AI-17294 **6.D.**

Claim of Israel Medrano

CC REGULAR

Date:	09/08/2009
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Closed Session

Information

CAPTION

Claim of Israel Medrano

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/02/2009 04:21 PM	APRV
2	Auditor's Office	Linda Fong	09/04/2009 02:08 PM	APRV
3	Purchasing Department	Marty Salazar	09/04/2009 02:57 PM	APRV

Form Started By: Aida Alvarez — Started On: 09/02/2009 04:00 PM

Final Approval Date: 09/04/2009

AI-17276 **6.E.**

Dora De Leon & Haydee De Leon vs Lazaro Gallardo, Jr., Constable P3
CC REGULAR

Date:	09/08/2009
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Closed Session

Information

CAPTION

Dora De Leon & Haydee De Leon vs Lazaro Gallardo, Jr., Hidalgo County, Tx, Constable Precinct 3, etal.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/02/2009 11:35 AM	APRV
2	Auditor's Office	Linda Fong	09/04/2009 02:06 PM	APRV
3	Purchasing Department	Marty Salazar	09/04/2009 02:56 PM	APRV
Form Started By: Aida Alvarez			Started On: 09/02/2009 11:26 AM	
Final Approval Date: 09/04/2009				

AI-17246 **6.F.**

Claim of Jesus Vera

CC REGULAR

Date:	09/08/2009
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Closed Session

Information

CAPTION

Claim of Jesus Vera

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/01/2009 11:06 AM	APRV
2	Auditor's Office	Linda Fong	09/04/2009 02:05 PM	APRV
3	Purchasing Department	Marty Salazar	09/04/2009 02:56 PM	APRV

Form Started By: Aida Alvarez — Started On: 08/31/2009 01:21 PM

Final Approval Date: 09/04/2009

AI-17274 **6.G.**

Sylvia Cantu Perez vs Hidalgo County, Tx

CC REGULAR

Date:	09/08/2009
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Closed Session

Information

CAPTION

Cause #C-153-09-C; Sylvia Cantu Perez vs Hidalgo County

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/02/2009 11:34 AM	APRV
2	Auditor's Office	Linda Fong	09/04/2009 02:06 PM	APRV
3	Purchasing Department		09/04/2009 02:56 PM	NEW
Form Started By: Aida Alvarez			Started On: 09/02/2009 11:21 AM	
Final Approval Date: 09/04/2009				

AI-17296 **7.D.**

Claim of Israel Medrano

CC REGULAR

Date:	09/08/2009
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Open Session

Information

CAPTION

Claim of Israel Medrano

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/02/2009 04:21 PM	APRV
2	Auditor's Office	Linda Fong	09/04/2009 02:07 PM	APRV
3	Purchasing Department		09/04/2009 02:57 PM	NEW

Form Started By: Aida Alvarez — Started On: 09/02/2009 04:01 PM

Final Approval Date: 09/04/2009

AI-17277 **7.E.**

Dora De Leon & Haydee De Leon vs Lazaro Gallardo Jr., Constable P3
CC REGULAR

Date:	09/08/2009
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Open Session

Information

CAPTION

Dora De Leon & Haydee De Leon vs Lazaro Gallardo, Jr., Hidalgo County, Tx, Constable Precinct 3, et al

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/02/2009 11:35 AM	APRV
2	Auditor's Office	Linda Fong	09/04/2009 02:07 PM	APRV
3	Purchasing Department	Marty Salazar	09/04/2009 02:56 PM	APRV
Form Started By: Aida Alvarez			Started On: 09/02/2009 11:28 AM	
Final Approval Date: 09/04/2009				

AI-17247 **7.F.**

Claim of Jesus Vera

CC REGULAR

Date:	09/08/2009
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Open Session

Information

CAPTION

Claim of Jesus Vera

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/01/2009 11:07 AM	APRV
2	Auditor's Office	Linda Fong	09/04/2009 02:05 PM	APRV
3	Purchasing Department	Marty Salazar	09/04/2009 02:56 PM	APRV

Form Started By: Aida Alvarez — Started On: 08/31/2009 01:23 PM

Final Approval Date: 09/04/2009

AI-17275 **7.G.**

Sylvia Cantu Perez vs Hidalgo County, Tx

CC REGULAR

Date:	09/08/2009
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Open Session

Information

CAPTION

Cause #C-153-09-C; Sylvia Cantu Perez vs Hidalgo County

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/02/2009 11:35 AM	APRV
2	Auditor's Office	Linda Fong	09/04/2009 02:06 PM	APRV
3	Purchasing Department	Marty Salazar	09/04/2009 02:56 PM	APRV

Form Started By: Aida Alvarez — Started On: 09/02/2009 11:23 AM

Final Approval Date: 09/04/2009

AI-17125 **10.B.**

Independent Audit Report for the year ended December 31, 2008-Burton McCumber & Cortez

CC REGULAR

Date:	09/08/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Presentation & Acceptance of Independent Audit Report for the year ended December 31, 2008 by Burton, McCumber & Cortez, contracted independent audit firm.

BACKGROUND

Audit report will be presented at Commissioners' Court.

Fiscal Impact

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

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management		08/27/2009 12:56 PM	PEND
2	Erika Zamora	Erika Zamora	08/26/2009 02:48 PM	APRV
3	Auditor's Office	Angela Garcia	08/26/2009 02:50 PM	APRV
4	Erika Zamora	Erika Zamora	08/27/2009 10:45 AM	APRV
5	Purchasing Department	Marty Salazar	08/27/2009 12:56 PM	APRV

Form Started By: Monica Badillo Started On: 08/24/2009 04:56 PM

Final Approval Date: 08/27/2009

AI-17356 **10.C.**

2010 Budget process

CC REGULAR

Date:	09/08/2009
Submitted By:	Angela Garcia, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Status Report on 2010 Budget Process

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/04/2009 04:24 PM	APRV
2	Auditor's Office		09/04/2009 05:31 PM	NEW

Form Started By: Angela Garcia Started On: 09/04/2009 04:13 PM

Final Approval Date: 09/04/2009

AI-17344 **10.D.**

Interlocal Agreements - County of Hidalgo and Hidalgo County Drainage District

CC REGULAR

Date:	09/08/2009
Submitted By:	Sergio Cruz, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

1. Status Update Regarding Interlocal Agreement Between County of Hidalgo and Hidalgo County Drainage District No. 1, and matters related thereto; consider approval of any agreements.

2. Status Update Regarding Subsidiary Agreement Between County of Hidalgo and Hidalgo County Drainage District No. 1, and matters related thereto; consider approval of any agreements relating to sale or lease of personal and real property.

BACKGROUND

Agreements (if available) to be provided by Bond Counsel.

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/04/2009 03:08 PM	APRV
2	Auditor's Office		09/04/2009 05:31 PM	NEW

Form Started By: Sergio Cruz — Started On: 09/04/2009 02:46 PM

Final Approval Date: 09/04/2009

AI-17355 **10.E.**

Appointment of Board Members

CC REGULAR

Date:	09/08/2009
Submitted By:	Angela Garcia, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Appointment of member representative and alternate to the Amigos Del Valle Board of Directors.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/04/2009 04:24 PM	APRV
2	Auditor's Office		09/04/2009 05:31 PM	NEW
Form Started By: Angela Garcia			Started On: 09/04/2009 04:12 PM	
Final Approval Date: 09/04/2009				

AI-17292 **11.A.**

Fred Loya Settlement Check - Precinct 1

CC REGULAR

Date:	09/08/2009
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Roy Quintanilha
Department:	SAFETY DIVISION
Agenda Category:	Safety Division

Information

CAPTION

Approval to accept settlement check from Fred Loya Insurance in the amount of $1,418.47 for an auto accident with County vehicle (Precinct 1).

BACKGROUND

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

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/02/2009 04:21 PM	APRV
2	Erika Zamora	Erika Zamora	09/03/2009 03:24 PM	APRV
3	Auditor's Office	Linda Fong	09/04/2009 05:30 PM	APRV
4	Purchasing Department		09/04/2009 05:31 PM	NEW

Form Started By: Aida Alvarez — Started On: 09/02/2009 03:49 PM

Final Approval Date: 09/04/2009

AI-17270 **12.B.**

Health Division - FY 2010 SDI Contract

CC REGULAR

Date:	09/08/2009
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 #2010-031731, Attachment #001, in the amount of $165,909.00 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

Reference# AI#17150 9-1-09

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 $165,909 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: Certification of Revenues

Link: Salary schedule

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/02/2009 11:31 AM	APRV
2	Manuel Chapa	Manuel Chapa	09/04/2009 10:47 AM	APRV
3	Sylvia Solis	Sylvia Solis	09/04/2009 03:05 PM	APRV

4	Auditor's Office	Linda Fong	09/04/2009 05:31 PM	APRV
5	Purchasing Department	Angela Garcia	09/04/2009 05:31 PM	APRV

Form Started By: Dan Beltran Started On: 09/02/2009 10:39 AM

Final Approval Date: 09/04/2009

DEPARTMENT OF STATE HEALTH SERVICES

This contract, number 2010-031731 (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 $165,909.00, 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:

      2010-031731-001 CHS - Prenatal Services

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

CONTRACT NO.2010-031731
PROGRAM ATTACHMENT NO.001
PURCHASE ORDER NO.0000351285

CONTRACTOR: HIDALGO COUNTY HEALTH & HUMAN SERVICES

DSHS PROGRAM: CHS - Prenatal Services

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

SECTION I. STATEMENT OF WORK:

Purpose:

To provide or assure the provision of prenatal services for Title V-eligible clients prior to their eligibility for Children's Health Insurance Program (CHIP) perinatal benefits. Contractor shall provide services approved in the Contractor's application or shall have an established referral relationship with a qualified provider of prenatal services.

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:

- Title V of the Social Security Act, 42 USC § 701, *et seq.*

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

- DSHS FY10 Title V Fee-for-Service Prenatal Services Renewal Contract Application;
- Contractor's Response to FY10 Renewal Application for Title V Fee-for-Service Prenatal Services and any revisions;
- DSHS FY08 Title V Fee-for-Service Prenatal Contract Application;
- Contractor's Response to FY08 Title V Fee-for-Service Prenatal Contract Application;
- Current Title V Policies and Procedures Manual for Title V Maternal and Child Health;
- DSHS *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, or latest revision, and Core Tool Monitoring Instructions, FY2010; or latest revision; and
- DSHS Title V Maternal, Child Health, Dysplasia, Family Planning On-site Evaluation Report, revised for 2010, or latest revision, and Title V Tool Monitoring Instructions, FY2010; 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 shall not continue performance under this Program Attachment in compliance with the amended standard(s) or guideline(s). DSHS may terminate the

Program Attachment immediately or within a reasonable period of time as determined by DSHS.

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.

DSHS Health Service Regional Director or designee, as coordinator of regional services, will assist DSHS staff in providing direction to Contractor. DSHS personnel may, from time to time, provide technical assistance and training to Contractor. Contractor shall cooperate with DSHS staff to attain the goals of policy application, coordinated services, and quality assurance.

Eligible Population:

An individual is considered eligible for Title V allowable direct health care/enabling services if the individual is:

1. A child age 0 through 21, females of child bearing age and males who have not had sterilization surgery or other condition resulting in sterilization and are seeking family planning, with a family income less than 185% of the most recent Federal Poverty Level (FPL) as seen below.

2. A Texas resident (not necessarily a citizen)

3. Otherwise uninsured for the same service provided

4. Not eligible for Medicaid or CHIP.

Pregnant women, and other potentially fertile women age 45 and over, who would otherwise meet Title V eligibility requirements shall also be regarded as potentially Title V eligible. Individual client eligibility will be determined on an annual basis, and at other times as necessary, based upon change in pregnancy status or income.

Service Area: Hidalgo.

Location: Multiple clinic locations identified through DSHS website at: http://www.dshs.state.tx.us/mch/fee/locator_prenatal/locator.shtm.

SECTION II. PERFORMANCE MEASURES:

The following performance measure(s) 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 other terms of the contract.

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

Not more than 70% of the total amount of this Program Attachment shall be for services provided to Title V eligible women ages 22 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.

SECTION III. SOLICITATION DOCUMENT:
Emergency Procurement posted on the Electronic State Business Daily on June 18, 2009, ESBD # CHS/PRENATAL-0348.1

SECTION IV. RENEWALS: None

SECTION V. PAYMENT METHOD: Fee-for-Service

SECTION VI. BILLING INSTRUCTIONS:

Within 30 days following the end of the month, Contractor shall request payment using the Monthly Reimbursement Request (MRR), for Title V Fee for Service Program (Form #EF21-12005). With each MRR, contractor shall submit the following acceptable supporting documentation for reimbursement of the required services/deliverables:

- Title V Maternal-Child Services Report (Prenatal) – 185 (Form EF21-12005);
- Title V Maternal-Child Services Report (Prenatal) – 186 (Form EF21-12005); and
- Monthly Aggregate Activity Report (Prenatal) (Form EF21-12005). Each report shall detail the total unduplicated number of clients seen for the first time within a service category type during the contract period by age, and race/ethnicity. Billing requests will not be processed for payment by DSHS unless accompanied by a complete corresponding aggregate report.

MRRs and supporting documentation shall either be emailed to the Family and Community Health Services Division, Performance Management Unit, Contract Development & Support Branch (CDSB) at cdsb@dshs.state.tx.us, or faxed to CDSB at: (512) 458-7235.

MRRs shall be emailed also to the DSHS Claims Processing Unit (CPU) at invoices@dshs.state.tx.us, or faxed to CPU at (512) 458-7442.
MRRs shall be submitted each month even if there are zero expenditures. MRRs are submitted each month for actual expenditures of the program even if the contract limit has been reached.

No later than 60 days after the end of the Program Attachment term, Contractor shall submit the final Request for Advance or Reimbursement Form 270 (DSHS Form GC-10). The original, signed version of Form 270 shall be mailed to the DSHS CPU at:

Department of State Health Services
Claims Processing Unit, Mail Code 1940
P.O. Box 149347
Austin, TX 78714-9347

Form 270 shall be emailed also to CDSB at cdsb@dshs.state.tx.us.

SECTION VII. BUDGET: Fee for Service

SOURCE OF FUNDS: CFDA # 93.994; State

Contractor shall adhere to the current schedule of allowable services and rates as referenced in the Policies and Procedures Manual for Title V Prenatal Services.

Total payments will not exceed $165,909.00.

SECTION VIII. SPECIAL PROVISIONS:

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

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

Contractor shall submit reports as deemed necessary by DSHS, upon reasonable notice to Contractor.

Eligibility: All individuals considered for Title V eligibility must be screened and determined eligible using a DSHS or Title V program-approved screening process as updated in the spring of each year when federal poverty levels and eligibility determination forms are revised.

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

Co-pay: Contractor may assess a co-pay (cost sharing) from clients who receive services under this Program Attachment. A co-pay (cost sharing) shall not be assessed from such clients if their family income is at or below 100% of the most recently defined federal poverty level. A co-pay assessment shall not exceed 25% of the amount DSHS pays Contractor for the provision of a given service. A client shall not be denied services due to inability to pay.

Contractor shall make reasonable efforts to investigate and apply for all other sources of third party funding available to, or identified by, the patient before submitting DSHS Program claims for allowable costs.

Pharmacy: In order to dispense and/or provide prescription 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, is revised to include:

Program Income may be collected and retained by Contractor so long as it is used to provide services specified in the scope of work detailed in this Program Attachment. The use of Program Income shall be reported on the monthly billing vouchers for services provided to Title V eligible clients.

General Provisions, **Payment Methods and Restrictions** Article IV, is revised to include:

Contractor's contract amount under this Program Attachment is a ceiling against which it may bill, on a fee-for-service basis, for the provision of allowable services to Title V eligible clients. Only allowable services provided to Title V eligible clients may be billed against this ceiling. The current schedule of allowable services and rates, as well as Title V eligibility requirements, may be modified at the sole discretion of DSHS with thirty (30) days written notice to Contractor. 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 the Contractor does not exercise the option during the thirty (30) day time period, Contractor shall be deemed to have waived the option.

A Request for "Advance or Reimbursement", Form 270 (Form GC-10), or the form specified in the Contractor's Financial Procedures Manual, is due no later than sixty (60) days after the end of the Program Attachment term. This report shall be marked "Final".

Billing Requirements: Contractor shall bill DSHS on a monthly basis for allowable services provided to Title V eligible clients. Bills for all allowable services shall be submitted as aggregate activity reports with a DSHS Monthly Reimbursement Request and shall not refer to or identify individual clients. Contractor shall bill within thirty (30) days after the end of the month in which services were provided or within sixty (60) days in cases of potentially Medicaid eligible individuals who are denied eligibility by the Health and Human Services Commission. All bills shall be submitted within sixty (60) days of the end of the Program Attachment term.

In billing DSHS, Contractor shall certify that all billed services have been provided only to individuals who have been determined to be eligible for Title V services. DSHS will pay Contractor for all acceptable vouchers submitted up to Contractor's contract ceiling amount. Billing vouchers submitted outside of the timeframes indicated above shall be subject to disallowance.

Billing Activity: DSHS shall distribute funds in a way that will maximize the delivery of authorized services to eligible clients. DSHS will monitor Contractor's billing activity. If

utilization is below that projected in Contractor's contract ceiling amount, shown in SECTION VII. BUDGET, Contractor's ceiling may be subject to a decrease for the remainder of the Program Attachment period. Contractor may be subject to contract ceiling amount decreases if Contractor's billing activity is less than projected.

DSHS may pay for additional services as specified in this Program Attachment if provided by Contractor during the term of this Program Attachment (but not otherwise paid during the term of this Program Attachment) if it is in the best interest of the State and the DSHS Program to do so, and if funds are available. If Contractor exceeds the ceiling amount of the Program Attachment, Contractor shall continue to bill DSHS for the services provided. DSHS may pay for these additional services if funds become available at a later date.

General Provisions, **Terms and Conditions of Payment** Article V, is replaced with the following:

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, is revised to include:

DSHS shall include in any financial audits 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, 82nd Legislature.

General Provisions, **Access and Inspection** Article IX, 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 XIV.

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

If appropriate, 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 the 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, is revised to include:

Contractor shall notify the Contract Development and Support Branch in writing 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, the closure, relocation, and/or opening of clinic site(s), any change in clinic pharmacy license, or method(s) of dispensing prescription medications.

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

2010-031731
Application or Contract Number

HIDALGO COUNTY HEALTH & HUMAN SERVICES
Organization Name

DATE: September 2, 2009

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health Department

ACCOUNT NUMBER: 9-1293-441-00-340-018-0 FY 2010 SDI Contract

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

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
9-1293-441-00-340-018-0-113	Regular F/T Employees	$ 127,485.00
9-1293-441-00-340-018-0-220	FICA	$ 9,576.00
9-1293-441-00-340-018-0-230	Retirement	$ 11,496.00
9-1293-441-00-340-018-0-250	Unemployment Compensation	$ 688.00
9-1293-441-00-340-018-0-260	Workers Compensation	$ 584.00
9-1293-441-00-340-018-0-211	Health Insurance	$ 15,968.00
9-1293-441-00-340-018-0-212	Life Insurance	$ 112.00
	TOTAL BUDGET	$ 165,909.00

INCREASE REQUEST $

Revenue Account # 9-1293-334-10-340-018-0-000 $ 165,909.00

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

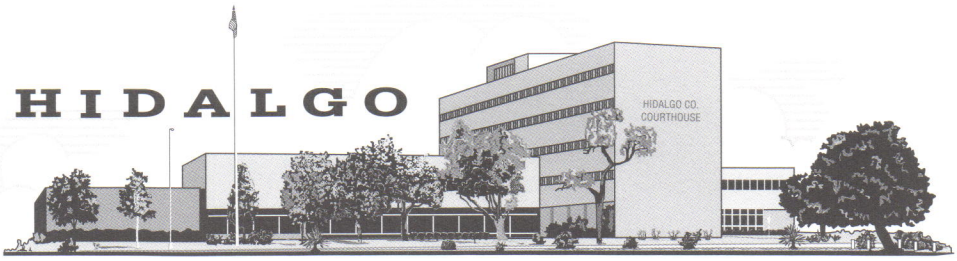
DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST CO. CLERK

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 12/31/2009	Salary 1/1/2010 8/31/2010	Salary for 12 month Grant Period
Slot #	Employee Name	Employee Title			
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
	Salary Totals		**$ 137,574.53**	**$ 288,906.53**	**$ 426,481.06**
	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
	Fringe Benefit		**$ 27,982.66**	**$ 58,763.59**	**$ 136,017.88**
	Grand Total		**$ 165,557.19**	**$ 347,670.12**	**$ 562,498.94**

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

September 4, 2009

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

RE: Certification of Revenue

Dear Judge and Commissioners:

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

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

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

AMOUNT	GRANT
$165,909.00	2010-031731-001 CHS – Prenatal Services

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

9/4/09
Date

HIDALGO COUNTY DISTRICT JUDGES

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

HIDALGO COUNTY
COMMISSIONER COURT
2009 SALARY SCHEDULE

1293-441-00-340-018-0

AI 17150

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

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

AI-17306 **12.C.**

Primary Substance Abuse Clinic

CC REGULAR

Date:	09/08/2009
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

Discussion and possible action on the Primary Substance Abuse Clinic.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/03/2009 10:19 AM	APRV
2	Manuel Chapa	Manuel Chapa	09/04/2009 02:57 PM	APRV
3	Auditor's Office	Linda Fong	09/04/2009 05:31 PM	APRV
Form Started By: Josie Escalante			Started On: 09/03/2009 08:43 AM	
Final Approval Date: 09/04/2009				

AI-17303 **13.A.**

Claim

CC REGULAR

Date:	09/08/2009
Submitted By:	Nelda Olivarez, HIDTA
Submitted For:	Rene Guerra,Criminal District Attorney
Department:	HIDTA
Agenda Category:	HIDTA - Task Force

Information

CAPTION

Approval of claim/invoice with authority for County Treasurer to issue check after review, audit, and processing procedures are completed by the County Auditor for the following claim/invoice:

Invoice Date	Invoice No.	Vendor Name	Amount
07/06/09	126045	AAMCO	$1,742.00

BACKGROUND

In appreciation of the support by the Hidalgo County Constable Precinct 4 and due to the immediate need for repairs on a Constable's vehicle, the Hidalgo County HIDTA Task Force offered to incur the cost of repairs on said vehicle.

As set forth under the "Guide to Equitable Sharing of Federally Forfeited Property of State and Local Law Enforcement Agencies; VIII What Are the Uses of Equitable Shared Property?; A. Law enforcement uses;1. Permissible uses;d. Law enforcement equipment - cost associated with the purchase, lease, maintenance, or operation of law enforcement equipment by law enforcement personnel that supports law enforcement activities." U.S. Treasury Forfiture Funds (account 9-1252-412-00-270-012-0-890) will be used.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1252-412-00-270-012-0-890

FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:** No

BUDGETARY IMPACT:

Available balance of $13,319.00 as of 09/03/09. Please see attach P.O. #626218 liquidation form, pending liquidation.

Attachments

Link: Claim back up documentation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/03/2009 10:19 AM	APRV
2	Sylvia Solis	Sylvia Solis	09/04/2009 11:32 AM	APRV
3	Auditor's Office		09/04/2009 05:31 PM	NEW

Form Started By: Nelda Olivarez

Started On: 09/02/2009 04:50 PM

Final Approval Date: 09/04/2009

NAME: Hinojosa C & J Construction | DATE: 7/6/09 | # 126045

ADDRESS | CITY | STATE/PROV. | ZIP/POSTAL CODE | MILEAGE: 94,803 | TRANSMISSION TYPE | HOME PHONE

YEAR	MAKE	MODEL	COLOR	VEHICLE IDENTIFICATION NUMBER (VIN)	LIC. PLATE NO./STATE	BUSINESS PHONE
06	Ford	Crown Vic	White	2FAFP71W46X145057	228731	383-8560

WARRANTY CLAIM INFORMATION	ORIGINAL CENTER	ORIGINAL RO	ORIGINAL MILES	ORIGINAL DELIVERY DATE	PROD DATE	ENGINE SIZE	CELL PHONE
						✓	975-6444

HAT NUMBER | EMAIL ADDRESS

AAMCO TRANSMISSIONS

International Customer Service
201 Gibraltar Road, Horsham, PA 19044
Call toll-free: (800) 523-0401

Remit To:

14571
DARRELL MOTT -- JIM MOHEL
120 S 23RD ST
MCALLEN TX 78501
956-682-5525

An independently owned and operated AAMCO Center

CUSTOMER DESCRIPTION OF PROBLEM

Taurus

VEHICLE OPERATING INFORMATION

When did you first notice the problem? _____
Does it happen once in a while or all the time? _____ Hot or Cold? _____
Have you noticed any noise or vibrations? _____
Has the transmission fluid been changed? _____
What other services have been done to the vehicle lately? _____

EXTERNAL DIAGNOSTIC SERVICE AUTHORIZATION

I authorize this AAMCO Center to perform an external diagnostic service including all applicable checks at a cost of $_____. AAMCO may operate this vehicle for purposes of testing, inspection and delivery at my risk.

Customer Authorization X _____

TEL. AUTH. # | FROM | BY | DATE & TIME

SERVICE RECOMMENDATION

☐ AAMCO may operate this vehicle for the purpose of testing and delivery at my risk. I understand that if a torque converter and/or hard parts are required, the cost will be in addition to the base price of $_____. I have the right to authorize the additional cost, or to request reassembly and reinstallation of the unserviced transmission for a labor charge of $_____ which includes the cost of disassembly and examination.

X _____ DATE/TIME FROM _____

SERVICE	PRICE	AUTHORIZATION	DATE/TIME/FROM
☐ COMPUTER DIAGNOSTIC SERVICE	$	X	
☐ OTHER SERVICE (See Service Description)	$	X	
RECONDITIONED SERVICE			
☐ 12 MONTH/12,000 MILES WARRANTY	$		
☐ 36 MONTH/36,000 MILES WARRANTY	$	X	
☐ LIFETIME WARRANTY	$		
☐ HARD PARTS OR OTHER COMPONENTS	$	DATE/TIME/FROM (X) _____	
☐ TORQUE CONVERTER (Additional Charges Required)	$		
FLEET ☐ CENTRAL ☐ FLEET	REF		
☐ BASE ☐ MOD	$	FO # _____	
☐ CONVERTER	$	FLEET/ADMIN. _____	
☐ HARD PARTS	$	PHONE # _____	
TOTAL (Unless Noted — Tax additional)	$	X	

ADDITIONAL INFORMATION

CERTIFICATION

certifies that the transmission (or other automotive component) has been dismantled, reconditioned or rebuilt as necessary; all external and internal parts cleaned, all defective parts restored, cleaned, or replaced as needed with new, rebuilt or sound used parts and such machining or other procedures performed as necessary to place your transmission (or other automotive component) in sound working condition.

Authorized Signature

I ARE ENTITLED TO RECEIVE A COPY OF OUR QUOTATION SHEET WHICH SETS FORTH THE COSTS OF THE SERVICE OR SERVICES WHICH WERE AVAILABLE TO YOU

Copyright 1974-2003 All Rights Reserved Printed in the U.S.A. Form No. 72A-0001-SHWABU REV (5/07)

SERVICE DESCRIPTION

~~AAMCO'S External Diagnostic Service~~

AAMCO'S Reconditioned Service with Exchange Rebuilt Torque Converter with a 36 Month 36,000 Miles Limited Warranty

Trans. Kit installed	295 00
Pressure Plate	15 00
VPC solenoid	65 00
Drum	75 00
Torque Converter	292 00
	742 00

INVOICE RECEIVED BY: _____ ON 8/18/09
GOODS/SERVICES RECEIVED BY: _____ ON: 8/18/09

9-1258-412-002-10-012-0-485 490

TOTAL LABOR	
TOTAL PARTS	
SUBTOTAL	742 00
TAX	
TOTAL	742 00

PARTS SHOWN AS AVAILABLE ARE NOT GUARANTEED AVAILABLE

ANNUAL RECHECK
DUE DATE _____
CUSTOMER'S INITIALS _____

METHOD OF PAYMENT:
HOW DID YOU HEAR ABOUT AAMCO?
DO YOU HAVE A SECOND CAR?

I acknowledge that I have purchased the service(s) with warranty initialed below, and that the 36/36 and Lifetime warranties are subject to a $50 deductible. The terms and conditions of the warranties are on the reverse.

12/12	36/36	L/T	NF	Other	Service Code
	✓				

Customer's Initials

COMPLETION CERTIFICATE

I acknowledge receipt of the vehicle and a copy of this Repair Order.

Customer Signature | Delivery Date

CUSTOMER COPY

PURCHASE ORDER CANCELLATION REQUEST

TO: Martha Salazar, CPPB, Hidalgo County Purchasing Agent

FROM: Dora L. Munoz, Commander, Hidalgo County HIDTA Task Force

DATE: August 3, 2009

COPY FOR YOUR INFORMATION

PLEASE BE ADVISED THAT I AM REQUESTING THAT THE FOLLOWING PURCHASE ORDER(S) BE LIQUIDATED AS IT (THEY) IS (ARE) NO LONGER OUTSTANDING:

PURCHASE ORDER NUMBER	VENDOR NAME	AMOUNT OF ORIGINAL P.O.	LESS PREVIOUS INVOICE (S) SUBMITTED FOR PAYMENT	AMOUNT OUTSTANDING	OUTSTANDING AMOUNT TO BE LIQUIDATED
626218	AAMCO TRANSMISSIONS	1,742.00	0.00	0.00	1,742.00
	TOTAL	**1,742.00**	**0.00**	**0.00**	**1,742.00**

REASON (BRIEFLY EXPLAIN): The above purchase orders are no longer in need and should be liquidated.

AUTHORIZATION Dora L. Munoz, Commander — DEPARTMENT HEAD — 8/3/2009 — DATE

APPROVED BY: _____ PURCHASING DEPARTMENT — _____ DATE

APPROVED BY: _____ HIDALGO COUNTY AUDTIOR — _____ DATE

INVOICE SUBMITTED FOR PAYMENT ON 9/4/09

HIDALGO COUNTY HIDTA TASK FORCE
PROCESS OF PAYMENT

DATE: 08-18-09 **PO NO.** 626218

VENDOR NAME: AAMCO TRANSMISSIONS

VENDOR NO 371823 **INVOICE NO.** 126045

ACCOUNT NO. N/A **BUDGET ACCOUNT:** 9-1252-412-00-270-012-0-432

AMOUNT TO BE PAID: $1,742.00

COMMENTS:

RECEIVED BY
COUNTY AUDITOR
2009 AUG 19 AM 10 28

INVOICE SUBMITTED FOR
PAYMENT ON 8/20/09

Purchase Order
COUNTY OF HIDALGO

PO#: 626218

DATE: 07/22/09

VENDOR: 371823 REQ:00159179
FAX (956)682-5433 Email:
Phone: (956)682-5525
AAMCO TRANSMISSIONS
120 S. 23RD
MCALLEN TX 78501
Vendor Acct:

BUYER:
SHIP TO: HIDTA
3100 S. Closner
Foxtrot Bldg.
Edinburg TX 78539

CONTACT:
SITE: HIDTA
Contract No:

Special Instructions:
187

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		REPAIRS & MAINTENANCE ON A 2006 FORD CROWN VICTORIA FOR PCT. 4 CONSTABLES OFFICE.. (TRANSMISSION KIT INSTALLED, PRESURE PLATE, EPC SOLINOID, DRUM, TORQUE CONVERTER & ANY ADDITIONAL REPAIRS NEEDED) VIN#2FAFP71W46X145057 LIC PLATE#228-731		
1		TRANSMISSION KIT INSTALLED, PRESURE PLATE, EPC SOLINOID, DRUM, TORQUE CONVERTER.	1,742.00	1,742.00
1			.00	.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		1,742.00
		********** For Hidalgo County use only		
		9-1252-412-00-270-012-0-432 1,742.00		
		Approved		

Authorized by: Martha L. Salazar

AI-17255 **14.A.**

Subrecipient Agreement - City of Mission - Boys & Girls Club

CC REGULAR

Date:	09/08/2009
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

The Urban County Program requests approval of Subrecipient Agreement with the City of Mission - Boys & Girls Club of Mission (Youth Services) in the amount of $37,000.00 for Urban County Program Year 22 (2009).

BACKGROUND

Funding will be utilized for the reimbursement of salaries for program leader(s) and/or unit director who will provide direct services to the youth. Services will be solely provided at the Jessie Jensen Unit. The agreement shall be effective September 8, 2009 and termination on May 31, 2010. (See the attached Exhibits)

Subrecipient: City of Mission – Boys & Girls Club of Mission

Individual Agreement amount: Hidalgo County Precinct #3 37,000.00
Total Funding Amount: $37,000.00

Fiscal Impact

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

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

BUDGETARY IMPACT:

Total Agreement Amount: $37,000.00.

Funding Available: $37,000.00.

Attachments

Link: Sub agreement - Mission

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/01/2009 11:09 AM	APRV
2	Perla Lopez		09/04/2009 02:56 PM	NEW
3	Auditor's Office	Linda Fong	09/04/2009 02:27 PM	APRV
4	Purchasing Department	Marty Salazar	09/04/2009 02:56 PM	APRV

Form Started By: Estella Webber Started On: 09/01/2009 10:34 AM

Exhibit A
STATEMENT OF WORK

Section I In summary, describe the service(s) that the agency / organization provides to the community.

Boys & Girls Club of Mission works to enable children ages 5-12 of all background to participate in programs focusing on character & leadership development, healthy & life skill, education & career development, arts & crafts and drug prevention programs.

Section II State the CDBG grant amount awarded and state the name of awarding City / Precinct.
$ 37,000.00 Awarded By: Precinct #3

Section III List the proposed type of expenditure(s) utilizing CDBG funds.

Salaries for unit director (for direct services) and five (5) program staff members.

Section IV List the services that will be provided, how they will be performed as a result of CDBG funds, and when they will be performed.

Promote Boys & Girls Club of Mission enrolment at Jessie Jensen Unit only to offer valuable programs. Expand the daily participants and increase program completion rate. Will help at risk children realize their full potential to become successful citizens.

Section V As a result of the CDBG award, describe how funds will provide an increase in services or provide a new service to extremely low and/or low to moderate income residents. (EX: Additional ESL classes will be offered; new sports program will be created for the youth, etc.)

An additional program would be conducted at the Jessie Jensen Unit - **Youth for Unity** teaching children about diversity.

Section VI Describe the program beneficiaries (age/gender), estimated number to be serviced, economic background and area of residency.

96% at risk Hispanics of which approximately 70% of them come from low income families. They are ages 5-12, males and females. We will be serving approximately 200 disadvantaged children of the Jessie Jensen Unit only.

Section VII List the location(s) with a physical address where the service(s) will be provided.

5 ¼ Mile and Glasscock Road – Jensen Elementary

Exhibit B-1
GRANT BUDGET

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed up to two (2) amendments to the budgeted amounts. Proposed changes to the budgeted amounts must be submitted in writing to UCP **prior to the preceding month of the change.**

TYPE OF EXPENDITURES	**BUDGETED AMOUNT**
Salaries for Staff; to include, but not limited to fringe benefits (social security, Medicare and workers comp.) for 6 part-time employees to work 20 hours per week for 9 weeks.	$ 37,000.00
	$
	$
	$
	$
TOTAL GRANT BUDGET:	**$ 37,000.00**

Exhibit B-2
PAYMENT SCHEDULE

Subrecipient must submit a payment schedule to expend the CDBG award by completing the table below. Proposed changes to the payment schedule must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. Subrecipient will be allowed up to two (2) amendments to the payment schedule.

200_9_ - 20_10_ For the Months of...	Estimated Amount Of Expenditures	Type of Budgeted Expenditures
July		
August		
September	$3,918.46	Salaries & fringe benefits
October	$4,898.07	Salaries & fringe benefits
November	$4,897.26	Salaries & fringe benefits
December	$2,938.85	Salaries & fringe benefits
January	$3,918.46	Salaries & fringe benefits
February	$3,918.46	Salaries & fringe benefits
March	$3,693.91	Salaries & fringe benefits
April	$4,898.07	Salaries & fringe benefits
May	$3,918.46	Salaries & fringe benefits
TOTAL:	**$37,000.00**	

Note: Monthly expenditures are considered proposed. Amendments to the payment schedule must be requested when the *actual* monthly expenditure **exceeds** the estimated amount by 50%. If the *actual* monthly expenditure is **less** than 50% of the estimated amount, an amendment must be requested to the Urban County Program for review and approval.

Exhibit C
SCHEDULE OF ACTIVITY

Subrecipient hereby agrees to perform services as outlined in Exhibit A. A proposed monthly schedule of activity should be provided in the table below. The schedule should not exceed the agreement time frame of eleven months.

Proposed changes to the schedule of activity must be submitted in writing to UCP for review and approval **prior to the preceding month of the change**. The subrecipient will be allowed up to two (2) amendments for the term of the agreement.

200_9_ - 20_10__ For the months of....	Number of Unduplicated Beneficiaries to be Serviced	Services Provided
July		
August		
September	180	Educational, recreational and social activities for the youth.
October		Educational, recreational and social activities for the youth.
November		Educational, recreational and social activities for the youth.
December		Educational, recreational and social activities for the youth.
January		Educational, recreational and social activities for the youth.
February		Educational, recreational and social activities for the youth.
March		Educational, recreational and social activities for the youth.
April		Educational, recreational and social activities for the youth.
May		Educational, recreational and social activities for the youth.
Total for the Year:	**180**	

Note: The number of unduplicated (individual) beneficiaries to be served should be counted only **once** per year.

Exhibit D
RECORDS & REPORTS

REPORTS

A **Monthly Performance Report (Exhibit D - Activity Report)** must be submitted with each request for payment on or before the 15th of each month. Each activity report must include the following information:

- **Type of expenditures utilizing CDBG funds, type of service(s) provided and how the service met one of the HUD national objectives:**
  - Benefit to Low and Moderate Income Persons
  - Provides Decent Affordable Housing
  - Creates Economic Opportunities
- **Number of persons assisted with New Access to service**
- **Number of persons assisted with Improved Access to service**
- **Number of low-mod beneficiaries served**
- **Ethnic Data**
- **Number of persons served living with a disability**
- **Number of female head of households served**
- **Income levels of persons or households with the categories of extremely low, low to moderate and non-low income.**
- **Type of Outcome:**
  - **Availability/Accessibility.** Description of how services were made available or accessible to low and moderate income people, including persons with disabilities.
  - **Affordability.** How grant funds made the service affordable to low and moderate income people. It can include the creation or maintenance of affordable housing, basic infrastructure hook-ups, or services such as transportation or day care.
  - **Sustainability: Promoting Livable or Viable Communities.** This outcome applies to projects where the activity or activities are aimed at improving communities or neighborhoods, helping to make them livable or viable by providing benefit to persons of low and moderate income or by removing or eliminating slums or blighted areas, through multiple activities or services that sustain communities or neighborhoods.
- **Other significant information** (such as special events, fundraisers, award ceremonies, etc.)
  - Agency agrees to provide Entity with summaries of any events, fundraisers, and/or ceremonies held and provide photos of such events prior to the end date of the Agreement.

RECORDS

All records pertaining to each fiscal year of CDBG funds must be retained, from the date of submission of the COUNTY's Consolidated Annual Performance and Evaluation Report (CAPER) in which the specific activity is reported for the last time, unless there is litigation, claims, audit, negotiation, or other actions involving the records, which has started before expiration of the 4-year period. In such cases, the records must be retained until completion of the action and resolution of all issues which arise from it or the end of the regular 4-year period, whichever is longer, except as provided below:

- Written agreements must be retained for four (4) years after the agreement terminates.
- If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required period, whichever is later.
- In the event more than one exception applies to a particular record, the largest retention period shall apply to such record.

(a) Beneficiary Files

Subrecipient must maintain individual beneficiary files served utilizing CDBG funds. Such files must contain the following:

- Membership/registration Application
- Original Program Application (UCP self certification form)
- Physical address of residence

(b) Program Files

Subrecipient must maintain program files related to the Urban County Program CDBG award. Such files must contain the following:

- CDBG funding proposal letter to city and/or precinct
- Urban County Program Subrecipient Questionnaire, exhibits and supporting documentation
- Subrecipient Agreement
- Correspondence to and from Urban County
- Expenditure Reports
- Copies of reimbursement requests
- Monthly Performance Reports
- If applicable, fixed asset inventory list

(c) Financial Records

Subrecipient must maintain proper financial records.

(d) Program Income

Subrecipient must report program income earned, retained and expended to the Urban County Program that was generated by the use of the CDBG award.

Exhibit E
REQUEST FOR PAYMENTS

1. Subrecipient must submit **monthly** reimbursement requests as approved on the Schedule of Payment hereto attached as Exhibit B-2 (the "Schedule of Payment") **due on or before the 15th of each month.**

2. Subrecipient must inform Urban County in writing if the reimbursement request and/or monthly performance report will not be submitted by the due date.

3. Request for reimbursements that are submitted after the last working day of the month will be returned unpaid if the subrecipient did not comply with Request for Payments (2) hereto attached as Exhibit E (the "Request for Payments").

4. Urban County Program will return incorrect and/or incomplete reimbursement requests to the subrecipient as soon as possible in order for corrections to be made.

5. Subrecipient must submit the corrections and/or pending documentation no later than 10 days from notification by UCP.

6. Subrecipient must submit May's reimbursement request and monthly performance report to the Urban County Program on or before June 15th.

7. May expenditures (equipment / supplies) must be invoiced and paid by May 31st to be eligible for reimbursement.

8. Subrecipient must submit all required documentation as stated on the UCP Reimbursement Checklist.

9. Should the Subrecipient fail to comply with timely submittals of monthly reimbursement requests and/or performance reports, the Urban County Program shall consider termination of the Subrecipient Agreement as per Section X "Suspension and Termination".

10. Subrecipient must submit a copy of the monthly reimbursement request and performance reports to the respective City and/or Precinct providing CDBG funds to the organization. Failure to submit copies may require pre-approval of the City and/or Precinct prior to Urban County processing the reimbursement request.

11. All reimbursement requests and reports submitted to Urban County must be originals signed with blue ink.

12. As per Section IV of this Agreement, the Urban County Program Monitoring Division will conduct on-site monitoring visits to ensure compliance with applicable Federal requirements and performance goals are being met.

13. Reimbursement requests are processed by Urban County on a first come first serve basis.

14. Payments to Subrecipients will only be mailed. Checks will not be allowed for pickup.

15. Checks are mailed eleven (11) days from the date the reimbursement request is submitted to the finance division, only after all documentation is reviewed, corrections are made, and all documentation is in order.

AI-17269 **14.B.**

Water/Sewer Improvements project - City of Edcouch

CC REGULAR

Date:	09/08/2009
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a)(4) for professional engineering services in connection with Hidalgo County Urban County Program Year 20 (2007) and Year 21 (2008) for the City of Edcouch - Water & Sewer Improvement Project.

2. Presentation of the scoring grid of at least three (3) engineering firms from the County's approved "pool" as graded and evaluated by the City of Edcouch, Urban County Program and Hidalgo County Purchasing Department for the purposes of ranking by CC in connection with an Urban County Program Water & Sewer Project in the City of Edcouch.

3. Authority to negotiate a professional engineering service contract with the No. 1 ranked firm of _____ for the provision of engineering services for an Urban County Program – City of Edcouch Water & Sewer Improvement project.

BACKGROUND

The City of Edcouch, Urban County Program and Hidalgo County Purchasing Department have evaluated and graded three engineering firms from the County's approved "pool". J.E. Saenz & Associates, Inc., Guzman & Muñoz Engineering & Surveying, Inc. and S & B Infrastructure were the three firms. The Water and Sewer Improvements Project includes the improvements to the water standpipe. Attached is the letter of recommendation from the City of Edcouch and the Grading grid for your review.

Funds Available: $ 108,082.71

Fiscal Impact

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

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

BUDGETARY IMPACT:

Urban County funds will be used for this project.

Attachments

Link: improvement project grid

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/02/2009 11:30 AM	APRV
2	Perla Lopez	Perla Lopez	09/02/2009 01:51 PM	APRV
3	Auditor's Office		09/04/2009 05:31 PM	NEW

Form Started By: Estella Webber Started On: 09/02/2009 10:24 AM

Final Approval Date: 09/04/2009

City of Edcouch
Engineering Services
Water & Sewer Improvements (Stand Pipe)
Year 20 (2007) and Year 21 (2008)
Grading-Ranking Grid

Criteria	J.E. Saenz & Associates, Inc.			Guzman & Munoz Engineering & Surveying, Inc.			S & B Infrastructure		
	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3
Professional Qualifications of Team	15	20	24	20	17	20	20	20	20
Experience of Project Team	23	24	24	20	22	24	13	24	25
Experience/ Availability of Project Manager	20	20	19	20	19	19	20	15	17
Understanding of Project	25	25	18	25	22	25	25	25	25
Familiarity with Applicable Rules & Regulations	10	10	10	10	10	10	10	10	10
TOTALS	93	99	95	95	90	98	88	94	97
AVERAGES	287÷3=96			283÷3=94			279÷3=93		
RATING	1			2			3		

Grader #1 Eddy Gonzalez

Grader #2 Antonio Barco, Compliance Division Manager (UCP)

Grader #3 Oscar Garza, Procurement Specialist

CITY OF EDCOUCH

Robert S. Schmalzried - Mayor
Melody S. Galvan - Mayor Pro-tem
Noe Garcia Jr. – Alderman PL 2
Ruth Ruiz – Alderwoman PL 3
Guadalupe Garcia – Alderwoman PL 4
Eduardo Gonzalez – Alderman PL 5
Delmira Olivarez – City Manager

July 16, 2009

Monica Leal
Urban County

Ms. Leal,

On Thursday, July 09, 2009 the City of Edcouch held a special meeting in which its board members completed the Statement of Qualification Scoring/Evaluation Sheet for the Engineering services for the Standpipe Project.

At such meeting the Board of Aldermen for the City of Edcouch also selected J. E. Saenz and associates as the Project Engineer for having the highest rating.

Enclosed you have the City of Edcouch evaluation sheets and the Engineering request for qualification packets.

If you have any questions feel free to contact me at (956) 262-2140.

Thank you,

Nancy Sanchez
For:
Delmira Olivarez, City Manager

AUG 25 2009

JUL 21 2009

City of Edcouch – P.O. Box 100, 211 W. Southern St. Edcouch TX 78538 – Phone (956) 262-2140 – Fax (956) 262-2920

HIDALGO COUNTY STATEMENT OF QUALIFICATION
SCORING/EVALUATION SHEET
ENGINEERING/ARCHITECTURAL SERVICES

Project Description: City of Edcouch- Water & Sewer Improvements

Department: Hidalgo County Urban County Program

Name of Firm: J.E. Saenz & Associates, Inc.

Date of Evaluation: August 24, 2009

Evaluator's Name: Oscar Garza, Procurement Specialist

Selection Criteria	**Point**	**Score**
1. Professional Qualifications of Team	**20**	**15**

Comments/Rationale for Points: Professional outfit with wide range of experience with various projects; however Qualifications reflect strengths on Civil and Highway; however has team on board able to complete proposed project under Firm Qualifications

2. Experience of Project Team	**25**	**23**

***Note* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**

Comments/Rationale for Points: Well recommended by various entities where firm has been involved with and reviews were commendable

3. Experience/Availability of Project Manager	**20**	**20**

Comments/Rationale for Points: Well experience in the field & profession; as reflected on Firm Qualifications

4. Understanding of Project	**25**	**25**

Comments/Rationale for Points: No concerns on understanding project

5. Familiarity with Applicable Rules and Regulations	**10**	**10**

Comments/Rationale for Points: Knowledgeable with Rules & Regulations

AUG 25

Total Score	**93**

HIDALGO COUNTY STATEMENT OF QUALIFICATION
SCORING/EVALUATION SHEET
ENGINEERING/ARCHITECTURAL SERVICES

Project Description: Water/Sewer Improvements

Department: City of Edcouch

Name of Firm: J. E. Saenz & Associates, Inc.

Date of Evaluation: 07/09/09

Evaluator's Name: Eddy González

Selection Criteria	Point	Score
1. Professional Qualifications of Team	20	20

Comments/Rationale for Points: J. E. Saenz + Asso. have extensive experience (20yrs). Work has consisted primarily on Water, Sewer and Streets.

2. Experience of Project Team	25	24

***Note* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**

Comments/Rationale for Points: J. E. Saen + Asso. has a team who have worked together for many years, they have ~~detail~~ developed many projects successfully.

3. Experience/Availability of Project Manager	20	20

Comments/Rationale for Points: One of many positive trademarks of J. E. Saenz is the availability of staff when called upon for assistance.

4. Understanding of Project	25	25

Comments/Rationale for Points: J. E. Saenz should have no problem understanding this Project because their vast experience has been engineering this types of projects

5. Familiarity with Applicable Rules and Regulations	10	10

Comments/Rationale for Points: Should have, no problems understanding and applying Rules/regulations that pertain to this Project.

Total Score 99

HIDALGO COUNTY STATEMENT OF QUALIFICATION
SCORING/EVALUATION SHEET
ENGINEERING/ARCHITECTURAL & TESTING SERVICES

Project Description: Water/Sewer Improvements

Department: Urban County Program

Name of Firm: J.E. Saenz & Associates

Date of Evaluation: July 22, 2009

Evaluator's Name: ANTONIO BARCO - UCP

Selection Criteria	Point	Score
1. Professional Qualifications of Team	20	24

Comments/Rationale for Points: members of Team are qualified and have extensive knowledge

2. Experience of Project Team	25	24

***Note* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**

Comments/Rationale for Points: Team has vast experience in Deloping and managed this kind of projects.

3. Experience/Availability of Project Manager	20	19

Comments/Rationale for Points: Highly experienced and should not have many problems availing themselves for this project

4. Understanding of Project	25	18

Comments/Rationale for Points: Should be able to understand the project

5. Familiarity with Applicable Rules and Regulations	10	10

Comments/Rationale for Points: Should be familiar with Rules and Regulations as they pertain to this project.

Total Score 95

HIDALGO COUNTY STATEMENT OF QUALIFICATION
SCORING/EVALUATION SHEET
ENGINEERING/ARCHITECTURAL SERVICES

Project Description: City of Edcouch- Water & Sewer Improvements

Department: Hidalgo County Urban County Program

Name of Firm: Guzman & Muñoz Engineering & Surveying, Inc.

Date of Evaluation: August 24, 2009

Evaluator's Name: Oscar Garza, Procurement Specialist

Selection Criteria	**Point**	**Score**
1. Professional Qualifications of Team	**20**	**20**

Comments/Rationale for Points: Qualifications of Team are commendable; and qualifications include Civil, Structural, MEP and Highway. Firm has provided references with experience on proposed project.

2. Experience of Project Team	**25**	**20**

***Note* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**

Comments/Rationale for Points: Recommendations received were fair and favorable as provided by Mayor Joel Quintanilla-City of Merecedes and Janie Alvarez from TCDP Wastewater Improvements Project.

3. Experience/Availability of Project Manager	**20**	**20**

Comments/Rationale for Points: Experienced and always accessible; SOQ has various references provided

4. Understanding of Project	**25**	**25**

Comments/Rationale for Points: Knowledgeable with related projects

5. Familiarity with Applicable Rules and Regulations	**10**	**10**

Comments/Rationale for Points: Understands Rules & Regulations

25

Total Score **95**

HIDALGO COUNTY STATEMENT OF QUALIFICATION
SCORING/EVALUATION SHEET
ENGINEERING/ARCHITECTURAL SERVICES

Project Description: Water/Sewer Improvements

Department: City of Edcouch (Water Dept.)

Name of Firm: Guzman & Munoz Engineering Inc.

Date of Evaluation: 07/09/09

Evaluator's Name: Eddy Gonzalez

Selection Criteria	Point	Score
1. Professional Qualifications of Team	20	19

Comments/Rationale for Points: Good qualifications, should be able to engineer this project.

2. Experience of Project Team	25	22

***Note* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**

Comments/Rationale for Points: Small firm, but, qualified to undertake this type of Project.

3. Experience/Availability of Project Manager	20	19

Comments/Rationale for Points: Has the experience to undertake this Project. and should be able to avail themselves as need arises.

4. Understanding of Project	25	22

Comments/Rationale for Points: Should have no problems in understanding how to engineer this water project.

5. Familiarity with Applicable Rules and Regulations	10	10

Comments/Rationale for Points: Firm is familiar with the Rules/Regulations as they apply to this Water Project.

Total Score 90

HIDALGO COUNTY STATEMENT OF QUALIFICATION
SCORING/EVALUATION SHEET
ENGINEERING/ARCHITECTURAL & TESTING SERVICES

Project Description: Water/Sewer Improvements

Department: Urban County Program

Name of Firm: Guzman & Muñoz Engineers

Date of Evaluation: July 22, 2009

Evaluator's Name: Antonio Barco - UCP

Selection Criteria	Point	Score
1. Professional Qualifications of Team	20	20

Comments/Rationale for Points: Team is highly qualified in this type of project

2. Experience of Project Team	25	24

***Note* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**

Comments/Rationale for Points: Team has VAST experience and knowledge

3. Experience/Availability of Project Manager	20	19

Comments/Rationale for Points: Project manager should be ReadiLy Available. Has completed other projects in the area and very familiar with the

4. Understanding of Project	25	25

Comments/Rationale for Points: Much of the work completed by J.E. Saenz in the area has dealt with water and sewer projects.

5. Familiarity with Applicable Rules and Regulations	10	10

Comments/Rationale for Points: Very familiar with Rules and Regulations as they pertain to water projects

Total Score 98

HIDALGO COUNTY STATEMENT OF QUALIFICATION
SCORING/EVALUATION SHEET
ENGINEERING/ARCHITECTURAL SERVICES

Project Description: City of Edcouch- 2008 Street Improvements

Department: Hidalgo County Urban County Program

Name of Firm: S&B Infrastructure

Date of Evaluation: August 24, 2009

Evaluator's Name: Oscar Garza, Procurement Specialist

Selection Criteria	**Point**	**Score**
1. Professional Qualifications of Team	**20**	**20**

Comments/Rationale for Points: As per SOQ Firm has qualifications on Civil, Structural, MEP,Mechanical; Evnvironmental, Electrical and Highway; stability of firm is very impressive and shows good references to accomplish proposed project.

2. Experience of Project Team	**25**	**13**

***Note* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**

Comments/Rationale for Points: References include FEMA Drainage District No.1 Re-Evaluation for Hidalgo County; as per Drainage District project is slow; project not being handled in a timely manner;Reference Starr County Appraisal District Automated Mapping System as per Luis Rios Asst. Chief Appraisar recommendations are favorable with good reviews for S&B Infrastructure

3. Experience/Availability of Project Manager	**20**	**20**

Comments/Rationale for Points: Has several qualified project managers in place specializing in water & sewer projects ranging to approximately 68 yrs of experience.

4. Understanding of Project	**25**	**25**

Comments/Rationale for Points: SOQ clearly demonstrate strong capacities in understanding of project and project management.

5. Familiarity with Applicable Rules and Regulations	**10**	**10**

Comments/Rationale for Points: SOQ identifies qualifications and capabilities of Rules & Regulations

Total Score **88**

HIDALGO COUNTY STATEMENT OF QUALIFICATION
SCORING/EVALUATION SHEET
ENGINEERING/ARCHITECTURAL SERVICES

Project Description: Wate/Sewer Improvements

Department: City of Edcouch (Water Dept.)

Name of Firm: S+B Infrastructure LTD.

Date of Evaluation: 07/09/09

Evaluator's Name: Eddy González

Selection Criteria	**Point**	**Score**
1. Professional Qualifications of Team	20	20

Comments/Rationale for Points: Highly qualified team with extensive experience.

2. Experience of Project Team	25	24

***Note* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**

Comments/Rationale for Points: Vast experience in a variety of engineering projects. - Highly qualified

3. Experience/Availability of Project Manager	20	15

Comments/Rationale for Points: lots of experience. The draw back for this project might be the size of this particular project. May not prioritize and will give preference to larger projects

4. Understanding of Project	25	25

Comments/Rationale for Points: Should have no difficulty in understanding how to engineer this water projects

5. Familiarity with Applicable Rules and Regulations	10	10

Comments/Rationale for Points: Should have no difficulty in understanding Rules/Regulations as they apply to this project.

Total Score 94

HIDALGO COUNTY STATEMENT OF QUALIFICATION
SCORING/EVALUATION SHEET
ENGINEERING/ARCHITECTURAL & TESTING SERVICES

Project Description: Water/Sewer Improvements

Department: Urban County Program

Name of Firm: S & B Infrastructure

Date of Evaluation: July 22, 2009

Evaluator's Name: ANTONIO BARCO - UCP

Selection Criteria	Point	Score
1. Professional Qualifications of Team	20	20

Comments/Rationale for Points: High Qualified in all Facets of Engineering

2. Experience of Project Team	25	25

***Note* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**

Comments/Rationale for Points: Have completed an unsurmountable Amount of projects

3. Experience/Availability of Project Manager	20	17

Comments/Rationale for Points: Many years of experience but because of so many projects to develop and manage might not be to available to oversee a small project

4. Understanding of Project	25	25

Comments/Rationale for Points: Should not encounter any situation that they cannot overcome - highly qualified personnel

5. Familiarity with Applicable Rules and Regulations	10	10

Comments/Rationale for Points: Very knowledgable of Rules and Regulations because of the vast experience

Total Score 97

AI-17266 **14.C.**

Street Improvements project - Pct. # 4

CC REGULAR

Date:	09/08/2009
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Urban County Program for Precinct No. 4 is requesting consideration and action to award and enter into Construction Contract with Metro Electric, Inc. (lowest bidder meeting all specifications and/or requirements) for the Big 5 Subdivision Street Improvements Solar Light Project located in Precinct 4 in the amount of $19,273.00 utilizing Year 21 (2008) street improvement funds. The project consists of the installation of four (4) solar lights in the subdivision.

BACKGROUND

Precinct No. 4 has requested and received bids for the street improvements (solar lights). TEDSI Infrastructure Group prepared specification packages and bids were received and opened at the Hidalgo County – Purchasing Department on August 5, 2009. After review the project engineer recommended Metro Electric, Inc., as the lowest of two (2) bidders. (See attached recommendation letter from the TEDSI Infrastructure Group, and copy of bid tabulations.)

Contractor: Metro Electric, Inc.
Contract Amount: $ 19,273.00
Funds Available: $ 322,300.00 Year 21 (2008) Precinct No. 4 - Street Improvements

Fiscal Impact

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

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

BUDGETARY IMPACT:

Urban County will utilize Year 21 (2008) Precinct No. 4 - Street Improvement Funds for this project.

Contract Amount: $ 19,273.00
Funds Available: $ 322,300.00 Year 21 (2008)

Attachments

Link: solar project bids

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/02/2009 11:29 AM	APRV
2	Perla Lopez	Perla Lopez	09/02/2009 01:22 PM	APRV
3	Auditor's Office		09/04/2009 05:31 PM	NEW

Form Started By: Estella Webber Started On: 09/02/2009 10:01 AM

Final Approval Date: 09/04/2009

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY – URBAN COUNTY PROGRAM

BID OPENING DATE: AUGUST 05, 2009 | **BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: "Precinct No. 4 – Street Improvements – Big 5 Solar Light Project

BID NO: 5008-34-0311-5000-9400-UCP-ML2 | **PROCUREMENT SPECIALIST:**

BID # RFB#	NAME OF COMPANY	ALTERNATE PRICE	TOTAL PRICE	BID BOND OR CHECK INCLUDED
#1	Metro Electric Inc. McAllen, Texas	NONE SUBMITTED	$19, 273.00	BID BOND INCLUDED
#2	Sol Technologies LLC Weslaco, Texas	$29,957.00	$35,457.00	NONE INCLUDED
#3				
#4				
#5				
#6				
#7				
#8				
#9				
#10				

***Typed as read at bid opening, not verified/calculated.**

TEDSI INFRASTRUCTURE GROUP

Consulting Engineers
1201 E. Expressway 83 ♦ Mission, Texas 78572

August 7, 2009

Monica Leal
Hidalgo County Urban County Program
UCP Coordinator
1916 Tesoro Blvd
Pharr, Texas 78577

Re: *Hidalgo County - Urban County Program "Precinct No. 4 - Street Imp - Big 5 Solar Light Project" Bid No.: 5008-94-0311-5000-9400-UCP-ML2,* ***Bid Award Recommendation***

Dear Ms. Leal:

TEDSI Infrastructure Group has reviewed the Bids for the above referenced project opened on Wednesday, August 5, 2009 at the appointed time of 9:30 a.m. in the Hidalgo County Purchasing Department Conference Room at **Physical Location: 2802 S. Business Hwy 281, Hidalgo County New Administration Building, Edinburg, Texas 78539.**

Two bids were submitted and received by the Hidalgo County Urban County Program before the submittal deadline of 9:30 a.m. on August 5, 2009. **Sol Technologies LLC** submitted a bid with a total of **$35,457.00**, with an alternate bid of **$29,957.00**. **Metro Electric, Inc.** submitted a bid with a total of **$19,273.00**, with no alternate bid.

The bid submitted by **Sol Technologies LLC** accounted for R.O.W. surveying. While necessary to complete the project, R.O.W. surveying was **not** listed as a required bid item in the bid package. Additionally, the bid submitted by **Sol Technologies LLC** was missing the required bid security as stated in the official Invitation to Bidders, thus disqualifying the bid entirely. As a result, TEDSI Infrastructure Group recommends that the Hidalgo County Urban County Program considers and accepts the low bid submitted by **Metro Electric, Inc.** and prepare to enter into a binding contract with them to perform the work for this Project.

Enclosed is a Tabulation of Bids illustrating the bids submitted on this Project by the contractors.

We appreciate the opportunity to serve the Hidalgo County Urban County Program. Should there be any questions or concerns, please do not hesitate to contact us.

Sincerely,

TEDSI Infrastructure Group
Jason M. Adams
FOR
Jose A. Sanchez, P.E.
Project Manager

Enclosures: As Stated

BID TABULATION

Hidalgo County Precinct No.4 *Hidalgo County – Urban County Program "Precinct No. 4 - Street Imp - Big 5 Solar Light Project"* *Bid No.: 5008-94-0311-5000-9400-UCP-ML2*				
ITEM	DESCRIPTION	UNIT	METRO ELECTRIC INC. Bid Amount	SOL TECHNOLOGIES LLC Bid Amount
1	Installation of 4 wooden poles (Class 5) and 4 Solar Outdoor Light Fixtures complete in place including all labor and materials per plans and specifications	EA	$19,273.00	$35,457.00

COUNTY of HIDALGO

Oscar L. Garza, Jr.
County Commissioner, Pct. 4
1051 N. Doolittle Rd.
Edinburg, TX 78541
Office: (956)383-3112

EDINBURG, TEXAS 78539

August 25, 2009

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

Re: Year 21 (Solar Powered Roadway Lighting / Colonia Big 5)

Dear Diana:

We have reviewed the bid packages from the two bidders, ***Metro Electric, Inc.*** *and* ***Sol Technologies LLC****, for the above mentioned project.*

It has been concluded that ***Metro Electric, Inc.*** *is the lowest bidder. We therefore concur with the project engineer, TEDSI Infrastructure Group, that the contract be awarded to* ***Metro Electric, Inc.***

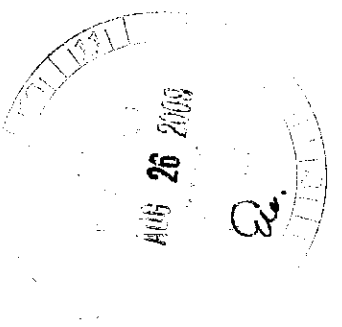
Please prepare item for presentation on the next available Commissioners' Court meeting.

Should you require additional information feel free to contact me at (956)383-3112.

Sincerely,

Gloria A. Beltran

Gloria Ann Beltran
Precinct #4 Executive Assistant



AI-17293 **15.A.**

Presentation of Permanent Peace Officer License

CC REGULAR

Date:	09/08/2009
Submitted By:	Blanca Sanchez, CONSTABLE PCT. #1
Submitted For:	Blanca Sanchez
Department:	CONSTABLE PCT. #1
Agenda Category:	Constables
Purchasing only:	Constables

Information

CAPTION

Constable Pct. #1:
Presentation of permanent Texas Peace Officer License issued by the Texas Commission of Law Enforcement Standards and Education to Constable, Celestino Avila, Jr. in accordance with Section 86.0021 sub-section B, Texas Local Government Code.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary impact. rc

Attachments

Link: backup

Link: backup

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/03/2009 08:32 AM	APRV
2	Rosalinda Cantu	Rosie Cantu	09/03/2009 02:46 PM	APRV
3	Auditor's Office		09/04/2009 05:31 PM	NEW

Form Started By: Blanca Sanchez — Started On: 09/02/2009 04:00 PM

Final Approval Date: 09/04/2009

Texas Local Government Code - Section 86.0021. Qualifications; Removal - Texas Attor...

§ 86.0021. QUALIFICATIONS; REMOVAL. (a) A person is not eligible to serve as constable unless:

(1) the person is eligible to be licensed under Sections 1701.309 and 1701.312, Occupations Code, and:

(A) has at least an associate's degree conferred by an institution of higher education accredited by an accrediting organization recognized by the Texas Higher Education Coordinating Board;

(B) is a special investigator under Article 2.122(a), Code of Criminal Procedure; or

(C) is an honorably retired peace officer or honorably retired federal criminal investigator who holds a certificate of proficiency issued under Section 1701.357, Occupations Code; or

(2) the person is an active or inactive licensed peace officer under Chapter 1701, Occupations Code.

(b) On or before the 270th day after the date a constable takes office, the constable shall provide, to the commissioners court of the county in which the constable serves, evidence that the constable has been issued a permanent peace officer license under Chapter 1701, Occupations Code. A constable who fails to provide evidence of licensure under this subsection or who fails to maintain a permanent license while serving in office forfeits the office and is subject to removal in a quo warranto proceeding under Chapter 66, Civil Practice and Remedies Code.

(c) The license requirement of Subsection (b) supersedes the license requirement of Section 1701.302, Occupations Code.

Added by Acts 1997, 75th Leg., ch. 884, § 3, eff. Jan. 1, 1998. Amended by Acts 1999, 76th Leg., ch. 877, § 1, eff. Aug. 30, 1999; Acts 2001, 77th Leg., ch. 1420, § 14.821, eff. Sept. 1, 2001; Acts 2005, 79th Leg., ch. 954, § 1, eff. June 18, 2005.

Section: Previous 85.005 85.006 85.021 85.022 85.023 86.001 86.002 86.0021 86.003 86.011 86.012 86.021 86.022 86.023 86.024 Next

Last modified: August 10, 2007

HIDALGO COUNTY
BUDGET OFFICE
2009 SEP 3 PM 2 12

Texas Commission On Law Enforcement Officer Standards And Education

Full Department Status (preliminary)

Department HIDALGO CO. CONST. PCT. 1 (215101)

Name	TCLEOSE ID (P ID)
CELESTINO AVILA JR	41743

Citizen	Race	Gender	Federal ID	State ID
Yes	Hispanic	Male		09147641

2009 SEP 3 PM 2 12
HIDALGO COUNTY
BUDGET OFFICE

Education Information

Institution	Hours	Education
	0	High School
Total Hours	0	
Total Training Hours	0	

Service History

Appointed As	Department	Award	Service Start Date	Service End Date	Service Time
Constable	HIDALGO CO. CONST. PCT. 1	Peace Officer License	1/1/2005		4 years, 7 months
Regular Peace Officer	DONNA I.S.D. POLICE DEPARTMENT	Peace Officer License	10/4/2002	6/1/2005	2 years, 8 months
Regular Peace Officer	WESLACO I.S.D. POLICE DEPT.	Peace Officer License	9/17/2001	10/3/2002	1 years, 1 months
Regular Peace Officer	SAN JUAN POLICE DEPT.	Peace Officer License	6/5/1989	7/23/1991	2 years, 2 months

Total Service Time

Description	Service Time
Constable	4 years, 7 months
Regular Peace Officer	5 years, 11 months
Total officer time	10 years, 1 months

Award Information

Award	Type	Action	Action Date
Peace Officer License	License		
		Granted	6/15/1989
Basic Peace Officer	Certificate		
		Certification Issued	6/1/1989
Intermediate Peace Officer	Certificate		
		Certification Issued	5/18/2007
Advanced Peace Officer	Certificate		
		Certification Issued	6/24/2009

RICK PERRY
GOVERNOR

DAVID DEWHURST
LIEUTENANT GOVERNOR

Texas Commission on Law Enforcement Officer Standards and Education

HIDALGO COUNTY
BUDGET OFFICE
2009 SEP 3 PM 2 12

Hereby Awards The Certification

of

Advanced Peace Officer

to

CELESTINO AVILA JR

as provided for in the laws of the State of Texas and the rules of the Commission

CHARLES HALL
PRESIDING OFFICER

June 24, 2009

TIMOTHY A. BRAATEN
EXECUTIVE DIRECTOR

Texas Local Government Code - Section 86.0021. Qualifications; Removal - Texas Attor...

§ 86.0021. QUALIFICATIONS; REMOVAL. (a) A person is not eligible to serve as constable unless:

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(B) is a special investigator under Article 2.122(a), Code of Criminal Procedure; or

(C) is an honorably retired peace officer or honorably retired federal criminal investigator who holds a certificate of proficiency issued under Section 1701.357, Occupations Code; or

(2) the person is an active or inactive licensed peace officer under Chapter 1701, Occupations Code.

