 gallon onboard fresh water tank (requires utility room)	$325	$0
1	250 gallon onboard fresh water tank (requires extra room for wide tank)	$770	$770
	Pillow tanks for fresh and waste water (many sizes available, example 1,000 gallon is $1,350)	$1,350	$0
	Dual 20 pound Propane Tanks on Tongue (optional 30-100# tanks)	$350	$0
	Baseboard heaters for additional heating in sub freezing conditions (each)	$210	$0
	Heat trace below waste tank and on necessary supply plumbing	$850	$0
	PEX water lines used in the walls and under the floor (helps reduce breakage due to freezing) per trailer foot	$20	$0
	Toilet upgrade from Traveler Light to Traveler, (Solid Seat and base) (per Toilet)	$96	$0
	Toilet upgrade from Traveler Light to Concerto (requires built in tank or raised floor)(per Toilet)	$320	$0
	Toilet upgrade from Traveler Light to Concerto push botton flush (per Toilet)	$380	$0
	Add urinal (if room and layout allows)	$450	$0
	Upgrade to double sink with 1 piece seamless marble looking top (where available)	$475	$0
	Upgraded double sink with cabinet (only for trailers with double sinks)	$625	$0
	Upgraded double sink to two toned solid surface countertop with cabinet	$775	$0
2	Double Roll Toilet Paper Dispenser	$22	$44
	Double Roll Toilet Paper Dispenser with Shelf	$60	$0
	Enmotion hands free paper towel dispenser	$90	$0
2	Stainless Steel C-Fold Lockable Paper Towel Dispenser	$60	$120
2	Foaming Soap Dispensers	$40	$80
	Hands Fee Soap Dispensers	$180	$0
	Automatic Fragrance Dispensers, fully programmable for strength, times, warnings	$80	$0
	Stainless Steel Garbage Cans (each)	$90	$0
	Stainless Steel Sanitary Napkin Disposal (each)	$50	$0
	Stainless Steel Shelf (each)	$60	$0
1	12v DC Converter Charger	$600	$600
1	Tank Monitoring System	$300	$300
		$120	$0
			$3,914

I approve the options listed above.

Signature: _____ Date: _____

AI-17007 **23.F.4**

Scoring Grid - Syndromic Surveillance System Project, Region 11
CC REGULAR

Date:	08/25/2009
Submitted By:	Yolanda Velasquez, PURCHASING DEPT.
Department:	PURCHASING DEPT.

Agenda Category: Purchasing Department **Purchasing only:** Health & Human Services Dept.

Information

CAPTION

a. Presentation of scoring grid for proposal response(s) received (for the purpose of ranking and award by Commissioners Court) for RFP No. 2009-341-08-21-YZV-"Syndromic Surveillance System Project, Region 11"-Hidalgo County's Department of Health & Human Services;

b. Due to grant time constraints, approval to utilize and issue a Purchase Order, as opposed to a contract with the awarded vendor _____(#1 Ranked) for RFP No. 2009-341-08-21-YZV for syndromic surveillance system-Hidalgo County Health Department and thus meet the grant deadline of August 31, 2009.

BACKGROUND

Pursuant to Grant Contract No. 2009-031325 (Phase II) "All approved equipment must be purchase on or before 8/31/2009"

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1293-441-00-340-041-9-336

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

BUDGETARY IMPACT:

Amount available for requisition# 156809 as of 8-20-09 is $150,000.00.

Attachments

Link: Phase II Grant Contract

Link: Draft-Contract

Link: Exhibit A-Specs/Requirements

Link: Discretionary Contract-Purchase Definition

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/20/2009 11:00 AM	APRV
2	Budget & Management	Erika Zamora	08/20/2009 11:19 AM	APRV

3	Manuel Chapa	Manuel Chapa	08/20/2009 03:12 PM	APRV
4	Auditor's Office	Linda Fong	08/21/2009 05:03 PM	APRV
5	Dina Trevino		08/21/2009 05:31 PM	NEW

Form Started By: Yolanda Velasquez Started On: 08/17/2009 04:25 PM

Final Approval Date: 08/21/2009

Phase II

DEPARTMENT OF STATE HEALTH SERVICES

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

1. **Purpose of the Contract.** DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations as described in the Program Attachments.

2. **Total Amount of the Contract and Payment Method(s).** The total amount of this Contract is $308,291.00, and the payment method(s) shall be as specified in the Program Attachments.

3. **Funding Obligation.** This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.

4. **Term of the Contract.** This Contract begins on **06/01/2009** and ends on **11/30/2009.** DSHS has the option, in its sole discretion, to renew the Contract as provided in each Program Attachment. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.

5. **Authority.** DSHS enters into this Contract under the authority of Health and Safety Code, Chapter 1001.

6. **Documents Forming Contract.** The Contract consists of the following:

   a. Core Contract (this document)
   b. Program Attachments:

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

   c. General Provisions (Sub-recipient)
   d. Solicitation Document(s), and
   e. Contractor's response(s) to the Solicitation Document(s).
   f. Exhibits

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

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

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

Name: HIDALGO COUNTY
Address: HIDALGO COUNTY TREASURER 2810 S BUSINESS 281
EDINBURG, TX 78539-6243
Vendor Identification Number: 17460007176060

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

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

DEPARTMENT OF STATE HEALTH SERVICES

By: _____
Signature of Authorized Official

6/24/09
Date

Bob Burnette, C.P.M., CTPM

Director, Client Services Contracting Unit

1100 WEST 49TH STREET
AUSTIN, TEXAS 78756

(512) 458-7470

Bob.Burnette@dshs.state.tx.us

HIDALGO COUNTY HEALTH DEPARTMENT

By: _____
Signature

6/2/09
Date

Juan D. Salinas, III, County Judge
Printed Name and Title

1304 S. 25th
Address

Edinburg, TX 78541
City, State, Zip

(956) 383-6221
Telephone Number

E-mail Address for Official Correspondence

DOCUMENT NO. 2009-031325-
PROGRAM ATTACHMENT NO. 001
PURCHASE ORDER NO. **0000351363**

CONTRACTOR: HIDALGO COUNTY HEALTH DEPARTMENT

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

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

SECTION I. STATEMENT OF WORK:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION II. PERFORMANCE MEASURES:

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

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

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

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

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

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

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

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

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

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

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

j) USB Port
k) Full magnesium alloy case with handle
l) Sealed all-weather design
m) Rain-, spill-, dust-, and vibration-resistant
n) 3-year limited warranty on-site service

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

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

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

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

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

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

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

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

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

SECTION III. SOLICITATION DOCUMENT:

N/A

SECTION IV. RENEWALS:

None.

