

AI-17134

6.D.

**Claim of Magic Valley Electric Cooperative, Inc.  
CC REGULAR**

**Date:** 09/01/2009  
**Submitted By:** Aida Alvarez, SAFETY DIVISION  
**Submitted For:** Valde Guerra  
**Department:** SAFETY DIVISION  
**Agenda Category:** Closed Session

**Information**

**CAPTION**

Claim of Magic Valley Electric Cooperative, Inc.

**BACKGROUND**

**Fiscal Impact**

**Attachments**

*No file(s) attached.*

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/25/2009 11:50 AM	APRV
2	Auditor's Office	Linda Fong	08/28/2009 03:39 PM	APRV
3	Purchasing Department	Marty Salazar	08/28/2009 04:01 PM	APRV

Form Started By: Aida Alvarez  
Started On: 08/25/2009 11:26 AM

Final Approval Date: 08/28/2009

AI-17135

7.D.

**Claim of Magic Valley Electric Cooperative, Inc.  
CC REGULAR**

**Date:** 09/01/2009  
**Submitted By:** Aida Alvarez, SAFETY DIVISION  
**Submitted For:** Valde Guerra  
**Department:** SAFETY DIVISION  
**Agenda Category:** Open Session

**Information**

**CAPTION**

Claim of Magic Valley Electric Cooperative, Inc.

**BACKGROUND**

**Fiscal Impact**

**Attachments**

*No file(s) attached.*

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/25/2009 11:50 AM	APRV
2	Auditor's Office	Linda Fong	08/28/2009 03:39 PM	APRV
3	Purchasing Department	Marty Salazar	08/28/2009 04:01 PM	APRV

Form Started By: Aida Alvarez  
Started On: 08/25/2009 11:28 AM

Final Approval Date: 08/28/2009

AI-17211

10.C.

**Tax Collections Report - 08-09 / Order -Resale of Property  
CC REGULAR**

**Date:** 09/01/2009  
**Submitted By:** Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE  
**Department:** COMMISSIONERS' COURT EXEC. OFFICE  
**Agenda Category:** Comm. Court Executive Office

**Information**

**CAPTION**

A. Presentation by delinquent tax attorneys regarding the Tax Collections Report for the period of July 1, 2008 through June 30, 2009;

B. Discussion and possible action on an Order Authorizing the Resale of Foreclosed Real Estate Properties

**BACKGROUND**

Reports to be presented to Court Members on Tuesday.

**Fiscal Impact**

**Attachments**

Link: [Order](#)

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/27/2009 02:46 PM	APRV
2	Auditor's Office	Linda Fong	08/28/2009 03:41 PM	APRV
3	Purchasing Department	Marty Salazar	08/28/2009 04:12 PM	APRV

Form Started By: Monica Badillo  
Started On: 08/27/2009 01:35 PM

Final Approval Date: 08/28/2009

**PERDUE, BRANDON, FIELDER, COLLINS & MOTT, L.L.P.**  
ATTORNEYS AT LAW

IN ASSOCIATION WITH

**LAW OFFICES OF JOHN DAVID FRANZ**

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Form: Edward Ruiz,  
Perdue, Brandon, Fielder, Collins & Mott, LLP.  
McAllen, Texas 78504

To: Monica Badillo  
Commissioners Court Administrators  
Hidalgo County Administration Building  
Edinburg, Texas 785539

Date: August 26, 2009

Reference:

Agenda Items being place on Hidalgo County Commissioner Court and Drainage District No. 1 agenda on Tuesday, September 1, 2009 meeting.

The agenda items wording is as followed:

**Commissioner Court**

Presentation by delinquent tax attorneys on the delinquent tax collections report for the period of July 1, 2008 through June 30, 2009.

Discussion and possible action on a Order authorizing the resale of real estate properties, which were foreclosed upon for failure to pay ad valorem taxes.

**Hidalgo County Drainage District No. 1**

Discussion and possible action on a Resolution authorizing the resale of real estate properties, which were foreclosed upon for failure to pay ad valorem taxes.

Thank You!



**ORDER OF THE COMMISSIONER'S COURT OF  
HIDALGO COUNTY, TEXAS**

On the   1<sup>st</sup>   day of September, 2009, at the regularly scheduled meeting of the Commissioner's Court of Hidalgo County, Texas, a motion was duly made and seconded for to resell property described on Exhibit "A" attached hereto, which was acquired through tax foreclosure proceedings. The properties were sold in accordance with Texas Tax Code Ann. §34.05.

Discussion was then conducted, and upon completion of the same the County Judge of Hidalgo County Texas called for a vote on the motion, and the same was passed by majority. Now therefore:

**BE IT RESOLVED AND ORDERED** that the Commissioner's Court of Hidalgo County Texas approves the bids received on the properties described in the attached Exhibit "A" and authorizes the County Judge of Hidalgo County, Texas to execute tax resale deeds conveying the approved properties.

IT IS HEREBY RESOLVED, ORDERD AND SIGNED on this   1<sup>st</sup>   day of September, 2009.

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**J. D. Salinas, County Judge,  
Hidalgo County, Texas**

**ATTEST:**

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**Arturo Guajardo, Jr.  
Hidalgo County Clerk**

**Exhibit "A"**

**(Tax Resale Properties)**

**HIDALGO COUNTY  
TAX RESALE PROPERTIES  
MARCH 2009**

CAUSE No.	STYLE OF CASE	LEGAL DESCRIPTION	BID	COUNTY AMOUNTS
T-441-02-F (1)	Donna ISD, City of Donna, South Texas College and Hidalgo County vs. Manuel Bueno	Ruthven-Donna Subdivision, Lots 10 and 11, Block 12, City of Donna, Hidalgo County, Texas (R4700-00-012-0010-00)	\$6,600	\$478.08
T-772-03-G (2)	Donna ISD, City of Donna, South Texas College and Hidalgo County vs. Antenojenes Reyes	Tract 1: Colonia Maria Addition, Lot 1, Block 5, City of Donna, Hidalgo County, Texas, (C7400-00-005-001-00)	\$4,000	\$343.23
T-772-03-G (3)	Donna ISD, City of Donna, South Texas College and Hidalgo County vs. Antenojenes Reyes	Tract 2: Colonia Maria Addition, Lot 2, Block 5, City of Donna, Hidalgo County, Texas, (C7400-00-005-001-00)	\$3,500	\$258.23
T-772-03-G (4)	Donna ISD, City of Donna, South Texas College and Hidalgo County vs. Antenojenes Reyes	Tract 3: Colonia Maria Addition, Lot 3 and 4, Block 5, City of Donna, Hidalgo County, Texas, (C7400-00-005-001-00)	\$5,000	\$513.23
T-169-03-G (5)	Donna ISD, City of Donna, South Texas College and Hidalgo County vs. Guillermina G. Balli	Tract 1: Balli Estates Subdivision, Lot 1, Block 1, City of Donna, Hidalgo County, Texas (B0500-00-001-0001-00)	\$1,200	\$192.72
T-169-03-G (6)	Donna ISD, City of Donna, South Texas College and Hidalgo County vs. Guillermina G. Balli	Tract 2: Balli Estates Subdivision, Lot 7, Block 1, City of Donna, Hidalgo County, Texas (B0500-00-001-0001-00)	\$800	\$60.72
T-169-03-G (7)	Donna ISD, City of Donna, South Texas College and Hidalgo County vs. Guillermina G. Balli	Tract 3: Balli Estates Subdivision, Lot 8, Block 1, City of Donna, Hidalgo County, Texas (B0500-00-001-0001-00)	\$3,000	\$691.36

**HIDALGO COUNTY  
TAX RESALE PROPERTIES  
MARCH 2009**

T-169-03-G (8)	Donna ISD, City of Donna, South Texas College and Hidalgo County vs. Guillermina G. Balli	Tract 3: Balli Estates Subdivision, Lot 10, Block 1, City of Donna, Hidalgo County, Texas (B0500-00-001-0001-00)	\$4,300	\$1,105.20
T-169-03-G (9)	Donna ISD, City of Donna, South Texas College and Hidalgo County vs. Guillermina G. Balli	Tract 8: Commercial Reserve, Balli Estates Subdivision, The East 112.4 feet and the West 244.20 feet of Lot 11, Block 2, City of Donna, Hidalgo County, Texas (B0500-00-002-0011-00)	\$27,000	\$7,123.68
T-169-03-G (10)	Donna ISD, City of Donna, South Texas College and Hidalgo County vs. Guillermina G. Balli	Tract 18: Balli Estates Subdivision, Lot 24, Block 4, City of Donna, Hidalgo County, Texas (B0500-00-004-0024-00)	\$2,000	\$387.52
T-169-03-G (11)	Donna ISD, City of Donna, South Texas College and Hidalgo County vs. Guillermina G. Balli	Tract 19: Balli Estates Subdivision, Lot 25, Block 4, City of Donna, Hidalgo County, Texas (B0500-00-004-0025-00)	\$800	\$0.00
T-169-03-G (12)	Donna ISD, City of Donna, South Texas College and Hidalgo County vs. Guillermina G. Balli	Tract 29: Balli-Guzman Subdivision, Number 2, All of Lot 13, City of Donna, Hidalgo County, Texas (B0400-02-000-0013-00)	\$1,800	\$236.80
T-169-03-G (13)	Donna ISD, City of Donna, South Texas College and Hidalgo County vs. Guillermina G. Balli	Tract 29: Balli-Guzman Subdivision, Number 2, All of Lot 14, City of Donna, Hidalgo County, Texas (B0400-02-000-0014-00)	\$2,000	\$276.80
T-169-03-G (14)	Donna ISD, City of Donna, South Texas College and Hidalgo County vs. Guillermina G. Balli	Tract 29: Balli-Guzman Subdivision, Number 2, All of Lot 15, City of Donna, Hidalgo County, Texas (B0400-02-000-0015-00)	\$1,200	\$116.80
T-169-03-G (15)	Donna ISD, City of Donna, South Texas College and Hidalgo County vs. Guillermina G. Balli	Tract 29: Balli-Guzman Subdivision, Number 2, All of Lot 16, City of Donna, Hidalgo County, Texas (B0400-02-000-0016-00)	\$2,000	\$276.80

**HIDALGO COUNTY  
TAX RESALE PROPERTIES  
MARCH 2009**

T-169-03-G (16)	Donna ISD, City of Donna, South Texas College and Hidalgo County vs. Guillermina G. Balli	Tract 29: Balli-Guzman Subdivision, Number 2, All of Lot 17, City of Donna, Hidalgo County, Texas (B0400-02-000-0017-00)	\$1,100	\$96.80
T-169-03-G (17)	Donna ISD, City of Donna, South Texas College and Hidalgo County vs. Guillermina G. Balli	Tract 29: Balli-Guzman Subdivision, Number 2, All of Lot 18, City of Donna, Hidalgo County, Texas (B0400-02-000-0018-00)	\$1,100	\$96.80
T-016-02-G (23)	Edinburg CISD, City of Edinburg and South Texas College vs. Jose Cornejo	Victory Subdivision, Lot 6, Block 6, City of Edinburg, Hidalgo County, Texas (V3400-00-006-0006-00)	\$10,000	\$1,649.60
T-1407-03-C (24)	Edinburg CISD, City of Edinburg and South Texas College vs. Denise Lugo	King Subdivision, Lot 7, City of Edinburg, Hidalgo County, Texas (K5100-00-000-0007-00)	\$6,600	\$968.00
T-262-04-A (25)	Edinburg CISD, City of Edinburg, South Texas College and Hidalgo County vs. Cindy Martinez	Fountain Park Subdivision, Unit 1, Lot 22, Block 2, City of Edinburg, Hidalgo County, Texas (F5850-01-002-0022-00)	\$19,000	\$3,525.40
T-270-04-I (26)	Edinburg CISD, City of Edinburg, South Texas College and Hidalgo County vs. Grupo Financiero / Internacional, Inc	Tract 1: Las Alamedas Subdivsion, Lot 63, City of Edinburg, Hidalgo County, Texas (L0370-01-000-0063-00)	\$1,400	\$0.00
T-270-04-I (27)	Edinburg CISD, City of Edinburg, South Texas College and Hidalgo County vs. Grupo Financiero / Internacional, Inc	Tract 2: Las Alamedas Subdivsion, Lot 67, City of Edinburg, Hidalgo County, Texas (L0370-01-000-0067-00)	\$1,300	\$0.00
T-270-04-I (28)	Edinburg CISD, City of Edinburg, South Texas College and Hidalgo County vs. Grupo Financiero / Internacional, Inc	Tract 3: Las Alamedas Subdivsion, Lot 68, City of Edinburg, Hidalgo County, Texas (L0370-01-000-0068-00)	\$400	\$0.00

**HIDALGO COUNTY  
TAX RESALE PROPERTIES  
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T-270-04-I (29)	Edinburg CISD, City of Edinburg, South Texas College and Hidalgo County vs. Grupo Financiero / Internacional, Inc	Tract 4: Las Alamedas Subdivsion, Lot 91, City of Edinburg, Hidalgo County, Texas (L0370-01-000-0091-00)	\$650	\$0.00
T-270-04-I (30)	Edinburg CISD, City of Edinburg, South Texas College and Hidalgo County vs. Grupo Financiero / Internacional, Inc	Tract 5: Las Alamedas Subdivsion, Lot 141-A, City of Edinburg, Hidalgo County, Texas (L0370-01-000-0141-01)	\$550	\$0.00
T-1227-04-C (31)	Edinburg CISD, City of Edinburg, South Texas College and Hidalgo County vs. Mario Miranda Chimal	Tract 1: Las Alamedas Subdivsion, Lot 86, City of Edinburg, Hidalgo County, Texas (L0370-01-000-0086-00)	\$400	\$0.00
T-1227-04-C (32)	Edinburg CISD, City of Edinburg, South Texas College and Hidalgo County vs. Mario Miranda Chimal	Tract 2: Las Alamedas Subdivsion, Lot 87, City of Edinburg, Hidalgo County, Texas (L0370-01-000-0087-00)	\$550	\$0.00
T-1227-04-C (33)	Edinburg CISD, City of Edinburg, South Texas College and Hidalgo County vs. Mario Miranda Chimal	Tract 3: Las Alamedas Subdivsion, Lot 89, City of Edinburg, Hidalgo County, Texas (L0370-01-000-0089-00)	\$750	\$0.00
T-371-05-B (34)	Edinburg CISD, South Texas College and Hidalgo County vs. Allen E. Gray, Jr	Original Townsite - Hargill , Lot 1, 2, 3 and 4, Block 120, City of Hargill, Hidalgo County, Texas (H1200-00-120-0001-00)	\$8,500	\$1,625.25
T-530-05-H (36)	La Villa ISD, City of La Villa, South Texas College and Hidalgo County vs. Marcelo Reyna, Jr.	East Side Addition, The West 50 feet of the East 100 feet of Lot 9, Block 1, City of La Villa, Hidalgo County, Texas (E1400-00-001-0009-02)	\$5,500	\$747.80
T-1259-06-H (37)	La Villa ISD, City of La Villa, South Texas College vs. Enrique Perez	Original Townsite - La Villa, The North 10 feet, of Lot 9 and the South 25 feet of Lot 10, Block 51, City of La Villa, Hidalgo County, Texas (L2050-00-051-0010-00)	\$3,000	\$381.26

**HIDALGO COUNTY  
TAX RESALE PROPERTIES  
MARCH 2009**

T-020-07-D (38)	La Villa ISD, City of La Villa, South Texas College vs. Anita Mejia	Original Townsite - La Villa, Lots 24 and 25, Block 35, City of La Villa, Hidalgo County, Texas (L2050-00-035-0024-00)	\$2,100	\$144.59
T-851-02-E (39)	McAllen ISD, City of McAllen, South Texas College and Hidalgo County vs. Ernest H. Tuchscherer	Tract 1: Whispering Winds Subdivision, Lot 22, City of McAllen, Hidalgo County, Texas (W4900-00-000-0022-00)	\$7,300	\$1,705.34
T-851-02-E (40)	McAllen ISD, City of McAllen, South Texas College and Hidalgo County vs. Ernest H. Tuchscherer	Tract 2: Whispering Winds Subdivision, Lot 22, City of McAllen, Hidalgo County, Texas (W4900-00-000-0023-00)	\$9,000	\$1,408.80
T-851-02-E (41)	McAllen ISD, City of McAllen, South Texas College and Hidalgo County vs. Ernest H. Tuchscherer	Tract 3: Whispering Winds Subdivision, Lot 22, City of McAllen, Hidalgo County, Texas (W4900-00-000-0024-00)	\$8,000	\$1,887.34
T-820-04-A (42)	McAllen ISD, City of McAllen, South Texas College and Hidalgo County vs. Olga Quintero	Original Townsite - McAllen, Lot 1, Block 31, City of McAllen, Hidalgo County, Texas (M1950-00-031-0001-00)	\$31,000	\$6,167.28
T-640-05-A (43)	McAllen ISD, City of McAllen, South Texas College and Hidalgo County vs. Elia Martinez De La Cruz	Tract 1: South McAllen (Beatty Folsem Subdivision) Lot 15, Block 3, City of McAllen, Hidalgo County, Texas (S4350-00-003-0015-00)	\$9,300	\$1,491.84
		Tract 2: South McAllen (Beatty Folsem Subdivision) Lot 16, Block 3, City of McAllen, Hidalgo County, Texas (S4350-00-003-0016-00)		
T-649-05-A (44)	McAllen ISD, City of McAllen, South Texas College and Hidalgo County vs. Jorge Antonio Villarreal	Idela Park Subdivision, Unit 1, Lot 130, City of McAllen, Hidalgo County, Texas (I2000-01-000-0130-00)	\$7,100	\$851.53

**HIDALGO COUNTY  
TAX RESALE PROPERTIES  
MARCH 2009**

T-1054-05-A (45)	McAllen ISD, City of McAllen, South Texas College and Hidalgo County vs. Elena Gomez Tagle	Montebello Subdivision, Unit 2, Lot 21, City of McAllen, Hidalgo County, Texas (M5950-02-000-0021-00)	\$12,500	\$2,384.36
T-1233-05-I (46)	McAllen ISD, City of McAllen, South Texas College and Hidalgo County vs. H. F. Johns (Deceased)	Colonia McAllen Subdivision, Lot 4, Block 1, City of McAllen, Hidalgo County, Texas (C7500-00-001-0004-00)	\$9,500	\$2,375.36
T-1234-05-A (47)	McAllen ISD, City of McAllen, South Texas College and Hidalgo County vs. Guadalupe Moya III	Hammond's Addition, Lot 2, Block 33, City of McAllen, Hidalgo County, Texas (H0900-00-033-0002-00)	\$8,600	\$1,209.34
T-482-94-G and T-848-07-D (48)	McAllen ISD, City of McAllen, South Texas College and Hidalgo County vs. Portmann Printing, Inc.	J. T. C. Enterprises Subdivision, the South 30 feet of Lot "A", City of McAllen, Hidalgo County, Texas (J1850-00-000-000A-01)	\$8,500	\$2,733.19
T-337-04-D (49)	Mercedes ISD, City of Mercedes, South Texas College and Hidalgo County vs. Williams A. Edwards	Original Townsite - Mercedes, Lot 10, Block 122, City of Mercedes, Hidalgo County, Texas (M3550-00-122-0010-00)	\$6,500	\$1,620.15
T-083-07-D (50)	Mercedes ISD, South Texas College vs. Brad Schwarz - Trustee	Capisallo District Subdivision, the East 3.88 acres of the West 14.62 acres of Lot 14, Block 63, Hidalgo County, Texas (C1400-00-063-0014-25)	\$6,000	\$1,696.26
T-325-03-A (51)	Monte Alto ISD, South Texas College and Hidalgo County vs. Victoriano T. Mendoza (Deceased)	Tract 1: Richardson Heights Subdivision, Lots 1 and 2, Block 2, Hidalgo County, Texas (R3825-00-002-0001-00)  Tract 2: Richardson Heights Subdivision, 0.01 acres, more or less situated in the abandoned Saint L. B. and M Railroad right of way line within. (Save & Except; a tract of land described in volume 464, page 108. Hidalgo County, Texas (R3825-00-002-0000-00)	\$6,500	\$1,279.80



**HIDALGO COUNTY  
TAX RESALE PROPERTIES  
MARCH 2009**

T-517-06-D (52)	Monte Alto ISD, South Texas College and Hidalgo County vs. APS Enterprises, Inc.	Missouri - Texas Land and Irrigation Company Subdivision, 1.00 acre, more or less, situated in the Northwest corner fo the West 1/2 of Lot 12, Block 59, Hidalgo County, Texas (M0150-00- 059-0012-00)	\$11,000	\$3,419.15
T-708-03-F (53)	Pharr-San Juan-Alamo ISD, City of San Juan, Hidalgo County and South Texas College vs. April Alonzo	Original - Townsite San Juan, Lots 17, 18 and 19 Block 22, City of San Juan, Hidalgo County, Texas (S1000-00-022-0017-00)	\$12,000	\$2,789.36
T-819-04-I (54)	Pharr-San Juan-Alamo ISD, City of San Juan, South Texas College and Hidalgo County vs. Rodolfo Aranda	Azteca Acres Subdivison, Unit 2, Lot 6, City of San Juan, Hidalgo County, Texas (A6900-02-000 0006-00)	\$22,000	\$3,180.64
T-1102-05-D (55)	Pharr-San Juan-Alamo ISD, City of Pharr, South Texas College and Hidalgo County vs. Lionzo Cantu (Deceased)	Fern Subdivision, Lots 3, 4, and 5, Block 143, City of Pharr, Hidalgo County, Texas (F2550-00- 143-0003-00) and (F2550-00-143-0005-00)	\$6,000	\$1,112.28
T-1140-05-F (56)	Pharr-San Juan-Alamo ISD, City of Pharr, South Texas College and Hidalgo County vs. Elizena B. De Leon	Kelly Pharr Subdivision, a portion of the south 560 feet of the West 5 acres of Lot 222, City of Pharr, Hidalgo County, Texas (K2400-00-000- 0222-16)	\$4,500	\$513.76
T-367-06-G (57)	Pharr-San Juan-Alamo ISD, City of Pharr, South Texas College and Hidalgo County vs. Enrique Jaime	Citrus Bay Subdivision, Unit 2, Lot 5, Block 23, City of Pharr, Hidalgo County, Texas (C4700-00- 023-0005-00)	\$8,500	\$1,495.12
T-495-06-I (58)	Pharr-San Juan-Alamo ISD, South Texas College and Hidalgo County vs. Apolinar Banda	Southside Village Subdivision, Lot 28, Hidalgo County, Texas (S5070-00-000-0028-00)	\$500	\$0.00

**HIDALGO COUNTY  
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T-661-06-D (59)	Pharr-San Juan-Alamo ISD, City of Pharr, South Texas College and Hidalgo County vs. Manuel Reyes	Southside Village Subdivision, Lot 28, Hidalgo County, Texas (S5070-00-000-0028-00)	\$9,000	\$1,728.48
T-1133-06-H (60)	Pharr-San Juan-Alamo ISD, City of San Juan, South Texas College and Hidalgo County vs. Rodolfo Aranda	John Closner Subdivision, the South 100 feet of the North 3 acres of the East 10 acres of the West 31.46 acres of Lot 1 and 2, Block 11, City of San Juan, Hidalgo County, Texas (J5700-00-011- 0001-18)	\$6,500	\$922.45
T-1136-07-I (61)	Pharr-San Juan-Alamo ISD and South Texas College vs. Jaime Gamboa	Alamo Land and Sugar Company Subdivision, 1.00 acre, more or less being a portion of Lot 10, Block 47, Hidalgo County, Texas, (A1800-00- 047-0010-09)	\$6,000	\$1,247.25
T-323-03-H (62)	Weslaco ISD, South Texas College and Hidalgo County vs. Tamara Denise Rak	Garden Terrace Estates, Unit #1, Lot 23, Block 4, City of Weslaco, Hidalgo County, Texas (G0900-01-004-0023-00)	\$27,000	\$6,405.36
T-981-03-I (63)	Weslaco ISD, South Texas College and Hidalgo County vs. Armando Garcia	Chapa Subdivision, Unit 3, Lot 14, Block 2, Hidalgo County, Texas (C2950-03-002-0014-00)	\$9,500	\$1,986.32
T-705-05-C (64)	Weslaco ISD, South Texas College and Hidalgo County vs. Silvera Martinez	El Texano Addition Subdivision, Lot 11, Block 4, City of Weslaco, Hidalgo County, Texas (E4900-00-004-0011-00)	\$14,500	\$2,595.60
T-375-78-C (68)	Mission CISD vs. Jane Starling	Stewart Place Community Subdivision, Lot 55, 56, 57, 58, 59 and 60, Hidalgo County, Texas (S6200-00-000-0055-00), (S6200-00-000-0056- 00), (S6200-00-000-0057-00), (S6200-00-000- 0058-00), (S6200-00-000-0059-00) and (S6200- 00-000-0060-00)	\$1,400	\$107.64
T-047-90-E (69)	Mission CISD vs. Reynaldo Gonzalez	Tropser Road Subdivision, All of Lot 5 and 6, Block 4, City of Alton, Hidalgo County, Texas (T8000-00-004-0005-00)	\$7,000	\$1,758.90

**HIDALGO COUNTY  
TAX RESALE PROPERTIES  
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T-030-94-B (70)	Mission CISD and City of Mission vs. Pedro Galvan, Jr.	Original - Townsite Mission, The West 60 feet of Lot 11, Block 213, City of Mission, Hidalgo County, Texas (M5200-00-213-0011-05)	\$3,400	\$704.96
T-113-96-A (71)	Mission CISD and City of Mission vs Elbert Lee Jones	Blake Subdivision, Lot 1, Block 1, City of Mission, Hidalgo County, Texas (B3250-00-001-0001-00)	\$6,000	\$990.84
T-725-96-D (72)	Mission CISD and City of Mission vs. Elizabeth L. Seanz	Original - Townsite Mission, The South 1/2 of Lot 11, Block 71, City of Mission, Hidalgo County, Texas (M5200-00-071-0011-10)	\$2,700	\$71.20
T-003-98-C and T-397-98-E (73)	Mission CISD, City of Mission and United Irrigation District vs. Librado Ramirez and Humberto Ramirez	West Addition to Sharyland Subdivision, North 2.00 acres the West 2.87 acres of the North 10.81 acres, lying East of and adjoining main canal of United Irrigation Co. & South Canal, out Lot 28-4, City of Mission, Hidalgo County, Texas (W0100-00-028-0004-00)	\$500	\$0.00
		West Addition to Sharyland Subdivision, South 0.87 acres the West 2.87 acres of the North 10.81 acres, lying East of and adjoining main canal of United Irrigation Co. & South Canal, out Lot 28-4, City of Mission, Hidalgo County, Texas (W0100-00-028-0004-09)		
T-415-98-B (74)	Mission CISD, City of Mission and United Irrigation District vs. W. B. Langford	Original - Townsite Mission, All of the West 2/3 of Lots 4, 5, 6 and the West 100 feet of Lot 3, Block 213. City of Mission, Hidalgo County, Texas (M5200-00-213-0004-00)	\$5,000	\$904.46
T-551-99-E (75)	Mission CISD, City of Mission vs. Gustavo G. Garcia	Freeway Subdivision, Unit 5, Lot 45, City of Mission, Hidalgo County, Texas (F6750-05-000-0045-00)	\$5,000	\$642.39

HIDALGO COUNTY  
TAX RESALE PROPERTIES  
MARCH 2009

T-1167-03-F (76)	Mission CISD vs. Velma Lee G. Tapia	West Addition to Sharyland Subdivision, A tract of land out of the South 8.60 acres of Lot 43-5, containing 0.40 arce, more less according to the plat recorded in Volume 1, page 56 of the map records of Hidalgo Count, Texas (W0100-00-043 0005-04)	\$6,500	\$1,440.32
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AI-17228

10.D.

**Permission to meet in front of courthouse for gathering  
CC REGULAR**

**Date:** 09/01/2009  
**Submitted By:** Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE  
**Department:** COMMISSIONERS' COURT EXEC. OFFICE  
**Agenda Category:** Comm. Court Executive Office

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**Information**

**CAPTION**

Requesting permission to gather in front of courthouse designated area on September 11, 2009 as part of Awakening America Alliance

**BACKGROUND**

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**Fiscal Impact**

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**Attachments**

Link: [request](#)

Link: [letter](#)

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**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/28/2009 03:32 PM	APRV
2	Auditor's Office		08/28/2009 06:08 PM	NEW

Form Started By: Monica Badillo  
Started On: 08/28/2009 01:53 PM  
Final Approval Date: 08/28/2009

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**Monica Badillo**

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**From:** sparrale@mcallenisd.net  
**Sent:** Thursday, August 20, 2009 4:24 PM  
**To:** monica.badillo@co.hidalgo.tx.us  
**Cc:** pastordarylmiller@yahoo.com  
**Subject:** September 11, 2009  
**Attachments:** September 10.doc

Hi Monica, I just spoke to you on the phone and this is the information on requesting to meet in front of the courthouse. Also this year we would like to invite more people to come and pray with us as well. If you have any questions please call me at your convenience.

Respectfully,  
Sarah Parrales

August 20, 2009

Mr. Valde Guerra

Commissioner's Court  
Executive Officer  
Attention: Valde Guerra

Dear Mr. Guerra:  
9/11/09 Prayer for Our Nation

We would like permission to gather in front of the County Courthouse at 12:00-1:00 pm. On September 11, 2009 Thursday solely for the purpose of prayer we are not part of a group, however if permission is granted we would like to start gathering as part of Awakening America Alliance which is an alliance to (Cry out America). If you would like more information there is a website provided [www.awakeningamerica.com](http://www.awakeningamerica.com). However this year we will meet with the Pastor Daryl Miller of Maranatha Baptist Church and a real small group of people as I am just learning that there are 350 county courthouses around the country that allow for this alliance to meet on 9/11 to get on our knees and pray for the nation. If you have any questions please contact me on my cell phone (956)393-7383 or at home (956) 583-0393.

Respectfully,

Sarah Parrales

AI-17239

10.E.

**Payment Status Regarding Clean Air Solutions Vendor Number 347647  
CC REGULAR**

**Date:** 09/01/2009  
**Submitted By:** Rey Salazar, BUDGET & MANAGEMENT  
**Department:** BUDGET & MANAGEMENT  
**Agenda Category:** Comm. Court Executive Office

**Information**

**CAPTION**

Presentation for discussion and consideration regarding pending and/or outstanding payment balances with Clean Air Solutions (Vendor Number 347647) for various projects.

**BACKGROUND**

**Fiscal Impact**

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

**BUDGETARY IMPACT:**

All Projects are currently funded with PO#'s 617575 / 617131 / 617916 / 617914 / 613512 / 620653 / 617917 / 617912 / 617915 / 617913 / 625315 / 625314 / 625155

**Attachments**

*No file(s) attached.*

**Form Routing/Status**

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Budget & Management	Erika Zamora	08/28/2009 05:02 PM	APRV
2	Sergio Cruz		08/28/2009 06:08 PM	NEW
Form Started By: Rey Salazar			Started On: 08/28/2009 04:52 PM	
Final Approval Date: 08/28/2009				



**Buildings & Ground Organizational realignment  
CC REGULAR**

**Date:** 09/01/2009  
**Submitted By:** Sylvia Solis, BUDGET & MANAGEMENT  
**Submitted For:** Raul Silguero  
**Department:** BUDGET & MANAGEMENT

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

**Information**

**CAPTION**

Buildings & Grounds Organizational Realignment:

1. Discussion, consideration and approval to change the Organizational Title of the Buildings and Grounds Department to the Facilities Management Department to include three (3) Operational Divisions:
  - a. Building Maintenance Division
  - b. Infrastructure Systems Division
  - c. Operations Division
  
2. Approval to reclassify the following positions, effective 09/01/09. Reviewed and recommended as per section 3.22 of the Civil Service Commission Rules.

Slot No.	Current Position Title	Proposed Position Title	Current Budgeted Salary	Proposed Budgeted Salary
0001	Buildings & Grounds Director	Building Maintenance Manager	\$63,882.00	Same
0002	Executive Assistant	Operations Office Manager	\$44,491.00	Same

3. Approval to delete one (1) regular full-time General Foreman position, slot #0003, budgeted salary \$51,975.00.
4. Approval to create one (1) regular full-time Infrastructure Systems Manager position, slot #0090, budgeted salary \$65,000.00.
5. Approval to create one (1) regular full-time Support Services Supervisor position, slot #0091, budgeted salary \$43,050.00 and transfer employee no. 148679 from DBM to Facilities Management Department, effective 09/01/09.
6. Approval of 2009 interdepartmental transfer.
7. Approval of revised salary schedule

**BACKGROUND**

**Fiscal Impact**

**FISCAL YEAR:** 2009    **ACCT. #:** 9-1100-41X-X0-XXX-00X-0-XXX  
**FUNDS AVAILABLE Y/N?:** Y                                      **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Funds available, pending interdepartmental transfer.

## Attachments

Link: [Job Descriptions](#)

Link: [org chart](#)

Link: [Facilities Management Dept.](#)

Link: [PARs](#)

Link: [Reclassification Forms](#)

Link: [Fiscal Note](#)

Link: [Interdept. transfer](#)

Link: [Revised salary schedule](#)

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### Form Routing/Status

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Sylvia Solis	Sylvia Solis	08/28/2009 01:07 PM	APRV
2	Budget & Management	Erika Zamora	08/28/2009 01:12 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	08/28/2009 04:55 PM	APRV
4	Auditor's Office		08/28/2009 06:08 PM	NEW

Form Started By: Sylvia Solis  
Started On: 08/25/2009 02:13 PM

Final Approval Date: 08/28/2009

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## HIDALGO COUNTY

## Facilities Management Department

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**JOB TITLE:** Building Maintenance Manager
**FLSA STATUS:**

EXEMPT

**DEPARTMENT:** 220**CIVIL SERVICE STATUS:** NON-EXEMPT

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**GENERAL JOB DESCRIPTION:**

The Building Maintenance Manager oversees and directs the Building Maintenance Division of the Facilities Management Department. The Manager is responsible for the overall cleanliness, and the neat appearance of all County buildings, including the County Courthouse. The Manager is also responsible for ground maintenance and the landscaping of all county buildings and property. Performs advanced and complex (senior-level) building maintenance planning and scheduling tasks. Work involves supervising custodial staff, scheduling, assigning and inspecting work and tasks performed by custodial units, and requisitioning required supplies and equipment. The Manager works under limited supervision with extensive latitude for the use of initiative and independent judgment.

**EXAMPLES OF WORK PERFORMED:**

1. Manages and directs the Building Maintenance Division staff in the performance of their duties;
2. Manages the performance of general custodial functions such as sweeping, mopping, and dusting; the cleaning of office furniture, walls, windows, and floors; and the emptying of trash;
3. Plans, schedules, and implements periodic major maintenance of all county building flooring;
4. Coordinates the inspection of buildings for cleanliness, completed work, and needed repairs;
5. Coordinates the requisition and distribution of supplies and equipment, and maintains records of supplies needed and used;
6. Manages staff regarding job, workload, and job priorities;
7. Coordinates work assignments with other departments to ensure efficient and effective use of all resources;
8. Coordinates and oversees cleaning, maintenance, and minor construction projects;
9. Reviews and maintains reports of work activities;
10. Prepares reports on functions of Building Maintenance Division;
11. Maintains records related to inspections, maintenance, personnel records, and budget.
12. Interviews and selects custodial and other assigned staff positions;
13. Prepares budgets for staff, equipment, and supplies;
14. Plans, assigns, and/or supervises the work of others;

NEW

15. Performs related work as assigned.

**MINIMUM QUALIFICATIONS:**

A bachelor's degree from an accredited college or university in business administration, public administration, facility management, or related field and five (5) years experience of increasingly responsible experience in the management of building facilities management, of which at least two (2) years of which shall have been managing staff and with responsibility for division budget planning and administration is required. Additional experience may be substituted for the required education with a maximum substitution of two (2) years.

**CERTIFICATES, LICENSES, REGISTRATIONS:**

1. Must possess a valid Texas Motor Vehicle Operator's License;
2. Must be able to be insured by the County's insurance carrier.

**OTHER SKILLS, KNOWLEDGE, AND ABILITIES:**

1. Knowledge of cleaning techniques and procedures, of inventory control principles and methods, and of safety and infection-control regulations and procedures.
2. Skill in the use of custodial materials and chemicals and in the operation and maintenance of custodial equipment.
3. Ability to inspect work areas; to plan, organize, and coordinate work projects; to prepare operating budgets; and to plan, assign, and/or supervise the work of others.

**PHYSICAL DEMANDS:**

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

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

The employee must occasionally lift and/or move up to twenty-five (25) pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

**WORK ENVIRONMENT:**

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

The noise level in the work environment is usually moderate.

**SAFETY REQUIREMENTS:**

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

1. Sitting for extended periods of time
2. Operating assigned equipment

Maintain mental capacity which permits:

1. Making sound decisions and using good judgment
2. Demonstrating intellectual capabilities

Effectively handle work environments and conditions which involve;

1. Working closely with others
2. Working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

1. Making observations
2. Reading and writing
3. Operating assigned equipment
4. Communicating with others

**ACCIDENT PREVENTION PROGRAM:**

Employee is required to follow all County and departmental safety regulations.

NEW

## HIDALGO COUNTY

### Facilities Management Department

---

**JOB TITLE:** OPERATIONS OFFICE MANAGER      **FLSA STATUS:** ~~NON~~-EXEMPT

**DEPARTMENT:** 220      **CIVIL SERVICE STATUS:** NON-EXEMPT

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#### **GENERAL JOB DESCRIPTION:**

The Operations Office Manager performs advanced (senior-level) work coordinating and overseeing high-level administrative operations of the Facilities Management Department. May assign and/or supervise the work of others. Performs advanced clerical work in areas such as budget management, bookkeeping, inventory control, statistics, employment, human resources, purchasing, and accounting. The Manager is responsible for providing office management services to the Facilities Management Department including overseeing office services and efficiency, supervising Operations Division office staff and maintaining office records for the Facilities Management Department. The Manager works under limited supervision with considerable latitude for the use of initiative and independent judgment.

#### **EXAMPLES OF WORK PERFORMED:**

1. Manages and directs the Operations Division staff in the performance of their duties;
2. Oversees the planning, execution, and reporting of department administrative functions;
3. Develops administrative procedures, standards, and methods;
4. Coordinates work assignments with other County departments to ensure efficient and effective use of all resources;
5. Reviews and maintains reports of work activities;
6. Prepares reports on functions of the Operations Division;
7. Maintains records related to personnel records and budget;
8. Interviews and selects assigned staff positions;
9. Prepares budgets for staff, equipment, and supplies;
10. Organizes office operations and procedures;
11. Supervises Operations Division office staff;
12. Performs related work as assigned

#### **MINIMUM QUALIFICATIONS:**

A bachelor's degree from an accredited college or university in business administration, public administration, management, or related field and five (5) years experience of increasingly responsible experience in office management, of which at least two (2) years shall have been managing staff and with responsibility for division budget and planning. Additional experience may be substituted for the required education with a maximum substitution of two (2) years.

NEW

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

**CERTIFICATES, LICENSES, REGISTRATIONS:**

- Must possess a valid Texas Motor Vehicle Operator's License;
- Must be able to be insured by the County's insurance carrier.

**OTHER SKILLS, KNOWLEDGE, AND ABILITIES:**

1. Knowledge of office practices and administrative procedures.
2. Skill in standard office equipment and software.
3. Ability to implement administrative procedures and to evaluate their effectiveness.
4. Ability to interpret rules, regulations, policies, and procedures.
5. Ability to communicate effectively, to train others, and to supervise the work of others.

**PHYSICAL DEMANDS:**

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

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

The employee must occasionally lift and/or move up to twenty-five (25) pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

**WORK ENVIRONMENT:**

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

The noise level in the work environment is usually moderate.

**SAFETY REQUIREMENTS:**

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- Sitting for extended periods of time

NEW

- Operating assigned equipment

Maintain mental capacity which permits:

- Making sound decisions and using good judgment
- Demonstrating intellectual capabilities

Effectively handle work environments and conditions which involve;

- Working closely with others
- Working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- Making observations
- Reading and writing
- Operating assigned equipment
- Communicating with others

**ACCIDENT PREVENTION PROGRAM:**

Employee is required to follow all County and departmental safety regulations.



# HIDALGO COUNTY

NEW

## Facilities Management Department

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**JOB TITLE:** Infrastructure Systems Manager

**FLSA STATUS:**

EXEMPT

**DEPARTMENT:** 220

**CIVIL SERVICE STATUS:** NON-EXEMPT

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### **GENERAL JOB DESCRIPTION:**

Oversees the Infrastructure Systems Division of the Facilities Management Department. The Manger is responsible for the overall preventative maintenance of critical building infrastructure systems, and for overseeing all construction, repairs and renovations for County buildings. Performs highly advanced (senior-level) supervisory maintenance and construction work. Work involves overseeing maintenance and construction staff; scheduling and assigning work; requisitioning materials and supplies; estimating work hours and materials required for projects; and coordinating activities with contractors and management. Plans, assigns, and/or supervises the work of others. Works under minimal supervision, with extensive latitude for the use of initiative and independent judgment.

### **EXAMPLES OF WORK PERFORMED:**

1. Manages and directs the Infrastructure Systems Division staff in the performance of their duties;
2. Oversees and assigns work to maintenance and construction staff;
3. Oversees and schedules preventative maintenance programs;
4. Oversees the preparation of or prepares estimates of work hours, materials, and resources required for projects;
5. Oversees the preparation of or prepares reports and maintains records of repair.
6. Schedules and inspects completed work including buildings, equipment, and grounds; and reports inspection findings to staff and management;
7. Confers with staff regarding job, workload, and job priorities;
8. Coordinates work assignments with other supervisors to ensure efficient and effective use of all resources;
9. Coordinates work of outside contractors and advises management on specifics of proposed or ongoing projects;
10. Approves and initiates requisitions for materials and supplies;
11. Prepares reports on functions of Infrastructure Systems Division;
12. Maintains records of repairs;
13. Prepares instructions for machinery operators;
14. May administer proficiency tests;
15. May prepare budget requests;
16. May participate in planning programs involving physical plant, grounds, or service industries;

17. Plans, assigns, and/or supervises the work of others;
18. Performs related work as assigned.

NEW

**MINIMUM QUALIFICATIONS:**

A bachelor's degree from an accredited college or university in engineering, construction, or related field and five (5) years experience of increasingly responsible experience in overseeing building infrastructure maintenance, repairs and renovations, of which at least two (2) years shall have been managing staff and with responsibility for division budget planning and administration. Additional experience may be substituted for the required education with a maximum substitution of two (2) years.

**CERTIFICATES, LICENSES, REGISTRATIONS:**

- Must possess a valid Texas Motor Vehicle Operator's License;
- Must be able to be insured by the County's insurance carrier.

**OTHER SKILLS, KNOWLEDGE, AND ABILITIES:**

1. Knowledge of building and ground maintenance; of construction techniques; of plumbing and heating systems; of electrical systems; of fire and safety regulations and procedures; of painting, carpentry, and welding techniques; of steel fabrication; and of local building codes.
2. Skill in the use of tools and equipment; and in troubleshooting causes for maintenance issues.
3. Ability to interpret blueprints, drawings, and specifications; to develop effective work methods; to organize preventative maintenance programs; to estimate work hours and plan work schedules; to plan, assign, and/or supervise the work of others.

**PHYSICAL DEMANDS:**

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

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

The employee must occasionally lift and/or move up to twenty-five (25) pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.



NEW

**WORK ENVIRONMENT:**

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

The noise level in the work environment is usually moderate.

**SAFETY REQUIREMENTS:**

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- Sitting for extended periods of time
- Operating assigned equipment

Maintain mental capacity which permits:

- Making sound decisions and using good judgment
- Demonstrating intellectual capabilities

Effectively handle work environments and conditions which involve;

- Working closely with others
- Working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- Making observations
- Reading and writing
- Operating assigned equipment
- Communicating with others

**ACCIDENT PREVENTION PROGRAM:**

Employee is required to follow all County and departmental safety regulations.

HIDALGO COUNTY

NEW

Facilities Management Department

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JOB TITLE: SUPPORT SERVICES SUPERVISOR      FLSA STATUS:      NON-EXEMPT  
DEPARTMENT: *JFO*      CIVIL SERVICE STATUS: NON-EXEMPT

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**GENERAL JOB DESCRIPTION:**

This classification level provides administrative support requiring independent decision making and complex reporting in support of departmental functions. Under the direction of the Operations Office Manager, is responsible for overseeing the management and reporting of all Facilities Management Department functions, including but not limited to work orders, job requests, and preventative maintenance schedules. Responsible for reporting to the Operations Office Manager on workload, schedules, and trends.

**EXAMPLES OF WORK PERFORMED:**

1. Oversees the data input, tracking, scheduling, assigning, and reporting of all Facilities Management Department functions;
2. Establishes and maintains a computerized maintenance work order management system for all work orders, job requests and preventative maintenance schedules;
3. Prepares reports on all activities related to departmental functions, including work orders, job requests, and preventative maintenance;
4. Maintains data on workload, schedules, and trends;
5. Responsible for departmental equipment inventory control;
6. Supervises staff as assigned;
7. Performs related work as assigned.

**MINIMUM QUALIFICATIONS:**

Graduation from an accredited four-year college or university with major course work in Business Administration, or related field. Experience in administrative support work related to accounting, bookkeeping, or office management. Experience and education may be substituted for one another.

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

**CERTIFICATES, LICENSES, REGISTRATIONS:**

- Must possess a valid Texas Motor Vehicle Operator’s License;



- Must be able to be insured by the County's insurance carrier.

NEW

### **OTHER SKILLS, KNOWLEDGE, AND ABILITIES:**

1. Knowledge of office practices and administrative procedures.
2. Skill in standard office equipment and software.
3. Ability to implement administrative procedures and to evaluate their effectiveness.
4. Ability to interpret rules, regulations, policies, and procedures.
5. Ability to communicate effectively, to train others, and to supervise the work of others.

### **PHYSICAL DEMANDS:**

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

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

The employee must occasionally lift and/or move up to twenty-five (25) pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

### **WORK ENVIRONMENT:**

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

The noise level in the work environment is usually moderate.

### **SAFETY REQUIREMENTS:**

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- Sitting for extended periods of time
- Operating assigned equipment

Maintain mental capacity which permits:

- Making sound decisions and using good judgment
- Demonstrating intellectual capabilities

Effectively handle work environments and conditions which involve;

- Working closely with others

NEW

- Working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- Making observations
- Reading and writing
- Operating assigned equipment
- Communicating with others

**ACCIDENT PREVENTION PROGRAM:**

Employee is required to follow all County and departmental safety regulations.

**HIDALGO COUNTY  
BUILDINGS & GROUNDS DEPARTMENT**

<b>Job Title:</b>	<b>Executive Assistant</b>	<b>FLSA Status:</b>	<b>Exempt</b>
<b>Dept No:</b>	<b>220-001</b>	<b>Service Status:</b>	<b>Non-Exempt</b>

**SUMMARY:**

This is a highly confidential position that requires decision-making and county policy implementation. Provides administrative and organizational support to the Buildings and Grounds Director including researching data and producing reports on various department concerns/activities. Acts in the capacity of a supervisor, coordinating activities and reports, addressing personnel concerns, receiving inquiries and work orders from county departments, and representing the Department Head at meetings/trainings as directed.

**QUALIFICATION REQUIREMENTS:**

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

**EDUCATION and/or EXPERIENCE**

- High School Diploma or GED;
- Must have at least five (5) years of experience working in a professional, administrative capacity;

**CERTIFICATES, LICENSES, REGISTRATIONS**

- Employee must have a current valid Texas Motor Vehicle Operator's License;
- Must be able to be insured by the County's Insurance carrier;

**OTHER SKILLS AND ABILITIES**

- Employee may be assigned other duties; duties may change according to the changing needs of the County;

**PHYSICAL DEMANDS:**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job;

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

The employee must occasionally lift and/or move over fifty (50) pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus;

**WORK ENVIRONMENT:**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job;

The noise level in the work environment is usually moderate;

**SAFETY REQUIREMENTS:**

Maintain physical condition appropriate to the performance of assigned duties and responsibilities, which may include the following:

- sitting for extended periods of time;
- operating assigned equipment;

Maintain mental capacity, which permits:

- making sound decisions and using good judgment;
- handling financial affairs effectively and honestly;
- maintaining confidentiality;
- demonstrating intellectual capabilities;

Effectively handle a work environment and conditions, which involve:

- working closely with others;
- working in a multi-task environment;

Maintain effective audio-visual discrimination and perception needed for:

- making observations;
- reading and writing;
- operating assigned equipment;
- communicating with others;

**ACCIDENT PREVENTION PROGRAM:**

Required to follow all departments' safety regulations;



01D

## HIDALGO COUNTY COMMISSIONERS COURT

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<b>Job Title:</b>	Building and Grounds Director	<b>FLSA Status:</b>	Exempt
<b>Dept No:</b>	220-001	<b>Service Status:</b>	Exempt

---

**SUMMARY:**

The Hidalgo County Building and Grounds Director will direct activities of workers engaged in operating and maintaining and repairing physical structures and equipment in all county buildings; and for the implementation of an operations and maintenance program in the Building and Grounds and Minor Structures Department.

The Building and Grounds Director is appointed by and serves at the will of the Hidalgo County Commissioners' Court.

**ESSENTIAL DUTIES AND RESPONSIBILITIES:**

- Oversees the operation and maintenance of building, grounds and related support services;
- Implements preventative maintenance, equipment replacement and energy conservation programs;
- Inspects facilities and equipment to determine need and extent of services, equipments required, and type and number of operation and maintenance personnel needed;
- Assigns workers to duties such as maintenance, repair, or renovation and obtains bids for additional work from outside contractors and inspects completed work for conformance to blueprints, specifications and standards;
- Directs contracted projects to verify adherence to specifications;
- Oversee purchases of building and maintenance supplies, machinery, equipment and furniture;
- Plans and administers building department budget;
- Compiles records of labor and material costs for operating budget, and studies production schedules and estimates worker hour requirements for completion of job assignment, and may obtain advice from engineering consultants;
- Conducts quarterly maintenance inspections of each county-owned facility. Provides a summary of maintenance recommendations to Commissioners' Court;
- Evaluates long term needs in relation of major projects and property improvements and develops a five-year plan outline same in cooperation with consultants;
- Provides staff training in a variety of safety and maintenance topics;
- Conducts safety inspections and related training;
- Selects, trains, evaluates and supervises assigned staff;
- Performs other duties as assigned;

01D

**QUALIFICATION REQUIREMENTS:**

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

1. Broad background and knowledge in building maintenance and repair, building codes and regulation and project oversight.
2. Ability to manage multiple projects in an environment of rapid growth and change.
3. Good communication and interpersonal skills.

**EDUCATION and/or EXPERIENCE**

- Minimum of Associates Degree in Architecture or Engineering and/or eight (8) years experience in construction, management or related field with four (4) years as a supervisor required.

**CERTIFICATES, LICENSES, REGISTRATIONS**

- Employee must have a current valid Texas Motor Vehicle Operator's License;
- Must be able to be insured by the County's Insurance carrier;

**OTHER SKILLS AND ABILITIES**

- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County;

**PHYSICAL DEMANDS:**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job;

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

The employee must occasionally lift and/or move over fifty (50) pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus;

**WORK ENVIRONMENT:**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job;

The noise level in the work environment is usually moderate;

**SAFETY REQUIREMENTS:**

Maintain physical condition appropriate to the performance of assigned duties and responsibilities, which may include the following:

- sitting for extended periods of time;
- operating assigned equipment;

Maintain mental capacity, which permits:

- making sound decisions and using good judgment;
- handling financial affairs effectively and honestly;
- maintaining confidentiality;
- demonstrating intellectual capabilities;

Effectively handle a work environment and conditions, which involve:

- working closely with others;
- working in a multi-task environment;

Maintain effective audio-visual discrimination and perception needed for:

- making observations;
- reading and writing;
- operating assigned equipment;
- communicating with others;

**ACCIDENT PREVENTION PROGRAM:**

Required to follow all departments' safety regulations;



# HIDALGO COUNTY

## Facilities Management Department

Deleted

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**JOB TITLE:** GENERAL FOREMAN

**FLSA STATUS:**

EXEMPT

**DEPARTMENT:** 220

**CIVIL SERVICE STATUS:** NON-EXEMPT

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### **GENERAL JOB DESCRIPTION:**

Primary function is to plan and coordinate daily job assignments and ensure that they are completed in a safe and efficient manner; Supervises, instructs, trains and insures compliance with operating theory, practices, policies and safety standards.

### **EXAMPLES OF WORK PERFORMED:**

1. Plans, coordinates and schedules work for assigned crews;
2. Supervises the proper assignment, maintenance, and repair of equipment as needed;
3. Determines action to be taken in event of emergencies such as machine, equipment, power failure, flood, fire, wind, snow, etc;
4. Advises Supervisor on items needed for annual budget;
5. Coordinates job assignments with employees and other departments as needed;
6. Directs and coordinates activities of personnel;
7. Ensures that assignments are completed and handled in a safe and efficient manner;
8. Operates road right-of-way bridge maintenance equipment;
9. Requires regular contact within the department and with other departments, outside agencies or the general public, supplying or seeking information;
10. Responsible for orienting and training others, and assigning and reviewing their work;
11. May be required to review and evaluate reports, records, logs and graphs;
12. Orders materials and equipment to be used by the department to complete work;
13. Supervises, instructs, trains and insures compliance with operating theory, practices, policies and safety standards;
14. Responsible to meet department productivity and goals;
15. Maintains maintenance of vehicle and/or equipment;
16. Performs related work as assigned.

### **MINIMUM QUALIFICATIONS:**

Five (5) years related experience; Graduation from a high school or equivalent; Vocational or other technical school, certification, training or apprenticeship required beyond high school; Experience and education may be substituted for one another.

### **CERTIFICATES, LICENSES, REGISTRATIONS:**

- Must possess a valid Texas Motor Vehicle Operator's License;

- Must be able to be insured by the County's insurance carrier.

**OTHER SKILLS, KNOWLEDGE, AND ABILITIES:**

Deleted

1. Knowledge of inventory control processes and systems
2. Ability to read and explain applicable laws and regulations
3. Ability to give work assignments and to supervise the work of others
4. Good organizational skills
5. Ability to understand oral and written directions

**PHYSICAL DEMANDS:**

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

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

The employee must occasionally lift and/or move up to twenty-five (25) pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

**WORK ENVIRONMENT:**

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

The noise level in the work environment is usually moderate.

**SAFETY REQUIREMENTS:**

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- Sitting for extended periods of time
- Operating assigned equipment

Maintain mental capacity which permits:

- Making sound decisions and using good judgment
- Demonstrating intellectual capabilities

Effectively handle work environments and conditions which involve;

- Working closely with others
- Working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- Making observations
- Reading and writing
- Operating assigned equipment
- Communicating with others

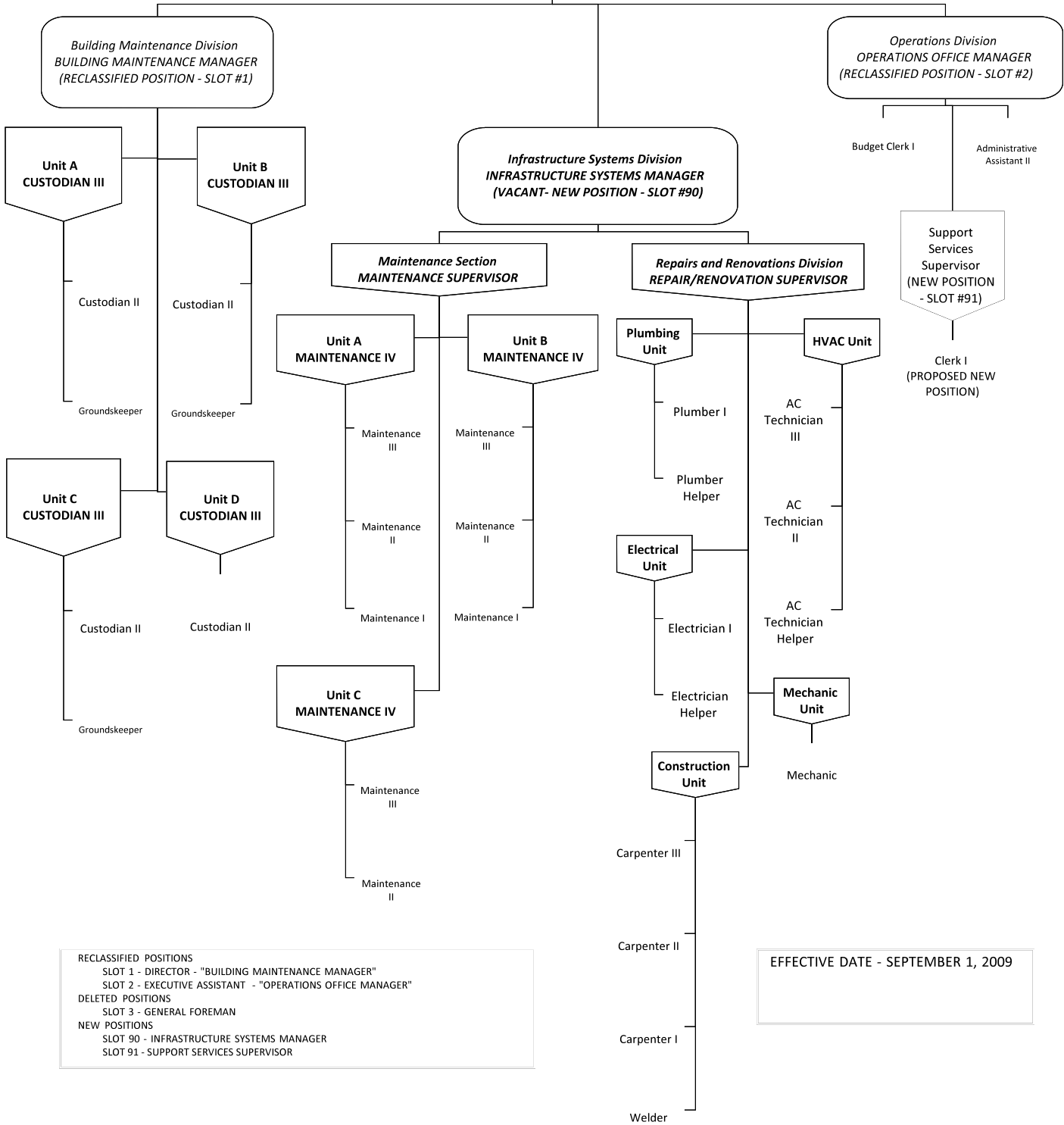
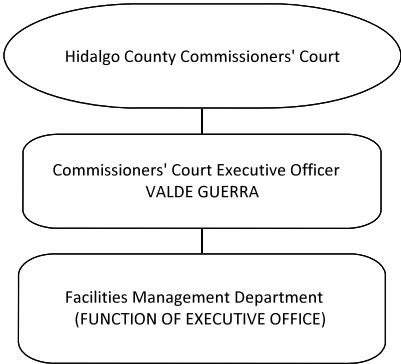
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**ACCIDENT PREVENTION PROGRAM:**

Employee is required to follow all County and departmental safety regulations.

HIDALGO COUNTY

Facilities Management Department  
Organizational Chart



RECLASSIFIED POSITIONS  
 SLOT 1 - DIRECTOR - "BUILDING MAINTENANCE MANAGER"  
 SLOT 2 - EXECUTIVE ASSISTANT - "OPERATIONS OFFICE MANAGER"  
 DELETED POSITIONS  
 SLOT 3 - GENERAL FOREMAN  
 NEW POSITIONS  
 SLOT 90 - INFRASTRUCTURE SYSTEMS MANAGER  
 SLOT 91 - SUPPORT SERVICES SUPERVISOR

EFFECTIVE DATE - SEPTEMBER 1, 2009



## **Hidalgo County Facilities Management Department**

The Hidalgo County Facilities Management department is tasked with the responsibility of the maintenance of infrastructure systems of all County-owned facilities. The Department is divided into three functional divisions:

### **Building Maintenance Division**

The Building Maintenance Division of the Hidalgo County Facilities Management Department provides a safe, clean and well-maintained atmosphere in which to conduct public business, including providing housekeeping, grounds maintenance, landscaping, as well as routine and emergency general custodial services to County offices and buildings. The Building Maintenance Division strives to provide a clean environment in county facilities for customers and employees.

### **Infrastructure Systems Division**

The Infrastructure Systems Division of the Hidalgo County Facilities Management Department is responsible for ensuring that County buildings are kept up to safe standards. The Infrastructure Systems Division ensures the proper preventive maintenance of all building infrastructure systems (HVAC, elevator, plumbing systems, electrical systems, etc), and responds to requests for repairs and renovation.

### **Operations Division**

The Operations Division of the Hidalgo County Facilities Management Department oversees the business operations and customer service aspects of the department, such as work order management, job estimating, and inventory and asset control. The Operations Division also provides departmental, clerical and other administrative support services.





# HIDALGO COUNTY

## Personnel Adjustment Request Form

**DEPARTMENT NAME/NUMBER:**  
Buildings and Grounds (220-001)

**DATE:**  
August 27, 2009

**CURRENT POSITION TITLE:**  
GENERAL FOREMAN

**CURRENT SLOT. #:**  
0003

**REQUESTED POSITION TITLE:**  
N/A

**REQUEST FOR:**

New Position   
  Temporary Position   
  Position Reclassification\*   
  Other DELETION OF POSITION

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

**POSITION SALARY REQUEST:**

Salary Amount:    \$ 51,975.00    Current Budgeted Salary   
 \$ 0.00    Proposed Budgeted Salary   
 \$ (-51,975.00)    Net Change

Position to be funded from one of the following:

Current Department Budget   
  Annual Budget Cycle   
  Will Require Additional Funds  
  
 Other \_\_\_\_\_

**POSITION Type:**

Full Time Employee Object 113    
 Part Time Employee Object 114  \_\_\_\_\_  
 Full Time Temporary Object 121    
 Part Time Temporary Object 122  \$ \_\_\_\_\_  
 Enter hourly rate for temp. positions  
 Hourly Rate \* 2,080 hrs. per year = Annual Salary

**TEMPORARY POSITIONS:**

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)
<b>CIVIL SERVICE:</b>				
Exempt	<input type="checkbox"/>	<b>FLSA:</b>	Exempt	<input checked="" type="checkbox"/>
Non-Exempt	<input checked="" type="checkbox"/>	Non-Exempt	<input type="checkbox"/>	
N/A	<input type="checkbox"/>			

**JUSTIFICATION/PRIORITY:** (Explain why this position or adjustment request is essential)  
TO IMPLEMENT BUILDINGS AND GROUNDS DEPARTMENT ORGANIZATIONAL REALIGNMENT.



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



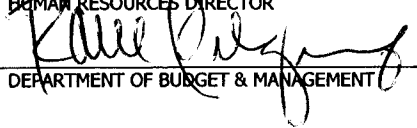
N/A

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

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

**HUMAN RESOURCES:** Classification and Salary Recommendation

**BUDGET & MANAGEMENT:** Classification and Salary Recommendation

- |    |  |                   |                                   |   |
|----|--|-------------------|-----------------------------------|---|
| 1. | <br>VALDE GUERRA<br>DEPARTMENT HEAD   | 8/28/2009<br>DATE | FUNDING AVAILABLE IN DEPT. BUDGET | <input type="checkbox"/> YES <input type="checkbox"/> NO            |
| 2. | <br>HUMAN RESOURCES DIRECTOR          | DATE              | PERSONNEL PROCEDURES COMPLETED    | <input type="checkbox"/> YES <input type="checkbox"/> NO            |
| 3. | <br>DEPARTMENT OF BUDGET & MANAGEMENT | 8/28/2009<br>DATE | BUDGET PROCEDURES COMPLETED       | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |
| 4. | COMMISSIONERS COURT APPROVAL   | DATE              |                                   |   |





# HIDALGO COUNTY

## Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER:  
Buildings and Grounds (220-001)

DATE:  
August 25, 2009

CURRENT POSITION TITLE:  
Director

CURRENT SLOT. #:  
0001

REQUESTED POSITION TITLE:  
Building Maintenance Manager

**REQUEST FOR:**

New Position     Temporary Position     Position Reclassification\*     Other \_\_\_\_\_

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

**POSITION SALARY REQUEST:**

Salary Amount:    \$ 63,882.00    Current Budgeted Salary    \$ 63,882.00    Proposed Budgeted Salary    \$ 0.00    Net Change

Position to be funded from one of the following:

Current Department Budget     Annual Budget Cycle     Will Require Additional Funds

Other \_\_\_\_\_

**POSITION Type:**

Full Time Employee  Object 113    Part Time Employee  Object 114    \_\_\_\_\_

Enter hourly rate for temp. positions

Full Time Temporary  Object 121    Part Time Temporary  Object 122    \$ \_\_\_\_\_  
Hourly Rate \* 2,080 hrs. per year = Annual Salary

**TEMPORARY POSITIONS:**

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)
<b>CIVIL SERVICE:</b>				
Exempt	<input type="checkbox"/>	FLSA:	Exempt	<input checked="" type="checkbox"/>
Non-Exempt	<input checked="" type="checkbox"/>	Non-Exempt		<input type="checkbox"/>
N/A	<input type="checkbox"/>			

**JUSTIFICATION/PRIORITY:** (Explain why this position or adjustment request is essential)  
TO IMPLEMENT BUILDINGS AND GROUNDS DEPARTMENT ORGANIZATIONAL REALIGNMENT.



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

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

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

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**HUMAN RESOURCES:** Classification and Salary Recommendation

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**BUDGET & MANAGEMENT:** Classification and Salary Recommendation

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- |    |                                   |           |                                   |   |
|----|-----------------------------------|-----------|-----------------------------------|---|
| 1. | VALDE GUERRA <i>VG</i>            | 8/25/2009 | FUNDING AVAILABLE IN DEPT. BUDGET | <input type="checkbox"/> YES <input type="checkbox"/> NO            |
|    | DEPARTMENT HEAD                   | DATE      |                                   |   |
| 2. | HUMAN RESOURCES DIRECTOR          | DATE      | PERSONNEL PROCEDURES COMPLETED    | <input type="checkbox"/> YES <input type="checkbox"/> NO            |
|    | HUMAN RESOURCES DIRECTOR          | DATE      |                                   |   |
| 3. | <i>Rene Delgado</i>               | 8/25/2009 | BUDGET PROCEDURES COMPLETED       | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |
|    | DEPARTMENT OF BUDGET & MANAGEMENT | DATE      |                                   |   |
| 4. | COMMISSIONERS COURT APPROVAL      | DATE      |                                   |   |
|    | COMMISSIONERS COURT APPROVAL      | DATE      |                                   |   |







# HIDALGO COUNTY

## Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER:  
Buildings and Grounds (220-001)

DATE:  
August 25, 2009

CURRENT POSITION TITLE:  
Executive Assistant

CURRENT SLOT. #:  
0002

REQUESTED POSITION TITLE:  
Operations Office Manager

**REQUEST FOR:**

New Position     Temporary Position     Position Reclassification\*     Other \_\_\_\_\_

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

**POSITION SALARY REQUEST:**

Salary Amount:    \$ 44,491.00    \$ 44,491.00    \$ 0.00  
Current Budgeted Salary    Proposed Budgeted Salary    Net Change

Position to be funded from one of the following:

Current Department Budget     Annual Budget Cycle     Will Require Additional Funds  
  
 Other \_\_\_\_\_

**POSITION Type:**

Full Time Employee Object 113        Part Time Employee Object 114     \_\_\_\_\_  
Full Time Temporary Object 121        Part Time Temporary Object 122     \_\_\_\_\_  
Enter hourly rate for temp. positions  
\$ \_\_\_\_\_  
Hourly Rate \* 2,080 hrs. per year = Annual Salary

**TEMPORARY POSITIONS:**

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)
CIVIL SERVICE:				
Exempt	<input type="checkbox"/>	FLSA:	Exempt	<input type="checkbox"/>
Non-Exempt	<input checked="" type="checkbox"/>	Non-Exempt	Non-Exempt	<input checked="" type="checkbox"/>
N/A	<input type="checkbox"/>			

**JUSTIFICATION/PRIORITY:** (Explain why this position or adjustment request is essential)  
TO IMPLEMENT BUILDINGS AND GROUNDS DEPARTMENT ORGANIZATIONAL REALIGNMENT.



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

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

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

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**HUMAN RESOURCES:** Classification and Salary Recommendation

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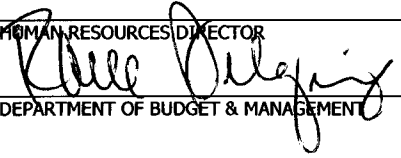
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**BUDGET & MANAGEMENT:** Classification and Salary Recommendation

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- |    |  |           |                                   |   |
|----|--|-----------|-----------------------------------|---|
| 1. | VALDE GUERRA  | 8/28/2009 | FUNDING AVAILABLE IN DEPT. BUDGET | <input type="checkbox"/> YES <input type="checkbox"/> NO            |
|    | DEPARTMENT HEAD  | DATE      |                                   |   |
| 2. | HUMAN RESOURCES DIRECTOR   | DATE      | PERSONNEL PROCEDURES COMPLETED    | <input type="checkbox"/> YES <input type="checkbox"/> NO            |
|    |               | 8/28/2009 |                                   |   |
|    | DEPARTMENT OF BUDGET & MANAGEMENT  | DATE      | BUDGET PROCEDURES COMPLETED       | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |
| 4. | COMMISSIONERS COURT APPROVAL   | DATE      |                                   |   |





# HIDALGO COUNTY

## Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER:  
Buildings and Grounds (220-001)

DATE:  
August 25, 2009

CURRENT POSITION TITLE:  
N/A

CURRENT SLOT. #:  
0091

REQUESTED POSITION TITLE:  
Support Services Supervisor

### REQUEST FOR:

New Position     Temporary Position     Position Reclassification\*     Other \_\_\_\_\_

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

### POSITION SALARY REQUEST:

Salary Amount:    \$ 0.00    Current Budgeted Salary    \$ 43,050.00    Proposed Budgeted Salary    \$ 43,050.00    Net Change

Position to be funded from one of the following:

Current Department Budget     Annual Budget Cycle     Will Require Additional Funds  
 Other \_\_\_\_\_

### POSITION Type:

Full Time Employee Object 113        Part Time Employee Object 114     \_\_\_\_\_  
Full Time Temporary Object 121        Part Time Temporary Object 122        \$ \_\_\_\_\_  
Enter hourly rate for temp. positions  
Hourly Rate \* 2,080 hrs. per year = Annual Salary

### TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)
CIVIL SERVICE:				
Exempt	<input type="checkbox"/>	FLSA:	Exempt	<input type="checkbox"/>
Non-Exempt	<input checked="" type="checkbox"/>	Non-Exempt	Non-Exempt	<input checked="" type="checkbox"/>
N/A	<input type="checkbox"/>			

**JUSTIFICATION/PRIORITY:** (Explain why this position or adjustment request is essential)  
TO IMPLEMENT BUILDINGS AND GROUNDS DEPARTMENT ORGANIZATIONAL REALIGNMENT.



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

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

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

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**HUMAN RESOURCES:** Classification and Salary Recommendation

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**BUDGET & MANAGEMENT:** Classification and Salary Recommendation

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|----|--|--------------------------|-----------------------------------|---|-----------------------------|
| 1. | <u>VALDE GUERRA</u><br>DEPARTMENT HEAD                           | <u>8/28/2009</u><br>DATE | FUNDING AVAILABLE IN DEPT. BUDGET | <input type="checkbox"/> YES            | <input type="checkbox"/> NO |
| 2. | <u>HUMAN RESOURCES DIRECTOR</u>                                  | <u>DATE</u>              | PERSONNEL PROCEDURES COMPLETED    | <input type="checkbox"/> YES            | <input type="checkbox"/> NO |
| 3. | <u>Renee D. [Signature]</u><br>DEPARTMENT OF BUDGET & MANAGEMENT | <u>8/28/2009</u><br>DATE | BUDGET PROCEDURES COMPLETED       | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |
| 4. | COMMISSIONERS COURT APPROVAL                                     | DATE                     |                                   |   |                             |







# HIDALGO COUNTY

## Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER:  
Buildings and Grounds (220-001)

DATE:  
August 25, 2009

CURRENT POSITION TITLE:  
N/A

CURRENT SLOT. #:  
0090

REQUESTED POSITION TITLE:  
Infrastructure Systems Manager

### REQUEST FOR:

New Position     Temporary Position     Position Reclassification\*     Other \_\_\_\_\_

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

### POSITION SALARY REQUEST:

Salary Amount:    \$ 0.00    Current Budgeted Salary    \$ 65,000.00    Proposed Budgeted Salary    \$ 65,000.00    Net Change

Position to be funded from one of the following:

Current Department Budget     Annual Budget Cycle     Will Require Additional Funds  
  
 Other \_\_\_\_\_

### POSITION Type:

Full Time Employee Object 113        Part Time Employee Object 114      
Full Time Temporary Object 121        Part Time Temporary Object 122        \$ \_\_\_\_\_  
Enter hourly rate for temp. positions  
Hourly Rate \* 2,080 hrs. per year = Annual Salary

### TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)
CIVIL SERVICE:				
Exempt	<input type="checkbox"/>	FLSA:	Exempt	<input checked="" type="checkbox"/>
Non-Exempt	<input checked="" type="checkbox"/>	Non-Exempt		<input type="checkbox"/>
N/A	<input type="checkbox"/>			

**JUSTIFICATION/PRIORITY:** (Explain why this position or adjustment request is essential)  
TO IMPLEMENT BUILDINGS AND GROUNDS DEPARTMENT ORGANIZATIONAL REALIGNMENT.

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

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

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

**HUMAN RESOURCES:** Classification and Salary Recommendation

**BUDGET & MANAGEMENT:** Classification and Salary Recommendation

- |    |   |                          |                                   |   |                             |
|----|---|--------------------------|-----------------------------------|---|-----------------------------|
| 1. | <u>VALE GUERRA (RS)</u><br>DEPARTMENT HEAD              | <u>8/28/2009</u><br>DATE | FUNDING AVAILABLE IN DEPT. BUDGET | <input type="checkbox"/> YES            | <input type="checkbox"/> NO |
| 2. | <u>[Signature]</u><br>HUMAN RESOURCES DIRECTOR          | <u>8/28/2009</u><br>DATE | PERSONNEL PROCEDURES COMPLETED    | <input type="checkbox"/> YES            | <input type="checkbox"/> NO |
| 3. | <u>[Signature]</u><br>DEPARTMENT OF BUDGET & MANAGEMENT | <u>8/28/2009</u><br>DATE | BUDGET PROCEDURES COMPLETED       | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |
| 4. | COMMISSIONERS COURT APPROVAL                            | DATE                     |                                   |   |                             |



# HIDALGO COUNTY

## RECLASSIFICATION COMMITTEE ADJUSTMENT RECOMMENDATION FORM

DEPARTMENT NAME: **GENERAL GOV'T BUILDING**

REQUEST DATE: **08/25/09**

DEPARTMENT NUMBER: **220**

PROGRAM NUMBER: **001**

CURRENT SLOT #: **0002**

### DEPARTMENT RECLASSIFICATION REQUEST

CURRENT:

EXECUTIVE ASSISTANT

\$44,491.00

Classification/Position Title

Pay Grade/Salary

REQUESTED ADJUSTMENT:

OPERATIONS OFFICE MANAGER

\$44,491.00

Classification/Position Title

Pay Grade/Salary

### COMMITTEE RECOMMENDATION

OPERATIONS OFFICE MANAGER

\$44,491.00

Classification/Position Title

Pay Grade/Salary

COMMENTS:

RECOMMENDS APPROVAL

### SIGNATURES

Human Resources Representative

Norma B. Garcia

County Treasurer Representative

Raul Delgado

Budget & Management Representative

Date

08/28/09

Date

8/28/2009

Date



# HIDALGO COUNTY

## RECLASSIFICATION COMMITTEE ADJUSTMENT RECOMMENDATION FORM

DEPARTMENT NAME: **GENERAL GOV'T BUILDING**

REQUEST DATE: **08/25/09**

DEPARTMENT NUMBER: **220**

PROGRAM NUMBER: **001**

CURRENT SLOT #: **0001**

### DEPARTMENT RECLASSIFICATION REQUEST

CURRENT:

DIRECTOR

Classification/Position Title

\$63,882.00

Pay Grade/Salary

REQUESTED ADJUSTMENT:

BUILDING MAINTENANCE MANAGER

Classification/Position Title

\$63,882.00

Pay Grade/Salary

### COMMITTEE RECOMMENDATION

BUILDING MAINTENANCE MANAGER

Classification/Position Title

\$63,882.00

Pay Grade/Salary

COMMENTS:

RECOMMEND APPROVAL

### SIGNATURES

Human Resources Representative

Norma G. Garcia

County Treasurer Representative

Raul Delgado

Budget & Management Representative

Date

08/28/09

Date

8/25/09

Date

**Hidalgo County**  
**Department of Budget & Management**  
**FISCAL NOTE**

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

To: Commissioner' Court  
 From: Raul Silguero Jr., Budget Officer  
 CC Date: Tuesday, September 01, 2009

Agenda Item: 17139

**Summary of request/proposal:**

**Buildings & Grounds department is requesting approval to reclassify slot no. 0001 from Director to Building Maintenance Manager; slot no. 0002 from Executive Assistant to Operations Office Manager, budgeted salary remains the same respectively. Also, requesting the approval to delete one (1) regular full-time General Foreman position, slot #0003, budgeted salary \$51,975.00; create one (1) regular full-time Infrastructure Systems Manager position, slot #0090, budgeted salary \$65,000.00; and create one (1) regular full-time Support Services Supervisor position, slot #0091, budgeted salary \$43,050.00 and transfer employee no. 148679 from DBM to Facilities Management Department.**

Fund	Current Position	New Position	Slot#	Obj	Current Budgeted Salary	Adjustment/ Salary Requested	Total Adjustment/ Salary Requested
1100	Director	Building Maintenance Manager	0001	112	63,882.00	63,882.00	0.00
1100	Executive Assistant	Operations Office Manager	0002	113	44,491.00	44,491.00	0.00
1100		General Foreman	0003	113	51,975.00	(51,975.00)	(51,975.00)
1100		Infrastructure Sys. Manager	0090	113	0.00	65,000.00	65,000.00
1100		Support Services Supervisor	0091	113	0.00	43,050.00	43,050.00
							<b>56,075.00</b>

**Budgetary Impact:**

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
9-1100-419-40-220-001-0 113	BUILDINGS & GROUNDS - REG F/T EMPLOYEES	\$18,906.51
9-1100-419-40-220-001-0 211	BUILDINGS & GROUNDS - HEALTH INSURANCE	\$1,403.95
9-1100-419-40-220-001-0 212	BUILDINGS & GROUNDS - LIFE INSURANCE	\$9.10
9-1100-419-40-220-001-0 220	BUILDINGS & GROUNDS - FICA	\$1,446.35
9-1100-419-40-220-001-0 230	BUILDINGS & GROUNDS - RETIREMENT	\$1,705.37
9-1100-419-40-220-001-0 250	BUILDINGS & GROUNDS - UNEMPLOYMENT COMP	\$94.53
9-1100-419-40-220-001-0 260	BUILDINGS & GROUNDS - WORKER'S COMP	\$18.91
<b>2009 Budgetary Impact</b>		<b>\$23,584.72</b>

**2010 Budgetary Impact: \$69,950.17**

**Possible Funding Sources:**

**Co. Wide Contingency (1100)**

**Budget Office Recommendation:**


DATE: August 27, 2009

DEPARTMENT HEAD: Raul Silguero, Jr.

**2009**  
Transfer



DEPARTMENT NAME: Dept. of Budget & Mgmt for  
General Gov't Building

ACCOUNT NUMBER: 9-1100-41X-X0-XXX-00X-0-XXX

CONTACT PERSON: Sylvia V. Solis PHONE: (956) 292-7025 Ext. 5423

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
<b>FROM</b>				
9-1100-415-00-115-002-0-	899	CO WIDE ADM -	CONTINGENCY	24,000.00
<b>TO</b>				
9-1100-419-40-220-001-0	113	BUILDINGS & GROUNDS -	REG F/T EMPLOYEES	19,340.70
9-1100-419-40-220-001-0	211	BUILDINGS & GROUNDS -	HEALTH INSURANCE	1,403.95
9-1100-419-40-220-001-0	212	BUILDINGS & GROUNDS -	LIFE INSURANCE	9.10
9-1100-419-40-220-001-0	220	BUILDINGS & GROUNDS -	FICA	1,446.35
9-1100-419-40-220-001-0	230	BUILDINGS & GROUNDS -	RETIREMENT	1,705.37
9-1100-419-40-220-001-0	250	BUILDINGS & GROUNDS -	UNEMPLOYMENT COMP	94.53
<b>TOTAL BUDGET INCREASE (DECREASE)</b>				<b>0.00</b>

REASON:

**Interdepartmental transfer to fund the prorated salary and related fringes for the Infastructure System Manager position (slot # 0090) and Support Services Supervisor position (slot # 0091).**

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

DATE

ATTEST, COUNTY CLERK

**HIDALGO COUNTY  
COMMISSIONER COURT  
2009 SALARY SCHEDULE**

9-1100-419-40-220-001-0

**AI - 17139**

GENERAL GOVT BUILDING

Slot #	Obj Code	POSITION TITLE	2008 BUDGETED SALARY	2009 ADJUSTED SALARY	2009 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2009 BUDGETED SALARY APPROVED	2009 ACTUAL SALARY	Other Allowances					2009 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	112	BUILDING MAINTENANCE MANAGER DIRECTOR	60,840.00	0.00	60,840.00	0.05	3,042.00	0.00	63,882.00	63,882.00	420.00	0.00	0.00	0.00	0.00	64,302.00
0002	113	OPERATIONS OFFICE MANAGER EXECUTIVE ASST	42,372.00	0.00	42,372.00	0.05	2,118.60	0.00	44,490.60	44,491.00	840.00	0.00	0.00	0.00	0.00	45,331.00
<del>0003</del>	<del>113</del>	<del>GENERAL FOREMAN</del>	<del>49,500.00</del>	<del>0.00</del>	<del>49,500.00</del>	<del>0.05</del>	<del>2,475.00</del>	<del>0.00</del>	<del>51,975.00</del>	<del>0.00</del>	<del>0.00</del>	<del>0.00</del>	<del>0.00</del>	<del>0.00</del>	<del>0.00</del>	<del>0.00</del>
0004	113	AIR CONDITIONING SPECIALIST	33,000.00	0.00	33,000.00	0.05	1,650.00	0.00	34,650.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0005	113	PLUMBER	33,000.00	0.00	33,000.00	0.05	1,650.00	0.00	34,650.00	34,650.00	480.00	0.00	0.00	0.00	0.00	35,130.00
0006	113	ELECTRICIAN	33,000.00	0.00	33,000.00	0.05	1,650.00	0.00	34,650.00	34,650.00	480.00	0.00	0.00	0.00	0.00	35,130.00
0007	113	AIR CONDITIONING TECHNICIAN	33,000.00	0.00	33,000.00	0.05	1,650.00	0.00	34,650.00	34,650.00	0.00	0.00	0.00	0.00	0.00	34,650.00
0008	113	ELECTRICIAN	33,000.00	0.00	33,000.00	0.05	1,650.00	0.00	34,650.00	34,650.00	0.00	0.00	0.00	0.00	0.00	34,650.00
0010	113	BUDGET CLERK II	28,600.00	0.00	28,600.00	0.05	1,430.00	570.00	30,600.00	30,600.00	1,380.00	0.00	0.00	0.00	0.00	31,980.00
0011	113	SECRETARY	26,415.00	0.00	26,415.00	0.05	1,321.00	679.00	28,415.00	28,415.00	660.00	0.00	0.00	0.00	0.00	29,075.00
0012	113	MAINTENANCE	23,236.00	0.00	23,236.00	0.05	1,161.80	838.20	25,236.00	25,236.00	840.00	0.00	0.00	0.00	0.00	26,076.00
0013	113	MAINTENANCE	23,236.00	0.00	23,236.00	0.05	1,161.80	838.20	25,236.00	25,236.00	900.00	0.00	0.00	0.00	0.00	26,136.00
0014	113	MAIL CLERK	22,535.00	0.00	22,535.00	0.05	1,126.75	873.25	24,535.00	24,535.00	0.00	0.00	0.00	0.00	0.00	24,535.00
0015	113	MAIL CLERK	22,535.00	0.00	22,535.00	0.05	1,126.75	873.25	24,535.00	24,535.00	300.00	0.00	0.00	0.00	0.00	24,835.00
0016	113	ELECTRICIAN HELPER	21,891.00	0.00	21,891.00	0.05	1,095.00	905.00	23,891.00	23,891.00	0.00	0.00	0.00	0.00	0.00	23,891.00
0017	113	AIR CONDITIONING TECHNICIAN HELPER	21,891.00	0.00	21,891.00	0.05	1,095.00	905.00	23,891.00	23,891.00	0.00	0.00	0.00	0.00	0.00	23,891.00
0018	113	PLUMBER HELPER	21,891.00	0.00	21,891.00	0.05	1,094.55	905.45	23,891.00	23,891.00	0.00	0.00	0.00	0.00	0.00	23,891.00
0019	113	CUSTODIAN	21,555.00	0.00	21,555.00	0.05	1,077.75	922.25	23,555.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00
0020	113	CUSTODIAN	21,555.00	0.00	21,555.00	0.05	1,078.00	922.00	23,555.00	22,345.00	780.00	0.00	0.00	0.00	0.00	23,125.00
0021	113	CUSTODIAN	21,555.00	0.00	21,555.00	0.05	1,077.75	922.25	23,555.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00
0022	113	CUSTODIAN	21,273.00	0.00	21,273.00	0.05	1,063.65	936.35	23,273.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00
0023	113	CUSTODIAN	20,992.00	0.00	20,992.00	0.05	1,049.60	950.40	22,992.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00
0024	113	CUSTODIAN	20,992.00	0.00	20,992.00	0.05	1,049.60	950.40	22,992.00	22,345.00	420.00	0.00	0.00	0.00	0.00	22,765.00
0025	113	CUSTODIAN	20,992.00	0.00	20,992.00	0.05	1,049.60	950.40	22,992.00	22,345.00	360.00	0.00	0.00	0.00	0.00	22,705.00
0026	113	MAINTENANCE	20,992.00	0.00	20,992.00	0.05	1,049.60	950.40	22,992.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00
0027	113	CUSTODIAN	20,611.00	0.00	20,611.00	0.05	1,030.55	969.45	22,611.00	22,345.00	300.00	0.00	0.00	0.00	0.00	22,645.00

**HIDALGO COUNTY  
COMMISSIONER COURT  
2009 SALARY SCHEDULE**

9-1100-419-40-220-001-0

**AI - 17139**

GENERAL GOVT BUILDING

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	
0028	113	CUSTODIAN	20,611.00	0.00	20,611.00	0.05	1,030.55	969.45	22,611.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00
0029	113	MAINTENANCE II	23,000.00	0.00	23,000.00	0.05	1,150.00	850.00	25,000.00	25,000.00	420.00	0.00	0.00	0.00	0.00	25,420.00
0030	113	CUSTODIAN	20,611.00	0.00	20,611.00	0.05	1,030.55	969.45	22,611.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00
0031	113	CUSTODIAN	20,611.00	0.00	20,611.00	0.05	1,030.55	969.45	22,611.00	22,611.00	1,020.00	0.00	0.00	0.00	0.00	23,631.00
0032	113	MAINTENANCE	20,611.00	0.00	20,611.00	0.05	1,031.00	969.00	22,611.00	22,345.00	540.00	0.00	0.00	0.00	0.00	22,945.00
0033	113	CUSTODIAN	20,611.00	0.00	20,611.00	0.05	1,030.55	969.45	22,611.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00
0034	113	CUSTODIAN	20,611.00	0.00	20,611.00	0.05	1,031.00	969.00	22,611.00	22,611.00	1,020.00	0.00	0.00	0.00	0.00	23,631.00
0035	113	CUSTODIAN	20,611.00	0.00	20,611.00	0.05	1,030.55	969.45	22,611.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00
0036	113	CUSTODIAN	20,611.00	0.00	20,611.00	0.05	1,030.55	969.45	22,611.00	22,345.00	360.00	0.00	0.00	0.00	0.00	22,705.00
0037	113	CUSTODIAN	20,611.00	0.00	20,611.00	0.05	1,030.55	969.45	22,611.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00
0038	113	CUSTODIAN	20,611.00	0.00	20,611.00	0.05	1,030.55	969.45	22,611.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00
0039	113	CUSTODIAN	20,611.00	0.00	20,611.00	0.05	1,030.55	969.45	22,611.00	22,345.00	480.00	0.00	0.00	0.00	0.00	22,825.00
0040	113	CUSTODIAN	20,345.00	0.00	20,345.00	0.05	1,017.00	983.00	22,345.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00
0041	113	CUSTODIAN	20,345.00	0.00	20,345.00	0.05	1,017.25	982.75	22,345.00	22,345.00	480.00	0.00	0.00	0.00	0.00	22,825.00
0042	113	CUSTODIAN	20,345.00	0.00	20,345.00	0.05	1,017.25	982.75	22,345.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00
0043	113	CUSTODIAN	20,345.00	0.00	20,345.00	0.05	1,017.00	983.00	22,345.00	22,345.00	480.00	0.00	0.00	0.00	0.00	22,825.00
0044	113	CUSTODIAN	20,345.00	0.00	20,345.00	0.05	1,017.25	982.75	22,345.00	22,345.00	540.00	0.00	0.00	0.00	0.00	22,885.00
0045	113	CUSTODIAN	20,345.00	0.00	20,345.00	0.05	1,017.00	983.00	22,345.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00
0046	113	CUSTODIAN	20,345.00	0.00	20,345.00	0.05	1,017.25	982.75	22,345.00	22,345.00	480.00	0.00	0.00	0.00	0.00	22,825.00
0047	113	CUSTODIAN	20,345.00	0.00	20,345.00	0.05	1,017.25	982.75	22,345.00	22,345.00	360.00	0.00	0.00	0.00	0.00	22,705.00
0048	113	CUSTODIAN	20,345.00	0.00	20,345.00	0.05	1,017.25	982.75	22,345.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00
0049	113	MAINTENANCE	20,345.00	0.00	20,345.00	0.05	1,017.00	983.00	22,345.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00
0050	113	MAINTENANCE	20,345.00	0.00	20,345.00	0.05	1,017.25	982.75	22,345.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00
0051	113	CUSTODIAN	20,345.00	0.00	20,345.00	0.05	1,017.25	982.75	22,345.00	22,345.00	300.00	0.00	0.00	0.00	0.00	22,645.00
0052	113	CUSTODIAN	20,345.00	0.00	20,345.00	0.05	1,017.25	982.75	22,345.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00
0053	113	MAINTENANCE	20,345.00	0.00	20,345.00	0.05	1,017.25	982.75	22,345.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00
0054	113	MAINTENANCE II	24,000.00	0.00	24,000.00	0.05	1,200.00	800.00	26,000.00	25,000.00	660.00	0.00	0.00	0.00	0.00	25,660.00
0055	113	CUSTODIAN	20,345.00	0.00	20,345.00	0.05	1,017.00	983.00	22,345.00	22,345.00	420.00	0.00	0.00	0.00	0.00	22,825.00





**HIDALGO COUNTY  
COMMISSIONER COURT  
2009 SALARY SCHEDULE**

**9-1100-419-40-220-001-0  
GENERAL GOVT BUILDING**

**AI - 17139**

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	
0085	113	MAINTENANCE I	0.00	21,635.00	21,635.00	0.05	1,082.00	918.00	23,635.00	23,635.00	0.00	0.00	0.00	0.00	0.00	23,635.00
0086	113	MAINTENANCE I	0.00	23,236.00	23,236.00	0.05	1,162.00	838.00	25,236.00	25,236.00	0.00	0.00	0.00	0.00	0.00	25,236.00
0087	113	MAINTENANCE I	0.00	23,032.00	23,032.00	0.05	1,152.00	848.00	25,032.00	25,032.00	300.00	0.00	0.00	0.00	0.00	25,332.00
0088	113	MAINTENANCE II	0.00	21,635.00	21,635.00	0.05	1,082.00	918.00	23,635.00	23,635.00	0.00	0.00	0.00	0.00	0.00	23,635.00
0089	113	MAINTENANCE III	0.00	31,517.00	31,517.00	0.05	1,576.00	0.00	33,093.00	33,093.00	420.00	0.00	0.00	0.00	0.00	33,513.00
0090	113	INFRASTRUCTURE SYSTEMS MANAGER	0.00	65,000.00	65,000.00	0	0.00	0.00	65,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0091	113	SUPPORT SERVICES SUPERVISOR	0.00	43,050.00	43,050.00	0	0.00	0.00	43,050.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			1,908,260.00	142,780.00	2,051,040.00		102,553.05	69,068.55	2,222,661.60	2,125,231.00	21,120.00	0.00	0.00	0.00	0.00	2,146,891.00

- 1.) Approval to reclassify slot # 0001 from Director to Building Maintenance Manager, budgeted salary remain the same.
  - 2.) Approval to reclassify slot # 0002 from Executive Assistant to Operations Office Manager, budgeted salary remain the same.
  - 3.) Approval to delete one (1) regular full-time General Foreman position, slot #0003, budgeted salary \$51,975.00.
  - 4.) Approval to create one (1) regular full-time Infrastructure Systems Manager position, slot #0090, budgeted salary \$65,000.00.
  - 5.) Approval to create one (1) regular full-time Support Services Supervisor position, slot #0091, budgeted salary \$43,050.00 and transfer employee no. 148679 from DBM to Facilities Management Department.
- \*\* All positions pending CC approval.

AI-17133

11.A.

**Settlement Check - Cameron Land And Cattle  
CC REGULAR**

**Date:** 09/01/2009  
**Submitted By:** Aida Alvarez, SAFETY DIVISION  
**Submitted For:** Roy Quintanilha  
**Department:** SAFETY DIVISION  
**Agenda Category:** Safety Division

**Information**

**CAPTION**

Approval to accept settlement check from Cameron Land And Cattle in the amount of \$290.00 for property damages (Precinct 1).

**BACKGROUND**

DOL: 07/28/09  
P1 Collection Site

Acct #: 9-1100-360-00-000-05-0-000

**Fiscal Impact**

**Attachments**

*No file(s) attached.*

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/25/2009 11:51 AM	APRV
2	Erika Zamora	Erika Zamora	08/27/2009 10:48 AM	APRV
3	Auditor's Office	Linda Fong	08/28/2009 03:45 PM	APRV
4	Purchasing Department	Marty Salazar	08/28/2009 04:01 PM	APRV

Form Started By: Aida Alvarez  
Started On: 08/25/2009 11:18 AM

Final Approval Date: 08/28/2009

AI-17229

11.B.

**Illinois Union Insurance Checks - SIR  
CC REGULAR**

**Date:** 09/01/2009  
**Submitted By:** Aida Alvarez, SAFETY DIVISION  
**Submitted For:** Roy Quintanilha  
**Department:** SAFETY DIVISION  
**Agenda Category:** Safety Division

**Information**

**CAPTION**

1. Approval to accept a check (#NB91196145) from Illinois Union Insurance Company in the amount of \$32,252.72 for payment in connection with claim for Dolores Huerta, C-1374-08-I.
2. Approval to accept a check (#NB91196144) from Illinois Union Insurance Comapny in the amount of \$70,914.59 for payment in connection with claim for Yhadira Encina, C-1130-07-D.

**BACKGROUND**

DOL: 05/22/07 (Huerta)  
Auto Accident

DOL: 08/14/06 (Encina)  
GL Accident

9-1100-360-00-000-005-0-000

**Fiscal Impact**

**Attachments**

Link: [checks](#)

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/28/2009 03:32 PM	APRV
2	Erika Zamora	Erika Zamora	08/28/2009 04:18 PM	APRV
3	Auditor's Office		08/28/2009 06:08 PM	NEW
Form Started By: Aida Alvarez			Started On: 08/28/2009 02:01 PM	
Final Approval Date: 08/28/2009				



**TRISTAR**  
**RISK MANAGEMENT**

August 26, 2009

Mr. Roy Quintanilha  
Hidalgo County Risk Management  
P.O. Box 1356  
Edinburg, Texas 78540

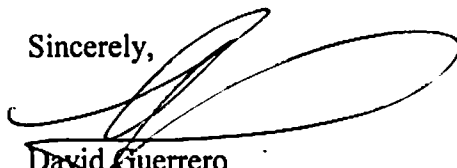
Re:

Our Client : Hidalgo County, Texas  
Claimants : Dolores Huerta (5/22/07)  
Yhadira Encina (8/14/06)

Dear Mr. Quintanilha

Please find enclosed the reimbursements from ACE/USA for the money the County paid out over their Self Insured Retention on the above captioned two claims. We ask that you please call us if you should have any questions.

Sincerely,



David Guerrero  
Sr. Examiner  
(210) 404-0400 ext. 2914

ILLINOIS UNION INSURANCE COMPANY  
PO BOX 5122  
SCRANTON PA 18505-0554

DATE 08/22/09  
CHECK NO. NB91196145

**STATEMENT**

ACE USA  
Illinois Union Insurance Company  
INA Surplus Insurance Company



5900A31NB 00 00023 NB91196145  
TRISTAR RISK MANAGEMENT  
PO BOX 461089  
DAVID GUERRERO  
SAN ANTONIO TX 78246--108

FILE ID  
Y08J0323884

DOLLARS  
\$\*\*\*\*\*32,252.72

\* NOT NEGOTIABLE \*

FOR  
REIMBURSEMNT SETTLEMENT ABOVE SIR AMOUNT

CLAIMANT  
DOLORES HUERTA

DATE OF EVENT  
05/22/07

Questions with regard to this payment should be referred to your agent or the Customer Service Unit of the Claim Office whose address appears above.

17239

P2101A (08/2008)

DETACH THIS PORTION BEFORE CASHING

THIS MULTI-TONE AREA OF THE DOCUMENT CHANGES COLOR GRADUALLY AND EVENLY FROM DARK TO LIGHT WITH DARKER AREAS BOTH TOP AND BOTTOM.

ACE USA  
Illinois Union Insurance Company  
INA Surplus Insurance Company



NB91196145

FILE ID  
Y08J0323884

Bank of America

DATE  
08/22/09

PLEASE DEPOSIT  
or CASH  
WITHIN 90 DAYS

70-2322  
719

POLICY  
HOLDER

DOLLARS  
\$\*\*\*\*\*32,252.72

\*\*THIRTY TWO THOUSAND TWO HUNDRED FIFTY TWO DOLLARS AND 72 CENTS\*\*

FOR ► REIMBURSEMNT SETTLEMENT ABOVE SIR AMOUNT

*Drew Apithec*

AUTHORIZED SIGNATURE

PAY TO THE ORDER OF  
HIDALGO COUNTY  
401 CANO STREET  
EDINBURG TX 78540

CLAIM OFFICE  
WESTCHESTER CLAIMS

SPECIAL HANDLING  
00

CLAIMANT  
DOLORES HUERTA

⑈ 7991196145⑈ ⑆ 061112788⑆ 003299111635⑈

ILLINOIS UNION INSURANCE COMPANY  
PO BOX 5122  
SCRANTON PA 18505-0554

DATE 08/22/09  
CHECK NO. NB91196144

**STATEMENT**

ACE USA  
Illinois Union Insurance Company  
INA Surplus Insurance Company



5900A31NB 00 00022 NB91196144  
TRISTAR RISK MANAGEMENT  
ATTN: DAVID GUERRERO  
PO BOX 461089  
SAN ANTONIO TX 78246

FILE ID  
Y08J0263043

DOLLARS  
\$\*\*\*\*\*70,914.59

\* NOT NEGOTIABLE \*

FOR REIMBURSEMENT SETTLEMENT ABOVE SIR AMOUNT	
CLAIMANT YHADIRA ENCINA	DATE OF EVENT 08/14/06

Questions with regard to this payment should be referred to your agent or the Customer Service Unit of the Claim Office whose address appears above.

P2101A (08/2008)

DETACH THIS PORTION BEFORE CASHING

THIS MULTI-TONE AREA OF THE DOCUMENT CHANGES COLOR GRADUALLY AND EVENLY FROM DARK TO LIGHT WITH DARKER AREAS BOTH TOP AND BOTTOM.

ACE USA  
Illinois Union Insurance Company  
INA Surplus Insurance Company



NB91196144

FILE ID  
Y08J0263043

Bank of America

DATE 08/22/09  
PLEASE DEPOSIT  
or CASH  
WITHIN 90 DAYS

70-2322  
719

POLICY  
HOLDER

DOLLARS  
\$\*\*\*\*\*70,914.59

\*\*SEVENTY THOUSAND NINE HUNDRED FOURTEEN DOLLARS AND 59 CENTS\*\*

FOR REIMBURSEMENT SETTLEMENT ABOVE SIR AMOUNT

*Drew Spitzer*

AUTHORIZED SIGNATURE

PAY TO THE ORDER OF  
HIDALGO COUNTY  
401 E CANO ST  
EDINBURG TX 78540

CLAIM OFFICE WESTCHESTER CLAIMS	SPECIAL HANDLING 00
CLAIMANT YHADIRA ENCINA	

1

⑈ 7991196144 ⑈ ⑆ 061112788 ⑆ 00329911635 ⑈

THE ORIGINAL DOCUMENT HAS A REFLECTIVE WATERMARK ON THE BACK. HOLD AT AN ANGLE TO VIEW WHEN CHECKING THE ENDORSEMENT.

AI-17150

12.B.

Health Division - FY 2010 SDI Contract

CC REGULAR

Date: 09/01/2009
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 SDI Contract #2010-033069, Attachment #001, in the amount of \$227,441.00 for the period 9/1/2009 to 8/31/2010.
2. Approval of Certification of Revenues as certified by the County Auditor for the SDI Contract.
3. Requesting approval of the attached SDI Contract Budget and Salary Schedules for the period 9/1/2009 to 8/31/2010 (Account #9-1293-441-00-340-018-0).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1293-441-00-340-018-0-XXX
FUNDS AVAILABLE Y/N?: MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Appropriation of funds in the total amount of \$227,441.00 for the SDI Grant Contract for FY 2010. Grant period is from 9/1/09 to 8/31/10.

Revenue account# 9-1293-334-10-340-018-0-000 SDI Revenues

Attachments

- Link: SDI Contract
Link: SDI Budget
Link: SDI Salary
Link: Cert. of Revenues
Link: SDI Salary Schedule

Form Routing/Status

Table with 4 columns: Route Seq, Inbox, Approved By, Date, Status. Contains routing information for three users: Erika Zamora, Manuel Chapa, and Rosalinda Cantu.



Form Started By: Dan Beltran

Started On: 08/26/2009 09:02  
AM

Final Approval Date: 08/28/2009

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## DEPARTMENT OF STATE HEALTH SERVICES



This contract, number 2010-033069 (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 & HUMAN SERVICES (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 \$227,441.00, 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:  
  
**2010-033069-001 SDI - FEE FOR SERVICE**
  - 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 & HUMAN SERVICES

By: \_\_\_\_\_  
Signature of Authorized Official

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Bob Burnette, C.P.M., CTPM

\_\_\_\_\_  
Printed Name and Title

Director, Client Services Contracting Unit

\_\_\_\_\_  
Address

1100 WEST 49TH STREET  
AUSTIN, TEXAS 78756

\_\_\_\_\_  
City, State, Zip

(512) 458-7470

\_\_\_\_\_  
Telephone Number

Bob.Burnette@dshs.state.tx.us

\_\_\_\_\_  
E-mail Address for Official Correspondence

CONTRACT NO. 2010-033069  
PROGRAM ATTACHMENT NO. 001  
PURCHASE ORDER NO. 0000354062

CONTRACTOR: HIDALGO COUNTY HEALTH & HUMAN SERVICES

DSHS PROGRAM: SDI - FEE FOR SERVICE

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

SECTION I. STATEMENT OF WORK:

Contractor shall work collaboratively with DSHS to pilot tools, processes and activities which are designed to integrate delivery of identified services and to streamline and simplify contract administration.

Contractor shall use funds provided by this Program Attachment to determine eligibility and bill for one or more of the following in-scope services:

- Primary Health Care;
- Title V Child Health and Dental Services (Fee-for-Service);
- Title V Prenatal Services (Fee-for-Service);
- Title V Family Planning (Fee-for-Service);
- Title XX Family Planning; and
- Tuberculosis Elimination.

These services and standards are further described in the "Service Delivery Integration (SDI) Policies and User Manual" Fiscal Year 2010, or latest revision.

Where applicable, Contractor shall make appropriate referrals with the following programs:

- Title V Maternal and Child Health Services (Part B/Population-Based, and Children with Special Health Care Needs);
- Title X Family Planning;
- Special Supplemental Nutrition Program for Women, Infants and Children (WIC);
- Title XIX Family Planning;
- Title XIX Texas Health Steps; and
- Children's Health Insurance Program (CHIP).

Contractor shall bill utilizing fee-for-service rates incorporating into DSHS SDI Integrated Eligibility, Billing and Reporting System (SIEBRS) for all services provided except Title X.

Contractor shall participate collaboratively with DSHS in the development, modification and evaluation of activities, tools, and processes which facilitate integration of for the following functions:

- Intake and eligibility determination;
- Billing and client fees;
- Uniform contract requirements;
- Reporting;
- Clinical standards;
- Contract monitoring;
- Policy development; and
- Automated information systems.

Contractor shall enter client data and billing information into SIEBRS as described in the “SDI Policies and Users Manual” Fiscal Year 2010, or latest revision, for the activities funded by this Program Attachment.

Contractor shall comply with all applicable federal and state laws, rules, regulations, standards, and guidelines in effect on the beginning date of this Program Attachment unless amended, including, but not limited to:

- Sterilizations, 42 CFR Part 50, Subpart B; and
- Texas Tuberculosis Code, Health and Safety Code, Chapter 13, subchapter B.

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

- DSHS FY10 Primary Health Care Renewal Application and any revisions;
- Contractor’s FY10 Primary Health Care Renewal Application and any revisions;
- DSHS FY10 Title V Maternal and Child Health and Dental Services Renewal RFP and any revisions;
- Contractor’s FY10 Title V Maternal and Child Health and Dental Services Renewal Application and any revisions;
- DSHS FY10 Title V, Title X and/or Title XX Family Planning Contract Continuation Renewal Application and any revisions;
- Contractor’s FY10 Family Planning Contract Continuation Renewal Application and any revisions;
- DSHS FY10 Title V Maternal and Child Health Prenatal Services Renewal Contract Application and any revisions;
- Contractor’s FY10 Title V Maternal and Child Health Prenatal Services Renewal Contract Application and any revisions.
- DSHS “SDI Policies and Users Manual” Fiscal Year 2010, or latest revision, including “SDI: Clinic Operations and Medical Standards”;
- *Department of State Health Services Standards for Public Health Clinic Services*, revised August 2004, or latest revision;
- DSHS Core Tool On-Site Evaluation Report, revised for 2010, and Core Tool Monitoring Instructions, FY10, or latest revision;
- DSHS Service Delivery Integration (SDI) On-site Evaluation Report, revised for 2010 and Service Delivery Integration Tool Instructions, revised for 2010 or latest revision;

- DSHS Service Delivery Integration (SDI) Clinical Record Review Tool, revised for 2010, or latest revision; and
- DSHS Service Delivery Integration (SDI) Eligibility and Billing Record Review Tool, revised for 2010, or latest revision

Within thirty (30) days of receipt of an amended standard(s) or guideline(s), Contractor shall inform DSHS Program, in writing, if it will not continue performance under this Program Attachment in compliance with the amended standard(s) or guideline(s). Contractor may terminate the Program Attachment immediately or within a reasonable period of time as determined by DSHS.

Contractor shall coordinate its services with existing Federally Qualified Health Centers (FQHCs) located in its county(ies) or examine seeking designation as an FQHC if no FQHC is currently available within its county(ies).

A Contractor that is designated as a FQHC shall operate extended weekend and evening hours.

Contractor shall perform no elective abortion procedures, shall neither contract with nor provide funds to any individual or entity for the performance of elective abortions, and shall submit no claims to DSHS for reimbursement of direct or indirect costs (including overhead, rent, phones, and utilities) of abortion procedures.