(b) On or before the 270th day after the date a constable takes office, the constable shall provide, to the commissioners court of the county in which the constable serves, evidence that the constable has been issued a permanent peace officer license under Chapter 1701, Occupations Code. A constable who fails to provide evidence of licensure under this subsection or who fails to maintain a permanent license while serving in office forfeits the office and is subject to removal in a quo warranto proceeding under Chapter 66, Civil Practice and Remedies Code.

(c) The license requirement of Subsection (b) supersedes the license requirement of Section 1701.302, Occupations Code.

Added by Acts 1997, 75th Leg., ch. 884, § 3, eff. Jan. 1, 1998. Amended by Acts 1999, 76th Leg., ch. 877, § 1, eff. Aug. 30, 1999; Acts 2001, 77th Leg., ch. 1420, § 14.821, eff. Sept. 1, 2001; Acts 2005, 79th Leg., ch. 954, § 1, eff. June 18, 2005.

Section: Previous 85.005 85.006 85.021 85.022 85.023 86.001 86.002 86.0021 86.003 86.011 86.012 86.021 86.022 86.023 86.024 Next

Last modified: August 10, 2007

HIDALGO COUNTY
BUDGET OFFICE
2009 SEP 3 PM 2 12

Texas Commission On Law Enforcement Officer Standards And Education

Full Department Status (preliminary)

Department HIDALGO CO. CONST. PCT. 1 (215101)

Name	TCLEOSE ID (P ID)
CELESTINO AVILA JR	41743

Citizen	Race	Gender	Federal ID	State ID
Yes	Hispanic	Male		09147641

2009 SEP 3 PM 2 12
HIDALGO COUNTY
BUDGET OFFICE

Education Information

Institution	Hours	Education
	0	High School
Total Hours	0	
Total Training Hours	0	

Service History

Appointed As	Department	Award	Service Start Date	Service End Date	Service Time
Constable	HIDALGO CO. CONST. PCT. 1	Peace Officer License	1/1/2005		4 years, 7 months
Regular Peace Officer	DONNA I.S.D. POLICE DEPARTMENT	Peace Officer License	10/4/2002	6/1/2005	2 years, 8 months
Regular Peace Officer	WESLACO I.S.D. POLICE DEPT.	Peace Officer License	9/17/2001	10/3/2002	1 years, 1 months
Regular Peace Officer	SAN JUAN POLICE DEPT.	Peace Officer License	6/5/1989	7/23/1991	2 years, 2 months

Total Service Time

Description	Service Time
Constable	4 years, 7 months
Regular Peace Officer	5 years, 11 months
Total officer time	10 years, 1 months

Award Information

Award	Type	Action	Action Date
Peace Officer License	License		
		Granted	6/15/1989
Basic Peace Officer	Certificate		
		Certification Issued	6/1/1989
Intermediate Peace Officer	Certificate		
		Certification Issued	5/18/2007
Advanced Peace Officer	Certificate		
		Certification Issued	6/24/2009

RICK PERRY
GOVERNOR

DAVID DEWHURST
LIEUTENANT GOVERNOR

Texas Commission on Law Enforcement Officer Standards and Education

HIDALGO COUNTY
BUDGET OFFICE
2009 SEP 3 PM 2 12

Hereby Awards The Certification

of

Advanced Peace Officer

to

CELESTINO AVILA JR

as provided for in the laws of the State of Texas and the rules of the Commission

CHARLES HALL
PRESIDING OFFICER

June 24, 2009

TIMOTHY A. BRAATEN
EXECUTIVE DIRECTOR

AI-17321 **15.B.**

Presentation of Permanent Peace Officer License

CC REGULAR

Date:	09/08/2009
Submitted By:	Rosie Cantu, BUDGET & MANAGEMENT
Submitted For:	Constable Precinct No. 2
Department:	BUDGET & MANAGEMENT
Agenda Category:	Constables

Information

CAPTION

Constable Pct. #2:
Presentation of permanent Texas Peace Officer License issued by the Texas Commission of Law Enforcement Standards and Education to Constable, Jesus Gilberto Alaniz, in accordance with Section 86.0021 sub-section B, Texas Local Government Code.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary impact. rc

Attachments

Link: backup

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/03/2009 03:04 PM	APRV
2	Sylvia Solis	Sylvia Solis	09/04/2009 11:01 AM	APRV
3	Auditor's Office		09/04/2009 05:31 PM	NEW

Form Started By: Rosie Cantu — Started On: 09/03/2009 02:27 PM

Final Approval Date: 09/04/2009

Texas Local Government Code - Section 86.0021. Qualifications; Removal - Texas Attor...

§ 86.0021. QUALIFICATIONS; REMOVAL. (a) A person is not eligible to serve as constable unless:

(1) the person is eligible to be licensed under Sections 1701.309 and 1701.312, Occupations Code, and:

(A) has at least an associate's degree conferred by an institution of higher education accredited by an accrediting organization recognized by the Texas Higher Education Coordinating Board;

(B) is a special investigator under Article 2.122(a), Code of Criminal Procedure; or

(C) is an honorably retired peace officer or honorably retired federal criminal investigator who holds a certificate of proficiency issued under Section 1701.357, Occupations Code; or

(2) the person is an active or inactive licensed peace officer under Chapter 1701, Occupations Code.

(b) On or before the 270th day after the date a constable takes office, the constable shall provide, to the commissioners court of the county in which the constable serves, evidence that the constable has been issued a permanent peace officer license under Chapter 1701, Occupations Code. A constable who fails to provide evidence of licensure under this subsection or who fails to maintain a permanent license while serving in office forfeits the office and is subject to removal in a quo warranto proceeding under Chapter 66, Civil Practice and Remedies Code.

(c) The license requirement of Subsection (b) supersedes the license requirement of Section 1701.302, Occupations Code.

Added by Acts 1997, 75th Leg., ch. 884, § 3, eff. Jan. 1, 1998. Amended by Acts 1999, 76th Leg., ch. 877, § 1, eff. Aug. 30, 1999; Acts 2001, 77th Leg., ch. 1420, § 14.821, eff. Sept. 1, 2001; Acts 2005, 79th Leg., ch. 954, § 1, eff. June 18, 2005.

Section: Previous 85.005 85.006 85.021 85.022 85.023 86.001 86.002 86.0021 86.003 86.011 86.012 86.021 86.022 86.023 86.024 Next

Last modified: August 10, 2007

Texas Commission On Law Enforcement Officer Standards And Education

Personal Information

Name	TCLEOSE ID (P ID)
JESUS G. ALANIZ	44897

Citizen	Race	Gender	Federal ID	State ID
Yes	White	Male		10411180

Education Information

Institution	Hours	Education
	0	High School
Total Hours	0	
Total Training Hours	0	

Service History

Appointed As	Department	Award	Service Start Date	Service End Date	Service Time
Constable	HIDALGO CO. CONST. PCT. 2	Peace Officer License	1/1/1993		16 years, 8 months
Regular Peace Officer	SAN JUAN POLICE DEPT.	Peace Officer License	5/1/1989	11/20/1992	3 years, 7 months
Regular Peace Officer	HIDALGO CO. SHERIFF'S OFFICE	Peace Officer License	12/15/1986	4/25/1989	2 years, 4 months
Regular Peace Officer	SAN JUAN POLICE DEPT.	Peace Officer License	8/15/1975	12/15/1979	4 years, 4 months

Total Service Time

Description	Service Time
Constable	16 years, 8 months
Regular Peace Officer	10 years, 2 months
Total officer time	26 years, 10 months

Award Information

Award	Type	Action	Action Date
Peace Officer License	License		
		Granted	9/1/1981
Basic Peace Officer	Certificate		
		Certification Issued	8/1/1976
Intermediate Peace Officer	Certificate		
		Certification Issued	6/1/1984
Advanced Peace Officer	Certificate		
		Certification Issued	11/1/1991
Master Peace Officer	Certificate		
		Certification Issued	10/27/2005

TEXAS COMMISSION ON LAW ENFORCEMENT OFFICER STANDARDS AND EDUCATION
6330 E. Highway 290, STE. 200
Austin, Texas 78723-1035
Phone: (512) 936-7700

DUPLICATE DOCUMENT REQUEST

Commission Rule §211.21

Non-refundable fee(s) money order or cashier's check must be included.

APPLICANT INFORMATION

1. TCLEOSE PID	2. Last Name	3. First Name	4. M.I.	5. Suffix (Jr., etc.)
44897	ALANIZ	JESUS	G	

6. Date of Birth	7. Home or Permanent Mailing Address	8. City	9. State	10. Zip Code
2-22-57	5617 N SUGAR RD	PHARR	TX	78577

11. Phone Number	12. TCLEOSE Agency Number	13. Agency Name
956-655-9588	215102	HIDALGO COUNTY

Requests for photo license/IDs must be submitted on a **Photo License Identification Application**. A duplicate license will not be issued if the license is inactive [§217.19(a)].

DUPLICATE LICENSES/CERTIFICATES

☐	5201	Peace Officer License (217.1(a)) (without photo)	$25.00
☐	5203	Jailer License (217.1(a)) (without photo)	$25.00
☐	5205	Public Security Officer License (217.1(a))	$25.00
☐	5210	Reserve Officer License (217.1(a))	$25.00
☐	5211	Temporary Jailer License (217.1(n))	$25.00
☐	5214	Master Jailer Proficiency Certificate (221.5(d))	$25.00
☐	5220	Endorsement (219.1(b))	$25.00
☐	5301	Basic Peace Officer Proficiency Certificate (221.3(a))	$25.00
☐	5302	Intermediate Peace Officer Proficiency Certificate (221.3(b))	$25.00
☐	5303	Advanced Peace Officer Proficiency Certificate (221.3(c))	$25.00
☑	5304	Master Peace Officer Proficiency Certificate (221.3(d))	$25.00
☐	5305	Basic Telecommunications Proficiency Certificate (221.13(a))	$25.00
☐	5307	Standardized Field Sobriety Testing Proficiency Certificate (221.9)	$25.00
☐	5309	Crime Prevention Inspector Proficiency Certificate (221.15)	$25.00
☐	5312	Basic Jailer Proficiency Certificate (221.5(a))	$25.00
☐	5313	Intermediate Jailer Proficiency Certificate (221.5(b))	$25.00
☐	5314	Advanced Jailer Proficiency Certificate (221.5(c))	$25.00
☐	5316	Mental Health Officer Proficiency Certificate (221.11)	$25.00
☐	5317	Firearms Instructor Proficiency Certificate (221.19)	$25.00
☐	5318	Firearms Proficiency Certificate for Community Supervision Officer (221.21)	$25.00
☐	5319	Retired Federal or Out of State Firearms Proficiency Certificate (1701.357)	$25.00
☐	5320	Standardized Field Sobriety Testing Instructor Proficiency Certificate (221.33)	$25.00
☐	5321	Telecommunicator Operator Certificate (1701.405)	$25.00
☐	5322	Firearms Proficiency for Juvenile Probation (221.35)	$25.00
☐	5360	Intermediate Telecommunications Certificate (221.13(b))	$25.00
☐	5370	Advanced Telecommunications Certificate (221.13(c))	$25.00
☐	5375	Special Investigator Certificate (221.29)	$25.00
☐	5400	Instructor Proficiency Certificate (221.27)	$25.00

Total amount enclosed: $25.00

UNITED STATES POSTAL SERVICE®

CUSTOMER'S RECEIPT

SEE BACK OF THIS RECEIPT FOR IMPORTANT CLAIM INFORMATION

NOT NEGOTIABLE

KEEP THIS RECEIPT FOR YOUR RECORDS

Pay to: Tx. Commission-Law Enforcement

Address: Austin

Receipt for Master Certification

Serial Number	Year, Month, Day	Post Office	Amount	Clerk
17367897150	2009-09-03	785890	$25.00	0012

==========

SAN JUAN MPO
SAN JUAN, Texas
785893700
4879830088-0099
09/03/2009 (956)787-2491 10:28:46 AM

==========

Void Receipt

Product Description	Sale Unit Qty	Unit Price	Final Price
Post Void Cash			$30.00
Post Void Cash			-$3.46
Total:			$26.54

Paid by: $26.54
Debit Card
Account #: XXXXXXXXXXXX5487
Approval #:
Transaction #: 377
23903480259
Receipt#: 000496

Bill#:1000100112936
Clerk:12

All sales final on stamps and postage
Refunds for guaranteed services only
Thank you for your business

Customer Copy

AI-17340 **15.C.**

License Certification

CC REGULAR

Date:	09/08/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Constables

Information

CAPTION

Constable Pct. #3:
Presentation of permanent Texas Peace Officer License issued by the Texas Commission of Law Enforcement Standards and Education to Constable, Lazaro Gallardo in accordance with Section 86.0021 sub-section B, Texas Local Government Code.

BACKGROUND

Fiscal Impact

Attachments

Link: backup

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/04/2009 02:16 PM	APRV
2	Auditor's Office		09/04/2009 05:31 PM	NEW

Form Started By: Monica Badillo Started On: 09/04/2009 02:06 PM

Final Approval Date: 09/04/2009

RICK PERRY
GOVERNOR

DAVID DEWHURST
LIEUTENANT GOVERNOR

Texas Commission on Law Enforcement Officer Standards and Education

Hereby Awards The Certification

of

Master Peace Officer

to

LAZARO GALLARDO JR

as provided for in the laws of the State of Texas and the rules of the Commission

CHARLES HALL
PRESIDING OFFICER

May 21, 2008

TIMOTHY A. BRAATEN
EXECUTIVE DIRECTOR

96224

216102

Texas Commission On Law Enforcement Officer Standards And Education

Personal Information

Name

LAZARO GALLARDO JR

TCLEOSE ID (P ID)

96224

Citizen	Race	Gender	Federal ID	State ID
Yes	Hispanic	Male		

Education Information

Institution	Hours	Education
	91	College Credits
Total Hours	91	
Total Training Hours	1820	

Service History

Appointed As	Department	Award	Service Start Date	Service End Date	Service Time
Constable	HIDALGO CO. CONST. PCT. 3	Peace Officer License	1/1/2001		8 years, 8 months
Reserve Officer	MISSION POLICE DEPT.	Peace Officer License	5/8/1996	1/1/2001	4 years, 8 months
Regular Peace Officer	HIDALGO CO. CONST. PCT. 3	Peace Officer License	7/25/1994	4/22/1996	1 years, 9 months
Reserve Officer	HIDALGO CO. CONST. PCT. 3	Reserve Officer License	7/12/1994	7/25/1994	0 years, 0 months
Reserve Officer	HIDALGO CO. CONST. PCT. 3	Peace Officer License	6/1/1993	7/25/1994	1 years, 2 months

Total Service Time

Description	Service Time
Constable	8 years, 8 months
Regular Peace Officer	1 years, 9 months
Reserve Officer	5 years, 10 months
Total officer time	16 years, 3 months

Award Information

Award	Type	Action	Action Date
Conditional Reserve	License		
		Granted	6/15/1993
		End date in old system	7/12/1994
Peace Officer License	License		
		Granted	7/12/1994
Basic Peace Officer	Certificate		
		Certification Issued	7/1/1994

Award Information

Award	Type	Action	Action Date
Civil Process Proficiency Certificate	Certificate	Certification Issued	7/27/2001
Advanced Peace Officer	Certificate	Certification Issued	2/14/2006
Intermediate Peace Officer	Certificate	Certification Issued	2/14/2006
Master Peace Officer	Certificate	Certification Issued	5/21/2008

Courses Completed

09/01/2007 - 08/31/2009

Course No.	Course Title	Course Date	Course Hours	Institution	Training Mandates
3200	Investigations	6/6/2009	4	Bill Blackwood LEMI of Texas	
3232	Special Investigative Topics	6/6/2009	8	Bexar Co. Constable PCT. 2	Special Investigative Topics
3101	Civil Process	6/5/2009	2	Texas State University: Center for Safe Communites	Course counts toward 20 hour requirement
3101	Civil Process	6/4/2009	4	Texas State University: Center for Safe Communites	Course counts toward 20 hour requirement
3743	Constables Continuing Education	5/1/2009	40	Bill Blackwood LEMI of Texas	Continuing Constable's Training
3700	Management/Supervision	6/19/2008	8	Bill Blackwood LEMI of Texas	
3101	Civil Process	10/19/2007	6	Texas State University: Center for Safe Communites	Course counts toward 20 hour requirement
		Unit Hours	72		

09/01/2005 - 08/31/2007

Course No.	Course Title	Course Date	Course Hours	Institution	Training Mandates
3101	Civil Process	6/20/2007	2	Texas State University: Center for Safe Communites	Course counts toward 20 hour requirement
3101	Civil Process	6/19/2007	4	Texas State University: Center for Safe Communites	Course counts toward 20 hour requirement
3300	Patrol/Tactical	5/4/2007	8	Laredo Community College Reg. Academy	
3200	Investigations	10/11/2006	4	Lower Rio Grande Valley Academy	
3800	Technical/Specialized	10/7/2006	4	Lower Rio Grande Valley Academy	
3101	Civil Process	6/27/2006	4	Texas State University: Center for Safe Communites	Course counts toward 20 hour requirement
1999	Personnel Orientation by Dept. Basic Proficiency	2/21/2006	0	Texas Commission on Law Enforcement	Personnel Orientation

Courses Completed

09/01/2005 - 08/31/2007

Course No.	Course Title	Course Date	Course Hours	Institution	Training Mandates
2106	Crime Scene Investigation (Intermediate)	2/9/2006	32	Hidalgo Co. Sheriff's Academy	Crime Scene Investigation (Intermediate)
3841	Crisis Intervention Training	1/25/2006	16	Hidalgo Co. Sheriff's Academy	Crisis Intervention Training Peace Officer Intermediate Options Peace Officer Intermediate Options 1987-01 Peace Officer Intermediate Options 2005-01 Peace Officer Intermediate Options 2006-01
3101	Civil Process	12/2/2005	20	Texas State University: Center for Safe Communites	Course counts toward 20 hour requirement
2107	Use of Force (Intermediate)	11/15/2005	16	Hidalgo Co. Sheriff's Academy	Use of Force (Intermediate)
2105	Child Abuse Prevention and Investigation (Interm.)	11/9/2005	24	Hidalgo Co. Sheriff's Academy	Child Abuse Prevention and Investigation
2110	Spanish for Law Enforcement Distance (Intermed.)	10/28/2005	1	Hidalgo Co. Sheriff's Academy	Spanish for Law Enforcement (Intermediate) Spanish for Telecommunicators (Intermediate)
2108	Arrest, Search, and Seizure (Intermediate)	10/28/2005	16	Hidalgo Co. Sheriff's Academy	Arrest, Search, and Seizure (Intermediate)
3232	Special Investigative Topics	10/7/2005	4	Laredo Community College Reg. Academy	Special Investigative Topics
3939	Cultural Diversity	10/7/2005	4	Laredo Community College Reg. Academy	Cultural Diversity
		Unit Hours	159		

09/01/2003 - 08/31/2005

Course No.	Course Title	Course Date	Course Hours	Institution	Training Mandates
3101	Civil Process	8/16/2005	6	Texas State University: Center for Safe Communites	Course counts toward 20 hour requirement
3101	Civil Process	6/16/2005	2	Texas State University: Center for Safe Communites	Course counts toward 20 hour requirement
3101	Civil Process	6/15/2005	4	Texas State University: Center for Safe Communites	Course counts toward 20 hour requirement
3277	Identity Theft	10/1/2004	4	Bexar Co. Constable PCT. 2	Identity Theft
3807	TCIC/NCIC for Less than Full Access Operators	9/15/2004	8	Texas Department of Public Safety LEA	
3101	Civil Process	5/7/2004	20	Texas State University: Center for Safe Communites	Course counts toward 20 hour requirement
3939	Cultural Diversity	3/27/2004	8	Bexar Co. Constable PCT. 2	Cultural Diversity
3232	Special Investigative Topics	10/3/2003	8	OTHER TRAINING	Special Investigative Topics
		Unit Hours	60		

Courses Completed

09/01/2001 - 08/31/2003

Course No.	Course Title	Course Date	Course Hours	Institution	Training Mandates
3200	Investigations	8/21/2003	19	OTHER TRAINING	
3700	Management/Supervision	6/27/2003	4	Texas State University: Center for Safe Communites	
3700	Management/Supervision	4/16/2003	20	Texas State University: Center for Safe Communites	
3257	Combined Asset Forfeiture and Racial Profiling	3/31/2003	6	OTHER TRAINING	Asset Forfeiture Racial Profiling
3303	Law Enforcement Officer Flying Armed	1/25/2003	2	Alamo Area LEA	
3600	Juvenile	10/15/2002	12	OTHER TRAINING	
3700	Management/Supervision	9/20/2002	100	Texas State University: Center for Safe Communites	
3257	Combined Asset Forfeiture and Racial Profiling	6/21/2002	4	El Paso Co. Sheriff's Academy	Asset Forfeiture Racial Profiling
3101	Civil Process	2/13/2002	20	Texas State University: Center for Safe Communites	Course counts toward 20 hour requirement
		Unit Hours	187		

09/01/1999 - 08/31/2001

Course No.	Course Title	Course Date	Course Hours	Institution	Training Mandates
3939	Cultural Diversity	6/29/2001	8	U. T. Brownsville C. J. Institute	Cultural Diversity
3202	Sexual Assault	6/28/2001	8	U. T. Brownsville C. J. Institute	
3232	Special Investigative Topics	6/27/2001	8	U. T. Brownsville C. J. Institute	Special Investigative Topics
3101	Civil Process	5/25/2001	20	Texas State University: Center for Safe Communites	Course counts toward 20 hour requirement
3300	Patrol/Tactical	5/8/2001	8	Hidalgo Co. Sheriff's Academy	
3101	Civil Process	2/16/2001	20	Texas State University: Center for Safe Communites	Course counts toward 20 hour requirement
3700	Management/Supervision	2/14/2001	20	Texas State University: Center for Safe Communites	
		Unit Hours	92		

09/01/1997 - 08/31/1999

Course No.	Course Title	Course Date	Course Hours	Institution	Training Mandates
393	Cultural Diversity Web	5/12/1999	4	TCLEOSE/UT DISTANCE EDUCATION	

Courses Completed

09/01/1997 - 08/31/1999

Course No.	Course Title	Course Date	Course Hours	Institution	Training Mandates
73939	Remedial Cultural Diversity	1/13/1998	8	Law Enforcement Training Network	
73939	Remedial Cultural Diversity	12/13/1997	8	Law Enforcement Training Network	
		Unit Hours	20		

09/01/1995 - 08/31/1997

Course No.	Course Title	Course Date	Course Hours	Institution	Training Mandates
3801	TCIC/NCIC for Peace Officers	10/29/1996	4	Lower Rio Grande Valley Academy	
		Unit Hours	4		

09/01/1993 - 08/31/1995

Course No.	Course Title	Course Date	Course Hours	Institution	Training Mandates
1004	Advanced Reserve Officer	4/21/1994	124	Lower Rio Grande Valley Academy	
1003	Intermediate Reserve Officer	11/10/1993	131	Lower Rio Grande Valley Academy	
		Unit Hours	255		

09/01/1991 - 08/31/1993

Course No.	Course Title	Course Date	Course Hours	Institution	Training Mandates
1002	Basic Reserve Officer	4/17/1993	150	Lower Rio Grande Valley Academy	
		Unit Hours	150		
		Total Hours	999		

Total Hours

Total Education Hours	1820
Total Training Hours	999
Total Hours	2819

LOCAL GOVERNMENT CODE

TITLE 3. ORGANIZATION OF COUNTY GOVERNMENT

SUBTITLE B. COMMISSIONERS COURT AND COUNTY OFFICERS

CHAPTER 86. CONSTABLE

SUBCHAPTER A. GENERAL PROVISIONS

Sec. 86.001. ELIGIBILITY TO SERVE AFTER BOUNDARY CHANGE. A person who has served as the constable of a precinct for 10 or more consecutive years before a change is made in the boundaries of the precinct is not ineligible for reelection in the precinct because of residence outside the precinct if the constable's residence is within the boundaries of the precinct as they existed before the change.

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

Sec. 86.002. OATH; BOND. (a) Before entering on the duties of office, a person who is elected to the office of constable must execute a bond with two or more good and sufficient sureties or with a solvent surety company authorized to do business in this state. The bond must be payable to the governor and the governor's successors in office and conditioned that the constable will faithfully perform the duties imposed by law. The bond must be approved by the commissioners court of the county. The commissioners court shall set the bond in an amount of not less than $500 or more than $1,500.

(b) A person who is elected constable must also take and sign the constitutional oath of office. The oath shall be endorsed on

sued on from time to time in the name of an injured party until the whole amount of the bond is recovered.

(d) A person who is elected or appointed to the office of constable and who has given the necessary bond and taken the oath of office may immediately perform the duties of the office. The acts of the constable are as valid in law as if the constable were commissioned.

(e) Repealed by Acts 1995, 74th Leg., ch. 683, Sec. 1, eff. Aug. 28, 1995.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1995, 74th Leg., ch. 683, Sec. 1, eff. Aug. 28, 1995.

Amended by:

Acts 2005, 79th Leg., Ch. 1094, Sec. 18, eff. September 1, 2005.

→ Sec. 86.0021. QUALIFICATIONS; REMOVAL. (a) A person is not eligible to serve as constable unless:

(1) the person is eligible to be licensed under Sections 1701.309 and 1701.312, Occupations Code, and:

(A) has at least an associate's degree conferred by an institution of higher education accredited by an accrediting organization recognized by the Texas Higher Education Coordinating Board;

(B) is a special investigator under Article 2.122(a), Code of Criminal Procedure; or

(C) is an honorably retired peace officer or honorably retired federal criminal investigator who holds a certificate of proficiency issued under Section 1701.357,

takes office, the constable shall provide, to the commissioners court of the county in which the constable serves, evidence that the constable has been issued a permanent peace officer license under Chapter 1701, Occupations Code. A constable who fails to provide evidence of licensure under this subsection or who fails to maintain a permanent license while serving in office forfeits the office and is subject to removal in a quo warranto proceeding under Chapter 66, Civil Practice and Remedies Code.

(c) The license requirement of Subsection (b) supersedes the license requirement of Section 1701.302, Occupations Code.

Added by Acts 1997, 75th Leg., ch. 884, Sec. 3, eff. Jan. 1, 1998. Amended by Acts 1999, 76th Leg., ch. 877, Sec. 1, eff. Aug. 30, 1999; Acts 2001, 77th Leg., ch. 1420, Sec. 14.821, eff. Sept. 1, 2001.

Amended by:

Acts 2005, 79th Leg., Ch. 954, Sec. 1, eff. June 18, 2005.

Sec. 86.003. NEW BOND; REMOVAL. (a) If any of the sureties of a constable dies, permanently moves from this state, becomes insolvent, or is released from liability as provided by law or if the commissioners court determines that the bond of the constable is insufficient, the court shall issue a citation that requires the constable to appear at a time set in the citation, after the 10th day but on or before the 30th day after the date the citation is issued, in order to execute a new bond with good and sufficient surety.

(b) If the constable neglects or refuses to appear to execute the bond at the designated time, the constable shall cease to

AI-17334 **15.D.**

Solid Waste Grant

CC REGULAR

Date:	09/08/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Constables

Information

CAPTION

Constable Pct. #3:
1. Authorization and approval to submit application for the Solid Waste Grant to the Lower Rio Grande Valley Development Council for Constable Precinct # 3 Office.

2. Approval of resolution supporting the Solid Waste Grant application for the Constable Precinct # 3 Office.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No county match is required.

Attachments

Link: application form

Link: resolution

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/04/2009 02:02 PM	APRV
2	Roland Garcia	Rolando Garcia	09/04/2009 04:58 PM	APRV
3	Rey Salazar	Rey Salazar	09/04/2009 05:28 PM	APRV
4	Auditor's Office		09/04/2009 05:31 PM	NEW

Form Started By: Monica Badillo — Started On: 09/04/2009 11:55 AM

Final Approval Date: 09/04/2009

The Lower Rio Grande Valley Development Council
In Cooperation with the Texas Commission on Environmental Quality
SOLID WASTE GRANT APPLICATION FORM
Check one: ***FY 10*** ☐ ***FY 11***
Please type or legibly print the application. Typing is preferred. Use no smaller than a 10-point font.

Applicant Information	
Applicant/Receiving Party:	Department/Division:
Primary Project Contact - Authorized Representative:	Project Contact Title:
Street Address (No PO Boxes)	Primary Project Contact's Direct Telephone/Fax: /
City State Zip Code	Email Address
Primary Financial Contact - Authorized Representative:	Financial Contact Title:
Street Address (No PO Boxes)	Primary Financial Contact's Direct Telephone/Fax: /
City State Zip Code	Email Address

Other Participating Entities - Regional Projects - New Projects

New Projects - All new projects never been funded automatically receive 10 points.

☐ Yes (up to 10 points in scoring) ☐ No (0 points)

Grant/Project Information (Pick ONE Category Only)

_____ Local Enforcement	_____ Citizens' Collection Stations and "Small" Registered Transfer Stations
_____ Source Reduction and Recycling	_____ Local Solid Waste Management Plans
_____ Education and Training	
_____ Litter and Illegal Dumping Cleanup and Community Collection Events	_____ Other

Proposed Funding: Grant Request: $ _____ Applicant's Match: $ _____ Total Project Amount: $0	**Estimated Project Timeframe:**

BRIEF Project Description: *(Describe your project in 10 words or less.)*

Please review the Certifications and Assurances and sign the application on the top of page 2.

Signature	
By the following signature, the Applicant certifies that it has reviewed the certifications, assurances and deliverables included in this application, that all certifications are true and correct, that assurances have been reviewed and understood, and that all required deliverables are included with this application submittal.	
Signature:	Title:
Typed/Printed Name:	Date Signed:

Certifications:

In order to receive grant funds under this program, the proposed project must conform to the provisions set forth in the Request for Applications (RFA). The following certifications are intended to help LRGVDC ensure that these provisions are met. By signing this Application, the person acting on behalf of the Applicant makes the certifications listed below.

1. **Authority to Sign Application**

   The person signing this Application hereby certifies that he/she has authority from the Applicant to sign the Application and that such authority will bind the Applicant in subsequent agreements.

2. **Application Contains No False Statements**

   Applicant certifies that this Application has no false statements and that the Applicant understands that signing this Application with a false statement is a material breach of contract and shall void the submitted Application and any resulting contracts. The Applicant understands that LRGVDC will not accept any amendment, revision, addition or alteration to this Application after the final date and time for submission.

3. **Governmental Status**

   Applicant certifies that it is located in the State of Texas and fits within one of the governmental classifications listed below, as determined under state law:

   a. City
   b. County
   c. Public school district (not including Universities or post secondary educational institutions)
   d. Other general and special law district with the authority and responsibility for water quality protection or municipal solid waste management, including river authority
   e. Council of Government

4. **Conformance to Standards**

   The Applicant certifies to the best of their knowledge and ability that the proposed project, including all activities in the application, conforms to the eligible category standards and allowable expense and funding standards as set forth in the Request for Applications.

5. **Solid Waste Fee Payments**

   Applicant certifies that it is not delinquent in payment of solid waste disposal fees owed by the State of Texas.

6. **Consideration of Private Industry**

   The following certification only applies if the project is under one of the following grant categories:

   a. Source Reduction and Recycling
   b. Citizens' Collection Stations and "Small" Registered Transfer Stations
   c. A demonstration project under the Educational and Training Projects category

   Applicant certifies that it has notified private service providers in accordance with the requirements set forth in the Request for Applications and the instructions provided with this application form. Applicant further certifies to the best of their knowledge and ability that the proposed project will promote cooperation between public and private entities, is not otherwise readily available, and will not create a competitive advantage over a private industry that provides recycling or solid waste services.

7. **Consistency with Regional Solid Waste Management Plan Amendment**

   Applicant certifies to the best of their knowledge and ability that the proposed project is consistent with applicable goals, objectives, and recommendations LRGVDC's adopted regional solid waste management plan amendment.

8. Technical Feasibility

Applicant certifies that it has carefully reviewed its Application and that to the best of their knowledge and ability all activities are technically feasible and can be satisfactorily completed within the grant period as set forth in the Request for Applications.

9. Costs Reasonable and Necessary

Applicant certifies to the best of their knowledge and ability that the proposed project activities in the Application and the expenses outlines in the Budget are reasonable and necessary to accomplish the project objectives, and that the proposed expenses are consistent with the costs of comparable goods and services.

10. Certification by Law Enforcement Programs

If the Applicant is a law enforcement entity regulated by Chapter 415 of the Government Code, the Applicant certifies that it is in compliance with all rules developed by the Texas Commission on Law Enforcement Officer Standards and Education (TCLEOSE) pursuant to Chapter 415, Government Code; or that it is in the process of achieving compliance with such rules. If compliance is pending, a certification from TCLEOSE must be attached to indicate that the Applicant is in the process of achieving compliance with the rules.

Assurances

If the application is approved for funding, the grant funds will be awarded through a contract between the Applicant and LRGVDC. The grant contract will contain a number of standards, requirements, and processes that must be complied with as a condition of receiving the grant funds. In order to ensure an understanding by the Applicant of some of the main conditions that will be included in the contract, the Applicant is asked to review the following assurances. By signing this Application, the person acting on behalf of the Applicant indicates their understanding of these conditions and provides assurances that these and other conditions set forth in the grant contract will be adhered to if funding is awarded.

1. Compliance with Standards Pertaining to Real Property and Equipment

Applicant provides assurances that, if funded, the Applicant will comply with the contract provisions pertaining to title to and management of real property and equipment. The contract will contain obligations and conditions regarding the use of equipment and/or facilities (the "property") acquired under the agreement. Included in the provisions are obligations to provide adequate maintenance and conduct physical property inventories; restrictions and conditions on the use, replacement, sale, or transfer of the property; and obligations to continue to adhere to the provisions that grant funds not be used to create a competitive advantage over private industry, in the use or transfer of the property.

2. Participation in LRGVDC/TCEQ Surveys and Reporting

Applicant provides assurances that, if funded, the Applicant will respond to surveys and/or other requests from LRGVDC or the TCEQ for information on municipal solid waste management activities.

3. Compliance with Progress and Results Reporting Requirements

Applicant provides assurances that, if funded, the Applicant will comply with requirements for: reporting on the progress of the project tasks and deliverables; documenting the results of the project and providing those results to LRGVDC on a schedule established by LRGVDC, and additionally, to continue to document the results of the project activities for the life of the project; and to provide LRGVDC with a follow-up results report approximately one to two years after the end of the grant term.

4. Financial Management

Applicant provides assurances that, if funded, the Applicant will comply with contract provisions and requirements necessary to ensure that expenses are reasonable and necessary, and to adhere to financial administration and reimbursement procedures and provide financial reports on a schedule established by LRGVDC.

5. Compliance with Americans with Disabilities Act

Applicant provides assurances that, if funded, the Applicant will comply with all the applicable requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12213 (Pamph.1995).

6. Compliance with the Single Audit Act

Applicant provides assurances that, if funded, the Applicant will comply with the Single Audit Act as defined by the Uniform Grant Management Standards (UGMS), January 1998.

7. Compliance with Program and Fiscal Monitoring

Applicant provides assurances that, if funded, the Applicant will comply with program and fiscal monitoring provisions of the contract, including: providing additional reports or information as may be requested to adequately track the progress of the project; and allowing site visits to evaluate the progress of the project and to view any grant-funded equipment or facility.

Grant Budget Summary

Click Here to Go To Grant Budget Summary Instructions

Budget Categories	Funding Request
1. Personnel (Salary)	0.00
2. Fringe Benefits	0.00
3. Travel	0.00
4. Supplies (unit cost of less than $1,000)	0.00
5. Equipment (unit cost of $5,000 or more)	0.00
6. Construction	0.00
7. Contractual (other than for Construction)	0.00
8. Other	0.00
9. Indirect charges	0.00
TOTAL	**0.00**

10. Fringe Benefit Rate:	
11. Indirect Cost Rate:	

1. Personnel (Salary)

Position	Function	Status FT/PT, perm/temp	Monthly Salary	Time (%FTE)	Salary Request
					0.00
					0.00
					0.00
					0.00
					0.00

Narrative: *(In any category where funding is requested, the Narrative must be completed.)*

3. Travel

Position	Destination	Purpose	Travel Request

Narrative: *(In any category where funding is requested, the Narrative must be completed.)*

4. Supplies (Unit cost of less than $1,000)

Description	Purpose	Supply Request

Narrative: *(In any category where funding is requested, the Narrative must be completed.)*

5. Equipment (Unit price of $5,000 or more)		
Description	**Purpose**	**Equipment**

Narrative: *(In any category where funding is requested, the Narrative must be completed.)*

6. Construction			
Description	**Purpose**	**Sub-Contracted (Y/N)**	**Construction**

Narrative: *(In any category where funding is requested, the Narrative must be completed.)*

7. Contractual		
Contractor	**Purpose**	**Contractual**

Narrative: *(In any category where funding is requested, the Narrative must be completed.)*

8. Other			
Type Other	**Description**	**Purpose**	**Other Request**
Postage/Delivery			
Telephone/Fax			
Utilities			
Printing/Reproduction			
Advertising/Public Notices			
Signage			
Training/Registration Fees			
Dues/Membership Fees			
Record Storage			
Office Space			
Basic Office Furnishings			
Equipment Rentals			
Books/Subscriptions			
Repair/Maintenance			
Legal Services			
Temporary Services			
Narrative: *(In any category where funding is requested, the Narrative must be completed.)*			

Type Other (Cont.)	**Description**	**Purpose**	**Unit Cost**	**No. of Units**	**Other Request**
Recycling Bins					0.00
Recycling Bins					0.00
Personal Protective Equip.					0.00
Personal Protective Equip.					0.00
Personal Protective Equip.					0.00
Computer Hardware					0.00
Computer Software					0.00
Audio/Visual Equipment					0.00
Audio/Visual Equipment					0.00
Audio/Visual Equipment					0.00
Promotional Item					0.00
Promotional Item					0.00
Promotional Item					0.00
Other Equip. (<$5,000)					0.00
Other Equip. (<$5,000)					0.00
Other Equip. (<$5,000)					0.00
Additional Other					0.00
Additional Other					0.00
Additional Other					0.00
Narrative: *(In any category where funding is requested, the Narrative must be completed.)*					

Project Merits and Need *(Up to 45 Points): PLEASE LIMIT YOUR PROJECT NARRATIVE TO 1 PAGE.* Page limitation does not apply to attachments.

Project Title:

Program Objective and Summary (use all four boxes if necessary): List specific objectives. Provide a scope of work with schedule of diliverables for the proposed project or program. As concisely as possible, provide tasks, describe the major steps, identify responsible entities and establish a specific time frame. Suggested format for scope of work:

Task 1:
a. Activity:
Schedule of activity:

Task 2:
b. Activity:
Schedule of activity:

Task 3:
c. Activity:
Schedule of activity:

Project Service Area: *(Indicate the area/geography (city, county, or other jurisdictions) covered by the project. If project will only affect a portion of your area, please indicate which portion will be affected. Please attach map if applicable.)*

Public Information: *(How will your project be publicized? How will the public be involved in your project?)*

Project Status/Feasibility: *(Include progress or agreements made regarding this project so far, as well as staff qualifications. Indicate whether this is a startup or existing project. Briefly describe how project effectiveness will be measured.)*

Local Match and Commitment *(Up to 30 Points): PLEASE LIMIT YOUR LOCAL RESOURCES NARRATIVE TO 1 PAGE.* Page limitation does not apply to attachments.

Intention to Sustain the Project (use all four boxes as necessary): *(Describe how applicant intends to sustain the project or program after grant funding is exhausted.)*

Matching Funds or In-Kind Services (use all four boxes as necessary): *(Explain in detail the application to this project of any matching funds or in-kind services to be provided by the applicant, as directly related to the proposed project. This description correlates to the amount entered on page one of this application. Matching funds or in-kind services are not included in the Grant Budget Summary or Grant Request.)*

Supporting Documentation: *(Please list. Place copies of letters, resolutions, etc. in Attachments. Attachments do not count toward page limitations.)*

Project Cost Evaluation *(Up to 15 Points): PLEASE LIMIT YOUR PROJECT COST EVALUATION TO 1 PAGE.* Some of the requested information may not be applicable to all proposed projects, contact LRGVDC staff for clarification if necessary.

Target Population to be Served by Project:
Please name all participating communities that will be served by or benefit from the proposed project. This may be a subset of your municipality. If the project will affect only a portion of your area, please include only that portion in your target population.

Cost Per Impacted Capita:
Please explain calculations. Divide grant request by population served.

Amount to be processed and volume displaced from the landfill, if applicable:
Please explain calculations.

Cost Per Ton Processed, if applicable:
Please explain calculations. Divide grant request by tons processed.

Landfill Costs Saved, if applicable:
Please explain calculations. Multiply tons diverted by landfill tipping fee. Use average if actual is unknown.

Clean-up Costs Saved, if applicable:
Please explain calculations.

Poor Performance Deduction *(Subtract 10 points): PLEASE LIMIT TO 1 PAGE. LRGVDC reports will also be used.*

Evaluation of Consistency with Regional Solid Waste Management Plan Amendment*: THIS SECTION MUST BE COMPLETE IN ORDER TO BE CONSIDERED FOR GRANT FUNDING.*

Is proposed project consistent with LRGVDC's regional plan amendment? *(Briefly describe how the proposed project will support the regional plan amendment, indicating which goal is supported.)*

Private Industry Notification: List of Other Entities Which Provide a Similar or Related Service
FOR PROJECT TYPES LISTED, THIS SECTION MUST BE COMPLETE IN ORDER TO BE CONSIDERED FOR FUNDING

This section is applicable only to the following grant categories:

a. Source Reduction and Recycling
b. Citizens' Collection Stations and "Small" Registered Transfer Stations
c. A demonstration project under the Education and Training project category

According to state law, a project or service funded under this program must promote cooperation between public and private entities (by definition includes non-profit organizations), and may not be otherwise readily available or create a competitive advantage over a private industry (by definition includes non-profit organizations) that provides recycling or solid waste services. *If the proposed project provides a service* , in the space below, list all entities, private and public, in the affected geographic area known to provide a similar or related service. Please attach additional pages if needed.

Private Service Providers Contacted	Telephone	Date Notified	Summary

Have you contacted your County and Neighboring Jurisdictions to see if they provide a similar service?

County/Neighboring Jurisdiction	Contact Name	Date of Contact	Summary

List similar programs that you have visited and/or researched.

County/Neighboring Jurisdiction	Contact Name	Date of Contact	Summary

RESOLUTION

RESOLUTION OF COUNTY OF HIDALGO AUTHORIZING THE FILING OF A GRANT APPLICATION WITH THE LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL FOR A REGIONAL SOLID WASTE GRANTS PROGRAM GRANT (LOCAL ENFORCEMENT); AUTHORIZING CONSTABLE LAZARO "LARRY" GALLARDO JR. TO ACT ON BEHALF OF COUNTY OF HIDALGO IN ALL MATTERS RELATED TO THE APPLICATION; AND PLEDGING THAT IF A GRANT IS RECEIVED COUNTY OF HIDALGO WILL COMPLY WITH THE GRANT REQUIREMENTS OF THE LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL, THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY AND THE STATE OF TEXAS.

WHEREAS, the Lower Rio Grande Valley Development is directed by the Texas Commission on Environmental Quality to administer solid waste grant funds for implementation the COG's adopted regional solid waste management plan; and

WHEREAS, County of Hidalgo in the State of Texas is qualified to apply for grant funds under the Request for Applications.

NOW, THEREFORE, BE IT RESOLVED BY COUNTY OF HIDALGO IN EDINBURG TEXAS;

1. That Constable Lazaro "Larry" Gallardo Jr. is authorized to request grant funding under the Lower Rio Grande Valley Development Council. Request for Applications of the Regional Solid Waste Grants Program and act on behalf of County of Hidalgo in all matters related to the grant application and any subsequent grant contract and grant project that may result.

2. That if the project is funded, County of Hidalgo will comply with the grant requirements of the Lower Rio Grande Development Council, Texas Commission on Environmental Quality and the State of Texas.

3. The grant funds and any grant-funded equipment or facilities will be used only for the purposes for which they are intended under the grant.

4. That activities will comply with and support the adopted regional and local solid waste management plans adopted for the geographical area in which the activities are performed.

PASSED AND APPROVED by Hidalgo County Commissioner's Court in Edinburg, Texas, on this the 8th day of September, 2009.

_____	**Notary:** _____
(Signature of Authorized Official)	(Signature)
Juan D. Salinas III _____	_____
(Typed or Printed Name)	(Type or Printed Name)
County Judge _____	_____
(Title)	(Commission Expires)

RESOLUTION

RESOLUTION OF COUNTY OF HIDALGO AUTHORIZING THE FILING OF A GRANT APPLICATION WITH THE LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL FOR A REGIONAL SOLID WASTE GRANTS PROGRAM GRANT (SOURCE REDUCTION AND RECYCLING); AUTHORIZING CONSTABLE LAZARO "LARRY" GALLARDO JR. TO ACT ON BEHALF OF COUNTY OF HIDALGO IN ALL MATTERS RELATED TO THE APPLICATION; AND PLEDGING THAT IF A GRANT IS RECEIVED COUNTY OF HIDALGO WILL COMPLY WITH THE GRANT REQUIREMENTS OF THE LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL, THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY AND THE STATE OF TEXAS.

WHEREAS, the Lower Rio Grande Valley Development is directed by the Texas Commission on Environmental Quality to administer solid waste grant funds for implementation the COG's adopted regional solid waste management plan; and

WHEREAS, County of Hidalgo in the State of Texas is qualified to apply for grant funds under the Request for Applications.

NOW, THEREFORE, BE IT RESOLVED BY COUNTY OF HIDALGO IN EDINBURG TEXAS;

1. That Constable Lazaro "Larry" Gallardo Jr. is authorized to request grant funding under the Lower Rio Grande Valley Development Council. Request for Applications of the Regional Solid Waste Grants Program and act on behalf of County of Hidalgo in all matters related to the grant application and any subsequent grant contract and grant project that may result.

2. That if the project is funded, County of Hidalgo will comply with the grant requirements of the Lower Rio Grande Development Council, Texas Commission on Environmental Quality and the State of Texas.

3. The grant funds and any grant-funded equipment or facilities will be used only for the purposes for which they are intended under the grant.

4. That activities will comply with and support the adopted regional and local solid waste management plans adopted for the geographical area in which the activities are performed.

PASSED AND APPROVED by Hidalgo County Commissioner's Court in Edinburg, Texas, on this the 8th day of September, 2009.

_____	**Notary:** _____
(Signature of Authorized Official)	(Signature)
Juan D. Salinas III	_____
(Typed or Printed Name)	(Type or Printed Name)
County Judge	_____
(Title)	(Commission Expires)

AI-17233 **15.E.**

Presentation of Permanent Peace Officer License

CC REGULAR

Date:	09/08/2009
Submitted By:	Joel Rivera, CONSTABLE PCT. #4
Department:	CONSTABLE PCT. #4
Agenda Category:	Constables
Purchasing only:	Constables

Information

CAPTION

Constable Pct. #4:
Presentation of permanent Texas peace officer license issued by The Texas Commission of Law Enforcement Standards and Education to Constable Jose Eduardo "Eddie" Guerra to The Hidalgo County Commissioners Court in accordance with Section 86.0021 sub-section B Texas Local Government Code.

BACKGROUND

Fiscal Impact

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

No funding required at this time. rc

Attachments

Link: Master license

Link: backup

Link: backup

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/02/2009 11:14 AM	APRV
2	Rosalinda Cantu	Rosie Cantu	09/02/2009 04:59 PM	APRV
3	Auditor's Office	Linda Fong	09/04/2009 02:17 PM	APRV
4	Purchasing Department	Marty Salazar	09/04/2009 02:56 PM	APRV

Form Started By: Joel Rivera — Started On: 08/28/2009 03:11 PM

Final Approval Date: 09/04/2009

RICK PERRY
GOVERNOR

DAVID DEWHURST
LIEUTENANT GOVERNOR

Texas Commission on Law Enforcement Officer Standards and Education

Hereby Awards The Certification

of

MASTER PEACE OFFICER

To

JOSE E. GUERRA

as provided for in the laws of the State of Texas and the rules of the Commission

DAN SMITH
PRESIDING OFFICER

November 05, 2004

D. C. JIM DOZIER, J. D., PH. D.
EXECUTIVE DIRECTOR

Texas Commission On Law Enforcement Officer Standards And Education

Full Department Status (preliminary)

Department HIDALGO CO. CONST. PCT. 4 (215104)

Name	TCLEOSE ID (P ID)
JOSE E. GUERRA	93437

Citizen	Race	Gender	Federal ID	State ID
Yes	Hispanic	Male		9803602

Education Information

Institution	Hours	Education
	139	Bachelor
Total Hours	139	
Total Training Hours	2780	

Service History

Appointed As	Department	Award	Service Start Date	Service End Date	Service Time
Constable	HIDALGO CO. CONST. PCT. 4	Peace Officer License	1/1/2009		0 years, 8 months
Regular Peace Officer	HIDALGO CO. CONST. PCT. 1	Peace Officer License	11/8/2006	12/31/2008	2 years, 2 months
Regular Peace Officer	HIDALGO CO. SHERIFF'S OFFICE	Peace Officer License	1/1/2001	11/6/2006	5 years, 10 months
Reserve Officer	HIDALGO CO. SHERIFF'S OFFICE	Peace Officer License	12/7/1998	12/31/2001	3 years, 1 months
Reserve Officer	HIDALGO CO. CONST. PCT. 4	Peace Officer License	6/6/1995	12/14/1998	3 years, 6 months

Total Service Time

Description	Service Time
Constable	0 years, 8 months
Regular Peace Officer	8 years, 0 months
Reserve Officer	6 years, 7 months
Total officer time	14 years, 3 months

Award Information

Award	Type	Action	Action Date
Conditional Reserve	License	Granted	6/27/1995
Peace Officer License	License	Granted	8/22/1996
Basic Peace Officer	Certificate	Certification Issued	8/22/1996
Advanced Peace Officer	Certificate	Certification Issued	8/26/2003

Department HIDALGO CO. CONST. PCT. 4 (215104)

Award Information

Award	Type	Action	Action Date
Intermediate Peace Officer	Certificate		
		Certification Issued	8/26/2003
Master Peace Officer	Certificate		
		Certification Issued	11/5/2004

Courses Completed

09/01/2007 - 08/31/2009

Course No.	Course Title	Course Date	Course Hours	Institution	Training Mandates
3200	Investigations	2/23/2009	8	Bill Blackwood LEMI of Texas	
3742	New Constables Training	1/30/2009	40	Bill Blackwood LEMI of Texas	New Constable's Training
3841	Crisis Intervention Training	10/25/2008	16	Hood County Sheriff's Office	Crisis Intervention Training Peace Officer Intermediate Options Peace Officer Intermediate Options 1987-01 Peace Officer Intermediate Options 2005-01 Peace Officer Intermediate Options 2006-01
3200	Investigations	9/17/2008	16	Hidalgo Co. Sheriff's Academy	
3300	Patrol/Tactical	9/10/2008	24	Texas Department of Public Safety LEA	
3700	Management/Supervision	6/19/2008	8	Bill Blackwood LEMI of Texas	
		Unit Hours	112		

09/01/2005 - 08/31/2007

Course No.	Course Title	Course Date	Course Hours	Institution	Training Mandates
3841	Crisis Intervention Training	6/13/2007	16	Lower Rio Grande Valley Academy	Crisis Intervention Training Peace Officer Intermediate Options Peace Officer Intermediate Options 1987-01 Peace Officer Intermediate Options 2005-01 Peace Officer Intermediate Options 2006-01
3939	Cultural Diversity	1/31/2007	8	HIDALGO CO. CONST. PCT. 1 (Training Rosters)	Cultural Diversity

Courses Completed

09/01/2005 - 08/31/2007

Course No.	Course Title	Course Date	Course Hours	Institution	Training Mandates
3131	Basics of Civil Process	1/24/2007	20	HIDALGO CO. CONST. PCT. 1 (Training Rosters)	Civil Process
3800	Technical/Specialized	8/18/2006	40	Texas Parks & Wildlife LEA	
3100	LAW	11/7/2005	8	Hidalgo Co. Sheriff's Academy	
		Unit Hours	92		

09/01/2003 - 08/31/2005

Course No.	Course Title	Course Date	Course Hours	Institution	Training Mandates
3200	Investigations	11/2/2004	16	Hidalgo Co. Sheriff's Academy	
3200	Investigations	10/4/2004	8	Hidalgo Co. Sheriff's Academy	
3100	LAW	9/13/2004	8	Hidalgo Co. Sheriff's Academy	
3232	Special Investigative Topics	8/2/2004	8	Hidalgo Co. Sheriff's Academy	Special Investigative Topics
3277	Identity Theft	6/16/2004	3	Hidalgo Co. Sheriff's Academy	Identity Theft
3939	Cultural Diversity	6/15/2004	8	Hidalgo Co. Sheriff's Academy	Cultural Diversity
		Unit Hours	51		

09/01/2001 - 08/31/2003

Course No.	Course Title	Course Date	Course Hours	Institution	Training Mandates
2107	Use of Force (Intermediate)	8/9/2003	13	Texas State University: Center for Safe Communites	Use of Force (Intermediate)
2106	Crime Scene Investigation (Intermediate)	8/9/2003	23	Texas State University: Center for Safe Communites	Crime Scene Investigation (Intermediate)
2110	Spanish for Law Enforcement Distance (Intermed.)	8/9/2003	2	Texas State University: Center for Safe Communites	Spanish for Law Enforcement (Intermediate) Spanish for Telecommunicators (Intermediate)
2105	Child Abuse Prevention and Investigation (Interm.)	3/21/2003	24	Texas State University: Center for Safe Communites	Child Abuse Prevention and Investigation
2108	Arrest, Search, and Seizure (Intermediate)	3/21/2003	15	Texas State University: Center for Safe Communites	Arrest, Search, and Seizure (Intermediate)
3203	Beginning DNA CD-Rom by NIJ	3/21/2003	4	Texas State University: Center for Safe Communites	

Courses Completed

09/01/2001 - 08/31/2003

Course No.	Course Title	Course Date	Course Hours	Institution	Training Mandates
3204	Advanced DNA CD-Rom by NIJ	3/21/2003	4	Texas State University: Center for Safe Communites	
3300	Patrol/Tactical	1/18/2003	4	Hidalgo Co. Sheriff's Academy	
3100	LAW	3/12/2002	8	Hidalgo Co. Sheriff's Academy	
3303	Law Enforcement Officer Flying Armed	3/12/2002	2	Hidalgo Co. Sheriff's Academy	
3300	Patrol/Tactical	10/11/2001	4	Hidalgo Co. Sheriff's Academy	
3257	Combined Asset Forfeiture and Racial Profiling	10/10/2001	6	Hidalgo Co. Sheriff's Academy	Asset Forfeiture Racial Profiling
		Unit Hours	109		

09/01/1999 - 08/31/2001

Course No.	Course Title	Course Date	Course Hours	Institution	Training Mandates
3254	Sex Offender Characteristics Web with Exercises	7/31/2001	8	TCLEOSE/UT DISTANCE EDUCATION	Part 4 of 4 (POSEIT) Special Investigative Topics
3244	Sexual Assault Web with Exercises	7/11/2001	8	TCLEOSE/UT DISTANCE EDUCATION	Part 3 of 4 (POSEIT) Special Investigative Topics
3224	Child Abuse Web with Exercises	6/7/2001	8	TCLEOSE/UT DISTANCE EDUCATION	Part 2 of 4 (POSEIT) Special Investigative Topics
3214	Family Violence Web w/ Exercises	6/1/2001	8	TCLEOSE/UT DISTANCE EDUCATION	Part 1 of 4 (POSEIT) Special Investigative Topics
3939	Cultural Diversity	4/12/2001	8	Texas Parks & Wildlife LEA	Cultural Diversity
3700	Management/Supervision	12/18/2000	4	Hidalgo Co. Sheriff's Academy	
3801	TCIC/NCIC for Peace Officers	12/18/2000	4	Hidalgo Co. Sheriff's Academy	
		Unit Hours	48		

09/01/1997 - 08/31/1999

Course No.	Course Title	Course Date	Course Hours	Institution	Training Mandates
3254	Sex Offender Characteristics Web with Exercises	8/27/1999	8	TCLEOSE/UT DISTANCE EDUCATION	Part 4 of 4 (POSEIT) Special Investigative Topics
3244	Sexual Assault Web with Exercises	8/19/1999	8	TCLEOSE/UT DISTANCE EDUCATION	Part 3 of 4 (POSEIT) Special Investigative Topics
3224	Child Abuse Web with Exercises	8/16/1999	8	TCLEOSE/UT DISTANCE EDUCATION	Part 2 of 4 (POSEIT) Special Investigative Topics

Courses Completed

09/01/1997 - 08/31/1999

Course No.	Course Title	Course Date	Course Hours	Institution	Training Mandates
3214	Family Violence Web w/ Exercises	8/11/1999	8	TCLEOSE/UT DISTANCE EDUCATION	Part 1 of 4 (POSEIT) Special Investigative Topics
394	Cultural Diversity Web with Exercises	8/10/1999	8	TCLEOSE/UT DISTANCE EDUCATION	Cultural Diversity
3300	Patrol/Tactical	9/5/1997	4	Lower Rio Grande Valley Academy	
		Unit Hours	44		

09/01/1995 - 08/31/1997

Course No.	Course Title	Course Date	Course Hours	Institution	Training Mandates
3400	Traffic	6/18/1997	4	Lower Rio Grande Valley Academy	
3101	Civil Process	9/11/1996	20	Texas State University: Center for Safe Communites	Course counts toward 20 hour requirement
1004	Advanced Reserve Officer	7/9/1996	142	Lower Rio Grande Valley Academy	
3939	Cultural Diversity	6/12/1996	8	Lower Rio Grande Valley Academy	Cultural Diversity
1003	Intermediate Reserve Officer	6/1/1996	190	Lower Rio Grande Valley Academy	
2108	Arrest, Search, and Seizure (Intermediate)	4/17/1996	60	Lower Rio Grande Valley Academy	Arrest, Search, and Seizure (Intermediate)
		Unit Hours	424		

09/01/1993 - 08/31/1995

Course No.	Course Title	Course Date	Course Hours	Institution	Training Mandates
1002	Basic Reserve Officer	5/12/1995	228	U. T. Brownsville C. J. Institute	
1002	Basic Reserve Officer	5/8/1995	0	U. T. Brownsville C. J. Institute	
		Unit Hours	228		
		Total Hours	1108		

Department HIDALGO CO. CONST. PCT. 4 (215104)

Total Hours

Total Education Hours	2780
Total Training Hours	1108
Total Hours	3888

Texas Commission On Law Enforcement Officer Standards And Education

Full Department Status (preliminary)

Department HIDALGO CO. CONST. PCT. 4 (215104)

Name	TCLEOSE ID (P ID)
JOSE E. GUERRA	93437

Citizen	Race	Gender	Federal ID	State ID
Yes	Hispanic	Male		9803602

Education Information

Institution	Hours	Education
	139	Bachelor
Total Hours	139	
Total Training Hours	2780	

Service History

Appointed As	Department	Award	Service Start Date	Service End Date	Service Time
Constable	HIDALGO CO. CONST. PCT. 4	Peace Officer License	1/1/2009		0 years, 8 months
Regular Peace Officer	HIDALGO CO. CONST. PCT. 1	Peace Officer License	11/8/2006	12/31/2008	2 years, 2 months
Regular Peace Officer	HIDALGO CO. SHERIFF'S OFFICE	Peace Officer License	1/1/2001	11/6/2006	5 years, 10 months
Reserve Officer	HIDALGO CO. SHERIFF'S OFFICE	Peace Officer License	12/7/1998	12/31/2001	3 years, 1 months
Reserve Officer	HIDALGO CO. CONST. PCT. 4	Peace Officer License	6/6/1995	12/14/1998	3 years, 6 months

Total Service Time

Description	Service Time
Constable	0 years, 8 months
Regular Peace Officer	8 years, 0 months
Reserve Officer	6 years, 7 months
Total officer time	14 years, 3 months

Award Information

Award	Type	Action	Action Date
Conditional Reserve	License	Granted	6/27/1995
Peace Officer License	License	Granted	8/22/1996
Basic Peace Officer	Certificate	Certification Issued	8/22/1996
Advanced Peace Officer	Certificate	Certification Issued	8/26/2003

Department HIDALGO CO. CONST. PCT. 4 (215104)

Award Information

Award	Type	Action	Action Date
Intermediate Peace Officer	Certificate		
		Certification Issued	8/26/2003
Master Peace Officer	Certificate		
		Certification Issued	11/5/2004

Courses Completed

09/01/2007 - 08/31/2009

Course No.	Course Title	Course Date	Course Hours	Institution	Training Mandates
3200	Investigations	2/23/2009	8	Bill Blackwood LEMI of Texas	
3742	New Constables Training	1/30/2009	40	Bill Blackwood LEMI of Texas	New Constable's Training
3841	Crisis Intervention Training	10/25/2008	16	Hood County Sheriff's Office	Crisis Intervention Training Peace Officer Intermediate Options Peace Officer Intermediate Options 1987-01 Peace Officer Intermediate Options 2005-01 Peace Officer Intermediate Options 2006-01
3200	Investigations	9/17/2008	16	Hidalgo Co. Sheriff's Academy	
3300	Patrol/Tactical	9/10/2008	24	Texas Department of Public Safety LEA	
3700	Management/Supervision	6/19/2008	8	Bill Blackwood LEMI of Texas	
		Unit Hours	112		

09/01/2005 - 08/31/2007

Course No.	Course Title	Course Date	Course Hours	Institution	Training Mandates
3841	Crisis Intervention Training	6/13/2007	16	Lower Rio Grande Valley Academy	Crisis Intervention Training Peace Officer Intermediate Options Peace Officer Intermediate Options 1987-01 Peace Officer Intermediate Options 2005-01 Peace Officer Intermediate Options 2006-01
3939	Cultural Diversity	1/31/2007	8	HIDALGO CO. CONST. PCT. 1 (Training Rosters)	Cultural Diversity

Courses Completed

09/01/2005 - 08/31/2007

Course No.	Course Title	Course Date	Course Hours	Institution	Training Mandates
3131	Basics of Civil Process	1/24/2007	20	HIDALGO CO. CONST. PCT. 1 (Training Rosters)	Civil Process
3800	Technical/Specialized	8/18/2006	40	Texas Parks & Wildlife LEA	
3100	LAW	11/7/2005	8	Hidalgo Co. Sheriff's Academy	
		Unit Hours	92		

09/01/2003 - 08/31/2005

Course No.	Course Title	Course Date	Course Hours	Institution	Training Mandates
3200	Investigations	11/2/2004	16	Hidalgo Co. Sheriff's Academy	
3200	Investigations	10/4/2004	8	Hidalgo Co. Sheriff's Academy	
3100	LAW	9/13/2004	8	Hidalgo Co. Sheriff's Academy	
3232	Special Investigative Topics	8/2/2004	8	Hidalgo Co. Sheriff's Academy	Special Investigative Topics
3277	Identity Theft	6/16/2004	3	Hidalgo Co. Sheriff's Academy	Identity Theft
3939	Cultural Diversity	6/15/2004	8	Hidalgo Co. Sheriff's Academy	Cultural Diversity
		Unit Hours	51		

09/01/2001 - 08/31/2003

Course No.	Course Title	Course Date	Course Hours	Institution	Training Mandates
2107	Use of Force (Intermediate)	8/9/2003	13	Texas State University: Center for Safe Communites	Use of Force (Intermediate)
2106	Crime Scene Investigation (Intermediate)	8/9/2003	23	Texas State University: Center for Safe Communites	Crime Scene Investigation (Intermediate)
2110	Spanish for Law Enforcement Distance (Intermed.)	8/9/2003	2	Texas State University: Center for Safe Communites	Spanish for Law Enforcement (Intermediate) Spanish for Telecommunicators (Intermediate)
2105	Child Abuse Prevention and Investigation (Interm.)	3/21/2003	24	Texas State University: Center for Safe Communites	Child Abuse Prevention and Investigation
2108	Arrest, Search, and Seizure (Intermediate)	3/21/2003	15	Texas State University: Center for Safe Communites	Arrest, Search, and Seizure (Intermediate)
3203	Beginning DNA CD-Rom by NIJ	3/21/2003	4	Texas State University: Center for Safe Communites	

Courses Completed

09/01/2001 - 08/31/2003

Course No.	Course Title	Course Date	Course Hours	Institution	Training Mandates
3204	Advanced DNA CD-Rom by NIJ	3/21/2003	4	Texas State University: Center for Safe Communites	
3300	Patrol/Tactical	1/18/2003	4	Hidalgo Co. Sheriff's Academy	
3100	LAW	3/12/2002	8	Hidalgo Co. Sheriff's Academy	
3303	Law Enforcement Officer Flying Armed	3/12/2002	2	Hidalgo Co. Sheriff's Academy	
3300	Patrol/Tactical	10/11/2001	4	Hidalgo Co. Sheriff's Academy	
3257	Combined Asset Forfeiture and Racial Profiling	10/10/2001	6	Hidalgo Co. Sheriff's Academy	Asset Forfeiture Racial Profiling
		Unit Hours	109		

09/01/1999 - 08/31/2001

Course No.	Course Title	Course Date	Course Hours	Institution	Training Mandates
3254	Sex Offender Characteristics Web with Exercises	7/31/2001	8	TCLEOSE/UT DISTANCE EDUCATION	Part 4 of 4 (POSEIT) Special Investigative Topics
3244	Sexual Assault Web with Exercises	7/11/2001	8	TCLEOSE/UT DISTANCE EDUCATION	Part 3 of 4 (POSEIT) Special Investigative Topics
3224	Child Abuse Web with Exercises	6/7/2001	8	TCLEOSE/UT DISTANCE EDUCATION	Part 2 of 4 (POSEIT) Special Investigative Topics
3214	Family Violence Web w/ Exercises	6/1/2001	8	TCLEOSE/UT DISTANCE EDUCATION	Part 1 of 4 (POSEIT) Special Investigative Topics
3939	Cultural Diversity	4/12/2001	8	Texas Parks & Wildlife LEA	Cultural Diversity
3700	Management/Supervision	12/18/2000	4	Hidalgo Co. Sheriff's Academy	
3801	TCIC/NCIC for Peace Officers	12/18/2000	4	Hidalgo Co. Sheriff's Academy	
		Unit Hours	48		

09/01/1997 - 08/31/1999

Course No.	Course Title	Course Date	Course Hours	Institution	Training Mandates
3254	Sex Offender Characteristics Web with Exercises	8/27/1999	8	TCLEOSE/UT DISTANCE EDUCATION	Part 4 of 4 (POSEIT) Special Investigative Topics
3244	Sexual Assault Web with Exercises	8/19/1999	8	TCLEOSE/UT DISTANCE EDUCATION	Part 3 of 4 (POSEIT) Special Investigative Topics
3224	Child Abuse Web with Exercises	8/16/1999	8	TCLEOSE/UT DISTANCE EDUCATION	Part 2 of 4 (POSEIT) Special Investigative Topics

Courses Completed

09/01/1997 - 08/31/1999

Course No.	Course Title	Course Date	Course Hours	Institution	Training Mandates
3214	Family Violence Web w/ Exercises	8/11/1999	8	TCLEOSE/UT DISTANCE EDUCATION	Part 1 of 4 (POSEIT) Special Investigative Topics
394	Cultural Diversity Web with Exercises	8/10/1999	8	TCLEOSE/UT DISTANCE EDUCATION	Cultural Diversity
3300	Patrol/Tactical	9/5/1997	4	Lower Rio Grande Valley Academy	
		Unit Hours	44		

09/01/1995 - 08/31/1997

Course No.	Course Title	Course Date	Course Hours	Institution	Training Mandates
3400	Traffic	6/18/1997	4	Lower Rio Grande Valley Academy	
3101	Civil Process	9/11/1996	20	Texas State University: Center for Safe Communites	Course counts toward 20 hour requirement
1004	Advanced Reserve Officer	7/9/1996	142	Lower Rio Grande Valley Academy	
3939	Cultural Diversity	6/12/1996	8	Lower Rio Grande Valley Academy	Cultural Diversity
1003	Intermediate Reserve Officer	6/1/1996	190	Lower Rio Grande Valley Academy	
2108	Arrest, Search, and Seizure (Intermediate)	4/17/1996	60	Lower Rio Grande Valley Academy	Arrest, Search, and Seizure (Intermediate)
		Unit Hours	424		

09/01/1993 - 08/31/1995

Course No.	Course Title	Course Date	Course Hours	Institution	Training Mandates
1002	Basic Reserve Officer	5/12/1995	228	U. T. Brownsville C. J. Institute	
1002	Basic Reserve Officer	5/8/1995	0	U. T. Brownsville C. J. Institute	
		Unit Hours	228		
		Total Hours	1108		

Department HIDALGO CO. CONST. PCT. 4 (215104)

Total Hours

Total Education Hours	2780
Total Training Hours	1108
Total Hours	3888

AI-17337 **16.A.**

Proclamation

CC REGULAR

Date:	09/08/2009
Submitted By:	Sandra De Leon, COUNTY JUDGE
Submitted For:	Raul Lozano
Department:	COUNTY JUDGE
Agenda Category:	County Judge's Office

Information

CAPTION

Approval of Proclamation for National Infant Mortality Awareness Month (September)

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact. Proclamation will be brought to commmissioner's court.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/04/2009 02:01 PM	APRV
2	Roland Garcia	Rolando Garcia	09/04/2009 04:28 PM	APRV
3	Auditor's Office		09/04/2009 05:31 PM	NEW

Form Started By: Sandra De Leon — Started On: 09/04/2009 01:45 PM

Final Approval Date: 09/04/2009

AI-17338 **16.B.**

Proclamation

CC REGULAR

Date:	09/08/2009
Submitted By:	Sandra De Leon, COUNTY JUDGE
Submitted For:	Raul Lozano
Department:	COUNTY JUDGE
Agenda Category:	County Judge's Office

Information

CAPTION

Approval of Proclamation for Child Passenger Safety Week (September 12-18).