SECTION V. PAYMENT METHOD:

Cost Reimbursement

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

SECTION VI. BILLING INSTRUCTIONS:

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

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

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

SECTION VII. BUDGET:

Cost Reimbursement

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

SOURCE OF FUNDS: *CFDA #* 93.283

SECTION VIII. SPECIAL PROVISIONS:

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

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

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

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

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

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

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

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

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-09-00-00

THIS CONTRACT is made and entered into this ____ day of _____, **2009** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and _____ ("Corporation").

WHEREAS, Company responded to advertised notices for proposals for "**Syndromic Surveillance System"** for **Hidalgo County** (the "Services"); and

WHEREAS, Company submitted a proposal to provide services in accordance with the specifications as proposed, and a copy of Request for Proposal (RFP) Procurement Packet being attached hereto as Exhibits "A" (the "RFP") and Exhibit "B" respectively, and incorporated herein for all purposes (the "Proposal Page"); 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 proposal to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to Hidalgo County. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

DRAFT

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within Hidalgo County following a request for Services by the Elected Official or Department Head or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning **_____, 2009** and ending on **____, 20____** and may be extended at the sole discretion of County for an additional one (1) year, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. Hidalgo County reserves the right to continue this proposal for an additional sixty (60) day grace period at the end of the contract term for unforseen delay in award of new proposal for next contract term, under the same rates, terms and conditions.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

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6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and

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shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539

If to Company: _____

_____

_____

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

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

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.

Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the

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obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

WITNESS our hands in duplicate originals this ____ day of _____, 2009.

COUNTY OF HIDALGO

By:_____
Juan D. Salinas, III, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

COMPANY:

By:_____

Printed Name:_____

Title:_____

Date:_____

Approved on Commissioners Court:_____

APPROVED AS TO FORM:

By:_____ Date:_____

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EXHIBIT “A”
SPECIFICATIONS/REQUIREMENTS

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EXHIBIT "B"
PROPOSAL

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EXHIBIT "C"
INSURANCE REQUIREMENTS

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EXHIBIT “D”
CONFLICT OF INTEREST

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EXHIBIT “E”
PROPOSER’S AFFIDAVIT

PROPOSALDER/VENDOR APPLICATION

DRAFT

W-9 FORM

DRAFT

DEBARMENT FORM

DRAFT

EXHIBIT "A"
HIDALGO COUNTY HEALTH DEPARTMENT
"Syndromic Surveillance System Project, Region 11"
RFP Nº 2009-341-08-21-YZV

OVERVIEW

Hidalgo County Health Department is seeking proposals for a Turnkey "Syndromic Surveillance System to Connect to 25 Hospitals in Region 11" from a qualified vendor. The Hidalgo County Purchasing Department will receive sealed envelopes containing proposals for the provision of "Syndromic Surveillance System to Connect to 25 Hospitals in Region 11" as specified herein. Sealed proposals will be accepted until 9:30 a.m. on Friday, August 21, 2009. **ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:

RFP No.: 2009-341-08-21-YZV
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
New Administration Building
2802 So. Business Hwy 281
Edinburg, Texas 78539

The Submittal Envelope Must Show:

RFP NO.: 2009-341-08-21-YZV
"Syndromic Surveillance System Project, Region 11"

SECTION I - GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that sealed proposals be routed to Martha L. Salazar, CPPB, Purchasing Agent, at 2802 So. Business Hwy 281, New Administration Building, Edinburg, Texas 78539. All inquiries must be directed to Hidalgo County Purchasing Agent, Martha L. Salazar. Hidalgo County will asset Hidalgo County Community Supervision & Corrections Department in addressing any and all inquiries. All responses will be distributed through Hidalgo County Purchasing Department. Proposers are through the Hidalgo County Purchasing Department. **WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE BY NO LATER THAN WEDNESDAY, AUGUST 12, 2009, at 5:00** P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by **Friday, AUGUST 14 2009, AT 5:00P.M.. 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 Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage 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 locate at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

NON-COLLUSION: Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

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 (RFP) 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 proposers 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.

PROPOSAL DELIVERY: Hidalgo County requires submitters, when hand delivering proposals, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFP off.

SIGNING OF PROPOSALS: 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 Board of Judges of Hidalgo County.

Additional Information to Terms and Conditions: **All costs and expenses with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the proposer and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.**

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

SECTION II - RFP REQUIREMENTS

Request for Proposal: The required contents and limitations for the preparation of the RFP 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. A total of **one (1) original and seven (7) copies** of the RFP shall be submitted to the address on the cover letter.

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

UNDERSTANDING OF THE PROJECT:

This section should demonstrate the firms understanding of the project needs, the work required, and any local issues or concerns. Briefly explain how long you have been organized and your corporate business objectives. Explain how long you have been in business. This description should be concise, candid, and limited to 3 pages in length.

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. Information regarding the firm's credentials, education and experience with other government entities is required and will be scored accordingly during the evaluation process.

Required Certificates and Submittal: This section will contain any licenses, registrations and certifications as required by the STATE OF TEXAS and HIDALGO COUNTY that you possess that deem you as a qualified provider.

If proposer/company cannot meet any of the following services/responsibilities, such exceptions must be noted on the company's cover letter.

DURATION OF CONTRACT: The initial term of the contract shall be for a two (2) year period, , with the County's option to renew for additional one (1) year term. In addition, any renewal must be delivered to the County of Hidalgo ninety (90) days prior to renewal with same rates terms and conditions.

NUMBER OF COPIES TO BE SUBMITTED: Hidalgo County requires **one (1) original submittal and seven (7) copies**.

SECTION II A – SCOPE OF SERVICE

SCOPE OF SERVICES

The required contents and limitations for the preparation of the RFP 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. A total of **one (1) original and seven (7) copies** of the RFP shall be submitted to the address on the cover letter. If proposer/PARTICIPANT cannot meet any of the following services/responsibilities, such exceptions must be noted on the company's cover letter.