If Contractor is affiliated with an entity that performs elective abortion procedures or becomes affiliated with an entity that performs elective abortions at any time during the term of this contract,

1. Contractor and its abortion-services affiliate must be legally separate corporations, with separate articles of incorporation and separate bylaws. If Contractor is a State or local governmental entity, the abortion-services affiliate must be a legally separate organization with a separate governing structure.
2. Contractor and its abortion-services affiliate must have easily distinguishable names.
3. Contractor and its abortion-services affiliate must have separate boards of directors or governing bodies which meet separately and maintain separate records.
4. Contractor may not transfer any funds distributed under DSHS Strategy B.1.3 to its abortion-services affiliate. Contractor must assure that its affiliated entity apportions fair value for any shared expenses or costs (including overhead, rent, phones, equipment, and utilities) in accordance with generally accepted accounting principles.
5. Contractor shall assure that any person employed part-time by Contractor and by its abortion-services affiliate shall contemporaneously maintain accurate time records, similar to time records maintained by attorneys, though not necessarily by means of an automatic recording device such as a "time clock", that clearly reflect the work performed for each employer.
6. If Contractor and its abortion-services affiliate are located at the same physical location, Contractor shall assure that the existence and separate nature of the affiliate relationship are clearly reflected by appropriate signage in areas accessible to the public.
7. Contractor and its abortion-services affiliate must each maintain records adequate to show

compliance with the foregoing requirements.

If Contractor becomes affiliated with an entity that performs elective abortions at any time during the term of this contract, Contractor shall immediately provide to DSHS in writing the name and address of the affiliate and the date on which the affiliation became effective.

Applicants awarded a contract for the current fiscal year shall thereby begin operations within thirty (30) days of contract execution.

All activities must be performed in accordance with Contractor's final approved work plan

Eligible Population:

- Children and adolescents from birth to age 21 whose gross family income is at or below 185% of the adopted Federal Poverty Level, who are Texas residents, and who are not eligible for other programs/benefits providing the same services may receive child health and dental services.
- High risk pregnant women whose gross family income is at or below 185% of the adopted Federal Poverty Level, who are Texas residents, and who are not eligible for other programs/benefits providing the same services may receive prenatal services.
- Females of childbearing age, who have not had sterilization surgery or other condition resulting in sterilization and who are seeking family planning services.
- Males of reproductive age who have not had sterilization surgery or other condition resulting in sterilization and who are seeking family planning services.
- Women, children, and men whose gross family income is at or below 150% of the adopted Federal Poverty Level, who are Texas residents, and who are not eligible for other programs/benefits providing the same services may receive primary health care services.
- Women, children and men may receive tuberculosis screening and treatment referral services.

Service Area: Hidalgo

Location: Multiple clinic locations identified through DSHS website at: <http://www.dshs.state.tx.us>.

## SECTION II. PERFORMANCE MEASURES:

The following performance measures will be used to assess, in part, the Contractor's effectiveness in providing the services described in this Program Attachment, without waiving the enforceability of any of the terms of the contract.

Contractor shall provide services to at least 729 unduplicated clients.

For Primary Health Care services, Contractor shall provide supporting documentation for programmatic desk reviews within 15 days of a request by program for at least 90% of requests.

At least 80% of the total amount of this Program Attachment allocated for Title V Child Health and Dental Services shall be paid for services provided to Title V eligible individuals ages one (1) up to twenty-one (21) by Contractor.

Not more than 20% of the total amount of this Program Attachment allocated for Title V Child Health and Dental Services shall be paid for services provided to Title V eligible women who are 22 years of age and over.

Contractor shall screen 100% of individuals considered for Title V eligibility with a DSHS-approved screening process, and refer to other programs and funding sources as appropriate.

At least 30% of the total amount of this Program Attachment allocated for Title V Prenatal Services shall be paid for services provided to Title V eligible individuals ages one (1) through twenty-one (21) by Contractor.

Up to 70% of the total amount of this Program Attachment allocated for Title V Prenatal Services shall be paid for services provided to Title V eligible women who are 22 years of age and over.

Contractor shall screen 100% of individuals considered for Title V eligibility with a DSHS-approved screening process, and refer to other programs and funding sources as appropriate

At least 30% of the total amount of this Program Attachment allocated for Title V Family Planning Services shall be for services provided by Contractor to Title V eligible individuals who are not more than twenty-one (21) years of age.

For Title XX Family Planning services, 100% of services shall be provided in the numbers and population categories identified in the FY 2010 Renewal Application.

For Tuberculosis Elimination services, Contractor shall attend at least two consortium meetings per year.

SECTION III. SOLICITATION DOCUMENT: This Program Attachment may be funded by one or more of the following RFPs: RFP # CHS-0172.1; and/or # CHS/PHC-0226.1; and/or # CHS/FEE-0233.1; and/or Emergency Procurement posted to the Electronic State Business Daily on July 2, 2009, ESBD # CHS-0354.1.

SECTION IV. RENEWALS: N/A

SECTION V. PAYMENT METHOD: Fee-for-Service

SECTION VI. BILLING INSTRUCTIONS:



Contractor shall enter and transmit client data and billing information into DSHS SIEBRS as described in the “SDI Policies and Users Manual” for the activities funded by this Program Attachment. DSHS will batch the electronic transmissions and generate and process a weekly payment voucher for Contractor. Payments are contingent upon a signed Contract and will not exceed the total of authorized funds under this Program Attachment. Contractor is entitled to payment only if the service, work, and/or product has been authorized by the Department and performed or provided pursuant to the Contract. If those conditions are met, DSHS will make payment in accordance with the Texas prompt payment law (Tex. Gov’t. Code, Chapter 2251). Contractors shall comply with Tex. Gov’t. Code, Chapter 2251 regarding its prompt payment obligations to subcontractors. Payment by DSHS shall not constitute acceptance or approval of Contractor’s performance and Contractor’s performance shall be subject to audit or review by DSHS.

SECTION VII. BUDGET: Fee for Service

SOURCE OF FUNDS: 93.994; State

Contractor may bill up to the maximum amount specified in the table below for each of the services funded by this Program Attachment. Total payments will not exceed \$227,441.00.

TITLE V MCH FEE-FOR-SERVICE	\$34833.00
TITLE V FAMILY PLANNING FEE-FOR-SERVICE	\$35079.00
TITLE XX	\$0.00
PRIMARY HEALTH CARE	\$0.00
TUBERCULOSIS ELIMINATION	\$157529.00

SECTION VIII. SPECIAL PROVISIONS:

For purposes of this Program Attachment only, the following provisions shall apply:

General Provisions, **Compliance and Reporting** Article I, section 1.03 is revised to include:

Contractor shall submit reports in the standard format provided by the DSHS Program only for any performance goals or activities not captured or reported in SIEBRS.

General Provisions, **Services** Article II, Section 2.05 is revised to include:

Contractor shall implement a sliding fee scale that includes adjustments for family size and income for the provision of public health services [as delineated in the Service Delivery Integration (SDI) Policies and User Manual from Fiscal Year 2010]. The sliding fee scale shall be based on the cost of the services provided and the Federal Poverty Guidelines, which are published annually by the U.S. Department of Health and Human Services. DSHS will provide the revised Federal Poverty Guidelines to Contractor along with guidance on adjusting the sliding fee scale. Contractor shall be responsible for the development and implementation of policies and procedures for charging, billing and collecting fees. These

policies and procedures shall be reviewed by Contractor's policy board or advisory committee.

Contractor shall assess and document each prospective client's eligibility or potential eligibility for third party reimbursement. In accordance with the SDI Policies and Users Manual, Contractor may assess a co-pay from clients provided services under this Program Attachment. A co-pay shall not be assessed from a client whose family income is at or below 100% of the most recently defined federal poverty level. A co-pay assessment may not exceed 25% of the amount DSHS pays for the provision of a given service. A client shall not be denied services due to inability to pay.

General Provisions, **Services** Article II, Section 2.06 is revised to include:

**Pharmacy.** In order to dispense and/or provide prescribed medications, e.g. birth control pills, antibiotics, etc. on site, the Contractor shall have, at a minimum, a Class D pharmacy license as provided by the Texas Pharmacy Act, Occupations Code, Chapter 560, or shall dispense and/or provide such medications in compliance with other pharmacy statutes with prior approval from DSHS.

General Provisions, **Funding** Article III, Section 3.05 is replaced with the following:

Gross income directly generated from Department funds through a project or activity performed under a Program Attachment and/or earned only as a result of a Program Attachment during the term of the Program Attachment is considered program income. Program income shall be used by Contractor to further the program objectives of the state or federal statute under which the Program Attachment was made, and it shall be spent on the same Program Attachment project in which it was generated. Contractor shall identify and report all program income utilizing SIEBRS, which is described in the "SDI Policies and Users Manual."

These program income provisions shall not be construed to apply to funds raised by Contractor from fund-raising activities or donations. Fund raising includes membership drives or special events used to raise program funds. Donations include monies donated to the program by individuals and private groups, such as churches or other organizations.

Program income may be collected and retained by Contractor so long as it is used to provide services specified in the Statement of Work detailed in this Program Attachment.

General Provisions, **Payment Methods and Restrictions** Article IV, Section 4.02 is replaced with the following:

Contractor's contract amount under this Program Attachment is a ceiling against which it may bill, on a fee-for-service basis, according to the Medicaid rates incorporated into SIEBRS for the provision of allowable services to eligible clients. Only allowable services provided to eligible clients may be billed against this ceiling. The current schedule of Medicaid rates may be modified at the sole discretion of the State Medicaid Agency. DSHS

must provide thirty (30) days written notice to Contractor should the modification include a reduction in rates. Notification of an increase in rates does not require written notification. The notice will provide Contractor with an opportunity to terminate this Program Attachment should the modification include a reduction in rates. Contractor shall have thirty (30) days from receipt of this notice to exercise the option for termination. If Contractor does not exercise the option during the thirty (30) day time period, Contractor shall be deemed to have waived the option.

Contractor shall bill DSHS in accordance with the “SDI Policies and User Manual”. Contractor shall submit billing information, utilizing DSHS SIEBRS, within sixty (60) calendar days following the delivery date of service.

General Provisions, **Payment Methods and Restrictions** Article IV, Section 4.03 is amended as follows:

Contractor shall not be required to submit Form GC-10 (270), “Request for Advance or Reimbursement.”

General Provisions, **Terms and Conditions of Payment** Article V, Section 5.04 is replaced with:

Contractor shall accept reimbursement or payment from DSHS and any applicable fees from clients for clinical health services as payment in full for services or goods provided to clients. Contractor shall not seek additional reimbursement or payment for services or goods from clients other than applicable fees for clinical health services.

General Provisions, **Allowable Costs and Audit Requirements** Article VI, Section 6.01, is revised to include:

DSHS shall include in any financial audit of state funds received by Contractor under this Program Attachment, a review to ensure compliance with the requirements of Department of State Health Services Rider 69, General Appropriations Act, 81st Legislature.

General Provisions, **Access and Inspection** Article IX, Section 9.01 is revised to include:

Contractor shall allow DSHS to conduct on-site quality assurance reviews as deemed necessary by DSHS. Unsatisfactory review findings may result in implementation of General Provisions, **Breach of Contract and Remedies for Non-Compliance** Article.

General Provisions, **Assurances and Certifications** Article XI, Section 11.01, is revised to include:

If applicable, Contractor certifies that neither the Contractor, nor any individual who has a direct or indirect ownership or controlling interest of 5% or more of the Contracting Agency, nor any officer, director, agent or managing employee (e.g. general manager, business manager, administrator, director, or like individual who exercises operational or managerial control over the Contractor or who directly or indirectly conducts the day-to-day business of the Contractor is an entity or individual who:

- Has been convicted of any offense under 42 U.S.C. § 1320a-7(b)(1)-(3);
- Has had a civil monetary penalty assessed under 42 U.S.C. § 1320a and/or 42 U.S.C. § 1320a-8; or,
- Has been excluded from participation in a program under 42 U.S.C. § 1395 *et seq.*; or under a State health care program.

If the foregoing statement is not true, Contractor shall submit a disclosure/ownership form to DSHS. Contractor shall immediately notify DSHS in writing, in the event that the foregoing statement changes during the term of this Program Attachment. A false statement regarding Contractor's status will be treated as a material misrepresentation.

General Provisions, **General Business Operations of Contractor** Article XII, Section 12.18 is revised to include:

Contractor shall notify the Performance Management Unit, Contract Development and Support Branch, of any clinic site information changes, e.g., changes in contact person, hours of operation, address, Texas Provider Identification (TPI) number, National Provider Identification (NPI) number , and the closure, relocation, and/or opening of new clinic sites.



# 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

2010-033069

\_\_\_\_\_  
Application or Contract Number

HIDALGO COUNTY HEALTH &  
HUMAN SERVICES

\_\_\_\_\_  
Organization Name



**HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT  
SDI GRANT EMPLOYEE SALARY SCHEDULE  
9-1293-441-00-340-018-0**

Term: 9/1/2009 - 8/31/2010			Salary 9/1/2009	Salary 1/1/2010	Salary for 12 month
Slot #	Employee Name	Employee Title	12/31/2009	8/31/2010	Grant Period
018-G003		RN	\$ 16,072.33	\$ 33,751.90	\$ 49,824.23
018-G014		Billing Clerk	\$ 6,781.00	\$ 14,240.10	\$ 21,021.10
018-G013		Clerk Manager	\$ 6,750.00	\$ 14,175.00	\$ 20,925.00
018-G007		Billing Coordinator	\$ 12,693.33	\$ 26,656.00	\$ 39,349.33
018-G004		RN	\$ 16,072.35	\$ 33,751.94	\$ 49,824.29
018-G018		Clinic Aide	\$ 6,198.67	\$ 13,017.20	\$ 19,215.87
018-G012		Clerk Manager	\$ 7,085.67	\$ 14,879.90	\$ 21,965.57
018-G005		RN	\$ 16,071.33	\$ 33,749.80	\$ 49,821.13
018-G017		Billing Clerk	\$ 6,190.33	\$ 12,999.70	\$ 19,190.03
018-G008		Social Worker	\$ 11,798.85	\$ 24,777.59	\$ 36,576.44
018-G016		Eligibility Specialist	\$ 6,457.67	\$ 13,561.10	\$ 20,018.77
018-G015		Eligibility Specialist	\$ 6,458.67	\$ 13,563.20	\$ 20,021.87
018-G009		Social Worker	\$ 11,799.00	\$ 24,777.90	\$ 36,576.90
018-G011		Maintenance Worker	\$ 7,145.33	\$ 15,005.20	\$ 22,150.53
	<b>Salary Totals</b>		<b>\$ 137,574.53</b>	<b>\$ 288,906.53</b>	<b>\$ 426,481.06</b>
	FICA	7.65%	\$ 10,524.45	\$ 22,101.35	\$ 32,625.80
	Retirement	8.92%	\$ 12,271.65	\$ 25,770.46	\$ 38,042.11
	Unemployment	0.50%	\$ 687.87	\$ 1,444.53	\$ 2,132.41
	Worker's Comp.	3.27%	\$ 4,498.69	\$ 9,447.24	\$ 13,945.93
	Health Insurance	\$4,167/Yr.			\$ 48,883.77
	Life Insurance	\$33/Yr.			\$ 387.86
	<b>Fringe Benefit</b>		<b>\$ 27,982.66</b>	<b>\$ 58,763.59</b>	<b>\$ 136,017.88</b>
	<b>Grand Total</b>		<b>\$ 165,557.19</b>	<b>\$ 347,670.12</b>	<b>\$ 562,498.94</b>

# 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](http://www.co.hidalgo.tx.us/auditor)

August 27, 2009

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

## RE: Certification of Revenue

Dear Judge and Commissioners:

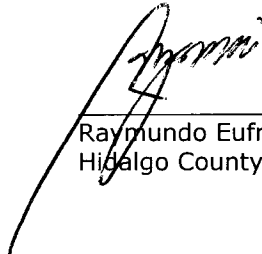
Pursuant to Local Government Code § 111.0706 SPECIAL BUDGET FOR GRANT OR AID MONEY:

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

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

AMOUNT	GRANT
\$227,441.00	2010-033069-001 SDI - Fee for Service

CERTIFIED BY:

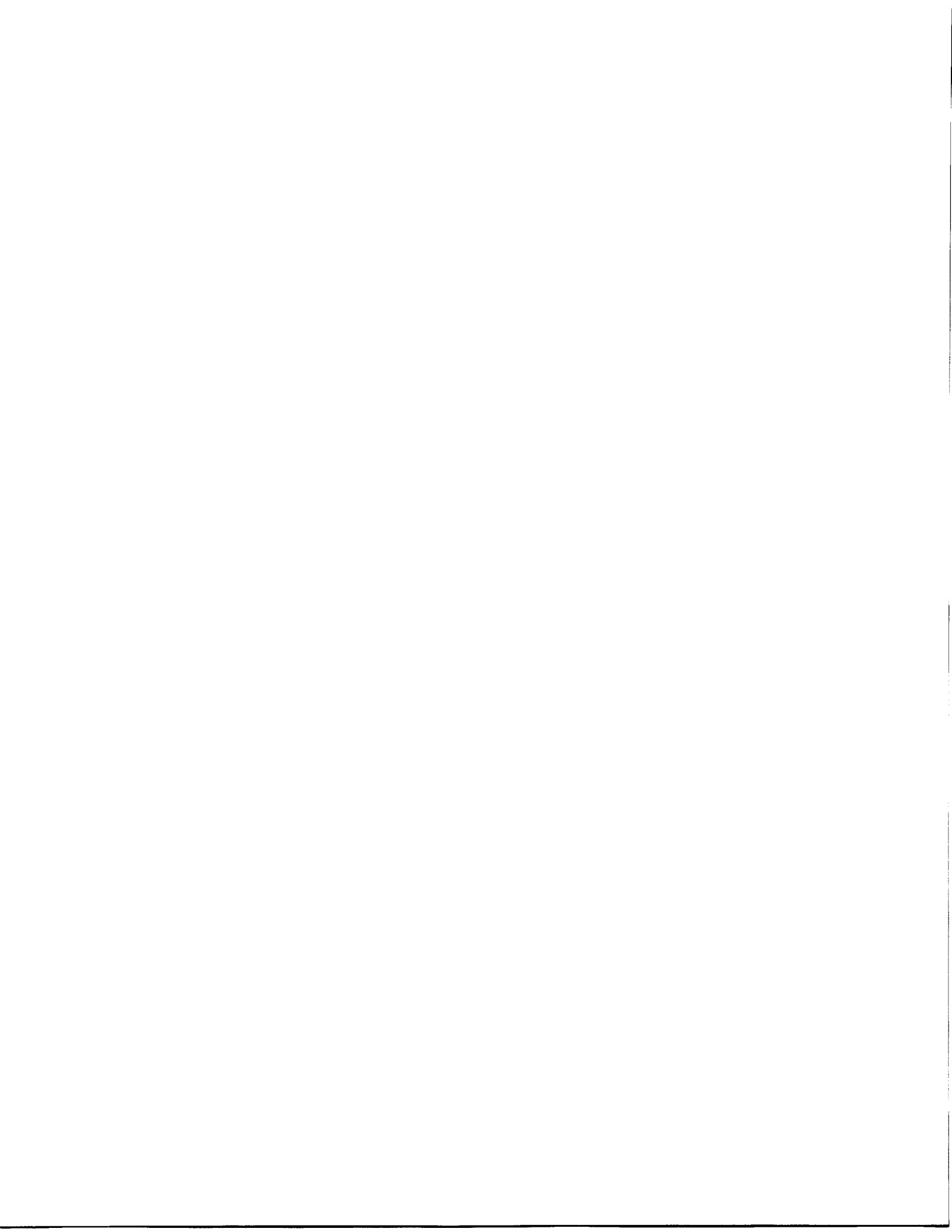
  
Raymundo Eufrazio, CPA  
Hidalgo County Auditor

8/28/09  
Date

### HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ, JR. JUDGE, 52<sup>ND</sup> D.C.    RODOLFO DELGADO JUDGE, 93<sup>RD</sup> D.C.    J. R. "BOBBY" FLORES JUDGE, 139<sup>TH</sup> D.C.    ROSE GUERRA REYNA JUDGE, 206<sup>TH</sup> D.C.    JUAN R. PARTIDA JUDGE, 275<sup>TH</sup> D.C.    MARIO E. RAMIREZ, JR. JUDGE, 332<sup>ND</sup> D.C.    NOE GONZALEZ JUDGE, 370<sup>TH</sup> D.C. OVERSEER    LETICIA LOPEZ JUDGE, 389<sup>TH</sup> D.C.    AIDA SALINAS FLORES JUDGE, 398<sup>TH</sup> D.C.    ISRAEL RAMON, JR. JUDGE, 430<sup>TH</sup> D.C.    JESSE CONTRERAS JUDGE, 449<sup>TH</sup> D.C.





**HIDALGO COUNTY  
COMMISSIONER COURT  
2009 SALARY SCHEDULE**

1293-441-00-340-018-0

**AI 171**

SDI

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				
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119
G003	113	REGISTERED NURSE	45,921.00	0.00	45,921.00	0.05	2,296.00	0.00	48,217.00	48,217.00	0.00	0.00	0.00	0.00	0.00
G004	113	REGISTERED NURSE	45,921.00	0.00	45,921.00	0.05	2,296.00	0.00	48,217.00	48,217.00	0.00	0.00	0.00	0.00	0.00
G005	113	REGISTERED NURSE	45,918.00	0.00	45,918.00	0.05	2,296.00	0.00	48,214.00	48,214.00	0.00	0.00	0.00	0.00	0.00
G007	113	BILLING COORD	36,267.00	0.00	36,267.00	0.05	1,813.00	0.00	38,080.00	38,080.00	0.00	0.00	0.00	0.00	0.00
G008	113	SOCIAL WORKER	33,711.00	0.00	33,711.00	0.05	1,685.55	0.00	35,396.55	0.00	0.00	0.00	0.00	0.00	0.00
G009	113	SOCIAL WORKER	33,711.00	0.00	33,711.00	0.05	1,686.00	0.00	35,397.00	35,397.00	0.00	0.00	0.00	0.00	0.00
G011	113	MAINTENANCE WORKER	19,682.00	0.00	19,682.00	0.05	984.00	770.00	21,436.00	21,436.00	0.00	0.00	0.00	0.00	0.00
G012	113	CLERK MANAGER	19,591.00	0.00	19,591.00	0.05	980.00	686.00	21,257.00	21,257.00	0.00	0.00	0.00	0.00	0.00
G013	113	CLERK MANAGER	18,657.00	0.00	18,657.00	0.05	933.00	660.00	20,250.00	20,250.00	0.00	0.00	0.00	0.00	0.00
G014	113	BILLING CLERK	18,661.00	0.00	18,661.00	0.05	933.00	749.00	20,343.00	20,343.00	0.00	0.00	0.00	0.00	0.00
G015	113	ELIGIB SPECIAL	17,773.00	0.00	17,773.00	0.05	889.00	714.00	19,376.00	19,376.00	0.00	0.00	0.00	0.00	0.00
G016	113	ELIGIBILITY SPECIALIST	17,771.00	0.00	17,771.00	0.05	889.00	713.00	19,373.00	19,373.00	0.00	0.00	0.00	0.00	0.00
G017	113	BILLING CLERK	17,047.00	0.00	17,047.00	0.05	852.00	672.00	18,571.00	18,571.00	0.00	0.00	0.00	0.00	0.00
G018	113	CLINIC AIDE	17,047.00	0.00	17,047.00	0.05	852.00	697.00	18,596.00	18,596.00	0.00	0.00	0.00	0.00	0.00
<b>TOTAL</b>			387,678.00	0.00	387,678.00		19,384.55	5,661.00	412,723.55	377,327.00	0.00	0.00	0.00	0.00	0.00

Approval of salary schedule. Grant period 09/01/2009 through 08/31/2010.

2009 ACTUAL TOTAL COMPENSATION
48,217.00
48,217.00
48,214.00
38,080.00
0.00
35,397.00
21,436.00
21,257.00
20,250.00
20,343.00
19,376.00
19,373.00
18,571.00
18,596.00
377,327.00

**Health Division - FY2010 TB Control Contract  
CC REGULAR**

**Date:** 09/01/2009  
**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 TB Prevention & Control Contract #2010-032844, Attachment #001, in the amount of \$198,510.00 for the period 9/1/2009 to 8/31/2010.
2. Approval of Certification of Revenues as certified by the County Auditor for the TB Prevention & Control Contract.
3. Requesting approval of the attached TB Prevention & Control Contract Budget and Salary Schedules for the period 9/1/2009 to 8/31/2010 (Account #9-1293-441-00-340-008-0).

**BACKGROUND**

**Fiscal Impact**

**FISCAL YEAR:** 2009                      **ACCT. #:** 9-1293-441-00-340-008-0-XXX  
**FUNDS AVAILABLE Y/N?:**                      **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Appropriation of funds in the total amount of \$198,510.00 for the TB Prevention & Control Grant for FY 2010. Grant period is from 9/1/09 to 8/31/10.

Revenue account# 9-1293-334-10-340-008-0-000 T.B Control Revenues

**Attachments**

- Link: [TB Contract](#)
- Link: [Letter - Certification of Revenues](#)
- Link: [TB Salary Schedule](#)
- Link: [Health TB Grant Salary Schedule](#)
- Link: [TB Budget](#)

**Form Routing/Status**

Route	Seq	Inbox	Approved By	Date	Status
1		Budget & Management	Erika Zamora	08/25/2009 11:22 AM	APRV
2		Manuel Chapa	Manuel Chapa	08/28/2009 08:38 AM	APRV

3 Rosalinda Cantu

08/28/2009 06:08 PM PEND

Form Started By: Dan Beltran

Started On: 08/25/2009 09:15  
AM

Final Approval Date: 08/28/2009

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## DEPARTMENT OF STATE HEALTH SERVICES



This contract, number 2010-032844 (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 (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 \$198,510.00, 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:  
  
2010-032844-001 Tuberculosis Prevention and Control - State
  - 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: 17460007176037

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

By: \_\_\_\_\_  
Signature of Authorized Official

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Bob Burnette, C.P.M., CTPM

\_\_\_\_\_  
Printed Name and Title

Director, Client Services Contracting Unit

\_\_\_\_\_  
Address

1100 WEST 49TH STREET  
AUSTIN, TEXAS 78756

\_\_\_\_\_  
City, State, Zip

(512) 458-7470

\_\_\_\_\_  
Telephone Number

Bob.Burnette@dshs.state.tx.us

\_\_\_\_\_  
E-mail Address for Official Correspondence

CONTRACT NO. 2010-032844  
PROGRAM ATTACHMENT NO.001  
PURCHASE ORDER NO. 0000353996

CONTRACTOR: HIDALGO COUNTY

DSHS PROGRAM: Tuberculosis Prevention and Control - State

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

SECTION I. STATEMENT OF WORK:

Throughout the Contractor's defined service area of Hidalgo, Contractor shall provide basic services and associated activities for tuberculosis (TB) prevention and control; as well as additional activities to target special populations with individuals who have TB or who are at high risk of developing TB.

Contractor shall provide these services in compliance with the following:

- DSHS' most current version of the Standards of Performance for the Prevention and Control of Tuberculosis, available at <http://www.dshs.state.tx.us/idcu/disease/tb/publications/default.asp>;
- DSHS' TB Policy and Procedures Manual, available at <http://www.dshs.state.tx.us/idcu/disease/tb/publications/default.asp>;
- DSHS Standards for Public Health Clinic Services, Revised August 31, 2004 available at <http://www.dshs.state.tx.us/qmb/dshsstndrds4clinciservs.pdf> ;
- American Thoracic Society (ATS) and Centers for Disease Control and Prevention (CDC) joint statements on diagnosis, treatment and control of TB available at <http://www.cdc.gov/mmwr/preview/mmwrhtml/rr5211a1.htm>
- Diagnostic Standards and Classification of Tuberculosis in Adults and Children, (American Journal of Respiratory and Critical Care Medicine, Vol. 161, pp. 1376-1395, 2000) at <http://ajrccm.atsjournals.org/cgi/content/full/161/4/1376> ;
- Treatment of Tuberculosis, (ATS/CDC/IDSA), 2003 available at <http://www.cdc.gov/mmwr/preview/mmwrhtml/rr5211a1.htm> ;
- Targeted Tuberculin Testing and Treatment of Latent TB Infection (LTBI), Morbidity and Mortality Weekly Report, Vol. 49, No. RR-6, 2000 at <http://www.cdc.gov/mmwr/preview/mmwrhtml/rr4906a1.htm> ;
- Updated: Adverse Event Data and Revised American Thoracic Society/CDC Recommendations Against the Use of Rifampin and Pyrazinamide for Treatment of Latent Tuberculosis Infection – United States, 2003, MMWR 52 (No. 31) at [http://www.eclipsconsult.com/eclips/article/Pulmonary%20Disease/S8756-3452\(08\)70243-3](http://www.eclipsconsult.com/eclips/article/Pulmonary%20Disease/S8756-3452(08)70243-3) ; and
- Controlling Tuberculosis in the United States, MMWR, Vol. 54, No. RR-12, 2005 at <http://www.cdc.gov/mmwr/preview/mmwrhtml/rr5412a1.htm>



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

- Texas Tuberculosis Code, Health and Safety Code, Chapter 13, subchapter B  
<http://tlo2.tlc.state.tx.us/statutes/docs/HS/content/pdf/hs.002.00.000013.00.pdf>;
- Communicable Disease Prevention and Control Act, Health and Safety Code, Chapter 81  
<http://tlo2.tlc.state.tx.us/statutes/docs/HS/content/pdf/hs.002.00.000081.00.pdf>;
- Screening and Treatment for Tuberculosis in Jails and Other Correctional Facilities, Health and Safety Code, Chapter 89  
<http://tlo2.tlc.state.tx.us/statutes/docs/HS/content/pdf/hs.002.00.000089.00.pdf>;
- Texas Administrative Code TAC, Title 25, Part 1, Chapter 97, Subchapter A, Control of Communicable Diseases  
[http://info.sos.state.tx.us/pls/pub/readtac\\$ext.ViewTAC?tac\\_view=5&ti=25&pt=1&ch=97&sch=A&rl=Y](http://info.sos.state.tx.us/pls/pub/readtac$ext.ViewTAC?tac_view=5&ti=25&pt=1&ch=97&sch=A&rl=Y); and
- Texas Administrative Code TAC, Title 25, Part 1, Chapter 97, Subchapter H, Tuberculosis Screening for Jails and Other Correctional Facilities  
[http://info.sos.state.tx.us/pls/pub/readtac\\$ext.ViewTAC?tac\\_view=5&ti=25&pt=1&ch=97&sch=H&rl=Y](http://info.sos.state.tx.us/pls/pub/readtac$ext.ViewTAC?tac_view=5&ti=25&pt=1&ch=97&sch=H&rl=Y).

Contractor shall perform all activities under this Contract in accordance with Contractor's work plans (attached as Exhibit A), and detailed budget as approved by DSHS. Contractor must receive written approval from DSHS before varying from applicable policies, procedures, protocols, and the final approved work plan, and must update its implementation documentation within forty-eight (48) hours of making approved changes so that staff working on activities under this contract know of the change(s).

DSHS reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. DSHS will monitor Contractor's expenditures on a quarterly basis. If expenditures are below that projected in Contractor's total Contract amount, as shown in SECTION VI. BUDGET, Contractor's budget may be subject to a decrease for the remainder of the Contract term. Vacant positions existing after ninety (90) days may result in a decrease in funds.

Because of the inherent time to complete treatment for tuberculosis disease and latent tuberculosis infection in relation to the period of this Contract, required reporting under this Contract will show results for work performed under previous versions of this Contract.

Contractor shall provide an annual narrative report, in the format provided by DSHS, on their performance goals, objectives, and screening activities. That report shall include a detailed analysis of performance related to the performance measures listed below and a progress report of activities in January through December. The narrative program report shall be sent to the Texas Department of State Health Services, TB Services Branch, Mail Code 1939, 1100 West 49<sup>th</sup> Street, PO Box 149347, Austin, Texas 78714-9347 via regular mail, fax, or e-mail. Contractor shall maintain the documentation used to calculate performance measures as required by the General Provisions Records Retention Article and by the Texas Administrative Code Title

22, Part 9 Chapter 165, §165.1 regarding the retention of medical records. Report periods and due dates are as follows:

<b>PERIOD COVERED</b>	<b>DUE DATE</b>
January – December 2009	March 1, 2010

Contractor shall send all initial reports of confirmed and suspected TB cases to DSHS within seven (7) working days of identification or notification. Any updates to initial DSHS' Report of Cases and Patient Services Form (TB-400) (e.g., diagnosis, medication changes, x-rays, and bacteriology) and case closures shall be sent to DSHS at 1100 West 49<sup>th</sup> Street, Mail Code 1939, PO Box 149347, Austin, Texas 78714-9347.

Contractor shall send an initial report of contacts on all Class 3 TB cases and smear-positive Class 5 TB suspects within thirty (30) days of identification using DSHS' Report of Contacts Form (TB-340 and TB-341). Any new follow-up information (not included in the initial report) related to the evaluation and treatment of contacts shall be sent to DSHS on the TB-340 and TB-341 at intervals of 90 days, 120 days, and 2 years after the day Contractor became aware of the TB case.

Electronic reporting to DSHS for Class 3 TB cases, smear positive Class 5 TB suspects, and their contacts may become available during the term of this Contract. Once notified of this option by DSHS, Contractor may avail itself of this option if it adheres to all the electronic reporting requirements (including system requirements) provided at that time.

Contractor shall collect information to determine the number of persons who received from the Contractor at least one TB service, including but not limited to: tuberculin skin tests; chest radiographs; health care worker services; or treatment with one or more anti-tuberculosis medications.

## 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 Contract, without waiving the enforceability of any of the other terms of the Contract or any other method of determining compliance.

1. 90% of cases and suspects under treatment in 2009 are on DOT;
2. 92% of eligible\* TB cases reported in 2008, completed a course of curative TB treatment within twelve (12) months of initiation of treatment;

\* Exclude TB cases 1) diagnosed at death, 2) who die during therapy, 3) who are resistant to rifampin, 4) who have meningeal disease, and 5) who are younger than 15 years with either miliary disease or a positive blood culture for TB.

3. 97% of TB patients reported in 2008 with initial positive cultures are tested for and have drug susceptibility results documented in their medical record;
4. 94% of smear positive TB cases reported in 2009 have at least one (1) contact identified;
5. 76% of identified contacts to smear positive TB cases reported in 2008 shall be evaluated for TB infection or disease;
6. 68% of infected contacts (to smear positive cases reported in 2008) who are started on treatment for LTBI shall complete therapy;
7. 75% of adults (age>14) with TB disease reported in 2009 are tested for HIV;
8. 85% of adults (age 25-44) with TB disease reported in 2009 are tested for HIV; and
9. List the number of TB cases reported in 2009 of US-born non-Hispanic African-Americans.
10. List the number of contact investigations conducted for TB cases and suspected TB cases reported in 2009.

If Contractor fails to meet any of the performance measures, Contractor shall furnish in the narrative report due March 1, 2010, a written explanation including a plan to meet those measures. Nothing in this provision acts to constrain enforcement options for DSHS regarding any contract breach.

#### SECTION III. SOLICITATION DOCUMENT:

Governmental Entity

#### 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.

Department of State Health Services  
Claims Processing Unit, MC 1940  
1100 West 49<sup>th</sup> Street  
PO 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](mailto:invoices@dshs.state.tx.us).

**SECTION VII. BUDGET:**

**SOURCE OF FUNDS:** STATE

**SECTION VIII. SPECIAL PROVISIONS:**

General Provisions, **Article III. Funding** is revised to include the following:

Funding from this Contract shall not be used to supplant (i.e., used in place of funds dedicated, appropriated or expended for activities funded through this Contract) state or local funds, but Contractor shall use such funds to increase state or local funds currently available for a particular activity. Contractor shall maintain local funding at a sufficient rate to support the local program. If the total cost of the project is greater than DSHS' share set out in SECTION VII. BUDGET, Contractor shall supply funds for the remaining costs in order to accomplish the objectives set forth in this Contract.

All revenues directly generated by this Contract or earned as a result of this Contract during the term of this Contract are considered program income; including income generated through Medicaid billings for TB related clinic services. Contractor may use the program income to further the scope of work detailed in this Contract, and must keep documentation to demonstrate such to DSHS's satisfaction. This program income may not be used to take the place of existing local, state, or federal program funds.

General Provisions, **Article IV. Payment Methods and Restrictions, Section 4.02, Billing Submission**, is hereby revised to include:

Quarterly Financial Status Reports (Form 269A) from Contractor shall be provided to DSHS in the format provided by the DSHS. These reports shall be mailed to Texas Department of State Health Services, Attention: Accounting Section, Claims Processing Unit, 1100 West 49<sup>th</sup> Street, PO Box 149347, Austin, Texas 78714-9347. One (1) copy of each quarterly financial status report shall be mailed to the Texas Department of State Health Services, Attention: TB Services Branch, Mail Code 1939, 1100 West 49<sup>th</sup> Street, PO Box 149347, Austin, Texas 78714-9347. These reports shall be submitted on a quarterly basis as follows:

<b>PERIOD COVERED</b>	<b>DUE DATE</b>
September, October, November	December 31, 2009
December, January, February	March 31, 2010
March, April, May	June 30, 2010
June, July, August	September 30, 2010

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 Management Unit at least 90 days prior to the end of the term of this Program Attachment.

**Categorical Budget:**

PERSONNEL	\$146,554.00
FRINGE BENEFITS	\$51,956.00
TRAVEL	\$0.00
EQUIPMENT	\$0.00
SUPPLIES	\$0.00
CONTRACTUAL	\$0.00
OTHER	\$0.00
TOTAL DIRECT CHARGES	\$198,510.00
INDIRECT CHARGES	\$0.00
TOTAL	\$198,510.00
DSHS SHARE	\$198,510.00
CONTRACTOR SHARE	\$0.00
OTHER MATCH	\$0.00

Total reimbursements will not exceed \$198,510.00

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

# 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](http://www.co.hidalgo.tx.us/auditor)

August 27, 2009

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

## RE: Certification of Revenue

Dear Judge and Commissioners:

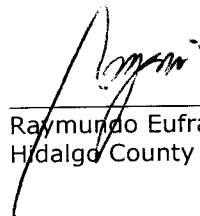
Pursuant to Local Government Code § 111.0706 SPECIAL BUDGET FOR GRANT OR AID MONEY:

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

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

AMOUNT	GRANT
\$198,510.00	2010-032844-001 Tuberculosis Prevention and Control - State

CERTIFIED BY:

  
Raymundo Eufrazio, CPA  
Hidalgo County Auditor

8/27/09  
Date

### HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ, JR. JUDGE, 92 <sup>ND</sup> D.C.	RODOLFO DELGADO JUDGE, 93 <sup>RD</sup> D.C.	J. R. "BOBBY" FLORES JUDGE, 139 <sup>TH</sup> D.C.	ROSE GUERRA REYNA JUDGE, 206 <sup>TH</sup> D.C.	JUAN R. PARTIDA JUDGE, 275 <sup>TH</sup> D.C.	MARIO E. RAMIREZ, JR. JUDGE, 332 <sup>ND</sup> D.C.	NOE GONZALEZ JUDGE, 370 <sup>TH</sup> D.C. OVERSEER	LETICIA LOPEZ JUDGE, 389 <sup>TH</sup> D.C.	IDA SALINAS FLORES JUDGE, 398 <sup>TH</sup> D.C.	ISRAEL RAMON, JR. JUDGE, 430 <sup>TH</sup> D.C.	JESSE CONTRERAS JUDGE, 449 <sup>TH</sup> D.C.
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**HIDALGO COUNTY  
COMMISSIONER COURT  
2009 SALARY SCHEDULE**

**AI - 17130**

**TB CONTROL**

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	
G001	113	LVN	33,635.00	0.00	33,635.00	0.05	1,682.00	0.00	35,317.00	35,317.00	0.00	0.00	0.00	0.00	0.00	35,317.00
G002	113	TB OUTREACH WORKER	21,567.00	0.00	21,567.00	0.05	1,078.00	687.00	23,332.00	23,332.00	0.00	0.00	0.00	0.00	0.00	23,332.00
G003	113	TB OUTREACH WORKER	0.00	26,229.00	26,229.00	0.00	0.00	0.00	26,229.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
G004	113	BILLING CLERK	0.00	24,186.00	24,186.00	0.00	0.00	0.00	24,186.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
G005	113	BILLING CLERK	0.00	24,186.00	24,186.00	0.00	0.00	0.00	24,186.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>TOTAL</b>			55,202.00	74,601.00	129,803.00		2,760.00	687.00	133,250.00	58,649.00	0.00	0.00	0.00	0.00	0.00	58,649.00

Approval of salary schedule. Grant period 09/01/2009 through 08/31/2010.



**HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT  
TB CONTROL GRANT EMPLOYEE SALARY SCHEDULE  
9-1293-441-00-340-008-10**

Term: 9/1/2009 - 8/31/2010			Salary 9/1/2009	Salary 1/1/2010	Salary for 12 month
Slot #	Employee Name	Employee Title	12/31/2009	8/31/2010	Grant Period
008-G002		TB Outreach Worker	\$ 7,777.33	\$ 18,104.87	\$ 25,882.20
008-G001		LVN	\$ 11,772.33	\$ 26,494.36	\$ 38,266.69
008-G003		TB Outreach Worker	\$ 8,743.00	\$ 20,132.77	\$ 28,875.77
008-G004		Billing Clerk	\$ 8,062.00	\$ 18,702.67	\$ 26,764.67
008-G005		Billing Clerk	\$ 8,062.00	\$ 18,702.67	\$ 26,764.67
	<b>TB Control Salary</b>		<b>\$ 44,416.66</b>	<b>\$ 102,137.34</b>	<b>\$ 146,554.00</b>
	FICA	7.65%	\$ 3,397.87	\$ 7,813.51	\$ 11,211.38
	Retirement	8.92%	\$ 3,961.97	\$ 9,110.65	\$ 13,072.62
	Unemployment	0.50%	\$ 222.08	\$ 510.69	\$ 732.77
	Worker's Comp.	3.27%	\$ 1,452.42	\$ 3,339.89	\$ 4,792.32
	Health Insurance	\$4,164/Yr.			\$ 21,992.91
	Life Insurance	\$33/Yr.			\$ 154.00
	<b>TB Control F.B. Total</b>		<b>\$ 9,034.35</b>	<b>\$ 20,774.73</b>	<b>\$ 51,956.00</b>
	<b>TB Control Sal/FB Total</b>		<b>\$ 53,451.01</b>	<b>\$ 122,912.07</b>	<b>\$ 198,510.00</b>



**Memorandum of Agreement - UNIVERSITY OF TEXAS HEALTH SCIENCE  
CENTER AT HOUSTON  
CC REGULAR**

**Date:** 09/01/2009  
**Submitted By:** Josie Escalante, HEALTH & HUMAN SERVICES DEPT.  
**Submitted For:** Eddie Olivarez  
**Department:** HEALTH & HUMAN SERVICES DEPT.  
**Agenda Category:** Health & Human Services Dept.

**Information**

**CAPTION**

Acceptance and approval enter into a Memorandum of Agreement between Hidalgo County, and the University of Texas Health Science Center at Houston for the 2012 Tuberculosis Study.

**BACKGROUND**

This study is for the evaluation of new tests to detect early tuberculosis infection and for the studies on the nature of the association between tuberculosis and diabetes.

The term of this Agreement will begin on the September 01, 2009 and end on August 31, 2012.

**Fiscal Impact**

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

**BUDGETARY IMPACT:**

The aim of this Agreement is to establish an agreement for the exchange of information and for cooperative research between both institutions in the field of tuberculosis.

**Attachments**

Link: [2012 TB Study](#)

**Form Routing/Status**

Route	Seq	Inbox	Approved By	Date	Status
1		Budget & Management	Erika Zamora	08/25/2009 04:21 PM	APRV
2		Manuel Chapa	Manuel Chapa	08/28/2009 03:23 PM	APRV
3		Auditor's Office	Linda Fong	08/28/2009 03:54 PM	APRV
4		Purchasing Department	Marty Salazar	08/28/2009 04:03 PM	APRV

Form Started By: Josie Escalante  
 Started On: 08/25/2009 02:28 PM

Final Approval Date: 08/28/2009

**STATE OF TEXAS** §  
§  
**COUNTY OF HIDALGO** §

**MEMORANDUM OF AGREEMENT BETWEEN  
HIDALGO COUNTY AND THE UNIVERSITY OF TEXAS  
AT BROWNSVILLE**

This Memorandum of Agreement is made on this \_\_\_\_ day of \_\_\_\_\_ 20090 by and between **HIDALGO COUNTY** by and through its Department of Health and Human Services, hereinafter referred to as “COUNTY”, with administrative offices located at 1304 S 25<sup>th</sup>, Edinburg, TX 78539, and **UNIVERSITY OF TEXAS HEALTH SCIENCE CENTER AT HOUSTON – SCHOOL OF PUBLIC HEALTH** by and through its School of Public Health, (the Public Health Division of the Regional Academic Health Center of the Lower Rio Grande Valley) hereinafter referred to as “SPH-B”, located at 80 Fort Brown, University of Texas Brownsville-RAHC Bldg, Brownsville, TX 78520.

The aim of this Agreement is to establish an agreement for the exchange of information and for cooperative research between both institutions in the field of tuberculosis.

**I. PROVISION OF SERVICES**

The COUNTY coordinates directly for health services to tuberculosis patients from Hidalgo County, and therefore has information of the characteristics of the patients and access to data on the mycobacterium strain that has infected them. The faculty at SPH-B has developed a comprehensive tuberculosis research program.

Through this Agreement the parties shall develop by a cooperative agreement the following:

1. **Evaluation of new tests to detect early tuberculosis infection.** The aim of this project is to evaluate laboratory assays that can help predict if an individual is in the early stages of active TB disease. The results will benefit the Mexican-American community that is vulnerable to contracting tuberculosis by:

- A. Providing a tool can detect early tuberculosis, before the infection is spread to other individuals in the community; and
- B. Providing an additional tool to complement the tuberculin skin test and chest x-rays assess if an individual should receive chemoprophylaxis for tuberculosis.

2. **Studies on the nature of the association between tuberculosis and diabetes.** The aim of these studies is to understand the basis for our observation from previous collaboration between Texas and Mexico that indicated that in the border population, diabetes contributes to the development of a more serious tuberculosis infection, which is more likely to present drug-resistant and multi-drug resistant tuberculosis. The aims of the studies are to:

- A. confirm prospectively the proportion of tuberculosis patients who have diabetes co-morbidity, and more importantly, chronic hyperglycemia
- B. Determine if there is a relationship between chronic hyperglycemia and the clinical presentation of tuberculosis, including higher bacillary load that takes longer to clear during the course of treatment.
- C. Explore the immunological basis of the association between poor diabetes control and tuberculosis presentation and complications, including drug-resistant and multi-drug resistant tuberculosis

These studies will benefit all patients with tuberculosis on the Texas-Mexico border, by providing information to the patient and the physician on their blood glucose level, chronic blood

glucose control (HbA1c), and the relationship between these findings and their tuberculosis prognosis.

The participation of COUNTY in this initiative shall consist of the following::

1. Providing SPH-B researchers with information on the patients thought to be infected with tuberculosis, as well as individuals at high risk of contracting the infection. Informing the patient very briefly about the study, and requesting their authorization to have the SPH-B outreach worker provide further details. Thereafter, SPH-B researchers will explain to the individual the study and invite them to participate. If they voluntarily decide to do so, they will sign the informed consent and HIPPA forms approved by UT-SPH-B Committee for the Protection of Human Subjects, protocol number protocol number SPH-06-0012, SPH-06-0436, SPH-08-0451, NIAID DMID#06-0042, NIAID DMID#09-0069 DSHS IRB#06-007, DSHS IRB#07-046. (The “Consenting Patient”)
  2. Provide SPH-B researchers with the relevant medical information on the Consenting Patient, after the patient has released the access to his information by signing the HIPPA form.
  3. A blood specimen will be taken from the Consenting Patient. This will be done at the same time that the Consenting Patient is being bled for routine medical work at the COUNTY, or at a scheduled time and place between the Consenting Patient and the SPH-B researcher.
- None of these studies will result in extra cost for the COUNTY. None will put the Consenting Patient at any unnecessary or undue risk.

## **II. TERM OF AGREEMENT**

The term of this Agreement will begin on the September 01, 2009 and end on August 31, 2012.

## **III. COMPENSATION**

COUNTY will receive no reimbursement from SPH-B for any services provided. SPH-B will receive no reimbursement from COUNTY for any services provided.

**IV. NOTICES**

All notices or other writing required under this Agreement shall be deemed to have been made when sent by certified or registered mail, return receipt request, to the following address:

TO: SPH-B:  
Joseph B. McCormick  
Regional Dean  
UTH- SPH-B-Brownsville Campus  
University of Texas at Brownsville  
80 Fort Brown, SPH building  
Brownsville, Texas 78520

TO COUNTY:  
Hidalgo County Health Department  
Attn: Mr. Eduardo Olivarez  
1304 S 25<sup>th</sup>  
Edinburg, Texas 78539

**V. TERMINATION**

This Agreement may be terminated by either party by giving thirty (30) days written notice via certified mail, return receipt requested to the other party hereto of the intention to terminate.

**VI. LAW GOVERNING VENUE**

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and, the obligations and undertakings of each of the parties to this Agreement shall be performable in Hidalgo County, Texas.

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

**THE UNIVERSITY OF TEXAS  
HEALTH SCIENCE CENTER AT HOUSTON-  
SCHOOL OF PUBLIC HEALTH**

\_\_\_\_\_  
Joseph B. McCormick, MD – Regional Dean

**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







**AMENDMENT TO EXHIBIT "A"  
PERFORMANCE STATEMENT**

**ADVOCACY RESOURCE CENTER FOR HOUSING (ARCH)** having been certified as a non-profit, has been allocated ESG Surplus Funds. The non-profit shall carry out the following activities identified in its ESG Surplus Funds Application:

**ESSENTIAL SERVICES / HOMELESS PREVENTION SERVICES**

Advocacy Resource Center for Housing (ARCH) shall utilize ESG Surplus Funds for essential services and homeless prevention activities. The essential services are to be used for salaries of counseling staff that will be assisting clients seeking assistance for homeless prevention. Homeless prevention activities include assistance to families and individuals who have received rental eviction notices and utility disconnect notices. A total of \$79,429.67 was awarded; \$23,470.34 for essential services and \$55,959.33 for homeless prevention activities.

The subrecipient agreement for Advocacy Resource Center for Housing was approved on March 17, 2009 and will end on September 30, 2009.

The Advocacy Resource Center for Housing (ARCH) has informed the Urban County Program that they will not be able to expend all the funds awarded. This request is to amend the subrecipient agreement with ARCH by deleting funds in the amount of \$44,000 from their original subrecipient agreement amount. The new subrecipient agreement amount will be \$35,429.67.

**AMENDMENT APPROVED BY HIDALGO COUNTY COMMISSIONERS'  
COURT ON SEPTEMBER 1, 2009.**

**County:**  
**Hidalgo County**

**Non-Profit**  
**Advocacy Resource Center for Housing**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

Urban County Program Director  
Title

Executive Director  
Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_



2507 Buddy Owens  
McAllen, Texas 78501  
Ph: (956) 631-4277  
Fax: (956) 631-4277 (call-1<sup>st</sup>)

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ADVOCACY RESOURCE CENTER FOR HOUSING

August 19, 2009

Mrs. Diana Serna  
Urban County Program  
1916 Tesoro Boulevard  
Pharr, Texas 78577

Dear Mrs. Diana Serna, Executive Director

In March 20<sup>th</sup>, 2009 we began work effort with Urban County on a sub-contract basis with 2009 ESG SURPLUS FUNDS grant awarded to us in the amount of: \$79, 429.67. We were informed that we could begin executing the grant in April 2009 and that the grant would end in June 2009. Shortly after, we were advised that the 2009 ESG Surplus Grant was extended till the end of September 2009. We have since worked diligently to delegate these funds to the needy families in our communities. In just the four months of April, May, June and July 2009 we have spend \$22,930.01 of the \$79,429.67 award. Though Urban County awarded \$79,429.67 in restricted funds; ARCH does not have this dollars amount in liquidity form to spend upfront. The reimbursement system has also limited how much we are able to budget for expenditures because there is a waiting period we need to account for. I assure you we have the clients that desperately await the assistance for we log every client call and office visit. The Board of Directors and I are committed to looking at other avenues of generating immediate funds, but as of now, we have concluded that we will *not* be able to spend the \$56,500.07 still left in our ESG Surplus award. We would like to retain \$12,500.07 of the \$56,500.07 and return \$44,000 that we feel we *will not* be able to spend. We thank you Mrs. Serna, for the opportunity of working with Urban County 2009 ESG Surplus funds and we look forward to continue working with the new ESG FFY 22 grant. We know we will fare better in executing this ESG FFY 22 grant because we have a year & eighteen months to spend these funds; compared to the short six month on the 2009 ESG Surplus award. Again thank you and Please feel free to call me at (956) 631-4277 or my cell: (956) 624-4006 if you have any questions.

Sincerely

San Juanita Maldonado, Director  
Advocacy Resource Center for Housing  
sjm/arch

AI-17176

13.B.

**Program Amendment - Pct. # 3**

**CC REGULAR**

**Date:** 09/01/2009  
**Submitted By:** Estella Webber, URBAN COUNTY  
**Department:** URBAN COUNTY  
**Agenda Category:** Urban County

**Information**

**CAPTION**

1. Public Hearing concerning a proposed Program Amendment for Urban County Program FY 22 (2009) for Hidalgo County Precinct No. 3. The proposed amendment will add a Street, Water/Sewer and Youth Activity to the approved work plan.

2. Requesting approval of a Program Amendment for Hidalgo County Precinct No. 3 to the existing work plan for Urban County Program Year 22 (2009).

**BACKGROUND**

The proposed amendment for Hidalgo County Precinct No. 3 will add a Street, Water/Sewer and Youth Activity to the approved work plan. A Public Hearing was held on September 1, 2009 at 1:30 P.M., and citizen participation requirements have been met. See attached detailed amendment.

The proposed Precinct 3 Year 22 (2009) Amendment will:

\*Create a Precinct 3 Youth Services activity for the City of Mission Boys & Girls Club of Mission. Funding will be provided to the Jessie Jensen Unit located at Mile 5 and Glasscock Road. Funds will be used for salaries, to include fringe benefits, of six staff members who will provide direct services.

\*Add to Precinct 3 Street Improvement work plan the following: Construction of Texan Road from 3 Mile to 7 Mile and the surrounding streets in the general vicinity to include, but not limited to, caliche, curb & gutter, sidewalks and related appurtenances.

\*Create a Precinct 3 Water/Sewer Improvement activity for the purchase and installation of fire hydrants in Sullivan City, Sam Fordyce, and Havana in the Precinct 3 area.

**Fiscal Impact**

**FISCAL YEAR:** 2009

**ACCT. #:** Urban County Funds

**FUNDS AVAILABLE Y/N?:**

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Proposed program amendment is utilizing Urban County Funds.

**Attachments**

Link: [amendment - Pct. 3](#)

**Form Routing/Status**

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Budget & Management	Erika Zamora	08/27/2009 08:21 AM	APRV
2	Perla Lopez	Perla Lopez	08/27/2009 09:11 AM	APRV
3	Auditor's Office		08/28/2009 06:08 PM	NEW

Form Started By: Estella Webber  
Started On: 08/26/2009 03:50 PM  
Final Approval Date: 08/28/2009

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**PUBLIC HEARING NOTICE  
 HIDALGO COUNTY PRECINCT NO. 3  
 URBAN COUNTY PROGRAM  
 PROGRAM AMENDMENT**

In compliance with the Community Block Grant CDBG (CDBG) requirements, Hidalgo County Commissioners' Court will conduct a Public Hearing to solicit input from interested parties on the proposed program amendment to its Urban County Program Year 22 (2009) for Precinct 3.

The public hearing will be held on Tuesday, September 1, 2009 at 1:30 p.m. at the Hidalgo County Administration Building located at 100 East Cano, Edinburg, TX 78539. The following is the proposed program amendment:

**PRECINCT 3**

<u>Existing Budget</u>	<u>Activity</u>	<u>Proposed Budget</u>
5,000.00	General Administration	5,000.00
<b>1,030,391.00</b>	<b>Street Improvements (-\$57,000)</b>	<b>973,391.00</b>
334,011.00	Street Improvements (Palmview)	334,011.00
-0-	<b>Water/Sewer Improvements</b>	<b>20,000.00</b>
-0-	<b>Youth Services (Mission B&amp;G Club-Jensen Unit)</b>	<b>37,000.00</b>
14,774.00	Public Services (La Union Del Pueblo Entero)	14,774.00
15,000.00	Public Services (International Valley Health Inst.)	15,000.00
7,000.00	Senior Services (Amigos del Valle)	7,000.00
25,000.00	Transportation Services (LRGVDC Rio Metro)	25,000.00
10,000.00	Battered & Abused Spouses (Mujeres Unidas)	10,000.00
20,000.00	Abused & Neglected Children (Advocacy Center)	20,000.00
<u>25,000.00</u>	Abused & Neglected Children (CASA)	<u>25,000.00</u>
<b>1,486,176.00</b>		<b>1,486,176.00</b>

The proposed amendment will **create** a Precinct 3 Youth Services activity for the City of Mission Boys & Girls Club of Mission. Funding will be provided to the Jessie Jensen Unit located at Mile 5 and Glasscock Road. Funds will be used for salaries, to include fringe benefits, of six staff members who will provide direct services.

The proposed amendment will **add** to Precinct 3 Street Improvement work plan the following: Construction of Texan Road from 3 Mile to 7 Mile and the surrounding streets in the general vicinity to include, but not limited to, caliche, curb & gutter, sidewalks and related appurtenances.

The proposed amendment will **create** a Precinct 3 Water/Sewer Improvement activity for the purchase and installation of fire hydrants in Sullivan City, Sam Fordyce, and Havana in the Precinct 3 area.

**ACCOMODATIONS FOR INDIVIDUALS WITH DISABILITIES WILL BE PROVIDED UPON REQUEST.**

LAS PRESENTACIONES SE HARAN EN ESPANOL PARA AQUELLA PERSONALS QUE ASI LO DESEEN.

For more information, please come by the Urban County Program office located at 1916 Tesoro Blvd., Pharr, TX 78577 or call (956) 787-8127.

WRITTEN COMMENTS CAN BE FORWARDED TO:

Diana R. Serna, Executive Director  
Urban County Program  
1916 Tesoro Blvd.  
Pharr, TX 78577





Form Started By: Estella Webber

Started On: 08/26/2009 02:08  
PM

Final Approval Date: 08/28/2009

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**AMENDMENT TO EXHIBIT "A"  
PERFORMANCE STATEMENT**

**THE SALVATION ARMY** having been certified as a non-profit, has been allocated ESG Surplus Funds. The non-profit shall carry out the following activities identified in its ESG Surplus Funds Application:

**ESSENTIAL SERVICES / HOMELESS PREVENTION SERVICES**

The Salvation Army shall utilize the ESG Surplus Funds for essential services and homeless prevention activities. The essential services are to be used for salaries of counseling staff that will be assisting clients seeking assistance for homeless prevention. Homeless prevention activities include assistance to families and individuals who have received rental eviction notices and utility disconnect notices. A total of \$206,453.41 was awarded; \$ 114,495.72 for maintenance and operations; \$32,764.35 for essential services and \$59,193.34 for homeless prevention activities.

The subrecipient agreement for The Salvation Army was approved on March 17, 2009 and will end on September 30, 2009.

This request is to amend the subrecipient agreement with The Salvation Army by increasing funds in the amount of \$44,000 to their original awarded amount for homeless prevention activities. The new subrecipient agreement amount will be \$250,453.41.

**AMENDMENT APPROVED BY HIDALGO COUNTY COMMISSIONERS'  
COURT ON SEPTEMBER 1, 2009.**

**County:**  
**Hidalgo County**

**Non-Profit**  
**The Salvation Army**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

Urban County Program Director  
Title

Commanding Officer  
Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# DOING THE MOST GOOD

William Booth, *Founder*

Shaw Clifton, *General*

Commissioner Maxwell Feener, *Territorial Commander*

Major Kenneth Johnson, *Divisional Commander*

Major Dan & Alba Ford, *Corps Officers*

FOUNDED IN 1865

1600 NORTH 23RD STREET  
P.O. BOX 4766  
McALLEN, TEXAS 78502-4766  
TELEPHONE: 956/682-1468  
FAX: 956/682-9693

August 25, 2009

Ms. Diana Serna  
Executive Director  
Urban County Program  
1916 Tesoro Boulevard  
Pharr, TX. 78577

RE: Hidalgo County Urban County Program  
Surplus Grant 2009

Dear Ms. Serna,

The Salvation Army of McAllen would like to formally request an additional \$44,000 in funds for the Surplus Grant. The funds will be used for Utility Assistance. If you have any questions or concerns please feel free to call me at (956) 682-1468.

In HIS name,



Major Dan Ford  
Commanding Officer

DF/ph



An Agency of United Way  
of South Texas

**Planning Department  
CC REGULAR**

**Date:** 09/01/2009  
**Submitted By:** Nora Cavazos, PLANNING DEPT.  
**Submitted For:** Raul Sesin  
**Department:** PLANNING DEPT.  
**Agenda Category:** Planning Department

**Information**

**CAPTION**

1. Discussion and Possible Action on request by property owners of various tracts out of Lot 44-7, West Addition to Sharyland Subdivision AKA Colonia Trevino through The Texas Rio Grande Legal Aid to waive penalties and interest of delinquent property taxes.
2. Discussion and Possible Action for authorization of Hidalgo County Judge to sign an application to the City of Pharr Planning and Zoning Commission Hearing Request for Subdivision Plat Approval of Proposed Precinct No. 2 Office Complex Subdivision.
3. Discussion and Possible Action to grant change fund of \$150.00 for the main office (Edinburg) and \$75.00 for the Precinct No. 3 Sub-station (Mission) for a total of \$225.00.

**BACKGROUND**

**Fiscal Impact**

**FISCAL YEAR:** **ACCT. #:** Tax Revenue  
**FUNDS AVAILABLE Y/N?:** **MATCHING FUNDS Y/N?:**  
**BUDGETARY IMPACT:**  
 Possible reduction in tax revenue.

**Attachments**

- Link: [Colonia Trevino](#)  
 Link: [Colonia Trevino;Plat](#)  
 Link: [Proposed Pct 2 Office Complex](#)  
 Link: [Pct. 2 Office Complex;Plat](#)  
 Link: [Change Fund Letter](#)

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/27/2009 08:21 AM	APRV
2	Olga Garza	Olga Garza	08/27/2009 10:01 AM	APRV
3	Auditor's Office		08/28/2009 06:08 PM	NEW

Form Started By: Nora Cavazos

Started On: 08/26/2009 03:49  
PM

Final Approval Date: 08/28/2009

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# PLANNING DEPARTMENT

## County Of Hidalgo

**Raul E. Sestin, P.E., CFM**  
PLANNING ADMINISTRATOR

### MEMORANDUM

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

**From: Raul E. Sestin, P.E., Planning Administrator**

**Date: August 26, 2009**

**Re: Colonia Trevino**

On February 26, 1990, an injunction was filed in favor of Hidalgo County against Jose G. Trevino and his heirs which prohibits the transfer of title to the various landowners in Colonia Trevino. It is our understanding that said injunction was filed because Mr. Trevino failed to comply with Hidalgo County's Subdivision regulations at that time. However, since then the State has allowed property owners with similar hardships to apply for utility certificates which in essence would waive the subdivision regulations due to the failure of the developer to comply. The only difference in this case is that the property owners do not have title to their properties which is required in order to obtain said certificate with the County.

On February 10, 2009, our department met with representatives from the City of Alton and attorneys with Rio Grande Legal Aid regarding the conditions the County would be in agreement with in order to release the injunction filed with regard to the substandard development of Colonia Trevino. As a result of the meeting we have agreed in principle to the following.

1. All tracts in this Colonia shall have access to and shall acquire an individual water meter for residential usage.
2. All tracts shall acquire a connection to the sanitary sewer services of the City of Alton immediately upon availability.
3. The final judgment in this case shall include a stipulation that the access roads shown on the survey by L.L. Rodriguez shall be dedicated to Hidalgo County as public right-of-way.
4. Finally, the first two conditions shall run with the properties until said conditions are met and no permits shall be issued by Hidalgo County until all utility services are in place.

The residents of Colonia Trevino through Texas Rio Grande Legal Aid are requesting a waiver of penalties and interest based on their delinquent taxes in the amount of \$11,644.85. Attached please find a letter from Emily Rickers, Attorney from Texas Rio Grande Legal Aid addressed to Honorable Commissioner Joe M. Flores for your review and consideration.

This item is now before you.



LAW OFFICE OF  
**TEXAS RIOGRANDE LEGAL AID, INC.**

EDINBURG  
316 SOUTH CLOSER BLVD.  
EDINBURG, TX 78539  
TELEPHONE (956) 393-6200 TOLL FREE (800) 369-0437  
FAX (956) 383-4688

August 24, 2009

Hon. Joe M. Flores  
Hidalgo County Commissioner, Precinct 3  
724 N. Breyfogle Road  
Mission, Texas 78572  
Via fax to: 585-2375

Re: Colonia Treviño Taxes

Dear Commissioner Flores:

On behalf of the residents of Colonia Treviño, north of Alton, I am writing to express their appreciation for your assistance in resolving so many of the obstacles to clearing title to the lots in this subdivision. We have made significant progress in finalizing metes and bounds descriptions and a survey, designating areas for each lot to have access to streets, and working toward sewer lines connected to the City of Alton sewer system. You and your office have been instrumental in accomplishing those goals, and we appreciate your help and interest in the plight of the residents.

The last issue that needs to be resolved is settlement of the delinquent property taxes owed on a significant portion of the colonia. These taxes have been delinquent since approximately 1983, and residents have been unable to pay them because they are assessed in one account against about half of the lots in the colonia and the two streets. The total due, including penalties and interest, currently exceeds \$70,000.00.

We have explored several options for paying these taxes in full, and have even looked for private financing that residents could secure with liens on their homes, but there is no source of funding that we have found that will cover the entire tax amount. After extensive discussions with the attorneys for the taxing entities, we have concluded that there is only way to reduce the account total to a manageable amount, and that is to request that each taxing authority consider waiving the penalties and interest due on the account. We have already asked Mission Independent School District, and their board has agreed to the waiver. As the other major taxing entity, Hidalgo County would provide important leadership on this matter if it agreed to do the same.

Please consider placing this request on the agenda for the Commissioner's Court in the near future. If you have additional questions or if you would like me to provide a more detailed presentation for the Court or for your office, please do not hesitate to contact me at 393-6207.

Sincerely,

TEXAS RIOGRANDE LEGAL AID, INC.

Emily S. Rickers  
Attorney, Colonias Team Manager



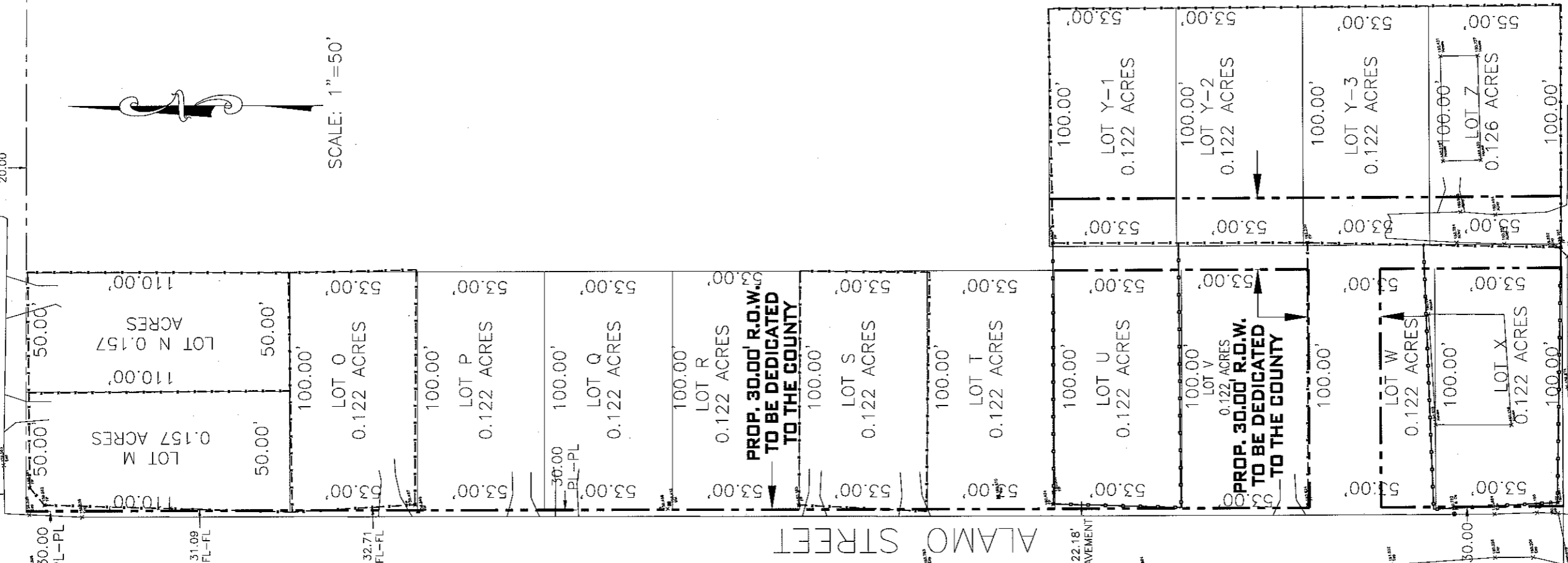
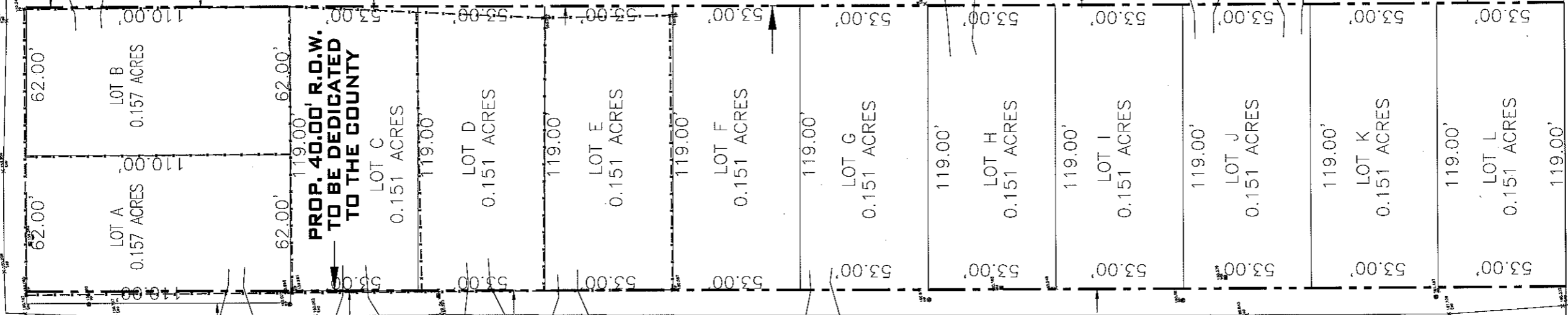
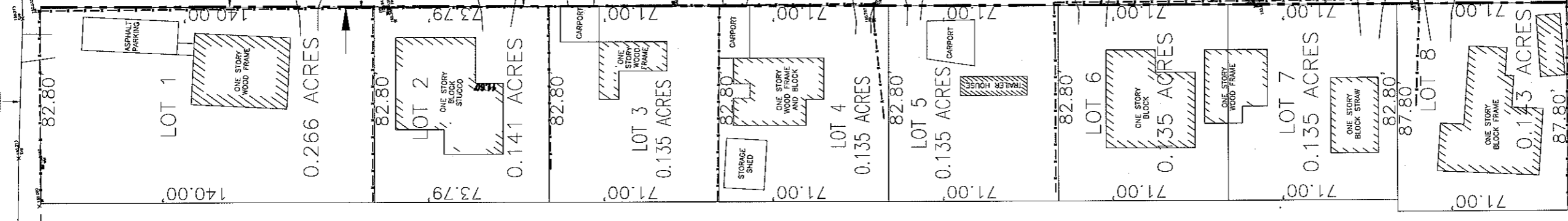
U

U

MILE 6 NORTH RD

30.00

50.00



SCALE: 1"=50'

PROP. 30.00' R.O.W. TO BE DEDICATED TO THE COUNTY

PROP. 30.00' R.O.W. TO BE DEDICATED TO THE COUNTY

OAK STREET

ALAMO STREET

20.00' ALLEY

CALICHE ROAD

CALICHE ROAD

# COLONIA TREVIÑO



**HIDALGO COUNTY  
PLANNING DEPARTMENT**

1304 S. 25 TH. STREET  
EDINBURG TX. 78539  
TEL: (956) 318-2840 FAX: (956) 318-2844  
www.co.hidalgo.tx.us

THIS DOCUMENT IS FOR HIDALGO COUNTY USE AND INFORMATIONAL PURPOSES ONLY. IT IS NOT A SURVEY AND SHALL NOT BE USED FOR ANY OTHER PURPOSES.




# PLANNING DEPARTMENT

## County Of Hidalgo

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

### MEMORANDUM

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

**From:** Raul E. Sesin, P.E., Planning Administrator 

**Date:** August 26, 2009

**Re:** Proposed Precinct No. 2 Office Complex Subdivision

---

Attached please find the subdivision plat for proposed Precinct No. 2 Office Complex Subdivision located West of U.S. Highway 281 along Hall Acres Road. The Subdivision is within the City of Pharr city limits and the plat engineer is requesting signature on behalf of the County for City of Pharr Planning and Zoning Commission Hearing Request for Subdivision Plat Approval.

This item is now before you.

CITY OF PHARR  
PLANNING AND ZONING COMMISSION HEARING REQUEST  
FOR SUBDIVISION PLAT APPROVAL

Name of Subdivision Precinct No. 2 Office Complex Subdivision

Legal Description: Being A 10.75-Ac Tract of Land out of Lot 229,  
Kelly-Pharr Subdivision, Hidalgo County TX as recorded in Vol. 03,  
Page 133-134 MRHC

Person making request Judge J.D. Salinas Phone (956) 318-2600

Address 100 E. Cano Edinburg, TX 78539

Owner County of Hidalgo (Joe Pena) Phone (956) 821-4755

Address 509 E. Earling Road San Juan, TX 78589

Present Property Zoning Agriculture AO

Present Use of Property Government Use

Do you plan to request a change of zone No if yes, to what zone \_\_\_\_\_

Fee paid \$486.25 by check #10987 cash \_\_\_\_\_ date 8/24/09

Comments \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signed: Rain [Signature] Date 8-25-09

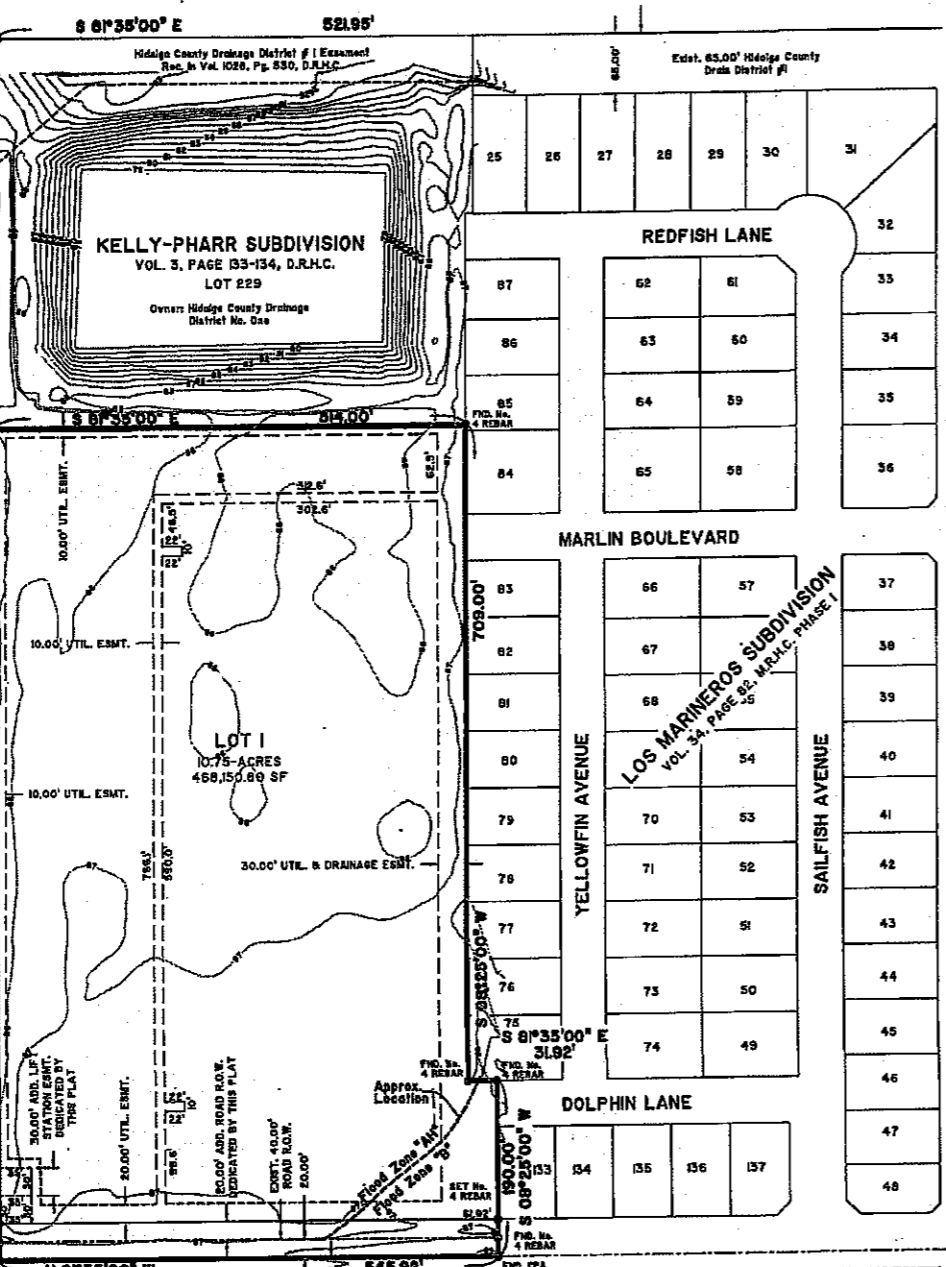
As owner, I hereby request a hearing before the Planning and Zoning Commission and authorize the above agent to act on my behalf in regards to the above described subdivision.

Signed: \_\_\_\_\_ Date \_\_\_\_\_

BASIS OF BEARING AS PER LOS MARINEROS SUBDIVISION PHASE I VOL. 34, PG. 62, M.R.H.C.



Exist. 80.00' Hidalgo County Drain District #1



LOT 230  
KELLY PHARR SUBDIVISION  
VOL. 3, PAGE 133-134, D.R.H.C.  
Owner: Pharr-Eng, John-Alonso  
Independent Subdiv District  
Document No. 1748284, D.R.H.C.

35'x30' Exist. LHM Station No. 40 in Utility Easement in favor of CITY OF PHARR  
Rec. in Dec. No. 34307, D.R.H.C.

P.O.B. FIG. 678 S.W. CORNER OF LOT 229 KELLY-PHARR SUBD. VOL. 3, PG. 133-134 D.R.H.C.

LOT 237  
KELLY-PHARR SUBDIVISION  
VOL. 3, PAGE 133-134, D.R.H.C.

LOT 236  
KELLY-PHARR SUBDIVISION  
VOL. 3, PAGE 133-134, D.R.H.C.

SUBDIVISION PLAT OF  
*Precinct No. 2 Office Complex*  
Subdivision  
AN ADDITION TO THE CITY OF PHARR,  
BEING A 10.75-ACRE TRACT OF LAND  
OUT OF LOT 229,  
KELLY PHARR SUBDIVISION,  
HIDALGO COUNTY, TEXAS;  
AS PER MAP RECORDED IN  
VOLUME 3, PAGES 133-134, DEED M.R.H.C.

**METES AND BOUNDS DESCRIPTION:**  
BEING A 10.75-ACRE TRACT OF LAND OUT OF LOT 229, KELLY-PHARR SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP RECORDED IN VOLUME 3, PAGES 133-134, DEED RECORDS OF HIDALGO COUNTY, TEXAS. SAID 10.75-ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:  
BEGINNING AT A COTTON PICKER SPINDLE FOUND AT THE SOUTHWEST CORNER OF LOT 229 FOR THE SOUTHWEST CORNER OF THIS TRACT OF LAND AND THE POINT OF BEGINNING;  
THENCE, NORTH 08 DEGREES 25 MINUTES 00 SECONDS EAST, WITH THE WEST LINE OF SAID LOT 229, AT 20.0 FEET PASS A No. 4 REBAR FOUND AT THE NORTH RIGHT OF WAY LINE OF HALL ACRES ROAD AT A TOTAL DISTANCE OF 899.00 FEET TO A No. 4 REBAR FOUND FOR THE NORTHWEST CORNER OF THIS TRACT OF LAND.  
THENCE, SOUTH 81 DEGREES 35 MINUTES 00 SECONDS EAST, PARALLEL TO THE SOUTH LINE OF SAID LOT 229, A DISTANCE OF 514.00 FEET TO A No. 4 REBAR FOUND AT THE WEST LINE OF LOS MARINEROS SUBDIVISION PHASE I (VOLUME 34, PAGE 62, M.R.H.C.) AND THE NORTHEAST CORNER OF THIS TRACT OF LAND;  
THENCE, SOUTH 08 DEGREES 25 MINUTES 00 SECONDS WEST, WITH THE WEST LINE OF SAID LOS MARINEROS SUBDIVISION PHASE I, A DISTANCE OF 709.00 FEET TO A No. 4 REBAR FOUND AT THE NORTH RIGHT OF WAY LINE OF DOLPHIN LANE AND FOR AN INTERIOR CORNER OF THIS TRACT OF LAND;  
THENCE, SOUTH 81 DEGREES 35 MINUTES 00 SECONDS EAST, WITH THE NORTH RIGHT OF WAY LINE OF SAID DOLPHIN LANE, A DISTANCE OF 319.2 FEET TO A No. 4 REBAR FOR AN EXTERIOR CORNER OF THIS TRACT OF LAND;  
THENCE, SOUTH 08 DEGREES 25 MINUTES 00 SECONDS WEST, WITH THE WEST LINE OF SAID LOS MARINEROS SUBDIVISION PHASE I, A DISTANCE OF 170.00 FEET PAST A No. 4 REBAR FOUND AT THE EXISTING NORTH RIGHT OF WAY LINE OF SAID HALL ACRES ROAD, AT A TOTAL DISTANCE OF 190.00 FEET TO A COTTON PICKER SPINDLE FOUND AT THE SOUTH LINE OF SAID LOT 229 FOR THE SOUTHWEST CORNER OF LOS MARINEROS SUBDIVISION PHASE I AND THE SOUTHEAST CORNER OF THIS TRACT OF LAND;  
THENCE, NORTH 81 DEGREES 35 MINUTES 00 SECONDS WEST, WITH THE SOUTH LINE OF SAID LOT 229, A DISTANCE OF 545.92 FEET TO THE POINT OF BEGINNING AND CONTAINING 10.75-ACRES OF LAND, MORE OR LESS.

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT #2 ON THIS, THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 200\_\_. NO IMPROVEMENTS OF ANY KIND (INCLUDING WITHOUT LIMITATION, TREES, FENCES, AND BUILDINGS) SHALL BE PLACED UPON HIDALGO COUNTY IRRIGATION DISTRICT #2 RIGHTS OF WAYS OR EASEMENTS.

PRESIDENT - H.C.L.D. No. 2 \_\_\_\_\_ SECRETARY \_\_\_\_\_ DATE \_\_\_\_\_

HIDALGO COUNTY DRAINAGE DISTRICT No. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OR THE DISTRICT ADOPTED UNDER TEX. WATER CODE SECTION 49.21(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. ONE

APPROVAL BY PLANNING AND ZONING COMMISSION: APPROVED AND AUTHORIZED FOR RECORD BY THE PLANNING AND ZONING COMMISSION, CITY OF PHARR, TEXAS, THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 200\_\_ BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF PHARR, TEXAS.

- GENERAL NOTES:**
1. COMMERCIAL DWELLING
  2. MINIMUM FLOOR ELEVATION SHALL BE ELEVATION = 90.00'
  3. FLOOD ZONE DESIGNATION: ZONE "AH" COMMUNITY PANEL NUMBER 480334 0425 C MAP REVISED: NOVEMBER 8, 1992
  4. PROPOSED SETBACKS AS PER CITY ORDINANCE
  5. BENCHMARK ELEVATION: 99.80, CITY OF PHARR BENCHMARK #28, NORTHING: 1056887.763, EASTING: 106681.398, LOCATED AT THE NORTHEAST CORNER OF INTERSECTION OF GAGE BLVD. AND HALL ACRES ROAD, APPROXIMATELY 438' EAST FROM THE CENTER LINE OF GAGE BLVD. AND 2' NORTH FROM THE CENTER LINE OF HALL ACRES ROAD.
  6. A 5 FOOT STANDARD CITY SIDEWALK WITH ADA RAMP IS REQUIRED ALONG HALL ACRES ROAD AT THE TIME OF BUILDING PERMIT, WITH THE SITE PLAN APPROVAL.
  7. A MINIMUM OF \_\_\_\_\_ DETENTION SHALL BE PROVIDED AS PART OF SITE PLAN APPROVAL PRIOR TO BUILDING PERMIT.
  8. SITE PLAN MUST BE APPROVED BY THE CITY PRIOR TO BUILDING PERMIT/CONSTRUCTION.
  9. NO CONSTRUCTION OF ANY STRUCTURE IS ALLOWED, UNLESS FIRE PROTECTION IS IN PLACE.
  10. ADDITIONAL FIRE HYDRANTS, WATER LINE AND BLUE REFLECTORS (825 EA) TO BE REQUIRED UPON ISSUANCE OF BUILDING PERMIT.
  11. NO DIRT OR SPILL SHALL BE STORED OR DEPOSITED-EVEN TEMPORARILY-ON A RIGHT OF WAY FOR ANY REASON.
  12. ANY DETENTIONS BELOW A DEPTH OF THREE FEET SHALL BE ENCLOSED WITH A FENCE.
  13. CONSTRUCTION SHALL COMPLY WITH ALL STORM WATER POLLUTION PREVENTION PLAN (SWPPP) (TPDES) REQUIREMENT.



**LOCATION MAP**  
PREPARED BY: R. GUTIERREZ ENGINEERING CORP.  
130 E. PARK AVE.  
PHARR, TEXAS 78577  
FIRM No. 486  
DATE PREPARED: JUNE 2009  
DATE SURVEYED: JUNE 2009

STATE OF TEXAS  
COUNTY OF HIDALGO  
(I/WE) THE UNDERSIGNED, OWNER(S) OF THE LAND ON THIS PLAT, AND DESIGNATED HEREIN AS (SUBDIVISION NAME) SUBSCRIBED HERETO, DOES(DO) HEREBY SUBDIVIDE SUCH PROPERTY AND DEDICATE TO THE USE OF THE PUBLIC ALL STREETS, ALLEYS, PARKS, DRAIN, EASEMENTS, WATER COURSES AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

OWNERS:  
ADDRESS:

STATE OF TEXAS  
COUNTY OF HIDALGO  
BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DATE PERSONALLY APPEARED \_\_\_\_\_ KNOWN TO ME TO BE THE PERSON(S) WHOSE NAME IS SUBSCRIBED TO THE FORGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.  
GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 200\_\_

NOTARY PUBLIC IN AND FOR HIDALGO COUNTY, TEXAS  
MY COMMISSION EXPIRES \_\_\_\_\_

STATE OF TEXAS  
COUNTY OF HIDALGO  
I, RAMIRO GUTIERREZ, P.E., A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

**PRELIMINARY-SUBJECT TO REVISIONS**  
RAMIRO GUTIERREZ, P.E.  
LICENSED PROFESSIONAL ENGINEER No. 65948  
R. GUTIERREZ ENGINEERING CORP.  
130 E. PARK  
PHARR, TEXAS 78577

STATE OF TEXAS  
COUNTY OF HIDALGO  
I, PABLO SOTO, J., A 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 ON THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION AND THAT ALL ASPECTS OF IT ARE IN ACCORDANCE WITH THE CITY OF PHARR SUBDIVISION ORDINANCE AND ALL STATE STATUTES GOVERNING SURVEYS.

**PRELIMINARY-SUBJECT TO REVISIONS**  
PABLO SOTO Jr.  
REGISTERED PROFESSIONAL LAND SURVEYOR No. 4541  
R. GUTIERREZ ENGINEERING CORP.  
130 E. PARK  
PHARR, TEXAS 78577  
FIRM No. 486

I, THE UNDERSIGNED, MAYOR OF THE CITY OF PHARR, TEXAS, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS WITH ALL THE CITY REQUIREMENTS OF THE CITY.

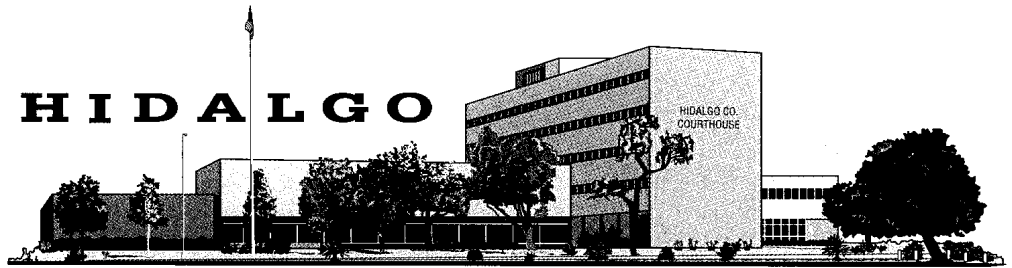
CITY OF PHARR, CLERK  
DATE: \_\_\_\_\_  
CITY OF PHARR, MAYOR  
DATE: \_\_\_\_\_

NO.	SHEET	REVISION	DATE	APPROVED

**R. Gutierrez**  
Engineering  
Corporation  
*Professional Engineers & Land Surveyors*  
130 E. PARK AVENUE • PHARR, TEXAS 78577  
(TEL) 956 782-2557 • (FAX) 956 782-2558  
FIRM No. 486

JOB No. ENG060294L

# 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](http://www.co.hidalgo.tx.us/auditor)

August 27, 2009

Mr. Raul E. Sesin, P.E., C.F.M.  
Planning Administrator  
Hidalgo County Planning Department  
1304 South 25<sup>th</sup> Street  
Edinburg, Texas 78539

Ref: Change Fund  
Local Government Code Section 130.92

Dear Mr. Sesin:

We have reviewed your request and have approved the change fund of \$225 as you requested. As communicated to my staff the change fund will be distributed as follows: \$150 for two additional cashiers at the Main Office and \$75 for one cashier at the substation located in Mission.

According to Local Government Code Section 130.902, "The Commissioner's Court of a county may set aside from the general fund of the county an amount approved by the County Auditor for use as a change fund by any county or district official who collects public funds. The fund may be used only to make change in connection with collections that are due and payable to the county, the state, or another political subdivision of the state that are made by the official. On the recommendation of the county auditor, the Commissioner's Court may increase or decrease the change fund at any time."

Please submit this letter to Commissioner's Court requesting the change fund for each location for a total of \$225. Once Commissioner's Court approves the \$225 change fund, request a check from the Hidalgo County Auditor's Accounts Payable Division to be made payable to your name.

You will be responsible for this change fund. The change fund should be accounted for on a daily basis and safeguarded under lock and key. Please be reminded that this change fund is not to serve as petty cash.

If you have any questions, do not hesitate to call Yvonne Torres, Internal Auditor III, at 318-2511 ext. 4642, or Arcy B. Duran, MBA, Director of Audit, at ext. 4645.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ray Eufrazio'.

Ray Eufrazio, CPA  
County Auditor

---

## HIDALGO COUNTY DISTRICT JUDGES

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

- Old Republic Surety Company
- Old Republic Insurance Company
- Bituminous Casualty Corporation

7610 Stemmons, Suite 400  
 P.O. Box 569480, Dallas, TX 75356-9480  
 Phone: (214) 634-1900/Fax: (214) 688-1120

## OFFICIAL BOND AND OATH

LPO 1135688

Bond Number

KNOW ALL PERSONS BY THESE PRESENTS:

That we, YVONNE RAMON, of MCALLEN, TX as  
 Principal, and OLD REPUBLIC SURETY COMPANY, a corporation duly licensed to do business in the State  
 of Texas, as Surety, are held and firmly bound unto the COUNTY JUDGE, HIDALGO COUNTY  
 and/or his/her successors in the penal sum of TWENTY THOUSAND AND NO/100--- Dollars (\$ 20,000 ),

for the payment of which we hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and  
 severally, firmly by these presents.

SIGNED, SEALED and DATED this 21ST day of JULY, 2009 .

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the  
26TH day of AUGUST, 2009, duly Appointed to the office of  
 (Elected - Appointed)  
ELECTIONS ADMINISTRATOR in and for HIDALGO County in the State of  
 Texas, for a term of 1 year(s) commencing on the 26TH day of AUGUST, 2009 .

NOW, THEREFORE, If the said Principal shall faithfully perform and discharge all the duties required of him/her by law as  
 the aforesaid officer, and shall FAITHFULLY PERFORMS HIS/HER DUTIES

\_\_\_\_\_ , then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims  
 which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the  
 Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the  
 bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be canceled by the Surety by sending written notice to the party to whom this  
 bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to  
 subsequent acts of the Principal.

Yvonne Ramon  
 YVONNE RAMON Principal

Countersigned \_\_\_\_\_  
 OLD REPUBLIC SURETY COMPANY  
 Surety

By: \_\_\_\_\_ BY T. Segovia  
 Texas Resident Agent T. SEGOVIA Attorney-in-Fact

### ACKNOWLEDGEMENT OF PRINCIPAL

THE STATE OF TEXAS  
 County of \_\_\_\_\_ } ss

Before me, \_\_\_\_\_ on this day, personally appeared \_\_\_\_\_,  
 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. Given under my hand and seal of office, at \_\_\_\_\_, Texas, this  
 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

SEAL \_\_\_\_\_  
 Notary Public  
 \_\_\_\_\_ County, Texas



KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: T. SEGOVIA, D.K. NELSON, P.J. LANDRETH, TONIE PETRANEK, D. DUVAL, E.G. WILSON, S. GREEN, OF DALLAS, TX

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$10,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED AN AGGREGATE OF TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000) ----- FOR ANY SINGLE OBLIGATION, REGARDLESS OF THE NUMBER OF INSTRUMENTS ISSUED FOR THE OBLIGATION.

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 5TH day of JUNE, 2009.

*[Signature]*  
Assistant Secretary



OLD REPUBLIC SURETY COMPANY  
*[Signature]*  
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 5TH day of JUNE, 2009, personally came before me, GERALD C. LEACH and RICK A. JOHNSON to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



*[Signature]*  
Notary Public  
My commission expires: 12/02/2012

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



Signed and sealed at the City of Brookfield, WI this 21st day of July 2009

OLD REPUBLIC SURETY COMPANY

*[Signature]*  
Assistant Secretary



**District Attorney's Office - 2009-2010 State Supplement  
CC REGULAR**

**Date:** 09/01/2009  
**Submitted By:** Roy Cazares, DISTRICT ATTORNEY  
**Submitted For:** Roy Cazares  
**Department:** DISTRICT ATTORNEY  
**Agenda Category:** District Attorney

**Information**

**CAPTION**

DA-State Supplement (1281):

1. Approval of Certification of Revenues as certified by the County Auditor for the DA-State Supplement Grant.
2. Approval of 2009-2010 D.A. State Supplement Budget, fund 1281, in the amount of \$34,450.00.
3. Approval of salary schedule.

**BACKGROUND**

Funding is provided by the State; grant period is from Sept. 1, 2009 to Aug. 31, 2010.

Slot # T001, Clerk Typist is currently filled for FY 2009 and will remain filled for FY 2010.  
 Slot # T002, Clerk Typist is currently filled for FY 2009 and will remain filled for FY 2010.  
 Slot # T003, Clerk Typist is currently vacant.  
 Slot # 0004, Assistant District Attorney is currently filled for FY 2009 and will remain filled for FY 2010.

**Fiscal Impact**

**FISCAL YEAR:** 2009-2010

**ACCT. #:** 9-1281-412-00-080-010-0-XXX

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

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

**BUDGETARY IMPACT:**

Appropriation of funds for the DA State Supplement for 2009-2010 in the amount of \$34,450.00 (period covers from Sept. 1, 2009 to Aug. 31, 2010).

Revenue Acct #9-1281-334-00-080-010-0-000 " DA State Supplement Grant Revenue"

Funding is determined and provided by the State, please see attached email sent by the Tx State Comptroller's Office.

**Attachments**

Link: [Appropriation](#)

Link: [Certification of Revenues](#)

Link: [Revised salary schedule](#)

Link: [Guidelines](#)

Link: [DA State Supplemental email](#)

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**Form Routing/Status**

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Budget & Management	Erika Zamora	08/27/2009 08:22 AM	APRV
2	Sylvia Solis	Sylvia Solis	08/27/2009 03:49 PM	APRV
3	Auditor's Office		08/28/2009 06:08 PM	NEW
Form Started By: Roy Cazares			Started On: 08/26/2009 03:52 PM	
Final Approval Date: 08/28/2009				

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# 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](http://www.co.hidalgo.tx.us/auditor)

August 27, 2009

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

**RE: Certification of Revenue**

Dear Judge and Commissioners:

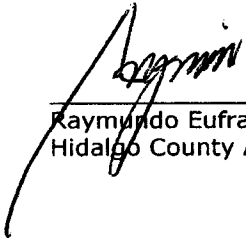
Pursuant to Local Government Code § 111.0706 SPECIAL BUDGET FOR GRANT OR AID MONEY:

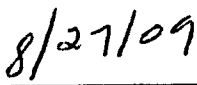
The county auditor shall certify to the commissioners court the receipt of all public or private grant or aid money that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court shall adopt a special budget for the limited purpose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

I, Ray Eufrazio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the Apportionment Funds appropriated in the General Appropriations Act for the District Attorney. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	GRANT
\$34,450.00	Apportionment Funds for State Appropriation Year 2010

CERTIFIED BY:

  
\_\_\_\_\_  
Raymundo Eufrazio, CPA  
Hidalgo County Auditor

  
\_\_\_\_\_  
Date

**HIDALGO COUNTY DISTRICT JUDGES**

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







# Office Apportionment Guidelines

## APPORTIONMENT EXCERPT FROM CURRENT APPROPRIATION ACT

For the payment of salaries of Assistant District Attorneys, investigators and/or secretarial help and expenses, including travel for these personnel as determined by the District Attorney, Criminal District Attorney and County Attorneys,

Reimbursement shall be limited to expenses for supplies or items which would normally be consumed or utilized within the fiscal year for which the funds in this item are designated. Payments shall not exceed \$34,450\* per district per year in multi-county districts and \$17,050\* per district per year in single-county districts and \$34,450\* for both multi-county and single-county districts for those District Attorneys, Criminal District Attorneys and County Attorneys performing the duties of a district attorney prohibited from the private practice of law per Government Code, Chapter 46; and shall be made available in three equal installments issued on the first day of September, January and May of each fiscal year. These payments shall be made directly to the District Attorney, Criminal District Attorney, or County Attorney for the purposes of disbursement as required by the attorney. The attorney receiving these payments shall be responsible to the Comptroller for accounting for all expenditures of these funds.

\* The annual amounts for the 2004-2005 biennium are \$16,650.00 per year for single-county districts not under the Professional Prosecutors Act and \$33,630.00 per year for multi-county districts and single-county districts under the Professional Prosecutors Act.

## ELIGIBLE EXPENSES (examples, not exclusive)

- Consumable expenses including: pens, paper, files, misc. office supplies
- Law books
- Rental or lease (not lease purchase) of office equipment, computer equipment, copiers
- Subscriptions and dues not for the exclusive use of the DA, CDA, or CA
- Travel for office staff (not the DA, CDA, or CA) that complies with the *State Travel Allowance Guide*
- Salaries for office staff
- Utility and telephone expenses
- Rent
- Contract labor

## INELIGIBLE EXPENSES (examples, not exclusive)

- Purchase of capital equipment including: desks, chairs, copiers, computers
- Travel for the DA, CDA or CA

## FUNDS AVAILABILITY

Apportionment funds are appropriated by the state fiscal year, which is September through August. As an example, fiscal year 2004 begins on September 1, 2003 and will end on August 31, 2004.

Funds requested must be for expenses incurred (or expected to be incurred) in the fiscal year that the funds became available.

A third of the funds will be available in September, January and May.

For those with \$33,630.00 available per year, \$11,210.00 will be available in September, January and May. For those with \$16,650.00 available per year, \$5,550.00 will be available in September, January and May.

## REQUESTING FUNDS

Request funds by submitting a completed *Comptroller Judiciary Apportionment Voucher* form (73-279). Funds may be requested monthly, every four months, annually (at the end of the fiscal year), or as expenses are incurred.

Funds may be requested for anticipated expenses. Vouchers for anticipated expenses should list expenses that are reasonably expected to occur within the dates requested. A voucher submitted in September for \$11,210.00 for expenses through December must be for regular expenses expected to occur in that time period.

If an office requests more funds than are available, only the remaining available funds will be reimbursed. If a request for \$12,000 is made for funds in September, only the \$11,210.00 will be disbursed. Another voucher will have to be submitted when the next third becomes available. Call the Comptroller Judiciary at any time to inquire about the amount available at **1-800-531-5441 ext. 6-5985**.

## DIRECT DEPOSIT

We encourage you to use direct deposit to avoid lost warrants and to speed the availability of your funds. Submit a completed direct deposit form available at: [www.window.state.tx.us/comptrol/san/payment/74-176.pdf](http://www.window.state.tx.us/comptrol/san/payment/74-176.pdf) or call the Comptroller Judiciary for a form.

# 33,630.00



# Forms Completion

## FORM COMPLETION

Do not complete shaded areas.

The following fields must be completed:

- Name of the DA, CDA or CA and a mailing address for the check or direct deposit notification
- Social security number of the DA, CDA or CA
- From and to dates covered for the expenditures on the voucher
- Grand total for dates covered
- Contact from county or district including telephone number, located below certification

### For Staff Salary Amounts Requested:

- Employee name
- Social security number
- Amount requested
- Payroll taxes may be included in salary amounts or listed separately.

Additional lines are available on the reverse side.

### For Office Expenses Requested:

- List rent, utilities, books, telephone and equipment leases separately.
- Consumable office supplies can be requested in one sum of up to \$500/month. For totals exceeding \$500 per month, provide explanation/itemization of expenses.

Additional lines are available on the reverse side.

### For Travel Amounts Requested:

List travel on the reverse side and enter the total on the front above the grand total. We do not request any receipts or detail although all travel must comply with the *State Travel Allowance Guide*. Go to: [www.window.state.tx.us/comptrol/san/travel/travel.html](http://www.window.state.tx.us/comptrol/san/travel/travel.html) to view the travel guide.

- List title or name of person who traveled and total amount requested for each person.

### Signatures:

Signatures must be original, we cannot accept a faxed form.

- Print or type the name of the DA, CDA or CA and complete the applicable blank.
- The DA, CDA or CA must sign and date the form in the certification box.

Please indicate a contact name and telephone number below the certification in case we have questions.

## Mail completed form to:

▶ **Comptroller Judiciary**  
P.O. Box 13528  
Austin, Texas 78711-3528

▶ Call us with questions at:  
**1-800-531-5441 ext. 6-5985**  
or email us at [<judiciary@cpa.state.tx.us>](mailto:judiciary@cpa.state.tx.us)

▶ The apportionment form is located on the Internet at: [<www.window.state.tx.us/taxinfo/taxforms/40-forms.html>](http://www.window.state.tx.us/taxinfo/taxforms/40-forms.html)  
Scroll to form 73-279, *Comptroller Judiciary Apportionment Voucher*.

# Office Apportionment Guidelines For

- *District Attorneys (DA)*
- *Criminal District Attorneys (CDA)*
- *County Attorneys with Felony Prosecution Authority (CA)*

## STATE SUPPLEMENT

**CAROLE KEETON STRAYHORN**  
Texas Comptroller

Texas Comptroller of Public Accounts  
Publication #96-854  
Revised August 2003.



**From:** Mike Escaname [mike.escaname@auditor.co.hidalgo.tx.us]  
**Sent:** Thursday, August 27, 2009 10:38 AM  
**To:** sylvia.solis@co.hidalgo.tx.us  
**Subject:** FW: Question on Office Apportionment Amount for FY 2010  
Sylvia,

You can attach this email to the DA's agenda item for the DA Supplement AI-10404 as back-up.

Thanks,

Mike E.

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**From:** Peter Gilfillan [mailto:Peter.Gilfillan@cpa.state.tx.us]  
**Sent:** Thursday, August 27, 2009 9:50 AM  
**To:** Mike Escaname  
**Subject:** RE: Question on Office Apportionment Amount for FY 2010

Mike,

Mr. Rene Guerra's office will be eligible to receive \$34,450 in Apportionment Funds for State Appropriation Year 2010 beginning September 1, 2009.

If you have any other questions, please feel free to let us know.

Thank you,

Peter Gilfillan  
Budget Analyst, Judiciary  
Comptroller's Judiciary Section  
Texas Comptroller of Public Accounts  
P.O. Box 13528  
Austin, Texas 78711-3528  
(512) 463-1694  
(800) 531-5441 ext. 3-1694  
Fax (512) 936-0132

IMPORTANT NOTICE: This communication and any attachments may contain privileged or confidential information under the Texas Public Information Act and/or applicable state and federal laws. If you have received this message in error, please notify the sender immediately.

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**From:** Mike Escaname [mailto:mike.escaname@auditor.co.hidalgo.tx.us]  
**Sent:** Thursday, August 27, 2009 9:18 AM  
**To:** Peter Gilfillan  
**Cc:** 'Becky Luna'  
**Subject:** Question on Office Apportionment Amount for FY 2010

Hello Mr. Gilfillan:

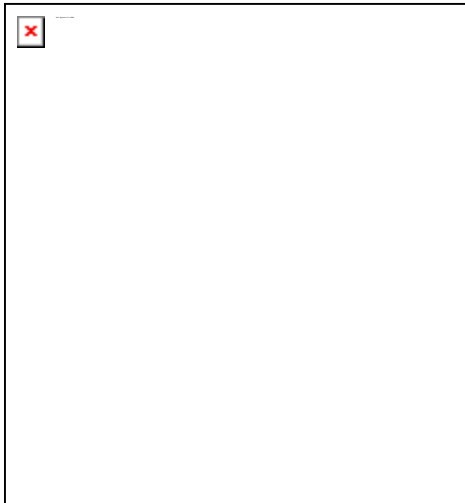
Since we about to start the fiscal year for 2010, I would like to ask if you can confirm the amount of **Office Apportionment funds for FY 2010** that Hidalgo County is eligible to receive.

We are in the process of presenting this information to our Commissioner's Court and would like to ensure the information is correct.

I'd appreciate if you can provide this information at your earliest convenience; but, preferably by tomorrow, if possible.

Thank you in advance.

Mike Escaname  
Grant Accounting Supervisor  
Hidalgo County Auditor's Office  
(956) 318-2511 ext. 4670



AI-17173

16.B.

**DA - Amended Victim Coordinator and Liaison Grant (VCLG) contract  
CC REGULAR**

**Date:** 09/01/2009  
**Submitted By:** Sylvia Solis, BUDGET & MANAGEMENT  
**Submitted For:** Roy Cazares  
**Department:** BUDGET & MANAGEMENT  
**Agenda Category:** District Attorney

**Information**

**CAPTION**

1. Authorization and approval to amend the 2010-2011 Victim Coordinator and Liaison Grant (VCLG) Contract.
2. Requesting authorization for the County Judge to execute the Amended 2010-2011 Victim Coordinator and Liaison Grant (VCLG) Contract.