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact. Proclamation will be brought to commissioner's court.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/04/2009 02:01 PM	APRV
2	Roland Garcia	Rolando Garcia	09/04/2009 04:27 PM	APRV
3	Auditor's Office		09/04/2009 05:31 PM	NEW
Form Started By: Sandra De Leon			Started On: 09/04/2009 01:48 PM	
Final Approval Date: 09/04/2009				

AI-17286 **17.A.**

Planning Department

CC REGULAR

Date:	09/08/2009
Submitted By:	Nora Cavazos, PLANNING DEPT.
Submitted For:	Raul Sesin
Department:	PLANNING DEPT.
Agenda Category:	Planning Department

Information

CAPTION

Presentation by Mr. Martin Almanza and Mrs. Irasema Salinas regarding a proposed subdivision, a 108.98 acre tract of land out of Tract 109, San Salvador Del Tule Grant, Hidalgo County, Texas.

BACKGROUND

Fiscal Impact

Attachments

Link: Proposed Rancho Los Papalotes 2

Link: Prop. Rancho Los Papalotes 2;Plat

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/03/2009 08:31 AM	APRV
2	Olga Garza	Olga Garza	09/03/2009 03:10 PM	APRV
3	Auditor's Office		09/04/2009 05:31 PM	NEW
Form Started By: Nora Cavazos			Started On: 09/02/2009 02:58 PM	
Final Approval Date: 09/04/2009				

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: **September 2, 2009**

Re: **Proposed Rancho Los Papalotes 2**

We received a request from Mr. Alfonso Quintanilla on behalf of Mr. Martin Almanza and Mrs. Irasema Salinas to present proposed Rancho Los Papalotes No. 2 Subdivision located on the North side of Hinojosa Road and 1.5 of a mile West of US 281. The following is an account of the events that have led up to the County's concern regarding the processing of the above mentioned subdivision:

1. Developer of Rancho Los Papalotes No. 2 began construction of said proposed subdivision without Hidalgo County approval.

2. Original water distribution plans called for water service from the City of Edinburg as per letter of approval from the City Planning and Zoning Department dated February 13, 2008.

3. On March 4, 2008 our department was notified by Quintanilla, Headley, and Associates that the developer was considering the use of water wells as a means of water service for the lots.

4. In response to the water well proposal the County Planning Department requested an engineered report as to the compliance with 30 TAC 290.104, 290.106, 290.108, and 290.109, either: (1) without any treatment to the water; or (2) with treatment by an identified and commercially available water treatment system. 31 TAC 364.32(b). In addition, the water source must have shown the capacity to serve the lots in the subdivision with a quality source of water for an uninterrupted period of thirty years (30).

5. On October 31, 2008 the County Planning Department received a letter from Mr. Armando Vela, General Manager of the Red Sands Groundwater Conservation District, that made our department aware of the required permits for water wells by Red Sands G.C.D. and the amount of water available to each lot (55 gallons).

6. On March 18, 2009, the County Planning Department received a letter from Mr. Joe Reynolds, Attorney, Texas Water Development Board, that stated "If the District requires permits before the wells can be drilled, then the subdivision developer must obtain the permits in order for the County to be assured that adequate water service will be provided and comply with Sections 232.023 and 232.031 of the Local Government Code". The District as stated by Mr. Reynolds is the Red Sands G.C.D

7. The County is utilizing the Wastewater Usage Rates in Chapter 285 out of Title 30 Texas Administrative Code which calls for 240 gallons per day for a typical 3 bedroom single family dwelling to establish the amount of water need for the above mentioned proposed subdivision. As stated in Section 232.030, Loc. Government Code and echoed by Joe Reynolds of the Texas Water Development Board it is the County's responsibility to set forth requirements for potable water sufficient in quality and quantity.

8. Given the County's policy of a minimum of 240 gallons per day allocation per lot and the amount that Red Sands G.C.D. is willing to allow per lot (55 gallons per day), we may not allow for the processing of such subdivision as proposed currently.

Attached please find a copy of a letter from Mr. Armando Vela, General Manager of the Red Sands Groundwater Conservation District and copy of a letter from Mr. Joe Reynolds, Attorney, Texas Water Development Board.

*** * * END OF MEMORANDUM * * ***

To: Mr. Raul Sesin - County Planner
1304 S. 25th St.
Edinburg, Tx. 78542

From: Armando Vela
Red Sands G. C.D.

Re: Los Papalotes #2

Sir:

The following is in reference to our conversation on above referenced subdivision and water permits and availability.

I have provided you with a copy of certificate from Texas Water Board on Completion of and approval of water plan we are trying to implement. This in reference to Chapman Engineers Study for Los Papalotes where they state we do not have state approval.

A copy of our District Management Plan was provided for Mr. Quintanilla as requested by Mr. Chapman. This was approved by the state in 2007. In this study the allowed water use is 1200 Acre Feet per year of which the state has reserved for "exempt use" by State Law 450 Acre Feet per year. This leaves us with 750 Acre Ft. for all other uses.

The majority of landowners, including Los Papalotes, have not registered their wells as required by state law. Los Papalotes was

sent forms on 9/13/08. So far those that registered wells, that dont qualify for exempt use, are using water nearly equal to our allocatable figure of 750 Acre Feet. By the time all wells are registered we likely have useage and requests two or three times over available water. Most of the major users have a history of 20-50 years of use. Los Papalotes has none.

The study done by Chapman Engineers states there is an abundance of water but did not anywhere disagree with the 1200 Acre Feet of available water for all of the District. We are bound by our study to allocate on this basis. The proposed lots range in size from 1.5 to 4.48 Acres and are not exempt under State law. We will have to then have to issue them a permit, if they apply, for their pro rata share of the 750 Acre Ft. This would be equal to 33.52 gallons of water per acre per day with a meter.

The study indicates a minimal drop in water levels. I have a well 1/2 mile to the N.W. of this property, which when pumping for the lake or elsewhere takes place, drops 25' from 25 to 50 ft below the surface. My Neighbor Noe Garza, west of my land, had to drill another well to supply his cattle with water. Previously his well jet was set at 50 Feet. Mr. Joel Pena has a well about 300 Ft east of Los Papalotes which drops 35 ft. to below 60 ft. below the surface. This well in state records had water at 13 Ft. below surface. Good water is rarely found below 90 Feet. This is not addressed in the study.

Both the Pena well and a destroy well next to my well are cited in the study. Pena's is the Arturo Garza well and mine is the Carlos Hinojosa well.

Another issue not addressed in the study is possible salt water incursion in a well that was cited in the study. The Taylor-Latham well is no longer used because it has "salted out". With massive water use at Los Rapelotes this salt water will likely be drawn in.

You can see in the study the Garza well (H-6) dropped 12 ft. from 1982 to the present without Los Rapelotes. What will happen now? This is the well that drops to below 60 ft.

The study map shows numerous ponds (one per lot?). They also mention the 'lake' or large pond. The small ponds have windmills. According M. Arturo Ybarra, U.S.D.A. Soil and Water Conservation Service, a windmill pumping water 24/7 will average about 3 gallons per minute. This equals 4.84 Acre Feet a year per pond. If all 49 Lots get a pond that is 237 acre ft. James McAllen, a prominent Rancher uses a figure of 3 to 4 gallons per minute. The average would be 277 Acre Ft. The lake could possibly use another 250 Acre Ft. We can only wait for their registration forms.

When you add up home use, ponds & lakes that equals over 2/3 of our non exempt water. The study does not touch on this. Claims on their study are only for home use. Their Ads in the

local "Town Crier" and their Internet show both pond and lake.

The Chapman study also implies that 3/8 of the water used will be filtered by local soil and go back into the water source. This study was done on the most permeable soil of this subdivision. This is found on Page 40 of Soil Survey of Hidalgo County. This soil type according to their study covers less than 1/3 of site. About 2/3 of the soils are Delmita or Delmita Randado, soils known for "Cemented Pan" of Caliche. This is not very permeable.

Since we are a viable Water District and have the responsibility for permitting wells I can say they have no permits. If issued they will not be enough for homes. This has been conveyed to Mr. Quintanilla their Engineer.

Armando Vela

RECEIVED
BY: Maria Cantu
OCT 31 2008
HIDALGO COUNTY
PLANNING DEPT.

TEXAS WATER DEVELOPMENT BOARD

James E. Herring, *Chairman*
Lewis H. McMahan, *Member*
Edward G. Vaughan, *Member*

J. Kevin Ward
Executive Administrator

Jack Hunt, *Vice Chairman*
Thomas Weir Labatt III, *Member*
Joe M. Crutcher, *Member*

March 18, 2009

Raul E. Sesin, P.E., CFM
Planning Administrator
Planning Department
County of Hidalgo
1304 South 25th Street
Edinburg, Texas 78539

via facsimile (956) 318-2844 and U.S. Postal Service

Re: Rancho Los Papalotes Phase 2 Subdivision

Dear Mr. Sesin:

In your letter of February 27, 2009, you raise two issues that prompt your question of whether Hidalgo County (the County) can approve plats for the Rancho Los Papalotes Phase 2 Subdivision (the Subdivision). The first issue relates to the method proposed for treating drinking water supplied to the houses in the Subdivision. The second issue concerns the issuance of permits by the Red Sands Groundwater Conservation District (the District) for the individual water wells.

As a preliminary comment, the responsibility for enforcing the Model Subdivision Rules adopted by the Texas Water Development Board (the Board) and colonia laws rests with the county and city. Local governments have the duty to ensure residential subdivision developments provide adequate water and wastewater services.

The Board assists cities and counties with the process of adopting subdivision rules or ordinances. Board staff will review local rules to assess consistency with Model Rules. In addition, the Board will review plats approved by a city or county to determine whether the local government's platting process is consistent with the requirements of the model rules. But the TWDB does not enforce the Model Rules. We will try to clarify the meaning of the Model Rules and the statutes under which they were created. But we do not decide issues of fact or "rule" on how the law should be applied in a specific case. Where the law is ambiguous or obscure and where there appear to be conflicts between laws, we—like local governments—look to the Attorney General for interpretation. Consequently, I encourage you to consult with your legal counsel to address questions specific to your local community regarding the application of Hidalgo County's subdivision rules.

1. Drinking Water Treatment in the Subdivision

Regarding your first question, you state that the Subdivision is expecting to use individual wells as the drinking water source. You note that the 30 year water availability study prepared for the Subdivision by Chapman Engineering reported the water produced from test wells does not meet minimum drinking standards based on elevated secondary maximum contaminant levels established by the Texas Commission on Environmental Quality. Therefore, the Subdivision developer proposes to escrow funds with the County to secure a 30 gallon reverse osmosis system for each lot that will treat the water at the point of use in the kitchen. This proposal will bring that point of use into compliance with minimum drinking water standards; but other point of use locations throughout the house will be left untreated.

The Model Rules provision to which you refer states that: "Where individual wells . . . are proposed for the supply of drinking water . . . The water quality of the water produced from the test well must meet the standards of water quality required for community water systems as set forth in 30 TAC §§290.104, 290.106, 290.108, and 290.109, either: (1) without any treatment to the water; or (2) with treatment by an identified and commercially available water treatment system." 31 TAC 364.32(b).

Subchapter F, Chapter 290, Title 30 of the Texas Administrative Code sets out the drinking water standards governing public drinking water quality. The Model Rules refer to the following rules in Subchapter F:

290.104	Maximum Contaminant Levels, Maximum Residual Disinfectant Levels, Treatment Techniques, and Action Levels.
290.106	Inorganic Contaminants
290.108	Radionuclides Other than Radon
290.109	Microbial Contaminants

The fact that Sections 290.104, 290.106, 290.108, and 290.109 are expressly mentioned in the Model Rules as required standards for nonpublic drinking water systems under the Model Rules and Sections 290.105 and 290.118 are not listed suggests that the secondary constituent levels determined by the engineering study are not considered a factor in determining whether the water from a test well meets the water quality standards for purposes of the Model Rules.

2. Permitting of Individual Water Wells

The second situation that you describe involves the permitting requirements of the Red Sands Groundwater Conservation District. Whether permits from the District are required for the individual wells in the Subdivision is an issue the Subdivision developer and the County must work out with the District.

Section 232.023, Local Government Code, requires a subdivider of land to have a plat of the subdivision prepared that contains a description of the water and sewer facilities that will be

constructed or installed to service the subdivision. Section 232.031 states that a subdivider may not sell or lease land in a subdivision unless the subdivision plat is approved by the commissioners court. If the District requires permits before the wells can be drilled, then the Subdivision developer must obtain the permits in order for the County to be assured that adequate water service will be provided and comply with Sections 232.023 and 232.031 of the Local Government Code.

The resolution of these questions is a matter for the Subdivision developer, the District, and the County as it involves interpretations of law and fact that are beyond the jurisdiction of the Board.

Sincerely,

Joe P. Reynolds
Attorney

cc: Mr. Martin Almazan **via facsimile (956) 381-1433**
Rancho Los Papalotes Subdivision

MAP OF WATER DISTRIBUTION SYSTEM/ MAPA DE DISTRIBUCION DE AGUA

SCALE: 1"= 200'

FILED FOR RECORD IN HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
RECORDED IN VOLUME _____ PAGE _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

SUBDIVISION PLAT OF:

RANCHOS LOS PAPALOTES SUBDIVISION No. 2

A 108.98 ACRE TRACT OF LAND OUT OF TRACT 109, SAN SALVADOR DEL TULE GRANT, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 10, PAGES 58-60, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1876165, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

FINAL ENGINEERING REPORT FOR RANCHOS LOS PAPALOTES SUBDIVISION No. 2:
BY: CALVIN C. CHAPMAN, P.E.
WATER SUPPLY: Description and Costs.

The Engineer has prepared a groundwater availability study, which complies with 30 TAC 230.1 through 230.11 for individual water supply wells on individual lots. The Engineer has provided sufficient documentation through said study to establish the long term (30 years) quantity and quality of the available groundwater supplies to serve the full development of this subdivision. The water quality of the water produced from the test will meet the standards of water quality required for community water systems as set forth in 30 TAC 290.104, 290.106, 290.108 and 290.109 wit treatment by an identified and commercially available water treatment system. The commercial water treatment system to be used is as follows:

CTFC400 REVERSE OSMOSIS WATERRIGHT UNIT
PRESS TANK HYDROPRO 32 GAL.

Individual private water wells will be installed for each lot (does not include pumps and commercial water treatment system) at a cost of $ 1,645.95 Per lot for a total cost of $ 72,472.00. The Developer is providing adequate financial guarantees of performance in the form of a personal check representing a "cash deposit" to be held by the County of Hidalgo in escrow in the amount of $ 46,378.00 or $ 1054.00 per lot, to cover the cost to install the commercial water treatment system and pump, which has been identified by the Engineer as a suitable form of water treatment to comply with said state standards.

Each proposed tract has more than the required area for each standard, nonstandard or proprietary OSSF listed in 30 Texas Administrative Code (TAC) 285.90-285-91, Table X. This takes into consideration the land commited to a structure and driveways, land of greater slope not well-suited for drip or spray irrigation (not the case on any of the Ranchos Los Papalotes Subdivision No. 2 property), and the 50-foot separation distance of septic components from a pressure cemented drinking water well.

CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER WELLS AND PUMPS FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE.
I CERTIFY THAT THE COSTS TO INSTALL THE WATER WELLS AND PUMPS FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES: THESE FACILITIES INSTALLATION COST OF WATER WELLS AND PUMPS WERE AT A COST OF $ 118,800.00 WHICH EQUALES TO $2,700.00 PER LOT.

CALVIN C. CHAPMAN
P.E. 78006

PROVISION DE AGUA: Descripcion y Gastos.

El Ingeniero a preparado un reporte de agua subterranea que acatar los reglamentos de 30 TAC 230.1 through 230.11 para los individoles norias de agua on cada lote. El Ingeniero ha entregado suficiente informacion para proveer agua subterranea suficiente para toda la subdivision por un periodo de 30 anos en calidad y cantidad. La calidad de la agua subterranea que producio el examen es suficiente en el grado requerido por la comunidad de sitemas de agua en 30 TAC 290.104, 290.106, 290.108 and 290.109. El sistema de filtracion de aqua esta inscrito como:

CTFC400 REVERSE OSMOSIS WATERRIGHT UNIT
PRESS TANK HYDROPRO 32 GAL.

Las norias de agua subterranea privadas seran installadas en cada lote a un costo de US$ 1,645.95 por lote o un costo total de US$ 72,422.00. El urbanizador proporcionara una garantia financieras adecuadas con desempeño en forma de un cheque personal representando un "deposito en efectivo" obtenido por el condado de hidalgo en la cantidad de US$ 46,378.00 o US$ 1,954.00 por lote, para el costo de instalar el sistema de filtracion de agua que se aprobo por el Ingeniero. El sistema de filtracion de agua satisface los requisitos modelos del estado.

Cada propuesto lote tiene la region requisito que satisface el modelo, falta de modelo o propietario fosas septicas (OSSF) insertia en 30 Texas Administrative Code (TAC) 285.90-285-91, Tablero X. Esto toma en consideracion la region cometida donde estara la estructura y camino de entrado, region de inclinacion que no es apropiado para irrigacion raciada (en el caso de los Ranchos Los Papalotes Subdivision No. 2), y 50 pies de separacion de las fosas septicas con los norias subterraneas echas o bajo cementos de presion.

CERTIFICACION

CON MI FIRMA, CERTIFICO QUE LA NORIA DE AGUA Y POMPAS SISTEMAS DESCRITOS EN ESTE DOCUMENTO, CUMPLEN CON LAS MODEL SUBDIVISION RULES (LAS REGLAS GOBERNANDO A LAS SUBDIVISIONES), ADOPTADAS EN LA SECCION 16.343 DEL TEXAS WATER CODE. (CODIGO DE AGUA DE TEXAS).

CERTIFICO QUE LOS GASTOS PARA INSTALAR LA NORIA DE AGUA Y POMPAS SISTEMAS DE AGUA :

AGUA: EL SISTEMA/SERVICIO SERA INSTALADO Y COMPLETAMENTE CONSTRUIDO LOS NORIAS DE AGUA Y POPAS A COSTO DE $ 118,800.00 LO CUAL EQUIVALE A $ 2,700.00 POR LOTE.

CALVIN C. CHAPMAN
P.E. 78006

COST ESTIMATE

PAVING IMPROVEMENTS:	$ 182,050.00
DRAINAGE IMPROVEMENTS:	$ 25,400.00
WATER WELL SYSTEM:	$ 118,800.00
OSSF:	$ 44,000.00

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

SUBDIVIDER CERTIFICATION

I.- BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (a) WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS TO THE LOTS MEET SUCH STANDARDS AND (b) SEWER CONNECTIONS TO THE LOTS, OR SEPTIC TANKS MEET OR WILL MEET SUCH STANDARDS AND WILL BE BY STATE AND COUNTY REGULATIONS.

SUBDIVIDER STATEMENT:

I.- I (WE), MARTIN ALMAZAN SUBDIVIDERS OF RANCHOS LOS PAPALOTES SUBDIVISION No. 2 HEREBY CERTIFY SEWER PERMITS FROM HIDALGO HEALTH DEPARTMENT ARE REQUIRED PRIOR TO BUILDING ON ANY LOT; THAT ANY ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY & QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS TO THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

MARTIN ALMAZAN
2621 S. GARDENIA
PHARR, TEXAS 78577

01-29-09
DATE

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared MARTIN ALMAZAN proved to me through his Texas Department of Public Safety Driver License to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, declared that the statements therein are true and correct and acknowledged that she executed the same for the purposed and consideration thereby expressed.

Given under my hand and seal of office this 29th day of January, 2009

LILIA A. QUINTANILLA
Notary Public, State of Texas
My Commission Expires
July 23, 2012

LILIA A. QUINTANILLA- NOTARY PUBLIC

FINAL ENGINEERING REPORT FOR RANCHOS LOS PAPALOTES SUBDIVISION No. 2:
BY: EULALIO RAMIREZ, P.E.
SEWAGE FACILITIES: Description and Costs.

SEWAGE FROM RANCHOS LOS PAPALOTES SUBDIVION No. 2, WILL BE TREATED BY INDIVIDUAL ON-SITE SEWAGE FACILITIES ("OSSF") CONSISTING OF A STANDARD DESIGN DUAL COMPARTMENT SEPTIC TANK AND A DRAINFIELD ON EACH LOT. THE UNDERSIGNED PROFESSIONAL ENGINEER HAS EVALUATED THE SUITABILITY OF THE SUBDIVISION SITE FOR OSSF AND SUBMITTED A REPORT CONCLUDING THAT THE SITE IS SUITABLE FOR OSSF. THE REPORT WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT. HIGHLIGHTS OF THE REPORT ARE AS FOLLOWS:

EACH LOT IN THE SUBDIVISION IS AT LEAST ONE (1) ACRE IN SIZE. THE U.S.D.A. SOIL CONSERVATION SERVICE SOIL SURVEY BOOK INDICATES A FINE SANDY LOAM AND SANDY CLAY LOAM, AND (8) TEST BORINGS WERE MADE AT OPPOSITE AREAS OF THE SUBDIVISION – THE CENTERS OF LOTS 1, 8, 12, 18, 24, 32 AND 44 (ADDITIONAL BORINGS WERE UNNECESSARY BECAUSE THE SOILS ARE VERY UNIFORM WITHIN THIS LIMITED AREA). THE SOIL IS A UNIFORM SANDY CLAY LOAM EXTENDING MORE THAN 24 INCHES BELOW THE BOTTOM OF ANY PROPOSED EXCAVATIONS. THERE IS NO INDICATION OF GROUND WATER OR A RESTRICTIVE LAYER WITHIN 24 INCHES OF THE BOTTOM OF THE PROPOSED EXCAVATIONS.

THE ESTIMATED COST TO INSTALL A SEPTIC SYSTEM ON AN INDIVIDUAL LOT IS $ 1,000.00 FOR A TOTAL COST OF $ 44,000.00 INCLUDING THE COSTS FOR THE REQUIRED PERMIT AND LICENSE. NO OSSF HAVE BEEN INSTALLED AS OF THE TIME OF APPLICATION FOR FINAL PLAT APPROVAL. THE SUBDIVIDER HAS POSTED A CASH DEPOSIT WITH THE FILING OF THIS FINAL PLAT WITH HIDALGO COUNTY TO COVER THE TOTAL SEPTIC SYSTEM COST OF $ 44,000.00. THE SUBDIVIDER WILL INCLUDE THE COST OF A SEPTIC TANK SYSTEM (OSSF) IN THE SALE PRICE OF THE LOT.

AT ANY TIME AFTER THE LOT IS SOLD, THE PURCHASER MAY INITIATE INSTALLATION OF A SEPTIC TANK SYSTEM (OSSF) BY WRITING OR CALLING THE SUBDIVIDER AND THEN FILING WITH THE HIDALGO COUNTY HEALTH DEPARTMENT AN APPLICATION FOR A PERMIT TO CONSTRUCT A SEPTIC TANK SYSTEM (OSSF). IF ON A LOT BELONGING TO THE SUBDIVIDER NO SEPTIC TANK SYSTEM (OSSF) HAS BEEN INSTALLED AS OF OCTOBER 3, 2009, THEN THE SUBDIVIDER SHALL RENEW HIS/HER LETTER OF CREDIT WITH THE COUNTY, IF HE/SHE CHOOSES NOT TO RENEW THE CASH DEPOSIT, THEN HE/SHE MUST OBTAIN THE PROPER PERMITS AND INSTALL ALL SEPTIC TANK SYSTEM BY OCTOBER 3, 2010. IF THE DEVELOPER FAILS TO RENEW HIS/HER CASH DEPOSIT OR INSTALL ALL SEPTIC TANKS BY THE AFOREMENTIONED DATES, THEN THE COUNTY IN ACCORDANCE WITH THE EXECUTED SUBDIVIDER CONSTRUCTION AGREEMENT WILL INITIATE THE DRAW DOWN OF THE CASH DEPOSIT TO INSTALL THE REMAINING SYSTEMS. IF ON A LOT BELONGING TO SOMEONE OTHER THAN THE SUBDIVIDER NO SEPTIC TANK SYSTEM (OSSF) HAS BEEN INSTALLED AS OF OCTOBER 3, 2009, THEN THE SUBDIVIDER WILL FIRST REMIND THE LOT OWNER OF THE AVAILABILITY OF THE SEPTIC TANK SYSTEM (OSSF). UNLESS THE LOT OWNER THEN PROMPTLY INITIATES THE INSTALLATION OF THE SEPTIC TANK SYSTEM (OSSF) BY NOTIFYING THE SUBDIVIDER AND FILING AN APPLICATION FOR A PERMIT TO CONSTRUCT THE SYSTEM. THE SUBDIVIDER WILL EXERCISE HIS/HER RETAINED RIGHT OF ENTRY AND HIS/HER OBTAINED POWER OF ATTORNEY SO THAT HE/SHE MAY INSTALL THE SEPTIC TANK SYSTEM (OSSF), OR SUMMIT TO THE COUNTY A RENEWAL OF THE CASH DEPOSIT FOR THOSE SYSTEMS THAT HAVE NOT BEEN INSTALLED.

IN ANY EVENT THE SEPTIC TANK SYSTEM (OSSF) WILL BE INSTALLED ON THE LOT BY NOVEMBER 3, 2009 UNLESS THE SUBDIVIDER RENEWS HIS/HER LETTER OF CREDIT TO COVER THE UNINSTALLED SEPTIC TANK SYSTEMS FOR AN ADDITIONAL TIME AS APPROVED BY THE COUNTY OF HIDALGO. SEPTIC TANK SYSTEMS SHALL BE INSTALLED ON THE LOT PRIOR TO THE COUNTY ISSUING A FINAL LIGHT AND WATER CLEARANCE.

CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE.
I CERTIFY THAT THE ESTIMATED COSTS TO INSTALL UNCONSTRICTED ON-SITE SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

SEWAGE FACILITIES: SEPTIC SYSTEMS ARE ESTIMATED TO COST $1,000.00 PER LOT (ALL INCLUSIVE), FOR A TOTAL OF $44,000.00 FOR THE ENTIRE SUBDIVISION ON CASH DEPOSIT.

EULALIO RAMIREZ
P.E. 77062

1-29-09
DATE

SERVICIO DE DRENAJE: Descripcion y Costos.

EL DRENAJE DE RANCHOS LOS PAPALOTES SUBDIVISION No. 2, TENDRA FOSAS SEPTICAS INDIVIDUALES (OSSF) CONSISTIENDO EN UN DISEÑO NORMAL, CON DOBLE COMPARTIMENTO DE FOSA SEPTICA (OSSF) Y UN CAMPO DE DRENAJE EN CADA SOLAR. EL INGENIERO (QUE ABAJO FIRMA) HA INSPECCIONADO, EVALUADO Y REPORTADO QUE LA UBICACION DE LA SUBDIVISION ES CONVENIENTE PARA FOSAS SEPTICAS (OSSF), EL REPORTE FUE EXAMINADO Y APROBADO POR EL DEPARTAMENTO DE SALUD DEL CONDADO DE HIDALGO.

CADA SOLAR EN LA SUBDIVISION SERA DE AL MENOS DE MEDIA (1/2) ACRE DE TAMAÑO. EL LIBRO DE SERVICIOS Y CONSERVACION DEL SUELO DEL DEPARTAMENTO DE AGRICULTURA DE LOS ESTADOS UNIDOS (USDA) INDICA UNA MEZCLA DE BARRO ARENOSO. SE REALIZARON (8) PRUEBAS CON AGUJEROS EN EL CENTRO DE LOS LOTES 1, 8, 12, 18, 24, 32, Y 44 (PRUEBAS ADICIONALES NO FUERON NECESARIAS PORQUE EL SUELO ES MUY UNIFORME DENTRO DEL AREA DELIMITADA). EL SUELO ES UNIFORME, DE BARRO ARENOSO EXTENDIDO A MAS DE 24 PULGADAS BAJO EL FONDO DE CUALQUIER EXCAVACION. NO HAY PRESENCIA DE AGUA SUBTERRANEA BAJO LA CAPA DE 24 PULGADAS DE FONDO DE LAS EXCAVACIONES.

EL COSTO ESTIMADO PARA LA INSTALACION DE UN SISTEMA INDIVIDUAL DE FOSAS SEPTICAS POR SOLAR SON US$ 1,000.00 DOLARES, INCLUYENDO EL COSTO DEL PERMISO REQUERIDO Y LICENCIA. EN ESTOS MOMENTOS NINGUNA FOSA SEPTICA HA SIDO INSTALADA EN EL PROCESO DE LA APROBACION FINAL. EL DUEÑO SOMETERA UNA CHEQUE DE DEPOSITO JUNTO CON EL PLANO ORIGINAL AL CONDADO DE HIDALGO PARA CUBRIR EL COSTO TOTAL DE US$ 44,000.00 PARA LA INSTALACION DE TODAS LAS FOSAS SEPTICAS. EL DUEÑO DE LA SUBDIVISION INCLUIRA EL COSTO DE UN SISTEMA DE FOSAS SEPTICAS EN LA VENTA DEL SOLAR. A CUALQUIER MOMENTO QUE EL SOLAR HA SIDO VENDIDO, EL COMPRADOR PUEDE INICIAR LA INSTALACION DE LA FOSA SEPTICA AVISANDO AL DUEÑO POR MEDIO DE UNA CARTA O UNA LLAMADA Y SOLICITADO EL PERMISO DE INSTALACION DEL SISTEMA DE FOSAS SEPTICAS CON EL DEPARTAMENTO DE SALUDO DEL CONDADO DE HIDALGO. SI EN UN SOLAR PERTENECIENTE AL DUEÑO DE LA SUBDIVISION NINGUNA FOSA SEPTICA HA SIDO INSTALADA A PARTIR DEL OCTUBRE 3, 2010, ENTONCES EL SUBDIVIDOR DEBE DE RENOVAR SU CHEQUE DE DEPOSITO CON EL CONDADO DE HIDALGO. SI EL/ELLA DECISION EN NO RENOVAR LA CHEQUE DE DEPOSITO, ENTONCES EL/ELLA DEBEN DE OBTENER LOS PERMISOS APROPIADOS PARA INSTALAR TODAS LAS FOSAS SEPTICAS ANTES DE OCTUBRE 3, 2010. SI EL SUBDIVIDOR FALLA EN RENOVAR SU CHEQUE DE DEPOSITO O DE INSTALAR TODOS LOS SISTEMAS SEPTICOS HA LA FECHA YA INDICADA ANTERIORMENTE, ENTONCES EL CONDADO DE HIDALGO EN ACUERDO CON EL CONTRATO DE CONSTRUCCION INICIARA EL RETIRO DE FONDOS PARA LA INSTALACION DE LOS SISTEMAS PENDIENTES. SI EN UN SOLAR PERTENECIENDO HA ALGUIEN QUE SEA EL DUEÑO DE LA SUBDIVISION NINGUN SISTEMA SEPTICO HA SIDO INSTALADO APARTAR DEL OCTUBRE 3, 2010 ENTONCES EL DUEÑO DE LA SUBDIVISION PRIMERO LE RECORDARA AL DUEÑO DEL SOLAR LA DISPONIBILIDAD DEL SISTEMA SEPTICO. AL MENOS QUE EL DUEÑO DEL SOLAR HA INDICADO LA INSTALACION DEL SISTEMA SEPTICO NOTIFICANDO AL DUEÑO DE LA SUBDIVISION Y SOLICITANDO LA APLICACION PARA LA INSTALACION DEL SISTEMA, EL DUEÑO DE LA SUBDIVISION EJERCERA SU DERECHO DE ENTRADA POR MEDIO E UNA CARTA DE PODER PARA QUE EL/ELLA PUEDA INSTALAR EL SISTEMA SEPTICO O EL RENOVAR DE LA CHEQUE DE DEPOSITO PARA ESOS SISTEMAS SEPTICOS QUE A UN NO HAN SIDO INSTALADOS.

DE CUALQUIER MANERA, LOS SISTEMAS SEPTICOS SERAN ENTALLADOS PARA NOVIEMBRE 3, 2009. AL MENOS QUE EL DUEÑO DE LA SUBDIVISION RENUEVE SU CARTA DE CREDITO PARA CUBRIR LOS SISTEMAS QUE NO SE HAN INSTALADO PARA UN TIEMPO ADICIONAL APROBADO POR EL CONDADO DE HIDALGO, LAS FOSAS SEPTICAS TENDRAN QUE ESTAR INSTALADAS ANTES QUE EL CONDADO DE HIDALGO PUEDA APROBAR LA AUTORIZACION DE LUZ Y AGUA.

CERTIFICACION

CON MI FIRMA, CERTIFICO QUE LOS SISTEMA DE DRENAJE, DESCRITOS EN ESTE DOCUMENTO, CUMPLEN CON LAS MODEL SUBDIVISION RULES (LAS REGLAS GOBERNANDO A LAS SUBDIVISIONES), ADOPTADAS EN LA SECCION 16.343 DEL TEXAS WATER CODE (CODIGO DE AGUA DE TEXAS).

DRENAJE: SE ESTIMA QUE LAS FOSAS SEPTICAS (OSSF) COSTARAN US$1,000.00 POR LOTE (TODO INCLUSO) A UN COSTO TOTAL DE US$ 44,000.00 PARA TODA LA SUBDIVISION EN CHEQUE DE DEPOSITO.

EULALIO RAMIREZ
P.E. 77062

1-29-09
DATE

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS · LAND SURVEYORS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
PHONE 956-381-6480
FAX 956-381-0527

SHEET NO.	FILENAME: F:\DATA\SUBDIVS\HIDALGO CO.\RANCH PAPALOTES RANCHES\PAPA2-RPLAT			
4 OF 5	DATE PREPARED 12-22-2009	PREPARED BY M. GONZALEZ	CHECKED BY	APPROVED BY
	DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

AI-17264 **18.A.**

Dedication of Roadway - Diaz Street

CC REGULAR

Date:	09/08/2009
Submitted By:	Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For:	Joe Pena
Department:	RIGHT OF WAY DEPT.
Agenda Category:	Right of Way

Information

CAPTION

Consideration, action and/or approval to accept the dedication of Diaz Street- being a tract of land out of Johnny Subdivision (unrecorded subdivision) out of Farm Tract 485 as recorded in Vol. 2 Pg 34 of the Map Records Hidalgo County, Texas.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1202-431-00-122-006-0-711

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

BUDGETARY IMPACT:

Available balance as of 09-03-09. Three agreements included for each parcel in consideration of $1.00 each.

Market value was requested from Sandra Garcia. It was not available at this time but would like to proceed subject to market value. Values will be forwarded to the Auditor's/Purchasing departments when they become available.

Attachments

Link: Diaz Street

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/02/2009 11:28 AM	APRV
2	Olga Garza	Olga Garza	09/04/2009 10:01 AM	APRV
3	Auditor's Office		09/04/2009 05:31 PM	NEW

Form Started By: Sandra Garcia Started On: 09/02/2009 09:03 AM

Final Approval Date: 09/04/2009

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENCE NUMBER.
Chapter 11, Sec. 11.008 Texas Property Code

Diaz Street Project
Parcel: # 1
RIGHT-OF-WAY DONATION DEED

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HIDALGO §

That, I, Claud E. Lookingbill, of the County of Hidalgo, State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of One Dollar and No/100ths Dollars ($1.00) and other good and valuable consideration to Grantors in hand paid by the County of Hidalgo, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Donated and by these presents do Grant, Give and Convey unto the County of Hidalgo all that certain tract or parcel of land in Hidalgo County, Texas, more particularly described in Exhibit "A", which is attached hereto and incorporated herein for any and all purposes.

Grantors reserve all of the oil, gas and sulphur in and under the land herein conveyed but waive all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same, however, nothing in this reservation shall affect the title and rights of the County to take and use all other minerals and materials thereon, therein and thereunder.

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

IN WITNESS WHEREOF, this instrument is executed on this the 19th day of August, 2009.

Claud E Lookingbill
Claud E. Lookingbill

ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF HIDALGO

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Claud E. Lookimgbill, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 19th day of August, 2009.

Roy Gonzales
Notary Public, State of Texas

STATE OF TEXAS
COUNTY OF HIDALGO

EXHIBIT
tabbies
"A"

PARCEL 1
DIAZ ROAD RIGHT-OF-WAY

BEING A 0.596 OF AN ACRE (25,977 S.F.) TRACT OF LAND OUT OF JOHNNY SUBDIVISION (AN UNRECORDED SUBDIVISION), SITUATED IN FARM TRACT 485, AS RECORDED IN VOLUME 2, PAGE 34, OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS, SAID 0.596 OF AN ACRE BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a cotton spindle found in asphalt, at the southeast corner of said Farm Tract 485, in the centerline intersection of Mile 4 West Road and Mile 15 North Road;

THENCE, South 88°49'20" West, along the south boundary line of said Farm Tract 485, a distance of 996.09 feet to a point in Mile 15 North Road;

THENCE, North 24°15'05"East, leaving the south boundary line of said Farm Tract 485, a distance of 31.99 feet to a 1/2 inch iron rod found on the north right-of-way line of said Mile 15 North Road, at the southwest corner of that certain tract of land recorded in Document No. 352655 of the Official Records, for the southeast corner and the **POINT OF BEGINNING** of the herein described tract of land;

THENCE, South 88°49'20" West, along the north right-of-way line of said Mile 15 North, a distance of 52.80 feet, to a 1/2 inch iron rod found on the east boundary line of that certain 0.24 acre tract of land as recorded in Document No. 609900, of the Official Records, said 0.24 acre tract also being known as Lot 2 of said Johnny Subdivision;

THENCE, North 23°55'43" East, along the west boundary line of said Johnny Subdivision, at a distance of 131.19 feet pass a 1/2 inch iron rod found for the northeast corner of said 0.24 acre tract and the southeast corner of that certain 0.28 acre tract of land as recorded in Document No. 608438 of the Official Records (same point being the northeast corner of Lot 2 and the southeast corner of Lot 3 of said Johnny Subdivision), at a distance of 212.30 feet pass a 1/2 inch iron rod found for the northeast corner of said 0.28 acre tract and the southeast corner of that certain 0.28 acre tract of land as recorded in Document No. 657208, of the Official Records (same point being the northeast corner of Lot 3 and the southeast corner of Lot 4 of said Johnny Subdivision), at a distance of 293.20 feet pass a 1/2 inch iron rod found for the northeast corner of said 0.28 acre tract recorded in Document No. 657208 and the southeast corner of that certain 0.28 acre tract of land recorded in Volume 2566, Page 254, of the Deed Records (same point being the northeast corner of Lot 4 and the southeast corner of Lot 5 of said Johnny Subdivision), at a distance of 374.10 feet pass a 1/2 inch iron rod found for the northeast corner of said 0.28 acre tract recorded in Volume 2566, Page 254 and the southeast corner of that certain 0.28 acre tract

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of land recorded in Volume 2579, Page 227, of the Deed Records (same point being the northeast corner of Lot 5 and the southeast corner of Lot 6 of said Johnny Subdivision), at a distance of 455.04 feet pass a 1/2 iron rod found for the northeast corner of said 0.28 acre tract recorded in Volume 2579, Page 227 and the southeast corner of that certain tract recorded in Document No. 971201, of the Official Records (same point being the northeast corner of Lot 6 and the southeast corner of Lot 7 of said Johnny Subdivision), **for a total distance of 536.06 feet**, to a 1/2 iron rod found at the northeast corner of said tract recorded in Document No. 971201 and the southeast corner that certain tract of land recorded in Document No. 566957 of the Official Records (same point being the northeast corner of Lot 7 and the southeast corner of Lot 8 of said Johnny Subdivision), for the northwest corner of this tract;

THENCE, North 88°49'20" East, a distance of 52.33 feet, to a 5/8 inch iron rod set with a yellow plastic cap stamped "DLS BNDRY MKR", on the west boundary line of that certain 3.094 acre tract of land recorded in Document No. 1428523, of the Official Records, for the northeast corner of this tract;

THENCE, South 23°30'50" West, along the west boundary line of said 3.094 acre tract and the west boundary line of that certain 2.000 acre tract of land recorded in Document No. 1528066, of the Official Records, consecutively, at a distance of 35.04 feet, pass a 1/2 inch iron rod found with a red plastic cap stamped "RRA", for the southwest corner of said 3.094 acre tract and the northwest corner of said 2.00 acre tract, for a total distance of 267.44 feet, to a 1/2 inch iron rod found with a red plastic cap stamped "RRA", for the southwest corner of said 2.000 acre tract, same point being an angle point in the east boundary line of this tract;

THENCE, South 24°15'05" West, a distance of 268.43 feet to the **POINT OF BEGINNING** of the herein described tract of land, said tract contains 0.596 of an acre (25,977 S.F.), more or less, within these metes and bounds.

Bearings are based on Grid North, Texas State Plane Coordinate System, South Zone, NAD 83.

All references to Deed Records, Map Records and Official Records are of Hidalgo County, Texas.

A survey plat of even date was prepared and is made a part of this metes and bounds description.

R. Michael Wood 7/17/09

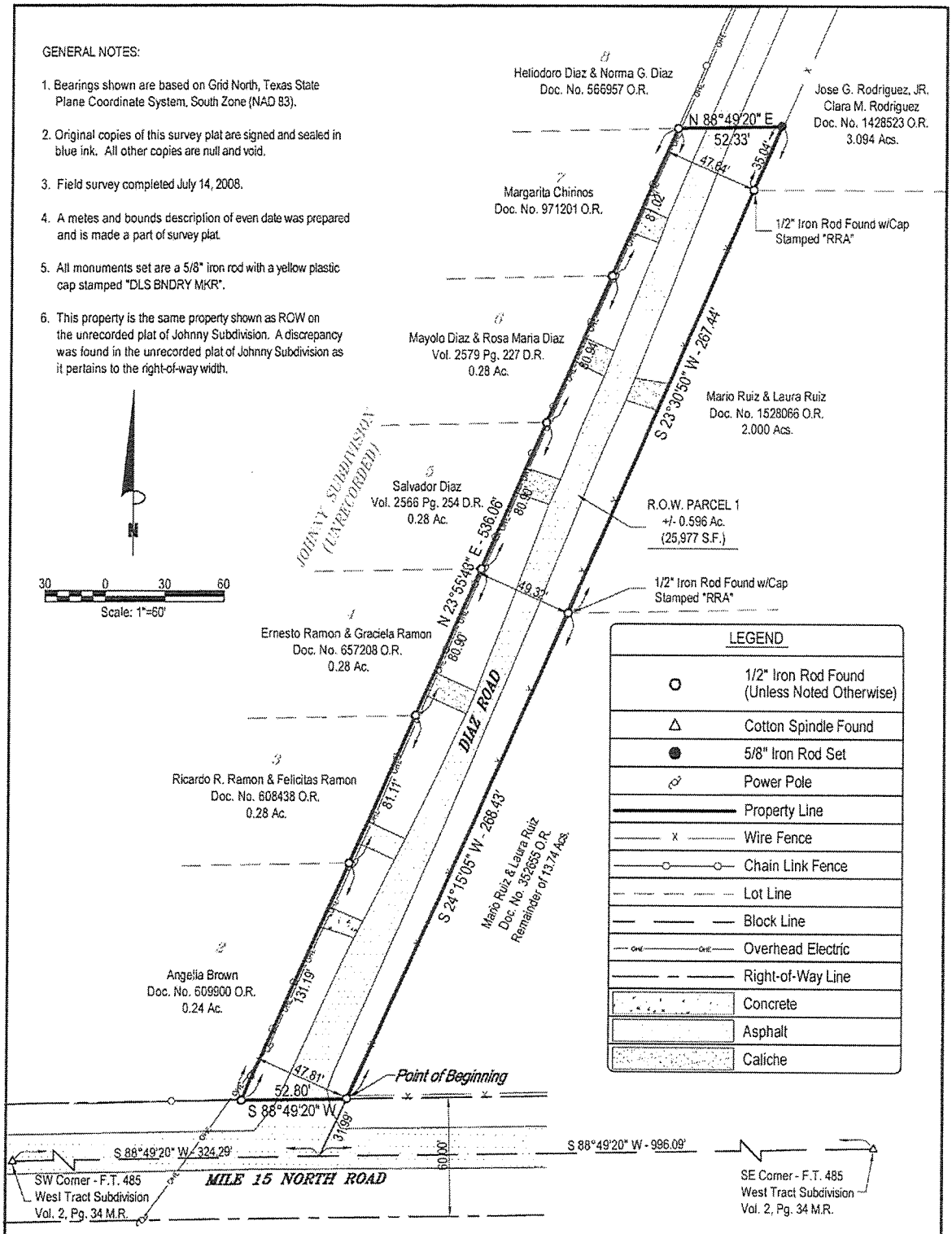
R. Michael Wood, R.P.L.S. No. 5974

STATE OF TEXAS
REGISTERED
R. MICHAEL WOOD
5974
PROFESSIONAL
LAND SURVEYOR

P.O. Box 1300, Donna, Texas 78537 ♦ Phone: 956.968.8800 ♦ Fax: 956.447.8194

GENERAL NOTES:

1. Bearings shown are based on Grid North, Texas State Plane Coordinate System, South Zone (NAD 83).
2. Original copies of this survey plat are signed and sealed in blue ink. All other copies are null and void.
3. Field survey completed July 14, 2008.
4. A metes and bounds description of even date was prepared and is made a part of survey plat.
5. All monuments set are a 5/8" iron rod with a yellow plastic cap stamped "DLS BNDRY MKR".
6. This property is the same property shown as ROW on the unrecorded plat of Johnny Subdivision. A discrepancy was found in the unrecorded plat of Johnny Subdivision as it pertains to the right-of-way width.



LEGEND	
○	1/2" Iron Rod Found (Unless Noted Otherwise)
△	Cotton Spindle Found
●	5/8" Iron Rod Set
	Power Pole
	Property Line
x	Wire Fence
	Chain Link Fence
	Lot Line
	Block Line
OHE	Overhead Electric
	Right-of-Way Line
	Concrete
	Asphalt
	Caliche

I, R. Michael Wood, a Registered Professional Land Surveyor in the State of Texas, hereby certify that the foregoing plat was prepared from a survey, made on the ground, under my direction and that it is true and correct.

R. Michael Wood 7/17/09

R. Michael Wood, R.P.L.S. 5974

PARCEL 1
DIAZ ROAD RIGHT-OF-WAY
BEING A 0.596 ACRE (25,977 S.F.) TRACT OF LAND OUT OF JOHNNY SUBDIVISION (AN UNRECORDED SUBDIVISION) SITUATED IN FARM TRACT 485 AS RECORDED IN VOLUME 2, PAGE 34, OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS.

DLS
Dos Land Surveying
P.O. Box 1300 Ph (956)246-0064
Donna, TX 78537 Fax (956)447-8194

STATE OF TEXAS REGISTERED R. MICHAEL WOOD 5974 PROFESSIONAL LAND SURVEYOR

Drawn By:		Checked By:	RMW
Scale:	1" = 60'		
Date:	7/17/09		
Project:	DIAZ STREET - ROW	Sheet	1 of 1

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENCE NUMBER.
Chapter 11, Sec. 11.008 Texas Property Code

Diaz Street Project
Parcel: # 2
RIGHT-OF-WAY DONATION DEED

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HIDALGO §

That, We, Alejandro Villalpando and wife Melinda Villalpando and Gilberto Villalpando and wife Ramona Villalpando, of the County of Hidalgo, State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of One Dollar and No/100ths Dollars ($1.00) and other good and valuable consideration to Grantors in hand paid by the County of Hidalgo, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Donation and by these presents do Grant, Give and Convey unto the County of Hidalgo all that certain tract or parcel of land in Hidalgo County, Texas, more particularly described in Exhibit "A", which is attached hereto and incorporated herein for any and all purposes.

Grantors reserve all of the oil, gas and sulphur in and under the land herein conveyed but waive all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same, however, nothing in this reservation shall affect the title and rights of the County to take and use all other minerals and materials thereon, therein and thereunder.

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

IN WITNESS WHEREOF, this instrument is executed on this the 28 day of August, 2009

Alejandro Villalpando

Melinda Villalpando

Gilberto Villalpando

Ramona Villalpando

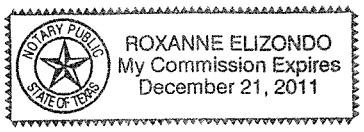
ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF HIDALGO

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Alejandro Villalpando and Melinda Villalpando, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 28 day of August, 2009.



Roxanne Elizondo
Notary Public, State of Texas

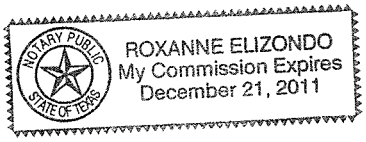
ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF HIDALGO

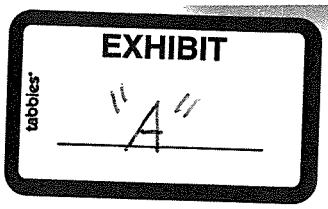
BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Gilberto Villalpando and Ramona Villalpando, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 28 day of August, 2009.



Roxanne Elizondo
Notary Public, State of Texas

STATE OF TEXAS
COUNTY OF HIDALGO



PARCEL 2
DIAZ ROAD RIGHT-OF-WAY

BEING A 0.087 OF AN ACRE (3,807 S.F.) TRACT OF LAND OUT OF JOHNNY SUBDIVISION (AN UNRECORDED SUBDIVISION), SITUATED IN FARM TRACT 485, AS RECORDED IN VOLUME 2, PAGE 34, OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS, SAID 0.087 OF AN ACRE BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a cotton spindle found in asphalt, at the southeast corner of said Farm Tract 485, in the centerline intersection of Mile 4 West Road and Mile 15 North Road;

THENCE, South 88°49'20" West, along the south boundary line of said Farm Tract 485, a distance of 996.09 feet to a point in Mile 15 North Road;

THENCE, North 24°15'05"East, leaving the south boundary line of said Farm Tract 485, at a distance of 31.99 feet, pass a 1/2 inch iron rod found on the north right-of-way line of said Mile 15 North Road, a total distance of 300.42 feet to a 1/2 inch iron rod found with a red plastic cap stamped "RRA", for the southwest corner of that certain 2.000 acre tract of land recorded in Document No. 1528066, of the Official Records;

THENCE, North 23°30'50" East, at a distance of 232.40 feet, pass a 1/2 inch iron rod found with a red plastic cap stamped "RRA", for the northwest corner of said 2.000 acre tract and the southwest corner of that certain 3.094 acre tract of land recorded in Document No. 1428523, of the Official Records, a total distance of 267.44 feet, to a 5/8 inch iron rod set with a yellow plastic cap stamped "DLS BNDRY MKR", for the southeast corner and the **POINT OF BEGINNING** of the herein described tract of land;

THENCE, South 88°49'20" West, a distance of 52.33 feet to a 1/2 inch iron rod found at the northeast corner of that certain tract of land recorded in Document No. 971201, of the Official Records and the southeast corner of that certain tract of land recorded in Document No. 566957, of the Official Records (same point being the northeast corner of Lot 7 and the southeast corner of Lot 8 of said Johnny Subdivision), for the southwest corner of this tract;

THENCE, North 23°55'43" East, a distance of 80.84 feet to a 1/2 inch iron rod found at the northeast corner of said tract recorded in Document No. 566957 and the southeast corner of that certain tract of land recorded in Document No. 604641 of the Official Records (same point being the northeast corner of Lot 8 and the southeast corner of Lot 9 of said Johnny Subdivision), for the northwest corner of this tract;

P.O. Box 1300, Donna, Texas 78537 ♦ Phone: 956.968.8800 ♦ Fax: 956.447.8194

THENCE, North 88°49'20" East, a distance of 51.69 feet, to a 5/8 inch iron rod set with a yellow plastic cap stamped "DLS BNDRY MKR", on the west boundary line of said 3.094 acre tract, for the northeast corner of this tract;

THENCE, South 23°30'50" West, along the west boundary line of said 3.094 acre tract, for a distance of 80.57 feet, to the **POINT OF BEGINNING** of the herein described tract of land, said tract contains 0.087 of an acre (3,807 S.F.), more or less, within these metes and bounds.

Bearings are based on Grid North, Texas State Plane Coordinate System, South Zone, NAD 83.

All references to Deed Records, Map Records and Official Records are of Hidalgo County, Texas.

A survey plat of even date was prepared and is made a part of this metes and bounds description.

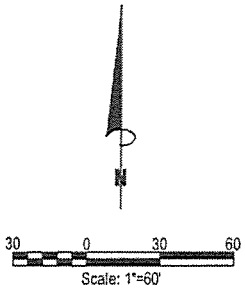
7/17/09

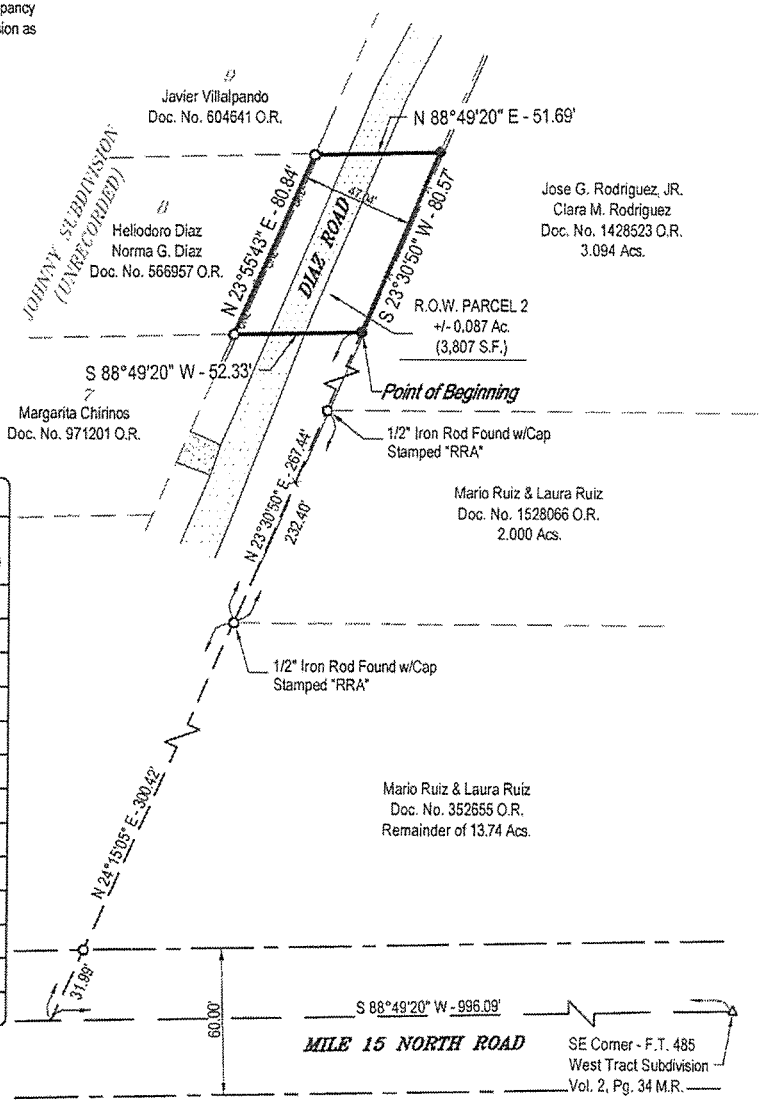
R. Michael Wood, R.P.L.S. No. 5974

P.O. Box 1300, Donna, Texas 78537 ♦ Phone: 956.968.8800 ♦ Fax: 956.447.8194

GENERAL NOTES:

1. Bearings shown are based on Grid North, Texas State Plane Coordinate System, South Zone (NAD 83).
2. Original copies of this survey plat are signed and sealed in blue ink. All other copies are null and void.
3. Field survey completed July 14, 2008.
4. A metes and bounds description of even date was prepared and is made a part of survey plat.
5. All monuments set are a 5/8" iron rod with a yellow plastic cap stamped "DLS BNDRY MKR".
6. This property is the same property shown as ROW on the unrecorded plat of Johnny Subdivision. A discrepancy was found in the unrecorded plat of Johnny Subdivision as it pertains to the right-of-way width.





LEGEND	
○	1/2" Iron Rod Found (Unless Noted Otherwise)
△	Cotton Spindle Found
●	5/8" Iron Rod Set
	Power Pole
	Property Line
x	Wire Fence
	Chain Link Fence
	Lot Line
	Block Line
OHE	Overhead Electric
	Right-of-Way Line
	Concrete
	Asphalt
	Caliche

I, R. Michael Wood, a Registered Professional Land Surveyor in the State of Texas, hereby certify that the foregoing plat was prepared from a survey, made on the ground, under my direction and that it is true and correct.

R. Michael Wood 7/17/09
R. Michael Wood, R.P.L.S. 5974

PARCEL 2
DIAZ ROAD RIGHT-OF-WAY
BEING A 0.087 ACRE (3,807 S.F.) TRACT OF LAND OUT OF JOHNNY SUBDIVISION (AN UNRECORDED SUBDIVISION) SITUATED IN FARM TRACT 485 AS RECORDED IN VOLUME 2, PAGE 34, OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS.

DLS
Dos Land Surveying
P.O. Box 1300 Ph (956)246-0064
Donna, TX 78537 Fax (956)447-8194

STATE OF TEXAS
REGISTERED
R. MICHAEL WOOD
5974
PROFESSIONAL
LAND SURVEYOR

Drawn By:		Checked By:	RMW
Scale:	1" = 60'		
Date:	7/17/09		
Project:	DIAZ STREET - ROW	Sheet	1 of 1

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENCE NUMBER.
Chapter 11, Sec. 11.008 Texas Property Code

Diaz Street Project
Parcel: # 3
RIGHT-OF-WAY DONATION DEED

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HIDALGO §

That, We, Alejandro Villalpando and wife Melinda Villalpando and Gilberto Villalpando and wife Ramona Villalpando, of the County of Hidalgo, State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of One Dollar and No/100ths Dollars ($1.00) and other good and valuable consideration to Grantors in hand paid by the County of Hidalgo, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Donated and by these presents do Grant, Give and Convey unto the County of Hidalgo all that certain tract or parcel of land in Hidalgo County, Texas, more particularly described in Exhibit "A", which is attached hereto and incorporated herein for any and all purposes.

Grantors reserve all of the oil, gas and sulphur in and under the land herein conveyed but waive all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same, however, nothing in this reservation shall affect the title and rights of the County to take and use all other minerals and materials thereon, therein and thereunder.

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

IN WITNESS WHEREOF, this instrument is executed on this the 28 day of August, 2009.

Alejandro Villalpando

Melinda Villalpando

Gilberto Villalpando

Ramona Villalpando

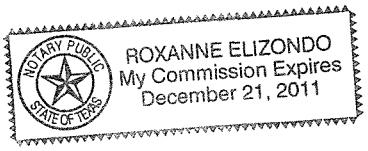
ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF HIDALGO

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Alejandro Villalpando and Melinda Villalpando, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 28 day of August 2009.



Roxanne Elizondo
Notary Public, State of Texas

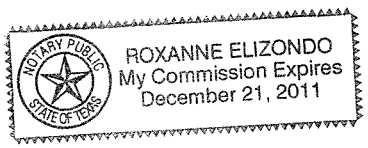
ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF HIDALGO

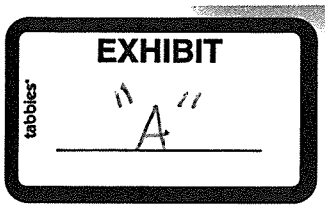
BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Gilberto Villalpando and Ramona Villalpando, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 28 day of August 2009.



Roxanne Elizondo
Notary Public, State of Texas

STATE OF TEXAS
COUNTY OF HIDALGO



PARCEL 3
DIAZ ROAD RIGHT-OF-WAY

BEING A 0.087 OF AN ACRE (3,782 S.F.) TRACT OF LAND OUT OF JOHNNY SUBDIVISION (AN UNRECORDED SUBDIVISION), SITUATED IN FARM TRACT 485, AS RECORDED IN VOLUME 2, PAGE 34, OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS, SAID 0.087 OF AN ACRE BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a cotton spindle found in asphalt, at the southeast corner of said Farm Tract 485, in the centerline intersection of Mile 4 West Road and Mile 15 North Road;

THENCE, South 88°49'20" West, along the south boundary line of said Farm Tract 485, a distance of 996.09 feet to a point in Mile 15 North Road;

THENCE, North 24°15'05"East, leaving the south boundary line of said Farm Tract 485, at a distance of 31.99 feet, pass a 1/2 inch iron rod found on the north right-of-way line of said Mile 15 North Road, a total distance of 300.42 feet to a 1/2 inch iron rod found with a red plastic cap stamped "RRA", for the southwest corner of that certain 2.000 acre tract of land recorded in Document No. 1528066, of the Official Records;

THENCE, North 23°30'50" East, at a distance of 232.40 feet, pass a 1/2 inch iron rod found for the northwest corner of said 2.000 acre tract and the southwest corner of that certain 3.094 acre tract of land recorded in Document No. 1428523, of the Official Records, a total distance of 348.01 feet, to a 5/8 inch iron rod set with a yellow plastic cap stamped "DLS BNDRY MKR", for the southeast corner and the **POINT OF BEGINNING** of the herein described tract of land;

THENCE, South 88°49'20" West, a distance of 51.69 feet to a 1/2 inch iron rod found at the northeast corner of that certain tract of land recorded in Document No. 566957, of the Official Records and the southeast corner of that certain tract of land recorded in Document No. 604641, of the Official Records (same point being the northeast corner of Lot 8 and the southeast corner of Lot 9 of said Johnny Subdivision), for the southwest corner of this tract;

THENCE, North 23°55'43" East, a distance of 81.32 feet to a 5/8 inch iron rod set with a yellow plastic cap stamped "DLS BNDRY MKR" at the northeast corner of said tract recorded in Document No. 604641 (same point being the northeast corner of Lot 9 of said Johnny Subdivision), for the northwest corner of this tract;

P.O. Box 1300, Donna, Texas 78537 ♦ Phone: 956.968.8800 ♦ Fax: 956.447.8194

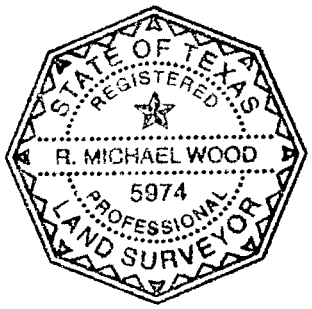
THENCE, North 88°49'20" East, a distance of 51.04 feet, to a 5/8 inch iron rod set with a yellow plastic cap stamped "DLS BNDRY MKR", for the northeast corner of this tract;

THENCE, South 23°30'50" West, at a distance of 6.09 feet, pass a 1/2 inch iron rod found with a red plastic cap stamped "RRA" for the northwest corner of said 3.094 acre tract, total distance of 81.05 feet, to the **POINT OF BEGINNING** of the herein described tract of land, said tract contains 0.087 of an acre (3,782 S.F.), more or less, within these metes and bounds.

Bearings are based on Grid North, Texas State Plane Coordinate System, South Zone, NAD 83.

All references to Deed Records, Map Records and Official Records are of Hidalgo County, Texas.

A survey plat of even date was prepared and is made a part of this metes and bounds description.



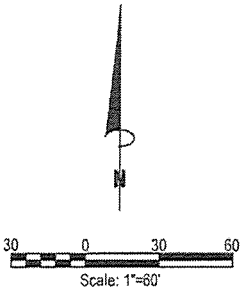
R. Michael Wood 7/17/09

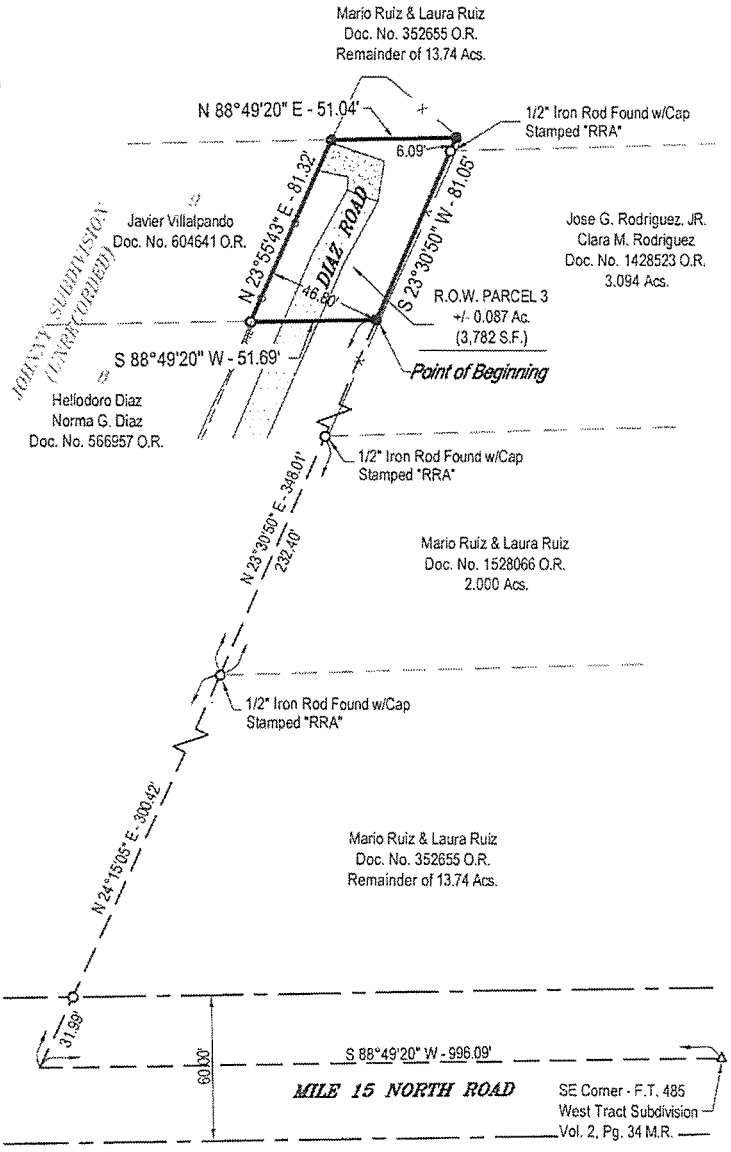
R. Michael Wood, R.P.L.S. No. 5974

P.O. Box 1300, Donna, Texas 78537 ♦ Phone: 956.968.8800 ♦ Fax: 956.447.8194

GENERAL NOTES:

1. Bearings shown are based on Grid North, Texas State Plane Coordinate System, South Zone (NAD 83).
2. Original copies of this survey plat are signed and sealed in blue ink. All other copies are null and void.
3. Field survey completed July 14, 2008.
4. A metes and bounds description of even date was prepared and is made a part of survey plat.
5. All monuments set are a 5/8" iron rod with a yellow plastic cap stamped "DLS BNDRY MKR".
6. This property is the same property shown as ROW on the unrecorded plat of Johnny Subdivision. A discrepancy was found in the unrecorded plat of Johnny Subdivision as it pertains to the right-of-way width.





LEGEND	
○	1/2" Iron Rod Found (Unless Noted Otherwise)
△	Cotton Spindle Found
●	5/8" Iron Rod Set
	Power Pole
	Property Line
x	Wire Fence
	Chain Link Fence
	Lot Line
	Block Line
OHE	Overhead Electric
	Right-of-Way Line
	Concrete
	Asphalt
	Caliche

I, R. Michael Wood, a Registered Professional Land Surveyor in the State of Texas, hereby certify that the foregoing plat was prepared from a survey, made on the ground, under my direction and that it is true and correct.

7/17/09

R. Michael Wood, R.P.L.S. 5974

PARCEL 3
DIAZ ROAD RIGHT-OF-WAY
BEING A 0.087 ACRE (3,782 S.F.) TRACT OF LAND OUT OF JOHNNY SUBDIVISION (AN UNRECORDED SUBDIVISION) SITUATED IN FARM TRACT 485 AS RECORDED IN VOLUME 2, PAGE 34, OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS.

DLS
Dos Land Surveying
P.O. Box 1300 Ph (956)246-0064
Donna, TX 78537 Fax (956)447-8194

STATE OF TEXAS REGISTERED R. MICHAEL WOOD 5974 PROFESSIONAL LAND SURVEYOR

Drawn By:		Checked By:	RMW
Scale:	1" = 60'		
Date:	7/17/09		
Project:	DIAZ STREET - ROW	Sheet	1 of 1

AI-17272 **19.A.**

BCAP Rescind Inter Local Agreement between the City of Alton and County of Hidalgo (Palm Lake Estates Subdivision)

CC REGULAR

Date:	09/08/2009
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	Colonia Access Program **Purchasing only:** CAP Pct.3

Information

CAPTION

1. Requesting to rescind action taken by Commissioner's Court on August 11, 2009 approving Inter Local Agreement between the City of Alton and the County of Hidalgo. This agreement involves Palm Lake Estates Subdivision which is not within the city limits of Alton thus the requested action.