If, during the life of the contract, the successful proposer's net prices generally available for items awarded are reduced or below the contracted price, it is understood and agreed that the benefits of such reduction be extended to the County.

- Vendor will connect hospital information systems at 25 hospitals in DSHS Health Region 11 to a central hosted infrastructure for the purpose of collecting syndromic data for use in syndromic surveillance.

- Vendor will connect hospitals using Cisco IPSEC Lan-to-lan VPNs to secure data transmission.

- Vendor will accept real-time data connection from hospital using MLLP and HL7 protocols, using an open source HL7 integration engine and storing the data in a non-proprietary database schema using SQL Server 2005 or higher.

- Vendor will provide a virtualized host running CentOS 5.2 or greater suitable for hosting on VMWare Enterprise Infrastructure, which shall contain a working installation of Realtime Outbreak and Disease Surveillance (RODS) v5.02 or higher, with algorithm monitoring and alert triggering, and which shall use the database provided in (3) to run its detection algorithms and statistical analysis. The server will use Tomcat as the servlet container required for RODS.

- Vendor will provide a virtualized host group consisting of three hosts running Windows Server 2003 which shall be used to run ESSENCE IV in the following configuration: 1 database server running Windows 2000; 1 application server running IIS; 1 analysis server running the ingestion and background analysis.

- Vendor will provided a VMWare Enterprise Infrastructure environment to contain the hosts detailed in (4) and (5), consisting of at least three discrete ESX hosts. Hosts shall be connected to a fiber-channel storage array with at least 3 terabytes of storage on 15,000 rpm hard drives.

- Vendor will provide access to the Health Department over T1 connection to the web application servers detailed in (4) and (5).

- Security of the data shall be maintained using encrypted protocols and a secure storage implementation.

- All physical servers will be stored and operated from a secure network operations facility including smart card authentication.

SERVICES:

The PARTICIPANT shall, in accordance with all terms of this agreement, provide all necessary personnel, equipment, materials, supplies, facilities, and services (except as may be furnished by the department as specified in writing as part of this AGREEMENT) and do all things necessary for, or incidental to, the provision of the services listed as follows:

DAVIS BACON ACT (IF APPLICABLE):

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

SECTION III - SELECTION AND SCHEDULES

EXHIBIT "A"
HIDALGO COUNTY HEALTH DEPARTMENT
"Syndromic Surveillance System Project, Region 11"
RFP Nº 2009-341-08-21-YZV

SELECTION PROCEDURES: The RFP shall be submitted according to the schedule below. The County of Hidalgo is not required to select the proposal with the lowest rates/fees, but shall take into consideration other factors, including past experience, evidence of good organization, references, ability to provide requested services, and any other factors found necessary for quality service.

Proposal Ranking: Hidalgo County Health Department and Purchasing Department will evaluate, score and rank.

Negotiation Process: The number one ranked firm will be contacted to submit a draft contract for negotiation. If negotiations prove unsuccessful, the next highest ranked company will be contacted. The County of Hidalgo reserves the right to reject any and all RFPs.

PROPOSAL SUBMITTED TO: **An original and seven (7) copies** of RFPs should be submitted to:

Martha L. Salazar, Purchasing Agent
Hidalgo County Purchasing Department
New Administration Building;
2802 So. Business Hwy 281
Edinburg, Texas 78539

RFPs must be submitted by **no later than 9:30 a.m. on AUGUST 21, 2009**.

EVALUATION: The firms will be ranked after evaluation. RFP submittal evaluation will be based on the criteria outlined in Exhibit B.

Thanks,
Sandra
-----Original Message-----
From: "Keese, Michael" <Michael.Keese@dshs.state.tx.us>
Sent 5/29/2009 9:32:32 AM
To: "Sandra Garza" <sandra.garza@hchd.org>
Cc: eva.rubio@hchd.org
Subject: Discretionary Contract - Purchase definition

Hi Sandra,

As we discussed this morning, the contract requirement to purchase equipment by 08/31/2009 is met if you issue a Purchase Order or place your order by that date. You do not have to receive, install or configure the equipment by that date. Receipt, installation and configuration need to occur before 11/30/2009.

I hope this helps.

Thanks,

Michael Keese
Contract Management Unit
Division of Prevention and Preparedness Services
W239; MC 1990
(512) 458-7111 ext. 2244
michael.keese@dshs.state.tx.us

AI-17037 **23.G.1.**

Requesting Approval of Amendment for L & G Engineering Laboratory, LLC
CC REGULAR

Date:	08/25/2009
Submitted By:	Yvette Islas, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** CAP Pct.1

Information

CAPTION

Acceptance and approval of an “Amendment” to the current service contract, between Hidalgo County and L & G Engineering Laboratory, LLC for construction material testing services to reflect correction of items inadvertently omitted or included in original approved document. (C-CAP-08-022-09-02)

BACKGROUND

Amendment to reflect clerical errors.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact. Amendment is due to clerical errors only.

Attachments

Link: Pct. 1 Amendment

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/20/2009 11:54 AM	APRV
2	Budget & Management	Erika Zamora	08/20/2009 01:36 PM	APRV
3	Erika Zamora	Erika Zamora	08/21/2009 03:02 PM	APRV
4	Ivan Cantu	Ivan Cantu	08/21/2009 03:12 PM	APRV
5	Auditor's Office		08/21/2009 05:31 PM	NEW

Form Started By: Yvette Islas Started On: 08/19/2009 02:05 PM

Final Approval Date: 08/21/2009

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AMENDMENT TO
CONTRACT FOR SERVICES
C-CAP-08-022-09-02

This AMENDMENT to the CONTRACT between **L & G ENGINEERING LABORATORY, LLC**, (the "Laboratory") and **HIDALGO COUNTY** (the "County"), effective the **25th** day of **August,** 2009, is made between the Laboratory and the County, (the Amendment"), as follows:

WHEREAS, Laboratory and County entered into an Contract on September 02, 2008, in which the Laboratory agreed to provide professional services for construction materials testing to Hidalgo County Precinct No. 1.(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:

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

L & G ENGINEERING LABORATORY, LLC

_____

Title:_____

Approved as to Form:

ATLAS & HALL, L.L.P.