**BACKGROUND**

On August 04, 2009, the Hidalgo County Commissioner's Court approved the Crime Victim Coordinator Grant Contract. Said contract reflect \$37,241.00 under Personnel only; however, the contract should have stated \$29,681.00 under Personnel and \$7,560.00 under Fringes.

**Fiscal Impact**

**FISCAL YEAR:** 2009-2010      **ACCT. #:** 9-1281-412-00-080-011-0-XXX  
**FUNDS AVAILABLE Y/N?:**      **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Refer to attached expenditure report as of 08/26/09, for funding.

**Attachments**

- Link: [Original VCLG Contract](#)  
 Link: [Budget Adjustment & Changes request form](#)  
 Link: [DA \(Fund 1281\) Expenditure Report](#)

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Sylvia Solis	Sylvia Solis	08/27/2009 03:59 PM	APRV
2	Budget & Management	Erika Zamora	08/27/2009 04:08 PM	APRV
3	Sylvia Solis	Sylvia Solis	08/27/2009 04:28 PM	APRV
4	Erika Zamora	Erika Zamora	08/27/2009 04:42 PM	APRV
5	Ivan Cantu	Ivan Cantu	08/28/2009 08:31 AM	APRV
6	Auditor's Office		08/28/2009 06:08 PM	NEW

Form Started By: Sylvia Solis      Started On: 08/26/2009 03:44 PM

Final Approval Date: 08/28/2009

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17A142

**GRANT CONTRACT BETWEEN  
THE OFFICE OF THE ATTORNEY GENERAL  
AND  
HIDALGO COUNTY DISTRICT ATTORNEY'S OFFICE  
FOR THE STATE FISCAL YEARS 2010 AND 2011**

**OAG Contract No. 1014273**

This contract is executed between the Office of the Attorney General (OAG) and HIDALGO COUNTY DISTRICT ATTORNEY'S OFFICE (GRANTEE) for certain grant funds. The Office of the Attorney General and HIDALGO COUNTY DISTRICT ATTORNEY'S OFFICE may be referred to in this contract individually as "Party" or collectively as "Parties."

**SECTION 1. PURPOSE OF THE CONTRACT**

The purpose of the Victim Coordinator and Liaison Grant (VCLG) program is to fund the mandated positions described in the Texas Code of Criminal Procedure, Article 56.04, specifically Victim Assistance Coordinators (VAC) in prosecutor offices and Crime Victim Liaisons (CVL) in law enforcement agencies. It is intended that the grants will be awarded through a competitive selection and allocation process taking into consideration, among other criteria, the number of victims that may be served by a program. The purpose of this grant contract is to provide reasonable contractual controls to ensure that the public purposes of the grant are achieved. In addition to the duties imposed in the Texas Code of Criminal Procedure, Article 56.04 (and more specifically described in Article 56.02), VACs and CVLs are also expected to promote and educate the community and other professionals about victim rights and services in an effort to identify crime victims and provide or refer them to needed services. In general, and subject to the limitations of each specific grant contract with each VCLG Grantee, VCLG grant contracts awarded must be used for victim-related services or assistance.

**SECTION 2 TERM OF THE CONTRACT**

This contract shall begin on September 1, 2009 and shall terminate August 31, 2011, unless it is terminated earlier in accordance with another provision of this contract. The OAG is not obligated to reimburse expenses that were incurred prior to the commencement or after the termination of this contract.

### **SECTION 3 GRANTEE'S CONTRACTUAL SERVICES**

**3.1 GRANTEE's Compliance with the OVAG/VCLG FY 2010-2011 Grant Application Kit.** GRANTEE will comply with the terms and conditions as set forth and required in the OVAG/VCLG FY 2010-2011 Grant Application Kit ("Application Kit") if not supplemented, amended or adjusted by the OAG, as acknowledged by GRANTEE.

**3.2 Establishment of Final Project Budget, Targets, Outputs, Outcomes, and Special Conditions.**

The OAG, at its sole discretion, establishes the initial Budget for this grant project, as reflected on the attached Exhibit A. If any adjustments were made by the OAG to GRANTEE's budget, those adjustments will be reflected on the attached Exhibit A. The final Narrative, as submitted by GRANTEE, is attached as Exhibit B. If any Special Conditions were imposed by the OAG, those provisions will be reflected on the attached Exhibit C.

The OAG, at its sole discretion, will establish the final project targets, outputs, and outcomes. In addition, the OAG, at its sole discretion, may adjust GRANTEE's budget, targets, outputs, outcomes, and/or any other items as deemed appropriate by the OAG, at any time, during the term of this contract.

### **SECTION 4 GRANTEE'S OBLIGATIONS AND REQUIRED REPORTS**

#### **4.1 General Matters**

**4.1.1 Required Reports; Form of Reports; Filings with the OAG.** GRANTEE shall forward to the OAG, the applicable reports on forms as specified by the OAG. GRANTEE shall establish procedures to ensure that it files each document or form required by the OAG in an accurate and timely manner. Unless filing dates are given herein, all other reports and other documents that GRANTEE is required to forward to the OAG shall be promptly forwarded. From time to time, the OAG may require additional information from GRANTEE.

**4.1.2 Cooperation; Additional Information.** GRANTEE shall cooperate fully with the OAG. In addition to the information contained in the required reports, other information may be required as requested by the OAG.

**4.1.3 Notification of Changes in Organization, Changes in Authorized Official or Grant Contact.** GRANTEE shall submit within ten (10) business days notice to the OAG of any change of the following: GRANTEE's name; contact information; key personnel, officer, director or partner; organizational structure; legal standing; or authority to do business in Texas. GRANTEE shall promptly notify the OAG, preferably in advance, of a change in address or main telephone number of GRANTEE. A change in GRANTEE's name requires an amendment to the contract.

GRANTEE must submit a written request by the governing body on GRANTEE's letterhead, with original signature, to change an Authorized Official. GRANTEE, by an email, fax or GRANTEE letterhead signed by the Authorized Official, may request a change to the Grant Contact.

**4.1.4 Standards for Financial and Programmatic Management.** GRANTEE and its governing body shall bear full and sole responsibility for the integrity of the fiscal and programmatic management of the organization.

Such fiscal and programmatic management shall include accountability for all funds and materials received from the OAG; compliance with OAG rules, policies and procedures, and applicable federal and state laws and regulations; and correction of fiscal and program deficiencies identified through self-evaluation and/or the OAG's monitoring processes. Ignorance of any contract provisions or other requirements referenced in this contract shall not constitute a defense or basis for waiving or failing to comply with such provisions or requirements.

GRANTEE shall develop, implement, and maintain financial management and control systems that include appropriate financial planning, including the development of budgets that adequately reflect all functions and resources necessary to carry out authorized activities and the adequate determination of costs; financial management systems, including accurate and complete payroll, accounting, and financial reporting records; cost source documentation; effective internal and budgetary controls; determination of reasonableness, allocation of costs; and timely and appropriate audits and resolution of any findings; and annual financial statements, including statements of financial position, activities, and cash flows, prepared on an accrual basis in accordance with Generally Accepted Accounting Principles (GAAP) or other recognized accounting principle.

**4.1.5. Security and Confidentiality of Records.** GRANTEE shall establish a method to secure the confidentiality of records and other information relating to services provided in accordance with applicable federal and state law, rules and regulations. This provision shall not be construed as limiting the OAG's access to such records and other information.

## **4.2 Programmatic Reports**

**4.2.1 Quarterly Statistical (Performance) Reports.** GRANTEE shall forward to the OAG quarterly statistical reports no later than the 30th day of each month following the end of the quarter. The four quarters end on the last day of the month of November, February, May and August. Accordingly, quarterly statistical reports, for each quarter, are due on or before December 30, 2009, March 30, 2010, June 30, 2010, September 30, 2010, December 30, 2010, March 30, 2011, June 30, 2011 and continuing until the last quarterly statistical report which is due on or before September 30, 2011.

**Contents of Quarterly Statistical Reports.** The quarterly statistical reports shall contain, at a minimum, information on the following statistical measures:

- a. Targets as established by the OAG;

- b. Outputs and Outcomes as established by the OAG; and
- c. Program Impact Narratives.

**4.2.2 Written Explanation of Variance.** GRANTEE is required to provide a written explanation to the OAG for any variances on the quarterly statistical report for any year-to-date performance by GRANTEE that varies from projected performance. In addition to the written explanation, GRANTEE shall promptly answer any questions of the OAG, whether in writing or otherwise, in connection with the quarterly and annual reports presented to the OAG.

**4.2.3 Other Program Reports.** GRANTEE shall cooperate fully in any social studies, fiscal or programmatic monitoring, auditing, evaluating, and other reviews pertaining to services rendered by GRANTEE which may be conducted by the OAG or its designees.

GRANTEE shall submit service delivery reports required by the contract or self-evaluations of performance and other reports requested by the OAG in appropriate format and on a timely basis and make available at reasonable times and for reasonable periods, client records and other programmatic or financial records, books, reports, and supporting documents for reviewing and copying by the OAG or its designees.

### **4.3 Financial Matters**

**4.3.1 Annual Budgets.** With regard to the use of funds pursuant to this contract, GRANTEE will immediately review the annual budget for each fiscal year as shown on Exhibit A.

**4.3.2 Monthly Request for Reimbursement and Financial Status Report.** OVAG grant funds are paid on a cost reimbursement basis. GRANTEE will submit, each month, a monthly request for reimbursement for the actual and allowable allocable costs incurred by GRANTEE for project costs to provide services under this contract. The payments made to GRANTEE shall not exceed its actual and allowable allocable costs to provide the services under this contract.

The request for reimbursement will be submitted to the OAG in the form and manner as approved by the OAG and will specify the detailed and total expenses for the month, in the following cost categories: (i) personnel and fringe benefits, reported separately, (ii) professional and consulting services, (iii) travel, (iv) equipment, (v) supplies, and (vi) other direct operating expenses. The request for reimbursement must be accompanied by supporting documentation as required by the OAG. The OAG may from time to time require different or additional supporting documentation.

A financial status report is required each month, whether GRANTEE has paid expenses, or is seeking reimbursement.

**4.3.3 Fiscal Year End Required Reports.** On or before October 15, 2010 and October 15, 2011, GRANTEE will submit fiscal year end required reports.



- a. **Record of Reimbursement.** GRANTEE will submit a reconciled record of its expenses for the prior fiscal year in the following cost categories: (i) personnel and fringe benefits, reported separately, (ii) professional and consulting services, (iii) travel, (iv) equipment, (v) supplies, and (vi) other direct operating expenses.
- b. **Equipment Inventory Report.** GRANTEE will submit an Equipment Inventory Report which provides record of the current inventory of items purchased, disposed, replaced or transferred of any equipment purchased with grant funds.

**4.3.4 Annual Independent Financial Audit Report.** Unless otherwise noted on Exhibit C (Special Conditions), GRANTEE shall timely submit to the OAG a copy of its annual independent financial audit – “timely” means on or before May 31, 2010 and on or before May 31, 2011 for a grantee whose fiscal year ends on August 31 of each year; otherwise, the timely submission to the OAG is on or before nine (9) months after the end of GRANTEE’s accounting year. GRANTEE will contract an independent CPA firm to perform an annual financial audit engagement. GRANTEE’s independent CPA firm will determine the type of annual financial audit, which may include a compliance attestation in accordance with the requirements of OMB Circular A-133 (audits of State, Local Government, and Non-Profit Organizations) and/or Texas Single Audit Circular (Single Audit or non-Single Audit financial audit). If applicable, GRANTEE will provide the OAG with any and all annual independent financial audits or audited financial statements, related management letters, and management responses of GRANTEE.

**4.3.5 Timing of Submission of Request for Reimbursement to the OAG; Close-Out Invoice.** GRANTEE is responsible for submitting bills in an accurate and timely manner, and shall make every reasonable effort to submit monthly billings to the OAG, which cover the previous month’s expenses, so that they are received by the OAG on or before the twentieth (20<sup>th</sup>) day of each month, or if the 20<sup>th</sup> falls on a weekend or holiday, the next business day. The OAG will make all reasonable efforts to promptly process and make payments on properly completed billings. GRANTEE may submit a final invoice not later than the earlier of (1) forty-five (45) calendar days after termination of this contract; or (2) forty-five (45) calendar days after the end of each state fiscal year.

**4.3.6 Reimbursement of Actual and Allowable Costs.** The OAG shall only reimburse costs incurred and paid by GRANTEE during the term of this contract. The OAG shall only reimburse GRANTEE for employee costs that are directly related to performing the responsibilities of this contract.

**4.3.7 Refunds and Deductions.** If the OAG determines that GRANTEE has been overpaid grant funds under this contract, such as payments made inadvertently or payments made but later determined to not be actual and allowable allocable costs, GRANTEE shall refund that amount of the OAG reimbursement identified by the OAG as an overpayment. The OAG may offset and deduct the amount of the overpayment from any amount owed to GRANTEE, as a reimbursement, but not yet paid by the OAG to GRANTEE. The OAG may choose to require a payment directly from GRANTEE rather than offset and deduct a specified amount. GRANTEE shall refund any

overpayment to the OAG within thirty (30) calendar days of the receipt of the notice of the overpayment from the OAG unless an alternate payment plan is specified by the OAG.

**4.3.8 Purchase of Equipment; Maintenance and Repair; Title upon Termination.** GRANTEE shall not give any security interest, lien or otherwise encumber any item of equipment purchased with contract funds. GRANTEE shall permanently identify all equipment purchased under this contract by appropriate tags or labels affixed to the equipment. GRANTEE shall maintain a current inventory of all equipment or assets, which is available to the OAG at all times upon request.

GRANTEE will administer a program of maintenance, repair, and protection of equipment or assets under this contract so as to ensure the full availability and usefulness of such equipment or assets. In the event GRANTEE is indemnified, reimbursed, or otherwise compensated for any loss of, destruction of, or damage to the assets provided under this contract, it shall use the proceeds to repair or replace said equipment or assets.

To the extent that the OAG reimburses GRANTEE for its purchase of equipment and supplies with funds from this contract, GRANTEE agrees that upon termination of the contract, title to or ownership of all such purchased equipment and supplies, at the sole option of the OAG, shall remain with the OAG.

**4.3.9 Direct Deposit.** GRANTEE may make a written request to the OAG to be placed on Direct Deposit status by completing and submitting to the OAG the State Comptroller's Direct Deposit Authorization Form. After the direct deposit request is approved by the OAG and the setup is completed on the Texas Identification Number System by the State Comptroller's Office, payment will be remitted by direct deposit and the OAG will discontinue providing GRANTEE with copies of reimbursement vouchers.

## **SECTION 5 OBLIGATIONS OF OAG**

**5.1 Monitoring.** The OAG is responsible for closely monitoring GRANTEE to ensure the effective and efficient use of grant funds to accomplish the purposes of this contract.

**5.2 Maximum Liability of OAG.** The maximum liability of the OAG for each fiscal year is contained in the attached Exhibit A. Any change to the maximum liability must be supported by a written amendment to this contract.

**5.3 Reimbursement of Grantee Expenses.** The OAG shall be liable to reimburse GRANTEE for all actual and allowable allocable costs incurred by GRANTEE pursuant to this contract. The OAG is not obligated to pay unauthorized costs.

**5.4 Contract Not Entitlement or Right.** Reimbursement with contract funds is not an entitlement or right. Reimbursement depends, among other things, upon strict compliance with all

terms, conditions and provisions of this crisis.

## **SECTION 6    TERMINATION**

**6.1 Termination for Convenience.** Either Party may, at its sole discretion, terminate this contract in whole or in part, without recourse, liability or penalty, upon thirty (30) calendar days notice to the other party.

**6.2 Termination for Cause.** In the event that GRANTEE fails to perform or comply with an obligation of the terms, conditions and provisions of this contract, the OAG may, upon written notice of the breach to GRANTEE, immediately terminate all or any part of this contract.

**6.3 Termination Not Exclusive Remedy; Survival of Terms and Conditions.** Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law, or under this contract.

Termination of this contract for any reason or expiration of this contract shall not release the Parties from any liability or obligation set forth in this contract that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination. The following terms and conditions, (in addition to any others that could reasonably be interpreted to survive but are not specifically identified), survive the termination or expiration of this contract: Sections 4.2.1; 4.2.2; 4.2.3; 4.3.2; 4.3.3; 4.3.4; 4.3.5; 4.3.7; 4.3.8; Section 7; Section 11.1; 11.2; 11.3; 11.10; 11.11; Section 12.

## **SECTION 7    AUDIT RIGHTS; RECORDS RETENTION**

**7.1 Duty to Maintain Records.** GRANTEE shall maintain adequate records to support its charges, procedures, and performances to the OAG for all work related to this contract. GRANTEE also shall maintain such records as are deemed necessary by the OAG, OAG's auditor, the State Auditor's Office or other auditors of the State of Texas, the United States, or such other persons or entities designated by the OAG, to ensure proper accounting for all costs and performances related to this contract.

**7.2 Records Retention.** GRANTEE shall maintain and retain for a period of four (4) years after the submission of the final expenditure report, or until full and final resolution of all audit or litigation matters which arise after the expiration of the four (4) year period after the submission of the final expenditure report, whichever time period is longer, such records as are necessary to fully disclose the extent of services provided under this contract, including but not limited to any daily activity reports and time distribution and attendance records, and other records that may show the basis of the charges made or performances delivered.

**7.3 Audit Trails.** GRANTEE shall maintain appropriate audit trails to provide accountability for updates to mission critical information, charges, procedures, and performances. Audit trails maintained by GRANTEE will, at a minimum, identify the supporting documentation prepared by GRANTEE to permit an audit of the system by tracing the activities of individuals through the system. GRANTEE's automated systems must provide the means whereby authorized personnel have the ability to audit and to verify contractually required performances and to establish individual accountability for any action that can potentially cause access to, generation of, or modification of confidential information.

**7.4 Access and Audit.** GRANTEE shall grant access to and make available copies of all paper and electronic records, books, documents, accounting procedures, practices, and any other items relevant to the performance of this contract, compliance with the applicable state or federal laws and regulations, and the operation and management of GRANTEE to the OAG or its designees for the purposes of inspecting, auditing, or copying such items. GRANTEE will direct any contractor to discharge GRANTEE's obligations to likewise permit access to, inspection of, and reproduction of all books and records of the subcontractor(s) that pertain to this contract. All records, books, documents, accounting procedures, practices, and any other items, in whatever form, relevant to the performance of this contract, shall be subject to examination or audit. Whenever practical as determined at the sole discretion of the OAG, the OAG shall provide GRANTEE with up to five (5) business days advance notice of any such examination or audit.

**7.5 Location.** Any audit of records shall be conducted at GRANTEE's principal place of business and/or the location(s) of GRANTEE's operations during GRANTEE's normal business hours. GRANTEE shall provide to OAG or its designees, on GRANTEE's premises (or if the audit is being performed of a subcontractor, the subcontractor's premises if necessary) private space, office furnishings (including lockable cabinets), telephone and facsimile services, utilities and office-related equipment and duplicating services as OAG or its designees may reasonably require to perform the audits described in this contract.

## **SECTION 8 SUBMISSION OF INFORMATION TO THE OAG**

The OAG will designate methods for submission of information to the OAG by GRANTEE. The OAG generally requires submission of information via email or hard copy format. Some reporting requirements must occur via the internet and/or a web-based data collection method.

**8.1 Programmatic Reports and Information (excluding Financial Reports).** All quarterly statistical reports, annual performance reports, correspondence, reports or notices, except financial reports specified below, must be submitted via email to:

OAG-Grants@oag.state.tx.us

If requested or approved by the OAG, other programmatic reports, may be submitted to:

Program Manager – Grants Administration Division  
Office of the Attorney General  
Mail Code 005  
Post Office Box 12548  
Austin, Texas 78711-2548

**8.2 Financial Reports (excluding Programmatic Reports and Information).** All financial status reports, requests for reimbursement, audits, and inventory reports, must be submitted in hard copy format to:

Financial Manager – Grants Administration Division  
Office of the Attorney General  
Mail Code 005  
Post Office Box 12548  
Austin, Texas 78711-2548

The Annual Independent Financial Audit and related documents, as well as any other reports, if requested or approved by the OAG, may be submitted to:

OAG-Grants@oag.state.tx.us

## **SECTION 9 CORRECTIVE ACTION PLANS AND SANCTIONS**

The Parties agree to make a good faith effort to identify, communicate and resolve problems found by either the OAG or GRANTEE.

**9.1 Corrective Action Plans.** If the OAG finds deficiencies with GRANTEE's performance under this contract, the OAG, at its sole discretion, may impose one or more of the following remedies as part of a corrective action plan: increase monitoring visits; require additional or more detailed financial and/or programmatic reports be submitted; require prior approval for expenditures; require additional technical or management assistance and/or make modifications in business practices; reduce the contract amount; and/or terminate this contract. The foregoing are not exclusive remedies, and the OAG may impose other requirements that the OAG determines will be in the best interest of the State.

**9.2 Financial Hold.** Failure to comply with submission deadlines for required reports, invoices, or other requested information, may result in the OAG, at its sole discretion, placing GRANTEE on immediate financial hold without further notice to GRANTEE and without first requiring a corrective action plan. No reimbursements will be processed until the requested information is submitted. If GRANTEE is placed on financial hold, the OAG, at its sole discretion, may deny reimbursement requests associated with expenses incurred during the time GRANTEE was placed on

financial hold.

**9.3 Sanctions.** In addition to financial hold, the OAG, at its sole discretion, may impose other sanctions without first requiring a corrective action plan. The OAG, at its sole discretion, may impose sanctions, including, but not limited to, withhold or suspend funding, offset previous reimbursements, require repayment, disallow claims for reimbursement, reduce funding, terminate this contract and/or any other appropriate sanction.

**9.4 No Waiver.** Notwithstanding the imposition of corrective actions, financial hold and/or sanctions, GRANTEE remains responsible for complying with the contract terms and conditions. Corrective action plans, financial hold and/or sanctions do not excuse or operate as a waiver of prior failure to comply with this contract.

## **SECTION 10 GENERAL TERMS AND CONDITIONS**

**10.1 Federal and State Laws, Rules and Regulations, Directives, Guidelines, OMBs and Other Relevant Authorities.** GRANTEE agrees to comply with all applicable federal and state laws, rules and regulations, directives, guidelines, OMB circulars, or any other authorities relevant to the performance of GRANTEE under this contract.

**10.2 Uniform Grant Management Act, UGMS and Applicable Standard Federal and State Certifications and Assurances.** GRANTEE agrees to comply with applicable laws, executive orders, regulations and policies as well as the Uniform Grant Management Act of 1981 (UGMA), Texas Government Code, Chapter, 783, as amended, GRANTEE agrees to comply with Uniform Grant Management Standards (UGMS), as promulgated by the Governor's Budget and Planning Office. GRANTEE agrees to comply with the applicable Office of Management and Budget (OMB) Circulars A-21, A-87 or A-122 relating to cost principles; OMB Circular 1-110 relating to administrative Requirements; and OMB Circular 1-133 relating to audit requirements. GRANTEE also shall comply with all applicable federal and state assurances contained in UGMS, Part III, State Uniform Administrative Requirements for Grants and Cooperative Agreements, Subpart A, \_\_\_ 14, State Assurances. Further, GRANTEE agrees to comply with the applicable OAG Certifications and Assurances, as contained in the Application Kit, including, but not limited to, the equal employment opportunity program certification, disclosure and certification regarding lobbying, non-procurement debarment certification, drug-free workplace certification, annual single audit certification, compliance with annual independent financial audit filing requirement, compliance with UGMS and the applicable OMB circulars, return of grant funds in the event of loss or misuse, and conflict of interest.

**10.3 Generally Accepted Accounting Principles or Other Recognized Accounting Principles.** GRANTEE shall adhere to Generally Accepted Accounting Principles (GAAP) promulgated by the American Institute of Certified Public Accountants, unless other recognized accounting principles are required by GRANTEE, and follow OAG fiscal management policies and procedures in

processing and submitting for reimbursement GRANTEE's billing and maintaining financial records related to this contract.

**10.4 Conflicts of Interest; Disclosure of Conflicts.** GRANTEE has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or employee of the OAG, at any time during the negotiation of this contract or in connection with this contract, except as allowed under relevant state or federal law. GRANTEE will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. GRANTEE will operate with complete independence and objectivity without actual, potential or apparent conflict of interest with respect to their performance under this contract. GRANTEE must disclose, in writing, within fifteen (15) calendar days of discovery, any existing or potential conflicts of interest relative to their performance under this contract.

**10.5 Compliance with Regulatory and Licensing Bodies.** GRANTEE agrees that it has obtained all licenses, certifications, permits and authorizations necessary to perform the responsibilities of this contract and currently is in good standing with all regulatory agencies that regulate any or all aspects of GRANTEE's business or operations. GRANTEE agrees to remain in good standing with the Texas Secretary of State, Texas Comptroller of Public Accounts and related Federal governmental bodies related to GRANTEE's right to conduct it business in Texas. GRANTEE agrees to comply with all applicable licenses, legal certifications, inspections, and any other applicable local ordinance, state, or federal laws.

## **SECTION 11 SPECIAL TERMS AND CONDITIONS**

**11.1 Independent Contractor Status; Indemnity and Hold Harmless Agreement.** GRANTEE expressly agrees that it is an independent contractor and under no circumstances shall any owners, incorporators, officers, directors, employees, or volunteers of GRANTEE be considered a state employee, agent, servant, joint venturer, joint enterpriser or partner of the OAG or the State of Texas. GRANTEE agrees to take such steps as may be necessary to ensure that each contractor of GRANTEE will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, joint enterpriser or partner of OAG.

All persons furnished, used, retained, or hired by or on behalf of GRANTEE or any of their contractors shall be considered to be solely the employees or agents of GRANTEE or the contractors. GRANTEE or contractors shall be responsible for ensuring that there is payment of any and all appropriate payments, such as unemployment, workers compensation, social security, any benefit available to a state employee as a state employee, and other payroll taxes for such persons, including any related assessments or contributions required by law.

**GRANTEE or contractors are responsible for all types of claims whatsoever due to the actions or performance under this contract, including, but not limited to, the use of automobiles or other transportation, taken by its owners, incorporators, officers, directors, employees, volunteers or any third parties and GRANTEE and/or contractors will indemnify and hold harmless the OAG and/or the State of Texas from and against any and all claims arising out of their actions or performance under this contract. GRANTEE agrees to indemnify and hold harmless the OAG and/or the State of Texas from any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses, that arise from or are occasioned by the negligence, misconduct, or wrongful act or omission of GRANTEE, its employees, representatives, agents, or subcontractors in their performance under this contract.**

**11.2 Publicity.** GRANTEE shall not use the OAG's name or refer to the OAG directly or indirectly in any media release, public service announcement or public service disclosure relating to this contract or any acquisition pursuant hereto, including in any promotional or marketing materials, without first obtaining the written consent from the OAG. This section is not intended and does not limit GRANTEE's ability to comply with its obligations and duties under the Texas Open Meetings Act and/or the Texas Public Information Act.

**11.3 Intellectual Property.** GRANTEE understands and agrees that where funds obtained under this contract may be used to produce original books, manuals, films, or other original material and intellectual property, GRANTEE may copyright such material subject to the royalty-free, non-exclusive, and irrevocable license which is hereby reserved by the OAG and GRANTEE hereby grants to the OAG or the state (or federal government, if federal funds are expended in this grant) government. The OAG is granted the unrestricted right to use, copy, modify, prepare derivative works, publish and distribute, at no additional cost to the OAG, in any manner the OAG deems appropriate at its sole discretion, any component of such intellectual property made the subject of this contract.

**11.4 Program Income.** Gross income directly generated from the OVAG grant funds through a project or activity performed under this contract are considered program income. Unless otherwise required under the terms of this contract, any program income shall be used by GRANTEE to further the program objectives of the project or activity funded by this grant, and the program income shall be spent on the same project or activity in which it was generated. GRANTEE shall identify and report this income in accordance with the OAG's reporting instructions. GRANTEE shall expend program income during this contract term; program income not expended in this contract term shall be refunded to the OAG.

**11.5 No Supplanting.** GRANTEE shall not supplant or otherwise use funds from this contract to replace or substitute existing funding from other sources that also supports the activities that are the subject of this contract.

**11.6 No Solicitation or Receipt of Funds on Behalf of OAG.** It is expressly agreed that any solicitation for or receipt of funds of any type by GRANTEE is for the sole benefit of GRANTEE



and is not a solicitation for or receipt of funds on behalf of the OAG or the Attorney General of the State of Texas.

**11.7 No Subcontracting or Assignment Without Prior Written Approval of OAG.** GRANTEE may not subcontract or assign any of its rights or duties under this contract without the prior written approval of the OAG. It is within the OAG's sole discretion to approve any subcontracting or assignment. In the event OAG approves subcontracting or assignment by GRANTEE, GRANTEE will ensure that its contracts with others shall require compliance with the provisions of this contract to the extent compliance is needed to support GRANTEE's compliance with this contract. GRANTEE, in subcontracting for any performances specified herein, expressly understands and agrees that it is not relieved of its responsibilities for ensuring that all performance is in compliance with this contract and that the OAG shall not be liable in any manner to GRANTEE's subcontractor(s).

**11.8 No Grants to Certain Organizations.** Consistent with Rider 12, in S.B. 1, Article I, Strategy C.1.2, Victims Assistance, 81st Leg. Reg. Sess. (2009), GRANTEE confirms that by executing this contract that it does not make contributions to campaigns for elective office or endorse candidates.

**11.9 No Waiver of Sovereign Immunity.** The Parties agree that no provision of this contract is in any way intended to constitute a waiver by the OAG or the State of Texas of any immunities from suit or from liability that the OAG or the State of Texas may have by operation of law.

**11.10 Governing Law; Venue.** This contract is made and entered into in the State of Texas. This contract and all disputes arising out of or relating thereto shall be governed by the laws of the State of Texas, without regard to any otherwise applicable conflict of law rules or requirements.

Except where state law establishes mandatory venue, GRANTEE agrees that any action, suit, litigation or other proceeding (collectively "litigation") arising out of or in any way relating to this contract shall be commenced exclusively in the Travis County District Court or the United States District Court in the Western District, Austin Division, and to the extent allowed by law, hereby irrevocably and unconditionally consent to the exclusive jurisdiction of those courts for the purpose of prosecuting and/or defending such litigation. GRANTEE hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that GRANTEE is not personally subject to the jurisdiction of the above-named courts, the suit, action or proceeding is brought in an inconvenient forum and/or the venue is improper.

**11.11 Limitation on Civil Legal Services Providers.** If GRANTEE is a provider of civil legal services to victims of crime, GRANTEE will comply with the following:

**11.11.1 Services to Indigent Clients.** GRANTEE shall provide victim-related civil legal services directly to indigent victims, indigent immediate family members of indigent victims, or indigent claimants. "Indigent" means an individual who earns not more than 187 ½% of the federal poverty

guidelines published by the United States Department of Health and Human Services. Victims, immediate family members of victims and claimants are defined in Article 56.32 of the Code of Criminal Procedure.

**11.11.2 Eligibility Screening.** GRANTEE shall conduct eligibility screening for each individual seeking victim-related civil legal services. GRANTEE agrees to use the intake screening form supplied by the OAG. A copy of all intake screening forms shall be maintained by GRANTEE in a central location and shall be made available to the OAG or any party the OAG determines should have access to the documents at any reasonable time.

**11.11.3 No Cases Resulting in Fees.** OVAG funds to organizations to provide legal services to the victims of crime, immediate family members or claimants in civil matters may not be used for any case or matter that, if undertaken on behalf of an indigent person by an attorney in private practice, might reasonably be expected to result in payment of a fee for legal services from an award to a client from public funds, or from the opposing party.

The above provisions shall not be applicable in any case where the organization receiving funds granted by the Foundation determines in good faith that the indigent person seeking legal assistance has made reasonable efforts to obtain the services of an attorney in private practice for the particular matter (including contacting attorneys in private practice in the county of residence of the indigent person who normally accept cases of a similar nature), and has been unable to obtain such services because the potential fee is inadequate, is likely to be uncollectible, would substantially consume any recovery by the client, or because of any other reason which the organization, acting in good faith, believes prevents the client from obtaining the services of a private attorney.

**11.11.4 Other Restrictions.** OVAG funds shall not be used to directly fund class action suits, lawsuits against governmental entities, or lobbying for or against any candidate or issue.

OVAG funds may be used to support a lawsuit brought by an individual, solely on behalf of the individual or the individual's dependent or ward, to compel a governmental entity to provide benefits that the individual or the individual's dependent or ward is expressly eligible to receive, by statute or regulation, including social security benefits, temporary assistance to needy families, financial assistance under Chapter 31, Human Resources Code, food stamps, special education for persons with disabilities, Medicare, Medicaid, subsidized or public housing, and other economic, shelter or medical benefits provided by a government directly to an indigent individual, but not to support a claim for actual or punitive damages.

**11.11.5 Cooperation and Collaboration.** GRANTEE will cooperate and collaborate in their service areas with (a) all other organizations providing civil legal services to the indigent, (b) the local organized bar, (c) relevant social and human service organizations, (d) relevant governmental agencies, and (e) other organizations that specifically provide victim related services.

**11.11.6 Professional Conduct.** In accepting and pursuing matters for clients, GRANTEE shall adhere to the Texas Disciplinary Rules of Professional Conduct and the Texas Rules of Disciplinary Procedure and any other code or rules of professional responsibility adopted by this state for attorneys and should exercise reasonable prudent judgment and consider all relevant factors, including the legal merits and the economic and practical value of the matter.

**11.11.7 Retainer Agreements and Private Referrals.** Except for matters involving limited advice and brief services (e.g. clinics, hotlines, and similar services), each grantee shall execute a written retainer agreement, or letter of engagement, containing appropriate provisions for withdrawal of representation, with each client who receives legal services from the grantee. For cases that are referred by grantees to private attorneys, the grantee shall make available to the accepting attorney a standard form retainer agreement which may be modified based on agreement between the attorney and client.

The OAG, at its sole discretion, may further limit, authorize or define the scope of permitted legal services by GRANTEE.

## **SECTION 12 CONSTRUCTION OF CONTRACT AND AMENDMENTS**

**12.1 Construction of Contract.** The provisions of Section 1 are intended to be a general introduction to this contract. To the extent the terms and conditions of this contract do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this contract.

**12.2 Entire Agreement, including All Exhibits.** This contract, including all exhibits reflect the entire agreement between the Parties with respect to the subject matter therein described, and there are no other representations (verbal or written), directives, guidance, assistance, understandings or agreements between the Parties relative to such subject matter. By executing this contract, GRANTEE agrees to strictly comply with the requirements and obligations of this contract, including all exhibits.

**12.3 Amendment.** This contract shall not be modified or amended except in writing, signed by both parties. Any properly executed amendment of this contract shall be binding upon the Parties and presumed to be supported by adequate consideration.

**12.4 Partial Invalidity.** If any term or provision of this contract is found to be illegal or unenforceable, such construction shall not affect the legality or validity of any of its other provisions. The illegal or invalid provision shall be deemed severable and stricken from the contract as if it had never been incorporated herein, but all other provisions shall continue in full force and effect.

**12.5 Non-waiver.** The failure of any Party to insist upon strict performance of any of the terms or conditions herein, irrespective of the length of time of such failure, shall not be a waiver of that

party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this contract shall constitute a consent or waiver to or of any breach or default in the performance of the same or any other obligation of this contract.

**12.6 Official Capacity.** The Parties stipulate and agree that the signatories hereto are signing, executing and performing this contract only in their official capacity.

**OFFICE OF THE ATTORNEY  
GENERAL**

**HIDALGO COUNTY DISTRICT  
ATTORNEY'S OFFICE**

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Office of the Attorney General  
Date: \_\_\_\_\_

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Authorized Official  
Date: \_\_\_\_\_

**EXHIBIT A**

**GRANT CONTRACT BETWEEN THE OFFICE OF THE ATTORNEY GENERAL  
AND HIDALGO COUNTY DISTRICT ATTORNEY'S OFFICE FOR THE STATE  
FISCAL YEARS 2010 AND 2011**

**OAG Contract No. 1014273**

**Maximum Liability of the OAG for Each Fiscal Year.** The OAG and GRANTEE stipulate and agree that the total liability of the OAG to GRANTEE directly or indirectly arising out of this contract and in consideration of full, satisfactory and timely performance of all its duties, responsibilities, obligations, liability, and for reimbursement of all expenses, if any, as set forth in this contract or arising out of any performance herein, shall not exceed the following:

For State Fiscal Year 2010 (September 1, 2009 to August 31, 2010), the total amount of this contract shall not exceed **Thirty-Seven Thousand Two Hundred Forty-One And 00/100 (\$37,241) DOLLARS.**

For State Fiscal Year 2011 (September 1, 2010 to August 31, 2011), the total amount of this contract shall not exceed **Thirty-Seven Thousand Two Hundred Forty-One And 00/100 (\$37,241) DOLLARS.**

**State Fiscal Years 2010 and 2011 Budget.** Subject to the limitations within this contract, for State Fiscal Year 2010 (September 1, 2009 to August 31, 2010) and State Fiscal Year 2011 (September 1, 2010 to August 31, 2011) the OAG will reimburse GRANTEE for actual allowable and allocable costs paid according to the following amounts and budget categories:

<b>Budget Category</b>	<b>FY 2010</b>	<b>FY 2011</b>
Personnel	\$37,241	\$37,241
Fringe Benefits	\$0	\$0
Professional & Consultant Services	\$0	\$0
Travel	\$0	\$0
Equipment	\$0	\$0
Supplies	\$0	\$0
Other Direct Operating Expenses	\$0	\$0
<b>Total</b>	<b>\$37,241</b>	<b>\$37,241</b>

Exhibit A contains the initial budget for this contract. In addition to other reasons, prior written approval from the OAG is required if GRANTEE anticipates altering the scope of the grant, adding funds to previously un-awarded budget categories, changing funds in any awarded budget category by more than 10% of the annual budget and/or adding new line items to any awarded budget category.

Any change to the maximum liability of the OAG must be supported by a written amendment to this contract. The Parties stipulate and agree that any act, action or representation by either party, their agents or employees that purports to increase the maximum liability of the OAG is void, without first executing a written amendment to this contract and specifically amending this provision. The Parties acknowledge and agree that nothing in this contract will be interpreted to create an obligation or liability in excess of the funds currently stated in this contract.

The Parties stipulate and agree that funding for this contract is subject to the actual receipt of state or federal funding appropriated by the Texas Legislature for this purpose and such funds are sufficient to satisfy all of OAG's duties, responsibilities, obligations, liability, and for reimbursement of all expenses, if any, as set forth in this contract or arising out of any performance pursuant to this contract. The Parties further stipulate and agree that the grant funds, if any, received from the OAG are limited by the term of each state biennium and by specific appropriation authority to the OAG for the purpose of this contract.

## **EXHIBIT B**

### **GRANT CONTRACT BETWEEN THE OFFICE OF THE ATTORNEY GENERAL AND HIDALGO COUNTY DISTRICT ATTORNEY'S OFFICE FOR THE STATE FISCAL YEARS 2010 AND 2011**

**OAG Contract No. 1014273**

### **GRANT NARRATIVE**

The following narrative provided by GRANTEE in its FY2010-2011 grant application applies to this contract:

The specific goal stated is the mandatory Article 56.04 as per TCCP by which the District Attorney's Office will comply: provide information on the Crime Victims Compensation program for qualified victims; assist victim filling out the Victim Impact Statement; when necessary, make referrals to other community agencies for assistance; provide written information on victims' rights;

explain the judicial and appellate process and the transition of the criminal case to its disposition; post conviction information on capital murder cases; inform victims on status of case; assist our prosecutors with victims in preparation for trial; brief incoming assistant D.A.'s of the Crime Victims' assistance program; lend assistance to any law enforcement agency needing help with victims; network with liaisons from various police departments for awareness projects, training and assistance; speak at public functions on the Bill of rights; represent the

District Attorney's Office at invited events, fairs, etc.; comply with reports required by the OAG. The District Attorney's Office is committed to serving the residents of Hidalgo county, seventh largest county in the state. Its main function is prosecuting criminals and representing its victims and the State of Texas. The funding will insure the position of the Crime Victims' Coordinator who heads the Victims' Assistance Program.

**EXHIBIT C**

**GRANT CONTRACT BETWEEN THE OFFICE OF THE ATTORNEY GENERAL  
AND HIDALGO COUNTY DISTRICT ATTORNEY'S OFFICE FOR THE STATE  
FISCAL YEARS 2010 AND 2011**

**OAG Contract No. 1014273**

**SPECIAL CONDITIONS**

Special Conditions are imposed by the OAG, at its sole discretion. In addition to the ones identified in this exhibit to this contract, the OAG may, at its sole discretion, impose additional special conditions, with or without notice, without amending this contract.

The OAG is placing GRANTEE on immediate financial hold, without further notice, until all Special Conditions, if any, listed in this Exhibit are met.

The following Special Conditions apply to this contract:

- Submit targets for required Outputs that are blank on Tab D.



**Office of the Attorney General**  
**Grants Administration Division**  
**Grant Budget Adjustments and Changes Request Form**  
**Fiscal Year 2010**

Grantee:	<b>HIDALGO COUNTY DISTRICT ATTORNEYS OFFICE</b>	Contact Person:	Mike Escaname
Contract No.:	<b>1014273</b>	Contact Phone #:	956-318-2511 ext 4670
Grant Type:	VCLG	Contact Email:	mike.escaname@auditor.co.hidalgo.tx.us
FY 2010		FY 2010: September 1, 2009 - August 31, 2010	
BUDGET ADJUSTMENT		Reason for Request (Describe in Detail)	

Category	Column - 1 Original Budget FY2009	Column - 2 Requested Change (+/-)	Column - 3 Proposed Operating Budget FY2009	Reason for Request (Describe in Detail)
Salary	\$37,241.00	-7,560.00	\$29,681.00	When the Grant Application was submitted, it, erroneously, included the amount of fringes in the Salary Budget category. This BA will adjust the Grant Budget categories to correctly reflect the amount of Salaries and the correct amount of Fringes.
Fringe		7,560.00	\$7,560.00	
Professional/ Consultant			\$0.00	
Travel			\$0.00	
Equipment			\$0.00	
Supplies			\$0.00	
Other DOE			\$0.00	
			\$0.00	
<b>Total</b>	<b>37,241.00</b>	<b>0.00</b>	<b>\$37,241.00</b>	

Authorized Signature		OAG - GAD	
Requested By: (Date)		Approved By: (Date)	
(Please Type Name & Title)	J.D. Salinas III, Hidalgo County Judge	(Print Name & Title)	

FY10 FY11 Detailed Budget  
Grants Administration Division

<b>Grantee</b>		Hidalgo County District Attorney's Office			
<b>Grant Contract Number</b>		1014273			
<b>Grant Program</b>		Victim Coordinator Liaison (VCLG)			
<b>City</b>		Edinburg			
<b>County</b>		Hidalgo			
<b>Grant Period</b>		September 1, 2009 - August 31, 2011		As of 9/1/2009	
<b>Budget Summary</b>	<i>Hrs/wk</i>	<i>Total FY 2010</i>	<i>FY10 Budget Adjustment</i>	<i>Total FY 2011</i>	<i>FY11 Budget Adjustment</i>
<b>Salary</b>					
Crime Victims Coordinator	40	\$ 37,241	-\$ 7,560	\$ 37,241	-\$ 7,560
		\$		\$	\$
		\$		\$	\$
		\$		\$	\$
		\$		\$	\$
<b>Salary Total</b>		<b>\$ 37,241</b>	<b>-\$ 7,560</b>	<b>\$ 37,241</b>	<b>-\$ 7,560</b>
<b>Fringe</b>					
Fringes related to the Crime Victims Coordinator's salary.		\$	\$ 7,560	\$	\$ 7,560
		\$		\$	\$
		\$		\$	\$
		\$		\$	\$
		\$		\$	\$
		\$		\$	\$
<b>Fringe Total</b>		<b>\$</b>	<b>\$ 7,560</b>	<b>\$</b>	<b>\$ 7,560</b>
<b>Professional &amp; Consultant</b>					
		\$		\$	\$
		\$		\$	\$
		\$		\$	\$
		\$		\$	\$
		\$		\$	\$
		\$		\$	\$
<b>Professional &amp; Consultant Total</b>		<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>Travel</b>					
		\$		\$	\$
		\$		\$	\$
		\$		\$	\$
		\$		\$	\$
		\$		\$	\$
		\$		\$	\$
<b>Travel Total</b>		<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>Equipment</b>					
		\$		\$	\$
		\$		\$	\$
		\$		\$	\$
		\$		\$	\$
		\$		\$	\$
<b>Equipment Total</b>		<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>Supplies</b>					
		\$		\$	\$
		\$		\$	\$
		\$		\$	\$
		\$		\$	\$
		\$		\$	\$
		\$		\$	\$
<b>Supplies Total</b>		<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>Other Direct Operating Expenses</b>					
		\$		\$	\$
		\$		\$	\$
		\$		\$	\$
		\$		\$	\$
		\$		\$	\$
		\$		\$	\$
<b>Other DOE Total</b>		<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>Total Budget</b>		<b>\$ 37,241</b>	<b>\$</b>	<b>\$ 37,241</b>	<b>\$</b>

For 01/01/09 - 01/31/10

Expenditure Summary Report

FJEXS01B

Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

<u>Account Number / Description</u>	<u>Original Budget</u>	<u>Adjusted Budget</u>	<u>Y-T-D Encumbrance</u>	<u>Y-T-D Expended</u>	<u>Available Balance</u>	<u>Percent Used</u>
<b>1281 DESIGNATED PURPOSE GRANTS LVL 1</b>						
9-1281-412-00-080-011-0-113 CRIME VICTIM COORDINATOR-REG F/T EMPLOY	.00	29,681.00	.00	.00	29,681.00	.00
9-1281-412-00-080-011-0-211 CRIME VICTIM COORDINATOR-HLTH INSURANCE	.00	2,415.93	.00	.00	2,415.93	.00
9-1281-412-00-080-011-0-212 CRIME VICTIM COORDINATOR-LIFE INSURANCE	.00	33.00	.00	.00	33.00	.00
9-1281-412-00-080-011-0-220 CRIME VICTIM COORDINATOR-FICA	.00	2,270.60	.00	.00	2,270.60	.00
9-1281-412-00-080-011-0-230 CRIME VICTIM COORDINATOR-RETIREMENT	.00	2,605.99	.00	.00	2,605.99	.00
9-1281-412-00-080-011-0-250 CRIME VICTIM COORDINATOR-UNEMPLOYMENT	.00	148.41	.00	.00	148.41	.00
9-1281-412-00-080-011-0-260 CRIME VICTIM COORDINATOR-WORKERS COMP	.00	86.07	.00	.00	86.07	.00
<b>1281 DESIGNATED PURPOSE GRANTS LVL 1</b>	<b>.00</b>	<b>37,241.00</b>	<b>.00</b>	<b>.00</b>	<b>37,241.00</b>	<b>.00</b>
<b>9 YEAR</b>	<b>.00</b>	<b>37,241.00</b>	<b>.00</b>	<b>.00</b>	<b>37,241.00</b>	<b>.00</b>

**AI-17148**  
**Budget Amendment**  
**CC REGULAR**

**17.A.**

**Date:** 09/01/2009  
**Submitted By:** Margarita Gonzalez, WIC  
**Submitted For:** Norma Longoria, WIC Director  
**Department:** WIC  
**Agenda Category:** WIC

---

**Information**

**CAPTION**

1. Approval of Certification of Revenues, as certified by the County Auditor, for the WIC Program.
2. Approval to amend (increase) the 2009 WIC Grant Program budget in the amount of \$102,000.00.

**BACKGROUND**

Earned surplus from WIC to pay for utilities and salaries to close out FY09 grant.

---

**Fiscal Impact**

**FISCAL YEAR:** 2009                      **ACCT. #:** 9-1292-441-00-350-001-9-XXX  
**FUNDS AVAILABLE Y/N?:** Y                **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Appropriation of funds in the amount of \$102,000.00 to fund expenditures for utilities and salaries to close out FY 2009 grant.

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**Attachments**

Link: [Budget Amendment](#)  
Link: [Cert of Revenues](#)  
Link: [back up](#)

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**Form Routing/Status**

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Budget & Management	Erika Zamora	08/26/2009 11:09 AM	APRV
2	Erika Zamora	Erika Zamora	08/28/2009 04:01 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	08/28/2009 04:02 PM	APRV
4	Sylvia Solis	Sylvia Solis	08/28/2009 04:45 PM	APRV
5	Auditor's Office		08/28/2009 06:08 PM	NEW

Form Started By: Margarita Gonzalez  
Started On: 08/25/2009 06:14 PM  
Final Approval Date: 08/28/2009

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DATE: 8/25/2009

DEPARTMENT HEAD: NORMA LONGORIA

DEPARTMENT NAME: HIDALGO CO. WIC DEPARTMENT  
WIC PROGRAM

ACCOUNT NUMBER: 9.1292.441.00.350.001.9

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 ( increases) to my department budget in accordance with Local Government Code, Chapter 111, Subchapter C.

ACCOUNT NO.	ACCOUNT NAME	AMOUNT
9.1292.441.00.350.001.9 622	Electricity	36,000.00
9.1292.441.00.350.001.9 531	Telephone	14,886.00
9.1292.441.00.350.001.9 113	Salaries	51,114.00
Total Appropriations		<u>102,000.00</u>
9-1292-331-10-350-001-9 000	WIC Administration Revenues	102,000.00
Total Revenues		<u>102,000.00</u>

TOTAL BUDGET INCREASE REQUEST: 102,000.00

Reason : To encumber cost for the FY 09 Grant.

\_\_\_\_\_  
 Department Head Signature

\_\_\_\_\_  
 APPROVED COMMISSIONER'S COURT

\_\_\_\_\_  
 / /  
 DATE

\_\_\_\_\_  
 ATTEST COUNTY CLERK

# COUNTY of HIDALGO



EDINBURG, TEXAS 78539

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

August 27, 2009

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

## RE: Certification of Revenue

Dear Judge and Commissioners:

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

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

I, Ray Eufrazio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the amount of \$102,000.00 from the WIC Program grant. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	GRANT
\$102,000.00	WIC

CERTIFIED BY:

  
Raymundo Eufrazio, CPA  
Hidalgo County Auditor

8/28/09  
Date

### HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ, JR. JUDGE, 12 <sup>th</sup> D.C.	RODOLFO DELGADO JUDGE, 93 <sup>rd</sup> D.C.	J. R. "BOBBY" FLORES JUDGE, 119 <sup>th</sup> D.C.	ROSE GUERRA REYNA JUDGE, 204 <sup>th</sup> D.C.	JUAN R. PARTIDA JUDGE, 275 <sup>th</sup> D.C.	MARIO E. RAMIREZ, JR. JUDGE, 332 <sup>nd</sup> D.C.	NOE GONZALEZ JUDGE, 370 <sup>th</sup> D.C. OVERSEER	LETICIA LOPEZ JUDGE, 383 <sup>rd</sup> D.C.	ADA SALINAS FLORES JUDGE, 394 <sup>th</sup> D.C.	ISRAEL RAMON, JR. JUDGE, 430 <sup>th</sup> D.C.	JESSE CONTRERAS JUDGE, 443 <sup>rd</sup> D.C.
---	---	---	--	--	--	---	--	---	--	--

**Linda Fong**

---

**From:** Mike Escaname [mike.escaname@auditor.co.hidalgo.tx.us]  
**Sent:** Tuesday, August 25, 2009 2:31 PM  
**To:** 'Linda Fong'  
**Cc:** 'Becky Luna'  
**Subject:** FW: WIC - Certification of Revenues Needed  
**Attachments:** CALCULATIONS.pdf; PARTICIPANT-EXTENDED HOURS ANALYSIS.pdf

Linda,

A Certification of Revenue is needed for the WIC Adm grant based on the following:

There will be a Budget Amendment request to increase the WIC budget by \$102,000.00 on next week's CC agenda.

Based on the most recent data, the total revenue is **projected** to be around \$9,833,409.26 (see attachment).

Currently, the WIC Adm. Budget is at \$9,730,605.66.

\$9,833,409.26
-
9,730,605.66
102,803.60

Mike E.

---

**From:** Armando U. Perez [mailto:armando.perez@auditor.co.hidalgo.tx.us]  
**Sent:** Tuesday, August 25, 2009 2:10 PM  
**To:** 'Mike Escaname'  
**Subject:** WIC

Mike,

As per your request, here is the participant/extended hours analysis and the calculations.

Armando U. Perez  
Grant Accountant II  
2808 South Business HWY 281  
Edinburg, Texas 78539  
Phone: (956) 318-2511 ext. 4674  
Fax: (956) 318-2577

Accounting System 10/27/2009

Mode: Print

Account No: 1382-331-10-350-001-0000

Accounting Period: 13

Period: 2009

YTD: 7,691,812.45

Account Description: PNC ADMINISTRATION REVENUES

Date	Reference No	Description	Period	Amount
02-07-2009	J-90000	2008 BUDGET CARRYOVER	02	7,340,207.73
03-13-2009	J-90000	CORRECT JE-50330 2008 BUDGET CARRYOVER	03	205,473.66
02-07-2009	J-90000	2008 BUDGET CARRYOVER	02	7,340,207.73
				7,691,812.45

Record 1/1

Accounting System 10/27/2009

Mode: Print

Account No: 1382-331-10-350-001-0000

Accounting Period: 13

Period: 2009

YTD: 9,525,132.00

Account Description: BUDGET AMENDMENT CC 92208

Date	Reference No	Description	Period	Amount
			09	9,525,132.00
				9,525,132.00

Record 1/1

ORIGINAL BUDGET 9,525,132.00

BUDGET AMENDMENT 5/26/09 205,473.66

TOTAL 9,730,605.66

Participant/Extended Hours Analysis

Total Revenue Projected for FY 09 9,833,409.26

INCREASE IN REVENUE 102,803.60



**HIDALGO COUNTY AUDITOR'S OFFICE**  
**Participant/Extended Hours Analysis**  
**WIC Administration Grant - Fiscal Year 2009**  
**10/01/2008 - 09/30/2009**

Month	FY 2009
October	75,787
November	74,800
December	75,358
January	75,763
February	75,616
March	76,033
April	74,988
May	76,296
June	77,885
July	79,694
August	76,222 *
September	76,222 *
<b>Totals</b>	<b>914,664</b>
October	\$13,026.30
November	\$13,750.42
December	\$13,761.14
January	\$14,222.48
February	\$12,835.03
March	\$12,390.42
April	\$15,351.11
May	\$16,195.83
June	\$12,804.42
July	\$12,710.17
August	\$13,704.73 *
September	\$13,704.73 *
<b>Extended Hours:</b>	
<b>Totals</b>	<b>\$164,456.78</b>
(Actual) FY 09 - Participants time Rate (10.45) Oct 08 - Mar 09	\$4,737,580.65
(Actual) FY 09 - Participants time Rate (10.69) Apr 09 - Sep 09	\$4,931,371.83
Proj.Revenue FY 09 - Extended Hours	\$164,456.78
<b>Total Revenue Projected for FY 09</b>	<b>\$9,833,409.26</b>

\* = Projected average from first 10 months participation rates.

AI-17080

18.A.

**Sheriff's Office--OCDETF SW-TXS-0672**

**CC REGULAR**

**Date:** 09/01/2009  
**Submitted By:** Emilia Uriegas, SHERIFF DEPT.  
**Submitted For:** Anacleto Martinez  
**Department:** SHERIFF DEPT.  
**Agenda Category:** Sheriff's Office

**Information**

**CAPTION**

Approval to deobligate remaining funds from the OCDETF SW-TXS-0672 overtime grant in the amount of \$2,083.22.

**BACKGROUND**

This action was requested by the Organized Crime Drug Enforcement Task Force, Drug Enforcement Administration (DEA). No further hours of investigative work will be preformed on the case assigned to this overtime grant.

**Fiscal Impact**

**FISCAL YEAR:** 2009                      **ACCT. #:** 9-1284-421-00-280-046-9-131  
**FUNDS AVAILABLE Y/N?:**                      **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Deobligation of funds in the amount of \$2,083.22 from 9-1284-421-00-280-046-9-131 OCDETF SW-TXS-0672 grant. Revenue account 9-1284-331-10-280-046-9-000.

**Attachments**

Link: [OCDETF.0672.notice](#)  
Link: [OCDETF.0672.BA.deobligate](#)

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	08/21/2009 11:40 AM	APRV
2	Budget & Management	Erika Zamora	08/21/2009 12:45 PM	APRV
3	Manuel Chapa	Manuel Chapa	08/21/2009 02:25 PM	APRV
4	Auditor's Office		08/28/2009 06:08 PM	NEW

Form Started By: Emilia Uriegas  
Started On: 08/20/2009 12:19 PM

Final Approval Date: 08/28/2009



*Chief,  
Pass on to  
the appropriate  
Office for  
filing -*

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: Sheriff Guadalupe Trevino  
Hidalgo County Sheriff's Office  
711 El Cibolo Road  
Edinburg, TX 78539

From: *[Signature]*  
Kenneth Magidson  
AUSA OCDETF Coordinator  
Southwest Region

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

OCDETF Investigation #      DCN:      Sponsoring Federal Agency:  
SW-TXS-0672                      1056094                      DEA

**Hidalgo County Sheriff's Office**

At this time the Coordination Group has agreed to de-obligate funding in the above captioned agreement in the amount of -\$2,083.22. This de-obligation gives your agency a total amount funded of \$1,416.78 for this fiscal year which ends September 30, 2009.

<u>Funding History</u>	<u>Funding Date</u>	<u>Change</u>	<u>Total</u>
Beginning Agreement Amount	12/01/2008	\$ 3,500.00	\$ 3,500.00
Funding Change	07/30/2009	-\$ 2,083.22	\$ 1,416.78

**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.**

Run Date 08/07/09 02:36 PM

For 07/01/09 - 07/31/09

Periods 07 - 07 Cut Off Date

Hidalgo County

Expenditure Detail Report By Account

By Department

Page No 1715

FJEXD01A

EOM

Account No/Description	Budget	Encumbrance	Expenditures	Available
9-1284-421-00-280-046-9-131 OCDETF SW-TXS-0672-OVERTIME PAY				
	3,198.56	.00	1,115.34	2,083.22
* Beginning Balance	3,198.56	.00	1,115.34	2,083.22
* Ending Balance				
046	3,198.56	.00	1,115.34	2,083.22

**DATE:** August 20, 2009  
**DEPARTMENT HEAD:** Sheriff Guadalupe "Lupe" Trevino  
**DEPARTMENT NAME:** OCDETF SW-TXS-0672  
**ACCOUNT NUMBER:** 9-1284-421-00-280-046-9-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT OBJECT NAME	AMOUNT
9-1284-421-00-280-046-9-131	OCDETF SW-TXS-0672-OVERTIME PAY	(2,083.22)

	TOTAL APPROPRIATIONS	<u>(2,083.22)</u>
9-1284-331-10-280-046-9-000	OCDETF SW-TXS-0672 REVENUES	<u>(2,083.22)</u>
	OCDE Task Force--Department of Justice (DEA)	
	TOTAL REVENUES	<u>(2,083.22)</u>

**REASON:** **To de-obligate remaining balance in the OCDETF SW-TXS-0672 overtime grant, as requested by the Organized Crime Drug Enforcement Task Force, Drug Enforcement Administration (DEA).**

AI-17156

18.B.

**FY 09 - Recovery JAG Program Grant - Sheriff Dept 519K**

**CC REGULAR**

**Date:** 09/01/2009  
**Submitted By:** Emilia Uriegas, SHERIFF DEPT.  
**Submitted For:** Anacleto Martinez  
**Department:** SHERIFF DEPT.  
**Agenda Category:** Sheriff's Office

**Information**

**CAPTION**

FY 09 Recovery JAG Program Grant:  
 Authorization and approval to accept the FY09 Recovery Act Edward Byrne Memorial - Justice Assistance Grant (JAG) Program awarded by the Office of Justice Programs, U.S. Department of Justice.

**BACKGROUND**

Funds were awarded under the Recovery Act Edward Byrne Memorial Justice Assistance Grant (JAG) Program.  
 Appropriation of grant budget in the amount of \$519,453.00 will be submitted at a later date.  
 Grant period is 03/01/2009 to 02/28/2013.  
 Approval to apply for grant by Commissioners' Court on 03/17/09 (Agenda Item #13B).  
 No local cash match is required.  
 Award# 2009-SB-B9-3110

**Fiscal Impact**

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

**BUDGETARY IMPACT:**

Approval to accept the FY 09 Recovery Edward Byrne Memorial - Justice Assistance Grant (JAG) award.  
 Grant amount \$519,453.00; no local match required.

The appropriation will be submitted at a later date.

**Attachments**

Link: [Recovery.JAG.award](#)

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	08/26/2009 05:03 PM	APRV
2	Budget & Management	Erika Zamora	08/27/2009 08:16 AM	APRV
3	Manuel Chapa	Manuel Chapa	08/28/2009 09:41 AM	APRV

4 Auditor's Office

08/28/2009 06:08 PM NEW

Form Started By: Emilia Uriegas

Started On: 08/26/2009 10:37  
AM

Final Approval Date: 08/28/2009

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Department of Justice

Office of Justice Programs

Bureau of Justice Assistance

---

Office of Justice Programs

Washington, D.C. 20531

August 21, 2009

The Honorable J.D. Salinas  
Hidalgo County  
100 E. Cano Street, 2nd Floor  
Edinburg, TX 78539-4548

Dear Judge Salinas:

On behalf of Attorney General Eric Holder, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 09 Recovery Act Edward Byrne Memorial Justice Assistance Grant Program Local Solicitation in the amount of \$519,453 for Hidalgo County.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Esmeralda C. Womack, Program Manager at (202) 353-3450; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at [ask.ocfo@usdoj.gov](mailto:ask.ocfo@usdoj.gov).

Congratulations, and we look forward to working with you.

Sincerely,

A handwritten signature in black ink, appearing to read "James H. Burch II".

James H. Burch II  
Acting Director

Enclosures





**Department of Justice**  
**Office of Justice Programs**  
**Office of Civil Rights**

*Washington, D.C. 20531*

August 21, 2009

The Honorable J.D. Salinas  
Hidalgo County  
100 E. Cano Street, 2nd Floor  
Edinburg, TX 78539-4548

Dear Judge Salinas:

Congratulations on your recent award. In establishing financial assistance programs, Congress linked the receipt of Federal funding to compliance with Federal civil rights laws. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice is responsible for ensuring that recipients of financial aid from OJP, its component offices and bureaus, the Office on Violence Against Women (OVW), and the Office of Community Oriented Policing Services (COPS) comply with applicable Federal civil rights statutes and regulations. We at OCR are available to help you and your organization meet the civil rights requirements that come with Justice Department funding.

**Ensuring Access to Federally Assisted Programs**

As you know, Federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in respect to employment practices but also in the delivery of services or benefits. Federal law also prohibits funded programs or activities from discriminating on the basis of age in the delivery of services or benefits.

**Providing Services to Limited English Proficiency (LEP) Individuals**

In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of Federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website at <http://www.lep.gov>.

**Ensuring Equal Treatment for Faith-Based Organizations**

The Department of Justice has published a regulation specifically pertaining to the funding of faith-based organizations. In general, the regulation, Participation in Justice Department Programs by Religious Organizations; Providing for Equal Treatment of all Justice Department Program Participants, and known as the Equal Treatment Regulation 28 C.F.R. part 38, requires State Administering Agencies to treat these organizations the same as any other applicant or recipient. The regulation prohibits State Administering Agencies from making award or grant administration decisions on the basis of an organization's religious character or affiliation, religious name, or the religious composition of its board of directors.

The regulation also prohibits faith-based organizations from using financial assistance from the Department of Justice to fund inherently religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they must be held separately from the Department of Justice funded program, and customers or beneficiaries cannot be compelled to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please see OCR's website at <http://www.ojp.usdoj.gov/ocr/etfbo.htm>.

State Administering Agencies and faith-based organizations should also note that the Safe Streets Act, as amended; the Victims of Crime Act, as amended; and the Juvenile Justice and Delinquency Prevention Act, as amended, contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the Justice Department has concluded that the Religious Freedom Restoration Act (RFRA) is reasonably construed, on a case-by-case basis, to require that its funding agencies permit faith-based organizations applying for funding under the applicable program statutes both to receive DOJ funds and to continue considering religion when hiring staff, even if the statute that authorizes the funding program generally forbids considering of religion in employment decisions by grantees.

Questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment may be directed to this Office.

## Enforcing Civil Rights Laws

All recipients of Federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to the prohibitions against unlawful discrimination. Accordingly, OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal employment opportunity standards.

## Complying with the Safe Streets Act or Program Requirements

In addition to these general prohibitions, an organization which is a recipient of financial assistance subject to the nondiscrimination provisions of the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, 42 U.S.C. § 3789d(c), or other Federal grant program requirements, must meet two additional requirements: (1) complying with Federal regulations pertaining to the development of an Equal Employment Opportunity Plan (EEO), 28 C.F.R. § 42.301-.308, and (2) submitting to OCR Findings of Discrimination (see 28 C.F.R. §§ 42.205(5) or 31.202(5)).

### 1) Meeting the EEO Requirement

In accordance with Federal regulations, Assurance No. 6 in the Standard Assurances, COPS Assurance No. 8.B, or certain Federal grant program requirements, your organization must comply with the following EEO reporting requirements:

If your organization has received an award for \$500,000 or more and has 50 or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare an EEO and submit it to OCR for review **within 60 days from the date of this letter**. For assistance in developing an EEO, please consult OCR's website at <http://www.ojp.usdoj.gov/ocr/eeop.htm>. You may also request technical assistance from an EEO specialist at OCR by dialing (202) 616-3208.

If your organization received an award between \$25,000 and \$500,000 and has 50 or more employees, your organization still has to prepare an EEO, but it does not have to submit the EEO to OCR for review. Instead, your organization has to maintain the EEO on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to OCR. The Certification Form can be found at <http://www.ojp.usdoj.gov/ocr/eeop.htm>.

If your organization received an award for less than \$25,000; or if your organization has less than 50 employees, regardless of the amount of the award; or if your organization is a medical institution, educational institution, nonprofit organization or Indian tribe, then your organization is exempt from the EEO requirement. However, your organization must complete Section A of the Certification Form and return it to OCR. The Certification Form can be found at <http://www.ojp.usdoj.gov/ocr/eeop.htm>.

### 2) Submitting Findings of Discrimination

In the event a Federal or State court or Federal or State administrative agency makes an adverse finding of discrimination against your organization after a due process hearing, on the ground of race, color, religion, national origin, or sex, your organization must submit a copy of the finding to OCR for review.

## Ensuring the Compliance of Subrecipients

If your organization makes subawards to other agencies, you are responsible for assuring that subrecipients also comply with all of the applicable Federal civil rights laws, including the requirements pertaining to developing and submitting an EEO, reporting Findings of Discrimination, and providing language services to LEP persons. State agencies that make subawards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of subrecipients.

If we can assist you in any way in fulfilling your civil rights responsibilities as a recipient of Federal funding, please call OCR at (202) 307-0690 or visit our website at <http://www.ojp.usdoj.gov/ocr/>.

Sincerely,



Michael L. Alston  
Director

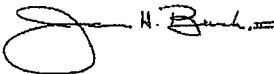
cc: Grant Manager  
Financial Analyst



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1. RECIPIENT NAME AND ADDRESS (Including Zip Code) Hidalgo County 100 E. Cano Street, 2nd Floor Edinburg, TX 78539-4548		4. AWARD NUMBER: 2009-SB-B9-3110	
		5. PROJECT PERIOD: FROM 03/01/2009 TO 02/28/2013 BUDGET PERIOD: FROM 03/01/2009 TO 02/28/2013	
1A. GRANTEE IRS/VENDOR NO. 746000717		6. AWARD DATE 08/21/2009	7. ACTION Initial
		8. SUPPLEMENT NUMBER 00	
		9. PREVIOUS AWARD AMOUNT \$ 0	
3. PROJECT TITLE Recovery JAG Program		10. AMOUNT OF THIS AWARD \$ 519,453	
		11. TOTAL AWARD \$ 519,453	
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).			
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY09 Recovery Act (BJA-Byrne JAG) Pub. L. No. 111-5, 42 USC 3750-3758			
15. METHOD OF PAYMENT PAPRS			
AGENCY APPROVAL		GRANTEE ACCEPTANCE	
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL James H. Burch II Acting Director		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL J.D. Salinas Judge	
17. SIGNATURE OF APPROVING OFFICIAL 		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL	19A. DATE
AGENCY USE ONLY.			
20. ACCOUNTING CLASSIFICATION CODES FISCAL YEAR FUND CODE BUD. ACT. DIV. OFC. REG. SUB. POMS AMOUNT 9 B SB 80 00 00 519453		21. ISBUGT3753	



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1. The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.
2. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.
3. The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from OMB Circular A-133 audits (and any other audits of OJP grant funds) are not satisfactorily and promptly addressed, as further described in the current edition of the OJP Financial Guide, Chapter 19.
4. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.
5. The recipient must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by -

mail:

Office of the Inspector General  
U.S. Department of Justice  
Investigations Division  
950 Pennsylvania Avenue, N.W.  
Room 4706  
Washington, DC 20530

e-mail: [oig.hotline@usdoj.gov](mailto:oig.hotline@usdoj.gov)

hotline: (contact information in English and Spanish): (800) 869-4499

or hotline fax: (202) 616-9881

Additional information is available from the DOJ OIG website at [www.usdoj.gov/oig](http://www.usdoj.gov/oig).

6. **RECOVERY ACT – Conflict with Other Standard Terms and Conditions**  
The recipient understands and agrees that all other terms and conditions contained in this award, or in applicable OJP grant policy statements or guidance, apply unless they conflict or are superseded by the terms and conditions included here that specifically implement the American Recovery and Reinvestment Act of 2009, Public Law 111-5 (“ARRA” or “Recovery Act”) requirements. Recipients are responsible for contacting their grant managers for any needed clarifications.



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7. The grantee agrees to assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these grant funds, either directly by the grantee or by a subgrantee. Accordingly, the grantee agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the grant, the grantee agrees to contact BJA.

The grantee understands that this special condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the grantee, a subgrantee, or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The grantee understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The grantee further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at [website], for programs relating to methamphetamine laboratory operations.

**Application of This Special Condition to Grantee's Existing Programs or Activities:** For any of the grantee's or its subgrantees' existing programs or activities that will be funded by these grant funds, the grantee, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

8. To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdiction, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the grantee can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.
9. The grantee agrees to comply with all reporting, data collection and evaluation requirements, as prescribed by law and detailed by the BJA in program guidance for the Justice Assistance Grant (JAG) Program. Compliance with these requirements will be monitored by BJA.
10. The recipient agrees that any information technology system funded or supported by OJP funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 42 U.S.C. 3789g(c)-(d). Recipient may not satisfy such a fine with federal funds.



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11. The grantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. See [http://www.ojp.gov/about/ocr/equal\\_fbo.htm](http://www.ojp.gov/about/ocr/equal_fbo.htm).
12. The recipient agrees to ensure that the State Information Technology Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditure period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the recipient agrees to maintain an administrative file documenting the meeting of this requirement. For a list of State Information Technology Points of Contact, go to <http://www.it.ojp.gov/default.aspx?area=policyAndPractice&page=1046>.
13. The recipient agrees that funds received under this award will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for law enforcement activities.
14. **RECOVERY ACT - JAG - Trust Fund**  
The recipient is required to establish a trust fund account. (The trust fund may or may not be an interest-bearing account.) The fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of either the Edward Byrne Memorial Justice Assistance Grant Program (JAG) or Recovery JAG Program. The recipient also agrees to obligate and expend the grant funds in the trust fund (including any interest earned) during the period of the grant. Grant funds (including any interest earned) not expended by the end of the grant period must be returned to the Bureau of Justice Assistance no later than 90 days after the end of the grant period, along with the final submission of the Financial Status Report (SF-269).
15. **RECOVERY ACT – Access to Records; Interviews**  
The recipient understands and agrees that DOJ (including OJP and the Office of the Inspector General (OIG)), and its representatives, and the Government Accountability Office (GAO), shall have access to and the right to examine all records (including, but not limited to, books, papers, and documents) related to this Recovery Act award, including such records of any subrecipient, contractor, or subcontractor.  
  
The recipient also understands and agrees that DOJ and the GAO are authorized to interview any officer or employee of the recipient (or of any subrecipient, contractor, or subcontractor) regarding transactions related to this Recovery Act award.
16. **RECOVERY ACT – One-time funding**  
The recipient understands and agrees that awards under the Recovery Act will be one-time awards and accordingly that its proposed project activities and deliverables are to be accomplished without additional DOJ funding.



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**17. RECOVERY ACT – Separate Tracking and Reporting of Recovery Act Funds and Outcomes**

The recipient agrees to track, account for, and report on all funds from this Recovery Act award (including specific outcomes and benefits attributable to Recovery Act funds) separately from all other funds, including DOJ award funds from non-Recovery Act awards awarded for the same or similar purposes or programs. (Recovery Act funds may be used in conjunction with other funding as necessary to complete projects, but tracking and reporting of Recovery Act funds must be separate.)

Accordingly, the accounting systems of the recipient and all subrecipients must ensure that funds from this Recovery Act award are not commingled with funds from any other source.

The recipient further agrees that all personnel (including subrecipient personnel) whose activities are to be charged to the award will maintain timesheets to document hours worked for activities related to this award and non-award-related activities.

**18. RECOVERY ACT – Subawards – Monitoring**

The recipient agrees to monitor subawards under this Recovery Act award in accordance with all applicable statutes, regulations, OMB circulars, and guidelines, including the OJP Financial Guide, and to include the applicable conditions of this award in any subaward. The recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of Recovery Act funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

**19. RECOVERY ACT – Subawards – DUNS and CCR for Reporting**

The recipient agrees to work with its first-tier subrecipients (if any) to ensure that, no later than the due date of the recipient's first quarterly report after a subaward is made, the subrecipient has a valid DUNS profile and has an active registration with the Central Contractor Registration (CCR) database.

**20. RECOVERY ACT - Quarterly Financial Reports**

The recipient agrees to submit quarterly financial status reports to OJP. At present, these reports are to be submitted on-line (at <https://grants.ojp.usdoj.gov>) using Standard Form SF 269A, not later than 45 days after the end of each calendar quarter. The recipient understands that after October 15, 2009, OJP will discontinue its use of the SF 269A, and will require award recipients to submit quarterly financial status reports within 30 days after the end of each calendar quarter, using the government-wide Standard Form 425 Federal Financial Report form (available for viewing at [www.whitehouse.gov/omb/grants/standard\\_forms/ffr.pdf](http://www.whitehouse.gov/omb/grants/standard_forms/ffr.pdf)). Beginning with the report for the fourth calendar quarter of 2009 (and continuing thereafter), the recipient agrees that it will submit quarterly financial status reports to OJP on-line (at <https://grants.ojp.usdoj.gov>) using the SF 425 Federal Financial Report form, not later than 30 days after the end of each calendar quarter. The final report shall be submitted not later than 90 days following the end of the grant period.



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21. RECOVERY ACT – Recovery Act Transactions Listed in Schedule of Expenditures of Federal Awards and Recipient Responsibilities for Informing Subrecipients

(a) The recipient agrees to maintain records that identify adequately the source and application of Recovery Act funds, to maximize the transparency and accountability of funds authorized under the Recovery Act as required by the Act and in accordance with 2 CFR 215.21, “Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-profit Organizations” and OMB A-102 Common Rules provisions (relating to Grants and Cooperative Agreements with State and Local Governments).

(b) The recipient agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. This condition only applies if the recipient is covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, “Audits of States, Local Governments, and Non-Profit Organizations.” This shall be accomplished by identifying expenditures for Federal awards made under the Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix “ARRA-” in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

(c) The recipient agrees to separately identify to each subrecipient the Federal award number, CFDA number, and amount of Recovery Act funds, and to document this identification both at the time of subaward and at the time of disbursement of funds. When a recipient awards Recovery Act funds for an existing program, the information furnished to subrecipients shall distinguish the subawards of incremental Recovery Act funds from regular subawards under the existing program.

(d) The recipient agrees to require its subrecipients to specifically identify Recovery Act funding on their SEFA information, similar to the requirements for the recipient SEFA described above. This information is needed to allow the recipient to properly monitor subrecipient expenditure of Recovery Act funds as well as facilitate oversight by the Federal awarding agencies, the DOJ OIG, and the GAO.

22. RECOVERY ACT – Reporting and Registration Requirements under Section 1512 of the Recovery Act.

(a) This award requires the recipient to complete projects or activities which are funded under the Recovery Act and to report on use of Recovery Act funds provided through this award. Information from these reports will be made available to the public.

(b) The reports are due no later than ten calendar days after each calendar quarter in which the recipient receives the assistance award funded in whole or in part by the Recovery Act.

(c) Recipients and their first-tier recipients must maintain current registrations in the Central Contractor Registration ([www.ccr.gov](http://www.ccr.gov)) at all times during which they have active federal awards funded with Recovery Act funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number ([www.dnb.com](http://www.dnb.com)) is one of the requirements for registration in the Central Contractor Registration.

(d) The recipient shall report the information described in section 1512(c) of the Recovery Act using the reporting instructions and data elements that will be provided online at [www.FederalReporting.gov](http://www.FederalReporting.gov) and ensure that any information that is pre-filled is corrected or updated as needed.





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23. RECOVERY ACT – Provisions of Section 1512(c)

The recipient understands that section 1512(c) of the Recovery Act provides as follows:

Recipient Reports- Not later than 10 days after the end of each calendar quarter, each recipient that received recovery funds from a Federal agency shall submit a report to that agency that contains--

- (1) the total amount of recovery funds received from that agency;
- (2) the amount of recovery funds received that were expended or obligated to projects or activities; and
- (3) a detailed list of all projects or activities for which recovery funds were expended or obligated, including--
  - (A) the name of the project or activity;
  - (B) a description of the project or activity;
  - (C) an evaluation of the completion status of the project or activity;
  - (D) an estimate of the number of jobs created and the number of jobs retained by the project or activity; and
  - (E) for infrastructure investments made by state and local governments, the purpose, total cost, and rationale of the agency for funding the infrastructure investment with funds made available under this Act, and name of the person to contact at the agency if there are concerns with the infrastructure investment.
- (4) Detailed information on any subcontracts or subgrants awarded by the recipient to include the data elements required to comply with the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), allowing aggregate reporting on awards below \$25,000 or to individuals, as prescribed by the Director of the Office of Management and Budget.

24. RECOVERY ACT – Protecting State and Local Government and Contractor Whistleblowers (Recovery Act, section 1553)

The recipient recognizes that the Recovery Act provides certain protections against reprisals for employees of non-Federal employers who disclose information reasonably believed to be evidence of gross management, gross waste, substantial and specific danger to public health or safety, abuse of authority, or violations of law related to contracts or grants using Recovery Act funds. For additional information, refer to section 1553 of the Recovery Act. The text of Recovery Act is available at [www.ojp.usdoj.gov/recovery](http://www.ojp.usdoj.gov/recovery).

25. RECOVERY ACT – Limit on Funds (Recovery Act, section 1604)

The recipient agrees that none of the funds under this award may be used by any State or local government, or any private entity, for construction costs or any other support of any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

26. RECOVERY ACT – Infrastructure Investment (Recovery Act, sections 1511 and 1602)

The recipient agrees that it may not use any funds made available under this Recovery Act award for infrastructure investment absent submission of a satisfactory certification under section 1511 of the Recovery Act. Should the recipient decide to use funds for infrastructure investment subsequent to award, the recipient must submit appropriate certifications under section 1511 of the Recovery Act and receive prior approval from OJP. In seeking such approval, the recipient shall give preference to activities that can be started and completed expeditiously, and shall use award funds in a manner that maximizes job creation and economic benefits. The text of the Recovery Act (including sections 1511 and 1602) is available at [www.ojp.usdoj.gov/recovery](http://www.ojp.usdoj.gov/recovery).



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27. **RECOVERY ACT – Buy American Notification (Recovery Act, section 1605)**

The recipient understands that this award is subject to the provisions of section 1605 of the Recovery Act (“Buy American”). No award funds may be used for iron, steel, or manufactured goods for a project for the construction, alteration, maintenance, or repair of a public building or public work, unless the recipient provides advance written notification to the OJP program office, and a Grant Adjustment Notice is issued that modifies this special condition to add government-wide standard conditions (anticipated to be published in subpart B of 2 C.F.R. part 176) that further implement the specific requirements or exceptions of section 1605.

Section 1605 of the Recovery Act prohibits use of any Recovery Act funds for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States, subject to certain exceptions, including United States obligations under international agreements.

For purposes of this special condition, the following definitions apply:

“Public building” and “public work” means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

“Manufactured good” means a good brought to the construction site for incorporation into the building or work that has been--

- (1) Processed into a specific form and shape; or
- (2) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

“Steel” means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

For purposes of OJP grants, projects involving construction, alteration, maintenance, or repair of jails, detention facilities, prisons, public crime victims’ shelters, police facilities, or other similar projects will likely trigger this provision.

**NOTE:** The recipient is encouraged to contact the OJP program manager – in advance – with any questions concerning this condition, including its applicability to particular circumstances.



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PROJECT NUMBER 2009-SB-B9-3110

AWARD DATE 08/21/2009

*SPECIAL CONDITIONS*

28. **RECOVERY ACT – Wage Rate Requirements under Section 1606 of the Recovery Act**  
(a) Section 1606 of the Recovery Act requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code.

Pursuant to Reorganization Plan No. 14 and the Copeland Act, 40 U.S.C. 3145, the Department of Labor has issued regulations at 29 CFR Parts 1, 3, and 5 to implement the Davis-Bacon and related Acts. Regulations in 29 CFR 5.5 instruct agencies concerning application of the standard Davis-Bacon contract clauses set forth in that section. The standard Davis-Bacon contract clauses found in 29 CFR 5.5(a) are to be incorporated in any covered contracts made under this award that are in excess of \$2,000 for construction, alteration or repair (including painting and decorating).

(b) For additional guidance on the wage rate requirements of section 1606, contact your awarding agency. Recipients of grants, cooperative agreements and loans should direct their initial inquiries concerning the application of Davis-Bacon requirements to a particular federally assisted project to the Federal agency funding the project. The Secretary of Labor retains final coverage authority under Reorganization Plan Number 14.

29. **RECOVERY ACT – NEPA and Related Laws**  
The recipient understands that all OJP awards are subject to the National Environmental Policy Act (NEPA, 42 U.S.C. section 4321 et seq.) and other related Federal laws (including the National Historic Preservation Act), if applicable. The recipient agrees to assist OJP in carrying out its responsibilities under NEPA and related laws, if the recipient plans to use Recovery Act funds (directly or through subaward or contract) to undertake any activity that triggers these requirements, such as renovation or construction. (See 28 C.F.R. Part 61, App. D.) The recipient also agrees to comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this award.
30. **RECOVERY ACT – Misuse of award funds**  
The recipient understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.
31. **RECOVERY ACT – Additional Requirements and Guidance**  
The recipient agrees to comply with any modifications or additional requirements that may be imposed by law and future OJP (including government-wide) guidance and clarifications of Recovery Act requirements.
32. **RECOVERY ACT - JAG - Delinquent section 1512(c) reports**  
The recipient acknowledges that it has certified that it will comply with all reporting requirements under section 1512(c) of the Recovery Act. (An online reporting mechanism is anticipated to be available for award recipient use by October 10, 2009.) Further to this certification, a failure to comply with the section 1512(c) reporting requirements may, in addition to other penalties, subject the recipient to the following:  
(1) After failure to report section 1512(c) data for two consecutive reporting periods, the recipient may be— (a) precluded from drawing down funds under any OJP award, and/or (b) deemed ineligible for future discretionary OJP awards, until such time as the recipient becomes current in its section 1512(c) reporting obligations; and  
(2) After failure to report section 1512(c) data for three consecutive reporting periods, the recipient, upon written demand of the Director of BJA, shall return to OJP any unexpended award funds (including any unexpended interest earned on award funds) within 15 calendar days of the date of the demand notice. Thereafter, the recipient's award shall be converted to a cost-reimbursable grant until such time as the recipient becomes current in its section 1512(c) reporting obligations, and remains current for not less than two additional consecutive reporting periods.



Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

**AWARD CONTINUATION  
SHEET  
Grant**

PAGE 10 OF 10

PROJECT NUMBER 2009-SB-B9-3110

AWARD DATE 08/21/2009

*SPECIAL CONDITIONS*

33. All contracts under this award should be competitively awarded unless circumstances preclude competition. When a contract amount exceeds \$100,000 and there has been no competition for the award, the recipient must comply with rules governing sole source procurement found in the current edition of the OJP Financial Guide.
34. Approval of this award does not indicate approval of any consultant rate in excess of \$450 per day. A detailed justification must be submitted to and approved by the Office of Justice Programs (OJP) program office prior to obligation or expenditure of such funds.



**Department of Justice**  
Office of Justice Programs  
*Bureau of Justice Assistance*

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Washington, D.C. 20531

**Memorandum To:** Official Grant File

**From:** Maria A. Berry, NEPA Coordinator

**Subject:** Incorporates NEPA Compliance in Further Developmental Stages for Hidalgo County

The Recovery Act emphasizes the importance of compliance with the National Environmental Policy Act (NEPA) in the use of public funds. The Recovery Act - Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements,

please see <http://www.ojp.usdoj.gov/BJA/resource/nepa.html>.

Please be sure to carefully review the grant conditions on your award document, as it may contain more specific information about environmental compliance.



Department of Justice  
Office of Justice Programs  
Bureau of Justice Assistance

**GRANT MANAGER'S MEMORANDUM, PT. I:  
PROJECT SUMMARY**

**Grant**

PROJECT NUMBER  
2009-SB-B9-3110

PAGE 1 OF 1

This project is supported under FY09 Recovery Act (BJA-Byrne JAG) Pub. L. No. 111-5, 42 USC 3750-3758

**1. STAFF CONTACT (Name & telephone number)**

Esmeralda C. Womack  
(202) 353-3450

**2. PROJECT DIRECTOR (Name, address & telephone number)**

Rodolfo Espinoza  
Captain  
711 El Cibolo Road  
Edinburg, TX 78540-0471  
(956) 383-8114 ext.6030

**3a. TITLE OF THE PROGRAM**

BJA FY 09 Recovery Act Edward Byrne Memorial Justice Assistance Grant Program Local Solicitation

**3b. POMS CODE (SEE INSTRUCTIONS  
ON REVERSE)**

**4. TITLE OF PROJECT**

Recovery JAG Program

**5. NAME & ADDRESS OF GRANTEE**

Hidalgo County  
100 E. Cano Street, 2nd Floor  
Edinburg, TX 78539-4548

**6. NAME & ADDRESS OF SUBGRANTEE**

**7. PROGRAM PERIOD**

FROM: 03/01/2009 TO: 02/28/2013

**8. BUDGET PERIOD**

FROM: 03/01/2009 TO: 02/28/2013

**9. AMOUNT OF AWARD**

\$ 519,453

**10. DATE OF AWARD**

08/21/2009

**11. SECOND YEAR'S BUDGET**

**12. SECOND YEAR'S BUDGET AMOUNT**

**13. THIRD YEAR'S BUDGET PERIOD**

**14. THIRD YEAR'S BUDGET AMOUNT**

**15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)**

This grant program is authorized by the American Recovery and Reinvestment Act of 2009 (Public Law 111-5) (the "Recovery Act") and by 42 U.S.C. 3751(a). The stated purposes of the Recovery Act are: to preserve and create jobs and promote economic recovery; to assist those most impacted by the recession; to provide investments needed to increase economic efficiency by spurring technological advances in science and health; to invest in transportation, environmental protection, and other infrastructure that will provide long-term economic benefits; and to stabilize state and local government budgets, in order to minimize and avoid reductions in essential services and counterproductive state and local tax increases. The Recovery Act places great emphasis on accountability and transparency in the use of taxpayer dollars.

Among other things, it creates a new Recovery Accountability and Transparency Board and a new website - Recovery.gov - to provide information to the public, including access to detailed information on grants and contracts made with Recovery Act funds.

The Justice Assistance Grant (JAG) Program funded under the Recovery Act is the primary provider of federal criminal justice funding to state and local jurisdictions. Recovery JAG funds support all components of the criminal justice system, from multi-jurisdictional drug and gang task forces to crime prevention and domestic violence programs, courts, corrections, treatment, and justice information sharing initiatives. Recovery JAG funded projects may address crime through the provision of services directly to individuals and/or communities and by improving the effectiveness and efficiency of criminal justice systems, processes, and procedures.

Hidalgo County will utilize the Fiscal Year 2009 Recovery Act JAG award to purchase mobile data communication equipment to successfully integrate the Hidalgo County Sheriff's Office into a statewide, real-time law enforcement information sharing network. Specifically, the Sheriff's Office will install laptop computers into patrol vehicles. This equipment will be accompanied by docks and mounting hardware, and air cards, and will include contractual services. These systems will be used by patrol personnel for dispatching, calls for service, running license plate registration inquiries, preparing offense reports, and other law enforcement duty functions.

NCA/NCF



**HIDALGO COUNTY SHERIFF'S OFFICE  
BUDGET NARRATIVE WORKSHEET**

**Project Title:** Mobile Data Communication Interoperability Program  
**Category:** Recovery Act: Edward Byrne Memorial Justice Assistance Grant  
(JAG) Formula Program: Local Solicitation - CDFA #16.804

**GRANT PERIOD: START DATE; JULY 1, 2009    ENDING DATE: JUNE 31, 2010**

**Purpose:**

**A. Operational Overtime:**

**B. Fringe Benefits.**

**C. Travel**

**D. Equipment**

Item	Computation	Cost
Panasonic Toughbook	33 @ \$4300.00	\$141,900.00

Narrative: This heavy duty/rugged all purpose laptop computers will be install in patrol vehicles to be utilized on duty, enabling patrol personnel to be dispatch on real time, for call for service, run license plates registration quarries, prepare offense reports and forward via wireless broad band, keeping the deputies out on the field and visiable. This will heighten the law enforcement presence and deter criminal activities.

Docks & Mounting hardware	39 @ \$800.00	\$31,200.00
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Narrative: This docks and mounting hardware will properly secure the laptops within the patrol vehicle. Proper docks for the laptops will ensure longevity and durability of the product.

Airlink/air cards	35 @ \$128.20	\$4,487.00
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Narrative: These airlink/air card will enable the mobile data communication system install in Panasonics Toughbooks laptops with the broadband capabilities to send all communications, intelligence, suspect info and photographs to patrol personnel

**Subtotal \$ 177,587**

**E. Consultants/Contracts**

Item	Computation	Cost
Docks & Mounting hardware Installation	33 @ \$700.00	\$23,100.00

Narrative: Professional installation will ensure, proper installation, connectivity, and testing prior to deployment of system to ensure system is working properly.

Mobile Data Communication System, license/management fee	50 users	\$249,700.00
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Narrative: This mobile data communication system will include, software, hardware, communications consoles, license and management fees, will provide the connectivity between the central Hidalgo County Sheriff's Office communications dispatch center and patrol vehicles..

Public Safety Software Maintenance fee	yearly service	\$59,275.00
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Narrative: This mobile data communication systems need to receive maintenance to keep the system operating to its peak performance. This will ensure prompt real time communications between central communications control and patrol personnel.

Public Safety software/hardware Installation/ Technicians travel expenses	one time service fee	\$9,791.00
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**Subtotal \$ 341,866.00**

<b><u>Budget Narrative Worksheet Category</u></b>	<b><u>Amount</u></b>
<b>A. Operational Overtime</b>	<b><u>\$0000000</u></b>
<b>B. Fringe Benefits</b>	<b><u>\$0000000</u></b>
<b>C. Travel</b>	<b><u>\$0000000</u></b>
<b>D. Equipment</b>	<b><u>\$177,587.00</u></b>
<b>E. Consultants/Contracts</b>	<b><u>\$341,866.00</u></b>
<b>* TOTAL ESTIMATED COSTS</b>	<b><u>\$519,453.00</u></b>

**Federal Request: \$519,453.00**

AI-17082

18.C.

**Sheriff's Office--GCVOFTF Grant  
CC REGULAR**

**Date:** 09/01/2009  
**Submitted By:** Emilia Uriegas, SHERIFF DEPT.  
**Submitted For:** Anacleto Martinez  
**Department:** SHERIFF DEPT.  
**Agenda Category:** Sheriff's Office

**Information**

**CAPTION**

Approval to deobligate funds from the GCVOFTF overtime grant with the United States Marshal Service in the amount of \$1,000.00.

**BACKGROUND**

As requested by the Gulf Coast Violent Offenders & Fugitive Task Force (GCVOFTF), for purposes of transferring amount to another participating law enforcement agency.

**Fiscal Impact**

**FISCAL YEAR:** 2009                      **ACCT. #:** 9-1284-421-00-280-058-9-131  
**FUNDS AVAILABLE Y/N?:** Y                **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Deobligation of funds in the amount of \$1,000.00 from 9-1284-421-00-280-058-9-131 GCVOFTF grant.  
Revenue account 9-1284-331-10-280-058-9-000.

**Attachments**

Link: [gcvoftf.notice](http://gcvoftf.notice)  
Link: [gcvoftf.ba.deobligate](http://gcvoftf.ba.deobligate)

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	08/21/2009 11:40 AM	APRV
2	Budget & Management	Erika Zamora	08/21/2009 12:46 PM	APRV
3	Manuel Chapa	Manuel Chapa	08/21/2009 02:09 PM	APRV
4	Auditor's Office		08/28/2009 06:08 PM	PEND

Form Started By: Emilia Uriegas  
Final Approval Date: 08/28/2009

Started On: 08/20/2009 02:48 PM

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE OF PAGES 1   1
2. AMENDMENT/MODIFICATION NO. M0001	3. EFFECTIVE DATE 08/10/09	4. REQUISITION/PURCHASE REQ. NO. 09-79-REQ-0784	5. PROJECT NO. (If applicable)	
6. ISSUED BY  U.S. MARSHALS SERVICE 515 RUSK AVENUE, ROOM 10002 HOUSTON, TEXAS 77002	CODE	7. ADMINISTERED by (If other than Item 6)		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and ZIP Code)  HIDALGO COUNTY SHERIFF'S OFFICE 711 EAST EL CIBOLO ROAD EDINBURG TX 78541			<input checked="" type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO.
				9B. DATED (SEE ITEM 11)
			<input checked="" type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO. DJMS-09-79-M-0210
				10B. DATED (SEE ITEM 13) 02/17/09
CODE	FACILITY CODE			

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:  
 (a) By completing Items 8 and 15, and returning \_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of your desire to change an offer already submitted, such change may be made by telegram or letter provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
1590324 O/C 2599

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

**A. THIS CHANGE ORDER ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.**

**B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (Such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)**

**C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:**

**D. OTHER (Specify type of modification and authority)  
FAR PART 13 13.106 (b) (1)**

E. IMPORTANT: Contractor  is not  is required to sign this document and return \_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Purchase order is hereby modified as follows:

- Block 17 Schedule 1, Column (e) Unit Price is changed from \$8,000 to \$7,000.
- Block 17 Schedule 1, Column (f) Unit Price is changed from \$8,000 to \$7,000.

Grand total changed from \$8,000 to \$7,000.  
BASIS: DECREASE OF \$1,000.00

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)  ORALIA OLALDE, PURCHASING AGENT	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
15B. CONTRACTOR/OFFEROR  (Signature of Person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA BY <u>Oralia Olalde</u> (Signature of Contracting Officer)	26C. DATE SIGNED 8/10/09

**DATE:** August 20, 2009  
**DEPARTMENT HEAD:** Sheriff Guadalupe "Lupe" Trevino  
**DEPARTMENT NAME:** GCVOFTF  
**ACCOUNT NUMBER:** 9-1284-421-00-280-058-9-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT OBJECT NAME	AMOUNT
9-1284-421-00-280-058-9-131	GCVOFTF - Overtime Pay	(1,000.00)

**TOTAL APPROPRIATIONS** (1,000.00)

**9-1284-331-10-280-058-9-000** **GCVOFTF - Revenues** (1,000.00)  
**United States Marshal Service**

**TOTAL REVENUES** (1,000.00)

**REASON:** **To de-obligate the amount of \$1,000.00 in the Gulf Coast Violent Offenders & Fugitive Task Force (GCVOFTF) overtime grant with the United States Marshal Service.**

\_\_\_\_\_  
**DEPARTMENT HEAD SIGNATURE**

\_\_\_\_\_ / /  
**DATE**

\_\_\_\_\_  
**APPROVED COMMISSIONERS' COURT**

\_\_\_\_\_  
**ATTEST COUNTY CLERK**

AI-17154

19.A.

**Funding Agreement For Border Colonia Access Program Amendment #3  
CC REGULAR**

**Date:** 09/01/2009

**Submitted By:** Marcie Jackson, COLONIA ACCESS PROGRAM

**Submitted For:** Agapito Vargas

**Department:** COLONIA ACCESS PROGRAM

**Agenda Category:** Colonia Access Program

**Purchasing only:** CAP

**Information**

**CAPTION**

Presentation for discussion, consideration and action for approval of Funding Agreement For Border Colonia Access Program Amendment #3, to apply a transfer of the remaining Allocated funds from 1st call Border Colonia Access Program to 2nd call Border Colonia Access Program.

**BACKGROUND**

**Fiscal Impact**

**FISCAL YEAR:** 2009

**ACCT. #:**

**FUNDS AVAILABLE Y/N?:**

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Please refer to attached expenditure reports for various Colonia Projects for all precincts in relation to Round I and Round II.

**Attachments**

Link: [Funding Agreement For Border Colonia Access Program Amendment #3](#)

Link: [BCAP RND I](#)

Link: [BCAP ROUND II](#)

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/26/2009 11:14 AM	APRV
2	Erika Zamora		08/28/2009 06:08 PM	PEND
3	Auditor's Office		08/28/2009 06:08 PM	NEW
Form Started By: Marcie Jackson			Started On: 08/26/2009 10:06 AM	

Final Approval Date: 08/28/2009

STATE OF TEXAS §

COUNTY OF TRAVIS §

**FUNDING AGREEMENT  
FOR BORDER COLONIA ACCESS PROGRAM  
AMENDMENT #3**

**THIS AMENDMENT IS MADE BY AND BETWEEN** the State of Texas, acting through the Texas Department of Transportation, hereinafter called the "State", and Hidalgo County, acting by and through its duly authorized officials, hereinafter called the "County".

**WITNESSETH**

**WHEREAS**, the State and the County executed an agreement on May 10, 2005 – amended on April 13, 2007, and again on March 13, 2008 – to construct access roads in the County’s colonias under terms of the second call of the Border Colonia Access Program; and,

**WHEREAS**, the County has opted to apply a funding under run of \$229,479.16 from Contract 21-3BCF5001 to that contract as allowed by terms of the first call of the Border Colonia Access Program; and

**WHEREAS**, it has become necessary to amend that contract;

**NOW THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, the State and the Local Government do agree as follows:

**A G R E E M E N T**

**Article 1. Description of Amended Items:**

**Article 4, Paragraph C, final sentence, is voided in its entirety and replaced with the following:**

The total maximum allowable cost for all combined County Projects is \$13,238,264.99.

All other provisions of the original contract are unchanged and remain in full force and effect.

**Article 2. Signatory Warranty**

The signatories to this amendment warrant that each has the authority to enter into this agreement on behalf of the organization they represent.

**IN WITNESS WHEREOF, THE STATE AND THE LOCAL GOVERNMENT** have executed duplicate counterparts to effectuate this agreement.

**THE LOCAL GOVERNMENT**

\_\_\_\_\_  
Hidalgo County

By: \_\_\_\_\_  
Honorable Juan D. Salinas III

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
County Judge

\_\_\_\_\_  
Date

**THE STATE OF TEXAS**

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: \_\_\_\_\_  
Mario Jorge, P.E.