2. Discussion, consideration and action on revised Interlocal Agreement between County of Hidalgo and The City of Alton to construct 3rd Call Border Colonia Access Program within the city of limits of Alton (Vereda Tropical Subdivision).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1312-431-00-123-780-1-XXX

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

BUDGETARY IMPACT:

Obj. Code 731: Available funds as of 9/4/09 is $90,779.50.
Obj. Code 733: Available funds as of 9/4/09 is $25,660.00.

Attachments

Link: Revised Interlocal Agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvonne Ramon	Angela Garcia	09/03/2009 08:11 AM	APRV
2	Yvette Islas	Yvette Islas	09/04/2009 11:29 AM	APRV
3	Budget & Management	Erika Zamora	09/04/2009 11:52 AM	APRV
4	Perla Lopez	Perla Lopez	09/04/2009 01:10 PM	APRV
5	Auditor's Office		09/04/2009 05:31 PM	NEW

Form Started By: Marcie Jackson — Started On: 09/02/2009 10:57 AM

Final Approval Date: 09/04/2009

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE CITY OF ALTON, TEXAS
AND COUNTY OF HIDALGO, TEXAS
C-CAP-09-_____-____-_____

THIS Agreement is made on this the 25th day of August, 2009, by and between the **CITY OF ALTON, TEXAS** hereinafter referred to as "City", and the **COUNTY OF HIDALGO, TEXAS,** hereinafter referred to as "County", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, City is a home rule municipality located in Hidalgo County, Texas:

WHEREAS, County is a county in the State of Texas;

WHEREAS, City and County, each pursuant to its statutory and constitutional authority, are responsible for maintenance and improvements of certain public roadways within their boundaries, and are desirous that the necessary improvements be done to expand and improve certain roads providing access to various Colonias within the City and the County;

WHEREAS, the County is eligible to receive TXDOT 3rd Call Border Colonia Access Program Funding (the "Border Program") for eligible roadway improvements to Colonias;

WHEREAS, the Border Colonia Access Program allows for improvement of roads within the corporate limits of City that are identified and included in the Texas Water Development Board Economically Distressed Areas Program;

WHEREAS, City and County, through the Border Colonia Access Program have designated Maryland Street within the Vereda Tropical Subdivision (collectively the "Road(s)") located within the City Limits for improvements including reconstruction and repaving of the Roads (collectively the "Work");

WHEREAS, the Roads qualifies for inclusion in the Texas Water Development Board Economically Distressed Areas Program;

WHEREAS, the "Border Program" allows for the improvement of roads within the corporate limits of the City that are identified and included in the Texas Water Developmental Broad Economically Distressed Areas Program;

WHEREAS, County has determined that the County will receive benefit from improvements to the Roads;

WHEREAS, City and County have agreed to cooperate in the improvements to the Roads as further described herein;

WHEREAS, City and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et seq., (the "Act") which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act, and pursuant to the County Road and Bridge Act which authorizes counties to improve roadways within the limits of a city with the city's consent.

WHEREAS, City, pursuant to Tex. Trans. Code Section 251.012, authorizes County to perform the work described herein.

NOW THEREFORE, City and County, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. The parties agree to make improvements to the Roads as further described in this Agreement.

2. County, at its sole cost and expense shall, through an independent contractor, contract for improvements to the Roads in amounts not to exceed Ninety Thousand Seven Hundred Seventy-Nine and 50/100ths ($90,779.50) for street improvements and Twenty-Five Thousand Six Hundred Sixty and 00/100ths ($25,660.00) for drainage improvements for Vereda Tropical Subdivision. (Except for utility adjustments described in numbered paragraph 4 herein).

3. City agrees to reimburse the County for any non-eligible Border Program improvements for the Roads and necessary drainage and to make such reimbursements within (15) days of receipt of such invoices by City from County.

4. City shall, at its sole cost and expense, make any adjustments to utilities which may be necessary for the construction of the Road improvements and that lie within the City's corporate limits.

5. County and City will coordinate work schedules in order to provide for minimal disruption of traffic and operation of the Roads, and will use their best efforts to complete the improvements within two hundred and seventy (270) days of the execution of this Agreement.

6. The City agrees to provide manpower as requested by the County upon need.
7. Upon completion of the Work described herein, the parties agree the City shall be responsible for the maintenance of the Roads as long as the Roads remains within the city limits and the County shall have no obligation whatsoever for future improvements or maintenance of the Roads.

8. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed to require the commission of any act contrary to law, and

whenever there is any conflict between any provision of this Agreement and any (applicable law,) present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but only in such event necessary to bring them within the legal requirements and during the time such conflicts exists.

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

10. **Entire Agreement**. This Agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party has made (either directly or through any agent or representative) any representation or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by City and County, and not otherwise.

11. **Texas Law to Apply**. This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

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

If to City:	City of Alton Attention: Salvador Vela, Mayor 509 S. Alton Blvd Alton, TX 78573
If to County:	County of Hidalgo Attention: Juan D Salinas III, County Judge P.O. Box 758 Edinburg TX 78540-0758
With Copy to:	Commissioner, Precinct 3 Joe M. Flores 724 North Breyfogle P O Box 607 Mission, TX 78572

Colonia Access Program Director
Attention: Agapito Vargas
301 East State
Pharr, TX 78577

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

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

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

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

16. **Headings**. The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.

17. **Gender and Number**. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.

18. **Authority to Execute**. The execution and performance of this Agreement by each of the parties have been duly authorized by all necessary laws, resolutions, ordinances or government body action, and this Agreement constitutes the valid and enforceable obligations of the parties hereto in Accordance with its terms.

19. **Governmental Purpose**. Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

20. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon thirty (30) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this

provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. 271.903.

21. **Severability**. Should any phrase, clause, sentence or section of this Agreement be judicially declared to be invalid, unenforceable or void, such decision will not have the effect of invalidating or voiding the remainder of this Agreement, and such part of this Agreement will be deemed to have been stricken herefrom and the remainder of this Agreement will have the same force and effect as if such part or parts had never been included herein.

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

THE CITY OF ALTON

Salvador Vela, Mayor

ATTEST:

Baudelia Rojas, City Secretary

CITY OF ALTON TEXAS

COUNTY OF HIDALGO

Juan D Salinas III, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

APPROVE AS TO FORM:

ATLAS & HALL, LLP

By: Stephen Crain

AI-17319 **20.A.**

Naming of Roads

CC REGULAR

Date:	09/08/2009
Submitted By:	Noe Montez, COMM. PCT. #1
Submitted For:	Joseph Palacios
Department:	COMM. PCT. #1
Agenda Category:	Precinct #1

Information

CAPTION

1. Approval to name a road that has been accepted by the County, (See AI-16950 8/18/09), located on the East side of Baseline between Mile 11 North and Mile 11 1/2 North to the following: Judge Beto Garza Dr. 911 Department has been notified and approved.

2. Approval to name a road that has been accepted by the County, (See AI-16810 8/11/09), located East on Mile 15 North and Mile 6 West/Westgate to the following: John T Eberle Dr. 911 Department has been notified and approved.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/03/2009 03:00 PM	APRV
2	Erika Zamora	Erika Zamora	09/03/2009 04:42 PM	APRV
3	Auditor's Office		09/04/2009 05:31 PM	NEW

Form Started By: Noe Montez Started On: 09/03/2009 02:23 PM

Final Approval Date: 09/04/2009

AI-17320 **21.A.**

Solid Waste Grant - Pct. 3

CC REGULAR

Date:	09/08/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Submitted For:	Mona Parras
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Precinct #3

Information

CAPTION

1. Authorization and approval to submit application for the Solid Waste Grant to the Lower Rio Grande Valley Development Council for Precinct # 3, Commissioner Joe M. Flores Office

2. Approval of resolution supporting the Solid Waste Grant application for Precinct # 3, Commissioner Joe M. Flores Office

BACKGROUND

I will send you back up information on grant –the three resolutions –thank you –Mona

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No County match required.

Attachments

Link: resolution

Link: application form

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/03/2009 03:02 PM	APRV
2	Perla Lopez	Perla Lopez	09/04/2009 05:27 PM	APRV
3	Auditor's Office		09/04/2009 05:31 PM	NEW

Form Started By: Monica Badillo — Started On: 09/03/2009 02:23 PM

Final Approval Date: 09/04/2009

RESOLUTION

RESOLUTION OF COUNTY OF HIDALGO AUTHORIZING THE FILING OF A GRANT APPLICATION WITH THE LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL FOR A REGIONAL SOLID WASTE GRANTS PROGRAM GRANT; AUTHORIZING COMMISSIONER JOE M. FLORES TO ACT ON BEHALF OF COUNTY OF HIDALGO IN ALL MATTERS RELATED TO THE APPLICATION; AND PLEDGING THAT IF A GRANT IS RECEIVED COUNTY OF HIDALGO WILL COMPLY WITH THE GRANT REQUIREMENTS OF THE LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL, THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY AND THE STATE OF TEXAS.

WHEREAS, the Lower Rio Grande Valley Development Council is directed by the Texas Commission on Environmental Quality to administer solid waste grant funds for implementation the COG's adopted regional solid waste management plan; and

WHEREAS, County of Hidalgo in the State of Texas is qualified to apply for grant funds under the Request for Applications;

NOW, THEREFORE, BE IT RESOLVED BY COUNTY OF HIDALGO, EDINBURG, TEXAS;

1. Commissioner Joe M. Flores is authorized to request grant funding under the Lower Rio Grande Valley Development Council. Request for Applications of the Regional Solid Waste Grants Program and act on behalf of County of Hidalgo in all matters related to the grant applications and any subsequent grant contract and grant project that may result.

2. That if the project is funded, County of Hidalgo will comply with the grant requirements of the Lower Rio Grande Valley Development Council, Texas Commission on Environmental Quality and the State of Texas.

3. The grant funds and any grant-funded equipment or facilities will be used only for the purpose for which they are intended under the grant.

4. That activities will comply with and support the adopted regional and local solid waste management plans adopted for the geographical area in which the activities are performed.

PASSED AND APPROVED BY Hidalgo County Commissioner's Court in Edinburg, Texas, on this the 8 day of September, 2009.

_____ Notary: _____

(Signature of Authorized Official) (Signature)

Juan D. Salinas III Monica Badillo

(Typed or Printed Name) (Type or Printed Name)

County Judge _____

(Title) (Commission Expires)

The Lower Rio Grande Valley Development Council
In Cooperation with the Texas Commission on Environmental Quality
SOLID WASTE GRANT APPLICATION FORM
Check one: ***FY 10*** ☐ ***FY 11***
Please type or legibly print the application. Typing is preferred. Use no smaller than a 10-point font.

Applicant Information	
Applicant/Receiving Party:	Department/Division:
Primary Project Contact - Authorized Representative:	Project Contact Title:
Street Address (No PO Boxes)	Primary Project Contact's Direct Telephone/Fax: /
City State Zip Code	Email Address
Primary Financial Contact - Authorized Representative:	Financial Contact Title:
Street Address (No PO Boxes)	Primary Financial Contact's Direct Telephone/Fax: /
City State Zip Code	Email Address

Other Participating Entities - Regional Projects - New Projects

New Projects - All new projects never been funded automatically receive 10 points.

☐ Yes (up to 10 points in scoring) ☐ No (0 points)

Grant/Project Information (Pick ONE Category Only)

_____ Local Enforcement	_____ Citizens' Collection Stations and "Small" Registered Transfer Stations
_____ Source Reduction and Recycling	_____ Local Solid Waste Management Plans
_____ Education and Training	
_____ Litter and Illegal Dumping Cleanup and Community Collection Events	_____ Other

Proposed Funding: Grant Request: $ _____ Applicant's Match: $ _____ Total Project Amount: $0	**Estimated Project Timeframe:**

BRIEF Project Description: *(Describe your project in 10 words or less.)*

Please review the Certifications and Assurances and sign the application on the top of page 2.

Signature	
By the following signature, the Applicant certifies that it has reviewed the certifications, assurances and deliverables included in this application, that all certifications are true and correct, that assurances have been reviewed and understood, and that all required deliverables are included with this application submittal.	
Signature:	Title:
Typed/Printed Name:	Date Signed:

Certifications:

In order to receive grant funds under this program, the proposed project must conform to the provisions set forth in the Request for Applications (RFA). The following certifications are intended to help LRGVDC ensure that these provisions are met. By signing this Application, the person acting on behalf of the Applicant makes the certifications listed below.

1. **Authority to Sign Application**

   The person signing this Application hereby certifies that he/she has authority from the Applicant to sign the Application and that such authority will bind the Applicant in subsequent agreements.

2. **Application Contains No False Statements**

   Applicant certifies that this Application has no false statements and that the Applicant understands that signing this Application with a false statement is a material breach of contract and shall void the submitted Application and any resulting contracts. The Applicant understands that LRGVDC will not accept any amendment, revision, addition or alteration to this Application after the final date and time for submission.

3. **Governmental Status**

   Applicant certifies that it is located in the State of Texas and fits within one of the governmental classifications listed below, as determined under state law:

   a. City
   b. County
   c. Public school district (not including Universities or post secondary educational institutions)
   d. Other general and special law district with the authority and responsibility for water quality protection or municipal solid waste management, including river authority
   e. Council of Government

4. **Conformance to Standards**

   The Applicant certifies to the best of their knowledge and ability that the proposed project, including all activities in the application, conforms to the eligible category standards and allowable expense and funding standards as set forth in the Request for Applications.

5. **Solid Waste Fee Payments**

   Applicant certifies that it is not delinquent in payment of solid waste disposal fees owed by the State of Texas.

6. **Consideration of Private Industry**

   The following certification only applies if the project is under one of the following grant categories:

   a. Source Reduction and Recycling
   b. Citizens' Collection Stations and "Small" Registered Transfer Stations
   c. A demonstration project under the Educational and Training Projects category

   Applicant certifies that it has notified private service providers in accordance with the requirements set forth in the Request for Applications and the instructions provided with this application form. Applicant further certifies to the best of their knowledge and ability that the proposed project will promote cooperation between public and private entities, is not otherwise readily available, and will not create a competitive advantage over a private industry that provides recycling or solid waste services.

7. **Consistency with Regional Solid Waste Management Plan Amendment**

   Applicant certifies to the best of their knowledge and ability that the proposed project is consistent with applicable goals, objectives, and recommendations LRGVDC's adopted regional solid waste management plan amendment.

8. Technical Feasibility

Applicant certifies that it has carefully reviewed its Application and that to the best of their knowledge and ability all activities are technically feasible and can be satisfactorily completed within the grant period as set forth in the Request for Applications.

9. Costs Reasonable and Necessary

Applicant certifies to the best of their knowledge and ability that the proposed project activities in the Application and the expenses outlines in the Budget are reasonable and necessary to accomplish the project objectives, and that the proposed expenses are consistent with the costs of comparable goods and services.

10. Certification by Law Enforcement Programs

If the Applicant is a law enforcement entity regulated by Chapter 415 of the Government Code, the Applicant certifies that it is in compliance with all rules developed by the Texas Commission on Law Enforcement Officer Standards and Education (TCLEOSE) pursuant to Chapter 415, Government Code; or that it is in the process of achieving compliance with such rules. If compliance is pending, a certification from TCLEOSE must be attached to indicate that the Applicant is in the process of achieving compliance with the rules.

Assurances

If the application is approved for funding, the grant funds will be awarded through a contract between the Applicant and LRGVDC. The grant contract will contain a number of standards, requirements, and processes that must be complied with as a condition of receiving the grant funds. In order to ensure an understanding by the Applicant of some of the main conditions that will be included in the contract, the Applicant is asked to review the following assurances. By signing this Application, the person acting on behalf of the Applicant indicates their understanding of these conditions and provides assurances that these and other conditions set forth in the grant contract will be adhered to if funding is awarded.

1. Compliance with Standards Pertaining to Real Property and Equipment

Applicant provides assurances that, if funded, the Applicant will comply with the contract provisions pertaining to title to and management of real property and equipment. The contract will contain obligations and conditions regarding the use of equipment and/or facilities (the "property") acquired under the agreement. Included in the provisions are obligations to provide adequate maintenance and conduct physical property inventories; restrictions and conditions on the use, replacement, sale, or transfer of the property; and obligations to continue to adhere to the provisions that grant funds not be used to create a competitive advantage over private industry, in the use or transfer of the property.

2. Participation in LRGVDC/TCEQ Surveys and Reporting

Applicant provides assurances that, if funded, the Applicant will respond to surveys and/or other requests from LRGVDC or the TCEQ for information on municipal solid waste management activities.

3. Compliance with Progress and Results Reporting Requirements

Applicant provides assurances that, if funded, the Applicant will comply with requirements for: reporting on the progress of the project tasks and deliverables; documenting the results of the project and providing those results to LRGVDC on a schedule established by LRGVDC, and additionally, to continue to document the results of the project activities for the life of the project; and to provide LRGVDC with a follow-up results report approximately one to two years after the end of the grant term.

4. Financial Management

Applicant provides assurances that, if funded, the Applicant will comply with contract provisions and requirements necessary to ensure that expenses are reasonable and necessary, and to adhere to financial administration and reimbursement procedures and provide financial reports on a schedule established by LRGVDC.

5. Compliance with Americans with Disabilities Act

Applicant provides assurances that, if funded, the Applicant will comply with all the applicable requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12213 (Pamph.1995).

6. Compliance with the Single Audit Act

Applicant provides assurances that, if funded, the Applicant will comply with the Single Audit Act as defined by the Uniform Grant Management Standards (UGMS), January 1998.

7. Compliance with Program and Fiscal Monitoring

Applicant provides assurances that, if funded, the Applicant will comply with program and fiscal monitoring provisions of the contract, including: providing additional reports or information as may be requested to adequately track the progress of the project; and allowing site visits to evaluate the progress of the project and to view any grant-funded equipment or facility.

Grant Budget Summary

Click Here to Go To Grant Budget Summary Instructions

Budget Categories	Funding Request
1. Personnel (Salary)	0.00
2. Fringe Benefits	0.00
3. Travel	0.00
4. Supplies (unit cost of less than $1,000)	0.00
5. Equipment (unit cost of $5,000 or more)	0.00
6. Construction	0.00
7. Contractual (other than for Construction)	0.00
8. Other	0.00
9. Indirect charges	0.00
TOTAL	**0.00**

10. Fringe Benefit Rate:	
11. Indirect Cost Rate:	

1. Personnel (Salary)

Position	Function	Status FT/PT, perm/temp	Monthly Salary	Time (%FTE)	Salary Request
					0.00
					0.00
					0.00
					0.00
					0.00

Narrative: *(In any category where funding is requested, the Narrative must be completed.)*

3. Travel

Position	Destination	Purpose	Travel Request

Narrative: *(In any category where funding is requested, the Narrative must be completed.)*

4. Supplies (Unit cost of less than $1,000)

Description	Purpose	Supply Request

Narrative: *(In any category where funding is requested, the Narrative must be completed.)*

5. Equipment (Unit price of $5,000 or more)		
Description	**Purpose**	**Equipment**

Narrative: *(In any category where funding is requested, the Narrative must be completed.)*

6. Construction			
Description	**Purpose**	**Sub-Contracted (Y/N)**	**Construction**

Narrative: *(In any category where funding is requested, the Narrative must be completed.)*

7. Contractual		
Contractor	**Purpose**	**Contractual**

Narrative: *(In any category where funding is requested, the Narrative must be completed.)*

8. Other			
Type Other	**Description**	**Purpose**	**Other Request**
Postage/Delivery			
Telephone/Fax			
Utilities			
Printing/Reproduction			
Advertising/Public Notices			
Signage			
Training/Registration Fees			
Dues/Membership Fees			
Record Storage			
Office Space			
Basic Office Furnishings			
Equipment Rentals			
Books/Subscriptions			
Repair/Maintenance			
Legal Services			
Temporary Services			
Narrative: *(In any category where funding is requested, the Narrative must be completed.)*			

Type Other (Cont.)	**Description**	**Purpose**	**Unit Cost**	**No. of Units**	**Other Request**
Recycling Bins					0.00
Recycling Bins					0.00
Personal Protective Equip.					0.00
Personal Protective Equip.					0.00
Personal Protective Equip.					0.00
Computer Hardware					0.00
Computer Software					0.00
Audio/Visual Equipment					0.00
Audio/Visual Equipment					0.00
Audio/Visual Equipment					0.00
Promotional Item					0.00
Promotional Item					0.00
Promotional Item					0.00
Other Equip. (<$5,000)					0.00
Other Equip. (<$5,000)					0.00
Other Equip. (<$5,000)					0.00
Additional Other					0.00
Additional Other					0.00
Additional Other					0.00
Narrative: *(In any category where funding is requested, the Narrative must be completed.)*					

Project Merits and Need *(Up to 45 Points): PLEASE LIMIT YOUR PROJECT NARRATIVE TO 1 PAGE.* Page limitation does not apply to attachments.

Project Title:

Program Objective and Summary (use all four boxes if necessary): List specific objectives. Provide a scope of work with schedule of diliverables for the proposed project or program. As concisely as possible, provide tasks, describe the major steps, identify responsible entities and establish a specific time frame. Suggested format for scope of work:

Task 1:
a. Activity:
Schedule of activity:

Task 2:
b. Activity:
Schedule of activity:

Task 3:
c. Activity:
Schedule of activity:

Project Service Area: *(Indicate the area/geography (city, county, or other jurisdictions) covered by the project. If project will only affect a portion of your area, please indicate which portion will be affected. Please attach map if applicable.)*

Public Information: *(How will your project be publicized? How will the public be involved in your project?)*

Project Status/Feasibility: *(Include progress or agreements made regarding this project so far, as well as staff qualifications. Indicate whether this is a startup or existing project. Briefly describe how project effectiveness will be measured.)*

Local Match and Commitment *(Up to 30 Points): PLEASE LIMIT YOUR LOCAL RESOURCES NARRATIVE TO 1 PAGE.* Page limitation does not apply to attachments.

Intention to Sustain the Project (use all four boxes as necessary): *(Describe how applicant intends to sustain the project or program after grant funding is exhausted.)*

Matching Funds or In-Kind Services (use all four boxes as necessary): *(Explain in detail the application to this project of any matching funds or in-kind services to be provided by the applicant, as directly related to the proposed project. This description correlates to the amount entered on page one of this application. Matching funds or in-kind services are not included in the Grant Budget Summary or Grant Request.)*

Supporting Documentation: *(Please list. Place copies of letters, resolutions, etc. in Attachments. Attachments do not count toward page limitations.)*

Project Cost Evaluation *(Up to 15 Points): PLEASE LIMIT YOUR PROJECT COST EVALUATION TO 1 PAGE.* Some of the requested information may not be applicable to all proposed projects, contact LRGVDC staff for clarification if necessary.

Target Population to be Served by Project:
Please name all participating communities that will be served by or benefit from the proposed project. This may be a subset of your municipality. If the project will affect only a portion of your area, please include only that portion in your target population.

Cost Per Impacted Capita:
Please explain calculations. Divide grant request by population served.

Amount to be processed and volume displaced from the landfill, if applicable:
Please explain calculations.

Cost Per Ton Processed, if applicable:
Please explain calculations. Divide grant request by tons processed.

Landfill Costs Saved, if applicable:
Please explain calculations. Multiply tons diverted by landfill tipping fee. Use average if actual is unknown.

Clean-up Costs Saved, if applicable:
Please explain calculations.

Poor Performance Deduction *(Subtract 10 points): PLEASE LIMIT TO 1 PAGE. LRGVDC reports will also be used.*

Evaluation of Consistency with Regional Solid Waste Management Plan Amendment*: THIS SECTION MUST BE COMPLETE IN ORDER TO BE CONSIDERED FOR GRANT FUNDING.*

Is proposed project consistent with LRGVDC's regional plan amendment? *(Briefly describe how the proposed project will support the regional plan amendment, indicating which goal is supported.)*

Private Industry Notification: List of Other Entities Which Provide a Similar or Related Service
FOR PROJECT TYPES LISTED, THIS SECTION MUST BE COMPLETE IN ORDER TO BE CONSIDERED FOR FUNDING

This section is applicable only to the following grant categories:

a. Source Reduction and Recycling
b. Citizens' Collection Stations and "Small" Registered Transfer Stations
c. A demonstration project under the Education and Training project category

According to state law, a project or service funded under this program must promote cooperation between public and private entities (by definition includes non-profit organizations), and may not be otherwise readily available or create a competitive advantage over a private industry (by definition includes non-profit organizations) that provides recycling or solid waste services. *If the proposed project provides a service* , in the space below, list all entities, private and public, in the affected geographic area known to provide a similar or related service. Please attach additional pages if needed.

Private Service Providers Contacted	Telephone	Date Notified	Summary

Have you contacted your County and Neighboring Jurisdictions to see if they provide a similar service?

County/Neighboring Jurisdiction	Contact Name	Date of Contact	Summary

List similar programs that you have visited and/or researched.

County/Neighboring Jurisdiction	Contact Name	Date of Contact	Summary

AI-17354 **22.A.**

2009 Revised Revenues Appropriation for Special Revenue & Proprietary Funds

CC REGULAR

Date:	09/08/2009
Submitted By:	Ivan Cantu, BUDGET & MANAGEMENT
Submitted For:	Dina Trevino
Department:	BUDGET & MANAGEMENT

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

Information

CAPTION

Special Revenue & Proprietary Funds:
Approval of certification of revenues as certified by County Auditor for Special Revenue and Proprietary Funds (revised estimated revenues-new source) in the amounts of $388,507.61 and $426,500.39, respectively.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** Special Revenue & Proprietary Funds

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

BUDGETARY IMPACT:

Certification of revenues by Co. Auditor in the amount of $388,507.61 (Special Revenue) & 426,500.39 (Proprietary)

Attachments

Link: Special Revenue & Proprietary Funds cert. of revenues

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/04/2009 04:23 PM	APRV
2	Sylvia Solis	Sylvia Solis	09/04/2009 04:46 PM	APRV
3	Auditor's Office		09/04/2009 05:31 PM	NEW

Form Started By: Ivan Cantu Started On: 09/04/2009 04:05 PM

Final Approval Date: 09/04/2009

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
	Total Special Revenue Funds	388,507.61

PROPRIETARY FUNDS

9-2102-391-03-000-426-0-000	Transfer In - Jail Commissary Trust Account	426,500.39
	Total Proprietary Funds	426,500.39

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

8/21/09
Date

COUNTY of HIDALGO

EDINBURG, TEXAS 78539

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

August 21, 2009

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

RE: Certification of Revenue

Dear Judge and Commissioners:

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

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

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the 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
	Total General Fund	C.C. 9/01/2009 A.I.#17239	390,798.45 ✓

AI-17349 **22.B.**

Reimbursement Resolution

CC REGULAR

Date:	09/08/2009
Submitted By:	Sergio Cruz, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

Consideration and approval designating the County Judge of the County of Hidalgo as authorized representative of the County of Hidalgo to give notice of intent to reimburse expenditures with proceeds of tax exempt obligations.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/04/2009 03:37 PM	APRV
2	Ivan Cantu	Ivan Cantu	09/04/2009 04:22 PM	APRV
3	Auditor's Office		09/04/2009 05:31 PM	NEW
Form Started By: Sergio Cruz			Started On: 09/04/2009 03:09 PM	
Final Approval Date: 09/04/2009				

AI-17350 **22.C.**

Emergency Appropriation

CC REGULAR

Date:	09/08/2009
Submitted By:	Sergio Cruz, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

1. Discussion, consideration, and authorization of emergency expenditures as per Local Government Code Section 111.070.

2. Approval of appropriation of funds in the amount of $5,000,000.00 for emergency expenditures as approved by Commissioners Court.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/04/2009 03:45 PM	APRV
2	Ivan Cantu	Ivan Cantu	09/04/2009 04:22 PM	APRV
3	Auditor's Office		09/04/2009 05:31 PM	NEW

Form Started By: Sergio Cruz — Started On: 09/04/2009 03:15 PM

Final Approval Date: 09/04/2009

AI-17280 **22.D.**

Acceptance of the FY 2009 Jag (Regular) grant award (Award# 2009-DJ-BX-0565)

CC REGULAR

Date:	09/08/2009
Submitted By:	Manuel Chapa, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

1. Approval to accept the FY 09 Edward Byrne Memorial Justice Assistance Grant award (JAG) in the amount of $126,358.00.

2. Approval of Certification of Revenues as certified by the County Auditor for the FY 09 Edward Byrne Memorial Justice Assistance Grant award (JAG).

3. Approval of 2009 appropriation of funds for the FY 09 Edward Byrne Memorial Justice Assistance Grant (JAG) in the amount of $126,358.00 (1282).

4. Approval of Salary Schedule.

BACKGROUND

FY 09 Jag funds will cover salaries, fringe benefits, and other allowances (Bailiff and Court Coordinator - Auxiliary Court) for approximately 12.8 months (November 2009 - December 2010).

The award should be signed by the authorized recipient official (County Judge). The authorized recipient official should also initial each page of Special Conditions. Both the Award document and special conditions should be sent to the Office of Justice Programs Control Desk via email (acceptance@usdoj.gov) or by fax to 202-354-4081 or 866-388-3055.

Award# 2009-DJ-BX-0565 Grant Period 10/1/08 thru 9/30/12.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1282-412-00-115-047-2-XXX

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

BUDGETARY IMPACT:

Appropriation of funds in the total amount of $126,358.00 for the FY 09 Jag Grant.

Revenue account--> 9-1282-331-10-115-047-2-000 Justice Assistance Grant - Revenue

Attachments

Link: FY09 Award documents

Link: email backup

Link: Appropriation

Link: Cert. letter

Link: salary schedule

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/02/2009 04:16 PM	APRV
2	Sylvia Solis	Sylvia Solis	09/04/2009 11:01 AM	APRV
3	Auditor's Office		09/04/2009 05:31 PM	NEW

Form Started By: Manuel Chapa

Started On: 09/02/2009 02:06 PM

Final Approval Date: 09/04/2009

Department of Justice

Office of Justice Programs

Bureau of Justice Assistance

Office of Justice Programs

Washington, D.C. 20531

August 26, 2009

The Honorable J.D. Salinas
Hidalgo County
100 E. Cano St., 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 Edward Byrne Memorial Justice Assistance Grant Program: Local Solicitation in the amount of $126,358 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 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.

Congratulations, and we look forward to working with you.

Sincerely,

James H. Burch II
Acting Director

Enclosures

Department of Justice
Office of Justice Programs
Office for Civil Rights

Washington, D.C. 20531

August 26, 2009

The Honorable J.D. Salinas
Hidalgo County
100 E. Cano St., 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 (EEOP), 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 EEOP 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 EEOP 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 EEOP and submit it to OCR for review **within 60 days from the date of this letter**. For assistance in developing an EEOP, please consult OCR's website at http://www.ojp.usdoj.gov/ocr/eeop.htm. You may also request technical assistance from an EEOP 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 EEOP, but it does not have to submit the EEOP to OCR for review. Instead, your organization has to maintain the EEOP 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 EEOP 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 EEOP, 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

Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Grant

1. RECIPIENT NAME AND ADDRESS (Including Zip Code)

Hidalgo County
100 E. Cano St., 2nd Floor
Edinburg, TX 78539-4548

4. AWARD NUMBER: 2009-DJ-BX-0565

5. PROJECT PERIOD: FROM 10/01/2008 TO 09/30/2012

BUDGET PERIOD: FROM 10/01/2008 TO 09/30/2012

6. AWARD DATE 08/26/2009

7. ACTION
Initial

1A. GRANTEE IRS/VENDOR NO.
746000717

8. SUPPLEMENT NUMBER
00

9. PREVIOUS AWARD AMOUNT $ 0

3. PROJECT TITLE
Hidalgo County Auxiliary Court

10. AMOUNT OF THIS AWARD $ 126,358

11. TOTAL AWARD $ 126,358

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 42 U.S.C. 3751(a) (BJA - JAG Formula)

15. METHOD OF PAYMENT

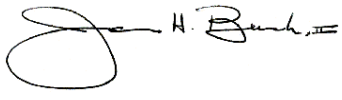
PAPRS

[redacted] AGENCY APPROVAL [redacted]

16. TYPED NAME AND TITLE OF APPROVING OFFICIAL

James H. Burch II
Acting Director

17. SIGNATURE OF APPROVING OFFICIAL



[redacted] GRANTEE ACCEPTANCE [redacted]

18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL

J.D. Salinas
Judge

19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

19A. DATE

[redacted] AGENCY USE ONLY [redacted]

20. ACCOUNTING CLASSIFICATION CODES

FISCAL YEAR	FUND CODE	BUD. ACT.	OFC.	DIV. REG.	SUB.	POMS	AMOUNT
X	B	DJ	80	00	00		126358

21. IDJUGT3966

PROJECT NUMBER 2009-DJ-BX-0565 AWARD DATE 08/26/2009

SPECIAL CONDITIONS

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

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.

SPECIAL CONDITIONS

6. 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 http://www.ojp.usdoj.gov/BJA/resource/nepa.html, 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.

7. 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.

8. To support public safety and justice information sharing, OJP requires the grantee to use the National Information Exchange Model (NIEM) specifications and guidelines for this particular grant. Grantee shall publish and make available without restriction all schemas generated as a result of this grant to the component registry as specified in the guidelines. For more information on compliance with this special condition, visit http://www.niem.gov/implementationguide.php.

9. 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 the Edward Byrne Memorial Justice Assistance Grant Program (JAG). 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).

SPECIAL CONDITIONS

10. 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.

11. 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.

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 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.

14. The recipient acknowledges that all programs funded through subawards, whether at the state or local levels, must conform to the grant program requirements as stated in BJA program guidance.

15. Grantee agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

16. Grantee agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.

17. 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.

PROJECT NUMBER 2009-DJ-BX-0565 AWARD DATE 08/26/2009

SPECIAL CONDITIONS

18. The grantee agrees that within 120 days of award, for any law enforcement task force funded with these funds, the task force commander, agency executive, task force officers, and other task force members of equivalent rank, will complete required online (internet-based) task force training to be provided free of charge through BJA's Center for Task Force Integrity and Leadership. This training will address task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. Additional information will be provided by BJA regarding the required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

Department of Justice

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File

From: M. A. Berry, Environmental Coordinator

Subject: Incorporates NEPA Compliance in Further Developmental Stages for Hidalgo County

The 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-DJ-BX-0565

This project is supported under 42 U.S.C. 3751(a) (BJA - JAG Formula)

1. STAFF CONTACT (Name & telephone number)

Esmeralda Womack
(202) 353-3450

2. PROJECT DIRECTOR (Name, address & telephone number)

Manuel Chapa
Planning Analyst
100 E. Cano St., 2nd Floor
Edinburg, TX 78539-4548
(956) 292-7025

3a. TITLE OF THE PROGRAM

BJA FY 09 Edward Byrne Memorial Justice Assistance Grant Program: Local Solicitation

3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE)

4. TITLE OF PROJECT

Hidalgo County Auxiliary Court

5. NAME & ADDRESS OF GRANTEE

Hidalgo County
100 E. Cano St., 2nd Floor
Edinburg, TX 78539-4548

6. NAME & ADRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 10/01/2008 TO: 09/30/2012

8. BUDGET PERIOD

FROM: 10/01/2008 TO: 09/30/2012

9. AMOUNT OF AWARD

$ 126,358

10. DATE OF AWARD

08/26/2009

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)

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and units of local governments, including tribes, to support a broad range of activities to prevent and control crime based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, including for any one or more of the following purpose areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; and 7) crime victim and witness programs (other than compensation).

Hidalgo county will us its Fiscal Year 2009 Local JAG award to fund two critical positions within the court system that will ensure the criminal caseload is processed timely and efficiently. The two staff positions demonstrate a significant positive impact on the improvement of the criminal justice system in the county.

The courts are a component of the entire county criminal justice system and their function and activities play an integral part in its successful functioning.

NCA/NCF

-----Original Message-----
From: donot-reply@ojp.usdoj.gov [mailto:donot-reply@ojp.usdoj.gov]
Sent: Wednesday, August 26, 2009 8:13 PM
To: jd.salinas@hidalgocountyjudge.com; manuel.chapa@co.hidalgo.tx.us
Subject: GMS Award 2009-DJ-BX-0565

Congratulations. You have been awarded a grant by the Office of Justice Programs at the Department of Justice. Accepting your award is a two step process.

The first step is to designate a Financial Point of Contact (FPOC) for your award. To designate a FPOC please follow these steps:

1. Log into GMS.
2. Click the "Awards" link on the navigation bar on the left hand side.
3. Click the "View Award Instructions" link to the right of the award you want to accept.
4. A new page displays with this message near the top: "The FPOC designation must be submitted before the Award Package can be accessed." The page contains text boxes highlighted in light yellow to capture the FPOC registration information.
   a. If information for the FPOC of this award already exists in GMS, the first table entry will contain a box with the text "Available Financial Points of Contact." There is a box with a dropdown arrow to allow the selection of the FPOC. Select the name and click the "Load POC" box. GMS will populate the data entry fields with information from the user Profile. Click the button near the bottom of the page labeled "Submit."
   b. If the name of the FPOC is not one of the choices using the dropdown arrow, type the appropriate information in each of the fields. Fields with an asterisk (*) are required. Click the button near the bottom of the page labeled "Submit." The FPOC will receive an email requesting them to complete the FPOC registration.
5. Click "Yes" on the confirmation page.
6. You are allowed to assign more than one FPOC to each award. You are able to change the FPOC under the "Manage Users" link on the GMS home page.

NOTE: If you come to the Financial Point of Contact designation screen and the information in the fields are already grayed out and no "Submit" button is available, then the Financial Point of Contact has already been chosen. You will have to accept your award and await confirmation before you can change this designation. If, at that time, you need instructions on how to proceed, you can review the "Creating a Financial Point of Contact instructions" or contact the GMS Helpdesk for assistance.

The second step is to click on the "Award Document" link and download the award documents. If you choose to accept the award and ALL the special conditions, please:

1. Print the Award Document and Special Conditions.
2. Have the Award Document signed by the Authorized Grantee Offical (Note: In Box 18 of the Award Document, the name and the title of the authorized grantee official are preprinted. The person named as the official in Box 18 should sign the Award Document in Box 19 and enter the signature date in Box 19A).
3. Have the Authorized Grantee Official initial the bottom right corner of each page listing any Special Conditions of the Award Document.

4. Return BOTH the Award Document and the Special Conditions pages to the Office of Justice Programs, Control Desk by email to acceptance@usdoj.gov or by fax to (toll free) 1-866-388-3055 or (local) 202-354-4081. Select only ONE of these submission options to avoid duplicate submissions.

If you choose not to accept the award, or if you do not agree with the terms/conditions of the award and would like to discuss options, then please contact your OJP program manager, Esmeralda Womack at (202) 353-3450.

If the Authorized Grantee Official named on the Award Document is no longer authorized to accept this award on behalf of your organization, do not alter the pre-printed name in box 18. Please go to the Grant Adjustment Notice (GAN) link and request an adjustment to the name of the authorized offical. This GAN must be approved before you can accept the award. Once the GAN to change the name of the authorizing official has been approved, you should:

1. Print the approved GAN;
2. Print the original award document;
3. Have the new approving official sign the acceptance next to the former official's name and initial the special conditions page(s);
4. Email or fax the signed acceptance, special conditions, and the approved GAN to the Control Desk as noted above in #4;

If you have programmatic questions, contact Esmeralda Womack at (202) 353-3450. For financial questions, contact OCFO Customer Service at 1-800-458-0786. For questions about retrieving or printing these documents, designating a Financial Point of Contact, or creating a Grant Adjustment, please contact the GMS Help Desk at 1-888-549-9901 option #3 or email them at gms.helpdesk@usdoj.gov.

Web link to GMS: https://grants.ojp.usdoj.gov

Please follow these links to access important OJP instructions:

Creating a financial point of contact instructions:
http://www.ojp.usdoj.gov/funding/pdfs/fsr_user_manual.pdf

Post Award Instructions:
http://www.ojp.usdoj.gov/funding/pdfs/post_award_instructions.pdf

OJP Financial Guide: http://www.ojp.usdoj.gov/financialguide/

Please do not reply to this message. You can contact your program manager Esmeralda Womack at (202) 353-3450

DATE: September 3, 2009

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Dept of Budget & Mgmt for FY 09 Justice Assitance Grant (JAG) - (1282)

ACCOUNT NUMBER: 9-1282-412-00-115-047-2-XXX (Jag Grant

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

2009
Transfer
AI#17280

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
9-1282-412-00-115-047-2-113	JAG-Salaries - F/T Employees	91,122.00
9-1282-412-00-115-047-2-115	JAG-Longevity Pay	1,480.00
9-1282-412-00-115-047-2-116	JAG-Interpreter Pay	6,435.00
9-1282-412-00-115-047-2-211	JAG-Health Insurance	8,932.00
9-1282-412-00-115-047-2-212	JAG-Life Insurance	58.00
9-1282-412-00-115-047-2-220	JAG-FICA	7,576.00
9-1282-412-00-115-047-2-230	JAG-Retirement	8,933.00
9-1282-412-00-115-047-2-250	JAG-Unemployment Compensation	495.00
9-1282-412-00-115-047-2-260	JAG-Worker's Compensation	1,327.00
	TOTAL APPROPRIATION	**126,358.00**
9-1282-331-10-115-047-2-000	Justice Assistance Grant - Revenue	126,358.00
	TOTAL REVENUE	**126,358.00**
	TOTAL BUDGET INCREASE (DECREASE)	**126,358.00**

REASON: To appropriate the FY 2009 Edward Byrne Justice Assistance Grant (JAG) Program award.

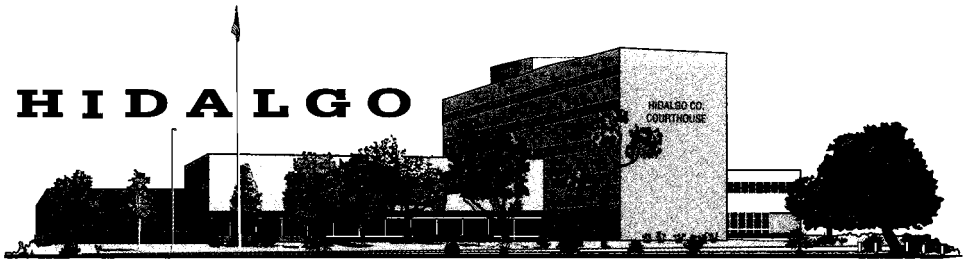
DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

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

September 4, 2009

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

RE: Certification of Revenue

Dear Judge and Commissioners:

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

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

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of the following grant award from the U.S. Department of Justice – Office of Justice Programs. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	GRANT
$126,358.00	Hidalgo County Auxiliary Court

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

9/4/09
Date

HIDALGO COUNTY DISTRICT JUDGES

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

Department of Justice

Office of Justice Programs

Bureau of Justice Assistance

Office of Justice Programs *Washington, D.C. 20531*

August 26, 2009

The Honorable J.D. Salinas
Hidalgo County
100 E. Cano St., 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 Edward Byrne Memorial Justice Assistance Grant Program: Local Solicitation in the amount of $126,358 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 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.

Congratulations, and we look forward to working with you.

Sincerely,

James H. Burch II
Acting Director

Enclosures

Department of Justice
Office of Justice Programs
Office for Civil Rights

Washington, D.C. 20531

August 26, 2009

The Honorable J.D. Salinas
Hidalgo County
100 E. Cano St., 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 (EEOP), 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 EEOP 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 EEOP 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 EEOP and submit it to OCR for review **within 60 days from the date of this letter**. For assistance in developing an EEOP, please consult OCR's website at http://www.ojp.usdoj.gov/ocr/eeop.htm. You may also request technical assistance from an EEOP 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 EEOP, but it does not have to submit the EEOP to OCR for review. Instead, your organization has to maintain the EEOP 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 EEOP 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 EEOP, 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

Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Grant

1. RECIPIENT NAME AND ADDRESS (Including Zip Code)

Hidalgo County
100 E. Cano St., 2nd Floor
Edinburg, TX 78539-4548

4. AWARD NUMBER: 2009-DJ-BX-0565

5. PROJECT PERIOD: FROM 10/01/2008 TO 09/30/2012

BUDGET PERIOD: FROM 10/01/2008 TO 09/30/2012

6. AWARD DATE 08/26/2009

7. ACTION: Initial

1A. GRANTEE IRS/VENDOR NO.

746000717

8. SUPPLEMENT NUMBER: 00

9. PREVIOUS AWARD AMOUNT: $ 0

3. PROJECT TITLE

Hidalgo County Auxiliary Court

10. AMOUNT OF THIS AWARD: $ 126,358

11. TOTAL AWARD: $ 126,358

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 42 U.S.C. 3751(a) (BJA - JAG Formula)

15. METHOD OF PAYMENT

PAPRS

[redacted] AGENCY APPROVAL [redacted]

16. TYPED NAME AND TITLE OF APPROVING OFFICIAL

James H. Burch II
Acting Director

17. SIGNATURE OF APPROVING OFFICIAL

[redacted] GRANTEE ACCEPTANCE [redacted]

18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL

J.D. Salinas
Judge

19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

19A. DATE

[redacted] AGENCY USE ONLY [redacted]

20. ACCOUNTING CLASSIFICATION CODES

FISCAL YEAR	FUND CODE	BUD. ACT.	OFC.	DIV. REG.	SUB.	POMS	AMOUNT
X	B	DJ	80	00	00		126358

21. IDJUGT3966

PROJECT NUMBER 2009-DJ-BX-0565 AWARD DATE 08/26/2009

SPECIAL CONDITIONS

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

   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.

SPECIAL CONDITIONS

6. 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 http://www.ojp.usdoj.gov/BJA/resource/nepa.html, 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.

7. 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.

8. To support public safety and justice information sharing, OJP requires the grantee to use the National Information Exchange Model (NIEM) specifications and guidelines for this particular grant. Grantee shall publish and make available without restriction all schemas generated as a result of this grant to the component registry as specified in the guidelines. For more information on compliance with this special condition, visit http://www.niem.gov/implementationguide.php.

9. 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 the Edward Byrne Memorial Justice Assistance Grant Program (JAG). 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).

SPECIAL CONDITIONS

10. 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.

11. 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.

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 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.

14. The recipient acknowledges that all programs funded through subawards, whether at the state or local levels, must conform to the grant program requirements as stated in BJA program guidance.

15. Grantee agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

16. Grantee agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.

17. 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.

PROJECT NUMBER 2009-DJ-BX-0565 AWARD DATE 08/26/2009

SPECIAL CONDITIONS

18. The grantee agrees that within 120 days of award, for any law enforcement task force funded with these funds, the task force commander, agency executive, task force officers, and other task force members of equivalent rank, will complete required online (internet-based) task force training to be provided free of charge through BJA's Center for Task Force Integrity and Leadership. This training will address task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. Additional information will be provided by BJA regarding the required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

Department of Justice

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File

From: M. A. Berry, Environmental Coordinator

Subject: Incorporates NEPA Compliance in Further Developmental Stages for Hidalgo County

The 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-DJ-BX-0565

This project is supported under 42 U.S.C. 3751(a) (BJA - JAG Formula)

1. STAFF CONTACT (Name & telephone number)

Esmeralda Womack
(202) 353-3450

2. PROJECT DIRECTOR (Name, address & telephone number)

Manuel Chapa
Planning Analyst
100 E. Cano St., 2nd Floor
Edinburg, TX 78539-4548
(956) 292-7025

3a. TITLE OF THE PROGRAM

BJA FY 09 Edward Byrne Memorial Justice Assistance Grant Program: Local Solicitation

3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE)

4. TITLE OF PROJECT

Hidalgo County Auxiliary Court

5. NAME & ADDRESS OF GRANTEE

Hidalgo County
100 E. Cano St., 2nd Floor
Edinburg, TX 78539-4548

6. NAME & ADRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 10/01/2008 TO: 09/30/2012

8. BUDGET PERIOD

FROM: 10/01/2008 TO: 09/30/2012

9. AMOUNT OF AWARD

$ 126,358

10. DATE OF AWARD

08/26/2009

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)

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and units of local governments, including tribes, to support a broad range of activities to prevent and control crime based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, including for any one or more of the following purpose areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; and 7) crime victim and witness programs (other than compensation).

Hidalgo county will us its Fiscal Year 2009 Local JAG award to fund two critical positions within the court system that will ensure the criminal caseload is processed timely and efficiently. The two staff positions demonstrate a significant positive impact on the improvement of the criminal justice system in the county.

The courts are a component of the entire county criminal justice system and their function and activities play an integral part in its successful functioning.

NCA/NCF

HIDALGO COUNTY
COMMISSIONER COURT
2009 SALARY SCHEDULE

9-1282-412-00-115-047-1

AI - 17280

JAG

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	COURT COORDINATOR	44,133.00	0.00	44,133.00	0.05	2,207.00	0.00	46,340.00	46,340.00	420.00	0.00	0.00	0.00	0.00	46,760.00
G002	113	BAILIFF/INTERPRETER	36,788.00	0.00	36,788.00	0.05	1,839.00	0.00	38,627.00	38,627.00	960.00	6,000.00	0.00	0.00	0.00	45,587.00
			80,921.00	0.00	80,921.00		4,046.00	0.00	84,967.00	84,967.00	1,380.00	6,000.00	0.00	0.00	0.00	92,347.00

AI-17317 **22.E.1.**

Interdepartmental Transfer - Pct#4 Drainage Imrprovement Project (1339)

CC REGULAR

Date:	09/08/2009
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 Obligaion Series 2009 Precinct #4 Drainage Improvement Project from (program 036) to Dickerson Pond - Schunior Drain (program 064) in the amount of $4,500.00 to cover purchase of right of way.

BACKGROUND

Additional funding needed to cover purchase of 3.02 Ac. tract of right of way, to continue 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-->9-1339-431-00-124-064-0-711 $4,500.00
Funding available as of 9-3-09.

Attachments

Link: transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/03/2009 02:14 PM	APRV
2	Manuel Chapa	Manuel Chapa	09/03/2009 03:16 PM	APRV
3	Auditor's Office		09/04/2009 05:31 PM	NEW

Form Started By: TONI MATA — Started On: 09/03/2009 01:48 PM

Final Approval Date: 09/04/2009

DATE: September 3, 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: Rumaldo Munoz Jr
Ph#: 956-383-3112 Ext. 4002

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
From:		
9-1339-431-00-124-036-0-890	CO2009 Pct4 Drain Improv.- Other	(4,500.00)
To:		
9-1339-431-00-124-064-0-711	CO2009 Pct4 Dickerson Pond - Schunior Dr. Ext.	$4,500.00
	TOTAL BUDGET INCREASE (DECREASE)	0.00

REASON:
Transfer to cover purchase of 3.02 Ac., Tract in the amount of $45,000.00 .

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-17262 **22.E.2.**

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

CC REGULAR

Date:	09/08/2009
Submitted By:	Jr. Munoz, COMM. PCT. #4
Department:	COMM. PCT. #4
Agenda Category:	Budget and Management

Information

CAPTION

Pct. #4 C.O. 2009 Series (1339):
Approval of 2009 interdepartmental transfer within Certificate of Obligations Series 2009 - Precinct #4 Drainage Improvement Project from (program 036) to Tower Heights (program 068 - $4,800), to Bandera Estates (program 069 - $4,800), to Four Queens Sub. (program 073 - $4,800), to Intersection of Alamo & Mile 17 1/2 (program 071 - $2,200), and to Trenton Drain (program 072 - $57,600) in the total amount of $74,200.00 to cover project expenditures.

BACKGROUND

Transfer to cover Amendment to Work Authorization #1 under contract #C-08-433-11-04 in the amount of $43,600.00 and for Title and Appraisal Reports for Trenton Drain Project in the amount of $30,600.00.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1339-431-00-122-034-0-890

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

BUDGETARY IMPACT:

Funding available as of 9-3-09.

9-1339-431-00-124-036-0-890-->9-1339-431-00-124-068-0-733	$ 4,800.00
9-1339-431-00-124-036-0-890-->9-1339-431-00-124-069-0-733	$ 4,800.00
9-1339-431-00-124-036-0-890-->9-1339-431-00-124-070-0-733	$ 4,800.00
9-1339-431-00-124-036-0-890-->9-1339-431-00-124-071-0-733	$ 2,200.00
9-1339-431-00-124-036-0-890-->9-1339-431-00-124-072-0-711	$57,600.00

Attachments

Link: 1339-transfer-Pct.4

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/02/2009 08:55 AM	APRV
2	Manuel Chapa	Manuel Chapa	09/03/2009 09:20 AM	APRV
3	Auditor's Office	Linda Fong	09/04/2009 02:53 PM	APRV
4	Dina Trevino	Dina Trevino	09/04/2009 05:10 PM	APRV

5	Purchasing Department	09/04/2009 05:31 PM	NEW
Form Started By: Jr. Munoz		Started On: 09/01/2009 01:35 PM	
Final Approval Date: 09/04/2009			

DATE: September 8, 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
From:		
9-1339-431-00-124-036-0-890	**CO2009 Pct4 Drain Improv.- Other**	**(74,200.00)**
To:		
9-1339-431-00-124-068-0-733	**CO2009 Pct4 Tower Heights - Drainage Ditches**	**$4,800.00**
9-1339-431-00-124-069-0-733	**CO2009 Pct4 Bandera Estates - Drainage Ditches**	**$4,800.00**
9-1339-431-00-124-073-0-733	**CO2009 Pct4 Four Queens Sub. - Drainage Ditches**	**$4,800.00**
9-1339-431-00-124-071-0-733	**CO2009 Pct4 Intersection (Alamo - Mile 17 1/2) - Drainage Ditches**	**$2,200.00**
9-1339-431-00-124-072-0-711	**CO2009 Pct4 Trenton Drain - ROW**	**$57,600.00**
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:
Transfer to cover Amendment to Work Authorization #1 under contract #C-08-433-11-04 in the amount of $43,600.00 and $30,600.00 for Title and Appraisal Reports for Trenton Drain.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-17263 **22.E.3.**

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

CC REGULAR

Date:	09/08/2009
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 (progam 041) in the amount of $ 10,218.01 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 $10,218.01
Funding available as of 9-3-09.

Attachments

Link: transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/02/2009 11:28 AM	APRV
2	Manuel Chapa	Manuel Chapa	09/03/2009 08:24 AM	APRV
3	Auditor's Office		09/04/2009 05:31 PM	NEW

Form Started By: TONI MATA — Started On: 09/01/2009 02:39 PM

Final Approval Date: 09/04/2009

DATE: September 1, 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
From:		
9-1339-431-00-124-036-0-890	**CO2009 Pct4 Drain Improv.- Other**	**(10,218.01)**
To:		
9-1339-431-00-124-041-0-733	**CO2009 Pct4 Damian Acres-Drainage Ditches**	**$10,218.01**
	TOTAL BUDGET INCREASE (DECREASE)	**10,218.01**

REASON:
Transfer to cover the purchase of construction supplies to used at Damian Acres-Drainage Ditches

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-17225 **22.E.4.**

Inter-Departmental Transfer for Cesar Chavez Drainage Project ROW

CC REGULAR

Date:	09/08/2009
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 Cesar Chavez Drainage, (program 039) in the amount of $20,000.00 to fund project expenditures.

BACKGROUND

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 avalible in the amount of $1,751,725.83 as of 8/28/2009.
From 9-1339-431-00-122-034-0-890----->9-1339-431-00-122-039-0-711 in the amount of $20,000.00

Attachments

Link: Inter-Dept. Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management		09/04/2009 02:56 PM	PEND
2	Roland Garcia	Rolando Garcia	08/28/2009 04:53 PM	APRV
3	Auditor's Office	Linda Fong	09/04/2009 02:16 PM	APRV
4	Purchasing Department	Marty Salazar	09/04/2009 02:56 PM	APRV

Form Started By: Yolanda Cisneros Started On: 08/28/2009 10:29 AM

Final Approval Date: 09/04/2009

DATE: August 28, 2009

2009
Transfer

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No.2
CO 2009 Pct2 Drain Improvement

ACCOUNT NUMBER: 9-1339-431-00-122-XXX-0-XXX

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

Contact: Yoli Cisneros
Ph#: 956-787-1891 Ext. 2002

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
9-1339-431-00-122-034-0-890	CO2009 PCT2 DRAIN IMPRV- OTHER	(20,000.00)
9-1339-431-00-122-039-0-711	CO2009 Pct2 Drain Improv. Cesar Chavez Drainage - ROW	$20,000.00
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:
Transfer from CO 2009 PCT2 DRAIN IMPROVEMENTS-OTHER STRUCTURES to Cesar Chavez Drainage Project to cover appraisals andany additional expenditures for this project.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-17357 **22.E.5.**

General Litigation Interdepartmental Transfer (1100)

CC REGULAR

Date:	09/08/2009
Submitted By:	Erika Zamora, BUDGET & MANAGEMENT
Submitted For:	Dina Trevino
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

General Litigation (1100):
a. Approval of 2009 interdepartmental transfer from Lunacy to General Litigation in the amount of $50,000.00 to fund pending and future claims.

b. Approval of 2009 interdepartmental transfer from Co. Wide Adm. to General Litigation in the amount of $20,000.00 to fund pending and future claims.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-415-30-115-021-0-525

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

BUDGETARY IMPACT:

Funds available as of 9/4/09 $67,511.00 and $32,631.77.

Attachments

Link: General Litigation from Lunacy

Link: General Litigation from Contingency

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/04/2009 04:53 PM	APRV
2	Ivan Cantu	Ivan Cantu	09/04/2009 05:13 PM	APRV
3	Auditor's Office		09/04/2009 05:31 PM	NEW

Form Started By: Erika Zamora Started On: 09/04/2009 04:33 PM

Final Approval Date: 09/04/2009

DATE: September 4, 2009

DEPARTMENT HEAD: Raul Silguero, Jr.

2009
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for General Litigation

ACCOUNT NUMBER: 9-1100-4XX-XX-115-0XX-0-XXX

CONTACT PERSON: Erika Zamora **PHONE:** (956) 292-7025 Ext. 5416

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM			
9-1100-444-00-115-032-0- 831	LUNACY	COURT COSTS & INVESTIGATION	(50,000.00)
TO			
9-1100-415-30-115-021-0- 525	GENERAL LITIGATION	CLAIMS & JUDGEMENTS COVR	50,000.00
TOTAL BUDGET INCREASE (DECREASE)			0.00

REASON:

To fund pending and future claims

SIGNATURE

COMMISSIONERS COURT / / **DATE** **ATTEST, COUNTY CLERK**

DATE: September 4, 2009

DEPARTMENT HEAD: Raul Silguero, Jr.

2009
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for General Litigation

ACCOUNT NUMBER: 9-1100-4XX-XX-115-0XX-0-XXX

CONTACT PERSON: Erika Zamora **PHONE:** (956) 292-7025 Ext. 5416

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM			
9-1100-415-00-115-002-0- 899	CO WIDE ADM	CONTINGENCY	(20,000.00)
TO			
9-1100-415-30-115-021-0- 525	GENERAL LITIGATION	CLAIMS & JUDGEMENTS COVR	20,000.00
	TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON:

To fund pending and future claims

SIGNATURE

COMMISSIONERS COURT

DATE / /

ATTEST, COUNTY CLERK

AI-17146 **22.F.1.**

Tax Office - Reclassification of position

CC REGULAR

Date:	09/08/2009
Submitted By:	Sylvia Solis, BUDGET & MANAGEMENT
Submitted For:	Tax Office Dept.
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management
Purchasing only:	Salary Schedule Changes

Information

CAPTION

Tax Office (1100):
a. Approval to reclassify slot no. 0028 from Head Data Entry position, budgeted at $35,257.00 to Assistant Supervisor, same budgeted salary. Reviewed and recommended as per section 3.22 of the Civil Service Commission Rules.

b. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-415-15-140-001-0-113

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

BUDGETARY IMPACT:

No Budgetary Impact.

Attachments

Link: Fiscal Note
Link: Revised Salary Schedule
Link: PAR
Link: Reclassification Form
Link: Old Job Description
Link: New Job Description

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sylvia Solis	Sylvia Solis	09/02/2009 04:53 PM	APRV
2	Budget & Management	Erika Zamora	09/03/2009 08:31 AM	APRV
3	Perla Lopez	Perla Lopez	09/03/2009 08:59 AM	APRV
4	Auditor's Office	Linda Fong	09/04/2009 02:14 PM	APRV
5	Purchasing Department	Marty Salazar	09/04/2009 02:55 PM	APRV

Form Started By: Sylvia Solis

Started On: 08/25/2009 04:35 PM

Final Approval Date: 09/04/2009

Hidalgo County

Department of Budget & Management

FISCAL NOTE

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

To: Commissioner' Court
From: Raul Silguero Jr., Budget Officer
CC Date: Tuesday, September 01, 2009 **Agenda Item:** 17146

Summary of request/proposal:
Tax Office is requesting approval to reclassify one (1) regular full-time Head Data Entry position to an Assistant Supervisor, slot no. 0028, budgeted salary remains the same.