_____
By: Stephen L. Crain

AI-17026 **23.H.1.**

BCAP Pct No. 2

CC REGULAR

Date:	08/25/2009
Submitted By:	Yvette Islas, PURCHASING DEPT.
Submitted For:	Agapito Vargas
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Purchasing only: CAP Pct.2

Information

CAPTION

Acceptance and approval of Work Authorization #2 (with a proposed fee of $20,675.95) with DOS Logistics, Inc. provide engineer services to Hidalgo County Precinct No. 2 for Border Colonia Access Program Projects for Round III: El Mesquite Subdivision subject to TXDOT concurrence.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 9 **ACCT. #:** 9-1312-431-00-122-460-1-334

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

BUDGETARY IMPACT:

available balance of $20,20,675.95 as of 08/21/09.

*ref:AI-12613 CC 12/09/08. WA#1

Attachments

Link: DOS wa 2 mesquite acres

Link: ai request 17026

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/19/2009 02:02 PM	APRV
2	Budget & Management	Erika Zamora	08/19/2009 02:23 PM	APRV
3	Roland Garcia	Rolando Garcia	08/21/2009 03:25 PM	APRV
4	Auditor's Office		08/21/2009 05:31 PM	NEW

Form Started By: Yvette Islas Started On: 08/18/2009 04:44 PM

Final Approval Date: 08/21/2009

EXHIBIT "E"

HIDALGO COUNTY
Professional Engineering Services
Agreement #C-CAP-08-029B-08-25
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 professional engineering services.

A. El Mesquite Acres Subdivision

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 $20,675.95.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.__ 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 or (DATE).

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_____ 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

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 "D1" - Fee Breakdown

EXHIBIT "A"

Services to be Provided by County

The following provides an outline of the services to be provided by the Owner in the development of Project (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General

The Owner will provide to the Engineer the following:

1) Authorization to the Engineer to begin work.
2) Payment for work performed by the engineer.
3) Assistance to the Engineer, as necessary, to obtain required data and information from other local, regional, and state agencies that the Engineer cannot easily obtain.
4) Provide any available relevant data that may be on file concerning the Project.
5) Provide timely review and decisions in response to the Engineers request for information and/or submittals and deliverables.
6) Attend and participate in progress meetings as required and as coordinated and conducted by the Engineer.
7) Advertise and award, as assisted and recommendation by the Engineer, construction Agreements for the PS&E developed by the Engineer.
8) Attend pre-bid and pre-construction conferences coordinated and conducted by the Engineer.
9) Review and approve monthly and final estimates, developed by the Engineer, for payment to the Contractor. Compensation and pay the Agreements for work performed as identified in the approved monthly and final estimates.
10) Provide assistance to Engineer where necessary and possible with Owner information/resources to ensure project is completed within timely/efficient basis.
11) Provide Engineer with Geotechnical Data of existing pavement thickness.

Exhibit "B"

Services to be Provided by Engineer

The work to be furnished by the Engineer shall consist of management and engineering services for improvements in Hidalgo County Colonias approved by the State of Texas under the Third Call of Proposition Three funding. The work shall be developed in accordance with the Owner, TXDOT, and applicable design standards and in a format acceptable to the owner, and reviewing agencies.

The Engineer shall render specific management and engineering services for the devel9opment of the Project and fulfillment of this Agreement as follows:

I. PRELIMINARY PHASE – GENERAL PROJECT MANAGEMENT AND ADMINISTRATION

II. DESIGN PHASE – FINAL DESIGN AND PLANS, SPECIFICATIONS, AND ESTIMATES (PS&E) FOR COLONIA ACCESS

III. CONSTRUCTION PHASE – CONSTRUCTION MANAGEMENT & SUPPORT & INSPECTIONS

I. PRELIMINARY PHASE SERVICES

GENERAL PROJECT MANAGEMENT

Services for GENERAL PROJECT MANAGEMENT by the Engineer will include the following:

1. Project/Program Schedule. See Exhibit "C".

2. Coordination/Meetings. The Owner may require the Engineer to attend local public hearings, policy meetings and upon request attend Owner staff meetings. The Engineer shall assist the Owner, as requested, at meetings with the Texas Department of Transportation (TXDOT), or other necessary entities.

Planning & Assessment

The Engineer will provide the following:

1. Review, verify and gather data necessary to proceed with design of approved TXDOT Colonia Projects.

2. Perform interviews and each Precinct County Commissioner and staff to identify "present day" complaints, roadway and drainage histories and preliminary design information for the approved projects.

3. Obtain geotechnical data for pavement designs; determine subsurface conditions.

4. Develop pavement designs, including cost data, pavement material properties, and pavement drainage.

5. Identify preliminary alignments; develop typical sections.

6. Develop hydraulic design criteria in accordance with Hidalgo County/Local Municipal or TXDOT guidelines.

7. Verify FEMA FIRM zones and requirements.

8. Develop basic schematic layout of improvement to determine right of way requirements.

Environmental Document Preparation and Public Comment

Provide Owner assistance in gathering data necessary to complete the Environmental Review Record format established by Owner to satisfy TXDOT environmental requirements.

Right of Way Data

The Engineer shall provide utility and the right of way data for each approved individual project as follows:

Utility Coordination/Inventory

1) The Engineer will develop utility layout sheets from schematics and incorporate utility information; identify existing overhead and above ground utilities; identify all existing underground utilities; document all information on utility layout sheets; identify potential conflicts. The layout sheets will be reproducible drawings (11"x17") with the following information.

    a) Existing and/or proposed right of way lines
    b) Benchmark data
    c) Existing and proposed drainage system(s)
    d) Location and size of utility (plan/profile view)
    e) Limits of existing casing pipe
    f) Name of the owner/company

2) The Engineer will coordinate utility adjustments with Owner and all affected utility owners as necessary.

Field Survey

The Engineer will provide the following:

1) Vertical and Horizontal Control. Establish and stake the Project control centerline (baselines) and offset for the Project or portions of the Project. Establish vertical control by looping all benchmark

(BM) circuits and tie to monument permanent BM elevation. BM's are to be set at 1,000 ft maximum intervals using Global Positioning System (GPS) survey, and in a location that will be undisturbed by future construction.