\_\_\_\_\_  
District Engineer, Pharr District  
Title

\_\_\_\_\_  
Date

For 01/01/09 - 01/31/10

Expenditure Summary Report

FJEXS01A

Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

<u>Account No/Description</u>	<u>Adjusted Budget</u>	<u>Y-T-D Encumb</u>	<u>Period Expended</u>	<u>Y-T-D Expended</u>	<u>Available Balance</u>	<u>Percent Used</u>
<b>121 COMMISSIONER, PRECINCT 1</b>						
9-1310-431-00-121-148-0-339	PCT.1-HARMEL-OTHER PROF SRV	319.12	.00	.00	319.12	.00
9-1310-431-00-121-175-0-339	PCT.1-V&C/R.CAVAZOS-OTHER PROF SRV	1,465.93	.00	.00	1,465.93	.00
9-1310-431-00-121-175-0-731	PCT.1-V&C/R.CAVAZOS-ROADS	1,587.94	.00	.00	1,587.94	.00
9-1310-431-00-121-344-0-731	PCT.1-AGUA DULCE/PALM-ROADS	3,837.67	.00	.00	3,837.67	.00
9-1310-431-00-121-345-0-731	PCT.1-AGUA DULCE/EBONY-ROADS	2,961.63	.00	.00	2,961.63	.00
9-1310-431-00-121-347-0-731	PCT.1-BAR 7-ROADS	1,246.37	.00	.00	1,246.37	.00
9-1310-431-00-121-380-0-731	PCT.1-MESQUITE 1-ROADS	6,189.75	.00	.00	6,189.75	.00
9-1310-431-00-121-393-0-731	PCT.1-R C BABB 4-ROADS	349.42	.00	.00	349.42	.00
9-1310-431-00-121-394-0-312	PCT.1-RAMOSVILLE-INDIRECT COST	1,002.12	.00	.00	1,002.12	.00
9-1310-431-00-121-394-0-334	PCT.1-RAMOSVILLE-ENG&ARCH SRV	266.50	.00	.00	266.50	.00
9-1310-431-00-121-394-0-339	PCT.1-RAMOSVILLE-OTHER PROF SRV	751.59	.00	.00	751.59	.00
9-1310-431-00-121-394-0-731	PCT.1-RAMOSVILLE-ROADS	23,032.79	.00	.00	23,032.79	.00
9-1310-431-00-121-397-0-312	PCT.1-SAENZ-INDIRECT COST	7.65	.00	.00	7.65	.00
9-1310-431-00-121-397-0-334	PCT.1-SAENZ-ENG&ARCH SRV	403.10	.00	.00	403.10	.00
9-1310-431-00-121-397-0-339	PCT.1-SAENZ-OTHER PROF SRV	1,068.69	.00	.00	1,068.69	.00
9-1310-431-00-121-397-0-731	PCT.1-SAENZ-ROADS	30,958.35	.00	.00	30,958.35	.00
9-1310-431-00-121-400-0-312	PCT.1-SUNRISE-INDIRECT COST	2,244.41	.00	.00	2,244.41	.00
9-1310-431-00-121-400-0-339	PCT.1-SUNRISE-OTHER PROF SRV	1,149.37	.00	.00	1,149.37	.00
9-1310-431-00-121-400-0-731	PCT.1-SUNRISE-ROADS	6,136.65	.00	.00	6,136.65	.00
9-1310-431-00-121-401-0-312	PCT.1-SUNRISE HILL/J.OLIVAREZ-INDIRECT C	2,201.80	.00	.00	2,201.80	.00
9-1310-431-00-121-401-0-334	PCT.1-SUNRISE HILL/J.OLIVAREZ-ENG&ARCH S	571.06	.00	.00	571.06	.00
9-1310-431-00-121-401-0-339	PCT.1-SUNRISE HILL/J.OLIVAREZ-OTHER PROF	1,591.14	.00	.00	1,591.14	.00
9-1310-431-00-121-401-0-731	PCT.1-SUNRISE HILL/J.OLIVAREZ-ROADS	50,674.28	.00	.00	50,674.28	.00
9-1310-431-00-121-402-0-312	PCT.1-SUNRISE HILL/R.GUERRA-INDIRECT COS	1,868.50	.00	.00	1,868.50	.00
9-1310-431-00-121-402-0-334	PCT.1-SUNRISE HILL/R.GUERRA-ENG&ARCH SRV	506.88	.00	.00	506.88	.00
9-1310-431-00-121-402-0-339	PCT.1-SUNRISE HILL/R.GUERRA-OTHER PROF S	1,253.35	.00	.00	1,253.35	.00
9-1310-431-00-121-402-0-731	PCT.1-SUNRISE HILL/R.GUERRA-ROADS	43,066.97	.00	.00	43,066.97	.00
9-1310-431-00-121-403-0-312	PCT.1-SUNRISE HILL/R.GONZALEZ-INDIRECT C	1,868.50	.00	.00	1,868.50	.00
9-1310-431-00-121-403-0-334	PCT.1-SUNRISE HILL/R.GONZALEZ-ENG&ARCH S	506.88	.00	.00	506.88	.00
9-1310-431-00-121-403-0-339	PCT.1-SUNRISE HILL/R.GONZALEZ-OTHER PROF	1,253.35	.00	.00	1,253.35	.00
9-1310-431-00-121-403-0-731	PCT.1-SUNRISE HILL/R.GONZALEZ-ROADS	43,066.97	.00	.00	43,066.97	.00
9-1310-431-00-121-404-0-312	PCT.1-TROPICAL FARMS/SAMOA-INDIRECT COST	3,064.34	.00	.00	3,064.34	.00
9-1310-431-00-121-404-0-334	PCT.1-TROPICAL FARMS/SAMOA-ENG&ARCH SRV	2,237.28	.00	.00	2,237.28	.00
9-1310-431-00-121-404-0-339	PCT.1-TROPICAL FARMS/SAMOA-OTHER PROF SR	1,750.54	.00	745.14	1,005.40	42.57
9-1310-431-00-121-404-0-731	PCT.1-TROPICAL FARMS/SAMOA-ROADS	44,225.96	.00	26,699.63	17,526.33	



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<b>121 COMMISSIONER, PRECINCT 1</b>							
						60.37	
9-1310-431-00-121-405-0-312	PCT.1-TROPICAL FARMS/TAHITI-INDIRECT COS	3,008.33	.00	.00	.00	3,008.33	.00
9-1310-431-00-121-405-0-339	PCT.1-TROPICAL FARMS/TAHITI-OTHER PROF S	1,379.08	.00	700.19	700.19	678.89	50.77
9-1310-431-00-121-405-0-731	PCT.1-TROPICAL FARMS/TAHITI-ROADS	34,988.77	.00	34,988.77	34,988.77	.00	100.00
9-1310-431-00-121-412-0-731	PCT.1-VILLA VERDE/BOUGANVILLEA-ROADS	2,287.97	.00	.00	.00	2,287.97	.00
9-1310-431-00-121-413-0-731	PCT.1-VILLA VERDE/CLAVEL-ROADS	1,573.19	.00	.00	.00	1,573.19	.00
9-1310-431-00-121-414-0-731	PCT.1-VILLA VERDE/PETUNIA-ROADS	5,715.60	.00	.00	.00	5,715.60	.00
9-1310-431-00-121-415-0-731	PCT.1-VILLA VERDE/24TH-ROADS	930.78	.00	.00	.00	930.78	.00
9-1310-431-00-121-416-0-731	PCT.1-VILLA VERDE/25TH-ROADS	909.25	.00	.00	.00	909.25	.00
9-1310-431-00-121-417-0-731	PCT.1-VILLA VERDE/TULIPANA-ROADS	1,497.61	.00	.00	.00	1,497.61	.00
9-1310-431-00-121-426-0-339	PCT.1-ELIZABETH-OTHER PROF SRV	289.43	.00	.00	.00	289.43	.00
9-1310-431-00-121-437-0-731	PCT.1-BLANCA HEIGHTS-ROADS	3,385.35	.00	.00	.00	3,385.35	.00
9-1310-431-00-121-441-0-731	PCT.1-LA MESA-ROADS	14,026.77	.00	.00	.00	14,026.77	.00
9-1310-431-00-121-442-0-731	PCT.1-LA PALMA 1-ROADS	3,511.08	.00	.00	.00	3,511.08	.00
9-1310-431-00-121-446-0-731	PCT.1-LA QUINTA EST 2-ROADS	2,323.09	.00	.00	.00	2,323.09	.00
9-1310-431-00-121-447-0-731	PCT.1-LLANO GRANDE/LANTANA-ROADS	4,685.32	.00	.00	.00	4,685.32	.00
9-1310-431-00-121-449-0-731	PCT.1-LLANO GRANDE/PALMETTO-ROADS	2,437.57	.00	.00	.00	2,437.57	.00
	<b>121 COMMISSIONER, PRECINCT 1</b>	<b>367,636.04</b>	<b>.00</b>	<b>63,133.73</b>	<b>63,133.73</b>	<b>304,502.31</b>	<b>17.17</b>
<b>122 COMMISSIONER, PRECINCT 2</b>							
9-1310-431-00-122-068-0-339	PCT.2-ARCO IRIS 2/LIB LOOP N-OTHER PROF	180.90	.00	180.90	180.90	.00	100.00
9-1310-431-00-122-070-0-334	PCT.2-COUNTRY LIVING-ENG&ARCH SRV	110.40	.00	.00	.00	110.40	.00
9-1310-431-00-122-070-0-731	PCT.2-COUNTRY LIVING-ROADS	7.00	.00	.00	.00	7.00	.00
9-1310-431-00-122-072-0-339	PCT.2-PALMAS/JESINIA-OTHER PROF SRV	1,332.17	.00	718.05	718.05	614.12	53.90
9-1310-431-00-122-073-0-312	PCT.2-LOPEZVILLE/KENNEDY-INDIRECT COST	297.94	.00	.00	.00	297.94	.00
9-1310-431-00-122-073-0-339	PCT.2-LOPEZVILLE/KENNEDY-OTHER PROF SRV	2,726.56	.00	.00	.00	2,726.56	.00
9-1310-431-00-122-073-0-731	PCT.2-LOPEZVILLE/KENNEDY-ROADS	2,781.78	.00	.00	.00	2,781.78	.00
9-1310-431-00-122-074-0-339	PCT.2-LOPEZVILLE/PUEBLO-OTHER PROF SRV	1,817.43	.00	321.51	321.51	1,495.92	17.69
9-1310-431-00-122-075-0-339	PCT.2-LOPEZVILLE/WATER-OTHER PROF SRV	3,601.81	.00	.00	.00	3,601.81	.00
9-1310-431-00-122-075-0-731	PCT.2-LOPEZVILLE/WATER-ROADS	1,254.55	.00	.00	.00	1,254.55	.00
9-1310-431-00-122-076-0-339	PCT.2-LOPEZVILLE/CHURCH-OTHER PROF SRV	2,257.79	.00	554.09	554.09	1,703.70	24.54
9-1310-431-00-122-077-0-339	PCT.2-PRIMAVERA 2/JENICA E-OTHER PROF SR	2,002.44	.00	963.38	963.38	1,039.06	48.11
9-1310-431-00-122-077-0-731	PCT.2-PRIMAVERA 2/JENICA E-ROADS	8,566.04	.00	.00	.00	8,566.04	.00
9-1310-431-00-122-078-0-339	PCT.2-PRIMAVERA 2/JENICA W-OTHER PROF SR	2,909.21	.00	.00	.00	2,909.21	.00
9-1310-431-00-122-078-0-731	PCT.2-PRIMAVERA 2/JENICA W-ROADS	10,902.41	.00	.00	.00	10,902.41	.00

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<b>122 COMMISSIONER, PRECINCT 2</b>						.00
9-1310-431-00-122-079-0-339 PCT.2-PRIMAVERA 2/JESSICA-OTHER PROF SRV	2,071.97	.00	.00	.00	2,071.97	.00
9-1310-431-00-122-079-0-731 PCT.2-PRIMAVERA 2/JESSICA-ROADS	5,718.36	.00	.00	.00	5,718.36	.00
9-1310-431-00-122-080-0-339 PCT.2-PRIMAVERA 2/ROSIE-OTHER PROF SRV	1,766.86	.00	.00	.00	1,766.86	.00
9-1310-431-00-122-080-0-731 PCT.2-PRIMAVERA 2/ROSIE-ROADS	4,553.50	.00	.00	.00	4,553.50	.00
9-1310-431-00-122-490-0-339 PCT.2-ALAMO ORCHARDS-OTHER PROF SRV	2,410.09	.00	550.90	550.90	1,859.19	22.86
9-1310-431-00-122-490-0-731 PCT.2-ALAMO ORCHARDS-ROADS	591.08	.00	.00	.00	591.08	.00
9-1310-431-00-122-496-0-334 PCT.2-CAMPO ALTO/VISTA CIR E-ENG&ARCH SR	887.00	.00	.00	.00	887.00	.00
9-1310-431-00-122-496-0-339 PCT.2-CAMPO ALTO/VISTA CIR E-OTHER PROF	1,375.15	.00	.00	.00	1,375.15	.00
9-1310-431-00-122-496-0-731 PCT.2-CAMPO ALTO/VISTA CIR E-ROADS	12,901.82	.00	.00	.00	12,901.82	.00
9-1310-431-00-122-497-0-334 PCT.2-CAMPO ALTO/VISTA CIR W-ENG&ARCH SR	887.00	.00	.00	.00	887.00	.00
9-1310-431-00-122-497-0-339 PCT.2-CAMPO ALTO/VISTA CIR W-OTHER PROF	1,883.90	.00	.00	.00	1,883.90	.00
9-1310-431-00-122-497-0-731 PCT.2-CAMPO ALTO/VISTA CIR W-ROADS	13,778.33	.00	.00	.00	13,778.33	.00
9-1310-431-00-122-520-0-312 PCT.2-PLUMOSA VILLAGE-INDIRECT COST	2,300.12	.00	.00	.00	2,300.12	.00
9-1310-431-00-122-520-0-334 PCT.2-PLUMOSA VILLAGE-ENG&ARCH SRV	8,050.00	.00	.00	.00	8,050.00	.00
9-1310-431-00-122-520-0-339 PCT.2-PLUMOSA VILLAGE-OTHER PROF SRV	2,972.10	.00	.00	.00	2,972.10	.00
9-1310-431-00-122-520-0-731 PCT.2-PLUMOSA VILLAGE-ROADS	75,900.00	.00	.00	.00	75,900.00	.00
9-1310-431-00-122-520-0-899 PCT.2-PLUMOSA VILLAGE-UNDIST	8,185.10	.00	.00	.00	8,185.10	.00
9-1310-431-00-122-535-0-334 PCT.2-S TOWER EST/SAN ANGELO-ENG&ARCH SR	3,967.50	.00	.00	.00	3,967.50	.00
9-1310-431-00-122-535-0-339 PCT.2-S TOWER EST/SAN ANGELO-OTHER PROF	5,146.08	.00	75.00	75.00	5,071.08	1.46
9-1310-431-00-122-536-0-334 PCT.2-S TOWER EST/SAN DIEGO-ENG&ARCH SRV	3,081.00	.00	.00	.00	3,081.00	.00
9-1310-431-00-122-536-0-339 PCT.2-S TOWER EST/SAN DIEGO-OTHER PROF S	2,266.47	.00	.00	.00	2,266.47	.00
9-1310-431-00-122-543-0-339 PCT.2-TIERRA BONITA/MARIE CIR N-OTHER PR	1,571.86	.00	1,571.86	1,571.86	.00	100.00
9-1310-431-00-122-544-0-312 PCT.2-TIERRA BONITA/MARIE CIR S-INDIRECT	1,198.55	.00	.00	.00	1,198.55	.00
9-1310-431-00-122-544-0-339 PCT.2-TIERRA BONITA/MARIE CIR S-OTHER PR	3,488.87	.00	1,657.11	1,657.11	1,831.76	47.50
9-1310-431-00-122-544-0-731 PCT.2-TIERRA BONITA/MARIE CIR S-ROADS	35,701.39	.00	.00	.00	35,701.39	.00
9-1310-431-00-122-547-0-312 PCT.2-WHITEWING/DOVE-INDIRECT COST	772.12	.00	.00	.00	772.12	.00
9-1310-431-00-122-547-0-339 PCT.2-WHITEWING/DOVE-OTHER PROF SRV	2,751.80	.00	127.59	127.59	2,624.21	4.64
9-1310-431-00-122-547-0-731 PCT.2-WHITEWING/DOVE-ROADS	4,103.30	.00	.00	.00	4,103.30	.00
9-1310-431-00-122-548-0-312 PCT.2-WHITEWING/PELICAN-INDIRECT COST	772.12	.00	.00	.00	772.12	.00
9-1310-431-00-122-548-0-339 PCT.2-WHITEWING/PELICAN-OTHER PROF SRV	3,477.51	.00	127.59	127.59	3,349.92	3.67
9-1310-431-00-122-548-0-731 PCT.2-WHITEWING/PELICAN-ROADS	94.90	.00	.00	.00	94.90	.00
<b>122 COMMISSIONER, PRECINCT 2</b>	<b>255,374.28</b>	<b>.00</b>	<b>6,847.98</b>	<b>6,847.98</b>	<b>248,526.30</b>	<b>2.68</b>
<b>123 COMMISSIONER, PRECINCT 3</b>						
9-1310-431-00-123-061-0-339 PCT.3-HILDA/ESTER-OTHER PROF SRV	1,255.22	1,255.22	.00	.00	.00	100.00

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<b>123 COMMISSIONER, PRECINCT 3</b>						
9-1310-431-00-123-062-0-339	PCT.3-LA PALMA-OTHER PROF SRV	1,618.39	1,618.39	.00	.00	.00 100.00
9-1310-431-00-123-064-0-339	PCT.3-TREVINOS 4-OTHER PROF SRV	4,186.73	4,186.73	.00	.00	.00 100.00
9-1310-431-00-123-065-0-312	PCT.3-N COUNTRY EST/DIOSA-INDIRECT COST	697.64	.00	.00	.00	697.64 .00
9-1310-431-00-123-065-0-334	PCT.3-N COUNTRY EST/DIOSA-ENG&ARCH SRV	352.37	.00	352.37	352.37	.00 100.00
9-1310-431-00-123-065-0-339	PCT.3-N COUNTRY EST/DIOSA-OTHER PROF SRV	2,788.75	.00	1,768.33	1,768.33	1,020.42 63.41
9-1310-431-00-123-065-0-731	PCT.3-N COUNTRY EST/DIOSA-ROADS	41,145.50	990.00	40,155.50	40,155.50	.00 100.00
9-1310-431-00-123-066-0-312	PCT.3-N COUNTRY EST 2/EARTH-INDIRECT COS	632.96	.00	.00	.00	632.96 .00
9-1310-431-00-123-066-0-334	PCT.3-N COUNTRY EST 2/EARTH-ENG&ARCH SRV	352.37	.00	352.37	352.37	.00 100.00
9-1310-431-00-123-066-0-339	PCT.3-N COUNTRY EST 2/EARTH-OTHER PROF S	2,788.75	.00	1,456.42	1,456.42	1,332.33 52.22
9-1310-431-00-123-066-0-731	PCT.3-N COUNTRY EST 2/EARTH-ROADS	41,145.50	990.00	40,155.50	40,155.50	.00 100.00
9-1310-431-00-123-462-0-312	PCT.3-BASHAM 16/EXT CO RD-INDIRECT COST	553.18	.00	.00	.00	553.18 .00
9-1310-431-00-123-462-0-334	PCT.3-BASHAM 16/EXT CO RD-ENG&ARCH SRV	617.02	.00	617.02	617.02	.00 100.00
9-1310-431-00-123-462-0-339	PCT.3-BASHAM 16/EXT CO RD-OTHER PROF SRV	3,002.63	543.05	2,459.58	2,459.58	.00 100.00
9-1310-431-00-123-462-0-731	PCT.3-BASHAM 16/EXT CO RD-ROADS	82,878.89	11,990.00	70,888.89	70,888.89	.00 100.00
9-1310-431-00-123-465-0-312	PCT.3-CARLOS LEAL 2-INDIRECT COST	3,450.32	.00	.00	.00	3,450.32 .00
9-1310-431-00-123-465-0-334	PCT.3-CARLOS LEAL 2-ENG&ARCH SRV	1,998.33	.00	.00	.00	1,998.33 .00
9-1310-431-00-123-465-0-339	PCT.3-CARLOS LEAL 2-OTHER PROF SRV	4,087.31	.00	.00	.00	4,087.31 .00
9-1310-431-00-123-465-0-731	PCT.3-CARLOS LEAL 2-ROADS	136,828.19	.00	.00	.00	136,828.19 .00
9-1310-431-00-123-478-0-731	PCT.3-PALM LAKE 2/JUAREZ-ROADS	63,390.90	.00	.00	.00	63,390.90 .00
9-1310-431-00-123-479-0-731	PCT.3-PALM LAKE 2/KANTONIL-ROADS	74,680.47	.00	.00	.00	74,680.47 .00
9-1310-431-00-123-489-0-312	PCT.3-VALES-INDIRECT COST	1,188.90	.00	.00	.00	1,188.90 .00
9-1310-431-00-123-489-0-339	PCT.3-VALES-OTHER PROF SRV	1,009.44	.00	.00	.00	1,009.44 .00
<b>123 COMMISSIONER, PRECINCT 3</b>		<b>470,649.76</b>	<b>21,573.39</b>	<b>158,205.98</b>	<b>158,205.98</b>	<b>290,870.39 38.20</b>
<b>124 COMMISSIONER, PRECINCT 4</b>						
9-1310-431-00-124-081-0-334	PCT.4-ACACIA-ENG&ARCH SRV	560.28	560.28	.00	.00	.00 100.00
9-1310-431-00-124-082-0-312	PCT.4-ADAM LEE-INDIRECT COST	361.27	.00	.00	.00	361.27 .00
9-1310-431-00-124-083-0-312	PCT.4-AUSTIN GARDENS/FONTANA-INDIRECT CO	141.84	.00	.00	.00	141.84 .00
9-1310-431-00-124-084-0-312	PCT.4-AUSTIN GARDENS/HIGHLAND-INDIRECT C	151.14	.00	.00	.00	151.14 .00
9-1310-431-00-124-085-0-312	PCT.4-AUSTIN GARDENS/SHARON-INDIRECT COS	195.40	.00	.00	.00	195.40 .00
9-1310-431-00-124-086-0-334	PCT.4-BAR 2/CACTUS-ENG&ARCH SRV	280.30	280.30	.00	.00	.00 100.00
9-1310-431-00-124-087-0-334	PCT.4-BAR 2/MESQUITE-ENG&ARCH SRV	280.30	280.30	.00	.00	.00 100.00
9-1310-431-00-124-088-0-334	PCT.4-BAR 5/ELIZABETH-ENG&ARCH SRV	278.29	278.29	.00	.00	.00 100.00
9-1310-431-00-124-089-0-334	PCT.4-BAR 5/ELAINE-ENG&ARCH SRV	323.44	323.44	.00	.00	.00 100.00
9-1310-431-00-124-090-0-334	PCT.4-BAR 5/YVONNE-ENG&ARCH SRV	323.44	323.44	.00	.00	.00 100.00

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<b>124 COMMISSIONER, PRECINCT 4</b>						
9-1310-431-00-124-091-0-312	PCT.4-COTTONWOOD-INDIRECT COST	584.48	.00	.00	.00	584.48 .00
9-1310-431-00-124-092-0-312	PCT.4-EL SECO/NADIA-INDIRECT COST	153.35	.00	.00	.00	153.35 .00
9-1310-431-00-124-092-0-339	PCT.4-EL SECO/NADIA-OTHER PROF SRV	253.29	253.29	.00	.00	.00 100.00
9-1310-431-00-124-092-0-731	PCT.4-EL SECO/NADIA-ROADS	186.69	.00	.00	.00	186.69 .00
9-1310-431-00-124-093-0-312	PCT.4-EL SECO/OKEECHOBEE-INDIRECT COST	371.21	.00	.00	.00	371.21 .00
9-1310-431-00-124-093-0-339	PCT.4-EL SECO/OKEECHOBEE-OTHER PROF SRV	123.86	123.86	.00	.00	.00 100.00
9-1310-431-00-124-094-0-334	PCT.4-EVANGELINE/ADAM-ENG&ARCH SRV	140.23	140.23	.00	.00	.00 100.00
9-1310-431-00-124-095-0-334	PCT.4-EVANGELINE/DESERT-ENG&ARCH SRV	140.23	140.23	.00	.00	.00 100.00
9-1310-431-00-124-096-0-334	PCT.4-EVANGELINE/G.MOLINA-ENG&ARCH SRV	140.23	140.23	.00	.00	.00 100.00
9-1310-431-00-124-097-0-334	PCT.4-FAYSVILLE-ENG&ARCH SRV	327.79	327.79	.00	.00	.00 100.00
9-1310-431-00-124-101-0-312	PCT.4-IMPERIAL-INDIRECT COST	113.18	.00	.00	.00	113.18 .00
9-1310-431-00-124-101-0-731	PCT.4-IMPERIAL-ROADS	1,375.04	.00	.00	.00	1,375.04 .00
9-1310-431-00-124-102-0-334	PCT.4-LOS TERRAZOS-ENG&ARCH SRV	402.28	402.28	.00	.00	.00 100.00
9-1310-431-00-124-103-0-312	PCT.4-MEADOW LANDS/TERRY-INDIRECT COST	479.58	.00	.00	.00	479.58 .00
9-1310-431-00-124-103-0-334	PCT.4-MEADOW LANDS/TERRY-ENG&ARCH SRV	170.86	170.86	.00	.00	.00 100.00
9-1310-431-00-124-103-0-339	PCT.4-MEADOW LANDS/TERRY-OTHER PROF SRV	611.93	610.65	.00	.00	1.28 99.79
9-1310-431-00-124-103-0-899	PCT.4-MEADOW LANDS/TERRY-UNDIST	310.95	.00	.00	.00	310.95 .00
9-1310-431-00-124-104-0-312	PCT.4-MEADOW LANDS/MEADOW-INDIRECT COST	459.79	.00	.00	.00	459.79 .00
9-1310-431-00-124-104-0-339	PCT.4-MEADOW LANDS/MEADOW-OTHER PROF SRV	466.59	466.59	.00	.00	.00 100.00
9-1310-431-00-124-104-0-731	PCT.4-MEADOW LANDS/MEADOW-ROADS	1,597.50	.00	.00	.00	1,597.50 .00
9-1310-431-00-124-105-0-312	PCT.4-MEADOW LANDS/PRARIE-INDIRECT COST	451.53	.00	.00	.00	451.53 .00
9-1310-431-00-124-105-0-339	PCT.4-MEADOW LANDS/PRARIE-OTHER PROF SRV	364.09	364.09	.00	.00	.00 100.00
9-1310-431-00-124-105-0-731	PCT.4-MEADOW LANDS/PRARIE-ROADS	2,767.50	.00	.00	.00	2,767.50 .00
9-1310-431-00-124-106-0-339	PCT.4-MURILLO/NORTH-OTHER PROF SRV	89.91	89.91	.00	.00	.00 100.00
9-1310-431-00-124-106-0-731	PCT.4-MURILLO/NORTH-ROADS	2,204.00	.00	.00	.00	2,204.00 .00
9-1310-431-00-124-107-0-339	PCT.4-MURILLO/SOUTH-OTHER PROF SRV	165.72	165.72	.00	.00	.00 100.00
9-1310-431-00-124-107-0-731	PCT.4-MURILLO/SOUTH-ROADS	688.93	.00	.00	.00	688.93 .00
9-1310-431-00-124-107-0-899	PCT.4-MURILLO/SOUTH-UNDIST	8.18	.00	.00	.00	8.18 .00
9-1310-431-00-124-110-0-731	PCT.4-RCW/NARDO-ROADS	.00	.00	-795.13	-795.13	795.13 .00
9-1310-431-00-124-111-0-312	PCT.4-SANDY/FIRST-INDIRECT COST	30.35	.00	.00	.00	30.35 .00
9-1310-431-00-124-111-0-339	PCT.4-SANDY/FIRST-OTHER PROF SRV	18.18	.00	.00	.00	18.18 .00
9-1310-431-00-124-112-0-312	PCT.4-SANDY/SECOND-INDIRECT COST	950.47	.00	.00	.00	950.47 .00
9-1310-431-00-124-112-0-339	PCT.4-SANDY/SECOND-OTHER PROF SRV	838.72	.00	.00	.00	838.72 .00
9-1310-431-00-124-113-0-312	PCT.4-SEMINARY EST-INDIRECT COST	428.54	.00	.00	.00	428.54 .00

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<b>124 COMMISSIONER, PRECINCT 4</b>						
9-1310-431-00-124-113-0-334 PCT.4-SEMINARY EST-ENG&ARCH SRV	298.28	298.28	.00	.00	.00	100.00
9-1310-431-00-124-113-0-339 PCT.4-SEMINARY EST-OTHER PROF SRV	353.63	353.63	.00	.00	.00	100.00
9-1310-431-00-124-113-0-731 PCT.4-SEMINARY EST-ROADS	1,948.60	.00	.00	.00	1,948.60	.00
9-1310-431-00-124-114-0-312 PCT.4-SIMPATICO ACRES-INDIRECT COST	787.28	.00	.00	.00	787.28	.00
9-1310-431-00-124-114-0-339 PCT.4-SIMPATICO ACRES-OTHER PROF SRV	9.00	.00	.00	.00	9.00	.00
9-1310-431-00-124-115-0-312 PCT.4-SUMMERWOOD/ALBERTO-INDIRECT COST	94.73	.00	.00	.00	94.73	.00
9-1310-431-00-124-115-0-339 PCT.4-SUMMERWOOD/ALBERTO-OTHER PROF SRV	76.80	76.80	.00	.00	.00	100.00
9-1310-431-00-124-115-0-731 PCT.4-SUMMERWOOD/ALBERTO-ROADS	14.66	.00	.00	.00	14.66	.00
9-1310-431-00-124-116-0-312 PCT.4-SUMMERWOOD/BERMEA-INDIRECT COST	614.50	.00	.00	.00	614.50	.00
9-1310-431-00-124-116-0-339 PCT.4-SUMMERWOOD/BERMEA-OTHER PROF SRV	130.36	.00	.00	.00	130.36	.00
9-1310-431-00-124-116-0-731 PCT.4-SUMMERWOOD/BERMEA-ROADS	20.87	.00	.00	.00	20.87	.00
9-1310-431-00-124-117-0-312 PCT.4-TOWNE EAST-INDIRECT COST	629.22	.00	.00	.00	629.22	.00
9-1310-431-00-124-117-0-339 PCT.4-TOWNE EAST-OTHER PROF SRV	13.00	13.00	.00	.00	.00	100.00
9-1310-431-00-124-118-0-312 PCT.4-TROPICANA-INDIRECT COST	446.29	.00	.00	.00	446.29	.00
9-1310-431-00-124-459-0-312 PCT.4-RANCHO NUEVO/E BARRADA-INDIRECT CO	707.67	.00	.00	.00	707.67	.00
9-1310-431-00-124-459-0-339 PCT.4-RANCHO NUEVO/E BARRADA-OTHER PROF	474.47	448.79	.00	.00	25.68	94.59
9-1310-431-00-124-459-0-899 PCT.4-RANCHO NUEVO/E BARRADA-UNDIST	34.82	.00	.00	.00	34.82	.00
9-1310-431-00-124-460-0-334 PCT.4-RANCHO NUEVO/N BARRADA-ENG&ARCH SR	30.51	30.51	.00	.00	.00	100.00
9-1310-431-00-124-460-0-339 PCT.4-RANCHO NUEVO/N BARRADA-OTHER PROF	262.37	262.37	.00	.00	.00	100.00
<b>124 COMMISSIONER, PRECINCT 4</b>	<b>27,257.94</b>	<b>6,925.16</b>	<b>-795.13</b>	<b>-795.13</b>	<b>21,127.91</b>	<b>22.49</b>

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<b>121 COMMISSIONER, PRECINCT 1</b>						
9-1311-431-00-121-019-1-312	AGUA DULCE-INDIRECT COST	2.30	.00	2.30	2.30	.00 100.00
9-1311-431-00-121-019-1-334	AGUA DULCE-ENG & ARCH SRV	177.18	62.99	114.19	114.19	.00 100.00
9-1311-431-00-121-019-1-339	AGUA DULCE-OTHER PROF SRV	775.24	775.24	.00	.00	.00 100.00
9-1311-431-00-121-019-1-731	AGUA DULCE-ROADS	30,365.58	30,365.58	.00	.00	.00 100.00
9-1311-431-00-121-019-1-733	AGUA DULCE-DRAINAGE DITCHES	6,814.50	.00	838.80	838.80	5,975.70 12.31
9-1311-431-00-121-066-0-334	BAR #3-ENG & ARCH SRV	1,129.25	.00	1,129.25	1,129.25	.00 100.00
9-1311-431-00-121-071-1-312	BARBOSA LOPEZ #1-INDIRECT COST	2,198.13	.00	1,024.58	1,024.58	1,173.55 46.61
9-1311-431-00-121-071-1-334	BARBOSA LOPEZ #1-ENG & ARCH SRV	550.83	195.82	355.01	355.01	.00 100.00
9-1311-431-00-121-071-1-339	BARBOSA LOPEZ #1-OTHER PROF SRV	1,909.42	1,909.42	.00	.00	.00 100.00
9-1311-431-00-121-071-1-731	BARBOSA LOPEZ #1-ROADS	75,075.20	75,075.20	.00	.00	.00 100.00
9-1311-431-00-121-071-1-733	BARBOSA LOPEZ #1-DRAINAGE DITCHES	37,610.44	8,388.00	.00	.00	29,222.44 22.30
9-1311-431-00-121-103-1-312	BERNAL HEIGHTS #1-INDIRECT COST	2,191.81	.00	1,017.89	1,017.89	1,173.92 46.44
9-1311-431-00-121-103-1-334	BERNAL HEIGHTS #1-ENG & ARCH SRV	153.03	.00	153.03	153.03	.00 100.00
9-1311-431-00-121-103-1-339	BERNAL HEIGHTS #1-OTHER PROF SRV	779.62	779.62	.00	.00	.00 100.00
9-1311-431-00-121-103-1-731	BERNAL HEIGHTS #1-ROADS	19,752.99	.00	.00	.00	19,752.99 .00
9-1311-431-00-121-103-1-733	BERNAL HEIGHTS #1-DRAINAGE DITCHES	11,561.05	.00	.00	.00	11,561.05 .00
9-1311-431-00-121-105-1-312	BERNAL-INDIRECT COST	2,011.33	.00	1,029.51	1,029.51	981.82 51.19
9-1311-431-00-121-105-1-334	BERNAL-ENG & ARCH SRV	284.33	.00	284.33	284.33	.00 100.00
9-1311-431-00-121-105-1-339	BERNAL-OTHER PROF SRV	1,310.60	100.13	1,210.27	1,210.27	.20 99.98
9-1311-431-00-121-105-1-731	BERNAL-ROADS	654.64	.00	.00	.00	654.64 .00
9-1311-431-00-121-105-1-733	BERNAL-DRAINAGE DITCHES	3,176.56	.00	1,456.56	1,456.56	1,720.00 45.85
9-1311-431-00-121-105-1-734	BERNAL-SUBDIVISION STREETS	54,834.00	.00	54,834.00	54,834.00	.00 100.00
9-1311-431-00-121-132-0-339	CANA DE AZUCAR-OTHER PROF SRV	270.04	270.04	.00	.00	.00 100.00
9-1311-431-00-121-150-1-334	CHAPA III-ENG & ARCH SRV	105.24	31.79	57.64	57.64	15.81 84.98
9-1311-431-00-121-150-1-339	CHAPA III-OTHER PROF SRV	360.35	354.06	.00	.00	6.29 98.25
9-1311-431-00-121-150-1-733	CHAPA III-DRAINAGE DITCHES	1,335.49	.00	.00	.00	1,335.49 .00
9-1311-431-00-121-230-1-312	DIMAS #3-INDIRECT COST	3,206.40	.00	2,050.72	2,050.72	1,155.68 63.96
9-1311-431-00-121-230-1-334	DIMAS #3-ENG & ARCH SRV	287.70	102.28	185.42	185.42	.00 100.00
9-1311-431-00-121-230-1-339	DIMAS #3-OTHER PROF SRV	1,437.46	1,437.46	.00	.00	.00 100.00
9-1311-431-00-121-230-1-731	DIMAS #3-ROADS	53,732.25	.00	.00	.00	53,732.25 .00
9-1311-431-00-121-230-1-733	DIMAS #3-DRAINAGE DITCHES	6,641.07	.00	.00	.00	6,641.07 .00
9-1311-431-00-121-244-0-312	EL MESQUITE-INDIRECT COST	3,191.81	.00	2,036.06	2,036.06	1,155.75 63.79
9-1311-431-00-121-244-0-334	EL MESQUITE-ENG & ARCH SRV	393.25	139.80	253.45	253.45	.00 100.00
9-1311-431-00-121-244-0-339	EL MESQUITE-OTHER PROF SRV	1,794.82	1,794.82	.00	.00	.00 100.00
9-1311-431-00-121-244-0-731	EL MESQUITE-ROADS	51,163.91	.00	.00	.00	51,163.91 .00

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<b>121 COMMISSIONER, PRECINCT 1</b>						
9-1311-431-00-121-244-0-733	EL MESQUITE-DRAINAGE DITCHES	31,358.53	.00	.00	.00	31,358.53 .00
9-1311-431-00-121-245-1-312	EL MONTE-INDIRECT COST	2,192.43	.00	1,018.50	1,018.50	1,173.93 46.46
9-1311-431-00-121-245-1-334	EL MONTE-ENG & ARCH SRV	437.99	155.71	282.28	282.28	.00 100.00
9-1311-431-00-121-245-1-339	EL MONTE-OTHER PROF SRV	1,483.46	4.39	1,473.71	1,473.71	5.36 99.64
9-1311-431-00-121-245-1-731	EL MONTE-ROADS	85,252.50	.00	85,252.50	85,252.50	.00 100.00
9-1311-431-00-121-245-1-733	EL MONTE-DRAINAGE DITCHES	19,783.50	.00	19,783.50	19,783.50	.00 100.00
9-1311-431-00-121-318-1-312	HIGH LAND-INDIRECT COST	7.40	.00	7.40	7.40	.00 100.00
9-1311-431-00-121-318-1-334	HIGH LAND-ENG & ARCH SRV	422.14	.00	422.14	422.14	.00 100.00
9-1311-431-00-121-318-1-339	HIGH LAND-OTHER PROF SRV	816.05	404.41	370.59	370.59	41.05 94.97
9-1311-431-00-121-318-1-734	HIGH LAND-SUBDIVISION STREETS	2,722.80	.00	2,722.80	2,722.80	.00 100.00
9-1311-431-00-121-368-0-312	LA BLANCA HEIGHTS-INDIRECT COST	1,164.89	.00	.00	.00	1,164.89 .00
9-1311-431-00-121-391-0-312	LA PALMA S/D-INDIRECT COST	11.48	.00	11.48	11.48	.00 100.00
9-1311-431-00-121-391-0-334	LA PALMA S/D-ENG & ARCH SRV	666.14	236.81	429.33	429.33	.00 100.00
9-1311-431-00-121-391-0-339	LA PALMA S/D-OTHER PROF SRV	3,038.30	1,026.68	.00	.00	2,011.62 33.79
9-1311-431-00-121-391-0-731	LA PALMA S/D-ROADS	32,683.43	2,046.81	30,353.93	30,353.93	282.69 99.14
9-1311-431-00-121-391-0-733	LA PALMA S/D-DRAINAGE DITCHES	13,751.58	.00	.00	.00	13,751.58 .00
9-1311-431-00-121-391-0-734	LA PALMA S/D-SUBDIVISION STREETS	22,735.30	1,440.00	21,295.30	21,295.30	.00 100.00
9-1311-431-00-121-392-0-312	LA PALOMA #1-INDIRECT COST	925.92	.00	.00	.00	925.92 .00
9-1311-431-00-121-495-0-312	NORTH CAPISALLO-INDIRECT COST	2,486.66	.00	1,313.20	1,313.20	1,173.46 52.81
9-1311-431-00-121-495-0-334	NORTH CAPISALLO-ENG & ARCH SRV	260.70	92.70	168.00	168.00	.00 100.00
9-1311-431-00-121-495-0-339	NORTH CAPISALLO-OTHER PROF SRV	1,302.54	1,302.54	.00	.00	.00 100.00
9-1311-431-00-121-495-0-731	NORTH CAPISALLO-ROADS	44,859.48	.00	.00	.00	44,859.48 .00
9-1311-431-00-121-495-0-733	NORTH CAPISALLO-DRAINAGE DITCHES	9,847.20	.00	.00	.00	9,847.20 .00
9-1311-431-00-121-509-1-312	OLD REBEL HEIGHTS-INDIRECT COST	2,453.01	.00	.00	.00	2,453.01 .00
9-1311-431-00-121-509-1-334	OLD REBEL HEIGHTS-ENG & ARCH SRV	2,316.13	.00	.00	.00	2,316.13 .00
9-1311-431-00-121-509-1-339	OLD REBEL HEIGHTS-OTHER PROF SRV	981.38	981.38	.00	.00	.00 100.00
9-1311-431-00-121-571-0-312	PUESTA DEL SOL-INDIRECT COST	6,289.50	.00	5,168.21	5,168.21	1,121.29 82.17
9-1311-431-00-121-571-0-334	PUESTA DEL SOL-ENG & ARCH SRV	1,022.35	363.45	658.90	658.90	.00 100.00
9-1311-431-00-121-571-0-339	PUESTA DEL SOL-OTHER PROF SRV	5,108.00	5,108.00	.00	.00	.00 100.00
9-1311-431-00-121-571-0-731	PUESTA DEL SOL-ROADS	160,902.00	87,416.59	4,125.00	4,125.00	69,360.41 56.89
9-1311-431-00-121-571-0-733	PUESTA DEL SOL-DRAINAGE DITCHES	53,634.00	3,914.40	6,570.60	6,570.60	43,149.00 19.55
9-1311-431-00-121-575-0-312	RC BABB #1-INDIRECT COST	8.49	.00	.00	.00	8.49 .00
9-1311-431-00-121-576-0-312	RC BABB #2-INDIRECT COST	24.50	.00	.00	.00	24.50 .00
9-1311-431-00-121-577-0-312	RC BABB #3-INDIRECT COST	3.80	.00	.00	.00	3.80 .00
9-1311-431-00-121-631-0-312	ROSEDALE HEIGHTS-INDIRECT COST	2,107.73	.00	.00	.00	2,107.73 .00

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<b>121 COMMISSIONER, PRECINCT 1</b>						
9-1311-431-00-121-631-0-334	ROSEDALE HEIGHTS-ENG & ARCH SRV	2,631.69	.00	.00	.00	2,631.69 .00
9-1311-431-00-121-631-0-731	ROSEDALE HEIGHTS-ROADS	4,030.05	.00	.00	.00	4,030.05 .00
9-1311-431-00-121-865-1-312	DIMAS #1-INDIRECT COST	2,199.99	.00	1,025.97	1,025.97	1,174.02 46.64
9-1311-431-00-121-865-1-334	DIMAS #1-ENG & ARCH SRV	277.24	98.56	178.68	178.68	.00 100.00
9-1311-431-00-121-865-1-339	DIMAS #1-OTHER PROF SRV	1,298.84	10.46	1,288.38	1,288.38	.00 100.00
9-1311-431-00-121-865-1-731	DIMAS #1-ROADS	43,575.25	.00	43,575.25	43,575.25	.00 100.00
9-1311-431-00-121-865-1-733	DIMAS #1-DRAINAGE DITCHES	14,655.05	8,039.05	6,616.00	6,616.00	.00 100.00
9-1311-431-00-121-897-1-312	MEL GRAY-INDIRECT COST	3,197.57	.00	.00	.00	3,197.57 .00
9-1311-431-00-121-897-1-334	MEL GRAY-ENG & ARCH SRV	3,847.86	.00	.00	.00	3,847.86 .00
9-1311-431-00-121-897-1-339	MEL GRAY-OTHER PROF SRV	8,881.81	.00	6,583.00	6,583.00	2,298.81 74.12
9-1311-431-00-121-897-1-731	MEL GRAY-ROADS	2,257.77	.00	.00	.00	2,257.77 .00
<b>121 COMMISSIONER, PRECINCT 1</b>		<b>977,152.25</b>	<b>234,424.19</b>	<b>308,727.66</b>	<b>308,727.66</b>	<b>434,000.40 55.59</b>
<b>122 COMMISSIONER, PRECINCT 2</b>						
9-1311-431-00-122-199-1-312	COUNTRY LIVING ESTATES-INDIRECT COST	4,636.90	.00	.00	.00	4,636.90 .00
9-1311-431-00-122-199-1-339	COUNTRY LIVING ESTATES-OTHER PROF SRV	2,054.70	.00	.00	.00	2,054.70 .00
9-1311-431-00-122-199-1-733	COUNTRY LIVING ESTATES-DRAINAGE DITCHES	33,350.75	.00	.00	.00	33,350.75 .00
9-1311-431-00-122-199-1-841	COUNTRY LIVING ESTATES-AID TO GOVT AGENCY	21,388.88	.00	.00	.00	21,388.88 .00
9-1311-431-00-122-240-1-312	EL CHARRO #2-INDIRECT COST	1,895.42	.00	1,425.56	1,425.56	469.86 75.21
9-1311-431-00-122-240-1-334	EL CHARRO #2-ENG & ARCH SRV	8,855.10	8,855.10	.00	.00	.00 100.00
9-1311-431-00-122-240-1-339	EL CHARRO #2-OTHER PROF SRV	5,292.75	5,292.75	.00	.00	.00 100.00
9-1311-431-00-122-240-1-731	EL CHARRO #2-ROADS	186,676.24	109,462.14	.00	.00	77,214.10 58.64
9-1311-431-00-122-240-1-733	EL CHARRO #2-DRAINAGE DITCHES	196,300.50	127,886.50	66,414.00	66,414.00	2,000.00 98.98
9-1311-431-00-122-252-0-312	ELDORA GARDENS-INDIRECT COST	1,890.87	.00	1,419.35	1,419.35	471.52 75.06
9-1311-431-00-122-252-0-334	ELDORA GARDENS-ENG & ARCH SRV	1,354.80	1,354.80	.00	.00	.00 100.00
9-1311-431-00-122-252-0-339	ELDORA GARDENS-OTHER PROF SRV	1,636.42	102.17	.00	.00	1,534.25 6.24
9-1311-431-00-122-252-0-733	ELDORA GARDENS-DRAINAGE DITCHES	83,358.41	8,439.41	72,653.25	72,653.25	2,265.75 97.28
9-1311-431-00-122-252-0-841	ELDORA GARDENS-AID TO GOVT AGENCY	32,549.59	.00	32,549.59	32,549.59	.00 100.00
9-1311-431-00-122-253-0-334	SANTANA SUBD/ELDORA RD-ENG & ARCH SRV	5,709.92	.00	.00	.00	5,709.92 .00
9-1311-431-00-122-253-0-339	SANTANA SUBD/ELDORA RD-OTHER PROF SRV	2,962.24	.00	.00	.00	2,962.24 .00
9-1311-431-00-122-253-0-733	SANTANA SUBD/ELDORA RD-DRAINAGE DITCHES	2,784.21	.00	.00	.00	2,784.21 .00
9-1311-431-00-122-253-0-841	SANTANA SUBD/ELDORA RD-AID 2 GOVT AGENCY	24,016.43	23,873.43	-94.48	-94.48	237.48 99.01
9-1311-431-00-122-365-0-312	LJ #1-INDIRECT COST	5,908.26	.00	.00	.00	5,908.26 .00
9-1311-431-00-122-365-0-339	LJ #1-OTHER PROF SRV	10.03	.00	.00	.00	10.03 .00
9-1311-431-00-122-406-1-312	LAS BRISAS-INDIRECT COST	2.58	.00	2.58	2.58	.00 100.00
9-1311-431-00-122-406-1-334	LAS BRISAS-ENG & ARCH SRV	57,982.80	.00	.00	.00	57,982.80 .00



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<u>Account No/Description</u>	<u>Adjusted Budget</u>	<u>Y-T-D Encumb</u>	<u>Period Expended</u>	<u>Y-T-D Expended</u>	<u>Available Balance</u>	<u>Percent Used</u>
<b>122 COMMISSIONER, PRECINCT 2</b>						
9-1311-431-00-122-406-1-339	LAS BRISAS-OTHER PROF SRV	11,596.56	.00	.00	.00	11,596.56 .00
9-1311-431-00-122-406-1-731	LAS BRISAS-ROADS	370,162.20	.00	.00	.00	370,162.20 .00
9-1311-431-00-122-406-1-733	LAS BRISAS-DRAINAGE DITCHES	116,893.32	.00	.00	.00	116,893.32 .00
9-1311-431-00-122-412-0-312	LAS HACIENDAS-INDIRECT COST	1.17	.00	.00	.00	1.17 .00
9-1311-431-00-122-412-0-334	LAS HACIENDAS-ENG & ARCH SRV	1,699.83	.00	1,699.83	1,699.83	.00 100.00
9-1311-431-00-122-412-0-339	LAS HACIENDAS-OTHER PROF SRV	67.64	67.64	.00	.00	.00 100.00
9-1311-431-00-122-484-1-312	MORNING SUN-INDIRECT COST	1,890.91	.00	1,419.39	1,419.39	471.52 75.06
9-1311-431-00-122-484-1-334	MORNING SUN-ENG & ARCH SRV	2,110.80	2,110.80	.00	.00	.00 100.00
9-1311-431-00-122-484-1-339	MORNING SUN-OTHER PROF SRV	1,285.25	1,285.25	.00	.00	.00 100.00
9-1311-431-00-122-484-1-733	MORNING SUN-DRAINAGE DITCHES	29,255.69	.00	.00	.00	29,255.69 .00
9-1311-431-00-122-484-1-841	MORNING SUN-AID TO GOVT AGENCY	58,397.91	.00	.00	.00	58,397.91 .00
9-1311-431-00-122-494-1-312	NORTH ALAMO VILLAGE-INDIRECT COST	3,103.82	.00	605.77	605.77	2,498.05 19.52
9-1311-431-00-122-494-1-339	NORTH ALAMO VILLAGE-OTHER PROF SRV	1,490.29	1,226.59	263.70	263.70	.00 100.00
9-1311-431-00-122-494-1-733	NORTH ALAMO VILLAGE-DRAINAGE DITCHES	12,166.12	.00	.00	.00	12,166.12 .00
9-1311-431-00-122-503-1-312	NORTHSIDE VILLAGE #2-INDIRECT COST	5.12	.00	.00	.00	5.12 .00
9-1311-431-00-122-503-1-339	NORTHSIDE VILLAGE #2-OTHER PROF SRV	1,054.86	32.39	.00	.00	1,022.47 3.07
9-1311-431-00-122-503-1-733	NORTHSIDE VILLAGE #2-DRAINAGE DITCHES	4,614.84	4,614.84	.00	.00	.00 100.00
9-1311-431-00-122-503-1-734	NORTHSIDE VILLAGE #2-SUBDIVISION STREETS	4,478.66	4,478.66	.00	.00	.00 100.00
9-1311-431-00-122-557-1-312	PENTECOSTAL-INDIRECT COST	.73	.00	.73	.73	.00 100.00
9-1311-431-00-122-557-1-334	PENTECOSTAL-ENG & ARCH SRV	1,881.50	1,881.50	.00	.00	.00 100.00
9-1311-431-00-122-557-1-339	PENTECOSTAL-OTHER PROF SRV	1,220.95	1,220.95	.00	.00	.00 100.00
9-1311-431-00-122-557-1-731	PENTECOSTAL-ROADS	60,847.71	.00	.00	.00	60,847.71 .00
9-1311-431-00-122-557-1-733	PENTECOSTAL-DRAINAGE DITCHES	18,175.29	.00	.00	.00	18,175.29 .00
9-1311-431-00-122-568-0-312	PRIMAVERA I-INDIRECT COST	3,765.07	.00	.00	.00	3,765.07 .00
9-1311-431-00-122-568-0-339	PRIMAVERA I-OTHER PROF SRV	813.09	.00	813.09	813.09	.00 100.00
9-1311-431-00-122-580-1-312	RSW UNIT # 1-INDIRECT COST	1,894.03	.00	1,426.16	1,426.16	467.87 75.30
9-1311-431-00-122-580-1-334	RSW UNIT # 1-ENG & ARCH SRV	3,536.68	3,536.68	.00	.00	.00 100.00
9-1311-431-00-122-580-1-841	RSW UNIT # 1-AID TO GOVT AGENCY	150,004.63	25,464.55	85,135.53	85,135.53	39,404.55 73.73
9-1311-431-00-122-596-0-334	RANCHO ESCONDIDO-ENG & ARCH SRV	4,829.44	.00	.00	.00	4,829.44 .00
9-1311-431-00-122-596-0-339	RANCHO ESCONDIDO-OTHER PROF SRV	3,701.40	.00	.00	.00	3,701.40 .00
9-1311-431-00-122-605-1-312	RED BARN-INDIRECT COST	1,890.92	.00	1,419.39	1,419.39	471.53 75.06
9-1311-431-00-122-605-1-334	RED BARN-ENG & ARCH SRV	2,126.04	1,063.02	1,063.02	1,063.02	.00 100.00
9-1311-431-00-122-605-1-339	RED BARN-OTHER PROF SRV	429.74	429.74	.00	.00	.00 100.00
9-1311-431-00-122-605-1-733	RED BARN-DRAINAGE DITCHES	16,997.10	43.20	16,303.90	16,303.90	650.00 96.18
9-1311-431-00-122-605-1-841	RED BARN-AID TO GOVT AGENCY	26,649.74	1,730.40	23,423.94	23,423.94	1,495.40 94.39

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<u>Account No/Description</u>	<u>Adjusted Budget</u>	<u>Y-T-D Encumb</u>	<u>Period Expended</u>	<u>Y-T-D Expended</u>	<u>Available Balance</u>	<u>Percent Used</u>
<b>122 COMMISSIONER, PRECINCT 2</b>						
9-1311-431-00-122-620-0-312	ROADRUNNER #2-INDIRECT COST	5,596.85	.00	.00	.00	5,596.85 .00
9-1311-431-00-122-620-0-334	ROADRUNNER #2-ENG & ARCH SRV	6,839.36	.00	6,839.36	6,839.36	.00 100.00
9-1311-431-00-122-620-0-339	ROADRUNNER #2-OTHER PROF SRV	5,581.85	891.46	4,690.39	4,690.39	.00 100.00
9-1311-431-00-122-620-0-734	ROADRUNNER #2-SUBDIVISION STREETS	57,327.86	.00	.00	.00	57,327.86 .00
9-1311-431-00-122-683-0-312	SOUTH FORK ESTATES-INDIRECT COST	6,871.60	.00	.00	.00	6,871.60 .00
9-1311-431-00-122-683-0-339	SOUTH FORK ESTATES-OTHER PROF SRV	1,381.48	847.37	534.11	534.11	.00 100.00
9-1311-431-00-122-693-0-334	SOUTH SIDE VILLAGE-ENG & ARCH SRV	903.70	903.70	.00	.00	.00 100.00
9-1311-431-00-122-693-0-339	SOUTH SIDE VILLAGE-OTHER PROF SRV	1.45	1.45	.00	.00	.00 100.00
9-1311-431-00-122-693-0-731	SOUTH SIDE VILLAGE-ROADS	37,955.40	.00	.00	.00	37,955.40 .00
9-1311-431-00-122-740-0-312	TINY ACRES-INDIRECT COST	1,890.91	.00	1,419.39	1,419.39	471.52 75.06
9-1311-431-00-122-740-0-334	TINY ACRES-ENG & ARCH SRV	1,664.10	1,664.10	.00	.00	.00 100.00
9-1311-431-00-122-740-0-339	TINY ACRES-OTHER PROF SRV	4,114.38	4,114.38	.00	.00	.00 100.00
9-1311-431-00-122-740-0-731	TINY ACRES-ROADS	53,118.07	.00	.00	.00	53,118.07 .00
9-1311-431-00-122-740-0-733	TINY ACRES-DRAINAGE DITCHES	15,774.13	15,135.00	.00	.00	639.13 95.95
9-1311-431-00-122-767-1-312	VAL BAR ESTATES-INDIRECT COST	1,897.31	.00	1,431.10	1,431.10	466.21 75.43
9-1311-431-00-122-767-1-334	VAL BAR ESTATES-ENG & ARCH SRV	1,475.60	1,475.60	.00	.00	.00 100.00
9-1311-431-00-122-767-1-339	VAL BAR ESTATES-OTHER PROF SRV	859.66	859.66	.00	.00	.00 100.00
9-1311-431-00-122-767-1-731	VAL BAR ESTATES-ROADS	40,283.88	.00	.00	.00	40,283.88 .00
9-1311-431-00-122-767-1-733	VAL BAR ESTATES-DRAINAGE DITCHES	20,691.32	.00	.00	.00	20,691.32 .00
<b>122 COMMISSIONER, PRECINCT 2</b>		<b>1,863,885.76</b>	<b>360,345.23</b>	<b>322,858.65</b>	<b>322,858.65</b>	<b>1,180,681.88 36.65</b>
<b>123 COMMISSIONER, PRECINCT 3</b>						
9-1311-431-00-123-014-1-312	ACEVEDO S/D #4-INDIRECT COST	5,122.81	.00	2,102.42	2,102.42	3,020.39 41.04
9-1311-431-00-123-014-1-334	ACEVEDO S/D #4-ENG & ARCH SRV	18,591.20	4,379.10	8,758.20	8,758.20	5,453.90 70.66
9-1311-431-00-123-014-1-339	ACEVEDO S/D #4-OTHER PROF SRV	4,683.16	4,683.16	.00	.00	.00 100.00
9-1311-431-00-123-014-1-731	ACEVEDO S/D #4-ROADS	149,327.72	.00	.00	.00	149,327.72 .00
9-1311-431-00-123-014-1-733	ACEVEDO S/D #4-DRAINAGE DITCHES	80,407.24	.00	.00	.00	80,407.24 .00
9-1311-431-00-123-015-0-312	ACOSTA S/D-INDIRECT COST	2,144.05	.00	916.43	916.43	1,227.62 42.74
9-1311-431-00-123-015-0-334	ACOSTA S/D-ENG & ARCH SRV	7,819.90	5,525.86	.00	.00	2,294.04 70.66
9-1311-431-00-123-015-0-339	ACOSTA S/D-OTHER PROF SRV	2,300.76	2,300.76	.00	.00	.00 100.00
9-1311-431-00-123-015-0-731	ACOSTA S/D-ROADS	72,473.94	.00	.00	.00	72,473.94 .00
9-1311-431-00-123-015-0-733	ACOSTA S/D-DRAINAGE DITCHES	24,157.98	.00	.00	.00	24,157.98 .00
9-1311-431-00-123-042-0-312	AMBER LAND S/D-INDIRECT COST	646.05	.00	201.87	201.87	444.18 31.25
9-1311-431-00-123-042-0-334	AMBER LAND S/D-ENG & ARCH SRV	329.26	.00	329.26	329.26	.00 100.00
9-1311-431-00-123-042-0-339	AMBER LAND S/D-OTHER PROF SRV	2,525.12	.00	2,525.12	2,525.12	.00 100.00
9-1311-431-00-123-042-0-733	AMBER LAND S/D-DRAINAGE DITCHES	16,910.00	.00	10,355.00	10,355.00	6,555.00 61.24
		67,195.60	.00	67,195.60	67,195.60	.00

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<b>123 COMMISSIONER, PRECINCT 3</b>						
9-1311-431-00-123-042-0-734						100.00
9-1311-431-00-123-072-0-312	995.68	.00	459.33	459.33	536.35	46.13
9-1311-431-00-123-072-0-334	893.34	.00	432.69	432.69	460.65	48.44
9-1311-431-00-123-072-0-339	1,383.03	.00	1,383.03	1,383.03	.00	100.00
9-1311-431-00-123-072-0-733	11,183.00	.00	11,183.00	11,183.00	.00	100.00
9-1311-431-00-123-072-0-734	36,772.64	.00	36,772.64	36,772.64	.00	100.00
9-1311-431-00-123-141-0-312	11,633.09	.00	481.98	481.98	11,151.11	4.14
9-1311-431-00-123-141-0-334	10,112.25	.00	1,970.65	1,970.65	8,141.60	19.49
9-1311-431-00-123-141-0-339	9,510.92	9,510.92	.00	.00	.00	100.00
9-1311-431-00-123-141-0-733	86,474.34	.00	8,930.00	8,930.00	77,544.34	10.33
9-1311-431-00-123-152-1-312	2,602.05	.00	124.31	124.31	2,477.74	4.78
9-1311-431-00-123-152-1-334	2,028.80	571.57	.00	.00	1,457.23	28.17
9-1311-431-00-123-152-1-339	1,874.62	845.96	1,028.66	1,028.66	.00	100.00
9-1311-431-00-123-152-1-733	20,282.40	.00	.00	.00	20,282.40	.00
9-1311-431-00-123-247-0-312	10,735.27	.00	.00	.00	10,735.27	.00
9-1311-431-00-123-247-0-334	4,674.00	.00	.00	.00	4,674.00	.00
9-1311-431-00-123-247-0-339	6,009.10	6,009.10	.00	.00	.00	100.00
9-1311-431-00-123-247-0-733	26,494.79	.00	.00	.00	26,494.79	.00
9-1311-431-00-123-250-0-312	5,736.96	.00	377.03	377.03	5,359.93	6.57
9-1311-431-00-123-250-0-334	5,604.07	.00	1,216.19	1,216.19	4,387.88	21.70
9-1311-431-00-123-250-0-339	1,914.33	652.70	1,261.63	1,261.63	.00	100.00
9-1311-431-00-123-250-0-734	52,877.50	.00	52,877.50	52,877.50	.00	100.00
9-1311-431-00-123-251-0-312	7,192.86	.00	497.24	497.24	6,695.62	6.91
9-1311-431-00-123-251-0-334	3,436.91	.00	3,051.57	3,051.57	385.34	88.79
9-1311-431-00-123-251-0-339	6,870.41	4,201.80	2,668.61	2,668.61	.00	100.00
9-1311-431-00-123-251-0-733	44,955.00	.00	44,955.00	44,955.00	.00	100.00
9-1311-431-00-123-251-0-734	72,247.62	.00	72,247.62	72,247.62	.00	100.00
9-1311-431-00-123-267-1-312	2,158.18	.00	922.14	922.14	1,236.04	42.73
9-1311-431-00-123-267-1-334	463.57	.00	463.57	463.57	.00	100.00
9-1311-431-00-123-267-1-339	2,316.16	1,690.02	626.14	626.14	.00	100.00
9-1311-431-00-123-267-1-733	15,777.00	.00	15,777.00	15,777.00	.00	100.00
9-1311-431-00-123-267-1-734	23,686.88	.00	23,686.88	23,686.88	.00	100.00
9-1311-431-00-123-312-0-312	2,192.18	.00	936.81	936.81	1,255.37	42.73
9-1311-431-00-123-312-0-334	4,232.29	1,884.85	.00	.00	2,347.44	44.53
9-1311-431-00-123-312-0-339	2,354.34	2,354.34	.00	.00	.00	100.00

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<u>Account No/Description</u>	<u>Adjusted Budget</u>	<u>Y-T-D Encumb</u>	<u>Period Expended</u>	<u>Y-T-D Expended</u>	<u>Available Balance</u>	<u>Percent Used</u>
<b>123 COMMISSIONER, PRECINCT 3</b>						
9-1311-431-00-123-312-0-731	HAVANA S/D-ROADS	59,329.37	.00	.00	.00	59,329.37 .00
9-1311-431-00-123-312-0-733	HAVANA S/D-DRAINAGE DITCHES	39,552.91	.00	.00	.00	39,552.91 .00
9-1311-431-00-123-322-1-312	HILDA S/D-INDIRECT COST	7,665.16	.00	.00	.00	7,665.16 .00
9-1311-431-00-123-322-1-339	HILDA S/D-OTHER PROF SRV	1,600.89	1,600.89	.00	.00	.00 100.00
9-1311-431-00-123-325-1-312	HILDA S/D #3-INDIRECT COST	1,213.94	.00	524.03	524.03	689.91 43.17
9-1311-431-00-123-325-1-334	HILDA S/D #3-ENG & ARCH SRV	1,915.35	1,163.91	.00	.00	751.44 60.77
9-1311-431-00-123-325-1-339	HILDA S/D #3-OTHER PROF SRV	1,127.82	1,127.82	.00	.00	.00 100.00
9-1311-431-00-123-325-1-731	HILDA S/D #3-ROADS	32,565.88	.00	.00	.00	32,565.88 .00
9-1311-431-00-123-325-1-733	HILDA S/D #3-DRAINAGE DITCHES	22,630.52	.00	.00	.00	22,630.52 .00
9-1311-431-00-123-350-0-312	JESSAN S/D-INDIRECT COST	682.01	.00	380.39	380.39	301.62 55.77
9-1311-431-00-123-350-0-334	JESSAN S/D-ENG & ARCH SRV	466.24	172.04	.00	.00	294.20 36.90
9-1311-431-00-123-350-0-339	JESSAN S/D-OTHER PROF SRV	1,904.70	747.00	1,157.70	1,157.70	.00 100.00
9-1311-431-00-123-350-0-731	JESSAN S/D-ROADS	25,366.30	.00	.00	.00	25,366.30 .00
9-1311-431-00-123-350-0-733	JESSAN S/D-DRAINAGE DITCHES	13,544.00	.00	.00	.00	13,544.00 .00
9-1311-431-00-123-384-1-312	LA HOMA RD N S/D-INDIRECT COST	9,666.49	.00	.00	.00	9,666.49 .00
9-1311-431-00-123-384-1-334	LA HOMA RD N S/D-ENG & ARCH SRV	7,536.24	.00	.00	.00	7,536.24 .00
9-1311-431-00-123-384-1-339	LA HOMA RD N S/D-OTHER PROF SRV	6,057.58	6,057.58	.00	.00	.00 100.00
9-1311-431-00-123-384-1-733	LA HOMA RD N S/D-DRAINAGE DITCHES	10,488.50	.00	.00	.00	10,488.50 .00
9-1311-431-00-123-384-1-734	LA HOMA RD N S/D-SUBDIVISION STREETS	7,373.00	7,373.00	.00	.00	.00 100.00
9-1311-431-00-123-385-1-312	LA HOMA RD S S/D-INDIRECT COST	2,579.94	.00	1,102.81	1,102.81	1,477.13 42.75
9-1311-431-00-123-385-1-334	LA HOMA RD S S/D-ENG & ARCH SRV	31,541.56	2,294.60	4,589.20	4,589.20	24,657.76 21.82
9-1311-431-00-123-385-1-339	LA HOMA RD S S/D-OTHER PROF SRV	1,672.18	1,672.18	.00	.00	.00 100.00
9-1311-431-00-123-385-1-731	LA HOMA RD S S/D-ROADS	46,181.16	.00	.00	.00	46,181.16 .00
9-1311-431-00-123-385-1-733	LA HOMA RD S S/D-DRAINAGE DITCHES	47,596.08	.00	.00	.00	47,596.08 .00
9-1311-431-00-123-427-1-312	LOS EBANOS S/D-INDIRECT COST	1,542.06	.00	661.41	661.41	880.65 42.89
9-1311-431-00-123-427-1-334	LOS EBANOS S/D-ENG & ARCH SRV	5,628.74	4,036.90	.00	.00	1,591.84 71.72
9-1311-431-00-123-427-1-339	LOS EBANOS S/D-OTHER PROF SRV	1,664.00	1,664.00	.00	.00	.00 100.00
9-1311-431-00-123-427-1-731	LOS EBANOS S/D-ROADS	41,233.92	.00	.00	.00	41,233.92 .00
9-1311-431-00-123-427-1-733	LOS EBANOS S/D-DRAINAGE DITCHES	28,654.08	.00	.00	.00	28,654.08 .00
9-1311-431-00-123-488-1-312	MUNOZ ESTATES-INDIRECT COST	3,442.35	.00	1,470.60	1,470.60	1,971.75 42.72
9-1311-431-00-123-488-1-334	MUNOZ ESTATES-ENG & ARCH SRV	6,622.70	2,949.37	.00	.00	3,673.33 44.53
9-1311-431-00-123-488-1-339	MUNOZ ESTATES-OTHER PROF SRV	3,684.04	3,684.04	.00	.00	.00 100.00
9-1311-431-00-123-488-1-731	MUNOZ ESTATES-ROADS	102,121.59	.00	.00	.00	102,121.59 .00
9-1311-431-00-123-488-1-733	MUNOZ ESTATES-DRAINAGE DITCHES	52,608.09	.00	.00	.00	52,608.09 .00
9-1311-431-00-123-498-1-312	NORTH CROSS ESTATES-INDIRECT COST	921.48	.00	.00	.00	921.48 .00

For 01/01/09 - 01/31/10

Expenditure Summary Report

FJEXS01A

Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

<u>Account No/Description</u>	<u>Adjusted Budget</u>	<u>Y-T-D Encumb</u>	<u>Period Expended</u>	<u>Y-T-D Expended</u>	<u>Available Balance</u>	<u>Percent Used</u>
<b>123 COMMISSIONER, PRECINCT 3</b>						
9-1311-431-00-123-498-1-334	NORTH CROSS ESTATES-ENG & ARCH SRV	560.89	.00	560.89	560.89	.00 100.00
9-1311-431-00-123-498-1-339	NORTH CROSS ESTATES-OTHER PROF SRV	986.07	986.07	.00	.00	.00 100.00
9-1311-431-00-123-784-1-312	VILLA CAPRI S/D-INDIRECT COST	750.36	.00	32.92	32.92	717.44 4.39
9-1311-431-00-123-784-1-334	VILLA CAPRI S/D-ENG & ARCH SRV	409.14	.00	409.14	409.14	.00 100.00
9-1311-431-00-123-784-1-339	VILLA CAPRI S/D-OTHER PROF SRV	2,056.45	.00	2,056.45	2,056.45	.00 100.00
9-1311-431-00-123-784-1-733	VILLA CAPRI S/D-DRAINAGE DITCHES	17,392.29	.00	17,392.29	17,392.29	.00 100.00
9-1311-431-00-123-784-1-734	VILLA CAPRI S/D-SUBDIVISION STREETS	41,100.00	.00	41,100.00	41,100.00	.00 100.00
9-1311-431-00-123-837-0-312	WALTON S/D-INDIRECT COST	944.37	.00	.00	.00	944.37 .00
9-1311-431-00-123-837-0-334	WALTON S/D-ENG & ARCH SRV	284.90	.00	284.90	284.90	.00 100.00
9-1311-431-00-123-837-0-339	WALTON S/D-OTHER PROF SRV	1,958.12	.00	1,958.12	1,958.12	.00 100.00
9-1311-431-00-123-911-0-312	RESUB PLAT JIMENEZ S/D-INDIRECT COST	1,403.73	.00	600.26	600.26	803.47 42.76
9-1311-431-00-123-911-0-334	RESUB PLAT JIMENEZ S/D-ENG & ARCH SRV	1,286.29	1,286.29	.00	.00	.00 100.00
9-1311-431-00-123-911-0-339	RESUB PLAT JIMENEZ S/D-OTHER PROF SRV	2,671.70	1,514.00	1,157.70	1,157.70	.00 100.00
9-1311-431-00-123-911-0-731	RESUB PLAT JIMENEZ S/D-ROADS	48,806.37	.00	.00	.00	48,806.37 .00
9-1311-431-00-123-911-0-733	RESUB PLAT JIMENEZ S/D-DRAINAGE DITCHES	22,872.55	.00	.00	.00	22,872.55 .00
<b>123 COMMISSIONER, PRECINCT 3</b>		<b>1,724,174.47</b>	<b>82,939.83</b>	<b>452,153.93</b>	<b>452,153.93</b>	<b>1,189,080.71 31.03</b>
<b>124 COMMISSIONER, PRECINCT 4</b>						
9-1311-431-00-124-070-0-312	BAR VI-INDIRECT COST	4,262.60	.00	.00	.00	4,262.60 .00
9-1311-431-00-124-070-0-334	BAR VI-ENG & ARCH SRV	2,894.20	750.00	.00	.00	2,144.20 25.91
9-1311-431-00-124-070-0-339	BAR VI-OTHER PROF SRV	384.17	376.87	.00	.00	7.30 98.10
9-1311-431-00-124-128-0-334	CALMA ESTATES-ENG & ARCH SRV	335.00	335.00	.00	.00	.00 100.00
9-1311-431-00-124-128-0-339	CALMA ESTATES-OTHER PROF SRV	438.64	438.64	.00	.00	.00 100.00
9-1311-431-00-124-129-0-334	CALMA ESTATES #2-ENG & ARCH SRV	477.50	477.50	.00	.00	.00 100.00
9-1311-431-00-124-129-0-339	CALMA ESTATES #2-OTHER PROF SRV	748.85	748.85	.00	.00	.00 100.00
9-1311-431-00-124-129-0-731	CALMA ESTATES #2-ROADS	12,484.72	.00	.00	.00	12,484.72 .00
9-1311-431-00-124-130-0-312	CALMA ESTATES #3-INDIRECT COST	1,021.26	.00	.00	.00	1,021.26 .00
9-1311-431-00-124-130-0-334	CALMA ESTATES #3-ENG & ARCH SRV	1,252.90	305.00	.00	.00	947.90 24.34
9-1311-431-00-124-130-0-339	CALMA ESTATES #3-OTHER PROF SRV	744.68	286.67	.00	.00	458.01 38.50
9-1311-431-00-124-130-0-731	CALMA ESTATES #3-ROADS	27,210.61	.00	.00	.00	27,210.61 .00
9-1311-431-00-124-130-0-733	CALMA ESTATES #3-DRAINAGE DITCHES	4,065.95	.00	.00	.00	4,065.95 .00
9-1311-431-00-124-155-0-334	CITRUS CITY LAKE-ENG & ARCH SRV	1,591.50	.00	.00	.00	1,591.50 .00
9-1311-431-00-124-155-0-339	CITRUS CITY LAKE-OTHER PROF SRV	138.90	.00	.00	.00	138.90 .00
9-1311-431-00-124-167-0-312	COLONIA BIG 5-INDIRECT COST	18,940.43	.00	.00	.00	18,940.43 .00
9-1311-431-00-124-167-0-334	COLONIA BIG 5-ENG & ARCH SRV	3,545.04	.00	.00	.00	3,545.04 .00
9-1311-431-00-124-167-0-339	COLONIA BIG 5-OTHER PROF SRV	6,133.62	6,097.32	.00	.00	36.30 99.41

For 01/01/09 - 01/31/10

Expenditure Summary Report

FJEXS01A

Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

<u>Account No/Description</u>	<u>Adjusted Budget</u>	<u>Y-T-D Encumb</u>	<u>Period Expended</u>	<u>Y-T-D Expended</u>	<u>Available Balance</u>	<u>Percent Used</u>
<b>124 COMMISSIONER, PRECINCT 4</b>						
9-1311-431-00-124-167-0-733	COLONIA BIG 5-DRAINAGE DITCHES	9,116.00	.00	.00	.00	9,116.00 .00
9-1311-431-00-124-363-1-312	L & R GARZA-INDIRECT COST	994.99	.00	425.20	425.20	569.79 42.73
9-1311-431-00-124-363-1-334	L & R GARZA-ENG & ARCH SRV	1,805.25	831.25	.00	.00	974.00 46.05
9-1311-431-00-124-363-1-339	L & R GARZA-OTHER PROF SRV	622.29	602.29	.00	.00	20.00 96.79
9-1311-431-00-124-363-1-731	L & R GARZA-ROADS	34,148.02	.00	.00	.00	34,148.02 .00
9-1311-431-00-124-363-1-733	L & R GARZA-DRAINAGE DITCHES	10,763.58	.00	.00	.00	10,763.58 .00
9-1311-431-00-124-482-0-312	MORNING SIDE ESTATES-INDIRECT COST	1,068.21	.00	.00	.00	1,068.21 .00
9-1311-431-00-124-482-0-334	MORNING SIDE ESTATES-ENG & ARCH SRV	263.10	.00	.00	.00	263.10 .00
9-1311-431-00-124-482-0-339	MORNING SIDE ESTATES-OTHER PROF SRV	288.61	11.60	.00	.00	277.01 4.02
9-1311-431-00-124-482-0-731	MORNING SIDE ESTATES-ROADS	1,774.14	.00	.00	.00	1,774.14 .00
9-1311-431-00-124-541-0-312	PALMA S/D #1-INDIRECT COST	2,217.69	.00	1,001.72	1,001.72	1,215.97 45.17
9-1311-431-00-124-541-0-334	PALMA S/D #1-ENG & ARCH SRV	4,011.25	1,857.25	.00	.00	2,154.00 46.30
9-1311-431-00-124-541-0-339	PALMA S/D #1-OTHER PROF SRV	1,516.73	1,516.73	.00	.00	.00 100.00
9-1311-431-00-124-541-0-731	PALMA S/D #1-ROADS	73,148.63	.00	.00	.00	73,148.63 .00
9-1311-431-00-124-541-0-733	PALMA S/D #1-DRAINAGE DITCHES	27,054.97	.00	.00	.00	27,054.97 .00
9-1311-431-00-124-543-0-312	PALMA S/D #2-INDIRECT COST	2,119.15	.00	903.44	903.44	1,215.71 42.63
9-1311-431-00-124-543-0-334	PALMA S/D #2-ENG & ARCH SRV	3,839.15	1,771.75	.00	.00	2,067.40 46.15
9-1311-431-00-124-543-0-339	PALMA S/D #2-OTHER PROF SRV	1,413.21	1,413.21	.00	.00	.00 100.00
9-1311-431-00-124-543-0-731	PALMA S/D #2-ROADS	71,772.12	.00	.00	.00	71,772.12 .00
9-1311-431-00-124-543-0-733	PALMA S/D #2-DRAINAGE DITCHES	23,924.04	.00	.00	.00	23,924.04 .00
9-1311-431-00-124-585-1-312	RAMBO ESTATES-INDIRECT COST	1,069.26	.00	461.96	461.96	607.30 43.20
9-1311-431-00-124-585-1-334	RAMBO ESTATES-ENG & ARCH SRV	1,937.10	893.00	.00	.00	1,044.10 46.10
9-1311-431-00-124-585-1-339	RAMBO ESTATES-OTHER PROF SRV	606.02	206.02	.00	.00	400.00 34.00
9-1311-431-00-124-585-1-731	RAMBO ESTATES-ROADS	39,565.36	.00	.00	.00	39,565.36 .00
9-1311-431-00-124-585-1-733	RAMBO ESTATES-DRAINAGE DITCHES	8,285.08	.00	.00	.00	8,285.08 .00
9-1311-431-00-124-612-0-312	RENA RAE S/D-INDIRECT COST	3,174.65	.00	.00	.00	3,174.65 .00
9-1311-431-00-124-612-0-334	RENA RAE S/D-ENG & ARCH SRV	3,836.60	2,365.50	.00	.00	1,471.10 61.66
9-1311-431-00-124-612-0-339	RENA RAE S/D-OTHER PROF SRV	512.68	512.68	.00	.00	.00 100.00
9-1311-431-00-124-612-0-731	RENA RAE S/D-ROADS	5,972.55	.00	.00	.00	5,972.55 .00
9-1311-431-00-124-785-0-312	VILLA DEL MUNDO-INDIRECT COST	9,206.03	.00	.00	.00	9,206.03 .00
9-1311-431-00-124-785-0-334	VILLA DEL MUNDO-ENG & ARCH SRV	23.08	.00	.00	.00	23.08 .00
9-1311-431-00-124-785-0-339	VILLA DEL MUNDO-OTHER PROF SRV	4,918.40	4,882.10	.00	.00	36.30 99.26
9-1311-431-00-124-793-0-334	WARE COUNTY-ENG & ARCH SRV	1,167.00	279.00	.00	.00	888.00 23.91
9-1311-431-00-124-793-0-339	WARE COUNTY-OTHER PROF SRV	397.60	.00	.00	.00	397.60 .00
<b>124 COMMISSIONER, PRECINCT 4</b>		<b>439,203.11</b>	<b>26,958.23</b>	<b>2,792.32</b>	<b>2,792.32</b>	<b>409,452.56 6.77</b>

**Re-naming of Juan Diaz Road  
CC REGULAR**

**Date:** 09/01/2009  
**Submitted By:** Noe Montez, COMM. PCT. #1  
**Submitted For:** Joseph Palacios  
**Department:** COMM. PCT. #1  
**Agenda Category:** Precinct #1

**Information**

**CAPTION**

Presentation, discussion, and possible action of re-naming Juan Diaz Rd. to Mile 14 North from FM 88 to Mile 6 West.

**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**

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Budget & Management	Erika Zamora	08/28/2009 03:29 PM	APRV
2	Erika Zamora	Erika Zamora	08/28/2009 04:05 PM	APRV
3	Ivan Cantu	Ivan Cantu	08/28/2009 04:11 PM	APRV
4	Auditor's Office		08/28/2009 06:08 PM	NEW

Form Started By: Noe Montez  
Started On: 08/28/2009 03:24 PM  
Final Approval Date: 08/28/2009

AI-17207

21.A.

**Interlocal with City of Penitas  
CC REGULAR**

**Date:** 09/01/2009  
**Submitted By:** Norma Ceballos, COMM. PCT. #3  
**Department:** COMM. PCT. #3  
**Agenda Category:** Precinct #3

**Information**

**CAPTION**

Discussion, consideration, and approval of Interlocal Agreement between County of Hidalgo and City of Penitas (Intersection 3 Mile Line on Tom Gill Rd.)

**BACKGROUND**

(Intersection of 3 Mile Line on Tom Gill Rd)

**Fiscal Impact**

**Attachments**

*No file(s) attached.*

**Form Routing/Status**

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Budget & Management	Erika Zamora	08/27/2009 12:31 PM	APRV
2	Perla Lopez	Perla Lopez	08/28/2009 04:38 PM	APRV
3	Auditor's Office		08/28/2009 06:08 PM	NEW
Form Started By: Norma Ceballos			Started On: 08/27/2009 10:50 AM	
Final Approval Date: 08/28/2009				



AI-17221

21.B.

Name Road  
CC REGULAR

Date: 09/01/2009  
Submitted By: Norma Ceballos, COMM. PCT. #3  
Department: COMM. PCT. #3  
Agenda Category: Precinct #3

**Information**

**CAPTION**

Requesting approval to name road located in Precinct #3 as LA LLANTA LN.

**BACKGROUND**

Runs west of El Pinto Rd. approx. 100 ft. north of Salinas Dr.  
Approve for use by the 9-1-1 Dept.

**Fiscal Impact**

**FISCAL YEAR:** **ACCT. #:**  
**FUNDS AVAILABLE Y/N?:** **MATCHING FUNDS Y/N?:**  
**BUDGETARY IMPACT:**  
No funding needed.

**Attachments**

Link: [911 Dept Info](#)

**Form Routing/Status**

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Budget & Management	Erika Zamora	08/27/2009 04:40 PM	APRV
2	Perla Lopez	Perla Lopez	08/27/2009 04:59 PM	APRV
3	Auditor's Office		08/28/2009 06:08 PM	NEW

Form Started By: Norma Ceballos  
Started On: 08/27/2009 04:32 PM  
Final Approval Date: 08/28/2009



# Lower Rio Grande Valley Development Council

Agenda Item #  
A1-17221

Arturo Ramirez, Grassroots Organizations ..... President  
 Commissioner John Ingram, McAllen ..... 1st Vice-President  
 Mayor Chris Boswell, Harlingen ..... 2nd Vice-President  
 Mayor Pro-Tem Alvin Samano, Member-at-Large ..... Secretary  
 Commissioner Sylvia Handy, Hidalgo County ..... Treasurer  
 Hon. Norma G. Garcia, Member-at-Large ..... Immediate Past President

## BOARD MEMBERS

Edna Tamayo  
Commissioner, Cameron County

Affredo Serrato  
Commissioner, Willacy County

Victor Perez  
Commissioner, Alamo

Carla A. Cisneros  
Mayor Pro-Tem, Brownsville

David S. Simmons  
Mayor, Donna

Eddy Gonzalez  
Mayor Pro-Tem, Edcouch

Guz Garcia  
Council Member, Edinburg

Steve Brewer  
Mayor, La Feria

Joel Quintanilla  
Mayor, Mercedes

Norberto "Beto" Salinas  
Mayor, Mission

Lao "Polo" Palacios, Jr.  
Mayor, Pharr

Orlando Correa  
Mayor, Raymondville

Joe Hernandez  
Mayor, San Benito

Lupe Rodriguez  
Mayor Pro-tem, San Juan

Buddy De La Rosa  
Mayor, Weslaco

Dr. Cesar Maldonado  
President, TSTC, Harlingen

Roberto Loredo  
Donna I S, D

Gale Armstrong  
El Jardin Water Supply

Michael G. Wilson  
Willacy Navigation District

Don Medina  
Member-At-Large

EXECUTIVE DIRECTOR  
Kenneth N. Jones, Jr.

# 9-1-1 DEPT

## FAX TRANSMISSION

To: MINGO VILLARREAL From: JUAN TORRES

Fax: (956) 585-2375 Pages: 1

Phone: (956) 585-4509 Date: August 27, 2009

Re: LA LLANTA LN CC:

Urgent  For Review  Please Comment  Please Reply

### • Comments

This is to verify that the following street name is approved for use:

LA LLANTA LN 100 - 326

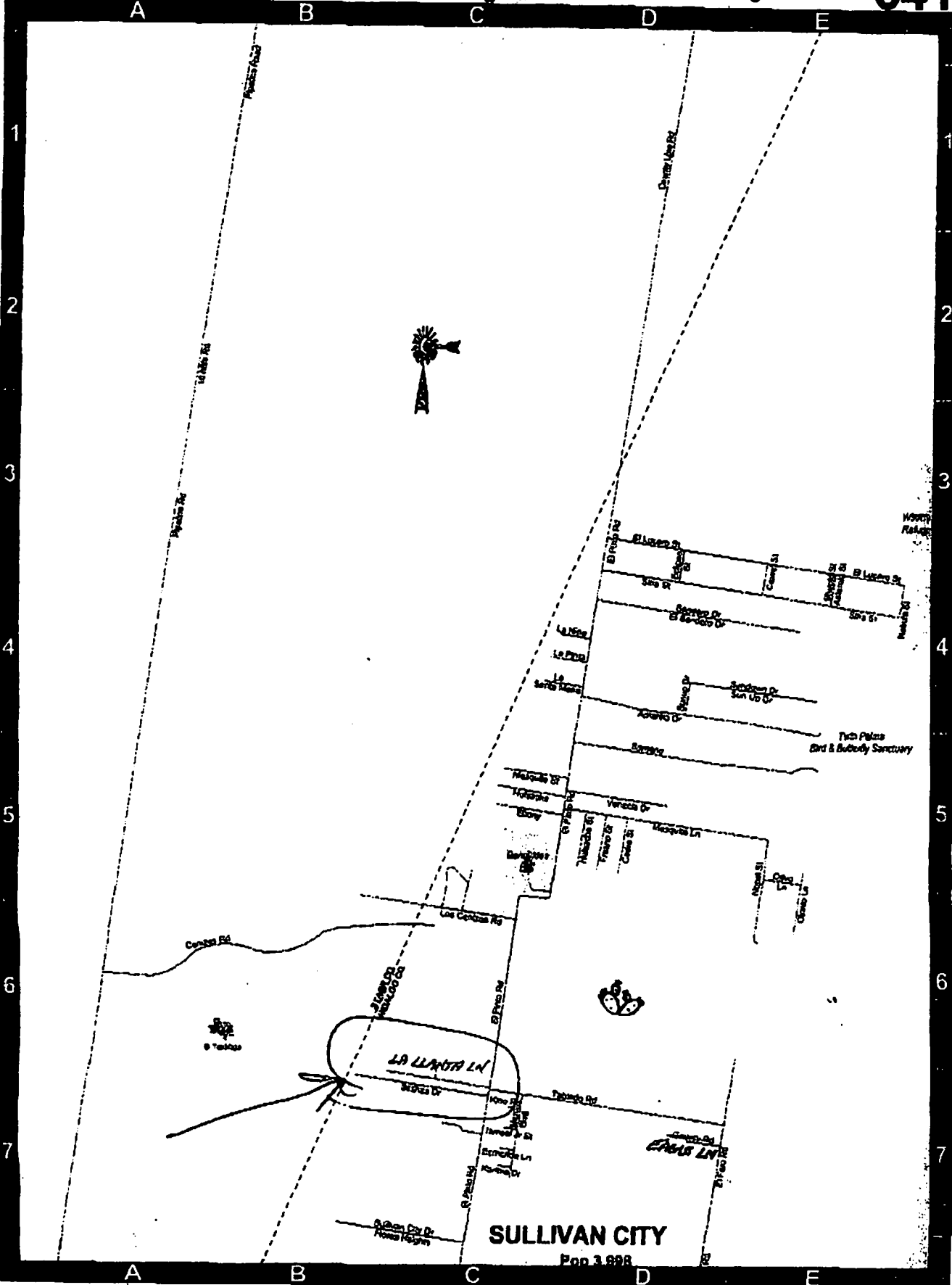
Runs West off of El Pinto Rd approx. 100 ft. North of Salinas Dr.

Scale in miles - 1 inch = 3.8 miles at 2000 feet

See Pg 122

Zoom out Pg 122

541



See Pg 122

See Pg 123

SULLIVAN CITY

Pop. 3,898

AI-17238

21.C.

**Pct. #3 - Tick Eradication (Havana Location)**

**CC REGULAR**

**Date:** 09/01/2009  
**Submitted By:** Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE  
**Submitted For:** Pct.3 - Mingo  
**Department:** COMMISSIONERS' COURT EXEC. OFFICE  
**Agenda Category:** Precinct #3

**Information**

**CAPTION**

Discussion, consideration and approval of Lease Agreement regarding the Tick Eradication Program for Havana Location - Pct.3

**BACKGROUND**

As per Mingo, documents to be prepared. (No cost to county)  
This is needed due to infestation of ticks in the Pct. 3 area (USDA recommendation due to health/safety hazard)  
Cattle/livestock are dipped at these locations designated.

**Fiscal Impact**

**FISCAL YEAR:** 2009                      **ACCT. #:** 9-1100-461-00-115-037-0-XXX  
**FUNDS AVAILABLE Y/N?:** Y              **MATCHING FUNDS Y/N?:** N

**BUDGETARY IMPACT:**

Funding will be determined at a later date. Please see attached expenditure report.

**Attachments**

Link: [Expenditure Report](#)

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/28/2009 04:57 PM	APRV
2	Perla Lopez	Perla Lopez	08/28/2009 05:21 PM	APRV
3	Auditor's Office		08/28/2009 06:08 PM	NEW

Form Started By: Monica Badillo                      Started On: 08/28/2009 04:46 PM

Final Approval Date: 08/28/2009

For 01/01/09 - 01/31/10

Expenditure Summary Report

FJEXS01A

Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

<u>Account No/Description</u>	<u>Adjusted Budget</u>	<u>Y-T-D Encumb</u>	<u>Period Expended</u>	<u>Y-T-D Expended</u>	<u>Available Balance</u>	<u>Percent Used</u>
<b>1100 GENERAL FUND</b>						
9-1100-461-00-115-037-0-346 INSECT ERADICATION-HAULING & FREIGHT SER	273.65	273.65	.00	.00	.00	100.00
9-1100-461-00-115-037-0-411 INSECT ERADICATION-WATER/SEWERAGE	1,066.35	.00	519.82	519.82	546.53	48.75
9-1100-461-00-115-037-0-679 INSECT ERADICATION-OTHER R&M SUPPLIES	800.00	.00	574.34	574.34	225.66	71.79
9-1100-461-00-115-037-0-855 INSECT ERADICATION-LATE FEES,PENALTIES &	60.00	.00	5.00	5.00	55.00	8.33
<b>1100 GENERAL FUND</b>	<b>2,200.00</b>	<b>273.65</b>	<b>1,099.16</b>	<b>1,099.16</b>	<b>827.19</b>	<b>62.40</b>
<b>9 YEAR</b>	<b>2,200.00</b>	<b>273.65</b>	<b>1,099.16</b>	<b>1,099.16</b>	<b>827.19</b>	<b>62.40</b>

AI-17226

22.A.1.

**DBM Visiting Judges - Interdept. Transfer to fund salaries.**

**CC REGULAR**

**Date:** 09/01/2009  
**Submitted By:** Sylvia Solis, BUDGET & MANAGEMENT  
**Submitted For:** Visiting Judges Dept.  
**Department:** BUDGET & MANAGEMENT  
**Agenda Category:** Budget and Management      **Purchasing only:** Interdepartmental Transfers

**Information**

**CAPTION**

DBM- Visiting Judges (1100)  
Approval of 2009 interdepartmental transfer from Co Wide Administration to Visiting Judges (1100) in the amount of \$10,000.00.

**BACKGROUND**

**Fiscal Impact**

**FISCAL YEAR:** 2009      **ACCT. #:** 9-1100-415-00-115-002-0-899  
**FUNDS AVAILABLE Y/N?:** Y      **MATCHING FUNDS Y/N?:**  
**BUDGETARY IMPACT:**  
Funds available as of 08/28/09.

**Attachments**

Link: Interdept. Transfer

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Sylvia Solis	Sylvia Solis	08/28/2009 01:17 PM	APRV
2	Budget & Management	Erika Zamora	08/28/2009 03:32 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	08/28/2009 04:16 PM	APRV
4	Auditor's Office		08/28/2009 06:08 PM	NEW

Form Started By: Sylvia Solis      Started On: 08/28/2009 11:15 AM

Final Approval Date: 08/28/2009

DATE: August 28, 2009

DEPARTMENT HEAD: Raul Silguero, Jr., Budget Officer

**2009**  
Transfer



DEPARTMENT NAME: Dept. of Budget & Mgmt for  
Visiting Judges

ACCOUNT NUMBER: 9-1100-41X-00-115-0XX-0-XXX

CONTACT PERSON: Sylvia V. Solis PHONE: (956) 292-7025 Ext. 5423

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
<b>FROM</b>		
9-1100-415-00-115-002-0- 899	CO WIDE ADM- CONTINGENCY	(10,000.00)
<b>TO</b>		
9-1100-412-00-115-014-0- 121	VISITING JUDGES- TEMP F/T EMPLOYEES	10,000.00
	TOTAL BUDGET INCREASE (DECREASE)	<b>0.00</b>

REASON:  
**Interdepartmental transfer to fund current and anticipated salary expenditures.**

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DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
DATE

ATTEST, COUNTY CLERK

AI-17108

22.A.2.

**BCAP INTER-LIT (1311) PCT. NO. 2**

**CC REGULAR**

**Date:** 09/01/2009  
**Submitted By:** Marcie Jackson, COLONIA ACCESS PROGRAM  
**Submitted For:** Agapito Vargas  
**Department:** COLONIA ACCESS PROGRAM  
**Agenda Category:** Budget and Management **Purchasing only:** CAP Pct.2

**Information**

**CAPTION**

Pct. #2 BCAP (1311):  
Approval of 2009 interdepartmental transfer for the Precinct No.2 BCAP (1311) program fund from Roadrunner No. 2 program# (620), into Morning Sun program (484), Pentecostal program (557), Southside Village program (693), and ValBar Estates program (767) respectively, in the total amount of \$4,632.69 to fund anticipated project expenditures.

**BACKGROUND**

**Fiscal Impact**

**FISCAL YEAR:** 9 **ACCT. #:** 9-1311-431-00-122-620-0-734  
**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**  
**BUDGETARY IMPACT:**  
available balance of \$57,327.86 as of 08/26/09.

**Attachments**

Link: LIT

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/25/2009 11:20 AM	APRV
2	Roland Garcia	Rolando Garcia	08/28/2009 11:07 AM	APRV
3	Auditor's Office		08/28/2009 06:08 PM	NEW

Form Started By: Marcie Jackson  
Started On: 08/21/2009 04:11 PM  
Final Approval Date: 08/28/2009



DATE: August 20, 2009

**2009**  
Transfer

DEPARTMENT HEAD: Agapito Vargas

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

ACCOUNT NUMBER: 9-1311-431-00-122-XXX-X-XXX      AI-17108      9/01/09

Contact: Marcie Jackson      Ph#: 787-1891 Ext. 2010



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

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
9-1311-431-00-122-620-0-734	ROADRUNNER #2-SUBDIVISION STREETS	(4,632.69)
TOTAL BUDGET INCREASE (DECREASE)		-

REASON:  
Transfer is needed to fund future completion of projects.

DEPARTMENT HEAD SIGNATURE \_\_\_\_\_

APPROVED COMMISSIONERS' COURT \_\_\_\_\_

/   /  
DATE \_\_\_\_\_

ATTEST COUNTY CLERK \_\_\_\_\_

AI-17120

22.A.3.

**Inter-Departmental Transfer for SouthFork Estates Drainage Project  
CC REGULAR**

**Date:** 09/01/2009  
**Submitted By:** Yolanda Cisneros, COMM. PCT. #2  
**Submitted For:** Yolanda Cisneros  
**Department:** COMM. PCT. #2  
**Agenda Category:** Budget and Management

**Information**

**CAPTION**

Pct. #2 CO 2009 Series (1339):  
Approval of 2009 interdepartmental transfer within Certificate of Obligations Series 2009, from the Precinct 2 Drainage Improvement Project (program 034) into Southfork Estates Drainage, (program 040) in the amount of \$60,000.00 to fund project expenditures.

**BACKGROUND**

Pending funding for Req. #161128 for Leonel Garza Jr. & Associates

**Fiscal Impact**

**FISCAL YEAR:** 2009                      **ACCT. #:** 9-1339-431-00-122-XXX-0-XXX  
**FUNDS AVAILABLE Y/N?:** Y                **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Funding available in the amount of \$1,751,725.83 as of 08/24/2009  
From 9-1339-431-00-122-034-0-890----->9-1339-431-00-122-040-0-711 in the amount of \$60,000.00

**Attachments**

Link: [Inter-Dept Transfer](#)

**Form Routing/Status**

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Budget & Management	Erika Zamora	08/24/2009 04:18 PM	APRV
2	Roland Garcia	Rolando Garcia	08/28/2009 08:20 AM	APRV
3	Auditor's Office		08/28/2009 06:08 PM	NEW
Form Started By: Yolanda Cisneros			Started On: 08/24/2009 03:17 PM	
Final Approval Date: 08/28/2009				

DATE: August 24, 2009

**2009**  
Transfer



DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No.2  
CO 2009 Pct2 Drain Improvement

ACCOUNT NUMBER: 9-1339-431-00-122-XXX-0-XXX

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

Contact: Yoli Cisneros  
Ph#: 956-787-1891 Ext. 2002

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
9-1339-431-00-122-034-0-890	CO2009 PCT2 DRAIN IMPRV- OTHER	(60,000.00)
9-1339-431-00-122-040-0-711	CO2009 Pct2 Drain Improv. Southfork Estates - ROW	\$60,000.00
<b>TOTAL BUDGET INCREASE (DECREASE)</b>		<b>0.00</b>

**REASON:**  
Transfer from CO 2009 PCT2 DRAIN IMPROVEMENTS-OTHER STRUCTURES to Southfork Estates Drainage Project to cover appraisals and any additional expenditures for this project.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /  
DATE

ATTEST COUNTY CLERK

AI-17159

22.A.4.

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

**Date:** 09/01/2009  
**Submitted By:** TONI MATA, COMM. PCT. #4  
**Department:** COMM. PCT. #4  
**Agenda Category:** Budget and Management

---

**Information**

**CAPTION**

Pct. #4 - C.O. 2009 Series (1339):  
Approval of 2009 Interdepartmental transfer within Certificate Of Obligation Series 2009 Precinct #4 Drainage Improvement Project from (program 036) to Damian Acres (program 041) in the amount of \$ 42,637.30 to cover project expenditures.

**BACKGROUND**

To cover purchase of construction supplies to be used at Damian Acres Project.

---

**Fiscal Impact**

**FISCAL YEAR:** 2009                      **ACCT. #:** 9-1339-431-00-124-036-0-890  
**FUNDS AVAILABLE Y/N?:** Y              **MATCHING FUNDS Y/N?:**  
**BUDGETARY IMPACT:**  
9-1339-431-00-124-036-0-890-->9-1339-431-00-124-041-0-733 \$42,637.30  
Funding available as of 8-28-09.

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**Attachments**

Link: [transfer](#)

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**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/26/2009 01:41 PM	APRV
2	Manuel Chapa	Manuel Chapa	08/28/2009 08:20 AM	APRV
3	Auditor's Office		08/28/2009 06:08 PM	NEW

Form Started By: TONI MATA                      Started On: 08/26/2009 11:18 AM  
Final Approval Date: 08/28/2009

DATE: August 31, 2009

**2009**  
Transfer



DEPARTMENT HEAD: Oscar L. Garza Jr.

DEPARTMENT NAME: Hidalgo County Precinct No.4  
CO 2009 Pct4 Drain Improvement

ACCOUNT NUMBER: 9-1339-431-00-124-036-0-890

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

Contact: Toni Mata  
Ph#: 956-383-3112 Ext. 4024

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
<b>From:</b>		
9-1339-431-00-124-036-0-890	CO2009 Pct4 Drain Improv.- Other	(42,637.30)
<b>To:</b>		
9-1339-431-00-124-041-0-733	CO2009 Pct4 Damian Acres - Drainage Ditches	\$42,637.30
<b>TOTAL BUDGET INCREASE (DECREASE)</b>		<b>0.00</b>

**REASON:**  
Transfer to cover the purchase of construction supplies to be used on Damian Acres Project.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

Revised Revenues Appropriation (New Source)

CC REGULAR

Date: 09/01/2009
Submitted By: Erika Zamora, BUDGET & MANAGEMENT
Submitted For: Dina Trevino
Department: BUDGET & MANAGEMENT
Agenda Category: Budget and Management

Information

CAPTION

Co. Wide Administration (1100):
Approval to appropriate \$390,798.45 from new source of General Fund revenue as certified by the County Auditor to the Co. Wide Administration-Contingency account.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-415-00-115-002-0-899
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Appropriation of funds in the amount of \$390,798.45 into the County Wide Administration - Contingency from new sources of revenues as certified by the Co. Auditor .

Attachments

Link: Cert of Rev
Link: Appropriation

Form Routing/Status

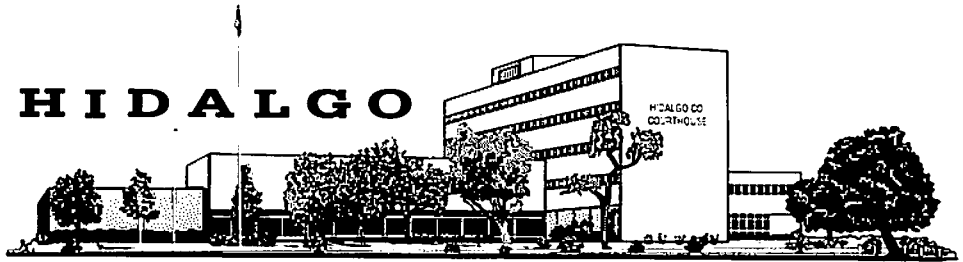
Table with 4 columns: Route Seq, Inbox, Approved By, Date, Status. Contains 3 rows of routing information.

Form Started By: Erika Zamora

Started On: 08/28/2009 04:44 PM

Final Approval Date: 08/28/2009

# 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](http://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 § 111.07075 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 Eufrazio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the following revenues for the General Fund, Special Revenue Funds, and Enterprise Fund. These amounts are included in the projected ending fund balances at December 31, 2009. Please note that if these amounts are appropriated, projected fund balances will decrease accordingly.

### GENERAL FUND

9-1100-334-00-080-001-0-000	TDPRS-Title IV-E County Legal Services Contract	\$	31,500.78
9-1100-334-00-360-001-0-000	TDPRS-Title IV-E Child Welfare Services Contract		172.44
9-1100-341-10-090-013-0-000	District Clerk-Execution Fee		300,000.00
9-1100-341-10-090-014-0-000	District Clerk-Passport Photo Fee		50,000.00
9-1100-352-20-080-000-0-000	Gambling Proceeds		2,495.69
9-1100-392-10-000-000-0-000	Sale of General Capital Assets		6,629.54
	<b>Total General Fund</b>		<b>390,798.45</b>

### HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ, JR.  
JUDGE, 12<sup>th</sup> D.C.

RODOLFO DELGADO  
JUDGE, 13<sup>th</sup> D.C.

J. R. "BOBBY" FLORES  
JUDGE, 13<sup>th</sup> D.C.

ROSE GUERRA REYNA  
JUDGE, 20<sup>th</sup> D.C.

JUAN R. PARTIDA  
JUDGE, 27<sup>th</sup> D.C.

MARCO E. RAMIREZ, JR.  
JUDGE, 33<sup>rd</sup> D.C.

NOE GONZALEZ  
JUDGE, 37<sup>th</sup> D.C.  
OVERSEER

LETICIA LOPEZ  
JUDGE, 38<sup>th</sup> D.C.

ADA SALINAS FLORES  
JUDGE, 38<sup>th</sup> D.C.

ISRAEL RAMON, JR.  
JUDGE, 43<sup>rd</sup> D.C.

JESSE CONTRERAS  
JUDGE, 44<sup>th</sup> D.C.

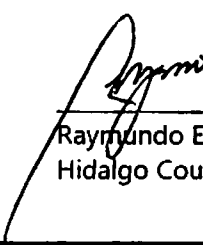
**SPECIAL REVENUE FUNDS**

9-1200-360-00-000-000-0-000	Miscellaneous	709.64
9-1201-341-50-121-000-0-000	BCAP Force Accounts	19,093.54
9-1201-360-00-000-000-0-000	Miscellaneous	31,847.78
9-1202-360-00-000-000-0-000	Miscellaneous	527.35
9-1203-337-00-123-001-0-000	City of La Joya	31,107.78
9-1204-360-00-000-001-0-000	Miscellaneous-Road Dist#12, 15 Tax Collections	253.08
9-1220-361-10-000-000-0-000	Interest Earnings	275.00
9-1221-361-10-000-000-0-000	Interest Earnings	14.96
9-1223-392-10-000-000-0-000	Sale of Capital Assets	30,789.40
9-1224-361-10-000-000-0-000	Interest Earnings	2.41
9-1226-361-10-000-000-0-000	Interest Earnings	65.79
9-1229-352-30-280-000-0-000	Court Ordered Confiscations	222,052.30
9-1230-361-10-000-000-0-000	Interest Earnings	67.94
9-1231-361-10-000-000-0-000	Interest Earnings	1.19
9-1234-361-10-000-000-0-000	Interest Earnings	4.56
9-1236-361-10-000-000-0-000	Interest Earnings	5.25
9-1238-361-10-000-000-0-000	Interest Earnings	12.29
9-1240-341-10-090-001-0-000	Juvenile Delinquency Prevention-District Clerk	400.00
9-1240-341-10-180-001-0-000	Juvenile Delinquency Prevention-County Clerk	50.00
9-1240-361-10-000-000-0-000	Interest Earnings	1.36
9-1249-360-00-000-000-0-000	Miscellaneous	3,085.32
9-1250-361-10-000-000-0-000	Interest Earnings	47.49
9-1251-352-30-270-011-0-000	HIDTA Chapter 59	16,999.69
9-1251-392-10-270-000-0-000	Sale of Capital Assets	28,199.00
9-1254-352-30-270-014-0-000	HIDTA Federal Sharing - USDJ	694.49
9-1254-361-10-270-000-0-000	Interest Earnings	1,700.00
9-1295-361-10-330-000-9-000	Interest Earnings FY 2009	500.00
<b>Total Special Revenue Funds</b>		<b>388,507.61</b>

**PROPRIETARY FUNDS**

9-2102-391-03-000-426-0-000	Transfer In - Jail Commissary Trust Account	426,500.39
<b>Total Proprietary Funds</b>		<b>426,500.39</b>

CERTIFIED BY:

  
 \_\_\_\_\_  
 Raymundo Eufrazio, CPA  
 Hidalgo County Auditor

8/21/09  
 \_\_\_\_\_  
 Date

**HIDALGO COUNTY DISTRICT JUDGES**



DATE: August 28, 2009

**2009**  
Appropriation

DEPARTMENT HEAD: Raul Silguero, Jr.



DEPARTMENT NAME: Department of Budget & Management

ACCOUNT NUMBER: 9-1100-415-00-115-002-0-899

Contact Person: Erika Zamora Ph# (956) 292-7025 ext. 5416

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
9-1100-415-00-115-002-0-899	Co. Wide Adm. - Contingency	\$390,798.45
	<b>TOTAL APPROPRIATION</b>	<b>390,798.45</b>
9-1100-334-00-080-001-0-000	TDPRS-TITLE IV-E CO LEGAL SRV CONTRACT	\$31,500.78
9-1100-334-00-360-001-0-000	TDPRS-TITLE IV-E CHILD WELFARE SRV CONTR	\$172.44
9-1100-341-10-090-013-0-000	DISTRICT CLERK EXECUTION FEE	\$300,000.00
9-1100-341-10-090-014-0-000	DISTRICT CLERK PASSPORT PHOTO FEE	\$50,000.00
9-1100-352-20-080-000-0-000	GAMBLING PROCEEDS FORFEITS	\$2,495.69
9-1100-392-10-000-000-0-000	GEN FUND-SALE OF CAPITAL ASSETS	\$6,629.54
	<b>TOTAL REVENUES</b>	<b>390,798.45</b>
<b>TOTAL BUDGET INCREASE (DECREASE)</b>		<b>390,798.45</b>

**REASON:** Appropriation of Revised 2009 Revenue Estimates into County Wide Administration- Contingency.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

\_\_\_\_\_  
DATE

ATTEST COUNTY CLERK

AI-17220

22.C.1.

**Interfund transfer from Notes Payable (1401) to R & B Co. Wide (1200)**

**CC REGULAR**

**Date:** 09/01/2009  
**Submitted By:** Ivan Cantu, BUDGET & MANAGEMENT  
**Submitted For:** Dina Trevino  
**Department:** BUDGET & MANAGEMENT

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

**Information**

**CAPTION**

R & B Co. Wide (1200):  
Approval of 2009 interfund transfer from Notes Payable (1401) fund balance to R & B Co. Wide (1200) fund balance in the amount of \$30,199.99 to fund un-anticipated expenditures.

**BACKGROUND**

**Fiscal Impact**

**FISCAL YEAR:** 2009      **ACCT. #:** 9-1XXX-X91-01-000-X0X-0-XXX  
**FUNDS AVAILABLE Y/N?:** Y      **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

from Notes Payable (1401) fund balance to R & B Co. Wide (1200) fund balance in the amount of \$30,199.99.

Funds available in transfers out/in accts as of 8-27-09.

**Attachments**

Link: [R & B Co. Wide interfund transfer](#)

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	08/28/2009 09:32 AM	APRV
2	Budget & Management	Erika Zamora	08/28/2009 10:47 AM	APRV
3	Dale Kennan	Dale Kennan	08/28/2009 01:29 PM	APRV
4	Auditor's Office		08/28/2009 06:08 PM	NEW

Form Started By: Ivan Cantu      Started On: 08/27/2009 04:30 PM

Final Approval Date: 08/28/2009

DATE: August 27, 2009

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Department of Budget & Management for  
R & B Co. Wide

ACCOUNT NUMBER: 9-1XXX-X91-01-000-X0X-0-XXX

CONTACT PERSON: Ivan Cantu PHONE: 292-7025 ext. 5425

**2009**  
Interfund Transfer



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

**Honorable Commissioner's Court of Hidalgo County:**

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
<b>FROM:</b>		
9-1200-491-01-000-401-0- 891	Transfers Out- Notes Payable	(30,199.99)
<b>TO:</b>		
9-1401-391-01-000-200-0- 000	Transfers In- R & B Co. Wide	(30,199.99)
<b>TOTAL BUDGET INCREASE (DECREASE)</b>		<b>(30,199.99)</b>

REASON: Interfund transfer from Notes Payable (1401) fund balance to R & B Co. Wide (1200) fund balance to fund expected expenditures for R & B Co. Wide.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
ATTEST COUNTY CLERK

AI-17230

22.D.1.

**G/F Cost allocation increase/ LRGVDC grant expiration  
CC REGULAR**

**Date:** 09/01/2009  
**Submitted By:** Rosie Cantu, BUDGET & MANAGEMENT  
**Submitted For:** Constable Pct. #3  
**Department:** BUDGET &  
MANAGEMENT

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

**Information**

**CAPTION**

Constable Pct. #3 (1100):

- a. Discussion, consideration and action to fund the grant portion of the budgeted salary for slot #013 from General Fund in the amount of \$23,235.00 plus fringes due to termination of the LRGVDC - Solid Waste Grant.
- b. Approval of revised salary schedules.

**BACKGROUND**

Timeline

Fund 1285 LRGVDC grant: Approved Grant period- Sept. 01, 2006 to Aug. 31, 2007

Fund 1285 LRGVDC grant: Expired 08/31/07

Fund 1100: slot 013 approved 08/28/07 and employee (no. 151998) transferred, due to grant expiring

Fund 1285 LRGVDC grant: approved 05/19/08 slot G001 for cost allocation from grant

**Fiscal Impact**

**FISCAL YEAR:** 2009

**ACCT. #:** UNDETERMINED

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

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

**Attachments**

Link: [salary schedule](#)

Link: [Fiscal Note](#)

**Form Routing/Status**

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Rosalinda Cantu (Originator)	Rosie Cantu	08/28/2009 05:31 PM	APRV
2	Budget & Management		08/28/2009 06:08 PM	NEW

Form Started By: Rosie Cantu  
Started On: 08/28/2009 02:39 PM

Final Approval Date: 08/28/2009



**HIDALGO COUNTY  
COMMISSIONER COURT  
2009 SALARY SCHEDULE**

**AI - 17230**

**CONSTABLE PCT.3  
1100-421-00-293-001-0**

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	111	CONSTABLE	54,340.00	0.00	54,340.00	0.05	2,717.00	11,133.00	68,190.00	68,190.00	0.00	0.00	1,200.00	8,000.00	0.00	77,390.00
0002	113	CHIEF DEPUTY CONSTABLE STEP I	49,255.00	0.00	49,255.00	0	0.00	(3,275.00)	45,980.00	45,980.00	0.00	0.00	1,200.00	0.00	0.00	47,180.00
0003	113	SENIOR DEPUTY CONSTABLE STEP III	44,777.00	0.00	44,777.00	0	0.00	0.00	44,777.00	44,777.00	600.00	0.00	3,300.00	0.00	0.00	48,677.00
0004	113	SENIOR DEPUTY CONSTABLE STEP III	44,777.00	0.00	44,777.00	0	0.00	0.00	44,777.00	44,777.00	600.00	0.00	1,200.00	0.00	0.00	46,577.00
0005	113	SENIOR DEPUTY CONSTABLE STEP III	44,777.00	0.00	44,777.00	0	0.00	0.00	44,777.00	44,777.00	600.00	0.00	1,200.00	0.00	0.00	46,577.00
0006	113	SENIOR DEPUTY CONSTABLE STEP I	41,800.00	0.00	41,800.00	0	0.00	0.00	41,800.00	41,800.00	0.00	0.00	1,800.00	0.00	0.00	43,600.00
0007	113	SENIOR DEPUTY CONSTABLE STEP I	41,800.00	0.00	41,800.00	0	0.00	0.00	41,800.00	41,800.00	0.00	0.00	1,200.00	0.00	0.00	43,000.00
0008	113	SENIOR DEPUTY CONSTABLE STEP I	41,800.00	0.00	41,800.00	0	0.00	0.00	41,800.00	41,800.00	0.00	0.00	600.00	0.00	0.00	42,400.00
0009	113	DEPUTY CONSTABLE	36,480.00	0.00	36,480.00	0	0.00	0.00	36,480.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0010	113	DEPUTY CONSTABLE STEP II	39,330.00	0.00	39,330.00	0	0.00	(19,665.00)	19,665.00	19,665.00	0.00	0.00	1,200.00	0.00	0.00	20,865.00
0012	113	ADMINISTRATIVE ASSISTANT	31,576.00	0.00	31,576.00	0.05	1,579.00	0.00	33,155.00	33,155.00	0.00	0.00	0.00	0.00	0.00	33,155.00
								\$15,490.00	\$39,330.00							
0013	113	DEPUTY CONSTABLE STEP II/SOLID WASTE ENF. OFFICER	23,840.00	0.00	23,840.00	0	0.00	(7,745.00)	16,095.00	16,095.00	0.00	0.00	600.00	0.00	0.00	16,695.00
0014	113	CLERK	21,800.00	0.00	21,800.00	0.05	1,090.00	910.00	23,800.00	23,800.00	0.00	0.00	0.00	0.00	0.00	23,800.00
			516,352.00	0.00	516,352.00		5,386.00	(18,642.00)	503,096.00	466,616.00	1,800.00	0.00	13,500.00	8,000.00	0.00	489,916.00

**HIDALGO COUNTY  
COMMISSIONER COURT  
2009 SALARY SCHEDULE**

**AI - 17230**

**LRGVDC - SOLID WASTE  
1285-421-00-293-006-9**

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	DEPUTY CONSTABLE STEP II/SOLID WASTE ENF. OFFICER	15,490.00	0.00	15,490.00	0	0.00	7,745.00	23,235.00	23,235.00	0.00	0.00	0.00	0.00	0.00	23,235.00
		<b>TOTAL</b>	15,490.00	0.00	15,490.00		0.00	7,745.00	23,235.00	23,235.00	0.00	0.00	0.00	0.00	0.00	23,235.00

Changes pending CC approval.