Fund	Current Position	New Position	Slot#	Obj	Current Budgeted Salary	Adjustment/ Salary Requested	Total Adjustment/ Salary Requested
1100	Head Data Entry	Assistant Supervisor	0028	113	35,257.00	35,257.00	0.00
							0.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
9-1100-415-15-140-001-0	113	TAX OFFICE -	REG F/T EMPLOYEES	$0.00
9-1100-415-15-140-001-0	211	TAX OFFICE -	HEALTH INSURANCE	$0.00
9-1100-415-15-140-001-0	212	TAX OFFICE -	LIFE INSURANCE	$0.00
9-1100-415-15-140-001-0	220	TAX OFFICE -	FICA	$0.00
9-1100-415-15-140-001-0	230	TAX OFFICE -	RETIREMENT	$0.00
9-1100-415-15-140-001-0	250	TAX OFFICE -	UNEMPLOYMENT COMP	$0.00
9-1100-415-15-140-001-0	260	TAX OFFICE -	WORKER'S COMP	$0.00
			2009 Budgetary Impact	$0.00

2010 Budgetary Impact: N/A

Possible Funding Sources: N/A

Budget Office Recommendation:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
COMMISSIONER COURT
2009 SALARY SCHEDULE

9-1100-415-15-140-001-0

AI - 17146

TAX OFFICE

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	TAX ASSESSOR/COLLECTOR	76,972.00	0.00	76,972.00	0.05	3,849.00	6,539.00	87,360.00	87,360.00	0.00	0.00	0.00	8,000.00	0.00	95,360.00
0002	113	CHIEF OF OPERATIONS	65,250.00	0.00	65,250.00	0.05	3,262.00	0.00	68,512.00	68,512.00	660.00	0.00	0.00	6,940.00	0.00	76,112.00
0003	113	TAX COLLECTIONS MANAGER	59,894.00	0.00	59,894.00	0.05	2,995.00	0.00	62,889.00	62,889.00	1,560.00	0.00	0.00	2,800.00	0.00	67,249.00
0004	113	MOTOR VEHICLE MANAGER	55,570.00	0.00	55,570.00	0.05	2,778.00	0.00	58,348.00	58,348.00	0.00	0.00	0.00	5,625.00	0.00	63,973.00
0005	113	CHIEF FRAUD INVESTIGATOR	50,118.00	0.00	50,118.00	0.05	2,506.00	0.00	52,624.00	52,624.00	540.00	0.00	0.00	0.00	500.00	53,664.00
0006	113	TAX ASSESING MANAGER	51,324.00	0.00	51,324.00	0.05	2,566.00	0.00	53,890.00	53,890.00	1,980.00	0.00	0.00	0.00	0.00	55,870.00
0007	113	ACCOUNTS REPORT SPECIALIST	50,253.00	0.00	50,253.00	0.05	2,513.00	0.00	52,766.00	52,766.00	540.00	0.00	0.00	1,500.00	0.00	54,806.00
0008	113	HEAD ACCOUNTANT	48,110.00	0.00	48,110.00	0.05	2,406.00	0.00	50,516.00	50,516.00	1,080.00	0.00	0.00	1,500.00	0.00	53,096.00
0009	113	COMPUTER SYSTEMS ADMINISTRATOR	45,479.00	0.00	45,479.00	0.05	2,274.00	0.00	47,753.00	47,753.00	540.00	0.00	0.00	1,500.00	0.00	49,793.00
0010	113	FRAUD INVESTIGATOR	43,853.00	0.00	43,853.00	0.05	2,193.00	0.00	46,046.00	46,046.00	0.00	0.00	0.00	0.00	500.00	46,546.00
0011	113	EXECUTIVE ASSISTANT	46,592.00	0.00	46,592.00	0.05	2,330.00	0.00	48,922.00	48,922.00	1,440.00	0.00	0.00	0.00	0.00	50,362.00
0012	113	ACCOUNTANT	43,425.00	0.00	43,425.00	0.05	2,171.25	0.00	45,596.25	45,596.00	480.00	0.00	0.00	0.00	0.00	46,076.00
0013	113	ACCOUNTANT	43,425.00	0.00	43,425.00	0.05	2,171.25	0.00	45,596.25	45,596.00	0.00	0.00	0.00	0.00	0.00	45,596.00
0014	113	ACCOUNTANT	43,425.00	0.00	43,425.00	0.05	2,171.25	0.00	45,596.25	45,596.00	840.00	0.00	0.00	0.00	0.00	46,436.00
0015	113	ACCOUNTANT	40,511.00	0.00	40,511.00	0.05	2,025.55	0.00	42,536.55	42,537.00	420.00	0.00	0.00	1,500.00	0.00	44,457.00
0016	113	HEAD BOOKKEEPER	39,413.00	0.00	39,413.00	0.05	1,971.00	0.00	41,384.00	41,384.00	660.00	0.00	0.00	0.00	0.00	42,044.00
0017	113	SUPERVISOR ASSISTANT	37,330.00	0.00	37,330.00	0.05	1,866.00	0.00	39,196.00	39,196.00	0.00	0.00	0.00	0.00	0.00	39,196.00
0018	113	SUPERVISOR	37,024.00	0.00	37,024.00	0.05	1,851.20	0.00	38,875.20	38,875.00	1,680.00	0.00	0.00	1,500.00	0.00	42,055.00
0019	113	SUPERVISOR	37,024.00	0.00	37,024.00	0.05	1,851.00	0.00	38,875.00	38,875.00	1,740.00	0.00	0.00	1,500.00	0.00	42,115.00
0020	113	SUPERVISOR	37,024.00	0.00	37,024.00	0.05	1,851.20	0.00	38,875.20	38,875.00	660.00	0.00	0.00	1,500.00	0.00	41,035.00
0021	113	SUPERVISOR	37,024.00	0.00	37,024.00	0.05	1,851.20	0.00	38,875.20	38,875.00	1,200.00	0.00	0.00	900.00	0.00	40,975.00
0022	113	ASSISTANT SUPERVISOR	33,306.00	0.00	33,306.00	0.05	1,665.00	0.00	34,971.00	34,971.00	360.00	0.00	0.00	1,500.00	0.00	36,471.00
0023	113	ASSISTANT SUPERVISOR	33,306.00	0.00	33,306.00	0.05	1,665.00	0.00	34,971.00	34,971.00	540.00	0.00	0.00	750.00	0.00	36,261.00
0024	113	ASSISTANT SUPERVISOR	33,306.00	0.00	33,306.00	0.05	1,665.00	0.00	34,971.00	34,971.00	300.00	0.00	0.00	0.00	0.00	35,271.00
0025	113	ASSISTANT ACCOUNTANT	34,346.00	0.00	34,346.00	0.05	1,717.00	0.00	36,063.00	36,063.00	1,620.00	0.00	0.00	0.00	0.00	37,683.00
0026	113	HEAD CASHIER	34,346.00	0.00	34,346.00	0.05	1,717.30	0.00	36,063.30	36,063.00	660.00	0.00	0.00	0.00	0.00	36,723.00
0027	113	SENIOR TITLE EXAMINER	32,018.00	0.00	32,018.00	0.05	1,601.00	0.00	33,619.00	33,619.00	540.00	0.00	0.00	0.00	0.00	34,159.00

HIDALGO COUNTY
COMMISSIONER COURT
2009 SALARY SCHEDULE

9-1100-415-15-140-001-0

AI - 17146

TAX OFFICE

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	
		PROPOSED CHANGE: **ASSISTANT SUPERVISOR**														
0028	**113**	~~**HEAD DATA ENTRY**~~	**33,578.00**	**0.00**	**33,578.00**	**0.05**	**1,679.00**	**0.00**	**35,257.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
0029	113	HEAD BOOKKEEPER	31,666.00	0.00	31,666.00	0.05	1,583.00	0.00	33,249.00	33,249.00	900.00	0.00	0.00	0.00	0.00	34,149.00
0030	113	SUPERVISOR ASSISTANT	31,517.00	0.00	31,517.00	0.05	1,576.00	0.00	33,093.00	33,093.00	1,260.00	0.00	0.00	750.00	0.00	35,103.00
0031	113	SUPERVISOR ASSISTANT	31,517.00	0.00	31,517.00	0.05	1,576.00	0.00	33,093.00	33,093.00	1,020.00	0.00	0.00	750.00	0.00	34,863.00
0032	113	SUPERVISOR ASSISTANT	31,517.00	0.00	31,517.00	0.05	1,576.00	0.00	33,093.00	33,093.00	1,740.00	0.00	0.00	750.00	0.00	35,583.00
0033	113	ASSISTANT ACCOUNTANT	32,533.00	0.00	32,533.00	0.05	1,627.00	0.00	34,160.00	34,160.00	480.00	0.00	0.00	0.00	0.00	34,640.00
0034	113	ASSISTANT SUPERVISOR	32,646.00	0.00	32,646.00	0.05	1,632.00	0.00	34,278.00	34,278.00	1,680.00	0.00	0.00	0.00	0.00	35,958.00
0035	113	ASSISTANT SUPERVISOR	32,646.00	0.00	32,646.00	0.05	1,632.00	0.00	34,278.00	34,278.00	1,620.00	0.00	0.00	0.00	0.00	35,898.00
0036	113	ASSISTANT HEAD CASHIER	28,865.00	0.00	28,865.00	0.05	1,443.00	557.00	30,865.00	30,865.00	300.00	0.00	0.00	0.00	0.00	31,165.00
0037	113	TITLE EXAMINER	28,588.00	0.00	28,588.00	0.05	1,429.00	571.00	30,588.00	30,588.00	420.00	0.00	0.00	0.00	0.00	31,008.00
0038	113	ASSISTANT BOOKKEEPER	28,082.00	0.00	28,082.00	0.05	1,404.00	596.00	30,082.00	30,082.00	1,020.00	0.00	0.00	0.00	0.00	31,102.00
0039	113	ASSISTANT ACCOUNTANT	28,937.00	0.00	28,937.00	0.05	1,447.00	553.00	30,937.00	30,937.00	480.00	0.00	0.00	0.00	0.00	31,417.00
0040	113	COMPUTER DEPARTMENT CLERK	27,756.00	0.00	27,756.00	0.05	1,388.00	612.00	29,756.00	29,756.00	0.00	0.00	0.00	0.00	0.00	29,756.00
0041	113	SECRETARY	31,200.00	0.00	31,200.00	0.05	1,560.00	0.00	32,760.00	32,760.00	540.00	0.00	0.00	0.00	0.00	33,300.00
0042	113	DEPUTY CLERK/CASHIER	27,598.00	0.00	27,598.00	0.05	1,379.90	620.10	29,598.00	29,598.00	1,020.00	0.00	0.00	0.00	0.00	30,618.00
0043	113	ADMINISTRATIVE ASSISTANT	27,016.00	0.00	27,016.00	0.05	1,350.80	649.20	29,016.00	29,016.00	300.00	0.00	0.00	0.00	0.00	29,316.00
0044	113	DEPUTY TAX CLERK	26,959.00	0.00	26,959.00	0.05	1,347.95	652.05	28,959.00	28,959.00	420.00	0.00	0.00	0.00	0.00	29,379.00
0045	113	DEPUTY TAX CLERK	26,864.00	0.00	26,864.00	0.05	1,343.20	656.80	28,864.00	28,864.00	1,200.00	0.00	0.00	0.00	0.00	30,064.00
0046	113	DEPUTY CLERK/CASHIER	26,214.00	0.00	26,214.00	0.05	1,311.00	689.00	28,214.00	28,214.00	600.00	0.00	0.00	0.00	0.00	28,214.00
0047	113	HEAD CASHIER	25,706.00	0.00	25,706.00	0.05	1,285.30	714.70	27,706.00	27,706.00	420.00	0.00	0.00	0.00	0.00	28,126.00
0048	113	HEAD CASHIER	25,706.00	0.00	25,706.00	0.05	1,285.30	714.70	27,706.00	27,706.00	1,020.00	0.00	0.00	0.00	0.00	28,726.00
0049	113	DEPUTY CLERK/CASHIER	25,245.00	0.00	25,245.00	0.05	1,262.25	737.75	27,245.00	27,245.00	780.00	0.00	0.00	750.00	0.00	28,775.00
0050	113	COLLECTION CLERK	25,245.00	0.00	25,245.00	0.05	1,262.25	737.75	27,245.00	27,245.00	300.00	0.00	0.00	0.00	0.00	27,545.00
0051	113	ASSISTANT BOOKKEEPER	25,820.00	0.00	25,820.00	0.05	1,291.00	709.00	27,820.00	27,820.00	360.00	0.00	0.00	0.00	0.00	28,180.00
0052	113	TAX CLERK/CASHIER	24,789.00	0.00	24,789.00	0.05	1,239.00	761.00	26,789.00	26,789.00	1,320.00	0.00	0.00	0.00	0.00	28,109.00

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											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0053	113	ASSISTANT CASHIER	29,120.00	0.00	29,120.00	0.05	1,456.00	544.00	31,120.00	31,120.00	1,080.00	0.00	0.00	0.00	0.00	32,200.00
0054	113	DEPUTY CLERK/CASHIER	24,554.00	0.00	24,554.00	0.05	1,228.00	772.00	26,554.00	26,554.00	480.00	0.00	0.00	0.00	0.00	27,034.00
0055	113	COLLECTION CLERK	24,470.00	0.00	24,470.00	0.05	1,224.00	776.00	26,470.00	25,470.00	0.00	0.00	0.00	0.00	0.00	25,470.00
0056	113	CASHIER ASSISTANT	24,428.00	0.00	24,428.00	0.05	1,221.00	779.00	26,428.00	26,428.00	780.00	0.00	0.00	0.00	0.00	27,208.00
0057	113	CASHIER ASSISTANT	24,420.00	0.00	24,420.00	0.05	1,221.00	779.00	26,420.00	26,420.00	900.00	0.00	0.00	0.00	0.00	27,320.00
0058	113	CASHIER ASSISTANT	23,906.00	0.00	23,906.00	0.05	1,195.00	805.00	25,906.00	25,906.00	420.00	0.00	0.00	0.00	0.00	26,326.00
0059	113	DEPUTY CLERK/CASHIER	23,729.00	0.00	23,729.00	0.05	1,186.00	814.00	25,729.00	25,729.00	360.00	0.00	0.00	0.00	0.00	26,089.00
0060	113	DEPUTY CLERK/CASHIER	23,625.00	0.00	23,625.00	0.05	1,181.25	818.75	25,625.00	25,625.00	600.00	0.00	0.00	0.00	0.00	26,225.00
0061	113	DEPUTY CLERK/CASHIER	23,625.00	0.00	23,625.00	0.05	1,181.00	819.00	25,625.00	25,625.00	0.00	0.00	0.00	0.00	0.00	25,625.00
0062	113	DEPUTY CLERK/CASHIER	23,625.00	0.00	23,625.00	0.05	1,181.00	819.00	25,625.00	25,625.00	0.00	0.00	0.00	0.00	0.00	25,625.00
0063	113	DEPUTY CLERK/CASHIER	23,625.00	0.00	23,625.00	0.05	1,181.25	818.75	25,625.00	25,625.00	900.00	0.00	0.00	0.00	0.00	26,525.00
0064	113	DEPUTY CLERK/CASHIER	23,625.00	0.00	23,625.00	0.05	1,181.25	818.75	25,625.00	25,625.00	0.00	0.00	0.00	0.00	0.00	25,625.00
0065	113	DEPUTY CLERK/CASHIER	23,625.00	0.00	23,625.00	0.05	1,181.25	818.75	25,625.00	25,625.00	780.00	0.00	0.00	0.00	0.00	26,405.00
0066	113	DEPUTY CLERK/CASHIER	23,625.00	0.00	23,625.00	0.05	1,181.25	818.75	25,625.00	25,625.00	540.00	0.00	0.00	0.00	0.00	26,165.00
0067	113	TAX CLERK/CASHIER	23,553.00	0.00	23,553.00	0.05	1,178.00	822.00	25,553.00	25,553.00	480.00	0.00	0.00	0.00	0.00	26,033.00
0068	113	TAX CLERK/CASHIER	23,553.00	0.00	23,553.00	0.05	1,178.00	822.00	25,553.00	25,553.00	0.00	0.00	0.00	0.00	0.00	25,553.00
0069	113	TAX CLERK/CASHIER	23,542.00	0.00	23,542.00	0.05	1,177.00	823.00	25,542.00	25,236.00	0.00	0.00	0.00	0.00	0.00	25,236.00
0070	113	DEPUTY CLERK/CASHIER	23,375.00	0.00	23,375.00	0.05	1,168.75	831.25	25,375.00	25,375.00	1,080.00	0.00	0.00	0.00	0.00	26,455.00
0071	113	TAX CLERK/CASHIER	23,319.00	0.00	23,319.00	0.05	1,166.00	834.00	25,319.00	25,319.00	0.00	0.00	0.00	0.00	0.00	25,319.00
0072	113	INVENTORY CLERK	23,236.00	0.00	23,236.00	0.05	1,162.00	838.00	25,236.00	25,236.00	0.00	0.00	0.00	2,250.00	0.00	27,486.00
0073	113	DEPUTY TAX CLERK	23,236.00	0.00	23,236.00	0.05	1,161.80	838.20	25,236.00	25,236.00	0.00	0.00	0.00	0.00	0.00	25,236.00
0074	113	DEPUTY TAX CLERK	24,736.00	0.00	24,736.00	0.05	1,236.80	763.20	26,736.00	26,736.00	0.00	0.00	0.00	0.00	0.00	26,736.00
0075	113	CASHIER ASSISTANT	23,236.00	0.00	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
0076	113	DEPUTY TAX CLERK	23,236.00	0.00	23,236.00	0.05	1,162.00	838.00	25,236.00	25,236.00	300.00	0.00	0.00	0.00	0.00	25,536.00
0077	113	DEPUTY CLERK/CASHIER	23,236.00	0.00	23,236.00	0.05	1,161.80	838.20	25,236.00	25,236.00	0.00	0.00	0.00	0.00	0.00	25,236.00
0078	113	DEPUTY CLERK/CASHIER	23,236.00	0.00	23,236.00	0.05	1,161.80	838.20	25,236.00	24,236.00	0.00	0.00	0.00	0.00	0.00	24,236.00
0079	113	DEPUTY CLERK/CASHIER	23,236.00	0.00	23,236.00	0.05	1,161.80	838.20	25,236.00	25,236.00	420.00	0.00	0.00	0.00	0.00	25,656.00

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											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0080	113	DEPUTY CLERK/CASHIER	23,236.00	0.00	23,236.00	0.05	1,161.80	838.20	25,236.00	25,236.00	360.00	0.00	0.00	0.00	0.00	25,596.00
0081	113	DEPUTY CLERK/CASHIER	23,236.00	0.00	23,236.00	0.05	1,161.80	838.20	25,236.00	25,236.00	0.00	0.00	0.00	0.00	0.00	25,236.00
0082	113	DEPUTY CLERK/CASHIER	23,236.00	0.00	23,236.00	0.05	1,161.80	838.20	25,236.00	25,236.00	0.00	0.00	0.00	0.00	0.00	25,236.00
0083	113	DEPUTY CLERK/CASHIER	23,236.00	0.00	23,236.00	0.05	1,161.80	838.20	25,236.00	25,236.00	0.00	0.00	0.00	0.00	0.00	25,236.00
0084	113	TAX CLERK/CASHIER	23,236.00	0.00	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
0085	113	DEPUTY CLERK/CASHIER	23,236.00	0.00	23,236.00	0.05	1,161.80	838.20	25,236.00	25,236.00	0.00	0.00	0.00	0.00	0.00	25,236.00
0086	113	DEPUTY CLERK/CASHIER	23,236.00	0.00	23,236.00	0.05	1,162.00	838.00	25,236.00	25,236.00	1,020.00	0.00	0.00	0.00	0.00	26,256.00
0087	113	DEPUTY CLERK/CASHIER	23,236.00	0.00	23,236.00	0.05	1,161.80	838.20	25,236.00	25,236.00	420.00	0.00	0.00	0.00	0.00	25,656.00
0088	113	TAX CLERK/CASHIER	23,236.00	0.00	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
0089	113	DEPUTY CLERK/CASHIER	23,236.00	0.00	23,236.00	0.05	1,161.80	838.20	25,236.00	25,236.00	600.00	0.00	0.00	0.00	0.00	25,836.00
0090	113	DEPUTY CLERK/CASHIER	23,236.00	0.00	23,236.00	0.05	1,161.80	838.20	25,236.00	25,236.00	720.00	0.00	0.00	0.00	0.00	25,956.00
0091	113	TAX CLERK/CASHIER	23,236.00	0.00	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
0092	113	DEPUTY CLERK/CASHIER	23,236.00	0.00	23,236.00	0.05	1,161.80	838.20	25,236.00	25,236.00	0.00	0.00	0.00	0.00	0.00	25,236.00
0093	113	DEPUTY CLERK/CASHIER	23,236.00	0.00	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
0094	113	DEPUTY CLERK/CASHIER	23,236.00	0.00	23,236.00	0.05	1,161.80	838.20	25,236.00	25,236.00	420.00	0.00	0.00	0.00	0.00	25,656.00
0095	113	DEPUTY CLERK/CASHIER	23,236.00	0.00	23,236.00	0.05	1,161.80	838.20	25,236.00	25,236.00	300.00	0.00	0.00	0.00	0.00	25,536.00
0096	113	TAX CLERK/CASHIER	23,236.00	0.00	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
0097	113	DEPUTY CLERK/CASHIER	23,236.00	0.00	23,236.00	0.05	1,161.80	838.20	25,236.00	25,236.00	0.00	0.00	0.00	0.00	0.00	25,236.00
0098	113	TAX CLERK/CASHIER	23,236.00	0.00	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
0099	113	DEPUTY CLERK/CASHIER	23,236.00	0.00	23,236.00	0.05	1,161.80	838.20	25,236.00	25,236.00	0.00	0.00	0.00	0.00	0.00	25,236.00
0100	113	DEPUTY CLERK/CASHIER	23,236.00	0.00	23,236.00	0.05	1,161.80	838.20	25,236.00	25,236.00	420.00	0.00	0.00	0.00	0.00	25,656.00
0101	113	DEPUTY TAX CLERK	23,236.00	0.00	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
0102	113	DEPUTY TAX CLERK	23,236.00	0.00	23,236.00	0.05	1,161.80	838.20	25,236.00	25,236.00	0.00	0.00	0.00	0.00	0.00	25,236.00
0103	113	DEPUTY CLERK/CASHIER	23,236.00	0.00	23,236.00	0.05	1,161.80	838.20	25,236.00	25,236.00	600.00	0.00	0.00	0.00	0.00	25,836.00
0104	113	DEPUTY CLERK/CASHIER	23,236.00	0.00	23,236.00	0.05	1,161.80	838.20	25,236.00	25,236.00	0.00	0.00	0.00	0.00	0.00	25,236.00
0105	113	DEPUTY CLERK/CASHIER	23,236.00	0.00	23,236.00	0.05	1,161.80	838.20	25,236.00	25,236.00	0.00	0.00	0.00	0.00	0.00	25,236.00
0106	113	DEPUTY CLERK/CASHIER	23,236.00	0.00	23,236.00	0.05	1,161.80	838.20	25,236.00	25,236.00	0.00	0.00	0.00	0.00	0.00	25,236.00

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											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0107	113	DEPUTY CLERK/CASHIER	23,236.00	0.00	23,236.00	0.05	1,161.80	838.20	25,236.00	25,236.00	0.00	0.00	0.00	0.00	0.00	25,236.00
0108	113	DEPUTY CLERK/CASHIER	23,236.00	0.00	23,236.00	0.05	1,161.80	838.20	25,236.00	25,236.00	0.00	0.00	0.00	0.00	0.00	25,236.00
0109	113	TAX CLERK/CASHIER	23,236.00	0.00	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
0110	113	DEPUTY CLERK/CASHIER	23,236.00	0.00	23,236.00	0.05	1,161.80	838.20	25,236.00	25,236.00	0.00	0.00	0.00	0.00	0.00	25,236.00
0111	113	DEPUTY CLERK/CASHIER	23,236.00	0.00	23,236.00	0.05	1,161.80	838.20	25,236.00	25,236.00	0.00	0.00	0.00	0.00	0.00	25,236.00
0112	113	TAX CLERK/CASHIER	23,236.00	0.00	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
0113	113	DEPUTY CLERK/CASHIER	23,236.00	0.00	23,236.00	0.05	1,161.80	838.20	25,236.00	25,236.00	0.00	0.00	0.00	0.00	0.00	25,236.00
0114	113	TAX CLERK/CASHIER	22,820.00	0.00	22,820.00	0.05	1,141.00	859.00	24,820.00	24,820.00	0.00	0.00	0.00	0.00	0.00	24,820.00
0115	113	TAX CLERK/CASHIER	22,820.00	0.00	22,820.00	0.05	1,141.00	859.00	24,820.00	24,820.00	0.00	0.00	0.00	0.00	0.00	24,820.00
0116	113	TAX CLERK/CASHIER	22,820.00	0.00	22,820.00	0.05	1,141.00	859.00	24,820.00	24,820.00	0.00	0.00	0.00	0.00	0.00	24,820.00
0117	113	TAX CLERK/CASHIER	22,820.00	0.00	22,820.00	0.05	1,141.00	859.00	24,820.00	24,820.00	0.00	0.00	0.00	0.00	0.00	24,820.00
0118	113	DEPUTY CLERK/CASHIER	22,820.00	0.00	22,820.00	0.05	1,141.00	859.00	24,820.00	24,820.00	0.00	0.00	0.00	0.00	0.00	24,820.00
0119	113	DEPUTY CLERK/CASHIER	22,820.00	0.00	22,820.00	0.05	1,141.00	859.00	24,820.00	24,820.00	0.00	0.00	0.00	0.00	0.00	24,820.00
0120	113	DEPUTY CLERK/CASHIER	22,820.00	0.00	22,820.00	0.05	1,141.00	859.00	24,820.00	24,820.00	0.00	0.00	0.00	0.00	0.00	24,820.00
0121	113	DEPUTY CLERK/CASHIER	22,820.00	0.00	22,820.00	0.05	1,141.00	859.00	24,820.00	24,820.00	0.00	0.00	0.00	0.00	0.00	24,820.00
0122	113	TAX CLERK/CASHIER	22,820.00	0.00	22,820.00	0.05	1,141.00	859.00	24,820.00	24,820.00	0.00	0.00	0.00	0.00	0.00	24,820.00
0123	113	ADMINISTRATIVE ASSISTANT	31,200.00	0.00	31,200.00	0.05	1,560.00	0.00	32,760.00	32,760.00	300.00	0.00	0.00	1,500.00	0.00	34,560.00
0124	113	TAX CLERK/CASHIER	29,120.00	0.00	29,120.00	0.05	1,456.00	544.00	31,120.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0125	113	DEPUTY CLERK/CASHIER	24,000.00	0.00	24,000.00	0.05	1,200.00	800.00	26,000.00	26,000.00	540.00	0.00	0.00	0.00	0.00	26,540.00
0126	113	DEPUTY CLERK/CASHIER	24,000.00	0.00	24,000.00	0.05	1,200.00	800.00	26,000.00	26,000.00	0.00	0.00	0.00	0.00	0.00	26,000.00
0127	113	DEPUTY CLERK/CASHIER	24,000.00	0.00	24,000.00	0.05	1,200.00	800.00	26,000.00	26,000.00	780.00	0.00	0.00	0.00	0.00	26,780.00
0128	113	ADMISNISTRATIVE ASSISTANT	30,000.00	0.00	30,000.00	0.05	1,500.00	500.00	32,000.00	32,000.00	0.00	0.00	0.00	0.00	0.00	32,000.00
			3,710,334.00	0.00	3,710,334.00		185,518.35	78,504.85	3,974,357.20	3,905,673.00	54,840.00	0.00	0.00	43,765.00	1,000.00	4,004,318.00

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: HIDALGO COUNTY TAX OFFICE/140 **DATE:** 6/16/09

CURRENT POSITION TITLE: HEAD DATA ENTRY ASSISTANT **CURRENT SLOT. #:** 001-028

REQUESTED POSITION TITLE: SUPERVISOR
(For new positions or reclassifications)

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ 35,257.00 (Current Budgeted Salary) $ 35,257.00 (Proposed Budgeted Salary) $ -0- (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:		FLSA:	
Exempt	☐	Exempt	☐
Non-Exempt	☒	Non-Exempt	☒
N/A	☐		

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

TAX OFFICE WOULD LIKE TO CHANGE POSITION TITLE FROM "HEAD DATA ENTRY" TO ASSISTANT SUB-STATION SUPERVISOR" IN ORDER TO UTILIZE THIS POSITION FOR THE ALAMO SUB-STATION. AS SOON AS WE ARE GIVEN EMPLOYEES TO HAVE IT OPERATIONAL

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

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

THE NEW POSITION WILL CHANGE IN DUTIES AS FAR AS HAVING FULL RESPONSIBILITY OF OPENING AND CLOSING THE OFFICE, SECURING ALL MONIES, COLLECT FOR BOTH TAX DEPARTMENT AND AUTO DEPARTMENT. MONITORING WORK AND SUPERVISING 5 EMPLOYEES.

KEEPING FILES, INVENTORY AND SERVICING THE TAXPAYERS. SEE COPY OF SUB-STATION SUPERVISOR DUTIES AS PER CIVIL SERVICE AND HUMAN RESOURCE DEPARTMENTS.

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	6/15/09 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	9/02/2009 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY

RECLASSIFICATION COMMITTEE ADJUSTMENT RECOMMENDATION FORM

DEPARTMENT NAME: TAX OFFICE

REQUEST DATE: 08/25/09

DEPARTMENT NUMBER: 140

PROGRAM NUMBER: 001

CURRENT SLOT #: 0028

DEPARTMENT RECLASSIFICATION REQUEST

CURRENT:

HEAD DATA ENTRY	$35,257.00
Classification/Position Title	Pay Grade/Salary

REQUESTED ADJUSTMENT:

ASSISTANT SUB-STATION SUPERVISOR	$35,257.00
Classification/Position Title	Pay Grade/Salary

COMMITTEE RECOMMENDATION

ASSISTANT SUB-STATION SUPERVISOR	$35,257.00
Classification/Position Title	Pay Grade/Salary

COMMENTS: Title change only.

SIGNATURES

Human Resources Representative	Date
Norma G. Garcia	09/02/09
County Treasurer Representative	Date
[signature]	9/02/2009
Budget & Management Representative	Date

ASSESSING DEPARTMENT
EMPLOYEE JOB DESCRIPTION CLASSIFICATION

HEAD DATA ENTRY OPERATOR

SUMMARY:

PERFORMS A VARIETY OF CLERICAL FUNCTIONS WHICH FOLLOW ESTABLISHED PROCEDURES, AND WHICH MAY REQUIRE SOME JUDGEMENT AND SPECIALIZED SUBJECT KNOWLEDGE.

ESSENTIAL DUTIES AND RESPONSIBILITIES:
INCLUDE THE FOLLOWING (OTHER DUTIES MAY BE ASSIGNED).

ABILITY TO TYPE CORRESPONDENCE AND OTHER DOCUMENTS AND MATERIALS, USING A TYPEWRITER, WORD PROCESSING SOFTWARE OR PROGRAM RELATED TO MAINTAIN A TAX DATABASE. PERFORM AND MAINTAIN OTHER CLERICAL DUTIES AS REQUIRED, INCLUDING FILING, INDEXING AND RECORDING INFORMATION, MAKING COPIES, SORTING, STUFFING AND MAILING STATEMENTS.

ABILITY TO ASSIST TAXPAYER IN PERSON OR BY TELEPHONE, CONVEY MESSAGES, MAKE TELEPHONE CALLS, FAXES AND DISTRIBUTE MAIL. PROOFREAD RECORDS AND FORM, CONDUCT RESEARCH AS NEEDED ON PROPERTY TAX RECORDS ON EVERY DOCUMENT AVAILABLE FOR PUBLIC INFORMATION, TAX ROLLS, MAPS, OLD CARDS, CERTIFIED TAX ROLLS, APPRAISAL DATA FILE, OR OTHER DOCUMENTS AVAILABLE IN THE HIDALGO COUNTY TAX OFFICE FOR NAME AND ADDRESS RESEARCH.

REVIEWING AND PROCESSING OF ALL PROPERTY TYPES FOR ALL CURRENT AND PRIOR YEAR SUPPLEMENT ADJUSTMENT MODIFICATIONS. ASSIST BY ANSWERING QUESTIONS ON ALL REAL, PERSONAL AND MINERAL CORRESPONDENCE. MAIL SUPPLEMENT OR REGULAR STATEMENT MAILOUTS. DO NAME AND ADDRESS RESEARCH ON RETURN MAIL. PRINT AND MAIL UPDATED TAX STATEMENTS TO CORRECT NAME AND/OR ADDRESS. TAKING TAXPAYERS REFUND APPLICATIONS AND HAVE THE ABILITY TO ANSWER ANY RELATED TAX QUESTIONS TO ASSIST ANY TAX DEPARTMENT OR REFER TO THE APPROPRIATE TAX DEPARTMENT. ABILITY TO MAINTAIN A CODING SYSTEM WITH MORTGAGE COMPANIES AND COLLECTIONS STATUS FILE. UPDATE COUNTY TAX FILE WITH NEW OWNERS NAME AND ADDRESS AND FORWARD TO THE APPRAISAL DISTRICT. HAVE THE ABILLITY TO DO CALCULATIONS ON IN-HOUSE ADJUSTMENTS, EXEMPTION LETTERS, AND ADJUSTMENTS FURNISHED BY HIDALGO COUNTY APPRAISAL DISTRICT.

ABILITY TO MAINTAIN A PURCHASING SYSTEM FOR ALL DEPARTMENTS UNDER HIDALGO COUNTY TAX ASSESSOR-COLLECTOR OFFICE. HAVE GOOD COMMUNICAITON SKILLS WITH VENDORS, AUDITORS, PURCHASING DEPARTMENT OR ANY OTHER RELATED PARTIES WITH THE HIDALGO COUNTY TAX ASSESSOR-COLLECTOR OFFICE. MUST BE FLEXIBLE AND AVAILABLE, IF ASSIGNED TO PERFORM OTHER DUTIES IN THE OTHER DEPARTMENTS FOR CROSS TRAINING. MUST BE ABLE TO WORK OVERTIME WHEN REQUIRED.

PHYSICAL DEMANDS:

THE PHYSICAL DEMANDS DESCRIBED HERE ARE REPRESENTATIVE OF THOSE THAT MUST BE MET BY AN EMPLOYEE TO SUCCESSFULLY PERFORM THE ESSENTIAL FUNCTIONS AND DUTIES OF THIS JOB. REASONABLE ACCOMMODATIONS MAY BE MADE TO ENABLE INDIVIDUALS WITH DISABILITIES TO PERFORM THE ESSENTIAL FUNCTIONS AND JOB DUTIES.

WHILE PERFORMING THE DUTIES OF THIS JOB, THE EMPLOYEE IS REGULARLY REQUIRED TO STAND; SIT, USE HANDS TO FINGER, HANDLE, OR FEEL OBJECTS, TOOLS, OR CONTROLS, AND TALK OR HEAR. THE EMPLOYEE FREQUENTLY IS REQUIRED TO WALK. THE EMPLOYEE IS OCCASIONALLY REQUIRED TO REACH WITH HANDS AND ARMS.

THE EMPLOYEE MUST OCCASIONALLY LIFT AND/OR MOVE UP TO 30 POUNDS. SPECIFIC VISION ABILITIES REQUIRED BY THIS JOB INCLUDE CLOSE VISION AND THE ABILITY TO ADJUST FOCUS.

WORK ENVIRONMENT:

THE WORK ENVIRONMENT CHARACTERISTICS DESCRIBED HERE ARE REPRESENTATIVE OF THOSE AN EMPLOYEE ENCOUNTERS WHILE PERFORMING THE ESSENTIAL FUNCTIONS OF THIS JOB. REASONABLE ACCOMMODATIONS MAY BE MADE TO ENABLE INDIVIDUALS WITH DISABILITIES TO PERFORM THE ESSENTIAL FUNCTIONS.

THE NOISE LEVEL IN THE WORK ENVIROMENT IS USUALLY MODERATE.

QUALIFICATION REQUIREMENTS:

TO PERFORM THIS JOB SUCCESSFULLY, AN INDIVIDUAL MUST BE ABLE TO PERFORM EACH ESSENTIAL DUTY SATISFACTORILY. THE REQUIREMENTS LISTED BELOW ARE REPRESENTATIVE OF THE KNOWLEDGE, SKILL, AND/OR ABILITY REQUIRED. REASONABLE ACCOMMODATIONS MAY BE MADE TO ENABLE INDIVIDUALS WITH DISABILITIES TO PERFORM THE ESSENTIAL FUNCTIONS.

EDUCATION AND/OR EXPERIENCE:

HIGH SCHOOL DIPLOMA OR GENERAL EDUCATION DEGREE (GED) WITH TYPING COURSES, PLUS A MINIMUM OF ONE YEAR OF RESPONSIBLE CLERICAL WORK EXPERIENCE, PREFERABLY WITH GOVERNMENTAL ENTITY; OR ANY EQUIVALENT COMBINATION OF EXPERIENCE AND TRAINING WHICH PROVIDED THE REQUIRE KNOWLEDGE, SKILLS AND ABILITIES.

LANGUAGE SKILLS:

ABILITY TO READ AND INTERPRET DOCUMENTS SUCH AS SAFETY RULES, OPERATING AND MAINTENANCE INSTRUCTIONS, AND PROCEDURE MANUALS. ABILITY TO FILL OUT REPORTS AND ANSWER ROUTINE CORRESPONDENCE. ABILITY TO SPEAK EFFECTIVELY WITH PUBLIC.

MATHEMATICAL SKILLS:

ABILITY TO ADD, SUBTRACT, MULTIPLY AND DIVIDE IN ALL UNITS OF MEASURE, USING WHOLE NUMBERS, COMMON FRACTIONS, AND DECIMALS. ABILITY TO COMPUTE RATE, RATIO, AND PERCENT TO DRAW AND INTERPRET BAR GRAPHS.

REASONING ABILITY:

ABILITY TO APPLY COMMON SENSE UNDERSTANDING TO CARRY OUT INSTRUCTIONS FURNISHED IN WRITTEN, ORAL, OR DIAGRAM FORM. ABILITY TO DEAL WITH PROBLEMS INVOLVING SEVERAL CONCRETE VARIABLE IN STANDARDIZED SITUATIONS.

HIDALGO COUNTY TAX OFFICE
COLLECTING DEPT

JOB TITLE: **ASSISTANT SUPERVISOR**

SUMMARY:
Performs a variety of procedures for which guidelines exist and may require judgement and specialized subject knowledge.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Maintain Sub-station open to the public Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m.
- Supervise Sub-station personnel in accordance with County and Civil Service Personnel.
- Insure that highest priority is placed on Taxpayer service and satisfaction.
- Provide for and maintain security for all transactions, registrations, and all other fees collected by the Sub-station.
- Provide for the timely processing of all incoming mail payments and correspondence.
- Train, Supervise, and Evaluate Sub-Station personnel.
- Maintain a high level of proficiency in the Laws and Regulations set by the State of Texas on Registration on Motor Vehicles and a State Property Tax Code.
- Provide for the timely completion of all required reports.
- Travel to attend Seminar and Meetings when required by Tax Assessor-Collector.
- Must be able to travel, work after hours and weekends when required.

- Insure that all assets are accounted for.
- Insure that all monies are accounted and proper reports are prepared and transmitted on those monies.
- Submit any injury or illness reports to Risk Management when accidents or illness occur.
- Responsible for keeping tract of supplies and ordering supplies when needed.
- Review and answer correspondence, compose letters and office forms.
- Perform and maintain other duties as required, including organizing, planning, sorting, and distributing incoming mail, faxing, filing, and indexing.
- Making copies, mailing and stuffing statements.
- Dealing with the public and helping employees solve problems with taxpayers in person or by telephone, convey messages and make telephone calls.
- Working closely with Internal and External Auditors, school and city personnel and delinquent tax attorneys.
- Must be flexible and available, if assigned to perform other duties in the Motor Vehicle Department for cross training.
- Must have good judgement, be courteous, cooperative, maintain a good attendance record and be properly dressed for the job.
- Must be able to perform consistently and effectively under extreme pressure.
- Must be in observance of rules and safety procedures.
- Perform any other duties required to operate Sub-station.

Asst. Tax Collection's Supervisor
Location: Sub-Station

Requirements:
- High School Diploma or GED; Technical School Certificate preferred.
- Person with experience in Accounting.
- Person with Cashiering experience.
- Experience in the Tax Field preferred.
- Type 40 words per minute.
- Familiar with Personal Computers.
- Provide two (2) letters of recommendation or personal references.
- Must provide copy of diplomas and certificates of achievement.
- Must abide by all rules and regulations as set forth in Hidalgo County personal manual.
- Must have good communication skills.

Duties:
- Process current and delinquent tax payments.
- Must balance batches at the end of the day.
- Must be able to assist Cashier/Tax Clerk with any problems.
- Must be familiar with Property Tax Laws and be prepared to answer any questions from taxpayers.
- Must become familiar with Motor Vehicle Department and assist in this area when needed.
- Any other duties assigned.

AI-17197 **22.F.2.**

Increase Salary for County Wide Shop position

CC REGULAR

Date:	09/08/2009
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Yolanda Cisneros
Department:	COMM. PCT. #2
Agenda Category:	Budget and Management
Purchasing only:	Salary Schedule Changes

Information

CAPTION

Pct. #2 Co. Shop (1200):
a. Approval to delete one (1) regular full-time Mechanic II position, slot no. 0004, budgeted salary $29,683.00.

b. Approval to create one (1) regular full-time Mechanic II position, slot no. 0006, budgeted salary $31,195.00.

c. Approval of 2009 intradepartmental transfer.

d. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1200-431-00-122-004-0-XXX

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

BUDGETARY IMPACT:

Funds available in lapsed salaries (obj. code 113) as of 09/04/09.

Attachments

Link: PAR
Link: Job Description
Link: fiscal note
Link: Revised salary schedule

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/27/2009 09:40 AM	APRV
2	Sylvia Solis	Sylvia Solis	09/04/2009 04:48 PM	APRV
3	Auditor's Office		09/04/2009 05:31 PM	NEW

Form Started By: Yolanda Cisneros
Started On: 08/27/2009 08:27 AM
Final Approval Date: 09/04/2009

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER:
Pct. 2 – Co. Shop (122-004)

DATE:
August 27, 2009

CURRENT POSITION TITLE:
N/A

CURRENT SLOT. #:
0006

REQUESTED POSITION TITLE:
MECHANIC II

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) $ 31,195.00 (Proposed Budgeted Salary) $ 31,195.00 (Net Change)

Position to be funded from one of the following:

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

☒ Other LAPSED SALARIES FROM DELETED POSITION

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ]

Full Time Temporary Object 121 [ ] Part Time Temporary Object 122 [ ]

Enter hourly rate for temp. positions

$ _____

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	[ ]	Exempt	[ ]
Non-Exempt	[X]	Non-Exempt	[X]
N/A	[ ]		

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

Purpose of adjustment is that this employee will be taken responsibility more into the shop and in dealing with more repairs to county vehicles.

Employee's repairs include all gasoline and diesel motor vehicles.

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

Please see the attached job description.

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	09/04/2009 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	9/04/2009 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER:
Pct. 2 – Co. Shop (122-004)

DATE:
August 27, 2009

CURRENT POSITION TITLE:
MECHANIC II

CURRENT SLOT. #:
0004

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:	$ 29,683.00		$ 0.00		$ ($29,683.00)
	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	X	Part Time Employee Object 114			
Full Time Temporary Object 121		Part Time Temporary Object 122		$	Enter hourly rate for temp. positions
					Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt		Exempt	
Non-Exempt	X	Non-Exempt	X
N/A			

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

Employee on this was not given enough responsibility in the shop and for duties assigned due to the salary base.

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

N/A

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	09/04/2009 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	9/04/2009 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
ROAD & BRIDGE
County Wide Shop

JOB TITLE: Mechanic II FLSA STATUS: NON-EXEMPT

DEPARTMENT: 122 CIVIL SERVICE STATUS: NON-EXEMPT

SUMMARY

Maintain and repair assigned equipment with responsibility for quality on this equipment. Perform all kinds of welding, brazing, and cutting using gas and electric welding equipment. Maintains and repairs all gasoline and diesel-powered vehicles, machinery, small engines and equipment. Maintains and repairs heavy equipment and rebuilds engines and transmissions. Employee will service road equipment and perform miscellaneous vehicle/equipment maintenance duties.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Fabricates equipment by cutting, burning, and welding various metal materials.
- Repairs equipment by using welding techniques and appropriate welding equipment.
- Operates and provides services utilizing service truck as directed.
- Cleans and prepares surfaces to be welded.
- Sets up, assembles, and tacks weld parts.
- Builds up worn or defective surfaces.
- Uses burning equipment to dismantle assemblies and to cut material to size and shape.
- Repairs and performs preventative maintenance on all County Wide equipment.
- Trouble-shooting and cost estimates on repair job and preventative maintenance.
- Plans work schedule and sets priorities.
- Removes unit such as engine, transmission or differential.
- Raising vehicle with hydraulic jack or hoist to gain access to mechanical units bolted to underside of vehicle.
- Repairs parts such as crankshafts and cylinder blocks.
- Rewires ignition system, lights, and instrument panels.
- Relines and adjusts brakes, repairs or replaces shock absorbers and solders leaks in radiators.
- Repairs hydraulic systems, diesel engines, gasoline engines and heavy equipment.
- Able to read wiring diagrams and oil circuits.
- Able to work with a variety of hand and power tools.
- Works independently with minimal supervision.
- Regular attendance is a must.
- Ability to work well with others.

QUALIFICATION REQUIREMENTS

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

EDUCATION and/or EXPERIENCE

- High School diploma or GED;
- Five (5) years of increasingly responsible auto repair/welding experience; or
- Any equivalent combination of experience and training, which provides the required knowledge, skills and abilities to perform duties.

CERTIFICATES, LICENSES, REGISTRATIONS

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

OTHER SKILLS AND ABILITIES

- Ability to read and interpret documents such as safety rules, maintenance instructions and procedure manual.
- Bilingual ability (Spanish and English) with the ability to converse fluently in both languages, preferred.
- Ability to calculate figures and amounts such as simple addition, subtraction, multiplication, and division in all units of measure.
- Ability to understand, follow and give oral and written instructions and directives.
- Must be able to perform duties of Mechanic I.
- Must provide own tools.
- 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 encounter while performing the essential functions of this job.

Work involves considerable stooping, bending, and working in overhead structures and on scaffolds. Considerable glare emits from work, requiring the wearing of personal protective

equipment. Exposed to moderate burns and exposed to flying objects, such as chips and scale. Work also involves varying degrees of precision and control where damage could be considerable.

The noise level in the work environment is usually loud.

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
Required to follow all departments' safety regulations

Hidalgo County
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
From: Raul Silguero Jr., Budget Officer
CC Date: Tuesday, September 08, 2009 **Agenda Item:** 17197

Summary of request/proposal:
Pct. 2 - CO Shop Department is requesting approval to delete one (1) regular full-time Mechanic II position, slot no. 0004, budgeted salary $29,683.00 and create one (1) regular full-time Mechanic II position, slot no. 0006, budgeted salary $31,195.00. Pending CC approval.

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1200	Mechanic II	0004	113	29,683.00	(29,683.00)	(29,683.00)
1200	Mechanic II	0006	113	0.00	31,195.00	31,195.00
				29,683.00	1,512.00	1,512.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
9-1200-431-00-122-004-0	113	CO SHOP -	REG F/T EMPLOYEES	$509.79
9-1200-431-00-122-004-0	211	CO SHOP -	HEALTH INSURANCE	
9-1200-431-00-122-004-0	212	CO SHOP -	LIFE INSURANCE	
9-1200-431-00-122-004-0	220	CO SHOP -	FICA	$39.00
9-1200-431-00-122-004-0	230	CO SHOP -	RETIREMENT	$45.98
9-1200-431-00-122-004-0	250	CO SHOP -	UNEMPLOYMENT COMP	$2.55
9-1200-431-00-122-004-0	260	CO SHOP -	WORKER'S COMP	$0.00
			2009 Budgetary Impact	$597.32

2010 Budgetary Impact: $5,962.61

Possible Funding Sources: Lapsed salaries (1200) - obj. code 113

Budget Office Recommendation:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
COMMISSIONER COURT
2009 SALARY SCHEDULE

9-1200-431-00-122-004-0

AI - 17197

CO. SHOP

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	MECHANIC IV	49,445.00	0.00	49,445.00	0.05	2,472.25	0.00	51,917.25	51,917.00	1,440.00	0.00	0.00	0.00	0.00	53,357.00
0002	113	MECHANIC III	41,855.00	0.00	41,855.00	0.05	2,092.75	0.00	43,947.75	39,312.00	0.00	0.00	0.00	0.00	0.00	39,312.00
0003	113	MECHANIC III	29,195.00	0.00	29,195.00	0.05	1,459.75	540.25	31,195.00	31,195.00	1,200.00	0.00	0.00	0.00	0.00	32,395.00
~~0004~~	~~113~~	**DELETE THE FOLLOWING POSITION: ~~MECHANIC II~~**	~~27,683.00~~	~~0.00~~	~~27,683.00~~	~~0.05~~	~~1,384.00~~	~~616.00~~	~~29,683.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~
0005	113	TRUCK DRVER III	27,352.00	0.00	27,352.00	0.05	1,368.00	632.00	29,352.00	29,352.00	660.00	0.00	0.00	0.00	0.00	30,012.00
0006	**113**	**CREATE THE FOLLOWING POSITION: MECHANIC II**	**0.00**	**31,195.00**	**31,195.00**	**0**	**0.00**	**0.00**	**31,195.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
			175,530.00	0.00	175,530.00		8,776.75	1,788.25	186,095.00	151,776.00	3,300.00	0.00	0.00	0.00	0.00	155,076.00

Approval to delete one (1) regular full-time Mechanic II position, slot no. 0004, budgeted salary $29,683.00 and create one (1) regular full-time Mechanic II position, slot no. 0006, budgeted salary $31,195.00. Pending CC approval.

AI-17351 **22.F.3.**

Pct. 1 R&B - Creation and deletion of position

CC REGULAR

Date:	09/08/2009
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

Pct. #1 R&B (1201):
a. Approval to delete one (1) regular full-time Maintenance III position, slot #0018, budgeted salary $34,167.00.

b. Approval to create one (1) regular full-time Maintenance Supervisor position, slot #0086, budgeted salary $45,000.00.

c. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1201-431-00-121-005-0-XXX

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

BUDGETARY IMPACT:

Funds available in lapsed salaries (obj. code 113)

Attachments

Link: Revised salary schedule

Link: fiscal note

Link: job descriptions

Link: PAR

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sylvia Solis	Sylvia Solis	09/04/2009 05:31 PM	APRV
2	Budget & Management		09/04/2009 05:31 PM	NEW

Form Started By: Sylvia Solis Started On: 09/04/2009 03:48 PM

Final Approval Date: 09/04/2009

HIDALGO COUNTY
COMMISSIONER COURT
2009 SALARY SCHEDULE

9-1201-431-00-121-005-0

PCT. 1 P/U RD

Slot #	Obj Code	POSITION TITLE	2008 BUDGETED SALARY	2009 ADJUSTED SALARY	2009 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2009 BUDGETED SALARY APPROVED
0001	113	CHIEF ADMINISTRATOR	80,340.00	0.00	80,340.00	0.05	4,017.00	0.00	84,357.00
0002	113	BUDGET MANAGER	67,600.00	0.00	67,600.00	0.05	3,380.00	0.00	70,980.00
0005	113	RIGHT OF WAY DIRECTOR	47,731.00	0.00	47,731.00	0.05	2,387.00	0.00	50,118.00
0006	113	INVENTORY COORDINATOR	46,800.00	0.00	46,800.00	0.05	2,340.00	0.00	49,140.00
0007	113	ACCOUNTANT	46,800.00	0.00	46,800.00	0.05	2,340.00	0.00	49,140.00
0009	113	COORDINATOR	42,385.00	0.00	42,385.00	0.05	2,119.00	0.00	44,504.00
0010	113	SAFETY DIRECTOR	40,676.00	0.00	40,676.00	0.05	2,034.00	0.00	42,710.00
0011	113	ASSISTANT FIELD/OPERATIONS DIRECT	37,681.00	0.00	37,681.00	0.05	1,884.00	0.00	39,565.00
0012	113	SPECIAL PROJECTS COORDINATOR	37,450.00	0.00	37,450.00	0.05	1,872.00	0.00	39,322.00
0013	113	PAVING SUPERVISOR	36,284.00	0.00	36,284.00	0.05	1,814.00	0.00	38,098.00
0014	113	SAFETY COORDINATOR	36,284.00	0.00	36,284.00	0.05	1,814.00	0.00	38,098.00
		DELETE THE FOLLOWING POSITION:							
~~0018~~	~~113~~	~~MAINTENANCE III~~	~~32,540.00~~	~~0.00~~	~~32,540.00~~	~~0.05~~	~~1,627.00~~	~~0.00~~	~~34,167.00~~
0019	113	TRUCK DRIVER I	32,540.00	0.00	32,540.00	0.05	1,627.00	0.00	34,167.00
0020	113	HEAVY EQUIPMENT OPERATOR III	32,540.00	0.00	32,540.00	0.05	1,627.00	0.00	34,167.00
0021	113	MAINTENANCE III	32,540.00	0.00	32,540.00	0.05	1,627.00	0.00	34,167.00
0022	113	HEAVY EQUIPMENT OPERATOR I	32,540.00	0.00	32,540.00	0.05	1,627.00	0.00	34,167.00
0023	113	MAINTENANCE III	32,540.00	0.00	32,540.00	0.05	1,627.00	0.00	34,167.00
0024	113	MAINTENANCE II	32,540.00	0.00	32,540.00	0.05	1,627.00	0.00	34,167.00
0025	113	MAINTENANCE III	32,540.00	0.00	32,540.00	0.05	1,627.00	0.00	34,167.00
0027	113	GRANTS SPECIALIST	32,321.00	0.00	32,321.00	0.05	1,616.00	0.00	33,937.00
0028	113	TRAFFIC CONTROL SPECIALIST I	32,018.00	0.00	32,018.00	0.05	1,601.00	0.00	33,619.00
0029	113	MECHANIC II	31,027.00	0.00	31,027.00	0.05	1,551.35	0.00	32,578.35
0030	113	HEAVY EQUIPMENT OPERATOR II	30,258.00	0.00	30,258.00	0.05	1,513.00	0.00	31,771.00
0031	113	MAINTENANCE III	29,190.00	0.00	29,190.00	0.05	1,459.50	540.50	31,190.00
0033	113	CLERK/RECEPTIONIST	28,016.00	0.00	28,016.00	0.05	1,401.00	599.00	30,016.00
0034	113	MECHANIC I	28,016.00	0.00	28,016.00	0.05	1,401.00	599.00	30,016.00
0035	113	HEAVY EQUIPMENT OPERATOR III	27,857.00	0.00	27,857.00	0.05	1,393.00	607.00	29,857.00
0036	113	HEAVY EQUIPMENT OPERATOR II	27,852.00	0.00	27,852.00	0.05	1,393.00	607.00	29,852.00
0037	113	MAINTENANCE II	27,852.00	0.00	27,852.00	0.05	1,392.60	607.40	29,852.00
0038	113	HEAVY EQUIPMENT OPERATOR II	27,852.00	0.00	27,852.00	0.05	1,393.00	607.00	29,852.00
0039	113	TRUCK DRIVER III	27,031.00	0.00	27,031.00	0.05	1,351.55	648.45	29,031.00
0040	113	MAINTENANCE I	26,807.00	0.00	26,807.00	0.05	1,340.00	660.00	28,807.00
0041	113	TRUCK DRIVER III	26,026.00	0.00	26,026.00	0.05	1,301.00	699.00	28,026.00

0042	113	MAINTENANCE II	25,562.00	0.00	25,562.00	0.05	1,278.10	721.90	27,562.00
0043	113	TRUCK DRIVER III	25,562.00	0.00	25,562.00	0.05	1,278.00	722.00	27,562.00
0044	113	TRUCK DRIVER I	24,607.00	0.00	24,607.00	0.05	1,230.00	770.00	26,607.00
0045	113	HEAVY EQIPMENT OPERATOR III	24,607.00	0.00	24,607.00	0.05	1,230.35	769.65	26,607.00
0046	113	HEAVY EQUIPMENT OPERATOR I	24,334.00	0.00	24,334.00	0.05	1,217.00	783.00	26,334.00
0047	113	TRUCK DRIVER III	24,334.00	0.00	24,334.00	0.05	1,216.70	783.30	26,334.00
0048	113	TRUCK DRIVER III	24,000.00	0.00	24,000.00	0.05	1,200.00	800.00	26,000.00
0049	113	TRUCK DRVER III	24,000.00	0.00	24,000.00	0.05	1,200.00	800.00	26,000.00
0050	113	TRUCK DRIVER III	24,000.00	0.00	24,000.00	0.05	1,200.00	800.00	26,000.00
0051	113	HEAVY EQUIPMENT OPERATOR I	23,483.00	0.00	23,483.00	0.05	1,174.00	826.00	25,483.00
0052	113	MAINTENANCE I	23,236.00	0.00	23,236.00	0.05	1,161.80	838.20	25,236.00
0053	113	MAINTENANCE I	23,236.00	0.00	23,236.00	0.05	1,162.00	838.00	25,236.00
0054	113	HEAVY EQUIPMENT OPERATOR I	23,033.00	0.00	23,033.00	0.05	1,152.00	848.00	25,033.00
0055	113	DATA ENTRY CLERK	21,988.00	0.00	21,988.00	0.05	1,099.40	900.60	23,988.00
0056	113	HEAVY EQUIPMENT OPERATOR III	21,985.00	0.00	21,985.00	0.05	1,099.25	900.75	23,985.00
0057	113	MAINTENANCE I	21,635.00	0.00	21,635.00	0.05	1,082.00	918.00	23,635.00
0058	113	MAINTENANCE I	21,635.00	0.00	21,635.00	0.05	1,081.75	918.25	23,635.00
0061	113	ADMINISTRATIVE ASSISTANT	48,256.00	0.00	48,256.00	0.05	2,413.00	0.00	50,669.00
0071	113	COMMUNITY LIAISON	42,000.00	0.00	42,000.00	0.05	2,100.00	0.00	44,100.00
0072	113	DIRECTOR OF OPERATIONS	65,265.00	0.00	65,265.00	0.05	3,263.25	0.00	68,528.25
0073	113	MAINTENANCE III	32,000.00	0.00	32,000.00	0.05	1,600.00	0.00	33,600.00
0074	113	TIRE REPAIR/MAINTENANCE	22,000.00	0.00	22,000.00	0.05	1,100.00	900.00	24,000.00
0076	113	CONTRACTS MANAGER	42,000.00	0.00	42,000.00	0.05	2,100.00	0.00	44,100.00
0077	113	MECHANIC III	37,440.00	0.00	37,440.00	0.05	1,872.00	0.00	39,312.00
0078	113	DIESEL MECHANIC	40,000.00	0.00	40,000.00	0.05	2,000.00	0.00	42,000.00
0079	113	GENERAL FOREMAN	0.00	50,000.00	50,000.00	0	0.00	8,000.00	58,000.00
0080	113	MATERIAL MANAGEMENT MANAGER	0.00	40,000.00	40,000.00	0	0.00	0.00	40,000.00
0081	113	CALL CENTER MANAGER	0.00	55,000.00	55,000.00	0	0.00	0.00	55,000.00
0082	113	HUMAN RESOURCES MANAGER	0.00	65,000.00	65,000.00	0	0.00	0.00	65,000.00
0083	113	FIELD OPERATIONS DIRECTOR	0.00	65,000.00	65,000.00	0	0.00	0.00	65,000.00
0084	113	TRAFFIC SAFETY SPECIALIST III	0.00	44,100.00	44,100.00	0	0.00	0.00	44,100.00
0085	113	EXECUTIVE ASSISTANT	0.00	59,568.00	59,568.00	0	0.00	0.00	59,568.00
		CREATE THE FOLLOWING POSITION:							
0086	**113**	**MAINTENANCE SUPERVISOR**	**0.00**	**45,000.00**	**45,000.00**	**0**	**0.00**	**0.00**	**45,000.00**
			1,912,672.00	378,668.00	2,291,340.00		95,634.60	29,012.00	2,415,986.60

1. Approval to delete one (1) regular full-time Maintenance III position, slot #0018, budgeted salary $34,167.

2. Approval to create one (1) regular full-time Maintenance Supervisor position, slot #0086, budgeted salary $

3. Positions pending CC approval.

AI - 17351

2009 ACTUAL SALARY	Other Allowances					2009 ACTUAL TOTAL COMPENSATION
	Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
84,357.00	0.00	0.00	0.00	0.00	0.00	84,357.00
70,980.00	540.00	0.00	0.00	0.00	0.00	71,520.00
50,118.00	0.00	0.00	0.00	0.00	0.00	50,118.00
49,140.00	0.00	0.00	0.00	0.00	0.00	49,140.00
49,140.00	0.00	0.00	0.00	0.00	0.00	49,140.00
44,504.00	360.00	0.00	0.00	0.00	0.00	44,864.00
42,710.00	540.00	0.00	0.00	0.00	0.00	43,250.00
39,565.00	420.00	0.00	0.00	0.00	0.00	39,985.00
39,322.00	540.00	0.00	0.00	0.00	0.00	39,862.00
38,098.00	960.00	0.00	0.00	0.00	0.00	39,058.00
38,098.00	0.00	0.00	0.00	0.00	0.00	38,098.00
~~34,167.00~~	~~1,140.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~35,307.00~~
34,167.00	0.00	0.00	0.00	0.00	0.00	34,167.00
34,167.00	780.00	0.00	0.00	0.00	0.00	34,947.00
33,937.00	0.00	0.00	0.00	0.00	0.00	33,937.00
34,167.00	900.00	0.00	0.00	0.00	0.00	35,067.00
34,167.00	0.00	0.00	0.00	0.00	0.00	34,167.00
25,562.00	0.00	0.00	0.00	0.00	0.00	25,562.00
34,167.00	0.00	0.00	0.00	0.00	0.00	34,167.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00
31,299.00	0.00	0.00	0.00	0.00	0.00	31,299.00
32,578.00	360.00	0.00	0.00	0.00	0.00	32,938.00
31,771.00	1,320.00	0.00	0.00	0.00	0.00	33,091.00
31,190.00	0.00	0.00	0.00	0.00	0.00	31,190.00
30,016.00	0.00	0.00	0.00	0.00	0.00	30,016.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00
29,857.00	1,380.00	0.00	0.00	0.00	0.00	31,237.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00
29,852.00	0.00	0.00	0.00	0.00	0.00	29,852.00
29,031.00	0.00	0.00	0.00	0.00	0.00	29,031.00
21,635.00	0.00	0.00	0.00	0.00	0.00	21,635.00
28,026.00	840.00	0.00	0.00	0.00	0.00	28,866.00

27,562.00	0.00	0.00	0.00	0.00	0.00	27,562.00
27,562.00	0.00	0.00	0.00	0.00	0.00	27,562.00
24,607.00	0.00	0.00	0.00	0.00	0.00	24,607.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00
26,334.00	480.00	0.00	0.00	0.00	0.00	26,814.00
26,334.00	0.00	0.00	0.00	0.00	0.00	26,334.00
26,000.00	0.00	0.00	0.00	0.00	0.00	26,000.00
26,000.00	0.00	0.00	0.00	0.00	0.00	26,000.00
26,000.00	0.00	0.00	0.00	0.00	0.00	26,000.00
25,483.00	0.00	0.00	0.00	0.00	0.00	25,483.00
25,236.00	0.00	0.00	0.00	0.00	0.00	25,236.00
21,635.00	0.00	0.00	0.00	0.00	0.00	21,635.00
25,033.00	0.00	0.00	0.00	0.00	0.00	25,033.00
23,988.00	0.00	0.00	0.00	0.00	0.00	23,988.00
23,985.00	420.00	0.00	0.00	0.00	0.00	24,405.00
21,635.00	0.00	0.00	0.00	0.00	0.00	21,635.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00
50,669.00	0.00	0.00	0.00	0.00	0.00	50,669.00
44,100.00	300.00	0.00	0.00	0.00	0.00	44,400.00
68,528.00	0.00	0.00	0.00	0.00	0.00	68,528.00
33,600.00	0.00	0.00	0.00	0.00	0.00	33,600.00
24,000.00	0.00	0.00	0.00	0.00	0.00	24,000.00
44,100.00	0.00	0.00	0.00	0.00	0.00	44,100.00
39,312.00	0.00	0.00	0.00	0.00	0.00	39,312.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00
58,000.00	1,140.00	0.00	0.00	0.00	0.00	59,140.00
40,000.00	0.00	0.00	0.00	0.00	0.00	40,000.00
55,000.00	0.00	0.00	0.00	0.00	0.00	55,000.00
65,000.00	0.00	0.00	0.00	0.00	0.00	65,000.00
65,000.00	0.00	0.00	0.00	0.00	0.00	65,000.00
44,100.00	660.00	0.00	0.00	0.00	0.00	44,760.00
59,000.00	0.00	0.00	0.00	5,000.00	0.00	64,000.00
0.00	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**64,000.00**
2,173,591.00	13,080.00	0.00	0.00	5,000.00	0.00	2,191,671.00

00.

45,000.00.

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 08, 2009 **Agenda Item:** 17351

Summary of request/proposal:
Pct. 1 R&B is requesting approval to delete one (1) regular full-time Maintenance III position, slot #0018, budgeted salary $34,167.00, and create one (1) regular full-time Maintenance Supervisor position, slot #0086, budgeted salary $45,000.00.

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1201	Maintenance III	0018	113	34,167.00	0.00	(34,167.00)
1201	Maintenance Supervisor	0086	113	0.00	45,000.00	45,000.00
				34,167.00	45,000.00	10,833.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
9-1201-431-00-121-005-0	113	PCT. 1 P/U RD -	REG F/T EMPLOYEES	$14,070.45
9-1201-431-00-121-005-0	211	PCT. 1 P/U RD -	HEALTH INSURANCE	
9-1201-431-00-121-005-0	212	PCT. 1 P/U RD -	LIFE INSURANCE	
9-1201-431-00-121-005-0	220	PCT. 1 P/U RD -	FICA	$1,076.39
9-1201-431-00-121-005-0	230	PCT. 1 P/U RD -	RETIREMENT	$1,269.15
9-1201-431-00-121-005-0	250	PCT. 1 P/U RD -	UNEMPLOYMENT COMP	$70.35
9-1201-431-00-121-005-0	260	PCT. 1 P/U RD -	WORKER'S COMP	
			2009 Budgetary Impact	$16,486.34

2010 Budgetary Impact: **$16,905.70**

Possible Funding Sources: LAPSED SALARIES (OBJ CODE 113)

Budget Office Recommendation:

Hidalgo Co. Budget Office
2/3/2005

delete

(6)

HIDALGO COUNTY
ROAD & BRIDGE
PAVED/UNPAVED

Job Title:	**Maintenance III**	**FLSA Status:**	**Non-Exempt**
Dept No:	**121-124**	**Civil Service Status:**	**Non-Exempt**

SUMMARY:
Performs supervisory duties as directed. Maintains safe conditions on all county roads and bridges within precincts. Performs various tasks of construction and maintenance throughout the precincts.

ESSENTIAL DUTIES AND RESPONSIBILITES:

- Performs supervisory duties as directed.
- Patches holes on county roads and/or bridges.
- Is able to operate tractor with shredder effectively in order to maintain all paved and unpaved roads in precinct.
- Performs a variety of preventative maintenance and repair work on equipment.
- Performs maintenance and construction duties including installing culverts.
- May operate chainsaw to clear brush from right of way.
- May drive county vehicle to haul materials to and from the worksite.
- Tamps, packs and levels dirt, gravel or asphalt.
- Uses hand tools to dig ditches or holes.
- Loads material, trash, brush, etc., onto truck. May sometime unload the same.
- May replace tires on county vehicles.
- Checks daily construction schedule to keep appraised of materials needed on the job.
- Regular attendance is a must.
- Ability to work well with others.

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

EDUCATION and/or EXPERIENCE

- High School Diploma or general education degree (GED) preferred;
- Three years of supervisory experience; and/or
- Any equivalent combination of experience and training, which provides the required knowledge, skills and abilities to perform duties.

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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

- Should be able to operate other general equipment such as backhoe, loader, etc.
- Should be able to train employees on the various types of equipment.
- May be required to address personnel issues.
- Must have basic knowledge of hand tools associated with manual labor and the minor repair of the equipment. Employees working in the installation of signs may use a jackhammer, pole hole digger, hole auger air compressor, etc., but all employees will be trained on the job to handle such tools.
- Ability to read and interpret documents such as safety rules, maintenance instructions and procedure manuals.
- Bilingual ability (Spanish and English) with the ability to converse in both languages, preferred.
- Ability to calculate figures and amounts such as simple addition, subtraction, multiplication, and division.
- Ability to understand and follow written and oral instructions and directives.
- Must be able to perform all duties of Maintenance I and II.
- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County.

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

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 noise level in the work environment is usually moderate;

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

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

Maintain mental capacity which permits:

- making sound decisions and using good judgment;
- demonstrating intellectual capabilities;

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

ACCIDENT PREVENTION PROGRAM:
Required to follow all departments' safety regulations;

Approved 2001

Page:4/4 To:9292703S SEP-05-2009 05:32 From:

new

MAINTENANCE SUPERVISOR

GRADE: 11

GENERAL DESCRIPTION

Performs routine (journey-level) supervisory maintenance work. Work involves assisting in the planning and scheduling of the installation, care, and repair of County facilities and equipment; Supervises the work of others; Works under moderate supervision, with limited latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Assigns maintenance crews to specific jobs, and inspects work to be certain that work meets standards and safety and building regulations

Plans, schedules, and oversees maintenance and repair work, such as plumbing, masonry, welding, carpentry, painting, electrical, and grounds maintenance work

Obtains material and supplies, maintains records of materials used on jobs, and requisitions items not carried in stock

Conducts inspections of buildings, equipment, and grounds for security and needed repairs

Receives requests for maintenance and repairs, and initiates maintenance and repair work

Maintains records of materials used on jobs and in stock

Prepares progress reports

Assists in interviewing and hiring new staff

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

Oversee purchases of building and maintenance supplies, machinery, equipment and furniture

Compiles records of labor and material costs for operating budget, and studies production schedules and estimates worker hour requirements for completion of job assignments, and may obtain advice from engineering consultants

Conducts quarterly maintenance inspections of each county-owned facility; provides a summary of maintenance recommendations to Departments;

Provides staff training in a variety of safety and maintenance topics

Conducts safety inspections and related training

Selects, trains, evaluates and supervises assigned staff

Supervises the work of others

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Five (5) years experience in the field of maintenance and construction including supervisory experience. Graduation from a high school or equivalent preferred. Associate Degree or Vocational training related to the job preferred (Building Trades field such as Electrician, Plumber, A/C Technician, Commercial Construction etc). Experience and education may be substituted for one another.

Knowledge, Skills, and Abilities

Knowledge of building and ground maintenance techniques; of plumbing and heating systems; of sanitation practices; of electrical systems; and of fire and safety regulations and procedures

Skill in the use of tools and equipment

Ability to interpret blueprints; to organize preventative maintenance programs; and to supervise the work of others

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER:
Precinct #1 / 121

DATE:
9/4/09

CURRENT POSITION TITLE:

CURRENT SLOT. #:
005-0086

REQUESTED POSITION TITLE: Maintenance Supervisor
(For new positions or reclassifications)

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ 0 (Current Budgeted Salary) $ 45,000.00 (Proposed Budgeted Salary) $ 45,000.00 (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 [X] Part Time Employee Object 114 [ ] _____

Full Time Temporary Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Enter hourly rate for temp. positions

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	[ ]	Exempt	[ ]
Non-Exempt	[X]	Non-Exempt	[X]
N/A	[ ]		

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

TO OVER SEE SEVERAL POSITIONS IN THE ROAD AND BRIDGE DEPARTMENT.

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

TO SUPERVIS SEVERAL POSITIONS IN THE ROAD AND BRIDGE DEPARTMENT.

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	DATE 9/04/2009	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER:
Precinct #1 / 121

DATE:
9/4/09

CURRENT POSITION TITLE: Maintenance III

CURRENT SLOT. #:
005-0018

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ 34,167.00 (Current Budgeted Salary) $ 0 (Proposed Budgeted Salary) $ (34,167.00) (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 [X] Part Time Employee Object 114 [ ]

Full Time Temporary Object 121 [ ] Part Time Temporary Object 122 [ ]

Enter hourly rate for temp. positions

$ _____

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	[ ]	Exempt	[ ]
Non-Exempt	[X]	Non-Exempt	[X]
N/A	[ ]		

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

TO OVER SEE SEVERAL POSITIONS IN THE ROAD AND BRIDGE DEPARTMENT.

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

TO SUPERVIS SEVERAL POSITIONS IN THE ROAD AND BRIDGE DEPARTMENT.

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. DEPARTMENT HEAD	DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2. HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3. DEPARTMENT OF BUDGET & MANAGEMENT	DATE 9/04/2009	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4. COMMISSIONERS COURT APPROVAL	DATE			

AI-17282 **23.A.4.**

Proposal Acceptance for Asbestos Abatement (including Bat Guano Removal) for Old Administration Building Renovations Project

CC REGULAR

Date:	09/08/2009
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 with option for removal of Bat Guano"-project #09-071D-total amount of $98,288.00-($88,318.00 for Asbestos Abatementonly+$9,970.00 for Bat Guano removal option).

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:

Available acct balance as of 9-4-09 $2,211,814.21

Attachments

Link: CRRC PROPOSAL

Link: CRRC-TIPS CONTRACT INFO

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/04/2009 03:00 PM	APRV
2	Budget & Management	Erika Zamora	09/04/2009 03:06 PM	APRV
3	Ivan Cantu	Ivan Cantu	09/04/2009 03:15 PM	APRV
4	Auditor's Office		09/04/2009 05:31 PM	NEW

Form Started By: Moises Salazar Started On: 09/02/2009 02:16 PM

Final Approval Date: 09/04/2009

PURCHASING DEPARTMENT
County Of Hidalgo

July 30, 2009

_____

_____

_____

_____

Re: **HIDALGO COUNTY -REQUEST FOR PROPOSAL THRU TIPS-TAPS AWARDED CONTRACTS**
"Asbestos Abatement for Hidalgo County Old Administration Building"
RFP: 2009-071D-08-04-MSS

Dear Participants:

Enclosed please find a Request for Proposal (RFP) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFP process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Moises Salazar, Buyer II
Hidalgo County Purchasing Department

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR PROPOSAL/QUOTE CHECKLIST

HIDALGO COUNTY
"ASBESTOS ABATEMENT FOR HIDALGO COUNTY OLD ADMINISTRATION BUILDING"
Project No. 2009-071D-08-04-MSS

1. Request for Proposals Letter, consisting of 1 page.
2. Legal Notice, consisting of 8 pages.
   (Page 8 must be submitted with bid)
3. Exhibit "A" Scope of Work/Specifications consisting of 98 pages.
4. Exhibit "B" Proposal Page consisting of 6 pages.
   (Must be submitted with bid)
5. Exhibit "C" Insurance Requirements, consisting of 4 pages.
   (Must be submitted with bid)
6. Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of 1 page.
   (Must be submitted with bid)
7. Bidder/Vendor Application, consisting of 2 pages.
   (Must be submitted with bid)
8. Tax form W-9 consisting of 4 pages.
   (Must be submitted with bid)
9. Certification Regarding Debarment, consisting of 1 page.
   (Must be submitted with bid)

The above mentioned items shall be found in the Request for Proposal packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank You,

Moises Salazar, Buyer II

REQUEST FOR PROPOSAL

HIDALGO COUNTY
"ASBESTOS ABATEMENT FOR OLD ADMINISTRATION BUILDING"

RFP NO. 2009-071D-08-04-MSS

DUE DATE:
4:00 PM ON AUGUST 4, 2009

Contact Person:

Moises Salazar, Buyer
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539
956 318-2626 X 4863

Form HCPD-03

LEGAL NOTICE **RFP No: 2009-071D-08-04-MSS**

1. Proposals will be received for **HIDALGO COUNTY –"ASBESTOS ABATEMENT FOR OLD ADMINISTRATION BUILDING"** in accordance with the specifications attached as Exhibit "A" hereto. RFPs should address all specifications set forth. Participants may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall RFP.

2. All RFPs are required ~~sealed~~ with the Participants name and return address clearly typed/printed ~~on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package~~: **RFP NO. 2009-071D-08-04-MSS HIDALGO COUNTY "ASBESTOS ABATEMENT FOR OLD ADMINISTRATION BUILDING"** and ~~in County's Purchasing Department, physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy 281, New Administration Building, Edinburg, Texas,~~ **on or before 4:00 PM, JULY 8, 2009** ~~**FACSIMILES OR LATE ARRIVALS WILL NOT BE ACCEPTED. ANY RFP RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE**~~ **TO RFP. NO. 2009-071D-08-04-MSS.** Hidalgo County reserves the right to refuse and reject any/all RFPs and to waive any/all formalities or technicalities, or to accept the RFP considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: A.) separate and accept, or eliminate any item(s) listed under this RFP that it deems necessary to accommodate budgetary and/or operational requirements; B.) reject any or all RFPs submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFP for approval; and C.) award the RFP to one Participant or to multiple Participants if the County determines it is in its best interest to do so."