2) Topography. Obtain topographic information surveyed for the length of the control centerline, as required; provide location (station and offset), size, height, and depth and/or length and description of topographic features; to include, but not limited to the following: driveways, signs, light poles, mail boxes, all fences (including metal beam guard fence and turndowns), utilities (type, owner, location, and depth), riprap, existing right of way lines, private property lines, cou7nty and/or city limits, etc...Drainage elements to include:

3) Design Centerline. Establish and stake the design centerline.

Right of Way Map

Provide for the preparation of a project right-of-way map where right of way acquisition is necessary. Provide for the necessary right-or-way research, mapping, surveying and all services related to the development of a right-of-way map. Prepared parcel sketches and field notes of all parcels requiring acquisition. Revisions to be done promptly at no cost to the owner.

II. DESIGN PHASE SERVICES

Final Design and Plans, Specifications & Estimates

The Engineer will develop the final design and prepare Agreement drawings, specifications and estimates for construction of the Project or portions of the Project as authorized by the Owner. These documents will be submitted to the applicable city, county, state, and/or federal agencies for approval.

All final plan sheets will be developed by the Engineer on 11"x17" reproducible, 4 mil, double-matte, white, opaque film.

Recognizing that there will be several team members participating in the development of the overall Project, and taking into consideration that the Owner has a significant investment in the development of the Project, there is need for consistency in document development for the purpose of review and production to help facilitate and economically efficient product. All computer document files furnished to the Owner by the Engineer shall be furnished on a CD-ROM created utilizing DOS software. Retrieval documentation relating to file storage on the designated delivery media shall be prepared by the Engineer and provide to the Owner. It is the intent of the Engineer and this Agreement to secure computer files from all Project Team members that are composed of elements of the same precision, integrity, singularity, attributes.

The Engineer shall prepare graphic files that can be reviewed and plotted utilizing Microstation/AutoCAD, software. The graphic files submitted must be compatible with Microstation Cad System without conversion or modification and must plot consistent with reproducible plots submitted.

Plan Sheets. Plan sheets developed by the Engineer will include, but not limited to, title sheet, typical sections, sequence of construction, estimates and quantity, plan-profile, channel details, roadway details, bridge and culvert details, hydraulic details, and standards.

Specifications. The Engineer shall use the June 1, 2004 Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges. Other specifications may be developed by the Engineer, but must incorporate, reference to standard TXDOT requirements of design & testing procedures and Hidalgo County Subdivision Required Standards.

Estimates. The Engineer will prepare detailed cost estimates and proposals of authorized construction, which will include summaries of bid items and quantities based on the unit price system of bidding.

All plots and graphic media provided by the Engineer, as a result of this Agreement, shall be delivered to the Owner. Final payment for plan sheet documents and/or associated, applicable engineer files will not be made until the files furnished by the Engineer have been demonstrated to be useable in the formats described above and herein.

Service for FINAL DESIGN AND PLANS, SPECIFICATIONS AND ESTIMATES by the Engineer will include the following:

Roadway Design Controls

The Engineer will prepare the roadway design for the Project or portions of the Project as authorized by the Owner. The roadway design will be submitted to the applicable city, county, state, and/or federal agencies for approval.

Roadway design controls will include:

1) Geometric Design – horizontal and vertical alignments, intersection geometrics: to be incorporated onto plan and profile sheets.
2) Geometric and grading design – development of typical roadway sections through horizontal and vertical alignment determination and roadway cross sections.
3) Grading design – existing and design cross sections, cut/fill quantities, slope stability analysis, embankment foundation stability and settlement analysis.
4) Earthwork Quantities – obtained from grading design.
5) Miscellaneous supplemental plan details.

Drainage

The Engineer will perform final hydrologic/hydraulic analysis and design for the proposed improvements of the Project or portions of the Project as authorized by the Owner.

Signing

The Engineer will determine location and type of warning, regulatory and guide signs as required by the Hidalgo County Subdivision Standards or local Municipal standards as applicable. All signing design

will be based on the final proposed roadway design.

Permanent Pavement Markings

The Engineer with the Owner will evaluate the need for pavement markings and design all permanent pavements markings in accordance with the Hidalgo County Subdivision Standard or Local Municipal Standards as applicable. All such design will be based on the final proposed roadway design.

Miscellaneous

If required for the Project or portion of the Project approved by the Owner, the Engineer will provide the following miscellaneous roadway items:

Miscellaneous Drafting, Standards, and Details

1. The Engineer will prepare a title sheet indicating, at a minimum, project limits, project location map, name of owner and owner acknowledgment/acceptance, facility identification, specification reference, Engineer's seal, signature and date.

2. The Engineer will determine appropriate standard drawings to be incorporated into the plans, and sign/seal any modifications to any agency or industry approved standards.

3. The Engineer will develop any details to clarify any construction requirements of the plan drawings.

PS&E Supporting Documents

4. Specifications List and general Notes. The Engineer will prepare an applicable specifications list, in TXDOT format, as well as any general notes that may be applicable to each PS&E submission.

5. Estimates. The Engineer will prepare detailed cost estimates and proposals of authorized construction, which will include summaries of bid items and quantities based, insofar as practicable, on the unit price system of bidding.

6. Agreement Time Determination Statement. The Engineer will determine the time required for construction for the project, outlining phases of construction and appropriate rates of production and construction for bid items determined to be in the critical path for construction of the PS&E submittal.

7. Additional documents. Right of Way Certification letter, material testing and sampling table.

III. CONSTRUCTION PHASE SERVICE

Construction Management and Support

The Engineer will provide engineering and support services for and during the construction of the Project or portions of the Project approved by the Owner. Specific services for CONSTRUCTION

MANAGEMENT AND SUPPORT by the Engineer will include the following:

Construction Bidding

1. The Engineer will furnish to the Owner the necessary copies of approved plans, specifications, notices to bidders, and proposals as prepared under PS&E.

2. The Engineer will coordinate and conduct a Pre-Bid Conference for prospective bidders.

3. The Engineer will assist Owner the tabulation of bids, recommendations to the Owner as to the proper action on all bid proposals received, and the preparation of form Agreement documents for the award of each construction Agreement.

Construction Agreement Administration

4. In general, the Engineer will provide the management and engineering support/data required for consultation and advertisement to the Owner and act as the Owners representative as provided in the General Condition of the Construction Agreement.