**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, September 01, 2009

Agenda Item: 17230

**Summary of request/proposal:**

The Constable Precinct No. 3 office is requesting approval to fund the grant portion of the budgeted salary for slot #013 from General Fund in the amount of \$23,235.00 plus fringes due to termination of the LRGVDC - Solid Waste Grant.

Fund	Current Position	New Position	Slot#	Obj	Current Budgeted Salary	Adjustment/ Salary Requested	Total Adjustment/ Salary Requested
1100	Deputy Const. Step II/ Solid Waste En. Officer	N/A	0013	113	16,095.00	39,330.00	23,235.00
							<b>23,235.00</b>

**Budgetary Impact:**

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME	AMOUNT
9-1100-421-00-293-001-0-	113	CONSTABLE PCT.3- REG F/T EMPLOYEES	\$7,834.02
9-1100-421-00-293-001-0-	211	CONSTABLE PCT.3- HEALTH INSURANCE	\$1,403.95
9-1100-421-00-293-001-0-	212	CONSTABLE PCT.3- LIFE INSURANCE	\$9.10
9-1100-421-00-293-001-0-	220	CONSTABLE PCT.3- FICA	\$599.30
9-1100-421-00-293-001-0-	230	CONSTABLE PCT.3- RETIREMENT	\$706.63
9-1100-421-00-293-001-0-	250	CONSTABLE PCT.3- UNEMPLOYMENT COMP	\$39.17
9-1100-421-00-293-001-0-	260	CONSTABLE PCT.3- WORKER'S COMP	\$0.00
		2009 Budgetary Impact	<b>\$10,592.17</b>

2010 Budgetary Impact: \$31,415.46

**Possible Funding Sources:**

**UNDETERMINED**

**Budget Office Recommendation:**


AI-17213

23.A.4.

**North San Juan CRC-Mold Remediation and Monitoring Proposals  
CC REGULAR**

**Date:** 09/01/2009  
**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 to award proposals received from \_\_\_\_\_ in the amount of \$ \_\_\_\_\_ for Mold Remediation Services and from \_\_\_\_\_ in the amount of \$ \_\_\_\_\_ for Remediation Monitoring Services through Hidalgo County's membership/participation with TIPS (The Interlocal Purchasing System's awarded vendor) for the provision of labor, materials and related accessories, as per specifications for project: "Hidalgo County-North San Juan CRC Mold Remediation(Removal) and Mold Remediation Monitoring Services"-Project #09-339A-MSS.

**BACKGROUND**

**Fiscal Impact**

**FISCAL YEAR:** 2009      **ACCT. #:** 9-1100-419-40-220-001-0-431  
**FUNDS AVAILABLE Y/N?:** Y      **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

\$24,239.67 available balance as of 08/28/09. rc

**Attachments**

Link: [backup](#)  
Link: [backup](#)  
Link: [backup](#)

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/28/2009 02:09 PM	APRV
2	Budget & Management	Erika Zamora	08/28/2009 03:31 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	08/28/2009 04:54 PM	APRV
4	Auditor's Office		08/28/2009 06:08 PM	NEW

Form Started By: Moises Salazar      Started On: 08/27/2009 01:51 PM

Final Approval Date: 08/28/2009



[Print](#)

## Tips Vendor Details

**TIPS Vendor:** **Chemical Response & Remediation Contractors, Inc.**

**Serving States:** AZ,AR,IL,KS,LA,MO,NM,OH,OK,OR,TN,TX,WA

**Contract Information:**

Contract Type: **Regular**

Contract Number: **8032609**

**Contract Expiration Date:**

03/26/2010 Commodity: Trades, Temporary Labor and Materials

**Service/Product Description:**

Provides environmental services for industry & government. CRRC offers a broad range of services, including but not limited to: Emergency Incident and Spill Response, Mold Assessment and Remediation, Asbestos Consultant and Abatement, Demolition, Geotech Drilling and Soil Sampling, Air Monitoring, Emergency Contingency Planning, and Training.

**Website:** <http://www.chemicalresponse.com>

**Company Information:**

**VENDOR CONTACT(S):**

Name: David A. Hanawa

Position: President

Phone: 956-365-4252

Fax : 956-365-4412

Mobile :

E-Mail: [dhanawa@chemicalresponse.com](mailto:dhanawa@chemicalresponse.com)

Name: Juan Cadenas

Position: Sales

Phone: 956-365-4252

Fax : 956-365-4412

Mobile :

E-Mail : [dhanawa@chemicalresponse.com](mailto:dhanawa@chemicalresponse.com)

**Purchase Order Requirements:**

Address: PO Box 1894

**FAX or MAIL** City: Mount Pleasant

**ALL Purchase** State: TX 75456

**Orders to:** Zip: 75456

**FAX: 866-839-8472**

**Federal ID Number:**

Address: PO Box 2686

City : Harlingen

State: TX

ZIP : 78551

**Payment to:**

**Automated or Regular :**

Name :Kim Thompson

Phone :866-839-8477

**TIPS Contact:** Fax :866-839-8472

E-mail :tips@reg8.net

Mobile :903-243-4789

**MWBE/HUB Status:**

[Print](#)

## Tips Vendor Details

**TIPS Vendor:** **CAS Companies, LP**

**Serving States:** AZ,AR,IL,KS,LA,MO,NM,OH,OK,OR,TN,TX,WA

**Contract Information:** **Contract Type: Regular** **Contract Number: 1042809**

**Contract Expiration Date:** 04/28/2010 **Commodity:** Comprehensive HVAC Solutions and Services

**Service/Product Description:** "General Construction/Renovation; HVAC installations, repair/maintenance; Ventilation systems cleaning; IAQ Services/remediation/abatement"

**Website:** <http://www.caslp.com>

**Company Information:**

	Name: Bill Bowlin	Name: Jeff Galvan
	Position: Managing Partner	Position: General Manager
	Phone: 281-499-4747	Phone: 281-499-4747
<b>VENDOR CONTACT(S):</b>	Fax : 281-499-6655	Fax : 281-499-6655
	Mobile : 713-906-8600	Mobile : 713-907-5281
	E-Mail: <a href="mailto:bbowlin@caslp.com">bbowlin@caslp.com</a>	E-Mail : <a href="mailto:jgalvan@caslp.com">jgalvan@caslp.com</a>

**Purchase Order Requirements:** Write "TIPS ORDER" on all PO's.

Address: PO Box 1894  
**FAX or MAIL** City: Mount Pleasant  
**ALL Purchase** State: TX 75456  
**Orders to:** Zip: 75456  
**FAX: 866-839-8472**

**Federal ID Number:**

Address: 111 Brand Lane  
**Payment to:** City : Stafford  
State: TX  
ZIP : 77477

**Automated or Regular :**

Name :Kim Thompson  
Phone :866-839-8477  
**TIPS Contact:** Fax :866-839-8472  
E-mail :tips@reg8.net  
Mobile :903-243-4789

**MWBE/HUB Status:**

[Print](#)

## Tips Vendor Details

**TIPS Vendor:** **CAS Companies, LP**

**Serving States:** AZ,AR,IL,KS,LA,MO,NM,OH,OK,OR,TN,TX,WA

**Contract Information:** **Contract Type: Regular** **Contract Number: 1042809**

**Contract Expiration Date:** 04/28/2010 **Commodity:** Comprehensive HVAC Solutions and Services

**Service/Product Description:** "General Construction/Renovation; HVAC installations, repair/maintenance; Ventilation systems cleaning; IAQ Services/remediation/abatement"

**Website:** <http://www.caslp.com>

**Company Information:**

	Name: Bill Bowlin	Name: Jeff Galvan
	Position: Managing Partner	Position: General Manager
	Phone: 281-499-4747	Phone: 281-499-4747
<b>VENDOR CONTACT(S):</b>	Fax : 281-499-6655	Fax : 281-499-6655
	Mobile : 713-906-8600	Mobile : 713-907-5281
	E-Mail: <a href="mailto:bbowlin@caslp.com">bbowlin@caslp.com</a>	E-Mail : <a href="mailto:jgalvan@caslp.com">jgalvan@caslp.com</a>

**Purchase Order Requirements:** Write "TIPS ORDER" on all PO's.

Address: PO Box 1894  
**FAX or MAIL** City: Mount Pleasant  
**ALL Purchase** State: TX 75456  
**Orders to:** Zip: 75456  
**FAX: 866-839-8472**

**Federal ID Number:**

Address: 111 Brand Lane  
**Payment to:** City : Stafford  
State: TX  
ZIP : 77477

**Automated or Regular :**

**TIPS Contact:** Name :Kim Thompson  
Phone :866-839-8477  
Fax :866-839-8472  
E-mail :tips@reg8.net  
Mobile :903-243-4789

**MWBE/HUB Status:**

AI-17178

23.A.5.

**Requesting Approval of renewal agreements with Lexis Nexis for Various Dept.**

**CC REGULAR**

**Date:** 09/01/2009

**Submitted By:** Rocio Villarreal, PURCHASING DEPT.

**Submitted For:** Rocio Villarreal

**Department:** PURCHASING DEPT.

**Agenda Category:** Purchasing Department **Purchasing only:** Hidalgo County

**Information**

**CAPTION**

a. Requesting exemption from competitive procuremnt requirements under the Texas Local Government Code, Section 262.024(a)(7)(a) proprietary software in connection with On-line Research Services for Hidalgo County;

b. Requesting approval of agreement(s) if applicable for "On-line Research Services" with Lexis Nexis including but not limited to the following Hidalgo County department(s):

1. Community Supervision & Corrections Department (Adult Probation)
2. Criminal District Attorney s Office
3. All Judicial Courts
4. All Constables
5. Hidalgo County JP Technology
6. Hidalgo County Clerk

**BACKGROUND**

**Fiscal Impact**

**FISCAL YEAR:** **ACCT. #:** Co. Wide object code 342

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

**BUDGETARY IMPACT:**

This is a countywide agreement for Lexis Nexis services. Please refer to attached expense report for funds availability as of 8-26-09, object code 342.

**Attachments**

Link: [Agreements](#)

Link: [Report](#)

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/27/2009 02:10 PM	APRV
2	Budget & Management	Erika Zamora	08/27/2009 02:42 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	08/28/2009 10:33 AM	APRV

4 Auditor's Office

08/28/2009 06:08 PM NEW

Form Started By: Rocio Villarreal

Started On: 08/26/2009 03:58  
PM

Final Approval Date: 08/28/2009

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<b>"Subscriber"</b> : Hidalgo County District Attorney	<b>"LN"</b> : LexisNexis, a division of Reed Elsevier Inc.
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In this Amendment (the "Amendment") Subscriber and LN agree to amend the Subscription Agreement (the "Agreement") previously or simultaneously executed between LN and Subscriber by adding to the Agreement the terms and conditions set forth below.

**1. TERM**

The term of this Amendment (the "Amendment") will begin (a) on the date Subscriber's billing account (a "Billgroup") is activated ("Activation") if Subscriber is a new LN customer, or (b) subject to Section 7, on the first day of the calendar month immediately following the execution of this Amendment and delivery of it to LN if Subscriber is an existing LN customer, and will continue until the last day of the final Commitment Period referenced in Section 5.1 (the "Term").

**2. AUTHORIZED USERS**

This Amendment relates only to the Subscriber's Billgroups and locations (the "Participating Billgroups") set forth below and the Authorized Users under the Participating Billgroups. "Authorized User" means an individual to whom Subscriber assigns an LN identification number under a Participating Billgroup ("LN ID"). Only Subscriber's employees, temporary employees, and contractors are eligible to be Authorized Users. Subscriber agrees that each LN ID may only be used by the Authorized User to whom it is assigned and may not be shared with or used by any other person, including other Authorized Users. Subscriber will manage its roster of Authorized Users and will promptly notify LN to deactivate an Authorized User's LN ID if the Authorized User no longer works for Subscriber or Subscriber otherwise wishes to terminate the Authorized User's access to the Online Services. Subscriber is responsible for all use of the Online Services accessed with LN IDs, including associated charges, and for use of the Online Services by temporary employees and contractors to the same extent as if they were Subscriber's employees. Subscriber will implement policies and procedures to prevent unauthorized use of LN IDs and will immediately notify LN, in writing, if it suspects that an LN ID is lost, stolen, compromised, or misused.

PARTICIPATING BILLGROUP #	LOCATION (CITY AND STATE)
123DSK	Edinburg, TX

**3. CERTIFICATION**

Subscriber certifies that on the date this Amendment is signed by Subscriber there are \_\_\_ judges and attorneys, and \_\_\_ government professionals for a total of \_\_\_ users (the "Reference Number") in Subscriber's organization. Throughout the Term, Subscriber will immediately notify LN in writing of any change in the Reference Number if the total number of judges and attorneys falls below 11. Upon the request of LN, Subscriber will recertify to the Reference Number.

**4. MONTHLY SUBSCRIPTION CHARGE**

During the Term, the Monthly Subscription Charge in Section 3 of the then-current applicable price schedule (the "Price Schedule") will be waived.

**5. PREFERRED PRICING MATERIALS AND CHARGES**

5.1 In consideration of Subscriber's payment to LN of the monthly commitment amounts specified below (the "Monthly Commitment"), the Participating Billgroups will be provided access to and use of certain Materials, products, services and features, identified below by source/menu number (the "Preferred Pricing Materials"), available in the *lexis.com*<sup>SM</sup> service or the LN Online Services accessed via proprietary software (the "Classic Online Services"). If Subscriber is an existing LN customer and this is a revision to Subscriber's Preferred Pricing Materials and Monthly Commitment, fees will be prorated for the month in which the change becomes effective if the change occurs other than on the first day of the month. At no additional charge, the Participating Billgroups may do offline printing, online printing and saving to disk of Preferred Pricing Materials. If your subscription includes Research Advantage, then your access to and use of Research Advantage shall be subject to and governed by the additional terms and conditions set forth in the software media at the time of its installation.

PREFERRED PRICING MATERIALS	SOURCE/MENU NUMBER	SHEPARDS
(a) Law Enforcement Solutions Page	RK0IVP	
(b)		
(c)		
(d)		
(e)		
(f)		
(g)		
(h)		
(i)		
(j)		
(k)		
(l)		
(m)		
(n)		
(o)		

See attached Rider No. 1 for additional Preferred Pricing Materials

	COMMITMENT PERIOD(S)		MONTHLY COMMITMENT
Beginning	9/1/2009	to 8/31/2010	\$ 322
Beginning	9/1/2010	to 8/31/2011	\$ 330
Beginning		to	\$
Beginning		to	\$
Beginning		to	\$

5.2 During the Term, the Monthly Commitment will be billed in lieu of the Information Charges specified in Section 1 of the Price Schedule for all access to and use of the Preferred Pricing Materials, except as otherwise provided in Section 5.3 and Section 6 (if elected) below.

5.3 The following Materials accessible from, but not included as part of the Preferred Pricing Materials, will be subject to monthly billing at the then-current standard undiscounted rates in accordance with the Price Schedule: (a) selected Images (those that include a charge in the Price Schedule); (b) Dun & Bradstreet Reports; and (c) Risk Solutions.

## 6. ADDITIONAL CHARGES

The Participating Billgroups may have access to and use of the LN services and features not accessed through the Preferred Pricing Materials ("Alternate Pricing Materials"). If Subscriber so elects by initialing below, or by notifying LN at a later date, Subscriber will have access through the Alternate Pricing Materials at then-current undiscounted rates in accordance with the Price Schedule in addition to the Monthly Commitment.

Subscriber elects access to the Alternate Pricing Materials

(Initial)

## 7. CLOSED OFFER

The offer of LN contained herein is valid until September 20, 2009. In order to implement this Amendment by the first day of a calendar month, LN must receive this signed Amendment by the 20th day of the preceding month.

## 8. CONFIDENTIAL INFORMATION

Subject to any state open records or freedom of information statutes, this Amendment contains confidential pricing information of LN. Subscriber understands that disclosure of the pricing information contained herein could cause competitive harm to LN, and will receive and maintain this Amendment in trust and confidence and take reasonable precautions against such disclosure to any third person. This Section 8 will survive the termination or expiration of this Amendment.

## 9. MISCELLANEOUS

9.1 During the Term, use by and charges to the Participating Billgroups will not be eligible for other discounts or aggregation with the use of or charges for other billgroups.

9.2 During the Term, Subscriber may not terminate the Agreement. This Amendment may be terminated by Subscriber on the last day of any Commitment Period upon at least 30 days prior written notice to LN. This Amendment may also be terminated by Subscriber on 10 days prior written notice to LN in the event of any increase in the Monthly Commitment, excluding any increases listed in Section 5.1. To be effective, notice of termination pursuant to the preceding sentence must be given within 90 days of the increase.

9.3 All access to and use of the Online Services via mechanical, programmatic, robotic, scripted or any other automated means is strictly prohibited. Use of the Online Services is permitted only via manually conducted, discrete, individual search and retrieval activities.

9.4 UPON TERMINATION OR EXPIRATION OF THIS AMENDMENT, CONTINUED USE OF THE ONLINE SERVICES BY SUBSCRIBER IS GOVERNED BY THE AGREEMENT AND WILL BE BILLED IN ACCORDANCE WITH THE PRICE SCHEDULE.

9.5 All capitalized terms not defined herein will have the meanings ascribed to them in the Agreement, including the Price Schedule.

9.6 Except as expressly modified by this Amendment, all other terms and conditions of the Agreement will remain in full force and effect and unaffected by this Amendment. In the event of a conflict or inconsistencies between the Agreement and this Amendment, this Amendment will control. Except as set forth herein, this Amendment may not be modified or otherwise changed unless mutually agreed to by both parties in writing.

**AGREED TO AND ACCEPTED BY:**

HIDALGO COUNTY DISTRICT ATTORNEY  
SUBSCRIBER

LexisNexis, a division of Reed Elsevier Inc.

BY: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

THIS AMENDMENT DOES NOT BIND EITHER PARTY UNTIL IT HAS BEEN ACCEPTED BY BOTH PARTIES. SUBSCRIBER MAY ACCEPT THIS AMENDMENT BY SIGNING ABOVE. LN MAY ACCEPT THIS AMENDMENT BY PERFORMING ACCORDING TO THIS AMENDMENT OR BY SIGNING ABOVE.





**RENEW YOUR LEXISNEXIS SUBSCRIPTION  
NOW BY SIGNING THIS LETTER AGREEMENT**

Thank you for using LexisNexis as your provider of dynamic, up-to-date news, legal and business information. We are dedicated to giving you the cutting edge you need to thrive in today's business environment.

Currently you are using the LexisNexis services pursuant to a Subscription Plan Amendment (the "Amendment") that allows you to use selected information relevant to your needs in exchange for a fixed monthly commitment. The fixed-rate Amendment offers you significant savings over transactional or "pay-as-you-go" pricing. However, your Amendment will expire soon.

By signing below, you may extend the term for the following period at the new monthly commitment rate indicated below:

<b>Customer Name:</b>	Hidalgo County DA's Office	<b>Account Number:</b>	1188F0
-----------------------	----------------------------	------------------------	--------

Extension Period		Monthly Commitment	
<b>Beginning</b>	<u>9/1/2009</u>	<b>to</b>	<u>8/31/2010</u>
			<b>\$ 366</b>
<b>Beginning</b>	<u>9/1/2010</u>	<b>to</b>	<u>8/31/2011</u>
			<b>\$ 384</b>
<b>Beginning</b>	_____	<b>to</b>	_____
			<b>\$ _____</b>

<b>Current Number of Attorneys/Judges:</b> _____
<b>Current Number of Other Government Professionals:</b> _____

These changes will be effective on 9/1/2009. Except as expressly stated above, all other terms of the Amendment will remain unchanged and unaffected by this letter amendment.

If you have any questions about your new rate or would like to see a comparison of other pricing options, please contact me, your account representative, at:

Yvette V. Cleveland  
Account Manager - Government  
214-941-7055  
800-238-5853 x7393  
866-960-3861  
yvette.cleveland@lexisnexis.com

If you agree with the new monthly commitment and extended term, then please print this message, provide the information requested for the total number of attorneys and judges in your office along with the total of other government professionals then sign and date. Upon completion, return the signed letter amendment to me at the fax number listed above. In order for these changes to be effective on the date listed above, please sign and return this letter amendment no later than the 1st of September.

If you do not respond to this letter, please be advised that the Amendment will expire at the end of the current commitment period and you will be charged standard, transactional rates for use of the LexisNexis Services.

**Customer Name:** Hidalgo County DA's Office

**Authorized Signature:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**"Subscriber"**: Hidalgo County CSCD

**"LN"**: LexisNexis, a division of Reed Elsevier Inc.

In this Amendment (the "Amendment") Subscriber and LN agree to amend the Subscription Agreement (the "Agreement") previously or simultaneously executed between LN and Subscriber by adding to the Agreement the terms and conditions set forth below.

**1. TERM**

The term of this Amendment (the "Amendment") will begin (a) on the date Subscriber's billing account (a "Billgroup") is activated ("Activation") if Subscriber is a new LN customer, or (b) subject to Section 7, on the first day of the calendar month immediately following the execution of this Amendment and delivery of it to LN if Subscriber is an existing LN customer, and will continue until the last day of the final Commitment Period referenced in Section 5.1 (the "Term").

**2. AUTHORIZED USERS**

This Amendment relates only to the Subscriber's Billgroups and locations (the "Participating Billgroups") set forth below and the Authorized Users under the Participating Billgroups. "Authorized User" means an individual to whom Subscriber assigns an LN identification number under a Participating Billgroup ("LN ID"). Only Subscriber's employees, temporary employees, and contractors are eligible to be Authorized Users. Subscriber agrees that each LN ID may only be used by the Authorized User to whom it is assigned and may not be shared with or used by any other person, including other Authorized Users. Subscriber will manage its roster of Authorized Users and will promptly notify LN to deactivate an Authorized User's LN ID if the Authorized User no longer works for Subscriber or Subscriber otherwise wishes to terminate the Authorized User's access to the Online Services. Subscriber is responsible for all use of the Online Services accessed with LN IDs, including associated charges, and for use of the Online Services by temporary employees and contractors to the same extent as if they were Subscriber's employees. Subscriber will implement policies and procedures to prevent unauthorized use of LN IDs and will immediately notify LN, in writing, if it suspects that an LN ID is lost, stolen, compromised, or misused.

PARTICIPATING BILLGROUP #	LOCATION (CITY AND STATE)
12982N	Edinburg, TX

**3. CERTIFICATION**

Subscriber certifies that on the date this Amendment is signed by Subscriber there are \_\_\_\_ judges and attorneys, and \_\_\_\_ government professionals for a total of \_\_\_\_ users (the "Reference Number") in Subscriber's organization. Throughout the Term, Subscriber will immediately notify LN in writing of any change in the Reference Number if the total number of judges and attorneys falls below 11. Upon the request of LN, Subscriber will recertify to the Reference Number.

**4. MONTHLY SUBSCRIPTION CHARGE**

During the Term, the Monthly Subscription Charge in Section 3 of the then-current applicable price schedule (the "Price Schedule") will be waived.

**5. PREFERRED PRICING MATERIALS AND CHARGES**

5.1 In consideration of Subscriber's payment to LN of the monthly commitment amounts specified below (the "Monthly Commitment"), the Participating Billgroups will be provided access to and use of certain Materials, products, services and features, identified below by source/menu number (the "Preferred Pricing Materials"), available in the *lexis.com*<sup>SM</sup> service or the LN Online Services accessed via proprietary software (the "Classic Online Services"). If Subscriber is an existing LN customer and this is a revision to Subscriber's Preferred Pricing Materials and Monthly Commitment, fees will be prorated for the month in which the change becomes effective if the change occurs other than on the first day of the month. At no additional charge, the Participating Billgroups may do offline printing, online printing and saving to disk of Preferred Pricing Materials. If your subscription includes Research Advantage, then your access to and use of Research Advantage shall be subject to and governed by the additional terms and conditions set forth in the software media at the time of its installation.

PREFERRED PRICING MATERIALS	SOURCE/MENU NUMBER	SHEPARDS
(a) SmartLinx	JLSPR1	
(b)	RK00SL	
(c)	SPR001	
(d)		
(e)		
(f)		
(g)		
(h)		
(i)		
(j)		
(k)		
(l)		
(m)		
(n)		
(o)		

See attached Rider No. 1 for additional Preferred Pricing Materials

COMMITMENT PERIOD(S)			MONTHLY COMMITMENT
Beginning	9/1/2009	to 8/31/2010	\$ 1287
Beginning	9/1/2010	to 8/31/2011	\$ 1326
Beginning		to	\$
Beginning		to	\$
Beginning		to	\$

5.2 During the Term, the Monthly Commitment will be billed in lieu of the Information Charges specified in Section 1 of the Price Schedule for all access to and use of the Preferred Pricing Materials, except as otherwise provided in Section 5.3 and Section 6 (if elected) below.

5.3 The following Materials accessible from, but not included as part of the Preferred Pricing Materials, will be subject to monthly billing at the then-current standard undiscounted rates in accordance with the Price Schedule: (a) selected Images (those that include a charge in the Price Schedule); (b) Dun & Bradstreet Reports; and (c) Risk Solutions.

#### 6. ADDITIONAL CHARGES

The Participating Billgroups may have access to and use of the LN services and features not accessed through the Preferred Pricing Materials ("Alternate Pricing Materials"). If Subscriber so elects by initialing below, or by notifying LN at a later date, Subscriber will have access through the Alternate Pricing Materials at then-current undiscounted rates in accordance with the Price Schedule in addition to the Monthly Commitment.

\_\_\_\_ Subscriber elects access to the Alternate Pricing Materials  
(initial)

#### 7. CLOSED OFFER

The offer of LN contained herein is valid until September 20, 2009. In order to implement this Amendment by the first day of a calendar month, LN must receive this signed Amendment by the 20th day of the preceding month.

#### 8. CONFIDENTIAL INFORMATION

Subject to any state open records or freedom of information statutes, this Amendment contains confidential pricing information of LN. Subscriber understands that disclosure of the pricing information contained herein could cause competitive harm to LN, and will receive and maintain this Amendment in trust and confidence and take reasonable precautions against such disclosure to any third person. This Section 8 will survive the termination or expiration of this Amendment.

#### 9. MISCELLANEOUS

9.1 During the Term, use by and charges to the Participating Billgroups will not be eligible for other discounts or aggregation with the use of or charges for other billgroups.

9.2 During the Term, Subscriber may not terminate the Agreement. This Amendment may be terminated by Subscriber on the last day of any Commitment Period upon at least 60 days prior written notice to LN. This Amendment may also be terminated by Subscriber on 10 days prior written notice to LN in the event of any increase in the Monthly Commitment, excluding any increases listed in Section 5.1. To be effective, notice of termination pursuant to the preceding sentence must be given within 90 days of the increase.

9.3 All access to and use of the Online Services via mechanical, programmatic, robotic, scripted or any other automated means is strictly prohibited. Use of the Online Services is permitted only via manually conducted, discrete, individual search and retrieval activities.

9.4 UPON TERMINATION OR EXPIRATION OF THIS AMENDMENT, CONTINUED USE OF THE ONLINE SERVICES BY SUBSCRIBER IS GOVERNED BY THE AGREEMENT AND WILL BE BILLED IN ACCORDANCE WITH THE PRICE SCHEDULE.

9.5 All capitalized terms not defined herein will have the meanings ascribed to them in the Agreement, including the Price Schedule.

9.6 Except as expressly modified by this Amendment, all other terms and conditions of the Agreement will remain in full force and effect and unaffected by this Amendment. In the event of a conflict or inconsistencies between the Agreement and this Amendment, this Amendment will control. Except as set forth herein, this Amendment may not be modified or otherwise changed unless mutually agreed to by both parties in writing.

**AGREED TO AND ACCEPTED BY:**

**HIDALGO COUNTY CSCD**

SUBSCRIBER

**LexisNexis, a division of Reed Elsevier Inc.**

**BY:** \_\_\_\_\_

**BY:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

THIS AMENDMENT DOES NOT BIND EITHER PARTY UNTIL IT HAS BEEN ACCEPTED BY BOTH PARTIES. SUBSCRIBER MAY ACCEPT THIS AMENDMENT BY SIGNING ABOVE. LN MAY ACCEPT THIS AMENDMENT BY PERFORMING ACCORDING TO THIS AMENDMENT OR BY SIGNING ABOVE.

<b>"Subscriber"</b> : Hidalgo County JP Technology	<b>"LN"</b> : LexisNexis, a division of Reed Elsevier Inc.
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In this Amendment (the "Amendment") Subscriber and LN agree to amend the Subscription Agreement (the "Agreement") previously or simultaneously executed between LN and Subscriber by adding to the Agreement the terms and conditions set forth below.

**1. TERM**

The term of this Amendment (the "Amendment") will begin (a) on the date Subscriber's billing account (a "Billgroup") is activated ("Activation") if Subscriber is a new LN customer, or (b) subject to Section 7, on the first day of the calendar month immediately following the execution of this Amendment and delivery of it to LN if Subscriber is an existing LN customer, and will continue until the last day of the final Commitment Period referenced in Section 5.1 (the "Term").

**2. AUTHORIZED USERS**

This Amendment relates only to the Subscriber's Billgroups and locations (the "Participating Billgroups") set forth below and the Authorized Users under the Participating Billgroups. "Authorized User" means an individual to whom Subscriber assigns an LN identification number under a Participating Billgroup ("LN ID"). Only Subscriber's employees, temporary employees, and contractors are eligible to be Authorized Users. Subscriber agrees that each LN ID may only be used by the Authorized User to whom it is assigned and may not be shared with or used by any other person, including other Authorized Users. Subscriber will manage its roster of Authorized Users and will promptly notify LN to deactivate an Authorized User's LN ID if the Authorized User no longer works for Subscriber or Subscriber otherwise wishes to terminate the Authorized User's access to the Online Services. Subscriber is responsible for all use of the Online Services accessed with LN IDs, including associated charges, and for use of the Online Services by temporary employees and contractors to the same extent as if they were Subscriber's employees. Subscriber will implement policies and procedures to prevent unauthorized use of LN IDs and will immediately notify LN, in writing, if it suspects that an LN ID is lost, stolen, compromised, or misused.

PARTICIPATING BILLGROUP #	LOCATION (CITY AND STATE)
124ZV1	Edinburg, TX

**3. CERTIFICATION**

Subscriber certifies that on the date this Amendment is signed by Subscriber there are \_\_\_ judges and attorneys, and \_\_\_ government professionals for a total of \_\_\_ users (the "Reference Number") in Subscriber's organization. Throughout the Term, Subscriber will immediately notify LN in writing of any change in the Reference Number if the total number of judges and attorneys falls below 11. Upon the request of LN, Subscriber will recertify to the Reference Number.

**4. MONTHLY SUBSCRIPTION CHARGE**

During the Term, the Monthly Subscription Charge in Section 3 of the then-current applicable price schedule (the "Price Schedule") will be waived.

**5. PREFERRED PRICING MATERIALS AND CHARGES**

5.1 In consideration of Subscriber's payment to LN of the monthly commitment amounts specified below (the "Monthly Commitment"), the Participating Billgroups will be provided access to and use of certain Materials, products, services and features, identified below by source/menu number (the "Preferred Pricing Materials"), available in the *lexis.com*<sup>SM</sup> service or the LN Online Services accessed via proprietary software (the "Classic Online Services"). If Subscriber is an existing LN customer and this is a revision to Subscriber's Preferred Pricing Materials and Monthly Commitment, fees will be prorated for the month in which the change becomes effective if the change occurs other than on the first day of the month. At no additional charge, the Participating Billgroups may do offline printing, online printing and saving to disk of Preferred Pricing Materials. If your subscription includes Research Advantage, then your access to and use of Research Advantage shall be subject to and governed by the additional terms and conditions set forth in the software media at the time of its installation.



PREFERRED PRICING MATERIALS	SOURCE/MENU NUMBER	SHEPARDS
(a) _____	LESP	WSPR04
(b) _____		
(c) _____		
(d) _____		
(e) _____		
(f) _____		
(g) _____		
(h) _____		
(i) _____		
(j) _____		
(k) _____		
(l) _____		
(m) _____		
(n) _____		
(o) _____		

See attached Rider No. 1 for additional Preferred Pricing Materials

COMMITMENT PERIOD(S)			MONTHLY COMMITMENT
Beginning	9/1/2009	to 8/31/2010	\$ 1030
Beginning	9/1/2010	to 8/31/2011	\$ 1060
Beginning	_____	to _____	\$ _____
Beginning	_____	to _____	\$ _____
Beginning	_____	to _____	\$ _____

5.2 During the Term, the Monthly Commitment will be billed in lieu of the Information Charges specified in Section 1 of the Price Schedule for all access to and use of the Preferred Pricing Materials, except as otherwise provided in Section 5.3 and Section 6 (if elected) below.

5.3 The following Materials accessible from, but not included as part of the Preferred Pricing Materials, will be subject to monthly billing at the then-current standard undiscounted rates in accordance with the Price Schedule: (a) selected Images (those that include a charge in the Price Schedule); (b) Dun & Bradstreet Reports; and (c) Risk Solutions.

**6. ADDITIONAL CHARGES**

The Participating Billgroups may have access to and use of the LN services and features not accessed through the Preferred Pricing Materials ("Alternate Pricing Materials"). If Subscriber so elects by initialing below, or by notifying LN at a later date, Subscriber will have access through the Alternate Pricing Materials at then-current undiscounted rates in accordance with the Price Schedule in addition to the Monthly Commitment.

\_\_\_\_\_  
(initials) Subscriber elects access to the Alternate Pricing Materials

**7. CLOSED OFFER**

The offer of LN contained herein is valid until September 20, 2009. In order to implement this Amendment by the first day of a calendar month, LN must receive this signed Amendment by the 20th day of the preceding month.

**8. CONFIDENTIAL INFORMATION**

Subject to any state open records or freedom of information statutes, this Amendment contains confidential pricing information of LN. Subscriber understands that disclosure of the pricing information contained herein could cause competitive harm to LN, and will receive and maintain this Amendment in trust and confidence and take reasonable precautions against such disclosure to any third person. This Section 8 will survive the termination or expiration of this Amendment.

**9. MISCELLANEOUS**

9.1 During the Term, use by and charges to the Participating Billgroups will not be eligible for other discounts or aggregation with the use of or charges for other billgroups.

9.2 During the Term, Subscriber may not terminate the Agreement. This Amendment may be terminated by Subscriber on the last day of any Commitment Period upon at least 60 days prior written notice to LN. This Amendment may also be terminated by Subscriber on 10 days prior written notice to LN in the event of any increase in the Monthly Commitment, excluding any increases listed in Section 5.1. To be effective, notice of termination pursuant to the preceding sentence must be given within 90 days of the increase.

9.3 All access to and use of the Online Services via mechanical, programmatic, robotic, scripted or any other automated means is strictly prohibited. Use of the Online Services is permitted only via manually conducted, discrete, individual search and retrieval activities.

9.4 UPON TERMINATION OR EXPIRATION OF THIS AMENDMENT, CONTINUED USE OF THE ONLINE SERVICES BY SUBSCRIBER IS GOVERNED BY THE AGREEMENT AND WILL BE BILLED IN ACCORDANCE WITH THE PRICE SCHEDULE.

9.5 All capitalized terms not defined herein will have the meanings ascribed to them in the Agreement, including the Price Schedule.

9.6 Except as expressly modified by this Amendment, all other terms and conditions of the Agreement will remain in full force and effect and unaffected by this Amendment. In the event of a conflict or inconsistencies between the Agreement and this Amendment, this Amendment will control. Except as set forth herein, this Amendment may not be modified or otherwise changed unless mutually agreed to by both parties in writing.

**AGREED TO AND ACCEPTED BY:**

**HIDALGO COUNTY JP TECHNOLOGY**  
\_\_\_\_\_  
SUBSCRIBER

**LexisNexis, a division of Reed Elsevier Inc.**

**BY:** \_\_\_\_\_

**BY:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

THIS AMENDMENT DOES NOT BIND EITHER PARTY UNTIL IT HAS BEEN ACCEPTED BY BOTH PARTIES. SUBSCRIBER MAY ACCEPT THIS AMENDMENT BY SIGNING ABOVE. LN MAY ACCEPT THIS AMENDMENT BY PERFORMING ACCORDING TO THIS AMENDMENT OR BY SIGNING ABOVE.

**"Subscriber"**: Hidalgo County Constables

**"LN"**: LexisNexis, a division of Reed Elsevier Inc.

In this Amendment (the "Amendment") Subscriber and LN agree to amend the Subscription Agreement (the "Agreement") previously or simultaneously executed between LN and Subscriber by adding to the Agreement the terms and conditions set forth below.

### 1. TERM

The term of this Amendment (the "Amendment") will begin (a) on the date Subscriber's billing account (a "Billgroup") is activated ("Activation") if Subscriber is a new LN customer, or (b) subject to Section 7, on the first day of the calendar month immediately following the execution of this Amendment and delivery of it to LN if Subscriber is an existing LN customer, and will continue until the last day of the final Commitment Period referenced in Section 5.1 (the "Term").

### 2. AUTHORIZED USERS

This Amendment relates only to the Subscriber's Billgroups and locations (the "Participating Billgroups") set forth below and the Authorized Users under the Participating Billgroups. "Authorized User" means an individual to whom Subscriber assigns an LN identification number under a Participating Billgroup ("LN ID"). Only Subscriber's employees, temporary employees, and contractors are eligible to be Authorized Users. Subscriber agrees that each LN ID may only be used by the Authorized User to whom it is assigned and may not be shared with or used by any other person, including other Authorized Users. Subscriber will manage its roster of Authorized Users and will promptly notify LN to deactivate an Authorized User's LN ID if the Authorized User no longer works for Subscriber or Subscriber otherwise wishes to terminate the Authorized User's access to the Online Services. Subscriber is responsible for all use of the Online Services accessed with LN IDs, including associated charges, and for use of the Online Services by temporary employees and contractors to the same extent as if they were Subscriber's employees. Subscriber will implement policies and procedures to prevent unauthorized use of LN IDs and will immediately notify LN, in writing, if it suspects that an LN ID is lost, stolen, compromised, or misused.

PARTICIPATING BILLGROUP #	LOCATION (CITY AND STATE)
12802H	Edinburg, TX

### 3. CERTIFICATION

Subscriber certifies that on the date this Amendment is signed by Subscriber there are \_\_\_\_ judges and attorneys, and \_\_\_\_ government professionals for a total of \_\_\_\_ users (the "Reference Number") in Subscriber's organization. Throughout the Term, Subscriber will immediately notify LN in writing of any change in the Reference Number if the total number of judges and attorneys falls below 11. Upon the request of LN, Subscriber will recertify to the Reference Number.

### 4. MONTHLY SUBSCRIPTION CHARGE

During the Term, the Monthly Subscription Charge in Section 3 of the then-current applicable price schedule (the "Price Schedule") will be waived.

### 5. PREFERRED PRICING MATERIALS AND CHARGES

5.1 In consideration of Subscriber's payment to LN of the monthly commitment amounts specified below (the "Monthly Commitment"), the Participating Billgroups will be provided access to and use of certain Materials, products, services and features, identified below by source/menu number (the "Preferred Pricing Materials"), available in the *lexis.com*<sup>SM</sup> service or the LN Online Services accessed via proprietary software (the "Classic Online Services"). If Subscriber is an existing LN customer and this is a revision to Subscriber's Preferred Pricing Materials and Monthly Commitment, fees will be prorated for the month in which the change becomes effective if the change occurs other than on the first day of the month. At no additional charge, the Participating Billgroups may do offline printing, online printing and saving to disk of Preferred Pricing Materials. If your subscription includes Research Advantage, then your access to and use of Research Advantage shall be subject to and governed by the additional terms and conditions set forth in the software media at the time of its installation.



PREFERRED PRICING MATERIALS	SOURCE/MENU NUMBER	SHEPARDS
(a) LESP	WSPR04	
(b)		
(c)		
(d)		
(e)		
(f)		
(g)		
(h)		
(i)		
(j)		
(k)		
(l)		
(m)		
(n)		
(o)		

See attached Rider No. 1 for additional Preferred Pricing Materials

COMMITMENT PERIOD(S)			MONTHLY COMMITMENT
Beginning	9/1/2009	to 8/31/2010	\$ 644
Beginning	9/1/2010	to 8/31/2011	\$ 663
Beginning		to	\$
Beginning		to	\$
Beginning		to	\$

5.2 During the Term, the Monthly Commitment will be billed in lieu of the Information Charges specified in Section 1 of the Price Schedule for all access to and use of the Preferred Pricing Materials, except as otherwise provided in Section 5.3 and Section 6 (if elected) below.

5.3 The following Materials accessible from, but not included as part of the Preferred Pricing Materials, will be subject to monthly billing at the then-current standard undiscounted rates in accordance with the Price Schedule: (a) selected Images (those that include a charge in the Price Schedule); (b) Dun & Bradstreet Reports; and (c) Risk Solutions.

**6. ADDITIONAL CHARGES**

The Participating Billgroups may have access to and use of the LN services and features not accessed through the Preferred Pricing Materials ("Alternate Pricing Materials"). If Subscriber so elects by initialing below, or by notifying LN at a later date, Subscriber will have access through the Alternate Pricing Materials at then-current undiscounted rates in accordance with the Price Schedule in addition to the Monthly Commitment.

\_\_\_\_ Subscriber elects access to the Alternate Pricing Materials  
(initial)

**7. CLOSED OFFER**

The offer of LN contained herein is valid until September 20, 2009. In order to implement this Amendment by the first day of a calendar month, LN must receive this signed Amendment by the 20th day of the preceding month.

**8. CONFIDENTIAL INFORMATION**

Subject to any state open records or freedom of information statutes, this Amendment contains confidential pricing information of LN. Subscriber understands that disclosure of the pricing information contained herein could cause competitive harm to LN, and will receive and maintain this Amendment in trust and confidence and take reasonable precautions against such disclosure to any third person. This Section 8 will survive the termination or expiration of this Amendment.

**9. MISCELLANEOUS**

9.1 During the Term, use by and charges to the Participating Billgroups will not be eligible for other discounts or aggregation with the use of or charges for other billgroups.

9.2 During the Term, Subscriber may not terminate the Agreement. This Amendment may be terminated by Subscriber on the last day of any Commitment Period upon at least 60 days prior written notice to LN. This Amendment may also be terminated by Subscriber on 10 days prior written notice to LN in the event of any increase in the Monthly Commitment, excluding any increases listed in Section 5.1. To be effective, notice of termination pursuant to the preceding sentence must be given within 90 days of the increase.

9.3 All access to and use of the Online Services via mechanical, programmatic, robotic, scripted or any other automated means is strictly prohibited. Use of the Online Services is permitted only via manually conducted, discrete, individual search and retrieval activities.

9.4 UPON TERMINATION OR EXPIRATION OF THIS AMENDMENT, CONTINUED USE OF THE ONLINE SERVICES BY SUBSCRIBER IS GOVERNED BY THE AGREEMENT AND WILL BE BILLED IN ACCORDANCE WITH THE PRICE SCHEDULE.

9.5 All capitalized terms not defined herein will have the meanings ascribed to them in the Agreement, including the Price Schedule.

9.6 Except as expressly modified by this Amendment, all other terms and conditions of the Agreement will remain in full force and effect and unaffected by this Amendment. In the event of a conflict or inconsistencies between the Agreement and this Amendment, this Amendment will control. Except as set forth herein, this Amendment may not be modified or otherwise changed unless mutually agreed to by both parties in writing.

**AGREED TO AND ACCEPTED BY:**

**HIDALGO COUNTY CONSTABLES**

**LexisNexis, a division of Reed Elsevier Inc.**

SUBSCRIBER

BY: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

THIS AMENDMENT DOES NOT BIND EITHER PARTY UNTIL IT HAS BEEN ACCEPTED BY BOTH PARTIES. SUBSCRIBER MAY ACCEPT THIS AMENDMENT BY SIGNING ABOVE. LN MAY ACCEPT THIS AMENDMENT BY PERFORMING ACCORDING TO THIS AMENDMENT OR BY SIGNING ABOVE.

<b>"Subscriber"</b> : Hidalgo County District Judges	<b>"LN"</b> : LexisNexis, a division of Reed Elsevier Inc.
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In this Amendment (the "Amendment") Subscriber and LN agree to amend the Subscription Agreement (the "Agreement") previously or simultaneously executed between LN and Subscriber by adding to the Agreement the terms and conditions set forth below.

**1. TERM**

The term of this Amendment (the "Amendment") will begin (a) on the date Subscriber's billing account (a "Billgroup") is activated ("Activation") if Subscriber is a new LN customer, or (b) subject to Section 7, on the first day of the calendar month immediately following the execution of this Amendment and delivery of it to LN if Subscriber is an existing LN customer, and will continue until the last day of the final Commitment Period referenced in Section 5.1 (the "Term").

**2. AUTHORIZED USERS**

This Amendment relates only to the Subscriber's Billgroups and locations (the "Participating Billgroups") set forth below and the Authorized Users under the Participating Billgroups. "Authorized User" means an individual to whom Subscriber assigns an LN identification number under a Participating Billgroup ("LN ID"). Only Subscriber's employees, temporary employees, and contractors are eligible to be Authorized Users. Subscriber agrees that each LN ID may only be used by the Authorized User to whom it is assigned and may not be shared with or used by any other person, including other Authorized Users. Subscriber will manage its roster of Authorized Users and will promptly notify LN to deactivate an Authorized User's LN ID if the Authorized User no longer works for Subscriber or Subscriber otherwise wishes to terminate the Authorized User's access to the Online Services. Subscriber is responsible for all use of the Online Services accessed with LN IDs, including associated charges, and for use of the Online Services by temporary employees and contractors to the same extent as if they were Subscriber's employees. Subscriber will implement policies and procedures to prevent unauthorized use of LN IDs and will immediately notify LN, in writing, if it suspects that an LN ID is lost, stolen, compromised, or misused.

PARTICIPATING BILLGROUP #	LOCATION (CITY AND STATE)
109ZN6	Edinburg, TX

**3. CERTIFICATION**

Subscriber certifies that on the date this Amendment is signed by Subscriber there are \_\_\_ judges and attorneys, and \_\_\_ government professionals for a total of \_\_\_ users (the "Reference Number") in Subscriber's organization. Throughout the Term, Subscriber will immediately notify LN in writing of any change in the Reference Number if the total number of judges and attorneys falls below 11. Upon the request of LN, Subscriber will recertify to the Reference Number.

**4. MONTHLY SUBSCRIPTION CHARGE**

During the Term, the Monthly Subscription Charge in Section 3 of the then-current applicable price schedule (the "Price Schedule") will be waived.

**5. PREFERRED PRICING MATERIALS AND CHARGES**

5.1 In consideration of Subscriber's payment to LN of the monthly commitment amounts specified below (the "Monthly Commitment"), the Participating Billgroups will be provided access to and use of certain Materials, products, services and features, identified below by source/menu number (the "Preferred Pricing Materials"), available in the *lexis.com*<sup>SM</sup> service or the LN Online Services accessed via proprietary software (the "Classic Online Services"). If Subscriber is an existing LN customer and this is a revision to Subscriber's Preferred Pricing Materials and Monthly Commitment, fees will be prorated for the month in which the change becomes effective if the change occurs other than on the first day of the month. At no additional charge, the Participating Billgroups may do offline printing, online printing and saving to disk of Preferred Pricing Materials. If your subscription includes Research Advantage, then your access to and use of Research Advantage shall be subject to and governed by the additional terms and conditions set forth in the software media at the time of its installation.

PREFERRED PRICING MATERIALS	SOURCE/MENU NUMBER	SHEPARDS
(a) Pure Lexis	SBTNL0	Full
(b) News	SBTNN1	
(c) TX Matthew Bender	MBTX00	
(d) TX Public Records	SP00TX, SPRDTX, SPRVTX	
(e)		
(f)		
(g)		
(h)		
(i)		
(j)		
(k)		
(l)		
(m)		
(n)		
(o)		
<input type="checkbox"/> See attached Rider No. 1 for additional Preferred Pricing Materials		

	COMMITMENT PERIOD(S)		MONTHLY COMMITMENT
Beginning	9/1/2009	to 8/31/2010	\$ 168
Beginning	9/1/2010	to 8/31/2011	\$ 177
Beginning		to	\$
Beginning		to	\$
Beginning		to	\$

5.2 During the Term, the Monthly Commitment will be billed in lieu of the Information Charges specified in Section 1 of the Price Schedule for all access to and use of the Preferred Pricing Materials, except as otherwise provided in Section 5.3 and Section 6 (if elected) below.

5.3 The following Materials accessible from, but not included as part of the Preferred Pricing Materials, will be subject to monthly billing at the then-current standard undiscounted rates in accordance with the Price Schedule: (a) selected Images (those that include a charge in the Price Schedule); (b) Dun & Bradstreet Reports; and (c) Risk Solutions.

**6. ADDITIONAL CHARGES**

The Participating Billgroups may have access to and use of the LN services and features not accessed through the Preferred Pricing Materials ("Alternate Pricing Materials"). If Subscriber so elects by initialing below, or by notifying LN at a later date, Subscriber will have access through the Alternate Pricing Materials at then-current undiscounted rates in accordance with the Price Schedule in addition to the Monthly Commitment.

Subscriber elects access to the Alternate Pricing Materials  
 \_\_\_\_\_  
 (initial)

**7. CLOSED OFFER**

The offer of LN contained herein is valid until September 20, 2009. In order to implement this Amendment by the first day of a calendar month, LN must receive this signed Amendment by the 20th day of the preceding month.

**8. CONFIDENTIAL INFORMATION**

Subject to any state open records or freedom of information statutes, this Amendment contains confidential pricing information of LN. Subscriber understands that disclosure of the pricing information contained herein could cause competitive harm to LN, and will receive and maintain this Amendment in trust and confidence and take reasonable precautions against such disclosure to any third person. This Section 8 will survive the termination or expiration of this Amendment.

**9. MISCELLANEOUS**

9.1 During the Term, use by and charges to the Participating Billgroups will not be eligible for other discounts or aggregation with the use of or charges for other billgroups.

9.2 During the Term, Subscriber may not terminate the Agreement. This Amendment may be terminated by Subscriber on the last day of any Commitment Period upon at least 60 days prior written notice to LN. This Amendment may also be terminated by Subscriber on 10 days prior written notice to LN in the event of any increase in the Monthly Commitment, excluding any increases listed in Section 5.1. To be effective, notice of termination pursuant to the preceding sentence must be given within 90 days of the increase.

9.3 All access to and use of the Online Services via mechanical, programmatic, robotic, scripted or any other automated means is strictly prohibited. Use of the Online Services is permitted only via manually conducted, discrete, individual search and retrieval activities.

9.4 UPON TERMINATION OR EXPIRATION OF THIS AMENDMENT, CONTINUED USE OF THE ONLINE SERVICES BY SUBSCRIBER IS GOVERNED BY THE AGREEMENT AND WILL BE BILLED IN ACCORDANCE WITH THE PRICE SCHEDULE.

9.5 All capitalized terms not defined herein will have the meanings ascribed to them in the Agreement, including the Price Schedule.

9.6 Except as expressly modified by this Amendment, all other terms and conditions of the Agreement will remain in full force and effect and unaffected by this Amendment. In the event of a conflict or inconsistencies between the Agreement and this Amendment, this Amendment will control. Except as set forth herein, this Amendment may not be modified or otherwise changed unless mutually agreed to by both parties in writing.

**AGREED TO AND ACCEPTED BY:**

**HIDALGO COUNTY DISTRICT JUDGES**

**LexisNexis, a division of Reed Elsevier Inc.**

SUBSCRIBER

**BY:** \_\_\_\_\_

**BY:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

THIS AMENDMENT DOES NOT BIND EITHER PARTY UNTIL IT HAS BEEN ACCEPTED BY BOTH PARTIES. SUBSCRIBER MAY ACCEPT THIS AMENDMENT BY SIGNING ABOVE. LN MAY ACCEPT THIS AMENDMENT BY PERFORMING ACCORDING TO THIS AMENDMENT OR BY SIGNING ABOVE.



**RENEW YOUR LEXISNEXIS SUBSCRIPTION  
NOW BY SIGNING THIS LETTER AGREEMENT**

Thank you for using LexisNexis as your provider of dynamic, up-to-date news, legal and business information. We are dedicated to giving you the cutting edge you need to thrive in today's business environment.

Currently you are using the LexisNexis services pursuant to a Subscription Plan Amendment (the "Amendment") that allows you to use selected information relevant to your needs in exchange for a fixed monthly commitment. The fixed-rate Amendment offers you significant savings over transactional or "pay-as-you-go" pricing. However, your Amendment will expire soon.

By signing below, you may extend the term for the following period at the new monthly commitment rate indicated below:

<b>Customer Name:</b> Hidalgo County Clerk	<b>Account Number:</b> 129D6F
--	-------------------------------

Extension Period		Monthly Commitment	
<b>Beginning</b> <u>9/1/2009</u>	<b>to</b> <u>11/30/2009</u>	<b>\$</b> <u>1000</u>	
<b>Beginning</b> _____	<b>to</b> _____	<b>\$</b> _____	
<b>Beginning</b> _____	<b>to</b> _____	<b>\$</b> _____	

<b>Current Number of Attorneys/Judges:</b> _____
<b>Current Number of Other Government Professionals:</b> _____

These changes will be effective on 9/1/2009. Except as expressly stated above, all other terms of the Amendment will remain unchanged and unaffected by this letter amendment.

If you have any questions about your new rate or would like to see a comparison of other pricing options, please contact me, your account representative, at:

Yvette V. Cleveland  
Account Manager - Government  
214-941-7055  
800-238-5853 x7393  
866-960-3861  
yvette.cleveland@lexisnexis.com

If you agree with the new monthly commitment and extended term, then please print this message, provide the information requested for the total number of attorneys and judges in your office along with the total of other government professionals then sign and date. Upon completion, return the signed letter amendment to me at the fax number listed above. In order for these changes to be effective on the date listed above, please sign and return this letter amendment no later than the 1st of September.

If you do not respond to this letter, please be advised that the Amendment will expire at the end of the current commitment period and you will be charged standard, transactional rates for use of the LexisNexis Services.

**Customer Name:** Hidalgo County Clerk

**Authorized Signature:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_



For 01/01/09 - 01/31/10

Expenditure Summary Report

FJEXS02A

Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

Account No/Descriptio

Account No/Descriptio	Original	Adjusted	Encumbrances		Expenditures		Available	Pct
	Budget		Budget	Current	Y-T-D	Current		
1222 DISTRICT ATTORNEY BAD CHECK PROCESSING								
9-1222-412-00-080-006-0-342 DA BAD CK-INFO & CREDIT SERVICES								
3,000.00	.00	3,000.00	.00	.00	628.00	628.00	2,372.00	79.07
1222 DISTRICT ATTORNEY BAD CHECK PROCESSING								
3,000.00	.00	3,000.00	.00	.00	628.00	628.00	2,372.00	79.07
1223 DISTRICT ATTORNEY INVESTIGATION HB65								
9-1223-412-00-080-007-0-342 DA INVESTIGATION HB65-INFO & CREDIT SERV								
1,500.00	.00	1,500.00	.00	.00	.00	.00	1,500.00	100.00
1223 DISTRICT ATTORNEY INVESTIGATION HB65								
1,500.00	.00	1,500.00	.00	.00	.00	.00	1,500.00	100.00
1242 JUSTICE COURT TECHNOLOGY								
9-1242-412-00-060-001-0-342 JUSTICE CRT TECH-INFO & CREDIT SERVICES								
.00	8,000.00	8,000.00	1,000.00	1,000.00	6,000.00	6,000.00	1,000.00	12.50
1242 JUSTICE COURT TECHNOLOGY								
.00	8,000.00	8,000.00	1,000.00	1,000.00	6,000.00	6,000.00	1,000.00	12.50
1252 HIDTA FEDERAL SHARING-US TREASURY								
9-1252-412-00-270-012-0-342 HIDTA US TREASURY-INFO & CREDIT SERVICES								
1,000.00	3,000.00	4,000.00	1,677.96	1,677.96	1,837.20	1,837.20	484.84	12.12
1252 HIDTA FEDERAL SHARING-US TREASURY								
1,000.00	3,000.00	4,000.00	1,677.96	1,677.96	1,837.20	1,837.20	484.84	12.12
1282 DESIGNATED PURPOSE GRANTS LVL 2								
9-1282-412-30-085-001-9-342 PUBLIC DEFENDER-INFO & CREDIT SERVICES								
.00	2,000.27	2,000.27	.00	.00	.00	.00	2,000.27	100.00
1282 DESIGNATED PURPOSE GRANTS LVL 2								
.00	2,000.27	2,000.27	.00	.00	.00	.00	2,000.27	100.00
1291 HIDTA								
9-1291-412-00-270-003-8-342 HIDTA TASK FORCE-INFO & CREDIT SERVICES								
.00	1,098.48	1,098.48	.00	.00	1,098.48	1,098.48	.00	.00
9-1291-412-00-270-003-9-342 HIDTA TASK FORCE-INFO & CREDIT SERVICES								
.00	1,800.00	1,800.00	.00	.00	774.00	774.00	1,026.00	57.00
1291 HIDTA								
.00	2,898.48	2,898.48	.00	.00	1,872.48	1,872.48	1,026.00	35.40
1297 ADULT PROBATION								
9-1297-423-00-320-002-9-342 BASIC SUPERVISION-INFO & CREDIT SERVICES								
.00	10,000.00	10,000.00	1,250.00	1,250.00	8,750.00	8,750.00	.00	.00
1297 ADULT PROBATION								
.00	10,000.00	10,000.00	1,250.00	1,250.00	8,750.00	8,750.00	.00	.00
9 YEAR								
47,922.00	37,416.75	85,338.75	7,333.96	7,333.96	46,089.59	46,089.59	31,915.20	37.40



AI-17208

23.A.6.

**Proposal Acceptance -Asbestos Abatement-Old Administration Building Renovations  
CC REGULAR**

**Date:** 09/01/2009

**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 to award the proposal received from Chemical Response & Remediation Contractors, Inc. (through Hidalgo County's membership/participation with TIPS (The Interlocal Purchasing System's awarded vendor) for the provision of labor, materials and related accessories, as per specifications developed by Raba Kistner Consultants, Inc. for "Hidalgo County -Asbestos Abatement for the Old Administration Building" (Project #09-071D) in the total amount of \$88,318.00.

**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:**

\$2,205,771.21 available balance as of 08/28/09. rc  
CO,2006-OLD ADM BLDG-BLDG ADD & RENOV

**Attachments**

Link: [CRRC Asbestos Abatement Proposal](#)

Link: [verification letter](#)

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/28/2009 12:06 PM	APRV
2	Budget & Management	Erika Zamora	08/28/2009 01:12 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	08/28/2009 02:34 PM	APRV
4	Auditor's Office		08/28/2009 06:08 PM	NEW
Form Started By: Moises Salazar			Started On: 08/27/2009 11:06 AM	

Final Approval Date: 08/28/2009

RFP  
For:  
**HIDALGO COUNTY**  
**"ASBESTOS ABATEMENT FOR OLD ADMINISTRATION BUILDING"**  
**RFP NO.: 2009-071D-08-04-MSS**

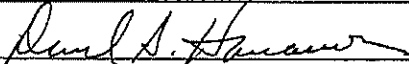
To: Moises Salazar, Buyer  
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building  
Mailing/Postal Address: 2812 S. Business Hwy. 281  
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned Participant proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned Participant further agrees, upon acceptance of its RFP, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Participant acknowledges receipt of all of the pages of the documents referenced in the Invitation to RFP Checklist presented in connection with this procurement. Participant understands that Hidalgo County reserves the right to reject any or all RFPs and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFP.

Participant agrees that this RFP shall be good and may not be withdrawn for a period of thirty (30) calendar days after the scheduled closing time for receiving RFPs, as contained in the Specifications.

Respectfully submitted,

Participant:	Chemical Response & Remediation Contractors, Inc.
Address:	P.O. Box 2686, Harlingen, TX 78551
By:	
Printed Name:	David A. Hanawa
Title:	President

*(Must be submitted with the Proposal)*

HIDALGO COUNTY  
"ASBESTOS ABATEMENT FOR OLD ADMINISTRATION BUILDING"  
Project No. 2009-071D-08-04-MSS

REQUEST FOR PROPOSAL

EXHIBIT "B"

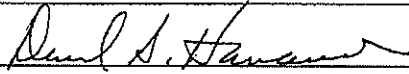
PROPOSAL PAGE:



TIPS CONTRACT NO. 08-032609	
PROJECT TOTAL AS PER TIPS CONTRACT PRICING:	\$ 88,318.00



**A DETAILED BREAKDOWN IS REQUIRED TO BE INCLUDED WITH RESPONSE ON SEPARATE SHEETS SHOWING THE AWARDED CONTRACT NUMBER FOR CONTRACT PRICE REVIEW AND CONFIRMATION.**

VENDOR NAME:	Chemical Response & Remediation Contractors, Inc.
ADDRESS:	P.O. Box 2686
CITY, STATE, ZIP	Harlingen, TX 78551
AUTHORIZED SIGNATURE	
TITLE	President
TELEPHONE NUMBER	(956) 365-4252
FAX NUMBER	(956) 365-4412
E-MAIL ADDRESS	dhanawa@chemicalresponse.com

**EXHIBIT "C"**  
**Insurance Requirements**  
**Applicable to the Acquisition of Goods and /or Services (other than**  
**Professional Services)**

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar (\$500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.
2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars (\$300,000.00) per person and Five Hundred Thousand Dollars (\$500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand (\$500,000.00) arising out of the services provided to County hereunder.
3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

**Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).** Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/02/08

<b>ACORD</b>		<b>CERTIFICATE OF INSURANCE</b>		DATE (MM/DD/YY)
PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.		
INSURED		INSURERS AFFORDING COVERAGE		
		INSURER A:		
		INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		

**COVERAGES**

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<b>GENERAL LIABILITY</b>				EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PROPERTY DAMAGE (Per one fire) \$
	<input type="checkbox"/> CLAIMS MADE OCCUR				MEDICAL (Per one person) \$
	<input type="checkbox"/> OWNER'S & CGMT PROT				PERSONAL & ADV INJURY \$
	<input type="checkbox"/> OWNER'S PROTECTIVE LIABILITY				ANNUAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER POLICY PROJECT <input type="checkbox"/> LOC <input type="checkbox"/>				PRODUCTS - CCN/OP AGG \$
B	<b>AUTOMOBILE LIABILITY</b>				COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HERED AUTOS				
	<input type="checkbox"/> NON OWNED AUTOS				
	<b>GARAGE LIABILITY</b>				AUTO ONLY-EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY EA ACC AGG \$
C	<b>EXCESS LIABILITY</b>				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
D	<b>WORKERS COMPENSATION AND EMPLOYER'S LIABILITY</b>				WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/>
					E.L. EACH ACCIDENT \$
					E.L. DISEASE-EA EMPLOYEE \$
	<b>OTHER</b>				E.L. DISEASE-POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
Hidalgo County Attn: Purchasing Department 2812 S Highway Bus. 281 Edinburg, Texas 78539		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

## Insurance Requirement Acknowledgment

I, David A. Hanawa, authorized representative for Chemical Response & Remediation,  
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;
- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: \$ 1,000,000 General Liability: \$ 5,000,000

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

David A. Hanawa  
Authorized Representative

08/25/09  
Date

### **Notice to Bidder:**

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly** basis to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

**THIS FORM MUST ACCOMPANY BID PACKET**

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/15/2009

PRODUCER (956)423-6986 FAX (956)423-4205  
Texas Insurance Managers  
410 E. Harrison  
P. O. Box 531728  
Harlingen, TX 78553

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

INSURED Chemical Response & Remediation Contractors, Inc  
P.O. Box 2686  
Harlingen, TX 78551-2686

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A Endurance American Ins Co	
INSURER B Arch Insurance Group	
INSURER C	
INSURER D	
INSURER E	

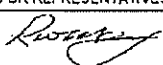
## COVERAGES

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

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Pollution/Professional (claims made) GEN'L AGGREGATE LIMIT APPL ES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	ECC10100578800  RETRO DATE: 2/23/02	02/23/2009	02/23/2010	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Broad Pollution	FBCAT0108701	06/11/2009	06/11/2010	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS OTH-EP E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
OTHER					

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

Re: All Operations Including Asbestos and Mold Consulting and Remediation. The Certificate holder has been named as an additional insured with respect to the General Liability only, when required by written contract per endorsement FEI-319-ECC-708. Waiver of Subrogation applies in favor of certificate holder when required by written contract per endorsement FEI-320-ECC-708.

CERTIFICATE HOLDER	CANCELLATION
For Information Only Insured's Copy	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE Richard May/JOSIE 

<b>ACORD™ CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 03/12/09
PRODUCER 1-281-320-2010 Arthur J. Gallagher Risk Management Services, Inc. PO Box 1749 Spring, TX 77383-1749	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Chemical Response & Remediation Contractors, Inc. PO Box 2686 Harlingen, TX 78551	INSURERS AFFORDING COVERAGE	NAIC #
	INSURER A: TEXAS MUT INS CO	22945
	INSURER B: HARTFORD CAS INS CO	29424
	INSURER C:	
	INSURER D:	
	INSURER E:	

**COVERAGES**

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

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	TSP0001140958	01/31/09	01/31/10	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	<b>OTHER</b> Inland Marine	61MSTT3059	01/31/09	01/31/10	Leased/Rented Eq 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 Re: All Operations Including Asbestos and Mold Consulting and Remediation

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
For Information Only	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>William D. Moran</i>



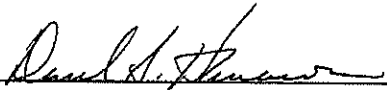
**PROJECT REQUIREMENTS  
ACKNOWLEDGMENT**

This is to certify that I, David A. Hanawa, possess all of the APPLICABLE:

1. Licenses: See Attached
2. Bonds: N/A
3. Certificates: See Attached
4. Permits: Will acquire when needed
5. Other: \_\_\_\_\_

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

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

  
Authorized Signature

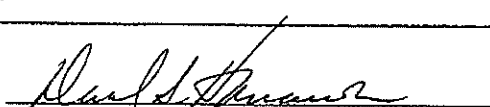
08/25/09  
Date

Chemical Response & Remediation Contractors  
Company

P.O. Box 2686  
Address

Harlingen, TX 78551  
City, State, Zip

## EXHIBIT "D"

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> For vendor or other person doing business with local governmental entity		<b>FORM CIQ</b>
<p><small>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</small></p> <p><small>This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</small></p> <p><small>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</small></p> <p><small>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</small></p>	<b>OFFICE USE ONLY</b> <hr/> Date Received:	
<p><b>1</b> Name of person who has a business relationship with local governmental entity.</p> <p style="text-align: center; font-size: 1.2em;">N/A</p>		
<p><b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="font-size: 0.8em;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>		
<p><b>3</b> Name of local government officer with whom filer has employment or business relationship.</p> <p style="text-align: center; font-size: 1.2em;">N/A</p> <p style="text-align: center; font-size: 0.8em;">Name of Officer</p> <p><small>This section (item 3 including subparts A, B, C &amp; D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</small></p> <p><b>A.</b> Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes      <input checked="" type="checkbox"/> N/A No                 </p> <p><b>B.</b> Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes      <input checked="" type="checkbox"/> N/A No                 </p> <p><b>C.</b> Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes      <input checked="" type="checkbox"/> N/A No                 </p> <p><b>D.</b> Describe each employment or business relationship with the local government officer named in this section.</p> <p style="text-align: center; font-size: 1.2em;">N/A</p>		
<p><b>4</b></p> <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;">   <hr style="width: 100%;"/> <small>Signature of person doing business with the governmental entity</small> </div> <div style="text-align: center;"> <p style="font-size: 1.2em;">09/25/09</p> <hr style="width: 100%;"/> <small>Date</small> </div> </div>		

PROPOSER'S AFFIDAVIT  
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION  
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING

STATE OF TEXAS  
COUNTY OF HIDALGO

Affiant, David A. Hanaoka, being first duly sworn, deposes that:

- (1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.
- (2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.
- (3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.
- (4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

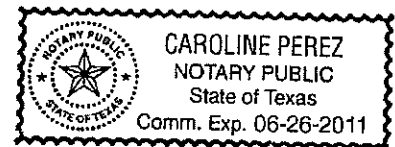
Signature/Title: \_\_\_\_\_

David A. Hanaoka, President

Subscribed and sworn to before me this 25<sup>th</sup> day of August 2009.

Caroline Perez

Notary Public



My commission expires: 06/26/2011, 2009.



**Awards**

# **Chemical Responese & Remediation**

**Commodity Category – Trades, Temporary Labor and Materials**

**Contract # 08-032609 Effective Dates 03/26/09 – 03/26/12**

THIS CONTRACT WILL RENEW ANNUALLY AUTOMATICALLY FOR YEARS 2010 AND 2011, IF BOTH PARTIES AGREE.

*David Mabe*

Deputy Executive Director  
Region VIII ESC

*Harvey Hohenberger Jr.*

Executive Director  
Region VIII ESC

TABLE 1  
Hidalgo County Old Courthouse  
100 E. Cano

DESCRIPTION	UNIT COST	NO. OF UNITS	TOTAL
DSHS CONTRACTOR LICENSE	\$100.00	1	\$100.00
PERSONNEL			
DSHS Asbestos Supervisor (per day)	\$480.00	1	\$480.00
DSHS Licensed Worker (per day)	\$400.00	6	\$2,400.00
EQUIPMENT			\$0.00
Light Truck per day plus fuel	\$65.00	1	\$65.00
Super Duty Crew Cab Truck per day plus fuel	\$95.00	1	\$95.00
fuel per day	\$50.00	1	\$50.00
Remediation Trailer per day	\$100.00	1	\$100.00
HEPA Filtered Air Scrubbers (per 8 hour shift) each	\$50.00	8	\$400.00
Airless Sprayer (8 hour shift) each	\$50.00	1	\$50.00
PPE per worker per day	\$25.00	7	\$175.00
Decon Shower System (per day) each	\$100.00	1	\$100.00
SUBTOTAL PER DAY			\$4,015.00
PROJECT LENGTH (working days)			20
PROJECT SUBTOTAL			\$80,300.00
MATERIALS			
6 mil Poly Sheeting (20'x100') per roll	\$90.00	20	\$1,800.00
4 mil Poly Sheeting (10'x100') per roll	\$65.00	10	\$650.00
Carpet Protector per roll	\$80.00		\$0.00
Spray Adhesive per can	\$7.00	48	\$336.00
Duct Tape per roll	\$7.00	48	\$336.00
Mastic Remover ( low VOC) per gallon	\$10.00	30	\$300.00
Buffer Pads each	\$14.00	4	\$56.00
SUBTOTAL MATERIALS			\$3,478.00
ACM TRANSPORTATION AND DISPOSAL			
DSHS TRANSPORTER LICENSE	\$100.00	1	\$100.00
CDL Driver per hour	\$50.00	4	\$200.00
Truck, RollOff per hour plus fuel	\$45.00	4	\$180.00
Fuel	\$50.00	1	\$50.00
RollOff Container, 40 YD, closed top	\$50.00	1	\$50.00
RollOff Container poly liner	\$50.00	1	\$50.00
DISPOSAL ACM per YD	\$40.00	30	\$1,200.00
SUBTOTAL PER PULL			\$1,830.00
NUMBER OF PULLS			2
SUBTOTAL ACM T&D			\$3,660.00
CONSTRUCTION DEBRIS T&D			
CDL Driver	\$50.00	4	\$200.00
Truck, RollOff per hour plus fuel	\$45.00	4	\$180.00
Fuel	\$50.00	1	\$50.00
RollOff Container, 30 YD, open top	\$50.00	1	\$50.00
DISPOSAL CONSTRUCTION DEBRIS per ton	\$40.00	10	\$400.00
SUBTOTAL PER PULL			\$880.00
NUMBER OF PULLS			1
SUBTOTAL T&D			\$880.00
GRAND TOTAL			\$88,318.00

CRRC - Asbestos Consulting Services	
DESCRIPTION	Unit Cost
DSHS ASBESTOS CONSULTING AGENCY LICENSE per day	\$100.00
<b>PERSONNEL</b>	
DSHS Licensed Asbestos Consultant (per hour)	\$80.00
Overtime Rate	\$80.00
Weekend Rate	\$80.00
Evening (after hours) Rate	\$100.00
Holiday Rate	\$150.00
DSHS Licensed Project Manager and Air Monitoring Technician (per hour) dual license	\$50.00
Overtime Rate	\$75.00
Weekend Rate	\$75.00
Evening (after hours) Rate	\$75.00
Holiday Rate	\$100.00
DSHS Licensed Project Manager or Air Monitoring Technician (per hour) single license	\$40.00
Overtime Rate	\$60.00
Weekend Rate	\$60.00
Evening (after hours) Rate	\$60.00
Holiday Rate	\$80.00
DSHS Licensed Inspector and/or Management Planner (per hour)	\$50.00
Overtime Rate	\$75.00
Weekend Rate	\$75.00
Evening (after hours) Rate	\$75.00
Holiday Rate	\$100.00
Clerical (per hour)	\$30.00
Overtime Rate	\$45.00
Weekend Rate	\$45.00
Evening (after hours) Rate	\$45.00
Holiday Rate	\$50.00
<b>EQUIPMENT</b>	
Light Truck per day plus fuel	\$65.00
Super Duty Crew Cab Truck per day plus fuel	\$95.00
High Volume Air Sampling Pump (per 8 hour shift) each	\$10.00
Low Volume Air Sampling Pump (per 8 hour shift) each	\$10.00
PCM Microscope, Acetone Vaporizer and supplies (per 8 hour shift)	\$50.00
Less than 6 KW Portable Generator per 8 hour shift plus fuel	\$50.00
Electric Leaf Blower per day	\$20.00
<b>LABORATOR ANALYSIS BY DSHS LICENSED LABORATORY</b>	
Phase Contrast Microscopy (CRRC PCM) each	\$10.00
Polarized Light Microscopy (Third Party PLM, 3-5 day turnaround) each	\$25.00
Polarized Light Microscopy (Third Party PLM, 1 day turnaround) each	\$50.00
Transmission Electron Microscopy (Third Party TEM, 1 day turnaround) each	\$120.00
Sample Delivery (Overnight) each package	\$25.00

DSHS - Department of State Health Services  
 Standard Hours (Monday through Friday) 8AM to 5PM  
 Lodging, Per Diem charged at Federal General Services Administration (GSA) Schedule  
 All other equipment, materials and supplies will be charged at cost plus 15%  
 Mob/Demob and Standby Charges negotiated on a project by project basis.

CRRC - Asbestos Abatement Services	
DESCRIPTION	Unit Cost
DSHS ASBESTOS CONTRACTOR LICENSE per day	\$100.00
<b>PERSONNEL</b>	
DSHS Licensed Asbestos Supervisor (per hour)	\$60.00
Overtime Rate	\$90.00
Weekend Rate	\$90.00
Evening (after hours) Rate	\$90.00
Holiday Rate	\$120.00
Accredited Supervisor (per hour)	\$50.00
Overtime Rate	\$75.00
Weekend Rate	\$75.00
Evening (after hours) Rate	\$75.00
Holiday Rate	\$100.00
DSHS Licensed Worker (per hour)	\$50.00
Overtime Rate	\$75.00
Weekend Rate	\$75.00
Evening (after hours) Rate	\$75.00
Holiday Rate	\$100.00
Accredited Worker (per hour)	\$40.00
Overtime Rate	\$60.00
Weekend Rate	\$60.00
Evening (after hours) Rate	\$60.00
Holiday Rate	\$80.00
Clerical (per hour)	\$30.00
Overtime Rate	\$45.00
Weekend Rate	\$45.00
Evening (after hours) Rate	\$45.00
Holiday Rate	\$50.00
<b>EQUIPMENT</b>	
Light Truck per day plus fuel	\$65.00
Super Duty Crew Cab Truck per day plus fuel	\$95.00
Remediation Trailer per day	\$100.00
HEPA Filtered Air Scrubbers (per 8 hour shift) each	\$50.00
Dehumidifiers (Driez 1200 or equivalent per 8 hour shift) each	\$50.00
Less than 6 KW Portable Generator per 8 hour shift plus fuel	\$50.00
Low Speed Floor Buffer (per 8 hour shift) each	\$35.00
Airless Sprayer (8 hour shift) each	\$50.00
PPE (Disposable coveralls, respirators, gloves, safety glasses) per worker per day	\$25.00
Decon Shower System (per day) each	\$100.00
<b>MATERIALS</b>	
6 mil Poly Sheeting (20'x100') per roll	\$90.00
4 mil Poly Sheeting (10'x100') per roll	\$65.00
Carpet Protector per roll	\$80.00
Spray Adhesive per can	\$7.00
Duct Tape per roll	\$7.00
Mastic Remover ( low VOC) per gallon	\$10.00
Buffer Pads each	\$14.00

DSHS - Department of State Health Services

PPE - Personal Protective Equipment

Standard Hours (Monday through Friday) 8AM to 5PM

Lodging, Per Diem charged at Federal General Services Administration (GSA) Schedule

All other equipment, materials and supplies will be charged at cost plus 15%

Mob/Demob and Standby Charges negotiated on a project by project basis.

CRRC - Mold Assessment Consulting Services	
DESCRIPTION	Unit Cost
DSHS MOLD ASSESSMENT COMPANY LICENSE per day	\$100.00
<b>PERSONNEL</b>	
DSHS Licensed Mold Assessment Consultant (per hour)	\$80.00
Overtime Rate	\$100.00
Weekend Rate	\$100.00
Evening (after hours) Rate	\$100.00
Holiday Rate	\$120.00
DSHS Licensed Mold Assessment Technician (per hour)	\$60.00
Overtime Rate	\$90.00
Weekend Rate	\$90.00
Evening (after hours) Rate	\$90.00
Holiday Rate	\$120.00
Mold Assessment Technician (per hour) working under Consultant	\$50.00
Overtime Rate	\$75.00
Weekend Rate	\$75.00
Evening (after hours) Rate	\$75.00
Holiday Rate	\$100.00
Clerical (per hour)	\$30.00
Overtime Rate	\$45.00
Weekend Rate	\$45.00
Evening (after hours) Rate	\$45.00
Holiday Rate	\$50.00
<b>EQUIPMENT</b>	
Light Truck per day plus fuel	\$65.00
Super Duty Crew Cab Truck per day plus fuel	\$95.00
Air-O-Cell Type Air Sampling Pump (per 8 hour shift) each	\$10.00
High Volume Anderson N6 Sampling Pump (per 8 hour shift) each	\$20.00
Less than 6 KW Portable Generator per 8 hour shift plus fuel	\$50.00
<b>LABORATOR ANALYSIS BY DSHS LICENSED LABORATORY</b>	
Direct Exam (Third Party Laboratory) each	\$100.00
Culture and Direct Exam (Third Party Laboratory) each	\$150.00
Sample Delivery (Overnight) each package	\$25.00

DSHS - Department of State Health Services

Standard Hours (Monday through Friday) 8AM to 5PM

Lodging, Per Diem charged at Federal General Services Administration (GSA) Schedule

All other equipment, materials and supplies will be charged at cost plus 15%

Mob/Demob and Standby Charges negotiated on a project by project basis.



CRR - Mold Remediation Services	
DESCRIPTION	Unit Cost
DSHS MOLD REMEDIATION COMPANY LICENSE per day	\$100.00
PERSONNEL	
DSHS Licensed Mold Contractor (per hour)	\$60.00
Overtime Rate	\$90.00
Weekend Rate	\$90.00
Evening (after hours) Rate	\$90.00
Holiday Rate	\$120.00
DSHS Licensed Mold Remediation Worker (per hour)	\$50.00
Overtime Rate	\$75.00
Weekend Rate	\$75.00
Evening (after hours) Rate	\$75.00
Holiday Rate	\$100.00
Mold Remediation Worker (per hour) working under Licensed Contractor Direction	\$40.00
Overtime Rate	\$60.00
Weekend Rate	\$60.00
Evening (after hours) Rate	\$60.00
Holiday Rate	\$80.00
Clerical (per hour)	\$30.00
Overtime Rate	\$45.00
Weekend Rate	\$45.00
Evening (after hours) Rate	\$45.00
Holiday Rate	\$50.00
EQUIPMENT	
Light Truck per day plus fuel	\$65.00
Super Duty Crew Cab Truck per day plus fuel	\$95.00
Remediation Trailer per day	\$100.00
HEPA Filtered Air Scrubbers (per 8 hour shift) each	\$50.00
Dehumidifiers (Driez 1200 or equivalent per 8 hour shift) each	\$50.00
Low Speed Floor Buffer (per 8 hour shift) each	\$35.00
Airless Sprayer (8 hour shift) each	\$50.00
PPE (Disposable coveralls, respirators, gloves, safety glasses) per worker per day	\$25.00
Less than 6 KW Portable Generator per 8 hour shift plus fuel	\$50.00
MATERIALS	
6 mil Poly Sheeting (20'x100') per roll	\$90.00
4 mil Poly Sheeting (10'x100') per roll	\$65.00
Carpet Protector per roll	\$80.00
Spray Adhesive per can	\$6.00
Duct Tape per roll	\$6.00
Buffer Pads each	\$14.00
Biocide (Sniper or Microban equivalent) per gallon	\$40.00
Microbial Retardant (Kiltz or equivalent) per gallon	\$30.00
Microbial Encapsulant (Fosters 4020 or equivalent) per gallon	\$50.00

DSHS - Department of State Health Services

PPE - Personal Protective Equipment

Standard Hours (Monday through Friday) 8AM to 5PM

Lodging, Per Diem charged at Federal General Services Administration (GSA) Schedule

All other equipment, materials and supplies will be charged at cost plus 15%

Mob/Demob and Standby Charges negotiated on a project by project basis.

CRR - Waste Transportation Services	
DESCRIPTION	Unit Cost
DSHS ASBESTOS TRANSPORTER LICENSE per day	\$100.00
TCEQ TRANSPORTER LICENSE per day	\$100.00
<b>PERSONNEL</b>	
CDL Driver w/HazMat Endorsement (per hour)	\$50.00
Overtime Rate	\$75.00
Weekend Rate	\$75.00
Evening (after hours) Rate	\$75.00
Holiday Rate	\$100.00
CDL Driver (per hour)	\$42.00
Overtime Rate	\$63.00
Weekend Rate	\$63.00
Evening (after hours) Rate	\$63.00
Holiday Rate	\$84.00
Driver (per hour)	\$38.00
Overtime Rate	\$57.00
Weekend Rate	\$57.00
Evening (after hours) Rate	\$57.00
Holiday Rate	\$76.00
Waste Coordinator (per hour)	\$50.00
Overtime Rate	\$75.00
Weekend Rate	\$75.00
Evening (after hours) Rate	\$75.00
Holiday Rate	\$100.00
Clerical (per hour)	\$30.00
Overtime Rate	\$45.00
Weekend Rate	\$45.00
Evening (after hours) Rate	\$45.00
Holiday Rate	\$50.00
<b>EQUIPMENT</b>	
Light Truck per day plus fuel	\$65.00
Super Duty Crew Cab Truck per day plus fuel	\$95.00
Truck, RollOff per hour plus fuel	\$45.00
Truck, 14 YD Dump per hour plus fuel	\$40.00
RollOff Container, 20 YD, open top	\$50.00
RollOff Container, 30 YD, open top	\$50.00
RollOff Container, 40 YD, closed top	\$50.00
<b>MATERIALS</b>	
6 mil Poly Sheeting (20'x100') per roll	\$90.00
4 mil Poly Sheeting (10'x100') per roll	\$65.00
Spray Adhesive per can	\$6.00
Duct Tape per roll	\$6.00
RollOff Container, poly liner each	\$50.00
WASTE DISPOSAL (Waste Coordinator will determine most cost effective disposal option)	Cost +15%

DSHS - Department of State Health Services

TCEQ - Texas Commission on Environmental Quality

Standard Hours (Monday through Friday) 8AM to 5PM

Lodging, Per Diem charged at Federal General Services Administration (GSA) Schedule

All other equipment, materials and supplies will be charged at cost plus 15%

Mob/Demob and Standby Charges negotiated on a project by project basis.

CRRC - Environmental Cleaning Services	
DESCRIPTION	Unit Cost
<b>PERSONNEL</b>	
Supervisor (per hour)	\$50.00
Overtime Rate	\$75.00
Weekend Rate	\$75.00
Evening (after hours) Rate	\$75.00
Holiday Rate	\$100.00
Foreman (per hour)	\$40.00
Overtime Rate	\$60.00
Weekend Rate	\$60.00
Evening (after hours) Rate	\$60.00
Holiday Rate	\$80.00
Worker (per hour)	\$35.00
Overtime Rate	\$52.50
Weekend Rate	\$52.50
Evening (after hours) Rate	\$52.50
Holiday Rate	\$70.00
Clerical (per hour)	\$30.00
Overtime Rate	\$45.00
Weekend Rate	\$45.00
Evening (after hours) Rate	\$45.00
Holiday Rate	\$50.00
<b>EQUIPMENT</b>	
Light Truck per day plus fuel	\$65.00
Super Duty Crew Cab Truck per day plus fuel	\$95.00
Remediation Trailer per day	\$100.00
HEPA Filtered Air Scrubbers (per 8 hour shift) each	\$50.00
Dehumidifiers (per 8 hour shift) each	\$50.00
Airless Sprayer (8 hour shift) each	\$50.00
Less than 6 KW Portable Generator per 8 hour shift plus fuel	\$50.00
<b>MATERIALS</b>	
6 mil Poly Sheeting (20'x100') per roll	\$90.00
4 mil Poly Sheeting (10'x100') per roll	\$65.00
Carpet Protector per roll	\$80.00
Spray Adhesive per can	\$6.00
Duct Tape per roll	\$6.00
Biocide (Sniper or Microban Equivalent) per gallon	\$40.00
Microbial Retardant (Kiltz or equivalent) per gallon	\$30.00
Microbial Encapsulant (Fosters 4020 or equivalent) per gallon	\$50.00

DSHS - Department of State Health Services

Standard Hours (Monday through Friday) 8AM to 5PM

Lodging, Per Diem charged at Federal General Services Administration (GSA) Schedule

All other equipment, materials and supplies will be charged at cost plus 15%

Mob/Demob and Standby Charges negotiated on a project by project basis.

CRRC - Training, Exercise and Translation Services	
DESCRIPTION	Unit Cost
<b>PERSONNEL</b>	
Project Manager (per hour)	\$60.00
Overtime Rate	\$90.00
Weekend Rate	\$90.00
Evening (after hours) Rate	\$90.00
Holiday Rate	\$120.00
Technical Coordinator and/or Spanish Translator (per hour)	\$50.00
Overtime Rate	\$75.00
Weekend Rate	\$75.00
Evening (after hours) Rate	\$75.00
Holiday Rate	\$100.00
Instructor (per hour)	\$50.00
Overtime Rate	\$75.00
Weekend Rate	\$75.00
Evening (after hours) Rate	\$75.00
Holiday Rate	\$100.00
Clerical (per hour)	\$30.00
Overtime Rate	\$45.00
Weekend Rate	\$45.00
Evening (after hours) Rate	\$45.00
Holiday Rate	\$50.00
<b>EQUIPMENT</b>	
Light Truck per day plus fuel	\$65.00
Super Duty Crew Cab Truck per day plus fuel	\$95.00
Computer (per day)	\$50.00
LCD Projector (per day)	\$100.00
Projector Screen (per day)	\$50.00

Standard Hours (Monday through Friday) 8AM to 5PM

Lodging, Per Diem charged at Federal General Services Administration (GSA) Schedule

All other equipment, materials and supplies will be charged at cost plus 15%

Mob/Demob and Standby Charges negotiated on a project by project basis.



August 28, 2009

County of Hidalgo  
Attn: Oscar Garza, Procurement Specialist  
2802 S. Business Hwy. 281  
Edinburg, Texas 78539

RE: Vendor Contract Project Authorization – Chemical Response & Remediation  
Contractors (CRRC)  
TIPS Contract #08032609 Commodity Contract: Trades, Temporary Labor & Materials  
RFP Proposal #2009-071D-08-04-MSS

TO WHOM IT MAY CONCERN:

The Interlocal Purchasing System (TIPS) verifies that **CRRC** has an Awarded Vendor for The Interlocal Purchasing System (TIPS), and is authorized to work under **Contract #08032609**.

Regarding the submitted proposal from CRRC to provide repairs to the Hidalgo County Asbestos Abatement for Old Administration Building, has been verified and is within the parameters of the awarded contracts as listed above for CRRC.

If you have any questions, you may reach me at 866-839-8477 or by email to [kthompson@reg8.net](mailto:kthompson@reg8.net).

Sincerely,

*Kim Thompson*

Kim Thompson  
TIPS Administration Department

cc: Aaron Garcia  
Alan Moore

**Disposition of Mulch and/or Compost-County Wide  
CC REGULAR**

**Date:** 09/01/2009  
**Submitted By:** Marty Salazar, PURCHASING DEPT.  
**Submitted For:** Marty Salazar  
**Department:** PURCHASING DEPT.  
**Agenda Category:** Purchasing Department      **Purchasing only:** Hidalgo County

**Information**

**CAPTION**

- a. Approval to declare as "surplus" mulch and/or compost material when available and stockpiled at Precinct locations for the purpose of disposition through options, including, but not limited to the following:
- b. Pursuant to Texas Local Government Code, Chapter 263.152 (a)(4)(A)(B)(C), Commissioners Court determination to donate to civic or charitable organizations located in the county; and, as an additional resource for disposition;
- c. Authority to advertise the sealed procurement of: Sale or Exchange, Loading and Hauling of Mulch and/or Compost Material (when available and stockpiled) at various Precinct locations in Hidalgo County.

**BACKGROUND**

**Fiscal Impact**

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

**BUDGETARY IMPACT:**

Fiscal impact would be for advertising expenses associated with the publication of the sealed procurement of the project.

For funding availability please see the attached 2009 Expense Report for Object 540 dated as of 08/21/09. rc

**Attachments**

Link: Exp. Report- Obj. Code 540 Advert.

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	08/21/2009 10:57 AM	APRV
2	Budget & Management	Erika Zamora	08/21/2009 12:41 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	08/21/2009 02:51 PM	APRV
4	Auditor's Office		08/28/2009 06:08 PM	NEW

Form Started By: Marty Salazar

Started On: 08/19/2009 02:21  
PM

Final Approval Date: 08/28/2009

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**Hidalgo County**

For 01/01/09 - 01/31/10

**Expenditure Summary Report**

FJEXS01A

Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

<u>Account No/Description</u>	<u>Adjusted Budget</u>	<u>Y-T-D Encumb</u>	<u>Period Expended</u>	<u>Y-T-D Expended</u>	<u>Available Balance</u>	<u>Percent Used</u>
9-1100-432-00-121-001-0-540 PCT1 SANITATION-ADVERTISING	806.54	.00	806.10	806.10	.44	99.95
9-1100-432-00-122-001-0-540 PCT2 SANITATION-ADVERTISING	250.00	.00	.00	.00	250.00	.00
9-1100-432-00-123-001-0-540 PCT3 SANITATION-ADVERTISING	806.10	.00	806.10	806.10	.00	100.00
9-1100-432-00-124-001-0-540 PCT4 SANITATION-ADVERTISING	500.00	.00	.00	.00	500.00	.00
9-1201-431-00-121-005-0-540 PCT1 P/U RD-ADVERTISING	1,675.00	.00	674.26	674.26	1,000.74	40.25
9-1202-431-00-122-005-0-540 PCT2 RD ADM-ADVERTISING	2,000.00	.00	.00	.00	2,000.00	.00
9-1202-431-00-122-006-0-540 PCT2 P/U RD-ADVERTISING	8,000.00	.00	5,349.00	5,349.00	2,651.00	66.86
9-1203-431-00-123-005-0-540 PCT3 P/U RD-ADVERTISING	600.00	.00	.00	.00	600.00	.00
9-1204-431-00-124-005-0-540 PCT4 RD ADM-ADVERTISING	.00	.00	.00	.00	.00	.00
9-1204-431-00-124-007-0-540 PCT4 P/U RD-ADVERTISING	.00	.00	.00	.00	.00	.00
9-1212-452-00-122-008-0-540 PCT2 PARKS-ADVERTISING	3,000.00	.00	.00	.00	3,000.00	.00
9-1214-452-00-124-009-0-540 PCT4 PARKS-ADVERTISING	200.00	.00	.00	.00	200.00	.00
9-1334-431-00-121-025-0-540 CO,2004-PCT1-ADVERTISING	38.10	.00	.00	.00	38.10	.00



**Robotronics  
CC REGULAR**

Date: 09/01/2009  
Submitted By: Tanya Delira, PURCHASING DEPT.  
Submitted For: Marty Salazar  
Department: PURCHASING DEPT.  
Agenda Category: Purchasing Department

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Information

CAPTION

- a. Requesting exemption from competitive bidding requirements under Texas Local Government Code, Section 262,024 (a) (7) (A) 'an item that can only be obtained from a sole source because of the existence of patents, copyrights ...';
- b. Acceptance and approval of a "Sole Source Declaration" for Robotronics, Inc. the copyright holder, manufacturer, and repair & maintenance vendor of Animated McGruff the Crime Dog Costume (s) and accessories for Crime Prevention Presentations;
- c. Authority for Hidalgo County to purchase from Robotronics, Inc. Animated McGruff the Crime Dog Costume(s) for Crime Prevention Presentations/Programwide departments with term of authority commencing upon approval and expiring December 31, 2010.

BACKGROUND

This item will be used for Crime Prevention Presentations.

---

Fiscal Impact

FISCAL YEAR: 2009                      ACCT. #: 9-1100-421-00-280-001-0-748  
 FUNDS AVAILABLE Y/N?: y              MATCHING FUNDS Y/N?:  
 BUDGETARY IMPACT:  
 Available balance as of 8-28-09 \$51,379.10.

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Attachments

- Link: [sole source affidavit](#)
- Link: [sole source memo](#)
- Link: [Quote Robotronics](#)

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Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/27/2009 01:57 PM	APRV
2	Purchasing Department	Marty Salazar	08/27/2009 01:57 PM	APRV
3	Budget & Management		08/28/2009 03:59 PM	PEND
4	Manuel Chapa	Manuel Chapa	08/28/2009 01:54 PM	APRV

5 Auditor's Office Linda Fong 08/28/2009 03:59 PM APRV  
Form Started By: Tanya Delira Started On: 08/25/2009 03:43  
Final Approval Date: 08/28/2009 PM

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**HIDALGO COUNTY PURCHASING DEPARTMENT  
SOLE SOURCE AFFIDAVIT**

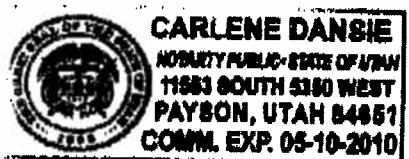
THIS IS AN OFFICIAL PURCHASING DOCUMENT-RETAIN WITH PURCHASE ORDER

Before me, the undersigned official, on this day, personally appeared KAREN HELM  
a person known to me to be the person whose signature appears below, whom after being duly sworn  
upon his/her oath deposed and said:

1. My name is KAREN HELM. I am over the age of 18, have never been convicted of crime and am competent to make this affidavit.
2. I am an authorized representative of the following company or firm: ROBOTRONICS INC.
3. The above named company or firm is the sole source for the following item(s), product(s) or service(s):  
SAFETY EDUCATION PRODUCTS- SEE QUOTE
4. Competition in providing the above named item(s), product(s), service(s) is precluded by the existence of a patent, copyright, secret process or monopoly as stated under Section 262.024(a)(7)(A), of the Local Government Code. Also, attached hereto is a sole source letter, which sets forth the reasons why this Vendor is a sole source provider (dated and signed).
5. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function.
6. Note: This Vendor understands that by providing false information on this Sole Source Affidavit, it may be considered a non-responsible Vendor on this and future purchases and may result in discontinuations of any/all business with Hidalgo County.

Signature Karen Helm

SWORN AND SUBSCRIBED TO under oath before me on 26 day of Aug, 2009



Carlene Dansie  
NOTARY PUBLIC  
Carlene Dansie  
PRINTED NAME  
5-10-10  
MY COMMISSION EXPIRES

COMPANY NAME: ROBOTRONICS INC  
 ADDRESS, CITY, STATE & ZIP CODE: 1610 W. 1600 S. SPRINGVILLE, UT 84663  
 PHONE: 801-489-4466 NUMBER:  
 CONTACT NAME AND TITLE: KAREN HELM OFFICE MANAGER  
 WEB ADDRESS: WWW.ROBOTRONICS.COM EMAIL: KHELM@ROBOTRONICS.COM  
 FEDERAL TAX ID NUMBER: 87-039 2580 TEXAS SALES TAX NUMBER: NONE



PURCHASING DEPARTMENT  
County Of Hidalgo

## MEMORANDUM

“SOLE SOURCE DECLARATION”

TO: Hidalgo County Commissioner’s Court

FROM: Martha L. Salazar  
Hidalgo County Purchasing Agent

DATE: August 27, 2009

RE: “Sole Source Declaration” – Robotronics Inc.

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Hidalgo County has numerous departments that may currently have or desire to implement a crime prevention program. To complement said program(s) the County is in need of an Animated McGruff Crime Dog Costume for Crime Prevention Presentations.

Robotronics In. is the sole manufacturer of the Animated McGruff the Crime Dog Costume. In addition because Robotronics Inc. manufactures the product, it is the only source for provision of repair and maintenance services.

Therefore, the Hidalgo County requires the purchase of these proprietary components (equipment/accessories) of the Animated McGruff the Crime Dog Costume including maintenance and repair services from Robotronics Inc. if ever needed.

# Robotronics Proposal/Order Form

ORDER NUMBER \_\_\_\_\_

THIS IS A PROPOSAL OR AN ORDER, NOT AN INVOICE

1610 West 1600 South Springville, Utah 84663-3057 801-489-4466 toll free 800-762-6876 fax 801-489-8241

**BILL TO:**

ATTN: Jerry Del Angel

TITLE: Deputy

COMPANY: Hidalgo County Sheriff's Office

TEL #: (956) 393-6034

FAX #: (956) 393-6149

ADDRESS: 711 Cibolo Road

ADDRESS: Edingburg, TX 78541

EMAIL: jp.flores@hidalgo.co.org

**SHIP TO:** (If Different From Billing Address)

ATTN: \_\_\_\_\_

TITLE: \_\_\_\_\_

COMPANY: \_\_\_\_\_

TEL #: \_\_\_\_\_

FAX #: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

EMAIL: \_\_\_\_\_

**DATE ORDER NEEDED:** \_\_\_\_\_

**NEED-IN-HAND BY:** \_\_\_\_\_

**ALT. CONTACT:** \_\_\_\_\_

**ALT. ADDRESS:** \_\_\_\_\_

**ALT. ADDRESS:** \_\_\_\_\_

**ORDER INFORMATION:**

TODAY'S DATE: 08/26/09

PURCHASE ORDER #: \_\_\_\_\_

SHIP VIA: UPS

PROPOSAL BY: Floyd S. Tippetts

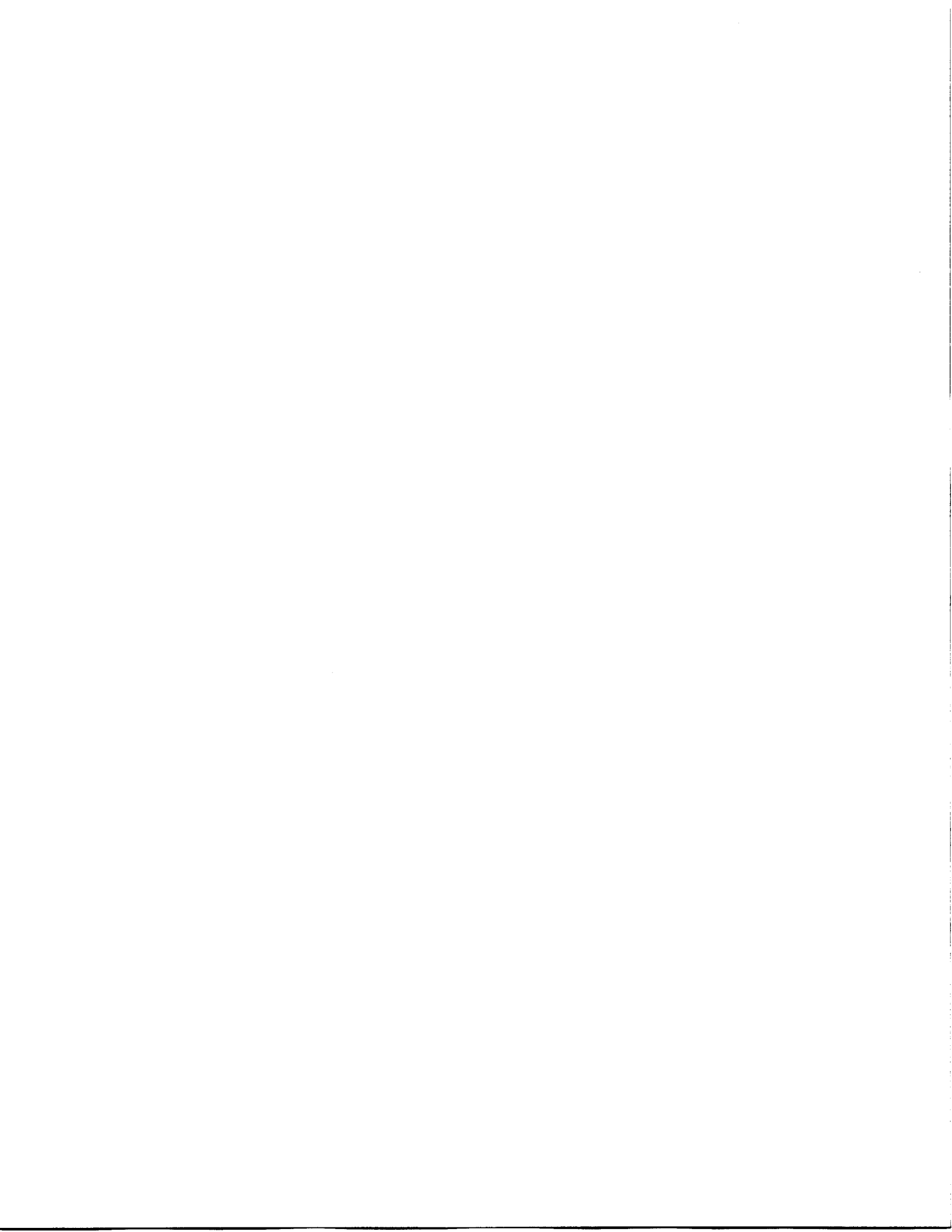
QTY	ITEM #	DESCRIPTION	PRICE/ITEM	TOTAL
1	450026	Animated McGruff® Costume w/MP3	\$2,929.00	\$2,929.00
1	451010	Costume Voice Modifier	\$304.00	\$304.00
1	451001	Kool Down Kit	\$284.00	\$284.00
		(Includes 451002, 451004, 451005, 451006)		
1	Discount	Discount Kool Down Kit	-\$284.00	-\$284.00
1	580096	Deluxe Costume Carrying Case	\$270.00	\$270.00
		(Reinforced Soft Side)		
1	Discount	10% Discount on Carrying Case	-\$27.00	-\$27.00
		Coat Size 46		
		GSA CONTRACT # #GS-02F-0136T		
		TAX ID 87-0392580		

OTHER:

SUBTOTAL	\$3,476.00
SHIPPING	\$120.00
<b>TOTAL</b>	<b>\$3,596.00</b>

The undersigned accepts and agrees to all the terms & conditions made on the attached form, and that the above listed items are being ordered at this time. For all orders outside of the contiguous US, additional shipping costs apply. For foreign orders, all costs including airport and brokerage fees, import duties, taxes, and all other charges etc. are the responsibility of the customer.

Signature \_\_\_\_\_



**Approval of Several Items Tower Road Drainage Project  
CC REGULAR**

**Date:** 09/01/2009  
**Submitted By:** Yolanda Cisneros, COMM. PCT. #2  
**Submitted For:** Yolanda Cisneros  
**Department:** COMM. PCT. #2  
**Agenda Category:** Purchasing Department

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**Information**

**CAPTION**

Requesting approval of listed items with awarded vendor, OG Construction Company, LLC (contract #C-08-399-02-09) (PO#618129) as reviewed and submitted through project engineer, R. Gutierrez Engineering Corporation (contract #C-08-381-09-16) in connection with Tower Road Drainage Project:

- a. Change Order No.5 in the amount of \$3,474.40 reflecting all the identified items reduced/changed which brings the current contract price to \$545,376.73;
- b. Final Application for Payment in the amount of \$83,635.74;
- c. Release of Retainage in the amount of \$27,268.84;
- d. Certificate of Construction Completion reflecting July 10, 2009 as completion date.

**BACKGROUND**

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**Fiscal Impact**

**FISCAL YEAR:** 2009                      **ACCT. #:** 9-1339-431-00-122-031-0-733  
**FUNDS AVAILABLE Y/N?:** Y                **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

- A.) New contract amount after net change by change orders of (-23,628.84) will be \$545,376.73
  - B.) Funding available on PO#618129 in the amount of \$130,338.97 as of 8/27/2009.
  - C.) After final payment of \$88,037.63 - \$4,401.88(retainage)=\$83,635.75; current available balance in retainage is \$22,866.96; total retainage will be \$27,268.84
  - D.) attachment (a revised Certification will have to be submitted with correct contract amount and amount of final payment).
- 

**Attachments**

Link: [Certificate of Construction Completion](#)

Link: [Change Order 5](#)

Link: [Final Payment](#)

Link: [Retainage](#)

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**Form Routing/Status**

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Purchasing Department	Marty Salazar	08/14/2009 04:53 PM	APRV
2	Budget & Management	Erika Zamora	08/17/2009 09:34 AM	APRV
3	Roland Garcia	Rolando Garcia	08/20/2009 04:48 PM	APRV
4	Auditor's Office	Linda Fong	08/21/2009 04:51 PM	APRV
5	Dina Trevino	Dina Trevino	08/21/2009 05:33 PM	APRV
6	Roland Garcia	Rolando Garcia	08/25/2009 09:41 AM	APRV
7	Rocio Villarreal	Rocio Villarreal	08/28/2009 04:50 PM	APRV
8	Roland Garcia	Angela Garcia	08/28/2009 06:08 PM	APRV

Form Started By: Yolanda Cisneros

Started On: 08/14/2009 11:08 AM

Final Approval Date: 08/28/2009

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**CERTIFICATE OF CONSTRUCTION COMPLETION**

THIS IS TO CERTIFY THAT ON 10 DAY OF July 2009 A FINAL INSPECTION was made of the project herein described:

**CONTRACT**

DATE: December 2, 2008

OWNER: Hidalgo County Precinct No.2 CONSTRUCTION CONTRACTOR: OG Construction Company, LLC OF THE CITY OF Edinburg STATE OF Texas

**PROJECT DESCRIPTION**

CONSTRUCTION OF Tower Road Drainage

CONTRACT-NO.: C-08-399-02-09 located in or near the City/Pct. of Pct. 2

**THIS IS TO CERTIFY:**

1. That the 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 dollars and 00 /100 dollars (\$ 0.00), deducted from the final payment of the Contractor
  
3. That the contractor has presented a "Certificate of Release" 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 CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.