4. The Participant shall not substitute items named in the RFP without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award this project to the next-lowest responsible Participant, or to reject all RFPs and re-advertise.

5. For work to be performed at a County owned or operated location, each Participant shall, in its sole discretion, visit the job site before preparing the RFP and thoroughly familiarize himself/herself with existing conditions. Participant should take field dimensions and note all circumstances which affect the dollar amount of the RFP.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of

equipment, Participants are required to include illustrations, specifications, explanation of warranties, and service data with their RFP including catalogue numbers and any necessary references.

7. No RFP may be withdrawn within thirty (30) days from the scheduled time to open RFPs.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after RFP opening.

9. Any interpretations, amendments, corrections or changes to this RFP document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for RFPs. Participants shall acknowledge receipt of all addenda as a part of their RFP.

10. County reserves the right to accept or reject any or all proposals.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of this will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award of project, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Moises Salazar
(956) 318-2626 x 4863

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful Participant
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **HIDALGO COUNTY – "ASBESTOS ABATEMENT FOR OLD ADMINISTRATION BUILDING"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

HIDALGO COUNTY BUILDINGS AND GROUNDS
Attn: Daniel Flores
P.O. BOX 1356
Edinburg, Texas 78539
Ph: (956) 289-7850

17. **Schedule of Events**

Proposal Due Date (4:00 pm)	**August 4 ,2009**
Issuance of Purchase Order	**_____**
Commence Work	**_____, 2009**

18. RFP or Performance Bond; Payment under Contract/Purchase Order:

- If the contract/purchase order proposed is for the construction of public works or is for a contract exceeding $100,000, all Participants shall furnish a good and sufficient RFP bond in the amount of five percent of the total contract price. A RFP bond must be executed with a surety company authorized to do business in Texas.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a RFP, and prior to commencement of the actual work, the Participant shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the proposed contract/purchase order is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract/purchase order is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. **ETHICAL STANDARDS:**

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. **Disclosure of Conflict of Interest**

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If during the life of any contract or RFP awarded, the successful Participant's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. RFPs, and all goods and services provided there under, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Participants: A prospective Participant must affirmatively demonstrate Participant's responsibility. A prospective Participant, by submitting a RFP, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the RFP;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful Participant will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful Participant's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any purchase order or contract award to a successful Participant will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful Participant; County reserves the right to terminate any contract immediately in the event a successful Participant fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful Participant shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful Participant, or of any agent, employee, subcontractor or supplier of successful Participant in the execution of, or performance under, any contract which may result from RFP award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful Participant shall pay any

judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful Participant's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful Participant.

28. Successful Participant shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Proposals shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful Participant within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful Participant shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

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:	David A. Hanawa
Printed Name:	David A. Hanawa
Title:	President

(Must be submitted with the Proposal)

HIDALGO COUNTY
"ASBESTOS ABATEMENT FOR OLD ADMINISTRATION BUILDING"

REQUEST FOR PROPOSAL

PROPOSAL PAGE:

[redacted]

	08-032609
PROJECT TOTAL AS PER TIPS CONTRACT PRICING:	$98,288.00

A DETAILED BREAKDOWN IS REQUIRED TO BE INCLUDED WITH RESPONSE ON SEPARATE SHEETS SHOWING THE AWARDED

CONFIRMATION.

	Chemical Response & Remediation Contractors, Inc.
ADDRESS:	P.O. Box 2686
	Harlingen, TX 78551
AUTHORIZED SIGNATURE	[signature]
	President
TELEPHONE NUMBER	(956) 365-4252
	(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.

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

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

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					GEN'L AGGREGATE	$
					PRODUCTS - COMP/OP AGG	$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	EXCESS LIABILITY ☐ OCCUR ☐ CLAIMS-MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				WC STATU- ☐ OTHER TORY LIMITS	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

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

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
Hidalgo County Attn: Purchasing Department 2812 S Highway Bus. 281 Edinburg, Texas 78539		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

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, Ir
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 LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR [X] Pollution/Profess [ ] (claims made) GEN'L AGGREGATE LIMIT APPLIES PER [X] POLICY [ ] PRO-JECT [ ] LOC	ECC10100578800 RETRO DATE: 2/23/02	02/23/2009	02/23/2010	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 5,000,000 $ 50,000 $ 5,000 $ 5,000,000 $ 5,000,000 $ 5,000,000
B		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS [X] Broad Pollution	FBCAT0108701	06/11/2009	06/11/2010	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS/UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				[ ] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
		OTHER					

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

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

For Information Only
Insured's Copy

CANCELLATION

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

©ACORD CORPORATION 1988

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

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 LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$
		COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurence)	$
		CLAIMS MADE ☐ OCCUR ☐				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
						GENERAL AGGREGATE	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$
		POLICY ☐ PRO-JECT ☐ LOC ☐					
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		ANY AUTO					
		ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		SCHEDULED AUTOS					
		HIRED AUTOS				BODILY INJURY (Per accident)	$
		NON-OWNED AUTOS					
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		OCCUR ☐ CLAIMS MADE ☐				AGGREGATE	$
							$
		DEDUCTIBLE					$
		RETENTION $					$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	TSF0001140958	01/31/09	01/31/10	X WC STATU-TORY LIMITS ☐ OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B		OTHER 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

CERTIFICATE HOLDER

For Information Only

,

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

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.

David A. Hanawa
Authorized Signature

08/25/09
Date

Chemical Response & Remediation Contractors
Company

P.O. Box 2686
Address

Harlingen, TX 78551
City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

N/A

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

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

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

N/A

Name of Officer

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

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☒ N/A 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 ☒ N/A 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 ☒ N/A No

D. Describe each employment or business relationship with the local government officer named in this section.

N/A

4

Signature of person doing business with the governmental entity

09/25/09

Date

Adopted 06/29/2007

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, David A. Hanawa, being first duly sworn, deposes that:

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

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request 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. Hanawa, President

Subscribed and sworn to before me this 25th day of August 2009.

Caroline Perez

Notary Public

CAROLINE PEREZ
NOTARY PUBLIC
State of Texas
Comm. Exp. 06-26-2011

My commission expires: 06/26/2011, 2009.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name: Chemical Response & Remediation Contractors **Telephone No.** (956) 365-4252

dba Name:

Legal Name: Chemical Response & Remediation Contractors, Inc.

Mailing Address : P.O. Box 2686 **Fax No.** (956) 365-4252

Physical Address: 18635 Primera Rd. Unit 1

City, State, Zip Harlingen, TX 78552 **Tax I.D. No.** 74-2942932

Remit to Address : P.O. Box 2686 **City, State, Zip** Harlingen, TX 78551

E-Mail Address: dhanawa@chemicalresponse.com

Representative(s) Name(s) & Title(s) David A. Hanawa, President, Perry Gonzalez, Operations Manager

Type of Organization (check one): _____ **Individual** _____ **Partnership** _X_ **Corporation** _____ **Non-Profit** _____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify**

State Identification No._____ **(Please attached completed W-9 form with this application)**

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

State of Incorporation: Texas **Date:** 01/19/2000 **Other:**

Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker** _____ **Distributor** _____ **Service Organization** _X_ **Other, Specify** See attach SOQ

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

David A. Hanaw, President, Perry Gonzalez, Operations Manager

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

Small Business: X **Disadvantaged Business (At Least 51% Ownership)**

☐ Less than 125,000 annual gross receipt	☐ Black American	☐ Native American
☐ Less than 250,000 annual gross receipt	☐ Hispanic American	☐ Women
☐ Less than 499,000 annual gross receipt	☐ Asian Pacific American	☐ Other
☐ More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s): 1742942932100 **or are Certificate(s) attached?:** ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?: See attach SOQ

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____ **Entry Date:** _____ **Vendor No.:**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).: 1742942932100 or Are Certificate(s) Attached?: ☐ Yes ☐ No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Chemical Response & Remediation Contractors, Inc.

Business name, if different from above

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

☐ Exempt payee

Address (number, street, and apt. or suite no.)
P.O. Box 2686

Requester's name and address (optional)
Hidalgo County

City, state, and ZIP code
Harlingen, TX 78551

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number
74 2942932

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Caroline Perez Date ▶ 08/25/2009

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

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

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

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

Certification
Regarding Debarment, Suspension and Ineligibility

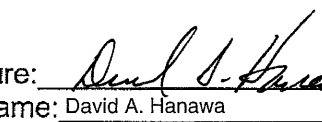
As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

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

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: 
Print Name: David A. Hanawa
Title: President
Telephone Number: (956) 365-4252
Date: _____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

TABLE 1 presents the costs for the asbestos abatement.

TABLE 2 presents the costs for the remediation of the bat guano.

Owner to provide electricity and water.

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**
ASBESTOS ABATEMENT GRAND TOTAL			**$88,318.00**

TABLE 2
Hidalgo County Old Courthouse
Bat Guano Confined Space Entry

DESCRIPTION	UNIT COST	NO. OF UNITS	TOTAL
PERSONNEL			
Rescue Supervisor (per day)	$440.00	1	$440.00
Rescue Technician (per day)	$320.00	4	$1,280.00
EQUIPMENT			$0.00
Super Duty Crew Cab Truck per day plus fuel	$95.00	1	$95.00
Fuel per day	$50.00	1	$50.00
HEPA Filtered Air Scrubbers (per 8 hour shift) each	$50.00	1	$50.00
PPE per worker per day	$25.00	4	$100.00
Confined Space Equipment (per day)	$275.00	1	$275.00
SUBTOTAL PER DAY			$2,290.00
PROJECT LENGTH (working days)			4
PROJECT SUBTOTAL			**$9,160.00**
MATERIALS			
6 mil Poly Sheeting (20'x100') per roll	$90.00	1	$90.00
4 mil Poly Sheeting (10'x100') per roll	$65.00	0	$0.00
Carpet Protector per roll	$80.00	0	$0.00
Spray Adhesive per can	$7.00	0	$0.00
Duct Tape per roll	$7.00	0	$0.00
Mastic Remover (low VOC) per gallon	$10.00	0	$0.00
Buffer Pads each	$14.00	0	$0.00
SUBTOTAL MATERIALS			**$90.00**
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	6	$240.00
SUBTOTAL PER PULL			$720.00
NUMBER OF PULLS			1
SUBTOTAL T&D			**$720.00**
BAT GUANO REMEDIATION GRAND TOTAL			**$9,970.00**

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	Name:	Juan Cadenas
Position:	President	Position:	Sales
Phone:	956-365-4252	Phone:	956-365-4252
Fax :	956-365-4412	Fax :	956-365-4412
Mobile :		Mobile :	
E-Mail:	dhanawa@chemicalresponse.com	E-Mail :	dhanawa@chemicalresponse.com

Purchase Order Requirements:

FAX or MAIL ALL Purchase Orders to:

Address: PO Box 1894
City: Mount Pleasant
State: TX 75456
Zip: 75456
FAX: 866-839-8472

Federal ID Number:

Payment to:

Address: PO Box 2686
City : Harlingen
State: TX
ZIP : 78551

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:

The Interlocal TIPS Purchasing System

Awards

Chemical Response & 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

TIPS/TAPS
Awarded Vendor Memorandum of Agreement

This agreement is by and between **Chemical Response & Remediation** and Region 8 Education Service Center (TIPS/TAPS) for the Vendor Awarded Commodity – **Trades, Temporary Labor and Materials Contract #08-032609** to provide a written understanding of the TIPS/TAPS purchasing procedures. It is the intent of TIPS/TAPS to contract with a reliable, high performance vendor to supply various commodities to government and educational agencies in the State of Texas, Arkansas, Missouri, Oklahoma and other states in the future months. It is the experience of TIPS/TAPS that the following procedures provide TIPS/TAPS, the Vendor, and the participating agency the necessary support to facilitate a mutually beneficial relationship. The specific procedures are as follows:

Promotion of Contract:
It is agreed that the Awarded Vendor will educate and promote the TIPS/TAPS contract with the Awarded Vendor Sales Team.

It is agreed that the Awarded Vendor will encourage all eligible entities to purchase from the TIPS/TAPS Program. Encouraging entities to purchase directly from the Vendor and not through TIPS/TAPS contract is not acceptable to the terms and conditions of the contract and will result in removal of Awarded Vendor from Program. TIPS/TAPS and the Regional ESC partners host TIPS Vendor Fairs throughout the year and participate in various conference in all states. Awarded Vendor is expected to show support at these meetings as requested by TIPS/TAPS. Vendor is expected to use marketing funds for the marketing and promotion of the TIPS/TAPS contract.

Invoices:
Awarded Vendor shall submit invoices direct to the TIPS/TAPS members. Each invoice shall include the TIPS/TAPS member's purchase order number. Shipment tracking number and/or any other pertinent information, for verification of TIPS/TAPS member receipt, shall be made available upon request. The Awarded shall not invoice for partial shipments unless agreed to by the TIPS/TAPS member.

Payment of Invoices:
All TIPS/TAPS members will make payment of invoices directly to Awarded Vendor.

No Sales Clause:
If an Awarded Vendor reports "No Sales" for (2) consecutive quarters, the Awarded Vendor will be put on Probationary Status. If "No Sales" are reported during the Probationary Period, the Awarded Vendor Contract will be subject to termination. TIPS/TAPS reserves the right to cancel any Awarded Contract with a 30 day written notice to Awarded Vendor.

2% Fee:
Awarded Vendor understands that in order to legally use this contract the 2% Fee must be paid to TIPS/TAPS within 30 days of receipt from payment of invoice. If the 2% Fee is not paid, the Awarded Vendor understands they are putting the TIPS/TAPS Member (School district and/or government entity) in violation of the State's Bid Laws. The TIPS/TAPS member would be unaware of this purchasing violation. My signature below, on this legal document, signifies that I understand this requirement is the responsibility of the a-fore mentioned company, as an Awarded Vendor of the TIPS/TAPS Purchasing System. Henceforth by signing this document, the Vendor agrees to accept all responsibility for any violation of bid laws that are a result of not having paid the agreed upon 2% fee which authorizes this Awarded Contract. Awarded Vendor will therefore be responsible for any legal expenses incurred by the TIPS/TAPS Member and/or TIPS/TAPS Administration, should a violation be the direct result of the Awarded Vendor not having paid the 2% Fee as required to complete the contract requirements.

Random Audit:
Awarded Vendors are subject to random audits of sales activity. The TIPS/TAPS office may periodically contact TIPS/TAPS Members to request Awarded Vendor sales transaction information (i.e. purchase orders, purchase authorizations, cancelled checks etc…). If the Awarded Vendor is found in violation of not having reported all TIPS/TAPS Sales, the Awarded Vendor Contract will be subject to termination.

TIPS/TAPS will offer Awarded Vendors two ways of accepting purchase orders and submitting the Sales Commission Report to TIPS/TAPS:

Automated – Vendor would be one that meets the following criteria:

(1) High Volume of Sales Activity
(2) Trusted Vendor (TIPS/TAPS has no reason "not" to trust the vendor)
(3) E-Commerce (Vendor is set up with a website and accepts orders through the website)
(4) All PO's will go directly to Awarded Vendor with TIPS Office receiving only a copy by fax.
(5) Monthly Reporting and Revenue Report (Vendor will provide electronic spreadsheet to accompany monthly commission check to TIPS.)

Regular – Vendor would be one that does not meet Automated criteria:

(1) All PO's are FAXED to the TIPS/TAPS Office then forwarded to the vendor by TIPS usually within 2 hours of receiving from TIPS member.
(2) If a member submits a PO directly to the Awarded Vendor, the Awarded Vendor will instruct the member to follow the purchasing procedure as outlined on the TIPS Website at www.tips-usa.com .
(3) Awarded Vendor will prepare a sales/commission report in form of spreadsheet listing the TIPS Member, State, Region (Texas Members Only), Date, Item, Price, Extended Price, Total Sales and Total Commission along with one check for total 2% due to TIPS either monthly or quarterly.

By virtue of the following signatures, we the undersigned do express understanding and commitment to the provisions of this agreement.

(Please check only one)
I accept the above listed criteria, and designate ___ Automated Contract or ✓ Regular Contract Vendor.

TIPS/TAPS

Harvey Hohenberger Jr.
Harvey Hohenberger Jr.
Executive Director
Region 8 Education Service Center

Date: _____

Chemical Response & Remediation

David A. Hanawa
Awarded Vendor Authorized Signature

David A. Hanawa
Typed Name

dhanawa@chemicalresponse.com
Email Address

(956) 365-4252
Telephone

Date: 04/13/09

RETURN THIS DOCUMENT TO TIPS @ P.O. Box 1894, Mt. Pleasant, Texas 75456

AI-17273 **23.A.5.**

Requesting approval of Invoice 27014.18 & 27014.07 from ROFA for the Construction of Hidalgo Coutny Headstart Kitchen

CC REGULAR

Date:	09/08/2009
Submitted By:	Rocio Villarreal, PURCHASING DEPT.
Submitted For:	Rocio Villarreal
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Hidalgo County

Information

CAPTION

Approval of Request for payment on Invoice No. 27014.18 in the amount of $588.00 and Invoice No. 27014.07 in the amount of $18.00 from Rike Ogden Figueroa Allex Architect, Inc., contracted architect for "Construction of Hidalgo County Headstart Kitchen."

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1336-444-00-220-032-0-7XX

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

BUDGETARY IMPACT:

Available funds in the amount of $1,668.00 in PO #602355 as of 09/03/09. rc

Attachments

Link: Invoices

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/02/2009 01:21 PM	APRV
2	Budget & Management	Erika Zamora	09/02/2009 01:33 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	09/03/2009 04:49 PM	APRV
4	Auditor's Office		09/04/2009 05:31 PM	NEW

Form Started By: Rocio Villarreal Started On: 09/02/2009 11:03 AM

Final Approval Date: 09/04/2009

rofa architects

rike
ogden
figueroa
allex

8/3/2009 **INVOICE NO. 27014.08**

Hidalgo County

Purchase Order # 602355

Hidalgo County Head Start Program - Central Kitchen
(Kitchen Building for Hidalgo County Head Start in Mission, Texas)
BUILDING CONSTRUCTION

Project No. 27014

Building construction A/E fee is $ 49,000

phase	percent of fee	fee	percent complete	A/E fee due	-	less previous invoices	=	balance due
Program & Schematic Design	15%	$ 7,350	100%	$ 7,350	-	$ 7,350	= $	-
Design Development	20%	$ 9,800	100%	$ 9,800	-	$ 9,800	= $	-
Construction Documents	40%	$ 19,600	100%	$ 19,600	-	$ 19,600	= $	-
Bidding	5%	$ 2,450	100%	$ 2,450	-	$ 2,450	= $	-
Construction	20%	$ 9,800	100%	$ 9,800	-	$ 9,212	= $	588
Basic A/E Services Total	100%	$ 49,000	100%	$ 49,000	-	$ 48,412	= $	588
Reimbursable Expenses								
Printing contract documents - five owners' sets no charge				$ 1,535	-	$ 1,535.00	= $	-
L & G Engineering Laboratory				$ 5,259	-	$ 5,259	= $	-
Texas Department of Licensing and Regulation				$ 961	-	$ 961	= $	(0)
Reimbursable Expenses Total				$ 7,754	-	$ 7,755	= $	(0)
Total				$ 56,754	-	$ 56,167	= $	588

Architectural/ Engineering fee balance due = **$ 588**

HIDALGO COUNTY
BUDGET OFFICE
2009 AUG 13 PM 2 46

1007 Walnut Ave. • McAllen, TX 78501 • v:956 686 7771 • f:956 687 3433

rofa
architects

nike
ogden
figueroa
allex

8/3/2009 **INVOICE NO. 27014.07**

Hidalgo County

Purchase Order # 602355

Hidalgo County Head Start Program - Central Kitchen
(Kitchen Building for Hidalgo County Head Start in Mission, Texas)
PARKING LOT

Project No. 27014

Parking lot A/E fee is $ 1,540

phase	percent of fee	fee	percent complete	A/E fee due	-	less previous invoices	=	balance due
Program & Schematic Design	15%	$ 231	100%	$ 231	-	$ 231	=	$ -
Design Development	20%	$ 308	100%	$ 308	-	$ 308	=	$ -
Construction Documents	40%	$ 616	100%	$ 616	-	$ 616	=	$ -
Bidding	5%	$ 77	100%	$ 77	-	$ 77	=	$ -
Construction	20%	$ 308	100%	$ 308	-	$ 290	=	$ 18
Basic A/E Services Total	100%	$ 1,540	100%	$ 1,540	-	$ 1,522	=	$ 18
Reimbursable Expenses								
Printing contract documents - five owners' sets no charge				$ 48	-	$ 48	=	$ 0
L & G Engineering Laboratory				$ 165	-	$ 165	=	$ 0
Texas Department of Licensing and Regulation				$ -	-	$ -	=	$ -
Reimbursable Expenses Total				$ 214	-	$ 213	=	$ -
Total				$ 1,754	-	$ 1,735	=	$ 18

Architectural/ Engineering fee balance due = **$ 18**

AI-17259 **23.A.6.**

Modification-contract #E-9-249-05-26-Ruperto Lee Gonzalez, dba, Lava Concepts & Consutling

CC REGULAR

Date:	09/08/2009
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Hidalgo County

Information

CAPTION

Discussion and action on the following proposed modifications to the current contract between Hidalgo County and Ruperto Lee Gonzalez, dba, Lava Concepts & Consulting as approved Commissioners Court on May 26, 2009, to reflect the following;

a. Deletion of the acknowledgment letter which made reference to same rates; and,
b. Inclusion of the "New ShoreTel Pricing Structure Support Catalog Pricing" effective of July 1, 2009.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 110-415-00-200-002-0-336

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

BUDGETARY IMPACT:

$60,152.02 AVAILABLE FUNDS AS OF 09/03/09. RC

Attachments

Link: New Pricing Structure Catalog Prices

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/02/2009 01:20 PM	APRV
2	Budget & Management	Erika Zamora	09/02/2009 01:33 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	09/03/2009 04:45 PM	APRV
4	Auditor's Office		09/04/2009 05:31 PM	NEW

Form Started By: Vangie Garcia Started On: 09/01/2009 11:28 AM

Final Approval Date: 09/04/2009

From: Renán Ramirez [mailto:renan@co.hidalgo.tx.us]
Sent: Thursday, August 13, 2009 10:27 AM
To: edna.kirby@co.hidalgo.tx.us
Subject: FW: ShoreTel's Support Pricing Change

----- Forwarded Message ----
From: ShoreTel <marketing@shoretel.com>
To: lee@lavaconcepts.com
Sent: Wednesday, May 13, 2009 10:01:31 PM
Subject: ShoreTel's Support Pricing Change

If you are having trouble reading this email, read the online version.
Please do not reply to this email.

ShoreTel®

May 11, 2009

Dear Partners,

As a follow-up to our January communication regarding upcoming support pricing changes, we have created a new support pricing structure which will go into effect on July 1, 2009*.

This is an important and comprehensive change to the pricing structure, so please read this letter and the accompanying FAQ document (Link) in their entirety.

We are all committed to the highest level of world-class customer satisfaction. In order to enable us to continue to invest aggressively in customer support and also to maintain strong support margins for ShoreTel and our partners, we are instituting this price adjustment.

Under our new pricing structure, all support pricing, whether Partner Support or Enterprise Support will be at a flat rate. Please note: ShoreWare Call Quality Monitor (CQM) will NOT be included in any new customer or renewing support agreements. Below, is a summary of the changes, and the attached FAQ document provides further detail.

Pricing change overview:

- Flat pricing structure
- Global approach
- Based on ShoreTel customer list price
- Support must contain at least hardware and software; no software-only contracts (unless grandfathered prior to April 1, 2009)
- Support pricing for phones is extended beyond five years
- Multiyear contract discounts still apply:10% for 3-year contracts; 15% for 5-year contracts

Enterprise Support on full support (hardware, software and phones) will be 11.5% of the customer list price for all components (20% standard partner discount).

Partner Support will be based on a set of controllable metrics, and rolled out in two phases. These metrics are based on CSAT scores and ShoreTel Technical Assistance Center (TAC) utilization; so partners have the opportunity to affect their price by managing and resolving issues before bringing them to ShoreTel.

- Full Partner Support (hardware, software and phones) will either be at 4%, 4.5% or 5% of customer list price for all components, based on your average TAC utilization and CSAT scores for a specific period
- Phase one will place all Certified and Certified Orange partners at 4%, the best pricing level
- During phase two the Partner Support price will be determined by TAC utilization and CSAT scores

Again, please read the accompanying FAQ document for more details and if you have any questions please contact your Client Services Manager.

Sincerely,

Walter Weisner
Vice President - Global Services

* Please note that ShoreTel reserves the right to modify these service offerings at any time.

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Manage your email subscriptions
Lee Gonzalez, Lava Concepts and Consulting is receiving this email at lee@lavaconcepts.com because you have provided your e-mail address to ShoreTel. View our Privacy Policy.

960 Stewart Drive
Sunnyvale, CA 94085 USA
(408) 331-3300

ShoreTel ShoreCare Enterprise Support Quote

Printed: 7/30/2009

Quote expires on 9/30/2009

Account: Hidalgo County Courthouse
100 N. Closner Blvd.
Edinburg, TX 78539
Main Phone: (956) 292-7010
Main Fax: (956) 318-2152
Renewal ID: 1-8DAJY-13734
Exchange Rate: 1.000

Partner: Lava Concepts and Consulting, 51073
135 Paseo Del Prado
Edinburg, TX 78539
Main Phone: (956) 684-9559
Main Fax: (877) 793-5282

Account Contacts:

	Contact Name:	Title:	Phone:	Fax:	Email:
*	Juan De Leon	Network Administrator	(956) 292-7010 - 6004	(926) 292-7096	juan@co.hidalgo.tx.us
*	Eli Gracia	Telecom Mgr	(956) 292-7010	(956) 318-2152	eli.gracia@co.hidalgo.tx.us
*	Renán Ramirez-Canto	Chief Information Officer	(956) 292-7010 - 6011	(956) 318-2152	renan@co.hidalgo.tx.us
*	Stan Ramos	Tech III	(956) 292-7010	(956) 318-2152	stan.ramos@co.hidalgo.tx.us

* - *Denotes Authorized Contact*

Current Agreement and Entitlements:

Agreement: **Enterprise (1 Yr)**

CRC 7x24	Unlimited Access
Hardware Maintenance	Unlimited Access
Software Updates	Unlimited Access

ShoreTel Product Profile:

Qty		Serial Number:	Shipped:	Status:	Unit Cost:	PO# (if available)	Support Terms & Pricing: 1 Yr Amt
Additional Site License							
28	Additional Site License		10/22/08	Covered	0.00	51073-853	0.00
Total Additional Site License Purchased: **28**						Support for PRODUCTION items:	0.00
Distributed Voice Services Licence							
2	Distributed Voice Services Licence		7/12/06	Covered	995.00	1688	228.85
4	Distributed Voice Services Licence		10/17/05	Covered	995.00	1411 - release#3	457.70
Total Distributed Voice Services Licence Purchased: **6**						Support for PRODUCTION items:	685.55
ShoreGear 50 Switch							
1	ShoreGear 50 Switch	S50J08330CC806	10/22/08	Covered	1,995.00	51073-853	229.43
1	ShoreGear 50 Switch	S50J08330CC807	10/22/08	Covered	1,995.00	51073-853	229.43
1	ShoreGear 50 Switch	S50J08330CC808	10/22/08	Covered	1,995.00	51073-853	229.43
1	ShoreGear 50 Switch	S50J08330CC80A	10/22/08	Covered	1,995.00	51073-853	229.43
1	ShoreGear 50 Switch	S50J08330CC813	10/22/08	Covered	1,995.00	51073-853	229.43
1	ShoreGear 50 Switch	S50J08330CC816	10/22/08	Covered	1,995.00	51073-853	229.43
1	ShoreGear 50 Switch	S50J08330CC81A	10/22/08	Covered	1,995.00	51073-853	229.43

ShoreTel ShoreCare Enterprise Support Quote

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100 N. Closner Blvd.
Edinburg, TX 78539
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Main Fax: (956) 318-2152
Renewal ID: 1-8DAJY-13734
Exchange Rate: 1.000

Partner: Lava Concepts and Consulting, 51073
135 Paseo Del Prado
Edinburg, TX 78539
Main Phone: (956) 684-9559
Main Fax: (877) 793-5282

1	ShoreGear 50 Switch	S50J08330CC81C	10/22/08	Covered	1,995.00	51073-853	229.43
1	ShoreGear 50 Switch	S50J08330CC81D	10/22/08	Covered	1,995.00	51073-853	229.43
1	ShoreGear 50 Switch	S50J08330CC81E	10/22/08	Covered	1,995.00	51073-853	229.43
1	ShoreGear 50 Switch	S50J08330CC81F	10/22/08	Covered	1,995.00	51073-853	229.43
1	ShoreGear 50 Switch	S50J08330CC821	10/22/08	Covered	1,995.00	51073-853	229.43
1	ShoreGear 50 Switch	S50J08330CC822	10/22/08	Covered	1,995.00	51073-853	229.43
1	ShoreGear 50 Switch	S50J08330CC828	10/22/08	Covered	1,995.00	51073-853	229.43
1	ShoreGear 50 Switch	S50J08330CC82A	10/22/08	Covered	1,995.00	51073-853	229.43
1	ShoreGear 50 Switch	S50J08330CC84D	10/22/08	Covered	1,995.00	51073-853	229.43
1	ShoreGear 50 Switch	S50J08330CC85A	10/22/08	Covered	1,995.00	51073-853	229.43
1	ShoreGear 50 Switch	S50J08330CC867	10/22/08	Covered	1,995.00	51073-853	229.43
1	ShoreGear 50 Switch	S50J08330CC86C	10/22/08	Covered	1,995.00	51073-853	229.43
1	ShoreGear 50 Switch	S50J08360CCCBF	10/22/08	Covered	1,995.00	51073-853	229.43
1	ShoreGear 50 Switch	S50J08330CC7E6	10/22/08	Covered	1,995.00	51073-853	229.43
1	ShoreGear 50 Switch	S50J08330CC7E7	10/22/08	Covered	1,995.00	51073-853	229.43
1	ShoreGear 50 Switch	S50J08330CC7F1	10/22/08	Covered	1,995.00	51073-853	229.43
1	ShoreGear 50 Switch	S50J08330CC7F2	10/22/08	Covered	1,995.00	51073-853	229.43
1	ShoreGear 50 Switch	S50J08330CC7F4	10/22/08	Covered	1,995.00	51073-853	229.43
1	ShoreGear 50 Switch	S50J08330CC7F7	10/22/08	Covered	1,995.00	51073-853	229.43
1	ShoreGear 50 Switch	S50J08330CC7FC	10/22/08	Covered	1,995.00	51073-853	229.43
1	ShoreGear 50 Switch	S50J08330CC804	10/22/08	Covered	1,995.00	51073-853	229.43

Total ShoreGear 50 Switch Purchased: **28**

Support for PRODUCTION items: 6423.90

ShoreGear 60/12 Switch

1	ShoreGear 60/12 Switch	12CM0426003AA0	8/5/04	Covered	2,995.00	040307 - Courthouse 1	344.43
1	ShoreGear 60/12 Switch	12CM0429003D2E	8/5/04	Covered	2,995.00	040307 - Courthouse 1	344.43
1	ShoreGear 60/12 Switch	12CM0442004806	12/20/04	Covered	2,995.00	040413 - JP Morales	344.43
1	ShoreGear 60/12 Switch	12CM043600416E	9/30/04	Covered	2,995.00	040354 - Constable Pct1	344.43
1	ShoreGear 60/12 Switch	12CM043600417E	9/30/04	Covered	2,995.00	040346 - County Electior	344.43

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Main Fax: (877) 793-5282

1	ShoreGear 60/12 Switch	12CM0436004174	9/30/04	Covered	2,995.00	040356 - JP L Garza	344.43
1	ShoreGear 60/12 Switch	12JC05400202A3	10/17/05	Covered	2,995.00	1411 - release#3	344.43
1	ShoreGear 60/12 Switch	12JC05400202A7	10/17/05	Covered	2,995.00	1411 - release#3	344.43
1	ShoreGear 60/12 Switch	12CM0510005B26	5/31/05	Covered	2,995.00	1411	344.43
1	ShoreGear 60/12 Switch	12CM0510005B36	5/31/05	Covered	2,995.00	1411	344.43

Total ShoreGear 60/12 Switch Purchased: **10**

Support for PRODUCTION items: 3444.25

ShoreGear-24 Switch

1	ShoreGear-24 Switch	24CM051400604A	5/31/05	Covered	4,995.00	1411	574.43
1	ShoreGear-24 Switch	24CM0514006052	5/31/05	Covered	4,995.00	1411	574.43
1	ShoreGear-24 Switch	24JC05420205FD	12/12/05	Covered	4,995.00	1540	574.43
1	ShoreGear-24 Switch	24JC0547020E13	12/12/05	Covered	4,995.00	1540	574.43
1	ShoreGear-24 Switch	24CM0448004BE8	12/20/04	Covered	4,995.00	040414 - Budget Office	574.43
1	ShoreGear-24 Switch	24JC062103BC50	7/12/06	Covered	4,995.00	1688	574.43
1	ShoreGear-24 Switch	24JC062103BC54	7/12/06	Covered	4,995.00	1688	574.43
1	ShoreGear-24 Switch	24JC062103BCBE	7/12/06	Covered	4,995.00	1688	574.43
1	ShoreGear-24 Switch	24CM051700621C	10/17/05	Covered	4,995.00	1411 - release#3	574.43
1	ShoreGear-24 Switch	24CM052100647A	10/17/05	Covered	4,995.00	1411 - release#3	574.43
1	ShoreGear-24 Switch	24CM0521006482	10/17/05	Covered	4,995.00	1411 - release#3	574.43
1	ShoreGear-24 Switch	24CM0521006486	10/17/05	Covered	4,995.00	1411 - release#3	574.43
1	ShoreGear-24 Switch	24CM0521006488	10/17/05	Covered	4,995.00	1411 - release#3	574.43
1	ShoreGear-24 Switch	24CM052100648E	10/17/05	Covered	4,995.00	1411 - release#3	574.43
1	ShoreGear-24 Switch	24CM0521006490	10/17/05	Covered	4,995.00	1411 - release#3	574.43
1	ShoreGear-24 Switch	24CM0521006494	10/17/05	Covered	4,995.00	1411 - release#3	574.43
1	ShoreGear-24 Switch	24CM05210064D8	10/17/05	Covered	4,995.00	1411 - release#3	574.43
1	ShoreGear-24 Switch	24CM05210064DA	10/17/05	Covered	4,995.00	1411 - release#3	574.43
1	ShoreGear-24 Switch	24CM05210064E0	10/17/05	Covered	4,995.00	1411 - release#3	574.43
1	ShoreGear-24 Switch	24JC08470E6106	2/26/09	Covered	4,995.00	51073-221905	574.43
1	ShoreGear-24 Switch	24CM0429003CB8	9/30/04	Covered	4,995.00	040346 - County Electior	574.43
1	ShoreGear-24 Switch	24CM425003A2A	8/5/04	Covered	4,995.00	040307 - Courthouse 1	574.43

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1	ShoreGear-24 Switch	24CM425003850	8/5/04	Covered	4,995.00	040307 - Courthouse 1	574.43
1	ShoreGear-24 Switch	24CM425003A02	8/5/04	Covered	4,995.00	040307 - Courthouse 1	574.43

Total ShoreGear-24 Switch Purchased: **24**

Support for PRODUCTION items: 13786.20

ShoreGear-40 Switch

1	ShoreGear-40 Switch	08CM043900434A	9/24/04	Covered	1,995.00	040341	229.43
1	ShoreGear-40 Switch	08CM043900438A	9/30/04	Covered	1,995.00	040357 - JP Contreras	229.43
1	ShoreGear-40 Switch	08JC053401F6FF	10/17/05	Covered	1,995.00	1411 - release#3	229.43
1	ShoreGear-40 Switch	08JC061803B636	7/12/06	Covered	1,995.00	1688	229.43
1	ShoreGear-40 Switch	08JC061803B666	7/12/06	Covered	1,995.00	1688	229.43
1	ShoreGear-40 Switch	08JC061803B66C	7/12/06	Covered	1,995.00	1688	229.43
1	ShoreGear-40 Switch	08CM05090058BE	5/31/05	Covered	1,995.00	1411	229.43
1	ShoreGear-40 Switch	08CM051800629C	5/31/05	Covered	1,995.00	1411	229.43
1	ShoreGear-40 Switch	08JC0650057C9F	12/27/06	Covered	1,995.00	50274-1872	229.43

Total ShoreGear-40 Switch Purchased: **9**

Support for PRODUCTION items: 2064.83

ShoreGear-T1 Switch

1	ShoreGear-T1 Switch	T1JC061003A866	7/7/06	Covered	3,495.00	1689	401.93
1	ShoreGear-T1 Switch	T1CM04380042CE	9/29/04	Covered	3,995.00	Purchased RMA	401.93
1	ShoreGear-T1 Switch	T1CJ053201F649	10/7/05	Covered	3,995.00		401.93
1	ShoreGear-T1 Switch	T1JC053401F79F	10/17/05	Covered	3,995.00	1411 - release#3	401.93
1	ShoreGear-T1 Switch	T1JC053401F7B7	10/17/05	Covered	3,995.00	1411 - release#3	401.93
1	ShoreGear-T1 Switch	T1JC053401F7E1	10/17/05	Covered	3,995.00	1411 - release#3	401.93
1	ShoreGear-T1 Switch	T1CM04380041F4	9/30/04	Covered	3,995.00	040346 - County Electior	401.93
1	ShoreGear-T1 Switch	T1CM0429003C6E	8/5/04	Covered	3,995.00	040307 - Courthouse 1	401.93
1	ShoreGear-T1 Switch	T1CM0249003C62	8/5/04	Covered	3,995.00	040307 - Courthouse 1	401.93
1	ShoreGear-T1 Switch	T1JC08210CB5DF	10/22/08	Covered	3,495.00	51073-853	401.93
1	ShoreGear-T1 Switch	T1JC08210CB629	10/22/08	Covered	3,495.00	51073-853	401.93
1	ShoreGear-T1 Switch	T1JC08210CB66D	10/22/08	Covered	3,495.00	51073-853	401.93

Total ShoreGear-T1 Switch Purchased: **12**

Support for PRODUCTION items: 4823.16

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ShorePhone 560

10	ShorePhone 560	9/30/04	Not Covered	429.00	040348 - JP Saenz	0.00
6	ShorePhone 560	8/20/04	Not Covered	429.00	040323 - 93rd Court Dist	0.00
15	ShorePhone 560	9/30/04	Not Covered	429.00	040346 - County Electior	0.00
6	ShorePhone 560	9/24/04	Not Covered	429.00	040341 - JP Trevino Swi	0.00
3	ShorePhone 560	11/17/04	Not Covered	429.00	040353 - Constable Pct1	0.00
5	ShorePhone 560	11/17/04	Not Covered	429.00	040358 - JP Jackson	0.00
2	ShorePhone 560	10/8/04	Not Covered	429.00	040351 - Constable Pct3	0.00
5	ShorePhone 560	1/26/05	Not Covered	429.00	040452 - Master Court #	0.00
29	ShorePhone 560	1/26/05	Not Covered	429.00	040451 - 370th Dist Cou	0.00
5	ShorePhone 560	1/26/05	Not Covered	429.00	040450 - 389th Dist Cou	0.00
4	ShorePhone 560	11/17/04	Not Covered	429.00	040352 - Constable Pct3	0.00
3	ShorePhone 560	12/17/04	Not Covered	429.00	040411 - Info Tech Dept	0.00
10	ShorePhone 560	11/29/04	Not Covered	429.00	040394 - Drainage Dept	0.00
4	ShorePhone 560	11/29/04	Not Covered	429.00	040386 - Planning & Zor	0.00
55	ShorePhone 560	8/5/04	Not Covered	429.00	040307 - Courthouse 1	0.00
5	ShorePhone 560	11/17/04	Not Covered	429.00	040359 - JP Espinosa	0.00
42	ShorePhone 560	1/26/05	Not Covered	429.00	040449 - IP Tel	0.00
25	ShorePhone 560	7/7/06	Not Covered	349.00	1689	0.00
200	ShorePhone 560	5/31/05	Not Covered	429.00	1411	0.00
23	ShorePhone 560	10/8/04	Not Covered	429.00	040351	0.00
1	ShorePhone 560	9/30/04	Not Covered	429.00	040354 - Constable Pct1	0.00
5	ShorePhone 560	9/30/04	Not Covered	429.00	040355 - JP Ochoa	0.00
5	ShorePhone 560	9/30/04	Not Covered	429.00	040356 - JP L Garza	0.00
3	ShorePhone 560	9/30/04	Not Covered	429.00	040357 - JP Contreras	0.00
11	ShorePhone 560	12/20/04	Not Covered	429.00	040414 - Budget Office	0.00
1	ShorePhone 560	12/20/04	Not Covered	429.00	040413 - JP Morales	0.00
5	ShorePhone 560	12/20/04	Not Covered	429.00	040412 - 370th Distric C	0.00
7	ShorePhone 560	2/28/05	Not Covered	429.00	040496 - Tax Assessor	0.00

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5	ShorePhone 560	1/26/05	Not Covered	429.00	040453 - 206th Dist Cou	0.00
4	ShorePhone 560	12/20/04	Not Covered	429.00	040416 - Tax Assess/ C	0.00
44	ShorePhone 560	12/20/04	Not Covered	429.00	040415 - County Clerk	0.00
Total ShorePhone 560 Purchased: **548**					Support for PRODUCTION items:	0.00
Shorephone BB24						
1	Shorephone BB24	6/3/09	Not Covered	299.00	51073-221-801	0.00
12	Shorephone BB24	11/7/05	Not Covered	349.00	1522	0.00
Total Shorephone BB24 Purchased: **13**					Support for PRODUCTION items:	0.00
Shorephone IP110						
12	Shorephone IP110	11/7/05	Not Covered	149.00	1522	0.00
Total Shorephone IP110 Purchased: **12**					Support for PRODUCTION items:	0.00
Shorephone IP230 Black						
100	Shorephone IP230 Black	3/8/09	Not Covered	259.00	51073-221-909	0.00
180	Shorephone IP230 Black	10/22/08	Not Covered	259.00	51073-853	0.00
Total Shorephone IP230 Black Purchased: **280**					Support for PRODUCTION items:	0.00
Shorephone IP560 Black						
100	Shorephone IP560 Black	4/16/07	Not Covered	349.00	1411	0.00
100	Shorephone IP560 Black	7/12/06	Not Covered	349.00	1688	0.00
7	Shorephone IP560 Black	9/11/06	Not Covered	349.00		0.00
3	Shorephone IP560 Black	10/30/06	Not Covered	329.00		0.00
500	Shorephone IP560 Black	10/17/05	Not Covered	429.00	1411 - release#3	0.00
9	Shorephone IP560 Black	12/27/06	Not Covered	329.00	50274-1872	0.00
Total Shorephone IP560 Black Purchased: **719**					Support for PRODUCTION items:	0.00
Shorephone IP560 Silver						
25	Shorephone IP560 Silver	10/23/07	Not Covered	349.00	50728-1227	0.00
Total Shorephone IP560 Silver Purchased: **25**					Support for PRODUCTION items:	0.00

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ShoreWare Client: Operator Call Manager

10	ShoreWare Client: Operator Call Manage	7/12/06	Covered	595.00	1688	684.25

Total ShoreWare Client: Operator Call Manager Purchased: **10**

Support for PRODUCTION items: 684.25

ShoreWare Client: Supervisor Call Manager

80	ShoreWare Client: Supervisor Call Mana	10/17/05	Covered	795.00	1411 - release#3	7314.00

Total ShoreWare Client: Supervisor Call Manager Purchased: **80**

Support for PRODUCTION items: 7314.00

ShoreWare Extension & Mailbox Client

55	ShoreWare Extension & Mailbox Client	8/5/04	Covered	200.00	040307 - Courthouse 1	1265.00
500	ShoreWare Extension & Mailbox Client	10/17/05	Covered	200.00	1411 - release#3	11500.00
25	ShoreWare Extension & Mailbox Client	10/23/07	Covered	200.00	50728-1227	575.00
100	ShoreWare Extension & Mailbox Client	7/12/06	Covered	200.00	1688	2300.00
100	ShoreWare Extension & Mailbox Client	4/16/07	Covered	200.00	1411	2300.00
6	ShoreWare Extension & Mailbox Client	1/26/05	Covered	200.00	040453 - 206th Dist Cou	138.00
7	ShoreWare Extension & Mailbox Client	2/28/05	Covered	200.00	040496 - Tax Assessor	161.00
200	ShoreWare Extension & Mailbox Client	5/31/05	Covered	200.00	1411	4600.00
25	ShoreWare Extension & Mailbox Client	7/7/06	Covered	200.00	1689	575.00
28	ShoreWare Extension & Mailbox Client	5/31/05	Covered	200.00	1411	644.00
9	ShoreWare Extension & Mailbox Client	12/27/06	Covered	200.00	50274-1872	207.00
42	ShoreWare Extension & Mailbox Client	1/26/05	Covered	200.00	040449 - IP Tel	966.00
12	ShoreWare Extension & Mailbox Client	10/7/05	Covered	200.00		276.00
1	ShoreWare Extension & Mailbox Client	12/20/04	Covered	200.00	040413 - JP Morales	23.00
11	ShoreWare Extension & Mailbox Client	12/20/04	Covered	200.00	040414 - Budget Office	253.00
44	ShoreWare Extension & Mailbox Client	12/20/04	Covered	200.00	040415 - County Clerk	1012.00
4	ShoreWare Extension & Mailbox Client	11/29/04	Covered	200.00	040386 - Planning & Zor	92.00
3	ShoreWare Extension & Mailbox Client	12/17/04	Covered	200.00	040411 - Info Tech Dept	69.00
5	ShoreWare Extension & Mailbox Client	12/20/04	Covered	200.00	040412 - 370th Distric C	115.00
4	ShoreWare Extension & Mailbox Client	11/17/04	Covered	200.00	040352 - Constable Pct3	92.00
1	ShoreWare Extension & Mailbox Client	9/30/04	Covered	200.00	040354 - Constable Pct1	23.00

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6	ShoreWare Extension & Mailbox Client	1/26/05	Covered	200.00	040452 - Master Court #	138.00
29	ShoreWare Extension & Mailbox Client	1/26/05	Covered	200.00	040451 - 370th Dist Cou	667.00
7	ShoreWare Extension & Mailbox Client	1/26/05	Covered	200.00	040450 - 389th Dist Cou	161.00
10	ShoreWare Extension & Mailbox Client	11/29/04	Covered	200.00	040394 - Drainage Dept	230.00
4	ShoreWare Extension & Mailbox Client	12/20/04	Covered	200.00	040416 - Tax Assess/ C	92.00
5	ShoreWare Extension & Mailbox Client	9/30/04	Covered	200.00	040355 - JP Ochoa	115.00
3	ShoreWare Extension & Mailbox Client	9/30/04	Covered	200.00	040357 - JP Contreras	69.00
5	ShoreWare Extension & Mailbox Client	11/17/04	Covered	200.00	040359 - JP Espinosa	115.00
5	ShoreWare Extension & Mailbox Client	9/30/04	Covered	200.00	040356 - JP L Garza	115.00
6	ShoreWare Extension & Mailbox Client	9/24/04	Covered	200.00	040341 - JP Trevino Swi	138.00
10	ShoreWare Extension & Mailbox Client	9/27/04	Covered	200.00	040530 - County Electior	230.00
15	ShoreWare Extension & Mailbox Client	9/30/04	Covered	200.00	040346 - County Electior	345.00
6	ShoreWare Extension & Mailbox Client	8/20/04	Covered	200.00	040323 - 93rd Court Dist	138.00
28	ShoreWare Extension & Mailbox Client	10/22/08	Covered	200.00	51073-853	644.00
Total ShoreWare Extension & Mailbox Client Purchased: **1,321**					Support for PRODUCTION items:	30383.00

ShoreWare Extension Only Client

152	ShoreWare Extension Only Client	10/22/08	Covered	140.00	51073-853	2447.20
18	ShoreWare Extension Only Client	12/12/05	Covered	140.00	1540	289.80
1	ShoreWare Extension Only Client	2/28/05	Covered	140.00	040496 - Tax Assessor	16.10
100	ShoreWare Extension Only Client	10/17/05	Covered	140.00	1411 - release#3	1610.00
Total ShoreWare Extension Only Client Purchased: **271**					Support for PRODUCTION items:	4363.10

ShoreWare Server Software

1	ShoreWare Server Software	10/7/05	Covered	0.00		0.00
1	ShoreWare Server Software	8/5/04	Covered	0.00	040307 - Courthouse 1	0.00
Total ShoreWare Server Software Purchased: **2**					Support for PRODUCTION items:	0.00

ShoreWare SoftPhone

30	ShoreWare SoftPhone	8/5/04	Covered	150.00	040307 - Courthouse 1	517.50
Total ShoreWare SoftPhone Purchased: **30**						

ShoreTel ShoreCare Enterprise Support Quote

Printed: 7/30/2009

Quote expires on 9/30/2009

Account: Hidalgo County Courthouse
100 N. Closner Blvd.
Edinburg, TX 78539
Main Phone: (956) 292-7010
Main Fax: (956) 318-2152
Renewal ID: 1-8DAJY-13734
Exchange Rate: 1.000

Partner: Lava Concepts and Consulting, 51073
135 Paseo Del Prado
Edinburg, TX 78539
Main Phone: (956) 684-9559
Main Fax: (877) 793-5282

Support for PRODUCTION items:	517.50	
Subtotal for ShoreCare Enterprise:	$74,489.74	
Lava Concepts Discount to Hidalgo:		$7,448.97
Plus ShoreCare Reinstatement Fee*:		
Amount to Renew PRODUCTION equipment:	$67,040.77	
* - ShoreTel charges a 20% surcharge on year 1 support fees for all reinstated ShoreCare agreements, or for agreements renewed after their expiration date.	1 Yr Amt	

Please Note: By law, ShoreTel is required to charge Sales Tax on all support contracts. This is because software updates are provided by ShoreTel, Inc. as part of the annual support agreement. The software updates portion of the ShoreCare support agreement does not contain VSOE (eg fair market value for that portion) and cannot be broken out separately, and therefore by law, ShoreTel must collect sales tax on the entire support amount. All appropriate State, County, and City taxes will be applied at the time of invoicing.

ShoreTel ShoreCare Enterprise Support Quote

Printed: 7/30/2009

Quote expires on 9/30/2009

Account: Hidalgo County Courthouse
100 N. Closner Blvd.
Edinburg, TX 78539
Main Phone: (956) 292-7010
Main Fax: (956) 318-2152
Renewal ID: 1-8DAJY-13734
Exchange Rate: 1.000

Partner: Lava Concepts and Consulting, 51073
135 Paseo Del Prado
Edinburg, TX 78539
Main Phone: (956) 684-9559
Main Fax: (877) 793-5282

Contract Admin Comments: ***Enterprise Support ~ No Phones***

Please accept this signed ShoreCare Service Profile Quote as my purchase order for:
(Please check the appropriate term)

ShoreCare - One Year Term for $74489.74
10/1/2009 through *9/30/2010*

I have reviewed the attached ShoreTel System configuration and understand that only the products and equipment shown on the configuration list with the status of "Covered" will be supported by ShoreTel, Inc. and that equipment noted with a status of "Not Covered" will not be covered under a ShoreCare Service Agreement. I understand that by renewing my ShoreCare Enterprise Agreement I am agreeing to the ShoreCare Enterprise Support Agreement Addendum attached. Support quotes are based on the software and hardware configurations provided by the Partner. The Partner is solely responsible for the accuracy of the configuration and the collection of support fees from Partner's customers. Support quotes are final upon receipt by ShoreTel of a copy executed by the Partner. ShoreTel will not provide a refund or credit for an executed support quote if the configuration was inaccurate or Partner was unable to collect the applicable support fees from its Customer.

PO Number to reference for billing purposes: _____

Signature _____ Date

Print Name _____

ShoreTel ShoreCare Enterprise Support Quote

Quote expires on 9/30/2009

Account: Hidalgo County Courthouse
100 N. Closner Blvd.
Edinburg, TX 78539
Main Phone: (956) 292-7010
Main Fax: (956) 318-2152
Renewal ID: 1-8DAJY-13734
Exchange Rate: 1.000

Partner: Lava Concepts and Consulting, 51073
135 Paseo Del Prado
Edinburg, TX 78539
Main Phone: (956) 684-9559
Main Fax: (877) 793-5282

ShoreCare Enterprise Service Consists of:

ShoreCare Feature	Enterprise Program Provides
Technical Assistance Center (TAC)	
▪ Hours of Service	7 x 24
▪ After Hours	1 hour response
▪ Authorized Contacts	Up to Four Contacts may be designated
ShoreCare Web Access	
▪ Access the ShoreCare Web Center	Yes
▪ Case Management	Yes
▪ Knowledgebase	Yes
QuickStart Education Services	
Web-based End-user Training	Yes
✧ Number of Students	16
Web-based System Administrator Training	Yes
✧ Number of Students	8
Software Subscription Services	
▪ Software Updates	Yes
▪ Published Patches and Fixes	Yes
ShoreGear Switch Hardware Maintenance Services	
▪ Extended Warranty	Yes
▪ Advanced Exchange	Yes
▪ Delivery Method	Next Business Day Delivery
ShorePhone IP Telephone Hardware Maintenance Services	
▪ Extended Warranty	Yes
▪ Advanced Exchange	Yes
▪ Delivery Method [1,2]	Ground Delivery
	[1] Additional fee applicable for expedited handling
	[2] Requestor responsible for shipping charges for shipping method other than ground

AI-17326 **23.A.7.**

Amendment-Contract-C-08-111A-10-14 -Paving Improv... (Parking lot north of Courthouse)

CC REGULAR

Date:	09/08/2009
Submitted By:	Moises Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Hidalgo County

Information

CAPTION

Acceptance and approval of an "Amendment" to the current service contract between Hidalgo County and Jimmy Closner and Sons Construction Co., Inc. for "Paving Improvements (Curb-Gutter-Sidewalks-Green Areas) at 201-217 N. Closner, Edinburg, TX" to reflect a correction to General Conditions, Section 44 -Retainage. (Contract No. C-08-111A-10-14).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1336-419-40-220-028-0-739

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

BUDGETARY IMPACT:

Amount available for PO #614188 for Jimmy Closner & Sons Contructions Co. as of 9-4-09 $29.985.50.

Avaiable acct balance as of 9-4-09 $160,271.57.

Attachments

Link: Jimmy Closner Agreement Letter

Link: Amendment to Construction Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/04/2009 03:10 PM	APRV
2	Budget & Management	Erika Zamora	09/04/2009 03:11 PM	APRV
3	Ivan Cantu	Ivan Cantu	09/04/2009 03:48 PM	APRV
4	Auditor's Office		09/04/2009 05:31 PM	NEW

Form Started By: Moises Salazar Started On: 09/03/2009 03:59 PM

Final Approval Date: 09/04/2009

JIMMY CLOSNER & SONS CONSTRUCTION Co., INC.
P.O. BOX 170
MERCEDES, TX 78570
TEL (956) 565-2688 * FAX (956) 565-0347

September 3, 2009

Martha L Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 S Business HWY 281
Edinburg, TX 78539

RE: Paving Improvements (Curb-Gutter-Sidewalks-Green Areas) @ 201-217 N Closner
Edinburg, TX 78539
Contract C-08-111A-10-14

Martha,

This letter is to notify you that Jimmy Closner & Sons Construction Company is in agreement to use the 5% retainage in lieu of the 10% that is stated in the contract. If you shall have any questions, please feel free to contact our office.

Thank you,

Jaime Closner

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AMENDMENT TO
CONSTRUCTION CONTRACT
C-08-111A-10-14

This **AMENDMENT** to the **CONTRACT** between **JIMMY CLOSNER & SONS CONSTRUCTION CO., INC.,** (the "Contractor") and **HIDALGO COUNTY** (the "County"), is made between the Contractor and the County, effective the **8th** day of **September, 2009** (the "Amendment"), as follows:

WHEREAS, Contractor and County entered into a Contract dated October 14, 2008, in which the Contractor agreed to provide services for: **Paving Improvements (Curb-Gutter-Sidewalks-Green Areas) at 201-217 North Closner, Edinburg, Texas** located within **Hidalgo County Precinct 4** (the "Contract");

WHEREAS, the parties desire to amend the Contract as hereinafter provided.

NOW THEREFORE, for and in consideration of the amendment to the Contract and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Contractor and County hereby agree to the following amendment to the Contract:

1. **Sec. 44** of the General Conditions of the Contract for Engineering/Architectural Construction of the Contract is hereby deleted in it's entirety and the following is inserted in lieu thereof;

   Sec. 44 - RETAINAGE. Contracts equaling a total amount of $400,000.00 or over will bear a retainage of five (5) percent (%) on each partial disbursement. Contracts totaling less than $400,000.00 will bear a retainage of five (5) percent (%) on each partial disbursement.

2. Except as modified herein, all terms and conditions of the Contract, as amended, will remain in full force and effect. Contractor and County ratify and confirm the terms and provisions of the Contract as amended.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

HIDALGO COUNTY

_____
Juan D. Salinas III, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Jimmy Closner & Sons Construction, Co., Inc.

_____
Print Name: _____
Title: _____

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

_____
Stephen L. Crain, Attorney

AI-17352 **23.A.8.**

Request-Limit Increase-Home Depot Commercial Account
CC REGULAR

Date:	09/08/2009
Submitted By:	Ovidio Gonzalez, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Pursuant to the newly adopted Commercial Account Use Policy, discussion, consideration, and action on a request by Daniel Flores, Building Maintenance Manager, Facilities Management Department to increase the Home Depot Commercial Account limit from $5,000.00 to $10,000.00 inasmuch as current projects require expansion of the limit from the current limit.

BACKGROUND

Please see attached documents.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-419-40-220-001-0-679

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

BUDGETARY IMPACT:

Available acct balance as of 9-4-09 $6,711.54.

Attachments

Link: Request for Increase

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/04/2009 04:29 PM	APRV
2	Budget & Management	Erika Zamora	09/04/2009 04:31 PM	APRV
3	Ivan Cantu	Ivan Cantu	09/04/2009 04:38 PM	APRV
4	Auditor's Office		09/04/2009 05:31 PM	NEW

Form Started By: Ovidio Gonzalez — Started On: 09/04/2009 03:50 PM

Final Approval Date: 09/04/2009

Ovidio Gonzalez

From: Daniel Flores [daniel.flores@co.hidalgo.tx.us]
Sent: Wednesday, September 02, 2009 11:38 AM
To: 'Ovidio Gonzalez'
Cc: valde.guerra@co.hidalgo.tx.us
Subject: Home Depot Account

Please take this e-mail as a formal request to increase the Home Depot account from $5000.00 to $15,000.00 because we are in the process of wanting to purchase bathroom partitions and the quoted amount comes in at about $5800.00 for La Mansion project. We are also inquiring about partitions for the third floor (Old Admin.) bathrooms and it's double the size of La mansion project.

Respectfully Submitted
Daniel Flores

AI-17311 **23.B.1.**

Pct. 1-Interlocal Agreement between South Texas ISD and Hidalgo County
CC REGULAR

Date:	09/08/2009
Submitted By:	Letty Saenz, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Prct. 1

Information

CAPTION

Requesting approval to enter into an Interlocal Agreement with South Texas ISD and Hidalgo County to facilitate the public resurfacing of Mercedes complex walking trail and improve such facility for the recreational use of the public on the School's campus-with work commensing 09/08/2009 and expiring 09/07/2010 or upon completion of the walking trail.

BACKGROUND

Interlocal Agreement (reviewed and approved by Legal Counsel)
Memo

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1201-431-00-121-005-0-673/346

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

BUDGETARY IMPACT:

Object codes 673 and 346 have $106,481.21 and $31,810.54, respectively available as of 9/3/09.

Hidalgo County, through Pct. # 1, will provide the equipment and personnel necessary to complete the improvements as described in agreement and on an as needed basis and will bill South Texas ISD accordingly as expenses are incurred.

Attachments

Link: Pct. 1 & STISD Interlocal Agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/03/2009 01:47 PM	APRV
2	Budget & Management	Erika Zamora	09/03/2009 02:03 PM	APRV
3	Erika Zamora	Erika Zamora	09/03/2009 04:25 PM	APRV
4	Ivan Cantu	Ivan Cantu	09/04/2009 07:57 AM	APRV
5	Auditor's Office	Angela Garcia	09/04/2009 10:11 AM	APRV
6	Ivan Cantu	Ivan Cantu	09/04/2009 11:33 AM	APRV
7	Linda Fong	Linda Fong	09/04/2009 01:58 PM	APRV

Form Started By: Letty Saenz

Started On: 09/03/2009 11:19 AM

Final Approval Date: 09/04/2009

RESOLUTION NO. _____

STATE OF TEXAS
COUNTY OF HIDALGO

INTERLOCAL COOPERATION AGREEMENT
BETWEEN HIDALGO COUNTY AND
SOUTH TEXAS INDEPENDENT SCHOOL DISTRICT

THIS Agreement is made on this the **8th** day of **September**, **2009** by and between **HIDALGO COUNTY, TEXAS**, hereinafter referred to as "County," and **SOUTH TEXAS INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as "School," pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

W I T N E S S E T H :

WHEREAS, County is a county created in Texas;

WHEREAS, School is an Independent School District located in Texas;

WHEREAS, School, pursuant to its statutory and constitutional authority, is responsible for maintaining the walking trail located on the School's campus in Mercedes, Texas, which is open to the public at the School's discretion; and

WHEREAS, the School and the County, through Precinct No. 1, desire to facilitate the public use of such walking trail and improve such facility for the recreational use of the public on the School's campus.

NOW, THEREFORE, School and County, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. The School shall contract to obtain engineering design for the improvements and shall be responsible for supervision of all phases of the design of the improvements.

2. The School shall be responsible for any and all engineering necessary for the improvements, including, but not limited to, any third party contracts for engineering services.

3. County, through Precinct No. 1, shall provide materials owned by County at current market prices to the School for the furtherance of the work on an as needed basis. The County shall make materials available to School only so long as such materials are readily available and not infringing or delaying any existing County projects in which the materials may be needed. County shall be solely responsible for determining the current rate for materials and School agrees to reimburse County for such costs within thirty (30) days of receipt of an invoice from County.

4. County, through Precinct No. 1, shall provide the equipment and personnel necessary to complete the improvements as described herein on an as needed basis. The County shall make equipment and personnel available to School only so long as such equipment and personnel are readily available and not infringing on delaying any existing County projects in which the equipment and personnel may be needed.

5. School agrees to reimburse County at County's cost for the use of the equipment and personnel on an hourly basis as described in Exhibit "A" and School further agrees to make such payments to the County within thirty (30) days of receipt of an invoice from County.

6. The parties agree that all other costs associated with the walking trail improvements shall be the responsibility of the School and not the County.

7. The term of this Agreement shall be for one (1) year or until completion of the walking trail improvement.

8. Either party may terminate this Agreement with or without cause upon thirty (30) days written notice to the other.

9. The costs described in Exhibit "A" are subject to change at any time when costs change to the County at which time the School may either accept or reject the new pricing. If the School rejects the new pricing proposed by the County for Exhibit "A," this Agreement shall terminate effective immediately.

10. **Conflict with Applicable Law**. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of 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 provisions 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.

11. **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 thereof.

12. **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 the School and County and not otherwise.

13. **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.

14. **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 School: South Texas Independent School District
Dr. Marla M. Guerra, Superintendent
100 Med High Drive
Mercedes, Texas 78570

If to County: Hidalgo County
Attn: Juan D. Salinas, III, County Judge
100 East Cano, 2nd Floor/P.O. Box 758
Edinburg, Texas 78540-0758

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above and 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.

15. **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 the Agreement.

16. **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.

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

18. **Headings**. The headings and captions contained in this Agreement are solely for convenience and reference and shall not be deemed to affect the meaning or interpretation of any provisions of paragraphs hereof.

19. **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.

20. **Authority of Execute**. The execution and performance of this Agreement by the School and the County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of School and County in accordance with its terms.

21. **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.

22. **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 are, however, to use its best efforts to secure funds necessary for continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. Section 271.903.

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

SOUTH TEXAS INDEPENDENT SCHOOL DISTRICT

By: _____
Marla M. Guerra, Ed.D., Superintendent

HIDALGO COUNTY

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

ATTEST:

By: _____
Arturo Guajardo, Jr., County Clerk

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

By: _____
Stephen L. Crain, Attorney

Exhibit "A"

Reimbursement Rates for Usage Of County Equipment & Labor

County Equipment

1. Smooth Drum Vibratory	$47.02/Hr.
2. Double Drum Vibratory	$56.00/Hr.
3. 2001 Nine Wheel Pneumatic Roller	$30.18/Hr.
4. Water Truck	$21.83/Hr.
5. Motorgrader	$69.97/Hr.
6. Back-hoe Loader	$27.74/Hr.
7. Dump Truck	$44.44/Hr.
8. 18 Wheel Transport	$31.75/Hr.
9. Paver	$140.48/Hr.
10. Double Drum Steel Roller	$33.83/Hr.

County Labor

1. Paving Supervisor	$16.77/Hr.
2. Heavy Equipment Operator I	$15.04/Hr.
3. Heavy Equipment Operator II	$13.98/Hr.
4. Heavy Equipment Operator III	$17.41/Hr.
5. Truck Driver I	$11.34/Hr.
6. Truck Driver II	$10.08/Hr.
7. Maintenance I	$10.69/Hr.
8. Maintenance II	$12.87/Hr.
9. Maintenance III	$15.04/Hr.
10. Safety Coordinator	$16.77/Hr.

County Material

1. MS-1 Emulsion Asphalt	$2.40/Gallon
2. Flexible Base Material Type D, Grade 6	$2.50/Per Ton
3. Evoluer 4-4	$17.35/Gallon
4. Mosquito Briquets	$54.50/Case (5/20 Ct)

(Con't Exhibit "A")

County Service

30 yd Roll-Off Container for Trash

Miles and Diesel Rates	$36.15
To Deliver Hauling Rental	$79.09 two day rental
Driver for 3 hr.	$30.24 for taking and picking-up container
Disposal Fees $29.82 per ton	$89.46 @ three tons average
	$234.94 Total

30 yd Roll-Off Container for Tires

Miles and Diesel Rates	$36.15
To Deliver Hauling Rental	$79.09 two day rental
Driver for 3 hr.	$30.24 for taking and picking up container
Disposal Fee	$275.00 average of tire that fit in the container is 275
	$420.48 Total

30 yd Roll-Off Container for Construction

Miles and Diesel Rates	$36.15
To Deliver Hauling Rental	$79.09 two day rental
Driver for 3 hr.	$30.24 for taking and picking-up container
Disposal Fees $29.83 per ton	$149.10 @ five tons average
	$294.58 Total

Water Pumps

1. 2" with hoses	$51.30/daily rate
2. 3" with hoses	$62.70/daily rate
3. 4" with hoses	$104.88/daily rate

AI-17315 **23.B.2.**

Amendment-Contract No. C-09-329-08-11-Leo L. Rodriguez dba Rodriguez Engineering

CC REGULAR

Date:	09/08/2009
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Prct. 1

Information

CAPTION

Recommending approval of an **AMENDMENT** to Contract No. C-09-329-08-11-with Leo L. Rodriguez dba Rodriguez Engineering for the provision of Professional Surveying Services for "The New Air Burner Site Property" project within Precinct No.1.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-432-00-121-001-0-719

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

BUDGETARY IMPACT:

Amount available for PO #627661 $5,500.00 as of 9-4-09 for Rodriguez Engineering. Available acct balance as of 9-4-09 $23,750.00.

Attachments

Link: Original Contract

Link: Amended Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/04/2009 02:58 PM	APRV
2	Budget & Management	Erika Zamora	09/04/2009 03:07 PM	APRV
3	Erika Zamora	Erika Zamora	09/04/2009 04:27 PM	APRV
4	Ivan Cantu	Ivan Cantu	09/04/2009 04:33 PM	APRV
5	Auditor's Office		09/04/2009 05:31 PM	NEW

Form Started By: Vangie Garcia — Started On: 09/03/2009 12:24 PM

Final Approval Date: 09/04/2009

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES CONTRACT
C-09-329-08-11

THIS AGREEMENT is made effective the 11TH day of **August, 2009**, by and between the **COUNTY OF HIDALGO, TEXAS**, ("County") and **Leo L. Rodriguez, Jr. dba Rodriguez Engineering,** a Sole Proprietor ("Surveyor")

W I T N E S S E T H:

WHEREAS, the County requires Surveying services for **"The New Air Burner Site Property"** located within **HIDALGO COUNTY PRECINCT NO. 1**; and

WHEREAS, County has determined that the services of Professional Surveyor are sometimes necessary to carry out the required Surveying activities; and

WHEREAS, pursuant to Texas Government Code Section 2254.002, "The Professional Services Procurement Act", Government Code, the County requested proposals from Professional Surveyor to assist the County by providing Surveying services; and

WHEREAS, the County has selected the Surveyor to provide surveying services within Hidalgo County Precinct No. 1, in Request for Qualifications (RFQ) Procurement Packet and through its procured approved pool of Surveyors.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Surveyor do mutually agree as follows:

1. **Scope of Services.** Surveyor agrees to provide to County the services shown in Exhibit "A" attached hereto and entitled "Services" to be Provided by the Surveyor. Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

2. **Term.** This Contract becomes effective when fully executed by both parties and

will terminate one (1) year from the date of execution or unless sooner terminated as provided herein. The Surveyor will not begin work or incur costs until authorized in writing by the County for each work order.