5. The Engineer will coordinate and conduct a pre-construction conference.

6. Defects and Deficiencies. The Engineer will use his best efforts to protect the Owner against defects and deficiencies in the work of the Contractor. The Engineer will promptly notify the Owner of any such defect of deficiency, and take all steps possible to require the Contractor to correct the defect or deficiency.

7. Contractor Payment. The Engineer will take measurements and calculate quantities, in accordance with the construction Agreement specifications, of those items of work accepted and conforming to the construction Agreement specifications, for the preparation of the monthly and final estimates for payment to the Contractor.

8. The Engineer will provide Project site inspection of the authorized construction Agreement(s) as follows:
    a. Project Engineer. The Engineer will provide visits by the Project Engineer or a competent representative of the Engineer to the site of construction for the purpose of monitoring the Contractor's progress and conformance to the construction plans and specifications.

    b. Resident Engineer and/or Construction Inspector(s). The Owner may request the Engineer to furnish the service of a Resident Engineer and/or Construction Inspector(s) for continuous on the site inspection construction to the monitor/inspect the Contractor's daily progress and conformance to PS&E specifications. See Article 5 for special services compensation details.

Miscellaneous Technical Activities

9. Shop Drawings. The Engineer will review and check all shop or working drawings furnished by the Contractor.

10. Control of Materials & Equipment. The Engineer will provide inspection of all materials and equipment furnished/used by the Contractor as follows:

    a. Review and record all laboratory, shop and mill tests of materials and equipment for compliance with the construction Agreement specifications.

    b. Observe and/or perform Project record testing and/or independent assurance testing as outlined in the construction Agreement specifications.

11. Change Orders. When applicable the Engineer will prepare the engineering data, including plan sheet drawings, specifications, and estimates, for the preparation of construction Agreement change orders, which may be required due to actual field conditions encountered or new requirements directed by the Owner.

12. As Built Drawings. The Engineer will develop as built drawings to depict the work as actually constructed. The Owner will be furnished five (5) set of prints.

EXHIBIT "C"

Work Schedule

DOS LOGISTIC INC.

Attachment "C"
WORK SCHEDULE

	2009					2010											
	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Mesquite Acres Subdivision																	
Topographic Survey, Coordination & Preliminary Design																	
Detailed Design, Plans & Specifications Preparation & Construction Bid Documents																	
Letting Process																	
Construction Phase																	

EXHIBIT "D1"

Fee Breakdown

For and in consideration of the **Services** attached to this Agreement and to be rendered by the Engineer, the Owner shall pay the Engineer the Fee as defined in this Agreement, and as more particularly identified as follows:

Basic Services Fee	= $20,675.95
Basic Engineering	= 8.5% of the Services Fee
Design Surveys	= 2.5% of the Services Fee

ai
17026

Yvette Islas

From: Agapito Vargas [agapito.vargas@co.hidalgo.tx.us]
Sent: Tuesday, August 18, 2009 11:23 AM
To: yvette.islas@co.hidalgo.tx.us
Cc: marcie.jackson@co.hidalgo.tx.us; 'Humberto Garza'; 'Eralio Palacios'; katia.garcia@auditor.co.hidalgo.tx.us; 'dina trevino'; valde.guerra@co.hidalgo.tx.us
Subject: Agenda item - Approval of final negotiated BCAP engineering contract

Follow Up Flag: Follow up
Flag Status: Flagged

Yvette, please place the following items on CC agenda for Tuesday 25th August 2009. The items are as follows:
Approval of final negotiated engineering BCAP contract with SAM Engineering & Surveying Inc.
Approval of Work Authorization I regarding the above-mentioned contract
17026 - Approval of Work Authorization II in regards to DOS Logistics BCAP contract
A request for concurrence has been solicited from TXDOT.
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

AI-17046 **23.H.2.**

Requesting Approval of Amendment for Raba-Kistner Consultants, Inc.
CC REGULAR

Date:	08/25/2009
Submitted By:	Yvette Islas, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** CAP Pct.2

Information

CAPTION

Acceptance and approval of an “Amendment” to the current service contract, between Hidalgo County and Raba-Kistner Consultants, Inc. for construction material testing services to reflect correction of items inadvertently omitted or included in original approved document. (C-CAP-08-023-09-02)

BACKGROUND

Amendment to reflect clerical errors.
*Ref: AI-17046 CC 09/02/08.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact.

Attachments

Link: raba pct 2 cmt amend

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/20/2009 12:51 PM	APRV
2	Budget & Management	Erika Zamora	08/20/2009 01:40 PM	APRV
3	Roland Garcia	Rolando Garcia	08/21/2009 04:20 PM	APRV
4	Auditor's Office		08/21/2009 05:31 PM	NEW

Form Started By: Yvette Islas — Started On: 08/19/2009 02:45 PM

Final Approval Date: 08/21/2009

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AMENDMENT TO
CONTRACT FOR SERVICES
C-CAP-08-023-09-02

This AMENDMENT to the CONTRACT between **RABA-KISTNER CONSULTANTS, INC.**, (the "Laboratory") and **HIDALGO COUNTY** (the "County"), effective the **25th** day of **August,** 2009, is made between the Laboratory and the County, (the Amendment"), as follows:

WHEREAS, Laboratory and County entered into an Contract on September 02, 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:

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

RABA-KISTNER CONSULTANTS, INC.

_____

Title:_____

Approved as to Form:

ATLAS & HALL, L.L.P.

_____
By: Stephen L. Crain

AI-17041 **23.H.3.**

Requesting Approval of Amendment for Millennium Engineers Group, Inc.
CC REGULAR

Date:	08/25/2009
Submitted By:	Yvette Islas, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Purchasing only: CAP Pct.2

Information

CAPTION

Acceptance and approval of an “Amendment” to the current service contract, between Hidalgo County and Millennium Engineers Group, Inc. for construction material testing services to reflect correction of items inadvertently omitted or included in original approved document. (C-CAP-08-023A-09-02)

BACKGROUND

Amendment to reflect clerical errors.

Fiscal Impact

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

No Fiscal Impact.