5.	Amount of Original Contract	\$569,005.57
	Present Amount of Contract	\$541,902.33
	Total Amount of earned to date	\$541,902.33
	Less: previous payments	\$434,472.15
	Balance	\$107,430.18
	Authorized deductions	\$ 00.000.00
	AMOUNT OF FINAL PAYMENT	\$107,430.18

6. That the final payment in the amount of \$ One hundred seven thousand four hundred thirty dollars and eighteen cents (\$ 107,430.18) is now due and payable.

  
 \_\_\_\_\_  
 Engineer's Signature 8/3/09

CONCURRED BY:

CONCURRED BY:

O.G. Construction Co., LLC  
 CONTRACTOR'S NAME

\_\_\_\_\_  
 Hidalgo County

BY:  Omar Garcia

TITLE: Managing Member

**R. Gutierrez Engineering Corporation**

**Transmittal Form**

130 E. Park Ave. - Pharr, Texas 78577 - Telephone: 956 - 782 - 2557 - Fax: 956 - 782 - 2558

TO: Comm. Palacios  
% Yoli Cisneros  
Hidalgo County Pct 2

FROM: LUIS NAVA  
SUBJECT: TOWER ROAD DRAINAGE  
PROJECT NO.: ENG06.019B  
DATE: 8/4/2009

WE ARE SENDING YOU  ATTACHED  UNDER SEPARATE COVER VIA  Hand Delivery  THE FOLLOWING ITEMS:

BLUEPRINTS  PLANS  SHOP DRAWINGS  CD  
 CHANGE ORDER  SAMPLES  PAYMENT REQUEST  OTHER  
 BID TABULATION  CONTRACT DOCUMENTS  RECORD DRAWINGS  3 1/2" DISKETTE

QUANTITY / SETS	DATED	ITEM DESCRIPTION
<u>1</u>		<u>CERTIFICATE of CONSTRUCTION COMPLETION</u>

THESE ARE TRANSMITTED AS CHECKED BELOW:

FOR BIDS DUE  APPROVED AS NOTED  FOR YOUR RECORDS  
 FOR APPROVAL  APPROVED AS SUBMITTED  FOR YOUR ACKNOWLEDGEMENT  
 FOR YOUR USE  RETURN FOR CORRECTIONS  RESUBMIT FOR APPORVAL  
 AS REQUESTED  FOR FURTHER PROCESSING  ON LOAN  
 FOR REVIEW AND COMMENT  FOR SIGNATURE  OTHER

COMMENTS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

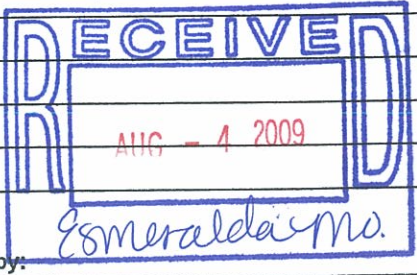
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\_\_\_\_\_



Copy Distribution file \_\_\_\_\_

Received by: \_\_\_\_\_

CHANGE ORDER No.5 TABULATION  
HIDALGO COUNTY PRECINCT NO. 2  
TOWER ROAD DRAINAGE  
CONTRACT NUMBER:C-08-399-02-09

Item Number	Original Plan Quantity	Change Order #1 Quantities	Change Order #2 Quantities	Change Order #3 Quantities	Change Order #4 Quantities	Change Order #5 Quantities	Unit	Item Description	Unit Price	Original Contract Cost	Change in Contract Cost of C.O.#1	Revised Contract Cost after C.O.#1	Change in Contract Cost of C.O.#2	Revised Contract Cost after C.O.#2	Change in Contract Cost of C.O.#3	Revised Contract Cost after C.O.#3	Change in Contract Cost of C.O.#4	Revised Contract Cost after C.O.#4	Change in Contract Cost of C.O.#5	Revised Contract Cost after C.O.#5
<b>DRAINAGE</b>																				
*400	959.00	979.00	979.00	939.00	939.00	939.00	CY	Cement Stabilized Backfill	\$ 20.00	\$ 19,180.00	400.00	19,580.00	0.00	19,580.00	(800.00)	18,780.00	0.00	18,780.00	0.00	18,780.00
*400	397.70	407.70	407.70	343.30	343.30	343.30	SY	Cut & Restore Pavement	\$ 36.10	\$ 14,356.97	361.00	14,717.97	0.00	14,717.97	(2,324.84)	12,393.13	0.00	12,393.13	0.00	12,393.13
*402	5,762.00	5,762.00	5,762.00	5,762.00	5,762.00	5,762.00	LF	Trench Excavation Protection	\$ 1.25	\$ 7,202.50	0.00	7,202.50	0.00	7,202.50	0.00	7,202.50	0.00	7,202.50	0.00	7,202.50
464	1,561.00	1,612.00	1,534.00	1,116.00	1,116.00	1,116.00	LF	RC Pipe (CL III)(18")	\$ 29.50	\$ 46,049.50	1,504.50	47,554.00	(2,301.00)	45,253.00	(12,331.00)	32,922.00	0.00	32,922.00	0.00	32,922.00
464	2,183.00	2,183.00	2,183.00	1,907.00	1,907.00	1,708.00	LF	RC Pipe (CL III)(24")	\$ 33.90	\$ 74,003.70	0.00	74,003.70	0.00	74,003.70	(9,356.40)	64,647.30	0.00	64,647.30	(6,746.10)	57,901.20
464	1,200.00	1,200.00	1,278.00	1,076.00	1,076.00	1,275.00	LF	RC Pipe (CL III)(30")	\$ 54.50	\$ 65,400.00	0.00	65,400.00	4,251.00	69,651.00	(11,009.00)	58,642.00	0.00	58,642.00	10,845.50	69,487.50
464	1,182.00	1,182.00	1,182.00	1,182.00	1,182.00	1,182.00	LF	RC Pipe (CL III)(36")	\$ 65.50	\$ 77,421.00	0.00	77,421.00	0.00	77,421.00	0.00	77,421.00	0.00	77,421.00	0.00	77,421.00
464	1,229.00	1,229.00	1,229.00	1,229.00	1,229.00	1,229.00	LF	RC Pipe (CL III)(42")	\$ 90.10	\$ 110,732.90	0.00	110,732.90	0.00	110,732.90	0.00	110,732.90	0.00	110,732.90	0.00	110,732.90
465	40.00	40.00	41.00	37.00	37.00	36.00	EA	Inlet (Compl)Ty "C"	\$ 3,100.00	\$ 124,000.00	0.00	124,000.00	3,100.00	127,100.00	(12,400.00)	114,700.00	0.00	114,700.00	(3,100.00)	111,600.00
465	5.00	7.00	7.00	6.00	6.00	6.00	EA	Manhole (Compl) Ty "A"	\$ 2,200.50	\$ 11,002.50	4,401.00	15,403.50	0.00	15,403.50	(2,200.50)	13,203.00	0.00	13,203.00	0.00	13,203.00
*467	1.00	1.00	0.00	0.00	0.00	0.00	EA	Safety End Treatment (18")(4:1)	\$ 600.00	\$ 600.00	0.00	600.00	(600.00)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
*467	2.00	2.00	2.00	2.00	2.00	2.00	EA	Safety End Treatment (18")(3:1)	\$ 700.00	\$ 1,400.00	0.00	1,400.00	0.00	1,400.00	0.00	1,400.00	0.00	1,400.00	0.00	1,400.00
*506	252.00	252.00	252.00	252.00	252.00	252.00	SY	Construction Exits (Ty II)(Install)	\$ 15.50	\$ 3,906.00	0.00	3,906.00	0.00	3,906.00	0.00	3,906.00	0.00	3,906.00	0.00	3,906.00
*506	252.00	252.00	252.00	252.00	252.00	252.00	SY	Construction Exits (Ty II)(Remove)	\$ 5.50	\$ 1,386.00	0.00	1,386.00	0.00	1,386.00	0.00	1,386.00	0.00	1,386.00	0.00	1,386.00
*506	1,668.00	1,668.00	1,668.00	1,668.00	1,668.00	1,668.00	LF	Temp Sediment Control Fence	\$ 2.25	\$ 3,753.00	0.00	3,753.00	0.00	3,753.00	0.00	3,753.00	0.00	3,753.00	0.00	3,753.00
4035	90.00	90.00	90.00	90.00	90.00	90.00	LF	RC Low Head Pressr Pipe (CL III)(18 IN)	\$ 22.35	\$ 2,011.50	0.00	2,011.50	0.00	2,011.50	0.00	2,011.50	0.00	2,011.50	0.00	2,011.50
4035	80.00	80.00	80.00	80.00	80.00	80.00	LF	RC Low Head Pressr Pipe (CL III)(24 IN)	\$ 32.50	\$ 2,600.00	0.00	2,600.00	0.00	2,600.00	0.00	2,600.00	0.00	2,600.00	0.00	2,600.00
4035	1.00	1.00	1.00	1.00	1.00	1.00	EA	Stand Pipe (24 IN)	\$ 4,000.00	\$ 4,000.00	0.00	4,000.00	0.00	4,000.00	0.00	4,000.00	0.00	4,000.00	0.00	4,000.00
464	0.00	0.00	122.00	122.00	122.00	122.00	LF	Lower to 13' -24" RCP	\$ 18.00	\$ -	0.00	0.00	2,196.00	2,196.00	0.00	2,196.00	0.00	2,196.00	0.00	2,196.00
464	0.00	0.00	77.00	77.00	77.00	77.00	LF	Lower to 8' - 24" RCP	\$ 10.00	\$ -	0.00	0.00	770.00	770.00	0.00	770.00	0.00	770.00	0.00	770.00
465	0.00	0.00	1.00	1.00	1.00	1.00	EA	Manhole break concrete	\$ 600.00	\$ -	0.00	0.00	600.00	600.00	0.00	600.00	0.00	600.00	0.00	600.00
465	0.00	0.00	1.00	1.00	1.00	1.00	EA	7" Inlet extension in depth	\$ 3,100.00	\$ -	0.00	0.00	3,100.00	3,100.00	0.00	3,100.00	0.00	3,100.00	0.00	3,100.00
465	0.00	0.00	1.00	1.00	1.00	1.00	EA	2" Inlet extension in depth	\$ 890.00	\$ -	0.00	0.00	890.00	890.00	0.00	890.00	0.00	890.00	0.00	890.00
465	0.00	0.00	0.00	0.00	1.00	1.00	LS	Conflict Concrete Manhole Ty "A"	\$ 4,646.00	\$ -	0.00	0.00	0.00	0.00	0.00	4,646.00	4,646.00	0.00	4,646.00	
465	0	0	0	0	0	1	EA	Inlet (Compl)Ty "C" (Material only)	\$ 2,475.00	\$ -	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,475.00	2,475.00	
<b>Total Roadway :</b>										\$ 569,005.57	\$ 6,666.50	\$ 575,672.07	\$ 12,006.00	\$ 587,678.07	\$ (50,421.74)	\$ 537,256.33	\$ 4,646.00	\$ 541,902.33	\$ 3,474.40	\$ 545,376.73
<b>TOTAL BASE AMOUNTS:</b>										\$ 569,005.57	\$ 6,666.50	\$ 575,672.07	\$ 12,006.00	\$ 587,678.07	\$ (50,421.74)	\$ 537,256.33	\$ 4,646.00	\$ 541,902.33	\$ 3,474.40	\$ 545,376.73

**CHANGE ORDER NUMBER FIVE ( 5 )**

**PROJECT:** Tower Road Drainage

**DATE OF ISSUANCE:** July 7, 2009 **EFFECTIVE DATE:** July 7, 2009

**OWNER:** HIDALGO COUNTY PRECINCT NO. 2

**OWNER's Contract No.:** C-08-399-02-09

**CONTRACTOR:** OG Construction Co. **ENGINEER:** R. Gutierrez Engineering Corporation  
222 W University Drive 130 E. Park Ave.  
Edinburg, TX 78539 Pharr, TX 78577

**You are directed to make the following changes in the Contract Documents.**

**Description:**

1. Item 464 - 199 LF of RCP CL III 24" were reduced for a new total of 1,708 LF
2. Item 464 - 199 LF of RCP CL III 30" were increased for a new total of 1,275 LF
3. Item 465 - 1 Inlet TY "C" was reduced for a new total of 36 Each
4. Item 465 - 1 Inlet TY "C" was added without installation

**Reason for Change Order:**

1. 24" RCP CL III was reduced to increase pipe size at Rancho Blanco Road.
2. 30" RCP CL III was increased at Rancho Blanco Road for future improvements
3. One TY "C" was not installed by contractor because City of Alamo Utility Department does not adjust Sanitary Sewer Force Main
4. One TY "C" will be installed by Hidalgo County Precinct No.2 forces at El Gato Road.

**Attachments:**

Change in Contract Price:		CHANGE IN CONTRACT TIME:	
Original Contract Price		Original Contract Time for	
\$	569,005.57	Substantial Completion:	<u>105</u> calendar days or dates
Net Changes from previous Change Order		Net change from previous Change Orders	
\$	(27,103.24)		<u>10</u> calendar days
Contract Price prior to this Change Order		Contract Time prior to this Change Order	
\$	541,902.33	Substantial Completion:	<u>115</u> calendar days or dates
Net Increase (decrease) of this Change Order		Net Increase (decrease) of this Change Order	
\$	3,474.40		<u>8</u> calendar days
Contract Price with all approved Change Orders	Net % increase (decrease) from original contract price.	Contract Time with all approved Change Orders	
\$	(4.20) %	Substantial Completion:	<u>123</u> calendar days or dates

**RECOMMENDED:**

**APPROVED:**

**ACCEPTED:**

By: \_\_\_\_\_  
Engineer (Authorized Signature)

By: \_\_\_\_\_  
Owner (Authorized Signature)

By: \_\_\_\_\_  
Contractor (Authorized Signature)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPLICATION FOR FINAL PMT**

To: HIDALGO COUNTY PRECINCT NO. 2 (OWNER)  
 From: OG Construction Company, LLC (CONTRACTOR)  
 Contract: C-08-399-02-09  
 Project: Tower Road Drainage  
 OWNER's Contract No. C-08-399-02-09 ENGINEER's Project No. ENG06.019b  
 For Work accomplished through the date of: 26-Jun-2009

1. Original Contract Price:	\$ 569,005.57
2. Net change by Change Orders and Written Agreements (+ or -):	\$ (23,628.84)
3. Current Contract Price (1 plus 2):	\$ 545,376.73
4. Total completed and stored to date:	\$ 545,376.73
5. Retainage (per Agreement):	
<u>5% of completed Work:</u>	\$ 27,268.84
<u>5% of stored material:</u>	\$ -
Total Retainage:	\$ 27,268.84
6. % of Construction Completed:	
<u>100%</u> of contracted \$ amount has been completed	
7. Total completed and stored to date less retainage (4 minus 5):	\$ 518,107.89
8. Less previous Application for Payments:	\$ (434,472.15)
9. Balance to Finish:	\$ -
10. AMOUNT DUE THIS APPLICATION (6 MINUS 7):	\$ 83,635.74

Accompanying Documentation:

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through FINAL PMT inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated 8-Jul-09 OG Construction Company, LLC  
 CONTRACTOR

By: \_\_\_\_\_

State of Texas  
 County of Hidalgo  
 Subscribed and sworn to before me this \_\_\_\_\_  
 day of \_\_\_\_\_

\_\_\_\_\_  
 Notary Public  
 My Commission expires: \_\_\_\_\_

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 8-Jul-09 R. GUTIERREZ ENGINEERING CORPORATION  
 ENGINEER

By: \_\_\_\_\_



Schedule of Values

Contractor Name: OG Construction Company, LLC  
 Starting Date: 2-Mar-2009  
 Project Ending Date: 24-Jun-2009  
 Retainage Percent: 5%

Application: FINAL PMT  
 Application Date: 8-Jul-2009  
 Period To: 26-Jun-2009  
 Engineer Firm: R. Gutierrez Eng. Corp.

Summary																								
Contract Number	Description	Original Schedule Value	C.O. #1 Schedule Value	C.O. #2 Schedule Value	C.O. #3 Schedule Value	C.O. #4 Schedule Value	C.O. #5 Schedule Value	Application #1	Retainage for App #1	Payment for Application #1	Application #2	Retainage for App #2	Payment for Application #2	Application #3	Retainage for App #3	Payment for Application #3	Final Application	Retainage for Final App	Payment for Final Application	Total Completed to Date	Retainage to Date	Total Completed Less Retainage	Previous Payments	Balance To Finish
C-08-399-02-09	Tower Road Drainage	\$ 569,005.57	\$ 575,672.07	\$ 587,678.07	\$ 537,256.33	\$ 541,902.33	\$ 545,376.73	\$ 182,308.90	\$ 9,115.45	\$ 173,193.46	\$ 203,568.45	\$ 10,178.42	\$ 193,390.03	\$ 71,461.75	\$ 3,573.09	\$ 67,888.66	\$ 88,037.63	\$ 4,401.88	\$ 83,635.75	\$ 545,376.73	\$ 27,268.84	\$ 518,107.89	\$ 434,472.15	\$ -
	<b>TOTALS:</b>	<b>\$ 569,005.57</b>	<b>\$ 575,672.07</b>	<b>\$ 587,678.07</b>	<b>\$ 537,256.33</b>	<b>\$ 541,902.33</b>	<b>\$ 545,376.73</b>	<b>\$ 182,308.90</b>	<b>\$ 9,115.45</b>	<b>\$ 173,193.46</b>	<b>\$ 203,568.45</b>	<b>\$ 10,178.42</b>	<b>\$ 193,390.03</b>	<b>\$ 71,461.75</b>	<b>\$ 3,573.09</b>	<b>\$ 67,888.66</b>	<b>\$ 88,037.63</b>	<b>\$ 4,401.88</b>	<b>\$ 83,635.75</b>	<b>\$ 545,376.73</b>	<b>\$ 27,268.84</b>	<b>\$ 518,107.89</b>	<b>\$ 434,472.15</b>	<b>\$ -</b>



Quantity Worksheet

Contractor Name: OG Construction Company, LLC  
 Starting Date: 2-Mar-2009  
 Project Ending Date: 24-Jun-2009  
 Engineer's / County Project Desc: Tower Road Drainage

No.	Item Code	Description	Unit	Original Schedule Value			Change Order #1 Revised Schedule Value			Change Order #2 Revised Schedule Value			Change Order #3 Revised Schedule Value			Change Order #4 Revised Schedule Value			Change Order #5 Revised Schedule Value		
				Original Rates	Quan	Dollars	Revised Rates	Quan	Dollars	Revised Rates	Quan	Dollars	Revised Rates	Quan	Dollars	Revised Rates	Quan	Dollars	Revised Rates	Quan	Dollars
<b>DRAINAGE</b>																					
1	*400	Cement Stabilized Backfill	CY	\$ 20.00	959.00	\$ 19,180.00	\$ 20.00	979.00	\$ 19,580.00	\$ 20.00	979.00	\$ 19,580.00	\$ 20.00	939.00	\$ 18,780.00	\$ 20.00	939.00	\$ 18,780.00	\$ 20.00	939.00	\$ 18,780.00
2	*400	Cut & Restore Pavement	SY	\$ 36.10	397.70	\$ 14,356.97	\$ 36.10	407.70	\$ 14,717.97	\$ 36.10	407.70	\$ 14,717.97	\$ 36.10	343.30	\$ 12,393.13	\$ 36.10	343.30	\$ 12,393.13	\$ 36.10	343.30	\$ 12,393.13
3	*402	Trench Excavation Protection	LF	\$ 1.25	5,762.00	\$ 7,202.50	\$ 1.25	5,762.00	\$ 7,202.50	\$ 1.25	5,762.00	\$ 7,202.50	\$ 1.25	5,762.00	\$ 7,202.50	\$ 1.25	5,762.00	\$ 7,202.50	\$ 1.25	5,762.00	\$ 7,202.50
4	464	RC Pipe (CL III)(18")	LF	\$ 29.50	1,561.00	\$ 46,049.50	\$ 29.50	1,612.00	\$ 47,554.00	\$ 29.50	1,534.00	\$ 45,253.00	\$ 29.50	1,116.00	\$ 32,922.00	\$ 29.50	1,116.00	\$ 32,922.00	\$ 29.50	1,116.00	\$ 32,922.00
5	464	RC Pipe (CL III)(24")	LF	\$ 33.90	2,183.00	\$ 74,003.70	\$ 33.90	2,183.00	\$ 74,003.70	\$ 33.90	2,183.00	\$ 74,003.70	\$ 33.90	1,907.00	\$ 64,647.30	\$ 33.90	1,907.00	\$ 64,647.30	\$ 33.90	1,708.00	\$ 57,901.20
6	464	RC Pipe (CL III)(30")	LF	\$ 54.50	1,200.00	\$ 65,400.00	\$ 54.50	1,200.00	\$ 65,400.00	\$ 54.50	1,278.00	\$ 69,651.00	\$ 54.50	1,076.00	\$ 58,642.00	\$ 54.50	1,076.00	\$ 58,642.00	\$ 54.50	1,275.00	\$ 69,487.50
7	464	RC Pipe (CL III)(36")	LF	\$ 65.50	1,182.00	\$ 77,421.00	\$ 65.50	1,182.00	\$ 77,421.00	\$ 65.50	1,182.00	\$ 77,421.00	\$ 65.50	1,182.00	\$ 77,421.00	\$ 65.50	1,182.00	\$ 77,421.00	\$ 65.50	1,182.00	\$ 77,421.00
8	464	RC Pipe (CL III)(42")	LF	\$ 90.10	1,229.00	\$ 110,732.90	\$ 90.10	1,229.00	\$ 110,732.90	\$ 90.10	1,229.00	\$ 110,732.90	\$ 90.10	1,229.00	\$ 110,732.90	\$ 90.10	1,229.00	\$ 110,732.90	\$ 90.10	1,229.00	\$ 110,732.90
9	465	Inlet (Compl)Ty "C"	EA	\$ 3,100.00	40.00	\$ 124,000.00	\$ 3,100.00	40.00	\$ 124,000.00	\$ 3,100.00	41.00	\$ 127,100.00	\$ 3,100.00	37.00	\$ 114,700.00	\$ 3,100.00	37.00	\$ 114,700.00	\$ 3,100.00	36.00	\$ 111,600.00
10	465	Manhole (Compl) Ty "A"	EA	\$ 2,200.50	5.00	\$ 11,002.50	\$ 2,200.50	7.00	\$ 15,403.50	\$ 2,200.50	7.00	\$ 15,403.50	\$ 2,200.50	6.00	\$ 13,203.00	\$ 2,200.50	6.00	\$ 13,203.00	\$ 2,200.50	6.00	\$ 13,203.00
11	*467	Safety End Treatment (18")(4:1)	EA	\$ 600.00	1.00	\$ 600.00	\$ 600.00	1.00	\$ 600.00	\$ 600.00	0.00	\$ -	\$ 600.00	0.00	\$ -	\$ 600.00	0.00	\$ -	\$ 600.00	0.00	\$ -
12	*467	Safety End Treatment (18")(3:1)	EA	\$ 700.00	2.00	\$ 1,400.00	\$ 700.00	2.00	\$ 1,400.00	\$ 700.00	2.00	\$ 1,400.00	\$ 700.00	2.00	\$ 1,400.00	\$ 700.00	2.00	\$ 1,400.00	\$ 700.00	2.00	\$ 1,400.00
13	*506	Construction Exits (Ty II)(Install)	SY	\$ 15.50	252.00	\$ 3,906.00	\$ 15.50	252.00	\$ 3,906.00	\$ 15.50	252.00	\$ 3,906.00	\$ 15.50	252.00	\$ 3,906.00	\$ 15.50	252.00	\$ 3,906.00	\$ 15.50	252.00	\$ 3,906.00
14	*506	Construction Exits (Ty II)(Remove)	SY	\$ 5.50	252.00	\$ 1,386.00	\$ 5.50	252.00	\$ 1,386.00	\$ 5.50	252.00	\$ 1,386.00	\$ 5.50	252.00	\$ 1,386.00	\$ 5.50	252.00	\$ 1,386.00	\$ 5.50	252.00	\$ 1,386.00
15	*506	Temp Sediment Control Fence	LF	\$ 2.25	1,668.00	\$ 3,753.00	\$ 2.25	1,668.00	\$ 3,753.00	\$ 2.25	1,668.00	\$ 3,753.00	\$ 2.25	1,668.00	\$ 3,753.00	\$ 2.25	1,668.00	\$ 3,753.00	\$ 2.25	1,668.00	\$ 3,753.00
16	4035	RC Low Head Pressr Pipe (CL III)(18 IN)	LF	\$ 22.35	90.00	\$ 2,011.50	\$ 22.35	90.00	\$ 2,011.50	\$ 22.35	90.00	\$ 2,011.50	\$ 22.35	90.00	\$ 2,011.50	\$ 22.35	90.00	\$ 2,011.50	\$ 22.35	90.00	\$ 2,011.50
17	4035	RC Low Head Pressr Pipe (CL III)(24 IN)	LF	\$ 32.50	80.00	\$ 2,600.00	\$ 32.50	80.00	\$ 2,600.00	\$ 32.50	80.00	\$ 2,600.00	\$ 32.50	80.00	\$ 2,600.00	\$ 32.50	80.00	\$ 2,600.00	\$ 32.50	80.00	\$ 2,600.00
18	4035	Stand Pipe (24 IN)	EA	\$ 4,000.00	1.00	\$ 4,000.00	\$ 4,000.00	1.00	\$ 4,000.00	\$ 4,000.00	1.00	\$ 4,000.00	\$ 4,000.00	1.00	\$ 4,000.00	\$ 4,000.00	1.00	\$ 4,000.00	\$ 4,000.00	1.00	\$ 4,000.00
19	464	Lower to 13' -24" RCP	LF	\$ -	0.00	\$ -	\$ -	0.00	\$ -	\$ 18.00	122.00	\$ 2,196.00	\$ 18.00	122.00	\$ 2,196.00	\$ 18.00	122.00	\$ 2,196.00	\$ 18.00	122.00	\$ 2,196.00
20	464	Lower to 8' - 24" RCP	LF	\$ -	0.00	\$ -	\$ -	0.00	\$ -	\$ 10.00	77.00	\$ 770.00	\$ 10.00	77.00	\$ 770.00	\$ 10.00	77.00	\$ 770.00	\$ 10.00	77.00	\$ 770.00
21	465	Manhole break concrete	EA	\$ -	0.00	\$ -	\$ -	0.00	\$ -	\$ 600.00	1.00	\$ 600.00	\$ 600.00	1.00	\$ 600.00	\$ 600.00	1.00	\$ 600.00	\$ 600.00	1.00	\$ 600.00
22	465	7" Inlet extension in depth	EA	\$ -	0.00	\$ -	\$ -	0.00	\$ -	\$ 3,100.00	1.00	\$ 3,100.00	\$ 3,100.00	1.00	\$ 3,100.00	\$ 3,100.00	1.00	\$ 3,100.00	\$ 3,100.00	1.00	\$ 3,100.00
23	465	2" Inlet extension in depth	EA	\$ -	0.00	\$ -	\$ -	0.00	\$ -	\$ 890.00	1.00	\$ 890.00	\$ 890.00	1.00	\$ 890.00	\$ 890.00	1.00	\$ 890.00	\$ 890.00	1.00	\$ 890.00
24	465	Conflict Concrete Manhole Type A	LS	\$ -	0.00	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -	\$ 4,646.00	1.00	\$ 4,646.00	\$ 4,646.00	1.00	\$ 4,646.00
25	465	Inlet (Compl)Ty "C" (Material only)	EA	\$ -	0.00	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -	\$ -	0.00	\$ -	\$ 2,475.00	1.00	\$ 2,475.00
<b>Total Drainage</b>						<b>\$ 569,005.57</b>			<b>\$ 575,672.07</b>			<b>\$ 587,678.07</b>			<b>\$ 537,256.33</b>			<b>\$ 541,902.33</b>			<b>\$ 545,376.73</b>
<b>TOTAL BASE AMOUNTS:</b>						<b>\$ 569,005.57</b>			<b>\$ 575,672.07</b>			<b>\$ 587,678.07</b>			<b>\$ 537,256.33</b>			<b>\$ 541,902.33</b>			<b>\$ 545,376.73</b>

Prepared and Checked By:

Printed Name:

Javier Gutierrez

Date:

Signature:

Quantity Worksheet

Contractor Name: OG Cons  
 Starting Date: 2-Mar-20  
 Project Ending Date: 24-Jun-2  
 Engineer's / County Project Desc: Tower R

Application: FINAL PMT  
 Application Date: 8-Jul-2009  
 Period To: 26-Jun-2009  
 Engineer's / County Project No.: ENG06.019b

No.	Item Code	Description	Unit	Application #1			Application #2			Application #3			Final Application			Balance To Finish		
				Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Total to Date	Quan	Dollars
		<b>DRAINAGE</b>																
1	*400	Cement Stabilized Backfill	CY	75.00	75.00	\$ 1,500.00	383.00	458.00	\$ 7,660.00	367.00	825.00	\$ 7,340.00	114.00	939.00	\$ 2,280.00	\$ 18,780.00	0.00	\$ -
2	*400	Cut & Restore Pavement	SY		-	\$ -		-	\$ -	200.00	200.00	\$ 7,220.00	143.30	343.30	\$ 5,173.13	\$ 12,393.13	0.00	\$ -
3	*402	Trench Excavation Protection	LF	1,824.00	1,824.00	\$ 2,280.00	2,408.00	4,232.00	\$ 3,010.00		4,232.00	\$ -	1,530.00	5,762.00	\$ 1,912.60	\$ 7,202.50	0.00	\$ -
4	464	RC Pipe (CL III)(18")	LF	144.00	144.00	\$ 4,248.00	101.00	245.00	\$ 2,979.50	871.00	1,116.00	\$ 25,694.50		1,116.00	\$ -	\$ 32,922.00	0.00	\$ -
5	464	RC Pipe (CL III)(24")	LF		-	\$ -	1,573.00	1,573.00	\$ 53,324.70	65.00	1,638.00	\$ 2,203.50	70.00	1,708.00	\$ 2,373.00	\$ 57,901.20	0.00	\$ -
6	464	RC Pipe (CL III)(30")	LF		-	\$ -	1,068.00	1,068.00	\$ 58,206.00	8.00	1,076.00	\$ 436.00	199.00	1,275.00	\$ 10,845.50	\$ 69,487.50	0.00	\$ -
7	464	RC Pipe (CL III)(36")	LF	595.00	595.00	\$ 38,972.50	537.00	1,132.00	\$ 35,173.50	50.00	1,182.00	\$ 3,275.00		1,182.00	\$ -	\$ 77,421.00	0.00	\$ -
8	464	RC Pipe (CL III)(42")	LF	1,229.00	1,229.00	\$ 110,732.90		1,229.00	\$ -		1,229.00	\$ -		1,229.00	\$ -	\$ 110,732.90	0.00	\$ -
9	465	Inlet (Compl)Ty "C"	EA	7.00	7.00	\$ 21,700.00	12.00	19.00	\$ 37,200.00	7.00	26.00	\$ 21,700.00	10.00	36.00	\$ 31,000.00	\$ 111,600.00	0.00	\$ -
10	465	Manhole (Compl) Ty "A"	EA	1.00	1.00	\$ 2,200.50	2.00	3.00	\$ 4,401.00	1.00	4.00	\$ 2,200.50	2.00	6.00	\$ 4,401.00	\$ 13,203.00	0.00	\$ -
11	*467	Safety End Treatment (18")(4:1)	EA		-	\$ -		-	\$ -		-	\$ -		-	\$ -	\$ -	0.00	\$ -
12	*467	Safety End Treatment (18")(3:1)	EA		-	\$ -	2.00	2.00	\$ 1,400.00		2.00	\$ -		2.00	\$ -	\$ 1,400.00	0.00	\$ -
13	*506	Construction Exits (Ty II)(Install)	SY		-	\$ -		-	\$ -	2.00	2.00	\$ 31.00	250.00	252.00	\$ 3,875.00	\$ 3,906.00	0.00	\$ -
14	*506	Construction Exits (Ty II)(Remove)	SY		-	\$ -		-	\$ -		-	\$ -	252.00	252.00	\$ 1,386.00	\$ 1,386.00	0.00	\$ -
15	*506	Temp Sediment Control Fence	LF	300.00	300.00	\$ 675.00	95.00	395.00	\$ 213.75	605.00	1,000.00	\$ 1,361.25	668.00	1,668.00	\$ 1,503.00	\$ 3,753.00	0.00	\$ -
16	4035	RC Low Head Pressr Pipe (CL III)(18 IN)	LF		-	\$ -		-	\$ -		-	\$ -	90.00	90.00	\$ 2,011.50	\$ 2,011.50	0.00	\$ -
17	4035	RC Low Head Pressr Pipe (CL III)(24 IN)	LF		-	\$ -		-	\$ -		-	\$ -	80.00	80.00	\$ 2,600.00	\$ 2,600.00	0.00	\$ -
18	4035	Stand Pipe (24 IN)	EA		-	\$ -		-	\$ -		-	\$ -	1.00	1.00	\$ 4,000.00	\$ 4,000.00	0.00	\$ -
19	464	Lower to 13' -24" RCP	LF		-	\$ -		-	\$ -		-	\$ -	122.00	122.00	\$ 2,196.00	\$ 2,196.00	0.00	\$ -
20	464	Lower to 8' - 24" RCP	LF		-	\$ -		-	\$ -		-	\$ -	77.00	77.00	\$ 770.00	\$ 770.00	0.00	\$ -
21	465	Manhole break concrete	EA		-	\$ -		-	\$ -		-	\$ -	1.00	1.00	\$ 600.00	\$ 600.00	0.00	\$ -
22	465	7" Inlet extension in depth	EA		-	\$ -		-	\$ -		-	\$ -	1.00	1.00	\$ 3,100.00	\$ 3,100.00	0.00	\$ -
23	465	2" Inlet extension in depth	EA		-	\$ -		-	\$ -		-	\$ -	1.00	1.00	\$ 890.00	\$ 890.00	0.00	\$ -
24	465	Conflict Concrete Manhole Type A	LS		-	\$ -		-	\$ -		-	\$ -	1.00	1.00	\$ 4,646.00	\$ 4,646.00	0.00	\$ -
25	465	Inlet (Compl)Ty "C" (Material only)	EA		-	\$ -		-	\$ -		-	\$ -	1.00	1.00	\$ 2,475.00	\$ 2,475.00	0.00	\$ -
		<b>Total Drainage</b>				<b>\$ 182,308.90</b>			<b>\$ 203,568.45</b>			<b>\$ 71,461.75</b>			<b>\$ 88,037.63</b>			<b>\$ -</b>
		<b>TOTAL BASE AMOUNTS:</b>				<b>\$ 182,308.90</b>			<b>\$ 203,568.45</b>			<b>\$ 71,461.75</b>			<b>\$ 88,037.63</b>	<b>\$ -</b>		<b>\$ -</b>

Prepared and Checked By: \_\_\_\_\_ Printed Name: Javier Gutierrez  
 Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**APPLICATION FOR RETAINAGE RELEASE**

To: HIDALGO COUNTY PRECINCT NO. 2 (OWNER)  
 From: OG Construction Company, LLC (CONTRACTOR)  
 Contract: C-08-399-02-09  
 Project: Tower Road Drainage  
 OWNER's Contract No. C-08-399-02-09 ENGINEER's Project No. ENG06.019b  
 For Work accomplished through the date of: 26-Jun-2009

1. Original Contract Price:		\$ 569,005.57
2. Net change by Change Orders and Written Agreements (+ or -):		\$ (23,628.84)
3. Current Contract Price (1 plus 2):		\$ 545,376.73
4. Total completed and stored to date:		\$ 545,376.73
5. Retainage (per Agreement):		
	0% of completed Work:	\$ -
	5% of stored material:	\$ -
	Total Retainage:	\$ -
6. % of Construction Completed:		
	100% of contracted \$ amount has been completed	
7. Total completed and stored to date less retainage (4 minus 5):		\$ 545,376.73
8. Less previous Application for Payments:		\$ (518,107.89)
9. Balance to Finish:		\$ -
10. AMOUNT DUE THIS APPLICATION (6 MINUS 7):		\$ 27,268.84

Accompanying Documentation:

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through RETAINAGE RELEASE inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated 8-Jul-09 OG Construction Company, LLC  
 CONTRACTOR

By: \_\_\_\_\_

State of Texas

County of Hidalgo

Subscribed and sworn to before me this \_\_\_\_\_  
 day of \_\_\_\_\_

\_\_\_\_\_  
 Notary Public  
 My Commission expires: \_\_\_\_\_

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 8-Jul-09 R. GUTIERREZ ENGINEERING CORPORATION  
 ENGINEER

By: \_\_\_\_\_

**Proposed Renovation Plan-Mediplex Building  
CC REGULAR**

**Date:** 09/01/2009  
**Submitted By:** Marty Salazar, PURCHASING DEPT.  
**Submitted For:** Marty Salazar  
**Department:** PURCHASING DEPT.  
**Agenda Category:** Purchasing Department **Purchasing only:** Hidalgo County

**Information**

**CAPTION**

Pursuant to Hidalgo County specifications, presentation for acceptance and approval of proposed floor plan, diagram, or scheme for the renovations of: Lease and/or Lease Purchase Office Space for Hidalgo County (building also known as the Mediplex Facility) awarded by CC on 6-8-09 so as to proceed to finalize and execute Lease and/or Lease Purchase Document and vendor to commence renovations.

**BACKGROUND**

**Fiscal Impact**

**FISCAL YEAR:** 2009 **ACCT. #:** 9-1100-415-00-115-002-0-441  
**FUNDS AVAILABLE Y/N?:** **MATCHING FUNDS Y/N?:**  
**BUDGETARY IMPACT:**  
 \$103,712.00 available funds as of 08/28/09. rc

**Attachments**

Link: [Exhibit A](#)  
 Link: [Back up](#)

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	08/28/2009 04:33 PM	APRV
2	Budget & Management	Erika Zamora	08/28/2009 04:37 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	08/28/2009 04:57 PM	APRV
4	Auditor's Office		08/28/2009 06:08 PM	NEW
Form Started By: Marty Salazar			Started On: 08/28/2009 03:29 PM	
Final Approval Date: 08/28/2009				

**EXHIBIT "A"**  
**"LEASE and/or LEASE PURCHASE OFFICE  
SPACE for HIDALGO COUNTY"**  
**BID NO.: 2009-064-05-13-MEG**

**SPECIFICATIONS**

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**SCOPE OF SERVICES:** Lease Space of an Office Building in good working habitable condition and must be located within a **three (3) mile(s) radius** of the Hidalgo County Courthouse. Said office spaces shall have the designated rooms or areas for conducting of the following functions:

- Waiting area, reception area, file room, computer area, a lounge area and storage room, etc. as indicated on the attachment.

**Instructions to bidders:**

These instructions apply to all offers made to Hidalgo County (herein referred to as "County") by all prospective vendors (herein after referred to as "Bidders").

- Please review this document in its entirety. Be sure your bid is complete, and double check your bid for accuracy.
- All information included will be open to the public, other bidders, media as per The Texas Open Records Act and shall not be confidential in nature. If you deem any information as confidential it should not be made part of your bid package.

**SPECIFICATIONS:**

1. The proposed office building shall consist of a minimum of 21,000 square feet and a maximum of 27,000 square feet of available office space to house Hidalgo County Elected Officials, and Departments currently located at Old Administration Building (100 E. Cano);
2. Bidder shall charge by the square foot. The bid should reflect the actual square feet of the building being proposed.
3. Hidalgo County reserves the right to inspect and/or view the premises being proposed for occupancy.
4. Hidalgo County has the option to purchase the office building which is the subject of these specifications. All lease payments shall be applied to the purchase price of the office building should the County exercise its option to buy the property.
5. The proposed office building shall meet all ADA requirements for all entrances, restrooms and/or parking areas provided by bidder. Parking spaces for both regular and handicapped needs shall conform to local municipal ordinances and state law.
6. The proposed bid premises shall have accessible handicapped restroom facilities for both men & women. Separate restrooms for employees shall also be provided.
7. Bidder shall maintain liability insurance on the proposed building. Bidder shall also maintain insurance against fire, accident and natural disaster.

8. Office Building shall have water, sewer, garbage pick up electricity and natural gas. Bidder shall be responsible for electrical maintenance.
9. Office Building shall be in good working condition and be handicap accessible to provide services to the residents of Hidalgo County. The Office Building shall have adequate air conditioning & heating available. Maintenance of air conditioning and heating shall be the responsibility of the Bidder.
10. An existing office building must be ready for occupancy with all the specifications completed and in compliance with the Americans with Disabilities Act, one hundred twenty (120) days from the date of the bid award or the award will expire.
11. If any renovations to the office building that are necessary in order to comply with the specifications mentioned herein said renovations will be made by the Bidder. The renovations shall be completed and constructed according to the floor plan, diagram, or scheme acceptable to the Commissioner's Court designee (s) Point. All remodeling or renovations shall be completed within one hundred twenty (120) days after the date of bid award. If completion date is not met, will be expire.
12. The award of the bid will be evidenced by a written lease agreement in a form acceptable to Hidalgo County. A copy of the required lease is included as a draft in this bid package and is subject to change depending on the type of award made by Commissioner's Court (i.e. Lease Agreement or Lease Purchase Agreement;)
13. Said building shall accommodate approximately 8 to 10 departments (see attachment for list of departments to be housed at location) in size or the equivalent.
14. Bid premises shall have public restrooms, one (1) for men, one (1) for women and handicapped accessible. Separate restroom facilities for employees.
15. Building should be equipped with fire extinguishers for each department or amount required by the City Fire Code under federal, state, local and building codes and regulations. Floor area exits or exit access doorways must comply with the City Fire Code under federal, state and local building codes and regulations.
16. The building should be well insulated with ERA rating.
17. Prior to occupancy or commencement of the lease agreement and every year afterward for the duration of the contract, the Bidder must provide acceptable indoor air quality. The quality of the air in and occupied enclosed space that is within an established temperature and comfort zone and which does not contain air contaminants in sufficient concentration to produce a negative impact on the health and comfort of the occupants. Must be present at all times. Established temperature and relative humidity comfort zones are defined as:
  - Temperatures must be maintained between 68 and 76 degrees Fahrenheit depending on the season (winter 68-73; summer 73-76); relative humidity levels must be maintained between 30% and 55%, with the humidity level not less than 30% and not to exceed 55%.
  - Hidalgo County reserves the right to review the Indoor Quality Test results.

18. Public Building: must be free of environmental hazards such as lead, asbestos, etc. Please provide information that the building proposed is free for environmental hazardous materials, any toxic substance as defined under Federal, State law and local regulations.
19. During the term of the lease, all air conditioning systems must comply with the American Society of Heating, Refrigeration and Air-Conditioning Engineers Specifications (ASHRAE). Proof of compliance with specifications must be provided at the time of the bid. Maintenance of air conditioning, heating will be the responsibility of the Bidder's expense.
20. Prior to occupancy, and during the term of the lease approved upon written request of The County, Bidder must provide documentation from an approved laboratory source that biological contaminant levels (i.e., mold, mold spores, fungi, yeast, etc.) within the building do not exceed more than 10% of contiguous outside air levels.
21. HVAC Systems must be cleaned and inspected prior to occupancy by County and on an annual basis at the Bidder's expense.
22. Hidalgo County requires a third party inspection, at Bidder's expense, with accompanying report of a property condition report/assessment of building (i.e. roof, plumbing, HVAC, electrical, etc.) no older than ninety (90) days from the date of bid submittal;
23. Hidalgo County requires the Bidder to maintain a weather tight roof system throughout the term of the lease.
24. Security lighting must be provided on the outside of the proposed building and approved by Hidalgo County.
25. The bidder who will be awarded the contract/lease will ensure that the facilities (toilets, water faucets, and air conditioning, heating, etc.) within the building are working properly before and during the rental/lease of the building and will provide all upkeep and maintenance under the lease.
26. Building shall be in good working condition and be handicap accessible to provide services to all clients. The building shall also be safe from rodents and insects prior to occupancy by the Hidalgo County.
27. All repairs will be done on a timely manner as prioritized by Hidalgo County.
28. Bidder must provide the legal description of the property along with your bid and include a proposed "FLOOR PLAN LAYOUT" of you facility.
29. Hidalgo County shall require must have permission to install phone lines, audio, video and/or data cabling in the facility if necessary.
30. Prior to occupancy, Bidder must provide documented proof that the building is asbestos free.

## **REQUIREMENTS:**

The awarded bidder shall adhere to the following insurance requirements:

1. Certificates of insurance shall be submitted to Hidalgo County Purchasing Department for approval prior to Lease and/or Lease Purchase services being performed by Bidder hereunder.
2. Bidder must maintain liability insurance on the building plus insure building for fire, accident and natural disaster. Also, bidder shall maintain liability insurance on the premises as described and listed in Insurance Requirements SEE EXHIBIT "C" attached.
3. Property insurance policy shall provide that any proceeds for loss or damage to building or to improvements shall be payable solely to Bidder, which sum shall be used by Bidder's for repair and restoration purpose.
4. Each policy of insurance required hereunder shall extend for a period equivalent to or longer than the term of this Lease and/or Lease Purchase, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to cancellation of any such coverage on the termination date or otherwise the lease shall be automatically suspended upon the cancellation or other termination of required policy of insurance hereunder

## **TERMS & CONDITIONS:**

1. The initial term of the contract/Lease and/or Lease Purchase shall be for a period of two (2) Years with the County's option to renew contract for one (1) additional year under the same rates, terms and conditions.
2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid.
3. The contract shall remain in effect until contract expires, or terminated by County with a sixty (60) day written notice prior to any cancellation.
4. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.
5. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.
6. All cost and expenses associated with the preparation and submission of bids, proposals and/or quotes shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.
7. The successful bidder will indemnify and hold harmless the County, and its officers, officials, and employees, agents and attorneys for any and all claims and expenses arising out of or related to the performance of the contract awarded pursuant hereto.



8. Hidalgo County has the authority to utilize State Contract from its membership with their existing or new cooperatives when ever it is in the County's best interest to do so.

**ADDITIONAL INFORMATION:**

Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statements of qualifications be routed to: Martha L. Salazar, CPPB, Purchasing Agent, 2812 South Business 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

**ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE BY NO LATER THAN, Wednesday May 6, 2009 by 5:00 P.M.** Responses to said inquiries will be sent to applicants via facsimile by no later than Friday May 8, 2009 by 5:00 P.M.

**Reminder:**

**PLEASE PROVIDE THE LEGAL DESCRIPTION OF THE PROPERTY ALONG WITH YOUR BID\***

**EXHIBIT "A-1"**  
**HIDALGO COUNTY**  
**"LEASE and/or LEASE PURCHASE OFFICE SPACE for HIDALGO COUNTY"**  
**BID NO.: 2009-064-05-13-MEG**

Department	Approx. Square ft Required	Required Space
<u>Commissioners Court</u>	2300	1. Panel <ul style="list-style-type: none"> <li>• 1 Judge</li> <li>• 4 Commissioners</li> <li>• Attorney</li> <li>• Auditors</li> </ul> 2. Podium 3. Cameraman 4. Security Executive conference room to accommodate approximately 15 additional people
<u>Human Resources</u>	4000	<ul style="list-style-type: none"> <li>• Waiting Area adequate seating for the general public.</li> <li>• Drug testing area               <ul style="list-style-type: none"> <li>a. Waiting area for employees</li> </ul> </li> <li>• Reception area</li> <li>• New filing system</li> <li>• Break room</li> <li>• Bathrooms</li> </ul>
<u>Public Defenders</u> <ul style="list-style-type: none"> <li>• Chief Public Defender</li> <li>• 1<sup>st</sup> Asst. Public Defender</li> <li>• 5 Public Defenders</li> <li>• Investigator</li> <li>• Intake Officer</li> <li>• Admin. Asst.</li> </ul>	4000	<ul style="list-style-type: none"> <li>• Reception Area</li> <li>• Front Office</li> <li>• Conference Room/Meeting Room</li> <li>• Break Room</li> <li>• 2- Bathrooms</li> <li>• File/Storage Room</li> <li>• Individual Offices</li> </ul>
<u>County Judges Office</u>	5500	<ul style="list-style-type: none"> <li>• 2 Bathrooms</li> <li>• 1 Ex. Asst</li> <li>• 3 Adm. Aide I</li> <li>• 3 Adm. Asst.</li> <li>• 1 Adm. Asst. II</li> <li>• 1 Asst. Chief Adm.</li> <li>• 1 Chief Adm.</li> <li>• 1 Economic Development Planner II</li> <li>• 1 Economic Development Coord</li> </ul>
<u>Emergency Management Service</u>	3800	<ul style="list-style-type: none"> <li>• Reception Area</li> <li>• Front Office</li> <li>• Conference Room/Meeting Room</li> <li>• Break Room</li> <li>• Bathrooms</li> <li>• File/Storage Room</li> <li>• Individual Offices</li> </ul>
<u>Probate Court Staff Only</u>	2300	<ul style="list-style-type: none"> <li>• Court Auditor</li> <li>• Court Investigator</li> </ul>
<u>Auxiliary Court A &amp; B Staff</u>  <u>Auxiliary A</u>  <u>Auxiliary B</u>	3600	<ul style="list-style-type: none"> <li>• 2 Judges Chambers</li> <li>• 2 Restrooms</li> <li>• 2 Court Reporter</li> <li>• 2 Bailiff</li> <li>• Liaison</li> <li>• Court Room</li> <li>• Jury Room</li> <li>• Jury Box</li> <li>• Public Gallery</li> </ul>
<u>CPS Master (2 people)</u>	900	<ul style="list-style-type: none"> <li>• 1 Judges Chambers</li> <li>• 1 Coordinator</li> </ul>
<b>Total Square Feet</b>	<b>26,400 sq. ft</b>	

**EXHIBIT "A"**  
**Metes and Bounds Description of the Property**

**[To be provided]**

# EXHIBIT "B"

## "LEASE and/or LEASE PURCHASE OFFICE SPACE for HIDALGO COUNTY" BID NO.: 2009-064-05-13-MEG BID FORM

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable  
INCOMPLETE submittals shall be considered a probable cause for disqualification.

**\*PLEASE PROVIDE THE LEGAL DESCRIPTION OF THE PROPERTY ALONG WITH YOUR BID\***

Proposed Location ( physical address) <u>1615 S CLUSNER STEs B-J</u>
Legal Description: <u>ALBERTSON'S EDINBURG, LOT 1</u>
Total Square feet of Proposed Building <u>25928</u>

VENDOR	SQUARE FOOT	COST
PRICE per square foot	<u>\$1.00 + NNN</u>	<u>\$ 25,928.=</u>
Total Monthly Bid Price		<u>\$ 25,928.=</u>

BIDDER/COMPANY NAME: EDINBURG REAL ESTATE NETWORK TIME: 2009

ADDRESS: 1615 S. CLUSNER, STE A

CITY: EDINBURG STATE: TX ZIP CODE: 78530 **OPENED**

PHONE No. (956) 381-9854 cell: (956) 451-0348 FAX No. (956) 381-9858 9:47

AUTHORIZED SIGNATURE: [Signature]

PRINTED NAME: OSCAR CORTES, MD

TITLE: PRESIDENT

EMAIL: drocortes@yahoo.com

Witnessed [Signature]

**AI-15566**

**23.A.4.**

**Lease and/or Lease Purchase of Office Space for Hidalgo County  
CC REGULAR**

**Date:** 06/08/2009  
**Submitted By:** Elena Gomez, PURCHASING DEPT.  
**Submitted For:** Marty Salazar  
**Department:** PURCHASING DEPT.  
**Agenda Category:** Purchasing Department **Purchasing only:** Hidalgo County

**Information**

**CAPTION**

Recommending award of bid and approval of lease and/or lease purchase of office space lease contract (reviewed by legal counsel as to form) to lowest bidder meeting all specifications/requirements as hereto for Hidalgo County-"Lease and/or Lease of Purchase of Office Space for Hidalgo County" BID NO: 2009-064-05-13-MEG

**BACKGROUND**

Fiscal Impact to be determined by Budget and Management

**Fiscal Impact**

**FISCAL YEAR:** 2009 **ACCT. #:** 9-1100-415-00-115-002-0-441  
**FUNDS AVAILABLE Y/N?:** Yes **MATCHING FUNDS Y/N?:**  
**BUDGETARY IMPACT:**  
 Available balance as of 06-04-09 \$103,712.00

**Attachments**

Link: [BID PACKET](#)  
 Link: [Tabulation and Bid rcvd.](#)  
 Link: [draft lease](#)

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/03/2009 04:53 PM	APRV
2	Budget & Management	Veronica Lopez	06/04/2009 08:11 AM	APRV
4	Auditor's Office		06/05/2009 08:33 AM	NEW
Form Started By: Elena Gomez			Started On: 05/19/2009 11:25 AM	
Final Approval Date: 06/05/2009				

**AI-16655****20.A.5.**

**Approval-Final Lease with Option to Purchase Agreement with Edinburg  
Real Estate Network Inc,  
CC REGULAR**

**Date:** 07/28/2009**Submitted By:** Rocio Villarreal, PURCHASING DEPT.**Submitted For:** Rocio Villarreal**Department:** PURCHASING DEPT.**Agenda Category:** Purchasing Department **Purchasing only:** Hidalgo County**Information****CAPTION**

Acceptance and approval of the final Lease with Option to Purchase Agreement for the, "Mediplex Office Complex," with Edinburg Real Estate Network Inc., as approved to award on CC 6/08/09. C-09-064-06-08 with monthly rental amount of \$1.00/sq.ft. (not to exceed 25,928 sq.ft.) with determination of the purchase price of \$

**BACKGROUND**

Projected occupancy date September 01, 2009. rc

**Fiscal Impact****FISCAL YEAR:** 2009**ACCT. #:** 9-1100-415-00-115-002-0-441**FUNDS AVAILABLE Y/N?:** Y**MATCHING FUNDS Y/N?:****BUDGETARY IMPACT:**

\$103,712.00 available funding as of 07/24/2009. rc

**Attachments**

Link: [Lease Agreement](#)

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/24/2009 02:26 PM	APRV
2	Budget & Management	Erika Zamora	07/24/2009 03:08 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	07/24/2009 04:45 PM	APRV
4	Auditor's Office		07/24/2009 05:10 PM	NEW
Form Started By: Rocio Villarreal		Started On: 07/23/2009 04:03 PM		
Final Approval Date: 07/24/2009				

AI-17209

23.B.1.

**Pct. 1-Interlocal Agreement-County & City of Mercedes-Mile 2 W Project & WA#1 -Supp Agreeemnt #2**

**CC REGULAR**

**Date:** 09/01/2009

**Submitted By:** Letty Saenz, PURCHASING DEPT.

**Submitted For:** Marty Salazar

**Department:** PURCHASING DEPT.

**Agenda Category:** Purchasing Department

**Purchasing only:** Prct. 1

**Information**

**CAPTION**

a. Approval to enter into an Interlocal Agreement between the City of Mercedes and Hidalgo County in connection to Contract No. C-08-226-09-30 for "Mile 2 West Road (from Mile 12 North and 0.44 Miles North of US-83)" for Hidlago County Precinct No. 1;

b. Approval of Work Authorization #1 (Supplemental Agreement No. 2) for Four (4) parcel at \$2,750.00 per parcel or an increase of \$11,000.00 with TEDSI Infrastructure Group to provide engineering services to Hidalgo County Precinct No. 1 in connection with Contract No. C-08-226-09-30 for "Mile 2 West Road (from Mile 12 North and 0.44 Miles North of US-83)".

**BACKGROUND**

Request from TEDSI and Pct #1  
Interlocal Agreement with the City of Mercedes  
WA#1 Supp Agreement#2 from TEDSI  
Contract #C-08-226-09-30-TEDSI-Pct 1

**Fiscal Impact**

**FISCAL YEAR:** 2009

**ACCT. #:** 9-1315-431-00-121-040-0-XXX

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

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

PO #613184 funds available in obj. 731 of \$23,484.58 as of 8-28-09.

Funds available in obj. 841 of \$13,750.00 as of 8-28-09 in order to fund the Supplemental Agreement #2 increase of \$11,000.00 for TedsI Infrastructure Group.

**Attachments**

Link: [Interlocal Agreement](#)

Link: [WA#1 -Supp Agreeemnt #2](#)

Link: [email request by Pct 1](#)

Link: [contract document-Mile 2 W Project-C-08-226-09-30](#)

## Form Routing/Status

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Purchasing Department	Marty Salazar	08/27/2009 03:34 PM	APRV
2	Budget & Management	Erika Zamora	08/27/2009 03:50 PM	APRV
3	Ivan Cantu	Ivan Cantu	08/28/2009 08:49 AM	APRV
4	Auditor's Office	Linda Fong	08/28/2009 11:56 AM	APRV
5	Leticia Saenz	Angela Garcia	08/28/2009 02:55 PM	APRV
6	Purchasing Department	Marty Salazar	08/28/2009 04:11 PM	APRV

Form Started By: Letty Saenz

Started On: 08/27/2009 11:25 AM

Final Approval Date: 08/28/2009

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STATE OF TEXAS           §  
  §  
COUNTY OF HIDALGO   §

**INTERLOCAL COOPERATION AGREEMENT  
BETWEEN THE COUNTY OF HIDALGO AND  
THE CITY OF MERCEDES, TEXAS**

THIS Agreement is made on this the 1<sup>st</sup> day of September, 2009, by and between the **CITY OF MERCEDES, TEXAS**, hereinafter referred to as "City" and **COUNTY OF HIDALGO, TEXAS**, hereinafter referred to as "County" pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

**WITNESSETH:**

**WHEREAS**, City is home rule municipality, located in Hidalgo County, Texas;

**WHEREAS**, County is a county in the State of Texas;

**WHEREAS**, the Texas Department of Transportation ("TxDOT") has deemed it necessary to make certain highway improvements to Mile 2 West from US-83 to Mile 12 North (the "Project"), a section of which is within the city limits of City and its Extra Territorial Jurisdiction ("ETJ");

**WHEREAS**, County has been designated by TxDOT as an entity eligible to receive Federal and State partial reimbursement for work related to the Project;

**WHEREAS**, the Project will require the acquisition of certain right-of-way, environmental documentation, engineering design, construction and construction management within the city limits and ETJ of City and as such, City has requested that County provide all necessary services required for the Project on its behalf;

**WHEREAS**, City and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Tex. Gov't Code 791.001 et. seq., which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act.

**NOW, THEREFORE**, City and County, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. County agrees to undertake the acquisition of right-of-way for the Project within the city limits and ETJ of City, including but not limited to, required title reports, title

policies, appraisals, recording fees, closing costs, the cost of land and condemnation of rights-of-way which cannot be acquired by agreement of the landowner on a reimbursement basis.

2. City further agrees to reimburse County for any and all expenses not reimbursed directly to County by TxDOT for the right-of-way acquisition including but not limited to the cost of land, title policies, appraisals, recording fees, closing costs and any necessary legal services and any other associated expenses incurred by County related to acquisition or condemnation of such right-of-way within the city limits and ETJ of City.
3. County agrees to invoice City for all expenses incurred on City's behalf for the Project for work performed within the city limits and ETJ except for those expenses paid directly by TxDOT to County on City's behalf, and City agrees to make such payments to County within thirty (30) days of receipt of invoices.
4. City further agrees to at its sole cost and expense to incur all costs associated with utility design, construction costs for utility relocation and all related items within the corporate city limits and the ETJ of City which may be necessary to complete the Project described herein.
5. County and City will coordinate work schedules in order to provide for minimal disruption of traffic and operation during the construction of the Project as described herein.
6. Each party agrees to conform to its own applicable purchasing laws, regulations, policies, and procedures with respect to the portion of the work under this Agreement performed by each party.
7. **Conflict of Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between and provision of their 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 provision of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the times such conflict exists.
8. **No Waiver.** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
9. **Entire Agreement.** This Agreement contains the entire contract between the parties

hereto and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by County and City and not otherwise.

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

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

If to City:                   City of Mercedes, Texas  
                                  Attention: Joel Quintanilla, Mayor  
                                  P. O. Drawer 837  
                                  Mercedes, Texas 78570

If to County:               Hidalgo County, Texas  
                                  Attention: J.D. Salinas, III, County Judge  
                                  P.O. Box 758  
                                  Edinburg, Texas 78540-0758

with copy to :             Honorable Sylvia S. Handy,  
                                  Commissioner for Hidalgo County Precinct No. 1  
                                  1902 Joe Stephens Ave.  
                                  Weslaco, Texas 78596

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

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

13. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.
14. **Assignment.** This Agreement shall not be assignable.
15. **Headings.** The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.
16. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.
17. **Authority to Execute.** The execution and performance of this Agreement by City and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of City and County in accordance with its terms.
18. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.
19. **Commitment of Current Revenues Only.** In the event that during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

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

**CITY OF MERCEDES**

\_\_\_\_\_  
Joel Quintanilla, Mayor

**ATTEST:**

\_\_\_\_\_  
Arcie, Felix, City Secretary

**HIDALGO COUNTY**

\_\_\_\_\_  
Juan D. Salinas, III, County Judge

**ATTEST:**

\_\_\_\_\_  
Arturo Guajardo, County Clerk

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

BY: \_\_\_\_\_  
Stephen L. Crain, Attorney

**EXHIBIT "F"**  
**HIDALGO COUNTY**  
Professional Engineering Services  
Agreement # C-08-226-09-30  
**Supplemental Agreement Form**

**WORK AUTHORIZATION NO. 1**  
**SUPPLEMENTAL AGREEMENT NO. 2**

THIS **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 8 of the **Agreement** made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and **TEDSI INFRASTRUCTURE GROUP**, professional engineers of Mission, Texas, hereinafter called the "**Engineer**".

**PART 1. Scope of Work.** The purpose of this Work Authorization is to provide services as Mile 2W from Mile 12 North to 0.44 miles north of US-83 for the addition of Four (4) right of way parcels located within the city limits of the City of Mercedes, Tx.

**PART 2. Estimated Cost.** The estimated cost for services under Work Authorization No. 1, Supplemental Agreement No. 1 is **\$321,266.52** as approved under Agreement No. C-08-226-09-30. The additional cost will be Four (4) parcel at \$2,750.00 per parcel or an increase of \$11,000.00 for a new lump sum amount payable under Agreement C-08-226-09-30 of **\$332,266.52**.

**PART 3. Payment.** Compensation and payment to the **Engineer** for the services established under this Work Authorization shall be made in accordance with Articles 5, 6, and 7 of the **Agreement**.

**PART 4. Period of Service.** This Work Authorization shall become effective on the date of final acceptance of the parties hereto.

**PART 5. Responsibilities and Obligations.** This Work Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

**PART 6. Acceptance and Acknowledgement.** This Work Authorization is hereby accepted and acknowledged as indicated below and effective as of \_\_\_ day of \_\_\_\_\_, 2009.

**HIDALGO COUNTY PRECINCT NO. 1**

**THE ENGINEER:**  
**TEDSI Infrastructure Group**

BY: \_\_\_\_\_  
Sylvia S. Handy, Commissioner

BY: \_\_\_\_\_  
Craig F. Stong, (Vice President)

**ATTEST:**

**THE OWNER:**  
**HIDALGO COUNTY**

BY: \_\_\_\_\_  
Arturo Guajardo, Jr., County Clerk

\_\_\_\_\_  
Juan D. Salinas, III, County Judge

## Leticia Saenz

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**From:** noe.montez [noe.montez@co.hidalgo.tx.us]  
**Sent:** Wednesday, August 26, 2009 5:00 PM  
**To:** 'Leticia Saenz'; jose.pena@co.hidalgo.tx.us; joseph.palacios@co.hidalgo.tx.us  
**Subject:** interlocal w/ city of mercedes/ and also the supplemental agreement

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

**Categories:** Red Category

Please proceed w/ placement of subject Interlocal agreement between the County and the city of mercedes on the next CC for approval. The funding is in 9-1315-431-00-121-040-0-841, and I will have moved w/ line item transfer to object 711 to allow for increase of the po

THE STATE OF TEXAS                   §  
  §  
COUNTY OF HIDALGO                 §

**CORRECTED**  
**AGREEMENT FOR GENERAL ENGINEERING SERVICES**  
**Contract No. C-08-226-09-30**

**THIS AGREEMENT** is made, by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and **TEDSI Infrastructure Group, Inc.** professional engineers of Mission, Texas, hereinafter called the "**Engineer**".

**WITNESSETH:**

**WHEREAS**, the **Owner** desires to contract with the **Engineer** to provide **General Engineering Services for Mile 2 West Road Improvements between Mile 12 North and Mile 7 ½ North** for Hidalgo County Precinct Number One.

**NOW, THEREFORE**, the **Owner** and the **Engineer** in consideration of the mutual covenants and agreements herein contained do mutually agree as follows:

**ARTICLE 1. Employment of Engineer.** The **Owner** agrees to employ the **Engineer** and the **Engineer** agrees to perform general engineering, rights of way & field topographic services as stated in the articles to follow, and for having rendered such services, the **Owner** agrees to pay the **Engineer** compensation as stated in the articles to follow.

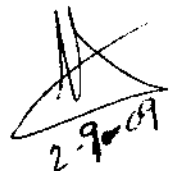
**ARTICLE 2. Character and Extent of Services.** This Agreement will provide for of the **Project** with the following:

**2.1. Scope of Work.** The **Owner** will furnish items and provide those services for the development of Work Authorizations and fulfillment of this Agreement, as identified in **EXHIBIT "A" -Services to be Provided by the Owner**, attached hereto and made a part of this Agreement. The **Engineer** shall render professional engineering services for the development of said Work Authorizations and fulfillment of this Agreement as identified in **EXHIBIT "B"-Services to be Provided by the Engineer**, attached hereto and made a part of this Agreement.

**2.2 Classification of Services.** For this Agreement, the professional services to be provided by the **Engineer**, as more particularly identified in **EXHIBIT "B"**, attached hereto.

**2.3 Schedule of Work.** The **Engineer** shall prepare a schedule of work (hereinafter referred to as "**Work Schedule**") in accordance with the terms identified in **EXHIBIT "C"-Work Schedule**, attached hereto and made a part of this Agreement.

**ARTICLE 3. Period of Service.** Upon execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof.



A handwritten signature in black ink, appearing to be 'A', is written over the date '2-9-09'.

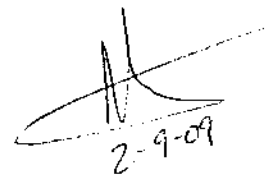


**3.1 Termination Date.** This Agreement shall terminate at the completion of services as defined in Exhibit B, attached hereto. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Engineer** to begin work or during periods when work is suspended.

**3.2 Suspension of Work.** Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the **Owner** shall provide thirty (30) calendar days verbal notification to the **Engineer**, followed by written confirmation from the **Owner** to the **Engineer** to that effect. The thirty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the **Owner** to the **Engineer**. The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**.

**3.3 Termination of Agreement.** This Agreement may be terminated by any of the following conditions:

- (1) **Commitment of Current Revenues.** In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Engineer**. The **Owner** agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp.1995).
- (2) By mutual agreement and consent, in writing, of both the **Engineer** and the **Owner**.
- (3) By the **Owner**, upon failure of the **Engineer** to fulfill the **Engineer**'s obligations set forth herein in a satisfactory manner as determined by the **Owner** and in sole opinion of the **Owner**, after the **Owner** provides written notice to the **Engineer** of such failure and the **Engineer** has not corrected such failure within (30) days of such written notice by the **Owner**.
- (4) By the **Engineer**, upon failure of the **Owner** to fulfill the **Owner**'s obligations set forth herein, after the **Engineer** provides written notice to the **Owner** of such failure and the **Owner** has not corrected such failure within thirty (30) days of such written notice by the **Engineer**.
- (5) By the **Owner** without cause upon thirty (30) days written notice to the **Engineer**.
- (6) By satisfactory completion of all services and obligations described herein.



Handwritten signature and date: 2-9-09

THE STATE OF TEXAS           §  
  §  
COUNTY OF HIDALGO §

**AGREEMENT FOR GENERAL ENGINEERING SERVICES**  
**Contract No.           C-08-226-09-30**

**THIS AGREEMENT** is made, by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner’s Court**, hereinafter called the "**Owner**", and **TEDSI Infrastructure Group, Inc.**, professional engineers of Mission, Texas, hereinafter called the "**Engineer**".

W I T N E S S E T H:

WHEREAS, the **Owner** desires to contract with the **Engineer** to provide **General Engineering Services for Mile 2 West Road Improvements between Mile 12 North and 0.44 miles north of US-83** for Hidalgo County Precinct Number One.

NOW, THEREFORE, the **Owner** and the **Engineer** in consideration of the mutual covenants and agreements herein contained do mutually agree as follows:

**ARTICLE 1. Employment of Engineer.** The **Owner** agrees to employ the **Engineer** and the **Engineer** agrees to perform general engineering, rights of way & field topographic services as stated in the articles to follow, and for having rendered such services, the **Owner** agrees to pay the **Engineer** compensation as stated in the articles to follow.

**ARTICLE 2. Character and Extent of Services.** This Agreement will provide for of the **Project** with the following:

**2.1. Scope of Work.** The **Owner** will furnish items and provide those services for the development of Work Authorizations and fulfillment of this Agreement, as identified in **EXHIBIT “A” -Services to be Provided by the Owner**, attached hereto and made a part of this Agreement. The **Engineer** shall render professional engineering services for the development of said Work Authorizations and fulfillment of this Agreement as identified in **EXHIBIT “B”-Services to be Provided by the Engineer**, attached hereto and made a part of this Agreement.

**2.2 Classification of Services.** For this Agreement, the professional services to be provided by the **Engineer**, as more particularly identified in **EXHIBIT “B”**, attached hereto.

**2.3 Schedule of Work.** The **Engineer** shall prepare a schedule of work (hereinafter referred to as “**Work Schedule**”) in accordance with the terms identified in **EXHIBIT “C”-Work Schedule**, attached hereto and made a part of this Agreement.

**ARTICLE 3. Period of Service.** Upon execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hercof.

**3.1 Termination Date.** This Agreement shall terminate at the completion of services as defined in Exhibit B, attached hereto. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Engineer** to begin work or during periods when work is suspended.

**3.2 Suspension of Work.** Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the **Owner** shall provide thirty (30) calendar days verbal notification to the **Engineer**, followed by written confirmation from the **Owner** to the **Engineer** to that effect. The thirty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the **Owner** to the **Engineer**. The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**.

**3.3 Termination of Agreement.** This Agreement may be terminated by any of the following conditions:

- (1) **Commitment of Current Revenues.** In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Engineer**. The **Owner** agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp.1995).
- (2) By mutual agreement and consent, in writing, of both the **Engineer** and the **Owner**.
- (3) By the **Owner**, upon failure of the **Engineer** to fulfill the **Engineer**'s obligations set forth herein in a satisfactory manner as determined by the **Owner** and in sole opinion of the **Owner**, after the **Owner** provides written notice to the **Engineer** of such failure and the **Engineer** has not corrected such failure within (30) days of such written notice by the **Owner**.

- (4) By the **Engineer**, upon failure of the **Owner** to fulfill the **Owner's** obligations set forth herein, after the **Engineer** provides written notice to the **Owner** of such failure and the **Owner** has not corrected such failure within thirty (30) days of such written notice by the **Engineer**.
- (5) By the **Owner** with cause upon thirty (30) days written notice to the **Engineer**.
- (6) By satisfactory completion of all services and obligations described herein.

Should the **Owner** terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the **Engineer** notwithstanding anything herein to the contrary. In determining the value of the work performed by the **Engineer** prior to termination, the **Owner** shall be the sole judge of the value of such work performed. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the **Owner** terminate this Agreement under (5) of the paragraph above, the amount charged during the thirty (30) day notice period shall not exceed the amount charged during the preceding ninety (90) days.

If the termination of this Agreement is due to the failure of the **Engineer** to fulfill the **Engineer's** obligations under this Agreement, the **Owner** may take over the Work Authorization and prosecute the work to completion. In such case, the **Engineer** shall be liable to the **Owner** for any additional cost occasioned by the **Owner**.

If the **Engineer** defaults in the performance of this Agreement or if the **Owner** terminates this Agreement for fault on the part of the **Engineer**, the **Owner** will give consideration to payment of an amount in settlement to include: the actual costs incurred by the **Engineer** in performing the work to the date of default, the amount of work required which was satisfactorily completed to date of default, the value of the work which is usable to the **Owner**, the cost to the **Owner** of employing another consultant and/or firm to complete the work required and the time required to do so, and other factors which affect the value to the **Owner** of the work performed at the time of default. This Agreement shall not be considered as specifying the exclusive remedy for any default by the **Engineer**, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

The termination of the Agreement and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of the **Owner** and the **Engineer** under this Agreement, except the obligations set forth in Articles 11.2, 12, 13, 15, 16, 17, 18.3, 19, 22, and 26, hereto.

**ARTICLE 4. Progress and Coordination.** The **Engineer** shall, from time to time during the progress of the work, confer with the **Owner**. The **Engineer** shall prepare and present such information as may be pertinent and necessary, or as may be requested by the **Owner**, in order to evaluate features of the **Engineer's** services and work.

At the request of the **Owner** or the **Engineer**, conferences shall be provided at the **Engineer's** office, the office of the **Owner**, or at other locations designated by the **Owner**. These conferences shall also include evaluation of the **Engineer's** services and work when requested by the **Owner**.

All applicable study reports shall be submitted in preliminary form for approval by the **Owner** before the final report is issued. The **Owner's** comments regarding the **Engineer's** preliminary report will be addressed by the **Engineer** in the final report.

If funds by other agencies or entities are to be used for the development of the **Project** under this Agreement, the **Engineer's** services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state, and/or federal agencies.

Should it be determined that the progress in the production of the **Engineer's** services and work does not satisfy the requirements of the approved **Work Schedule** as provided by **EXHIBIT "C"**, attached hereto, the **Owner** shall review the approved **Work Schedule** with the **Engineer** to determine the corrective action needed by either the **Owner** or the **Engineer**.

The **Engineer** shall promptly advise the **Owner** in writing of events which have a significant impact upon the progress of the **Engineer's** services and work and the approved **Work Schedule**, including:

- (1) problems, delays, adverse conditions which will materially affect the ability to attain contract objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of Work Authorization deliverables by the **Engineer** within established time periods; this disclosure will be accompanied by a statement by the **Engineer** of recommended or immediate action taken, or contemplated, and any **Owner** or other agency or entity assistance needed to resolve the situation; and
- (2) favorable developments or events which enable meeting the **Work Schedule** goals sooner than anticipated.

**ARTICLE 5. Compensation and Fees.** For and in consideration of the services to be rendered by the **Engineer**, the **Owner** shall compensate the **Engineer** as follows:

**5.1 Services.** For and in consideration of the **Services** to be rendered by the **Engineer**, as identified in Article 2 and more particularly identified in **EXHIBIT "B"**, attached hereto, the maximum amount payable by the **Owner** to the **Engineer**

for *Services*, subject to adjustment in accordance with Article 6.1 herein, will be provided in each work authorization issued. Payments to the **Engineer** for *Services* shall be made by the **Owner**, upon presentation by the **Engineer** of the monthly **Request for Payment**, in accordance with the terms and provisions of Article 6 herein.

**5.2 Special Services.** Those services that may be required to be provided by the **Engineer** as *Special Services* are set forth below and more particularly described in **EXHIBIT "B"**, attached hereto. For and in consideration of these *Special Services* rendered as required by the **Engineer**, the **Owner** shall pay the **Engineer** a negotiated lump sum fee (hereinafter referred to as "**Special Services Fee**") at the hourly labor rates and non-labor rates (hereinafter referred to as "**Contract Rates**") specified in **EXHIBIT "D"-Contract Rates**, attached hereto and made a part of this Agreement, and as follows:

1. **RESIDENT OR SITE ENGINEER, INSPECTOR.** Actual performance of services of project site engineer, resident engineer and/or inspector, if required by **Owner**.
2. **DOCUMENT COPIES.** Actual performance and / or providing of additional copies (over 3) of reports; additional copies (over 3) of plans (contract drawings), specifications, and estimates (PS&E); additional copies (over 3) of bidding documents; additional copies (over 3) of as-built drawings.
3. **EXTRA TRAVEL.** Extra travel required of **Engineer** and authorized by **Owner** to points outside of Hidalgo County.
4. **EXPERT WITNESS.** Assistance to the **Owner** as expert witness in any litigation with third parties, arising from the development or construction of the improvements provided in each Work Authorization.
5. **MISCELLANEOUS.** Investigations involving detailed consideration of operation, maintenance and overhead expenses and (unless otherwise agreed) the preparation of rate schedules, earning and expense statements; preparation of feasibility studies; environmental document preparation; appraisals, valuations, and material audits; or inventories required for certification of force account construction performed by the **Owner**; preparation of change orders for extra work done by the **Contractor**.

## **ARTICLE 6. Method of Payment.**

**6.1 Request for Payment.** Payments to the **Engineer** for services rendered will be made while work is in progress as executed through a lump sum fee assigned to each work authorization (hereinafter referred to as "**Work Authorization**") in accordance with Article 7 herein. For each **Work Authorization**, the **Engineer** shall prepare and submit to the **Owner** monthly progress reports in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter referred to as "**Request for Payment**"). The progress report shall indicate the percent completion of the work accomplished by the **Engineer** during the billing period and to the date of the **Request for Payment**. On or before noon of the first Monday of each month during the performance of the services, the **Engineer** shall submit to the **Owner** for approval a **Request for Payment**. Payment of the lump sum fee for each **Work Authorization** identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified in such **Work Authorizations** together with a detailed breakdown of the amount and the sum of all prior payments. The **Owner** shall review each such **Request for**

**Payment** and may make such exceptions as the **Owner** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the **Owner** meets approving such payment, the **Owner** shall make payment to the **Engineer** in the amount approved as aforesaid subject to Article 6.4 herein and below. If **OWNER** fails to make any payment due **ENGINEER** for services and expenses within thirty days after receipt of **ENGINEER**'s invoice therefore, the amounts due **ENGINEER** will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and, in addition, **ENGINEER** may, after giving seven days' written notice to **OWNER**, suspend services under this Agreement until **ENGINEER** has been paid in full all amounts due for services, expenses and charges. Payments will be credited first to interest and then to principal. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

If the Work Authorization, or any portion(s) thereof, are deleted or otherwise not constructed, compensation to the **Engineer** by the **Owner** for the Work Authorization or such portions of the Work Authorization shall be only the amounts paid the **Engineer** for actual work performed in accordance with the **Work Authorization(s)** approved by the **Owner**.

**6.2 Final Payment.** After final completion of the work and acceptance thereof by the **Owner**, the **Engineer** shall submit a final request for payment ("**Final Request for Payment**") which shall set forth all amounts due and remaining unpaid to the **Engineer** and upon approval thereof by the **Owner**, the **Owner** shall pay to the **Engineer** the amount due ("**Final Payment**") under such **Final Request for Payment** in accordance with the provisions of Article 6.1 hereof. The **Final Payment** shall not be made until the **Engineer** delivers to the **Owner** an affidavit that so far as the **Engineer** has knowledge or information any and all amounts due for materials and services over which the **Engineer** has control have been paid.

**6.3 Qualification on Obligations to Pay.** Any provision hereof to the contrary notwithstanding, the **Owner** shall not be obligated to make any payment (whether a payment under Article 6.1 hereof or **Final Payment**) to the **Engineer** hereunder if any one or more of the following conditions precedent exist:

- (1) The **Engineer** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;
- (2) Any part of such payment is attributable to the **Engineer**'s services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Engineer**'s services which were performed in accordance with this Agreement;
- (3) The **Engineer** has failed to make payments promptly to consultants or other third parties used in connection with the Work Authorization for which the **Owner** has made payment to the **Engineer**;

- (4) If the **Owner**, in good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Engineer's** services in accordance with this Agreement, no additional payments will be due the **Engineer** hereunder unless and until the **Engineer**, at its sole cost, performs a sufficient portion of the **Engineer's** services so that such portion of the compensation then remaining unpaid is determined by the **Owner** to be sufficient to so complete the **Engineer's** services.

6.4 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the **Engineer's** services to which such partial payment related or relieves the **Engineer** of any of its obligations hereunder with respect thereto.

6.5 The **Engineer** shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the **Engineer's** services.

6.6 **Waiver.** The making of the **Final Payment** shall constitute a waiver of all claims by the **Owner** except those arising from (1) faulty or defective services of the **Engineer** appearing after completion of the **Project**, (2) failure of the **Engineer's** services to comply with the requirements of this Agreement or any contracts or Agreements related to the Work Authorization, or (3) terms of any special warranties required by this Agreement or provided at law or in equity. The acceptance of **Final Payment** shall constitute a waiver of all claims by the **Engineer** except those previously made in writing and identified by the **Engineer** as unsettled at the time of the **Final Request for Payment**.

**ARTICLE 7. Work Authorization.** After execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof, only as authorized by the **Owner** through an agreed **Work Authorization** document in the form identified in **EXHIBIT "E" – Work Authorization Form**, attached hereto and made a part of this Agreement. The **Engineer** will identify, as approved by the **Owner**, the needed services for the Work Authorization, as required through the course of the development of the Work Authorization. The **Owner** shall authorize the **Engineer** to perform one or more of the agreed tasks identified in **EXHIBIT "B"**, attached hereto, in the form of individual work authorizations. Upon authorization from the **Owner**, the **Engineer** will prepare a **Work Authorization** document, which will include a description of the work to be performed, including a description of the tasks and milestones, a work schedule, and an estimated cost proposal agreed upon by the **Owner** and the **Engineer**. The estimated cost proposal shall set forth in detail the computation of the cost of each work task, at the hourly rates established and identified in **EXHIBIT "D"**, attached hereto. The **Work Authorization** shall not waive the **Owner's** and the **Engineer's** responsibilities and obligations established in this Agreement.

The estimated cost proposal for each **Work Authorization**, developed by the **Engineer** and approved by the **Owner**, shall be used by the **Owner** to appropriate a purchase order for the **Work Authorization**. Each executed **Work**



**Authorization** shall become a part of this Agreement. Upon satisfactory completion of the **Work Authorization**, the **Engineer** shall submit the Work Authorization's deliverables as specified in the executed **Work Authorization** to the **Owner** for review and acceptance.

Work included in a **Work Authorization** shall not begin until the **Owner** and the **Engineer** have signed the **Work Authorization**. All work must be completed on or before the completion date specified in the **Work Authorization**, unless extended by written agreement by the **Engineer** and the **Owner**. The **Engineer** shall promptly notify the **Owner** of any event that will affect completion of the **Work Authorization**. All **Work Authorizations** must be executed and completed by both the **Engineer** and the **Owner** within the period established for this Agreement as specified in Article 3 hereof.

The final acceptance by the **Owner** of each **Work Authorization** shall serve as evidence of completion, on the part of the **Engineer**, of all services under this Agreement insofar as they pertain to that portion of work identified in the applicable work authorization.

**ARTICLE 8. Supplemental Agreements.** The terms of this Agreement may be amended by supplemental agreement if the **Owner** determines that (1) there is a need to extend the **Termination Date** identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by the **Engineer**, and/or (3) for any other reason agreeable to the **Owner** and the **Engineer**. All supplemental agreements will be developed in the form identified in **EXHIBIT "F" – Supplemental Agreement Form**, attached hereto and made a part of this Agreement, and incorporated herein by reference as "**Supplemental Agreement**".

If determined appropriate by the **Owner**, additional compensation to the **Engineer** for (1), (2) and/or (3) above shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT "D"**, attached hereto. The negotiated lump sum fee shall be incorporated into the **Supplemental Agreement**.

Any **Supplemental Agreement** must be executed by both the **Engineer** and the **Owner** prior to the **Termination Date** specified in Article 3 hereof.

It is distinctly understood and agreed that no claim by the **Engineer** for additional work, as identified in Article 9 hereof, or changes or revisions in work, as identified in Article 10 hereof, shall be made by the **Engineer** until full execution of the **Supplemental Agreement** and authorization to proceed is granted by the **Owner**. The **Owner** reserves the right to withhold payment to the **Engineer** pending verification of satisfactory work performed by the **Engineer**.

**ARTICLE 9. Additional Work.** If the **Engineer** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the **Engineer** shall promptly notify the **Owner** in writing. In the event the **Owner** finds that such work does constitute extra work, the **Owner** shall so advise the **Engineer** and a written supplemental agreement will be executed between the **Owner** and the **Engineer** as provided herein. The **Engineer** shall not perform any proposed additional work or incur any additional costs prior to the execution by both the **Engineer** and the **Owner** of a supplemental agreement. Additional compensation from the **Owner** to the **Engineer** shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT "D"**, attached hereto. The negotiated lump sum fee shall be incorporated into the supplemental agreement as specified in Article 8 hereof. The **Owner** shall not be liable or under any obligation to compensate the **Engineer** for work performed or costs incurred by the **Engineer** relating to additional work not directly associated with the performance of the work authorized in this Agreement or as amended through supplemental agreement.

**ARTICLE 10. Changes or Revisions in Work.** If the **Owner** finds it necessary to request changes to the work, and the changes are within the applications of sound engineering principles, the **Engineer** shall make such revisions if requested and directed by the **Owner**.

**10.1 Preliminary Work.** The **Engineer** will make, without expense to the **Owner**, such revisions of any preliminary reports or drawings as may be required to meet the needs of the **Owner** and the applications of sound engineering principles.

**10.2 Previously Approved or Satisfactorily Completed Work.** If the **Owner** finds it necessary to request the **Engineer** to make changes to work previously approved by the **Owner** or work satisfactorily completed for which the **Owner** approves or, after a definite plan has been approved by the **Owner**, if a decision is subsequently made by the **Owner**, which for proper execution involves extra services and expenses for changes in or additions to the drawings, specifications or other documents, this will be considered as additional work, and compensation from the **Owner** to the **Engineer** will be in accordance with Article 9 hereof.

**10.3 Project Delays.** If the **Engineer** is required to perform additional work due to delays by the imposition of causes not within the **Engineer**'s control, such as by the re-advertisement of bids or by the delinquency or insolvency of contractors, such work associated with these delays shall be considered additional work, and the **Engineer** shall be compensated by the **Owner** for such extra services and expense in accordance with Article 9 hereof.

**10.4 Reduction of Project Cost.** Notwithstanding any provision herein to the contrary, in the event it is necessary for the **Owner** to require changes in the final plan to enable it to reduce the construction cost the **Engineer** will be required to make such revisions or changes. These changes will be considered additional work by the **Engineer**. Payment for this additional work will then be made to the **Engineer** in accordance with Article 9 hereof.

**ARTICLE 11. Ownership and Release of Documents.**

**11.1 Ownership of Documents.** Original drawings and specifications are the property of the **Engineer**; however, the Work Authorization deliverables are the property of the **Owner**, and the **Engineer** may not use the drawings and specifications thereof for any purpose not relating to the Work Authorization without the **Owner's** consent. The **Owner** shall be furnished with such reproductions of drawings and specifications as the **Owner** may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article 3.4 hereof, the **Engineer** will revise drawings to reflect changes made during construction and will promptly furnish the **Owner** with one complete set of reproducible record prints. Prints shall be furnished by the **Engineer**, as an additional service, at any other time requested by **Owner**. All such reproductions shall be the property of the **Owner** who may use them without the **Engineer's** permission for any proper purpose relating to the Work Authorization, including, but not limited to, additions to or completion of the Work Authorization. Any additions or revisions by the **Owner** to a drawing signed, scaled, and dated by a registered professional engineer, shall be made in accordance with the Texas Engineering Practice Act and the Rules of the State Board of Registration for Professional Engineers.

All documents furnished to the **Engineer** by the **Owner** shall be delivered to the **Owner** upon completion or termination of this Agreement. The **Engineer**, at the **Engineer's** own expense, may retain copies of such documents or any other data under this Agreement.

**11.2 Release of Documents or Information.** Release of information to the public or others regarding the Work Authorization will be in accordance with the Texas Public Information Act.

**ARTICLE 12. Discounts, Rebates, Refunds.** In connection with procurement services rendered by the **Engineer**, if procurement services are required of the **Engineer** hereunder, all discounts, rebates and refunds shall accrue to the **Owner**. For some purchases, the **Engineer** may deem that payment within the discount period is not safe; and/or inspection, guarantees, or other considerations may dictate delay. In such cases, the **Engineer** shall promptly notify the **Owner** so that a course of action may be mutually agreed upon by the **Owner** and the **Engineer**.

**ARTICLE 13. Records, Accounting, Inspection.** The **Engineer** shall keep full and detailed records and accounts in a manner approved by the **Owner**. The **Engineer** shall afford the **Owner's** authorized personnel and independent auditors, if any, full access to the work performed by the **Engineer** regarding the Work Authorization and to all of the **Engineer's** books, records, correspondence, instructions, drawings, receipts, vouchers and other documents relating to such work under this Agreement, and the **Engineer** shall preserve all such records for three (3) years after final payment. The **Engineer** shall deliver to the **Owner** upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and requirements of the **Owner**.

**ARTICLE 14. Subcontracting and Assignment.** The **Engineer** shall not assign, subcontract or transfer the **Engineer's** interest in this Agreement without the prior written consent of the **Owner**. The **Engineer** shall bind every subconsultant by written subcontract to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontract relieves the **Engineer** of any responsibilities under this Agreement.

The **Engineer**, and the **Owner**, do hereby bind themselves, their successors, executors, administrators and assigns to each other party of this Agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this contract.

**ARTICLE 15. Patents.** The **Engineer** shall indemnify and save the **Owner** harmless from all liability for alleged or actual infringement of any patent resulting from the use of apparatus or equipment furnished or designed by the **Engineer** or from the use of any process designed by the **Engineer** or effected by said apparatus or equipment, and the **Engineer** shall indemnify and save the **Owner** harmless from and against all costs, legal fees, expenses and liabilities incurred in or about any claim of or action for such infringement; provided, however, that the **Owner** shall promptly transmit to the **Engineer** all papers served on the **Owner** in any suit involving such claim of infringement, and provided further, that the **Owner** permits the **Engineer** to have entire charge and control of the defense of any such suit. If because of actual infringement the use of such apparatus, equipment, or process is enjoined, the **Engineer** shall refund the purchase price thereof in proportion to the length of service uncompleted, the life of such apparatus or equipment being assumed as five years. The **Engineer** hereby grants to the **Owner** a non-exclusive, royalty-free license under patents now or hereafter owned by the **Engineer** covering any machines, apparatus, processes, articles, or products included in the **Engineer's** work hereunder.

**ARTICLE 16. Confidential Information, Inventions and Other Restrictions.**

**16.1 Confidential Information.** The **Engineer** shall not use in any way, commercial or otherwise, except to the extent required by the proper performance of this Agreement; and shall hold in confidence and not disclose to any person, for any reason or at any time, any information relating to the secret processes, products, compositions, machinery, apparatus or trade secrets of the **Owner**, or any other confidential information given to the **Engineer** by any of the **Owner's** commissioners, elected officials, employees, or representatives or acquired by the **Engineer** during the term of or as a result of this Agreement. Any information not generally available to the public shall be considered secret and confidential for the foregoing purposes; provided, however, that any technical information which was lawfully in the **Engineer's** possession prior to such disclosure to the **Engineer** by the **Owner** or which is or shall lawfully be published or become part of general knowledge from sources other than the **Engineer** or which otherwise shall lawfully become available to the **Engineer** from a source other than the **Owner**, shall not be subject to these provisions. All the foregoing stipulations shall apply to such information and work hereunder as well as to any information and ideas originated or developed by the **Engineer** in performing such work. Such information may, of course, be disclosed to the proper officials or employees of the **Owner** if necessary to perform the work hereunder. The **Engineer** shall, however, inform each of its employees who receive such information of these restrictions and the **Engineer** shall take all reasonable precautions and exert all reasonable efforts to assure conformance with such restrictions by all of its officers, employees, and agents, obtaining from them if necessary, agreements satisfactory to the **Owner**, effectuating the purposes of this Article.

**16.2 Inventions.** The **Engineer** shall communicate to the **Owner** at once, and require the **Engineer's** employees assigned to the Work Authorization to communicate to the **Owner** all inventions and improvements which any of the **Engineer's** employees, either alone or in conjunction with any of the **Owner's** employees may conceive, make or discover during the course of or as a result of work on any Work Authorization under this or any ensuing agreement with the **Owner** that relates to the processes, products, compositions, machinery or plants of the **Owner**, or relating in any way to any of the operations in which the **Owner** has been or is engaged at the time, and such inventions and improvements shall become the sole, exclusive property of the **Owner** without any obligation on its part to make any payment therefor in addition to any sums which the **Owner** may be obligated to pay to the **Engineer** as compensation for services rendered by the **Engineer** under contract with the **Owner**. The **Engineer** shall require its employees to execute patent applications and assignments thereof to the **Owner** or its nominees, and powers of attorney relating thereto for any country the **Owner** may designate, and shall take all other actions as the **Owner** may request to maintain and protect such inventions and improvements. The **Owner** shall pay

all costs or charges incurred in protecting such inventions and improvements if the **Owner** desires to protect them. Before assigning any of the **Engineer's** employees to work under any contract with the **Owner** concerning this Work Authorization, the **Engineer** shall obtain from them agreements satisfactory to **Owner** complying in all respects with the terms and provisions of this Article.

**16.3** The rights and obligations set forth in Article 16 shall survive the performance of this Agreement, or any termination, discharge or cancellation thereof.

**ARTICLE 17. Engineer's Seal, Responsibility and Warranties.**

**17.1 Engineer's Seal.** The **Engineer** shall assign a responsible engineer or engineers licensed to practice in the State of Texas, who shall sign, seal and date all appropriate engineering submissions to the **Owner** in accordance with the Texas Engineering Practice Act and the Rules of the State Board of Registration for Professional Engineers.

**17.2 Engineer's Responsibility.** The **Engineer** shall be responsible for the accuracy of the work performed in Work Authorizations, and shall promptly make necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer**. No additional compensation will be made to the **Engineer** for any necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer**.

The **Engineer's** responsibility for all questions arising from design errors and/or omissions will be determined by the **Owner** or a designee appointed by the **Owner**. The **Engineer** will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the **Project** has been completed.

**17.3 Warranties.**

(a) The **Engineer** warrants that engineering design work performed by the **Engineer** hereunder shall be in accordance with sound engineering design practices and in conformance with applicable code and standards established for such work.

(b) Notwithstanding anything to the contrary contained in this Agreement, the **Owner** and the **Engineer** agree and acknowledge that the **Owner** is entering into this Agreement in reliance on the **Engineer's** experience and abilities with respect to performing the **Engineer's** services hereunder. The **Engineer** accepts the relationship of trust and confidence established between it and the **Owner** by this Agreement. The **Engineer** covenants with the **Owner** to use the **Engineer's** best efforts, skill, judgment and abilities to design the improvements in each Work Authorization and to further the interests of

the **Owner** in accordance with the **Owner's** requirements and procedures, in accordance with all professional standards, and in compliance with all applicable national, federal, state, county and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. If the development of plans, specifications and estimates (hereinafter referred to as "**PS&E**") are identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the Work Authorization, prior to the commencement of construction, the **Engineer** shall certify in writing to the **Owner** that the **PS&E** for the Work Authorization, and the improvements when built in accordance therewith, conform to all applicable governmental regulations, statutes and ordinances then in effect. The **Engineer** represents, covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the **Engineer's** services.

(c) The **Engineer** represents, covenants and agrees that all of **Engineer's** services to be furnished by the **Engineer** under or pursuant to this Agreement from the inception of the Agreement until the Work Authorization has been fully completed, shall be of the standard and quality which prevail among engineers of similar experience, knowledge, skill and ability engaged in engineering practice throughout Texas under the same or similar circumstances involving the design and construction.

(d) The **Engineer** represents, covenants and agrees that the **Engineer's** special talent, training and experience cause the **Engineer** to be the prime professional on the Work Authorization; that because of such talent and training, the **Engineer** envisions the construction of the Work Authorization in its entirety, and possesses the special skills which enable the **Engineer** to recognize dangerous conditions that a reasonable, prudent engineer having such special skills could anticipate may arise from the proper use of the improvements after acceptance by **Owner**; that as the design professional, the **Engineer** has some measure of control over any such dangerous conditions; that the **Engineer** has knowledge which will enable the **Engineer** to recognize specific dangers that may arise from the proper use of the improvements after acceptance by **Owner**; and, that the **Engineer** recognizes that any commissioners, elected officials, employees, and agents of the **Owner**, plus residents and owners of property within the area affected by the improvements are within a class of foreseeable persons who will be relying on the improvements being designed in a professional and safe manner.

(e) If the development of **PS&E** is identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the Work Authorization, the **Engineer** represents, covenants and agrees that the **PS&E** of the improvements will be accurate and free from any material errors. The **Engineer**

additionally represents, covenants, and agrees to the following: that the design of the improvements will conform to its foreseeable use with all the amenities as set forth in any **PS&E** developed by the **Engineer** for the Work Authorization; that the result of such **PS&E**, if built in accordance therewith, will be suitable for purposes for which the improvement is designed; that the result of **Engineer's** inspection of the improvements will be suitable for purposes for which the improvements were designed; and, the improvements will be inspected in a workmanlike, professional manner and will be suitable for the Work Authorization's intended purpose. The **Engineer's** responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the **Owner** of any **PS&E** developed by the **Engineer** for the Work Authorization, nor shall the **Engineer** be released from any liability by reason of such approval by the **Owner**, it being understood that the **Owner** at all times is ultimately relying upon the **Engineer's** skill and knowledge in preparing such **PS&E**.

(f) In connection with the **Engineer's** performance of procurement services hereunder, if any, the **Engineer** shall use its best efforts to obtain from all vendors of equipment and materials, fullest possible warranties against defective materials and workmanship for the benefit the **Owner**.

**ARTICLE 18. Engineer's Resources.** The **Engineer** shall furnish and maintain, at the **Engineer's** own expense, office space for the performance of all services, skilled and sufficient personnel, as well as adequate and sufficient equipment to perform the services as required under this Agreement.

**18.1 Project Manager.** The **Engineer** shall provide a manager (**Project Manager**) for the Work Authorization that is a registered professional engineer in the State of Texas. The **Project Manager** shall have such knowledge and experience as will enable the **Project Manager** to perform the duties required for the services under this Agreement. The **Engineer** may change the **Project Manager** during the course of the Work Authorization without prior consent of the **Owner**. If, due to situations beyond the control of the **Engineer**, the **Engineer** must change the **Project Manager** prior to the completion and acceptance of the improvements, the **Engineer** will submit a request to change the **Project Manager** to the **Owner** for approval.

**18.2 Employees of the Engineer.** All employees of the **Engineer** shall have such knowledge and experience as will enable them to perform the duties assigned to them and required for the services under this Agreement. Any employee of the **Engineer** who, in the opinion of the **Owner**, is incompetent, or whose conduct becomes detrimental to the work required under this Agreement, shall immediately be removed from association with the Work Authorization when so instructed by the



**Owner.** The **Engineer** certifies that the **Engineer** presently has employed sufficient and qualified personnel, and will maintain sufficient and qualified personnel for performance of the services under this Agreement.

**18.3 Documents/Information Exchange.** The purpose of this Article is to define the required automated resources, format for graphics files, and information exchange pertaining to the Work Authorization. Taking into consideration that the **Owner** has a significant investment in the development of the improvements, there is a need for the **Engineer** to provide consistency in document development for information exchange. Consistency in document development for information exchange and production will help facilitate an economically efficient improvement. Therefore, the **Engineer** shall provide the **Owner** with documents and information in accordance with the special requirements outlined in **EXHIBIT "B"** attached hereto.

**ARTICLE 19. Indemnification.** To the fullest extent permitted by applicable law, the **Engineer** and its agents, partners, subcontractors, and consultants (collectively "**Indemnitors**") shall and do agree to indemnify, and hold harmless the **Owner**, the **Owner's** respective directors, elected officials, employees and agents (collectively "**Indemnitees**") from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "**Liabilities**") of any person or entity whomsoever arising out of, caused by or resulting from the negligent performance of the **Engineer's** services through activities of the **Engineer**, its agents, partners, subcontractors and/or consultants performed under this Agreement, and which are caused by or result from error, omission, or negligent act of the **Engineer** or of any person employed or contracted by the **Engineer** provided that any such **Liabilities** (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting therefrom and (2) are caused in whole or in part by any negligent act or omission of the **Engineer**, anyone directly or indirectly employed by the **Engineer** or anyone for whose acts the **Engineer** may be legally liable. The **Engineer** shall also save harmless the **Owner** from any and all expense, including, but not limited to, attorney fees which may be incurred by the **Owner** in litigation or otherwise resisting said claim or liabilities which may be imposed on the **Owner** as a result of such activities by the **Engineer**, its agents, partners, subcontractors and/or consultants. In this connection, it is agreed and understood that the **Engineer** shall not be responsible for any portion of the liability proximately caused by the **Owner's** negligence.

**ARTICLE 20. Joint and Several Liability.** In the event more than one of the **Indemnitors** are connected with an accident or occurrence covered by the indemnification in Article 19 hereof, then each of such **Indemnitors** shall be jointly and

severally responsible to the **Indemnitees** for indemnification and the ultimate responsibility among such **Indemnitors** for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any **Indemnitee**. The provisions of this Article shall not be construed to eliminate or reduce any other indemnification or right which the **Owner** or any of the **Indemnitees** has by law.

**ARTICLE 21 Insurance.** The **Engineer** shall obtain and maintain insurance in the limits of liability for each of the types of insurance coverage identified as follows:

- (1) Workers' Compensation, endorsed with a waiver of subrogation in favor of the **Owner** in accordance with the statutory obligations imposed by Worker's Compensation or Occupational Disease laws under the Texas Workers' Compensation Law ("**Statutory Texas**").
- (2) Commercial General Liability, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein*, in limits of liability not less than one million dollars (**\$1,000,000**) combined single limit each occurrence and in the aggregate for bodily injury and property damage.
- (3) Texas Business Automobile Policy, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein*, in limits of liability not less than two hundred fifty thousand dollars (**\$250,000**) each person for bodily injury, five hundred thousand dollars (**\$500,000**) each occurrence for bodily injury, and one hundred thousand dollars (**\$100,000**) each occurrence for property damage.
- (4) Professional Liability in limits of **\$1,000,000** each claim and aggregate.

The **Engineer** covenants and agrees to maintain an insurance policy in the minimum limits of liability for each of the types of insurance coverage identified above. The **Engineer** shall furnish the **Owner** with a certificate of insurance (**Hidalgo County Certificate of Insurance**) showing the said policy to be in full force and effect during the period of service, identified in Article 3 hereto, for this Agreement. The completed **Hidalgo County Certificate of Insurance** shall be attached hereto and identified as **EXHIBIT "G"- Hidalgo County Certificate of Insurance**. The **Engineer** will be considered in breach of contract should the **Engineer** fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and termination of the Agreement as outlined in Article 3.4 hereto. Additionally, the **Engineer** covenants and agrees to use its best efforts to maintain an

insurance policy in the minimum limits of liability and requirements identified above until one year following the date of the acceptance of the Work Authorization by the **Owner**.

**ARTICLE 22. Compliance with Laws.** The **Engineer** shall comply with all applicable Federal, State and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement, including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the **Engineer** shall furnish the **Owner** with satisfactory proof of its compliance therewith.

**ARTICLE 23. Noncollusion.** The **Engineer** warrants that the **Engineer** has not employed or retained any company or persons, other than a bona fide employee working solely for the **Engineer**, to solicit or secure this Agreement, and that the **Engineer** has not paid or agreed to pay any company, engineer or any other person or entity any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or execution of this Agreement. For breach or violation of this warranty, the **Owner** shall have the right to annul this Agreement without liability or, in the **Owner's** discretion, to deduct from the *Services Fee*, or otherwise recover, the full amount of each fee, commission, percentage, brokerage fee, gift or contingent fee.

**ARTICLE 24. Gratuities.** The **Owner** mandates that employees of the **Owner** shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the **Owner** under this Agreement; the only exceptions allowed are ordinary business meals. Any person doing business with or who may reasonably seeking to do business with the **Owner** under this Agreement may not make any offer of benefits, gifts or favors to **Owner** employees, except as mentioned herein above. Failure on the part of the **Engineer** to adhere to this provision may result in the termination of this Agreement.

**ARTICLE 25. Payment of Franchise Tax.** The **Engineer** hereby certifies that the **Engineer** is not delinquent in Texas franchise tax payments, or that the **Engineer** is exempt from, or not subject to, such a tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the **Owner**.

**ARTICLE 26. Disputes.** The **Engineer** shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the **Engineer** in support of the services under this Agreement.

**ARTICLE 27. Severability.** In the event any one or more of the provisions contained in this Agreement shall for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not

affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**ARTICLE 28. Notices.** All notices to either party by the other required under this Agreement shall be personally delivered or mailed to such party at the following respective addresses:

**OWNER:**        *Hidalgo County*  
                      *100 East Cano, 2<sup>nd</sup> Floor*  
                      *Edinburg, Texas 78539*

**ENGINEER:** **TEDSI Infrastructure Group, Inc.**  
                      **1201 E. Expressway 83**  
                      **Mission TX 78572**

The address may be changed by either party by written notice, and notice so mailed shall be effective upon mailing.

**ARTICLE 29. Miscellaneous Provisions.**

(a) This Agreement constitutes the entire Agreement between the **Engineer** and the **Owner** relating to the work herein described, and supersedes any prior understanding or written or oral contracts between the parties respecting the subject matter defined herein. There are no previous or contemporary representations or warranties of the **Owner** or the **Engineer** not set forth herein.

(b) Except as specifically provided herein, no modification, waiver, termination, rescission, discharge, or cancellation of this Agreement or of any terms thereof shall be binding on the **Owner** unless in writing and executed by an officer or employee of the **Owner** specifically authorized to do so.

(c) No waiver of any provision of or a default under this Agreement shall affect the right of the **Owner** thereafter to enforce said provision or to exercise any right or remedy in the event of any other default, whether or not similar.

(d) No modification, waiver, termination, discharge or cancellation of this Agreement or of any terms thereof shall impair the **Owner's** rights with respect to any liabilities, whether or not liquidated, of the **Engineer** to the **Owner** theretofore accrued.

(e) All rights and remedies of the **Owner** specified in this Agreement are in addition to the **Owner's** other rights and remedies.

(f) The **Engineer** shall remain an independent contractor and shall have no power, nor shall the **Engineer** represent that the **Engineer** has any power, to bind the **Owner** or to assume or to create any obligation express or implied on behalf of the **Owner** except as specifically authorized in advance by the **Owner**.

(g) The Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

(h) This Agreement may only be amended by a written document executed by the Owner and the Engineer as provided by Article 8 herein.

**ARTICLE 30. Signatory Warranty** The undersigned signatory or signatories for the Engineer hereby represent and warrant that the signatory is an officer of the organization for which he or she has executed this Agreement, and that he or she has full and complete authority to enter into this Agreement on behalf of the Engineer. The above-stated representations and warranties are made for the purpose of inducing the Owner to enter into this Agreement.

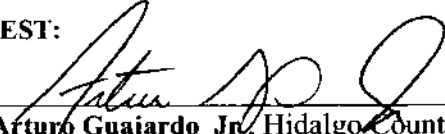
IN WITNESS WHEREOF, the Engineer and the Owner have caused this Agreement for Professional Services to be effective as of the 30th day of September, 2008.

**ENGINEER:**  
**TEDSI Infrastructure Group, Inc.**

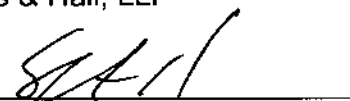
**BY:**   
Jesse Salinas, Chief Executive Officer

**OWNER:**  
**HIDALGO COUNTY**

**BY:**   
Juan D. Salinas III, County Judge

**ATTEST:**  
By:   
Arturo Guajardo Jr, Hidalgo County Clerk

- ATTACHMENTS:
- EXHIBIT A** -Scope of Services to be Provided by the Owner
  - EXHIBIT B** -Scope of Services to be Provided by the Engineer
  - EXHIBIT C** -Work Schedule
  - EXHIBIT D** -Engineer's Contract Rates
  - EXHIBIT E** -Work Authorization Form
  - EXHIBIT F** -Supplemental Agreement Form
  - EXHIBIT G** -Certificate of Insurance (*Hidalgo County*)

Approved As To Form:  
Atlas & Hall, LLP  
By: 

**EXHIBIT "A"**  
**SERVICES TO BE**  
**PROVIDED BY OWNER**

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## EXHIBIT "A"

### **Services to be Provided by the Owner**

The following provides an outline of the services to be provided by the **Owner** in the development of the **Work Authorizations**.