3. **Method of Payment.** Payments to the **Surveyor** 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 **Paragraph** 4 herein. For each **Work Authorization**, the **Surveyor** shall prepare and submit to the **County** 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 **Surveyor** 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 **Surveyor** shall submit to the **County** 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 **County** shall review each such **Request for Payment** and may make such exceptions as the **County** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the **County** meets approving such payment, the **County** shall make payment to the **Surveyor** in the

amount approved as aforesaid subject to **Paragraph 4** herein and below.

If the **Project**, or any portion(s) thereof, are deleted or otherwise not completed, compensation to the **Surveyor** by the **County** for the **Project** or such portions of the project shall be only the amounts paid the **Surveyor** for actual work performed in accordance with the **Work Authorization**(s) approved by the **County.**

Final Payment. After final completion of the work and acceptance thereof by the **County** the **Surveyor** shall submit a final request for payment ("**Final Request for Payment**") which shall set forth all amounts due and remaining unpaid to the **Surveyor** and upon approval thereof by the **County**, the **County** shall pay to the **Surveyor** the amount due ("**Final Payment**") under such **Final Request for Payment** in accordance with the provisions of **Paragraph 4** hereof. The **Final Payment** shall not be made until the **Surveyor** delivers to the **County** an affidavit that so far as the **Surveyor** has knowledge or information any and all amounts due for materials and services over which the **Surveyor** has control have been paid.

Qualification on Obligations to Pay. Any provision hereof to the contrary notwithstanding, the **County** shall not be obligated to make any payment (whether a payment under **Paragraph 4** hereof or **Final Payment**) to the **Surveyor** hereunder if any one or more of the following conditions precedent exist:

(1) The **Surveyor** 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 **Surveyor'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 **Surveyor's** services which were performed in accordance with this Agreement.

(3) The **Surveyor** has failed to make payments promptly to consultants or other third parties used in connection with the **Project** for which the **County** has made payment to the **Surveyor**;

(4) If the **County,** in good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Surveyor's** services in accordance with this Agreement, no additional payments will be due the **Surveyor** hereunder unless and until the **Surveyor,** at its sole cost, performs a sufficient portion of the **Surveyor's** services so that such portion of the compensation then remaining unpaid is determined by the **County** to be sufficient to so complete the **Surveyor's** services.

No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the **Surveyor's** services to which such partial payment related or relieves the **Surveyor** of any of its obligations hereunder with respect thereto.

The **Surveyor** shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the **Surveyor's** services.

Waiver. The making of the **Final Payment** shall constitute a waiver of all claims by the **County** except those arising from (1) faulty or defective services of the **Surveyor** appearing after completion of the **Project.** (2) failure of the **Surveyor** 's services to comply with the requirements of this Agreement or any contracts or Agreements related to the **Project**, or (3) terms of any special warranties required by this Agreement

or provided at law or in equity. The acceptance of **Final Payment** shall constitute a waiver of all claims by the **Surveyor** except those previously made in writing and identified by the **Surveyor** as unsettled at the time of the **Final Request for Payment.**

4. **Work Authorization.** After execution of this Agreement, the **Surveyor** shall proceed with the work outlined under Article 2 hereof, only as authorized by the **County** through an agreed **Work Authorization** document in the form identified in EXHIBIT "D"- ***Work Authorization Form***, attached hereto and made a part of this Agreement. The **Surveyor** will identify, as approved by the **County,** the needed services for the **Project,** as required through the course of the development to the **Project.** The **County** shall authorize the **Surveyor** to perform one or more of the agreed tasks identified in EXHIBIT "A", attached hereto, in the form of individual work authorizations. Upon authorization from the **County,** the **Surveyor** 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 **County** and the **Surveyor.** 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 "B", attached hereto. The **Work Authorizations** shall not waive the **County's** and the **Surveyor's** responsibilities and obligations established in this Agreement.

The estimated cost proposal for each **Work Authorization,** developed by the **Surveyor** and approved by the **County** shall be used by the **County** 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 **Surveyor** shall submit the **Project's** deliverables as specified in the executed **Work Authorization** to the **County** for review and acceptance.

Work included in a **Work Authorization** shall not begin until the **County** and the **Surveyor** 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 **Surveyor** and the **County.** The **Surveyor** shall promptly notify the **County** of any event that will affect completion of the **Work Authorization.** All **Work Authorizations** must be executed and completed by both the **Surveyor** and the **County** within the period established for this Agreement.

The final acceptance by the **County** of each **Work Authorization** for the **Project** shall serve as evidence of completion, on the part of the **Surveyor** of all services under this Agreement insofar as they pertain to that portion of work on the **Project** identified in the applicable work authorization

5. Compensation. As consideration for rendering the Services provided for in this Contract, the County agrees to pay the Surveyor the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Surveyor. The Surveyor is authorized to submit periodic requests for payment within thirty days after completion of each Work Authorization. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County

shall submit a requisition for payment of said services in the customary manner provided for payments utilized by Hidalgo County, Texas. Surveyor agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Contract and to keep adequate books and records of all such receipts and/or expenditures. All payments to Surveyor shall be mailed to the address shown in numbered paragraph 21, hereof.

6. **Inspection of Work**. The County has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Surveyor, or a subcontractor, the Surveyor shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

7. **Amendments**. If it becomes necessary at any time during the contract period to change the scope of work, the contract period, the maximum amount payable, the complexity, or the character of this contract, an amendment must be prepared and executed within the contract period. The County retains the right to reject any such amendment proposed by the Surveyor unless the County finds the proposed amendment necessary to complete the work authorized herein. Any such amendments be made in writing agreed to by all parties hereto and duly executed before the end of the contract period as specified.

If the County finds it necessary to require changes in completed work because of errors made by the Surveyor, the County shall require the Surveyor to correct the work at no cost to the County and without amendment to the Work Authorization or the Contract. If the changes are made at the request of the County and are not due to errors of the Surveyor, the County will reimburse the Surveyor for the additional work at the same rate of pay established in Exhibit "B", "Basis for Payment." If payment for the additional work will cause the maximum amount payable to be exceeded, an amendment shall be executed in accordance with the terms of this provision.

8. **Reporting**. The Surveyor shall promptly advise the County in writing of events which have a significant impact upon the contract, including:

1. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any County or, if Federal funds are involved, Federal assistance needed to resolve the situation.

2. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.

9. **Ownership of Documents.** Upon completion or termination of this contract, all documents prepared by the Surveyor or furnished to the Surveyor by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this contract shall be made available, upon request, to the County without restriction or limitation on their further use. The Surveyor may, at its own expense, have copies made of the documents or any other data furnished the County under this contract.

10. **Independent Contractor.** Surveyor must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the services provided by Surveyor under this Contract. Notwithstanding the foregoing sentence, Surveyor represents and maintains that it is an independent contractor and is not an employee of Hidalgo County, Texas, or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Surveyor agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

11. **Voluntary Termination.** Surveyor and County agree that either party may terminate this Contract at any time for any reason or no reason at all upon the giving of thirty (30) days prior written notice to the other party.

12. Insurance. Surveyor agrees to provide liability insurance covering its activities in providing the services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, ' 100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish department a certificate of insurance, Exhibit AC@, issued by the insurer that such insurance is in full force and effect.

13. No Assignment. Except as otherwise herein provided. Surveyor may not assign the obligations or rights under this contract to any person without the prior written consent of the County.

14. Conflict. Nothing in this Contract shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Contract and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Contract shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

15. Termination by County. If Surveyor fails to deliver quality service, fails to achieve the defined goals, outcomes, strategies and outputs set by County, or if Surveyor fails to comply with any conditions in this Contract, then County shall have the right to terminate this Contract upon the giving of ten (10) days prior written notice to Surveyor.

16. No Waiver. No waiver by County of any breach of any provision of this Contract shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

17. Entire Agreement. This Contract contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by County and Surveyor, and not otherwise.

18. Venue. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

19. Hold Harmless. In the event Surveyor should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Surveyor shall hold harmless and indemnify County from any and all obligations, liabilities, causes of action, lawsuits, damages, and assessments, including legal fees, etc., that result from the Surveyor's intentional actions or negligence. This indemnification clause shall survive this Contract and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

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

21. Notices. Except as may be otherwise specifically provided in this Contract, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall 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 County:	County of Hidalgo Attention: County Judge 100 E. Cano, 2nd Floor Edinburg, Texas 78539
If to Surveyor:	Leo L. Rodriguez, Jr. dba Rodriguez Engineering 5602 E. Iowa

Edinburg, Texas 78540

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

22. Execution of 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 Contract including the **Work Authorization Form** attached hereto as **Exhibit "D"**.

23. Binding Contract. This Contract 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 contract.

24. Gender. All pronouns used in this Contract shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

25. Authority. The execution and performance of this Contract by County and Surveyor have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes the valid and enforceable obligations of County and Surveyor in accordance with its terms.

EXECUTED as of the day and year first written above.

APPROVED BY COMMISSIONER'S COURT ON: 8/11/09

APPROVED AS TO FORM:
Atlas & Hall, LLP

By: _____
Stephen L. Crain

COUNTY OF HIDALGO, TEXAS

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

SURVEYOR:
Leo L. Rodriguez, Jr. dba
Rodriguez Engineering

By: _____

Printed Name: Leo L. Rodriguez

Title: Pres

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

EXHIBIT "A"

-Services to be Provided by Surveyor

SCOPE OF SERVICES

Preliminary Phase

- Meet with Precinct 1 and visit site with
- Cheek flood map information

Survey

- Locate adjacent property corners and any property corners
- Tie property corners
- Input field information into computer and complete survey

WORK SCHEDULE

- Work schedule will start upon completion of contract and upon the Precinct permission to start
- Work will start at 8:00 a.m. and work until 5:00 p.m. Monday thru Friday

EXHIBIT "B"

-Fee Schedule

FEE SCHEDULE

- Survey fee for the new Air burner site consisting of surveying three different Parcels

Parcel No. 1: Manuel Chavey Property 2.5 acres	$1,500.00
Parcel No. 2: Greg Salinas Property 2.5 acres	$1,500.00
Parcel No. 3: Manuel Melendez Property 5.0 acres	$2,500.00
Total:	$5,500.00

• Preliminary Phase	25%	$1,375.00
• Completion of survey	75%	$4,125.00
	100%	$5,500.00

EXHIBIT "C"

-Insurance Requirements

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY): 08/03/09

PRODUCER: South Side Insurance
P.O. Box 1526
McAllen, TX 78505
Phone (956)664-2246 Fax (956)664-2279

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: LEO L. RODRIGUEZ, JR
DBA RODRIGUEZ ENGINEERING
5602 E. IOWA
EDINBURG, TX 78540

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: HARTFORD LLOYDS INS CO	
INSURER B: LANDMARK AMERICAN INS CO	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	☐	**GENERAL LIABILITY** ☑ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☑ OCCUR ☐ _____ ☐ _____ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC	61SBMRR4037DX-1	06/26/09	06/26/10	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	1000000 100000 5000 1000000 2000000 1000000
	☐	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON OWNED AUTOS ☐ _____ ☐				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	
	☐	**GARAGE LIABILITY** ☐ ANY AUTO ☐				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	
	☐	**EXCESS/UMBRELLA LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE AGGREGATE	
A		**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER / MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	61WECNV8909-1	06/26/09	06/26/10	☑ WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	1000000
B		**OTHER** PROFESSIONAL LIABILITY	LHR719319	08/03/09	08/03/10	E & O	1000000

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

CERTIFICATE HOLDER

COUNTY OF HIDALGO
2802 S BUS HWY 281
EDINBURG, TX 78539

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

EXHIBIT "D"

-Work Authorization Form

HIDALGO COUNTY

Professional Surveying Services

Contract No. _____

Work Authorization Form

WORK AUTHORIZATION NO. __

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of the Service Contract made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, "**Firm's Name**", professional Surveyor of _____, Texas, hereinafter called "**Surveyor**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Surveyor** to provide_____.

The scope of services to be provided by the **Surveyor** is identified in ***EXHIBIT "A"*** - ***Scope of Services to be Provided by the Surveyor*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is _____.This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "B"**.

PART 3. PAYMENT

Compensation and payment to the Surveyor for the services established under this Work Authorization shall be made in accordance with Article/Part/Section _____ of the Agreement.

PART 4. FUNDING

This Work Authorization No.__ shall 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 project.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by the Hidalgo County Right of Way Department as to content and detail of this Work Authorization No. __.

HIDALGO COUNTY PRECINCT NO. _____

BY: _____
Hidalgo County Commissioner

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of _____ day of _____, 2009.

THE SURVEYOR:
(NAME OF FIRM)

_____

THE OWNER:
HIDALGO COUNTY

_____
Juan D. Salinas, III, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" – Service to be Provided by the Surveyor
ATTACHMENT "B" – Payment/ Fee Schedule
ATTACHMENT "C" – Insurance Requirements provided by Surveyor
ATTACHMENT "D" – Work Authorization Form

RODRIGUEZ ENGINEERING CONSULTING ENGINEER/SURVEYOR

Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539

Ref: Survey Services

Dear Ms. Garcia

Please accept this letter in response to your letter to me dated August 3, 2009 regarding the New Air Burner site property in Precinct No. 1.

I have reviewed our proposed fee and have concluded that I cannot reduce our proposed fees due to the difficulty of the survey. I therefore have to remain with our original total fee of $5,500.00,

If you are in agreement with our fee, we stand ready to commence work upon your approval.

Should you have any questions, please contact me at 956-491-1013.

Sincerely,

Leo L. Rodriguez, PE/RPLS

AI-16848 **22.B.1.**

Surveying Services-"New Air Burner Site Property"Pct. #1
CC REGULAR

Date: 08/11/2009
Submitted By: Vangie Garcia, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** Prct. 1

Information

CAPTION

Acceptance and approval of final contract document including "Best And Final Offer" with Leo L. Rodriguez, Jr., dba Rodriguez Engineering (authorized for negotiations by CC on 07/21/09) for the provision of "Professional Surveying Services" for "The New Air Burner Site Property" project located adjacent to Sunrise Hill Site in Precinct No.1.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 1336-431-00-121-041-0-731
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance as of 8-7-09 $13,039.28.

Best and Final Offer with Leo L. Rodriguez, Jr. dba Rodriguez Engineering for "The New Air Burner Site Property" project is $5,500.00.

Attachments

Link: BAFO LETTER
Link: CONTRACT DOCUMENTATION

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/06/2009 12:15 PM	APRV
2	Budget & Management	Erika Zamora	08/06/2009 02:09 PM	APRV
3	Erika Zamora	Erika Zamora	08/07/2009 04:18 PM	APRV
4	Auditor's Office		08/07/2009 05:22 PM	NEW

Form Started By: Vangie Garcia Started On: 08/05/2009 05:16 PM
Final Approval Date: 08/07/2009

STATE OF TEXAS '
'
COUNTY OF HIDALGO '

AMENDMENT TO PROFESSIONAL SERVICE CONTRACT BETWEEN HIDALGO COUNTY, TEXAS AND LEO L. RODRIGUEZ, JR., d/b/a RODRIGUEZ ENGINEERING

This AMENDMENT TO THE PROFESSIONAL SERVICE CONTRACT (C-09-329-08-11) dated August 11, 2009 BY AND BETWEEN **HIDALGO COUNTY, TEXAS** ("County") and **LEO L. RODRIGUEZ, JR., d/b/a RODRIGUEZ ENGINEERING** (the "COMPANY") is entered into between the parties effective this _____ day of _____ 2009.

WHEREAS, Company and County entered into a one (1) year Contract dated August 11, 2009 in which the Company agreed to provide professional surveying services within Hidalgo County Precinct 1.

WHEREAS, the County inadvertently included work authorization payment provisions in the Contract and desires to correct same.

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Company hereby agree to the following amendments to the Contract.

1. Paragraph numbered 3 of the Contract is deleted in its entirety and the following paragraph is inserted in lieu thereof:

> 3. Qualification on Obligations to Pay. Any provision hereof to the contrary notwithstanding, the County shall not be obligated to make any payment (whether a partial payment or final payment) to the Surveyor hereunder if any one or more of the following conditions precedent exist:
>
> (1) The Surveyor 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 Surveyor'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 Surveyor's services which were performed in accordance with this Agreement.
>
> (3) The Surveyor has failed to make payments promptly to consultants or other third parties used in connection with the

Project for which the County has made payment to the Surveyor;

(4) If the County, in good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the Surveyor's services in accordance with this Agreement, no additional payments will be due the Surveyor hereunder unless and until the Surveyor, as its sole cost, performs a sufficient portion of the Surveyor's services to that such portion of the compensation then remaining unpaid is determined by the County to be sufficient to so complete the Surveyor's services.

No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the Surveyor's services to which such partial payment related or relieves the Surveyor of any of its obligations hereunder with respect thereto.

The Surveyor shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the Surveyor's services.

The making of the final payment shall constitute a waiver of all claims by the County except those arising from (1) faulty or defective services of the Surveyor appearing after completion of the Project. (2) failure of the Surveyor's services to comply with the requirements of this Agreement or any contracts or Agreements related to the Project, or (3) terms of any special warranties required by this agreement or provided at law or in equity. The acceptance of final payment shall constitute a waiver of all claims by the Surveyor except those previously made in writing and identified by the Surveyor as unsettled at the time of the final request for payment.

2. Paragraph numbered 4 of the Contract is deleted in its entirety.

3. The second sentence of numbered paragraph 5 shall be deleted in its entirety and the following substituted in lieu thereof:

The Surveyor is authorized to submit periodic requests for payment.

4. Exhibit “D” to the Contract is deleted in its entirety.

5. Except as modified herein, all terms and conditions of the Contract, as amended, remain in full force and effect and Company and County ratify and confirm the terms and provisions of the Contract as amended.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

LEO L. RODRIGUEZ, JR., d/b/a RODRIGUEZ ENGINEERING

_____
Leo L. Rodriguez, Jr.

HIDALGO COUNTY

_____
Juan de Dios (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

AI-17330 **23.B.3.**

Engagement of Professional Consulting Services-Human Resources
CC REGULAR

Date:	09/08/2009
Submitted By:	Marty Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Prct. 1

Information

CAPTION

a. Requesting exemption from competitive bidding requirements under Texas Local Government Code, Chapter 262.024, Section .024 (a)(4), a professional service in connection with completion of the HR related initiative commenced by Pct. 1 last year;

b. Requesting engagement and approval of a professional consulting services contract with Dr. Lori Ochoa, PhD., PHR for the provision of professional consulting services in connection with the implementation of a Human Resources Department for Precinct #1.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1201-431-00-121-004-0-339

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

BUDGETARY IMPACT:

Funds pending line item transfer Agenda Item 17346 in the amount of $25,000.00 CC 9/8/09.

Attachments

Link: Draft Agreement Document

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	09/04/2009 04:42 PM	APRV
2	Budget & Management	Erika Zamora	09/04/2009 05:03 PM	APRV
3	Erika Zamora	Erika Zamora	09/04/2009 05:09 PM	APRV
4	Ivan Cantu	Ivan Cantu	09/04/2009 05:15 PM	APRV
5	Auditor's Office		09/04/2009 05:31 PM	NEW

Form Started By: Marty Salazar Started On: 09/04/2009 10:30 AM

Final Approval Date: 09/04/2009

DRAFT

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-09-

THIS CONTRACT is made and entered in this **8th** day of September, **2009** by and between the COUNTY OF HIDALGO, TEXAS ("County"), and Dr. Maria L. Ochoa, Ed. D., PHR, a Texas Sole Proprietor ("Company").

WHEREAS, Company has offered to perform certain services for Hidalgo County as more particularly prescribed on Exhibit "A" which is attached hereto and incorporated herein by reference (the "Service"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services, the Commissioners Court of County desires to award a contract to Company to perform the Services.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services at the offices of Hidalgo County. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3.This Contract shall be effective upon approval unless otherwise specified by Precinct No.1 .

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, of which may be required by any authority during the term hereof to provide the Services.

5. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

6. Company shall provide, to the extend it deems necessary, insurance in force on all

DRAFT

persons connected with providing services under this Contract naming County as an additional insured, and shall furnish to County certificates of such insurance coverage.

7. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act of failure to act by the Company, its agents or employees.

8. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

9. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

10. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County:
The County of Hidalgo
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539

If to Company:
Dr. Maria L. Ochoa, PHR
2204 North H Street
McAllen, Texas 78501

11. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

12. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

13. The contract may be terminated without cause upon thirty (30) days written notice.

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

DRAFT

15. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this _____day of 2009.

COUNTY OF HIDALGO

By:_____
Juan D. Salinas III, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

COMPANY:

_____

Approved on Commissioners' Court:_____

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

By:_____
Stephen L. Crain

EXHIBIT "A"
SCOPE OF SERVICES

Proposal for Precinct One-Hidalgo County

Scope of Service

1. Develop an approved HR Departmental Vision and Mission Statement.

2. Develop an approved HR Departmental Action Plan with Short-term Goals and Long-Term Goals.

3. Develop an approved individualized Professional Development Plan for HR Manager and others who have HR responsibilities.

4. Create personnel files for each employee to reflect updated information such as:

    a) Completed employment application with documentation of education, reference checks and required signatures.

    b) Signed Employee Forms such as:

        i) Employee Handbook Acknowledgment, Confidentiality Forms, Code of Ethics, HIPPA forms for all supervisors, individual development plans (IDP) ,OSHA/Disaster and Safety Plans, Appraisal forms reflecting next appraisal dates, job title with job description, salary history, background release, random drug testing release, emergency contact information etc.

5. Provide Training to HR Manager and supervisors on protocols.

6. Develop HR Departmental Protocols in the following areas:

    a) Recruitment (i.e. requirements for advertising print media or electronic

    b) Selection of staff (i.e. criteria for each position and interview evaluation form

    c) Requirement for Promotions

d) Due Process (i.e. verbal, written, suspension, termination forms)

e) Exit Interview protocol and form

f) Protocol for absenteeism (Employee responsibilities and supervisor responsibilities)

g) Protocol for communication with Commissioner, Chief of Staff, employees, media, and County HR Manager

7. Develop/Order list of required federal and state posters that must be displayed throughout Precinct One.

8. Develop protocol to collect EEO data and other federally-required data (i.e. OSHA) for Precinct One.

9. Develop training program for all employees to communicate updated federal and state laws as well as County and Precinct One protocols (i.e. FMLA, Harassment, Employee Handbook etc)

10. Develop HR Budget and incorporate plan to purchase or develop HRIS (Human Resource Information System) for appraisals and collection of employee data.

11. Develop Affirmative Action Plan

12. Compile quantitative data to determine turnover rate and ROI on HR Department efficacy.

13. Analyze employee pay structure within Precinct One, as well as job descriptions to determine equity and potential redundancy.

14. Design and Distribute Quarterly Precinct Newsletter (hard-copy and electronic copy) to employees to reflect Precinct One goals, activities, and organizational and individual accomplishments.

15. Communicate, Coordinate and Collaborate with County-wide Department Heads to ensure a proper and seamless infusion of protocols that can serve as a model infrastructure for Human Capital success.

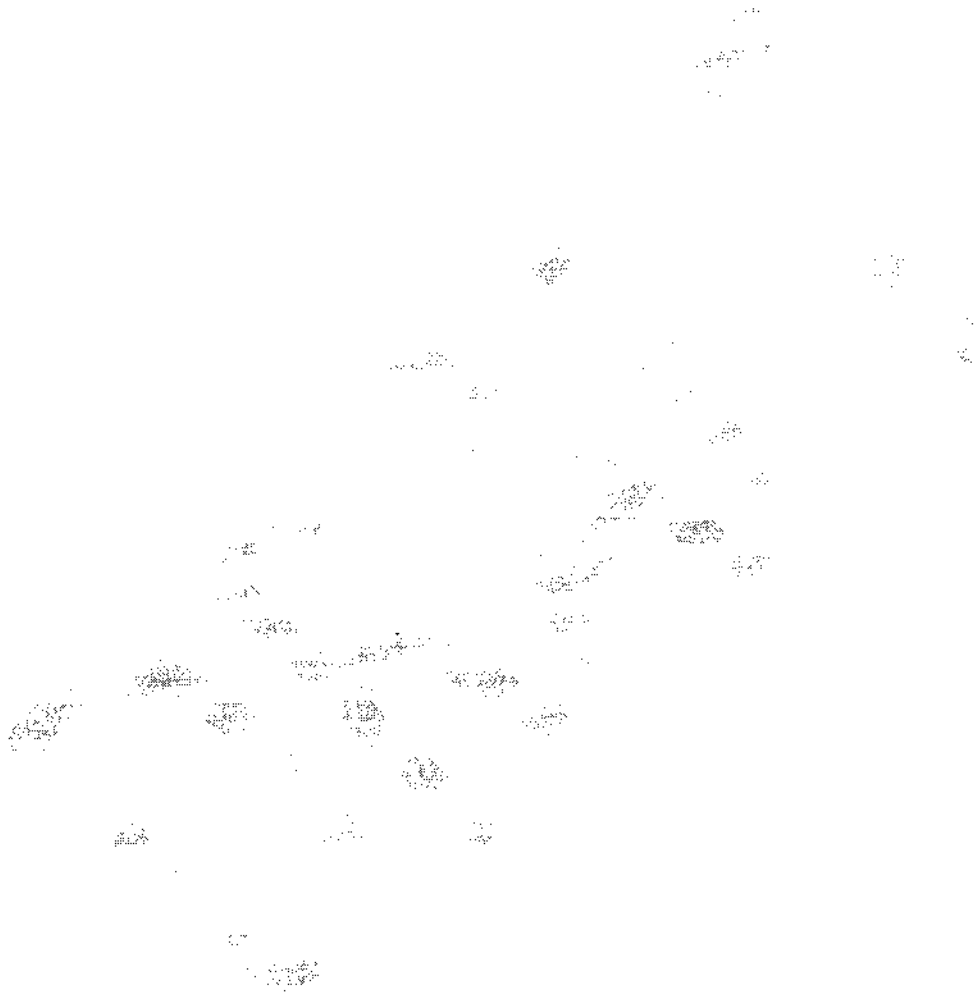
EXHIBIT "B"
FEE SCHEDULE

Proposed Timeline and Fee Schedule

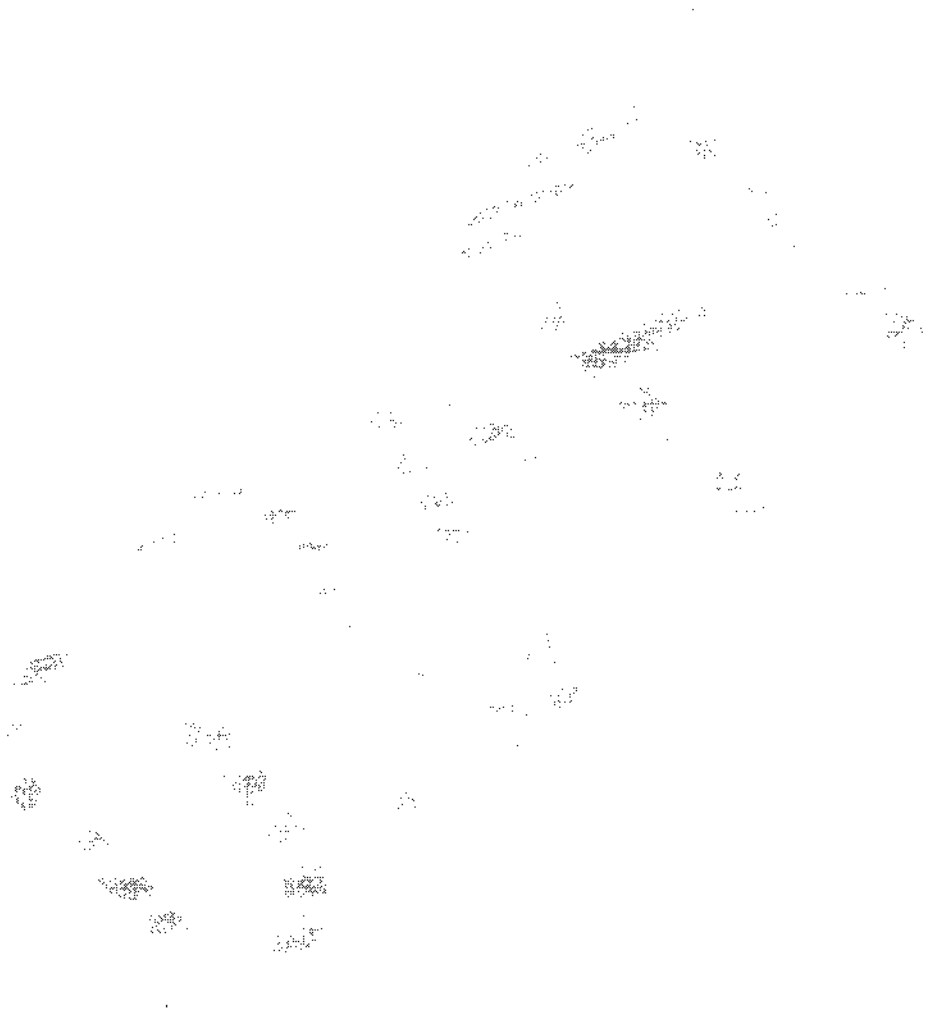
(Appendix A)

Weekly Fee:	$1,500.00
Time Frame:	8 – 10 weeks Beginning September 2009
Methods of Evaluation:	Weekly Reports submitted to Commissioner Sylvia Handy and Chief Administrator, Joseph Palacios
Methods for Documenting Time Worked:	Dr. Ochoa will utilize the required time and effort method used by the County. Electronic/Actual Time cards will be submitted in the required manner.

EXHIBIT "C"
CERTIFICATE OF INSURANCE



QUALIFICATIONS AND CREDENTIALS



September 2, 2009

The Honorable Sylvia Handy
Precinct One
Hidalgo County

Dear Commissioner Handy:

The purpose of this proposal is to offer my professional services in the design, upgrade, and implementation of a quality Human Resource Department that will be held accountable and serve as a critical partner in ensuring that Precinct One provides the highest level of service while meeting the needs of its employees.

The proposed activities are divided into steps and are numbered for ease in communicating the individual activities. Each step is critical in operating a functional and productive Human Resource Department that is in compliance with federal and state regulations. However, together we can determine which activity should receive priority over the other activities.

My consulting fees are $1,500 a week to reflect a minimum 40 hour-pay period. Also included in the fee is any time worked after the 40-hour week, as well as evenings and weekends. Appendix A reflects the Time and Fee Schedule. Should you have any questions, please contact me at 956.655.0547. Thank you for your consideration.

Sincerely,

Lorie Ochoa, Ed. D., PHR

Lorie Ochoa, Ed. D., PHR
Lorie_Ochoa@Yahoo.Com
956.655.0547

Professional Qualifications in Human Resources

- Certified Mediator
- Experience in EEOC Investigations
- Experience in Screening, Interviewing, Recruiting, Hiring
- Experience in Negotiating Salary/Compensation
- Experience with Designing HR Metrics
- Experience with Federal Employment Law
- Experience with Texas Employment Law
- Experienced with Exempt/Non-Exempt practices
- Experience in Health and Safety Issues
- Experience in Design, Development and Enhancement of Employee Policies and Procedures
- Versed in FMLA, Worker's Compensation, USERRA, FLSA, and HIPPA Regulations
- Experience in Strategic Planning and Developing HR Scorecards
- Experience in Quantitative and Qualitative Evaluation

Professional Qualifications in Training and Development

- Experience in Instructional Design, Research, and Implementation
- Experience in Corporate Training
- Experience in Designing and Teaching On-line Classes
- Experience in designing schedules for comprehensive training calendars

Experience in Talent Acquisition

- Designed and Developed recruiting strategies to fill current and prospective vacancies
- Designed and Developed retention strategies to retain quality employees
- Excellent communication skills with prospective employees regarding the Company's culture, benefits

Design and Development of Protocols, Policies and Best Practices

- Experience in updating Employee Handbook to reflect current laws and best practices
- Experience in developing electronic forms and processes to address employee needs i.e. employees request for vacation, exceptions to company policy, questions on insurance benefits, payroll, appraisals, etc.
- Experience in develop HR Budget, Yearly Action Plan, Appraisal protocol
- Design, Develop, and Implement training for new and experienced supervisors

Maintain HR Knowledge Base

- Maintain knowledge of the broad range of relationships that may impact an employee, employer, or applicant
- Maintain knowledge of federal and state laws, company policies, practices and ethical obligations to investigate, evaluate, and recommend an appropriate resolution to an employee regarding a labor relations' complaint
- Maintain knowledge on performance management principles, including tools, methods and practices used to link the relationship between business goals and individual performance objectives, competencies, skills and knowledge
- Employment Law: Knowledge of regulatory laws that affect employment. This includes an understanding of ADA, FMLA, and Title VII/Civil Rights Act

Communication with Current Employees

- Update and maintain Company policies and procedures
- Counsel and advise managers of appropriate interventions to address employee relation issues (e.g., performance improvement process)
- Educate managers and employees on HR policies, plans, programs, practices, processes, and tools to enhance organizational capability related to the management and development of people and consistent delivery (e.g., compensation, benefits, development projects, EEO)
- Plan and implement HR processes, plans, programs, and tools with business leader(s) to build and enhance organizational capability
- Manage employee relations, benefits and record-keeping programs
- Coach managers and employees on planning, tracking, reviewing and enhancing performance as well as career planning and development

Academic Qualifications:

Post Doctorate - Harvard School of Education, Cambridge, Massachusetts 1997
Doctorate in Educational Leadership/Curriculum - Texas A&M University-College Station, Texas 1993
Master of Science in Educational Administration-Texas A&M University Kingsville, Texas 1988
Bachelor of Science - Speech Communication with a Minor in English-Texas State University 1986

Executive Trainings:

- Leadership America, Washington D.C.
- Leadership Texas, Austin, Texas
- Dupont Leadership Training, Austin, Texas
- Governor's Management Program, Austin, Texas
- Stephen Covey's Leadership Training-Seven Habits of Highly Effective People, Texas Education Agency, Austin, Texas
- Mediation Certification, Austin, Texas

Employment

HR Consultant –
2008 -Present

Contracts with Energy Companies, Corporations and, Municipalities. Assist with recruitment (screening and interviewing), compliance audits, overall HR protocol audits. Provide training on Sexual Harassment, Basic, and Advance Supervision, Conflict Resolution, Mediation, Drug Testing in the Workplace, Telephone Etiquette, Design Organizational and Individual Development Plans, Design Curriculum, Provide Training in areas specific to company needs and Conduct surveys to assess employee/employer relationship, strengths, and challenges.

South Texas College
June 2008-August 2009

Department Chair/Professor-Human Resource Management Program Design the curriculum and course outcomes to address the standards and practices of the Human Resource industry; Incorporate international and national metrics into the HR program to ensure a global and comprehensive HR program; Recruit students into the program; Serve as the Program Liaison to various private and public entities

Lone Star National Bank
2006-2008

Senior Vice President for Human Resources and Training and Development-Provided leadership to a staff of twelve in administering the HR and Training and Development Departments; Design course of instruction to complement the Individual Development Plans and Succession Plans; Align training metrics to ensure fundamental and advanced benchmarks are incorporated into daily deliverables.

Hidalgo County
2003-2006

Chief of Staff- (3,000 FTE's)- Provided the leadership and management for the Office of the County Judge; Responsible for overseeing the administration of sixty-two departments, a county budget of $105 Million and a departmental budget of $125,000; Serve as Liaison to the SEIU, employee Union, facilitate Commissioner Court agendas to reflect items of discussion with the Union and Management; Responsible for the screening, recruitment, interviewing, and hiring of 12 department staff members; Communicated with federal, state, and local elected officials and addressed constituent and management concerns on a daily basis.

City of San Antonio
2000-2002

Social Services Manager-Responsible for the executive management of the Department of Labor's Youth Opportunity Program; Responsible for meeting the program measures of recruiting and serving young adults who were categorized as At-Risk; Collaborated with St. Phillip's Community College to offer instructional and technical programs; Developed the screening, recruitment, and interviewing protocols of approximately 600 applicants for the ultimate hiring of approximately 200 staff members;

Negotiated salaries and contracts; negotiated leases, purchased capital outlay and supplies for two facilities; Responsible for the negotiation with vendors and ensured the program delivered the Department of Labor's expected outcomes to meet the $12 million annual budget.

The University of Texas-Austin

1998- 2000 **State Director** - Center for Reading and Language Arts– Provided the leadership and management for the recruitment, interviewing, negotiating and staffing of 20 employees within the Center; Responsible for the development and implementation of the Center's professional development modules statewide initiatives; Collaborated with the Governor's Office and the White House on educational initiatives; Designed curriculum to address the state's literacy needs; and provided professional development to professors and teachers throughout the state on current initiatives.

The University of Texas Pan American

1996-1998 **Assistant Professor**- - Responsible for teaching graduate courses in the Department of Educational Leadership. Designed curriculum based on research and best practice on Supervision, Management, Personnel Recruitment, Retention and Evaluation, Leadership, Administration, and Curriculum and Instruction.

Texas Education Agency

1993-1996 **State Director**-Centers for Professional Development and Technology - Provided the leadership and management for the State's $32 million dollar budget to restructure university preparation programs which emphasized the use of technology; Designed an evaluation instrument to audit the state's ROI for this initiative; Responsible for the screening, interviewing and hiring of regional directors throughout the state; Organized regional and statewide conferences to discuss collaborative ideas and research on the development, hiring and retaining of highly qualified educators; Presented at various state-wide conferences on integrating technology and research into curriculum; Collaborated with 75% of Texas universities on the conversion of the newly-designed performance-based system.

Texas Education Agency

1991-1993 **Education Specialist**-Department of Accreditation; Conducted state-wide audits of Texas independent school districts; reviewed curriculum and programmatic initiatives; analyzed budgetary expenses; reviewed student assessment data.

Human Resource Professional Development Opportunities

September 2008	Professional Mediator Training
February 2008	Developing Drug Testing/Whistle Blower Policies
March 2008	HR Policies and Procedures
April 2008	Preparing for the Avian Flu and Staph Pandemic: What HR Must Do Now.
April 2008	First 90 Days-Keeping Your New Hires Effective
January 2007	Common Workplace Policies-Why they are Illegal
May 2007	How to Classify Properly (Exempt/Non-Exempt, Labor Contract)
July 2007	Affirmative Action-Managing the Process
July 2007	Dealing with Workplace Romance
August 2007	10 Things to Do Before you Discipline/Discharge Employees
August 2007	75th National Annual Operations and Human Resource Conference
August 2007	Top 20 Security Mistakes that A Smart Institution Never Makes
September 2007	Cutting Worker's Compensation Costs: How to Avoid Premium Traps
September 2007	Getting Along in the Workplace-Intergenerational
October 2007	Building a Recognition Culture
December 2007	Successfully Returning Telephone Calls
January 2006	Email and IM Rules-How to Avoid Legal Trouble
September 2006	Appraiser Training
October 2006	Fraud Prevention and Frontline Personnel
December 2006	Security Training

Professional Development Opportunities

2009	Society of Human Resource Management-Global Conference
2007	Society of Human Resource Management Executive Course: Analyzing Financial Metrics within the HR Department
2007	Human Resources-Employee or Independent Contractor-How to classify properly and stay out of legal trouble-Davis Wright Tremaine LLP
2007	Human Resources-Federal requirements regarding Background Checks-Smith Publishers
2007	Human Resources-Legal Overview-Cox, Smith, and Mathews Law Firm
2006	Banking Operations-Texas Bankers Association
2004	Leadership Conference, Washington D.C.,-Senator Ruben Hinojosa-Sponsor

TEXAS LIABILITY INSURANCE CARD

FARMERS

LORIE OCHOA
2204 N H ST
MCALLEN, TX 78501-5683

Policy Number: 41871715
Effective Date: 09/04/2009
Expiration Date: 04/07/2010
NAIC Number: 24392

Year	Make	Model	VIN
*****	**********	**********	**********
2009	CHEVROLET	C1500 SILVERADO	1GCEC19089Z145608
*****	**********	**********	**********

1-800-225-0011

This policy provides at least the minimum amounts of liability insurance required by the Texas Motor Vehicle Safety Responsibility Act for the specified vehicle and named insureds and may provide coverage for other persons and other vehicles as provided by the insurance policy.

Agent Name: Bernardo Ramirez III
Phone No: (956)783-5000

2-09 A1662301

Texas Liability Insurance Card

Keep This Card

IMPORTANT: This card or a copy of your insurance policy must be shown when you apply for or renew your:

- motor vehicle registration
- driver's license
- motor vehicle safety inspection sticker.

You also may be asked to show this card or your policy if you have an accident or if a peace officer asks to see it.

All drivers in Texas must carry liability insurance on their vehicles or otherwise meet legal requirements for financial responsibility. Failure to do so could result in fines up to $1,000, suspension of your driver's license and motor vehicle registration, and impoundment of your vehicle for up to 180 days (at a cost of $15 per day).

Tarjeta de Seguro de Responsabilidad de Texas

Guarde esta tarjeta.

IMPORTANTE: Esta tarjeta o una copia de su poliza de seguro debe ser mostrada cuando usted solicite o renueve su:

- registro de vehiculo de motor
- licencia para conducir
- etiqueta de inspeccion de seguridad para su vehiculo.

Puede que usted tenga tambien que mostrar esta tarjeta o su poliza de seguro si tiene un accidente o si un oficial de la paz se la pide.

Todos los conductores en Texas deben de tener seguro de responsabilidad para sus vehiculos, o de otra manera llenar los requisitos legales de responsabilidad civil. Fallo en llenar este requisito pudiera resultar en multas de hasta $1,000, suspension de su licencia para conducir y su registro de vehiculo de motor, y la retencion de su vehiculo por un periodo de hasta 180 dias (a un costo de $15 por dia).

A1662302

AI-17342 **23.C.1.**

Requesting approval of Certificate of Completion and Substantial Completion for South Tower Drainage Items

CC REGULAR

Date:	09/08/2009
Submitted By:	Gricelda Villarreal, PURCHASING DEPT.
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Prct. 2

Information

CAPTION

Requesting approval of the following with contracted vendor, OG Construction in connection with the Construction of South Tower Road Drainage Improvements as submitted/certified by either project engineer, R. Gutierrez Engineering Corporation . C-08-399-02-09;

a. Certificate of Substantial Completion reflecting a completion date of 7-3-09; and

b. Certificate of Construction Completion reflecting the date of July __, 2009.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 9 **ACCT. #:** 1202-431-00-122-031-0-733

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

BUDGETARY IMPACT:

Reference PO# 618129

* a letter from the engineer will be submitted to court explaining the variance in dates from substantial completion and construction completion.

Attachments

Link: Certificate of Construction Completion

Link: Certificate of Substantial Completion

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/04/2009 03:12 PM	APRV
2	Budget & Management	Erika Zamora	09/04/2009 03:14 PM	APRV
3	Roland Garcia	Rolando Garcia	09/04/2009 05:06 PM	APRV
4	Auditor's Office		09/04/2009 05:31 PM	NEW

Form Started By: Gricelda Villarreal Started On: 09/04/2009 02:28 PM

R. Gutierrez Engineering Corporation — Transmittal Form

TO: Yoli Cisneros
Hidalgo County Precinct #2

FROM: Javier Gutierrez
SUBJECT: S Tower Drainage
PROJECT NO.: ENG06.019B
DATE: 9/1/2009

WE ARE SENDING YOU X ATTACHED ___ UNDER SEPARATE COVER VIA Hand Delivery THE FOLLOWING ITEMS:

___ BLUEPRINTS	___ PLANS	___ SHOP DRAWINGS	___ CD
___ CHANGE ORDER	___ SAMPLES	___ PAYMENT REQUEST	___ OTHER: INVOICE
___ BID TABULATION	___ CONTRACT DOCUMENTS	___ RECORD DRAWINGS	___ 3 1/2" DISKETTE

QUANTITY / SETS	DATED	ITEM DESCRIPTION
1		Certificat of Construction Completion

THESE ARE TRANSMITTED AS CHECKED BELOW:

___ FOR BIDS DUE	___ APPROVED AS NOTED	___ FOR YOUR RECORDS
_X_ 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:

Copy Distribution: file

Received by:

130 East Park Ave. - Pharr, TX 78577 - Tel: 956 - 782 - 2557 - Fax: 956 - 782 - 2558 - Email: office@rgutierrezengineering.com

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 Inc. 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	$545,376.73
	Total Amount of earned to date	$545,376.73
	Less: previous payments	$434,472.15
	Balance	$110,904.58
	Authorized deductions	$ 00.000.00
	AMOUNT OF FINAL PAYMENT	$110,904.58

6. That the final payment in the amount of $ One hundred ten thousand nine hundred four dollars and fifty-eight cents ($ 110,904.58) is now due and payable.

P.E.
Engineer's Signature 8/31/09

CONCURRED BY:

O.G. Construction Co., LLC
CONTRACTOR'S NAME

BY: Omar Garcia

TITLE: Managing Member

CONCURRED BY:

Hidalgo County

R. Gutierrez Engineering Corporation

Certificate of Substantial Completion

PROJECT:	**SOUTH TOWER ROAD DRAINAGE**
PROJECT NUMBER:	**ENG05.015**
OWNER:	**HIDALGO COUNTY PRECINCT NO. 2**
CONTRACTOR:	**OG CONSTRUCTION CO.**

The Work performed under this Contract has been reviewed and found, to the Engineer's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below: Construction time is stopped at the day of Issuance.

R. Gutierrez Engineering Corp. — Engineer

Luis J. Nava P.E. — By

6/16/2009 — Date of Issuance

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Cost estimate of Work that is incomplete or defective: $ 68,398.87.

The Contractor will complete or correct the Work on the list of items attached hereto and complete the work by July 2, 2009.

OG CONSTRUCTION — Contractor

By

6/20/09 — Date

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at 11:59 p.m. on 7/3/2009.
(date)

Owner

By

Date

130 East Park – Pharr, TX 78577 – Telephone: 956-782-2557 – Fax: 956-782-2558 – E-mail: rguteng@sbcglobal.com

AI-17327 **23.C.2.**

BID AWARD RECOMM. FOR CONSTRUCTION OF NEW PRECINCT NO. 2 ADMINISTRATIVE OFFICES FOR HIDALGO CO. & OTHER CO. OFFICES

CC REGULAR

Date: 09/08/2009
Submitted By: Olga Montero, PURCHASING DEPT.
Department: PURCHASING DEPT.

Agenda Category: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Presentation of bids received for the purposes of award for the "Construction of New Precinct No. 2 Administrative Offices for Hidalgo Co. & Other Co. Offices" to lowest responsible bidder meeting all specifications as presented & recommended by project architect V-A Architecture.
(Bid No. 2009-037a-09-02-otm

BACKGROUND

Refer to attachments (Letter of Recommendation by V-A Architect & Tabulation Sheet)

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1334-431-00-122-021-0-720
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Available balance as of 9-4-09 $823,220.13

FISCAL YEAR: 2009 **ACCT. #:** 9-1334-415-15-122-042-0-720
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Available balance as of 9-4-09 $180,797.61.

FISCAL YEAR: 2009 **ACCT. #:** 9-1334-441-00-122-041-0-720
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Available balance as of 9-4-09 $813,038.49.

FISCAL YEAR: 2009 **ACCT. #:** 9-1336-412-00-122-043-0-720
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

Available balance as of 9-4-09 $1,299,863.27.

Attachments

Link: Letter of Recommendation

Link: Final Tab Sheet

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/04/2009 12:31 PM	APRV
2	Budget & Management	Erika Zamora	09/04/2009 12:52 PM	APRV
3	Sylvia Solis	Sylvia Solis	09/04/2009 04:45 PM	APRV
4	Ivan Cantu	Ivan Cantu	09/04/2009 04:52 PM	APRV
5	Auditor's Office		09/04/2009 05:31 PM	NEW

Form Started By: Olga Montero Started On: 09/03/2009 04:34 PM

Final Approval Date: 09/04/2009

V·A Architecture

September 3, 2009

Héctor "Tito" Palacios, Commissioner
Hidalgo County Pct. 2
301 E. State Street
Pharr, Texas 78577

RE: New Administration Offices for Hidalgo County Pct. 2 & Other County Offices
Pharr, Texas

Commissioner Palacios:

After reviewing the bids received on September 2, 2009 for the above referenced project, it is our recommendation that the contract be awarded to CRC Design Consultants as follows:

Base Bid (Bldgs: A, B/C, D, E)	$3,789,000.00
Alternate No. 4 : Insulated Concrete Forms	($10,000.00)
TOTAL CONTRACT AMOUNT	$3,779,000.00

Sincerely,

Tomás René Canul,
Project Manager

Vargas & Associates
2029 Industrial Drive
McAllen, Texas 78504
(956) 631-2242

New Pct. 2 Administration Offices for Hidalgo County & Other County Offices

Pharr, Texas

Bid Date: 9/2/2009 4:00:00 PM

Contractor	Base Bid	Alternates				Days	Bid Bond	Forms								Addenda	
		#1 Exterior Outdoor Solar Lighting	#2 Grid-Tie Wind Turbine Generator System	#3 Grid-Tie Photovoltaic & Inverter System	#4 Isolated Concrete Forms			Legal Notice (p.8)	Bidder/Vendor Appl.	Insurance Req.Ackn.	Proj.Req.Acknowledgment	HUB Declaration	Certification Re.Debarment.	Form W-9	E:Proposer's Affidavit...	#1	#2
CRC Design Consultants 200 S. 10th Street, McAllen, TX 78501 (956) 451-3274	$3,789,000.00	$390,000.00	$79,000.00	$219,000.00	($10,000.00)	296	☑ $204,000.00	☑	☑	☑	☑	☑	☑	☑	☑	☑	☑
D. Wilson Construction Co. 1209 E. Pecan, McAllen, TX 78501 (956) 686-9573	$3,896,000.00	$218,100.00	$92,000.00	$220,000.00	$66,000.00	296	☑	☑	☑	☑	☑	☑	☑	☑	☑	☑	☑
Enriquez Enterprises PO Box 2999, Edinburg, TX 78540 (956) 259-8005	$3,850,000.00	$504,700.00	$94,800.00	$235,000.00	$93,900.00	296	☑	☑	☑	☑	☑	☑	☑	☑	☑	☑	☑
JDS Construction Co., Inc. P.O. Box 355, Weslaco, TX 78596 (956) 447-8041	$4,040,000.00	$490,900.00	$92,200.00	$228,600.00	$156,800.00	296	☑	☑	☑	☑	☑	☑	☑	☑	☑	☑	☑
Journeyman Construction, Inc. 7701 N. Lamar, Ste. 100, Austin, TX 78752 (512) 247-7000	$3,985,000.00	$460,000.00	$70,000.00	$210,000.00	$763,000.00	296	☑	☑	☑	☑	☑	☑	☑	☑	☑	☑	☑
Rio Valley Construction, Inc. 4124 N. Taylor Rd., McAllen, TX 78504 (956) 687-1972	$4,420,000.00	$600,000.00	No Bid	No Bid	$1.00	296	☑	☑	☑	☑	☑	☑	☑	☑	☑	☑	☑
Texas Descon, L.P. PO Box 3547, McAllen, TX 78502 (956) 682-1225	$3,993,000.00	$486,000.00	$85,000.00	$131,600.00	$287,000.00	296	☑	☑	☑	☑	☑	☑	☑	☑	☑	☑	☑

V·A Architecture
2029 Industrial Drive, McAllen, Texas 78504 (956) 631-2242

Create PDF files without this message by purchasing novaPDF printer (http://www.novapdf.com)

AI-17309 **23.D.1.**

Pct 4- Amendment - WA#1-Quintanilla, Headley & Associates Inc-C-08-433-11-04 - Drainage Improvement Project (1339)

CC REGULAR

Date:	09/08/2009
Submitted By:	Letty Saenz, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Prct. 4

Information

CAPTION

Drainage Improvement Project (1339):
Requesting approval of AMENDMENT to Work Authorization No. 1 in the amount of $43,600.00, bringing the total cost (estimated) of $ 142,695.00 from Quintanilla, Headley & Associates, Inc. for surveying services for:"PAVED/UN-PAVED COUNTY ROADS PROJECTS" (on an as needed basis)" for "San Carlos Drainage Improvement Project" within Hidalgo County Pct. No. 4, Contract No. C-08-433-11-04 for-various projects as described in the Scope of Work.

BACKGROUND

Amended WA#1 - QHA-C-08-433-11-04 Memo-Pct 4
From $99,095 to $142,695
PO#612845

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1339-431-00-124-XXX-0-XXX

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

BUDGETARY IMPACT:

Funding pending approval of an interdepartmental transfer (AI#17262 9/08/09).

Attachments

Link: Memo-Pct 4

Link: Work Authorization

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/03/2009 01:33 PM	APRV
2	Budget & Management	Erika Zamora	09/03/2009 02:02 PM	APRV
3	Manuel Chapa	Manuel Chapa	09/04/2009 09:11 AM	APRV
4	Auditor's Office		09/04/2009 05:31 PM	NEW

Form Started By: Letty Saenz Started On: 09/03/2009 10:39 AM

Final Approval Date: 09/04/2009

County of Hidalgo Pct. #4

Commissioner Oscar L. Garza Jr
1051 N. Doolittle Road
Edinburg Texas 78542-0337

MEMO

DATE: SEPTEMBER 01, 2009
TO: PURCHASING DEPARTMENET
C/O LETICIA "LETTY" SAENZ CONTRACTS MANAGER
FROM: HIDALGO COUNTY PCT. #4
RE: AMENDMENT TO WORK AUTHORIZATION #1 SURVEYING FOR VARIOUS "SAN CARLOS DRAINAGE IMPROVEMENET PROJECTS" C-08-433-11-04

HIDALGO COUNTY PRECINICT #4 IS HEREBY REQUESTING THE FOLLOWING AMENDMENT TO WORK AUTHORIZATION **#1** IN THE AMOUNT OF **$142,695.00** FOR **QUINTANILLA, HEADLEY AND ASSOCIATES, INC.** BE PLACED ON THE NEXT COMMISSIONERS' COURT FOR APPROVAL.

AN INTERDEPARTMENTAL TRANSFER (AI-17262) HAS BEEN SUBMITTED IN ORDER TO COVER THIS EXPENSE.

SHOULD YOU HAVE ANY QUESTIONS, PLEASE CONTACT OUR OFFICE, THANK YOU.

RUMALDO MUNOZ JR
ACCOUNTS PAYABLE CLERK

CC: COUNTY FILES

Leticia Saenz

From: Rumaldo Munoz [rumaldo.munoz@co.hidalgo.tx.us]
Sent: Tuesday, September 01, 2009 2:37 PM
To: leticia.saenz@co.hidalgo.tx.us
Subject: Amendment to W/O #1
Attachments: Memo WO#1 Amendment.doc; Amendment+to+Work+Authorization+No.1+Revised.doc; Fee+Breakdown+Exhibit+E+A.W.A.+No.1+Revised.doc; Hourly+Rates+Exhibit+D+A.W.A.+No.1+Revised.doc; Scope+of+Services+by+the+Owner+Exhibit+A+A.W.A.+No.1+Revised.doc; Scope+of+Services+by+the+Surveyor+Exhibit+B+A.W.A.+No.1+Revised.doc; Work+Schedule+Exhibit+C+A.W.A.+No.1+Revised.doc; Picture 001.jpg; Picture 002.jpg

Attached is the Amended Work Authorization #1

Thanks Munoz

AI-17262 **41.0.0.**

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

CC REGULAR

Date: 09/08/2009
Submitted By: Jr. Munoz, COMM. PCT. #4
Department: COMM. PCT. #4
Agenda Category: Budget and Management

Information

CAPTION

Pct. #4 - C.O. 2009 Series (1339):

Approval of 2009 interdepartmental transfer within Certificate of Obligations Series 2009-Precinct #4 Drainage Improvement Project form (program 036) into Tower Height (program 068) in the amount of $4, 800.00 and into Bandera Estates (program 069) in the amount of $4,800.00 and into Four Queens Sub., (program 070) in the amount of $4,800.00 and into Intersection of Alamo & Mile 17 1/2 (program 071) in the amount of $2,200.00 and into Trenton Drain (program 072) in the amount of $57,600.00 to cover project expenditures.

BACKGROUND

Transfer to cover Amendment to Work Authorization #1 under contract #C-08-433-11-04 in the amount of $43,600.00 and for Title and Appraisal Reports for Trenton Drain Project in the amount of $30,600.00.

Fiscal Impact

Attachments

Link: Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
	(Originator)	Jr. Munoz	09/01/2009 01:35 PM	CREATED
1	Budget & Management			NEW
2	Auditor's Office			
3	Purchasing Department			

Form Started By: Jr. Munoz Started On: 09/01/2009 01:35 PM

DATE: September 1, 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
From:		
9-1339-431-00-124-036-0-890	CO2009 Pct4 Drain Improv.- Other	(74,200.00)
To:		
9-1339-431-00-124-068-0-733	CO2009 Pct4 Tower Heights - Drainage Ditches	$4,800.00
9-1339-431-00-124-069-0-733	CO2009 Pct4 Bandera Estates - Drainage Ditches	$4,800.00
9-1339-431-00-124-070-0-733	CO2009 Pct4 Four Queens Sub. - Drainage Ditches	$4,800.00
9-1339-431-00-124-071-0-733	CO2009 Pct4 Intersection (Alamo - Mile 17 1/2) - Drainage Ditches	$2,200.00
9-1339-431-00-124-072-0-711	CO2009 Pct4 Trenton Drain - ROW	$57,600.00
	TOTAL BUDGET INCREASE (DECREASE)	0.00

REASON:
Transfer to cover Amendment to Work Authorization #1 under contract #C-08-433-11-04 in the amount of $43,600.00 and $30,600.00 for Title and Appraisal Reports for Trenton Drain.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

__/__/__
DATE

ATTEST COUNTY CLERK

HIDALGO COUNTY

Professional Surveying Services
Contract # C-08-433-11-04
Work Authorization Form

AMENDEMENT to
WORK AUTHORIZATION No. 1

THIS AMENDMENT TO WORK AUTHORIZATION No.1 is made pursuant to the terms and conditions of the Service Contract made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **Quintanilla, Headley and Associates, Inc.**, professional surveyor of Edinburg, Texas, hereinafter called **"Surveyor".**

PART 1. SCOPE OF WORK

The purpose of this Amendment to Work Authorization No.1 is for the **Surveyor** to provide surveying for: **"San Carlos Drainage Improvements Project" - Alamo Brisas Subdivision and The Stables Subdivision, Alamo Acres Subdivision, Alternate discharge for Alamo Acres Subdivision, F.M. 2812 & F.M. 493, Damian Acres Phase I and Phase II, Diana Estates, Kaylen Heights No.2 and No.3, Owassa Acres Subdivision, Owassa Road between Alamo Road and Cesar Chavez Road, Tower Road between Alberta Road and Trenton Road, Trenton Road and Alamo Road, Tex-Mex Road and S.H. 107, Alberta Road and "I" Road (Deleted), Hoehn Subdivision, Holmes Road, Tower Heights (Added), Bandera Estates (Added), Four Queens Subdivision (Added), Right of way easement parcels (estimated 10, to date 15), Intersection of Alamo Road & Mile 17 ½ North Road (Added), Trenton Drain (estimated 18 parcels).**

The scope of services to be provided by the **Surveyor** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Surveyor*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Amendment to Work Authorization No.1 is **$ 142,695.00.** This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "E".**

PART 3. PAYMENT

Compensation and payment to the Surveyor for the services established under this Amendment to Work Authorization No.1 shall be made in accordance with Article/Part/**Section** 4 of the Agreement.

PART 4. FUNDING

This Amendment to Work Authorization No.1 shall be funded through funding source:
Account No. **9-1339-431-00-124-XXX-0-XXX**
Requisition Number **143471** **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Amendment to Work Authorization No.1 shall become effective on the date of final acceptance of the parties hereto, and terminate **upon completion of the scopes of work.**

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by **Hidalgo County Precinct No. 4, Commissioner, Oscar L. Garza, Jr.,** as to content and detail of this **Amendment to Work Authorization No.1.**

HIDALGO COUNTY
COMMISSIONER PRECINCT No.4

BY: _____
Oscar L. Garza, Jr., County Commissioner

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on as indicated below and effective as of _____day of _____, 2009.

THE SURVEYOR:
Quintanilla, Headley and Associates, Inc.

_____
By: Alfonso Quintanilla, P.E., R.P.L.S.

THE OWNER:
HIDALGO COUNTY

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

ATTEST:

_____
By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Service to be provided by the Owner
ATTACHMENT "B" - Service to be provided by the Surveyor
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Surveyor's Hourly Rates
ATTACHMENT "E" - Fee Breakdown

EXHIBIT "A"

Hidalgo County Precinct No. 4
Paved/Unpaved County Roads Surveying
Contract No. C-08-433-11-04
AMENDMENT to
Work Authorization No.1

San Carlos Drainage Improvements Project:

1. Alamo Brisas Subdivision and The Stables Subdivision
2. Alamo Acres Subdivision
3. Alternate discharge for Alamo Acres Subdivision
4. F.M. 2812 & F.M. 493
5. Damian Acres Phase I and Phase II
6. Diana Estates
7. Kaylen Heights No.2 and No.3
8. Owassa Acres Subdivision
9. Owassa Road between Alamo Road and Cesar Chavez Road
10. Tower Road between Alberta Road and Trenton Road
11. Trenton Road and Alamo Road
12. Tex-Mex Road and S.H. 107
13. Tower Heights, Bandera Estates, Four Queens Subd.
14. Hoehn Subdivision
15. Holmes Road
16. Right of way easement parcels
17. Intersection of Alamo Road & Mile 17 ½ North Road

Scope of services to be provided by the Owner

GENERAL
The Owner will provide the following:

1. Authorization to begin work.
2. Payment for work performed by the Surveyor.
3. Provide any available relevant data on file concerning the project.

EXHIBIT "B"

Hidalgo County Precinct No. 4
Paved/Unpaved County Roads Surveying
Contract No. C-08-433-11-04
AMENDMENT to
Work Authorization No. 1

San Carlos Drainage Improvements Project:

1. Alamo Brisas Subdivision and The Stables Subdivision
2. Alamo Acres Subdivision
3. Alternate discharge for Alamo Acres Subdivision
4. F.M. 2812 & F.M. 493
5. Damian Acres Phase I and Phase II
6. Diana Estates
7. Kaylen Heights No.2 and No.3
8. Owassa Acres Subdivision
9. Owassa Road between Alamo Road and Cesar Chavez Road
10. Tower Road between Alberta Road and Trenton Road
11. Trenton Road and Alamo Road
12. Tex-Mex Road and S.H. 107
13. Alberta Road and "I" Road (Deleted)
14. Hoehn Subdivision
15. Holmes Road
16. Right of way easement parcels
17. Tower Heights (Added)
18. Bandera Estates (Added)
19. Four Queens Subdivision (Added)
20. Intersection of Alamo Road & Mile 17 ½ North Road (Added)
21. Trenton Drain (Added)

Scope of services to be provided by the Surveyor

1. Control surveying.
2. Topographic surveying to locate all structures, driveways, roadways, fences, trees; road ditch elevations, pavement elevations, ground elevations, drain ditch cross sections.
3. Establish horizontal and vertical control for construction staking.
4. Prepare cut sheets.
5. Parcel plats for right of way acquisition. Prepare boundary survey and a metes and bounds description.

EXHIBIT "C"

WORK SCHEDULE

Hidalgo County Precinct No. 4
Paved/Unpaved County Roads Surveying
Contract No. C-08-433-11-04
AMENDMENT to
Work Authorization No. 1

San Carlos Drainage Improvements Project:

1. Alamo Brisas Subdivision and The Stables Subdivision
2. Alamo Acres Subdivision
3. Alternate discharge for Alamo Acres Subdivision
4. F.M. 2812 & F.M. 493
5. Damian Acres Phase I and Phase II
6. Diana Estates
7. Kaylen Heights No.2 and No.3
8. Owassa Acres Subdivision
9. Owassa Road between Alamo Road and Cesar Chavez Road
10. Tower Road between Alberta Road and Trenton Road
11. Trenton Road and Alamo Road
12. Tex-Mex Road and S.H. 107
13. Alberta Road and "I" Road **(Deleted)**
14. Hoehn Subdivision
15. Holmes Road
16. Right of way easement parcels
17. Tower Heights **(Added)**
18. Bandera Estates **(Added)**
19. Four Queens Subdivision **(Added)**
20. Intersection of Alamo Road & Mile 17 ½ North Road **(Added)**
21. Trenton Drain **(Added)**

The Surveyor shall provide the deliverables for this work authorization 90 days after the notice to proceed.

EXHIBIT "D"

SURVEYOR'S HOURLY RATES

Hidalgo County Precinct No. 4
Paved/Unpaved County Roads Surveying
AMENDMENT to
Work Authorization No. 1

Drainage Area Improvements:

1. Alamo Brisas Subdivision and The Stables Subdivision
2. Alamo Acres Subdivision
3. Alternate discharge for Alamo Acres Subdivision
4. F.M. 2812 & F.M. 493
5. Damian Acres Phase I and Phase II
6. Diana Estates
7. Kaylen Heights No.2 and No.3
8. Owassa Acres Subdivision
9. Owassa Road between Alamo Road and Cesar Chavez Road
10. Tower Road between Alberta Road and Trenton Road
11. Trenton Road and Alamo Road
12. Tex-Mex Road and S.H. 107
13. Alberta Road and "I" Road (Deleted)
14. Hoehn Subdivision
15. Holmes Road
16. Right of way easement parcels
17. Tower Heights (Added)
18. Bandera Estates (Added)
19. Four Queens (Added)
20. Intersection of Alamo Road & Mile 17 ½ North Road (Added)
21. Trenton Drain (Added)

A. Registered Professional Land Surveyor	**$ 150.00**
B. Three Man Survey Crew	**$ 125.00**
C. Computer Technician	**$ 85.00**
D. Administrative	**$ 60.00**
E. Research	**$ 50.00**

EXHIBIT "E"

FEE BREAKDOWN

Hidalgo County Precinct No.4
Paved/Unpaved Roads Surveying
Contract No. C-08-433-11-04
AMENDMENT to
Work Authorization No.1

San Carlos Drainage Improvements Project:

1. Alamo Brisas Subdivision and The Stables Subdivision	-	$ 8,800.00
2. Alamo Acres Subdivision	-	$ 1,800.00
3. Alternate discharge for Alamo Acres Subdivision	-	$ 2,000.00
4. F.M. 2812 & F.M. 493	-	$ 4,800.00
5. Damian Acres Phase I and Phase II	-	$ 2,400.00
6. Diana Estates	-	$ 1,350.00
7. Kaylen Heights No.2 and No.3	-	$ 5,100.00
8. Owassa Acres Subdivision	-	$ 2,250.00
9. Owassa Road between Alamo Road and Cesar Chavez Road	-	$ 6,600.00
10. Tower Road between Alberta Road and Trenton Road	-	$ 10,300.00
11. Trenton Road and Alamo Road	-	$ 9,145.00
12. Tex-Mex Road and S.H. 107	-	$ 5,150.00
13. Alberta Road and "I" Road	-	$ 7,500.00
14. Alberta Road and "I" Road (Deleted)	-	$ <7,500.00>
15. Hoehn Subdivision	-	$ 12,900.00
16. Holmes Road	-	$ 4,000.00
17. Right of Way Easement Parcels 10 (Estimated), 15 to date @ $ 1,500.00	-	$ 22,500.00
18. Tower Heights(Added)	-	$ 4,800.00
19. Bandera Estates (Added)	-	$ 4,800.00
20. Four Queens Subdivision (Added)	-	$ 4,800.00
21. Intersection of Alamo Road & Mile 17 ½ North Road(Added)	-	$ 2,200.00
22. Trenton Drain (18 estimated parcels) @ $ 1,500.00 (Added)	-	$ 27,000.00
	Total -	**$142,695.00**

AI-17288 **23.D.2.**

Presentation of Bids - Monte Cristo Drain Culvert Crossing Pct. #4 San Carlos Drainage Improvement Project

CC REGULAR

Date:	09/08/2009
Submitted By:	Oscar Garza, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Prct. 4

Information

CAPTION

Presentation of bids received for the purposes of award for: "Hidalgo County- San Carlos Drainage Improvements Project Pct. #4 (Monte Cristo Drain Culvert Crossing) at Monte Cristo Rd. FM 1925 & 83rd Street, Edinburg, TX" (RFB No. 2009-336-08-26-OGG) to the lowest responsible bidder meeting all specifications, as attached hereto, and as recommended by project engineer Quintanilla, Headley & Associates, Inc. and reviewed by Pct. #4 George Guerra, Director of Construction.

BACKGROUND

Bid opening held on August 26, 2009 as per attachments.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1339-431-00-124-049-0-733

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

BUDGETARY IMPACT:

Funding available as of 9-4-09.