Attachments

Link: millenn pct 2 cmt amend

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/20/2009 12:34 PM	APRV
2	Budget & Management	Erika Zamora	08/20/2009 01:40 PM	APRV
3	Roland Garcia	Rolando Garcia	08/21/2009 02:28 PM	APRV
4	Auditor's Office		08/21/2009 05:31 PM	NEW

Form Started By: Yvette Islas — Started On: 08/19/2009 02:27 PM

Final Approval Date: 08/21/2009

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AMENDMENT TO
CONTRACT FOR SERVICES
C-CAP-08-023A-09-02

This AMENDMENT to the CONTRACT between **MILLENNIUM ENGINEERS GROUP, INC.**, (the "Laboratory") and **HIDALGO COUNTY** (the "County"), effective the **25TH** day of **August,** 2009, is made between the Laboratory and the County, (the Amendment"), as follows:

WHEREAS, Laboratory and County entered into an Contract on May 27, 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:

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-17066 **23.I.1.**

Road & Drainage Construction for Basham No. 18 Subdivision - (a BCAP Project) Award Recommendation

CC REGULAR

Date:	08/25/2009
Submitted By:	Yvette Islas, PURCHASING DEPT.
Submitted For:	Agapito Vargas
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	CAP Pct.3

Information

CAPTION

Recommendation by project engineer, Javier Hinojosa Engineering, to award to the lowest bidder meeting all specifications: Total Commitment, LLC in the amount of $104,309.12 for Bid No. CAP-09-286-07-15-YSI “Road & Drainage Construction For Basham No. 18 Subdivision" subject to TXDOT concurrence.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1312-431-00-123-082-0-731/733

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

BUDGETARY IMPACT:

Obj. Code 731 / 733 available balance as of 8/21/09 is $134,302.85.

Attachments

Link: letter to txdot

Link: eng recomend basham 18

Link: bid tab sheet basham 18

Link: cst bdown. exp summ rprt basham 18

Link: ai req 17066 basham 18

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/20/2009 04:46 PM	APRV
2	Budget & Management	Erika Zamora	08/21/2009 08:37 AM	APRV
3	Perla Lopez	Perla Lopez	08/21/2009 09:18 AM	APRV
4	Auditor's Office		08/21/2009 05:31 PM	NEW

Form Started By: Yvette Islas — Started On: 08/19/2009 04:43 PM

Final Approval Date: 08/21/2009

Agapito Vargas, Jr.
Executive Director

COLONIA ACCESS PROGRAM
County of Hidalgo

19 August 2009

Sharon Slagle, Colonia Project Manager
Texas Department of Transportation
600 West Expressway 83
Pharr, TX 78577

Re: Bid Award Number CAP-09-286-07-15-YSI 3rd Call; Basham #18 Subdivision – CSJ: 3C1080080

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

Javier Hinojosa Engineering/ Consulting Engineers have 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 $43,060.00 for drainage work and $124,147.05 for road work for a grand total of $167,207.05. 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 $104,309.12. The bids received were as follows:

- Sascon, Inc. $130,397.00 - read amount; $129,647.00 – correct amount
- Total Commitment $109,766.00 – read amount; $104,309.12 – correct amount
- Asago Construction $118,939.00
- IOC Company $115,346.19

Office: (956) 787-1891 • Fax: (956) 787-4683
301 E. State • Pharr, Texas 78577
Equal Opportunity Employer

- JM Construction $163,151.00
- O.G. Construction Co., LLC $141,298.00
- Valley Paving, Inc. $106,598.55
- Jimmy Closner & Sons Const. Co. $149,298.00

Commissioner Joe M. Flores 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)
Domingo Villarreal, Chief Administrator Precinct 3 (email)
Norma Ceballos, BCAP Coordinator Precinct 2 (email)
Katie Garcia, HCCAP Auditor (email)
Yvette Islas, HCCAP Buyer II (email)
Project files

JAVIER HINOJOSA ENGINEERING/Consulting Engineers

August 17, 2009

Commissioner Joe M. Flores
Hidalgo County Precinct 3
724 N. Breyfogle
Mission, Texas 78572

Re: Colonia Access Program Round II
Bid No. CAP-09-286-07-15-YSI
Basham Subdivision No. 18

Dear Commissioner Flores,

Bids were received and opened for the Colonia Access Program Bid No. CAP-09-286-07-15-YSI Basham Subdivision No. 18 on July 15, 2009. A total of eight bids were received with Total Commitment, LLC being the low bidder with a total base bid of $104,309.12. Attached is a copy of the bid tabulation for your review. This project involves the reconstruction of Tiffany Drive within Basham Subdivision No. 18. Total Commitment, LLC is a reputable firm who has constructed several projects within Hidalgo County. We recommend award of the contract to Total Commitment, LLC in the amount of $104,309.12.

If you have any questions or require further information, please feel free to contact me at your convenience.

Sincerely,

JAVIER HINOJOSA ENGINEERING

Javier Hinojosa, P.E.

cc: Mr. Agapito Vargas, Director, Colonia Access Program

416 E. Dove Avenue
McAllen, Texas 78504
Tel: (956) 668-1588
Fax: (956) 994-8102
javhin@rgv.rr.com

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY PRECINCT NO. 3 - BORDER COLONIA ACCESS PROGRAM

BID OPENING DATE: JULY 15, 2009	**BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: "ROAD & DRAINAGE CONSTRUCTION FOR BASHAM SUBDIVISION NO. 18"

BID NO: CAP-2009-286-07-15-YSI

RFB NO.	NAME OF COMPANY	TOTAL BID AMOUNT FOR ROAD & DRAINAGE CONSTRUCTION	Bid Bond/ Cashier's Check
1.	Sascon Inc.	$130,397.00 read amount $129,647.00 correct amount	Bid Bond Included
2.	Valley Paving Inc	$106,598.55	Bid Bond Included
3.	Jimmy Closner & Sons Inc	$149,949.50	Bid Bond Included
4.	J. M. Construction	$163,151.00	Bid Bond Included
5.	O.G. Construction	$141,298.00	Bid Bond Included
6.	IOC Company, LLC	$115,346.19	Bid Bond Included
7.	Total Commitment, LLC	$109,766.00 read amount $104,309.12 correct amount	Bid Bond Included
8.	Asago Construction	$118,939.00	Bid Bond Included
9.			
10.			