The **Owner** will provide to the **Engineer** the following:

- 1) Prepare and execute a Purchase Order with Hidalgo County Purchasing Department
- 2) Authorization to the Engineer to begin work.
- 3) Payment for work performed by the engineer.
- 4) Assistance to the Engineer, as necessary, to obtain required data and information from other local, regional, and state agencies that the Engineer cannot easily obtain.
- 5) Secure required Environmental permits from regulatory agencies
- 6) Acquire additional Right of Way identified by the Engineer
- 7) Provide any available relevant data that may on file concerning the Project.
- 8) Provide timely review and decisions in response to the Engineers request for information and/or submittals and deliverables.
- 9) Attend and participate in progress meetings as required and as coordinated and conducted by the Engineer.
- 10) Advertise and award, as assisted and recommended by the Engineer, construction contracts for the PS&E developed by the Engineer.
- 11) Attend pre-bid and pre-construction conferences coordinated and conducted by the Engineer.
- 12) Review and approve monthly and final estimates, developed by the Engineer, for payment to the Contractor. Compensate and pay the Contractor for work performed as identified in the approved monthly and final estimates.
- 13) Provide assistance to Engineer where necessary and possible with Owner information/resources to ensure project is completed within timely/efficient basis.
- 14) Provide Engineer with Geotechnical Data for pavement design and thickness.

**EXHIBIT "B"**  
**SCOPE OF SERVICES**  
**TO BE PROVIDED BY ENGINEER**

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## EXHIBIT "B"

### Generalized Services to be Provided by the Engineer

The engineer shall provide the following engineer services required for the preparation of the plans, specification and estimate, and related documents for the above noted project. The Engineer shall maintain a direct line of communication and coordinate very closely with the Hidalgo County.

#### **ROUTE AND DESIGN STUDIES**

- 1) Develop and assemble Preliminary Construction Cost Estimates at 30%, 60% and 90% milestone submittals.
- 2) Develop Roadway Design Criteria; prepare the Design Summary Report.
- 3) Attend, participate and document the Design Concept Conference.
- 4) Conduct additional soil core hole drilling to supplement those already collected. Utilize existing soil boring information if available.
  - a) Retaining Walls
  - b) Miscellaneous Structures
  - c) Bridges
- 5) Prepare foundation information summary for all structures.
- 6) Develop a feasibility study, design alternative analysis and/or a geometric schematic
- 7) Assist in developing a public involvement plan and accomplish tasks as necessary to effectuate the plan
- 8) Identify existing right of way limits and locate all major utilities within the study limits.
- 9) Determine minimum ROW and easement requirements using the proposed typical sections and preliminary cross sections. Adjust the proposed typical sections to accommodate refinements in design of the proposed alternative. Such refinements may include widening of pavement for turn lanes, changes in side slopes to reduce ROW requirements, use of retaining walls to minimize ROW and environmental impacts, addition of the proposed pavement design section, and other changes in the roadway typical sections.
- 10) The ENGINEER will provide an Engineering Summary Report outlining the various design alternatives considered with reasons for selection of the preferred alternative. All of the engineering analysis and methodology used in determining the preferred alternative will be documented in the report.
- 11) Conduct an analysis of traffic operations (level of service) for the intersecting streets using acceptable simulation software based on traffic data provided by TxDOT. This analysis will be used to determine the appropriate intersection design. Diagrams will also be developed of the existing and projected traffic volumes and turning movements, to be shown on the schematic drawing.
- 12) Obtain traffic counts at specific locations using tube counters and or personnel to obtain traffic counts.

#### **SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES, AND PUBLIC INVOLVEMENT**

- 1) Prepare environmental questionnaire and associated exhibits.
- 2) Prepare environmental documents (categorical exclusions or assessments) including the following elements, as appropriate:
  - a) Description of the existing facility/setting and environment
  - b) Description of the proposed action including appropriate discussions of roadway construction, utility construction, right-of-way needs and funding/construction cost
  - c) Explanation of the need and purpose for the project
  - d) Discussion of reasonable alternatives
  - e) Potential social, economic and environmental factors
    - i) Social impacts
      - (1) Relocations/displacements of people, businesses and farms
      - (2) Environmental justice
      - (3) Community Cohesion
      - (4) Social Economic Data
      - (5) Land Use
      - (6) Regional and community growth

- (7) Public facilities and services
- ii) Economic impacts (i.e. property values, regional and individual access, (1) emergency response) iii. Environmental impacts (i.e. land use, water quality, noise, air quality, (2) vegetation, endangered species, historic/archaeological/cultural (3) resources, hazardous materials/contamination)
- 3) Discussion of secondary impacts
- 4) Conclusion of findings
- 5) Schedule, coordinate, attend and follow-up activities for public involvement meeting(s) and/or hearing(s).
- 6) Prepare exhibits for the public meetings, railroads, etc. as required.
- 7) The ENGINEER will perform evaluations and other tasks related to permitting issues for particular locations or elements of the project.

## **RIGHT-OF-WAY & UTILITIES**

- 1) Right-of-Way:
  - a) Identify areas where temporary construction/driveway easements or agreements may be required.
  - b) Prepare exhibits for driveway penetration agreements.
  - c) Identify areas where additional rights of way or drainage easements may be required.
- 2) Utility Coordination:
  - a) Identify & map existing and proposed utility locations. Proposed utilities will only be mapped if Microstation files depicting the proposed utilities are supplied by the utility company and they line up with the project datum and coordinate system.
  - b) Coordinate and attend utility coordination meetings. Engineer to provide copies of plans and cross sections to the utility companies.
  - c) Incorporate resolutions from utility coordination meetings into plans.
  - d) Coordinate with utility companies to determine areas of conflicts.
  - e) Provide coordination of utility adjustments with assistance from County. Provide technical assistance and meeting exhibits as needed. Verify utility relocation plans are in accordance with TxDOT's Utility Accommodation Policy Manual.

## **FIELD SURVEYING**

- 1) Obtain right of entry (short of litigation) to adjacent properties, as required.
- 2) Cross section drainage channels and drainage facilities as required.
- 3) Ties to existing bridges, bridge foundations, culverts and other existing drainage facilities as required.
- 4) Locate proposed soil core holes as drilled.
- 5) Establish x, y, and z coordinates of power poles, manholes and valves of various utilities, flow lines of existing sanitary sewer and storm sewer lines, and subsequent utility ties of facilities exposed by others.
- 6) Update planimetries to accurately reflect changes in topography due to development, erosion, etc.
- 7) Provide aerial survey services to produce
  - a) Digital Terrain Models
  - b) Digital Ortho Rectified Photos
  - c) Digital planmetric
- 8) Re-establish project baseline and appropriate offset(s) - recover and verify.
- 9) Provide project ties at limits of project in order to provide adequate length to establish grades.
- 10) Temporary signs, traffic control, flags, safety equipment, etc. Traffic control includes services of warning sign company to provide lane closures as required for safety of survey personnel.

## **ROADWAY DESIGN CONTROLS**

- 1) Grading Design
  - a) Finalize horizontal and vertical alignments, and superelevation transitions of roadways based upon the approved schematic layout. Determine vertical clearances at grade separations and overpasses, taking into account the appropriate superelevation rate. Prepare Horizontal Alignment Data sheets, Horizontal Alignment Layout sheets, and

- Survey Control Data sheets.
- b) Prepare Project Layout sheets.
- c) Develop Typical Sections & Form 1002 for submittal & approval. Prepare Existing and Proposed Typical Section sheets.
- d) Prepare Existing Plan sheets and Planing Layout sheets.
- e) Prepare plan and profile sheets for roadway and intersecting streets as required for widening and/or reconstruction.
- f) Develop Design Cross Sections - Design Cross Sections shall be submitted in electronic format and on 11" x 17" paper sheets or roll drawings. Design Cross-sections shall incorporate the following details on each section:
  - i) Baseline & ROW Designations.
  - ii) Existing Natural Ground, Finished Grade
  - iii) Earthwork will be calculated according to specification and calculations shown for each cross section.
  - iv) Side Slope ratios.
  - v) Driveways as required.
- g) Determine roadway quantities, including cut and fill quantities, and prepare quantity summary sheets. Show earthwork quantities on the plan sheets and cross sections.

## **DRAINAGE**

- 1) Hydraulic Drainage Study and Documentation
  - a) Gather information regarding existing drainage features, facilities and watersheds.
  - b) Evaluate existing drainage conditions.
  - c) Develop drainage area map and discharge rates. D. Hydraulic computations
    - i) Cross Drain Culverts
    - ii) Channels
    - iii) Storm drainage/inlets
    - iv) Drainage analysis of waterways
    - v) Surface Channels/Ditches
- 2) Layout, Structural Design and Detailing of Drainage Features
  - a) Culverts replacements and or extensions with impact analysis based on FEMA criteria for 100 year storm.
  - b) Storm drains
    - i) New storm drainage
    - ii) Modify existing storm drains
    - iii) Inlets
    - iv) Manholes
    - v) Trunk lines
    - vi) Temporary drainage facilities
- 3) Storm Water Pollution Prevention Plan (SW3P)
  - a) Develop SW3P Narrative
  - b) Develop separate SW3P Plans for each phase of construction. SW3P controls may include but are not limited to temporary sediment fence, construction exits, detention ponds, and rock berms.
    - i) Development of plans and details for Best Management Practices (BMPs) for permanent water quality features.
    - ii) Scour evaluations and preparation of scour report as needed.
    - iii) Determine quantities for drainage and SW3P items and prepare Summary of Quantity sheets.

## **SIGNING, MARKINGS AND SIGNALIZATION**

- 1) Develop Traffic Signal Plans as required. Prepare Traffic Signal Layout and Detail Sheets
  - a) Determine quantities and prepare quantity summary sheet
    - i) List of all bid items
    - ii) Bid item quantities
    - iii) Specification item number
    - iv) Paid item description and unit of measure
  - b) Basis of estimate sheet (list of materials)

- c) General notes and specification data sheet
  - d) Plan sheet(s)
    - i) Existing traffic control that will remain (signs and markings)
    - ii) Existing utilities
    - iii) Proposed highway improvements
    - iv) Proposed installation
    - v) Proposed additional traffic controls
    - vi) Proposed illumination attached to signal poles.
  - e) Notes for plan layout
  - f) Phase sequence diagram(s)
    - i) Signal locations
    - ii) Signal indications
    - iii) Phase diagram
    - iv) Signal sequence table
    - v) Flashing operation (normal and emergency)
    - vi) Preemption operation (when applicable)
    - vii) Interval timing, cycle length and offset
  - g) Construction detail sheets(s)
    - i) Poles (TxDOT standard sheets)
    - ii) Detectors
    - iii) Pull Box and conduit layout
    - iv) Controller Foundation standard sheet
  - h) Barricade and warning sign standard sheet and any special details for work zone traffic control for special conditions
  - i) General Traffic Signal Requirements
    - i) Contact local utility company
      - (1) Confirm power source
      - (2) Discuss route of aerial or underground interconnect cable (when applicable)
      - (3) Adjustment of overhead utility lines
    - ii) Prepare governing specifications and special provisions list
    - iii) Prepare traffic signal estimate
- 2) Signing and Pavement Marking Plans
- a) Signing and Pavement Marking Layouts, details include:
    - i) Roadway layout
    - ii) Center line with station numbering
    - iii) ROW lines
    - iv) Culverts and other structures that present a hazard to traffic
    - v) Approximate location of utilities
    - vi) Existing signs to remain, to be removed, to be relocated
    - vii) Proposed signs (illustrated and numbered)
    - viii) Proposed markings (illustrated and quantified) which include pavement markings, object markings and delineation
    - ix) Quantities of existing pavement markings to be removed
    - x) Proposed delineators and object markers
  - b) Determine quantities and prepare Summary of Small Signs Tabulation
  - c) Determine quantities and prepare Summary of Large Signs Tabulation including all Guide Signs
  - d) Sign Detail Sheets
    - i) All signs except route markers
    - ii) Design details for large guide signs
    - iii) Dimensions of letters, shields, borders, corner radii etc.
    - iv) Designation of shields attached to guide signs
    - v) Designation of arrow used on exit direction signs
  - e) Determine final pavement marking and delineation quantities and prepare Pavement Marking Summary sheet

## MISCELLANEOUS (ROADWAY)

- 1) Retaining Walls
  - a) Prepare Retaining Walls Layouts and Details, possible wall types:
  - b) Retaining Wall Layouts (PLAN), include:
    - i) Designation of reference line
    - ii) Beginning and ending retaining wall stations
    - iii) Offset from reference line
    - iv) Horizontal curve data
    - v) Total length of wall
    - vi) Indicate face of wall
    - vii) All wall dimensions and alignment relations (alignment data as necessary)
    - viii) Soil core hole locations
    - ix) uncontaminated, subsurface drainage details
  - c) Retaining Wall Layouts (ELEVATION), include:
    - i) Top of wall elevations at each joint or intervals
    - ii) Existing and finished ground line elevations
    - iii) Limits of measurement for payment
    - iv) Top and bottom of wall profiles and soil core hole data plotted at correct station and elevation. The plot shall be at the same scale as the wall profile. Ground water elevations and the observation date shall be shown.
    - v) Uncontaminated, subsurface drainage details
  - d) Foundation Studies shall be obtained at approximately 100 foot intervals along retaining wall alignments over soft or questionable ground. The core holes shall extend a minimum of 15 feet below the footing elevation or deeper (as soil conditions warrant). In no instance should the spacing of core holes exceed 500 feet.
  - e) Determine Retaining Wall Quantities and Estimate. Prepare Summary of Quantities sheet.
  - f) Typical Retaining Wall cross sections.
  - g) General Guidelines for Retaining Walls. For projects where total estimated retaining wall quantity exceeds 30,000 square feet, preliminary retaining wall layouts shall be submitted no later than 6 months prior to the Austin Division PS&E submission deadline.
- 2) Illumination
  - a) Illumination Plan Layouts
    - i) Roadway layout noting pavement edges, shoulders, curbs, retaining walls, etc.
    - ii) Center line with station numbering.
    - iii) ROW lines.
    - iv) Symbol legend. Use department standard symbols for lighting and electrical.
    - v) Culverts and other structures that present a hazard to traffic.
    - vi) Location of underground utilities, if not shown on plan profile.
    - vii) Location of overhead electrical lines, both crossing and parallel to ROW.
    - viii) Existing sign lighting circuits and roadway illumination to remain or be removed.
    - ix) Existing service poles, electrical circuits, ground boxes, etc.
    - x) Contact electric utility for service pole locations, voltage characteristics.
    - xi) Location of proposed roadway illumination
    - xii) Proposed electrical circuits.
    - xiii) Tabulation of all quantities including proposed, existing to be relocated, existing to be removed. The layout sheet quantities and lighting summary shall be shown. Tabulations to include estimated quantity with a column for final quantities.
  - b) Prepare FAA forms and letters if required.
- 3) Determine if intersections at the frontage roads will require re-grading to meet ADA requirements across the accessible route.
- 4) Widen the intersections for right turn lanes and left turn lanes as identified by the TxDOT Traffic Engineer.
- 5) Develop Miscellaneous Roadway Details.

- 6) Develop Driveway Details & Summaries. Determine and design driveways required for reconstruction to meet ADA requirements.
- 7) Formulate and Prepare Traffic Control Plan, Detours and Sequence of Work Narrative. Develop Traffic Control Plan (TCP) for all phases of construction. A detailed TCP shall be developed when traffic handling during construction involves complications for which a feasible solution is not covered by the current Texas MUTCD, the current Barricade and Construction (BC) Standards or the current Traffic Control Plan Standards (TCP). For the purposes of this contract, the TCP will be developed according to the District's Guidelines for Traffic Handling. For the purposes of this contract, the traffic control plans (including temporary drainage, signing, striping and signalization) will be developed in conjunction with adjoining projects, and shall include Traffic Management System and Joint Bid Utility facilities. The Engineer shall interface and coordinate all phases of work, including the traffic control plans, with the State's consultant(s) preparing the PS&E of the proposed project immediately adjacent to this project.
  - a) Formulate overall Traffic Control concepts and construction sequence phases.
  - b) Develop Sequence of Work Narrative describing of all phases of the TCP that typically appears in the construction contract proposal. As such, the narrative is not required to appear on the individual TCP sheets.
  - c) Develop TCP Layouts and Details for all phases of construction. The following items are required on all TCP Layouts:
    - i) The sequence of construction and method of handling traffic during each phase.
    - ii) The existing and proposed traffic control devices that will be used to handle traffic during each construction sequence. Include temporary signals, regulatory signs, warning signs, construction warning signs, guide signs, route markers, construction pavement markings, channelizing devices, portable changeable message signs, flashing arrow boards, barricades, barriers, and temporary illumination.
    - iii) The proposed traffic control devices (stop signs, signals, flag person, etc.) at grade intersections during each construction sequence.
    - iv) Where detours are provided, typical and design cross sections shall be shown and/or provided.
    - v) Road construction work hours shall be directed by the State and specified for all phases of the TCP.
  - d) Develop TCP quantities and prepare Summary of Quantity sheets.
  - e) Develop CPM Construction Schedule utilizing Suretrack Software.
- 8) Prepare Title Sheet and Index sheets.
- 9) Calculate project quantities and prepare quantity summary sheets.
- 10) Prepare special specifications for non-standard items, if required, and a list of special provisions to be used. New specification book will be utilized on this project.
- 11) Prepare general notes applicable to the project.
- 12) Prepare list of TxDOT Standard Drawings to be included in the plans, provide mylar of each.
- 13) Prepare, if needed, a list of:
  - a) Right-of-Way (ROW) encroachments
  - b) ROW parcels
  - c) Utility conflicts and relocations
  - d) Surface Aggregate Selection Form
  - e) Engineering certifications
- 14) Assemble plans for project milestones. Three reproducible paper (11" x 17") copies of the plans shall be submitted to the TxDOT Contract Management Office at the 30%, 60%, 90% and 95% design completion stages.
- 15) The 95% design completion submittal shall include those items listed in the Pharr District Checklist.
- 16) Attend review meetings for project milestones and make necessary revisions to the plans.
- 17) Upon completion of the District review of the plans, the Engineer shall assemble and furnish signed original Mylar (11" x 17") drawings which shall include all applicable standards.
- 18) Assemble and furnish CADD files of all project files.
- 19) Coordinate with County staff, TxDOT, local municipal agencies, utility companies, and subconsultants.
- 20) Agreements - Prepare exhibits for Utility Agreements at 30%, 60%, and 90% project review milestones. This will consist of paper copies of Plan & Profile sheets, typical sections, cross sections, traffic signal and illumination foundation locations and the title sheet. Work does not include design of utility adjustments.
- 21) Prepare exhibits for railroad agreements.

## **BRIDGE DESIGN**

- 1) Preparation of Structural Details
  - a) New Structures
  - b) Replacement Structures and Widening
  - c) Bridge Classification Culverts
    - i) New Bridge Class structures as required
    - ii) Modification/extension of existing structures as required
- 2) Preparation of Bridge Layouts (each bridge)
  - a) Bridge Layouts (PLAN)
    - i) Horizontal curve information or bearing of centerline.
    - ii) Including horizontal, vertical, and template information of all roadways or railroads crossed.
    - iii) Bearing of center line or reference line.
    - iv) Skew angle(s).
    - v) Slope for header banks and approach fills.
    - vi) Control stations at beginning and ending of bridge (with deck elevation), intersections, etc.
    - vii) Approach pavement and crown width.
    - viii) Bridge roadway width and curbs, face of rail, shoulders, or sidewalks.
    - ix) Bridge end treatments (cement stabilized backfill details, etc.)
    - x) Limits and type of riprap.
    - xi) Proposed features under structure.
    - xii) Location of profile grade line.
    - xiii) North arrow.
    - xiv) Typical bridge roadway section including preliminary proposed beam types and spacings.
    - xv) Cross slope and superelevation data.
    - xvi) Minimum horizontal clearances will be calculated and indicated (dimensioned) to controlling features, when applicable.
    - xvii) Location of soil core holes (station and offset), shown on layout.
    - xviii) Bent stations and bearings.
    - xix) Retaining wall locations.
    - xx) Traffic flow directional arrows.
    - xxi) Railing types shown (use single slope railing unless otherwise directed).
    - xxii) Joint types and seal size, if used.
    - xxiii) Beam line numbers consistent with span details.
    - xxiv) Critical horizontal clearances (location of railroad tracks, nearby structures and utilities).
    - xxv) Bearings of utilities.
    - xxvi) Overhead sign bridge locations, if applicable
  - b) Bridge Layouts (ELEVATION)
    - i) Type of foundation.
    - ii) Finished grade elevations at beginning and end of bridge,
    - iii) Overall length of structure.
    - iv) Length, type of spans and units.
    - v) Type of railing.
    - vi) Minimum calculated vertical clearance(s).
    - vii) Existing and proposed ground lines clearly marked.
    - viii) Grid elevations and stations.
    - ix) Bent numbers encircled.
    - x) Stationing of bridge compatible with grid stations.
    - xi) Standard title.
    - xii) Profile grade data.
    - xiii) Type of riprap.
    - xiv) Soil Core Hole information with penetrometer test data shall be shown on the bridge layout at correct station,

elevation and scale.

- xv) Dowel locations at all bents.
  - xvi) Column "H" heights.
  - xvii) Number, size and length of foundations.
  - xviii) Overhead sign bridge locations.
- c) Additional layout requirements for waterway structures and bridge classification culverts.
- i) Design and 100-year peak discharges.
  - ii) Design and 100-year high water (HW). (Recorded HW and date if available.)
  - iii) Natural and through-bridge velocities for design and 100-year floods.
  - iv) Calculated backwater for design and 100-year floods.
  - v) Direction of flow for waterway crossings.
  - vi) Contours for water crossing.
- 3) Bridge Classification Culvert, Estimate, Quantities, and Specifications (each bridge)
- 4) The minimum number of soil core holes shall be determined in accordance with Section 1-301 of the Bridges and Structures Foundation Exploration and Design Manual. Soil core holes shall be obtained at approximately 200 foot intervals along bridge alignments. Texas cone penetrometer (TCP) tests shall be conducted in all soil types encountered at a maximum of 10 foot intervals. If single column bents with single drilled shafts are planned, TCP values should be taken at closer intervals in the upper 15 feet.
- 5) Bridge Total Quantities, Cost Estimates, and Summary Sheets (each bridge)
- 6) Bridge Special Provisions and Specifications (each bridge)
- 7) Bearing seat elevations for each beam or girder. Top of cap elevations for non-beam type structures.
- 8) General Guidelines for Bridge Design - The Engineer shall prepare a bridge layout of each bridge structure for the District's review and approval. The bridge layout shall be in conformance with the Bridges and Structures, Operation and Planning Manual and the Bridges and Structures, Detailing Manual. Soil core hole data is not required for submission of the preliminary bridge layout. No bridge design work is to be performed until the State has given the Engineer written approval of the preliminary bridge layout. Several months may be required after the preliminary bridge layout is submitted for the District to obtain approval and/or permits from the following: TxDOT Design Division, FHWA, US Army Corps of Engineers, Texas Parks and Wildlife. Consequently, the Engineer's design contract schedule should reflect all bridge layouts being submitted at the earliest possible date, and generous review times should be associated with the submittals.
- 9) General Bridge Design Considerations
- a) Consider use of integral abutment in conjunction with cantilever drilled shaft wall.
  - b) Provide structural evaluation for the possibility of using existing bridge drilled shafts and/or columns if the bridge is replaced.
  - c) Provide recommendations for the possibility of using pre-cast caps or columns.

#### **CONSTRUCTION PHASE SERVICES**

- 1) Review and approve shop drawings
- 2) Review and approve form details
- 3) Respond to request for information (RFI)
- 4) Provide engineer services for development of field changes
- 5) Provide technical support for answering general questions and clarification of information on plans
- 6) Attend pre-construction meeting
- 7) Other project related task to support construction activities.



**EXHIBIT “C”**  
**WORK SCHEDULE**

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EXHIBIT "C"  
**Work Schedule**

A detailed work schedule for each **Work Authorization**, identified and more particularly described in Article 7 of this Agreement, shall be prepared by the **Engineer** to be submitted and approved by the Owner in writing for each **Work Authorization**. The work schedule will provide specific work sequence and definite review times by the **Owner** and the **Engineer** of the work performed.

The **Engineer** will diligently pursue the completion of each **Work Authorization** as defined by the milestones and deliverable due dates outlined in each **Work Authorization**'s associated work schedule.

The **Engineer** will inform the **Owner** (in reasonable advance of the delay) should the **Engineer** encounter delays that would prevent the performance of all work in accordance with the established work schedule.

**EXHIBIT "D"**  
**FEE SCHEDULE**

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## EXHIBIT D

### Lump Sum Payment Basis

#### **DIRECT LABOR**

<b>Labor/Staff Classification</b>	<b>* TxDOT BASE RATE FY08</b>	<b>* TxDOT CONTRACT RATE FY09</b>	<b>* TxDOT CONTRACT RATE FY10</b>
Sr. Project Manager	\$57.19	\$183.19	\$190.52
Project Manager	\$55.30	\$177.14	\$184.23
Sr. Engineer	\$48.22	\$154.46	\$160.64
Project Engineer	\$42.94	\$137.55	\$143.05
Design Engineer	\$32.27	\$103.37	\$107.50
Sr. Engineer Tech	\$36.81	\$117.91	\$122.63
Engineering Techr	\$32.27	\$103.37	\$107.50
CADD Operator	\$24.81	\$79.47	\$82.65
Admin/Clerical	\$18.43	\$59.03	\$61.39

Overhead Rate: 175.00%

Profit: 12.00%

Annual Escalation of 4%

\* Contract rate include labor, overhead and profit. All rates are negotiated rates and are not subject to change or adjustment during FY 08 to FY 10.

#### **DIRECT EXPENSES**

<b>DESCRIPTON</b>	<b>UNIT</b>	<b>COST</b>
Mileage	MILE	\$ Current GSA Travel Rate/Mi.
Car Rental	DAY	\$ 100.00
Lodging (in state)	Day/Person	\$ 85.00
Meals	DAY/PERSON	\$ 36.00
Air Travel	ROUND TRIP/PERSON	\$ Coach Rate
Overnight Carrier (11"x 17"Box)	EA	\$40.00
GPS Equipment	HR	\$50.00
Copies (8 ½ x 11)	EA	\$0.10
Color Copies (8 ½ x 11)	EA	\$0.50
Copies (11 x 17)	EA	\$1.20
Color Copies (11 x 17)	EA	\$2.00/ea
Mylar (11 x 17) Plots	EA	\$2.00
Color Mylar (11 x 17) Plots	EA	\$4.25
Bond Plots	SF	\$1.00
Color Bond Plots	SF	\$2.50
Mylar Plots	SF	\$2.50
Color Mylar Plots	SF	\$5.00
Photo Quality Color Plots	SF	\$6.00

**Profit not allowed on direct expenses. No documentation required for lump sum amounts. Invoicing by percent complete includes combination of direct labor and direct expenses.**

**EXHIBIT “E”**  
**WORK AUTHORIZATION**

---

**EXHIBIT "E"**  
**HIDALGO COUNTY**  
**Professional Engineering Services**  
**Agreement # \_\_\_\_\_**  
**Work Authorization Form**

WORK AUTHORIZATION NO. \_\_\_\_\_

**THIS WORK AUTHORIZATION** is made pursuant to the terms and conditions of Article 7 of the **Agreement** made by and between the **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and **TEDSI Infrastructure Group, Inc.**, professional engineers of Mission, Texas, hereinafter called the "**Engineer**".

**PART 1. Scope of Work.** The purpose of this Work Authorization is to provide services for Mile 2W from Mile 12 North to 0.44 north of US-83 as indicated below:

The scope of services to be provided by the **Owner** is identified in **ATTACHMENT "A" –Scope of Services to be Provided by the Owner** attached hereto.

The scope of services to be provided by the **Engineer** is identified in **ATTACHMENT "B" –Scope of Services to be Provided by the Engineer** attached hereto.

**PART 2. Estimated Cost.** The Lump Sum cost for services under this Work Authorization is \$ \_\_\_\_\_. This amount is based upon the costs outlined in the **Estimated Cost Proposal** attached hereto as **ATTACHMENT "D"**.

**PART 3. Payment.** Compensation and payment to the **Engineer** for the services established under this Work Authorization shall be made in accordance with Articles 5, 6, and 7 of the **Agreement**.

**PART 4. Funding.** This Work Authorization No. 1 shall be funded through funding source:  
Account No. \_\_\_\_\_  
Requisition Number \_\_\_\_\_ (MUST BE INCLUDED AFTER CC APPROVAL)

**PART 5. Period of Service.** This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization.

**PART 6. Responsibilities and Obligations.** This Work Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

**PART 7. Acceptance and Acknowledgement.**  
Acknowledgement and confirmation by Hidalgo County Precinct No. 1.  
Commissioner Sylvia Handy as to content and detail of this Work Authorization No. # 1.

HIDALGO COUNTY  
COMMISSIONER PRECINCT NO. 1:

BY: \_\_\_\_\_

**PART 8. Acceptance and Approval**

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on \_\_\_\_\_ as indicated below and effective as of \_\_\_\_\_ day of \_\_\_\_\_, 2008.

THE ENGINEER:  
TEDSI INFRASTRUCTURE GROUP, INC.

THE OWNER:  
HIDALGO COUNTY

\_\_\_\_\_  
By: Jesse Salinas, Chief Executive Officer

\_\_\_\_\_  
By: Juan D. Salinas, III, County Judge

ATTEST:

\_\_\_\_\_  
By: Arturo Guajardo Jr., County Clerk

**LIST OF ATTACHMENTS**

ATTACHMENT "A" - Services to be Provided by the Owner  
ATTACHMENT "B" - Services to be Provided by the Engineer  
ATTACHMENT "C" - Work Schedule  
ATTACHMENT "D" - Estimated Cost Proposal

**EXHIBIT “F”**  
**SUPPLEMENTAL AGREEMENT**

---



**EXHIBIT "F"**  
**Professional Engineering Services**  
**Agreement # \_\_\_\_\_**  
**Supplemental Agreement Form**

**WORK AUTHORIZATION NO. \_\_\_\_**  
**SUPPLEMENTAL AGREEMENT NO. \_\_\_\_**

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of Article 8 of the **Agreement** made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and **TEDSI INFRASTRUCTURE GROUP, INC.**, professional engineers of Mission, Texas, hereinafter called the "**Engineer**".

**PART 1. Scope of Work.** The purpose of this Work Authorization is to provide services for Mile 2W from Mile 12 North to 0.44 north of US-83 as indicated below:

The scope of services to be provided by the **Owner** is identified in **ATTACHMENT "A" –Scope of Services to be Provided by the Owner** attached hereto.

The scope of services to be provided by the **Engineer** is identified in **ATTACHMENT "B" –Scope of Services to be Provided by the Engineer** attached hereto.

**PART 2. Estimated Cost.** The Lump Sum cost for services under this Supplemental Agreement is \$ \_\_\_\_\_. This amount is based upon the costs outlined in the **Estimated Cost Proposal** attached hereto as **ATTACHMENT "D"**.

**PART 3. Payment.** Compensation and payment to the **Engineer** for the services established under this Work Authorization shall be made in accordance with Articles 5, 6, and 7 of the **Agreement**.

**PART 4. Funding.** This Work Authorization No. 1 shall be funded through funding source:  
Account No. \_\_\_\_\_  
Requisition Number \_\_\_\_\_ (MUST BE INCLUDED AFTER CC APPROVAL)

**PART 5. Period of Service.** This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization.

**PART 6. Responsibilities and Obligations.** This Work Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

**PART 7. Acceptance and Acknowledgement.**  
Acknowledgement and confirmation by Hidalgo County Precinct No. 1.  
Commissioner Sylvia Handy as to content and detail of this Work Authorization No. # 1.

HIDALGO COUNTY  
COMMISSIONER PRECINCT NO. 1:

BY: \_\_\_\_\_

**PART 8. Acceptance and Approval**

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on \_\_\_\_\_ as indicated below and effective as of \_\_\_\_\_ day of \_\_\_\_\_, 2008.

THE ENGINEER:  
TEDSI INFRASTRUCTURE GROUP, INC.

THE OWNER:  
HIDALGO COUNTY

\_\_\_\_\_  
By: Jesse Salinas, Chief Executive Officer

\_\_\_\_\_  
By: Juan D. Salinas, III, County Judge

ATTEST:

\_\_\_\_\_  
By: Arturo Guajardo Jr., County Clerk

**LIST OF ATTACHMENTS**

ATTACHMENT "A" - Services to be Provided by the Owner  
ATTACHMENT "B" - Services to be Provided by the Engineer  
ATTACHMENT "C" - Work Schedule  
ATTACHMENT "D" - Estimated Cost Proposal

**EXHIBIT “G”**  
**CERTIFICATE OF INSURANCE**

---

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/11/2008

PRODUCER 713-463-4550 FAX 713-463-4590  
Bell Insurance Group  
4544 Post Oak Place, Suite 320  
Houston, TX 77027  
Terry Henderson

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

INSURED TEDSI Infrastructure Group, Inc.  
10260 Westheimer  
Suite 460  
Houston, TX 77042

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: American Cas. Co. of Reading PA	20427
INSURER B: National Fire Insurance	20478
INSURER C: Continental Casualty Company	20443
INSURER D: Transportation Insurance Company	20494
INSURER E:	

## COVERAGES

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

INSURER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab.	1075066054	09/11/2008	09/11/2009	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000				
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	2097261054	09/11/2008	09/11/2009	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
C	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	2090503299	09/11/2008	09/11/2009	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	OTHER Professional Liability	AEH113771047	09/11/2008	09/11/2009	Each claim \$2,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
County of Hidalgo is named as additional insured with respects to general liability and automobile policies, but only the specific risk and liabilities assumed under written contract with the named insured and subject to policy conditions. A blanket Additional Insured endorsement is attached to the automobile liability and general liability policies (SB-146968-A).

## CERTIFICATE HOLDER

County of Hidalgo  
Attn: Ms. Martha L. Salazar  
100 E. Cano  
5th Floor Adm. Bldg.  
Edinburg, TX 78539

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE  
Byron Johnson/SHERRY





# Texas Department of Transportation

PO BOX 1717 • PHARR TEXAS 78577-1717 • (956) 702-6100

September 03, 2008

**PROJECT: Mile 2 and Mile 6 West**  
**COUNTY: HIDALGO**  
**DISTRICT: PHARR**

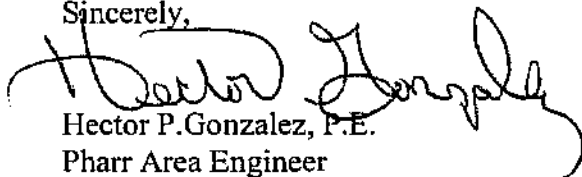
Hidalgo County Department of Budget & Management-Budget Division  
100 E. Cano, 2<sup>nd</sup> Floor, Administrative Building  
Edinburg, TX 78539  
ATTN: Mr. Sergio Cruz

Dear Mr. Cruz:

We have reviewed the engineering selection process for the aforementioned project and concur with your process and selection. It is our understanding the process has been qualification-based and has been advertised in accordance with the Federal requirements. We have confirmed this process complies with Federal requirements cited in 23 CFR Part 172, Texas Government Code 2254, sub-chapter A, and was granted an exemption to the Texas Local Government Code, Section 262.024 (A)(4) "a ... professional service;" by a Hidalgo County Commissioners Court order.

If you have any questions or if we may be of any assistance, please call Juan P. Terrazas at 702-6298.

Sincerely,



Hector P. Gonzalez, P.E.  
Pharr Area Engineer

CC: Evan Roberts, P.E. – TxDOT  
J.P. Terrazas, E.I.T. – TxDOT

THE TEXAS PLAN  
REDUCE CONGESTION • ENHANCE SAFETY • EXPAND ECONOMIC OPPORTUNITY • IMPROVE AIR QUALITY  
INCREASE THE VALUE OF OUR TRANSPORTATION ASSETS

*An Equal Opportunity Employer*

At this time Commissioner Garza returns.

**B. Pct. 1**

- 1. A. Requesting approval of a "Professional Engineering Services Contract" with TEDSI Infrastructure Group for "Mile 2 West Road (from Mile 12 North and 0.44 Miles North of US-83)" for Hidalgo County Pct. 1;**

On motion of Commissioner Handy, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval subject to supplemental agreement being approve.

At this time Commissioner Flores steps out.

**B. Presentation for consideration, discussion, and approval of Work Authorization #1 in the amount of \$604,859.71 with TEDSI Infrastructure Group to provide engineering services to Hidalgo County Precinct No. 1 in connection with Contract No. C-08-226-09-23 for "Mile 2 West Road (from Mile 12 North and 0.44 Miles North of US-83)"**

On motion of Commissioner Handy, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval subject to the supplemental agreement and a notice Proceed.

- 2. A. Requesting approval of a professional engineering services contract with LEO L. RODRIGUEZ, JR. d/b/a RODRIGUEZ ENGINEERING for "Design Construction of Barrera Street" for Hidalgo County Pct. 1. (ss selected after evaluation of S.O.Q. s from the POOL OF ENGINEERS and previously approved by C.C. on 08/12/08 for negotiation of the contract with LEO L. RODRIGUEZ, JR. d/b/a RODRIGUEZ ENGINEERING and approved by legal counsel to proceed with final execution of contract).**

On motion of Commissioner Handy, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

**B. Requesting approval of a professional engineering services contract with LEO L. RODRIGUEZ, JR. d/b/a RODRIGUEZ ENGINEERING for "Design Construction and Paving Improvements of Mile 16 from Mile 4 to FM 1015" for Hidalgo County Pct. 1. (As selected after evaluation of S.O.Q. s from the POOL OF ENGINEERS and previously approved by C.C. on 09/16/08 for negotiation of the contract with LEO L. RODRIGUEZ, JR. d/b/a RODRIGUEZ ENGINEERING and approved by legal counsel to proceed with final execution of contract).**

On motion of Commissioner Handy, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

At this time Commissioner Garza steps out.

- 3. A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A)(4) a professional service for engineering services for Hidalgo County Precinct No 1;**

On motion of Commissioner Handy, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

**AI-13868**

**21.B.2.**

**Pct 1-Professional Engineering Agreements-TEDSI-Mile 6 W Project w/WA#1 & CORRECTED-Contract#C-08-226-09-30 for the Mile 2 W Proj CC REGULAR**

**Date:** 02/09/2009  
**Submitted By:** Letty Saenz, PURCHASING DEPT.  
**Submitted For:** Marty Salazar  
**Department:** PURCHASING DEPT.  
**Agenda Category:** Purchasing Department

**Purchasing only:** Prct. 1

**Information**

**CAPTION**

A. Requesting approval of a "Professional Engineering Services Contract" (approved as form by legal counsel) with TEDSI Infrastructure Group, Inc. for "Mile 6 West Road Improvements (between SH 107 and Mile 9 N)" for Hidalgo County Pct. 1;

B. Presentation for consideration, discussion, and approval of Work Authorization #1 in the amount of \$1,817,940.03 with TEDSI Infrastructure Group, Inc. to provide engineering services to Hidalgo County Precinct No. 1 in connection with Contract No. C-08-227-02-09 for "Mile 6 West Road Improvements (between SH 107 and Mile 9 North)";

C. Presentation for discussion and approval of a CORRECTION to Contract No. C-08-226-09-30 with TEDSI Infrastructure Group, Inc. for the "Mile 2 West Road Improvement (between Mile 12 N and Mile 7 1/2 N project approved by CC on 09/30/08) on page 2 of 20, Article 3 Period of Service, Section 3.3(5)-Termination of Agreement deleting the word "with" and replacing with the word "without" and thus complying with the legal notices on the original (Request for Qualifications packet for the Pool of Engineers);

**BACKGROUND**

Contract No. C-08-227-02-09-TEDSI-Mile 6 W Project-Pct 1 (approved by legal counsel)  
 Work Authorization No. 1-TEDSI-Mile 6 W Project  
 Corrected-Contract No. C-08-226-09-30-TEDSI-Mile 2 W Project-Pct 1

**Fiscal Impact**

**FISCAL YEAR:** 2009                      **ACCT. #:** 9-1315-431-00-121-039-0-731/711  
**FUNDS AVAILABLE Y/N?:**              **MATCHING FUNDS Y/N?:**  
**BUDGETARY IMPACT:**

**Attachments**

Link: [Professional Engineering Agreements-TEDSI-Mile 6 W Project](#)  
 Link: [Mile 6 W Project w/WA#1](#)  
 Link: [CORRECTED-Contract#C-08-226-09-30](#)

**Form Routing/Status**

Route	Seq	Inbox	Approved By	Date	Status
1		Purchasing Department	Marty Salazar	02/05/2009 05:26 PM	APRV

AI-17204

23.C.1.

**Request for Payment 5A-E-7A-E-VA Architecture for-New Pct 2 Adm. Building  
CC REGULAR**

**Date:** 09/01/2009  
**Submitted By:** Rocio Villarreal, PURCHASING DEPT.  
**Submitted For:** Rocio Villarreal  
**Department:** PURCHASING DEPT.  
**Agenda Category:** Purchasing Department

**Purchasing only:** Prct. 2

**Information**

**CAPTION**

Approval of Request for Payment #5 (A-E) (Reimbursable); Payment #6 (A-E) (Reimbursable); Payment #7 (A-E) for New Precinct 2 Administration Office for Hidalgo County and Other County Offices in the amount(s):

#	Description	Purchase Order No.	Payment No. 5	Payment No. 6	Payment No. 7
a.	New Pct 2 Adm Office	PO 617618	141.75	3,627.86	1,995.36
b.	Health Clinic	PO 622522	141.75	3,627.86	6,637.31
c.	WIC Pogram	PO 622523	141.75	3,627.86	1,572.61
d.	Tax Office	PO 622524	141.75	3,627.86	3,240.70
e.	Justice of the Peace Office	PO 622525	141.75	3,627.86	4,250.93

from V-A Architecture, Contract NO. C-09-037-01-13.

**BACKGROUND**

**Fiscal Impact**

**FISCAL YEAR:** 2009

**ACCT. #:** 9-1334-431-00-122-021-0-720

**FUNDS AVAILABLE Y/N?:**

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

PO 617618 has available balance of \$85,498.87 for Payments 5a, 6a, & 7a.

**FISCAL YEAR:** 2009

**ACCT. #:** 9-1334-441-00-122-041-0-720

**FUNDS AVAILABLE Y/N?:**

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

PO 622522 has available balance of \$53,556.26 for Payments 5b, 6b, & 7b.

**FISCAL YEAR:** 2009

**ACCT. #:** 9-1334-441-00-122-041-0-720

**FUNDS AVAILABLE Y/N?:**

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**



PO 622523 has available balance of \$7,863.04 for Payments 5c, 6c, & 7c.

**FISCAL YEAR:** 2009

**ACCT. #:** 9-1334-451-15-122-042-0-720

**FUNDS AVAILABLE Y/N?:**

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

PO 622524 has available balance of \$16,203.51 for Payments 5d, 6d, & 7d.

**FISCAL YEAR:** 2009

**ACCT. #:** 9-1336-412-00-122-043-0-720

**FUNDS AVAILABLE Y/N?:**

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

PO 622525 has available balance of \$21,254.06 for Payments 5e, 6e, & 7e.

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**Attachments**

Link: [Payment No. 5](#)

Link: [Payment No. 6](#)

Link: [Payment No. 7](#)

---

**Form Routing/Status**

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Purchasing Department	Marty Salazar	08/27/2009 02:49 PM	APRV
2	Budget & Management	Erika Zamora	08/27/2009 03:49 PM	APRV
3	Roland Garcia	Rolando Garcia	08/28/2009 10:59 AM	APRV
4	Auditor's Office		08/28/2009 06:08 PM	NEW

Form Started By: Rocio Villarreal  
Started On: 08/27/2009 10:33 AM  
Final Approval Date: 08/28/2009

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# V·A Architecture

**REQUEST FOR PAYMENT NO: Five-A (Reimbursable)**

**Project Name:** New Pct. 2 Administration Office & Other County Offices: Pct. 2 Offices  
for Hidalgo County, Pharr, Texas

No. 08-1016

**Architeturaf Firm:** V-A Architecture

Contract No 09-037-01-13

**Address:** 2029 Industrial Drive

P.O. # 617618

**City/State** McAllen, Texas 78504

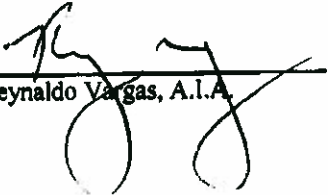
Scope of Services:	TDLR Plan Review	Prorated Amt.	Multiplier	Total Due	Less Prev. Payments	Total Due
<b>Total Inv. Amt.</b>	<b>for Bldg:</b>					
\$675.00	Pct. 2 Administration Offices	\$ 135.00	1.05	\$ 141.75	\$ 0.00	\$ 141.75
<b>TOTALS</b>		\$ 135.00		141.75	\$ 0.00	\$ 141.75

Total Amount This Request

\$ 141.75

I certify that the above is true and correct to the best of my knowledge.

VA Architecture August 12, 2009  
Architect Date

  
Reynaldo Vargas, A.I.A.

ANY AND ALL QUESTIONS PERTAINING TO THIS INVOICE SHALL BE ADDRESSED ONLY TO SONIA INFANTE AT 956-631-2242

Vargas & Associates  
2029 Industrial Drive  
McAllen, Texas 78504  
(956) 631-2242

Anthony Covacevich Consultants07

401 Southgate Circle  
Weslaco, TX 78596

# Invoice

Date	Invoice #
8/7/2009	145

Bill To
VA Architecture Reynaldo Vargas 2029 Industrial Dr. McAllen, Texas 78504

Description	Amount
Review of TAS Project #A9815993 Pct 2 Adm Offices	500.00
TDLR Filing Fee	175.00
 <b>New Pct. 2 Administration Office &amp; Other County Offices:</b>	
08-1016A Pct. 2 Offices	\$135.00
08-1016B Health Clinic	\$135.00
08-1016C WIC	\$135.00
08-1016D Tax Office	\$135.00
08-1016E Justice of the Peace Office	\$135.00
<b>Total Amt. of Invoice</b>	<b>\$675.00</b>
Thank you for your business.	<b>Total</b> \$675.00

# V·A Architecture

**REQUEST FOR PAYMENT NO: Five-B (Reimbursable)**

**Project Name:** New Pct. 2 Administration Office & Other County Offices: Health Clinic  
for Hidalgo County, Pharr, Texas

No. 08-1016

**Architeturual Firm:** V-A Architecture

Contract No 09-037-01-13  
P.O. # 622522

**Address:** 2029 Industrial Drive

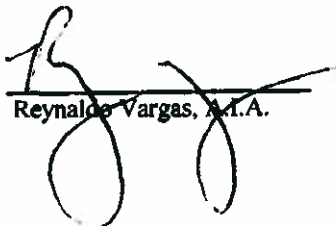
**City/State** McAllen, Texas 78504

Scope of Services:	TDLR Plan Review	Prorated	Multiplier	Total	Less Prev.	Total
Total Inv. Amt.	for Bldg:	Amt.		Due	Payments	Due
\$675.00	Health Clinic	\$ 135.00	1.05	\$ 141.75	\$ 0.00	\$ 141.75
<b>TOTALS</b>		\$ 135.00		141.75	\$ 0.00	\$ 141.75

Total Amount This Request \$ 141.75

I certify that the above is true and correct to  
the best of my knowledge.

VA Architecture August 12, 2009  
Architect Date

  
Reynaldo Vargas, A.A.A.

**ANY AND ALL QUESTIONS PERTAINING TO THIS INVOICE  
SHALL BE ADDRESSED ONLY TO SONIA INFANTE AT 956-631-2242**

Vargas & Associates  
2029 Industrial Drive  
McAllen, Texas 78504  
(956) 631-2242

Anthony Covacevich Consultants07

401 Southgate Circle  
Weslaco, TX 78596

# Invoice

Date	Invoice #
8/7/2009	145

Bill To
VA Architecture Reynaldo Vargas 2029 Industrial Dr. McAllen, Texas 78504

Description	Amount
Review of TAS Project #A9815993 Pct 2 Adm Offices	500.00
TDLR Filing Fee	175.00
 <b>New Pct. 2 Administration Office &amp; Other County Offices:</b>	
08-1016A Pct. 2 Offices	\$135.00
08-1016B Health Clinic	\$135.00
08-1016C WIC	\$135.00
08-1016D Tax Office	\$135.00
08-1016E Justice of the Peace Office	\$135.00
<b>Total Amt. of Invoice</b>	<b>\$675.00</b>
Thank you for your business.	<b>Total</b> \$675.00

# V·A Architecture

**REQUEST FOR PAYMENT NO: Five-C (Reimbursable)**

Project Name: New Pct. 2 Administration Office & Other County Offices: WIC  
for Hidalgo County, Pharr, Texas

No. 08-1016

Architeturual Firm: V-A Architecture

Contract No 09-037-01-13

Address: 2029 Industrial Drive

P.O. # 622523

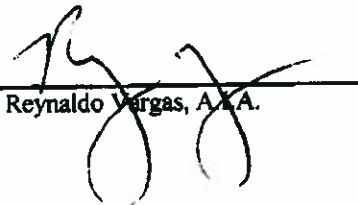
City/State McAllen, Texas 78504

Scope of Services:	TDLR Plan Review	Prorated	Multiplier	Total	Less Prev.	Total
Total Inv. Amt.	for Bldg:	Amt.		Due	Payments	Due
\$675.00	WIC	\$ 135.00	1.05	\$ 141.75	\$ 0.00	\$ 141.75
<b>TOTALS</b>		<b>\$ 135.00</b>		<b>141.75</b>	<b>\$ 0.00</b>	<b>\$ 141.75</b>

Total Amount This Request **\$ 141.75**

I certify that the above is true and correct to  
the best of my knowledge.

VA Architecture August 12, 2009  
Architect Date

  
Reynaldo Vargas, A.A.A.

ANY AND ALL QUESTIONS PERTAINING TO THIS INVOICE  
SHALL BE ADDRESSED ONLY TO SONIA INFANTE AT 956-631-2242

Vargas & Associates  
2029 Industrial Drive  
McAllen, Texas 78504  
(956) 631-2242

Anthony Covacevich Consultants07

401 Southgate Circle  
Weslaco, TX 78596

# Invoice

Date	Invoice #
8/7/2009	145

Bill To
VA Architecture Reynaldo Vargas 2029 Industrial Dr. McAllen, Texas 78504

Description	Amount
Review of TAS Project #A9815993 Pct 2 Adm Offices	500.00
TDLR Filing Fee	175.00
 <b>New Pct. 2 Administration Office &amp; Other County Offices:</b>	
08-1016A Pct. 2 Offices	\$135.00
08-1016B Health Clinic	\$135.00
08-1016C WIC	\$135.00
08-1016D Tax Office	\$135.00
08-1016E Justice of the Peace Office	\$135.00
<b>Total Amt. of Invoice</b>	<b>\$675.00</b>
Thank you for your business.	<b>Total</b> \$675.00

# V·A Architecture

**REQUEST FOR PAYMENT NO: Five-D (Reimbursable)**

Project Name: New Pct. 2 Administration Office & Other County Offices: Tax Office for Hidalgo County, Pharr, Texas No. 08-1016

Architeturual Firm: V-A Architecture

Contract No 09-037-01-13  
P.O. # 622524

Address: 2029 Industrial Drive

City/State McAllen, Texas 78504

Scope of Services:	TDLR Plan Review	Prorated	Multiplier	Total	Less Prev.	Total
Total Inv. Amt.	for Bldg:	Amt.		Due	Payments	Due
\$675.00	Tax Office	\$ 135.00	1.05	\$ 141.75	\$ 0.00	\$ 141.75
<b>TOTALS</b>		\$ 135.00		141.75	0.00	\$ 141.75

Total Amount This Request

I certify that the above is true and correct to the best of my knowledge.

VA Architecture August 12, 2009  
Architect Date

  
Reynaldo Vargas, A. L. A.

ANY AND ALL QUESTIONS PERTAINING TO THIS INVOICE SHALL BE ADDRESSED ONLY TO SONIA INFANTE AT 956-631-2242

Vargas & Associates  
2029 Industrial Drive  
McAllen, Texas 78504  
(956) 631-2242



Anthony Covacevich Consultants07

401 Southgate Circle  
Weslaco, TX 78596

# Invoice

Date	Invoice #
8/7/2009	145

Bill To
VA Architecture Reynaldo Vargas 2029 Industrial Dr. McAllen, Texas 78504

Description	Amount
Review of TAS Project #A9813993 Pct 2 Adm Offices	500.00
TDLR Filing Fee	175.00
 <b>New Pct. 2 Administration Office &amp; Other County Offices:</b>	
08-1016A Pct. 2 Offices	\$135.00
08-1016B Health Clinic	\$135.00
08-1016C WIC	\$135.00
08-1016D Tax Office	\$135.00
08-1016E Justice of the Peace Office	\$135.00
<b>Total Amt. of Invoice</b>	<b>\$675.00</b>
Thank you for your business.	<b>Total</b> \$675.00

# V·A Architecture

## REQUEST FOR PAYMENT NO: Five-E (Reimbursable)

Project Name: New Pct. 2 Administration Office & Other County Offices: Justice of the Peace Office  
for Hidalgo County, Pharr, Texas No. 08-1016

Architeturual Firm: V-A Architecture

Contract No 09-037-01-13  
P.O. # 622525

Address: 2029 Industrial Drive

City/State McAllen, Texas 78504

Scope of Services:	TDLR Plan Review	Prorated Amt.	Multiplier	Total Due	Less Prev. Payments	Total Due
Total Inv. Amt.	for Bldg:					
\$675.00	Justice of the Peace Office	\$ 135.00	1.05	\$ 141.75	\$ 0.00	\$ 141.75
<b>TOTALS</b>		\$ 135.00		141.75	\$ 0.00	\$ 141.75

Total Amount This Request

I certify that the above is true and correct to the best of my knowledge.

VA Architecture August 12, 2009  
Architect Date

  
Reynaldo Vargas, A.I.A.

ANY AND ALL QUESTIONS PERTAINING TO THIS INVOICE  
SHALL BE ADDRESSED ONLY TO SONIA INFANTE AT 956-631-2242

Vargas & Associates  
2029 Industrial Drive  
McAllen, Texas 78504  
(956) 631-2242

Anthony Covacevich Consultants07

401 Southgate Circle  
Weslaco, TX 78596

# Invoice

Date	Invoice #
8/7/2009	145

Bill To
VA Architecture Reynaldo Vargas 2029 Industrial Dr. McAllen, Texas 78504

Description	Amount
Review of TAS Project #A9815993 Pct 2 Adm Offices	500.00
TDLR Filing Fee	175.00
 <b>New Pct. 2 Administration Office &amp; Other County Offices:</b>	
08-1016A Pct. 2 Offices	\$135.00
08-1016B Health Clinic	\$135.00
08-1016C WIC	\$135.00
08-1016D Tax Office	\$135.00
08-1016E Justice of the Peace Office	\$135.00
<b>Total Amt. of Invoice</b>	<u>\$675.00</u>
Thank you for your business.	<b>Total</b> \$675.00

# V·A Architecture

**REQUEST FOR PAYMENT NO: Six-A (Reimbursable)**

Project Name: New Pct. 2 Administration Office & Other County Offices: Pct. 2 Offices  
for Hidalgo County, Pharr, Texas

No. 08-1016

Architeturual Firm: V-A Architecture

Contract No 09-037-01-13  
P.O. # 617618

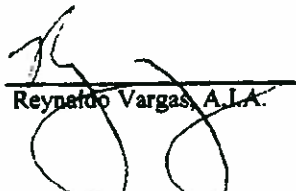
Address: 2029 Industrial Drive

City/State McAllen, Texas 78504

Scope of Services:	Paperboy Printers: Plan Reproduction	Prorated Amt.	Multiplier	Total Due	Less Prev. Payments	Total Due
Total Inv. Amt.	for Bldg:					
\$17,275.50	Pct. 2 Administration Offices	\$ 3,455.10	1.05	\$ 3,627.86	\$ 0.00	\$ 3,627.86
<b>TOTALS</b>		\$ 3,455.10		3,627.86	\$ 0.00	\$ 3,627.86
Total Amount This Request						\$ 3,627.86

I certify that the above is true and correct to  
the best of my knowledge.

VA Architecture August 19, 2009  
Architect Date

  
Reynaldo Vargas, A.I.A.

ANY AND ALL QUESTIONS PERTAINING TO THIS INVOICE  
SHALL BE ADDRESSED ONLY TO SONIA INFANTE AT 956-631-2242

Vargas & Associates  
2029 Industrial Drive  
McAllen, Texas 78504  
(956) 631-2242

# Invoice

Number: 2227

Date: August 18, 2009

**Bill To:**

V-A Architecture  
2029 Industrial Drive  
McAllen, TX 78504

**Ship To:**

V-A Architecture  
2029 Industrial Drive  
McAllen, TX 78504

PO Number	Terms	Customer #	Service Rep.	Project
0818096	15	VA		08-1016A
Description	Quantity	Tax	Amount	
50 Sets Blueprints 2436135	6,750.00		12,487.50	
50 Sets Arch Specifications Vol. 1 8 511336	16,800.00		2,352.00	
50 Sets MEP Specifications Vol 2 8 511348	17,400.00		2,436.00	

Pct. 2 Offices	\$ 3,455.10
Health Clinic	\$ 3,455.10
WIC	\$ 3,455.10
Tax Office	\$ 3,455.10
Justice of the Peace Office	\$ 3,455.10

Sub-Total	\$17,275.50
State Tax 8.25% on 0.00	0.00
<b>Total</b>	<b>\$17,275.50</b>

# V·A Architecture

**REQUEST FOR PAYMENT NO: Six-B (Reimbursable)**

**Project Name:** New Pct. 2 Administration Office & Other County Offices: Health Clinic  
for Hidalgo County, Pharr, Texas

No. 08-1016

**Architeturual Firm:** V-A Architecture

Contract No 09-037-01-13

**Address:** 2029 Industrial Drive

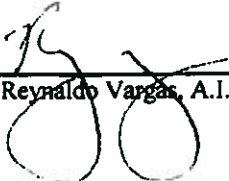
P.O. # 622522

**City/State** McAllen, Texas 78504

Scope of Services:	Paperboy Printers: Plan Reproduction	Prorated Amt.	Multiplier	Total Due	Less Prev. Payments	Total Due
Total Inv. Amt.	for Bldg:					
\$17,275.50	Health Clinic	\$ 3,455.10	1.05	\$ 3,627.86	\$ 0.00	\$ 3,627.86
<b>TOTALS</b>		\$ 3,455.10		3,627.86	\$ 0.00	\$ 3,627.86
Total Amount This Request						\$ 3,627.86

I certify that the above is true and correct to the best of my knowledge.

VA Architecture      August 19, 2009  
Architect              Date

  
Reynaldo Vargas, A.I.A.

ANY AND ALL QUESTIONS PERTAINING TO THIS INVOICE SHALL BE ADDRESSED ONLY TO SONJA INFANTE AT (956) 631-2242

Vargas & Associates  
2029 Industrial Drive  
McAllen, Texas 78504  
(956) 631-2242

# Invoice

Number: 2227

Date: August 18, 2009

**Bill To:**

V-A Architecture  
2029 Industrial Drive  
McAllen, TX. 78504

**Ship To:**

V-A Architecture  
2029 Industrial Drive  
McAllen, TX. 78504

PO Number	Terms	Customer #	Service Rep.	Project
0818096	15	VA		08-1016A

Description	Quantity	Tax	Amount
50 Sets Blueprints 2436135	6,750.00		12,487.50
50 Sets Arch Specifications Vol. 1 8 511336	16,800.00		2,352.00
50 Sets MEP Specifications Vol. 2 8 511348	17,400.00		2,436.00

Pct. 2 Offices	\$ 3,455.10
Health Clinic	\$ 3,455.10
WIC	\$ 3,455.10
Tax Office	\$ 3,455.10
Justice of the Peace Office	\$ 3,455.10

Sub-Total	\$17,275.50
State Tax 8.25% on 0.00	0.00
Total	\$17,275.50

# V·A Architecture

**REQUEST FOR PAYMENT NO: Six-C (Reimbursable)**

Project Name: New Pct. 2 Administration Office & Other County Offices:WIC  
for Hidalgo County, Pharr, Texas

No. 08-1016

Architeturual Firm: V-A Architecture

Contract No 09-037-01-13

Address: 2029 Industrial Drive

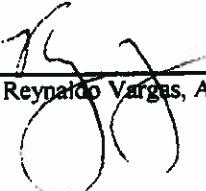
P.O. # 622523

City/State McAllen, Texas 78504

Scope of Services:	Paperboy Printers: Plan Reproduction	Prorated Amt.	Multiplier	Total Due	Less Prev. Payments	Total Due
Total Inv. Amt.	for Bldg:					
\$17,275.50	WIC	\$ 3,455.10	1.05	\$ 3,627.86	\$ 0.00	\$ 3,627.86
<b>TOTALS</b>		\$ 3,455.10		3,627.86	\$ 0.00	\$ 3,627.86
Total Amount This Request						\$ 3,627.86

I certify that the above is true and correct to  
the best of my knowledge.

VA Architecture August 19, 2009  
Architect Date

  
Reynaldo Vargas, A.I.A.

ANY AND ALL QUESTIONS PERTAINING TO THIS INVOICE  
SHALL BE ADDRESSED ONLY TO SONIA INFANTE AT 956-631-2242

Vargas & Associates  
2029 Industrial Drive  
McAllen, Texas 78504  
(956) 631-2242



# Invoice

Number: 2227

Date: August 18, 2009

**Bill To:**

V-A Architecture  
2029 Industrial Drive  
McAllen, TX 78504

**Ship To:**

V-A Architecture  
2029 Industrial Drive  
McAllen, TX 78504

PO Number	Terms	Customer #	Service Rep.	Project
0818096	15	VA		08-1016A

Description	Quantity	Tax	Amount
50 Sets Blueprints 2436135	6,750.00		12,487.50
50 Sets Arch Specifications Vol 1 8.511336	16,800.00		2,352.00
50 Sets MEP Specifications Vol 2 8.511348	17,400.00		2,436.00

Pct 2 Offices	\$ 3,455.10
Health Clinic	\$ 3,455.10
WIC	\$ 3,455.10
Tax Office	\$ 3,455.10
Justice of the Peace Office	\$ 3,455.10

Sub-Total	\$17,275.50
State Tax 8.25% on 0.00	0.00
<b>Total</b>	<b>\$17,275.50</b>

# V·A Architecture

**REQUEST FOR PAYMENT NO: Six-D (Reimbursable)**

Project Name: New Pct. 2 Administration Office & Other County Offices:Tax Office  
for Hidalgo County, Pharr, Texas

No. 08-1016

Architeturual Firm: V-A Architecture

Contract No 09-037-01-13  
P.O. # 622524

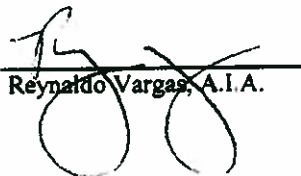
Address: 2029 Industrial Drive

City/State McAllen, Texas 78504

Scope of Services:	Paperboy Printers: Plan Reproduction	Prorated Amt.	Multiplier	Total Due	Less Prev. Payments	Total Due
Total Inv. Amt.	for Bldg:					
\$17,275.50	Tax Office	\$ 3,455.10	1.05	\$ 3,627.86	\$ 0.00	\$ 3,627.86
<b>TOTALS</b>		\$ 3,455.10		<b>3,627.86</b>	<b>\$ 0.00</b>	<b>\$ 3,627.86</b>
Total Amount This Request						\$ 3,627.86

I certify that the above is true and correct to  
the best of my knowledge.

VA Architecture August 19, 2009  
Architect Date

  
Reynaldo Vargas, A.I.A.

ANY AND ALL QUESTIONS PERTAINING TO THIS INVOICE  
SHALL BE ADDRESSED ONLY TO SONJA INFANTE AT (956) 631-2242

Vargas & Associates  
2029 Industrial Drive  
McAllen, Texas 78504  
(956) 631-2242

# Invoice

Number: 2227

Date: August 18, 2009

**Bill To:**

V-A Architecture  
2029 Industrial Drive  
McAllen, TX. 78504

**Ship To:**

V-A Architecture  
2029 Industrial Drive  
McAllen, TX. 78504

PO Number	Terms	Customer #	Service Rep.	Project
0818096	15	VA		08-1016A
Description		Quantity	Tax	Amount
50 Sets Blueprints 2436135		6,750.00		12,487.50
50 Sets Arch Specifications Vol. 1 8 511336		16,800.00		2,352.00
50 Sets MEP Specifications Vol. 2 8 511348		17,400.00		2,436.00

Pct. 2 Offices	\$ 3,455.10
Health Clinic	\$ 3,455.10
WIC	\$ 3,455.10
Tax Office	\$ 3,455.10
Justice of the Peace Office	\$ 3,455.10

Sub-Total	\$17,275.50
State Tax 8.25% on 0.00	0.00
<b>Total</b>	<b>\$17,275.50</b>

# V·A Architecture

**REQUEST FOR PAYMENT NO: Six-E (Reimbursable)**

Project Name: New Pct. 2 Administration Office & Other County Offices: Justice of the Peace Office  
for Hidalgo County, Pharr, Texas No. 08-1016

Architeturual Firm: V-A Architecture Contract No 09-037-01-13  
P.O. # 622525

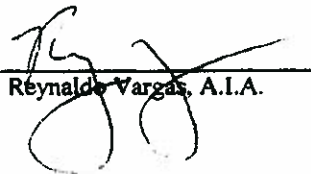
Address: 2029 Industrial Drive

City/State McAllen, Texas 78504

Scope of Services:	Paperboy Printers: Plan Reproduction	Prorated Amt.	Multiplier	Total Due	Less Prev. Payments	Total Due
Total Inv. Amt.	for Bldg:					
\$17,275.50	Justice of the Peace Office	\$ 3,455.10	1.05	\$ 3,627.86	\$ 0.00	\$ 3,627.86
<b>TOTALS</b>		\$ 3,455.10		3,627.86	\$ 0.00	\$ 3,627.86
Total Amount This Request						\$ 3,627.86

I certify that the above is true and correct to the best of my knowledge.

VA Architecture August 19, 2009  
Architect Date

  
Reynaldo Vargas, A.I.A.

ANY AND ALL QUESTIONS PERTAINING TO THIS INVOICE SHALL BE ADDRESSED ONLY TO SONIA INFANTE AT 956-631-2242

Vargas & Associates  
2029 Industrial Drive  
McAllen, Texas 78504  
(956) 631-2242

# Invoice

Number: 2227

Date: August 18, 2009

Bill To:  
V-A Architecture  
2029 Industrial Drive  
McAllen, TX. 78504

Ship To:  
V-A Architecture  
2029 Industrial Drive  
McAllen, TX 78504

PO Number	Terms	Customer #	Service Rep.	Project
0818096	15	VA		08-1016A
Description		Quantity	Tax	Amount
50 Sets Blueprints 2436135		6 750 00		12,487.50
50 Sets Arch Specifications Vol 1 8 511336		16,800 00		2,352.00
50 Sets MEP Specifications Vol 2 8 511348		17,400 00		2,436.00

Pct. 2 Offices	\$ 3,455.10
Health Clinic	\$ 3,455.10
WIC	\$ 3,455.10
Tax Office	\$ 3,455.10
Justice of the Peace Office	\$ 3,455.10

Sub-Total	<b>\$17,275.50</b>
State Tax 8.25% on 0.00	0.00
Total	<b>\$17,275.50</b>

# V·A Architecture

**REQUEST FOR PAYMENT NO: Seven-A**

Project Name: New Pct. 2 Administration Office & Other County Offices: Pct. 2 Offices  
for Hidalgo County, Pharr, Texas No. 08-1016

Architertural Firm: V-A Architecture Contract No 09-037-01-13  
P.O. # 617618

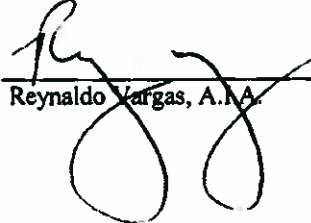
Address: 2029 Industrial Drive

City/State McAllen, Texas 78504

Project Budget:		\$613,957.44	Arch % Rate:	6.5%	*\$ Max. Contract Amt.	\$39,907.23
Scope of Services	Estimated Budget	% Completed To Date	Total Due	Less Prev. Payments	Amount Due This Request	
Schematic Design						
A/E Fee 15%	*\$ 5,986.08	100%	*\$ 5,986.08	*\$ 5,986.08	*\$ 0.00	
Design Development						
A/E Fee 20%	*\$ 7,981.45	100%	*\$ 7,981.45	*\$ 7,981.45	*\$ (0.00)	
Constr. Doc. Phase						
A/E Fee 40%	*\$ 15,962.89	100%	*\$ 15,962.89	*\$ 15,962.89	*\$ 0.00	
Bidding Phase						
A/E Fee 5%	*\$ 1,995.36	100%	*\$ 1,995.36	*\$ 0.00	*\$ 1,995.36	
Construction Adm.						
A/E Fee 20%	*\$ 7,981.45	0%	*\$ 0.00	*\$ 0.00	*\$ 0.00	
Reimbursables	*\$ 0.00	0%	*\$ 0.00	*\$ 0.00	*\$ 0.00	
<b>TOTALS</b>	<b>*\$ 39,907.23</b>		<b>*\$ 31,925.78</b>	<b>*\$ 29,930.42</b>	<b>*\$ 1,995.36</b>	
Total Amount This Request					<b>*\$ 1,995.36</b>	

I certify that the above is true and correct to the best of my knowledge.

VA Architecture September 1, 2009  
Architect Date

  
Reynaldo Vargas, A.I.A.

ANY AND ALL QUESTIONS PERTAINING TO THIS INVOICE SHALL BE ADDRESSED ONLY TO SONIA INFANTE AT 956-631-2242

Vargas & Associates  
2029 Industrial Drive  
McAllen, Texas 78504  
(956) 631-2242

# V·A Architecture

**REQUEST FOR PAYMENT NO: Seven-B**

Project Name: New Pct. 2 Administration Office & Other County Offices: Health Clinic No. 08-1016  
for Hidalgo County, Pharr, Texas

Architertural Firm: V-A Architecture Contract No 09-037-01-13  
P.O. # 622522

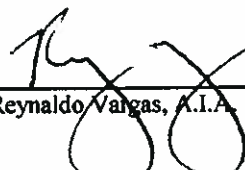
Address: 2029 Industrial Drive

City/State McAllen, Texas 78504

Project Budget:		\$2,042,249.00	Arch % Rate:	6.5%	*\$ Max. Contract Amt	\$132,746.19
Scope of Services	Estimated Budget	% Completed To Date	Total Due	Less Prev. Payments	Amount Due This Request	
Schematic Desgign						
A/E Fee 15%	*\$ 19,911.93	100%	*\$ 19,911.93	*\$ 19,911.93	*\$ (0.00)	
Design Development						
A/E Fee 20%	*\$ 26,549.24	100%	*\$ 26,549.24	*\$ 26,549.24	*\$ (0.00)	
Constr. Doc. Phase						
A/E Fee 40%	*\$ 53,098.47	100%	*\$ 53,098.47	*\$ 53,098.47	*\$ 0.00	
Bidding Phase						
A/E Fee 5%	*\$ 6,637.31	100%	*\$ 6,637.31	*\$ 0.00	*\$ 6,637.31	
Construction Adm.						
A/E Fee 20%	*\$ 26,549.24	0%	*\$ 0.00	*\$ 0.00	*\$ 0.00	
Reimbursables	*\$ 0.00	0%	*\$ 0.00	*\$ 0.00	*\$ 0.00	
<b>TOTALS</b>	*\$ 132,746.19		*\$ 106,196.95	*\$ 99,559.64	*\$ 6,637.31	
Total Amount This Request					*\$	<b>6,637.31</b>

I certify that the above is true and correct to the best of my knowledge.

VA Architecture September 1, 2009  
Architect Date

  
Reynaldo Vargas, A.I.A.

ANY AND ALL QUESTIONS PERTAINING TO THIS INVOICE SHALL BE ADDRESSED ONLY TO SONIA INFANTE AT 956-631-2242

Vargas & Associates  
2029 Industrial Drive  
McAllen, Texas 78504  
(956) 631-2242

# V·A Architecture

**REQUEST FOR PAYMENT NO: Seven-C**

Project Name: New Pct. 2 Administration Office & Other County Offices:WIC  
for Hidalgo County, Pharr, Texas No. 08-1016

Architeturual Firm: V-A Architecture Contract No 09-037-01-13  
P.O. # 622523

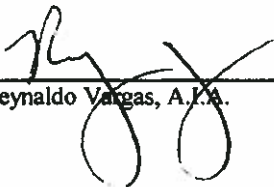
Address: 2029 Industrial Drive

City/State McAllen, Texas 78504

Project Budget:		\$483,879.00	Arch % Rate:	6.5% *\$	Max. Contract Amt.	\$31,452.14
Scope of Services	Estimated Budget	% Completed To Date	Total Due	Less Prev. Payments	Amount Due This Request	
Schematic Desgign						
A/E Fee 15%	*\$ 4,717.82	100%	*\$ 4,717.82	*\$ 4,717.82	*\$ 0.00	
Design Development						
A/E Fee 20%	*\$ 6,290.43	100%	*\$ 6,290.43	*\$ 6,290.43	*\$ (0.00)	
Constr. Doc. Phase						
A/E Fee 40%	*\$ 12,580.85	100%	*\$ 12,580.85	*\$ 12,580.85	*\$ 0.00	
Bidding Phase						
A/E Fee 5%	*\$ 1,572.61	100%	*\$ 1,572.61	*\$ 0.00	*\$ 1,572.61	
Construction Adm.						
A/E Fee 20%	*\$ 6,290.43	0%	*\$ 0.00	*\$ 0.00	*\$ 0.00	
Reimbursables	*\$ 0.00	0%	*\$ 0.00	*\$ 0.00	*\$ 0.00	
<b>TOTALS</b>	<b>*\$ 31,452.14</b>		<b>*\$ 25,161.71</b>	<b>*\$ 23,589.10</b>	<b>*\$ 1,572.61</b>	
Total Amount This Request					<b>*\$ 1,572.61</b>	

I certify that the above is true and correct to the best of my knowledge.

VA Architecture      September 1, 2009  
Architect              Date

  
\_\_\_\_\_  
Reynaldo Vargas, A.A.A.

ANY AND ALL QUESTIONS PERTAINING TO THIS INVOICE SHALL BE ADDRESSED ONLY TO SONIA INFANTE AT 956-631-2242

Vargas & Associates  
2029 Industrial Drive  
McAllen, Texas 78504  
(956) 631-2242



# V·A Architecture

**REQUEST FOR PAYMENT NO: Seven-D**

**Project Name:** New Pct. 2 Administration Office & Other County Offices:Tax Office No. 08-1016  
**for Hidalgo County, Pharr, Texas**

**Architertural Firm:** V-A Architecture Contract No 09-037-01-13  
P.O. # 622524


**Address:** 2029 Industrial Drive

**City/State** McAllen, Texas 78504

<b>Project Budget:</b>		<b>Arch % Rate:</b>		<b>*\$ Max. Contract Amt.</b>	
<b>\$997,139.00</b>		<b>6.5%</b>		<b>\$64,814.04</b>	
<b>Scope of Services</b>	<b>Estimated Budget</b>	<b>% Completed To Date</b>	<b>Total Due</b>	<b>Less Prev. Payments</b>	<b>Amount Due This Request</b>
Schematic Desgign					
A/E Fee 15%	*\$ 9,722.10	100%	*\$ 9,722.10	*\$ 9,722.10	*\$ 0.00
Design Development					
A/E Fee 20%	*\$ 12,962.81	100%	*\$ 12,962.81	*\$ 12,962.81	*\$ (0.00)
Constr. Doc. Phase					
A/E Fee 40%	*\$ 25,925.62	100%	*\$ 25,925.62	*\$ 25,925.62	*\$ 0.00
Bidding Phase					
A/E Fee 5%	*\$ 3,240.70	100%	*\$ 3,240.70	*\$ 0.00	*\$ 3,240.70
Construction Adm.					
A/E Fee 20%	*\$ 12,962.81	0%	*\$ 0.00	*\$ 0.00	*\$ 0.00
Reimbursables	*\$ 0.00	0%	*\$ 0.00	*\$ 0.00	*\$ 0.00
<b>TOTALS</b>	<b>*\$ 64,814.04</b>		<b>*\$ 51,851.23</b>	<b>*\$ 48,610.53</b>	<b>*\$ 3,240.70</b>
<b>Total Amount This Request</b>					<b>*\$ 3,240.70</b>

I certify that the above is true and correct to the best of my knowledge.

VA Architecture      September 1, 2009  
Architect              Date

  
\_\_\_\_\_  
Reynaldo Vargas, A.I.A.

ANY AND ALL QUESTIONS PERTAINING TO THIS INVOICE SHALL BE ADDRESSED ONLY TO SONIA INFANTE AT 956-631-2242

Vargas & Associates  
2029 Industrial Drive  
McAllen, Texas 78504  
(956) 631-2242

# V·A Architecture

**REQUEST FOR PAYMENT NO: Seven-E**

Project Name: New Pct. 2 Administration Office & Other County Offices: Justice of the Peace Office  
for Hidalgo County, Pharr, Texas No. 08-1016

Architeturual Firm: V-A Architecture Contract No 09-037-01-13  
P.O. # 622525

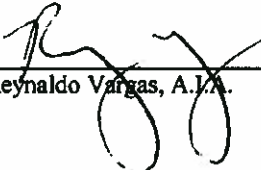
Address: 2029 Industrial Drive

City/State McAllen, Texas 78504

Project Budget:		\$1,307,978.88	Arch % Rate:	6.5% *\$	Max. Contract Amt	\$85,018.63
Scope of Services	Estimated Budget	% Completed To Date	Total Due	Less Prev. Payments	Amount Due This Request	
Schematic Desgign						
A/E Fee 15%	*\$ 12,752.79	100%	*\$ 12,752.79	*\$ 12,752.79	*\$ 0.00	
Design Development						
A/E Fee 20%	*\$ 17,003.73	100%	*\$ 17,003.73	*\$ 17,003.73	*\$ (0.00)	
Constr. Doc. Phase						
A/E Fee 40%	*\$ 34,007.45	100%	*\$ 34,007.45	*\$ 34,007.45	*\$ 0.00	
Bidding Phase						
A/E Fee 5%	*\$ 4,250.93	100%	*\$ 4,250.93	*\$ 0.00	*\$ 4,250.93	
Construction Adm.						
A/E Fee 20%	*\$ 17,003.73	0%	*\$ 0.00	*\$ 0.00	*\$ 0.00	
Reimbursables	*\$ 0.00	0%	*\$ 0.00	*\$ 0.00	*\$ 0.00	
<b>TOTALS</b>	<b>*\$ 85,018.63</b>		<b>*\$ 68,014.90</b>	<b>*\$ 63,763.97</b>	<b>*\$ 4,250.93</b>	
Total Amount This Request					<b>*\$ 4,250.93</b>	

I certify that the above is true and correct to the best of my knowledge.

VA Architecture September 1, 2009  
Architect Date

  
Reynaldo Vargas, A.I.A.

ANY AND ALL QUESTIONS PERTAINING TO THIS INVOICE  
SHALL BE ADDRESSED ONLY TO SONIA INFANTE AT 956-631-2242

Vargas & Associates  
2029 Industrial Drive  
McAllen, Texas 78504  
(956) 631-2242

AI-17201

23.D.1.

**Purchase of Used Trench Box Safety Sheild for Pct. #3  
CC REGULAR**

**Date:** 09/01/2009  
**Submitted By:** Oscar Garza, PURCHASING DEPT.  
**Submitted For:** Marty Salazar  
**Department:** PURCHASING DEPT.  
**Agenda Category:** Purchasing Department **Purchasing only:** Prct. 3

**Information**

**CAPTION**

Requesting authorization and approval to purchase One (1) Used Trench Box Safety Shield in the amount not to exceed \$20,000.00 to Aztech Rental of San Antonio for Pct. #3 although CC originally approved the purchase of two (2) trench box safety Shields on 07/14/09 and only one currently available to purchase with notice from Pct. #1 opting to wait for acquisition of proposed Trench box for a later date - project #2009-230-08-12-OGG.

**BACKGROUND**

As per Norma Ceballos Pct. #3 Acct. #9-1339-431-00-123-049-0-742 is to be used for proposed purchase.

**Fiscal Impact**

**FISCAL YEAR:** 2009 **ACCT. #:** 9-1339-431-00-123-049-0-742  
**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:** N

**BUDGETARY IMPACT:**

Available balance as of 8/28/09 is \$486,296.99.

**Attachments**

Link: [09-230](#)

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/27/2009 02:46 PM	APRV
2	Budget & Management	Erika Zamora	08/27/2009 02:46 PM	APRV
3	Perla Lopez	Perla Lopez	08/28/2009 09:12 AM	APRV
4	Auditor's Office		08/28/2009 06:08 PM	NEW

Form Started By: Oscar Garza  
Started On: 08/27/2009 09:47 AM  
Final Approval Date: 08/28/2009

# HIDALGO COUNTY PURCHASING DEPARTMENT BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY PRECINCT'S NO. 1 AND NO. 3

BID OPENING DATE: AUGUST 12, 2009

BID OPENING TIME: 9:30 A.M.

DESCRIPTION OF BID: "Two (2) Used Aluminum Trench Box Safety Shield with 48" Spreader with Stacking pins & Clips (Pct. #1 & Pct. #3 One Each"

BID NO: 2009-230-08-12-OGG

PROCUREMENT SPECIALIST:  
OSCAR GARZA

BID # RFB#	NAME OF COMPANY	UNIT PRICE	TOTAL PRICE
#1	<i>Astech/Rental of San Antonio</i>	1. _____ 2. _____ <i>No price for used sh.</i>	<input checked="" type="checkbox"/> <i>Acknowledged</i>
#2	<i>Used →</i> <i>New →</i> <i>ll. New - Trenches</i>	1. <i>20,000.00 Pct 1</i> 2. <i>39,500.00 Pct 3</i> <i>59,500.00 total</i>	
#3		1. _____ 2. _____	
#4		1. _____ 2. _____	
#5		1. _____ 2. _____	
#6		1. _____ 2. _____	

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



70 2009 02024451

Instrument Number: 2009-2024451

As  
Recording

Recorded On: August 11, 2009

Parties:

To

Billable Pages: 1

Number of Pages: 2

Comment: CONFLICT OF INTEREST

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

Recording	16.00
<b>Total Recording:</b>	<b>16.00</b>

\*\*\*\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\*

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document Number: 2009-2024451  
Receipt Number: 1060697  
Recorded Date/Time: August 11, 2009 10:46A

**Record and Return To:**

AZTECH RENTAL OF SAN ANTONIO  
3439 ROOSEVELT AVENUE  
SAN ANTONIO TX 78214

User / Station: I Hidalgo - Cash Station 04



STATE OF TEXAS  
COUNTY OF HIDALGO

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

Arturo Guajardo Jr.  
County Clerk  
Hidalgo County, TX

### EXHIBIT "D"

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> For vendor or other person doing business with local governmental entity	<b>FORM CIQ</b>
---	-----------------

<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006. Local Government Code. An offense under this section is a Class C misdemeanor.</p>	<b>OFFICE USE ONLY</b>  Date Received   Filed for Record in Hidalgo County by Arturo Guajardo Jr. County Clerk  On: Aug 11, 2009 at 10:46A As a Recording
--	--

**1** Name of person who has a business relationship with local governmental entity.

Artech Rental of San Antonio

Check this box if you are filing an update to a previously filed questionnaire.

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

Document Number: 2024451  
 Total Fees: 16.00  
 Receipt Number - 1060697  
 Complete Billing Instructions

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

N/A

Name of Officer

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

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes       No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes       No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes       No

D. Describe each employment or business relationship with the local government officer named in this section.

**4**

<p style="font-size: 1.5em;"><u>Jonas S. Hackebell</u></p> <p style="font-size: 0.8em;">Signature of person doing business with the governmental entity</p>	<p style="font-size: 1.5em;"><u>8/11/09</u></p> <p style="font-size: 0.8em;">Date</p>
---	---

Jonas S. Hackebell

## Oscar Garza

---

**From:** noe.montez [noe.montez@co.hidalgo.tx.us]  
**Sent:** Thursday, August 27, 2009 9:43 AM  
**To:** oscarg.garza@co.hidalgo.tx.us  
**Subject:** FW: trench boxes

**From:** noe.montez [mailto:noe.montez@co.hidalgo.tx.us]  
**Sent:** Wednesday, August 26, 2009 5:02 PM  
**To:** 'oscar.garza@co.hidalgo.tx.us'  
**Subject:** trench boxes

As per our conversation, and discussion w/ Mr. P.r.Avila go ahead w/ purchase of this item for pct. #3...we will wait to see if we can locate another one for pct. 1

Hidalgo County Purchasing Department  
 Bid Opening Sign In

Date: August 12, 2009

Please Print Name	Company Name
1. Oscar Gomez	Purchasing
2. [Signature]	UCP.
3. Tomas Hachubail	Asteo Rental
4. Gabriel Gomez	Purchasing
5. Sandra Luna	Purch.
6. Priscilla Torres	
7. Nelda Lopez	
8.	
9.	
10.	
11.	
13.	
14.	

Bid #	Description
1. 2009-279-08-12-CGV	BEHAVIORAL MEASURES
2. 2009-243-08-12-OGG	ROMCO
3. M-07-UC-48-0501	Rafael Martinez / Jose & San Juanita
4. M-07-UC-48-0501	De Leon Construction
5. M-07-UC-48-C501	G.M.H. Construction
6. M-07-UC-48-0501	G & G Contractors



AI-17032

23.E.1.

**Engagement - Engineering Services - County Buildings Repairs and/or Renovations  
CC REGULAR**

**Date:** 09/01/2009  
**Submitted By:** Nielda Cavazos, PURCHASING DEPT.  
**Submitted For:** Nielda Cavazos  
**Department:** PURCHASING DEPT.  
**Agenda Category:** Purchasing Department **Purchasing only:** Prct. 4

**Information**

**CAPTION**

- a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service for engineering services in connection with county owned buildings/structures in need of repairs/renovations located in Pct. # 4 for compliance with statutory occupational code provisions;
- b. Presentation of scoring grid (for the purposes of ranking by CC) of the firms graded & evaluated through the County's approved "pool" for the provision of professional engineering services in connection with county owned buildings/structures in need of repairs/renovations located in Pct. #4 to comply with statutory occupational code limits;  
1st. \_\_\_\_\_; 2nd. \_\_\_\_\_; 3rd. \_\_\_\_\_;
- c. Authority for the Purchasing Department to negotiate a professional engineering services contract with the No.1 ranked firm of \_\_\_\_\_ for the provision of engineering services (on an as needed basis) for the projects identified and detailed above and herein;

**BACKGROUND**

**Fiscal Impact**

<b><u>FISCAL YEAR:</u></b>	<b><u>ACCT. #:</u></b>
<b><u>FUNDS AVAILABLE Y/N?:</u></b>	<b><u>MATCHING FUNDS Y/N?:</u></b>

**BUDGETARY IMPACT:**

Services are on an As Needed Basis and funds will be appropriated as Work Authorizations are issued.

**Attachments**

Link: Grid

**Form Routing/Status**

Route Seq Inbox

Approved By Date

Status

1	Purchasing Department (Originator)	Marty Salazar	08/27/2009 01:09 PM	APRV
2	Budget & Management	Erika Zamora	08/27/2009 02:24 PM	APRV
3	Manuel Chapa	Manuel Chapa	08/28/2009 02:17 PM	APRV
4	Auditor's Office		08/28/2009 06:08 PM	NEW

Form Started By: Nielda Cavazos

Started On: 08/19/2009 10:08 AM

Final Approval Date: 08/28/2009

---

**HIDALGO COUNTY PRECINCT NO 4**  
 FOR  
**Professional Engineering Services**  
 On An As Need Basis

**GRID**

ENGINEERING FIRMS

	<b>S&amp;B Infrastructure, LTD</b>	<b>Dos Logistics , Inc</b>	<b>Dannenbaum</b>
Evaluator No 1	<b>97</b>	<b>89</b>	<b>93</b>
Total Scores	<b>97</b>	<b>89</b>	<b>93</b>
<b>RANKING by Commissioner's Court</b>			

\* Evaluation completed by Precinct No 4 Staff

Commissioners Court agenda: September 01, 2009

**VOTEC Software Agreement Renewal and Purchase of Software  
CC REGULAR**

**Date:** 09/01/2009  
**Submitted By:** Matilde Faz, PURCHASING DEPT.  
**Submitted For:** Marty Salazar  
**Department:** PURCHASING DEPT.  
**Agenda Category:** Purchasing Department **Purchasing only:** Elections

**Information**

**CAPTION**

a. Requesting authority to enter into a 12-month software renewal maintenance agreement with Votec for the Elections Department through requisition #161014 for the following services. Effective: 10/01/09 - 09/30/10 (9-1100-414-00-130-001-0-336)  
 Requisition #161014

- 1. Oracle Support User Fee for 20 users @ \$100.00 each/year = \$2,000.00
  - 2. Vemacs Base Support Fee \$1,200.00/year
  - 3. Vemacs per voter warranty and support fee 259,258 @ \$51,025.80/year
- Total from new price list \$53,225.80  
 2009 discount = half the difference between new price and 2008 fee of \$42,294.80  
 -\$ (5,965.50)  
 Total amount of \$48,260.30;

b. Requesting authority to purchase computer software, equipment and/or peripherals through our membership/participation with (DIR) Department of Information Resource with the following awarded vendor.

Requisition	Vendor	Department	Amount	Account Number
161013	Votec Corporation	Elections	\$26,250.00	9-1283-414-00-130-018-8-667

**BACKGROUND**

**Fiscal Impact**

**FISCAL YEAR:** 2009 **ACCT. #:** 9-1100-414-00-130-001-0-336  
**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Req# 161014 amount available is \$47,760.30. A revised invoice was submitted late, so the requisition will have to be adjusted to \$48,260.30

Available balance in account is \$63,364.70 as of 08/27/09.

**FISCAL YEAR:** 2009 **ACCT. #:** 9-1283-414-00-130-018-8-667  
**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Req# 161013 has available balance of \$26,250.00 as of 08/28/09.

---

**Attachments**

Link: Votec Software Purchase

Link: VOTEC Renewal (revised)

---

**Form Routing/Status**

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Purchasing Department	Marty Salazar	08/27/2009 01:08 PM	APRV
2	Budget & Management	Erika Zamora	08/27/2009 02:36 PM	APRV
3	Roland Garcia	Rolando Garcia	08/28/2009 04:29 PM	APRV
4	Auditor's Office		08/28/2009 06:08 PM	NEW

Form Started By: Matilde Faz  
Started On: 08/26/2009 11:11 AM

Final Approval Date: 08/28/2009

---

# Requisition

Req # 00161013

PO #

Date: 08/21/09

Regular  
#17158  
9/1/09

Bill To: x  
x

**Vendor:** 344877  
VOTEC CORPORATION  
16980 VIA TAZON #110  
SAN DIEGO CA 92127  
FAX (858) 674-6050

**Ship To:** ELECTIONS  
101 S. 10TH AVENUE  
EDINBURG TX 78539

**Contact:** TERRY TRUJILLO  
956-318-2570

**Contract No:** DIR-SDD-937

**Special Instructions:**  
REQ # 126

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		CONTRACT # DIR SDD-937 DO NOT DUPLICATE ORDER		
30.00	EACH	VOTE-SAFE E-POLLBOOK SOFTWARE (PER LICENSE)	900.00	27,000.00
1.00	EACH	DATA CONVERSION (ONE TIME CHARGE) INCLUDED (W/VEMACS 1 @ 2,500.00		.00
1.00		CUSTOMIZATION (PER HOUR) 185.00		.00
3.00	EACH	PROJECT MANAGEMENT (PER DAY)	750.00	2,250.00
1.00		TRAINING (WEB-EX) INCLUDED		.00
1.00		SHIPPING INCLUDED		.00
-30.00	EACH	TEXAS STATE DISCOUNT (PER UNIT)	100.00	-3,000.00
		<u>Account No</u>	<u>Encumbrance</u>	
		9-1283-414-00-130-018-8-667	26,250.00	
			Freight	.00
			Total	26,250.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

**Authorized By:** \_\_\_\_\_



**State of Texas Department of Information Resources contract for the  
VoteSafe™ Electronic PollBook Sales Order Agreement. Contract  
number DIR-SDD-937**

County/State: **Hidalgo County**

Estimated Delivery Date: **September 2009**

<b><u>Product Description</u></b>	<b><u>Quantity</u></b>	<b><u>Unit Price</u></b>	<b><u>Total Price</u></b>
Vote-Safe e-PollBook Software (per License)	30	\$900.00	\$27,000.00
Data Conversion (one time charge)*	1	\$2,500.00	Included w/VEMACS
Customization (per hour)	0	\$185.00	\$0.00

**Other Services**

Project Management (per day)	3	\$750.00	\$2,250.00
Training (Web-Ex)		Included	
Shipping		Included	
TEXAS STATE DISCOUNT (per unit)	30	\$100.00	(\$3,000.00)

**Total Software Price** **\$26,250.00**

\*For existing VEMACS customers or customers buying a complete solution including both VEMACS and Vote-Safe, the Data Conversion charges will be waived.

\*\*All VOTEC Vote-Safe electronic PollBook software solutions come with a standard 12 month (from date of delivery) warranty. Annual license fees will commence at 20% per unit per year after expiration of standard warranty.

\_\_\_\_\_  
Customer Signature Date

\_\_\_\_\_  
VOTEC Signature Date



**VoteSafe™ Electronic PollBook Sales Order Agreement For Counties  
using VEMACS**

County/State: **Hidalgo County**

Estimated Delivery Date: **March 2009**

<u>Product Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
Vote-Safe e-PollBook Software (per License)	30	\$900.00	\$27,000.00
Data Conversion (one time charge)*	1	\$2,500.00	Included w/VEMACS
Customization (per hour)	0	\$185.00	\$0.00
<b><u>Other Services</u></b>			
Project Management (per day)	3	\$750.00	\$2,250.00
Training (Web-Ex)		Included	
Shipping		Included	
TEXAS STATE DISCOUNT (per unit)	30	\$100.00	(\$3,000.00)

**Total Software Price** **\$26,250.00**

\*For existing VEMACS customers or customers buying a complete solution including both VEMACS and Vote-Safe, the Data Conversion charges will be waived.

\*\*All VOTEC Vote-Safe electronic PollBook software solutions come with a standard 12 month (from date of delivery) warranty. Annual license fees will commence at 20% per unit per year after expiration of standard warranty.

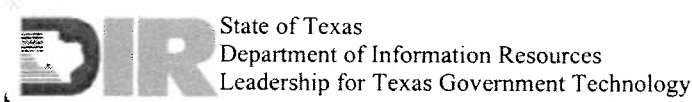
\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
VOTEC Signature

\_\_\_\_\_  
Date





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- [DIR IT Commodity List](#)
- [Customer Eligibility](#)
- [Customer FAQs](#)
- [Vendor FAQs](#)
- [Current Contracting Initiatives](#)

Product Type	Vendor Name	Brand Name	DIR Website	Vendor Website	Vendor Contract	Publisher Contract	HUB Type
Software	VOTEC Corporation	VOTEC	DIR Website (VOTEC Corporation)	Vendor Website (VOTEC Corporation)	VOTEC Corporation Contract 1	NA	non-HUB

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- [Capitol Complex Telephone System \(CCTS\)](#)
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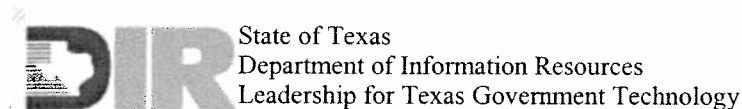
#### Department of Information Resources

300 West 15th St., Suite 1300  
Austin, TX 78701  
1-512-475-4700

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[Accessibility](#) | [Open Records Policy](#)  
[Link Policy](#) | [Compact with Texans](#)  
[DIR Contacts](#) | [dirinfo@dir.state.tx.us](mailto:dirinfo@dir.state.tx.us)

Last updated: Wednesday, August 26, 2009

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- [Customer FAQs](#)
- [Vendor FAQs](#)

### Related Information

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- [Current Contracting Initiatives](#)

- [Available Software](#)
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# Go DIRect

## for Purchase of VOTEC Software

VOTEC Corporation, Vendor ID 194-261-8399-200, offers VOTEC software products and services to Texas governmental and public educational entities at discounted prices through DIR's [Go DIRect Program](#).

### Available Software

- [VOTEC](#)

### How to Order

- For product and pricing information, visit the [VOTEC website](#) or call 800-348-6832.
- Generate a purchase order, made payable to **VOTEC Corporation**.  
**Note:** You must reference **Contract Number DIR-SDD-937** on your purchase order.
- Fax your purchase order to 858-674-6050.

### Contract Information

To access PDF files, use the free [Adobe Acrobat Reader](#).

~~Contract DIR-SDD-937 expires 02/27/2010 (69 KB)~~  
[Appendix A, Standard Terms and Conditions \(136 KB\)](#)  
[Appendix B, HUB Subcontracting Plan \(105 KB\)](#)  
[Appendix C, Product and Pricing Index \(13 KB\)](#)  
[Appendix D, Software License Agreement \(42 KB\)](#)  
[Appendix E, Service Agreement \(42 KB\)](#)

### Contacts

#### VOTEC Contact

[Jason Barnett](#)  
 Phone: 800-348- 6832  
 Fax: 858-674-6050

#### DIR Contract Contact

[Phyllis Benitez](#)

Phone: 512-463-4854



**Department of Information Resources**

300 West 15th St., Suite 1300  
Austin, TX 78701 ([Map & Directions](#))  
1-512-475-4700

[Privacy & Security Policy](#)  
[Accessibility](#) | [Open Records Policy](#)  
[Link Policy](#) | [Compact with Texans](#)  
[DIR Contacts](#) | [dirinfo@dir.state.tx.us](mailto:dirinfo@dir.state.tx.us)

Last updated April 23, 2009

# VOTEC Corporation

## Product Catalog License Fees Maintenance and Support

The Department of Information Resources has awarded VOTEC DIR-SDD-937 for VEMACS, the VOTEC Election Management and Compliance System and VoteSafe™ our highly praised Electronic PollBook software. VOTEC's main focus has been and will continue to be to design and support the most powerful and user friendly Election Management software solutions on the market today, and with Go DIRect, we are now able to offer the best prices to Texas Counties.

## Product Catalog

VOTEC sells three software products along with full support service to maintain and enhance the software and to assist customers in getting the most productivity from its use.

**VEMACS™** (VOTEC Election Management and Compliance System) is a complete database package for Voter Registration and Election Management. VEMACS was the first commercial election software to use a relational database. VEMACS has been building on the core Oracle foundation since 1991. VEMACS has been used in Texas since 1994. VOTEC has supported vote counting in Texas since 1983 and camera ready ballots since 1986.

VEMACS is an Offline County system that adds considerable efficiency and functionality while working within the TEAM framework. VEMACS is certified by the SOS to be compliant with the latest TEAM requirements.

If you find the pressure increasing around registration and elections, our compliance system will manage your data with proven speed and reliability. Our services in support of VEMACS extend beyond maintenance to include free discussion of any issue related to your registration and election data.

**VoteSafe™** is our electronic pollbook software for distributing data where you need it for early voting and pollplace voting. VoteSafe is a fault tolerant, redundant database, voter check-in system that can operate stand-alone or in synch with a central server. If the central server is temporarily unavailable VoteSafe will continue to check in voters. When connection is re-established or the field PCs are returned to the office, all check-in data is synchronized and audit reports are available.

VoteSafe uses encrypted storage and secure transmissions. Private data is behind multiple barriers and is only accessible through the program. VoteSafe works with all voting systems that program cards or consoles through pollplace PCs to deliver the correct ballot style to the voter. A drivers license card swipe attachment is available as well as barcode input.

- **VEMACS License Fees**

The prices shown are both list and state.

Fees for VEMACS are based on the number of active voters in the most recent November election preceding the first day of the contract year plus a base fee for conversion.

Base fee \$18,000.00

License Fees are based on the number of voters eligible to vote in the most recent November election preceding the effective date of the contract to license VEMACS.

TDIR Pricing Sheet

- **Oracle Fees**

Oracle is required for VEMACS. Named users are the username/password accounts set up on Oracle with access to VEMACS.

Per named user \$400.00 (10 user minimum = \$4,000)

Unlimited user single processor license \$12,000.

TDIR Pricing Sheet

- **Electronic Poll Book Software License Fees**

Note: PC based Electronic Poll Book in a non-VEMACS installation will require Oracle.

**VoteSafe™** - PC based Electronic Poll Book software including training is offered for a one time license fee of \$900 per PC.

- Installation and Training: \$2250

- Data conversion for non Vemacs customers: \$2500

TDIR Pricing Sheet

## Maintenance and Support Plan

### Contact Info:

800.348.6832

858.674.6050 (fax)

### Hours of operation:

6AM - 6PM PST

24 - 7 Support available for voting dates.

### Support:

1. Initial warranty period extends 12 months from the date system is first continuously operated by County as the primary database system for voter registration.
2. VOTEC offers a toll-free number for support.
3. VOTEC provides full support Monday through Friday between the hours of 6 AM and 6 PM Pacific Standard or Daylight time. Emergency support phone numbers are provided for voting days and situations requiring attention.
4. VOTEC provides off-site support via modem connection to the system using WebEx.
5. VOTEC staff is accessible via email.
6. Enhancements other than custom enhancements are prioritized by our assessment of how much they will contribute to the reliability and auditability of the software and to our customers' self-sufficiency.

### Warranty:

VOTEC Corporation provides warranty services for the licensed software under the following terms and conditions.

LICENSOR warrants the product, as delivered, will perform in the manner described in the accompanying System Documentation for a period of one year after delivery.

LICENSOR warrants that the product, as delivered, supports the voter registration and election management requirements mandated by the State of Texas and by the United States of America.

LICENSOR further agrees to make the product conform to any subsequent legal requirements for the State of Texas and of the United States of America within the one-year term of the installation warranty at no additional charge.

EXCEPT FOR THE FOREGOING, LICENSOR MAKES NO WARRANTIES EITHER EXPRESSED OR IMPLIED

WITH RESPECT TO THE SYSTEM, AND WARRANTIES OF MERCHANTABILITY FOR ANY OTHER PURPOSES OR FITNESS FOR ANY OTHER PURPOSE ARE HEREBY EXPRESSLY DISCLAIMED.



[Go DIRect program](#)

[VOTEC Go DIRect program page](#)

**For all DIR sales and pricing information, please contact:**

Jason Barnett  
National Sales Manager  
877.833.5532  
858.674.6050 (fax)  
[jmbarnett@votec.net](mailto:jmbarnett@votec.net)  
© 2007 [VOTEC Corporation](#)

# Pricing Sheet

	A	B	E	F
1	Manufacturer/Product Line/Product Category	MSRP	Customer Discount	Customer Price
2	Oracle-License fee (per user, minimum of 10 users) - may be provided by customer instead of VOTEC.	\$400 per user minimum charge is \$4,000	0.0000%	\$4,000.00
3	Products			
4	VEMACS-Base fee	\$18,000.00	31.3333%	\$12,000.00
5	VEMACS ELECTIONS ADMINISTRATOR VERSION -License fee (based on the number of active registered voters for the preceding November election)			
6	1-10,000 RV (Registered Voters)	\$1.20	64.6667%	\$0.40
7	10,001-20,000 RV	\$1.10	61.6364%	\$0.40
8	20,001-35,000 RV	\$1.00	58.0000%	\$0.40
9	35,001-60,000	\$0.90	53.5556%	\$0.40
10	60,001-100,000	\$0.80	48.0000%	\$0.40
11	100,001-200,000	\$0.70	40.8571%	\$0.40
12	200,001-400,000	\$0.60	31.3333%	\$0.40
13	400,001-800,000	\$0.50	18.0000%	\$0.40
14	800,001+	\$0.40	0.0000%	\$0.40
15				
16	VEMACS COUNTY CLERK VERSION -License fee (based on the number of active registered voters for the preceding November election)			
17	1-10,000 RV (Registered Voters)	\$0.900	64.6667%	\$0.30
18	10,001-20,000 RV	\$0.825	61.6364%	\$0.30
19	20,001-35,000 RV	\$0.750	58.0000%	\$0.30
20	35,001-60,000	\$0.675	53.5556%	\$0.30
21	60,001-100,000	\$0.600	48.0000%	\$0.30
22	100,001-200,000	\$0.525	40.8571%	\$0.30
23	200,001-400,000	\$0.450	31.3333%	\$0.30
24	400,001-800,000	\$0.375	18.0000%	\$0.30
25	800,001+	\$0.300	0.0000%	\$0.30
26				

27	VEMACS TAX ASSESSOR-COLLECTOR VERSION -License fee (based on the number of active registered voters for the preceding November election)			
28	1-10,000 RV (Registered Voters)	\$0.60	64.6667%	\$0.20
29	10,001-20,000 RV	\$0.55	61.6364%	\$0.20
30	20,001-35,000 RV	\$0.50	58.0000%	\$0.20
31	35,001-60,000	\$0.45	53.5556%	\$0.20
32	60,001-100,000	\$0.40	48.0000%	\$0.20
33	100,001-200,000	\$0.35	40.8571%	\$0.20
34	200,001-400,000	\$0.30	31.3333%	\$0.20
35	400,001-800,000	\$0.25	18.0000%	\$0.20
36	800,001+	\$0.20	0.0000%	\$0.20
37				
38	VOTESAFE - Electronic PollBook software (per copy)	\$900.00	2.0000%	\$882.00
39				
40	Services			
41				
42	VOTESAFE - Data Conversion (one time charge for entities not using VEMACS. Price is waived for entities using VEMACS)	\$2,500.00	2.0000%	\$2,450.00
43	VOTESAFE - Project Management (per day)	\$750.00	2.0000%	\$735.00
44	VOTESAFE - Customization (hourly rate)	\$210.00	2.0000%	\$205.80





INVOICE

09100102  
October 1, 2009

Yvonne Ramon  
Hidalgo County Elections Administrator  
101 South 10th Ave  
Edinburg TX 78539

**For:** Maintenance and Support for 10/1/2009 – 9/30/2010.

**NOTE:** Corrected Oracle quantity and extended price 8/27/09.

Item	Quantity	Description	Price
1	20	Oracle support user fee @ \$100	\$2,000.00
2	1	VEMACS base support fee	1,200.00
3	259,258	VEMACS per voter warranty and support fee	51,025.80
		Total from new price list	54,225.80
4	1	2009 discount = half the difference between new price and 2008 fee of 42,294.80	(5,965.50)
		<b>Total Support Fee</b>	<b>\$ 48,260.30</b>

Due and payable upon invoice.

Thank you.

AI-17122

23.G.1.

**BCAP Application for Payment No. 3 Release of Retainage Dimas NO. 1  
Subdivison Pct. No. 1**

**CC REGULAR**

**Date:** 09/01/2009

**Submitted By:** Marcie Jackson, COLONIA ACCESS PROGRAM

**Submitted For:** Agapito Vargas

**Department:** COLONIA ACCESS PROGRAM

**Agenda Category:** Purchasing Department

**Purchasing only:** CAP Pct.1

**Information**

**CAPTION**

Acceptance, and approval of Application for payment No. 3 (Release of Retainage) in the amount of \$5,019.13 from Valley Paving Inc. contracted vendor for Dimas #1 Subdivision, submitted by project engineer TEDSI Infrastructure Group, CAP 08-033-3-31.