Attachments

Link: 09-336

Link: 09-336-

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/03/2009 11:45 AM	APRV
2	Budget & Management	Erika Zamora	09/03/2009 01:55 PM	APRV
3	Manuel Chapa	Manuel Chapa	09/04/2009 08:08 AM	APRV
4	Auditor's Office		09/04/2009 05:31 PM	NEW

Form Started By: Oscar Garza Started On: 09/02/2009 03:22 PM

Final Approval Date: 09/04/2009

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY PRECINCT'S NO. 4

BID OPENING DATE: AUGUST 26, 2009	**BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: "Monte Cristo Drain Culvert Crossing Pct. No. 4 San Carlos Drainage Improvement Project "

BID NO: 2009-336-08-26-OGG	**PROCUREMENT SPECIALIST: OSCAR GARZA**

BID # RFB#	NAME OF COMPANY	UNIT PRICE	TOTAL PRICE
#1	OG Construction Co Edinburg, Tx. LLC.		Bid Bond included $ 34,330.
#2	IOC Comp LLC		Bid Bond Included $ 55,745.00
#3	ILV Utility Construction LLC Edinburg		NO Bid Bond. $ 57,960.00
#4	United Contracting Mission, Tx.		Bid Bond Included $ 53,740.00
#5			
#6			
#7			
#8			
#9			
#10			

Hidalgo County Purchasing Department

Bid Opening Sign In

Date: 8/26/09

Please Print Name	Company Name
1. Guadalupe V. Garcia	Urban County Program
2. Sergio Valdez	RL Abatement, Inc.
3. Rodolfo SANCHEZ	UCI INC.
4. Ruben Guajardo	Rio Valley Pipe
5. Roel GARCIA	Magic Valley Concrete
6. Diana Garcia	OG Construction Co.
7. Jose M YANEZ	PALCO Demo & Const
8. Hilario Rincones	Rincones Group Inc.
9. LOLO RAMIREZ	OHA
10. Benjamin Villanueva Jr.	THE 5125 COMPANY
11. MARIO RIVERA	Foc company LLC
12. Nieldelcarros	Purchasing
13. Priscilla Torres	Co. Clerk
14.	Purchasing
15. Sandy Suarez	Purchasing

Bid #	Description
1. 2009-336-08-26-066	Monte Cristo Drain Culvert Crossing Pct #4
2. 5007-91-0400-5000-9100-UCP GMS	Pct. #1 (Elsa) - Clearance & Demolition 2007
3.	
4.	
5.	

• Municipal Projects
• Subdivisions
• Surveys

Quintanilla, Headley and Associates, Inc.
Consulting Engineers • Land Surveyors

Alfonso Quintanilla, P.E., R.P.L.S.
Eulalio Ramirez, P.E.
Registration Number F-1513

124 E. Stubbs, Edinburg, Texas 78539 Phone: (956) 381-6480 Fax: (956) 381-0527

August 27, 2009

RECEIVED
AUG 27 2009
By

Hidalgo County Precinct No. Four
Oscar Garza, Commissioner
Attn. Martha L. Salazar, CPPB, Purchasing Agent
2812 S. Business Hwy 281-Administration Building
Edinburg, Texas 78539

Re: Monte Cristo Drain Culvert Pct. #4 San Carlos Drainage Improvements Project

Dear Mr. Garza:

Bids for the above mentioned project were received and opened on August 26, 2009. Four bids were received and are as follows:

1.	IOC Company, L.L.C.	$ 55,745.00
2.	J.L.V. Utility Construction, L.L.C.	$ 57,960.00
3.	O.G. Construction Co., L.L.C.	$ 34,330.00
4.	United Contracting, Inc.	$ 53,740.00

We have reviewed and checked the bids and they are correct.

We are recommending that this contract be awarded to the lowest responsive bid of $34,330.00 from O.G. Construction Co., L.L.C.

Should you have any questions or require additional information, please let us know. Thank You.

Respectfully,

Eulalio Ramirez, P.E.
Project Engineer

County of Hidalgo Pct. 4

Commissioner Oscar L. Garza Jr
1051 N. Doolittle Road
Edinburg Texas 78542-0337

September 01, 2009

Oscar Garza, Procurement Specialist
Att: Martha L Salazar, CPPB, Purchasing Agent
2812 Business Hwy 281-Administration Building
Edinburg, Texas 78539

RE: Monte Cristo Drain Culvert Pct .#4 San Carlos Drainage Improvement Project

Dear Mr. Garza:

This serves as a formal notice of approval of the recommendation of Quintanilla,Headley and Associates, Inc. regarding O.G. Construction being the lowest responsive bid.

Thank you, I remain

George Guerra Pct 4 Director of Construction

Owner: Hidalgo County Precinct No. 4
Project Name: "Monte Cristo Drain Culvert Pct. # 4 San Carlos Drainage Improvements Project"
Date: August 27, 2009

RECEIVED
AUG 27 2009
By 2:30 pm

Bid Tabulation Sheet
Page 1 of 2

Item	Description	Unit	Quantity	United Contracting , Inc. Unit Cost	United Contracting , Inc. Subtotal	J.L.V. Utility Costruction, L.L.C. Unit Cost	J.L.V. Utility Costruction, L.L.C. Subtotal	IOC Company, L.L.C. Unit Cost	IOC Company, L.L.C. Subtotal
I.	**Drainage Improvements**								
	24" Class IV R.C.P. Bore & Install	L.F.	180	266.00	47,880.00	267.00	48,060.00	245.00	44,100.00
	24" Class IV R.C.P.	L.F.	40	35.00	1,400.00	80.00	3,200.00	43.00	1,720.00
	24" Concrete Rip-Rap	Ea.	1	1,800.00	1,800.00	2,000.00	2,000.00	1,115.00	1,115.00
	Tie Into Exist 24" R.C.P.	Ea.	1	350.00	350.00	1,000.00	1,000.00	1,800.00	1,800.00
	Concrete Manhole	Ea.	1	1,600.00	1,600.00	1,500.00	1,500.00	3,550.00	3,550.00
	Trench Protection Require	L.F.	40	4.00	160.00	20.00	800.00	12.00	480.00
	Traffic Control	L.S.	1	550.00	550.00	1,400.00	1,400.00	2,980.00	2,980.00
				Subtotal:	**53,740.00**		**57,960.00**		**55,745.00**

Quintanilla, Headley & Associates, Inc.
Consulting Engineers / Land Surveyors
Phone: (956) 381-6480 124 E. Stubbs, Edinburg, Texas 78539 Fax: (956) 381-0527

Owner: Hidalgo County Precinct No. 4
Project Name: "Monte Cristo Drain Culvert Pct. # 4 San Carlos Drainage Improvements Project"
Date: August 27, 2009

Bid Tabulation Sheet
Page 2 of 2

				O.G. Construction Co., L.L.C.					
Item	Description	Unit	Quantity	Unit Cost	Subtotal	Unit Cost	Subtotal	Unit Cost	Subtotal
I.	**Drainage Improvements**								
	24" Class IV R.C.P. Bore & Install	L.F.	180	150.00	27,000.00		-		-
	24" Class IV R.C.P.	L.F.	40	32.00	1,280.00		-		-
	24" Concrete Rip-Rap	Ea.	1	1,200.00	1,200.00		-		-
	Tie Into Exist 24" R.C.P.	Ea.	1	350.00	350.00		-		-
	Concrete Manhole	Ea.	1	4,000.00	4,000.00		-		-
	Trench Protection Require	L.F.	40	5.00	200.00		-		-
	Traffic Control	L.S.	1	300.00	300.00		-		-
				Subtotal:	**34,330.00**		-		-

Quintanilla, Headley & Associates, Inc.
Consulting Engineers / Land Surveyors
Phone: (956) 381-6480 124 E. Stubbs, Edinburg, Texas 78539 Fax: (956) 381-0527

Owner: Hidalgo County

Project Name: Hidalgo County Precinct No.4 "Monte Cristo Drain Culvert Crossing Pct. No.4 San Carlos Drainage Improvements Project"

Bid Opening: Wednesday August 26, 2009 @ 9:30 am

Name (please print)	Company	Address	Phone	Cash/Check No.
OSCAR GARZA.	H.Co. Purchasing Dept.	2802 S. Hwy 281		— o —
MARIO RIVERA	LOC COMPANY	EDINBURG TX	8571490	Check
PERRY A. VAUGHAN	A. G. C.	P.O. Box 391 Han. TX	423 4091	
Ruben Serna	Closner Construction	2809 west Expwy 83, La Feria TX 78559	797-0785 - 797-0576	Check # 63=
Javier Vento	H2O Construction	P.O. Box 532645 Harlingen TX	405-6953 | 428-717	Cash
JOEL Borjas.	ASAGO Const.	2113 Pecas MISSION TX. 78572.	(956) 369-1856.	Check.
Sonny Sanchez	United Contracting	4616 N. Conway, Missica TX 78572	581-8809	Check
Ben Salinas	Summit Contracting, Ltd.	P.O. Box 169 Mcallen 78599	969-4614	LC
JAY Valdez	JL Utility Const	205 Lot Cert. Ty Edinburg TX 78539	956-330-8803	Cash

AI-17284 **23.E.2.**

Proposed Renovation Plan-Mediplex Building

CC REGULAR

Date:	09/08/2009
Submitted By:	Nielda Cavazos, PURCHASING DEPT.
Submitted For:	Nielda Cavazos
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Co. Wide

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

BUDGETARY IMPACT:

$103,712.00 avaiable funds as of 09/03/09. rc

Attachments

Link: Back up

Link: Exhibit A

Link: ANGENDA BKP

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	09/03/2009 01:36 PM	APRV
2	Budget & Management	Erika Zamora	09/03/2009 01:54 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	09/03/2009 04:59 PM	APRV
4	Auditor's Office		09/04/2009 05:31 PM	NEW

Form Started By: Nielda Cavazos Started On: 09/02/2009 02:25 PM

Final Approval Date: 09/04/2009

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

EXHIBIT "A"

"LEASE and/or LEASE PURCHASE OFFICE SPACE for HIDALGO COUNTY"

BID NO.: 2009-064-05-13-MEG

SPECIFICATIONS

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 Count 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 Buildin; nust be free of environmental hazards ch 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 date 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 lease 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 Contracts 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
Commissioners Court	2300	1. Panel • 1 Judge • 4 Commissioners • Attorney • Auditors 2. Podium 3. Cameraman 4. Security Executive conference room to accommodate approximately 15 additional people
Human Resources	4000	• Waiting Area adequate seating for the general public. • Drug testing area a. Waiting area for employees • Reception area • New filing system • Break room • Bathrooms
Public Defenders • Chief Public Defender • 1st Asst. Public Defender • 5 Public Defenders • Investigator • Intake Officer • Admin. Asst.	4000	• Reception Area • Front Office • Conference Room/Meeting Room • Break Room • 2- Bathrooms • File/Storage Room • Individual Offices
County Judges Office	5500	• 2 Bathrooms • 1 Ex. Asst • 3 Adm. Aide I • 3 Adm. Asst. • 1 Adm. Asst. II • 1 Asst. Chief Adm. • 1 Chief Adm. • 1 Economic Development Planner II • 1 Economic Development Coord
Emergency Management Service	3800	• Reception Area • Front Office • Conference Room/Meeting Room • Break Room • Bathrooms • File/Storage Room • Individual Offices
Probate Court Staff Only	2300	• Court Auditor • Court Investigator
Auxiliary Court A & B Staff *Auxiliary A* *Auxiliary B*	3600	• 2 Judges Chambers • 2 Restrooms • 2 Court Reporter • 2 Bailiff • Liaison • Court Room • Jury Room • Jury Box • Public Gallery
CPS Master (2people)	900	• 1 Judges Chambers • 1 Coordinator
Total Square Feet	**26,400 sq. ft**	

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)	1615 S CLOSNER STE, B - J
Legal Description:	ALBERTSONS EDINBURG, LOT 1
Total Square feet of Proposed Building	25928

VENDOR	SQUARE FOOT	COST
PRICE per square foot	$1.00 + NNN	$ 25,928. =
Total Monthly Bid Price		$ 25,928. =

BIDDER/COMPANY NAME: EDINBURG REAL ESTATE NETWORK, INC.

ADDRESS: 1615 S. CLOSNER, STE A

CITY: EDINBURG STATE: TX ZIP CODE: 7853

PHONE No: (956) 381-9854 CEL: (956) 451-0348 FAX No. (956) 381-9858

AUTHORIZED SIGNATURE:

PRINTED NAME: OSCAR CORTES, MD

TITLE: PRESIDENT.

EMAIL: droortes@yahoo.com.

RECEIVED
MAY 13 2009
OPENED
9:47
Witnessed

County Executive Office

2818 S. Bus. Hwy. 281 • Edinburg, Texas 78539 • Phone: (956) 292-7025 • Fax: (956) 292-7034 • www.co.hidalgo.tx.us/budget

To: Dr. Oscar Cortes

From: Valde Guerra, Court Executive Officer

Date: Wednesday, August 19, 2009

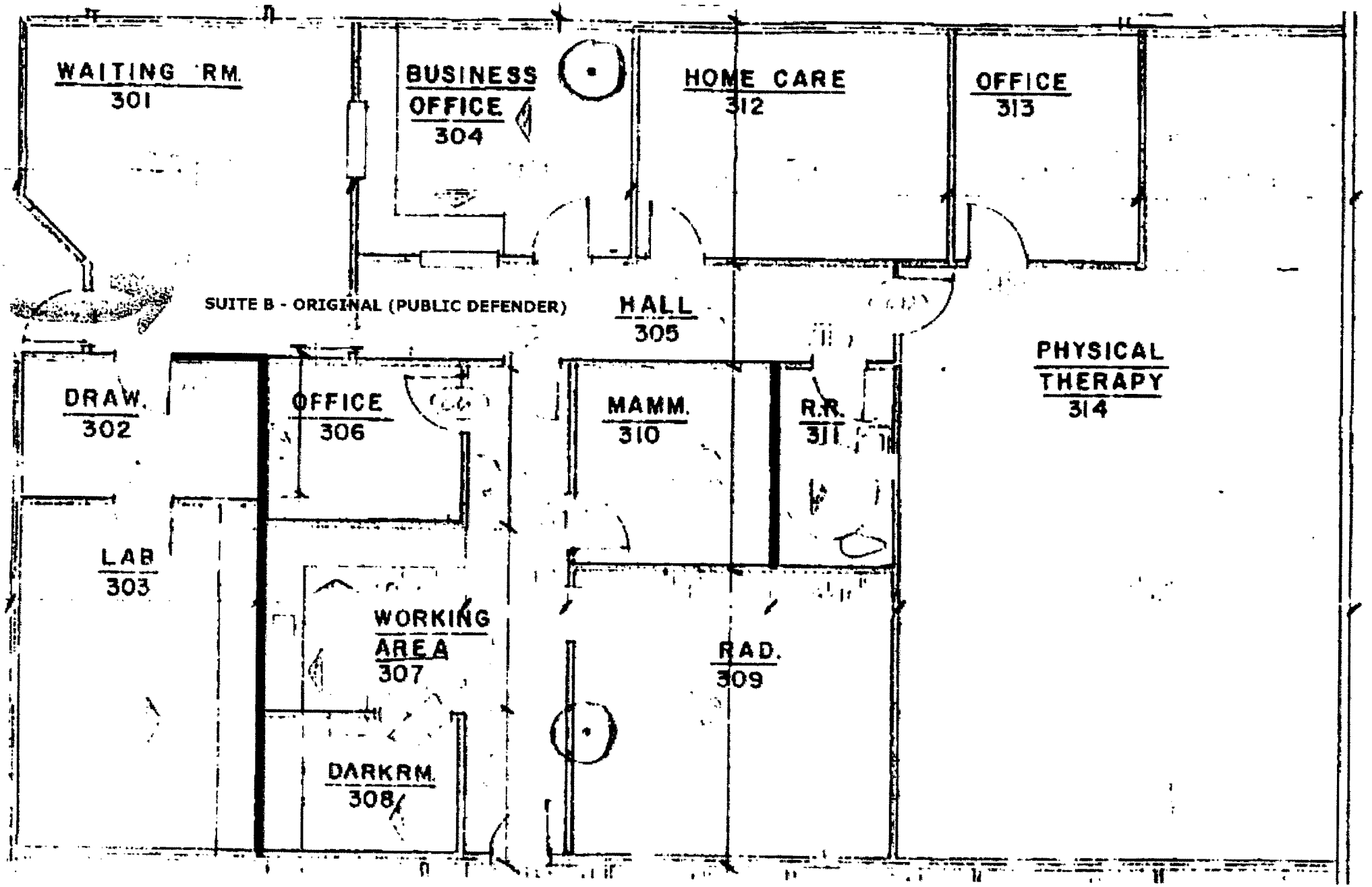
Subject: Mediplex Building - Department Modification Requests

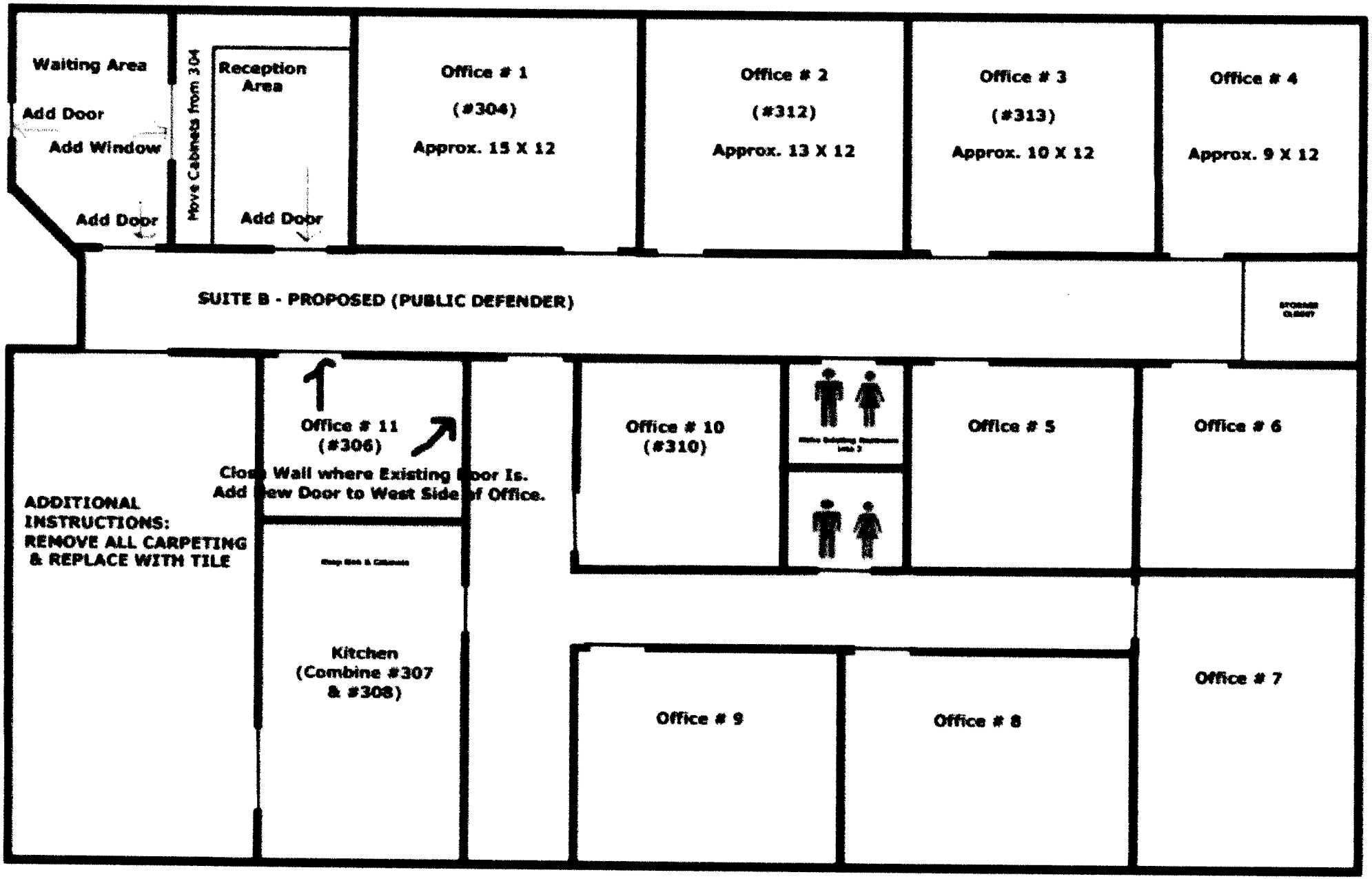
---

Attached, please find the modification requests for Suites B, C, D&E, F, G, H, and J of the Mediplex Office Building.

We are requesting a projected timeline for the completion of these modifications. Should you have any questions, please do not hesitate to contact Karina Cardoza at my office at 956.292.7608.

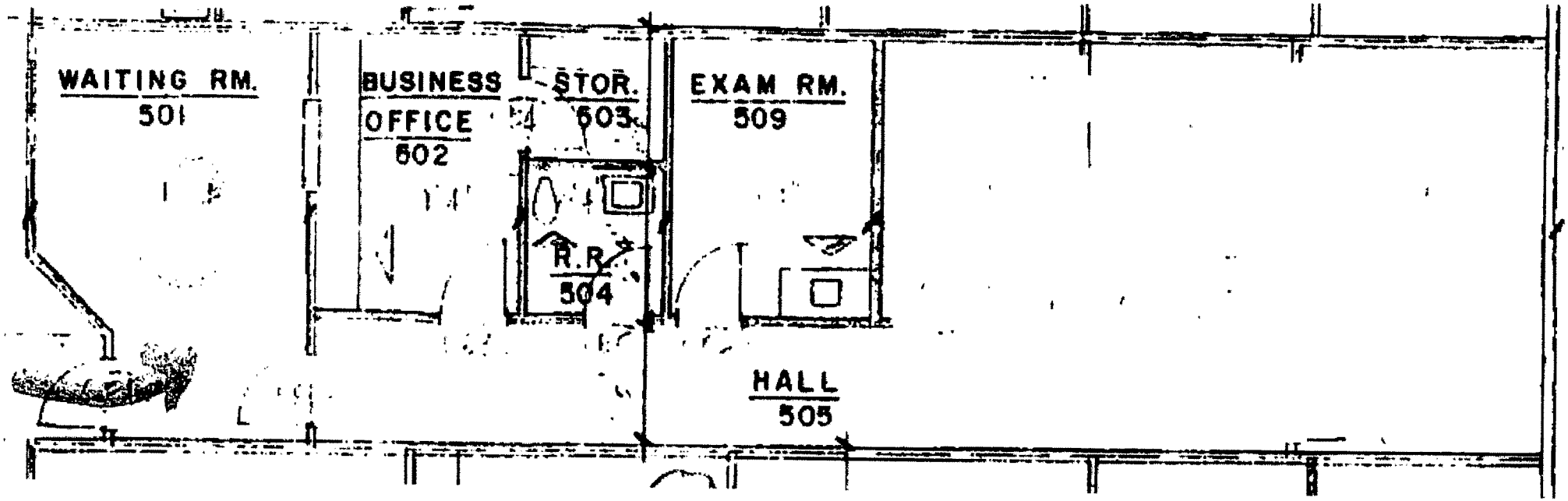
SUITE B
PUBLIC DEFENDER'S OFFICE


WAITING RM.
301
BUSINESS
OFFICE
304
HOME CARE
312
OFFICE
313
SUITE B - ORIGINAL (PUBLIC DEFENDER)
HALL
305
PHYSICAL
THERAPY
314
DRAW.
302
OFFICE
306
MAMM.
310
R.R.
311
LAB
303
WORKING
AREA
307
RAD.
309
DARKRM.
308

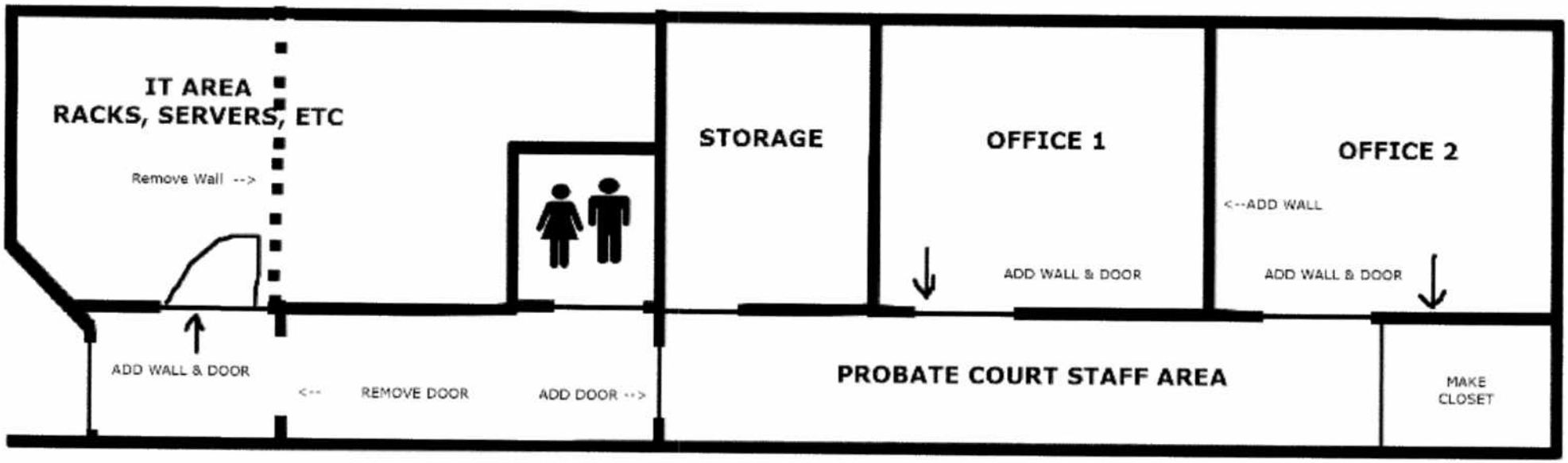

Waiting Area
Add Door
Add Window
Add Door
Move Cabinets from 304
Reception Area
Add Door
Office # 1
(#304)
Approx. 15 X 12
Office # 2
(#312)
Approx. 13 X 12
Office # 3
(#313)
Approx. 10 X 12
Office # 4
Approx. 9 X 12
SUITE B - PROPOSED (PUBLIC DEFENDER)
Office # 11
(#306)
Close Wall where Existing Door Is.
Add New Door to West Side of Office.
ADDITIONAL INSTRUCTIONS:
REMOVE ALL CARPETING & REPLACE WITH TILE
Kitchen
(Combine #307 & #308)
Office # 10
(#310)
Office # 5
Office # 6
Office # 9
Office # 8
Office # 7

SUITE C
PROBATE COURT STAFF
AND
IT AREA

SUITE C - ORIGINAL (PROBATE COURT STAFF & IT AREA)

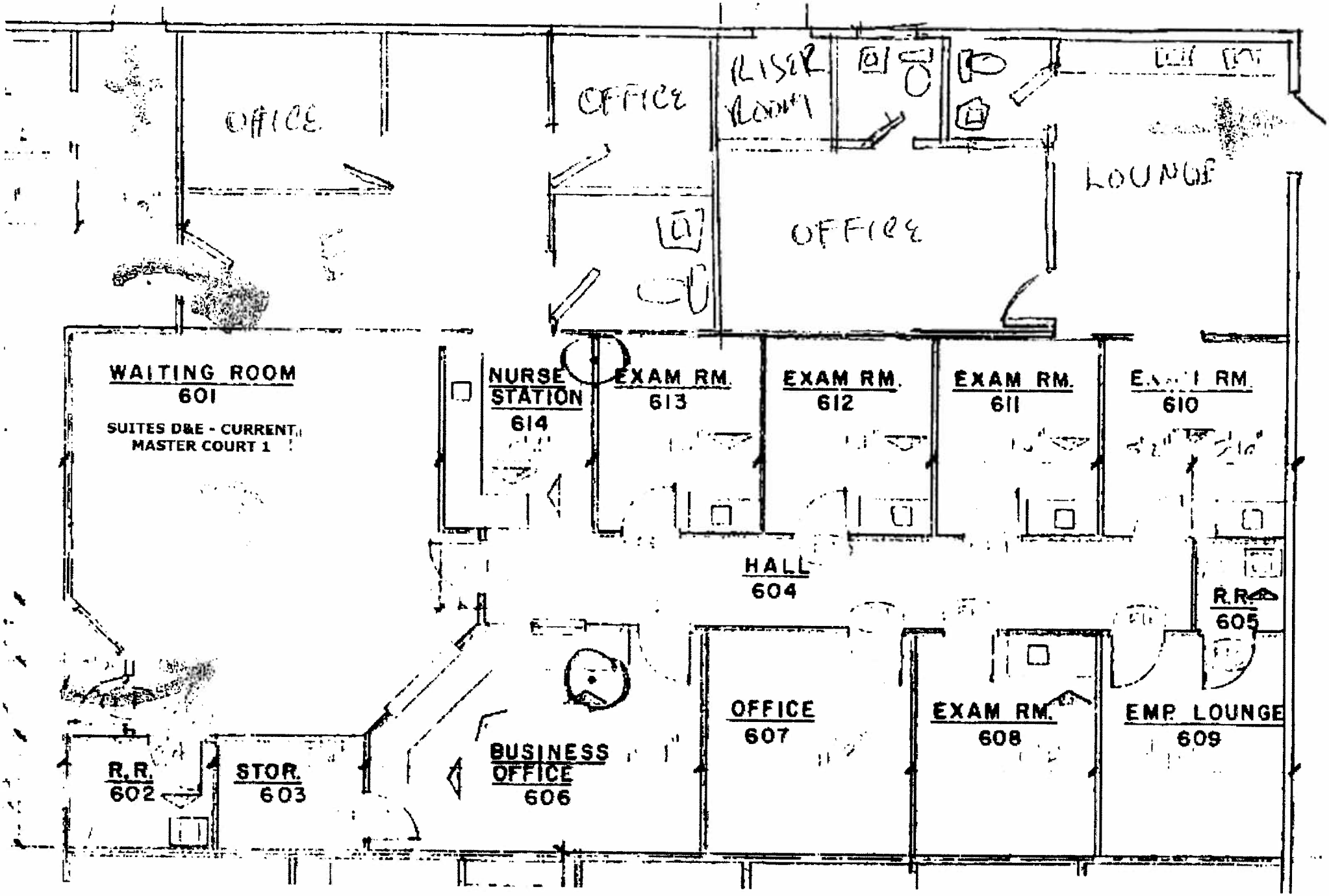


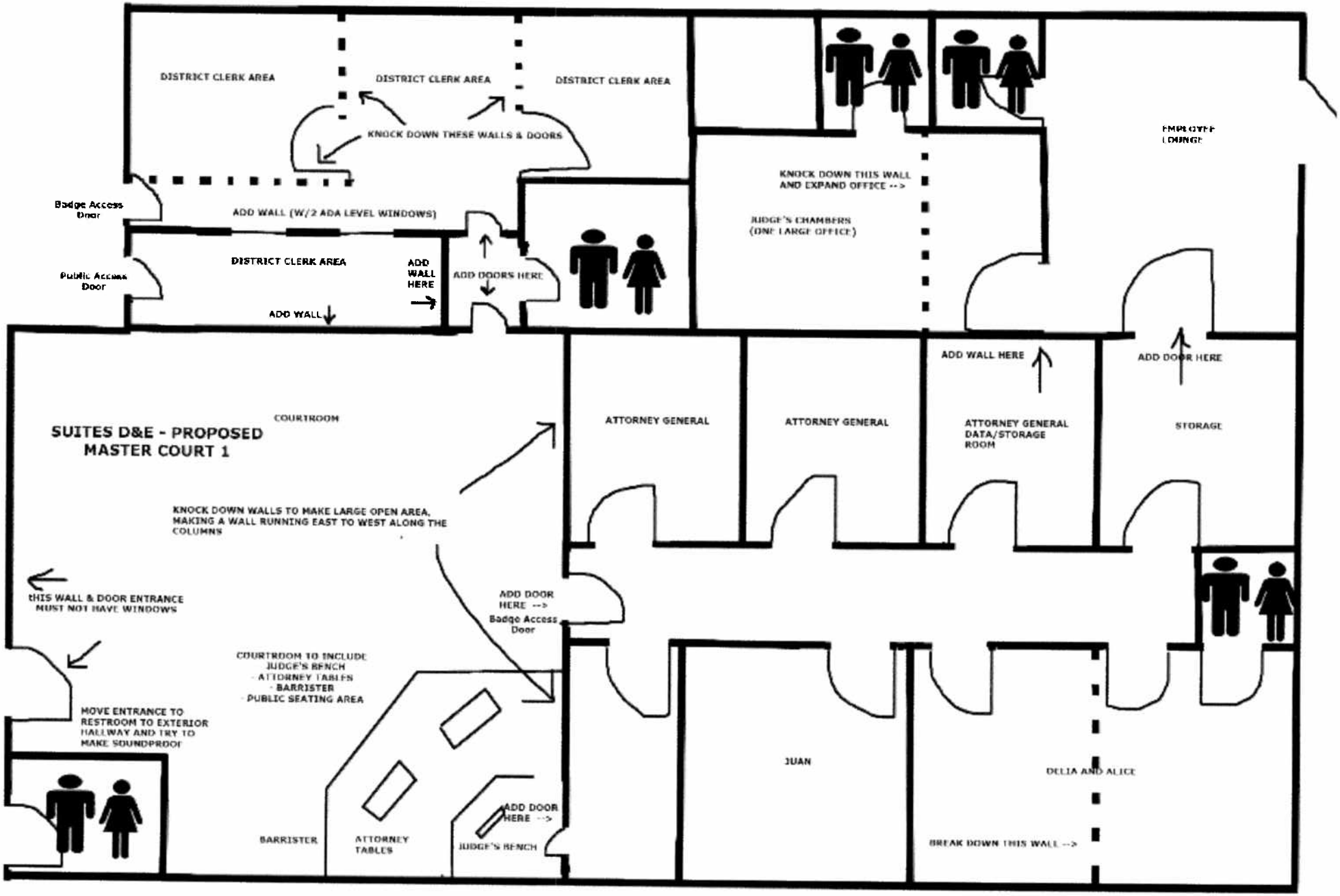
SUITE C - PROPOSED (PROBATE COURT STAFF & IT AREA)



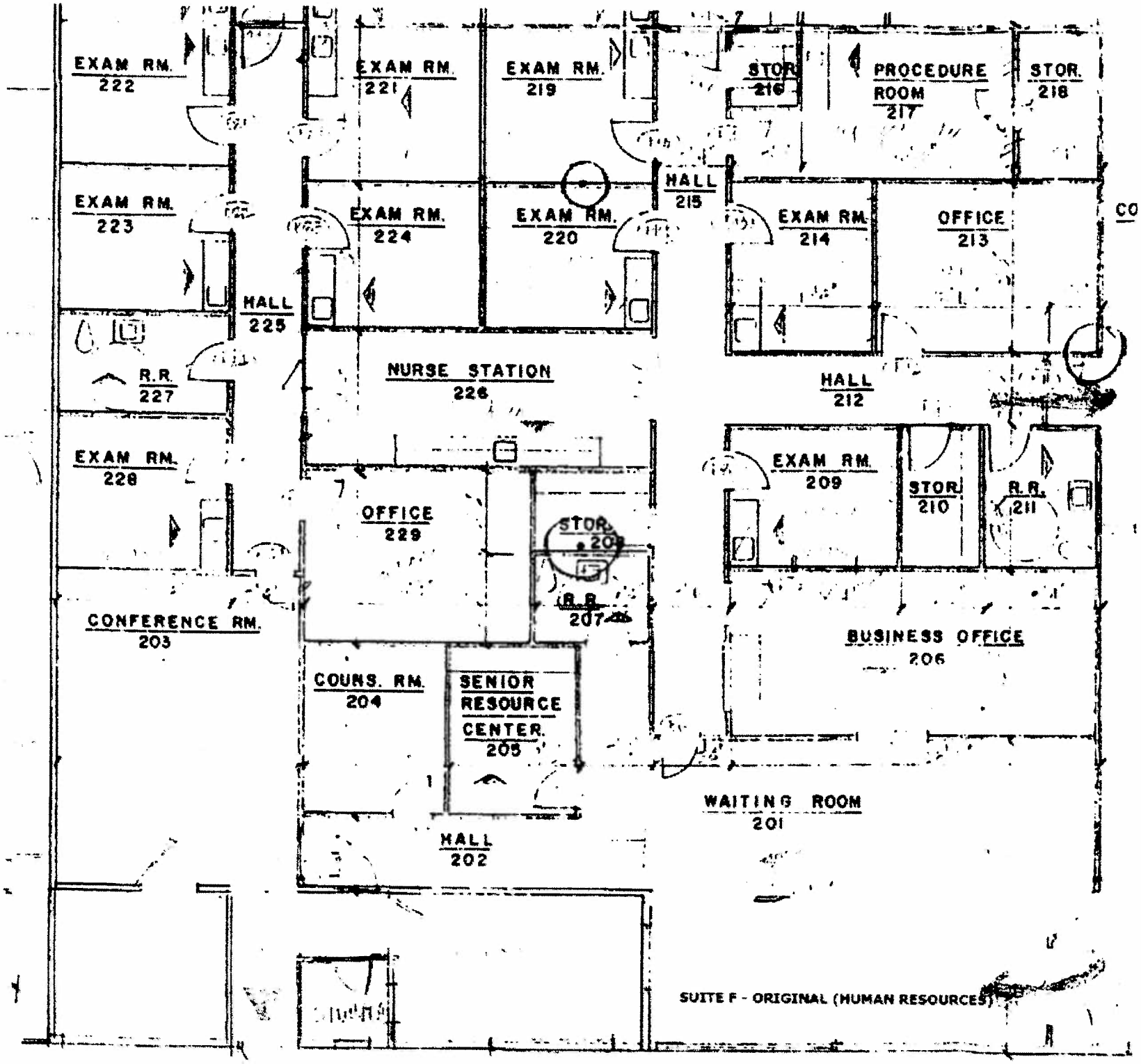
ADDITIONAL INSTRUCTIONS:
REMOVE CARPETING & REPLACE WITH TILE
LEAVE SINK & CABINETS IN 509

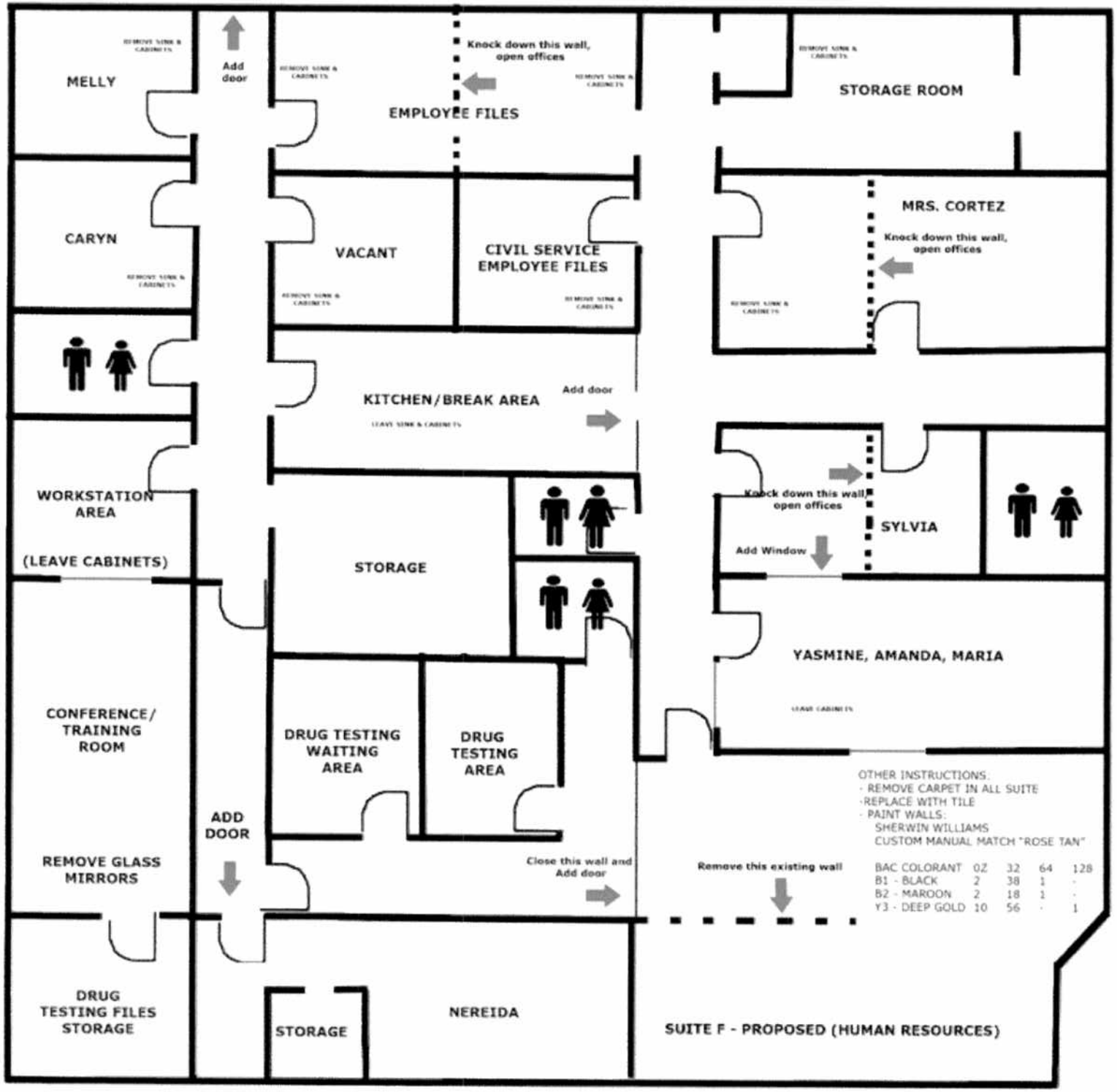
SUITES D&E
MASTER COURT 1
AND
DISTRICT CLERK AREA


OFFICE
OFFICE
LOUNGE
OFFICE
WAITING ROOM
601
SUITES D&E - CURRENT
MASTER COURT 1
NURSE
STATION
614
EXAM RM.
613
EXAM RM.
612
EXAM RM.
611
EXAM RM.
610
HALL
604
R.R.
605
R.R.
602
STOR.
603
BUSINESS
OFFICE
606
OFFICE
607
EXAM RM.
608
EMP. LOUNGE
609

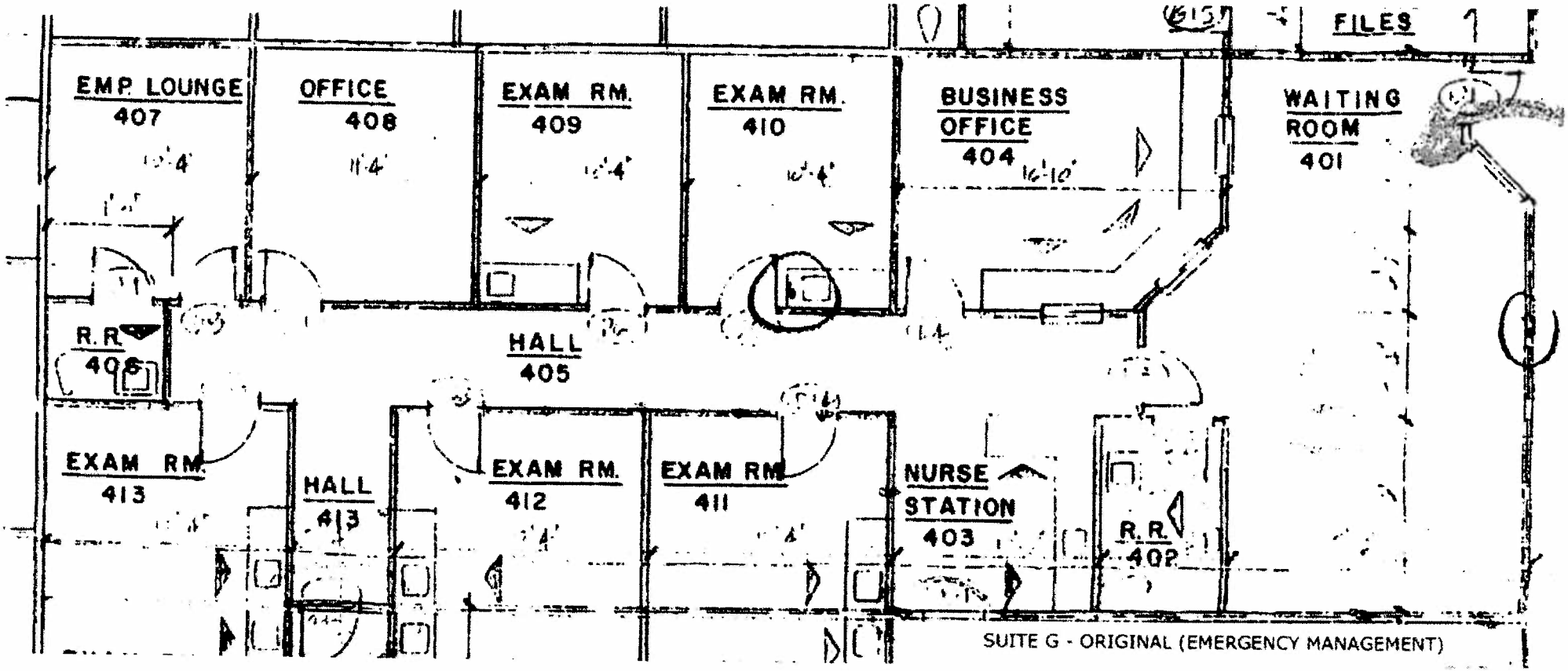

DISTRICT CLERK AREA
DISTRICT CLERK AREA
DISTRICT CLERK AREA
KNOCK DOWN THESE WALLS & DOORS
Badge Access Door
ADD WALL (W/2 ADA LEVEL WINDOWS)
DISTRICT CLERK AREA
Public Access Door
ADD WALL
ADD WALL HERE
ADD DOORS HERE
KNOCK DOWN THIS WALL AND EXPAND OFFICE -->
JUDGE'S CHAMBERS (ONE LARGE OFFICE)
EMPLOYEE LOUNGE
ADD WALL HERE
ADD DOOR HERE
COURTROOM
SUITES D&E - PROPOSED MASTER COURT 1
ATTORNEY GENERAL
ATTORNEY GENERAL
ATTORNEY GENERAL DATA/STORAGE ROOM
STORAGE
KNOCK DOWN WALLS TO MAKE LARGE OPEN AREA, MAKING A WALL RUNNING EAST TO WEST ALONG THE COLUMNS
THIS WALL & DOOR ENTRANCE MUST NOT HAVE WINDOWS
ADD DOOR HERE --> Badge Access Door
COURTROOM TO INCLUDE
- JUDGE'S BENCH
- ATTORNEY TABLES
- BARRISTER
- PUBLIC SEATING AREA
MOVE ENTRANCE TO RESTROOM TO EXTERIOR HALLWAY AND TRY TO MAKE SOUNDPROOF
JUAN
DELIA AND ALICE
ADD DOOR HERE -->
BARRISTER
ATTORNEY TABLES
JUDGE'S BENCH
BREAK DOWN THIS WALL -->

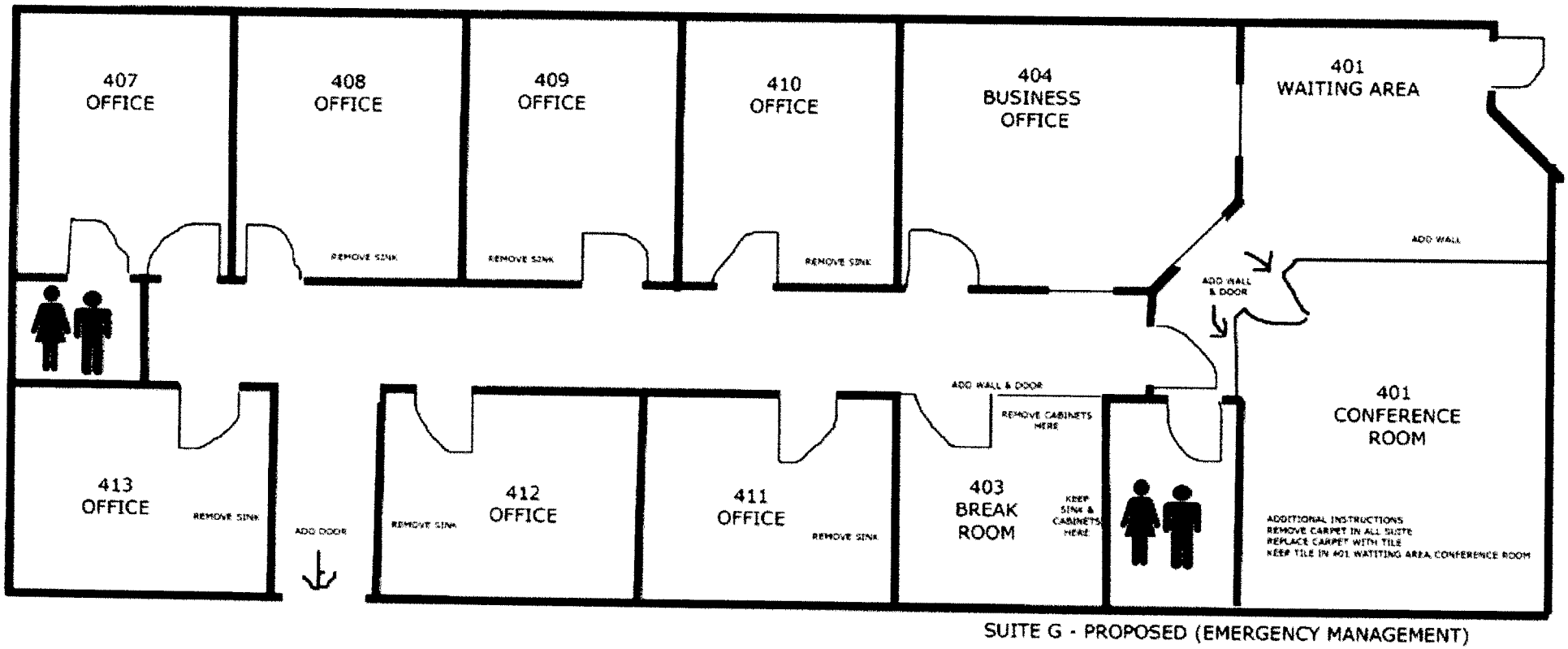
SUITE F
HUMAN RESOURCES


EXAM RM. 222
EXAM RM. 221
EXAM RM. 219
STOR. 216
PROCEDURE ROOM 217
STOR. 218
HALL 215
EXAM RM. 223
EXAM RM. 224
EXAM RM. 220
EXAM RM. 214
OFFICE 213
HALL 225
NURSE STATION 226
HALL 212
R.R. 227
EXAM RM. 228
EXAM RM. 209
STOR. 210
R.R. 211
OFFICE 229
STOR. 208
R.R. 207
CONFERENCE RM. 203
BUSINESS OFFICE 206
COUNS. RM. 204
SENIOR RESOURCE CENTER 205
WAITING ROOM 201
HALL 202
SUITE F - ORIGINAL (HUMAN RESOURCES)


MELLY
Add door
Knock down this wall, open offices
EMPLOYEE FILES
STORAGE ROOM
CARYN
VACANT
CIVIL SERVICE EMPLOYEE FILES
MRS. CORTEZ
Knock down this wall, open offices
KITCHEN/BREAK AREA
Add door
WORKSTATION AREA
(LEAVE CABINETS)
STORAGE
Knock down this wall, open offices
SYLVIA
Add Window
YASMINE, AMANDA, MARIA
CONFERENCE/ TRAINING ROOM
DRUG TESTING WAITING AREA
DRUG TESTING AREA
ADD DOOR
REMOVE GLASS MIRRORS
Close this wall and Add door
Remove this existing wall
OTHER INSTRUCTIONS:
· REMOVE CARPET IN ALL SUITE
·REPLACE WITH TILE
· PAINT WALLS:
SHERWIN WILLIAMS
CUSTOM MANUAL MATCH "ROSE TAN"
BAC COLORANT 0Z 32 64 128
B1 - BLACK 2 38 1 -
B2 - MAROON 2 18 1 -
Y3 - DEEP GOLD 10 56 - 1
DRUG TESTING FILES STORAGE
STORAGE
NEREIDA
SUITE F - PROPOSED (HUMAN RESOURCES)

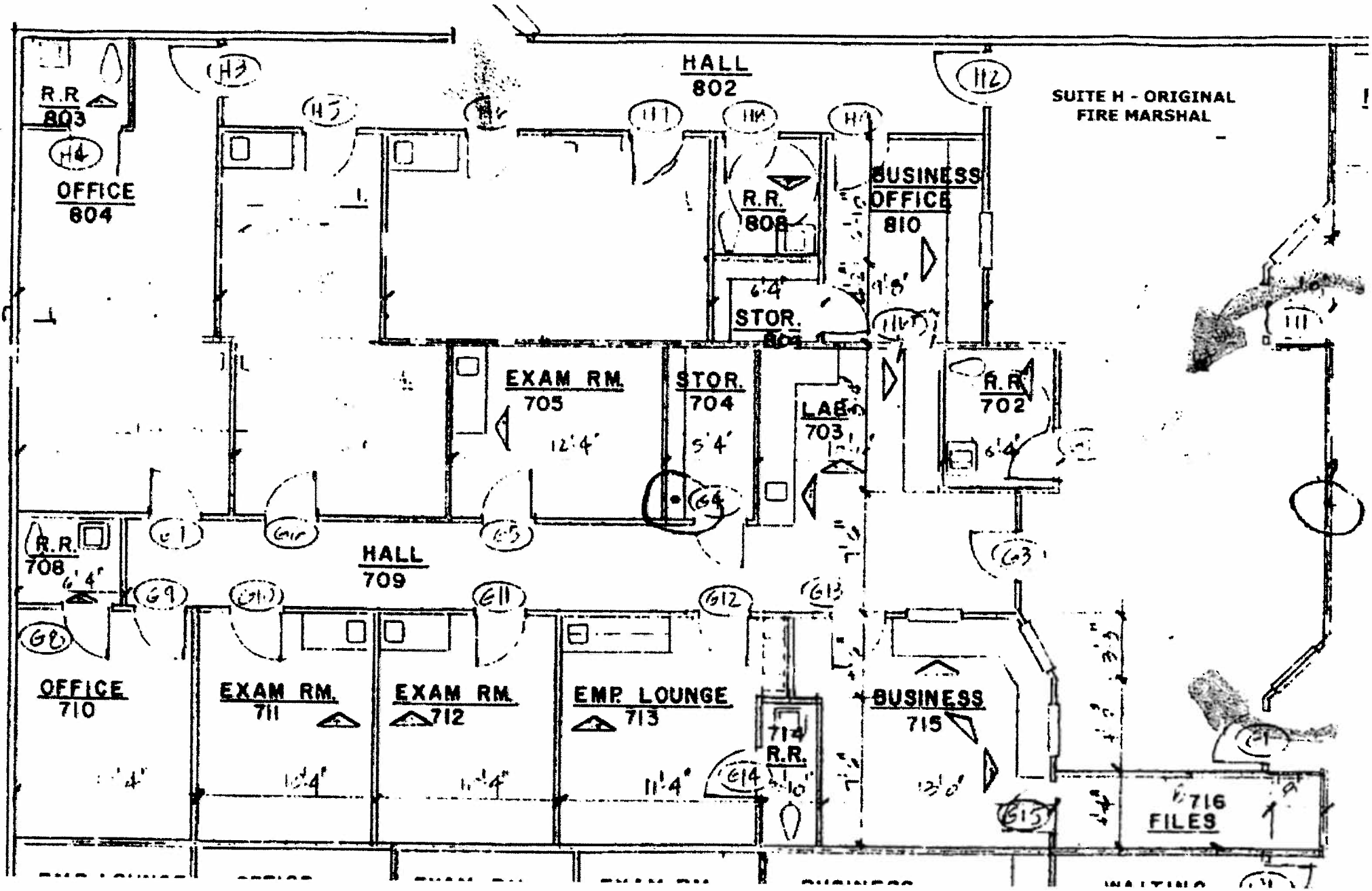
SUITE G
EMERGENCY MANAGEMENT

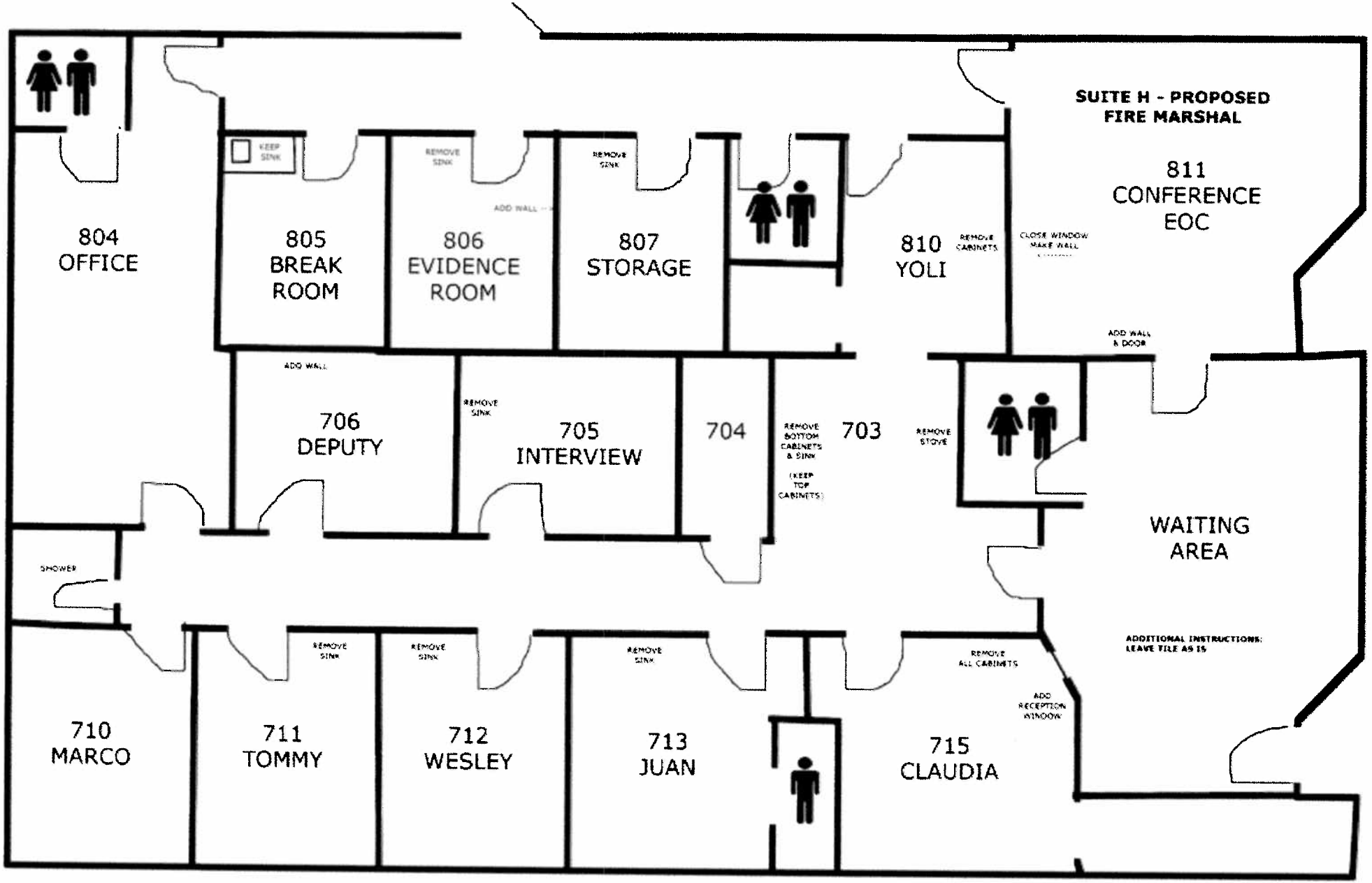

EMP. LOUNGE
407
OFFICE
408
EXAM RM.
409
EXAM RM.
410
BUSINESS
OFFICE
404
FILES
WAITING
ROOM
401
R.R.
406
HALL
405
EXAM RM.
413
HALL
413
EXAM RM.
412
EXAM RM
411
NURSE
STATION
403
R.R.
402
SUITE G - ORIGINAL (EMERGENCY MANAGEMENT)



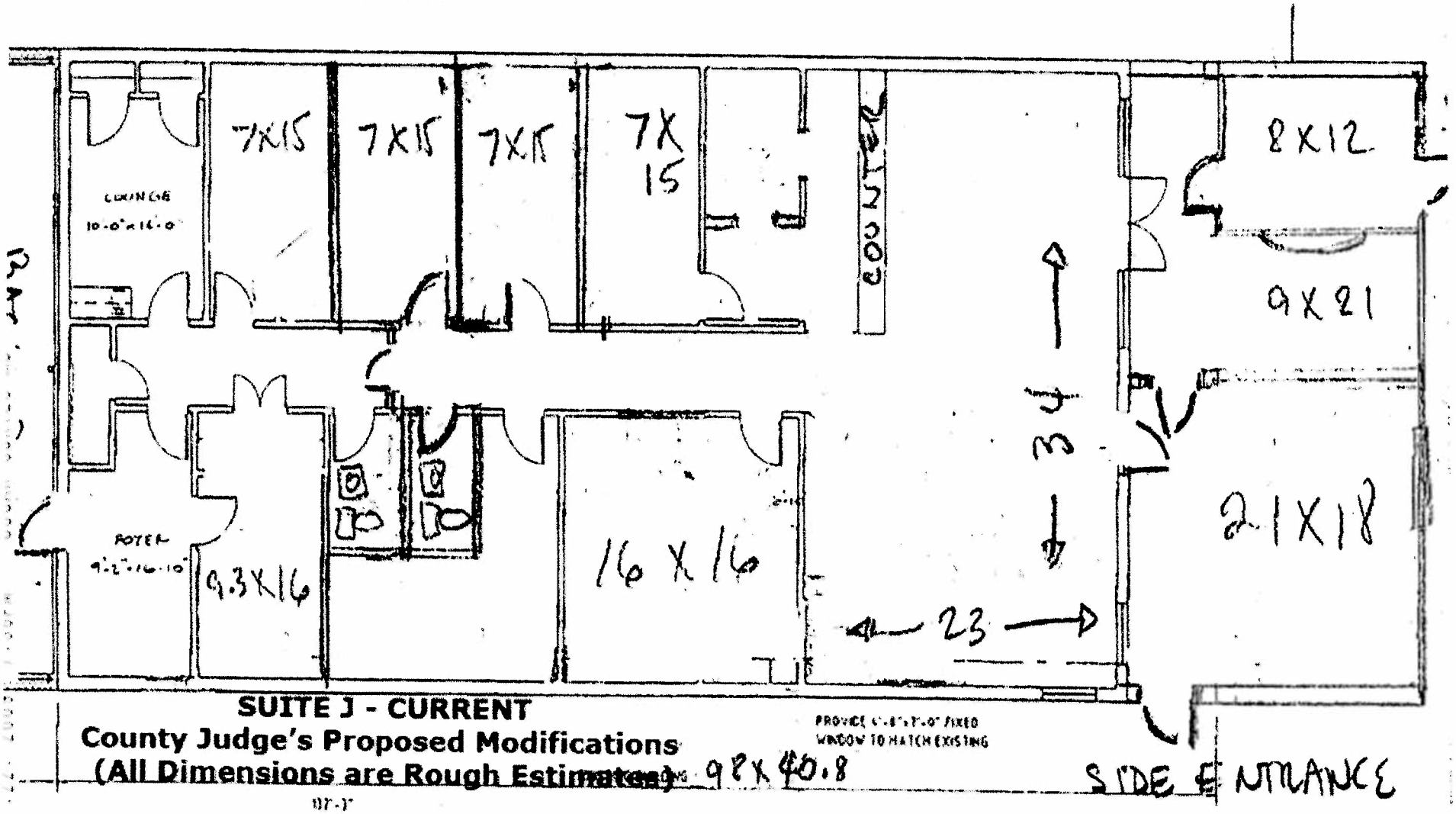
SUITE G - PROPOSED (EMERGENCY MANAGEMENT)

SUITE H
FIRE MARSHAL


SUITE H - ORIGINAL
FIRE MARSHAL
R.R
803
OFFICE
804
HALL
802
R.R.
808
BUSINESS
OFFICE
810
STOR.
806
EXAM RM.
705
STOR.
704
LAB
703
R.R.
702
R.R.
708
HALL
709
OFFICE
710
EXAM RM.
711
EXAM RM.
712
EMP. LOUNGE
713
714
R.R.
BUSINESS
715
716
FILES


SUITE H - PROPOSED
FIRE MARSHAL
804
OFFICE
805
BREAK
ROOM
806
EVIDENCE
ROOM
807
STORAGE
810
YOLI
811
CONFERENCE
EOC
706
DEPUTY
705
INTERVIEW
704
703
WAITING
AREA
710
MARCO
711
TOMMY
712
WESLEY
713
JUAN
715
CLAUDIA
KEEP SINK
REMOVE SINK
ADD WALL
REMOVE CABINETS
CLOSE WINDOW
MAKE WALL
ADD WALL & DOOR
REMOVE BOTTOM CABINETS & SINK
(KEEP TOP CABINETS)
REMOVE STOVE
SHOWER
REMOVE ALL CABINETS
ADD RECEPTION WINDOW
ADDITIONAL INSTRUCTIONS:
LEAVE TILE AS IS

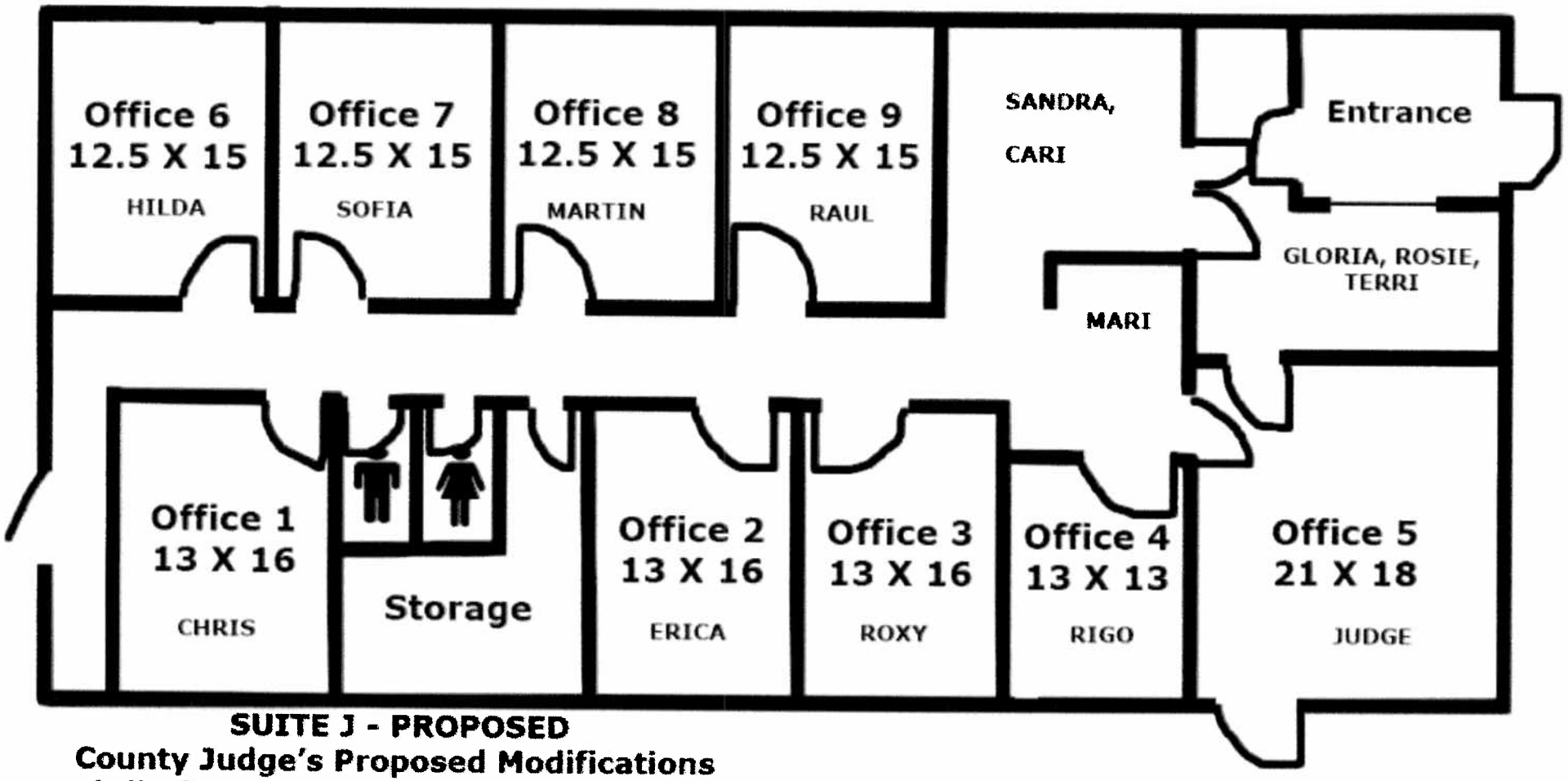
SUITE J
COUNTY JUDGE



SUITE J - CURRENT

County Judge's Proposed Modifications

(All Dimensions are Rough Estimates)



SUITE J - PROPOSED
County Judge's Proposed Modifications
(All Dimensions are Rough Estimates)