Basham # 18 Subdivision
CSJ: 3C1080080
Cost Breakdown
Precinct 3

Bid Item No.	Item Description	Quantity	Unit	Unit Price	Amount Bid
	ROADWAY				
100	Preparing ROW	13.78	STA	$4.00	$55.12
247	Flex Base (RD DEL) TY "E" GR4	4675	CY	$5.00	$23,375.00
251	Rewrk Base Mtrl (DC)(TY "D") (8")	4675	SY	$2.00	$9,350.00
310	Prime Coat (MC-30)	935	GAL	$3.50	$3,272.50
340	Asph Conc ACP Surface (TY "D") (1.5")	4185	SY	$6.50	$27,202.50
502	Barricades, Signs and Traffic Handling	1.5	LS	$900.00	$1,350.00
530	Turnouts (Asphalt, Concrete, Pavement) (PBS-2)	30	SY	$11.00	$330.00
5249	Temp Sedmt Cont Fence (Install)	490	LF	$2.00	$980.00
5249	Temp Sedmt Cont Fence (Remove)	490	LF	$1.00	$490.00
Lump Sum		1	EA	$700.00	$700.00
	SubTotal Base Bid →				**$67,105.12**
	DRAINAGE				
530	Driveways (Asphalt, Concrete, Pavement)	887	SY	$12.00	$10,644.00
530	Driveways (Concrete)	330	SY	$30.00	$9,900.00
556	15" ADS Culvert Pipe	980	LF	$15.00	$14,700.00
556	18" RCP (CL III) Culvert Pipe	70	LF	$18.00	$1,260.00
556	Safety End Treatment	2	EA	$350.00	$700.00
	SubTotal Drainage →				**$37,204.00**
	GrandTotal Roadwork Base Bid and Drainage →				**$104,309.12**

Roadwork Allocation:	$ 91,242.55
25% Transfer Allowed:	$ -
Total $500K/mile allowed Transferred	$ -
Contingency Transfer	$ -
Total Allocation and Transfer	$ 91,242.55
Low Base Bid Roadwork	$67,105.12
Overrun/Underrun	$24,137.43

Drainage Allocation:	$ 43,060.00
Low Bid Drainage:	$37,204.00
Overrun/Underrun	$5,856.00

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3							
9-1312-431-00-123-082-0-312	BASHAM #18-INDIRECT COST	.00	4,941.63	.00	345.29	4,596.34	6.99
9-1312-431-00-123-082-0-334	BASHAM #18-ENG & ARCH SRV	.00	7,386.65	4,136.53	3,250.12	.00	100.00
9-1312-431-00-123-082-0-339	BASHAM #18-OTHER PROFESSIONAL SRVS	.00	5,785.40	4,353.06	889.94	542.40	90.62
9-1312-431-00-123-082-0-731	BASHAM #18-ROADS	.00	91,242.85	.00	.00	91,242.85	.00
9-1312-431-00-123-082-0-733	BASHAM #18-DRAINAGE DITCH & STRUCT	.00	43,060.00	.00	.00	43,060.00	.00
9-1312-431-00-123-082-0-899	BASHAM #18-CONTINGENCY	.00	7,379.61	.00	.00	7,379.61	.00
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3		**.00**	**159,796.14**	**8,489.59**	**4,485.35**	**146,821.20**	**8.12**
9 YEAR		**.00**	**159,796.14**	**8,489.59**	**4,485.35**	**146,821.20**	**8.12**

A1 #
17066

Yvette Islas

From: Agapito Vargas [agapito.vargas@co.hidalgo.tx.us]
Sent: Wednesday, August 19, 2009 4:34 PM
To: Yvette, Purchaser
Cc: katia.garcia@auditor.co.hidalgo.tx.us; 'dina trevino'; Norma Ceballos ; M-I-N-G-O; Marcie Jackson; valde.guerra@co.hidalgo.tx.us
Subject: Agenda Item Contract Award Basham #18
Attachments: Cost Breakdown basham 18.xls; ltr txdot award of contract basham 18.pdf; exxpense report 081909.PDF

Yvette, please place this item on the CC agenda for Tuesday 25th August 2009:

Award low bid to Total Commitment, Inc. for 3rd Call Precinct 3 Colonias Roadwork and Drainage Project – Basham Subdivision #18
Project engineer: Javier Hinojosa Engineering/ Consultant engineers
Low bid amount: $104,309.12
Number of Bidders: 8
Account Number: 9-1312-431-00-082-0-731 & 733.

Marcie will forward supporting documents.
Thanks,

-123-

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

AI-17048 **23.I.2.**

Requesting Approval of Amendment for L & G Engineering Laboratory, LLC
CC REGULAR

Date:	08/25/2009
Submitted By:	Yvette Islas, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** CAP Pct.3

Information

CAPTION

Acceptance and approval of an “Amendment” to the current service contract, between Hidalgo County and L & G Engineering Laboratory, LLC for construction material testing services to reflect correction of items inadvertently omitted or included in original approved document. (C-CAP-08-024-09-02)

BACKGROUND

Amendment to reflect clerical errors.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact.

Attachments

Link: lng pct 3 cmt amend

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/20/2009 12:58 PM	APRV
2	Budget & Management	Erika Zamora	08/20/2009 01:41 PM	APRV
3	Perla Lopez	Perla Lopez	08/21/2009 02:31 PM	APRV
4	Auditor's Office		08/21/2009 05:31 PM	NEW

Form Started By: Yvette Islas — Started On: 08/19/2009 02:52 PM

Final Approval Date: 08/21/2009

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AMENDMENT TO
CONTRACT FOR SERVICES
C-CAP-08-024-09-02

This AMENDMENT to the CONTRACT between **L & G ENGINEERING LABORATORY, LLC**, (the "Laboratory") and **HIDALGO COUNTY** (the "County"), effective the **25TH** day of **August,** 2009, is made between the Laboratory and the County, (the Amendment"), as follows:

WHEREAS, Laboratory and County entered into an Contract on September 02, 2008, in which the Laboratory agreed to provide professional services for construction materials testing to Hidalgo County Precinct No. 3.(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:

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

L & G ENGINEERING LABORATORY, LLC

_____

Title:_____

Approved as to Form:

ATLAS & HALL, L.L.P.

_____
By: Stephen L. Crain