**BACKGROUND**

**Fiscal Impact**

**FISCAL YEAR:** 2009

**ACCT. #:** 9-1311-206-00-000-019-0-000

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

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Project has been completed, P.O.# 621821 has been paid in full.

Available balance of retainage payable for Valley Paving, Inc. is \$15,522.73 as of 8/28/09.

**Attachments**

Link: Application for payment no. 3 release of retainage dimas #1

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Yvette Islas	Yvette Islas	08/25/2009 11:46 AM	APRV
2	Purchasing Department	Marty Salazar	08/27/2009 12:54 PM	APRV
3	Budget & Management	Erika Zamora	08/27/2009 02:29 PM	APRV
4	Erika Zamora	Erika Zamora	08/28/2009 01:43 PM	APRV
5	Ivan Cantu	Ivan Cantu	08/28/2009 02:04 PM	APRV
6	Auditor's Office		08/28/2009 06:08 PM	NEW

Form Started By: Marcie Jackson

Started On: 08/24/2009 04:11 PM

Final Approval Date: 08/28/2009

AI-17122

APPLICATION FOR PAYMENT NO. 3  
(RELEASE OF RETAINAGE)

To: Hidalgo County (OWNER)

From: VALLEY PAVING, INC. (CONTRACTOR)

Contract: COLONIA ACCESS PROGRAM

Project: "ROAD & DRAINAGE CONSTRUCTION FOR DIMAS #1 SUBDIVISION"

OWNER's Contract No. CAP-08-033-3-31 ENGINEER's Project No. 2C-1080-865

For Work accomplished through the date of: 06/16/2009.

1. Original Contract Price:	\$	<u>58,230.30</u>
2. Net change by Change Orders and Written Amendments (+ or -):	\$	<u>-8,039.05</u>
3. Current Contract Price (1 plus 2):	\$	<u>50,191.25</u>
4. Total completed and stored to date:	\$	<u>50,191.25</u>
5. Retainage (per Agreement):		
<u>0</u> % of completed Work:	\$	<u>0.00</u>
_____ % of stored material:	\$	<u>0.00</u>
Total Retainage:	\$	<u>0.00</u>
6. Total completed and stored to date less retainage (4 minus 5):	\$	<u>50,191.25</u>
7. Less previous Application for Payments:	\$	<u>45,172.12</u>
8. DUE THIS APPLICATION (6 MINUS 7):	\$	<u>5,019.13</u>

Accompanying Documentation:

REQ# 154070 P.O.# 621821  
9-1311-206-00-000-019-0-000 → \$5,019.13

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 3 inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

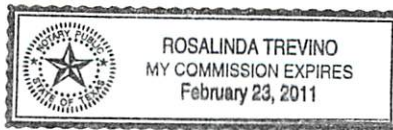
Dated August 13, 2009

VALLEY PAVING, INC.  
CONTRACTOR

By: [Signature]  
Oscar Cordova, President

State of Texas  
County of Hidalgo  
Subscribed and sworn to before me this 13th  
day of August, 2009

Rosalinda Trevino  
Notary Public  
My Commission expires: 02-23-11



Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 08.18.2009

TEDSI Infrastructure Group  
ENGINEER

By: [Signature]

INVOICE RECEIVED BY:  
Marcie Pachon ON 8/20/09  
GOODS/SERVICES RECEIVED BY:  
Marcie Pachon ON 8/20/09

**Estimate Quantity Update Worksheet**

Date: August 18, 2009

Colonia: Dimas # 1 Subdivision  
 Roadway: Martinez Ave  
 Control: 2C-1080-865  
 Project No: CAP-08-033-03-31  
 County: Hidalgo County Precinct No.1  
 Est. No: 3

Contractor: Valley Paving, Inc  
 Contract Price: \$50,191.25  
 Work Done this Mo.: \$50,191.25  
 % Complete: 100.00%

Date Began: April 6, 2009  
 Contract Time: 120  
 Time Charged: 60  
 % Time Used: 50.00%

Work Type: Paving and Drainage

Limits:

From:

To:

ITEM NO.	DESCRIPTION	UNIT	PROJECT QTY	Unit Price	Project Amount	RFP 01			RFP 02			RFP 03		
						MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)
	(901) ADMINISTRATIVE													
	(902) PRELIMINARY ENGINEERING													
	(903) CONSTRUCTION ENGINEERING													
	(904) RIGHT-OF-WAY													
	(905) ROADWAY CONSTRUCTION													
100	PREP R.O.W.	STA	8.89	\$100.00	\$889.00	8.89	8.89	\$889.00	0	0	\$0.00	0	0	\$0.00
134	Backfill (TY B)	STA	8.89	\$100.00	\$889.00	8.89	8.89	\$889.00	0	0	\$0.00	0	0	\$0.00
247	FL BS (Rdwy Del)(TY D, GR 6, CL 4)	CY	461	\$39.70	\$18,301.70	461	461	\$18,301.70	0	0	\$0.00	0	0	\$0.00
310	ASPH MATRL (MC-30)	GAL	494	\$4.25	\$2,099.50	0	0	\$0.00	494	494	\$2,099.50	0	0	\$0.00
340	ASPH Concrete (TY D)	TON	203	\$73.90	\$15,001.70	0	0	\$0.00	203	203	\$15,001.70	0	0	\$0.00
500	Mobilization	LS	1	\$1,975.00	\$1,975.00	1	1	\$1,975.00	0	0	\$0.00	0	0	\$0.00
502	Barricades, Signs and Traffic Handling	MO	1	\$250.00	\$250.00	1	1	\$250.00	0	0	\$0.00	0	0	\$0.00
530	Turnouts (ASPH-CONC-PAV)(PBS-2)	SY	107	\$12.05	\$1,289.35	0	0	\$0.00	107	107	\$1,289.35	0	0	\$0.00
2500	EN-1 TREATED FLEX BASE	SY	2766	\$0.50	\$1,383.00	2766	2766	\$1,383.00	0	0	\$0.00	0	0	\$0.00
2500	EN-1 ROADBOND	GAL	15	\$92.20	\$1,383.00	15	15	\$1,383.00	0	0	\$0.00	0	0	\$0.00
5249	Temporary Sediment Control Fence	LF	40	\$1.85	\$74.00	40	40	\$74.00	0	0	\$0.00	0	0	\$0.00
5249	Temporary Sediment Control Fence (Remove)	LF	40	\$1.00	\$40.00	0	0	\$0.00	40	40	\$40.00	0	0	\$0.00
	(906) DRAINAGE													
530	Driveways (CONC.)(4")	SY	171	\$35.55	\$6,079.05	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00
530	Driveways (ASPH-CONC-PAV)(PB-1)	SY	296	\$11.00	\$3,256.00	0	0	\$0.00	296	296	\$3,256.00	0	0	\$0.00
556	15" Corrugated ADS Pipe	LF	380	\$14.00	\$5,320.00	380	380	\$5,320.00	0	0	\$0.00	0	0	\$0.00
530	Driveways (CONC.)(4")	SY	-171	\$35.55	-\$6,079.05	0	0	\$0.00	0	0	\$0.00	0	0	\$0.00
556	15" Corrugated ADS Pipe	LF	-140	\$14.00	-\$1,960.00	0	0	\$0.00	-140	-140	-\$1,960.00	0	0	\$0.00

Monthly Totals:	\$30,464.70	\$19,726.55	\$5,019.13
ADMINISTRATIVE (901)			
PRELIMINARY ENGINEERING (902)			
CONSTRUCTION ENGINEERING (903)			
RIGHT-OF-WAY (904)			
Roadway (905):	\$25,144.70	\$18,430.55	N/A
Drainage (906):	\$5,320.00	\$1,296.00	N/A

Total to Date

Roadway (903): \$43,575.25  
 Drainage (904): \$6,616.00  
 Total \$50,191.25

Prepared and Checked By:

Signature:



Date: 08-18-2009

Printed Name:

Jose A. Sanchez



Valley Paving, Inc Contractor Name  
04-06-2009 Starting Date  
08-03-2009 Project Ending Date  
10% Retainage Percent

Application No. 3  
 Application Date: 08-18-2009  
 Period To: 06-16-2009  
 Engineer Firm: TEDSI Infrastructure Group

Summary													
CSJ#	PROJECT NAME	Original Schedule Value	Revised Schedule Value	Payment Application No 1	Payment Application No 2	Payment Application No 3	Payment Application No 4	Total To Date	Balance To Finish	Retainage	Net	Payment To Date	Payment Due
2C-1080-865	Dimas #1	\$58,230.30	\$50,191.25	\$30,464.70	\$19,726.55			\$50,191.25	\$0.00	\$5,019.13	\$45,172.13	\$50,191.25	\$5,019.13

Prepared and Checked By:

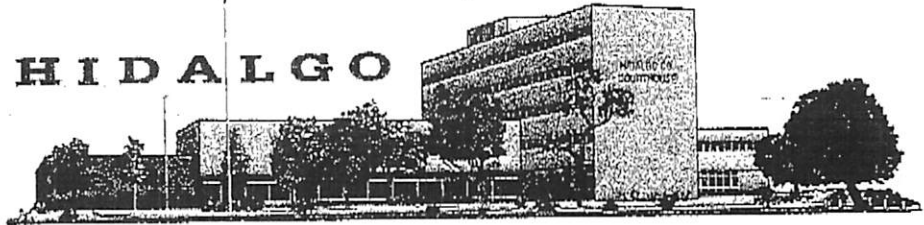
Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Jose A. Sanchez

Date: 08-18-2009

COUNTY *of* HIDALGO



**SYLVIA S. HANDY**  
County Commissioner, Pct. 1  
1902 Joe Stephens Ave.  
Weslaco, TX 78596  
(956) 968-8733

August 13, 2009

Agapito Vargas, C.A.P. Director  
Hidalgo County Pct. # 2  
301 E. State St.  
Pharr, Texas 78577

Re: Punch list for C.A.P. Dimas #1 Paving Project-CSJ # (2C1080865)

Dear Mr. Vargas:

There is no need for a punch list reason being that construction was done as per TXDOT Approved plans.

If you have any question please do not hesitate to contact me at (956) 968-8733

Thank you,

A handwritten signature in cursive script that reads "John Paul Lugo".

John Paul Lugo  
C.A.P. Coordinator, Pct. 1

Cc: Mr. Joe Vasquez, TEDSI Infrastructure Group



**CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS**

**PROJECT:** ROAD AND DRAINAGE CONSTRUCTION FOR DIMAS 1 SUBDIVISION  
**OWNER:** HIDALGO COUNTY **PROJECT NO.** CAP-08-033-3-31  
**CONTRACTOR:** VALLEY PAVING, INC  
**ENGINEER:** TEDSI INFRASTRUCTURE GROUP

The Contractor, in accordance with the Contract Documents, and in consideration for the full and final payment to the Contractor for all services in connection with the project, does hereby waive and release any and all liens, or any and all claims to liens which the Contractor may have on or affecting the project as a result of its contract(s) for the Project or for performing labor and/or furnishing materials in any way connected with the construction of any aspect of the project. The Contractor further certifies and warrants that all subcontractors of labor and/or materials for the Project, except as listed below, have been paid in full for all labor and/or materials supplied to, for through or at the direct or indirect request of the Contractor prior to, through and including the date of this affidavit.

**EXCEPTIONS:** (If none, write "NONE". The Contractor shall furnish a bond acceptable to the Owner for each exception.)

**NONE**

**CONTRACTOR** VALLEY PAVING, INC

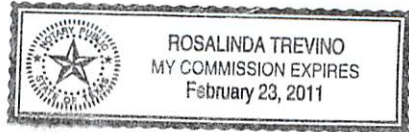
By 

Title President

Subscribed and sworn to before me this 13th day of August, 2009

Notary Public:   
Rosalinda Trevino

My Commission Expires: 2/23/2011



**CONTRACTOR'S AFFIDAVIT OF  
PAYMENTS OF DEBTS AND CLAIMS**

**PROJECT:** ROAD AND DRAINAGE CONSTRUCTION FOR DIMAS 1 SUBDIVISION  
**OWNER:** HIDALGO COUNTY **PROJECT NO.** CAP-08-033-3-31  
**CONTRACTOR:** VALLEY PAVING, INC  
**ENGINEER:** TEDSI INFRASTRUCTURE GROUP

The Contactor in accordance with the Contract Documents, hereby certifies that, except as listed below, all obligations for all materials and equipment furnished, for all work labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might in any way be held responsible have been paid in full or have otherwise been satisfied in full.

**EXCEPTIONS:** (If none, write "NONE". The Contractor shall furnish a bond acceptable to the Owner for each exception.)

**NONE**

**CONTRACTOR** VALLEY PAVING, INC

By \_\_\_\_\_

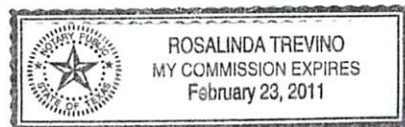
Title President

Subscribed and sworn to before me this 13th day of August, 2009

Notary Public: \_\_\_\_\_

Rosalinda Trevino  
Rosalinda Trevino

My Commission Expires: 2/23/2011







# Texas Department of Transportation

PO BOX 1717 • PHARR TEXAS 78577-1717 • (956) 702-6100

July 6, 2009

Mr. Agapito Vargas, Director  
Hidalgo County Border Colonia Access Program  
301 East State Street  
Pharr, Texas 78577

Dear Mr. Vargas:

TxDOT has completed a final inspection of the following Hidalgo County Border Colonia Access Program second-call projects:

- o Dimas #1 Subdivision, 2C1080865
- o El Monte Subdivision, 2C1080245

The inspections confirmed that work has been completed according to plans on record with TxDOT, drainage is in place, and the projects looked good. There were no exceptions for these projects, and I have all required documentation for them on file.

Sincerely,

Sharon Slagle  
Pharr Border Colonia Access Program  
Manager

#### THE TEXAS PLAN

REDUCE CONGESTION • ENHANCE SAFETY • EXPAND ECONOMIC OPPORTUNITY • IMPROVE AIR QUALITY  
INCREASE THE VALUE OF OUR TRANSPORTATION ASSETS

*An Equal Opportunity Employer*

Border Colonia Access Program  
Checklist for Documents Required for Road Construction

Contractor: Valley Paving, Inc.  
 Contract Amount: \$58,230.30  
 Project/Precinct: Dumas #1 / Det. 1  
 Owner's Contract No.: CAP-08-033-03-31

Item	Required Documents	Submitted & Reviewed	Approved	Comments:
	<b>INITIATION OF PROJECT:</b>			
1	Approval to Bid (Purchasing)			
2	Contract - Signed and Executed			
3	Gen. Liability Insurance - (Expiration Date)			
4	Automobile Liab. Insurance - (Expiration Date)			
5	Worker's Comp. & Empl. Liab. (Expiration Date)			
6	Notice to Proceed			
7	Material Sample & Testing Table Sent to Auditor's Office			
	<b>PAYMENT REQUESTS, INCLUDING FINAL:</b>			
8	Application and Certification of Payment (A)	✓	✓	
9	Schedule of Values a/k/a 1257/1258	✓	✓	
10	Estimate Quantity Update Worksheet	✓	✓	
11	List of Suppliers and Sub-contractors			
12	Partial Waiver of Liens (Sub-contractors/suppliers)			
13	TxDot Form 252 Contract Time Statement			
14	Payroll Report w/signed Wage Form			
15	Change Order (Requires TxDot Concurrence)	✓	✓	C.C.M 8/14/09
	<b>RETAINAGE PAYMENT:</b> - Final request and request for retainage must be billed separately and approved by C.C.			
16	Punch List	✓	✓	
17	Certificate of Construction Completion	✓	X	Needs Corrections
18	Approval by Commissioner's Court			
19	Contractor's Affidavit of Release (Waiver) of Liens (with power of attorney)(B)	✓	✓	
20	Affidavit of Payment of Debts & Claims-lien bond & indemnity bonds(w/power of attorney)(B)	✓	✓	
21	Consent of Surety to Final Payment(with power of attorney)(B)			
22	Final Blue Prints			

AI-17129

23.G.2.

**BCAP Certificate of Construction Completion El Monte Subdivision Pct. No. 1  
CC REGULAR**

**Date:** 09/01/2009

**Submitted By:** Marcie Jackson, COLONIA ACCESS PROGRAM

**Submitted For:** Agapito Vargas

**Department:** COLONIA ACCESS PROGRAM

**Agenda Category:** Purchasing Department

**Purchasing only:** CAP Pct.1

**Information**

**CAPTION**

Requesting approval of "Certificate of Construction Completion" Submitted by project engineer TEDSI Infrastructure Group reflecting the completion date of July 6, 2009 for El Monte Subdivision CAP 08-032-3-31

**BACKGROUND**

**Fiscal Impact**

**FISCAL YEAR:** 2009

**ACCT. #:** 9-1311-206-00-000-019-0-000

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

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Available Balance as of 8-27-09 \$15,522.73 for Retainage Payable-Valley Paving, Inc. in relation to Pct. 1 El Monte Subdivison

**Attachments**

Link: [Cert. of Construction Completion-El Monte](#)

**Form Routing/Status**

Route	Seq	Inbox	Approved By	Date	Status
1		Yvette Islas	Yvette Islas	08/25/2009 11:46 AM	APRV
2		Purchasing Department	Marty Salazar	08/27/2009 12:58 PM	APRV
3		Budget & Management	Erika Zamora	08/27/2009 02:31 PM	APRV
4		Ivan Cantu	Ivan Cantu	08/27/2009 03:16 PM	APRV
5		Auditor's Office		08/28/2009 06:08 PM	NEW

Form Started By: Marcie Jackson

Started On: 08/25/2009 09:02 AM

Final Approval Date: 08/28/2009

**CERTIFICATE OF CONSTRUCTION COMPETITION**

THIS IS TO CERTIFY THAT ON 6 DAY OF JULY 2009 A FINAL INSPECTION was made of the project herein described.

**CONTRACT**

CONTRACT DATE: 02-03-2009  
OWNER: HIDALGO COUNTY  
CONSTRUCTION CONTRACTOR: VALLEY PAVING, INC  
OF THE CITY OF MISSION STATE OF TEXAS

**PROJECT DESCRIPTION**

CONSTRUCTION OF: ROAD AND DRAINAGE CONSTRUCTION FOR EL MONTE SUBDIVISION

CONTRACT NO: CAP-08-032-03-31  
Located in or near the City/Precinct of Hidalgo County Pct 1

**THIS IS TO CERTIFY"**

1. That the 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 \$0.00, deducted from the final payment of the Contractor is a fair and equitable settlement for the foregoing except work.
3. That the contractor has presented a "Certificate of Release" starting 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 CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.

5. Amount of Original Contract	<u>\$102,706.00</u>
Present Amount of Contract	<u>\$105,036.00</u>
Total Amount of earned to Date	<u>\$105,036.00</u>
Less: previous payments	<u>\$ 94,532.40</u>
Balance	<u>\$ 10,503.60</u>
Authorized deductions	<u>\$ 0.00</u>
AMOUNTY OF FINAL PAYMENT	<u>\$ 10,503.60</u>

6. That the final payment in the amount of: \$10,503.60 is now due and payable.



\_\_\_\_\_  
Engineer's Signature

**CONCURRED BY:**

**VALLEY PAVING, INC**

Contractor's Name

By: \_\_\_\_\_

Title: \_\_\_\_\_

President

**CONCURRED BY:**

\_\_\_\_\_  
Hidalgo County Judge

AI-17128

23.G.3.

**BCAP Application for Payment No. 3 Release of Retainage El Monte  
Subdivision Pct. No. 1**

**CC REGULAR**

**Date:** 09/01/2009  
**Submitted By:** Marcie Jackson, COLONIA ACCESS PROGRAM  
**Submitted For:** Agapito Vargas  
**Department:** COLONIA ACCESS PROGRAM  
**Agenda Category:** Purchasing Department **Purchasing only:** CAP Pct.1

**Information**

**CAPTION**

Acceptance, and approval of Application for payment No. 3 (Release of Retainage) in the amount of \$10,503.60 from Valley Paving Inc. contracted vendor for El Monte Subdivision, submitted by project engineer TEDSI Infrastructure Group, CAP 08-032-03-31.

**BACKGROUND**

**Fiscal Impact**

**FISCAL YEAR:** 9 **ACCT. #:** 9-1311-206-00-000-019-0-000  
**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Project has been completed and P.O.# 621820 has been paid in full.

available balance of retainage payable for Valley Paving, Inc. is \$15,522.73 as of 8/28/09.

**Attachments**

Link: [Application for Payment No. 3 Release of Retainage El Monte](#)

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Yvette Islas	Yvette Islas	08/25/2009 11:46 AM	APRV
2	Purchasing Department	Marty Salazar	08/27/2009 12:58 PM	APRV
3	Budget & Management	Erika Zamora	08/27/2009 02:30 PM	APRV
4	Erika Zamora	Erika Zamora	08/28/2009 01:52 PM	APRV
5	Ivan Cantu	Ivan Cantu	08/28/2009 02:50 PM	APRV
6	Auditor's Office		08/28/2009 06:08 PM	NEW

Form Started By: Marcie Jackson Started On: 08/25/2009 08:51 AM

Final Approval Date: 08/28/2009



**APPLICATION FOR PAYMENT NO. 3  
(RELEASE OF RETAINAGE)**

To: Hidalgo County (OWNER)  
 From: VALLEY PAVING, INC. (CONTRACTOR)  
 Contract: COLONIA ACCESS PROGRAM  
 Project: "ROAD & DRAINAGE CONSTRUCTION FOR EL MONTE SUBDIVISION"  
 OWNER's Contract No. CAP-08-032-03-31 ENGINEER's Project No. 2C-1080-245  
 For Work accomplished through the date of: 06-11-2009.

1. Original Contract Price:	\$ <u>102,706.00</u>
2. Net change by Change Orders and Written Amendments (+ or -):	\$ <u>2,330.00</u>
3. Current Contract Price (1 plus 2):	\$ <u>105,036.00</u>
4. Total completed and stored to date:	\$ <u>105,036.00</u>
5. Retainage (per Agreement):	
<u>0</u> % of completed Work:	\$ <u>0.00</u>
_____ % of stored material:	\$ <u>0.00</u>
Total Retainage:	\$ <u>0.00</u>
6. Total completed and stored to date less retainage (4 minus 5):	\$ <u>105,036.00</u>
7. Less previous Application for Payments:	\$ <u>94,532.40</u>
8. DUE THIS APPLICATION (6 MINUS 7):	\$ <u>10,503.60</u>

Accompanying Documentation:

REQ# 154067 P.O.# 621820  
 9-1311-206-00-000-019-0-000 → \$10,503.60

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 3 inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

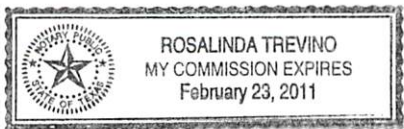
Dated August 13<sup>th</sup>, 2009

VALLEY PAVING, INC.  
 CONTRACTOR

By: [Signature]  
 Oscar Cordova, President

State of Texas  
 County of Hidalgo  
 Subscribed and sworn to before me this 13<sup>th</sup>  
 day of August, 2009

Rosalinda Trevino  
 Notary Public  
 My Commission expires: 02/23/2011



Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 08.18.2009

TEDSI Infrastructure Group  
 ENGINEER

By: [Signature]

INVOICE RECEIVED BY:  
[Signature] ON 8/20/09  
 GOODS/SERVICES RECEIVED BY:  
[Signature] ON 8/20/09

**Estimate Quantity Update Worksheet**

Date: August 18, 2009

Colonia: El Monte Subdivision  
 Roadway: Ruiz and Sanchez  
 Control: 2C-1080-245  
 Project No: CAP-08-032-03-31  
 County: Hidalgo County Precinct No.1  
 Est. No: 3

Contractor: Valley Paving, Inc  
 Contract Price: \$105,036.00  
 Work Done this Mo.: \$44,435.50  
 % Complete: 100.00%

Date Began: April 6, 2009  
 Contract Time: 120  
 Time Charged: 67  
 % Time Used: 55.83%

Work Type: Paving and Drainage  
 Limits:

From:  
 To:

ITEM NO.	DESCRIPTION	UNIT	PROJECT QTY	Unit Price	Project Amount	RFP 01			RFP 02			RFP 03		
						MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)	MONTHLY QUANTITY	QTY to Date	Item Cost (Monthly)
	(901) ADMINISTRATIVE													
	(902) PRELIMINARY ENGINEERING													
	(903) CONSTRUCTION ENGINEERING													
	(904) RIGHT-OF-WAY													
	(905) ROADWAY CONSTRUCTION													
100	PREP R.O.W.	STA	17.21	\$150.00	\$2,581.50	17.210	17.210	\$2,581.50	0.000	0	\$0.00	0.000	0	\$0.00
134	Backfill (TY B)	STA	17.21	\$100.00	\$1,721.00	17.210	17.210	\$1,721.00	0.000	0	\$0.00	0.000	0	\$0.00
247	FL BS (Rdwy Del)(TY D, GR 6, CL 4)	CY	892	\$43.25	\$38,579.00	892.000	892.000	\$38,579.00	0.000	0	\$0.00	0.000	0	\$0.00
310	ASPH MATRL (MC-30)	GAL	956	\$4.25	\$4,063.00	0.000	0	\$0.00	956.000	956.000	\$4,063.00	0.000	0	\$0.00
340	ASPH Concrete (TY D)	TON	392	\$69.00	\$27,048.00	0.000	0	\$0.00	392.000	392.000	\$27,048.00	0.000	0	\$0.00
500	Mobilization	LS	1	\$2,850.00	\$2,850.00	1.000	1.000	\$2,850.00	0.000	0	\$0.00	0.000	0	\$0.00
502	Barricades, Signs and Traffic Handling	MO	2	\$250.00	\$500.00	1.000	1.000	\$250.00	1.000	2.000	\$250.00	0.000	0	\$0.00
530	Turnouts (ASPH-CONC-PAV)(PBS-2)	SY	192	\$12.25	\$2,352.00	96.000	96.000	\$1,176.00	96.000	192.000	\$1,176.00	0.000	0	\$0.00
2500	EN-1 TREATED FLEX BASE	SY	5354	\$0.50	\$2,677.00	5354.000	5354.000	\$2,677.00	0.000	0	\$0.00	0.000	0	\$0.00
2500	EN-1 ROADBOND	GAL	30	\$88.20	\$2,646.00	30.000	30.000	\$2,646.00	0.000	0	\$0.00	0.000	0	\$0.00
5249	Temporary Sediment Control Fence	LF	100	\$1.85	\$185.00	0.000	0	\$0.00	100.000	100.000	\$185.00	0.000	0	\$0.00
5249	Temporary Sediment Control Fence (Remove)	LF	100	\$0.50	\$50.00	0.000	0	\$0.00	100.000	100.000	\$50.00	0.000	0	\$0.00
	(906) DRAINAGE													
530	Driveways (CONC.)(4')	SY	77	\$37.50	\$2,887.50	0.000	0	\$0.00	77.000	77.000	\$2,887.50	0.000	0	\$0.00
530	Driveways (ASPH-CONC-PAV)(PB-1)	SY	586	\$11.00	\$6,446.00	0.000	0	\$0.00	586.000	586.000	\$6,446.00	0.000	0	\$0.00
556	15" Corrugated ADS Pipe	LF	580	\$14.00	\$8,120.00	580.000	580.000	\$8,120.00	0.000	0	\$0.00	0.000	0	\$0.00
	CHANGE ORDER # 1													
530	Driveways (ASPH-CONC-PAV)(PB-1)	SY	110	\$11.00	\$1,210.00	0.000	0	\$0.00	110.000	110.000	\$1,210.00	0.000	0	\$0.00
556	15" Corrugated ADS Pipe	LF	80	\$14.00	\$1,120.00	0.000	0	\$0.00	80.000	80.000	\$1,120.00	0.000	0	\$0.00

Monthly Totals:	\$60,600.50	\$44,435.50	\$10,503.60
ADMINISTRATIVE (901)			
PRELIMINARY ENGINEERING (902)			
CONSTRUCTION ENGINEERING (903)			
RIGHT-OF-WAY (904)			
Roadway (905):	\$52,480.50	\$32,772.00	N/A
Drainage (906):	\$8,120.00	\$11,663.50	N/A

Total to Date  
 Roadway (905): \$85,252.50  
 Drainage (906): \$19,783.50  
 Total \$105,036.00

Prepared and Checked By:

Signature:



Date: 8/18/2009

Printed Name:

Jose A. Sanchez



Valley Paving, Inc Contractor Name  
04-06-2009 Starting Date  
08-03-2009 Project Ending Date  
10% Retainage Percent

Application No. 3  
 Application Date: 08-18-2009  
 Period To: 06-11-2009  
 Engineer Firm: TEDSI Infrastructure Group

Summary													
CSJ#	PROJECT NAME	Original Schedule Value	Revised Schedule Value	Payment Application No 1	Payment Application No 2	Payment Application No 3	Payment Application No 4	Total To Date	Balance To Finish	Retainage	Net	Payment To Date	Payment Due
2C-1080-245	El Monte	\$102,706.00	\$105,036.00	\$60,600.50	\$44,435.50			\$105,036.00	\$0.00	\$10,503.60	\$94,532.40	\$105,036.00	\$10,503.60

Prepared and Checked By:

Signature:

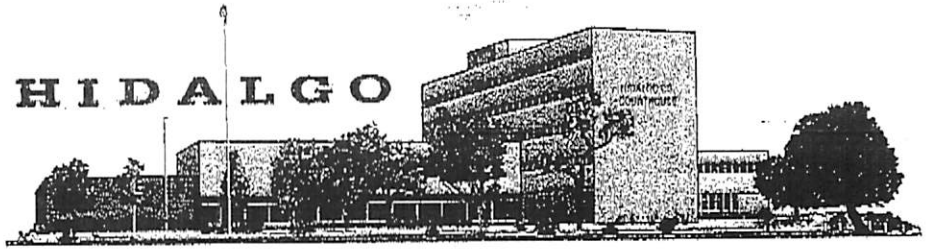
Printed Name:

Jose A. Sanchez

Date:

08-18-2009

COUNTY *of* HIDALGO



***SYLVIA S. HANDY***  
County Commissioner, Pct. 1  
1902 Joe Stephens Ave.  
Weslaco, TX 78596  
(956) 968-8733

August 13, 2009

Agapito Vargas, C.A.P. Director  
Hidalgo County Pct. # 2  
301 E. State St.  
Pharr, Texas 78577

Re: Punch list for C.A.P. El Monte Paving Project (2C1080245)

Dear Mr. Vargas:

The following items were addressed as per final inspection.

- 1) Due to 4 additional driveways installed by El Monte Subdivision residents, an additional 80' of corrugated pipe was added.**

If you have any question please do not hesitate to contact me at (956) 968-8733

Thank you,

A handwritten signature in cursive script that reads "John Paul Lugo".

John Paul Lugo  
C.A.P. Coordinator, Pct. 1

Cc: Mr. Jose Sanchez, P.E. TEDSI Infrastructure Group



**CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS**

**PROJECT:** ROAD AND DRAINAGE CONSTRUCTION FOR EL MONTE SUBDIVISION  
**OWNER:** HIDALGO COUNTY **PROJECT NO.** CAP-08-032-3-31  
**CONTRACTOR:** VALLEY PAVING, INC  
**ENGINEER:** TEDSI INFRASTRUCTURE GROUP

The Contractor, in accordance with the Contract Documents, and in consideration for the full and final payment to the Contractor for all services in connection with the project, does hereby waive and release any and all liens, or any and all claims to liens which the Contractor may have on or affecting the project as a result of its contract(s) for the Project or for performing labor and/or furnishing materials in any way connected with the construction of any aspect of the project. The Contractor further certifies and warrants that all subcontractors of labor and/or materials for the Project, except as listed below, have been paid in full for all labor and/or materials supplied to, for through or at the direct or indirect request of the Contractor prior to, through and including the date of this affidavit.

**EXCEPTIONS:** (If none, write "NONE". The Contractor shall furnish a bond acceptable to the Owner for each exception.)

**NONE**

**CONTRACTOR** VALLEY PAVING, INC

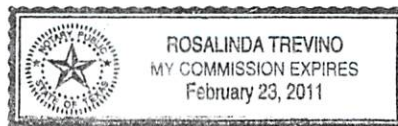
By 

Title President

Subscribed and sworn to before me this 13th day of August, 2009

Notary Public:   
Rosalinda Trevino

My Commission Expires: 2/23/2011



**CONTRACTOR'S AFFIDAVIT OF  
PAYMENTS OF DEBTS AND CLAIMS**

**PROJECT:** ROAD AND DRAINAGE CONSTRUCTION FOR EL MONTE SUBDIVISION  
**OWNER:** HIDALGO COUNTY **PROJECT NO.** CAP-08-032-3-31  
**CONTRACTOR:** VALLEY PAVING, INC  
**ENGINEER:** TEDSI INFRASTRUCTURE GROUP

The Contactor in accordance with the Contract Documents, hereby certifies that, except as listed below, all obligations for all materials and equipment furnished, for all work labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might in any way be held responsible have been paid in full or have otherwise been satisfied in full.

**EXCEPTIONS:** (If none, write "NONE". The Contractor shall furnish a bond acceptable to the Owner for each exception.)


**NONE**

**CONTRACTOR** VALLEY PAVING, INC

By 

Title President

Subscribed and sworn to before me this 13th day of August, 2009

Notary Public:   
Rosalinda Trevino

My Commission Expires: 2/23/2011





# TEDSI INFRASTRUCTURE GROUP

**TEDSI**

**Consulting Engineers**

1201 East Expressway 83 ♦ Mission, Texas 78572

Tel: (956) 424-7898

Fax: (956) 424-7022

## Letter of Transmittal

**TO:**  
Ms Marcie G. Jackson  
Administrative Assistant  
301 E State  
Pharr TX 78589

**DATE:**  
August 18, 2009

**REFERENCE:**  
Pct 1 Round 2 - Retainage Release Documents

**TEDSI PROJECT NO:**  
2008-1024-01

**TRANSMITTED:**

- |  |   |  |
|--|---|--|
| <input checked="" type="checkbox"/> For Your Use | <input type="checkbox"/> Please comment | <input type="checkbox"/> Approved as Noted |
| <input type="checkbox"/> As Requested            | <input type="checkbox"/> Reply ASAP     | <input type="checkbox"/> As Noted Below    |

**DATE:**

- VIA:**
- |   |                                     |                          |
|---|-------------------------------------|--------------------------|
| <input checked="" type="checkbox"/> US Mail | <input type="checkbox"/> Courier    | <input type="checkbox"/> |
| <input type="checkbox"/> E-Mail             | <input type="checkbox"/> Hand Carry |                          |

COPIES	DESCRIPTION
1	Retainage Release for Dimas 1
1	Retainage Release for El Monte

**REMARKS**

Signed: \_\_\_\_\_



**CHANGE ORDER #1**

PROJECT: "ROAD & DRAINAGE CONSTRUCTION FOR EL MONTE SUBDIVISION"

DATE OF ISSUANCE: \_\_\_\_\_ EFFECTIVE DATE: \_\_\_\_\_

OWNER: HIDALGO COUNTY PRECINCT No. 1

OWNER's Contract No.: CAP-08-032-03-31

CONTRACTOR: VALLEY PAVING, INC ENGINEER: TEDSI INFRASTRUCTURE GROUP

You are directed to make the following changes in the Contract Documents.

- Description:
1. Modified quantities for Items 530 and 556
  - 2.
  - 3.
  - 4.
  - 5.
  - 6.

- Reason for Change Order:
1. Residents installed additional driveways after survey-plans were completed
  - 2.
  - 3.
  - 4.
  - 5.
  - 6.

Attachments: Change Order No 1 Tabulation, El Monte Subdivision Schedule

Change in Contract Price:		CHANGE IN CONTRACT TIME:	
Original Contract Price \$ <u>102,706.00</u>		Original Contract Time for Substantial Completion: _____ <u>120</u> <small>calendar days or dates</small>	
Net Changes from previous Change Order \$ _____		Net change from previous Change Orders _____ <u>0</u> <small>calendar days</small>	
Contract Price prior to this Change Order \$ <u>102,706.00</u>		Contract Time prior to this Change Order Substantial Completion: _____ <u>120</u> <small>calendar days or dates</small>	
Net Increase (decrease) of this Change Order \$ <u>2,330.00</u>		Net Increase (decrease) of this Change Order _____ <u>_____</u> <small>calendar days</small>	
Contract Price with all approved Change Orders \$ <u>105,036.00</u>	Net % increase (decrease) from original contract price. <u>2.27</u> %	Contract Time with all approved Change Orders Substantial Completion: _____ <u>120</u> <small>calendar days or dates</small>	

**RECOMMENDED:**  
By: [Signature]  
Engineer (Authorized Signature)

**APPROVED:**  
By: [Signature]  
Owner (Authorized Signature)

**ACCEPTED:**  
By: [Signature]  
Contractor (Authorized Signature)

Date: 04/28/2009

Date: 5/14/09

Date: 04/28/09

CHANGE ORDER NO. 1 TABULATION  
HIDALGO COUNTY PRECINCT NO. 1  
EL MONTE SUBDIVISION  
BID NUMBER: CAP-08-032-03-31

Item Number	Original Plan Quantity	Change Order #1 Quantities	Unit	Item Description	Unit Price	Revised Unit Price	Original Contract Cost	Change in Contract Cost of C.O.#1	Revised Contract Cost after C.O.#1
<b>(905) ROADWAY</b>									
100	17.21		STA	PREP R.O.W.	\$150.00	\$2,581.50	\$ 2,581.50	0.00	2,581.50
134	17.21		STA	Backfill (TY B)	\$100.00	\$1,721.00	\$ 1,721.00	0.00	1,721.00
247	892		CY	FL BS (Rdwy Del)(TY D, GR 6, CL 4)	\$43.25	\$38,579.00	\$ 38,579.00	0.00	38,579.00
310	956		GAL	ASPH MATRL (MC-30)	\$4.25	\$4,063.00	\$ 4,063.00	0.00	4,063.00
340	392		TON	ASPH Concrete (TY D)	\$69.00	\$27,048.00	\$ 27,048.00	0.00	27,048.00
500	1		LS	Mobilization	\$2,850.00	\$2,850.00	\$ 2,850.00	0.00	2,850.00
502	2		MO	Barricades, Signs and Traffic Handling	\$250.00	\$500.00	\$ 500.00	0.00	500.00
530	192		SY	Turnouts (ASPH-CONC-PAV)(PBS-2)	\$12.25	\$2,352.00	\$ 2,352.00	0.00	2,352.00
2500	5354		SY	EN-1 TREATED FLEX BASE	\$0.50	\$2,677.00	\$ 2,677.00	0.00	2,677.00
2500	30		GAL	EN-1 ROADBOND	\$88.20	\$2,646.00	\$ 2,646.00	0.00	2,646.00
5249	100		LF	Temporary Sediment Control Fence	\$1.85	\$185.00	\$ 185.00	0.00	185.00
5249	100		LF	Temporary Sediment Control Fence (Remove)	\$0.50	\$50.00	\$ 50.00	0.00	50.00
<b>Total Roadway :</b>							\$ 85,252.50	\$ -	\$ 85,252.50
<b>(906) DRAINAGE</b>									
530	77		SY	Driveways (CONC.)(4")	\$37.50	\$2,887.50	\$ 2,887.50	0.00	2,887.50
530	586	110	SY	Driveways (ASPH-CONC-PAV)(PB-1)	\$11.00	\$6,446.00	\$ 6,446.00	1,210.00	7,656.00
556	580	80	LF	15" Corrugated ADS Pipe	\$14.00	\$8,120.00	\$ 8,120.00	1,120.00	9,240.00
<b>Total Drainage :</b>							\$ 17,453.50	\$ 2,330.00	\$ 19,783.50
<b>TOTAL BASE AMOUNTS:</b>							\$ 102,706.00	\$ 2,330.00	\$ 105,036.00



# Texas Department of Transportation

PO BOX 1717 • PHARR TEXAS 78577-1717 • (956) 702-6100

July 6, 2009

Mr. Agapito Vargas, Director  
Hidalgo County Border Colonia Access Program  
301 East State Street  
Pharr, Texas 78577

Dear Mr. Vargas:

TxDOT has completed a final inspection of the following Hidalgo County Border Colonia Access Program second-call projects:

- o Dimas #1 Subdivision, 2C1080865
- o El Monte Subdivision, 2C1080245

The inspections confirmed that work has been completed according to plans on record with TxDOT, drainage is in place, and the projects looked good. There were no exceptions for these projects, and I have all required documentation for them on file.

Sincerely,

Sharon Slagle  
Pharr Border Colonia Access Program  
Manager

THE TEXAS PLAN

REDUCE CONGESTION • ENHANCE SAFETY • EXPAND ECONOMIC OPPORTUNITY • IMPROVE AIR QUALITY  
INCREASE THE VALUE OF OUR TRANSPORTATION ASSETS

An Equal Opportunity Employer



Border Colonia Access Program  
Checklist for Documents Required for Road Construction

Contractor: Valley Daving, Inc.  
 Contract Amount: \$102,706.00  
 Project/Precinct: El Monte / Pct. # 1  
 Owner's Contract No.: CAP-08-032-03-31

Item	Required Documents	Submitted & Reviewed	Approved	Comments:
	<b>INITIATION OF PROJECT:</b>			
1	Approval to Bid (Purchasing)			
2	Contract - Signed and Excuted			
3	Gen. Liability Insurance - (Expiration Date)			
4	Automobile Liab. Insurance - (Expiration Date)			
5	Worker's Comp. & Empl. Liab. (Expiration Date)			
6	Notice to Proceed			
7	Material Sample & Testing Table Sent to Auditor's Office			
	<b>PAYMENT REQUESTS, INCLUDING FINAL:</b>			
8	Application and Cerification of Payment (A)	✓	✓	
9	Schedule of Values a/k/a 1257/1258	✓	✓	
10	Estimate Quantity Update Worksheet	✓	✓	
11	List of Suppliers and Sub-contractors			
12	Partial Waiver of Liens (Sub-contractors/suppliers)			
13	TxDot Form 252 Contract Time Statement			
14	Payroll Report w/signed Wage Form			
15	Change Order (Requires TxDot Concurrence)	✓	✓	
	<b>RETAINAGE PAYMENT:</b> - Final request and request for retainage must be billed separately and approved by C.C.			
16	Punch List	✓	✓	
17	Certificate of Construction Completion	✓	✓	
18	Approval by Commisisoner's Court			
19	Contractor's Affidavit of Release (Waiver) of Liens (with power of attorney)(B)	✓	✓	
20	Affidavit of Payment of Debts & Claims-lien bond & indemnity bonds(w/power of attorney)(B)	✓	✓	
21	Consent of Surety to Final Payment(with power of attorney)(B)			
22	Final Blue Prints			

AI-17124

23.G.4.

**BCAP Certificate of Construction Completion Dimas No. 1 Subdivision Pct. No. 1**

**CC REGULAR**

**Date:** 09/01/2009

**Submitted By:** Marcie Jackson, COLONIA ACCESS PROGRAM

**Submitted For:** Agapito Vargas

**Department:** COLONIA ACCESS PROGRAM

**Agenda Category:** Purchasing Department

**Purchasing only:** CAP Pct.1

**Information**

**CAPTION**

Requesting approval of "Certificate of Construction Completion" submitted by project engineer TEDSI Infrastructure Group reflecting the completion date of July 6, 2009 for Dimas No 1 Subdivision CAP 08-033-3-31.

**BACKGROUND**

**Fiscal Impact**

**FISCAL YEAR:** 2009

**ACCT. #:** 9-1311-206-00-000-019-0-000

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

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Available Balance as of 8-27-09 \$15,522.73 for Retainage Payable-Valley Paving, Inc. in relation to Pct. 1-Dimas #1 Subdivision

**Attachments**

Link: Certificate of Const. Completion-Dimas #1

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Yvette Islas	Yvette Islas	08/25/2009 11:46 AM	APRV
2	Purchasing Department	Marty Salazar	08/27/2009 12:55 PM	APRV
3	Budget & Management	Erika Zamora	08/27/2009 02:30 PM	APRV
4	Ivan Cantu	Ivan Cantu	08/27/2009 02:46 PM	APRV
5	Auditor's Office		08/28/2009 06:08 PM	NEW

Form Started By: Marcie Jackson

Started On: 08/24/2009 04:24 PM

Final Approval Date: 08/28/2009

## CERTIFICATE OF CONSTRUCTION COMPETION

THIS IS TO CERTIFY THAT ON 6 DAY OF JULY 2009 A FINAL INSPECTION was made of the project herein described.

### CONTRACT

CONTRACT DATE: 02-03-2009

OWNER: HIDALGO COUNTY

CONSTRUCTION CONTRACTOR: VALLEY PAVING, INC  
OF THE CITY OF MISSION STATE OF TEXAS

### PROJECT DESCRIPTION

CONSTRUCTION OF: ROAD AND DRAINAGE CONSTRUCTION FOR DIMAS 1 SUBDIVISION

CONTRACT NO: CAP-08-033-03-31

Located in or near the City/Precinct of Hidalgo County Pct 1

### THIS IS TO CERTIFY"

1. That the 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 \$0.00, deducted from the final payment of the Contractor is a fair and equitable settlement for the foregoing except work.
3. That the contractor has presented a "Certificate of Release" starting 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 CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.

5. Amount of Original Contract	<u>\$58,230.30</u>
Present Amount of Contract	<u>\$50,191.25</u>
Total Amount of earned to Date	<u>\$50,191.25</u>
Less: previous payments	<u>\$45,172.12</u>
Balance	<u>\$ 5,019.13</u>
Authorized deductions	<u>\$0.00</u>
AMOUNTY OF FINAL PAYMENT	<u>\$ 5,019.13</u>

6. That the final payment in the amount of: \$5,019.13 is now due and payable.



\_\_\_\_\_  
Engineer's Signature

**CONCURRED BY:**

**CONCURRED BY:**

**VALLEY PAVING, INC**

Contractor's Name

By: 

Title: President

\_\_\_\_\_  
Hidalgo County Judge

**AI-17119**  
**BCAP Pct No. 1**  
**CC REGULAR**

**23.G.5.**

**Date:** 09/01/2009  
**Submitted By:** Yvette Islas, PURCHASING DEPT.  
**Submitted For:** Agapio Vargas  
**Department:** PURCHASING DEPT.  
**Agenda Category:** Purchasing Department

---

**Information**

**CAPTION**

Requesting authority to advertise for Road & Drainage Construction of Balli Estates Subdivision a BCAP project with plans and specifications drafted by project engineer, TEDSI Infrastructure Group.

**BACKGROUND**

---

**Fiscal Impact**

**FISCAL YEAR:** 2009                      **ACCT. #:** 9-1312-431-00-121-063-0-731/733  
**FUNDS AVAILABLE Y/N?:** Y              **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Object codes 731 & 733 have \$390,547.50 and \$0 available as of 8/28/09, respectively; Funding to be in place once WA's are initiated by project engineer for obj. 733.

---

**Attachments**

Link: [ai requ 17119](#)

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**Form Routing/Status**

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Purchasing Department	Marty Salazar	08/27/2009 12:53 PM	APRV
2	Budget & Management	Erika Zamora	08/27/2009 02:29 PM	APRV
3	Erika Zamora	Erika Zamora	08/28/2009 01:22 PM	APRV
4	Ivan Cantu	Ivan Cantu	08/28/2009 02:29 PM	APRV
5	Auditor's Office		08/28/2009 06:08 PM	NEW

Form Started By: Yvette Islas

Started On: 08/24/2009 02:41 PM

Final Approval Date: 08/28/2009

---

AI #  
17119

**Yvette Islas**

---


**From:** Agapito Vargas [agapito.vargas@co.hidalgo.tx.us]  
**Sent:** Monday, August 24, 2009 3:58 PM  
**To:** Yvette, Purchaser  
**Cc:** joseph.palacios@co.hidalgo.tx.us; John Paul Lugo; Marcie Jackson; katia.garcia@auditor.co.hidalgo.tx.us  
**Subject:** Agenda Item Authority to Advertise

Yvette, please place the following item on CC agenda for Tuesday 1<sup>st</sup> September 2009:  
Authority to advertise a Precinct 1 3<sup>rd</sup> Call BCAP project – Balli Estates CSJ: 3C1080063  
Project engineer: TEDSI Infrastructure Group  
Account numbers: 9-1312-431-00-121-063-0-731 & 733

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](mailto:agapito.vargas@co.hidalgo.tx.us)

 Please refrain from printing this email unless completely necessary. Go Green!

BCAP 3rd Call Pct. No.1

CC REGULAR

Date: 09/01/2009
Submitted By: Yvette Islas, PURCHASING DEPT.
Submitted For: Agapito Vargas
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

Authority to advertise for Road & Drainage Construction of BCAP 3rd call projects: Brenda Gay Subdivision and Chapa II Subdivision with plans and specifications drafted by project engineer.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1312-431-00-121-120-0-731/733
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Object codes 731 & 733 have \$69,226.50 and \$10,800.00 available as of 8/28/09, respectively.

FISCAL YEAR: 2009 ACCT. #: 9-1312-431-00-121-860-0-731/733
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Object codes 731 & 733 have \$181,286.00 and \$68,400.00 available as of 8/28/09, respectively.

Attachments

No file(s) attached.

Form Routing/Status

Table with 3 columns: Route Seq, Inbox, Approved By Date, Status. Contains routing history for 5 steps from Purchasing Department to Auditor's Office.

Form Started By: Yvette Islas

Started On: 08/25/2009 02:12 PM

Final Approval Date: 08/28/2009





AI-17116

23.H.1.

BCAP Invoice# 019393 & 019533 Raba-Kistner Pct. No. 2

CC REGULAR

**Date:** 09/01/2009

**Submitted By:** Marcie Jackson, COLONIA ACCESS PROGRAM

**Submitted For:** Agapito Vargas

**Department:** COLONIA ACCESS PROGRAM

**Agenda Category:** Purchasing Department

**Purchasing only:** CAP Pct.2

**Information**

**CAPTION**

Acceptance and approval of claims/invoices from Raba-Kistner totaling \$1,069.45 for material testing on Eldora Gardens Subdivision through contract #C-CAP-08-023-09-02 which required work authorization(s) and erroneously not requested.

**BACKGROUND**

Contract expired and did not have an extension. New contract was awarded (contract requires a work authorization) no work authorization was completed.

**Fiscal Impact**

**FISCAL YEAR:** 9

**ACCT. #:** 9-1311-431-00-122-252-0-339

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

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

available balance of \$1,534.25 as of 08/27/09.

**Attachments**

Link: Invoice# 019393 Eldora Gardens Subdivision

Link: Invoice # 019533 El Dora Gardens Subdivision

**Form Routing/Status**

Route	Seq	Inbox	Approved By	Date	Status
1		Yvette Islas	Yvette Islas	08/25/2009 11:46 AM	APRV
2		Purchasing Department	Marty Salazar	08/27/2009 01:17 PM	APRV
3		Budget & Management	Erika Zamora	08/27/2009 02:28 PM	APRV
4		Roland Garcia	Rolando Garcia	08/28/2009 05:20 PM	APRV

Form Started By: Marcie Jackson

Started On: 08/24/2009 10:09 AM

Final Approval Date: 08/28/2009

VISIT OUR WEBSITE AT:

www.rkci.com

# INVOICE

INVOICE #: 019393

Engineering \* Testing \* Environmental \* Facilities \* Infrastructure

**BILLING DATE :**  
6/17/2009

**PROJECT :**  
AMD0905200  
Hidalgo County Pct. No. 2 - Eldora  
**CLIENT :**  
A14055 Hidalgo County Precinct 2



**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

C-CAP-08-023-09-02

### INVOICE SUMMARY INFORMATION

Gardens - Border Colonia Access Program Contract No.  
C-Cap-08-018-08-26- San Juan, Hidalgo County, Texas  
Proposal #: PMD09-014-00

\*\*REVISED INVOICE 7/13/2009\*\*

FOR PROFESSIONAL SERVICES RENDERED THROUGH: 6/6/2009

SERVICE DATE	05/15/2009	174.20
SERVICE DATE	05/27/2009	213.25
SERVICE DATE	05/28/2009	82.40
<b>SUBTOTAL INVOICE</b>		<u>469.85</u>
<b>AMOUNT DUE THIS INVOICE **</b>		<u>469.85</u>

THIS IS AN INTERIM INVOICE UNLESS OTHERWISE NOTED

RK PROJECT MANAGER: DENNIS C. CHARKOW  
CLIENT PHONE: 956-787-1891

**DIRECT PAYMENT**  
9-1311-431-00-122-252-0-339 → \$469.85

### PROJECT BUDGET SUMMARY

Project Budget	\$	5,879.00
Prior Billings		1,064.40
<b>Total Available</b>	<b>\$</b>	<b>4,814.60</b>

### PROJECT ACCOUNTS RECEIVABLE SUMMARY

Amount Due This Invoice	\$	469.85
Total of Previous Invoices - Currently Unpaid		1,064.40
<b>Total Due And Payable</b>	<b>\$</b>	<b>1,534.25</b>

\* 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.**

AP 07-09

**BILLING DATE :**  
6/17/2009

**PROJECT :**  
AMD0905200      A14055  
Hidalgo County Pct. No. 2 - Eldora  
Hidalgo County Precinct 2

**SALARY / EXPENSE DETAILED BACKUP**

DESCRIPTION	REMARKS	QUANTITY	RATE	AMOUNT
<b>05/15/2009</b>				
CMT FIELD & LABORATORY TESTING				
FIELD NUCLEAR DENSITY TEST	M09-012181	4.00	d 17.750	d 71.00
VEHICLE TRAVEL CHARGE	M09-012181	1.00	f 20.000	d 20.00
TECH TIME-DENSITY TESTING	M09-012181	2.00	d 41.600	d 83.20
			<b>SUBTOTAL</b>	<b>174.20</b>
<b>05/27/2009</b>				
CMT FIELD & LABORATORY TESTING				
CONCRETE CYLINDER	M09-012351	5.00	d 13.000	d 65.00
VEHICLE TRAVEL CHARGE	M09-012351	1.00	d 20.000	d 20.00
TECH TIME-CONCRETE TESTING	M09-012351	2.50	d 41.600	d 104.00
AIR CONTENT	M09-012351	1.00	d 24.250	d 24.25
			<b>SUBTOTAL</b>	<b>213.25</b>
<b>05/28/2009</b>				
CMT FIELD & LABORATORY TESTING				
VEHICLE TRAVEL CHARGE	M09-012351	1.00	d 20.000	d 20.00
TECH TIME CASTING	M09-012351	1.50	f 41.600	d 62.40
PICK UP SPEC				
			<b>SUBTOTAL</b>	<b>82.40</b>
			<b>** TOTAL PROJECT AMD0905200</b>	<b>d 469.85</b>





**Raba-Kistner Consultants, Inc.**  
 800 E. Hackberry  
 McAllen, Texas 78501  
 (956) 682-5332 • FAX (956) 682-5487  
 www.rkci.com

# FIELD TEST REPORT

Soil/Base Material Nuclear Density Test

ATTN.: MR. ERALIO PALACIOS, H.C.PCNT. 2B-CAP COORD.  
 TO: HIDALGO COUNTY PRECINCT NO. 2  
 301 EAST STATE  
 PHARR, TEXAS 78577

PROJECT NO.: AMD09-052-00  
 DATE OF TEST: 05/15/2009  
 ASSIGNMENT NO.: M09-012181  
 REPORT VERSION: A  
 SHEET NUMBER: 1 of 1  
 TECHNICIAN: VICTOR SALINAS, III

PROJECT: Hidalgo County Pct. No. 2 - Eldora (Gardens-B.C.A.)  
 Prog. Cont. No. C-CAP-08-018-08-26, San Juan, Tx.)

TEST NO.	TEST LOCATION	SOIL TYPE	LIFT NO.	MOISTURE CONTENT (%)	DRY DENSITY (PCF)	PERCENT PROCTOR (%)	CONFORM
5	Near STA.: 1 + 50, About 10'E of Centerline	1	FINAL	11.2	120.0	100.2	Yes
6	Near STA.: 3 + 00, About 10'W of Centerline	1	FINAL	10.9	120.4	100.5	Yes
7	Near STA.: 6 + 00, About 5'E of Centerline	1	FINAL	11.6	119.7	99.9	Yes
8	Near STA.: 9 + 00, on Centerline	1	FINAL	11.4	119.9	100.1	Yes

CURVE ID.	SOIL TYPE	OPTIMUM MOISTURE (%)	MAX. DRY DENSITY (PCF)	REQUIRED MOISTURE (%)	REQUIRED DENSITY (%)	LAB TEST PROCEDURE
1	Light Brown Caliche w/Gravel (In-Place Flexible Base Material) (PI:9)	10.9	119.8	8.9-12.9	95	TEX-113-E

REFERENCE: Angelica Street; Flexible Base/Pavement Section

FIELD TEST PROCEDURE: ASTM D 6938

GAUGE NUMBER: 4

REMARKS: Lift information provided by contractor.

PERSON NOTIFIED: Mr. Paulino R. w/Hidalgo County Precinct No. 2

CONTRACTOR: Jimmy Clossner & Sons Const. Co., Inc.

NOTICE: Raba-Kistner Consultants, Inc. considers the data and information contained in this report to be proprietary. This information is intended only for the use of the recipient(s) named herein. Test results presented herein relate only to those items tested. This document any information contained herein shall not be disclosed and shall not be duplicated or used in whole or in part for any purpose other than to validate test results without written approval from Raba-Kistner Consultants, Inc.

COPIES TO: Above (1)

- R. Gutierrez Engineering Corporation (1)
- Hidalgo County Precinct No. 2 (1)
- Jimmy Clossner & Sons Construction Comp., Inc. (1)

**RABA-KISTNER CONSULTANTS, INC.**

BY: Marta Vila, P.E.

Updated By: MM5/21/09 9:46 am





**Raba-Kistner Consultants, Inc.**  
 800 E. Hackberry  
 McAllen, Texas 78501  
 (956) 682-5332 • FAX (956) 682-5487  
 www.rkci.com

# LABORATORY TEST REPORT

## Compressive Strength Test

ATTN.: MR. ERALIO PALACIOS, H.C.PCNT. 2B-CAP COORD.  
 TO: HIDALGO COUNTY PRECINCT NO. 2  
 301 EAST STATE  
 PHARR, TEXAS 78577

PROJECT NO.: AMD09-052-00  
 CAST DATE: 05/27/2009  
 ASSIGNMENT NO.: M09-012351  
 REPORT VERSION: A  
 TECHNICIAN: XAVIER R. SAENZ

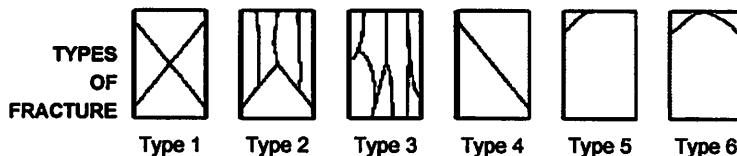
PROJECT: Hidalgo County Pct. No. 2 - Eldora (Gardens-B.C.A. Prog. Cont. No. C-CAP-08-018-08-26, San Juan, Tx.)

SAMPLE LOCATION: Concrete Driveway Located at Physical Address 2903 Angelica Street

SET INDEX:	Set 1 of 1						
SUPPLIER:	Alamo Concrete	BATCH TIME:	10:41 a.m.	AIR CONTENT (%):	3.6		
TRUCK NO:	7245	SAMPLE TIME:	12:04 p.m.	UNIT WEIGHT (pcf):	ND		
TICKET NO:	1168	CONCRETE TEMP. (°F):	90	FIELD CURED (day):	1		
SAMPLED AT (cu yds):	10	AMBIENT TEMP. (°F):	90	SAMPLE TYPE:	Cylinder		
DESIGN STR.(psi):	3,000	SLUMP (in.):	4.75	SAMPLE SIZE(in.):	4 x 8		
PRODUCT NO.:	213031700						

SPECIMEN NUMBER	DATE OF TEST	AGE (days)	LOAD (lbs)	AREA (in. <sup>2</sup> )	STRENGTH (psi)	PERCENT OF DESIGN	FRACTURE TYPE
9	06/03/2009	7	33,790	12.57	2,690	90	Type 3
10	06/03/2009	7	37,110	12.57	2,950	98	Type 3
11	06/24/2009	28	55,985	12.57	4,450	148	Type 3
12	06/24/2009	28	55,445	12.57	4,410	147	Type 3
13	06/24/2009	28	57,215	12.57	4,550	152	Type 3

NOTE: Some information on this test report provided by others. Testing and reporting was conducted in general accordance with the following applicable A.S.T.M. references: C31, C39, C109, C138, C143, C172, C173, C231, C495, C1019, and C1064.



REMARKS: Mr. Joe Ybarra w/Jimmy Closner & Sons Construction Company, Inc., was verbally notified of field test results. ND-Not Determined; NP-Not Provided; NA-Not Applicable.

NOTICE: Raba-Kistner Consultants, Inc. considers the data and information contained in this report to be proprietary. This information is intended only for the use of the recipient(s) named herein. Test results presented herein relate only to those items tested. This document any information contained herein shall not be disclosed and shall not be duplicated or used in whole or in part for any purpose other than to validate test results without written approval from Raba-Kistner Consultants, Inc.

COPIES TO: Above (1)

R. Gutierrez Engineering Corporation(1)  
 Hidalgo County Precinct No. 2(1)  
 Jimmy Closner & Sons Construction Comp., Inc.(1)

**RABA-KISTNER CONSULTANTS, INC**

BY: *Marta Vila PE*

Updated By: MMR 6/24/09 11:29 am

**BILLING DATE :**  
7/28/2009

**PROJECT :**  
AMD0905200  
Hidalgo County Pct. No. 2 - Eldora

**CLIENT :**  
A14055 Hidalgo County Precinct 2



**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

*C-CAP-08-023-09-02*

**INVOICE SUMMARY INFORMATION**

Gardens - Border Colonia Access Program Contract No.  
C-Cap-08-018-08-26- San Juan, Hidalgo County, Texas  
Proposal #: PMD09-014-00

**FOR PROFESSIONAL SERVICES RENDERED THROUGH: 7/11/2009**

SERVICE DATE	06/02/2009	337.75
SERVICE DATE	06/26/2009	189.85
SERVICE DATE	06/27/2009	72.00
<b>SUBTOTAL INVOICE</b>		<u>599.60</u>
<b>AMOUNT DUE THIS INVOICE **</b>		<u>599.60</u>

*Handwritten initials and signature*

**THIS IS AN INTERIM INVOICE UNLESS OTHERWISE NOTED**

RK PROJECT MANAGER: DENNIS C. CHARKOW  
CLIENT PHONE: 956-787-1891

PROJECT BUDGET SUMMARY	
Project Budget	\$ 5,879.00
Prior Billings	1,534.25
Total Available	\$ 4,344.75

**DIRECT PAYMENT**  
**9-1311-431-00-122-252-0-339 → \$599.60**

PROJECT ACCOUNTS RECEIVABLE SUMMARY	
Amount Due This Invoice	\$ 599.60
Total of Previous Invoices - Currently Unpaid	1,534.25
Total Due And Payable	\$ 2,133.85

INVOICE RECEIVED BY: *Marcus Fisher* ON *8/25/09*  
GOODS/SERVICES RECEIVED BY: *Marcus Fisher* ON *8/25/09*

Supplies (cont'd)

STATE OF CALIFORNIA

THURSDAY      STATE      FORWARD      RECEIVED      BALANCE

00.00	000.00	000			
00.00	000.00	000			
00.00	000.00	000			

STATE OF CALIFORNIA  
 DEPARTMENT OF GENERAL SERVICES  
 1400 STREET 45  
 SACRAMENTO, CALIFORNIA 95833  
 (916) 227-3000

STATE OF CALIFORNIA  
 DEPARTMENT OF GENERAL SERVICES  
 1400 STREET 45  
 SACRAMENTO, CALIFORNIA 95833  
 (916) 227-3000



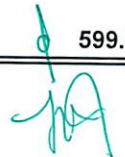
**BILLING DATE :**  
7/28/2009

**PROJECT :**  
AMD0905200      A14055  
Hidalgo County Pct. No. 2 - Eldora  
Hidalgo County Precinct 2

**INVOICE # :**019533

**SALARY / EXPENSE DETAILED BACKUP**

DESCRIPTION	REMARKS	QUANTITY	RATE	AMOUNT
06/02/2009				
CMT FIELD & LABORATORY TESTING				
EXTRAC-BIT CONT-GRAD	M09-012446	1.00	239.500	239.50
MAX THEOR SP GRAVITY	M09-012446	1.00	98.250	98.25
<b>SUBTOTAL</b>				<b>337.75</b>
06/26/2009				
CMT FIELD & LABORATORY TESTING				
CONCRETE CYLINDER	M09-012865	4.00	13.000	52.00
VEHICLE TRAVEL	M09-012865	1.00	20.000	20.00
CHARGE				
TECH TIME-CONCRETE TESTING	M09-012865	2.25	41.600	93.60
AIR CONTENT	M09-012865	1.00	24.250	24.25
<b>SUBTOTAL</b>				<b>189.85</b>
06/27/2009				
CMT FIELD & LABORATORY TESTING				
VEHICLE TRAVEL	M09-012865	1.00	20.000	20.00
CHARGE				
TECH TIME CASTING	M09-012865	1.25	41.600	52.00
PICK UP SPEC				
<b>SUBTOTAL</b>				<b>72.00</b>
<b>** TOTAL PROJECT AMD0905200</b>				<b>599.60</b>



AI-17152

23.H.2.

**Application for Payment (Release of Retainage) and Certificate of Construction Completion Red Barn Subdivision Pct. No. 2  
CC REGULAR**

**Date:** 09/01/2009

**Submitted By:** Marcie Jackson, COLONIA ACCESS PROGRAM

**Submitted For:** Agapito Vargas

**Department:** COLONIA ACCESS PROGRAM

**Agenda Category:** Purchasing Department

**Purchasing only:** CAP Pct.2

**Information**

**CAPTION**

a. Acceptance and approval of Application for Payment (Release of Retainage) in the amount of \$1,513.95 from Homer Alvarez d/b/a Alvarez Construction in connection with Red Barn Subdivision project, as submitted by R. Gutierrez Engineering Corporation-C-CAP-09-002-04-21;

b. Requesting approval of "Certificate of Construction Completion" submitted by project R. Gutierrez Engineering Corporation reflecting the completion date of June 12, 2009 for Red Barn Subdivision-C-CAP-09-002-04-21.

**BACKGROUND**

**Fiscal Impact**

**FISCAL YEAR:** 9

**ACCT. #:** 9-1311-206-00-000-020-0-000

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

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

A. Amount available in retainage account is \$1,448.95, plus \$65.00{retainage from Final Pymt, AI-17151 CC 09/01/09} = \$1,513.95

B. Amount owed is {Final Pymt \$585.00 + Retainage \$1,513.95} = \$2,098.95

**Attachments**

Link: Application for Payment (Release of Retainage) Red Barn

Link: Certificate of Construction Completion Red Barn

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/27/2009 01:05 PM	APRV
2	Budget & Management	Erika Zamora	08/27/2009 02:35 PM	APRV
3	Roland Garcia	Rolando Garcia	08/28/2009 03:04 PM	APRV
4	Auditor's Office		08/28/2009 06:08 PM	NEW
Form Started By: Marcie Jackson			Started On: 08/26/2009 09:31 AM	



**APPLICATION FOR RETAINAGE**

To: HIDALGO COUNTY PRECINCT NO. 2 (OWNER)  
 From: Alvarez Construction (CONTRACTOR)  
 Contract: C-CAP-09-002-04-21  
 Project: Red Bam  
 OWNER's Contract No. C-CAP-09-002-04-21 ENGINEER's Project No. ENG05.012R  
 For Work accomplished through the date of: 22-May-2009

1. Original Contract Price:	\$ <u>14,489.50</u>
2. Net change by Change Orders and Written Agreements (+ or -):	\$ <u>650.00</u>
3. Current Contract Price (1 plus 2):	\$ <u>15,139.50</u>
4. Total completed and stored to date:	\$ <u>15,139.50</u>
5. Retainage (per Agreement):	
<u>0%</u> of completed Work:	\$ <u>-</u>
<u>10%</u> of stored material:	\$ <u>-</u>
Total Retainage:	\$ <u>-</u>
6. Total completed and stored to date less retainage (4 minus 5):	\$ <u>15,139.50</u>
7. Less previous Application for Payments:	\$ <u>(13,625.55)</u>
8. Balance to Finish:	\$ <u>-</u>
9. AMOUNT DUE THIS APPLICATION (6 MINUS 7):	\$ <u>1,513.95</u>

**REQ# 153729 P.O.# 621616**  
**9-1311-206-00-000-020-0-000→\$1,513.95**

Accompanying Documentation:

**CONTRACTOR'S Certification:**

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through RETAINAGE inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated 5-Jun-09

Alvarez Construction  
 CONTRACTOR

By: *Homero Alz*

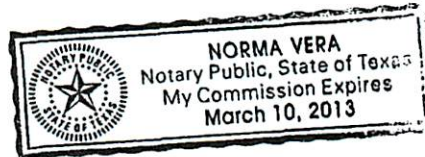
State of Texas

County of Hidalgo

Subscribed and sworn to before me this 20<sup>th</sup>  
 day of July

*Norma Vera*

Notary Public  
 My Commission expires: March 10, 2013



Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 5-Jun-09

R. GUTIERREZ ENGINEERING CORPORATION  
 ENGINEER

By: *San Juan P.E. 7/24/09*

Schedule of Values

Contractor Name: Alvarez Construction  
 Starting Date: 7-May-2009  
 Project Ending Date: 22-May-2009  
 Retainage Percent: 10%

Application: RETAINAGE  
 Application Date: 5-Jun-2009  
 Period To: 22-May-2009  
 Engineer Firm: R. Gutierrez Eng. Corp.

Summary

Contract Number	Description	Original Schedule Value	C.O. #1 Schedule Value	Application #1	Retainage for App #1	Payment for Application #1	Final Application	Retainage for Final App	Payment for Final Application	Total Completed to Date	Retainage to Date	Total Completed Less Retainage	Previous Payments	Balance To Finish
C-CAP-09-002-04-21	Red Barn	\$ 14,489.50	\$ 15,139.50	\$ 14,489.50	\$ 1,448.95	\$ 13,040.55	\$ 650.00	\$ 65.00	\$ 585.00	\$ 15,139.50	\$ 1,513.95	\$ 13,625.55	\$ 13,625.55	\$ -
TOTALS:		\$ 14,489.50	\$ 15,139.50	\$ 14,489.50	\$ 1,448.95	\$ 13,040.55	\$ 650.00	\$ 65.00	\$ 585.00	\$ 15,139.50	\$ 1,513.95	\$ 13,625.55	\$ 13,625.55	\$ -



Quantity Worksheet

Alvarez Construction  
 7-May-2009  
 27-May-2009  
 Red Barn

Application: FINAL PMT  
 Application Date: 15-Jul-2009  
 Period To: 27-May-2009  
 Engineer's / County Project No.: ENG05.012R

Unit	Original Schedule Value			Change Order #1 Revised Schedule Value			Application #1			Final Application			Balance To Finish		
	Original Rates	Quan	Dollars	Revised Rates	Quan	Dollars	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Total to Date	Quan	Dollars
LF	\$ 28.00	79.00	\$ 2,212.00	\$ 28.00	79.00	\$ 2,212.00	79.00	79.00	\$ 2,212.00		79.00	\$ -	\$ 2,212.00	0.00	\$ -
LF	\$ 7.50	1,637.00	\$ 12,277.50	\$ 7.50	1,637.00	\$ 12,277.50	1,637.00	1,637.00	\$ 12,277.50		1,637.00	\$ -	\$ 12,277.50	0.00	\$ -
SY	\$ -	0.00	\$ -	\$ 20.00	32.50	\$ 650.00	-	-	\$ -	32.50	32.50	\$ 650.00	\$ 650.00	0.00	\$ -
			\$ 14,489.50			\$ 15,139.50			\$ 14,489.50			\$ 650.00			\$ -

Printed Name:

Javier Gutierrez

Date:

15-Jul-2009

Signature:



**AFFIDAVIT AND WAIVER OF LIEN  
PRIME CONTRACTOR**

STATE OF TEXAS

COUNTY OF HIDALGO

Personally appeared before me, the undersigned Notary Public for Homero Alvarez, Owner of Alvarez Construction, who being duly sworn by me states on oath that all product suppliers and Subcontractors, payrolls, sales tax, privilege tax or license, old age benefits tax, state and federal unemployment insurance, and other liabilities incurred in the performance of Road & Drainage Construction of Red Barn Sub. Contract for the Construction of Concrete Curb & Gutter, Concrete Valley Gutter & Concrete Driveway, Have been paid in full and that the above named Prime Contractor Waives any claims and released Hidalgo County (Owner) from any rights or claims (including lien rights) for debts due and owing by virtue of the furnishing of any labor, products, and supplies furnished for such improvements.

The above name Prime Contractor agrees to indemnify Hidalgo County and save them harmless on account of any loss he/she may sustain in reliance upon the Affidavit and Waiver of Lien including the amount of any lien he/she may be compelled to pay all costs relating thereto and a reasonable attorney's fee.

Alvarez Construction

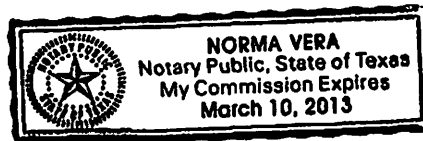
By: *Homero Alvarez*  
Homero Alvarez

Title: Owner

Date: July 7, 2009

Sworn to and subscribed before me  
this the 7<sup>th</sup> day of July, 2009.

*Norma Vera*  
Notary Public



My Commission Expires: March 10, 2013

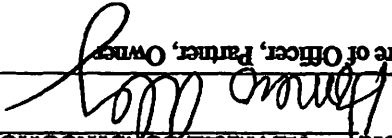
**FINAL WAIVER AND RELEASE OF LIENS  
AFFIDAVIT OF BILLS PAID AND INDEMNIFICATION**

This Final Waiver and Release of Liens, Affidavit of Bills Paid and Indemnification ("Waiver, Affidavit and Indemnification") is made in accordance with the provisions of that certain agreement entered into by and between the undersigned Alvarez Construction ("Contractor"), dated April 21<sup>st</sup> 2009 including any and all modifications and amendments thereto ("Agreement") in connection with the construction at improvements at San Juan, County of HIDALGO State of TEXAS, ("Site") for the RED BARN SUBDIVISION ("Project") owned by HIDALGO COUNTY PRECINCT NO. 2. In consideration of payments made heretofore, or to be made, by Owner to Contractor, the sufficiency of which is hereby acknowledged and agreed, for labor, materials and services furnished by Contractor in performance of the Agreement, Contractor hereby unconditionally agrees to the following:

- 1) Contractor hereby waives, relinquishes and releases any and all liens, right of lien, claims, rights or charges of any nature whatsoever, that may have arisen or may arise in the future by virtue of all labor, materials and services performed and supplied by Contractor or its Subcontractors on the Project in connection with the Agreement, including any and all mechanic's or materialmen's liens, which it may have or claim against the Owner, the Site or the Project and any and all structures, buildings, and other improvements located thereon arising under any law of the state where the Site is situated.
- 2) Contractor certifies and warrants that all payments for labor, materials and services performed and supplied to the Project have been made to:  
(A) All of its Subcontractors of every tier including:  
Magic Valley Concrete, LLC  
and:  
(B) For all labor, materials and services performed, used and supplied in, to and in connections with Subcontractor's Work on the Project.
- 3) CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND HOLD OWNER, THEIR AGENTS, EMPLOYERS, DIRECTORS, OFFICERS, SUCCESSORS AND ASSIGNS HARMLESS FROM AND AGAINST ANY AND ALL LOSS, COST AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, COURT COSTS, OR OTHER DISPUTE RESOLUTION COSTS, ON ACCOUNT OF LIENS, CLAIMS OF LIEN, ENCUMBRANCE, DEBT, OR OBLIGATIONS ASSERTED BY ANY PERSON WHATSOEVER IN CONNECTION WITH CONTRACTOR FOR ANY LABOR PERFORMED OR MATERIALS SUPPLIED BY OR THROUGH SUBCONTRACTOR TO THE PROJECT OR IN ANY OTHER WAY ARISING OUT OF THE PROJECT.

EXECUTED THIS 7<sup>TH</sup> day of JULY, 2009

CONTRACTOR: ALVAREZ CONSTRUCTION

By:  Signature of Officer, Partner, Owner

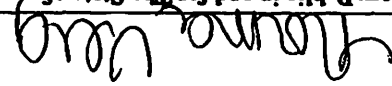
Printed Name: Homero Alvarez  
Title: Owner

STATE OF TEXAS  
COUNTY OF HIDALGO

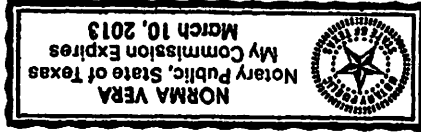
On this 7<sup>th</sup> day of July, 2009, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the individual who signed the foregoing Final Waiver and Release of Liens, Affidavit of Bills Paid and Indemnification, being personally known to me, and acknowledge that he executed the foregoing instrument for the uses, purposes, and consideration therein expressed, and that the execution of the instrument was the free and voluntary act and deed of the CONTRACTOR named

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 7<sup>th</sup> day of July, 2009

Notary Public in and for The State of Texas



My Commission Expires: March 10, 2013





# R. Gutierrez Engineering Corporation

# Transmittal Form

130 E. Park Ave. - Pharr, Texas 78577

Telephone: 956-782-2557

Fax: 956-782-2558

TO: AGAPITO VARGAS  
c/o MARCIE JACKSON  
HIDALGO COUNTY PCT 2  
BCAP OFFICE

FROM: JAVIER GUTIERREZ

SUBJECT: RED BARN FINAL PMT + RETAINAGE

PROJECT NO.: ENG 05.012R

DATE: 7-23-2009

WE ARE SENDING YOU	<input type="checkbox"/> ATTACHED	<input type="checkbox"/> UNDER SEPARATE COVER VIA	<input checked="" type="checkbox"/> Hand Delivery	THE FOLLOWING ITEMS:
<input type="checkbox"/> BLUEPRINTS	<input type="checkbox"/> PLANS	<input type="checkbox"/> SHOP DRAWINGS	<input type="checkbox"/> CD	
<input type="checkbox"/> CHANGE ORDER	<input type="checkbox"/> SAMPLES	<input type="checkbox"/> PAYMENT REQUEST	<input type="checkbox"/> OTHER	
<input type="checkbox"/> BID TABULATION	<input type="checkbox"/> CONTRACT DOCUMENTS	<input type="checkbox"/> RECORD DRAWINGS	<input type="checkbox"/> 3 1/2" DISKETTE	

QUANTITY / SETS	DATED	ITEM DESCRIPTION
1		FINAL APPLICATION FOR PAYMENT
2		SCHEDULE OF VALUES (FINAL + RETAINAGE)
1		QUANTITY WORKSHEET
1		APPLICATION FOR RETAINAGE
1		CONTRACT TIME STATEMENT
1		CERTIFICATE OF CONSTRUCTION COMPLETION
1		SUBCONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS
1		CONTRACTOR'S AFFIDAVIT OF <del>PROGRESS</del> PAYMENTS
1		PAYROLL + STATEMENT OF COMPLIANCE

THESE ARE TRANSMITTED AS CHECKED BELOW:

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> FOR BIDS DUE           | <input type="checkbox"/> APPROVED AS NOTED      | <input checked="" type="checkbox"/> FOR YOUR RECORDS         |
| <input type="checkbox"/> FOR APPROVAL           | <input type="checkbox"/> APPROVED AS SUBMITTED  | <input checked="" type="checkbox"/> FOR YOUR ACKNOWLEDGEMENT |
| <input type="checkbox"/> FOR YOUR USE           | <input type="checkbox"/> RETURN FOR CORRECTIONS | <input type="checkbox"/> RESUBMIT FOR APPROVAL               |
| <input type="checkbox"/> AS REQUESTED           | <input type="checkbox"/> FOR FURTHER PROCESSING | <input type="checkbox"/> ON LOAN                             |
| <input type="checkbox"/> FOR REVIEW AND COMMENT | <input type="checkbox"/> FOR SIGNATURE          | <input type="checkbox"/> OTHER                               |

COMMENTS:

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Copy Distribution file

Received by:

*Marcie Jackson*

Border Colonia Access Program  
Checklist for Documents Required for Road Construction

Contractor: Alvarez Construction  
 Contract Amount: \$14,489.50  
 Project/Precinct: Red Barn  
 Owner's Contract No.: C-CAP-09-002-04-21

Item	Required Documents	Submitted & Reviewed	Approved	Comments:
	<b>INITIATION OF PROJECT:</b>			
1	Approval to Bid (Purchasing)			
2	Contract - Signed and Executed			
3	Gen. Liability Insurance - (Expiration Date)			
4	Automobile Liab. Insurance - (Expiration Date)			
5	Worker's Comp. & Empl. Liab. (Expiration Date)			
6	Notice to Proceed			
7	Material Sample & Testing Table Sent to Auditor's Office			
	<b>PAYMENT REQUESTS, INCLUDING FINAL:</b>			
8	Application and Certification of Payment (A)	✓	✓	
9	Schedule of Values a/k/a 1257/1258	✓	✓	
10	Estimate Quantity Update Worksheet	✓	✓	
11	List of Suppliers and Sub-contractors			
12	Partial Waiver of Liens (Sub-contractors/suppliers)			
13	TxDot Form 252 Contract Time Statement			
14	Payroll Report w/signed Wage Form			
15	Change Order (Requires TxDot Concurrence)	✓	✓	
	<b>RETAINAGE PAYMENT:</b> - Final request and request for retainage must be billed separately and approved by C.C.			
16	Punch List	X	✓	Notified Javier 8/26/09
17	Certificate of Construction Completion			
18	Approval by Commissioner's Court			
19	Contractor's Affidavit of Release (Waiver) of Liens (with power of attorney)(B)	✓	✓	
20	Affidavit of Payment of Debts & Claims-lien bond & indemnity bonds(w/power of attorney)(B)	✓	✓	
21	Consent of Surety to Final Payment(with power of attorney)(B)			
22	Final Blue Prints			

**CERTIFICATE OF CONSTRUCTION COMPLETION**

THIS IS TO CERTIFY THAT ON 12 DAY OF June 2009, A FINAL INSPECTION was made of the project herein described:

**CONTRACT**

DATE: April 21, 2009

OWNER: Hidalgo County Precinct No.2 CONSTRUCTION CONTRACTOR: Alvarez  
Construction. \_\_\_\_\_ OF THE CITY OF Donna STATE OF  
Texas

**PROJECT DESCRIPTION**

CONSTRUCTION OF \_\_\_\_\_ Red Barn Subdivision

CONTRACT-NO.: C-CAP-09-002-04-21 located in or near the City/Pct. of Pct. 2

**THIS IS TO CERTIFY:**

1. That the 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 dollars and 00 /100 dollars (\$ 0.00), deducted from the final payment of the Contractor
  
3. That the contractor has presented a "Certificate of Release" 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 CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.

5.	Amount of Original Contract	\$14,489.50
	Present Amount of Contract	\$15,139.50
	Total Amount of earned to date	\$15,139.50
	Less: previous payments	\$13,040.55
	Balance	\$ 2,098.95
	Authorized deductions	\$ 00.000.00
	AMOUNT OF FINAL PAYMENT	\$ 2,098.95

6. That the final payment in the amount of \$ Two thousand ninety eight dollars and ninety five cents (\$ 2,098.95) is now due and payable.

*Jim P. Man P.E. 7/27/09*  
 Engineer's Signature

CONCURRED BY:

CONCURRED BY:

*Homeno Alley*  
 CONTRACTOR'S NAME

Hidalgo County

BY: *Homeno Alvarez*

TITLE: *Owner*

AI-17151

23.H.3.

**BCAP Application for Payment (Final) Red Barn Subdivision Pct. No. 2  
CC REGULAR**

**Date:** 09/01/2009

**Submitted By:** Marcie Jackson, COLONIA ACCESS PROGRAM

**Submitted For:** Agapito Vargas

**Department:** COLONIA ACCESS PROGRAM

**Agenda Category:** Purchasing Department

**Purchasing only:** CAP Pct.2

**Information**

**CAPTION**

Acceptance and approval of Application for Payment (Final) in the amount of \$585.00 from Homer Alvarez d/b/a Alvarez Construction in connection with Red Barn Subdivision as submitted by project architect, R. Gutierrez Engineering Corporation-C-CAP-09-002-04-21.

**BACKGROUND**

**Fiscal Impact**

**FISCAL YEAR:** 9

**ACCT. #:** 9-1311-431-00-122-605-1-733

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

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Available balance is \$650.00 as of 08/28/09.

\*P.O.# 621616 Purchase Order Increase was requested 8/25/09.

Final payment {\$650.00-65.00[retainage]=\$585.00}

Amount available in retainage account is \$1,448.95, plus \$65.00 = \$1,513.95

**Attachments**

Link: [Application for Payment \(Final\) Red Barn](#)

**Form Routing/Status**

Route	Seq	Inbox	Approved By	Date	Status
1		Purchasing Department	Marty Salazar	08/27/2009 01:04 PM	APRV
2		Budget & Management	Erika Zamora	08/27/2009 02:34 PM	APRV
3		Roland Garcia	Rolando Garcia	08/28/2009 03:04 PM	APRV
4		Auditor's Office		08/28/2009 06:08 PM	NEW
Form Started By: Marcie Jackson				Started On: 08/26/2009 09:16 AM	
Final Approval Date: 08/28/2009					



**APPLICATION FOR FINAL PMT**

To: HIDALGO COUNTY PRECINCT NO. 2 (OWNER)  
 From: Alvarez Construction (CONTRACTOR)  
 Contract: C-CAP-09-002-04-21  
 Project: Red Bam  
 OWNER's Contract No. C-CAP-09-002-04-21 ENGINEER's Project No. ENG05.012R  
 For Work accomplished through the date of: 27-May-2009

1. Original Contract Price:		\$ <u>14,489.50</u>
2. Net change by Change Orders and Written Agreements (+ or -):		\$ <u>650.00</u>
3. Current Contract Price (1 plus 2):		\$ <u>15,139.50</u>
4. Total completed and stored to date:		\$ <u>15,139.50</u>
5. Retainage (per Agreement):		
<u>10% of completed Work:</u>	\$ <u>1,513.95</u>	
<u>10% of stored material:</u>	\$ <u>-</u>	
Total Retainage:		\$ <u>1,513.95</u>
6. Total completed and stored to date less retainage (4 minus 5):		\$ <u>13,625.55</u>
7. Less previous Application for Payments:		\$ <u>(13,040.55)</u>
8. Balance to Finish:		\$ <u>-</u>
9. AMOUNT DUE THIS APPLICATION (6 MINUS 7):		\$ <u>585.00</u>

**REQ# 153729 P.O.# 621616**  
**9-1311-431-00-122-605-1-733 → \$650.00**  
**<-65.00> = \$585.00**

Accompanying Documentation:

CONTRACTOR'S Certification:  
 The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through FINAL PMT inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated 15-Jul-09

Alvarez Construction  
CONTRACTOR

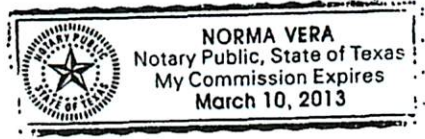
By: *Homeo Aliz*

State of Texas

County of Hidalgo

Subscribed and sworn to before me this 20<sup>th</sup>  
day of July

*Norma Vera*  
Notary Public  
My Commission expires: March 10, 2013



Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 15-Jul-09

R. GUTIERREZ ENGINEERING CORPORATION  
ENGINEER

By: *John P. Moran P.E. 7/22/09*

Schedule of Values

Contractor Name: Alvarez Construction  
 Starting Date: 7-May-2009  
 Project Ending Date: 27-May-2009  
 Retainage Percent: 10%

Application: FINAL PMT  
 Application Date: 15-Jul-2009  
 Period To: 27-May-2009  
 Engineer Firm: R. Gutierrez Eng. Corp.

Summary														
Contract Number	Description	Original Schedule Value	C.O. #1 Schedule Value	Application #1	Retainage for App #1	Payment for Application #1	Final Application	Retainage for Final App	Payment for Final Application	Total Completed to Date	Retainage to Date	Total Completed Less Retainage	Previous Payments	Balance To Finish
C-CAP-09-002-04-21	Red Barn	<del>14,489.50</del>	<del>15,139.50</del>	14,489.50	<del>1,448.95</del>	<del>13,040.55</del>	650.00	<del>65.00</del>	<del>585.00</del>	<del>15,139.50</del>	<del>1,513.95</del>	<del>13,625.55</del>	13,040.55	-
TOTALS:		\$ 14,489.50	\$ 15,139.50	\$ 14,489.50	\$ 1,448.95	\$ 13,040.55	\$ 650.00	\$ 65.00	\$ 585.00	\$ 15,139.50	\$ 1,513.95	\$ 13,625.55	\$ 13,040.55	\$ -

Contract Name: Alvarez Contruccion  
 Starting Date: 7/18/2009  
 Project Ending Date: 2/28/2009  
 Engineer / County Project Desc: Red Barn

Application: FINAL PMT  
 Application Date: 15-Jul-2009  
 Period to: 27-May-2009  
 Engineer's / County Project No.: ENC05.0728

No.	Item Code	Description	Unit	Original Schedule Value			Change Order #1			Application #1			Final Application			Balance To Finish	
				Original Rate	Quan	Dollars	Revised Rate	Quan	Dollars	Monthly Quan	QTY to Date	Item Cost (Monthly)	Monthly Quan	QTY to Date	Item Cost (Monthly)	Total to Date	Quan
1	402	Concrete Valley Gutter (4 ft)	LF	28.00	79.00	2,212.00	28.00	79.00	2,212.00	79.00	79.00	2,212.00				0.00	
2	432	Concrete Curb & Gutter (TY A) (Barrier)	LF	7.50	1,637.00	12,277.50	7.50	1,637.00	12,277.50	1,637.00	1,637.00	12,277.50				0.00	
3	433	Diverter's Concrete	SY	-	0.00	-	20.00	32.50	650.00	-	-	-	32.50	32.50	650.00	0.00	
Total						14,489.50		15,139.50		14,489.50		650.00					

Printed Name: Javier Guiderrez  
 Signature:   
 Date: 15-Jul-2009



AI-17161

23.I.1.

**Change Order No. 1 Monica Acres Subdivision Pct. No. 3**

**CC REGULAR**

**Date:** 09/01/2009

**Submitted By:** Marcie Jackson, COLONIA ACCESS PROGRAM

**Submitted For:** Agapito Vargas

**Department:** COLONIA ACCESS PROGRAM

**Agenda Category:** Purchasing Department

**Purchasing only:** CAP Pct.3

**Information**

**CAPTION**

Acceptance and approval of Change Order No. 1 with contractor Total Commitment, LLC for Monica Acres Subdivision, Pct. No. 3 an increase in the amount of \$10,542.00 reflecting the addition of a low profile curb and gutter and widening roadway, as submitted through project engineer, Javier Hinojosa Engineering-C-CAP-09-256-07-21.

**BACKGROUND**

**Fiscal Impact**

**FISCAL YEAR:** 2009

**ACCT. #:** 9-1312-431-00-123-470-1-731/733

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

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

**BUDGETARY IMPACT:**

Pending P.O. #627751 Increase. Obj. Code 731 / 733 available balance for increase as of 8/27/09 is \$15,012.25.

**Attachments**

Link: [Change Order No. 1 Monica Acres](#)

Link: [Schedule of Values Monica Acres](#)

Link: [Costbreakdown Moncia Acres](#)

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/27/2009 01:11 PM	APRV
2	Budget & Management	Erika Zamora	08/27/2009 02:37 PM	APRV
3	Perla Lopez	Perla Lopez	08/27/2009 04:04 PM	APRV
4	Auditor's Office		08/28/2009 06:08 PM	NEW

Form Started By: Marcie Jackson  
Started On: 08/26/2009 01:35 PM

Final Approval Date: 08/28/2009

## CHANGE ORDER NUMBER ONE(1)

Project: HIDALGO COUNTY PRECINCT NO. 3 CAP ROUND III MONICA ACRES SUBDIVISION

DATE OF ISSUANCE: August 24, 2009 EFFECTIVE DATE: August 24, 2009

OWNER: HIDALGO COUNTY  
 OWNER'S CONTRACT NO: C-CAP-09-256-07-21

CONTRACTOR: <u>TOTAL COMMITMENT, LLC</u>  <u>11435 N. BRYAN ROAD</u>  <u>MISSION, TEXAS 78573</u>	ENGINEER: <u>JAVIER HINOJOSA ENGINEERING</u>  <u>416 E. DOVE AVENUE</u>  <u>MCALLEN, TEXAS 78504</u>
---	--

You are directed to make the following changes in the Contract Documents.

<b>Description:</b>	1. Add Unc. Excavation	1212 CY @ \$4.00 = \$4,848.00
	2. Add 18" Low Profile Curb & Gutter	1635 LF @ \$9.25 = \$15,123.75
	3. Add Rework Existing Base	423 SY @ \$2.00 = \$846.00
	4. Add 8" Flex Base	423 SY @ \$3.50 = \$1,480.50
	5. Add ASPH Conc (TY D)(1 1/2")	423 SY @ \$6.25 = \$2,643.75
	6. Add 48" Concrete Spillway	30 LF @ \$20.00 = \$600.00
	7. Delete 15" ADS Culvert Pipe	625 LF @ \$24.00 = (\$15,000.00)
	<b>TOTAL</b>	<b>\$10,542.00</b>

**Reason for Change Order:**

1. Adding 18" Low Profile Curb & Gutter to the roadway and deleting driveway culverts due to removal of bar ditches.
2. Widening roadway section to 32' B/B.

**Attachments:**

<b>CHANGE IN CONTRACT PRICE:</b>		<b>CHANGE IN CONTRACT TIME:</b>	
Original Contract Price		Original Contract Time for	
\$ <b>72,295.00</b>		Substantial Completion: <u>90</u> <small>calendar days or dates</small>	
Net Changes from previous Change Order		Net Change from previous Change Orders	
\$ 0.00		0 <small>calendar days</small>	
Contract Price prior to this Change Order		Contract Time prior to this Change Order	
\$ <b>72,295.00</b>		Substantial Completion: <u>90</u> <small>calendar days or dates</small>	
Net Increase of this Change Order		Net Increase(decrease) of this Change Order	
\$ <b>10,542.00</b>		0 <small>calendar days</small>	
Contract Price with all approved Change Orders	Net % increase from original contract price.	Contract Time with all approved Change Orders	
\$ <b>82,837.00</b>	<b>14.58%</b>	Substantial Completion: <u>90</u> <small>calendar days or dates</small>	

<b>RECOMMENDED:</b>	<b>APPROVED:</b>	<b>ACCEPTED:</b>
By: _____ Engineer (Authorized Signature) Javier Hinojosa Engineering	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature) Total Commitment, LLC
Date: _____	Date: _____	Date: _____

**SCHEDULE OF VALUES**  
**MONICA ACRES SUBDIVISION CONTRACT NO.: C-CAP-09-256-07-21**

Monica Acres  
 Monica Street  
 CSJ#M1080470

Item	Code	Item Description	Unit						
<b>PAVING</b>									
100		Preparing ROW	STA		8.29		8.29	\$350.00	\$2,901.50
110		Unc. Excavation	CY		1212		1212.00	\$4.00	\$4,848.00
247		8" Flex Base (Compl In Place) (TYD, GR6, CL4)	SY		3395		3395.00	\$3.50	\$11,882.50
251		Reworking BS Matl (DC) (TY D CL2)	SY		3395		3395.00	\$2.00	\$6,790.00
310		ASPH Matrl (MC-30)	GAL		545		545.00	\$3.60	\$1,962.00
340		ASPH Conc (TY D)(1 1/2")	SY		3025		3025.00	\$6.25	\$18,906.25
502		Barricades, Signs and Traffic Handling	MO		3		3.00	\$300.00	\$900.00
530		Turnouts (ASPH-CONC-PAV)(PB-1)	SY		30		30.00	\$6.50	\$195.00
5249		Temp Sedmt Cont Fence	LF		340		340.00	\$1.75	\$595.00
5249		Temp Sedmt Cont Fence (Remove)	LF		340		340.00	\$0.75	\$255.00
<b>DRAINAGE</b>									
529		18" Low Profile Curb & Gutter	LF		1635		1635.00	\$9.25	\$15,123.75
529		48" Concrete Spillway	LF		30		30.00	\$20.00	\$600.00
530		Driveway (ASPH-CONC-PAV) (PB-1)	SY		758		758.00	\$11.00	\$8,338.00
530		Driveway (Concrete 3000 PSI)	SY		318		318.00	\$30.00	\$9,540.00
					<b>\$82,837.00</b>			<b>TOTAL ESTIMATE</b>	<b>\$82,837.00</b>

Monica Acres Subdivision  
 CSJ: 3C1080470  
 Cost Breakdown  
 Precinct 3

Bid Item No.	Item Description	Quantity	QTY Change Order 1	Unit	Unit Price	Amount Bid
<b>ROADWAY</b>						
100	Preparing ROW	8.29		STA	\$350.00	\$2,901.50
110	Unc. Excavation		1212	CY	\$4.00	\$4,848.00
247	8" Flex Base (COMP IN PLACE) (TY "D" GR6 CL4)	2972	3395	SY	\$3.50	\$11,882.50
251	Rewrk Base Mtrl (DC)(TY "D") (CL2)	2972	3395	SY	\$2.00	\$6,790.00
310	ASPH Matr (MC-30)	545		GAL	\$3.60	\$1,962.00
340	Asph Conc (TY "D") (1.5")	2602	3025	SY	\$6.25	\$18,906.25
502	Barricades, Signs and Traffic Handling	3		MO	\$300.00	\$900.00
530	Turnouts (Asphalt, Concrete, Pavement) (PB-1)	30		SY	\$6.50	\$195.00
5249	Temporary Sediment Control Fence	340		LF	\$1.75	\$595.00
5249	Temporary Sediment Control Fence (Remove)	340		LF	0.75	\$255.00
SubTotal Base Bid						<b>\$49,235.25</b>

<b>DRAINAGE</b>						
529	18" Low Profile Curb & Gutter		1635	LF	\$ 9.25	\$ 15,123.75
529	48" Concrete Spillway		30	LF	\$ 20.00	\$ 600.00
530	Driveways (Asphalt, Concrete, Pavement) (PB-1)	758		SY	\$11.00	\$8,338.00
530	Driveways (Concrete) (3000 PSI)	318		SY	\$30.00	\$9,540.00
556	15" ADS Culvert Pipe	0		LF	\$24.00	\$0.00
SubTotal Drainage						<b>\$33,601.75</b>
GrandTotal Roadwork Base Bid and Drainage						<b>\$82,837.00</b>

Roadwork Allocation: \$ 51,797.25  
 25% Transfer Increase \$ -  
 Transfer Contingency \$ -  
 Total Allocation and Transfer \$ 51,797.25  
 Low Base Bid Roadwork \$49,235.25  
 Overrun/Underrun \$2,562.00

Drainage Allocation: \$ 35,510.00  
 Low Bid Drainage: \$33,601.75  
 Overrun/Underrun \$1,908.25

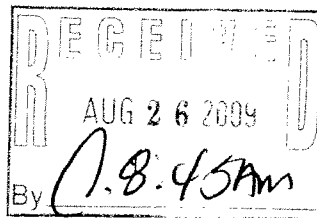




# PLANNING DEPARTMENT

County Of Hidalgo

Raul E. Sasin, P.E., C.F.M.  
PLANNING ADMINISTRATOR



TO: MARTHA SALAZAR PURCHASING AGENT

ATTN: MATI FAZ, PURCHASING DEPT.

FROM: IRMA CELIA CASTILLO, EXECUTIVE ASS'T  
HIDALGO COUNTY PLANNING DEPT.

*Irma Celia Castillo  
8-25-09*

DATE: AUGUST 25, 2009

RE: GCR UPDATING CREDIT FILES

Mati,

GCR faxed me the attached 4 pages in order to upgrade their files. Since there is an agreement that needs to be signed, I remembered that you told me that only the Judge signs agreements.

Please let me know if this is something I can do over here at our Dept. and have my Dept. Head sign off on the agreement. You can call me at (956)318-2840 or e-mail me at [irma.castillo@hchd.org](mailto:irma.castillo@hchd.org).

Attachments(4)

Thank You.

MF082509



200 East Highway 83  
Pharr, TX 78577

Tel. (956) 787-5571  
Fax (956) 787-1673

August, 2009

RE: Updating Credit Files

Dear Valued Customer,

In a recent audit of our customer files, we found it necessary to bring your file current by requesting an updated credit application and agreement.

Please complete the enclosed form and return to:

GCR Tire Center  
200 E, Hwy. 83  
Pharr, TX. 78577  
Attn: Linda Hester

You may also return via fax to my attention at 956 787-1673,  
If you claim tax exemption, please provide an updated certificate for our records.

Thank you in advance for your prompt attention to this matter.

Best Regards,

*Linda Hester*

Linda Hester  
Office & Credit Manager

**STORE # 1134**

**GCR TIRE CENTERS**

200 E. Highway 83 Pharr, TX. 78577 Tel. 956 787-5571 Fax 956 787-1673

**COMMERCIAL ACCOUNT APPLICATION AND AGREEMENT**

GCR Tire Centers, A Division of Bridgestone Americas Tire Operations LLC

Business Name _____	Phone _____	Fax _____
Shipping Address _____	County _____	D&B Rating _____
Billing Address _____		
Nature of Business _____	Year Started _____	Number of Employees _____
Parent Co Name _____	Address _____	
Affiliate Co Name _____	Address _____	
Number of Vehicles in Fleet: Large Trucks _____	Small Trucks _____	Pieces of Eqpt. _____ Autos _____
A.P. Contact Person/Ext # _____	Email: _____	Purchase order required? _____
Authorized Buyers _____		
Tax Exempt <input type="checkbox"/> yes <input type="checkbox"/> no	If yes, tax exemption number _____	Amount of Credit Requested _____
Has customer/guarantor filed bankruptcy in past 5 yrs? _____	Defaulted on any indebtedness in past 5 years? _____	

<b>Corporation</b>	Date of Incorporation _____	State of Incorporation _____	Federal Tax ID Number _____
Name and address of three Officers:			
Name	1 _____	2 _____	3 _____
Title	1 _____	2 _____	3 _____
Home Address	1 _____	2 _____	3 _____
City, ST, Zip	1 _____	2 _____	3 _____

<b>Partnership</b>			
Name, Address and Social Security Number of All Partners.			
Name	1 _____	2 _____	3 _____
Title	1 _____	2 _____	3 _____
Home Address	1 _____	2 _____	3 _____
City, ST, Zip	1 _____	2 _____	3 _____
% of Ownership	1 _____	2 _____	3 _____
Social Security #	1 _____	2 _____	3 _____

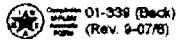
<b>Proprietorship</b>	Name _____	Phone # _____	Social Security # _____
Home address _____			

<b>Bank Reference</b>		
Primary Bank Name _____	Phone # _____	Contact _____
Bank Address _____	Type of Acct _____	Account # _____
Secondary Bank Name _____	Phone # _____	Contact _____
Bank Address _____	Type of Acct _____	Account # _____

<b>Trade References</b> Please provide four references where you have established credit.			
Name	Phone #	Fax #	\$ Monthly Purchases
1) _____			
2) _____			
3) _____			
4) _____			
(Tire Supplier)			
5) City & State of other established GCR Tire accounts: _____			

**Terms & Conditions on Reverse Side**





### TEXAS SALES AND USE TAX EXEMPTION CERTIFICATION

Name of purchaser, firm or agency	
Address (Street & number, P.O. Box or Route number)	Phone (Area code and number)
City, State, ZIP code	

I, the purchaser named above, claim an exemption from payment of sales and use taxes (for the purchase of taxable items described below or on the attached order or invoice) from:

Seller: \_\_\_\_\_

Street address: \_\_\_\_\_ City, State, ZIP code: \_\_\_\_\_

Description of items to be purchased or on the attached order or invoice:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Purchaser claims this exemption for the following reason:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I understand that I will be liable for payment of all state and local sales or use taxes which may become due for failure to comply with the provisions of the Tax Code and/or all applicable law.

*I understand that it is a criminal offense to give an exemption certificate to the seller for taxable items that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate, and depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.*

sign here	Purchaser	Title	Date

**NOTE:** This certificate cannot be issued for the purchase, lease, or rental of a motor vehicle.  
**THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.**  
 Sales and Use Tax "Exemption Numbers" or "Tax Exempt" Numbers do not exist.

This certificate should be furnished to the supplier. Do not send the completed certificate to the Comptroller of Public Accounts.

### Terms & Conditions

The undersigned (the "Customer") may desire to purchase goods and services from GCR Tire Centers, a Division of Bridgestone Americas Tire Operations LLC (the "Company") on account and agrees in consideration of the account to be bound by the following terms and conditions. Neither the Customer nor the Company shall have any obligation to sell or purchase or to continue to sell or purchase goods or services. However, all sales and purchases actually made shall be governed by this Agreement. This Agreement shall be effective only when accepted by the Company by making of a sale on account to the Customer.

The Company will mail to the Customer a statement of the Customer's account reflecting purchases, charges, and credits through the 20<sup>th</sup> of the month. This statement will be deemed to be correct and accepted as rendered unless Customer notifies the Company in writing within 15 days following the statement date of any errors in such statement. The Customer shall pay to the Company the Total Due on the Company's monthly statement by the 10<sup>th</sup> day of the month following the statement date (the "Date Due") and that portion of the Total Due not paid prior to the following 20<sup>th</sup> will become delinquent. The Customer agrees to pay a delinquency charge which shall be computed by applying a periodic rate of 1.5% per month to the delinquent portion of the Customer's account (excluding delinquency charges) indicated on each statement. Unless otherwise specified in writing by the customer, all payments and credits shall be applied first to accrued and unpaid delinquency charges and second to charges for goods and services commencing with the oldest charge indicated on the statement. The Customer's willingness to pay delinquency charges shall not affect its obligation to make all payments on or before the Due Date.

In the event the Company brings suit to enforce any of the obligations of the Customer hereunder, the Customer hereby waives any venue objections, and hereby consents to venue as set forth by the Company. Furthermore, the Customer agrees to pay the Company's reasonable collection costs, attorney's fees and court costs incurred in connection with such suit, in an amount to be fixed by the court.

The Customer may be required to supply the Company with purchase orders, correct delivery addresses and project information, and a list of employees permitted to order, pick-up and sign for goods and services provided by the Company. The Customer assumes liability for the materials at the time of delivery whether or not a representative is on hand to acknowledge receipt of said materials.

The Customer agrees that the terms of the Credit Application and the amount of credit extended to the Customer may be modified, from time to time, without relieving the undersigned from the obligations set forth in this Agreement.

To induce the Company to enter this Agreement, the Customer has furnished bank and trade references for the purpose of establishing creditworthiness. The Company is authorized by the Customer to contact and obtain from such references information concerning customer's creditworthiness and to acquire credit reports on the Customer, and if applicable, the principal owners, partners or directors. In the event a financial statement is provided by the Customer, the Customer represents to the Company that there are no liabilities of the Customer, direct or indirect, fixed or contingent, as of the date of such financial statement, which are not reflected thereon.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Note: The signature above must be that of an authorized corporate officer, partner, or sole proprietor, in order to process this application.

**CONTINUING GUARANTEE:** The undersigned (the Guarantors") personally and individually, jointly and severally, unconditionally guarantee and promise to pay the Company, on demand, any and all present and future indebtedness, obligations and liabilities of the Customer and a separate action may be brought against any one or more of the Guarantors whether or not action is brought against any other Guarantors or against the Customer. Guarantors waive: (a) any right to have the Company proceed against the Customer or any security held from the Customer, (b) notice of the existence, creation or incurring of new or additional indebtedness, obligations or liabilities of the Customer to the Company; and (c) the benefits of any statutory provision limiting the liability of a surety.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
SSN

\_\_\_\_\_  
SSN

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

**FOR CREDIT DEPT. USE ONLY**

\_\_\_\_\_  
*Denied*

\_\_\_\_\_  
*Approved*

By: \_\_\_\_\_

Date: \_\_\_\_\_

Credit Limit: \_\_\_\_\_